

Wyandotte Nation Utility Board Customer Service Policy

Rules and Regulations of the Wyandotte Nation Water and Sewer, herein referred to as the “Utility.”

Definitions. The following terms when used in this policy mean:

Applicant: Any individual, firm, partnership, corporation, authority, or other entity residing or owning land located within the service area applying for water/trash disposal service.

Board: The Utility Board

Wyandotte Nation Board of Directors: The governing body of Wyandotte Nation.

Utility Board: The operational responsible staff for infrastructure operations.

Customer: Any individual, firm, partnership, corporation, authority, or other entity that has applied for and is currently receiving water/trash service.

Point of Delivery: The point of delivery of service to each customer shall be at the meter, unless otherwise specified in the Water User's Agreement.

Point of Use: For each customer of the Wyandotte Nation **Water & Sewer**, the point of use shall mean the precise location at which water is used or consumed (a residence, building, dwelling, business, etc.) or similar location on the customer's premises, where water is to be used by the customer.

Service: The term “service” shall mean the availability for use by the customers of water adequate to meet the customer's requirements. Service shall be considered “available” when the Utility maintains the water supply at normal pressure at the point of delivery in readiness for the customer's use, regardless of whether or not the customer makes use of it.

Service Area: The geographic areas served by the utility described generally as: *Beginning at Roads bisected by East 157 Road to East side of Hwy 10 to 160 road and the West side of Hwy 10 along 160 road then south along 660 road.*

Service Line: The water line that extends from the point of delivery to the point of use for each customer of the Wyandotte Nation Water & Sewer.

Trash Disposal Service: Section of the agreement or contract between the customer and the Utility, pursuant to which trash disposal service is supplied and accepted.

Utility User's Agreement: The agreement or contract between the customer and the Utility, pursuant to which water, trash, and sewer services is supplied and accepted.

Water Service Connection: A water service connection consists of a water meter and other facilities for supplying water to a **single** point of use (one residence, dwelling, property, or premises, structure, business, etc.). A single customer may be supplied by more than one service connection if that customer has more than one point of use.

I. General Rules

- I.a** The purpose of the utility is to provide a safe supply of water to the customers within its service area. If applicable the utility shall also provide trash disposal services. The supplying and taking of water and trash disposal trash service shall be in conformance with these rules and regulations, and applicable rate schedules of the utility.
- I.b** Each customer of the utility shall be eligible to receive service from the utility only after a Water User's Agreement has been executed between the customer and the utility. If a customer requires service at more than one point of use, a separate Water User's Agreement shall be executed for each additional point of use.
- I.c** The utility agrees to provide service to the point of delivery, and install and maintain at its expense, one metered service connection for each customer point of use, based on a valid Water User's Agreement.
- I.d** The customer will install and maintain at his own expense, service lines from the point of delivery to the point of use. The customer will make repairs on a timely basis as necessary.

I.e A metered service connection is for the sole use of the applicant or customer. Customers shall not permit the extension of pipes for the purpose of transferring water from one property to another, from one point of use to another, nor share, resell, or sub-meter water to any other person or entity.

I.f Multiple Residential and Point of Use Properties: The standard residential rates of the system shall be applicable to all multiple residential and point of use properties. Multiple residential properties include mobile home parks, apartment buildings, motels, housing complexes, or similar residential developments. The Board may, at its discretion, choose to serve multiple residential properties through a single master meter. In such cases, the owner must agree in writing that he/she will be responsible for payment of the monthly water bill. The system's monthly bill for multiple residential properties will be computed as follows:

Wyandotte Nation Water & Sewer's minimum residential rate x the total number of dwelling units
plus
Per 1,000 gallon charge for all gallons used above the total minimum gallon usage for all units

I.g At no time shall any customer or individual connect a non-system water source to any service line or water line that is also connected to the system. Representatives of the Utility shall have the right to enter customers' premises for the purpose of inspection and enforcement of this policy at all reasonable hours. Violations of this policy shall constitute cause for immediate disconnection of service.

I.h It is the responsibility of each customer to prepare for weekly trash disposal service to be picked up weekly on Thursdays. Trash disposal service will be charged monthly to the customer at the same rate if customer misses trash pickup day.

I.i It is the responsibility of each customer to anticipate changes in occupancy and to have service transferred to the new customer in accordance with the policy for obtaining service (see Section II.a). Until service is formally transferred, the original customer shall be responsible for payment of service. The Utility Board may refuse to transfer service until all past-due bills and charges have been paid.

I.j Customers agree to pay the established fees for water service and trash service in accordance with applicable rate schedules at the time service is provided by the Utility.

I.k Representatives of the Utility shall have the right at all reasonable hours to enter the customer's property in order to: read water meters; inspect piping; and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by either the customer or the Utility.

I.l The Utility will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify customers who may be affected by such interruptions, but the Utility will not accept responsibility for losses which might occur due to such necessary interruptions, nor does the Utility accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.

II. Obtaining Water & Trash Service

II.a Applications for water service shall be taken at the Wyandotte Nation Administration office, and must be accompanied by a connection fee/meter set fee of \$ 1,200.00 and a payment deposit of \$ 75.00 . The connection fee/meter set fee will be non-refundable. If the work from the connection/meter fee is over the amount of \$1,200, the customer will be responsible for the overage. The payment deposit will be maintained in a special account to insure payment of water charges. When service is discontinued, any portion of the deposit remaining after current bills are paid will be returned to the customer within 15 days.

II.b Applications for trash service shall be taken at the Wyandotte Nation Administration office, and must be accompanied by a payment deposit of \$ 20 . The payment deposit will be maintained in a special account to insure payment of trash disposal charges. When service is discontinued, any portion of the deposit remaining after current bills are paid will be returned to the customer within 15 days.

II.c Before installing a service connection and providing water available for use, the Utility may require the applicant to pipe his home and be ready to accept service.

II.d Customers will arrange for a licensed plumber to make connection between the service line and the meter. The system operator will inspect all work of the plumber before completion of the work. Customers must notify Wyandotte Nation at least 72hours in advance to connect water lines from dwelling to meter.

III. Customer Billing

III.a Customers will be billed monthly in accordance with the rate structure of the Utility.

III.b Water meters will be read on the last week of each month, excluding Holidays.

III.c Bills will be mailed 1st week of each month.

IV. Payment Terms

IV.a Payment is due by the 15th day of each month.

IV.b Payments made for residential service after the 25th will incur a penalty of \$5 or 10%, whichever is greater.

V. Termination of Water Service

V.a Customers who fail to pay the entire amount due by the payment due date will be subject to termination of water service by the 15th day of the following month.

V.b Customers with unpaid bills on the 25th day of the month will be notified by mail that water service may be shut off on the 15th day of the following month unless payment is made. This shut-off notice will be mailed no later than 10 days before termination of service.

V.c Customers subject to termination of water service will be charged a disconnect fee of \$50.00. Once bill is current, a reconnect fee of \$50.00 is required to restore water service.

V.d Customers must consent to Jurisdiction.

VI. Reconnection of Water Service after Termination for Non-Payment

Customers desiring restoration of water service after termination for non-payment must: (1) pay arrears in the full amount; *and* pay a disconnect fee in accordance with the fee schedule of the Utility; *and* pay the service fee for reconnection in accordance to the Utility's fee schedule.

VII. Meters

VII.a Meters will be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the Utility without cost to the customer. A complete record of tests and histories of meters will be kept.

VII.b Service meters whose errors do not exceed 2% fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at 10% load, unless a customer's rate of usage is known to be practically constant, in which case, the error at such constant use will be used.

VII.c Meters shall be set in an accessible location on the outside of buildings, except where otherwise directed by the Utility. All meters shall be set horizontally and never connected to a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the Utility.

VII.d Meter tests requested by customers will be performed without cost to the customer if the meter is found to be in excess of 2% fast. Otherwise, the customer who requested the test will be charged for the cost of making the test.

VII.e The customer shall be responsible for any damage caused by other than normal wear and tear to the meter installed for his/her service.

VIII. Main Extensions

In extending a water main to serve an applicant, the Utility may, at its discretion, exercise the following option:

VIII.a

In the event that the Utility does not have funds available to pay for construction in the amount of the average cost per user of the entire system, it may require, as a condition of extending service, that the applicant deposit, in addition to the charge of a connection fee, an amount which may equal the entire cost of the extension. In such event, the Utility may, as funds become available, return to the customer that portion of his deposit equal to the average cost of the system per user. No interest will be paid on such deposits.

IX. Services

IX.a

The Utility will install and pay for all water service pipes from its mains to the meters on property abutting the travelway along which the main is installed. The service pipe shall not be less than 3/4" in size. The Utility will also install and pay for the Utility cock, meter, and meter setting.

X. Applicants Having Excessive Needs

X.a

In the event an applicant whose water requirements are found to exceed the Utility's ability to supply it from the existing plant without adversely affecting service to other customers to an unreasonable extent, the Utility will not be obligated to render such service unless and until suitable self-liquidating financing is arranged to cover necessary investment in expanding the plant.

XI. Changes

XI.a

These policies are subject to change as required and voted on by the Board. The Board shall establish rates and fees for service as necessary to operate and maintain the Utility.

XII. Schedule of Rates

XII.a

Schedule of Water Service Rates are set by Wyandotte Nation Utility Board and are maintained and reviewed annually. Rates are subject to change by the Utility Board.

GOVERNANCE POLICIES

XIII. Utility Board

XIII.a

The Utility Board of the Wyandotte Nation Water & Sewer is expressly created and organized to carry out the purposes of the System.

XIII.b

A quarterly meeting of the Utility Board will be held.

XIII.c

The Board shall consist of the Wyandotte Nation Planning Director, Chief of Staff, Controller.

XIII.d

The duties of the Board include the development and adopting of policies to govern the System such as personnel and purchasing policies, and rate schedules.

XIII.e

Conflict of Interest. Directors shall not take part in a decision in which they stand to benefit personally.

XIV. Employees

XIV.a

The Board shall hire, at a minimum, a state-licensed Operator and a Utility representative who shall be responsible for the daily activities of the System and shall be responsible to the Board.