

**RATHBUN REGIONAL WATER
ASSOCIATION, INC.**

WATER TARIFF

Adopted July 17, 2013

RULES
AND
REGULATIONS

A RESOLUTION PROVIDING FOR THE RULES, REGULATIONS AND CONDITIONS OF WATER SERVICE OF THE RATHBUN REGIONAL WATER ASSOCIATION, INC. OF APPANOOSE COUNTY, IOWA.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RATHBUN REGIONAL WATER ASSOCIATION, INC. OF APPANOOSE COUNTY, IOWA:

SECTION 1. – DEFINITIONS

- A. Association – The word “Association” used herein means the
Rathbun Regional Water Association, Inc.
16166 HWY J29
Centerville, IA 52544-8307
- B. Board of Directors – The term “Board of Directors” used herein means the Board of Directors of the Association.
- C. Secretary and Treasurer – The term “Secretary and Treasurer” used herein means the Secretary and Treasurer of the Association.
- D. Member – The word “Member” used herein means the holder of a bonafide membership certificate in the Association.
- E. User – The word “User” used herein means a water customer of the Association.

SECTION 2. – SERVICE APPLICATION

- A. Any bonafide occupant of a single family dwelling, or to each residential unit in a mobile home park, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of, and who is in need of having water supplied to his/her place of occupancy or property, may be a member of Rathbun Regional Water Association, Inc. by obtaining a membership certificate from:
Rathbun Regional Water Association, Inc.
16166 HWY J29
Centerville, IA 52544-8307
as provided in the By-laws.

Persons who receive the approval of the Board of Directors may be admitted to membership upon subscribing for a membership certificate and by signing such agreements for the purchase of water as may be provided and required by Rathbun Regional Water Association, Inc., provided that no person otherwise eligible shall be permitted to subscribe for or require a membership, if the capacity of the water system is exhausted by the needs of its existing members. A fee of \$5.00 shall be paid per membership.

Any subscriber who indicated an interest in the development of Rathbun Regional Water Association, Inc. by contributing and supporting the development of a feasibility and/or preliminary engineering study in the initial stage, and who is not located on or adjacent to the distribution line and cannot be served by the same, may be issued an associate membership with the privileges as provided by the By-laws, the Board of Directors and this Resolution.

The associate membership fee shall be the same as the membership fee, but an associate member of this Corporation shall have no voting privileges in the Corporation's business.

- B. Rathbun Regional Water Association, Inc. may reject any application for membership or water service when the applicant is delinquent in payment of bills incurred for service previously supplied by Rathbun Regional Water Association, Inc.
- C. For violation of any of the provisions of these rules, By-laws, or any other regulations of Rathbun Regional Water Association, Inc., Rathbun Regional Water Association, Inc. may remove the meter and/or service installation and discontinue service. Where the meter is thereafter reinstalled, the member shall first pay a reinstallation charge of 40.00. If the member voluntarily requests removal of his/her meter for a definite or indefinite period, the reinstallation charge shall be \$40.00.
- D. The person in whose name the membership certificate is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.
- E. Environmental Matters
 - 1. Water service shall be denied to any new construction which converts a wetland, as defined in Executive Order 11990.
 - 2. Water service shall be denied to any new construction which builds in a floodplain, as defined in Executive Order 11988.
 - 3. Conversion of important farmland along 8-inch lines identified on the environmental maps of the service area, will be controlled by restricting service to agriculture use or single family size service only.

SECTION 3. – SERVICE CLASSIFICATION

- A. There shall be no distinction in this category.

SECTION 4. – SERVICE

- A. Water furnished for a given lot or farmstead shall be used on that lot only. Each user's service must be separately metered at a single delivery and metering point. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use.
- B. In addition to the collection of regular rates, the Association may collect from the member, a proportionate share of any service, sales, or use tax, based on gross revenue received by the Association. State sales tax exemptions may be granted by Rathbun Regional Water Association, Inc. upon request of the member in accordance with the applicable state laws.

SECTION 5. – ASSOCIATION'S RESPONSIBILITY

- A. The Association will install, maintain and operate a main distribution pipe line or 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 member of the Association at which points, designated as delivery points, meters, to be purchased, installed, owned and maintained by the Association, shall be placed. The cost of the service line or lines from the main distribution line or lines of the Association to the location of the meter, meter pit, or curb stop and box of each member shall be paid by the Association. The Association will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Association and to be installed on same portion of the service line owned by the Association. The Association shall have the sole and exclusive right to use such cut-off valve to turn it on and off.

- B. Each member shall be entitled to not to exceed one (1) service line from the Association's water system unless otherwise approved by the Board of Directors and provided that the member shall be required to pay the prevalent connection fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Association's water system at the nearest available place to the place of desired use by the member if the Association'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 Association's water system shall be 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 Association. Each member will be required 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 member to their own dwelling; or other place of use on their premises at their own expense, provided that the Association may, if the Board of Directors so elect, purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual members.

SECTION 6. – ASSOCIATION'S LIABILITY

- A. The Association reserves the right to make an inspection of the member's piping and apparatus during construction or after, but will not be responsible therefore.
- B. The Association reserves the right to refuse service unless the member's lines or piping are installed in such manner as to prevent cross-connections or back-flow or use of water by any other party.
- C. The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the member's premises, unless such damage results directly from negligence on the part of the Association. The Association shall not be responsible for any damage resulting from any defects in piping, fixtures, or appliances on the member's premises. The Association shall not be responsible for negligence of the third persons, or forces beyond the control of the Association resulting in any damage or interruption of service.
- D. Under normal conditions, the members will be notified of any anticipated interruptions of service.

SECTION 7. – MEMBER'S RESPONSIBILITY

- A. Piping on the premises of the member must be so installed that the connections are conveniently located with respect to Association lines and mains.
- B. If the Association is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. The member shall provide a place of metering, if necessary, which is unobstructed and accessible at all times.
- D. The member shall furnish and maintain a private cut-off valve on the member's side of the meter. The Association is to provide a like valve on the Association's side of such meter.

- E. The installation of the member's service piping and apparatus shall be installed by a qualified person or plumber. The installation of the service piping and apparatus shall be constructed and installed in accordance with this resolution and comply fully with the sanitary rules and regulations of the appropriate state or county regulating authority. All materials shall be approved by the appropriate regulatory agencies.
- F. The member shall guarantee, if necessary, proper protection for the Association's property placed on the member's premises and shall permit access to it only by authorized representatives of the Association.
- G. In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, their agent or employees, the cost of the necessary repairs or replacements shall be paid by the member to the Association and any liability otherwise resulting shall be assumed by the member. The amount of such loss or damage or the cost of repairs shall be added to the member's bill and if not paid, service may be discontinued by the Association.
- H. Water furnished by the Association shall be used for domestic consumption by the member, members of his/her household, and employees only. The member shall not sell water to any other person or permit any other person to use said water, except on the premises. Water shall not be used for irrigation, fire protection, or other purposes, except that when water is available in sufficient quantity without interfering with the regular domestic consumption, then the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

SECTION 8. – EXTENSION TO MAINS AND SERVICES

- A. The association may supply service for temporary purposes, provided that the Association has water available in excess of the Association's regular needs, and provided the Association has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Association the Association's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removing such service. After the temporary service is removed, actual cost, less salvage, shall be determined and settlement made.
- B. The Association may install additional service locations and may construct extensions to its waterlines to points within its service area, but shall not be required to make such installations unless the member or prospective member grants necessary right-of-way and pays to the Association, the entire cost of the requested installation. The entire cost of installation will include, but may not be limited to, a non-refundable fee of \$325.00 plus the cost of all construction (materials, labor, travel, administrative and legal work), in addition to the \$5.00 membership fee. In the case where a construction easement has been refused in the past, and service is now being requested, an additional fee will be charged. This additional fee is \$1.00 per foot of refused easement with a minimum of \$500.00. This refused easement fee may be waived when title to the property has changed.
- C. All add-on hookups shall be evidenced by contract signed by the Association and the person advancing funds for said extension.

SECTION 9. – ACCESS TO PREMISES

- A. The Association shall have access at all reasonable hours to meters, service connections, and other property owned by it and also members' service lines which may be located on the premises of the member for the purpose of installation, maintenance, operation, removal of its property, and inspecting of members' service lines. The employee of the Association shall carry proper identification which will identify him as an employee of the Association.
- B. Each member shall grant or convey, or shall cause to be granted or conveyed to the Association a permanent easement and right-of-way across any property owned or controlled by the member wherever said permanent easement and right-of-way is necessary for the Association water facilities and lines, so as to be able to furnish service to its members.

SECTION 10. – CHANGE OF OCCUPANCY

- A. Not less than one week's notice must be given in person or in writing to the Association to discontinue service or to change occupancy. Until proper notice is given the customer will be responsible for all water used.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure whichever period is longer.
- C. A charge of \$40.00 will be made for each meter turn-on or shut-off, in regards to change of occupancy or seasonal usage.

SECTION 11. – WHEN METERS ARE READ BY THE MEMBER (SELF-BILLING)

- A. Member will read their meters on the first day of each month.
- B. The amount due for the month for water service will be figured in accordance with the Association's published rate schedule and will be based on the amount consumed for the period covered by the meter readings.
- C. Charge for service commences when the meter is installed whether water is used or not. If the meter is installed on or before the 10th of the month, the charges are due the first of the following month. If the meter is installed after the 10th of the month, the charges are due the first of the second month after installation.
- D. Readings from different meters will not be combined irrespective of the fact that said meters may be for the same or different premises, or the same or different members, or the same or different services.
- E. Payment for water service is due at the Association's office on the first day of each month and delinquent if received in the office after the 15th day of that month; if not received by the last day of that month, service may be discontinued by the Association without further notice.
- F. Delinquent notices will be mailed to the member after the 15th day of the month, and if payment is not made by the last day of the month, service may be discontinued.
- G. Failure to receive delinquent notices shall not prevent such payments from becoming delinquent nor relieve the member from payment.

SECTION 12. – SUSPENSION OF SERVICE

- A. When services are discontinued and all bills paid, membership certificates may be purchased by the Association at its fair book value if the membership paid was \$25.00.
- B. Upon discontinuance of service for non-payment for water service, the fair book value of the membership certificate may be applied by the Association toward settlement of the account. Any balance will be refunded to the member, but if the membership certificate is not sufficient to cover the bill, the Association may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after bills are paid in full and the service charge paid. Service charge is defined in Section 2 of “A RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF RURAL WATER SYSTEM OF RATHBUN REGIONAL WATER ASSOCIATION, INC. APPANOOSE COUNTY, IOWA”
- D. The Association reserves the right to discontinue its service for the following additional reasons:
 - 1. Without Notice
 - a. Conditions determined by the Association to be unreasonably hazardous.
 - b. Customers use of equipment in such a manner as to adversely affect the Association’s equipment or the Association’s service to others
 - c. To prevent fraud or abuse.
 - 2. With Notice, If Possible
 - a. Emergency repairs.
 - b. Insufficiency of supply due to circumstances beyond the Association’s control.
 - c. Strike, riot, fire, flood, accident or any unavoidable causes.
 - 3. With Notice
 - a. Members willful disregard of the Association’s rules and regulations.
- E. The Association may, in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring devise.
- F. After any required notices, service may be discontinued for violation of or noncompliance with these rules and regulations.

SECTION 13. – COMPLAINTS/ADJUSTMENTS

- A. If the member believes the charge for water service to be in error, he/she shall present his/her claim, in writing, to the Board of Directors before the bill becomes delinquent. Such claim, if made after the charge has become delinquent, shall not be effective in preventing discontinuance of service, as heretofore provided. The member may pay such bill under a protest and said payment shall not prejudice his/her claim.
- B. The Association will make special meter readings at the request of the member for a fee of forty dollars (\$40.00), provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
- C. If the seal of a meter is broken by other than the Association’s representative, or if the meter fails to register correctly or is stopped for any cause, the member shall pay an amount estimated from the record of his/her previous bills, and/or from other proper data.

SECTION 14. – ABRIDGMENT OR MODIFICATION OF RULES

- A. No promise, agreement or representation of any employee of the Association shall be binding upon the Association except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Association.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Association unless approved by the Board of Directors.
- C. The Board of Directors may be contacted at the principal place of business which is Rathbun Regional Water Association, Inc., 16166 Hwy J 29, Centerville, Iowa, the telephone number (641)647-2416 or 1-800-233-8849.
- D. Complaints for other than billing should be made to the CEO/COO at Rathbun Regional Water Association, Inc., Centerville, Iowa, telephone (641)647-2416. Any reports and suggestions concerning operation of the system should be made to the CEO/COO.
- E. The Board of Directors may 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 15. – FORM OF USER AGREEMENT

RATHBUN REGIONAL WATER ASSOCIATION, INC.
16166 HWY J29, Centerville, IA 52544-8307
(641) 647-2416 or (800) 233-8849

WATER USERS AGREEMENT

Attached is the estimate you requested. If you should decide you would like a water hook-up, please fill out the this form and return it with your check. Thank you.

Name: _____ **Phone:** _____

Address: _____

E-MAIL: _____

I hereby make application for a water hook-up/water service with Rathbun Regional Water Association, Inc.

Owner _____ Renter _____ Business _____ Contact Person _____

Have you ever refused right-of-way easement to the Rathbun Regional Water Association, Inc.? _____

The undersigned agrees to pay for water used at the rate as determined by the corporation.

The undersigned agrees to abide by the rules and regulations determined by the corporation.

WITNESS:

WHEREAS, the member desires to purchase water for domestic, farm and other purposes, from the corporation, and to enter into a water user's agreement as required by the bylaws of the corporation.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

- A. The user's service line shall not be connected to any source of water other than the corporation's distribution system. The user shall agree to pay a connection fee of \$325.00 (nonrefundable), to connect to the distribution system.
- B. The corporation shall purchase and install a cutoff valve and also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and the corporation, on the corporation's distribution system. The corporation shall have exclusive right to use such cutoff valve and water meter and to turn it on and off.
- C. The corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to members in the event of a water shortage; and may shut off the water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the members, or in the event there is shortage of water, the corporation may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for garden or lawn purposes by particular members and require adherence thereto or prohibit the use of water for garden or lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the members, the corporation must first satisfy all of the needs of all members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden or lawn purposes.

- D. In consideration of this agreement and without further charge, the user agrees to provide the corporation with such easements and rights-of-way as may be required for the purpose of installing, maintaining, removing, and relocating such water transmission lines as the corporation may require in connection with its overall undertaking.
- E. The failure of a member to pay water charges duly imposed, shall result in the automatic imposition of the following penalties:
- i. Non-payment within fifteen days from the due date will be subject to a penalty of ten percent of the delinquent account.
 - ii. Non-payment within thirty days from the due date will result in the water being shut off from the member's property.
 - iii. Non-payment for sixty days after original due date will allow the corporation, in addition to all other rights and remedies to purchase the member's Membership Certificate less any amount due the corporation and terminate his membership and, in such event the member shall not be entitled to receive, nor the corporation obligated to supply any water under this agreement.
 - iv. In the event it becomes necessary for the corporation to shut off the water from a member's property, a fee as determined by the corporation will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20__.

RATHBUN REGIONAL WATER ASSOCIATION, INC.
(Corporation)

President

Member

Secretary

Member

"The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname."

Ethnicity:
Hispanic or Latino _____
Not Hispanic or Latino _____

Race: (Mark one or more)
White _____ Black or African American _____
American Indian/Alaska Native _____ Asian _____
Native Hawaiian or Other Pacific Islander _____

Gender:
Male _____
Female _____

SECTION 16. – MEMBERS PAYMENT FORM

Fill Out Stub For Your Reference Next Month		ACCOUNT NUMBER									
ACCOUNT NUMBER		ACCOUNT NUMBER									
Date: _____		Date: _____									
Meter Readings:		Meter Readings:									
Present	<table border="1"><tr><td></td><td></td><td></td><td>000</td></tr></table>				000	Present	<table border="1"><tr><td></td><td></td><td></td><td>000</td></tr></table>				000
			000								
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Previous	<table border="1"><tr><td></td><td></td><td></td><td>000</td></tr></table>				000	Previous	<table border="1"><tr><td></td><td></td><td></td><td>000</td></tr></table>				000
			000								
			000								
Gallons Used	_____ 000	Gallons Used	_____ 000								
Amount Due	\$ _____	Amount Due	\$ _____								
<small>See Rate Chart for Amount Due -- (Use Penalty Amount if After 15th)</small>		<small>NOTE: On bills not received by the 15th of the month, pay the late payment charge amount on rate chart. <u>If bills are not paid by the 1st of the following month -- service may be discontinued without further notice!</u></small>									
Adjustments	\$ _____ *	Adjustments	\$ _____ *								
<small>(Charges or Credits)</small>		<small>* If Payment Includes Other than Water Charges please enclose Explanation.</small>									
Amount You Pay	\$ _____	Amount You Pay	\$ _____								

SECTION 17.

- A. All financial records of the Association will be maintained in accordance with generally accepted accounting principals (GAAP) uniformly and consistently applied.

SECTION 18.

- A. **Water is presently furnished to the following towns and water systems: Albia, Allerton, Batavia, Blakesburg, Bloomfield, Bonaparte, Cantril, Centerville, Cincinnati, Corydon, Farmington, Garden Grove, Humeston, Keosauqua, Lineville, Lovilla, Mediapolis, Milton, Moravia, Moulton, Montrose, Mystic, Olds, Pulaski, Russell, Seymour, Stockport, Wayland and West Point in Iowa and Lancaster in Missouri; water systems in Putnam, Scotland, Schuyler, and Mercer Counties of Missouri and Wapello County in Iowa.**

SECTION 19. – TEMPORARY OR EMERGENCY SERVICE

- A. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. In the event of extended shortage of water, or the supply of water available to the Association is otherwise diminished over an extended period of time, the supply of water to customers may be pro-rated to various members on such basis as is deemed equitable by the Association, and may also prescribe a schedule of hours covering use of water by particular members and require adherence thereto, or prohibit the use of water for other purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock and other purposes, the Association must first satisfy all the needs of all the members for domestic purposes before supplying any water for other purposes. When practical, members will be given advance notice of any curtailment of service.

SECTION 20. – METER TESTING

- A. Upon the request of any member, the meter serving said member shall be tested by the Association. Such test will be made without charge to the customer if the meter has not been tested within 12 months preceding the requested test. Otherwise a charge of \$40.00 will be made and then only if the test indicates meter accuracy within the limits of 2 percent.

SECTION 21.

- A. Customers having boiler and/or pressure vessels receiving a supply of water from the Association must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the Association is discontinued or interrupted for any reason, with or without notice.

SECTION 22.

- A. The Secretary and Treasurer 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 and at regular annual intervals, the Board of Directors 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 23.

- A. All Resolutions and parts of Resolutions in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned.

SECTION 24.

- A. As long as any indebtedness is held by or guaranteed by the USDA, any changes in the Water Tariff must have the approval of the USDA.

SECTION 25.

- A. This Resolution shall be in full force and effect from and after its passage and approval.

RATES
AND
CHARGES

A RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF RURAL WATER SYSTEM OF THE RATHBUN REGIONAL WATER ASSOCIATION, INC. OF APPANOOSE COUNTY, IOWA.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RATHBUN REGIONAL WATER ASSOCIATION, INC. OF APPANOOSE COUNTY, IOWA:

SECTION 1.

- A. There shall be and there are hereby established water service charges for the use of service rendered by the water system based upon the meter readings for the amount of water consumed as follows. The user will be entitled to the quantity of water set in the metered schedule of rates. The minimum rate shall apply as stated in the attached Exhibits A and B. Each user has the right to pay their water service payments one year in advance, if they so desire, by notifying the office of Rathbun Regional Water Association, Inc., 16166 Hwy J 29, Centerville, Iowa 52544, of their intention. The advanced annual water service payment is calculated on the average monthly usage of the previous year. If a balance remains due at the end of the year, it is due at that time. If overpayment is made, adjustments will be made accordingly.
1. For all Service Areas in the system, except those in Henry, Lee, and Des Moines Counties, water service charges will be in accordance with the attached Exhibit A. The attached Exhibit A by this reference becomes a part of this Resolution.
 2. Service Areas in Lee County will pay water service charges in accordance with Exhibit B attached. Exhibit B by this reference, becomes a part of this Resolution.
 3. Service Areas in Henry and Des Moines Counties will pay water service charges in accordance with Exhibit C attached. Exhibit C by this reference, becomes a part of this Resolution.
 4. Some franchised towns may have different rates if approved by the Board of Directors.
- B. Connection Fee: A non-refundable connection fee shall be based on the quantity of water the user has subscribed and shall be in accordance with the following schedule:
1. For individual users requiring either a ¾ inch or 1 inch meter service, the connection fee will be \$325.00. The size of meter service will be determined by Rathbun Regional Water Association, Inc.
 2. For any connection that requires larger than a one inch meter service, the size of meter and connection fee will be determined by the Rathbun Regional Water Association, Inc., based on the quantity of water available and/or the quantity of water to be used.

- C. Reconnection Charge: For violations of any of the provisions of this Rate and Charges Resolution or the Rules, Regulations and Conditions of Service Resolution, Rathbun Regional Water Association, Inc. may remove the meter and discontinue service. If a meter is thereafter reinstalled, the user shall pay a reconnection charge of \$50.00 to Rathbun Regional Water Association, Inc. If the meter is removed or shut off a 2nd time in the calendar year and all subsequent times that calendar year the charge is \$100.00. This charge is applied even if the meter is not shut off but if RRWA personnel go to the hookup.
- D. Temporary Users: Water furnished to temporary users, such as construction contractors, shall be charged on the basis of the metered quantity of water used, multiplied by the applicable rate of not less than \$5.00 per thousand gallons. Any estimate of water used shall be made by Rathbun Regional Water Association, Inc. and the same rates shall apply. The user shall bear the cost of installing and removing the service in excess of any salvage realized.
- E. Water Haulers: All requests from water haulers must be presented to Rathbun Regional Water Association, Inc. If the request is granted, water furnished to haulers shall be charged at a rate of not less than \$5.00 per thousand gallons.

SECTION 2.

- A. All charges for water service shall be payable monthly, if not paid in advance. All payments shall be received in the office of the Rathbun Regional Water Association, Inc., 16166 Hwy J 29, Centerville, Iowa within 15 days from the last day of the previous month. If any charges for the water service rendered shall not have been paid within 15 days of the last day of the previous month, a delayed payment charge of 10% of the amount of the outstanding bill shall be added thereto and collected therewith. If any amount for the water service shall remain unpaid after 30 days following the last day of the previous month, the water supply for the lot, parcel of land or premise affected, shall be shut off and shall not be turned on again except upon payment in full of the delinquent charges therefore, in addition to the payment of a service charge of \$50.00. The service charge fee of \$50.00 shall also be paid if a Rathbun Regional Water Association, Inc. employee makes a trip to the customer's residence for the purpose of shutting off the water because the customer's water service bill is in arrears and the customer pays the amount in arrears to the employee at that time. The second time in a calendar year and each subsequent time RRWA personnel go to a hookup due to a delinquent bill or shut off or remove the meter the charge is \$100.00.

Rathbun Regional Water Association, Inc. may charge a fee, to be determined by the Board of Directors to any customer who tenders to the Association an "insufficient funds" check.

SECTION 3.

- A. Applications for water service shall be filed with Rathbun Regional Water Association, Inc. upon a form to be supplied by Rathbun Regional Water Association, Inc. The application shall state the name of the applicant, the premises to be served, and the approximate quantity of water to be used.
- B. All applicants filed after the commencement of the operation of the water system, shall be accompanied by a non-refundable fee of \$325.00, plus the cost of all construction (materials, labor, travel, administrative and legal work) in addition to the \$5.00 membership fee.

SECTION 4.

- A. A deposit fee may be required from all tenants who apply for water service. All applications are subject to approval by Rathbun Regional Water Association, Inc.

Such deposit may be applied to any delinquent bill for water service as provided in SECTION 2. above.

Upon the disconnection of the water service, any balance of such deposit shall be returned to the user.

SECTION 5.

- A. It is hereby made the duty of the treasurer of Rathbun Regional Water Association, Inc., or such other person designated for the purpose to collect all monies for the water service and all other charges in connection therewith.

SECTION 6.

- A. All revenues and monies derived from the operation of the water system shall be paid to and held by the treasurer, separate and apart from all other funds of the company and all of said sums and all other funds and monies incident to the operation of said system, as may be delivered to the treasurer, shall be deposited in a separate fund designated the REVENUE FUND ACCOUNT.

SECTION 7.

- A. Rathbun Regional Water Association, Inc. 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 and at regular intervals, the Board of Directors shall cause to be made an audit by an independent audit concern or the State of Iowa, of the books to show the receipt and disbursements of the water system. Rathbun Regional Water Association, Inc. shall be required annually to prepare a budget of the water system to show the required revenues and expenses. If necessary, water service rates will be adjusted to produce adequate income to retire the indebtedness, meet the operation, maintenance and replacement needs and establish required reserves.

SECTION 8.

- A. All Resolutions and parts of Resolutions in conflict herewith are hereby repealed insofar as the conflicting portions thereof are concerned.

SECTION 9.

A. This Ordinance shall be in full force and effect upon its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 20____.

Chairman

Secretary

EXHIBIT A TO RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF A RURAL WATER SYSTEM OF RATHBUN REGIONAL WATER ASSOCIATION, INC. APPANOOSE COUNTY, IOWA:

<u>AMOUNT</u>	<u>WATER SERVICE CHARGE</u>
First 2000 Gallon or Lesser Amount Per Month	\$ 24.25 Per Month - (Minimum Monthly Bill)
Next 3000 Gallons Per Month	\$ 6.75 Per Thousand
Next 5000 Gallons Per Month	\$ 5.30 Per Thousand
Next 10,000 Gallon Per Month	\$ 4.25 Per Thousand
Next 30,000 Gallons Per Month	\$ 3.20 Per Thousand
All water used over 50,000 Gallons Per Month	\$ 3.90 Per Thousand
Cities and Towns	\$2.80 Per Thousand

EXHIBIT B TO RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF A RURAL WATER SYSTEM OF RATHBUN REGIONAL WATER ASSOCIATION, INC. APPANOOSE COUNTY, IOWA:
LEE COUNTY

<u>AMOUNT</u>	<u>WATER SERVICE CHARGE</u>
First 2000 Gallon or Lesser Amount Per Month	\$ 25.00 Per Month - (Minimum Monthly Bill)
Next 3000 Gallons Per Month	\$ 6.90 Per Thousand
Next 5000 Gallons Per Month	\$ 5.50 Per Thousand
Next 10,000 Gallon Per Month	\$ 4.35 Per Thousand
Next 30,000 Gallons Per Month	\$ 3.25 Per Thousand
All water used over 50,000 Gallons Per Month	\$ 4.00 Per Thousand
Cities and Towns	\$2.80 Per Thousand

EXHIBIT C TO RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF THE RATHBUN REGIONAL WATER ASSOCIATION, INC. APPANOOSE COUNTY, IOWA:

HENRY AND DES MOINES COUNTIES

<u>AMOUNT</u>	<u>WATER SERVICE CHARGE</u>
First 2000 Gallons or Lesser Amount Per Month	\$ 29.00 Per Month – (Minimum Monthly Bill)
Next 3000 Gallons Per Month	\$ 7.25 Per Thousand
Next 5000 Gallons Per Month	\$ 6.15 Per Thousand
Next 10,000 Gallons	\$ 4.80 Per Thousand
Next 30,000 Gallons Per Month	\$ 3.25 Per Thousand
All water used over 50,000 Gallons Per Month	\$ 4.00 Per Thousand
Cities and Towns	\$2.80 Per Thousand