

WATER SERVICE LINE POLICY

1. **INSTALLATION:** EJ Water Cooperative, Inc. Members are responsible for installing their own water service lines, unless they choose to hire EJ Water to install the water service line for them. The water service lines will be installed from the connection point past the water meter to the point of use on the member's property. Typically, the point of use will be a residence or appropriate underground valve vault, or a heated livestock facility.
2. **WARRANTY:** EJ Water Cooperative, Inc. will warranty the water service line materials and workmanship for water service lines installed by EJ Water for a period of one year after installation.

WATER SERVICE LINE PROTECTION PROGRAM POLICY

1. **PROTECTION PROGRAM QUALIFICATIONS:** EJ Water Cooperative, Inc. Members with a residential meter (3/4", 5/8", etc.) will be automatically enrolled into a water service line protection program for a monthly fee. Members have the option to opt out of the Program, in accordance with the terms of Paragraph 6 herein, if they choose.
 - a. If the property is a rental property:
 - i. The Members with a residential meter will be automatically enrolled into the water service line protection program for a monthly fee.
 - ii. Only the Member (owner) will be allowed to opt out of the water service line protection program (in accordance with the terms of Paragraph 6 herein)
 - iii. The monthly fee will be charged on the current water bill. If the bill is going in a renter's name, the Member (owner) will be responsible for working out the fee with the renter.
2. **OWNERSHIP; RESPONSIBILITY:**
 - a. If the served property adjoins a public right-of-way:
 - i. The Cooperative shall have exclusive access to and use of the service line outside the member's property line. EJ Water Cooperative shall own and have exclusive access to any shut off valves, meters and other appurtenances located within the meter pit or in connection with the meter setter as installed anywhere on the Member's property.
 - ii. The Member shall own and be responsible for the service line from the Member's property line where it enters from public right-of-way to the point of use and shall be responsible for leak

repair and water loss. Leak Repair and water loss will be covered by the Cooperative only during warranty periods.

- b. If the served property is not served from a public right-of-way (ex: subdivisions, trailer parks, condominiums, etc.)
 - i. The Member shall own and be responsible for the service line from its connection to a main to the point of use. Leak Repair and water loss will be covered by the Cooperative only during warranty periods.
 - ii. The Cooperative shall own and have exclusive access to any shut off valves, meter, and other appurtenances located within the meter pit or in connection with the meter setter as installed.

3. **ELIGIBILITY:** EJ Water Cooperative, Inc. Members with a residential meter (3/4", 5/8", etc.) are eligible for the Water Service Line Protection Program. Commercial or other services with larger than a 3/4" meter are not eligible for the Program. The Member's water bill will need to be current to be eligible for coverage under the water service line protection program.

- a. If a Member's water bill is past due, they can bring the bill current and become eligible for coverage.
- b. If a Member has been locked due to non-payment, the bill would need to be paid in full to be eligible for water service line protection program coverage.
- c. If a Member has cancelled membership, coverage by the water service line protection program is not eligible.
- d. If the Member re-instates the membership, an inspection will be required prior to re-enrollment into the water service line protection program, any leak instances found will not be covered by the plan. Future leaks will be covered.
- e. If a Member sells or cancels water service, the water service line protection program coverage will run through the last month that the fee was paid.
- f. If a Member sells the property, the new Member will be automatically enrolled into the water service line protection program, but does have the option to opt out in accordance with the terms of Paragraph 6herein.

4. **COVERAGE:**

- a. The water service line protection program will cover repair or replacement due to normal wear and tear of a leaking, low pressure, or permanently blocked exterior water service line, for which the Member has sole responsibility, and which runs from the meter to serve their residence or small agricultural (or surrounding 100 ft) use up to a maximum benefit of

\$1,500.00 per instance, up to 5 feet from the homes foundation and outside any landscaping. Any cost to repair or replace in excess of \$1,500.00 shall be paid by the Member prior to the repair or replacement being performed. EJ personnel need to verify the leak and repairs are to be made by EJ Water.

- b. The water service line protection program will also cover the cost of water loss due to a leak on the Member's service line from the point of connection at the meter to the connection to the house if the leak is repaired by EJ Water.
 - i. If a member is notified by EJ Water of a leak or notifies EJ Water they have a leak, they will have 6 months for the leak to be located and repaired. If it takes longer to locate and repair the leak, only 6 months of water loss will be covered by the program.
 - ii. All Members will still be offered a one-time per member leak adjustment for leaks that may not be covered by the water service line protection plan, such as, but not limited to, leaking toilets, faucets, water heaters, etc.
 - iii. If a Member opts out of the water service line protection program, they will still be eligible for the one time per member leak adjustment.
- c. Leak Identification Assistance – The member is responsible for locating any leak on the member-owned water service line or within the member's plumbing system. The monthly Water Service Line Protection Program Fee does not include leak-location services.
 - i. Upon request, EJ Water Staff may provide general information & tips to assist the member in locating a possible leak. If the member requests an on-site visit, a field service technician may inspect the meter to verify the meter reading, confirm whether continuous water usage is being recorded, and determine whether the meter-reading equipment appears to be operating properly. A service charge will be applied for this visit at the rate established by EJ Water at the time service is provided.
 - ii. EJ Water's inspection is limited to the meter & related usage information. EJ Water staff are not responsible for identifying the specific location or cause of a leak on the member's property.
 - 1. If the inspection indicates that the leak or equipment issue is on EJ Water's side of the meter, the service charge will not apply
 - 2. EJ Water staff may provide the member with general suggestions for checking common sources of water loss, but such assistance does not transfer responsibility for locating the leak from the member to EJ Water

3. If the leak cannot be located & the member does not have a functioning shut off valve at the residence or facility, the member may request that EJ Water install one. Installation is not included in the Water Service Line Protection Program & will be subject to additional charges.
 4. Following a covered repair, EJ Water will backfill the excavated areas & perform rough grading. The member is responsible, at the members expense, for all final grading & restoration of the property, including seeding, sodding, landscaping, replacement of plants, shrubs, trees, mulch, decorative materials, and any other finish work. The Water Service Line Protection Program does not cover landscaping or the restoration or replacement of landscaping disturbed during inspection, excavation, repair, or replacement of the service line.
- d. The water service line protection program will cover a leak at the water service line connection point, including fittings.
 - i. If a Member opts out of the water service line protection program, a leak at the fitting outside of the meter pit would be the Member's responsibility.
 - e. If a leak occurs at the foundation, the water service line protection program will not cover the leak. The program covers the service line up to 5 feet from the home and outside any landscaping.
 1. If the home does not sit on a foundation (ex: a mobile home or trailer), the water service line protection program will cover a repair or replacement up to 5 feet from the outside of the residence and outside any landscaping. Anything under the residence would be the Member's (owner) responsibility.
 - f. If a leak occurs at an outside hydrant, the water service line protection program will cover a repair or replacement of the service line up to 5 feet from the hydrant. The water service line protection program does not cover the connection fitting or the hydrant itself.

5. EXCEPTIONS:

- a. When it is impractical to define a service line responsibility, beginning when the water service line enters the member's property, the point of beginning shall be the service line connection to the meter, with responsibility and liability continuing to the point of use.
- b. Any portion of a water service line that damaged in an area within, in, or under a permanent building, structure, or other type of improvement

including, but not limited to, a driveway, sidewalk, pool, etc., is not covered by the water service line protection program.

- c. Water service lines that are damaged due to construction or maintenance, whether by homeowner or a contractor, would not be covered by the water service line protection program.
 - d. Water service lines that are installed on a service line easement and cross a field that require a leak repair or water service line replacement would be the Member's responsibility to cover crop damage expenses that may occur for repair or replacement.
 - e. Water service lines that are installed less than 24 inches (two feet) in depth will require a complete water service line replacement. Any charges in excess of the maximum benefit of the water service line protection program, being \$1,500 per instance, will be the Member's responsibility.
 - i. If a Member refuses to have a new service line installed to fix the issue, the Member's enrollment in the water service line protection program will be automatically terminated
6. **OPTING OUT:** A Member can opt out of the water service line protection program at any time via an electronic process, unless a request for repair has been filed. Once a request for repair has been filed the Member must remain in the Program for at least one year (12 months) from the date the request for repair has been made.
- a. If a Member opts out of the water service line protection program prior to a claim being made they can enroll back into the program at any time
 - i. Prior to being re-enrolled into the program a water service line inspection performed by EJ Water personnel will be required.
 - ii. Any leaks found during the re-enrollment inspection will not be covered by the water service line protection program.
7. **SERVICE LINE LOCATES:** The Member shall be responsible for all service line locates and locates provided at the request of JULIE One-Call on the Member's property. If EJ Water assists in providing information or markings, a liability disclaimer shall be provided to the Member.
8. **RESTORATION:** After a repair is accomplished, EJ Water shall rough grade all disturbed areas of land but will leave soil mounded over trenches to provide for natural settling and so as to provide minimal cleanup. Final grading, seeding, sodding, and replacement shall be accomplished by and at the expense of the Member.
9. **EXCLUSIONS:** The Program does not cover the following:

- a. Commercial or Industrial Meters including meters used to serve campgrounds, offices, industrial buildings, or retail locations.
- b. Repair of a leak within a structure, including within an exterior structural wall.
- c. Any damages or reimbursement for damages within a structure.
- d. Leaks or water loss caused by natural acts or disasters such as earthquakes, floods, other acts of God or malfunction of equipment or appliances owned by the Member.
- e. Repairs of appurtenances on a service line or branch of line off the service line such as hydrants, sprinklers, livestock waterers, pools, hot tubs and/or outdoor systems and equipment.
- f. Damages or losses, whether from negligence or otherwise, caused by you, any other person or entity other than EJ Water.
- g. Premises left or abandoned without reasonable care for the plumbing system
- h. Any improvement, relocation, or upgrade of your existing water service line.