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MARCH 15, 2004 & JUNE 8, 2009 & OCTOBER 18, 2010 & FEBRUARY 24, 2014 & MARCH 17, 2014, OCTOBER 16, 2017, September 17, 2018, June 17, 2019, February 28, 2022, March 21, 2022, July 18, 2022, November 21, 2022, July 17, 2023

WARREN WATER DISTRICT RULES, REGULATIONS AND RATE SCHEDULES

The following Rules, Regulations and Rate Schedules (the "Rules") have been adopted by the Board of Directors (the "Board") of Warren Water District (the "District") pursuant to the authority granted to the Board under Chapter 357A of the Code of Iowa:

SECTION 1.

A. RATES. Until modified by the Board the following shall be rates and charges for the water provided and services rendered by the District to Members, as defined in the Bylaws (the "Members"), and such rates and charges shall be based on the use of water supplied by the District as follows:

METERED RATES – RURAL Service Areas 1-7

First	3,000 gallons per month:	\$15.00 per 1,000 gallons (\$45/mo)
Next	3,000 gallons per month:	\$ 7.95 per 1,000 gallons
Next	14,000 gallons per month:	\$ 6.65 per 1,000 gallons
Over	20,000 gallons per month:	\$ 5.30 per 1,000 gallons

METERED RATES - FRANCHISE Ackworth, Patterson, Bevington, East Peru

First	2,000 gallons per month:	\$14.50 per 1,000 gallons (\$29/mo)
Next	2,000 gallons per month:	\$ 7.00 per 1,000 gallons
Over	4,000 gallons per month:	\$ 5.05 per 1,000 gallons

METERED RATES - FRANCHISE St. Charles

First	2,000 gallons per month:	\$14.50 per 1,000 gallons (\$29/mo)
Next	8,000 gallons per month:	\$ 6.30 per 1,000 gallons
Next	4,000 gallons per month:	\$ 5.05 per 1,000 gallons
Over	14,000 gallons per month:	\$ 4.95 per 1,000 gallons

METERED RATES - FRANCHISE Hartford

First	2,000 gallons per month:	\$14.50 per 1,000 gallons (\$29/mo)
Next	10,000 gallons per month:	\$ 8.35 per 1,000 gallons
Next	10,000 gallons per month:	\$ 6.00 per 1,000 gallons
Over	22,000 gallons per month:	\$ 4.95 per 1,000 gallons

Service Areas 1-7 shall mean the areas described as Service Area 1-7 in the attached map.

B. MINIMUM CHARGE

Each Member shall pay a minimum charge based on such Member's subscribed quantity of water or if such Member has not subscribed for a specific quantity of water, then based upon the size of such Member's meter size according to the following schedule:

3/4" Meter	Franchise/Standard	2,000 gal.	\$ 29.00 per month
3/4" Meter	Rural/Standard	3,000 gal.	\$ 45.00 per month
1" Meter	2.5 x Standard	10,000 gal.	\$ 95.45 per month
1 1/2" Meter	5 x Standard	20,000 gal.	\$161.95 per month
2" Meter	8 x Standard	40,000 gal.	\$267.95 per month

The applicable minimum rate set forth above in this Section 1.B shall be payable irrespective of seasonal use, or whether any water is used by the Member during the applicable month.

C. CONNECTION FEE

A non-refundable connection fee shall be paid by each Member and shall be based on the size of the Member's meter in accordance with the following schedule (these fees include a non-refundable \$300 Membership Fee):

3/4" Meter	\$ 3,500.00 Line Side Pit
3/4" Meter	\$ 4,500.00 Far Side Pit
1" Meter	\$ 6,000.00
1 1/2" Meter	\$12,000.00
2" Meter	\$21,000.00

LINE EXTENSIONS – Sold at true cost with a 5 year payback (Doesn't include a meter pit.)
All yards will be bored.

DEVELOPERS - Must Sign Developer Agreement and pay cost of any line extension plus cost of interior mains. Meter pits for each lot will also be required to be installed at \$4500 per lot. You will receive a meter pit with no minimums due until a Water Users Agreement is signed. The price for the meter pits will be included in your quote. Exclusions will apply to lots that have existing water line frontage.

BUYER OF A LOT IN A SUBDIVISION WITH METER PITS AND NO AGREEMENTS - The buyer of a lot in the subdivision will pay \$600.00 and sign a Water Users Agreement.

Private Utility Easement: The District will allow one pit per 20' of Private Utility Easement.
Private easements shall not overlap.

D. RECONNECTION CHARGE

If a Member's service has been voluntarily disconnected in compliance with the terms of the Member's Water Users Agreement (as defined in Section 3), and such service is subsequently restored, such Member shall pay a non-refundable reconnection charge of \$100.00, and shall be required to execute a Water Users Agreement with a term of sixty (60) months or a non-refundable reconnection charge of \$200.00, and shall be required to execute a Water Users Agreement with a term of twelve (12) months.

E. TEMPORARY USERS

Water furnished to temporary users (for example, such construction contractors) ("Temporary User") shall be charged for on the basis of metered quantity used multiplied by the applicable rate from Section 1.A. The Temporary User shall bear that portion of the cost of installing and removing the service that is in excess of any salvage realized by the District.

Notwithstanding the foregoing provisions of this Section 1, if a Member, Temporary User or any other person or entity who receives water from the District (collectively, a "Water User"), has entered into or is subject to an agreement with the District (other than the District's Water User Agreement, as defined in Section 3), including, but not limited to, bulk user agreements, franchise agreements and 28E agreements (collectively, the "Special Agreements") providing for rates and charges that are not established pursuant to these Rules, the fees and charges payable by such Water User shall be governed by such Special Agreements.

SECTION 2. The District shall read the Water User's meter and shall send to each Water User a bill on a monthly basis, as provided in Section 14. All bills shall be delinquent if not paid by 4:00 p.m. on the fifteenth (15th) day of the month for the charges for water used during the previous month, and shall be paid at the District's office. If any charges are not timely paid, a late fee of ten percent (10%) of the sum then due and unpaid. Except as otherwise provided in a Special Agreement, if any bills for service, including any applicable service charges, remain unpaid after the fifteenth (15th) day following the due date (i.e. on or before the thirtieth (30th) day following the end of the month for which the charges relate), such Water User's water supply shall be cut off and shall not be turned on again, except on payment in full of (i) the delinquent payments, (ii) unpaid interest and service charges, as provided above in this Section 2 and (iii) a service charge of \$50.00. If Water User has more than one (1) account, water supply shall be cut off to all water service accounts until payment, in full as described above, is received on all accounts.

SECTION 3. Unless the District and the applicant enter into a Special Agreement, application for water service to be received by an applicant shall be submitted to the District by the applicant executing and delivering to the District the District's then current form of water users agreement (a "Water Users Agreement"). The Water Users Agreement shall set forth the name of the applicant and the premises to be served. All Water Users Agreements submitted to the District shall be accompanied by the connection fee set forth in Section 1.C above together with the then current applicable installation fees.

SECTION 4. The manager of the District, or such other person or persons designated by the Board, shall be responsible for (i) issuing bills for water service and for all other charges in connection therewith and (ii) collecting all monies due therefrom.

SECTION 5. All revenues and monies derived from the operation of the District's water system shall be paid to and held by the District in an account designated as the "Revenue Fund Account", which shall be separate and apart from all other funds of the District.

SECTION 6. Service Application - Water Users Agreement

A. Any bona fide owner of a SINGLE FAMILY DWELLING located in the District's boundaries or of a residential unit in a mobile home court, duplex, or multiple dwelling building located in the District's boundaries and any person holding property within the District's boundaries that has reasonable accessibility to the source of and who is in need of having water supplied to such person's dwelling or property shall be eligible to become a Member of the District by entering into a Water Users Agreement, paying the required fees as provided in these Rules and complying with the requirements of the District's Bylaws; provided, however, no person may become a Member unless and until such

person has received the approval of the District, as provided in the Bylaws. Each single family dwelling must have its own connection.

Notwithstanding any provision of these Rules or the Bylaws to the contrary, no person otherwise eligible to become a Member or to otherwise subscribe for water shall be permitted to subscribe for water or acquire a membership in the District if the capacity of the District's water system is exhausted by the needs of its existing Water Users.

B. The District may reject any application for water service if the applicant has, at any time, been delinquent in payment of bills incurred for service previously supplied by the District.

C. In the event of any violation by a Water User of any of the provisions of these Rules, the Bylaws, or any other regulation of the District, the District may remove such Water User's meter and discontinue water service to such Water User. If a meter is thereafter reinstalled, such Water User shall first pay to the District a non-refundable Membership Fees of \$300.00, plus all past and accrued charges, the cost of any damages or repairs, any tax liens, and all other amounts payable pursuant to these Rules.

D. If a Member voluntarily requests removal of a meter for a definite or indefinite period such Member must present the District a written request to do so. Member must have met requirements in Water Users Agreement.

E. The Member, in whose name the Water Users Agreement is issued, shall be responsible for payment of all bills incurred in connection with the service rendered to the applicable premises.

SECTION 7. SERVICE

A. Water furnished for a given lot or farmstead shall be used only on that lot or farmstead. Each Water User's service must be separately metered at a single delivery and metering point.

B. In addition to the collection of regular rates and charges, the District may collect from a Water User a proportionate share, based on water usage, of all applicable privilege, sales, or use tax or impositions payable by the District that are based on gross revenue received by the District.

SECTION 8. DISTRICT'S RESPONSIBILITY

A. The District will install, maintain, and operate one or more main distribution lines from the source of water supply, and service lines from the main distribution line or lines to within ten feet of the property easement line, meter pit location, or curb stop and box location of each Water User of the District at which points, designated as delivery points, meters, to be purchased, installed, owned and maintained by the District, shall be placed. The cost of the service line or lines from the main distribution line or lines of the District to the location of the meter, meter pit, or curb stop and box of each Water User shall be paid by the District. The District will also purchase and install a cut-off valve in each service line from its main distribution line or lines with such cut-off valve to be owned and maintained by the District and to be installed on same portion of the service line owned by the District. The District shall have sole and exclusive right to use such cut-off valve and the sole right to turn it on and off.

B. Each Water User shall be entitled to only one (1) service line from the District's water system unless otherwise approved by the Board and provided the Water User pays the then applicable connection fee for each service line. No new service line or change in an existing service line may be made if it will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the District's water system at the nearest available place to the place of desired use by the Water

User if the District's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the District's water system is inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the District. Each Water User will be required, at the Water User's cost, to dig or have dug a ditch, to purchase and install and to maintain such portion of the service line or lines from within ten feet of the property easement line, meter pit or curb stop and box location of each Water User to his own dwelling; or other place of use on his premises, at his own expense.

C. District may allow the connection of an unmetered fire service line at a Water User's property provided a Special Agreement is executed outlining the terms of such service.

SECTION 9. INSPECTION; LIMITATIONS OF LIABILITY; NOTIFICATION OF INTERRUPTIONS

A. The District reserves the right to make an inspection of any Water User's piping and apparatus during construction or after, but will not have any responsibility for any matters arising out of or related to such construction or inspection.

B. The District reserves the right to refuse service to a Water User, unless the Water User's lines or piping are installed in such a manner as to prevent cross-connections or back-flow, and will include a positive air-gap between rural water and all other systems.

C. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water by a Water User or resulting from any actions or inactions by the District, unless such damage results directly from negligence on the part of the District and in all events only to the extent of direct damage to a Water User's property. The District shall not be responsible for any damage arising from or relating to any defects in piping, fixtures, or appliances on a Water User's premises.

NOTWITHSTANDING ANY PROVISION IN THESE RULES TO THE CONTRARY, IN NO EVENT SHALL THE DISTRICT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM ANY ACT OR OMISSION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OF THE DISTRICT.

The District shall not be responsible for negligence or other acts of any third persons, or forces beyond the control of the District, including, but not limited to, those resulting in any interruption of service.

The District shall not be liable to a Water User on account of any failure by the District to furnish any service or water to a Water User, including, but not limited to, any failure that arises from or is in any way related to or connected with any force majeure, including, without limitation, an act of God, war, civil disturbance, terrorism, storm, loss of power, fire or casualty, labor dispute or governmental law, rule, regulation, order or decision.

D. Under normal conditions, the District will make reasonable efforts to notify Water Users of any anticipated interruptions of service.

SECTION 10. WATER USER'S RESPONSIBILITIES

A. Piping on the premises of a Water User must be installed by the Water User so that the connections are conveniently located with respect to the District's service lines and main lines.

B. If the District were to provide additional meters for a Water User, each meter will be considered as a separate and individual account.

C. The Water User shall provide a place for the placement of the meter that is unobstructed and accessible at all times.

D. The Water User shall furnish and maintain, at the Water User's sole cost, a private cut-off valve on the Water User's side of the meter. The District shall provide, at the District's sole cost, a similar valve on the District's side of such meter.

E. The Water User shall guarantee proper protection for the District's property placed on the Water User's premises and shall permit access to the District's property only by authorized representatives of the District. The Water User shall immediately report any malfunctioning equipment or piping.

F. In the event of any loss or damage to the property of the District or any accident or injury to persons or property that is caused by or results from the negligence or wrongful act of the Water User, the Water User's agent or employees, the cost of the necessary repair or replacements shall be paid by the Water User to the District, upon demand, and any liability otherwise resulting shall be the obligation of the Water User. The amount of such loss or damage or the cost of repairs shall be added to the Water User's bill and if not paid, service may be discontinued by the District.

G. Unless otherwise expressly provided in a Special Agreement or otherwise expressly authorized in these Rules, water furnished by the District to a Water User shall be used only for domestic consumption by the Water User, members of the Water User's household, and employees of the Water User. Water furnished by the District pursuant to a Special Agreement shall only be used for the purposes set forth in the Special Agreement and if no purposes are set forth in the Special Agreement shall only be used for domestic purposes, as provided in these Rules. Unless otherwise expressly provided in a Special Agreement, a Water User may not (i) sell water to any other person or (ii) permit any other person to use said water, except on the Water User's premises and, with respect to a Temporary User, on the applicable premises. Water shall not be used for irrigation, fire protection, or other purposes; provided, however, when water is available in sufficient quantities without interfering with the regular domestic consumption of all Water Users, then the water may, subject to the limitations in the first sentence of this Section 10.G or in a Special Agreement, be used for any other purpose. Water shall be used by a Temporary User only for the uses contemplated in the Temporary User's application. A violation of the provisions of this Section 10.G shall be sufficient cause for refusal or discontinuance of service.

SECTION 11. EXTENSION TO MAINS AND SERVICES

A. The District may supply service for temporary purposes to a Temporary User, provided the District has water available in excess of the District's regular needs, and provided the District has available material and equipment necessary to supply said service. Each applicant for such temporary service must pay in advance to the District the District's estimate of the cost of labor and materials for installing and removing such service, less salvage value on removal. After the temporary service is removed, the actual cost of installing and removing such service, less salvage, shall be determined by the District and payment shall be made by such Temporary User, on demand.

B. The District will construct an extension to its water lines to points within its area, but the District shall not be required to make such installation, unless the Water User pays to the District the entire cost of the installation.

C. All line extensions shall be evidenced by a contract signed by the District and the person advancing funds for said extension.

D. If a refund of the advance is to be made pursuant to the contract between the District and the Water User pursuant to Section 11.C, unless otherwise provided in such contract, the following payment method shall apply: Twenty percent (20%) of the total gross revenue for water sales per year for each service connected to the new extensions described in the contract referred in Section 11.C, for a period not to exceed five years, provided that the aggregate payments do not exceed the total amount deposited.

No refund shall be made from any revenue received from any lines leading up to or beyond the particular line extension covered by the contract.

E. Extensions to provide service to undeveloped land by a developer, will be evidenced by a developers agreement between the District and the developer, and the developer advancing funds, as provided in the developers agreement. The developer shall be required to pay for those water mains that will, in the District's estimation, have enough capacity to provide water to such land at a later date.

SECTION 12. ACCESS TO PREMISES

A. The District shall have access, at all reasonable hours, to meters, service connections, and other property owned by it and also to the Water User's service lines located on the premises of the Water User, for the purpose of installing, maintaining, operating, removing its property, and inspecting the Water User's service lines. The employees of the District shall carry proper identification, which identifies them as employees of the District.

B. Each Water User shall grant or convey, or shall cause to be granted or conveyed to the District, at no cost to the District, a permanent easement and right-of-way across any property owned or controlled by the Water User wherever said permanent easement and right-of-way is necessary for the District's water facilities and lines, to enable the District to furnish service to the Water User. The easement and right-of-way to be granted by a Water User pursuant to this Section 12.B shall be granted upon such terms and conditions as are satisfactory to the District, in its sole discretion. The Water User shall not grant to any person or entity an easement, or any other right which interferes or restricts the District's ability to construct, maintain or repair the District's service lines or distribution lines within any easement granted by such member to the District.

C. In addition to any other rights and remedies that the District may have, in the event a Water User refuses to grant an easement to the District, as provided in this Section 12, the Water User shall not be entitled to receive any water or other services from the District until payment of a fee, as established by the Board of Directors, from time to time, per lineal foot of the easement initially requested by the District.

SECTION 13. CHANGE OF OWNERSHIP/OCCUPANCY

A. Notice must be given by a Water User to the District in person and/or in writing in the event a Water User desires to discontinue service or, in the event of a change of ownership of the Member's premises or, if applicable, in the event of a change in the occupant of the applicable premises from the Member to a different person. Until proper notice is given, the Water User will be responsible for all water used. Change of ownership of a Member's premises or, if applicable, change in the occupant from the Water User to another person must be accomplished by the new owner or, if applicable, the new occupant

complying with all requirements to become a Member, including, but not limited to, executing and delivering a Water Users Agreement to the District.

B. The outgoing Member shall be responsible for all water consumed and charges incurred up to the time of departure or the time specified for departure, whichever period is longer.

C. If a Member purchases a property that has been voluntarily or involuntarily disconnected a non-refundable Membership Fee of \$300.00 shall be paid, and shall be required to execute a Water Users Agreement with a term of sixty (60) months.

SECTION 14. METER READING-BILLING - COLLECTION

A. The District shall read the Water User's meter, calculate the usage, and send a water bill to the Water User for a given month, prior to the 1st day of the following month.

B. Unless otherwise set forth in a Special Agreement, charges for water will be calculated in accordance with the District's published rate schedule and will be based on the amount of water consumed or, if applicable, the minimum charge for the period covered by the meter readings.

C. Unless otherwise provided in a Special Agreement, charges for service commence when meter pit is installed, whether used or not.

D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or the same or different Water Users, or for the same or different services.

E. Payments are due on the first day of each month and delinquent at 4:00 p.m. on the fifteenth (15) day of the month. Bills not paid by 4:00 P.M. on the Fifteenth (15) day of each month will incur a 10% late fee.

F. If payment is not received by the fifteenth (15th) of the month, a Delinquency Notice for nonpayment shall be mailed to the User on the 20th day of each month, unless the 20th day of the month falls on a Saturday, Sunday or Federal Holiday, in which event said Notice will be mailed on the first Monday thereafter (unless said Monday is a Federal Holiday, in which case Notice will be mailed the next day).

G. A Final Disconnect Notice will be mailed to User at least seven (7) days before the disconnection date. Saturdays, Sundays and Federal Holidays will count towards the seven (7) days. If payment of all amounts due is not received in the District office by 8:00 a.m. on the date specified in the Final Disconnection Notice, the Users service with be disconnected as set forth below.

H. If payment of all amounts due is not received in the District office by 8:00 a.m. on the date specified in the Final Disconnection Notice, a Service Tech will be dispatched to disconnect service, and a \$50.00 service charge will be added to the full unpaid balance. The Service Tech will not accept payment from the User.

I. It is the responsibility of the User to maintain a current mailing address with the Warren Water District Main Office. Failure to receive bills or notices shall not relieve a Water User from the Water User's payment obligations.

SECTION 15. SUSPENSION OF SERVICE

A. If a Water User fails to fully and timely pay all charges, duly imposed, then and without further notice to the Water User, the District shall have the following rights and remedies:

(i) If a User fails to fully and timely pay all amounts due at the District Office by 4:00 p.m. on the fifteenth (15th) day of the month user shall pay a late fee of ten percent (10%) of the sum then due and unpaid.

(ii) If payment is not made within thirty (30) days of the due date the District may shut off the supply of water to the Water User. Notice shall be sent by mail.

(iii) If payment is not made at the District Office within sixty (60) days from the Disconnection Date, the User's privilege to receive water from the District may automatically terminate and the meter may be removed from the premises, unless the Board, upon the User's request, finds good cause to not remove the User's meter. Service that is discontinued pursuant to this Paragraph shall be reinstated only after payment of a non-refundable Membership Fee of \$300.00, plus all past and accrued charges, the cost of any damages or repairs, and tax liens, and all other amounts payable pursuant to this Policy and Warren Water District Rules, Regulations and Rate Schedule.

(iv) If water service is disconnected, the account is placed on the District's Disconnected Accounts List. A lien may be placed against the property after notice is mailed to the Subscriber requiring full payment within two (2) weeks. Liens can be placed for the unpaid balance and/or the balance of the contract (Water Users Agreement), and all costs incurred by the District.

(v) Such other remedies available to the District at law or in equity.

B. Service discontinued for non-payment of bills will be restored only after all bills, for all accounts, are paid in full and the service charge paid as provided in Section 2.

C. The District also reserves the right to discontinue service as provided in the following provisions:

(i) WITHOUT NOTICE FOR THE FOLLOWING REASONS:

- a. Conditions determined by the District to be reasonably hazardous.
- b. Use of the District's equipment in such a manner as to adversely affect the District's equipment or the District's service to others.
- c. To prevent fraud or abuse.

(ii) WITH NOTICE, IF POSSIBLE, FOR THE FOLLOWING REASONS:

- a. Emergency repairs.
- b. Insufficiency of supply due to circumstances beyond the District's control.
- c. Strike, riot, fire, flood, accident or any avoidable cause.

(iii) WITH NOTICE FOR THE FOLLOWING REASONS:

The Water User fails to comply with these Rules or the Bylaws.

D. The District may, in addition to prosecution by law, permanently refuse service to any Water User who tampers with a meter or other measuring device.

SECTION 16. COMPLAINTS AND ADJUSTMENTS

- A. If a Water User believes that a bill, or any other amount due under this Policy or the District's Rules, Regulations and Rate Schedules is in error or is contrary to the Policy and Rules, Regulations and Rate Schedules, the User shall have a right to a hearing with the District. The hearing procedure shall include:
- The User shall deliver to the District Office a written request for a hearing on-or-before the fifteenth (15th) day of the month in which the bill in dispute was sent to the User. In addition, the User shall pay the full amount due to the District. If the Board of Directors issues a decision finding that some or all of the amounts in dispute are not owing, the applicable amount shall be reimbursed to the User within thirty (30) days of the date of the board's decision.
 - The User and a representative of the District shall convene a conference at a mutually acceptable time, no later than 30 days after the claim is delivered to the District Office.
 - Both the User and the representation of the District shall present relevant information to the Board of Directors.
 - All documents presented by the User shall be copied and returned to the User.
 - The presiding member of the Board of Directors may request additional information at the hearing.
 - The presiding District Manager shall issue a written result and specify the reasons supporting the District's decision, and said result shall be rendered on or before the sixteenth (16th) day after the User files the dispute with the District.

Any amounts due to the District not in dispute shall be due and payable within the guidelines of the Policy and the Rules, Regulations and Rate Schedules. Any amounts in dispute shall be due and payable as set forth above. All disputes shall be settled and any amounts due and payable shall be paid within sixty (60) days of the customer filing a dispute with the District.

B. If the seal of a meter is broken other than by the District's representative or if the meter fails to register correctly or is stopped for any cause, the Water User shall pay an amount estimated by the District from the record of the Water User's previous bills and/or from other proper data.

SECTION 17. AGREEMENTS; ABRIDGMENT OR MODIFICATION OF RULES

A. No promise, agreement or representation of any employee of the District shall be binding upon the District, except as it shall have been agreed upon in writing, signed and accepted by an officer of the District, or by an authorized agent, employee or agent of the District.

B. Modifications of rates or any of these Rules may only be made by the Board.

C. Correspondence to the Board may be directed to the Board by sending the correspondence to the District's principal place of business of the District, which is 1204 E. 2nd Ave., Indianola, Iowa.

D. Complaints, for other than billing, should be made to the District's manager at 1204 E. 2nd Ave., Indianola, Iowa, telephone number (515) 962-1200. Any reports or suggestions concerning operation of the system should be made to the District's manager.

E. The Board may authorize the District to enter into contracts or agreements for sale of water to public bodies or other associations when the source or supply of water is available.

SECTION 18. FORM OF USERS AGREEMENT

The District's Water Users Agreement may, from time to time, be modified by the Board.

SECTION 19. RECORDS

All records of the District shall be kept at the offices of the District at 1204 East 2nd Avenue, Indianola, IA 50125.

SECTION 20. TEMPORARY OR EMERGENCY SERVICE

The District will exercise reasonable efforts to remedy temporary or partial failure to deliver water with all reasonable dispatch. In the event of extended shortage of water, or if the supply of water available to the District is otherwise diminished over an extended period of time, the supply of water to Water Users may be prorated among the Water Users on such basis as is deemed equitable by the District, and the District may also prescribe a schedule of hours covering use of water by particular Water Users and require adherence thereto, or prohibit the use of water for other purposes; provided that if any time the total water supply shall be insufficient to meet all the needs of all the Water Users for domestic, livestock and other purposes, the District must first satisfy all the needs of the Water Users for domestic purposes before supplying any water for other purposes.

When practical, Water Users will be given advance notice of any planned curtailment of service.

SECTION 21. RECORD OF ACCOUNTS

The District's system administrator shall establish a proper system of accounts and shall keep proper records, books, and accounts in which complete and correct entries shall be made of all transactions relative to the water system. At regular intervals, the Board 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.

SECTION 22. PRIOR RESOLUTIONS

All resolutions and parts of resolutions in conflict with these Rules are hereby repealed insofar as the conflicting portions thereof are concerned.

SECTION 23. SPECIAL AGREEMENTS

If the event of any provision of these Rules conflicts with any provision of any Special Agreement with respect to any matter, the provisions of the Special Agreement shall control with respect to such matter.

SECTION 24. AMENDMENTS

These Rules, including, but not limited to, the fees and rates, may be amended, without notice, from time to time, by the Board; provided, however, so long as any indebtedness of the District is held by or

guaranteed by USDA Rural Development, any amendments to these Rules must also be approved by USDA Rural Development.

SCHEDULE OF CHARGES

	<u>Amount</u>	
Service termination/cut-off	\$50.00	
Non-emergency service assistance (regular business hours)	\$50.00	
Non-emergency service assistance (after regular business hours)	\$75.00	
Non-emergency after hours reconnect (at on-call's discretion)	\$100.00	
Frozen/burst water meter (insulating pillow missing/sideways)	\$50.00	plus material cost
Meter pit/reading equipment damaged	\$50.00	plus material cost
Meter test (results within accuracy)	\$100.00	
Installation Delay Trip Charge (fee applies if any action on owners property results in delay of install)	\$200.00-\$300.00	
Emergency assistance (except for member/subscriber negligence)	No charge	
Annual Fire Service Charge		
2-inch fire service	\$90.00	
3-inch fire service	\$205.00	
4-inch fire service	\$360.00	
6-inch fire service	\$810.00	
Return Funds Fee	\$30.00	

Pit Tamper Fee	\$200.00	
(cut padlock, bypass meter and/or regulator, etc.)	Plus material cost	
Sewer pit clean out due to grease or unauthorized discharge		
During business hours	\$125.00	
After hours	\$190.00	
Sewer pit pump out		
During business hours	\$100.00	
After hours	\$150.00	
This fee is if pump out is requested by the owner after the District determined the issue IS NOT the fault of the District's equipment.		
Denial of Easement	\$1.50	Linear foot