

**Rules and Regulations
of the
Southern Iowa Rural Water Association.**



RULES AND REGULATIONS OF SOUTHERN IOWA RURAL WATER ASSOCIATION

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PURPOSE

The Southern Iowa Rural Water Association, State of Iowa, (SIRWA, or “Association”) is a Rural Water District, organized as a public body and existing under the provisions of Iowa Code Chapter 357A as amended, for the purpose of providing to the residents within the District a suitable supply of potable water and sanitary sewer service. The District is comprised of all unincorporated areas of the Iowa counties of Adair (except the Northeast portion thereof), Adams, Clarke, Decatur, Ringgold, Taylor, Union, and portions of Cass, Guthrie, Lucas, Madison, Montgomery, Page, and Warren Counties. The District also includes those cities which have entered into a water or sewer franchise agreement with the Association. The District does not include any area presently being served by any other system, including other rural water districts, benefitted water districts, not for profit rural water systems, and municipal systems.

These Rules and Regulations reorganize and restate the Rules and Regulations enacted by SIRWA on March 15, 1999 and amendments thereto. These Rules and Regulations are intended to promote efficient operation of the rural water system, the municipal sanitary sewer systems, and to provide better water and sewer service to all customers. Further information concerning the business of the Association, or the effect or interpretation of these Rules and Regulations may be obtained directly from the Association office or website:

Southern Iowa Rural Water Association
1391 - 190th Street
Creston, Iowa 50801-8299
Tel: (641) 782-5744
Web: www.sirwa.org

WATER

PART A: DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this section shall be as follows:

“A’ meter” shall mean a water meter through which water service is tracked and billed on a 12-month basis. Only one residence shall be attached to a single “A” meter at any time.

“Add-on” shall mean an extension of the rural water transmission main subsequent to the initial construction of such main. Alternatively, an add-on may only involve the tapping of an existing transmission main for the attachment of a new service line.

“B’ meter” shall mean a water meter that is secondary to an “A” meter on a customer’s property through which water service is provided for the purpose of watering livestock and through which water service is tracked and billed in combination with the customer’s “A” meter.

“Benefit unit” shall mean the privilege of utilizing the Association’s facilities to serve a particular property as a result of the participating member’s payment of the membership fee.

“Bulk Water Customer” shall mean a SIRWA customer that receives a single water bill from SIRWA and that operates and maintains its own distribution system and is either: (i) a municipality, (ii) a water district, (iii) a rural water district, (iv) a corporation or other entity organized for the purpose of providing water service to customers, or (v) a corporation or other entity authorized to operate in the State of Iowa that requires large quantities of water.

“Curb stop” shall mean the water shutoff valve between the main utility service line and the private structure being provided water service.

“Customer” shall mean any person(s) or entity requesting a service from SIRWA.

“Developer” shall mean a person or entity that: (i) has an ownership or financial interest in a proposed development at the time the application for new water service is submitted to SIRWA, and (ii) has the appropriate legal authority and capacity to contract with SIRWA.

“Development” shall mean any property site or subdivision: (i) for which water service is requested, and (ii) for which there is no present actual user that requires dedication of water capacity in excess of that provided by a two-inch diameter pipe. Development includes, but is not necessarily limited to, any new industrial, commercial, or residential subdivision.

“Field Technician” shall mean a member of SIRWA’s personnel performing service on the water system within SIRWA’s service area.

“Hydraulic study” shall mean an engineering analysis of the capacity of the rural water distribution system affected by a proposed new development to supply the anticipated needs of a development.

“May” is permissive and confers a power.

“Member” shall mean every person who is a record owner of real property located within the Association boundaries in Adair, Adams, Cass, Clarke, Decatur, Guthrie, Lucas, Madison, Montgomery, Page, Ringgold, Taylor, Union & Warren County, Iowa; the tenant of such real property; or another person acting for the owner with the owner’s written consent.

“Must” states a requirement.

“Participating Member” shall mean a member who has subscribed to and paid or had paid for them, the fee established by the Rules and Regulations of the Association for at least one benefit unit.

“Pasture meter” shall mean a water meter through which water service is provided for the purpose of watering livestock and through which water service is tracked and billed on a 9-month or longer basis.

“Point of Delivery” shall mean a curb stop or the Participating Member’s outlet side of the meter pit.

“Shall” or **“will”** is mandatory and imposes a duty.

“Water franchise” shall mean a grant by a city to SIRWA, via public election, of the right to construct a water utility within the city and to thereafter own, maintain, operate, repair, remove, renew and reconstruct such facility, the necessary mains, pumps and other appurtenances under the streets, avenues, alleys and public places within the city, and the right to supply and sell to individuals and entities, inside of the city, water and water treatment services pursuant to the provisions of Iowa Code Chapter 28E, as amended, and providing for the regulation of such activity.

“Water User Agreement” shall mean a written contract between SIRWA and a customer that binds certain real property to a minimum term of water service and further defines the rights and responsibilities of each of the parties to such contract.

PART B: CONNECTION TO THE SYSTEM

Section 1. Application for Service

- a) The owner, or tenant with written permission of the owner, of land located within the Association service area may apply for water service at the Association office. Application forms shall be supplied by the Association. The application shall state the name of the applicant(s) and shall provide the legal description of the premises proposed to be served.
- b) A separate application shall be filed with the Association for each proposed metered connection to the rural water system.
- c) Applications for water service will be acted upon by the Association’s personnel in accordance with the policies established by the Board of Directors and the rules set forth herein. An applicant who is delinquent in payment of the Association’s bills for existing water or sewer services may be refused new or additional services.
- d) An owner of property in a city subject to a SIRWA water franchise or who is otherwise seeking water service from SIRWA shall, as a condition of receiving such service, grant an easement to SIRWA, which provides for ingress and egress to the property as well as the requisite amount of space as determined by SIRWA for necessary pipeline, metering and appurtenances thereto. The property owner shall be responsible for ensuring that the easement

area is unobstructed and accessible at all times. Whenever feasible, the meter pit shall be located within 10 feet of the property line immediately behind the public right-of-way and within 10 feet of the driveway to the premises to be served by SIRWA. The easement shall be in a form approved by SIRWA, shall be perpetual, and shall run with the land so as to bind all future successors and assigns in interest.

- e) Applicants who have previously refused or denied easement for water distribution lines will be required to pay a penalty fee per foot of frontage of land denied at the time an easement was previously requested (thereby requiring use of public right of way or an alternate route).
- f) Once an application for water service has been approved by SIRWA and the participating membership fee has been paid, the participating member shall promptly execute a Water User Agreement that establishes, or continues as the case may be, the minimum term of water service and requires compliance with these Rules and Regulations. The current minimum term of the water service is 10 years from the date water service becomes available to the property. During such term, the Participating Member will be charged for at least the minimum or actual amount of usage at the rates in effect at that time, which rates are available at the Association office or website.
- g) In the event a participating member fails or refuses, without just cause as determined by SIRWA, to fulfill his, her, or its obligation to continue receiving water service from SIRWA for the minimum period required by the Water User Agreement, the participating member shall pay to SIRWA a lump sum as liquidated damages for the early termination of service. The amount of liquidated damages to be paid by the participating member in the event of early termination of service shall be based upon a reasonable forecast of just compensation for the harm caused by such early termination and shall be determined by application of the following formulas:

Total Project Construction Cost ÷ Number of Project Participating Members = Average Project Development Cost

Average Project Development Cost Per Participating Member x % of Minimum Service Period Remaining = Amount of Liquidated Damages

Under said formula, for example, if the average project development cost per participating member is \$5,000 and the participating member fails or refuses, without just cause, to continue receiving water service after a period of 3 years, the minimum service period remaining would be 7 years or 70%. Thus, \$5,000 x 0.70 = \$3,500 as liquidated damages shall immediately be made payable to SIRWA by the participating member. Information regarding construction costs and the number of participating members may be obtained at the Association office.

- h) In the event a participating member conveys title to property receiving water service from SIRWA prior to expiration of the applicable minimum term of use set forth in the member's Water User Agreement, such member's successor in interest to the property, as a prerequisite to receipt of water services from SIRWA, shall be required to execute a new Water User Agreement for the balance of the minimum term of use remaining on the property.
- i) Once the minimum term of use required by a participating member's Water User Agreement has expired, all other terms of such Agreement shall continue to remain in full force and effect unless and until the Agreement is terminated by the mutual agreement of the parties.

Section 2. Compliance with Executive Orders

- a) In compliance with Executive Order 11990, wetland protection, to minimize the loss of wetlands the Association shall refuse water service to any new development which converts a wetland, as identified on the project maps. The map locations are approximate. If someone requests service in the vicinity of an identified wetland, Natural Resources Conservation Service (NRCS) shall be asked to review the exact site for a wetland determination.
- b) In compliance with Executive Order 11988, floodplain management, the Association shall deny water service to any new development which builds in a 100 year floodplain, as identified in the environmental assessment and firm maps.
- c) The Association agrees to control conversion of important farmland along the 8-inch and larger lines identified on the project maps by restricting water service to agricultural use or single family size service only unless it is identified in a future growth area by the County Board of Supervisors and/or Council of Governments.

Section 3. Application, Participating Membership, and Connection Fees

- a) All applications for water service filed with the Association shall be accompanied by a nonrefundable application fee.
- b) In the event an application for water service is approved, the participating membership fee shall be paid by such participating member and shall be applied to and stay with the initial water service connection. An applicant shall be required to pay only one participating membership fee, regardless of the number of connections to the system.
- c) The Association shall enter the water customer's name into the participating membership rolls upon acceptance of the participating membership fee and when first billed.
- d) Water customers in franchised communities are considered participating members of the Association.
- e) A bulk water customer is considered a single participating member. A bulk water customer shall communicate and cooperate with SIRWA in relation to financing a connection fee whenever feasible and practical. A bulk water customer may be required to pay a connection fee based upon SIRWA's estimate of such customer's share of water treatment, storage, and transmission costs.
- f) Applications for water service received by SIRWA after the date of approval of final project plans, specifications and forms of contract may result in the assessment of additional fees to the customer (above and beyond application and participating membership fees). Such additional fees may be necessary to cover the cost of previously unplanned and unfunded engineering, legal, administrative, construction, and/or other requisite expenses.
- g) Approval of applications for water service shall require payment of a connection fee based upon meter size.
- h) The current costs of the application, participating membership, and connection fees shall be available at the Association office or website.

Section 4. Service Order Fees

- a) Any request by a participating member requiring a Field Technician's presence at the meter location shall result in the assessment of a service order fee to the participating member. Examples include:
 - Turn on and read out of a meter
 - Leak detection
 - Assessment of potential meter damage or problem
- b) The current fee for service orders shall be available at the Association office or website.

Section 5. Leak Detection

- a) The customer is encouraged to report to SIRWA any known or suspected leaks in the SIRWA water transmission mains so as to assist SIRWA personnel in detecting leaks and preventing water loss. In SIRWA's sole discretion, a leak finder's fee may be paid to an individual who reports a leak in a SIRWA main or service line once such leak has been verified and repaired.
- b) If a leak is detected in a portion of waterline owned by the customer rather than SIRWA, it shall be the responsibility of such customer to promptly repair such waterline to ensure the leak is stopped. If the customer does not fix the leak within 7 days after the mailing of written notice by SIRWA, SIRWA may either shut off water service at the curb stop or make the repair to the customer's waterline and bill the customer for the labor and materials required to complete the repair. The current fee for the cost of labor for repairs shall be available at the Association office or website.
- c) When SIRWA personnel are called to the customer's home or business to investigate a leak and the leak is found to be on the customer-owned portion of the service line, a service fee shall be charged to the customer's account. Current service fees are available at the Association office or website.

Section 6. Leak Adjustment

- a) SIRWA may authorize a credit on charges incurred by reason of a leak in the customer's water service line once within a five-year time period. The customer must have at least six months' use on the relevant meter before a leak adjustment may be requested. A customer desiring a leak adjustment must submit to SIRWA, within two months of the date of the SIRWA bill on which the leak caused additional charges, a written request for a leak adjustment and a copy of the receipt from the repairer of the leak. SIRWA may, at its option, inspect the leak repair before issuing a credit to the customer.
- b) If a customer seeking a leak adjustment receives a combined bill for water and sewer services from the Association, the Association will first figure a sewer adjustment for water not entering the sewer system.
- c) In calculating the amount of a leak adjustment, the Association shall identify the average bill on the meter for the past 12 months (or however many months the meter has been in service if more than six but less than 12 months). The Association shall then compare the number of gallons used in that single month to the average number of gallons used in the 12-month (or other applicable) period to determine the amount of overage. The Association shall then apply the following formula in determining the amount of the leak adjustment to be made to the customer's account:

Section 7. Deposits from Owners

- a) A customer who is a property owner who has had water service disconnected twice or more within a 12-month period may be required to pay a deposit before water service is renewed the second or subsequent time. The deposit shall be applied to any outstanding balance on the customer's account upon owner's request for discontinuation of service.
- b) Any unused deposit will be refunded to such customer within 30 days of the end of the final billing period provided the Association has received notification of the customer's forwarding address.
- c) The current water service deposit rate for owners subject to the foregoing deposit requirement is available at the SIRWA office or website.

Section 8. Deposits from Tenants

- a) A customer who is a residential or commercial tenant shall be required to pay a deposit before water service is provided by the Association. The deposit shall be applied to any outstanding balance on the tenant's account upon tenant's request for discontinuation of service.
- b) Any unused deposit will be refunded to such customer within 30 days of the end of the last billing period provided the Association has received notification of the customer's forwarding address.
- c) The current water service deposit rate for a tenant is available at the SIRWA office or website.

Section 9. Pasture and "B" Meters

SIRWA discontinued installation of pasture and "B" meters for participating members as of January 1, 2007. Those participating members with existing pasture or "B" meters will be allowed to keep those meters until such time as the property ownership or tenancy changes, at which time the pasture or "B" meter connection shall be changed to an "A" meter. All "A" meters shall be subject to SIRWA's usual 12-month minimum billing requirements.

Section 10. Housing Complex

A housing complex with multiple units that have a single water meter shall be billed at least a minimum bill per unit. The minimum base will be the monthly water bill multiplied by the number of units, including managerial and vacant units. Any usage in excess of the minimum usage will be billed to the management entity at SIRWA's then-current rate schedule. A single bill for each housing complex will be sent to the managing entity. Water rates shall be available at the Association office or website.

PART C: WATER SERVICES

Section 1. Maximum Water Quantity, Flow, and Pressure

- a) Connection to the water system entitles the customer to purchase potable water from the Association at the rates established by the Association. All customers, other than bulk customers, may purchase such quantities of water as are available, subject to these Rules and Regulations.
- b) Bulk water customers shall be entitled to the quantities, flow, and pressure as set forth in a separate agreement between the Association and the customer.
- c) A participating member shall not sell water to any other person or permit any other person to use said water without the consent of the Association. The Association reserves the right to shut off water to a participating member who allows a connection or extension to be made to the participating member's service line for the purpose of supplying water to another user or location.

Section 2. Water Shortage or Other Emergency

In the event of a water shortage or other emergency such that the total water supply shall be insufficient to meet all of the needs of the participating members of SIRWA, SIRWA may distribute the water available among its various participating member(s) on such basis as SIRWA deems, in its sole discretion, as reasonable, appropriate, and in the best interests of all of SIRWA's participating members. The Association may also establish a schedule of hours for water use by particular members or prohibit the use of water for specified purposes.

PART D: WATER DISTRIBUTION SYSTEM

Section 1. Installation, Ownership and Access to Transmission Mains, Service Lines, Meters, and Metering Equipment

- a) The Association will install, maintain, and operate water distribution pipe lines and meter pits or curb stops from the source of water supply, and service lines from the distribution line. The point of delivery shall be defined as a curb stop or participating member's outlet side of the meter pit.
- b) The Association shall install, maintain, repair, and replace all meters and metering equipment, including a cut-off valve before the point of delivery as may be necessary to ensure efficient water services and accurate billing. The Association shall provide pressure reducing valves to be installed by the participating member at the same time as SIRWA installs the meter and metering equipment. The customer shall be responsible for repair, replacement, or upgrade of the pressure valve.
- c) The Association shall have access at all hours to its meters, service connections, pipe, and appurtenances thereto. During normal business hours, the Association shall also have access to the participating members' service lines for the purpose of installation, maintenance, operation, removal, and replacement of the Association's property and inspection of participating member's services lines and meters for compliance with these Rules and Regulations. The employee(s) of the Association shall wear an article of SIRWA clothing, displaying the logo, for sight identification purposes.
- d) The Association is the owner of the transmission main, meter, meter pit and appurtenances thus installed, maintained or replaced by it.
- e) The participating member, at his, her, or its own cost, shall install, maintain, and operate a water service line from the "point of delivery" to the point of use.
- f) If a reduced or greater water pressure is required by the participating member than is provided by the Association, the participating member shall provide, at his, her, or its own expense, the pressure reducing valves, pumps or other devices necessary to effectuate the change.
- g) If the participating member intends to use water from the Association for livestock, commercial and/or industrial purposes, the participating member may be required to provide a constant flow valve or other device and a storage facility acceptable to the Association, so that water can be more uniformly delivered throughout a 24-hour period. Such device shall be installed at all principal water meters.
- h) The point of delivery shall be located, with respect to the Association's mains and service lines on the participating member's private property within 10 feet of the property line, immediately behind the public right-of-way, and within 10 feet of the driveway to the premises being served by the Association.
- i) The participating member shall not cross connect the water service line with a different water source. A service line which is not adequately protected from back-flow will not be approved. Back flow devices shall be as defined in the State Plumbing Code and will be maintained by the customer, including all costs involved. Violation of this provision may result in immediate disconnection and refusal of further service without advance notice.
- j) The Association shall have the right to inspect the customer's plumbing and connections from the point of delivery to the point of use. The Association does not warrant the customer's plumbing or connection, but may only inspect for purposes of determining compliance with these Rules and Regulations.

Section 2. Inspection and Calibration of Metering Equipment

- a) SIRWA shall read all meters at least once per month, weather conditions permitting. The meter may be recalibrated by SIRWA at any time. Any participating member may request an inspection and recalibration of his or her meter. Inspection and recalibration fees for “A” meters and larger meters shall be available at the SIRWA office or website.
- b) The inspection and recalibration fees shall be waived if the meter is found to be out of manufacturer’s tolerances.

PART E: ADD-ONS TO THE SYSTEM

Section 1. Add-On Costs

- a) An owner of land who desires to obtain an add-on to a water transmission main may be responsible for all costs of construction and connection to the main, including the cost of obtaining necessary easements and inspection. The SIRWA Add-on Coordinator shall determine the costs for a water hookup, including clean up fees.
- b) In the event another owner of land seeks a further extension of an existing add-on within five (5) years of the completion of the prior extension, SIRWA shall apply a cost-sharing reimbursement plan in which the out of pocket expense incurred by the prior add-on participating member(s) shall be divided between all of the add-on customers served through that extension to the transmission main.
For example, if Customer “A” is a property owner in an area previously designated and completed as a rural water development project zone and “A” desires to obtain rural water service that will require an extension of the water transmission main, “A” will be required to pay the costs of obtaining easements and constructing and connecting the extension to “A”s’ meter pit. If SIRWA pays a portion of that cost, then the SIRWA contribution shall not be considered part of the out of pocket expense incurred by “A”. If Customers “B” and “C” then wish to obtain rural water service within five years of completion of the extension constructed for “A”, and it will be necessary to use a portion or all of such extension for service to “B” and “C”, then “B” and “C” shall each pay 1/3 of the out-of-pocket expenses previously incurred by “A” plus the costs of any additional extensions of the transmission main constructed specifically for “B”s’ or “C”s’ own benefit.

Section 2. Post Construction

Once trenching and installation of the pipe for a waterline add-on is complete, the trench for the water pipe will be backfilled and ridged over. After settling, the trench line will be leveled and seeded.

PART F: NEW DEVELOPMENTS

Section 1. Application for Service

The developer of a new development shall complete an “Application for Water Service for New Development,” which shall outline the developer’s needs and plans. SIRWA will review the Application to determine the feasibility of providing water services to the new development.

Section 2. Hydraulic Study

- a) Upon reviewing a developer’s application, prior to its possible approval, SIRWA will determine whether a hydraulic study is necessary based upon the existing capacity at the

proposed development site. Most new developments require upgrades to the water utility system. A hydraulic study is used to determine the specific improvements required to meet the Developer's anticipated long term needs at the development site. For residential and commercial development, the majority of the upgrades will consist of water main improvements. Industrial users may require both main and storage improvements.

- b) In the event SIRWA determines that a hydraulic study is required, SIRWA shall give a written description of the elements and estimated cost of the hydraulic study to the Developer. If the Developer then wishes to proceed with the hydraulic study, the Developer shall authorize the same in writing and pay the estimated cost of the study to SIRWA in advance.
- c) If SIRWA determines through the hydraulic study that improvements to the existing water system are necessary, a preliminary written report of costs of the proposed improvements project will be provided to the Developer. The project costs for the system improvements necessary to maintain the pre-development level of service shall be borne solely by the Developer. If the Developer chooses to proceed, the hydraulic study fees will be applied to the final engineering design costs. All improvements necessary to SIRWA's existing system shall be designed by or at the direction of SIRWA and all construction documents shall be prepared by or at the direction of SIRWA.

Section 3. Project Costs

- a) The developer shall be responsible for payment of all project costs.
- b) The project costs include construction, engineering design, hydraulic analysis, construction inspection and testing, and the cost of all necessary permits. The Developer is responsible for the cost of making necessary improvements to the water utility system from the source of water supply to the development site. One system improvement that may be required includes, but is not limited to, the cost of the smallest common pipe size required by the Developer for the Developer's own needs, including all fittings, valves, and interconnections with the existing system.
- c) The increased water flow capacity of the improvements shall be reserved for the development site upon payment of the project costs. In the event that two or more developments are being planned in the same area, the costs for improvements that benefit both developments shall be shared based on the percentage of increased flow each development contributes to the total increased flow. In the event that a new development is proposed that benefits from an improvement made to the SIRWA system by an earlier development, SIRWA may recover its own costs from the previous upgrade from the proposed new development as part of the connection fee. Such fee is only applicable if the earlier development is less than five years old.

Section 4. Engineering Costs

- a) The developer shall be responsible for payment of all engineering costs.
- b) The developer shall retain the services of a SIRWA approved professional engineer to design the improvements within the new development. Plans and specifications shall be submitted to SIRWA for review and acceptance prior to commencing construction. The submitted plans and specifications shall be sealed or stamped by an engineer licensed to practice in the State of Iowa. Acceptance of the plans and specifications does not relieve the engineer of responsibility for the design nor does it obligate SIRWA to the correctness of the design. The review of the plans and specifications shall be completed within three weeks after receipt of the plans and specifications. SIRWA shall not charge for the review of these documents.
- c) For residential developments, SIRWA may provide the necessary construction plans and specifications if requested by the developer and if the engineering staff has sufficient time to

prepare the requested documents. However, the developer shall provide, in electronic form compatible with the SIRWA Computer Aided Drafting (CAD) system, a copy of the subdivision plat for use in preparing the plans and specifications. The developer shall pay an hourly rate for time spent by SIRWA staff in preparing the construction documents. Such rate shall be available at the Association office.

- d) Engineering costs consist of, but are not necessarily limited to, standard engineering fees for preparation of final design drawings and specifications, submission of those drawings and specifications to the Iowa Department of Natural Resources (IDNR) and potential contractors, preparation of IDNR county and state construction permit applications, preparation of the construction contract, administration of the construction contract and archeological studies (where required).
- e) Payment of engineering costs shall be due upon approval of the documents described in paragraph (a) by the IDNR.
- f) If the developer has retained the services of a professional engineer for the design of interior improvements, the engineer shall be responsible for preparing record drawings. These record drawings shall be in electronic form compatible with the SIRWA Computer Aided Drafting (CAD) system. The location of facilities shall be referenced to centerlines of roads, property lines, or property corners, right-of-way lines, or markers. SIRWA will perform inspection services and will prepare the record drawings for the improvements that SIRWA was responsible for designing. SIRWA will not provide water service until the requisite record drawings are submitted to SIRWA.

Section 5. Construction Costs

- a) The developer shall be responsible for payment of all construction costs.
- b) Construction costs shall include, but not necessarily be limited to, the cost of obtaining easements (including presentation and approval from other landowners, title and lien searches, and preparation and recording of easements) and the cost of all labor, materials, and equipment necessary for construction of the improvements.
- c) If the developer hires a contractor to construct improvements and/or extensions to the SIRWA water utility system, such contractor shall be subject to prior approval by SIRWA based upon contractor qualifications standard within the construction industry. In addition, the contractor shall be required to provide performance and payment bonds naming the developer and SIRWA as the owner. The contractor shall assist in documenting the final location of the mains, flushing hydrants, valves, and fittings for preparation of the record drawings. The contractor shall also be required to furnish copies of lien waivers from all subcontractors and suppliers.
- d) The developer may construct the required improvements, subject to the same requirements as are applicable to all contractors herein.

Section 6. Improvements Constructed by SIRWA

- a) The Developer may request that SIRWA install the improvements, both exterior and interior to a subdivision development. Improvements constructed by SIRWA shall be completed in a manner and by a date determined by SIRWA to be feasible in relation to the Association's staff and availability. The Developer shall reimburse SIRWA on a time and materials basis for all personnel and equipment used during construction of improvements for the development.
- b) Inspection and testing costs include the standard hourly rate for SIRWA staff to observe the construction of the extension and improvements to water mains, install connections to existing facilities, perform bacteriological and pressure testing, and perform inspection duties as well as mileage expenses between SIRWA and the project site. Typically SIRWA

inspectors will be on the project site as needed and during all performance and quality control testing. In the event that SIRWA constructs the improvements, the developer shall pay for any necessary outside inspection and testing costs. The current standard hourly rate for SIRWA staff shall be available at the SIRWA office.

- c) Paid invoices and itemized partial pay requests for SIRWA labor, material, and expenses shall be submitted to the developer for his, her, or its information on a monthly basis. Within 15 days after submission of a monthly partial pay request to the developer, SIRWA shall be paid in an amount equal to the paid invoices and the itemized partial pay request.

Section 7. Easements

The developer shall convey to SIRWA all necessary easements for a development or property owner using a form provided and approved by SIRWA. Whenever possible, the limited easements shall be shown on the final plat prior to its recording.

Section 8. Inspection and Ownership of Improvements

Upon the completion of construction and final acceptance by SIRWA, the improvements shall become the property of SIRWA. If the developer's engineer performs inspection and testing services for the developer, SIRWA reserves the right to perform periodic inspections to verify compliance with the accepted design plans, specifications, and other construction requirements. If the work is determined by SIRWA to be in compliance, the aforementioned periodic inspections by SIRWA shall be at SIRWA's expense. If SIRWA determines that the work is not in compliance with construction requirements, SIRWA may refuse to assume ownership of the improvements. In addition, the developer will be billed on a time and expense basis for the SIRWA periodic inspections. If the developer elected to hire his, her, or its own engineer and contractor, a SIRWA representative shall be present during final inspection of the construction.

SEWER

PART A: DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this section shall be as follows:

“Add-on” shall mean an extension of the sewer transmission main subsequent to the initial construction of such main. Alternatively, an add-on may only involve the tapping of an existing transmission main for the attachment of a new service line.

“BOD” (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.

“Building drain” shall mean that part of the lowest horizontal piping of drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the outer face of the building wall.

“Building sewer” shall mean the extension from the building drain to the public sewer or other place of disposal.

“Customer” shall mean any person(s) or entity requesting a service from SIRWA.

“Garbage” shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

“Industrial wastes” shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewer.

“May” is permissive and confers a power.

“Must” states a requirement.

“Natural outlet” shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

“Person” shall mean any individual, firm, company, association, society, corporation, or group.

“pH” shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

“Properly shredded garbage” shall mean the wastes from the preparation, cooking, and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

“Public sewer” shall mean a sewer or sewer system in which all owners of abutting properties have equal rights, or is controlled by public authority.

“Sanitary sewer” shall mean a sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

“Sewage” shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments together with such ground, surface, and storm water as may be present.

“Sewage treatment plant” shall mean any arrangement of devices and structures used for treating sewage.

“Sewage works” shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

“Sewer” shall mean a pipe or conduit for carrying sewage.

“Sewer franchise” shall mean a grant by a city to SIRWA, via public election, of the right to construct a sewer utility within the city and to thereafter own, maintain, operate, repair, remove, renew and reconstruct such facility, the necessary mains, pumps and other appurtenances under the streets, avenues, alleys and public places within the city, and the right to supply and sell to individuals and entities, inside of the city, sewer and wastewater treatment services pursuant to the provisions of Iowa Code Chapter 28E, as amended, and

providing for the regulation of such activity.

“**Shall**” or “**Will**” is mandatory and imposes a duty.

“**Slug**” shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

“**Storm drain**” (sometimes termed “storm sewer”) shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

“**Suspended solids**” shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

“**Watercourse**” shall mean a channel in which a flow of water occurs, either continuously or intermittently.

PART B: CONNECTION TO THE SYSTEM

Section 1. Application for Service

- a) The owner, or tenant with written permission of the owner, of land located within the Association service area may apply for wastewater service at the Association office. Application forms shall be supplied by the Association. The application shall state the name of the applicant(s) and shall provide the legal description of the premises proposed to be served.
- b) A separate application shall be filed with the Association for each proposed connection to the sanitary sewer system.
- c) Applications for sewer service will be acted upon by the Association’s personnel in accordance with the policies established by the Board of Directors and the rules set forth herein. An applicant who is delinquent in payment of the Association’s bills for existing water or sewer services may be refused new or additional services.
- d) An owner of property in a city subject to a SIRWA sewer franchise or who is otherwise seeking sewer service from SIRWA shall, as a condition of receiving such service, grant an easement and wastewater user agreement to SIRWA, which provides for ingress and egress to the property as well as the requisite amount of space as determined by SIRWA for necessary sewer pipeline, and appurtenances thereto. The property owner shall be responsible for ensuring that the easement area is unobstructed and accessible at all times. The easement and user agreement shall be in a form approved by SIRWA, shall be perpetual, and shall run with the land so as to bind all future successors and assigns in interest.

Section 2. Add-Ons to the System

- a) An owner of land who desires to add on a connection to a sewer transmission main may be responsible for all costs of construction and connection to the main, including the cost of obtaining necessary easements and inspection. The SIRWA Add-on Coordinator shall determine the costs for a sewer hookup, including clean up fees.
- b) Once trenching and installation of the pipe for a sewer line add-on is complete, the trench for the sewer pipe will be back filled and ridged over. After settling, the trench line will be leveled and seeded.

Section 3. Compliance with Executive Orders

- a) In compliance with Executive Order 11990 (wetland protection), to minimize the loss of wetlands the Association shall deny sewer service to any new development which converts a wetland, as identified on the project maps. The map locations are approximate. If someone requests service in the vicinity of an identified wetland, Natural Resources Conservation Service (NRCS) shall be asked to review the exact site for a wetland determination.
- b) In compliance with Executive Order 11988 (floodplain management), the Association shall deny sewer service to any new development which builds in a 100 year floodplain, as identified on the environmental assessment and FIRM maps.
- c) The Association agrees to control conversion of important farmland along the eight (8) inch and larger lines identified on the project maps by restricting sewer service to agricultural use or single family size service only unless it is identified in a future growth area by the County Board of Supervisors and/or Council of Governments.

PART C: SEWER COLLECTION AND DISTRIBUTION SYSTEMS

Section 1. Use of Public Sewers Required

- a) No person shall place, deposit, or permit to be deposited in any unsanitary manner on public or private property within a municipality receiving sanitary sewer services from the Association, any human excrement, garbage, or other objectionable waste.
- b) No person shall discharge to any natural outlet within a city receiving sewer services from the Association, or in any area under the jurisdiction of the city, any sewage, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.
- c) No person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage in any municipality receiving sanitary sewer services from the Association, without prior approval from SIRWA.
- d) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the corporate limits is required, at his, her or its expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this regulation, within 60 days after date of official notice to do so. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer.
- e) Regardless of use, all persons and entities covered by sewer franchise ordinances and/or an Iowa Code Chapter 28E agreement for sewer services and his/her/their/its successors and assigns shall be required to pay SIRWA a minimum monthly fee all 12 months of the year for the wastewater disposal system.

Section 2. Building Sewers and Connections

- a) No unauthorized person shall uncover, make any connections with or openings into, use, alter, or disturb any public sewer or appurtenance thereof.
- b) The size, slope, alignment, materials of construction of a building sewer tap to the sewer collection mains, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the State Building and Plumbing Code or other applicable rules and regulations of the Association. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9, latest edition, shall apply.

- c) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer, at the member's expense.
- d) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- e) The connection of the building sewer into the public sewer shall conform to the requirements of the State Building and Plumbing Code or other applicable rules and regulations of the Association, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9, latest edition. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Association before installation.
- f) The owner shall notify the Association when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made by the customer only after 24-hour advance notice to the Association. The customer shall keep the excavation open until the connection has been inspected by the Association's representative.
- g) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Association.

Section 3. Public Sewer Use Guidelines

- a) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, including interior and exterior foundation drains, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.
- b) Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Association, to a storm sewer or natural outlet.
- c) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer.
 - Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, tar, feathers, plastics, wood, unground garbage,

whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

- Any waters or wastes having (1) a 5-day biochemical oxygen demand greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than 2 percent of the average sewage flow of the City, shall be subject to the review of the Association. Where necessary in the opinion of the Association, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the review of the Association and no construction of such facilities shall be commenced until said review has been completed. Plans, specifications, and other pertinent information shall be prepared by an Iowa licensed engineer. Review of the submitted information shall not constitute approval of the treatment process or relieve the owner from the responsibility of proper pre-treatment of the wastewater.
- d) No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Association that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Association will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- Any liquid or vapor having a temperature higher than one hundred fifty (150°) F (65°) C.
 - Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150°)F (0 and 65°)C.
 - Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Association.
 - Any waters or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not.
 - Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Association for such materials.
 - Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Association as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

- Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Association in compliance with applicable State or Federal regulations.
 - Any waters or wastes having a pH in excess of 9.5.
 - Materials which exert or cause:
 - Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - Unusual volume of flow or concentration of wastes constituting “slugs” as defined herein.
 - Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- e) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Paragraph d of this Section, and which in the judgment of the Association, may have a deleterious harmful effect in an unexpected way upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Association may:
- Reject the wastes;
 - Require pretreatment to an acceptable condition before discharge to the public sewers;
 - Require control over the quantities and rates of discharge, and/or require payment to cover the added cost of handling and treating the wastes not covered by sewer charges under the provisions of Paragraph “j” of this section.
- If the Association permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and acceptance of the Association, and subject to the requirements of all applicable Federal, State and local codes, ordinances, and laws, plans, specifications, and other pertinent information shall be prepared by an Iowa licensed engineer. Review of the submitted information shall not constitute approval of the treatment process or relieve the owner from the responsibility of proper pre-treatment of the wastewater.
- f) Grease, oil, and sand interceptors shall be provided by the customer when, in the opinion of the Association, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the Association, and shall be located as to be readily and easily accessible for cleaning and inspection.
- g) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at their expense.
- h) When required by the Association, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation,

sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Association. The manhole shall be installed by the owner at his/her/its expense, and shall be maintained by the owner so as to be safe and accessible at all times.

- i) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH's are determined from periodic grab samples.)
- j) No statement contained in this document shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefore, by the industrial concern.

PART D: DISCONNECTION FROM SYSTEM

Section 1. Sewer Service Disconnection

- a) Sewer service may be disconnected only under the following circumstances:
 - The structure has been removed, is uninhabitable, or is used for storage only (see Section 2 below), or
 - Water service has been discontinued.
- b) In the event sewer services are discontinued, the sewer line must be plugged with a water-tight cap at the property line at the property owner's expense and such cap may be inspected by a SIRWA representative.
- c) Fees for disconnection and/or reconnection to the system shall be available at the Association office or website.

Section 2. Request for Abandonment of Sewer Connection

In order to abandon a sanitary sewer connection due to the demolition, permanent abandonment, or sole use as a storage facility of the structure being served by said connection, permission must be requested to do so from SIRWA by the property owner. The request must be in writing and must state the reason for the requested abandonment and provide detailed information on the location of the connection which the property owner requests be abandoned. Upon receipt of such request, SIRWA shall, in its sole discretion, determine whether the request for abandonment is approved or denied. If the request is approved, such approval shall require satisfaction of all of the following:

- a) Disconnection Fee. The property owner shall pay to SIRWA a disconnection fee. The fee shall be available at the Association office or website.
- b) Liquidated Damages. In the event the property has failed to receive complete usage of the sanitary sewer service from SIRWA for a period of at least 10 years, the property owner shall

pay to SIRWA a lump sum as liquidated damages, which damages shall be based upon a reasonable forecast of just compensation to SIRWA for the harm caused by the early termination. Accordingly, the amount of liquidated damages to be paid shall be determined by multiplying the current minimum monthly sanitary sewer service bill charged by SIRWA times the number of months remaining in the minimum 10 year service commitment. Under said formula, for example, if the current minimum sewer bill is \$25 per month and the relevant property ceases to receive sanitary sewer service from SIRWA after a period of only seven (7) years, the minimum service period remaining would be three (3) years or 36 months. Thus, \$25 per month x 36 months = \$900 as liquidated damages payable to SIRWA by the property owner. The current minimum monthly sewer service charge and the amount of time remaining on the minimum 10 year commitment period for the relevant property may be obtained by contacting the SIRWA office during its regular hours of operation.

RATES AND CHARGES

PART A: RATES AND CHARGES GENERALLY

Section 1. Calculation of Water and Sewer Rates

- a) All rates and charges for water and sewer services are subject to adjustment from time to time as may be necessary to pay for the costs of treatment and to retire indebtedness, fund depreciation, loan reserves, and maintenance of the system. Adjustment of water or sewer rates shall be based upon the associated cost of water or sewer service.
- b) All regular metered billings shall be rounded to the nearest 100 or 1,000 gallons depending upon the size of the meter being used.
- c) Current water and sewer rates for franchised cities and rural water customers are available at the Association office or website.
- d) Notice of availability of water or sewer to a new water or sewer service connection shall be provided to a participating member in advance of commencement of the first billing period. Billing shall commence no later than 60 days after the date shown on the notice of availability of water or sewer service.

Section 2. Changes in Property Ownership or Tenancy

It shall be the responsibility of the customer to promptly notify SIRWA of a change in ownership or tenancy of a property receiving water and/or sewer service from SIRWA. The customer shall continue to be responsible to SIRWA for all charges for water and/or sewer services incurred through the date such notice is received by SIRWA. Upon a customer's request, SIRWA will read the customer's water meter so that the cost of service can be prorated as between a former and current owner or tenant based upon the number of days in the cycle and the amount of water and/or sewer used during such cycle.

PART B: BILLING AND PAYMENT

Section 1. Periodic Billing

- a) Bills for the delivery of water and/or sewer and water and/or sewer services, including all applicable sales and use taxes, shall be sent to customers on a monthly basis. All bills for water and/or sewer service shall be due and payable at the Association office on or before the

due date set forth therein, which shall be 20 days from the date the billing statement was issued by the Association.

- b) A credit card convenience fee may be charged per transaction for each credit or debit card payment on a customer's account.

Section 2. Delinquent Accounts

- a) A late fee that is equivalent to ten percent (10%) the amount of a delinquent bill shall be assessed against any account that is delinquent by one or more days from the date due.
- b) In addition to the assessment of a late fee, the Association shall issue the customer a written notice of the Association's intent to terminate services without further notice if the outstanding account balance is not paid within 30 days from the date the billing statement was issued by the Association. In the event the outstanding account balance has not been paid within such time period, the Association may proceed to terminate services immediately thereafter.
- c) An applicant that is delinquent in payment of the SIRWA water or sewer bill for existing water or sewer services may be refused new or additional services until such time as the delinquency and all penalties and other fees related to such delinquency have been paid in full.

Section 3. Disconnection and Other Penalties

- a) In the event service is terminated for failure to pay an outstanding account balance within the allowed time period, reconnection to the system may only be made upon payment of the outstanding delinquency plus all late fees that have accrued plus a reconnection fee.
- b) Reconnection to the water or sewer system shall only be done Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. or for an increased after hours rate Monday through Friday between the hours of 3:00 p.m. and 4:00 p.m.
- c) The current amount charged for a late fee and a reconnection fee is available at the Association office or website.
- d) A surcharge may be added to the account of any customer whose check, draft, or credit card is returned by reason of a closed account, insufficient funds, or other reason that is not the fault of the Association. Alternatively, pursuant to the Iowa Code, the Association may, at its option, seek a civil remedy for dishonor of up to three times the face value of the dishonored check, draft, or order.
- e) Pursuant to the Iowa Code, a customer's failure to pay water or sewer service charges when due may result in the assessment of a lien against the property to which water or sewer services were provided. Alternatively, the Association may take such other legal action it deems necessary and appropriate under the circumstances to recover sums owed for water or sewer services provided by the Association. In the event legal action is taken, the customer shall be responsible for the payment of all costs incurred as a result of such action, including but not limited to court costs and reasonable attorney fees incurred by the Association.

MISCELLANEOUS

Section 1. Easements and Other Conveyances

Proof of authority to sign an easement document will be required whenever such document is signed by a person or entity other than the current record titleholder(s) of the premises. This includes, but is not limited to, persons signing easements under power of attorney, as trustees, and as officers of a corporation or other business entity.

Section 2. Power and Authority of Inspectors

- a) Duly authorized SIRWA employees wearing an article of clothing displaying the SIRWA logo for sight identification purposes shall be permitted to enter onto all properties for which SIRWA holds an easement or other right of entry during normal business hours for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these Rules and Regulations. The Association or its representatives shall have authority to inquire about the kind and/or source of any discharge into the sewers or waterways or facilities for water or waste treatment.
- b) While performing necessary work on private properties, SIRWA employees shall observe all safety rules applicable to the premises established by SIRWA. SIRWA shall be held harmless for injury or death to any person or property on the premises, except for such damage as may be caused by negligence or failure of SIRWA to maintain safe conditions as required by law.
- c) All water and/or sewer customers shall allow a SIRWA employee or employees visual access to inside plumbing if needed upon reasonable notice of such request by SIRWA.

Section 3. Request for Variance

- a) The Board of Directors of the Association shall have the power and it shall be its duty to grant a variance from the Association's Rules and Regulations when a property owner can show that his/her/its property was acquired in good faith and where by reason of exceptional narrowness, shallowness, or shape of the property, or where by reason of exceptional topographical conditions or other strict application of the terms of the Rules and Regulations actually prohibits the use of his/her/its property in a manner reasonably similar to that of other properties being served by the Association, or where the Board is satisfied under the evidence before it, that the granting of a variance will alleviate a clearly demonstrable hardship; provided however, that all variances granted hereunder shall be in harmony with the intended nature and purpose of the Rules and Regulations of the Association.
- b) A petition for any such variance shall be submitted in writing by the property owner to the Board. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.
- c) In the event a property is of such unusual topography, size or shape that strict application of the requirements contained in the Association's Rules and Regulations would result in substantial non-self-inflicted hardship, the Board may vary or modify such requirements so that the property owner is allowed to develop his/her/its property in a reasonable manner; provided, that such variance or modification will not have the effect of nullifying the intent and purpose of the Rules and Regulations of the Association or of interfering with carrying out the business of the Association. In no case shall any variance or modification be more than a minimum easing of the requirements of the Rules and Regulations of the Association.

Section 4. Penalties for Violation of Rules and Regulations

- a) Any person found to be violating any provision of these Rules and Regulation may be served by the Association with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- b) Any person(s) who shall continue any violation beyond the time period provided for in paragraph (a) shall be charged for each violation. Each day in which any such violation continues shall be deemed a separate violation.

- c) Any person violating any of the provisions of these Rules and Regulations shall become liable to the Association for any expense, loss, or damage caused to the Association by reason of such violation.

Section 5. Property Damages and Losses

- a) A participating member shall be liable for consequential losses and damages to Association property and for accident or injury to persons or property caused by the negligent or wrongful act of the participating member, its agents, or employees.
- b) SIRWA shall not be responsible for damages that are caused by circumstances that are beyond the control of SIRWA.
- c) Bypassing a metering device is considered the taking of water from SIRWA and will be dealt with according to law. In addition, the water loss will be calculated and charged to the customer responsible for bypassing the metering device.
- d) Cutting padlocks or meter tampering, in any manner, is considered a violation of these Rules and Regulations. Penalties for cutting padlocks and meter tampering shall be available at the Association office or website.

Section 6. Suspension of Services

The Association reserves the right to discontinue water and/or sewer service without notice for any reason allowed by federal, state, and/or local law as well as whenever, in SIRWA's sole determination, such action is necessary to prevent injury, death or other harm to a SIRWA employee or employees.

Section 7. Non-Discrimination by Association

The Association shall not discriminate among applicants on the basis of race, color, creed, national origin, religion, age, sex, sexual orientation, gender identity, pregnancy, physical disability, mental disability, or retaliation.

Section 8. Waiver or Modification of Rules and Regulations

- a) No promise, agreement, or representation of any employee of the Association shall be binding upon the Association unless contained in writing signed by the General Manager and/or Board of Directors of the Association.
- b) No waiver of any provision of these Rules and Regulations shall operate as a waiver of the same or of any other Rule or Regulation contained herein. Further, such waiver shall not be effective at any other time or as to any other customer.

Section 9. Comments, Suggestions, or Complaints

- a) Any suggestions or complaints may be addressed in writing to the General Manager or the Board of Directors of SIRWA at the SIRWA office.
- b) The filing of a complaint will not delay enforcement of these Rules and Regulations, including discontinuation of service, unless a satisfactory bond has been furnished which will indemnify the Association for all losses or damages which it may occur as a result of deferring action to enforce the relevant Rules and Regulations.

These Rules and Regulations may be amended, from time to time, by a majority vote of the Board of Directors, in the manner provided for in the Iowa Code and the Bylaws of the Association.

Approved and adopted by the Board of Directors of Southern Iowa Rural Water Association on this 18th day of January, 2012. Signed in triplicate.

John W. Keuter, Chairperson

ATTEST:

Ethel Campbell, Secretary/Treasurer