



INTER-OFFICE MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DIVISION OF UTILITIES

TO: South Bend Board of Public Works
FROM: Kim Thompson, South Bend Municipal Utilities (SBMU) Business Office
SUBJECT: Revision to SBMU Rules and Regulations
DATE: June 19, 2019

A recent Indiana legislative change has resulted in a need to revise these Rules and Regulations. Specifically, House Bill 1347 addressed certain utility rates and charges and responsibility for those charges when the owner of a property is not the occupant using the services. At this time, SBMU only allows utility service to be started in the name of the premise owner. This revision will allow service to be started in the name of the tenant or occupant of the premise. The following is a summary of changes in this revision:

1. Premise owners and tenants may choose to apply for service in the name of the tenant. During active service, all charges will be billed to the tenant. Routine collection activities (penalties, notices, disconnection) will occur directed toward the tenant. However, at the time service is started, both owner and tenant will be advised on ultimate responsibility for various unpaid charges.
2. After an account has closed, and the due date for the final bill has passed, collection activity will be based on the type of unpaid balance.
 - a. All water rates and charges, but excluding the charges for the water service line repair program ("water insurance"), will follow the tenant. In addition, unpaid Solid Waste charges and Releaf charges will also follow the tenant. After a period of internal collection activity, these unpaid charges may be transferred to an outside firm for further collection. A tenant with outstanding service charges will not be able to start service at any location until those charges have been satisfied.
 - b. All remaining unpaid charges, including sewer rates and charges, sewer insurance, stormwater, will follow the owner. These charges may result in a lien against the property to which the service was associated. Water insurance charges will also follow the owner. Unpaid water and sewer insurance charges may result in loss of coverage.
3. Master meter/master connection policy. Any premise that is served by a master meter, or a premise that does not have a dedicated service line and valve may only have service in the owner's name.
4. Deposit policy. SBMU has collected deposits for many years. However, the procedure for determining deposit amount has varied over time. Additionally, deposits have been billed for several years, rather than collected as a

requirement prior to delivering service. Beginning July 1st, deposits will be collected prior to starting service. Any customer who does not meet the creditworthiness criteria in these Rules will be required to have a deposit equal to approximately two months of water and sewer charges. The deposit will be collected prior to scheduling the start of service. However, the customer may choose to pay only \$70 of the required deposit and pay any remainder with the 1st bill payment.

APPROVED
Board of Public Works

JUN 25 2019



CITY OF SOUTH BEND

Municipal Utilities

RULES AND REGULATIONS

Revised June 2019

CITY OF SOUTH BEND**Municipal Utilities and Service Line Insurance Funds****RULES & REGULATIONS****TABLE OF CONTENTS**

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I. APPLICATION OF RULES

Pursuant to the authority granted by Indiana Code, (herein after referred to as IC) IC 8-1.5-3-4(a)(11), the Board of Public Works has the authority to adopt rules for the safe, economical, and efficient management and protection of Utility.

The rules and regulations, as hereinafter set forth and as amended and supplemented from time to time, shall govern all service rendered or to be rendered by the City of South Bend Municipal Utilities. These rules and regulations shall also govern all service rendered or to be rendered by utilities that are managed and/or operated by the City of South Bend Municipal Utilities. They shall be binding upon every customer and constitute a part of the terms and conditions of service. More explicit rules governing the operation of the sewage utility or the City's refuse service may be found by reference to the South Bend Board of Public Works.

II. DEFINITIONS

As used in these rules and regulations, the following terms shall have these respective meanings:

A. Apartment Building or Complex

A building or portion of a building or a series of buildings designed or used as a residence for three (3) or more families living independently of each other and which have a common water meter for three (3) or more families.

B. Commission

The Indiana Utility Regulatory Commission (I.U.R.C.) to which the Utility is subject.

C. Cross Connection

Any connection between a safe drinking water supply system, public or private, and a potential source of contamination through which backflow can occur. A DIRECT cross connection physically joins a safe and unsafe system. An INDIRECT cross connection is an arrangement allowing unsafe liquid to be sucked, blown, or diverted into a safe system.

D. Curb Stop

A valve usually located near the curb, in the water service line from the water main to the customer for use in controlling the customer's water flow. A CURB BOX or STOP BOX encloses the valve key reaching from the surface down to the valve.

E. **Customer**

Any person, entity, corporation or governmental entity which has agreed, orally or otherwise to pay for water, sewer and/or other service received from the Utility. A customer shall also be responsible to pay for all services referenced in Section V. A. – Billing. For purposes of this definition, a person, entity, corporation or governmental entity who takes water or discharges wastewater by fraud or attempts to steal water or sewer service shall be presumed to have agreed to pay for it.

F. **Delinquent**

Any and all rates and charges unpaid to the Utility within five (5) days of the due date indicated on the customer's bill and subject to late fees.

G. **Family**

Any person or group of persons sharing the same quarters with common sleeping, bathroom, and cooking facilities.

H. **Family Dwelling Unit**

A building, vehicle, or movable structure or portion thereof designed or arranged to provide temporary or permanent living facilities for a single family.

I. **Hotel or Motel**

A building in which lodging, with or without meals, is provided and offered to the public for compensation, and which is open to transient guests.

J. **Main**

A water pipe used for distribution of water or a sanitary sewer for collection of sewage in a street, alley, easement, or on Utility property, usually running parallel to the street centerline. Mains are:

1. **PUBLIC** - owned by the Utility and usually on a public right of way; or
2. **PRIVATE** - owned by others and usually on undedicated streets to serve private developments.

K. **Mobile Home**

Any vehicle or portable structure designated for long term occupancy, containing sleeping accommodations, a flush toilet, a bathtub or shower, kitchen facilities and plumbing and electrical connections providing for attachment to outside systems; designed to be transported after fabrication on its own wheels, flatbed truck, other trailer or detachable wheels; which, when arriving at the site where it is to be occupied as a complete dwelling unit, including major appliances, is ready for occupancy except for minor and incidental unpacking and assembly operation, located on foundation supports,

and is connected to external utilities and electrical system.

L. **Mobile Home Park**

A tract of land developed with all necessary facilities and services to accommodate three (3) or more mobile homes.

M. **Past-Due**

Any and all rates and charges unpaid to the Utility by the due date indicated on the customer's bill.

N. **Private Fire Hydrant**

A fire hydrant that is installed on private property and is tapped off of a private line, is considered a private fire hydrant. Private fire hydrants must be maintained by the customer, unless under previous separate agreement.

O. **Service Line**

A water pipe supplying water from the water main to adjacent property, usually running perpendicular to the main.

1. *FIRE LINE* supplies water primarily for fire protection, whereas
2. *DOMESTIC LINE* supplies household and drinking water.
3. *SEWER SERVICE LINE* collects sewage from adjacent property and transports to the sewer main.

P. **Sewage Lien**

A legal notice filed with the County Recorder against a property, representing past delinquent sewage charges, and requiring payment pursuant to IC 36-9-23-31 through IC 36-9-23-34.

Q. **Shut-Off Amount**

Any and all rates and charges unpaid to the Utility within thirty (30) days of the due date indicated on the customer's bill, and subject to disconnection.

R. **Tap**

An opening into the main for the service line lateral, made in a water main by cutting in a valve called a CORPORATION COCK for small taps of two (2) inches or less or a TAPPING SLEEVE AND VALVE for larger taps, and made in a sewer main by cutting a wye connection.

S. **Utility**

The Utility shall mean City of South Bend Municipal Utilities, including water and sewer. It is a municipal utility engaged in providing a public water supply and collecting, treating and disposing of wastewater. The Utility shall also include other services provided through the City of South Bend Department of Public Works.

T. **Classes of Service**

The following customer classes are defined:

1. Apartment: Any residential multiple family (three (3) or more) dwelling complex; includes temporary dwelling such as motels and hotels and mobile home parks.
2. Commercial: Non-residential buildings, not including Governmental, Industrial or Institutional as defined below (except apartments).
3. Governmental: City, County, State, or Federal buildings, usually classed as commercial.
4. Industrial: Commercial buildings with four inch (4") or larger meter or as designated by engineering as heavy users.
5. Institutional: Churches and Schools.
6. Residential: Any residential customer in a one- or two-family dwelling.
7. Wholesale: Other utilities or entities franchised to resell water.

III. WATER AND SEWAGE RIGHTS

See Saint Joseph County, IN Code of Ordinances, TITLE V: PUBLIC WORKS, CHAPTER 52: WATER REGULATIONS, Well Drilling and Water Supply System, 52.042: Siting of wells where municipal water is available.

See South Bend Municipal Code, Chapter 17 SEWERS AND WATER, Article 2. SEWERS, Division 2. Private Sewage Disposal, Sec. 17-6. Connection to private sewage disposal.

These Rules are also in addition to any other applicable local, state, federal laws.

IV. ESTABLISHING PROPER SERVICE

A. General

A prospective customer shall not connect or reconnect service, nor employ any person to do so, without authorization from the Utility. All service to be rendered and all planned uses are subject to these rules and regulations and all applicable rate and charge schedules. A prospective customer desiring service shall notify the Utility with the required information to complete an application a minimum of two (2) business days prior to the anticipated date the service is needed.

B. Request for Service

The Utility reserves the right to reject a request for service for any valid reason.

All services to be rendered by the Utility shall be solely for the uses and premises designated by the customer at the time application is made. A customer may not sell services provided by the Utility to anyone else. A separate service agreement may be required for those desiring seasonal water service such as lawn sprinkling, if metered separately.

Water Permits may be issued by the Utility for temporary service for construction, tanker fill, plumbing tests, etc. If a fire hydrant is to be used, the Utility engineering department will specify which hydrant is to be used and how and when it is to be used.

No promise, agreement, or representation of any agent of the Utility, shall be binding upon the Utility unless it has been incorporated in a written contract signed and approved by an agent of the Utility authorized to sign such contract on behalf of the Utility.

C. Customer Requirements

1. Pursuant herein, to Section IX. - METERING. Before utility service can be rendered, the customer must provide the following;

- a) The tap;
- b) The service line;
- c) The curb stop or equivalent;
- d) An acceptable meter setting location; and
- e) The hardware

It is the customer's responsibility to have the service line, curb stop and all appurtenances in good working condition at the time of application. A service application may be rejected if, in the Utility's judgment, any of these conditions, requirements, and responsibilities are not met.

2. Payment of all past due or special charges owed to the Utility by the applicant and any deposit authorized by these rules must be made prior to the start of service. If said payment would cause financial hardship to the applicant, the Utility may, at their discretion, enter into a written agreement with the applicant to make payments over time. Any payment arrangements in force at prior service locations must be paid in full prior to the transfer of service.

D. Deposit

The Utility will determine the creditworthiness of each application for service in an equitable and nondiscriminatory method:

- *Without regard to the economic character of the area wherein the applicant or customer resides; and*

- *Solely upon the credit risk of the individual without regard to the collective credit reputation of the area in which they live.*

Each applicant shall be deemed creditworthy and shall not be required to make a deposit as a condition of receiving service if the applicant satisfies the following criteria for credit worthiness. A deposit in the approximate amount of two months of sewer and water charges shall be required for any applicant that fails to establish creditworthiness.

1. Determination of Creditworthiness

- a) If the applicant has been a customer of any utility within the last two (2) years, and the applicant:
 - (1) Owes no outstanding bills for services rendered within the past six (6) years by any such utility;
 - (2) During the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills that were past due to any utility or, if service was rendered for a period of less than twelve (12) months, did not have more than one (1) past due bill in such period; and
 - (3) Within the last two (2) years did not have a service disconnected for nonpayment of a bill for services rendered by that utility.

2. Deposit Amount

- a) If the applicant fails to establish that they are creditworthy under subsection 1. above, the applicant shall be required to make a reasonable deposit. Such deposit shall not exceed one-sixth (1/6) of the estimated annual cost of service to be rendered to the applicant. If a required deposit is greater than seventy dollars (\$70.00), the Utility shall advise the applicant simultaneously with making a demand for a deposit that the applicant may pay such deposit in equal installment payments over a period of no less than four (4) weeks; service shall be connected, upon receipt by the Utility of the first such payment.
- b) If the Utility requires a deposit as a condition of providing service, then the applicant must be immediately notified in writing stating the precise facts upon which the Utility based its decision and the Utility must provide the applicant an opportunity to rebut such facts and show other facts demonstrating their creditworthiness.
- c) The Utility may require a present customer to make a reasonable deposit, but not more than the estimated

service charges for two months of service when:

- (1) The customer has been mailed disconnect notices for more than two (2) consecutive months;
- (2) The customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
- (3) The service to the customer has been disconnected pursuant Section VIII. - DISCONNECTION OF SERVICE.

The amount of any such security deposit may not exceed an amount equal to one-sixth (1/6) of the expected annual billings of the customer at the address at which service is rendered. In the event the required deposit is greater than seventy dollars (\$70.00), the Utility shall advise the customer that they may pay such a deposit in equal installment payments over a period of up to four (4) weeks, except where such deposit is required as a result of a disconnection for nonpayment, in which case the deposit may be required prior to reconnection.

3. Record of Deposit

- a) A record of each deposit shall be maintained showing the following:
 - (1) The name of the customer.
 - (2) The current address of the customer, so long as the customer maintains an active account with the Utility in their name.
 - (3) The amount of the deposit.
 - (4) The date the deposit was made.
 - (5) A record made of each transaction affecting such deposit.
- b) Each customer shall be provided a written receipt from the Utility at the time their deposit is paid in full or when they make a partial payment. The Utility shall also provide a reasonable method by which a customer can establish that they are entitled to a refund.

4. Review of Account

Any customer currently being provided service may make a written request to have the Utility review the customer's deposit amount. If the customer is deemed creditworthy, then the Utility will credit any deposit to the customer's account.

5. Refunds of Deposits

- a) Following a customer-requested termination of service,

any deposit:

- (1) Shall be applied to the final bill or any outstanding balance with any remaining surplus greater than three dollars (\$3.00) refunded by check to the customer within ninety (90) days after payment of the final bill; or
 - (2) Shall be transferred to the customer's new property location if applicable; or
 - (3) Upon specific request from the property owner, the deposit can be "held" at that property location for the owner's future use.
- b) Deposits may be used by the Utility to cover any unpaid balance following disconnection of service; provided, however, that any surplus be returned to the customer as described above.
- c) Any deposit to the Utility, or any sum the Utility is required to refund for utility service, that has remained unclaimed for one (1) year after the Utility has made diligent efforts to locate the person who made such deposit or the heirs of such person, shall be presumed abandoned and treated in accordance with Indiana Administrative Code (herein after referred to as IAC) 170 IAC 6-1-15(g)(6).

E. Rental or Leased Units

Utility accounts may be established in the name of property owner or in the name of the tenant.

1. Rental properties may have Utility services billed directly to the tenant at the service location. The owner must provide authorization that the tenant can establish services in their name. Owners must provide their current mailing address. However, the property owner will be notified anytime the account goes delinquent.

2. In the case where a tenant terminates service, the utility reserves the right to revert the account to the home owners name once an account has final billed.
3. Only the account holder can terminate services. Property owners who have signed the agreement to have the Utility account placed in the name of the tenant are no longer able to terminate services and in order to do so would need to present a court order.
4. If the tenant is directly billed, they will be responsible for the payment of the entire utility bill. After the account is final billed, the unpaid sewer, water insurance, sewer insurance, and storm water will follow the owner, and may result in a lien against the property. Water, refuse, and Releaf charges will follow the tenant through collections. Unpaid insurance charges may result in loss of coverage, at which point the owner would be responsible for all repairs to the water and/or sewer service lines associated with the premise.
5. The Utility will rely on the St. Joseph County Assessor to confirm property ownership. In the event the applicant for service is not the property-owner according to the St. Joseph County Assessor, the Utility may require the applicant to present additional proof of ownership such as a copies of the purchase agreement, closing documents or other relevant certificates.
6. If the meter must be located in an area that is accessible to the Utility, but not to the occupant, such installations must be inspected and approved by the Utility prior to the start of service.
7. Multiple family dwellings may have a single meter if the property owner is responsible. Dwellings which are multiple on one meter or controlled by one shut off valve, may not be placed in the tenant's name.
8. According to South Bend Municipal Code, Chapter 17 SEWERS AND WATER, the owner is responsible for the first \$500.00 of the sewer service fund.

F. Service Start

Provided the customer has satisfied all the requirements as set forth above, the Utility shall install a meter and turn on the water at the curb stop or street valve. No person other than an authorized representative of the Utility or a licensed plumber, with Utility permission, shall open this valve, subject to penalty imposed by local and state statutes.

Water will not be turned on unless the customer, or responsible adult representing the customer, is present to check leakage or open taps on the premises, inside or outside the building. The Utility will not be responsible for water usage or water damage incurred by a service start. The customer or their adult agent must allow the authorized representative of the Utility access to the premises to inspect for any violation of these Rules and Regulations.

Use of a meter "jumper", a pipe installed in place of a meter, is strictly prohibited, except temporarily for testing in new construction. Plumbers installing new plumbing, e.g., for housing starts, must remove any such device after testing, and shut off water service at the curb. Temporary turn-on to test plumbing will require advance payment of the service charge specified in the Water Rates and Charges tariff. Provided there is a working curb valve, the water will be turned on at the curb and turned off the same day. Any turn on requiring longer than seventy-two (72) hours of service must be handled as a permanent start.

V. BILLING AND COLLECTION

A. Billing

Regular billings may include charges for:

1. Water;
2. Sewage;
3. Sales tax;
4. Trash collection;
5. Fire hydrant protection;
6. Fire protection (private);
7. County recycling;
8. Operation re-leaf (Clean Air);
9. Water service line repair;
10. Sewer service line repair;
11. Late fees;
12. Any non-recurring charge; or any
13. Other charge so designated by Ordinance.

All accounts will be billed monthly with the exception of sprinkler accounts. Sprinkler accounts will be read and billed six (6) times per year. All charges shall be as set forth by ordinance or applicable utility tariffs. All billings for water and sewer usage will be based on monthly

meter readings where applicable. Readings shall constitute prima facie evidence of the amount of water used. It is the customer's responsibility to provide nonhazardous access to the meter and/or remote register when called on by the Utility.

B. **Estimated Billing**

The Utility may estimate the bill of any customer for good cause, including, but not limited to: request of customer, inclement weather, labor or union disputes, inaccessibility of a customer's meter if the Utility has made a reasonable attempt to read it, and other circumstances beyond the control of the Utility.

In cases of unauthorized use of water or fraudulent usage, due to tampering or similar circumstances, the customer may be assessed charges based on:

1. Estimated usage for the period of unauthorized usage; and/or
2. May be charged an unauthorized usage fee, pursuant to Section VI. UNAUTHORIZED USE OF WATER SERVICE.

C. **Maximum Sewage Charge**

A maximum sewage charge is the maximum consumption total that a domestic and residential sewage user will be billed monthly for sewage charges during the year. The purpose of setting a maximum sewage charge is to provide financial relief for domestic/residential customers who sprinkle their lawns.

The sewage maximum amount is created by calculating the average water consumption used during each billing cycle's winter quarter period. Averages resulting in fractions of one hundred cubic feet (1ccf) shall be raised to the next whole number of one hundred cubic feet (1ccf). Maximum sewage charges will be reestablished every year for all applicable accounts.

For accounts, such as new customers, where insufficient historical usage exists to establish a sewage maximum, the maximum sewage charge shall be determined by equivalent single-family dwelling unit charge of seven hundred cubic feet (7ccf). For apartments, the maximum will be set at the product of the number of units and the single-family dwelling unit charge (# of units x 7ccf).

The maximum sewage charge shall only apply to each property used as a residence, including apartment complexes and certain institutions.

D. **Payment**

Each bill shall be due on the indicated date and payable at the customer service office of the Utility or at such other places as may be designated by the Utility. At least seventeen (17) days will be allowed from the expected mail delivery date until the due date indicated on

the bill. Bills not paid within five (5) days of the due date shall become delinquent and a late fee may be added as follows:

1. WATER - ten percent (10%) of the first three dollars (\$3.00) of the water charge and three percent (3%) of the water charge in excess of three dollars (\$3.00).
2. SEWAGE - ten percent (10%) of the entire non-cumulative delinquent sewage charge.

Late fees may not compound on other past due charges. A delinquent notice will be mailed to the customer warning of pending disconnection of service if the bill remains unpaid. The Utility may require that certain customers, because of their payment history, only make payments in cash or similar means.

Dispute of a bill is insufficient reason for non-payment of the bill by the customer. Bills may be paid under protest by giving written notice that redress is being sought. Notice of a bill dispute should be given prior to the due date of the bill.

Non-receipt of a mailed bill is insufficient reason for non-payment. Bills are due on the indicated date regardless of receipt and delivery problems.

E. **Application of Payment**

Customer payments will be applied to the most delinquent bills first, based on the following priority:

1. Deposits;
2. State Sales Tax;
3. Yard Waste Charges;
4. County Recycling Charges;
5. Solid Waste Charges;
6. Operation Re-Leaf (Clean Air) Charges;
7. Fire Protection Charges;
8. Water Insurance Charges;
9. Sprinkler Charges;
10. Water Charges & Late Fees;
11. Sewer Insurance Charges; and
12. Sewer Charges & Late Fees.

Partial payments will be applied without regard to any specific instructions from the customer.

F. **Responsibility for Payment**

All charges shall follow the customer rather than the property except

in the case where a sewage or other lien may be filed. Moving from the premises does not absolve the customer from their obligations. A customer's service may be discontinued for failure to pay for service rendered to them at a previous location if such bill has remained unpaid for more than forty five (45) days. Until the Utility has been notified to discontinue service to the premises, the customer will remain responsible for any charges to that property.

G. Unconnected Sewage Customers

The Utility is authorized under IC 36-9-23-30 to require connections to sewer and discontinuance of privies, cesspools, septic tanks and similar structures; conditions:

1. Subject to subsection 2., a Utility that operates sewage works may require:
 - a) Connection to its sewer system of any property producing sewage or similar waste; and
 - b) Discontinuance of the use of privies, cesspools, septic tanks and similar structures.
2. The Utility may exercise the powers granted by subsection 1., only if:
 - a) There is an available sanitary sewer within three hundred (300) feet of the property line of the affected property; and
 - b) The Utility has given notice by certified mail to the property owner at the address of the property, at least ninety (90) days before the date specified for connection in the notice.
3. The Utility may establish, enforce and collect reasonable penalties for failure to make a connection under this section.
4. The Utility may apply to the circuit or superior court for the county in which it is located for an order to require a connection under this section. The court shall assess the cost of the action and reasonable attorney's fees of the Utility against the property owner in such an action.

H. Sewage Liens

A lien may be filed against a property to collect delinquent sewage charges pursuant to Indiana Code 36-9-23-31, 32, 33, 34, and 36-9-25-11.2.

VI. UNAUTHORIZED USE OF SERVICE

Tampering, theft, and unauthorized use of utility service are prohibited. When found and/or reported, each case shall be investigated by the utility for verification.

A. Unauthorized Use

If prior to the start of services described in Section IV.

ESTABLISHING PROPER SERVICE, the Utility shall determine a customer's water service has been turned on without authorization, the Utility may turn off the water without notice and may take progressive steps to prevent any future unauthorized usage, including but not limited to permanent disconnection of the service line at the main.

The customer may also be charged an unauthorized usage fee. If the shutting off or renewal of service involves any excavation work by the Utility, the cost of such work shall be borne by the customer, and the City shall not be responsible for any damage done to the property as a result of such excavation work. In addition to an unauthorized usage fee, the customer may be charged for a service call, together with the cost of labor and materials required.

B. Theft/Tampering

If it is found that a customer or their representative has damaged, removed or disconnected the generator and/or meter in order to prevent proper metering of water usage, customer shall be charged an unauthorized usage fee along with all labor and material costs associated with the investigation, correction, disconnection, and/or restoration of water service to customer. Prior to the restoration of services, all costs must be paid along with any outstanding balances owed the utility. The estimated water charges for the time period the theft has occurred will be billed to the customer's account. The customer may also be responsible for the cost associated with collection of these monies, including but not limited to, collection agency fees, court costs, and attorney fees.

Upon determination that unauthorized usage has occurred, the owner and/or customer shall be notified in writing of the Utility's findings. The owner and/or customer will have 10 business days from the date of the letter to refute such findings. The Utility may hold the property owner responsible for reimbursing the Utility for any expenses incurred to stop and prevent unauthorized use or tampering.

In addition to the measures described above, the Utility may also seek prosecution for unauthorized use or theft of services pursuant to IC 35-43-5-

3, which provides that any person who, with the intent to defraud a Utility, shall avoid a lawful charge for that service by scheme or device or by tampering with facilities or equipment of the Utility is guilty of a Class A misdemeanor. On conviction thereof, customer may be fined up to five thousand dollars (\$5,000.00) and face imprisonment of up to one year, pursuant to IC 35-50-3-2.

VII. CREDITS AND ADJUSTMENTS

A. Adjustments Due to Meter Error

If a meter is found to have a percentage of error greater than two percent (2%) during a test conducted by the Utility at the request of the customer, in accordance with these rules, the following adjustments of bills shall be made:

1. Fast Meters. When a meter is found to have a positive error i.e., is fast in excess of two percent (2%), the Utility will refund or credit to the customer's account the amount in excess of that determined to be an average charge for one half of the time elapsed since the previous test, or one year, whichever period is shorter. No part of a monthly minimum charge will be refunded.
2. Stopped or Slow Meters. When a meter is stopped or found to have a negative average error i.e., is slow in excess of two percent (2%), the Utility will charge the customer an amount estimated to be the average charge for one half of the time elapsed since the previous test, or one year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is found to be slow or stopped. If the consumption record is inadequate, then average consumption by customer classification may be used.

B. Adjustment for Interruption of Service

In the event the customer's service is interrupted for a reason other than the act of the customer or the condition of customer controlled equipment, and the service remains interrupted for more than two (2) days after being reported or found to be out of order, appropriate adjustments or refunds shall be made to the customer.

C. Leak Allowance

The Utility will charge for all water that passes through the meter. The Utility may grant allowances for hidden or catastrophic leaks. Such adjustments will be made to the sewage portion of the bill only, based on the water wasted. Wasted water will be considered as the

excess consumption over the customer's normal usage. If normal consumption cannot adequately be determined, then the average consumption by customer classification will be used. Adjustments will be made only after the problem causing the high usage is corrected. The period adjusted shall not exceed two (2) regular reading periods unless extended by missed readings. The Utility may inspect the premises to determine the cause of the high usage.

Sewage credits will only apply to customers who do not have a maximum sewage charge established. These credits may vary from zero percent (0%) to one hundred percent (100%) of the excess charges, depending on the estimated percentage of water leaked that did not go into the sewer system. While credits will not be given to those with sewer maximums, allowances will be made when calculating the new sewer maximum if the leak took place during the winter months.

1. Such allowances will be granted only once per customer per service address within a two year period, and only if the following conditions exist:
 - a) Consumption is at least double normal usage;
 - b) Consumption is at least 2,000 cubic feet (20 ccf) more than normal;
 - c) Total consumption for the reading period exceeds 3,000 cubic feet (30 ccf); and
 - d) Circumstances indicate a leak exists or had existed.
2. Documentation of repairs made will be required from the customer before their account can be reviewed for a credit adjustment. The following will be considered adequate documentation:
 - a) Receipts from plumbers;
 - b) Receipts from replacement parts purchased;
 - c) When no such document exists (i.e. customer fixed leak without purchasing anything), a signed statement from the customer describing the work done will suffice.
3. Upon notification by customers that repairs have been made, the Utility reserves the right to withhold all adjustments for at least two (2) additional billing periods, in order to verify the usage levels have returned to normal.

D. Removal of Late Fees

Late fees may be removed only if:

1. The Utility delayed the billing;
2. The Utility erroneously processed the payment;
3. A customer paid at an authorized agent of the Utility, such as a

bank, and the agent was remiss in sending the payment to the Utility.

A disputed bill is not sufficient reason for removal of late fees.

E. **Re-establishing Maximum Sewage Charges**

The Utility re-establishes account maximum sewage charges every year in the spring. Once this update has been completed, a customer's account will only be considered for a review of their maximum sewage amount if there was a metered water leak during the bill reading periods used in calculating the new sewage maximum. All such review requests must be verified by the Utility. The Utility reserves the right to withhold all adjustments for at least two (2) additional billing periods, in order to verify the usage levels have returned to normal. If warranted, the sewage maximum will be adjusted and the proper credits issued accordingly.

F. **Billing Adjustments**

The Utility may bill customers for prior periods of inaccurate billings, fraudulent usage or other errors, if it can be clearly demonstrated by meter readings or other means, that the customer was under billed or not billed at all. Such charges will be calculated by computing the difference between charges for actual usage and billed or non-billed usage. If meter reads are not available, the Utility may charge on the basis of average consumption by customer class.

The Utility may charge customers for unbilled or under billed services based on the following criteria:

1. In the event of fraudulent usage or avoiding proper establishing of services, the Utility may charge for estimated usage to the known date of usage which can reasonably be determined.
2. For errors which are wholly the fault of the Utility, including incorrect tariff applications, there will be no retroactive charges; however the Utility will notify the customer of any changes to their account and the corresponding impact to the bill going forward.
3. All other errors may be adjusted to the known date of error or for a period of one year, whichever period is shorter.
4. Errors that result in credits to customers may be adjusted for up to two years at the discretion of the Utility, based on the circumstances and cause of the error.

G. **Method of Adjustment**

Adjustments will be applied directly against the customer's account balance.

Refunds from credit adjustments may only be given:

1. If total credit amount is one and one half (1 & 1/2) times larger than the charges for the last billed reading; or
2. The customer no longer has any accounts with the Utility.

In the event that any back billing adjustment or catastrophic leak results in a possible financial hardship on the customer, the Utility, at their discretion, may enter into a written agreement with the customer to make payments over time.

VIII. DISCONNECTION OF SERVICE

A. Disconnection of Service by Utility

The Utility may disconnect water service for the following reasons:

1. **Customer's Request to Discontinue Service**
 - a) A customer may have service discontinued by giving notice to the Utility's office of the date on which customer desires that service be discontinued. Utility will endeavor to obtain the final meter reading on the date customer specifies in their notice, but shall not be obligated to do so unless customer's notice provides Utility at least three (3) working days with access to the meter. Customer shall be obligated to pay for services rendered to customer until the final meter reading is obtained by Utility.
 - b) A customer requesting that the Utility discontinue service to a property, is done to relieve the customer of the obligation to pay for water service. A discontinuance does not guarantee that no water damage will occur. A mechanical failure, vandalism, or other causes may result in water still being supplied to the property after a discontinuance. The owner or occupant must take measures to prevent water damage, even after a discontinuance. Such measures may include:
 - (1) Closing valves in the main supply line to the house;
 - (2) Draining pipes, toilet tanks, water heaters, water softeners, or other stored water in the system;
 - (3) Adding appropriate levels of antifreeze to any water that will remain in the system during cold weather (such as in drain traps);
 - (4) Maintaining at least minimal heat during cold weather;
 - (5) Periodically checking for leaks or damage.

- c) If water damage occurs after a discontinuance, it will be the responsibility of the owner or occupant to repair that damage. The Utility is not responsible for any damage resulting from turning off or failing to turn off water service to a property.
- d) A customer may request to have water service temporarily shut-off at the curb for repairs.
 - (1) This request will be allowed at no charge. However;
 - (2) Additional requests within a seven (7) day period will incur a return trip charge for each occurrence.
 - (3) No credit adjustments will be made to any billings as a result of a temporary shut-off.
 - (4) If service remains shut-off for a period of two (2) weeks, the Utility may interpret this as notice for permanent disconnection and may follow proper procedures to terminate the account.
- e) There will be no abatement of charges in whole or in part for any cause unless the Utility has been notified to turn off the water.

2. **Without Customer's Request and Without Prior Notice**

The Utility may disconnect water service to a water consumer or a property without request by the customer and without prior notice for the following reasons:

- a) If a condition dangerous or hazardous to life, physical safety or property exists, including a potential threat; or
- b) Upon order by any court, the Commission or other duly authorized public authority; or
- c) If fraudulent or unauthorized use of water is detected and the Utility has reasonable grounds to believe the affected customer is responsible for such use;
- d) Defaults on any agreement with the Utility.
- e) The customer fails to correct any situation or usage on their premises which endangers the Utility's source of supply or its distribution system.
- f) If the Utility's regulating or measuring equipment has been tampered with and the Utility has reasonable grounds to believe that the affected customer is responsible for such tampering. In such cases, an unauthorized usage fee will be assessed, pursuant to Section VI. UNAUTHORIZED USE OF WATER SERVICE.

3. **Without Customer's Request and With Prior Notice**

The Utility may disconnect water service to a water consumer or any property without request by the customer for any of the following reasons, provided it notifies the customer as set forth here:

- a) The customer fails to make any necessary repairs required by the Utility. This shall apply to the service pipe or appurtenances thereto, the meter setting and location, any private fire protection systems, unmetered facilities or any violations of plumbing code as adopted by the City of South Bend.
- b) The customer vacates the premises, or fails to pay any portion of their utility bill or other charges within thirty (30) days of the due date indicated on the customer's bill.
- c) The customer does not provide free, adequate and non-hazardous access to the premises and the meter.
- d) For violation of any of the Utility's Rules and Regulations.

The Utility shall give written notice to the water consumer or property owner of its intention to discontinue water service. The notice must be mailed not less than seven (7) days prior to the proposed disconnection. As an alternative, the notice may be hand-delivered not less than seven (7) days prior to the proposed disconnection to the consumer or a responsible person on the premises at the service address or other known address of the consumer or property owner.

4. **Procedure for Involuntary Disconnections**

- a) Designated shut-off employees shall leave notice of shut-off on customer's door at the time of shut-off.
- b) Shut-off employees shall not accept any payments of any type to avoid discontinuance of water service.

B. **Prohibited Disconnection**

Except as otherwise provided herein, under Section VIII. - DISCONNECTION OF SERVICE, Subsection A.;

1. The Utility may not disconnect service to the customer:
 - a) Upon their failure to pay for services rendered at a different metering point, residence, or location if such bill has remained unpaid for less than forty-five (45) days.
 - b) Upon their failure to pay for services rendered to a previous occupant of said premises to be served, unless the Utility has good reason to believe the customer is attempting to defraud the Utility.
 - c) If the customer shows cause for their inability to pay the

full amount due (financial hardship shall constitute cause), and said customer:

- (1) Pays a reasonable portion of at least ten dollars (\$10.00); and
 - (2) Agrees to pay the remainder of the outstanding bill within three (3) months; and
 - (3) Has not breached any similar agreement with the Utility made pursuant to this rule within the past twelve (12) months.
- d) The Utility may in its sole judgment grant an extension of time for the payment of the shut-off amount. The Utility may grant or deny an extension agreement based on past payment history or any other information deemed pertinent. The following conditions must be met in order to receive a payment extension:
- (1) All requests for extensions must be made by the shut-off date.
 - (2) No extension agreements may be made with field operations personnel.
 - (3) No extensions will be granted while a current extension agreement is in force at the subject address.
 - (4) Failure to meet the terms of an extension agreement will cause such document to become void and make all past due bills to become immediately due and subject to disconnection at the discretion of the Utility.
 - (5) Customers are limited to four (4) extensions per calendar year. If the extension agreement is not honored, the customer is not eligible for another extension for one (1) year from date of violation.
 - (6) Extensions may be granted for up to ten (10) calendar days from the shut-off date.
2. The Utility shall postpone the disconnection of service for ten (10) days if, prior to the disconnection date specified in the disconnect notice;
- a) The customer provides the Utility with a medical statement from a licensed physician or public health official; and
 - b) Notification must state, that disconnection of service would be a serious and immediate threat to the health or safety of a designated person in the household of the

customer.

The postponement of disconnection shall be continued for one (1) additional ten (10) day period, upon the provision of an additional such medical statement.

As a provision of the above conditions, the Utility will add all applicable late payment charges to the outstanding bill. Provided further, that the above terms of the agreement shall be put in writing by the Utility and signed by the customer and by a representative of the Utility. Any default by the customer on the signed agreement may result in immediate discontinuance of service.

C. Time of Disconnection

1. The Utility may not disconnect service unless it is done between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. Disconnections pursuant herein, to Section VIII. - DISCONNECTION OF SERVICE, Subsection A. (1 & 2), is not subject to this limitation.
2. The Utility may not disconnect service for non-payment on any day on which the Utility office is closed to the public, or after twelve noon (12:00 noon) of the day immediately preceding any day on which the Utility office is not open to the public.

D. Reconnection

The Utility shall reconnect water service to the customer as soon as reasonably possible but at least within one (1) working day after it is requested to do so; provided, however, that the Utility shall not be required to reconnect the service until:

1. The conditions, circumstances or practices which caused the disconnection have been corrected;
2. Payment of all outstanding due or special charges owed the Utility by the customer and any deposit authorized by these rules has been made;
3. A responsible person is present in the premises to see that all water outlets are closed to prevent damage from escaping water. Property owners may sign a waiver with the Utility releasing the Utility from any liability for reconnecting service should the property owner not wish to be present at reconnection;
4. Payment of any associated fees have been made along with any reimbursement for permanent disconnection of service line and subsequent restoration, if applicable; and
5. All utility locates are completed as required by law.

E. Terminate a Customer Account Without Notice

The Utility may terminate a customer account without notice:

1. If no payment is received within thirty (30) days of a discontinuance of service, provided there has been no metered use at the account location;
2. If there has been no response or payment from the customer ten (10) days following a Deceased Account Notification letter.
3. After three (3) months of returned mail and no response from customer, provided there has been no metered use at the account location.

F. **Remedies**

The remedies provided herein, the Utility's Rules and Regulations, shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity. Discontinuance of service for any reason shall not invalidate these Rules and Regulations or any contract, and the Utility shall have the right to enforce any contract notwithstanding such discontinuance.

IX. **METERING**

A. **Ownership and Type of Meter and Pit**

Water usage will be measured by cold water meters of manufacture and specifications approved by the American Water Works Association. All meters, with the exception of sewage credit meters, will be furnished, installed, removed, maintained, and owned by the Utility. However, the customer will be held responsible for any theft or damages to the Utility's meter. The Utility reserves the right to determine the number, type and size of meters that shall be used in connection with any service pipe. Meter size will generally be determined by the customer and will be equal to or slightly less than the service line size.

- **Sewage Credit Meters** – To more accurately reflect a proper sewage charge, a sewage credit meter may be furnished, installed, owned and maintained by the customer in order to measure the amount of water which does not enter into the sewage collection system, such as by evaporation or product water. A sewage credit meter must be one (1) meter and not the net of two (2) or more meter readings. Pursuant to South Bend Municipal Code, Chapter 17, Article 2. Division 4. Sec. 17-22.
- **Sewage Only Metering** - In case of a private water supply, such as a well, where the customer is attached to the sewage collection system, the Utility will require metering of the water to account for sewage treated. This meter will be provided by the Utility. However, in certain instances, a water meter may prove impractical

and the Utility may require special metering devices at the customer's expense. Failure to install sewage only metering will result in estimated billings for sewage. Pursuant to South Bend Municipal Code, Chapter 17, Article 2. Division 4. Sec. 17-22.

- Pit Meters - Meter pit construction, ownership, and maintenance is the customer's responsibility. Any damage to the meter or other Utility property due to negligent construction or maintenance must be paid by the customer.

B. Meter Setting and Location

1. General

The customer at their expense must provide a meter setting or yoke, including a stop and waste valve, immediately before the meter and if larger than one inch (1") line size, another valve after the meter, in an area suitable to the Utility. The meter shall be positioned so that water flow through the meter is horizontal.

With the exception of sprinkler meters, if the outlet pipe is two inches or larger, or if water service must not be interrupted, a bypass pipe around the meter must be furnished and installed by the customer. The bypass shall incorporate a valve which will be sealed or locked by the Utility to prevent unauthorized use of water. Bypass pipes are prohibited for service pipes less than two inches unless authorized in writing by the Utility.

In general, all meters should be located inside the building. In the case of a sprinkler system, the meter may be located outside in a meter pit. All installations shall be as herein described and as further prescribed.

The meter shall be placed so as to be at all times accessible for reading, inspection and removal with reasonable ease for testing or replacement. The Utility may require relocation of the meter at the customer's expense if accessibility is not provided. All changes in meter location at the customer's request shall be approved by the Utility. The customer may be charged a service fee in accordance with this service.

The Utility reserves the right to put seals on any water meter or remote register, or on its couplings in and for any premises, and may disconnect service if such seals are found broken or removed. Service will not be reconnected until all applicable penalties and service charges have been paid. Where repair or remodeling work require breaking any seals, proper advance notification must be given to the Utility. Notice must also be given once all work has been completed so that broken seals may

be replaced. All meters found with broken seals will be tested by the Utility. The customer shall pay a service charge for the test.

Accommodations must be made by the customer so that meters two inches or larger can be tested in place. Such accommodations must include a bypass pipe and a means of disposing of test water such as a floor drain or outside doorway located within 20 feet of the meter setting. A reasonable amount of space should be allowed so one man can work in an un-cramped manner, in a standing or seated position on the floor.

2. Indoor Location

When the meter is to be installed indoors, it shall be located, as near as practical, to where the service pipe enters the building, in a clean, dry, safe place, protected from freezing and excess heat and not subject to wide temperature variations.

Residential meters shall be installed between three and four feet above the floor with no obstructions within three feet (3') of the meter. All meters and meter settings should be installed according to particular standardized drawings and instructions as specified by and available at the Utility's engineering department.

3. Outdoor Location

Meters to be located outside any structure shall be installed in an underground meter pit approved by the Utility located on public property and in accordance with sound Utility engineering standards. The pit must be constructed to protect the meter from freezing and damage from vehicular traffic. The pit location and design should prevent, as far as possible, the inflow and accumulation of surface water. The pit must also allow for adequate ventilation to prevent against the buildup of noxious gases which would endanger the wellbeing of anyone needing to enter the pit. Service may be disconnected if after proper notice, maintenance of the pit does not comply with Utility standards.

C. Testing and Replacement

Maintenance by the Utility will include assurance of accuracy standards imposed by the AWWA. The Utility will periodically request that the customer's meter and/or remote registers be tested or replaced if in the Utility's judgment there is reason to believe the meter is not functioning correctly, including but not limited to certain variances in usage as well as age, type, brand and kind of meter. Ordinary repairs to meters, cables, and remote reading devices will be made by the

Utility without expense to the customer. It is the customer's responsibility to have all valves (inlet, outlet and bypass) in working order. The Utility will not be held responsible for any damages resulting from inoperable valves.

Provided the meter was not tested within the last twelve (12) months, the Utility will, upon written request by the customer, test the customer's meter. A report of such a test will be made to the customer and a record of the test will be kept on file by the Utility. If the meter is found to have a percentage of error of greater than two percent (2%), the customer will not be billed for the test. Any excessive meter errors will be handled as set forth herein, Section VII. - CREDITS AND ADJUSTMENTS.

D. **Master and Multiple Meters**

In general, each dwelling unit or building shall have a water meter and a separate shutoff valve in the public right of way. Multiple family dwellings and office buildings may have a single meter, or single shut off valve, if the property owner is responsible. Multiplex buildings such as condominiums, in which there are multiple owners, must have a separate meter and outside shutoff valve for each owner.

In the case of master meters, the Utility reserves the right to base the minimum water charge on the product of the number of leased or rented units and the smallest meter minimum, rather than the master meter size. All meters will be billed separately except where the customer would be entitled to a master meter but was not able to install one due to limitations imposed by the Utility such as would exist in certain industries.

X. **SERVICE LINES**

A. **Ownership and General Requirements**

Water and sewer service lines from the point of connection to the main, including meter pits, valves and fittings are installed and owned by the property owner and maintained by them with the exception of certain line failures as described below. Each premise shall receive water utility service through a separate service pipe. The Utility reserves the right to specifically determine the configuration of, number of, and location of service lines, stop valves and/or main taps to service any premise.

Generally, irregular lines, lines between structures or parcels of real estate crossing any public thoroughfare or crossing into another person's property, or lines running parallel to the street centerline will not be allowed. If any such irregular line exists, the Utility may

require its demolition at the customer's expense after giving a ninety (90) day notice. Water service may be discontinued prior to ninety (90) days as described herein, Section VIII. - DISCONNECTION OF SERVICE. It is the customer's responsibility to notify the Utility prior to any modifications of the customer's utility facilities.

When service connections are made as a part of the initial installation of "on site" mains by a developer's plumber, or when service connections are made to existing mains by the developer's plumber, the Utility will allow such connections provided the developer and their plumber abide by the Utility's requirements as herein described and specifications determined by the Utility's engineering department. The developer shall guarantee in writing their work for a period of not less than three (3) years.

Specifications for sewer service lines shall conform to the Municipal Building Code and City Engineering Department Standards.

Customers desiring to install or to make modifications to their sewer service facilities should contact the City engineering department.

B. Installation Requirements

1. Size and Material

The minimum inside diameter of all newly laid service lines shall be one inch. Nonmetallic, lead or galvanized steel pipe are prohibited whether on public or private property. Service lines shall be ductile cast iron or Type K copper from the main to the front of the building. The water line shall have one (1) foot extra length, or waviness, to allow for ground movement.

2. Location

The Utility reserves the right to determine the location or to order relocation of water service lines and appurtenances if noncompliant with these Rules. Each premise to be served shall have a separate water service line. However, two lines for adjacent properties may be run in the same trench provided they are at least four (4) feet apart. Water service lines shall, where possible, run straight and perpendicular to the long axis of the main. Lines shall be at least ten (10) feet horizontally from any sanitary sewer line, and at least one (1) foot above the sewer line if they cross. The water line shall have a minimum earth cover of five (5) feet and a maximum of six (6) feet. Backfill and tamping shall conform to AWWA specifications and the Municipal Code. Service lines may not be placed under driveways or parking lots where possible. Leaks on such lines will not be covered by the water service fund. Residential service lines shall be located approximately four (4) feet laterally from the side property line on either side of the parcel unless

otherwise approved by the Utility. Standard drawings of service line and tap installation are available at the Utility engineering department.

3. Licensed & Bonded Plumber Required

Any customer wishing to install a service line or tap into a main shall, at their own expense, hire a licensed bonded plumber. The plumber shall act as the customer's agent in such contacts with the Utility. The plumber shall guarantee new service lines for at least three (3) years from the service start date. The Utility and local plumbing inspector reserve the right to inspect each line for proper material, depth, and workmanship prior to backfill. Detailed As-Built must be provided by plumber prior to start of service.

4. Curb Stop Valves and Box

Each service line shall have an operable valve for the purpose of turning water on and off at the premises served. The valve should be accompanied by an approved box. The top of the box shall be set level with the grade of the surrounding street, sidewalk, or ground.

The curb stop valve and box shall be located in the uncovered ground adjacent to the curb and shall be in front of the structure served. In the event a sidewalk abuts directly to the curb, the curb valve and box should be located as close as possible to the curb, but not in the street or beyond the easement or public right of way. For streets with no curbs or with no sidewalks, two (2) feet beyond the edge of the street shoulder shall be interpreted as the curb. Curb valves should not be installed more than 2 feet back of the street. There should not be any obstruction within a one and one half (1 1/2) foot radius of each stop box that would inhibit valve operation.

For new service lines four inches (4") and larger, the stop valve and box must be located in the street within one (1) foot of the main. The stop box must be per Utility engineering specifications so as to allow for future height adjustments due to street work. In no event shall any service stop be placed in any vault underneath the sidewalk.

No person other than an authorized representative of the Utility or a plumber with the Utility's permission shall operate this valve. Utility personnel will not open or close valves for irrigation lines except for emergency shut-offs and only if the valve is accessible and functional.

C. **Connection to the Main (Taps)**

A customer wishing to tap into a main shall have their plumber make arrangements with the Utility for a water tap at the prevailing charge, or with the City engineering department for a sewer tap. The plumber shall check with the Utility to determine whether the customer is liable for other connection charges.

The plumber, in arranging for a new water tap, must obtain a right of way excavation permit from the City Engineering Department before a tap will be allowed. They must then pay the tap fee in advance, arrange a tap appointment at least forty-eight (48) hours in advance, excavate and expose the water main for the tap, install the service line and curb stop (see above), and backfill. The Utility will make the actual connection to the main which will only include installation of a corporation stop or valve but not physical connection of any service line piping. The water main must be exposed with ample room to complete the tapping process at a forty-five (45) degree angle. The excavation is subject to all OSHA standards. Looping of the service line from the main is strictly prohibited. The customer or their agent may not make a water tap without written consent from the Utility.

The Utility shall make all taps into public water mains or mains in easements dedicated to the Utility except as follows:

1. In the case of new developments, where the mains are constructed privately and then dedicated to the City, the developer's agent, a licensed bonded plumber, may make the taps and shall be responsible for defects for a three (3) year period starting at date of installation. Old water lines may not be used on new construction.
2. The tapping valve, whether corporation cock or larger valve, shall be purchased, owned and maintained by the customer, as part of the service line. However, the Utility has the right to operate these valves to control the flow of water as described in these Rules.
3. Taps on fire lines for domestic use are strictly prohibited.

D. **Service Line Repair Funds**

1. **Water Leak Repair Fund**

The Water Leak Repair Fund was established in 1958 for the repair and/or replacement of leaking water service lines and shutoff valves. Each customer is assessed a monthly charge. The Water Leak Repair Fund is an advantage to the customer because it shifts the large expense associated with leak repair from the customer to the Utility. It is also advantageous to the Utility because it ensures prompt repair and prevents wasted

water.

Funds so collected shall be used for the payment of repairs and/or replacement as provided herein from the water main to the front wall of any building, or line extended therefrom, but it shall not insure any water service line under any porch, steps, slab foundation, hard surface driveway, parking lot, crawl space or in any room or space under any sidewalk. In the case of two inch (2") lines or larger, the repairs provided hereunder shall extend from the water main to the property line only.

Water sprinkler service lines shall not be covered under this article; however, if the domestic service line is less than two inches (2") and has a lawn sprinkler connection tee in it, said domestic service line and the tee will be covered, but not beyond the tee nor any costs of repair to the lawn sprinkling system proper. Utility personnel will not open or close valves for irrigation lines except for emergency shut-offs and only if the valve is accessible and functional.

Fire protection lines, and any pipes tapped off of the fire line, are not covered by this fund.

The Water Leak Repair Fund for repair and/or replacement shall not be in force on any account if the charge is delinquent for four (4) or more consecutive months.

Leaks not covered by the Water Leak Repair Fund must be repaired by the customer/property owner, who will be given ten (10) days to make the repair. If not repaired within the time allotted, the Utility will repair the leak and bill the customer for all expenses incurred in the repair and/or replacement.

Customer will also be billed per standard water rates for wasted water due to leak running more than three (3) days. Water total will be based on Utility standard accounting methods of leak classification. If the leak may cause damage to property other than the customer's, or if there are public safety concerns, the Utility will repair the leak immediately and bill the customer/property owner for the repair. If the Utility makes the repair, the water service will be discontinued until arrangements have been made to pay the bill.

For lines disturbed by contractors, plumbers or others, the agent who disturbs the line shall repair it.

2. Sewer Service Fund

See South Bend Municipal Code, Chapter 17 SEWERS AND WATER, Article 7. SEWER SERVICE FUND AND CHARGES.

E. Low Pressure Complaints

Periodically, the Utility receives complaints concerning low water pressure, usually on older structures. Realizing that service lines are primarily the responsibility of the home owner, the Utility will do all that is feasible to assist residential customers in solving these problems, if the customer is willing to wait until said work can be scheduled by the Utility.

If the customer chooses to replace or repair the line through a plumber and at a time convenient to them, it shall be at the property owner's or customer's expense.

F. Demolition

Building demolition, due to condemnation or redevelopment of property, requires proper disconnection of water service lines to prevent leakage. The Utility will disconnect the service line at the property owner's expense, (at the current demolition fee). This charge shall be fixed by the Utility based on number and size of services to the property. The demolition contractor shall be responsible for the water service demolition fee prior to any work being done. The contractor will also be responsible for the return of any meter or other fixtures belonging to the Utility which the Utility was unable to retrieve prior to demolition.

When buildings are demolished, the instituting agency, usually the Department of Code Enforcement, shall include in its specification the requirement that all water service lines shall be disconnected in conformity with Utility Rules; and it may include the water service demolition fee in its contract with the demolition contractor. Re-use of disconnected service lines is prohibited.

XI. FIRE PROTECTION

A. General

Water service lines for private fire protection (sprinkler systems, standby hoses or external private hydrants) are subject to the specifications outlined herein, Section X. - SERVICE LINES. All fire protection system designs must be approved by the City Fire Department or applicable fire department in addition to the Utility. The Utility will not be responsible to supply more than thirty-five (35) psi normal static pressure in the water mains. Fire lines requiring

higher line pressures must have separate arrangements made on the customer's premises such as a tank and/or booster pump. A hydrant tapped off a municipally owned water main is considered a public fire hydrant and will be maintained by the Utility. Any hydrant tapped off a private service line is considered a private fire hydrant and must be maintained by the customer.

Charges for fire lines shall be made according to the approved schedule of rates and charges, and will be billed monthly. Fire line fees are based on the tap size of the service line at the water main.

B. Installation Requirements

The type, kind, and quality of all pipe and materials installed underground for fire protection shall be subject to approval by the Utility. Normally, separate fire lines are not metered. However, the Utility may require an approved detector check with a bypass meter be installed in certain private fire protection lines. All fire line systems shall have a check valve and an alarm valve with systems utilizing tanks requiring two check valves and an alarm valve. Domestic branches off of fire lines are strictly prohibited.

The Utility may require a master meter be installed whenever a single service line supplies water both for fire protection and for use other than fire protection including cases where the Utility has found evidence suggesting the customer has used water supplied through a fire protection line for other than fire protection uses.

C. Seals

Hydrants, bypass valves, and other fixtures in a private fire protection system may be sealed by the Utility. Seals may only be broken in the event of fire or by permission from the Utility. The customer must notify the Utility when a seal is broken.

D. Disconnection of Service

Fire protection service may be discontinued for any of the reasons listed herein, Section VIII. - DISCONNECTION OF SERVICE. In addition, waste, leakage, or unauthorized use of water will be grounds for service shut-off as well as failure to execute a proper agreement with the Utility. Leaking private hydrants shall be reported to the Utility, shut off at the valve, and repaired by the customer.

XII. PLUMBING REGULATIONS

A. Compliance with Plumbing Codes

All plumbing installations on premises to be served by the Utility must be in compliance with all applicable local state and federal plumbing

codes.

B. **Protection of Water Supply System**

In general, any connection between a safe drinking water supply system, public or private, and a potential source of contamination through which pollution of the potable water supply can occur is strictly prohibited, and will be grounds for shut-off. The customer has the primary responsibility of preventing pollutants and contaminants from entering their potable water system(s) or the public potable water system. The customer's responsibility starts at the point of delivery from the public water supply and includes all their water conditioning equipment and piping, including any irrigation system.

The Utility reserves the right to inspect all installations and cross-connections to its water supply and may order certain backflow prevention devices be installed in accordance with regulations of the State of Indiana, the American Water Works Association, the EPA, and local codes. Installation and maintenance of all such devices shall be done by the customer at their expense. The City of South Bend has passed Ordinance No. 8356-93 establishing a Water Cross-Connection Control Program to Safeguard the South Bend Public Water Supply in Support of Existing State Law.

C. **Alterations on Premises**

Any customer wishing to make alterations to the plumbing system on their premises which would affect the service rendered by the Utility must have the written approval of the Utility. Such alterations would include installation of a booster pump, cross connection, etc.

XIII. UTILITY'S RESPONSIBILITY

A. **Interruptions and Fluctuations**

The Utility will undertake reasonable care and diligence to avoid interruptions in service and fluctuations in pressure or flow. However, interruptions may occur and variations may be expected. Customers requiring uniform service, pressure or flow should make special provisions on their premises.

Whenever the service is intentionally interrupted for any purpose, such interruption shall, except in emergencies, be at a time during such hours which will cause the least inconvenience to customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance.

B. **Liability for Damages**

The Utility will not be responsible for any damage done or

inconvenience caused by reason of pressure fluctuations, breaks, leaks or defects in, or by water escaping from, its water distribution system, which includes the mains but not the service lines, or by variations in pressure, flow or continuity of service, or by sand, dirt, particles, and other debris which may be present.

Since service lines are not owned by the Utility, but by the property owner, the Utility is not responsible for damage caused by breaks, leaks or defects in the service line. The service line and all appurtenances thereto are the sole responsibility of the property owner.

C. **Quality and Quantity**

The Utility will be responsible for maintaining a reasonable quantity and quality of potable water, as defined by the National Safe Drinking Water Act (Public Law 93 523), the American Water Works Association, the Indiana State Board of Health and Indiana Department of Environmental Management. Such maintenance will include regular systematic flushing of the water mains to remove accumulated particles, if any.

D. **Electrical Continuity**

The Utility will not be directly or indirectly responsible for electrical continuity due to grounding of electrical systems to the water pipes. The Utility opposes grounding of electrical systems to the water pipes, and prohibits such practice in all new installations.

E. **Locates**

Utility personnel will locate and mark water mains that are owned by the Utility. They will also locate the customer's stop box and service line upon request if given forty-eight (48) hours advanced notice. The Utility is not responsible for damages done by contractors whether located or not located.

XIV. CUSTOMER COMPLAINTS AND DISPUTES

A. **Complaint Procedure**

1. A customer may make a complaint at any time to the Utility about any bill, security deposit, disconnection notice, or any other matter relating to their service and may request a conference thereon. Such complaints must be submitted in writing to the Utility office. A complaint shall be considered filed upon receipt by the Utility. In making a complaint and/or request for conference, the customer shall state at a minimum, their name, service address, and the general nature of their

complaint.

2. Upon receiving each such complaint or request for conference the Utility shall:
 - a) Promptly, thoroughly and completely investigate such complaint,
 - b) Confer with the customer if requested and;
 - c) Notify, in writing, the customer of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint.
3. Customers who are not satisfied with the Utility's resolution within the scope of these Rules and Regulations may appeal the Utility's decision to the Board of Public Works. The Board of Public Works, notwithstanding the guidelines contained herein, may, based upon the argument(s) presented during a public hearing, deviate from these Rules and Regulations in determining the outcome of the appeal in its effort to reach an equitable conclusion.

B. Service Pending Disposition of Complaint

If the customer is receiving service at the time the complaint and/or request for conference is received by the Utility, their service shall not be disconnected provided the customer has paid and continues to pay all bills rendered to them prior to their becoming delinquent. Payment of disputed bills is discussed herein, Section V. D. – Payment.

C. Damage Claims

Claims for damage due to water quality or pressure, or other claims must be submitted to the City Legal Department.

XV. REVISIONS AND APPROVAL

The Board of Public Works of the City of South Bend, Indiana, shall approve these Municipal Utilities Rules and Regulations. The Board reserves the right to revise, amend, delete or otherwise change them as necessary from time to time. These Rules shall be available to the public and shall be placed on file with the Indiana Utility Regulatory Commission.


APPROVED:

BOARD OF PUBLIC WORKS



Gary Gilot, President

Laura O'Sullivan, Member



Elizabeth A. Maradik, Member



Therese Dorau, Member

Genevieve Miller, Member

Date: 6/25/2019

APPROVED AS TO FORM:

Clara McDaniels
Assistant City Attorney

Date: _____

Date	<u>6/18/19</u>		
Name	<u>Kim Thompson</u>	Department	<u>Utilities</u>
BPW Date	<u>6/25/19</u>	Phone Extension	5969

BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Clara McDaniels</u>
Dept. Attorney	<input type="checkbox"/>	Attorney Name	_____
Purchasing	<input type="checkbox"/>	_____	

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Other: Rules		<input type="checkbox"/> Ease./Encroach
		<input type="checkbox"/> Title Sheet

Company or Vendor Name	N/A
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Project Name	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Number	
Funding Source	N/A
Account No.	
Amount	
Terms of Contract	
Purpose/Description	South Bend Municipal Utilities Rules and Regs revision to address HB1347 changes to owner/tenant accounts

		For Change Orders Only	
Amount of	<input type="checkbox"/>	Increase	\$
	<input type="checkbox"/>	Decrease	(\$)
Previous Amount		\$	
		Increase	%
Current Percent of Change:		Decrease	(%)
New Amount		\$	
		Increase	%
Total Percent of Change:		Decrease	(%)
Time Extension Amount:			
New Completion Date:			