



Marysville Otisco Nabb Water Corporation

Rules and Regulations

1. GENERAL PROVISIONS

1.1 Purpose

These Rules and Regulations (“Rules”) establish the standards under which Marysville-Otisco-Nabb Water Corporation (“MON Water” or “the Utility”) supplies potable water service to its members. These Rules ensure safe, reliable, and equitable water service.

1.2 Authority

MON Water operates under Indiana law as a rural non-profit, member-owned water utility. These Rules are adopted by the Board of Directors and apply to all members, applicants, contractors, and property owners receiving or requesting service.

1.3 Amendments

The Board may amend these Rules at any time. The most current version will be posted at the office and provided upon request.

1.4 Compliance Required

Acceptance of water service constitutes agreement to comply with these Rules. Service may be discontinued for violation of any Rule.

2. DEFINITIONS

Customer – A member of the Utility who is receiving water service, whether as a person, business, agency, or other entity.

Member – A voting member of MON Water in accordance with corporate bylaws.

Premise – A tract of land, building, dwelling, or facility served by one service connection.

Service Line – The pipe from the distribution main to the point of delivery.

- *Utility Side*: Tap, corporation stop, meter pit, setter, meter.
- *Customer Side*: From the corporation stop to the structure.

Main – A water distribution pipe owned by MON Water serving multiple customers.

Meter – Device for measuring water delivered and owned by MON Water.

Backflow Device – Required device that prevents contamination of the public water system.

Point of Delivery – The outlet side of the meter or meter setter.

3. SERVICE CLASSIFICATIONS

MON Water establishes the following customer classifications for the purpose of applying rates, fees, billing structures, and service requirements. Each service connection shall be assigned to the appropriate classification based on the use, occupancy type, and the nature of water demand at the premises.

3.1 Single-Family Residential Service

Single-Family Residential Service applies to:

- A single detached dwelling unit;
- A manufactured or mobile home served by an individual meter;
- Any premises designed and used exclusively for one household.

Characteristics:

- One dwelling per meter;
- Typical domestic use (drinking, bathing, laundry, cooking, outdoor hose use);
- Low to moderate peak demand.

3.2 Multi-Family Residential Service

Multi-Family Residential Service applies to:

- Duplexes, triplexes, townhomes, and apartment buildings;
- Mobile home parks with a master meter;
- Any premises containing two or more dwelling units served by one or more meters.

Characteristics:

- Residential consumption with higher total demand;
- May be individually metered or master-metered;
- Owner or property manager may be responsible for payment if master-metered.

3.3 Commercial Service

Commercial Service applies to non-residential, for-profit entities including:

- Retail stores, restaurants, offices, and service businesses;
- Warehouses, commercial complexes, and shopping centers;
- Industrial or light manufacturing facilities (non-process water only unless otherwise approved).

Characteristics:

- Higher and/or irregular demand patterns;
- Possible need for larger meters or service lines;
- May require backflow devices consistent with commercial/industrial risk.

3.4 Non-Profit

Non-Profit Service applies to organizations operating on a charitable, religious, cultural, or community-service basis, including:

- Churches, ministries, and religious facilities;
- Non-profit community centers and charitable organizations;
- 501(c)(3) organizations operating non-commercial activities.

Characteristics:

- Consumption patterns similar to light commercial or assembly-use facilities;
- May require backflow prevention depending on facility type;
- Eligibility requires proof of tax exempt status.

3.5 Public/Government

Public/Government applies to facilities owned or operated by government entities, including:

- Public schools;
- Parks, recreational facilities, and public grounds;
- Fire stations, police stations, and other public safety buildings;
- Libraries, township buildings, municipal offices, and public works facilities;
- State, county, or federal facilities located within the service area.

Characteristics:

- Variable demand depending on facility type and use;
- May require larger service lines or specialized backflow devices;
- Typically tax-exempt but subject to all applicable rates and fees.

3.6 Irrigation Service

Irrigation Service applies to connections used solely for:

- Lawn and landscape irrigation;
- Agricultural and nursery watering;
- Watering systems separated from the domestic supply.

Characteristics:

- Seasonal or peak-demand usage;
- Backflow prevention device required;

- Separate meter required unless otherwise approved.

3.7 Classification Determination

MON Water shall make the final determination of classification based on:

- Type of premises served;
- Intended use of water;
- Meter size and peak flow requirements;
- Applicable standards and engineering judgment.

MON Water may reclassify a service if the use of the premises changes.

4. APPLICATION FOR SERVICE

4.1 Eligibility for Service and Membership

Any person, property owner, or lawful occupant of a premises located within the service area of MON Water and having reasonable accessibility to an existing MON Water main may apply for water service and membership. Service is contingent upon:

- a) Availability of system capacity;
- b) Compliance with these Rules and Regulations;
- c) Payment of all applicable fees and any outstanding debts owed to the Utility; and
- d) Completion of required agreements and documentation.

Each meter in service requires a separate membership. Membership fees are set by the Board of Directors and are refundable pursuant to the Utility's bylaws.

4.2 Application Requirements

Applicants must:

- a) Complete the Utility's standard Application for Water Service;
- b) Sign a Water Users' Agreement/Membership Agreement;
- c) Provide proof of property ownership, lease, or occupancy;
- d) Pay all required membership fees, connection/system capacity fees (if required), start-up fees, and other charges;
- e) Provide property access for service line installation, if required.

No application is considered accepted until all required fees are paid and the Utility approves the request.

4.3 MON Water Right to Approve or Deny Applications

The Utility reserves the right to reject an application for any of the following reasons:

- a) The applicant is delinquent on a prior account with the Utility;
- b) System capacity is insufficient to serve the request;
- c) The applicant refuses to comply with the Utility's Rules, bylaws, the Utility's standards, or regulatory requirements;
- d) Unsafe or improper plumbing conditions exist;
- e) The service location is outside the Utility's approved service area unless approved by the Board.

4.4 Membership and Account Responsibility

The individual, entity, or property owner in whose name the membership and account are established is responsible for:

- a) All bills incurred at that service address;
- b) Charges resulting from leaks, meter tampering, unauthorized use, or damages to Utility facilities;
- c) Compliance with all MON Water Rules and regulations.

Only the member of record or authorized agent may request changes, updates, or discontinuation of service.

4.5 Changes in Use or Ownership

Members shall notify MON Water of:

- a) Change in ownership of the property;
- b) Changes in tenant occupancy;
- c) Modification of water use that may affect service classification, meter size, or backflow requirements.

Memberships are not transferable under the bylaws and do not transfer automatically upon the sale of property. A new membership must be established through the Utility.

4.6 Discontinuation for Rule Violations

The Utility may discontinue or deny service for violations of these Rules, bylaws, or applicable regulations. Before reconnection, the member must:

- a) Correct the violation;
- b) Pay all charges, including reconnection fees;
- c) Provide documentation.

Reconnection will occur only when conditions are safe and compliant.

5. FEES AND MEMBERSHIP

5.1 Membership Fee

All new members are required to pay a refundable membership fee in the amount of \$100. This fee serves as a security deposit to ensure compliance with MON Water's rules and regulations and will be refunded upon termination of service, provided all outstanding charges have been paid in full and the member's account is in good standing.

5.2 Start-Up Fee

All new members must pay a start-up fee, as set forth in the rate schedule, to offset the administrative costs of processing and activating a new membership, including the cost of conducting the initial meter reading.

5.3 Connection Fee

A connection fee, as identified in the rate schedule, shall be required for each new service connection. This fee covers the costs associated with tapping the water main, installing the meter pit and associated appurtenances.

5.4 System Capacity Fee

All new service connections are required to pay a System Capacity Fee, as established in the rate schedule. This fee is dedicated to the Utility's Capital Improvement Account and is used exclusively to fund system upgrades, expansions, and infrastructure improvements necessary to support increased demand as the system grows. The System Capacity Fee ensures that new development contributes its fair share toward the long-term capacity and reliability of the water system.

5.5 Returned Check Fee

A returned check fee, as identified in the rate schedule, shall be assessed for any payment returned by a financial institution due to insufficient funds, closed accounts, or any other payment irregularity. The member is responsible for promptly remitting an alternative form of payment, along with all applicable fees, to maintain service in good standing.

5.6 Service Fee (Brown Card)

A Brown Card Service Fee, as set forth in the rate schedule, shall be assessed when an account becomes past due and a written delinquency notice is mailed to the customer. This fee covers the administrative and processing costs associated with issuing and delivering past-due notices. Payment of all outstanding charges and the Brown Card Service Fee is required to prevent further collection action, including potential disconnection of service.

5.7 White Notice Delivery Fee

A White Notice Delivery Fee, as identified in the rate schedule, shall be assessed when a final disconnection notice is delivered to the customer's residence. This fee covers the labor, travel, and administrative costs associated with hand-delivering the notice prior to disconnection of service. Payment of all outstanding charges and the White Notice Delivery Fee is required to avoid interruption of service.

5.8 Reconnection Fee

A reconnection fee, as set forth in the rate schedule, shall be required before service is restored following a disconnection for non-payment. This fee covers the administrative and field service costs associated with discontinuing and reinstating water service. Service will not be reconnected until all past-due charges, penalties, and the applicable reconnection fee have been paid in full.

5.9 Taxes and Governmental Impositions

In addition to rates, fees, and charges otherwise established by MON Water, the Utility may collect from the customer any applicable sales tax, use tax, excise tax, utility receipts tax, governmental surcharge, assessment, or other lawful charge or imposition levied on the provision of water service or on the Utility's revenues, operations, or services, to the extent permitted by law.

Any such tax, surcharge, assessment, or imposition may be billed as a separate line item or included within the customer's bill, as determined by MON Water.

5.10 After-Hours Non-Emergency Service Calls

- a) If a customer requests service outside MON Water's normal business hours for a non-emergency matter, MON Water may assess an after-hours non-emergency service call fee as set forth in the Utility's rate schedule.
- b) A non-emergency service call includes any customer-requested visit, investigation, turn-on, shut-off, inspection, or other field response that, in MON Water's judgment, does not involve an immediate threat to public health, public safety, Utility property, or the integrity of the water system.
- c) The after-hours non-emergency service call fee may be charged when MON Water personnel respond outside normal business hours and the service request:
 1. Is for the customer's convenience;

2. Concerns conditions on the customer's side of the meter or point of delivery;
 3. Results from customer negligence, inaction, or failure to comply with MON Water rules; or
 4. Does not involve a fault in MON Water-owned facilities.
- d) The fee may be assessed whether or not corrective work is performed, if MON Water personnel were dispatched in response to the customer's request.
- e) MON Water may waive the fee when the Utility determines that:
1. The condition was caused by MON Water-owned facilities;
 2. The situation involved a true emergency; or
 3. Waiver is otherwise appropriate under the circumstances.

6. MON WATER RESPONSIBILITY AND LIABILITY

6.1 Installation and Ownership of MON Water Facilities

The Utility shall install, own, and maintain the following facilities as part of its water distribution system:

- a) Distribution Mains – Except for new developments, the Utility will construct, operate, and maintain all main distribution lines necessary to deliver water from the source of supply to the service area.
- b) Service Lines to the Point of Delivery – The Utility will install and maintain the service line from the distribution main to the designated delivery point, which is typically located at or near the property line of the member.
- c) Shut Off Valve – The Utility shall install a shut-off valve on the Utility-owned portion of the service line. The valve shall be owned, operated, and controlled exclusively by the Utility. Members are strictly prohibited from operating the Utility's valves.
- d) Meters – Water meters shall be purchased, installed, owned, and maintained by the Utility.
 - a. The Utility may install the meter at the property line or, at its discretion, at another mutually accessible location.
 - b. When multiple meters are placed on one premises for separate consumers, meters shall be grouped and clearly identified.

6.2 Customer Service Line Responsibilities

The member shall be entitled to one (1) service connection unless otherwise approved by the Board. Additional service lines require payment of the current connection and system capacity fees for each connection.

The Utility is not responsible for:

- The member's service line from the meter to the building;
- Piping, fixtures, appliances, or any plumbing located on the member's side of the meter.

No member may install, alter, or extend any service line in a manner that interferes with another member's service, the Utility's facilities, or the delivery of water within the system. Extensions, modifications, or increased usage demands may only occur with the Utility's approval.

6.3 Inspection and Cross-Connection Control

The Utility does not assume responsibility for inspecting the member's piping or internal plumbing system and shall not be liable for any defects, failures, or hazards on the member's premises.

The Utility reserves the right to refuse or discontinue service if:

- The member's service line, plumbing, or equipment is installed in a manner that allows or could allow cross-connection, backflow, or contamination of the public water system;
- Required backflow protection devices are missing, improperly installed, or not maintained.

6.4 Limitation of Liability

The Utility shall not be liable for damages of any kind resulting from the presence or use of water on the member's premises unless such damage results directly and solely from gross negligence or willful misconduct by the Utility.

The Utility shall not be responsible for:

- a) Any defects in the member's piping, fixtures, irrigation systems, appliances, or private fire systems;
- b) Damages caused by leaks, breaks, or failures in the member's plumbing;
- c) Negligence, gross negligence, or misconduct of third parties;
- d) Acts of God, natural disasters, weather events, or other circumstances beyond the Utility's control;

- e) Interruptions in service, variations in pressure, or temporary reductions in water quality resulting from necessary repairs, main breaks, power failures, system failure, or emergency operations.

6.5 Interruption of Service and Notification

Under ordinary operating conditions, the Utility will make reasonable efforts to notify members in advance of planned interruptions for maintenance, repairs, or improvements.

In emergency situations—such as main breaks, equipment failures, contamination threats, or natural events—service may be interrupted without prior notice.

The Utility will make every reasonable effort to notify customers of service disruptions, boil water advisories, and other important service-related information. It is the responsibility of each member to ensure that their contact information is kept current so the Utility can provide timely and accurate notifications.

6.6 No Guarantee of Continuous or Adequate Service

MON Water does not insure, guarantee, or warrant uninterrupted, continuous, constant-pressure, or non-fluctuating water service. The Utility shall make reasonable efforts to provide safe and reliable service, but service may be interrupted, delayed, reduced, or suspended from time to time due to maintenance, repairs, main breaks, power outages, emergencies, weather events, regulatory requirements, source limitations, system demands, operational needs, or other causes beyond the Utility's reasonable control.

MON Water shall not be liable for any loss, cost, expense, damage, or inconvenience resulting from temporary interruptions, pressure variations, reduced flows, or other service irregularities unless caused directly and solely by the gross negligence or willful misconduct of MON Water. The Utility's responsibility for water service ends at the point of delivery, and MON Water shall not be responsible for conditions, losses, or damages arising from the member's service line, plumbing, fixtures, appliances, irrigation systems, private fire systems, or other facilities located on the customer's side of the point of delivery.

7. MEMBER'S RESPONSIBILITY AND LIABILITY

7.1 Installation and Maintenance of Member-Owned Facilities

- a) The member shall install all service line piping, plumbing, fixtures, and apparatus on the member's premises in such a manner that connections to the Utility's lines and mains are conveniently and safely located.

- b) All service line piping, plumbing, and internal systems on the member's side of the meter shall be installed and maintained by the member at the member's sole expense. All work must be performed in compliance with these Rules and Regulations and with all applicable local, state, and Indiana Department of Health sanitary regulations.
- c) The member shall furnish, install, and maintain a private shut-off valve on the member's side of the meter.
- d) If the member's piping arrangement requires additional meters, each meter location shall be treated as a separate account and billed accordingly.

7.2 Meter Location and Access Requirements

The meter shall be placed at the property line unless otherwise authorized by the Utility. Where a meter is located on the member's premises, the member shall provide and maintain a suitable meter location that is: (1) unobstructed; (2) protected from damage; and (3) accessible at all times to authorized MON Water representatives for reading, maintenance, repair, and replacement. The member shall not obstruct, cover, bury, landscape over, or otherwise impede access to meter pits, lids, or access points.

7.3 Prohibition of Cross-Connections and Private Water Supplies

- a) No private water system—including, but not limited to, wells, cisterns, ponds, lakes, springs, or any surface water source—may be physically connected in any manner to plumbing that carries water supplied by the Utility.
- b) Private wells or other non-surface sources also may not be connected to any portion of a plumbing system served by the Utility.
- c) The member must install and maintain any required backflow prevention devices as directed by the Utility.
- d) If a cross-connection or contamination hazard exists, the Utility may immediately discontinue service until such hazard is eliminated.

7.4 Protection of MON Water Property

- a) The member shall protect all MON Water-owned property installed on the member's premises, including but not limited to:
 - Meters
 - Meter pits
 - Meter lids
 - Setters

- Valves
 - Radio transmitters or reading equipment
- b) Only authorized MON Water representatives may access, open, adjust, repair, or otherwise disturb MON Water-owned facilities.
- c) Unauthorized access to a meter pit or MON Water equipment is strictly prohibited and constitutes a material breach of these Rules. Such access may result in:
- Immediate disconnection of service;
 - Forfeiture of membership;
 - Assessment of damages and associated costs.
- d) Members must promptly notify the Utility of any damage to the meter pit, lid, or equipment, or any suspected malfunction.

7.5 Liability for Damage and Negligent Acts

- a) If any loss or damage to MON Water property, or any accident or injury to persons or property, is caused by the negligence, intentional misconduct, or wrongful act of the member, their family, guests, tenants, contractors, or employees, the member shall:
1. Assume full liability for such damage or injury;
 2. Pay the Utility for all repairs, replacements, or associated costs.
- b) The amount of such loss or damage shall be added to the member's bill. If not paid, service will be discontinued.

7.6 Use of Water and Restrictions

- a) Water furnished by the Utility is for the member's domestic or approved commercial use only. Water may be used by the member, members of their household, and employees.
- b) The member may not:
1. Sell water to any other person;
 2. Furnish water to adjoining properties;
 3. Permit any unauthorized person to use the Utility's water through their service connection.
- c) Water may not be used for irrigation, fire protection, or any special purpose unless:
1. Water is available in adequate supply; and
 2. The Utility provides written approval for such use.

- d) Violation of water use restrictions shall constitute sufficient cause for disconnection of service.

8. EXTENSIONS OF MAINS AND SERVICES

8.1 Requests for Main or Service Line Extensions

A landowner, developer, or prospective member (“Developer”) may request the extension of water mains or service lines to property not currently served by the Utility. All such requests must be submitted to the Utility in writing on the approved application form and with the required application fee of not less than \$500.00. This fee covers the Utility’s engineering review and hydraulic analysis. If the project size or complexity requires additional analysis, the Utility reserves the right to adjust the fee accordingly.

8.2 MON Water Discretion and Approval Requirements

No extension of mains or service lines shall be constructed unless it has been reviewed and approved by the Utility.

Approval of an extension is at the sole discretion of the Utility, based on:

1. System capacity;
2. Engineering feasibility;
3. Compliance with MON Water standards;
4. Adequate water pressure and flow requirements;
5. Hydraulic impacts on existing customers;
6. Regulatory requirements; and
7. Long-term operational considerations.

The Utility may approve, deny, or conditionally approve any extension request.

8.3 Responsibility for Costs

The Developer requesting the extension shall bear **all costs** associated with the design, permitting, materials, construction, inspection, and installation of the main extension or service line extension. Costs may include, but are not limited to:

- Engineering and surveying;
- Materials and labor;
- Road or railroad permits;
- Easement acquisition;
- Valves, hydrants, and appurtenances;
- Meters and service connections;
- Backflow prevention devices (if required).

The Utility shall not be responsible for any costs associated with an extension unless otherwise authorized by the Board.

8.4 Construction Standards and Ownership

All extensions must be constructed in accordance with:

- The Utility's technical specifications;
- AWWA standards;
- State and local regulations;
- Requirements of the Indiana Department of Environmental Management (IDEM).

8.5 Transfer and Maintenance

Final Cost Reconciliation.

Upon completion, the Utility will reconcile inspection and related costs and provide the Developer with an itemized statement for payment.

Transfer of Ownership

After successful testing and inspection, the Developer shall provide the Utility with the following to formally transfer ownership of the water main extension:

- Payment to the Utility of the inspection and related costs
- Developer Final Cost Form
- As-Built Drawings with GPS Coordinates
- Recorded Easements
- Addressing of Lots
- An Executed Water Main Ownership Transfer and Acceptance Agreement

Warranty Period

The Developer shall warrant all work for a period of two (2) years from the date of substantial completion. The Developer shall repair or replace any defective work or materials at no cost to the Utility during this period.

No extension shall be activated or connected to MON Water's system until successful completion of inspection, documentation, and transfer, the Utility will execute a Water Main Ownership Transfer and Acceptance Agreement, signifying that the Utility assumes full ownership and responsibility for the water main extension.

8.5 Prohibition of Unauthorized Extensions

No landowner, contractor, Developer, or member shall construct, alter, or connect any main or service line to the Utility's system without prior written approval.

Unauthorized extensions or connections are grounds for:

- Immediate termination of service;
- Recovery of damages;
- Legal action as necessary.

8.6 No Guarantee of Future Extensions or Capacity

Approval of one extension does not obligate the Utility to approve future extensions for adjacent or related properties.

The Utility expressly reserves the right to deny any future extension due to:

- Lack of system capacity;
- Pressure limitations;
- Operational concerns;
- Financial or legal constraints.

9. ACCESS TO PREMISES AND EASEMENTS

9.1 Right of Access to Member Premises

- a) Duly authorized representatives of the Utility shall have the right to enter upon the member's premises at all reasonable hours for purposes related to the provision of water service, including but not limited to:
 1. Installing, inspecting, maintaining, repairing, replacing, or removing MON Water-owned property;
 2. Reading, testing, or inspecting meters and meter pits;
 3. Inspecting for leaks, cross-connections, or other hazardous conditions;
 4. Ensuring compliance with these Rules and Regulations;
 5. Any other purpose necessary to support the Utility's operations, equipment, and facilities.
- b) Members shall maintain clear, safe, and unobstructed access to all MON Water-owned equipment located on the property.
- c) Failure to provide access, or obstruction of access, may result in discontinuation of service until access is restored.

9.2 Easements and Rights-of-Way

- a) Each member shall grant and convey, or shall cause to be granted or conveyed, to the Utility a permanent easement and right-of-way across any property owned or controlled by the member whenever such easement is necessary for the construction, operation, inspection, repair, maintenance, or replacement of the Utility's water lines, mains, meters, valves, or related facilities.
- b) The member shall also grant any temporary construction easements reasonably required to allow the Utility to install, maintain, expand, or repair its facilities.
- c) Easements shall be of sufficient width and location to allow the Utility continuous access for its personnel, vehicles, tools, and equipment.
- d) No member shall place structures, landscaping, fencing, or obstructions of any kind within an easement area that interferes with the Utility's ability to access or maintain its facilities. Obstructions may be removed by the Utility at the member's expense if necessary to protect system integrity.

9.3 Conditions for Providing Service

- a) Granting of required easements is a condition of receiving and maintaining water service. Failure to provide necessary easements may result in denial or termination of service.
- b) If a member sells, leases, transfers, or otherwise conveys interest in a property, all MON Water easements shall remain in full force and effect and shall run with the land.

10. CHANGE OF OCCUPANCY AND DISCONTINUATION OF SERVICE

10.1 Notice Required

- a) A member must provide the Utility with no less than two (2) business days' notice, either in person or by telephone to the Utility's business office, when requesting discontinuation of service or when a change of occupancy is to occur.
- b) Written notice may also be required at the Utility's discretion when needed for verification or documentation.
- c) Failure to provide adequate notice may result in continued billing to the outgoing party until proper notification is received.

10.2 Responsibility for Charges

The outgoing member shall be responsible for all water usage and charges up to the later of:

1. The actual date of departure, or
2. The date requested for service termination.

10.3 Reconnection and Turn-On Charges

- a) Any applicable turn-on, reconnection, or service fees shall be charged according to the Utility's current Rates and Charges schedule.
- b) If the new occupant has completed a membership application and paid all required fees prior to the final reading and disconnection, service may be transferred without interruption at the Utility's discretion.

10.4 Membership Transfers

- a) Memberships do not automatically transfer with the sale or rental of property. The new occupant must apply for service, pay required fees, and establish a new membership.
- b) In the event of a member's passing, the membership may be transferred to the member's devisee or legal heir upon submission of an official death certificate.

10.5 Seasonal Service; Voluntary Meter Removal

- a) The minimum monthly charge shall remain applicable to all active accounts regardless of seasonal or intermittent use, unless service is formally discontinued in accordance with these Rules and Regulations.
- b) A member may request voluntary discontinuation of service and removal of the meter for a definite or indefinite period. Such request must be made through the Utility's office by the member of record or authorized agent.
- c) A member may not request seasonal service unless the member has maintained active service with the Utility for at least two (2) consecutive years.
- d) Voluntary discontinuation of service shall not relieve the member of responsibility for charges incurred prior to termination of the account.

11. METER READING, BILLING, AND DISCONNECTIONS

11.1 Meter Reading

- a) All water meters shall be read monthly on an established schedule set by the Utility.
- b) Customers must provide safe and unobstructed access to the meter at all times. This includes keeping meter pits, and meter boxes clear of debris, vegetation, animals, vehicles, locked gates, or other obstructions.
- c) Meter boxes and pits may not be buried, covered, altered, or obstructed in any way that prevents the Utility from obtaining an accurate reading or performing maintenance.
- d) Only authorized MON Water personnel may read, inspect, test, repair, replace, or otherwise handle MON Water-owned meters and related equipment.
- e) Tampering with a meter, meter seal, radio read device, meter box, or any related equipment is prohibited and may result in penalties, charges, or discontinuance of service.
- f) If a meter cannot be read, MON Water may issue an estimated bill based on prior usage history until an actual reading can be obtained.
- g) Repeated inability to access a meter may be considered a violation of MON Water rules and may result in notice to the customer, additional service charges, or service interruption until access is provided.
- h) Customers are responsible for protecting the meter from damage caused by negligence, freezing, impact, landscaping, construction, livestock, or other avoidable causes on the customer's property.
- i) Any damage to the meter or meter appurtenances caused by the customer, property owner, tenant, contractor, or occupant may be billed to the account holder or property owner.
- j) Customers shall promptly report damaged meter lids, broken meter boxes, suspected leaks near the meter, unusually high usage, or suspected meter problems to MON Water.
- k) Meter readings made by MON Water shall be presumed accurate unless the customer requests a meter test and the test shows the meter is outside acceptable accuracy standards.

- l) If weather, flooding, unsafe site conditions, animals, or other hazards prevent safe meter reading, MON Water may postpone the reading and estimate the bill until safe access is available.
- m) Remote-read or radio-read equipment installed by MON Water is part of the metering system and may not be removed, damaged, blocked, or interfered with by the customer.
- n) Failure to comply with meter access requirements may subject the account to administrative fees, estimated billing, or other remedies allowed under MON Water's rules and regulations.
- o) The customer is responsible for promptly repairing leaks on the customer's side of the meter and for all water passing through the meter, whether or not caused by leakage on the customer's private plumbing.

11.3 Billing

11.3.1 Monthly Billing and Mailing

Bills are mailed on the **1st of each month**. If the 1st falls on a weekend or holiday, bills are mailed on the next business day. Each bill includes:

- Current charges,
- Any past-due balances,
- Total amount due,
- The payment due date (the **17th of the month**).

11.3.2 Customer Responsibility

Customers are responsible for ensuring that MON Water has their correct mailing address. Failure to receive a bill does not relieve the customer of payment responsibility.

11.4 Late Notice Procedure

11.4.1 Brown Card Late Notice (Mailed on or around the 9th)

Customers with a past-due balance of \$20 or more will be mailed a brown late notice card on or around the 9th of the month. If the 9th falls on a non-business day, notices are mailed on the following business day.

11.4.2 Late Notice Fee

A late notice fee is added to the customer's account (see rate schedule).

11.4.3 Waiver Provision

Customers with a *Good Payment History*, as defined in section 11.10.2 of these Rules and Regulations, may request a one-time waiver of the late notice fee for the lifetime of the account.

11.5 Payment Due Date

Full payment is due on the 17th of each month. If the 17th falls on a weekend or holiday, payment is due on the next business day.

11.6 Late Fee Assessment

11.6.1 Date of Assessment

A 3% late fee is applied to any unpaid portion of the current bill as of the end of business on the 17th. If the 17th or 18th falls on a non-business day, late fees are applied on the next business day.

11.6.2 Overnight Payments

Payments received overnight in the drop box will be processed before applying late fees on the morning of the assessment date.

11.6.3 Late Fee Waiver

Customers with a *Good Payment History* may request a waiver. Waivers may be granted at the Utility's discretion.

11.7 Payment Plans & Hardship Assistance

11.7.1 Request for Assistance

Customers experiencing financial hardship must contact MON Water before the 22nd of the month, prior to the issuance of the final late notice.

11.7.2 Township Trustee Referral Requirement

Customers must first seek assistance from their Township Trustee.

11.7.3 Payment Plan Eligibility Requirements

A customer may be considered for a payment plan only after all of the following conditions have been met:

- **Leak Repair Verification:** The customer must provide satisfactory evidence that the leak or plumbing issue causing the excessive usage has been repaired. Acceptable evidence may include a paid invoice, receipt, written statement from a licensed plumber, photographs of the completed repair, or other documentation approved by the Utility.

- **Trustee Assistance Requirement:** The customer must provide evidence that they have applied for and exhausted available township trustee assistance, or that they have been determined ineligible for such assistance. Acceptable evidence may include a written denial, confirmation of assistance received, or other documentation from the trustee's office.

A payment plan shall not be approved until both the leak repair documentation and trustee assistance eligibility documentation have been provided and reviewed by the Utility. Approval of any payment plan remains at the discretion of the Utility and must comply with all applicable rules, regulations, and policies.

11.7.4 Payment Plan Limits

Payment plans may be granted no more than once every five (5) years.

11.7.5 Payment Plan Terms

a) Balances \$200 or Less:

- May be divided into three (3) equal monthly installments plus the current month's bill.
- Failure to meet the payment schedule will result in disconnection and applicable fees.

b) Balances \$201 or More:

- May be divided into three (3) to six (6) equal monthly installments plus the current month's bill.
- Failure to meet the payment schedule will result in disconnection and applicable fees.

All payment plans require the customer to sign a Payment Plan Agreement.

11.8 Final Notices and Disconnection

11.8.1 White Final Notice (Hand Delivered on or around the 22nd)

A white final notice is delivered to customers with an unpaid balance of \$50 or more on or around the 22nd. If the 22nd falls on a non-business day, notices are delivered on the next business day.

A final notice fee is added to the customer's account (see rate schedule).

11.8.2 Immediate Disconnection for High-Risk Accounts

Customers with Frequent Delinquencies (as defined in section 11.10.1 of these Rules and Regulations) may be disconnected immediately upon delivery of the white notice.

11.8.3 Courtesy Continuation for Low-Risk Accounts

Customers without Frequent Delinquencies may remain connected temporarily as a courtesy.

11.8.4 Mandatory Disconnection After 5 Business Days

Five (5) business days after issuance of the white notice, MON Water personnel will revisit the premises to:

- Confirm the service is off, or
- Disconnect service if necessary.

11.8.5 Disconnection Restrictions

Disconnections will not occur on Fridays, or the day before an observed holiday.

11.9 Reconnection of Disconnected Service

11.9.1 Requirements for Reconnection

Service will be restored when the customer:

- Pays the full account balance, including fees,
- Pays a reconnection fee (see rate schedule).

11.9.2 Same-Day Reconnection

If full payment is made before 3:00 p.m. on a business day, service will be reconnected the same day.

11.9.3 After-Hours Reconnection

Payments received after 3:00 p.m. will result in next-business-day reconnection unless the customer requests after-hours service and pays an after-hours turn-on fee (see rate schedule).

11.10 Special Circumstances and Customer Rights

11.10.1 Frequent Delinquencies

Defined as three (3) or more late payments within a 12-month period.

11.10.2 Good Payment History

Defined as twelve (12) consecutive months of timely payment with no prior disconnects.

11.10.3 Dispute Resolution

Customers may dispute charges by contacting the MON Water office. Disputes do not excuse customers from timely payment unless an arrangement is made.

12. SUSPENSION OF SERVICE

12.1 Discontinuation of Service and Refund of Memberships

- a) When service is discontinued and all outstanding bills are paid in full, the refundable membership fee will be returned to the member.
- b) Memberships may be applied toward the outstanding balance on the account when service is discontinued. Any remaining credit will be refunded to the member.
- c) If the refundable membership (if applicable) is not sufficient to satisfy the outstanding balance, the Utility may collect the remaining amount through any lawful means available for the collection of debts.

12.2 Restoration of Service After Discontinuation

- a) Service discontinued for non-payment will be restored only after:
 - 1. All past-due balances, penalties, and fees are paid in full; and
 - 2. The applicable reconnection fee is paid as set forth in MON Water's Rates and Charges.
- b) Reconnection will occur during normal business hours unless otherwise arranged and subject to any applicable after-hours fees.

12.3 Immediate Suspension Without Prior Notice

The Utility reserves the right to suspend service immediately and without prior notice under the following circumstances:

- a) To prevent fraud, theft, criminal activity, or abuse of service;
- b) Willful or repeated violation of these Rules and Regulations or the Membership Agreement;
- c) Emergency repairs or hazardous conditions requiring immediate action;
- d) Insufficiency of supply due to causes beyond the Utility's control;
- e) Legal process, court order, or directive from a regulatory authority;
- f) When required by a public authority for public safety or health;
- g) In the event of strike, riot, fire, flood, natural disaster, accident, or any other unavoidable cause;
- h) Tampering with a meter, bypassing the meter, or interfering with any MON Water property or equipment.

12.4 Suspension With Prior Notice

Except where immediate suspension is permitted under Section 12.3, service may be suspended for non-payment or violation of these Rules only after proper notice is provided.

a) Notice Requirements (Residential Customers)

A written notice shall be provided at least seven (7) days prior to disconnection. Notice may be served by:

1. Mailing the notice to the address on record;
2. Personal delivery to the member at the service address; or
3. Posting the notice at the premises when other methods are impractical.

b) Notice shall include:

1. The reason for the proposed disconnection;
2. The amount due and final date to avoid disconnection;
3. The Utility's business office telephone number and hours of operation.

12.5 Permanent Refusal of Service

In addition to any criminal prosecution, the Utility may permanently refuse service to any customer who:

1. Tamper with a meter, measuring device, or any MON Water-owned property;
2. Repeatedly engages in theft of service, meter bypassing, or other fraudulent acts;
3. Creates an ongoing hazard or contamination threat;
4. Refuses to comply with safety or backflow requirements.

12.6 Customer Responsibility Following Suspension

Members are responsible for safeguarding MON Water equipment on their premises. Any loss, damage, or injury caused by the member, their agents, tenants, guests, or contractors may result in:

- Added charges to the member's account;
- Continued suspension of service until resolved;
- Collection efforts or legal action;
- Permanent refusal of service in severe or repeated cases.

13. COMPLAINTS AND ADJUSTMENTS

13.1 Customer Complaints Regarding Bills

13.1.1 Filing a Complaint

If a member believes a bill to be in error, the member shall present the claim in person or in writing to the Utility office before the bill becomes delinquent. Claims filed after the bill becomes delinquent shall not prevent disconnection of service. The member may pay the bill under protest, and such payment will not prejudice the member's claim.

13.1.2 MON Water Investigation and Response

The Utility will review the complaint, investigate the issue, and provide an explanation or correction as appropriate. If the customer is dissatisfied with the results, the customer may appeal to the Board of Directors at the next scheduled regular meeting.

13.2 Meter Testing

13.2.1 Customer Request for Meter Test

Upon written request, the Utility will perform a meter accuracy test. If the meter is found to be accurate, the customer will be charged the full cost of the test.

13.2.2 Test Reporting and Recordkeeping

The Utility shall:

1. Provide the customer with a written report within ten (10) days after the meter test is completed; and
2. Maintain a permanent record of the test results at the Utility office.

13.3 Billing Adjustments Due to Meter Error

13.3.1 Fast Meters (Over-registration)

If a meter is found to register more than 2% fast, the Utility shall refund or credit the customer for excess charges based on:

- One-half of the time since the last meter test, or one (1) year, whichever is shorter.
- Average consumption will be calculated based on comparable historical periods.
- Minimum charges will not be refunded.

13.3.2 Slow or Stopped Meters (Under-registration)

If a meter is found to be more than 2% slow or stopped, the Utility may bill the customer based on estimated average usage for one-half of the time since the last test, or one (1) year, whichever is

shorter. Such adjustment may only be made when the Utility is not at fault for allowing the meter to remain in service.

13.3.3 Other Billing Errors

All other billing errors, including misapplied rates or clerical errors, may be adjusted to the known date of error or one (1) year, whichever is shorter.

13.4 Leak Adjustment Policy

13.4.1 Purpose

The leak adjustment policy provides partial relief to customers who experience unusually high bills caused by qualifying leaks on the customer's side of the meter, while ensuring the Utility recovers the cost of purchased water.

13.4.2 Eligibility for Leak Adjustment

A leak adjustment may be granted only if water usage for a single billing cycle exceeds:

- The customer's six-month average, plus 20,000 gallons;
- The customer demonstrates that a qualifying leak occurred and has been repaired;
- The leak was underground, concealed, or non-negligent (e.g., line breaks, crawlspace leaks, wall leaks);
- The leak was not due to customer negligence (e.g., running faucets, toilets, hoses);
- The customer submits required documentation (Section 13.4.3);
- Only one leak adjustment may be granted per 60-month period;
- The request is made within 60 days of the billing date in question.

13.4.3 Required Documentation

The customer must provide:

- Proof of leak repair (plumber's receipt or dated photo), and
- A completed Leak Adjustment Request Form.

13.4.4 Final Decision

Adjustments are granted at the discretion of the Utility based on verified documentation, account history, and compliance with this section.

The Utility reserves the right to deny adjustments that do not clearly meet established criteria.

14. BACKFLOW PREVENTION AND CROSS CONTROL

14.1 Purpose

The purpose of this rule is to protect MON Water's public water supply and distribution system from actual or potential contamination or pollution caused by backflow, backsiphonage, or cross-connections through customer service connections, internal plumbing systems, fire protection systems, irrigation systems, auxiliary water supplies, and any other actual or potential hazards. Indiana requires public water systems to maintain cross-connection control programs for this purpose.

14.2 Authority

These rules are adopted pursuant to MON Water's authority to operate and protect its public water supply system and are intended to be administered consistent with applicable Indiana law, including IDEM's cross-connection control and backflow prevention requirements and the Indiana plumbing framework referenced in IDEM's manual and sample ordinance materials

14.3 Definitions

For purposes of this rule:

Auxiliary water supply means any water supply on or available to a premises other than MON Water's approved public water supply.

Backflow means the reversal of normal flow or the flow of water or other substances from a customer's system into MON Water's distribution system.

Backflow prevention assembly means an approved assembly, device, method, or arrangement designed to prevent backflow or backsiphonage.

Cross-connection means any physical arrangement whereby MON Water's public water supply is directly or indirectly connected with any secondary source of supply, sewer, drain, conduit, pool, tank, vessel, irrigation system, plumbing fixture, process line, or any other source or substance capable of contaminating the public water supply. This definition tracks IDEM's guidance and sample ordinance language.

14.4 Prohibited Cross Connections

No person shall create, install, maintain, or permit any cross-connection that could allow contaminants, pollutants, sewage, chemicals, nonpotable water, or substances of unknown or unsafe quality to enter MON Water's public water system.

No connection shall be made whereby water from a private, auxiliary, emergency, reclaimed, untreated, or other non-MON Water source may enter MON Water's distribution system unless expressly approved by MON Water and otherwise allowed under applicable law.

14.5 Protection Requirements

MON Water may require the installation of an approved backflow prevention assembly, air gap separation, or other acceptable means of protection whenever MON Water determines that a service connection, premise, facility, device, process, or plumbing arrangement presents an actual or potential backflow or cross-connection hazard.

MON Water may require containment protection at the service connection on the downstream side of the meter where internal hazards cannot be fully evaluated, where the degree of hazard warrants containment, or where Indiana guidance indicates a containment approach is appropriate.

14.6 Customer Responsibility

The customer, owner, and occupant shall be responsible, at their sole cost, for:

1. Eliminating prohibited cross-connections;
2. Installing approved backflow prevention assemblies when required by MON Water;
3. Maintaining all required assemblies in good working order;
4. Arranging for testing, inspection, repair, and replacement as required;
5. Keeping records of tests, maintenance, and repairs; and
6. Protecting MON Water's water supply from contaminants originating on the customer's side of the service connection.

14.7 Facilities and Conditions Requiring Backflow

MON Water may require premise isolation, fixture isolation, or both, where actual or potential hazards exist, including but not limited to:

- irrigation systems;
- fire protection or standpipe systems;
- boilers, chemical feed systems, or hydronic systems;
- commercial, industrial, manufacturing, and processing facilities;
- medical, dental, laboratory, and mortuary facilities;
- schools, car washes, laundries, marinas, pools, and cooling towers;
- premises with pumps, tanks, private wells, or auxiliary water supplies;
- premises where inspection is denied or hazards cannot be fully determined;
- premises where repeated plumbing modifications create an elevated risk of cross-connection.

14.8 Approved Assemblies and Installation

Only assemblies, devices, and methods approved under applicable Indiana requirements and acceptable to MON Water may be used. IDEM's guidance incorporates the approved backflow assembly list maintained through the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.

Assemblies shall be installed:

1. At the location designated by MON Water;
2. In the proper orientation;
3. In a manner that allows safe access for inspection, testing, maintenance, and replacement;
4. Protected from flooding, freezing, tampering, and physical damage; and
5. In compliance with manufacturer requirements and applicable state and local codes.

14.9 Testing and Inspection

All testable backflow prevention assemblies required by MON Water shall be tested:

1. Upon installation;
2. After repair, relocation, or reinstallation;
3. At least annually thereafter, or more often if required by MON Water; and
4. Whenever MON Water has reason to believe the assembly may not be functioning properly.

Testing shall be performed by an Indiana certified backflow tester or other qualified person acceptable under state requirements. Tested devices are to be tagged, and the inspection or test reports are to be provided to the Utility and the customer within 30 days, with failed assemblies reported as soon as possible.

14.10 Test Reports and Records

The customer shall submit all required test reports to MON Water. MON Water requires the use of the IDEM Backflow Device Test Form, State Form 55788, or any successor form.

MON Water will maintain records identifying:

- Premises requiring protection;
- Device type, size, manufacturer, model, and serial number;
- Installation date and location;
- Test, repair, and replacement history; and

- Notices of violation, enforcement actions, and compliance status.

14.11 Access and Inspection

MON Water shall have the right, upon reasonable notice where appropriate, to enter the premises during normal business hours, or at other reasonable times in emergencies or where needed, to inspect service connections, review hazards, verify the presence and condition of backflow protection, and enforce these rules.

If access is denied, delayed, or obstructed, MON Water may require the immediate installation of premise isolation at the service connection, may discontinue service after notice where permitted, or may take other action necessary to protect the public water system.

14.12 Existing Assemblies and Changes in Use

Existing backflow protection shall not be removed, bypassed, relocated, altered, or rendered inaccessible without MON Water's approval.

If the use of a property changes, plumbing is modified, a hazard is added, a fire or irrigation system is installed or altered, or an auxiliary supply is introduced, the customer shall notify MON Water before the change is placed into service. MON Water may require upgraded protection based on the revised hazard.

14.13 Failed Devices; Repair and Replacement

Any backflow prevention assembly that fails inspection or testing shall be repaired or replaced promptly. MON Water may require immediate shutdown, isolation, or temporary discontinuance of water service where a failed device creates an unacceptable risk to the public water supply.

A device that is bypassed, missing, improperly installed, inoperable, inaccessible, or overdue for required testing shall be deemed noncompliant.

14.14 Irrigation, Fire Systems, and Special Hazards

Backflow protection for irrigation systems, fire protection systems, and other special hazard connections shall be as required by MON Water based on the degree of hazard and applicable code and state guidance. Indiana guidance notes that fire sprinkler systems without chemical additives may qualify for different protection than those with chemical additives, and that spill-resistant vacuum breakers are recognized for irrigation facilities in certain situations.

14.15 Violations

It shall be a violation of these rules to:

1. Create or maintain a prohibited cross-connection;
2. Fail to install required backflow protection;
3. Fail to test, repair, replace, or report as required;
4. Remove, bypass, tamper with, or interfere with a required assembly;
5. Submit false information regarding a device, test, or repair;
6. Deny MON Water reasonable access for inspection or enforcement; or
7. Reconnect a service or system that has been disconnected or isolated for noncompliance without MON Water's approval.

14.16 Enforcement and Service Discontinuance

If MON Water determines that a condition exists that may endanger the public water supply, MON Water may, in addition to any other available remedy:

- Issue written notice of violation;
- Require corrective action within a specified time;
- Require immediate installation of containment protection;
- Discontinue or refuse water service until the hazard is corrected; or
- Recover costs incurred by MON Water in investigating, enforcing, or protecting the system.

15. WATER USE RESTRICTIONS & CONSERVATION

MON Water may impose temporary restrictions on water use during:

- Drought conditions;
- System emergencies;
- Fire events;
- Power limitations.

Prohibited uses may include irrigation, filling pools, or non-essential consumption.

16. HYDRANTS

All hydrants connected to the MON Water system are intended for system flushing, testing, maintenance, and other authorized MON Water or emergency purposes only. Unauthorized use of any hydrant is strictly prohibited. No person shall open, operate, connect to, draw water from, tamper with, damage, obstruct, or otherwise use any hydrant unless expressly authorized in writing by MON Water or by an emergency response agency acting within the scope of its duties.

Any unauthorized use of a hydrant, including the withdrawal of water without prior approval, shall be considered a violation of MON Water's rules and regulations and may result in penalties, charges for estimated water usage, recovery of

damages, discontinuance of service, and any other remedies available under applicable law.

16.1 Hydrant Meters

- a) No person shall draw, take, use, or attempt to use water from any MON Water hydrant unless:
 - 1. the use has been expressly authorized in writing by MON Water; and
 - 2. the water is drawn through a hydrant meter, meter assembly, or other device approved and furnished or authorized by MON Water.
- b) All authorized non-emergency water use from a hydrant shall be metered. MON Water may require a hydrant meter deposit, rental fee, usage charge, and any other applicable fee established by the Utility.
- c) The person or entity to whom the hydrant meter is issued shall be responsible for:
 - 1. all water drawn through the hydrant meter;
 - 2. all charges associated with such use;
 - 3. proper operation and handling of the meter and hydrant connection;
 - 4. protection of the meter, backflow device, fittings, and appurtenances from theft, freezing, tampering, or damage; and
 - 5. prompt return of the hydrant meter and related equipment in good condition, reasonable wear excepted.
- d) Use of a hydrant without an approved hydrant meter, use of an unauthorized meter, bypassing a meter, tampering with a hydrant or meter assembly, or use beyond the scope of MON Water's authorization shall constitute unauthorized use and may result in:
 - 1. immediate termination of access;
 - 2. charges for estimated water usage;
 - 3. equipment damage charges;
 - 4. forfeiture of hydrant meter deposits;
 - 5. denial of future temporary water service; and
 - 6. any other remedies available under these Rules and Regulations or applicable law.
- e) Nothing in this Section shall limit the use of hydrants by authorized emergency response personnel acting within the scope of their official duties.

17. MISCELLANEOUS AND LEGAL INTEGRATION

17.1 No Oral Representations Binding

No promise, statement, representation, waiver, or agreement made by any employee, agent, contractor, or representative of MON Water shall be binding upon MON Water unless it is made in writing and approved by an authorized officer or the Board of Directors, as applicable.

17.2 No Employee Authority to Modify Rules or Rates

No employee, agent, contractor, or representative of MON Water has authority to alter, waive, modify, or amend any provision of these Rules and Regulations, the rate schedule, or any fee or charge established by the Board, except through formal written action approved by the Board of Directors.

17.3 Incorporation into Membership and Service Agreements

These Rules and Regulations, as amended from time to time, are incorporated into and made a part of every Membership Agreement, Water Users' Agreement, application for service, and any other agreement under which water service is provided by MON Water, as though fully set forth therein.

17.4 Supersession of Prior Rules and Policies

These Rules and Regulations supersede and replace all prior rules, regulations, policies, practices, or interpretations previously adopted or applied by MON Water to the extent they are inconsistent with these Rules and Regulations.

17.5 Order of Controlling Documents

These Rules and Regulations shall be read together with MON Water's Articles of Incorporation, Bylaws, Membership Agreements, rate schedules, and applicable policies.

In the event of a conflict, the order of control shall be:

1. Applicable federal and state law;
2. MON Water's Articles of Incorporation;
3. MON Water's Bylaws;
4. Approved Membership Agreement or Water Users' Agreement;
5. These Rules and Regulations;
6. MON Water's rate schedules, policies, procedures, and administrative forms.

Nothing in this Section shall be interpreted to authorize any agreement or policy that is contrary to applicable law.

17.6 Applicability to Non-Member Customers and Occupants

Any customer, occupant, tenant, property owner, applicant, or other person receiving, requesting, or benefiting from water service from MON Water shall be subject to all provisions of these Rules and Regulations that are applicable to the service provided, regardless of whether that person is a voting member of the Utility.

Where a non-member customer or occupant has signed a Membership Agreement, Water Users' Agreement, service application, or other service-related document, that person shall be bound by these Rules and Regulations to the same extent as a member, except as otherwise limited by law or by the Utility's governing documents.

17.7 Posting and Availability

The current version of these Rules and Regulations may be posted at MON Water's office, on MON Water's website, or made available by other reasonable means as determined by the Utility. A copy shall be made available upon request.

17.8 Headings and Interpretation

Section headings are provided for convenience only and shall not control the interpretation of these Rules and Regulations. Words used in the singular include the plural where appropriate, and words used in the plural include the singular where appropriate.

17.9 Severability

If any part of these Rules is found invalid, the remainder shall remain in full force.

17.10 Effective Date

These Rules and Regulations shall become effective immediately upon approval by the MON Water Board of Directors, unless the Board expressly provides for a different effective date in its approving action.