RULES, RATES AND REGULATIONS

FOR THE

WEST PRAIRIE CO-OP

Last Revised: December 2024

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FOR THE
WEST PRAIRIE CO-OP

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A RESOLUTION TO ESTABLISH
RULES, RATES AND REGULATIONS FOR THE OPERATION
OF THE WEST PRAIRIE WATER CO-OP SYSTEM

BE IT RESOLVED, by the Board of Directors of the West Prairie Water Co-op, as follows:

SECTION 1. Application for Services:

Water service shall be furnished only to Co-operative members upon filing of an application and water users agreement with the Secretary of the Co-op upon a form to be supplied by the Co-operative.

SECTION 2. Initial and Minimum Charges whether Water Used or Not.

The rates as shown in the rate schedule in Section 8 of this Resolution shall be paid by each member who has signed a User's Contract, beginning at the time the Co-op makes the service available to the member.

The minimum rate will be paid by those members not using the service even though they may not be connected to the system, provided the service is available from the Co-operative.

The tap-on-fee for service shall be the actual cost of installing the service.

SECTION 3. Co-operatives Responsibility and Liability

A. Ownership, Installation and Maintenance. The Co-op shall install, own and maintain the complete water system, water mains, and service lines to the property lines or a mutually agreed upon point subject to the Board's determination that a particular service is economically feasible to install. The Co-op shall furnish, install and maintain a meter and appurtenances including a shutoff valve. The shutoff valve shall be installed on the Members property line or such other point determined by a duly authorized representative of the Co-op. The meter may be located near the shutoff valve or within the Members premises as determined by the Co-op representative. The meter and shutoff valve must be located at a point where it is readily accessible.
B. Refusal of Service. The Co-op may at any time refuse additional service(s) to any applicant if in the judgment of the Board the capacity of the system will not permit such use.
C. Liability. All water service supplied by the Co-op shall be upon the express condition that the Co-op shall not be liable nor shall any claim be made against it for damages or injury caused by reason of shutting off water for repair, relocation, or expansion of any part of the system, or failure of any part of the system or for concentration of water for such purposes as fire fighting or restricted use of water.
D. Use of Water on Members Premises. The Co-op shall reserve the right to use the water from the members facilities at any time deemed necessary. No charge shall be made by the Member for the use of his facilities and no charge shall be made by the Co-op for the water used by the Co-op.
E. IEPA Amendments
    (1) Definitions: Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Sec. 1. Federal Government: "Federal Act" means the Federal 1996 Safe Drinking Water Acts Amendments. "Administrator" means the Administrator of the US Environmental Protection Agency.
Sec. 2. State Government: "State Act" means the Illinois Anti-Pollution Bond Act of 1970.

"Director" means the Director of the Illinois Environmental Protection Agency.

"State Loan" shall mean the State of Illinois participation in the financing of the construction of water works as provided for by the Illinois Anti-Pollution Bond Act and for making such loans as filed with the Secretary of State of the State of Illinois.

Sec. 3. Local Government

"Ordinance" means this ordinance.

"Co-op" means the West Prairie Co-op Water System.

"Approving Authority" means the Board of Directors.

Sec. 4. "Person shall mean any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

Sec. 5. Clarification of word usage:

"Shall" is mandatory;

"May" is permissible

Sec. 6. Water and its characteristics:

"ppm" shall mean parts per million by weight

"Milligrams per Liter" shall mean a unit of the concentration of water constituent. It is 0.001 g of the constituent in 1,000 ml of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water analysis.

"ph" shall mean the logarith (base 10) of the reciprocal of the hydrogen-ion concentration expressed by on of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

Sec. 7. "Curb Cock" shall mean a shutoff valve attached to a water service pipe from a water main to a building installed near the curb, which may be operated by a valve key to start or stop flow in the water-supply lines of a building. Also called curb stop.

"Easement" shall mean an acquired legal right for the specific use of land owned by others.

"Service Box" shall mean a valve box used with corporation or curb cock.

Sec. 8. Types of charges:

"Water Service Charge" shall be the charge per quarter or month levied on all users of the Water Facilities. The service charge shall be computed as outlined in Article II and shall consist of the total of the Basic User Charge and the Local Capital Cost if applicable.

"User Charge" shall mean a charge levied on users of water works for the cost of operation, maintenance and replacement.

"Basic User Charge" shall mean the basis assessment levied on all users of the public water system.

"Debt Service Charge" shall be the amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

"Capital Improvement Charge" shall mean charges for the costs other than the Operation, Maintenance and Replacement costs, i.e. Debt service and capital improvement costs.

"Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

"Useful Life" shall mean the estimated period during which the water works will be operated.

"Water Fund" is the principal accounting designation for all revenue received in the operation of the water system.

(2) Water Service Charges: The adequacy of the water service charge shall be reviewed, not less often than annually, by Certified Public Accountants for the Co-op in their annual audit report. The water service charge shall be revised periodically to reflect a change in local capital costs or O, M & R costs.

(3) Revenues: All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. All such revenues and moneys shall be held by the Co-op Treasurer, separate and apart from his private funds and separate and apart from all other funds of the Co-op Treasurer not more than ten days after receipt of the same, or at such more frequent interval as may from time to time be directed by the President and the Board. The Co-op Treasurer shall receive all such revenues from the water system and all other funds and moneys inceident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Water Fund of the Co-op". Said Treasurer shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act," effective January, 1942.

(4) Accounts: The Co-op Treasurer shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and

disbursements of the water system. In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the water facilities, including a replacement cost. The financial information to be shown in the audit report shall include the following:
A. Flow date showing total gallons received at the water plant for the current fiscal year. B. Billing data to show total number of gallons billed per fiscal year. C. Debt service for the next succeeding fiscal year. D. Number of users connected to the system. E. Number of non-metered users.

(5) Access to Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the Co-op which are applicable to the Commission's system of user charges for the purpose of making audit, examination, excerpts and transcriptions therof to insure compliance with the terms of the (Special and General conditions to any State Grant). (Loan Agreements and Rules or any State Loan).

(6) Appeals: The method for computation of rates and service charges established for user charges shall be made available to a user within 10 days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the Co-op within 10 days after notification of a formal written appeal outlining the discrepancies.

SECTION 4. Member Responsibility for:

A. Installing and Maintaining Service Lines.

The Member shall be responsible for installation and maintenance of service lines between the curb stop and the residence or business. Such service lines must be at least ¾" in diameter, and must be installed at a minimum dept of four (4) feet. Service lines must have a minimum working pressure rating of 160 psi at 73.4 degrees F, meet AWWA Standards, and must be constructed of one of the following types of materials: Copper, (Type K), polyvinyl chloride (PVC), polyethylene or polybutylene. Service lines must not be covered until they are inspected and approved by a duly authorized Co-op representative. The Member will not connect any service line to any other water source. The service line must meet any requirements of the State of Illinois, Environmental Protection Agency and the Illinois Plumbing Code.

B. Provisions for Location of Meter.

The Member shall permit the meter to be located upon his property.

C. Easements.

The Member shall give such easements and rights-of way as necessary to the Co-op and allow access for the purposes of construction, repair, maintenance, meter reading, relocation or expansion of the water system. The necessity shall be determined by the Board of Directors.

D. Damage to Co-op Property.

No Member shall tamper, adjust, damage or in any manner interfere with the components or operation of the water system owned by the Co-op. The shutoff valve shall be opened only by a duly authorized representative of the Co-op. Penalty for tampering, damaging, adjusting, or in any manner interfering with the components or operation of the system shall be up to $500.00, payable to the Co-op. If the penalty is not paid within 30 days after the amount is determined, the Co-op shall shut off the water service. The amount of penalty shall be determined by the Board of Directors.

In addition to the penalty, the Member responsible shall reimburse the Co-op for the actual cost of repairing any damage arising from the member's act. Members shall report any known evidence of tampering, adjusting, damaging, or interference with operation to the system, owned by the Co-op, to the President of the Co-op. Any malicious act or damage to the system that is not appropriately punishable by the foregoing shall be prosecuted through a court of law.

E. Specified Uses of Water.

Water purchased from the Co-op may be used for ordinary domestic, industrial or farm use upon the premises of the member provided: (1) No member shall resell or permit the resale of water purchased from the Co-op. (2) Each dwelling, apartment, business, and livestock tap is a separate unit. The member must make application for service line, and the member shall pay the minimum monthly rate and other rates and fees herein established for each unit.

F. Cross-Connections
See attached Addendum

SECTION 5. Extension of Mains:

A. Determination of Who Pays Expense of Extension.

The Board of Directors shall first determine if an extension of water main is economically feasible based on the estimated cost of the extension and the number of existing potential users that will use water along the extension. If the extension is economically feasible then the Board may install and pay the cost of the extension at the discretion of the Board. If the Board elects not to pay the cost of extending the water main then the person or persons (Developer) desiring water service shall install the extension at their own personal expense upon written consent by the board. The Board shall not pay for any extensions to any undeveloped area such as a subdivision being developed unless there are sufficient existing residents or businesses to make the extension economically feasible. No extension will be permitted if in the opinion of the Board, the system does not have the necessary capacity to serve the proposed extension.

B. Requirements if Extension is Installed by Someone Other than the Co-op
(1) The plans and specifications must be in accord with the Co-op Standards, approved by the Co-op, and the Co-ops Engineer.
(2) Before any extensions are installed, the plans and specifications must be reviewed and approved by the State of Illinois. Environmental Protection Agency and any permit fee shall be paid by the Developer.
(3) Ownership, rights-of-way, and title must be conveyed to the Co-op for all extensions installed by anyone other than the Co-op. The Co-op will maintain the mains thereafter.
(4) Upon completion, waivers of lien shall be furnished by the Developer to the Co-op before meters are set and service is provided.
(5) After acceptance by the Co-op, additional members may obtain service from the extension upon payment of a pro-rata share of the installation costs to the Developer, provided the Co-ops normal service requirements are met and the Co-op determines that adequate service is available. The main may be subsequently extended by the Co-op or another party without any payment to the Developer.

SECTION 6. Change in Occupancy

A. Notice to Co-op.

Any member requesting a termination of service shall give written notice to the Co-op ten (10) days prior to the time such termination of service is desired. The meter shall be read by the Co-op and the member will be billed.

B. Responsibility for Payment of Services Already Consumed.

Responsibility for payment for water consumed prior to the date of termination shall be with the property owners as well as the Member.

C. Charges for Change.

There shall be no charge for transferring the water service to the subsequent member.

D. Reconnection of a Terminated Service.

There shall be a $500 fee for reconnected a terminated service.

SECTION 7. Payment of Bills

A. Due Date

The meters will be read by the Co-op once each month. If weather conditions or other circumstances prevent the reading of the meters then each water bill will be estimated by the Co-op. Bills will be mailed each month and will be delinquent 15 days after mailing. Bills will be paid to the Treasurer of the Co-op or his designated representative.

B. Penalties for Late Payment

There will be a $5.00 penalty added to each bill that is unpaid by the 15th day of the month, If any bills remain unpaid by the 30th of the month the water supply to the property affected will be shut off by the Co-op. Service will not be restored until the delinquency and penalty is paid in full. A reconnect fee of $100.00 shall be charged to any user whose service is terminated for nonpayment.

C. Insufficient Funds

Insufficient funds, checks or payments are grounds for disconnection. There will be an immediate charge for insufficient funds. Reinstatement of the account will entitle the user to future service. However, the Co-op may demand cash or certified funds for future payments. Bills remaining unpaid 30 days after rendition shall constitute a lien upon the real estate to which the service has been rendered.

SECTION 8. Rate Schedule

The following shall be the rates for water supplied by the Co-op.

The minimum monthly bill will be payable irrespective of use.

The monthly bill will be computed on the following rate schedule:

Basic User charge of $45.00 per month for residential and business use plus $5.90 for every 1,000 gallons of water consumed.

A bulk rate of $4.50 for every 1000 gallons of water consumed over 50,000 gallons.

Any new water user as of August 2022, will pay $10.40 for every 1000 gallons of water consumed.

SECTION 9. Repealer

By passage of this Resolution all previous rules, rates and regulation resolutions for the West Prairie Co-op Water System are specifically repealed.

SECTION 10 Service Installation Policy (Revised February 12, 2008)

A. Members shall pay the Co-op a $100.00 fee for water service connection.
B. The Co-op will supply Members with the materials necessary to connect to the water system, including, but not limited to, curb stop, meter and locator wire, which Members shall pay for in advance.
C. Members will be responsible for the excavation done on site to connect to the water system, including notification of J.U.L.I.E. before digging. Members will also be supplied a list of approved contractors by the Co-op which Members must use in order to connect to the water system.
D. Connection by Members must be inspected and approved by F & C Water Solutions before water service will be provided to Members. At least 24 hours advance notice is required for inspection.

SECTION 11. Multiple Services

A. Should Members holding multiple services default on payment of any service, all services of such Member shall be terminated for non-payment.

Revised and adopted by the Board of Directors this seventeenth day of December, 2024

Scott Coker Secretary

Andy Riggins President

Adopted 8/22/05
Revised: 9/04/07
Revised: 2/12/08
Revised 3/27/08
Revised 4/18/23
Revised 12/17/24

CROSS CONNECTION CONTROL ORDINANCE

TO PROVIDE AN EFFECTIVE MEANS FOR PROTECTING THE PUBLIC WATER SUPPLY SYSTEM FROM CONTAMINIATION DUE TO THE BACKFLOW OF CONTAMINANTS THROUGH THE CUSTOMER WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM.

WHEREAS, the Illinois Plumbing code. 77 Ill Adm. Code 890 Subpart I, requires protection of the potable water system from contamination due to backflow or back siphonage of contaminants through the water service connection; and

WHEREAS, in order to accomplish these goals it is necessary to introduce restrictions that describe in detail specific procedures and requirements for cross connection control; now, therefore,

BE IT ORDAINED by the Board of Directors of the West Prairie Water Co-Operative:

SECTION 1. That all plumbing installed within the West Prairie Water Co-Operative shall be installed in accordance with the Illinois Plumbing Code or in the judgment of the WEST PRAIRIE WATER COOPERATIVE will give notice to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the Illinois Plumbing Code and all applicable local regulations, and shall have inspections and test made of such approved devices upon installation and as required by the Illinois Plumbing Code and local regulations.

SECTION 2. That no person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the WEST PRAIRIE WATER COOPERATIVE enter the supply or distribution system of said Co-Operative, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the WEST PRAIRIE WATER COOPERATIVE and the Illinois Environmental Protection Agency.

SECTION 3. That it shall be the duty of the WEST PRAIRIE WATER COOPERATIVE to cause surveys and investigations to be made of industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every two years, or as often as the WEST PRAIRIE WATER COOPERATIVE shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five years.

SECTION 5. That the WEST PRAIRIE WATER COOPERATIVE is hereby authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this ordinance is known to exist and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of the ordinance and until a reconnection fee of $ 60 is paid to the WEST PRAIRIE WATER COOPERATIVE. Immediate disconnection with verbal notice can be effected when the WEST PRAIRIE WATER COOPERATIVE is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the WEST PRAIRIE WATER COOPERATIVE or the Illinois Environment Protection Agency, such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither the WEST PRAIRIE WATER COOPERATIVE, its agents or assigns shall be liable to any customer for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination was with or without notice.

SECTION 6. That the consumer responsible for backsiphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of clean-up of the potable water supply system.

SECTION 7. This ordinance shall take effect and be in force from and after the 30th day of August 2007.

PASSED AND APPROVED THIS 30th DAY OF August 2007

Attest: Scott Coker Secretary

Secretary

George Dixon President