IOWA
AMERICAN WATER

Iowa-American

Water Tariff

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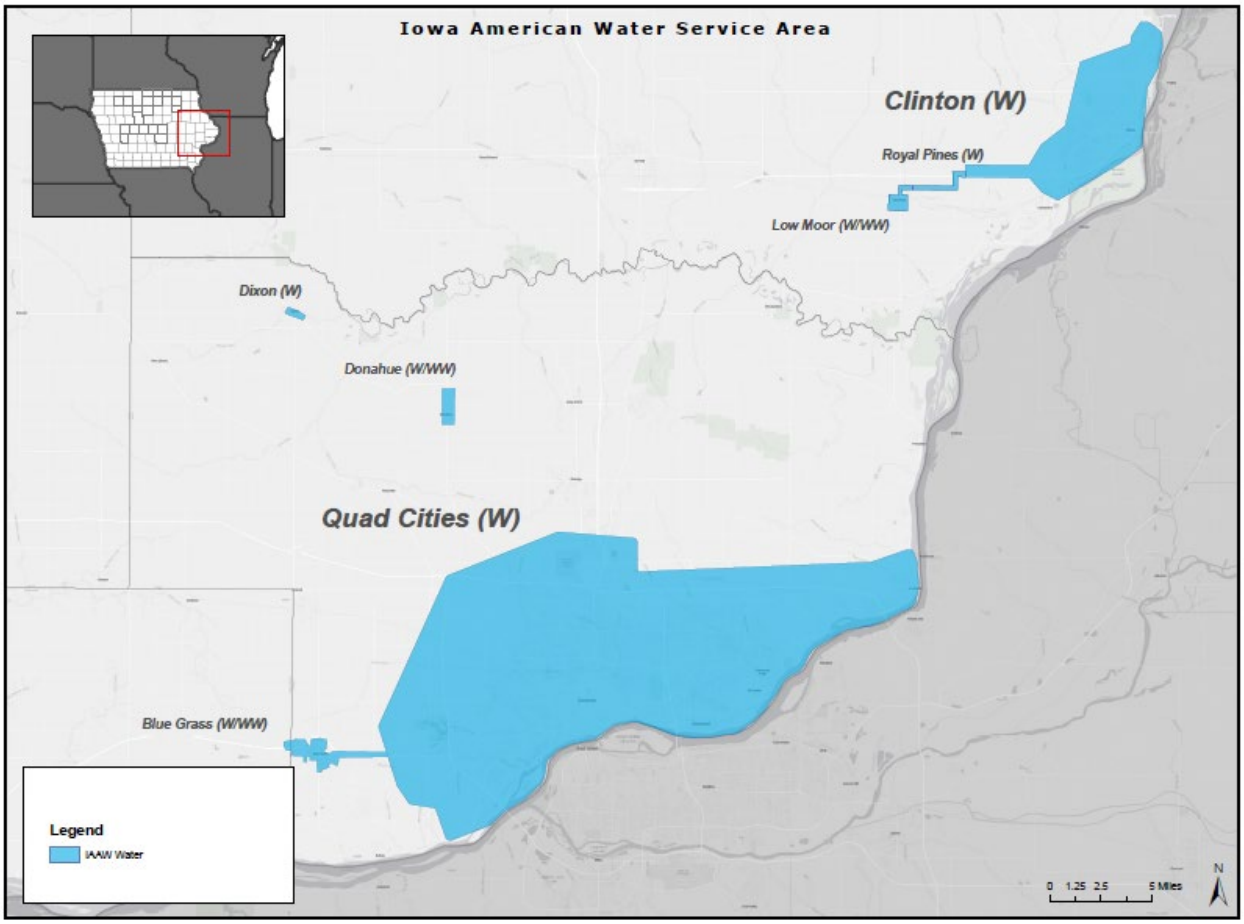
Reserved for Future Use

TERRITORY SERVED

These Rates, Rules, Regulations and Conditions of Service apply to the entire territory served:

Water Service
Clinton, Including environs in Clinton County, Iowa
Davenport, Including environs in Scott County, Iowa
Bettendorf
Riverdale
Panorama Park
Le Claire
Dixon
Blue Grass
Donahue
Low Moor (N)

SERVICE TERRITORY MAP



(C)

RATE SCHEDULE NO. 1 – GENERAL METERED SERVICE

APPLICABILITY

Applicable to the territory served by the Company for general metered service, including residential, commercial, industrial, public authorities, and Sale for Resale.

METER RATES

The following shall be the rates for monthly consumption and are in addition to the Water Service Charge shown below.

	100 Gallons Per Month	Rates Per 100 Gallons	
For the First	224	$0.92990	(I)
For the Next	4,264	0.51033	(I)
For the Next	70,312	0.46500	(I)
For all over	74,800	0.32570	(I)

(D)
(D)
(D)

WATER SERVICE CHARGES

All general metered water service customers, shall pay a Water Service Charge based on the size of meter installed (or multiple meters installed – in which case, the total charge is based on the sizes of all meters installed). The Water Service Charge rates listed below do not include any allowance for water usage. (C)

Size of Meter	Per Month	
5/8”	$17.00	(I)
3/4”	21.00	
1”	35.00	
1-1/2”	70.00	
2”	111.90	
3”	209.90	
4”	349.80	
6”	699.60	
8”	1,119.40	
10”	1,609.20	

(D)
(D)

TERMS OF PAYMENT

All bills for metered service furnished under this Schedule will be rendered monthly, in arrears, and are due and payable when rendered.

RATE SCHEDULE NO. 1A – GENERAL METERED SERVICE – INCENTIVE RATE

CLASS OF SERVICE (T)

Incentive Rate (T)

AVAILABLE (T)

In all of the Company's service territory as identified in this tariff on Sheet No. 3. (T)

APPLICABLE (T)

To general metered service customers whose average daily water usage on an annual basis is or will exceed 250,000 gallons and who qualify under the terms and conditions set forth in this tariff. Other existing customers that directly compete with the qualifying customer in the same service territory at the time the initial agreement is entered into with the qualifying customer would also be offered the same discounted rate to the extent that they substantiate their status as a "directly competing customers". Customers are direct competitors if they make the same product (or offer the same service) for the same general group of consumers. (T)

TERMS AND GUIDELINES (T)

The Company will offer incentive rates under the following terms and guidelines adapted from the Commission's flexible rate rules for gas and electric utilities, Chapter 199 Iowa Administrative Code, Sections 19.11 and 20.13, respectively, which are incorporated herein by reference: (T) (T) (C)

1. Incentive rates, will be offered only where the customer will contribute significantly to economic development within the Company's service area, including, but not limited to, providing new or increased employment, new or increased production, or preventing the loss of jobs or loss of consumption, and other such contributions.

2. In deciding whether to offer a specific discount, the Company will evaluate the customer's situation and perform a cost-benefit analysis before offering the discount.

3. Any discount offered should be such as to significantly affect the customer's or customers' decision to stay on the system or to increase consumption, or to significantly affect a prospective customer's decision to locate in the service territory.

4. Other customers should not be at risk of loss as a result of incentive rates; in addition, the offering of incentive rates shall in no way lead to subsidization of the incentive rates by other customers in the same or different classes.

5. The Company will conduct a cost-benefit analysis and such analysis must demonstrate that offering the discount will be more beneficial to both the Company and all customers than not offering the discount.

RATE SCHEDULE NO. 1A – GENERAL METERED SERVICE – INCENTIVE RATE (Cont'd) (T)

TERMS AND GUIDELINES (Cont'd) (T)

6. The ceiling for all discounted rates shall be the approved rate on file for the customer's rate class. Discounted rates shall not result in aggregate bills over the term of the agreement, which are greater than the aggregate bills that would have been produced by the approved rate on file for the customer's rate class.
7. The floor of the discount rate shall be equal to the production costs and customer costs of serving the specific customer.
8. A discount may be offered for a period as long as sixty (60) consecutive months so long as annual cost-benefit analyses support continuation of the discount.
9. Discounts should not be offered if they will encourage deterioration in the usage characteristics of the customer receiving the discount
10. Each applicant for the incentive rate must agree to release the information required under the reporting requirements of this rate.
11. Discounts for directly competing customers are applicable only to the portion of the operation which is directly competing.
12. All agreements made under this schedule shall be in writing.

COST-BENEFIT ANALYSIS: (T)

These factors will be considered in establishing a cost-benefit analysis:

1. Determine the gain in margin resulting from the incentive rate.
2. Determine the gain in employment resulting from the incentive rate.
3. Evaluate the efficiency gains made in system utilization resulting from the incentive rate.

The projections and estimates in the cost-benefit analysis will include, but are not limited to:

Employment Gain
Existing Consumption
Increase in Consumption
Margin Gained
Customer Savings
Other Factors as Appropriate

INCENTIVE RATES: (T)

The Company and the customer or prospective customer to which incentive rates are offered shall agree on the procedure under which bills are to be calculated to provide discounts, or opportunities for discounts, from the provisions of the existing tariff. However, the discounts shall not result in bills less than identifiable production costs and customer costs. (T)

RATE SCHEDULE NO. 1A – GENERAL METERED SERVICE – INCENTIVE RATE (Cont'd) (T)

REPORTING REQUIREMENTS: (T)

Annual reports shall be filed with the Utilities Commission within thirty (30) days of the end of each year. Reports shall include the following information: (T)

a. Section 1 of the report will be concern discounts initiated in the preceding year. (T)

For all discounts initiated in the last year, the report shall include:

1) The identity of the new customers (by account number, if necessary);
2) The value of the discount offered:
3) The cost-benefit analysis results; and
4) The cost of alternative water supplies available to the customer, if relevant.
5) The consumption by month of the amount of water sold to the customer in the preceding year.
6) A copy of all new or revised incentive rate contracts executed between the utility and its customers.

b. Section 2 of the report relates to overall program evaluation. For all discounts currently being offered; the report shall include: (T)

1) The identity of each customer (by account number, if necessary);
2) The amount of water sold in the preceding year to each customer at discounted rates, by month;
3) The amount of water sold to each customer in the same preceding year, by month;
4) The dollar value of the discount in the preceding year to each customer, by month; and
5) The dollar value of the sales to each customer for each of the previous twelve (12) months. (T)
6) If customer charges are discounted, the dollar value of the discount shall be separately reported.

c. Section 3 concerns discounts denied, or discounts terminated. For all customers specifically evaluated and denied or having a discount terminated in the last year, the report shall include: (T)

1) Customer identification (by account number, if necessary)
2) The amount of water sold in the preceding year to each customer, by month;
3) The amount of water sold to each customer in the same preceding year, by month: and,
4) The dollar value of sales to each customer for each of the past twelve (12) months. (T)

d. No report is required if Company has no customers receiving a discount during the relevant period and had no customers which were evaluated for the discount and rejected during the relevant period. (T)

RATE CASE TREATMENT: (T)

The rate case treatment to be proposed by the Company with respect to (T)

Incentive rates offered under this tariff shall be consistent with that set forth in the Commission's Flexible rates rules for gas and electric utilities, Chapter 199 Iowa Administrative Code, Sections 19.11(5) and 20.13(5) respectively as now in effect of hereafter amended. (T) (C)

Reserved for Future Use (T)

RATE SCHEDULE NO. 1D – GENERAL METERED SERVICE – QUALIFIED INFRASTRUCTURE PLANT ("QIP") SURCHARGE MECHANISM

APPLICABILITY (T)

Applicable to customers taking service under Rate Schedules No. 1 and No. 5.

DEFINITION (T)

QIP Investment Period (T)

The time period during which eligible QIP investments are placed in service. The initial QIP Investment Period following a future test year rate case begins 12 months following the effective date of the final rates in the rate case through December 31 of that same year. Subsequent QIP Periods are calendar through December 31 of each year. The final QIP Period will end December 31 of the year prior to the year in which the next historic test year rate case is filed or the year prior to the year in which future test year rates or interim rates are effective. Unless the Company has initiated a base rate case, the QIP Investment Period shall end on the fifth December 31 that occurs after the date the Company's last base rate case was approved. (T) (N) (N) (N)

QIP Effective Period (N)

The time period during which the QIP surcharge is effective and applied to customer billing. The initial QIP effective period following a future test year rate case begins 24 months following the effective date of the final rates in the rate case through December 31 of that same year. Subsequent QIP effective periods will follow on an annual basis, not to exceed five (5) years. The final QIP effective period will end December 31 of the year prior to the year in which the next historic test year rate case is filed or the year prior to the year in which future test year rates or interim rates are effective.

QUALIFYING INFRASTRUCTURE PLANT (T)

Purpose: To recover the fixed costs (depreciation and pre-tax return) of certain non-revenue producing distribution system improvement projects completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases.

The QIP-eligible projects will consist of the following:

(D)

- Mains and valves (account 331), services (account 333) and hydrants (account 335) installed as replacements for existing facilities that are worn out, deteriorated, or upgraded; (N)
- Unreimbursed capital projects to relocate Company facilities located in the public right-of-way due to state, county, or municipal roadway or utility improvements mandated by the Department of Transportation ("DOT") or other governmental agencies (accounts 331, 333 or 335);
- Infrastructure in accounts 331, 333 or 335 replaced to address water problems that have been documented as presenting a significant health or safety concern for customers.

The costs of extending facilities to serve new customers are not recoverable through the QIP.

RECONCILIATION (T)

A reconciliation between authorized QIP revenues and actual QIP revenues will be conducted annually and filed with the Commission within 60 days of the end of each QIP Effective Period. Any under or over amounts billed, as verified by the Commission, will be included with the next applicable QIP surcharge. Upon approved verification, the QIP will be automatically adjusted for the reconciliation. (T) (T) (T) (T/N) (N)

RATE SCHEDULE NO. 1D – GENERAL METERED SERVICE – QUALIFIED INFRASTRUCTURE PLANT ("QIP") SURCHARGE MECHANISM (Cont'd) (T)

DETERMINATION OF THE QIP SURCHARGE (T)

The following formulae will be used to compute the monthly QIP charge for each customer class:

RECOV = [(GM+NP) x 0.47 x DR] + [(GM+NP) x 0.53 x DR x RF] + DE + R (C)

Surcharge Formula By Class:

$$QIPc = \frac{RECOVc}{NCc \times 12}$$

Where:

RECOV: Total amount authorized for recovery from all classes for QIP-eligible projects.
GM: The actual historical cost of government-mandated projects, net of accumulated depreciation, during the QIP Investment Period.
NP: Net Plant is the actual historical cost of eligible investment annually not including government-mandated projects, net of accumulated depreciation reserve and third-party reimbursements, during the QIP Investment Period. (C) (D)
DR: Debt Rate, which equals 5.33% (C)
RF: Revenue factor from the most recent rate case expressed as a decimal. This is the revenue gross-up related to income tax on the equity-funded portion of the investment based on the capital structure approved in the last rate case. The current factor is 1.3626.
DE: Annual or annualized as applicable Depreciation Expense for eligible QIP investments, net of third-party reimbursements.
R = Reconciliation component amount related to any QIP over or under collection.

QIPc: The amount, rounded to the nearest cent, charged in any monthly billing period to each customer in class "c" defined as Residential, Commercial, Industrial, Public Authorities, or Private Fire Service
RECOVc: The amount of total authorized QIP recovery allocated to each customer class "c" based upon the Company's most recent approved cost of service study: Residential 65.91%, (C)
Commercial 20.35%, Industrial 6.68%, Public Authorities 3.35% and Private Fire 3.81%. (C)
NCc: Number of customers in customer class "c" at the end of the most recent month reported.

Cost recovery through the QIP surcharge will be capped at 3% annually and 15% between rate cases; calculated by dividing the recoverable amount authorized annually (RECOV) by the total authorized revenue requirement from the last rate case. The surcharge will continue until interim or final rates in the next rate case are effective, at which time the QIP surcharge will be reset to zero. If Iowa-American chooses to utilize the QIP tariff for a given QIP Investment Period, the Company will file its QIP factors within thirty (30) days of the conclusion of that QIP Investment Period. The filing will include a report or reports summarizing the Company's efforts to obtain state revolving fund (SRF) financing, an annual update to the inventory, an annual update to the 5-year lead service line replacement plan, a description of lead replacement activities over the last year, EPA lead compliance activities, if any, and Iowa-American's efforts to secure government or charitable funding for lead service line replacement. (T)

RATE SCHEDULE NO. 1D – GENERAL METERED SERVICE – QUALIFIED INFRASTRUCTURE PLANT ("QIP") SURCHARGE MECHANISM (Cont'd) (T)

QIP SURCHARGE

The following fixed monthly surcharge shall be applied to customer bills for the following customer classes: (D)

Customer Class	Monthly Surcharge	
Residential	$0.00	
Commercial	$ 0.00	
Industrial	$ 0.00	(T)
Public Authorities	$ 0.00	
Private Fire Service	$ 0.00	

RATE SCHEDULE NO. 1E – NON-RECURRING EXPENSE RIDER

APPLICABILITY

The Non-Recurring Expense Rider is designed to capture the rate effects of certain items that are temporary in nature and not included in base rates in accordance with the Iowa Utilities Commission Final Order in Docket No. RPU-2024-0002. These items are:

(1) Docket No. RPU-2024-0002 subsequent proceeding expense;
(2) Rate Case Expense Docket No. RPU-2024-0002;
(3) State EADIT ("Excess Accumulated Deferred Income Tax");
(4) State Tax Change – HF2317 (2022);
(5) Final Prior NRER Reconciliation

BALANCES AND SCHEDULE

Description	Total	Year 1	Year 2	Year 3
Docket No. RPU-2024-0002 subsequent proceeding expense	$ -	$ -	$ -	$ -
Rate Case Expense Docket No. RPU-2024-0002	2,494,241	831,414	831,414	831,414
State EADIT	(3,143,891)	(1,047,964)	(1,047,964)	(1,047,964)
State Tax Change – HF2317 (2022)	(234,569)	(78,190)	(78,190)	(78,190)
Subtotal	(884,220)	(294,740)	(294,740)	(294,740)
Final Prior NRER Reconciliation	348,070	116,023	116,023	116,023
TOTAL	$ (536,150)	$ (178,717)	$ (178,717)	$ (178,717)

SURCHARGE/SURCREDIT

A surcredit in the amount of $0.00338 per 100 gallons shall be applied to all billed usage (except Low Moor water customers). (T)

RECONCILIATION

A reconciliation will be performed annually after the rider has been in effect for twelve (12) months and filed with the Commission within 60 days following the end of the twelve (12) month rider effective period. The prior year reconciliation will be added to the following year's schedule detailed above.

RATE SCHEDULE NO. 2 – PFAS LITIGATION UNIVERSAL SURCREDIT ("PLUS") (N)

(D)

APPLICABILITY (N)

Applicable to customers taking service under Rate Schedules No. 1 and No. 5.

Iowa-American sought compensation from various manufacturers of chemicals of Aqueous Film Forming Foam. This litigation was consolidated for the limited purpose of pursuing settlements into multi-district litigation no. 2873 ("MDL") which are overseen by the United States District Court of South Carolina. Iowa-American has entered into multiple settlements in the MDL and may enter into further agreements. These settlements may provide one or more payments. The proceeds will be net of any costs to be paid out of the settlement funds incurred to administer or achieve the settlement. The purpose of this tariff is to credit Iowa-American customers the proceeds Iowa-American receives from these MDL settlements.

The proceeds from the MDL shall be applied to customers within a reasonable time after Iowa-American Water receives the payment of the funds. Iowa-American shall provide notice to the Commission of the amount of proceed included and a workpaper showing the method it proposes to apply the funds to customers. Iowa-American may propose to apply funds as outlined below and may propose an alternative proposal for treatment in the future. Iowa-American may combine proceeds resulting from the MDL settlements

DETERMINATION OF THE CREDIT

The litigation or settlement proceed credit shall be calculated as follows:

$$\text{PLUS Credit} = \frac{\text{MDL Proceeds}}{\text{Total Water Customer Count}} = \frac{(MDLP)}{CC}$$

Where:

PLUS credit	represents the credit from the proceeds that each customer will receive as a result of proceeds paid from MDL settlements.
MDLP	represents the proceeds received from one or more MDL settlements.
CC	represents the total active water customer counts, inclusive of all customer classes at the time of the credit calculation.

RATE SCHEDULE NO. 4 – SEASONAL RECREATION PURPOSE

APPLICABILITY (N)

Applicable to the territory served by the Company, for water use on a minimal seasonal basis (April through October) for purposes such as drinking fountains, outdoor park facilities, and other recreational uses. Water use for irrigation such as potential soccer fields, baseball fields, or any other activity in an outdoor park that requires irrigation is prohibited from eligibility of this water schedule.

The Company will activate these services effective April 15 through October 15.

SAESONAL WATER SERVICE CHARGES

All seasonal recreation water service customers, shall pay a fixed Water Service Charge per service account. These accounts are unmetered and are solely for the purposes described above.

Monthly Charge	Per Month
Per Service	$15.00

TERMS OF PAYMENT

All bills for metered service furnished under this Schedule will be rendered monthly, in arrears, and are due and payable when rendered.

RATE SCHEDULE NO. 5 - PRIVATE FIRE SERVICE

APPLICABILITY (T)

Applicable throughout the entire territory served by the Company for private fire service furnished residential, commercial, industrial and municipal customers, exclusively for the extinguishment of fires, subject to the terms and conditions as set forth elsewhere in this tariff. (T)

ANNUAL RATES (T)

The rates for Private Fire Service are based upon the size of the service, and no additional charges will be made for fire hydrants, sprinklers, hose connections or standpipes connected to or supplied by such private fire services. (T)

(T)

Size of Service	Rate Per Annum	Monthly Rate
2" Diameter	$ 81.60	$ 6.80
3" Diameter	184.80	15.40
4" Diameter	326.40	27.20
6" Diameter	740.40	61.70
8" Diameter	1,328.40	110.70
10" Diameter	2,077.20	173.10
12" Diameter	2,979.60	248.30

TERMS OF PAYMENT (T)

All bills for private fire service furnished under this Schedule will be rendered monthly in advance on the first billing day of each calendar month, and are due and payable when rendered. (T)

RATE SCHEDULE NO. 6 - WATER USED FOR BUILDING AND CONSTRUCTION PURPOSES

APPLICABILITY (T)

Applicable to the territory served by the Company, for water used for construction work and building purposes. (T)

RATES AND CHARGES (T)

Where a meter is installed on a fire hydrant or on a temporary service connection for construction purposes, the minimum payment for water shall be the monthly Water Service Charge for general water service as set forth on Rate Schedule No. 1 of this tariff, based upon the size of the meter installed. If more than one fire hydrant or temporary service connection is used, the Water Service charge shall apply to each such hydrant or temporary service connection so used. (T)

The Company may require an application to be signed and either the Water Service Charge paid in advance, or at the option of the Company, a meter deposit made, and the account handled in the same manner as any other metered account. The Water Service Charge does not include any water usage, and all water used shall be billed as set forth in this tariff. (T) (T)

The cost of installing and removing the temporary service connection and meter setting, or the connection made to the fire hydrant, shall be paid for by the Customer in excess of any salvage realized. (T)

TERMS OF PAYMENT (T)

The monthly Water Service Charge or meter deposit, and the estimated cost of installing and removing the temporary service connection and meter setting, or the connection made to the fire hydrant, shall be payable in advance. All other bills will be rendered monthly in arrears. All bills are due and payable when rendered. (T)

RATE SCHEDULE NO. 6A – BULK WATER FOR TEMPORARY PURPOSES

APPLICABILITY (N)

Applicable to the territory served by the Company, for water used for temporary purposes such as construction work and building purposes and bulk water purchases with the use of water trucks are used by the Customer for transport.

RATES AND CHARGES

Capacity	Bulk Charge
Up to a 2,000 Gallon Tank	$18.60
2,001 - 4,000 Gallon Tank	$37.20
4,001 - 6,000 Gallon Tank	$55.79
6,001 - 20,000 Gallon Tank	$185.98
Greater than 20,000	Not Allowed

Facility Use	Facility Fee
Per fill up	$5.00

The Company may require an application to be signed and either the purchased water amount to paid in advance, or at the option of the Company, a facility use deposit made, and the account handled in the same manner as any other metered account. All water filled shall be billed as set forth in this tariff.

TERMS OF PAYMENT

Bills for bulk water purchases will be rendered monthly in arrears for total purchases made. All bills are due and payable when rendered.

RATE SCHEDULE NO. 7 - BILLING OF LICENSE, OCCUPATION, FRANCHISE, OR OTHER SIMILAR CHARGES OR TAXES

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and whether such fee or tax is based upon a fixed or flat charge or a percentage of the gross receipts, net receipts, or revenues from sales of water rendered by the Company to the Customer. (T)

Where more than one such charge or tax is imposed by taxing authority, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount. (T)

Charges or taxes herein referred to shall in all instances be billed to Customers within the jurisdiction of the local taxing authority on the basis of Company rates effective at the time of billing, and on the basis of the tax or tax rate effective at the time billing is made. (T)

MISCELLANEOUS CHARGES (C)

LATE PAYMENT CHARGE (T)

A late payment charge will be added to a Customer's account if that Customer's bill is not paid within 20 days after the bill was rendered. The bill shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. The late payment charge will equal one and one-half (1-1/2) percent per month of the past due amount. This late payment charge provision is applicable to bills for water and sewer service rendered by the Company. (T)

Each account shall be granted not less than one complete forgiveness of a late payment charge each calendar year. For one bill in each period of eligibility, the Company will accept the net amount of such bill as full payment for such billing period after expiration of the net payment period. The Customer shall be notified on the subsequent bill. (T)

RETURNED CHECK CHARGE (T)

Provided a Customer's check is properly processed by the Company, if a check that has been received as payment for service is returned by the bank unpaid **(Non-Sufficient Funds "NSF")**, a charge of **EIGHTEEN DOLLARS AND ZERO CENTS ($18.00)** will be assessed to cover the cost of processing this transaction. (T)

The charge for the dishonored check may be reflected, at the Company's option, when the Company returns the dishonored check or may be charged on the Customer's next billing. (T)

The company may serve a customer on a cash basis only if more than one check of the Customer is returned NSF in a twelve-month period. "Cash" shall be deemed to mean U.S. currency, U.S. postal money order or certified check. (T)

Reserved for Future Use (T)

(D)

Reserved for Future Use (T)

RULES, REGULATIONS AND CONDITIONS OF SERVICE GOVERNING THE DISTRIBUTION AND SALE OF WATER

1. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE

The Rules and Regulations in their entirety as herein set forth, or as they may hereafter be altered or amended in a regular and legal manner, shall govern the rendering of water service, including the extensions of water mains and the making of connections thereto, and every Customer, upon making an application for water service, or upon taking water service, shall be bound thereby. (T)

2. DEFINITIONS (T)

1. An "**APPLICANT**" is any person, group of persons, firm, business, municipality, land developer, or other entity who is seeking water service, or seeking to construct or have constructed a water main extension for property owned and/or controlled by them, or both. (N)

2. "**APPURTENANCES**" are parts and accessories that are related to transmission and distribution Water Mains, Service Lines and Meter Settings that are used to assemble pipelines and parts, contain and control the flow of water, or are used for construction, maintenance and operations; appurtenances include but are not limited to pipe fittings, connecting parts, valves and check valves, location and marking devices, and other related parts and devices installed to cover or protect such parts or aid in utility operations. (N)

3. "**BACKFLOW**" is the undesirable reversal of the normal flow of water or mixtures of water and other liquids, gases, or other substances into the distribution system of the public water supply due to backpressure and/or backsiphonage. (N)

4. The term "**COMMISSION**" as used in these Rules shall be construed to mean the Iowa Utilities Commission, sometimes hereinafter referred to as IUC. (T)

5. Wherever the word "**COMPANY**" appears herein, it shall mean Iowa-American Water Company acting through its Officers, managers, or other duly authorized employees or agents. (T)

6. A "**CROSS-CONNECTION**" is any actual connection between a public water system used to supply water for drinking purposes and any source or system containing an unapproved water or substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be Cross-Connections. The term "Direct Cross-Connection" shall mean a Cross-Connection that is subject to both backsiphonage and backpressure. The term "Indirect Cross-Connection" shall mean a Cross-Connection that is subject to backsiphonage only. (N)

7. A "**CURB STOP**" OR "**STOP COCK**" is a shutoff valve attached on a service line, usually installed near the curb, which may be operated by a valve key to start or stop the flow of water to the Customer's service line. (N)

2. **DEFINITIONS (Cont'd)** (T)

8. "**CUSTOMER**" as used in these Rules shall be construed to mean any person, co-partnership, firm, association, corporation, limited liability company or municipality, their lessees, trustees, or receivers appointed by any court, or agency of the Federal, state or local government, being supplied with water or water service by the Company. (T)

8.a **RESIDENTIAL** – Single premise residences or multiple premise residences where each premise is served through a single separate meter.

8.b **COMMERCIAL** – Business or manufacturing establishments where service is not used principally in manufacturing or a processing function and multiple premise residences served through a single master meter or battery of meters including apartment houses or condominiums.

8.c **INDUSTRIAL** – Manufacturing or processing establishments where the service is used principally in manufacturing or a processing function, including public utility plants using water for steam generation, power production, etc.

8.d **PUBLIC AUTHORITIES** – Municipal, county, state or federal agencies including public schools, libraries, public hospitals, and public housing developments.

8.e **MISCELLANEOUS** – Service provided is usually intermittent in nature and cannot be classified in any of the foregoing categories as defined above.

8.f **SALES FOR RESALE** – Private or public utilities where the service is resold to the customers of that utility.

9. **CUSTOMER SERVICE LINE** is the portion of the service line from and including: (T)

I. That portion of the tailpiece exiting the meter box at or near the curb line, to the structures or premises to be supplied; or,

II. If no meter box is present, that portion of the service line from the curb to the premises; or,

III. If neither a meter box or a curb stop exists within five (5) feet of the property line, or the curb line if the property line is in the street or roadway, that portion of the service line that lies between the property line, or the curb line if the property line is in the street or roadway, and the Customer's premises. (T)

10. "**DISTRIBUTION MAIN**" means water pipe owned, operated, or maintained by the Company which is used for the purpose of distribution of water to a customer's service connection. (T) (T) (T)

11. An "**ESTIMATED BILL**" is a charge for water service, which is not based on an actual Reading of the meter or other registering device by an authorized Company representative. (N) (N)

2. **DEFINITIONS (Cont'd)** (T)

12. A "**MAIN**" or "**WATER MAIN**" is a pipe, which is owned or leased and maintained by the Company, located on public property, public utility easements, or on private easements, and used to distribute and supply water to Customers. (N) (N) (N)

13. A "**METER**" is a device, owned by the Company, which measure the quantity of water which passes through a water service supplying a premise, including attached equipment used for remote or electronic reading. (N) (N) (N)

14. A "**METER BOX**", "**VAULT**" or "**PIT**" is an underground enclosure, of a design acceptable to the Company, with a removable lid or entrance opening from ground level, which houses or encloses a meter or other appurtenances. (N) (N) (N)

15. A "**MUNICIPALITY**" refers to any City or County. (T)

16. "**PREMISES**" as used herein shall be restricted to the following: (T)

a. A building under one roof owned, leased or rented by one party and occupied as one residence or one place of business. (T)

b. A combination of buildings owned, leased, or rented by one party, in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business. (T)

c. Each unit of a double or multiple-unit building wherein each unit is under separate ownership or lease. (T)

d. Each unit of a double or multiple unit building served by a separate service line (T)

e. A building owned or leased by a Customer, having two or more apartments, residences, offices, or suites of offices. (T)

f. A single plot, used as a park or recreational area. (T)

17. A "**PRIVATE FIRE SERVICE CONNECTION**" is one to which is attached fixtures from which water is taken only for the extinguishment of fires. (T)

18. A "**SERVICE CONNECTION**" is the portion of the service line from the main in the street to the curb or property line. (T) (T)

17.a In Clinton County, the service connection is owned, installed, and maintained at the cost and expense of the Company. (T)

17.b In Scott County, the service connections are owned, installed, and maintained at the cost and expense of the Customer. (T)

2. **DEFINITIONS (Cont'd)**

19. The "**SERVICE LINE**" is the pipeline leading from the distribution main to the plumbing system of individual premises. Each service line consists of two parts: (T)
    1. the Service Connection (T)
    2. and the Customer Service Line (T)

20. A "**TEMPORARY SERVICE CONNECTION**" is one which is installed for the temporary use of water, provided that the Customer's premises is located on a lot having a curb line abutting on that part of a street or public highway in which there is located a distribution main of the Company extending for the total frontage of the lot on said street or highway, unless otherwise agreed to by the Company.

3. APPLICATIONS FOR WATER SERVICE (T)

(A) Applicants can sign up for service online by visiting our website at www.amwater.com and Clicking on the link MyWater and following the instructions. Customers can also call 1-800-422-2752 to speak with a customer service representative about starting service. (N) (N) (N)

(B) Application for connection to the distribution mains shall be made in writing to the Company by the owner of the premises, or his/her duly authorized agent, on forms provided for that purpose. (C)

(C) Application for water service through existing service connections shall be made to the office of the Company by the owner, his/her duly authorized agent, or occupant, recorded on forms provided for that purpose. (T)

(D) A Customer who has made application for water service to any premises shall be liable for all water service furnished to such premises until such time as the Customer properly notifies the Company to discontinue the service for his/her account. (T)

(E) A service charge of **TWENTY-THREE DOLLARS AND ZERO CENTS ($23.00)** will be charged for service activation during the Company's regular business hours. Services turned on at the request of the Customer after regular business hours or on Saturday, Sunday or holidays will be charged at actual cost incurred by the Company. This charge is applicable to all service activations except when a service is transferred to a landlord when a tenant vacates a premise. (T)

4. SPECIAL APPLICATIONS FOR WATER SERVICE (T)

Water service for the following purposes must be specially applied for and will not be accepted by the Company until the special terms and conditions applicable thereto, if any, have been agreed to in writing by the Applicant.

(A) Building and construction purposes
(B) Condominiums, cooperative apartments and housing developments
(C) Multiple premises under common ownership located on a single site undivided by public streets, and requiring service to each individual premises through a secondary distribution system not owned or operated by the Company
(D) Private fire service
(E) Transient or temporary purposes
(F) Shopping centers
(G) Trailers and trailer courts
(H) Water for resale

5. **APPLICATION FOR PRIVATE FIRE WATER SERVICE** (T)

(A) Application for service connections for water to be taken for the extinguishment of fire shall be made only under the terms and conditions contained in the following "Application for Private Fire Service Connection" for such service, found in Subpart (S) and then only after license has been approved in writing by the Company. (C)

(B) Applications for private fire service will not be approved unless there is a main of suitable capacity available in the street where the premises to be supplied abuts said street.

(C) All Applications for private fire service shall be subject to the written approval of the Chief of the Fire Department having jurisdiction, who, by such approval, shall affirm that, in his/her option, the public fire service will not be endangered by the proposed connection to be made by the Company.

(D) The Customer shall furnish, attach and make a party of his or her Application, three complete sets of drawings approved by the customer's architect or engineer showing the pipes, valves, hydrants, tanks, opening and appurtenances contemplated in the application. Such drawing much also show any other water supply system and pipe lines and appurtenances which may exist on the premises, and there shall be no connection between such other supply, and pipes connected to the Company's mains.

(E) The Customer agrees to obtain in advance the approved of the Company for any changes, alternation or addition in the fixtures, opening and uses(s) specified in the Application.

(F) The Company shall determine the size and location of any connections made to its distribution mains for private fire service, and will, at the cost and expense of the customer, make the tap in its distribution main.

(G) The Company reserves the right to determine the size and type of pipe from its distribution main to the property line of the Customer.

(H) The extent of the rights of the private fire service Customer is to receive, but only at times of fire on his/her premises, such supply of water as shall then be available and no other or greater. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to property any persons or property against loss or damage by fire or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, other than those caused by the Company's gross negligence or its willful or wanton acts.

5. **PRIVATE FIRE SERVICE (Cont'd)** (T)

(I) No pipe or fixtures connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.

(J) Unless otherwise provided in a written agreement between the Applicant and the Company, service connections for private fire service shall be distinct and separate from the regular or general water service connection. A private fire service connection is furnished for the sole purpose of supplying water for the extinguishment of fires, and the use of water from such a connection for any other purpose is absolutely forbidden.

(K) Where one service line is used for both general and fire purposes, separate charges will be made for each type of use in accordance with the established schedules of rates.

(L) A gate valve controlling the entire supply shall be placed at the curb or property line of the street in which the main is located or at such other point as may be approved by the Company, and shall be furnished and installed by and at the expense of the Customer, and unless otherwise approved by the Company, said valve shall be installed in a valve pit or vault which shall also be furnished and installed by and at the expense of the Customer.

(M) Private fire service shall be furnished through a line guarded by an approved fire line meter or detector devise which shall be furnished and installed by the Customer at his/her cost and expense. The meter shall be set in a vault, approved by the Company, constructed and maintained by and at the expense of the Customer. The meter will be maintained by the Company but at the cost and expense of the customer.

(N) Under no circumstances will anti-freeze by permitted in sprinkling systems.

(O) The entire private fire service system from the tap in the distribution main to the point or points of use on the Customer's premises shall be installed and maintained by and at the expense of the Customer and shall be subject to the inspection, test and approved of the Company before the service is made effective, and at such times thereafter as may be deemed necessary or appropriate by the Company.

(P) Hydrants and other fixtures connected with a private fire service connection may by sealed by the Company, and such seals may be broken only in case of fire or as specifically permitted by the Company, and the Customer must immediately notify the Company of the breaking of any such seal.

5. **PRIVATE FIRE SERVICE (Cont'd)** (T)

(Q) Whenever a fire service system is to be tested, the Customer shall notify the Company of such proposed test, designating the day and hour when same is to be made, so that, if desired, the Company may have an inspector present during the test.

(R) Private fire hydrants may be painted any color other than that adopted by the Company for public fire hydrants, provided such color is approved by the Chief of the Fire Department.

(S) Application for Private Fire Service Connection. See Appendix II on Sheet Nos. 49-51 (T)

6. **PUBLIC FIRE SERVICE** (T)

(A) New Installations:

I. Any municipality shall have the right, upon the passage of a proper ordinance or (T)
resolution by the legally constituted authority of such municipality, to order the installation (T)
of additional public fire hydrants on existing Company-owned mains six inches (6") or (T)
larger in internal diameter, provided that the flows from such mains, as determined by the (T)
Company are adequate to provide the required fire flows. Twenty-five (25) percent of (T)
the installed cost, including the associated income tax liability, of the hydrant so ordered (T)
by the municipality shall be billed to, and payable by, the municipality within thirty (30) (T)
days following the submission by the Company of an invoice covering the cost. (T)

II. All public fire hydrants shall be furnished, installed, and maintained by the Company. (T)

7. INSTALLATION AND MAINTENANCE OF SERVICE LINES (T)

Clinton County (T)

(A) Where its mains are now or may hereafter be laid, the Company will at its expense, install the Service Connection between the water main in the street up to and including the stop cock and curb box, or the coppersetter when installed in the meter box at or near the curb line, provided that the Service Connection is required for the immediate and continuous supply of water for general water service to premises abutting the public street or highway in which such mains are located; and all such Service Connections and appurtenances shall be installed only by the Company.

(B) Service Connections supplying a premise shall not pass through or across any premises or property other than that to be supplied, or across any portion of the property that could practicably be sold separately from the immediate premises supplied, and no water pipes or plumbing in any premises shall be extended there from to adjacent or other property. (T)

(C) The Company will make all connections to its mains and will specify the size, kind, quality and location of all materials entering into the service connection. (T)

(D) The corporation cock, curb cock, curb box, or coppersetter when installed in a meter box and the Company's Service Connections from the distribution main to the curb cock or coppersetter will be furnished, installed and maintained by the Company and shall remain under its sole control and jurisdiction. (T)

(E) The Company will not, at its own cost and expense, either install or maintain service lines for private fire service or temporary service connections. (T)

(F) The curb box or meter box shall be set on a level with the grade of the sidewalk and shall be kept accessible at all times (T)

(G) The Customer's Service Line from the curb cock or coppersetter to the place of consumption shall be installed in a workmanlike manner and shall be furnished, installed and maintained by the Customer at his/her own expense and risk. (T)

(H) The Customer's Service Line and all connections and fixtures attached thereto shall be subject to the inspection of the Company before the water will be turned on, and all premises receiving a supply of water and all Service Line, meters and fixtures, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company. (T)

7. **INSTALLATION AND MAINTENANCE OF SERVICE LINES – Clinton County (Cont'd)** (T)

(I) The Customer's Service Line shall be laid so that it has a depth of cover of at least five (5) feet at all points and shall be placed on firm and continuous earth so as to give unyielding and permanent support; shall not be laid in driveways nor pass through premises other than that to be supplied; and shall be installed in a trench at least two feet in a horizontal direction from any other trench wherein gas pipe, sewer pipe, or other facilities, public or private, are or are to be installed.

(J) The Customer shall install and properly maintain in good working condition a stop and waste cock of a type approved by the Company on the Customer's Service Line immediately inside the foundation wall in a readily accessible location and in a place protected from the possibility of freezing and so placed that it will shut off and drain all plumbing within any and all buildings in the premises.

(K) The Customer shall install the Service Line to the curb line at a point designated by the Company, after which the Company will install the Service Connection from the main to the curb line.

(L) Where the Company's Service Connection is already installed to the curb line, the Customer shall connect with the Service Connection as installed.

(M) The Customer shall make all changes in his/her portion of the Service Line required on account of changes of grades, relocation of mains and other causes.

(N) No fixture shall be attached to, or any branch made in, the Service Line between the meter and the distribution main.

(O) There shall be no more than one Service Line supplying a single premise and each premise shall be supplied through an independent Service Line from a separate curb cock or coppersetter, unless otherwise approved by the Company in writing.

7. **INSTALLATION AND MAINTENANCE OF SERVICE LINES – Clinton County (Cont'd)** (T)

(P) Customer's Service Lines must be kept and maintained in good condition and free from all leaks and defects at the Customer's cost and expense, and for failure so to do, the water service may be discontinued.

(Q) If a Customer, owner, occupant or any of his/her agents, in making an attachment or in shutting off or turning on water, should not properly replace the curb box cap, or should damage the curb cock, curb box, coppersetter, or other property of the Company, such repairs shall be made only by the Company, but at the Customer's cost and expense.

(R) No plumber shall part with the possession of a key for turning on or off the water, except to an employee of the Company.

(S) After testing any work, the plumber shall turn off the water from such premises, except where the work is a simple extension or additional fixture on a service then in use. Where water was found turned off previous to making alterations or repairs, plumbers shall not leave water turned on when work is completed.

(T) No plumber or other person shall turn on water to any premise, where supplied by old or new service, or allow any person in his/her employ to do so without written permission from the Company. Any violation of this Rule may subject plumber or any other person to prosecution by law, and result in discontinuance of water service.

(U) In case of accidents to services, plumbers are permitted to turn off the supply to such services, but notice thereof shall be given the Company within twenty-four (24) hours after so doing.

(V) No plumber, Customer, occupant, owner or any of his/her agents shall connect to the Company's distribution main or to any Service Line, or extend the pipes there from to any premises for the purpose of securing a supply of water, until application has been made therefore to the Company as provided in these Rules and Regulations, and permission for doing so has been granted by the Company in writing.

(W) In cases where the city orders Service Connection installed in anticipation of street improvements, from the street mains to vacant property or where service is not to be used immediately, the Company will install such Service Connection when the cost thereof is advanced to it by the property owner or owners or their

7. **INSTALLATION AND MAINTENANCE OF SERVICE LINES – Clinton County (Cont'd)** (T)

agent which advance will be applied as a credit on future bills for water service to said respective premises, when service is later applied for and furnished; provided, however, that in case title to the premises is later transferred through sale or otherwise, all or any part of the deposit not then refunded shall automatically become a credit to the account of the succeeding owner or owners, to be refunded in like manner.

(X) Where and when public streets are to be permanently paved and all necessary resolutions or ordinances to this end have been passed by the City, the Company will, upon order of the City, renew any iron water service connections to existing active consumers located on such streets, or such part thereof as would thereafter be under the pavement between the curb lines, using for such renewals copper or plastic tubing or pipe of such other material as may be approved by the City.

Scott County (T)

(A) Upon application of a customer for a tap, the Company will make such tap and will charge the Customer for the actual cost of the labor and materials required, plus 15% for overhead charges. The materials used for tapping the main shall include a corporation cock, a curb cock, and a curb shut-off box and rod. The corporation cock will be installed by the Company at the expense of the Customer, and shall remain under the Company's sole control and jurisdiction. The remainder of the service line from the street main to the premise, shall be installed by and at the expense and risk of the Customer.

(B) The minimum size for any service line shall be 3/4-inch, and the Company reserves the right to determine and specify the size, kind and quality of all materials entering into the connections to its mains, and the services installed there from.

(C) All Service Lines shall comply with all ordinances or laws of the city or state as to the kind and method of construction and installation. They shall be laid at all points at least four and one-half feet below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support. They shall not be laid in sewer ditches, nor in driveways, nor pass through premises other than that to be supplied, and shall be installed in a trench at least twenty-four inches in a horizontal direction, in undisturbed earth, from any other trench wherein are laid gas pipe, sewer pipe, or other facilities, public or private.

7. **INSTALLATION AND MAINTENANCE OF SERVICE LINES – Scott County (Cont'd)** (T)

(D) The Customer shall install a stop and waste cock of a type approved by the Company on the service line immediately inside the foundation wall of the building supplied, and so located as to be easily accessible to the occupants and to provide proper drainage for all of the pipes in the building, as well as for the meter, if installed in the building.

(E) The Service Lines and all connections and fixtures attached thereto shall be subject to the inspection of the Company before the water will be turned on, and all premises receiving a supply of water and all service pipes, meters and fixtures, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company.

(F) Each new premises, or existing premises to be altered, shall be supplied through an independent Service Lines from a separate curb stop and box, and all double houses and apartment buildings which do not qualify as a single premises as defined under Rule 2, and similar structures, shall have a separate service connection for each tenant unless specifically approved or ordered by the Company, in which event the owner is to be solely responsible for all water used on and in said buildings or premises.

(G) The Customer shall, at his/her own cost and expense, make all changes in the service line required or rendered necessary on account of changes in the street grades, relocation of mains, or other causes.

(H) No fixture shall be attached to, or any branch made in, the service line between the distribution main and the meter.

(I) Any repairs or maintenance necessary on the service line or on any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his/her expense and risk.

(J) Service Lines and curb stops must be kept and maintained in good condition and free from all leaks, and curb boxes must be kept free of debris, and for failure so to do the water supply may be discontinued.

(K) The Company shall in no event be liable for any damage done or inconvenience caused by reason of any break, leak, or defect in, or by water escaping from service lines, or from fixtures on the premises of the owner or Customer.

7. **INSTALLATION AND MAINTENANCE OF SERVICE LINES – Scott County (Cont'd)** (T)

(L) The curb box or meter box shall be set on a level with the grade of the surrounding terrain on which the installation is made and shall be kept accessible at all times.

(M) After testing any work, the plumber shall turn off the water from such premises, except where the work is a simple extension or additional fixture on a service then in use. Where water was found turned off previous to making alterations or repairs, plumbers shall not leave water turned on when work is completed.

(N) No plumber or other person shall turn on water to any premises whether supplied by old or new service, or allow any person in his employ to do so without written permission from the Company. Any violation of this rule shall subject plumber or any other person to prosecution by law.

(O) In case of accidents to services, plumbers will be permitted to turn off the supply to such services, and notice shall be given the Company within twenty-four hours.

(P) Whenever the Company finds any pipe or fixture upon the Customer's premises broken or not in serviceable condition, it will notify the Customer of the fact; and should said Customer fail to remedy the defects promptly, water will be shut off, and not turned on again until such conditions have been corrected.

(Q) Each plumber shall provide the Company with a sketch showing by appropriate measurements, the exact location of each curb stop installed by him/her.

8. **METERS** (T)

(A) Water will be supplied to all Customers by meter measurement only, except those Customers having special connections and receiving service under an "Application for Private Fire Service Connection" shall pay for such service in accordance with the applicable schedule of rates, and the Company shall have the right to place a meter upon any service line and charge for water service by meter measurement. (C)

(B) All meters, except detector devices and/or fire service line meters, except as otherwise provided elsewhere in these Rules and Regulations, shall be furnished, installed, maintained, tested, repaired and replaced only by and at the expense of the Company and shall remain its property; but in case of damage to any such meter by reason of any act, neglect

8. **METERS (Cont'd)** (T)

or omission on the part of the Customer (such as damages occasioned by fire, frost, hot water, accident, or misuse) the Customer shall pay to the Company the cost of its repair on presentation of bill therefore. (T)

(C) In cases where meters are owned by the Customer or owner of the premises supplied (Customer-owned meter), the owners of such meters shall be liable for the maintenance, testing and repair of such meters, which work shall be done only by the Company, but at the cost and expense of the owners thereof (Not applicable to Scott County).

(D) The ownership and title to Customer-owned meters, with the exception of fire line meters or detector devices installed on private fire services as required under Rule 6, will be accepted by the Company when legally assigned and transferred to it upon a form provided therefore, and in consideration of the assignment and transfer thereof the Company will assume thereafter the responsibility for maintaining, repair and testing such meters at its own cost and expense (Not applicable to Scott County). (T)

(E) The Company reserves the right to determine the kind, size and type of meter that shall be placed on any service line and such meters will be furnished, installed and removed by the Company alone and shall remain its property.

(F) Meters may be located in an outdoor pit, or inside the Customer's premises. If located inside the premises, meters shall be located just within the foundation walls of the premises supplied, and a proper place and protection therefore shall be provided by the property owner or Customer, which location must be acceptable to the Company as most convenient for its service, so that the meter may easily be examined, read, or removed. The Customer shall at his/her own expense provide suitable pipe connections and two shut-off valves, one at the inlet side of the meter and the other at the outlet side thereof, and other fittings as may be designated by the Company for the proper installation and protection of the meter. (T)

(G) If an outdoor setting is made for the convenience of the Customer, the cost of the meter box or vault shall be borne by the Customer.

(H) When the meter is installed in an underground pit, the pit shall be placed just inside the Customer's property line, in a convenient and readily accessible location mutually acceptable to the Customer and the Company, and shall be furnished and installed by and at the cost and expense of the Customer.

8. **METERS (Cont'd)** (T)

The pit shall be designed and constructed in accordance with proper utility standards so as to protect the meter from freezing and damage by vehicular traffic, and designed and located as to prevent the inflow of surface water

(J) Subject to section B, when the meter is to be installed indoors, it shall be located, as near as practical, to where the service pipe enters the building, in a clean, dry, safe place, protected from freezing and hot water, not subject to wide temperature variations, and so placed as to be at all times accessible for reading, inspection and removal for testing. Submetering shall not be permitted.

(K) Separate premises shall be separately metered and billed, and only one premise shall be supplied through one meter or meter setting unless specifically approved or ordered by the Company.

(L) The Company reserves the right to put seals on any water meter, or on its couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.

(M) No Customer shall remove or cause or permit the removal of a meter by his/her agents once it has been placed, and any change in location of the meter desired by the Customer shall first be approved by the Company in writing, but shall be made by the Customer at his/her own cost and expense.

(N) The Company may at any time remove any meter for routine tests, repair or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is registering inaccurately.

9. **MULTIPLE METER SETTINGS** (T)

(A) When more than one meter setting is installed upon a Customer's premises at the request of the Customer or due to conditions existing upon the premises of the Customer, then each meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations of such meters will not be combined.

(B) In all other instances where more than one meter setting is installed on a Customer's premises, then the registration of all such meters will be combined, and the Water Service Charge will be the sum of the individual Water Service Charges for all such meters.

10. **METER TESTING** (T)

(A) All meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition, and shall be adequate in size and design for the type of service which they measure and shall meet the standards of accuracy prescribed by Chapter 21 of the Commission's regulations governing service supplied by water utilities. (T)

(B) The Company will make a test of the accuracy of registration of a meter upon request of a Customer, and in his/her presence if he/she so desires, provided such Customer does not make a request for such tests more frequently than once in eighteen (18) months.

(C) Upon the written application of a Customer to the Commission, the test of the Customer's meter will be supervised by a representative of the Commission in accordance with the following terms and conditions: (T) (T)

I. The application for such tests shall be made in writing to the Commission by certified or registered mail and shall be accompanied by a certified check or money order made payable to the Company in the amount of $25.00 per Commission Rule 21.6(7)(b): (T) (C) (D)

II. The Commission will forward the deposit to the Company and will notify the Company of the requirement for the test, and the Company will not knowingly remove or adjust the meter until instructed by the Commission. The Company shall furnish all instruments, load devices and other facilities necessary to the test and shall perform the test and shall furnish verification of the accuracy of test instruments used. (T) (T)

10. **METER TESTING (Cont'd)** (T)

III. The Company will notify the Customer in advance of the date and time of the test so that the Customer, or his/her representative, may be present when his/her meter is tested.

IV. If upon testing the meter is found to over-register to an extent requiring a refund under the provisions of Commission Rule 21.4 (6) a, the amount paid to the Company for the test will be returned to the Customer by the Company. (T)

V. The Company shall make a written report of the results of the test which shall be sent to the Customer and to the Commission. (T)

(D) These rules shall not interfere with the practice of the Company in its tests of water meters except that, in the event of a written application to the Commission by a (T)
Customer for a test by the Commission, the Company will not knowingly remove or (T)
interfere with said meter without the consent previously given in writing by the Customer or by the Commission. (T)

11. **ADJUSTMENT OF BILLS** (T)

(A) The quantity of water recorded by the meter shall be conclusive and binding upon both the Customer and the Company, except when the meter is found to be out of order or inaccurate by test. There shall be no allowances made for water used or unaccounted for, lost or wasted through leaks, carelessness, neglect or otherwise after same has passed through the meter.
In any case the meter will be promptly repaired or replaced by the Company. The quantity of water used will be determined by the registration of the meter in the same period for the preceding year, and the Customer's bill will be adjusted in accordance with the applicable provisions of Chapter 21 of the Commission's (T)
regulations governing service supplied by water utilities.

(B) If a meter has ceased to register, or if on test of any meter by the Company, a meter has been found to have a percentage of error greater than that allowed by the Commission, the Customer's bill will be adjusted in accordance with the applicable (T)
provisions of Chapter 21 of the Commission's regulations governing service supplied by (T)
water utilities.

11. **ADJUSTMENT OF BILLS (Cont'd)** (T)

(C) Whenever a meter in service is tested and found to have over registered more than two (2) percent, the Company shall adjust the Customer's bill for the excess amount paid. The estimated amount of overcharge is to be based on the period the error first developed or occurred. If that period cannot be definitely determined, it will be assumed that the over-registration existed for a period equal to one-half the time since the meter was last tested, or one-half the time since the meter was installed. If the recalculated bill indicates that more than five (T)
dollars ($5) is due an existing customer, the full amount of the calculated (T/I)
differences between the amount paid and the recalculated amount shall be refunded to the Customer. If a refund is due a person no longer a customer of the Company, a notice shall be mailed to the last known address.

(D) Whenever a meter in service is found not to register, the Company may render an estimated bill.

(E) Whenever a meter is found to be more than two (2) percent slow, the Company may bill the Customer for the amount the test indicates the Customer has been undercharged for the period of inaccuracy or a period as estimated in 10(C) above, unless otherwise ordered by the Commission. (T)

12. **CUSTOMERS' GUARANTEE DEPOSITS** (T)

(A) The Company may require from any customer or prospective customer a deposit intended to guarantee payment of bills for service.

(B) The total deposit shall not be less than five dollars nor more in amount than the maximum estimated charge for service for 90 days or as may reasonably be required by the Company in cases involving service for short periods or special occasions.

(C) A new or additional deposit may be required from a Customer when a deposit has been refunded or is found to be inadequate. Written notice shall be mailed advising the Customer of any new or additional deposit requirement. The Customer shall have no less than 12 days from the date of mailing to comply. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

(D) The Company shall issue a receipt of deposit to each Customer from whom a deposit is received.

12. **CUSTOMERS' GUARANTEE DEPOSITS (Cont'd)** (T)

(E) Interest shall be paid by the Company to each Customer required to make a deposit at the rate determined by Commission Rule 21.4(2)(e). Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the Customer's account, or to the date the Customer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit refund is forwarded to the Customer's last known address. The date a Customer's bill becomes permanently delinquent is the most recent date the account is treated as uncollectible. (T)

(F) The deposit shall be refunded after twelve (12) consecutive months of prompt payment, unless the Company has evidence to indicate that the deposit is necessary to ensure payment of bills for service. In any event, the deposit, less any delinquent balance, shall be refunded upon termination of the Customer's service.

(G) The Company shall make a reasonable effort to return each unclaimed deposit and accrued interest after the termination of the services for which the deposit was made. The Company shall maintain a record of deposit information for at least two (2) years or until such time as the deposit, together with accrued interest escheats to the state pursuant to Iowa Code Section 556.4 at which time the record and deposit, together with accrued interest, less any lawful deductions, shall be sent to the state treasurer pursuant to Iowa Code Section 556.13. (C)

13. **TERMS AND CONDITIONS OF BILLING AND PAYMENT** (T)

(A) Private fire service charges shall be payable monthly in advance.

(B) Bills for general water service by meter measurement will be rendered and payable monthly in arrears.

(C) All bills for water and service are due and payable when rendered or at a designated branch collection agency, and are considered delinquent if not paid within 20 days thereafter. Failure to pay within 20 days may render the Customer subject to a late payment charge. A disconnection notice will be sent to the Customer. The Customer then has twelve (12) days, excluding Sundays and legal holidays, following the disconnection notice to resolve the account before disconnection occurs as provided (C)

13. **TERMS AND CONDITIONS OF PAYMENT (Cont'd)** (T)

in Rule 14. In the event there is dispute concerning a bill for water service, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill pending settlement and thereby avoid discontinuance of service for nonpayment of the disputed bill for up to forty-five (45) days after the rendering of the bill. The forty-five (45) days shall be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission. (T) (T) (T)

(D) All bills will be sent to the address entered in the application unless the Company is notified in writing by the Customer of any change of address. The Customer is responsible for furnishing the Company with his/her correct address and failure to receive bills because of failure to furnish said correct address will not be considered an excuse for non-payment nor permit an extension of the date beyond which the account would be considered delinquent.

(E) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.

(F) Where a service is used for both general water and private fire purposes, separate charges will be made for both purposes according to the established schedule of rates. In the event of a bona fide fire (confirmed by the local fire department) for which metered water is used to combat the fire, the Customer's bill for general water service during the billing period in which the fire occurred shall be adjusted, upon application by the Customer, to eliminate the charges for water use to combat the fire. The bill for general water service for the period shall be the average of the last three bills for such service. Each customer making application for service to be used for both general and private fire purposes shall be advised of this provision of the Company's tariff at the time of application for such service. (C)

(G) An adjustment shall be made for unusually high bills resulting from leakage of water on Customer's premises when such leakage occurs without the knowledge of the Customer, has been repaired promptly upon its discovery and has not been a recurring problem. In such cases, the adjustment will be in the amount of one-half the difference between the bill as rendered, and a bill computed on the basis of the Customer's use for a corresponding period in previous years.

(H) Payments shall be made at the office of the Company or at a third party pay station designated by the Company, or at such other places conveniently located as may be designated by the Company. Such third party pay stations may, in their discretion, charge the Customer a fee for processing the Customer's payment. Such fee shall be the sole responsibility of the Customer.

13. **TERMS AND CONDITIONS OF BILLING AND PAYMENT (Cont'd)** (T)

(I) The use of water by the same Customer in different premises or localities will not be combined and each installation shall stand by itself.

(J) No bill, except for the initial bill or the final bill, will be rendered in an amount less than the Water Service Charge for one (1) month.

(K) The Company's bill form is included in Appendix I on Sheet Nos. 48-48C. (C)

14. **DISCONTINUANCE OF WATER SERVICE** (T)

(A) No allowance for vacancy or for non-usage will be made unless the water has been shut off from the premises in compliance with request of the Customer by a representative of the Company by a stop cock located at the curb. A charge for any service shut off or turned on at the request of a Customer after regular business hours or on Saturdays, Sundays or holidays, will be the actual cost incurred by the Company.

(B) Except as provided under Rule 15, the Company will not discontinue the service of any Customer for failure to provide or maintain any required guarantee deposit, or for violation of any rules or regulations of the Company or for non-payment of bills, except on written notice of at least twelve (12) days, excluding Sundays and legal holidays, mailed to such Customer at his/her address as shown upon the Company's records, or personally delivered to him/her or a member of his/her household, advising the Customer in particular what rule has been violated, for which service will be discontinued if the violation is permitted to continue; provided, however, that no service will be disconnected on the day prior to a week-end or holiday. Subject to the foregoing provisions, service rendered and under any application, contract or agreement may be discontinued by the Company for any of the following reasons:

I. For willful or indifferent waste of water due to unmetered leakage.
II. For failure to protect from injury or damage the meter and connections or for failure to protect and maintain the Customer's service line or fixtures in a condition satisfactory to the Company.

14. **DISCONTINUANCE OF SERVICE (Cont'd)** (T)

III. For failure to provide the Company's employees free and reasonable access to the premises supplied or for obstructing the way of ingress to the meter or other appliances controlling or regulating the Customer's water service.

IV. For non-payment of any account for water supplied, for water service, or for meter or service maintenance, or for any other fee or charge due under the Company's Rates, Rules and Regulations.

V. For violation of, or non-compliance with, any rule or regulation of the Company.

VI. For failure of the Customer to fulfill his/her contractual obligations for service or facilities subject to regulation by the Commission. (T)

(C) Service may be discontinued without notice for any of the following reasons:

I. In the event of a condition determined by the Company to be unreasonably hazardous

II. In the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or its service to others

III. When the Company has discovered clear and convincing evidence that by fraudulent means a Customer has obtained unauthorized water service or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meters.

(D) Discontinuing water service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.

14. **DISCONTINUANCE OF SERVICE (Cont'd)** (T)

(C) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules, and water is being taken through a single service line to supply two or more premises, the party making application shall be responsible for all water bills and other legitimate charges. Any violation of the Rules of the Company with reference to either or any of the said premises or for the supply of water thereto, shall be deemed a violation as to all, and the Company may enforce compliance with these Rules by shutting off the entire service; except that such action will not be taken until the Customer who is not in violation of the Company's Rules, has been given a reasonable notice and opportunity to attach his/her pipes to a separately controlled curb stop cock or coppersetter to be provided by and at the expense of the Company.

15. **RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE** (T)

(A) When water service to a premise has been terminated for any reason, other than for temporary vacancy in accordance with Rule 17, it will be renewed only upon the (T)
acceptance of a new application and after the conditions, circumstances, or practices (T)
which caused the water service to be discontinued are corrected to the satisfaction of the Company, and upon payment of all charges due and payable by the Customer in accordance with the Company's Rates, Rules, and Regulations. (T)

(B) No Customer whose service has been turned off shall turn same on, or have same done by anyone other than the Company. Any violation of this rule may result in prosecution by law and result in discontinuance of water service.

16.. **CHARGE FOR DAMAGED CURB STOP OR CURB BOX** (T)
(T)

When it is necessary for the Company to repair damaged customer-owned curb stops or curb boxes the Customer will be responsible for up to Six Hundred Dollars ($600) of the full cost of repairing or replacing damaged curb stop or curb box. Payment of such cost shall be one of the charges which must be paid prior to renewal of water service pursuant to Section 15 of these Rules and Regulations. (T)

17. **TURN-ON CHARGE** (T)

(A) When it has been necessary to discontinue water service to any premises because of temporary vacancy, a violation of the Rules and Regulations, or on account of non-Payment of any bill, a minimum charge of **FORTY-SIX DOLLARS ZERO CENTS ($46.00)** (T)
will be made to partly cover the expense of turning on water, except that the charge for any service turned on at the request of a Customer after regular hours or on a Saturday, Sunday, or holiday, will be the actual cost incurred by the Company.

17. **TURN-ON CHARGE (Cont'd)** (T)

This charge together with any arrears that may be due the Company for charges owed by the Customer, and any service deposit required by the Company, must be paid before the water will again be turned on.

(B) If at the time of such discontinuance of service the Customer does not have a deposit with the Company, the Company may require a cash deposit as a guarantee of the payment of future bills before the water will be turned on.

(C) If a customer requests a service call but does not appear at a scheduled visit, the Company may charge the customer the cost as stated in Rule 3 for missed appointments. (N) (N) (N)

18. **CUSTOMERS REQUIRING UNINTERRUPTED SUPPLY** (T)

(A) The Company will endeavor to give reasonable service but does not guarantee a sufficient or uniform pressure or an uninterrupted supply of water, and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, hot water systems, gas engines, etc.

19. **INTERCEPTING TANK REQUIRED FOR LARGE CUSTOMERS** (T)

(A) Service lines shall not be connected to the suction side of pumps, and uses of a character requiring a large quantity of water within a short period of time will not be permitted except through intercepting or intermediate storage tanks, unless approved by the Company in writing.

(B) The inlet connection for tanks shall discharge at a point no less than six inches above the overflow of such tanks, and must be approved by the Company in writing.

20. **CHECK VALVES, RELIEF VALVES, FLUSH VALVES AND VACUUM BREAKERS** (T)

(A) Customers having boilers, hot water heating systems or hot water heaters (heating systems) connected with mains of the Company must have a check valve in the supply pipe to the heating systems and a relief valve at some point between the check valve and heating system.

20. **CHECK VALVES, RELIEF VALVES, FLUSH VALVES AND VACUUM BREAKERS (Cont'd)** (T)

(B) All Customers are hereby cautioned against danger of collapse of boilers, since it is sometimes necessary to shut off the supply of water without notice, and for this reason a vacuum valve should be installed in the steam line to prevent collapse in case the water supply is interrupted.

(C) The Company will not be responsible for accidents or damages resulting from the imperfect action or failure of check, relief or vacuum valves.

21. **PLUMBING WORK MUST BE INSPECTED BY COMPANY** (T)

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the inspection of the Company before such underground work is covered up. Whenever the Company determines that plumbing work is defective, although not necessarily in direct violation of these Rules and Regulations, the Company may insist upon its being corrected before the water will be turned on.

22. **CROSS-CONNECTIONS** (T)

(A) A cross-connection is any connection or structural arrangement between the pipelines of the Company of any pipe, fixtures or other facilities directly or indirectly connected therewith, and any private source or system of water supply, or non-potable source or system, including soil, waste, drainage and other piping and fixtures or hoses or other devices connected thereto on Customer's premises, through which backflow can occur.

(B) By-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.

(C) No cross-connection shall be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided. An acceptable form of protection is one which meets the approval of the Iowa State Department of Health and the local regulating health agency. The required protective device or system shall be provided and

22. **CROSS-CONNECTIONS (Cont'd)** (T)

installed by the Customer and maintained by him/her in good working condition, all at his/her own cost and expense and shall be subject to the inspection, test and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company.

(D) Any cross-connection made or permitted to exist which is in violation of the provision of this Rule shall be removed forthwith or corrected in a manner acceptable to the Iowa State Department of Health and the local regulating health authority. Failure to do so may result in immediate discontinuance of water service.

23. **EXTENSION OF DISTRIBUTION MAINS** (T)

(A) Unless other terms and conditions are approved by the Commission, extension of the Company's distribution mains shall be in accordance with Commission Rule 21.3(5). Advances for construction costs shall include the associated income tax liability (gross-up method) and refunds shall also include an additional amount representing the associated income tax at the time of refund. (T) (T)

(B) The estimated construction costs for a distribution main extension shall also include the proposed main extension to the end of the lot or frontage of the most remote original applicant to have service applicable; provided, however, that if this is a corner lot or a lot immediately adjacent to a corner lot, the terminal point of the extension shall be located so that the main constructed hereunder ties in with the existing main located in such intersecting street, or if there is no main located in such intersecting street, the terminal point of the extension made hereunder shall be located at the nearest right-of-way line of such intersecting street. If the street in which the main is to be laid dead-ends in a cul-de-sac or appears to be permanently dead-ended against a railroad, creek, river, or other physical or natural barrier, the estimated cost of the main extension, if serving the most remote lot or frontage, shall be based on a termination point at the most remote service line connection.

(C) If the estimated construction costs to provide a distribution main extension are greater than the free extension provided in the Commission Rule 21.3(5), the main extension shall be made pursuant to a Water Main Extension and Deposit Agreement. (T)

23. **EXTENSION OF DISTRIBUTION MAINS (Cont'd)** (T)

(D) See the form: Water Main Extension and Deposit Agreement in Appendix III on Sheet Nos. 52-54. (T)

Reserved for Future Use (T)

Reserved for Future Use (T)

24. **USE OF PUBLIC FIRE HYDRANTS** (T)

The following regulations shall govern the use of public fire hydrants in all territory served:

(A) The use of fire hydrants shall be restricted to the taking of water for the extinguishing of fires, and water shall not be taken from any fire hydrant for construction purposes or for any other use, unless allowed by franchise or specifically authorized by the Company in writing as to the particular time, occasion, location and use.

(B) No hydrant shall be opened while a fire is burning or being extinguished except those actually used on the fire.

(C) Any authorized person opening a hydrant shall remain in the immediate vicinity and in control of the hydrant during the time the hydrant is open, and shall close the hydrant immediately after its use is no longer required. (C)

(D) The City, and others who may be specifically authorized by the Company to operate fire hydrants, shall notify the Company after any hydrant has been opened.

(E) Any expense for damages or repairs caused by persons operating fire hydrants shall be paid for by such persons.

24. **USE OF PUBLIC FIRE HYDRANTS (Cont'd)** (T)

(F) Whenever the removal of a hydrant is ordered, or a change in location, size or type of a fire hydrant is ordered, requested, or made necessary due to change in line or grade of any highway, street, roadway, curb or walk, or for any other reason, said removal or change will be made by the Company at the expense of the municipality or other party ordering, requesting, or making necessary such removal or change.

(G) Hydrants may be opened only by a member of the Fire Department and only in the case of fire or for Fire Department purposes. In addition, the City may designate two employees who may also be permitted to open hydrants in accordance with the rules of the Company supplying the water.

(H) Employees of the City, for purposes other than a fire, shall not use more than one 2-1/2" hose outlet at any one time without the consent of the Company. In the event the draft of any one hose is longer than fifteen minutes, the Company shall be so notified.

25. **INTERRUPTIONS IN WATER SUPPLY** (T)

(A) The Company may at any time shut off the water in the mains in case of accident or emergency, or for the purpose of making connections, extension, improvements, alterations, repairs, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for public fire service or other emergencies whenever the public welfare may so require. However, the Company shall use its best efforts, so far as circumstances will permit, to give notice to its customers of its intention to cut off the supply. The notice shall include the time and anticipated duration of the interruption. Interruptions should be scheduled at hours which create the least inconvenience to the customer.

(B) The temporary shutting off of water from any premises for the circumstances described in Rule 23(A), non-payment of bills, leaking pipes, fixtures, etc., shall not entitle the Customer to a deduction in the amount of his/her water charges during the time of such temporary shut-off. The shutting-off of water temporarily shall not cancel a contract for water supply except at the option of the Company or upon written notice from the Customer. The Company shall retain records of interruptions for a period of at least (5) years.

26. LIABILITY OF COMPANY (T)

(A) The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur. The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever, other than those caused by the Company's gross negligence or willful or wanton acts.

(B) Other than for damages caused by the Company's gross negligence or willful or wanton acts, the Company shall not be liable for any damages resulting from the breaking of any mains or service pipes, or by reason of any interruption of the supply of water caused by the malfunction of machinery or facilities, the stoppage thereof for necessary repairs, or for any other reasons, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service.

(C) The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service, but it does not guarantee to furnish at all times any given quantity for fire or for general purposes.

(D) The Company shall not be liable for accidents or damages to boilers, hot water tanks, etc., resulting from low or negative pressure, the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the Company or Customer, except where such accidents are caused by the Company's gross negligence or willful or wanton acts. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customers.

(E) The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish and provide such supply of water as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, other than those caused by the Company's gross negligence or willful or wanton acts.

27. **OWNERSHIP OF PROPERTY** (T)

All pipe, fittings, equipment, meters or other appurtenances, when installed at the expense of the Company, whether located outside or within the Customer's premises, shall at all times be and remain the property of the Company and may at any time during reasonable hours be inspected by the Company and/or removed by it for repair or replacement, or upon the discontinuance of service.

28. **PLUMBERS AND PLUMBING REGULATIONS** (T)

(A) All plumbing work shall be done in accordance with any plumbing code of the City, state or other governmental unit applicable in the Company's service area, and/or regulations adopted by any duly constituted board or commission having jurisdiction with respect to such matters.

(B) Only plumbers licensed under any applicable plumbing inspection ordinance or code are permitted to turn on and off water and to make pipe connections.

(C) Where plumbing work, upon inspection, is found to be in violation of any plumbing ordinance or code, or of any rules or regulations adopted by any municipality, board or commission having jurisdiction over such matters, water service will be discontinued by the Company upon written notice thereof from said duly constituted authorities.

29. **GENERAL** (T)

(A) No person shall turn the water on or off at any street valve, corporation cock, curb cock, coppersetter or other connection, or disconnect or remove any meter, without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.

(B) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.

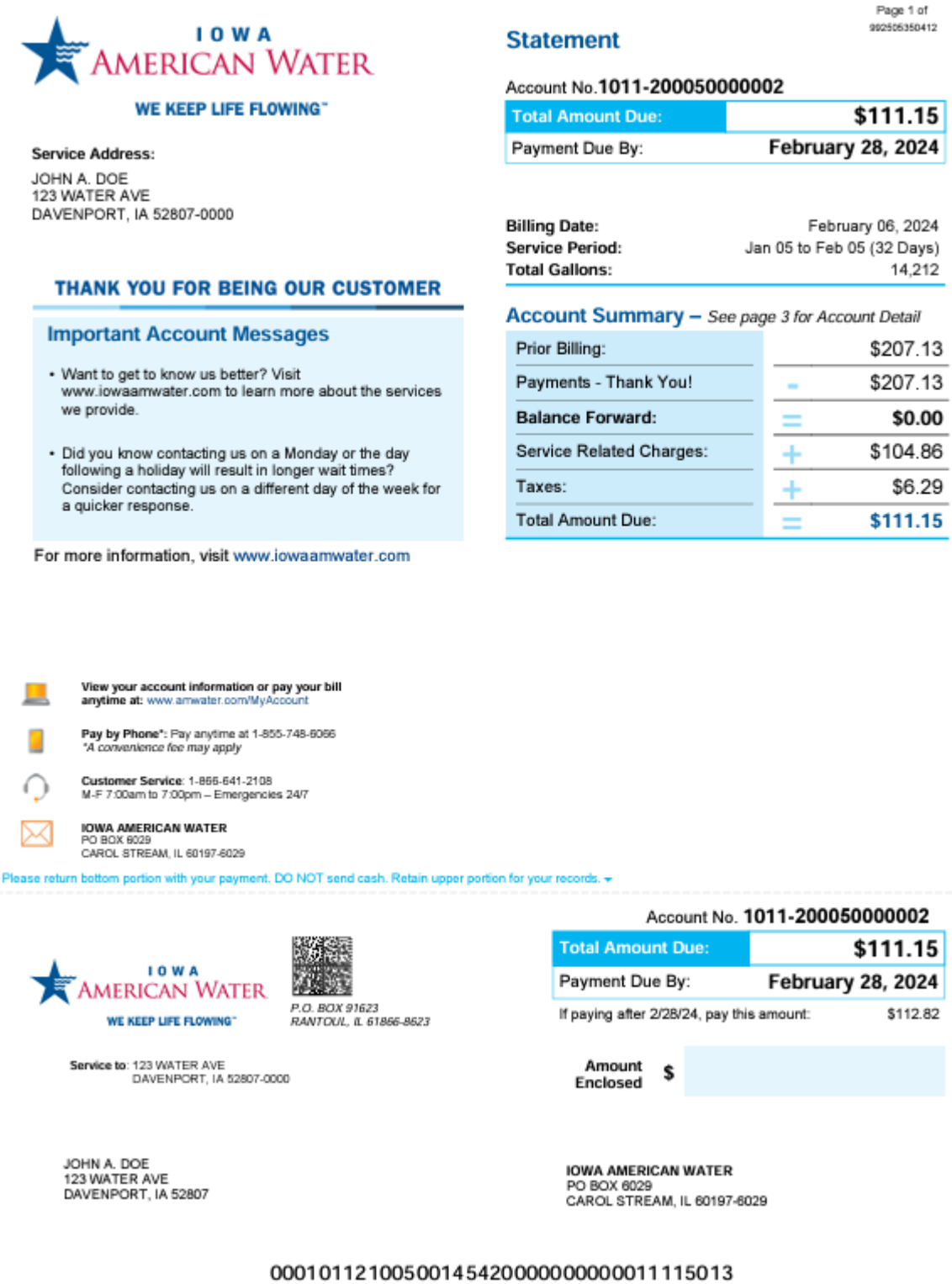
(C) Any complaint against the service or employees of the Company should be made at the office of the Company, and preferably in writing.

(D) No electric wires shall be grounded on the mains of the Company or on any service lines or pipes or fixtures of any kind which have a metallic connection with the mains of the Company.

30. **RULES A PART OF CONTRACT** (T)

The foregoing Rules and Regulations and Chapter 21 of the Commission's regulations governing service supplied by water utilities shall constitute a part of the contract with each Customer of the Company, and every such Customer shall be considered as having expressed consent to be bound thereby, the same as if such rules and regulations were copied and embodied in all contracts and applications for water service. (T)

APPENDIX I: BILL FORM



IOWA AMERICAN WATER
WE KEEP LIFE FLOWING™

Page 1 of
992505350412

Statement

Account No. **1011-200050000002**

Total Amount Due:	**$111.15**
Payment Due By:	**February 28, 2024**

Service Address:
JOHN A. DOE
123 WATER AVE
DAVENPORT, IA 52807-0000

Billing Date:	February 06, 2024
Service Period:	Jan 05 to Feb 05 (32 Days)
Total Gallons:	14,212

THANK YOU FOR BEING OUR CUSTOMER

Important Account Messages

- Want to get to know us better? Visit www.iowaamwater.com to learn more about the services we provide.
- Did you know contacting us on a Monday or the day following a holiday will result in longer wait times? Consider contacting us on a different day of the week for a quicker response.

Account Summary – *See page 3 for Account Detail*

Prior Billing:		$207.13
Payments - Thank You!	-	$207.13
Balance Forward:	=	**$0.00**
Service Related Charges:	+	$104.86
Taxes:	+	$6.29
Total Amount Due:	=	**$111.15**

For more information, visit www.iowaamwater.com

View your account information or pay your bill anytime at: www.amwater.com/MyAccount

Pay by Phone*: Pay anytime at 1-855-748-6066
**A convenience fee may apply*

Customer Service: 1-866-641-2108
M-F 7:00am to 7:00pm – Emergencies 24/7

IOWA AMERICAN WATER
PO BOX 6029
CAROL STREAM, IL 60197-6029

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records.

IOWA AMERICAN WATER
WE KEEP LIFE FLOWING™

P.O. BOX 91623
RANTOUL, IL 61866-8523

Account No. **1011-200050000002**

Total Amount Due:	**$111.15**
Payment Due By:	**February 28, 2024**
If paying after 2/28/24, pay this amount:	$112.82

Service to: 123 WATER AVE
DAVENPORT, IA 52807-0000

Amount Enclosed $

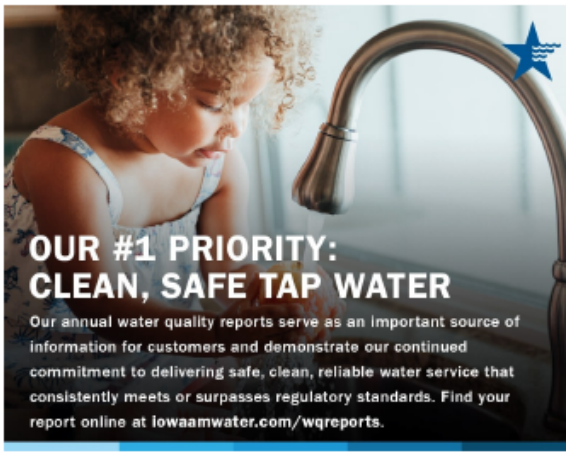
JOHN A. DOE
123 WATER AVE
DAVENPORT, IA 52807

IOWA AMERICAN WATER
PO BOX 6029
CAROL STREAM, IL 60197-6029

00010112100500145420000000000011115013

APPENDIX I: BILL FORM (Cont'd)

Messages from Iowa American Water



CUSTOMER SERVICE: 1-866-641-2108
HOURS: M-F, 7am-7pm ▪ Emergencies: 24/7
TTY/TDD FOR THE HEARING IMPAIRED : 711
(and then reference Customer Service number listed above)

SERVICES

- **Go Paperless:** Save time. Save money. Sign up for **Paperless Billing** and **Auto Pay** on MyWater at amwater.com/mywater. Not registered? Log in and be sure to have your account number handy.
- **Water Quality:** We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit iowaamwater.com. Under Water Quality, select Water Quality Reports.
- **H2O Help To Others:** H2O Help to Others is an emergency assistance program created by Iowa American Water and Community Action of Eastern Iowa. The program helps provide supplemental funding to Iowa American Water customers who would otherwise have trouble paying their bills.

EXPLANATION OF OTHER TERMS

- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.
- **Disputes:** If you have questions or complaints about your bill, please call us at 1-866-641-2108 before the due date. If your bill is unusually high, it may indicate that there is a leak in your plumbing. For tips on how to detect leaks and use water wisely, visit us online. You'll find helpful tools under the Water Information menu. Every drop counts!
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at iowaamwater.com. Under Customer Service & Billing, select Your Water and Wastewater Rates.
- **Correspondence:** Please send written correspondence to PO Box 2798, Camden, NJ 08101. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need

☐ I'm adding a one time contribution of $_____ with my payment.
☐ I'd like to add a recurring contribution to each bill of $_____. I understand this amount will be added to each bill.

Address Change(s)

Name

Address

City

State Zip Code

( ) ☐ Mobile Number
Phone Number

E-mail Address

Pay your bill in person! To find an authorized payment location near you, please visit www.amwater.com/payment

7993665904963998100013292675 69

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.vanilladirect.com/pay/terms.
After successful payment using this barcode you may retrieve your full detailed e-receipt at www.vanilladirect.com/pay/ereceipt.

APPENDIX I: BILL FORM (Cont'd)

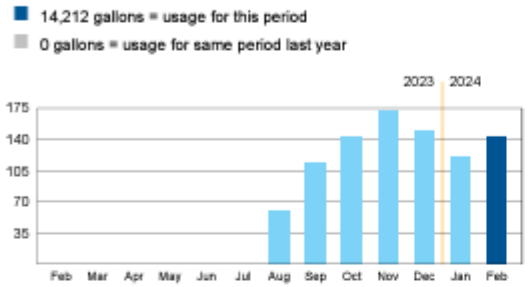
IOWA AMERICAN WATER
WE KEEP LIFE FLOWING™

Meter Reading and Usage Summary

Meter No.	Measure	Size	From Date	To Date	Previous Read	Current Read	Meter Units	Billing Units	Total Gallons
091699694F	100 CF	5/8"	01/05/2024	02/05/2024	3,074 (A)	3,093 (A)	19	142.12	14,212

A = Actual E = Estimate 1 CF = 7.48 gallons 1 Billing Unit = 100 gallons Total Gallons: 14,212

Billed Usage History (graph shown in 100 gallons)



Next Scheduled Read Date: on or about March 05, 2024
Account Type: Commercial

Average daily use for this period is: (32 days)

444 gallons

Year to Date Billed Usage: 26,180 gallons

Account Detail

Account No. 1011-200050000002
Service To: 123 WATER AVE DAVENPORT, IA 52807-0000

Prior Billing		207.13
Payments		-207.13
Total payments as of Jan 10. Thank you!		-207.13
Balance Forward		**0.00**
Service Related Charges - 01/05/24 to 02/05/24		
Water Service		110.29
Water Service Charge		14.00
Water Usage Charge	(142.12 x $0.6775)	96.29
Other Charges		-5.43
QIP Surcharge		0.25
Non-Recurring Expense Rider	(142.12 x -$0.03994)	-5.68
Total Service Related Charges		**104.86**
Taxes		6.29
Water Excise Tax		6.29
Total Current Period Charges		**111.15**
Total Amount Due		**$111.15**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water (or wastewater) service. If applicable, credits and debits for correction to previously billed charges are itemized in this section.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges.
- **Surcharges:** Surcharges are used to recover changes to costs that occur between ratemaking cycles. Common surcharges include Purchased Water, Consolidated Expenses, Conservation, Intervenor Compensation and Payment Assistance.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Still have questions?** We are here to help. Our customer service representatives are available M–F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

Para obtener asistencia con la traducción de su factura, comuníquese con nuestro Centro de Servicio al Cliente, de lunes a viernes de 7 a.m. a 7 p.m.

For more information about your charges and rates, please visit: https://amwater.com/iaaw/rates

APPENDIX I: BILL FORM (Cont'd)

(N)

PAY YOUR WAY

Choose from five convenient payment options

PAY AUTOMATICALLY (no stamps required)
Save time and postage by enrolling in our Auto Pay program, and your bill will be paid on time, every time. You can choose to have your monthly bill automatically applied to your credit card or deducted directly from your checking or savings account. No stamps required. No checks to write. To enroll, log on to MyWater at **amwater.com/mywater** or call us. *Please note: There is a $1.95 fee for credit card transactions.*

ONLINE
Visit www.amwater.com/billpay*. Have your account number handy.

BY MAIL
Mail to address provided on your bill.
No cash, staples or paper clips, please.

BY PHONE 24/7
Call 1-855-748-6066*. Have your account number handy.

IN PERSON
We partner with several authorized payment locations across the state. Visit our website to find an authorized location near you. Under **Customer Service & Billing,** select **Billing & Payment Info.** These locations DO NOT accept payments by mail.

THIRD-PARTY NOTIFICATION
If someone handles paying your bills, like a relative or trustee, we can send a copy of your bill and any past-due or shut-off notices to that third party. Enroll on MyWater at amwater.com/mywater or call us.

**Please note that our payment partner, Paymentus, charges $1.95 per transaction for e-check, credit card and debit card payments. Avoid the transaction fee by paying by e-check through MyWater.*

OTHER SERVICES WE OFFER

Budget Billing: Budget billing helps make managing your cash flow easier by providing predictable monthly payments and avoiding unplanned seasonal spikes.

Paperless Billing: Enroll and we'll send you an email with the amount due, the due date and a link to view your bill on MyWater. Plus, you'll have access to materials that would have been included with your paper bill and can view past bills (up to 36 months). Enroll on MyWater at **amwater.com/mywater**. It's simple, secure, and FREE.

Preferred Due Date: You may be eligible to adjust your due date. Visit amwater.com/mywater to determine your options.

02.2024

APPENDIX II: APPLICATION FOR PRIVATE FIRE SERVICE CONNECTION (T)

This Application for Special Connection (Fire Service Contract) will be completed by Iowa- American Water Company from the DATA sheet supplied by the owner of the proposed fire service.

Application for Private Fire Service Connection (T)

This Application made in quadruplicate this _____da y of _____ MONTH,_____YEAR by COMPANY NAME, COMPANY ADDRESS, CITY, (a corporation of the state of STATE) hereinafter called the "Applicant," to Iowa-American Water Company (a corporation of the State of Delaware), doing business in (D/T) the City of _____ hereinafter called the "Water Company." (T)

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Water Company for private fire service consisting of the right to connect a SIZE-INCH service pipe to the distribution main of the (T) Water Company on LOCATION in the City of _____and attach to said service pipe the following (D/T) fixtures and openings: (T)

- ☐ Sprinkler Heads
- ☐ Fire Hydrants
- ☐ Hose Closets
- ☐ Fire Pump

all of which fixtures and openings to be located within or upon the premises of the Applicant abutting the street on which the said main of the Water Company is located.

In consideration for which privilege the Applicant agrees to be bound by all the terms and conditions of this application and pay the Water Company for private fire service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this application may be accepted by the Water Company are as follows:

1. This application and the acceptance thereof by the Water Company is subject to the prior approval of the fire department having jurisdiction of the premises to be served. (T)

2. The entire private fire service system on Applicant's premises shall be subject to the inspection, test and approval of the Water Company, and the Water Company by its representatives, shall have the right to enter the premises of the Applicant at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary, to insure compliance with the terms and conditions of the application. (T)

3. All pipes and appurtenances shall be constructed and maintained in good condition by and at the expense of the Applicant. (T)

4. A fire line meter or detector device, approved by both the Water Company and the fire underwriters, will be required on the service at the location approved by the Water Company. Such meter or device shall be installed and maintained by and at the cost and expense of the Applicant, but subject to the inspection and approval of the Water Company. The by-pass meter only, used with the detector device, shall be furnished, installed and maintained by the Water Company at its cost and expense. (T) (T) (T) (T) (T)

5. A gate valve controlling the entire supply shall be placed at the curb or property line of the street in which the main is located or at such other point as ma be approved by the Water Company, and shall be furnished, installed and maintained by and at the expense of the Applicant, and unless otherwise approved by the Water Company, said valve shall be installed in a valve pit or vault which shall also be furnished, installed, and maintained by and at the expense of the Applicant. (T)

6. All hydrants and other fixtures connected to the private fire service system shall be kept closed and sealed, and not opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the Applicant shall immediately close such fixtures and notify the Water Company so that they may be sealed Whenever a private fire service system is to be tested, the Applicant shall notify the Water Company at least two (2) business days in advance of such proposed test, requesting approval of the method, day, and hour on which it is to be made. (T) (T)

7. No anti-freeze or any other substance, not specifically approved by the Environmental Protection Agency as non-detrimental to the public water supply, shall be introduced into sprinkling systems or into any pipe, fixture, appurtenance or other portion of the Applicant's private fire service system. (T)

8. The Applicant understands and agrees that the extent of the rights of the Applicant under this application is to receive, but only at times of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The Applicant further acknowledges and agrees the Water Company shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and the Water Company shall be free and exempt from any and all claims or damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, other than those caused by the Water Company's gross negligence or its willful or wanton acts. (T)

9. This application does not contemplate uses of fixtures other than those herein stated. Any waste of water or use of water through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations, and conditions of service of the Water Company. (T)

10. If private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the Water Company for public fire hydrants provided such color is approved by the Chief of the Fire Department. (T)

11. The Applicant shall furnish, attach, and make a part hereof, three (3) complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks and other openings and appurtenances contemplated in this application. Such drawings, which shall be stamped "Approved" by the Insurance Services Office or other comparable agency approved by the Water Company, must also show all other water supply systems and pipelines and appurtenances which are proposed, or which may exist on the premises to be served. (T) (T)

12. No pipe, fixtures or appurtenances connected with the private fire service served by this application shall be connected with any pipe, fixtures or appurtenances supplied with water from any other source, unless specifically approved in writing by the Company. (T)

13. The Applicant agrees to obtain in advance the approval of the Water Company for any change, alteration, addition, or deduction contemplated in the pipes, fixtures, openings, and appurtenances and uses herein specified. Notwithstanding the approval of the Water Company, Applicant agrees that, except for those facilities which the Water Company has specifically agreed to provide and maintain, Applicant is and will be solely Responsible for the design, adequacy, function, and maintenance of its private fire service system referred to in this application. (T) (T) (T) (T) (T) (T) (T)

14. The Water Company has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this application, after due written notice to the Applicant, for failure to pay any bill when due, for leakage within Applicant's system, for violation of any of the terms and conditions of this application, or for any violation of its rules, regulations, and conditions of service; and the Water Company also has the right to shut off all or any part of its facilities and discontinue the service without notice when deemed necessary by the Water Company (1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, the Commission or other duly authorized public authority, (3) if fraudulent or unauthorized use of water
by Applicant is detected, or if the Water Company's regulating or measuring equipment has been tampered with by the Applicant. (T)

15. Upon acceptance of this application by the Water Company and the completion of the installation Of the service pipe applied for, this application shall be in full force and effect as a contract and shall continue as such until canceled by written notice given thirty (30) days in advance by the Applicant to the Water Company, except as otherwise provided in numbered paragraph Fourteenth above. (T)

16. The acceptance of this application by the Water Company must be executed by its Manager and President or Vice President before same becomes effective. (T)

IN WITNESS WHEREOF the Applicant has hereunto signed the day and year first above-written.

_____
(Applicant's Name & Title, Please Print or Type)

WITNESS:

_____ _____
Witness Signature Signature and Title of Applicant of Duly Authorized Representative

APPROVED this _____ day of _____ , 20 _____

WITNESS:

_____ _____
Witness Signature (Fire Chief, Marshal) Signature

City of _____

IN WITNESS WHEREOF, the Company hereby accepts the foregoing Application this

_____ day of _____ ,20 _____

WITNESS:

_____ _____
Witness Signature Manager

APPENDIX III: WATER MAIN EXENSION DEPOSIT AGREEMENT

This Main Extension Deposit Agreement will be completed by Iowa-American Water Company from the DATA sheet supplied by the depositor. (T)

WATER MAIN EXTENSION
AND DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this_____day of _____, 20 by and between IOWA AMERICAN WATER, _____, hereinafter called the "WATER COMPANY", and _____, hereinafter called the "DEPOSITOR".

WITNESSETH;

In consideration of the reciprocal covenants herein contained and of each act done or to be performed by the DEPOSITOR and the WATER COMPANY pursuant to this Agreement, the parties hereby agree as follows:

1. THE WATER COMPANY contracts and agrees to lay the main(s) and appurtenances as shown on the drawing attached hereto and made a part hereof, hereinafter called the "Main Extension", described and located as follows:

2. The WATER COMPANY shall construct the Main Extension with reasonable diligence consistent with good business and sound construction practices and the availability of labor, equipment and materials, but the means of making such construction, the methods and materials used therein and the scheduling thereof shall be matters within the exclusive control and determination of the WATER COMPANY.

3. The DEPOSITOR hereby agrees to deposit with the WATER COMPANY prior to commencement of construction of the Water Main Extension the cash or equivalent sum of $_____ amount being equal to the estimated cost of installing said Main Extension ($_____) less five (5) times the estimated annual revenue for _____ customers ($ _____) who shall be connected directly to such Main Extension between its original beginning and original terminus within (30) days of the date said Main Extension is completed. The deposit of the foregoing advance for construction cost shall include the associated income tax liability. The estimated annual revenue to be considered in making this allowance shall be based upon similarly situated customers of the WATER COMPANY. If the required deposit is not made prior to commencement of construction of the Main Extension, the WATER COMPANY shall have the right to revise The estimated cost of the Main Extension, and no work will be performed hereunder until the required deposit has been made. No adjustment of deposit will be made because of a variance between the estimated construction cost of the Main Extension and its actual cost of construction. (T)

4. The WATER COMPANY expressly reserves and shall have the right in the construction and installation of the Main Extension to determine the size of the water main required to supply the needs of the DEPOSITOR based on sound engineering principles, and further, shall also have the right to use, lay, and install pipe of a larger diameter than the size contemplated by this Agreement and as shown on the drawing attached hereto, provided, however, that the WATER COMPANY shall be responsible for the increased cost of the larger diameter pipe over the cost of the pipe contemplated by this Agreement. (T)

5. During the first ten (10) years after the date upon which the aforesaid deposit is made, the WATER COMPANY hereby agrees to refund to the DEPOSITOR in the following manner:

(a) during the first ten (10) years after the date of the deposit and after the stated number of original prospective customers, used for purposes of the allowance in Paragraph THIRD, are taking Water from this Extension, The Water Company shall make refunds to each additional new customer taking service through a service lateral directly attached to said Main Extension between its original beginning and original terminus, plus any fire service customer. Such refunds shall be made once in each calendar quarter for each new customer, including fire service based upon five (5) times the estimated annual revenues for each such customer based upon similarly situated customers of WATER COMPANY, plus an additional amount representing the associated income tax effect at the time of refund. Only one refund shall be allowed for each premise served by a service lateral attached to the Main Extension. (T)

(b) provided, however, that the total amount of the refunds to be made by the WATER COMPANY to the DEPOSITOR under this Agreement shall not exceed the original Deposit, without interest thereon, such Deposit being the limit of the WATER COMPANY'S obligation for such refunds hereunder, and that all or any part of the Deposit not refunded within said ten (10) year period shall become the property of the WATER COMPANY.

6. The Main Extension and all pipes, mains, meters and other equipment, apparatus and facilities of which said Main Extension is composed shall be and remain the sole property of the WATER COMPANY , the WATER COMPANY having the responsibility for maintenance and repair of the same, and the DEPOSITOR shall have no right, title or interest in such Main Extension or any part thereof by reason of or on account of the DEPOSITOR having made the Deposit hereunder.

7. It is expressly understood and agreed that if the WATER COMPANY shall be delayed or prevented from installing the Main Extension and other facilities, if any, herein above described because of its failure to secure pipe or other construction materials, or because of strikes, unusual delay in transportation, unavoidable casualties or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel and terminate this Agreement on thirty (30) days' written notice to the WATER COMPANY by registered mail and thereafter both parties shall be relived of all duties and obligations arising hereunder.

8. The rights created by the Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of the parties hereto.

(T/C)

9. This Agreement shall be valid and binding on the WATER COMPANY only when executed by its President, Vice President, or Director of Engineering.

10. Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to The WATER COMPANY at:

3409 Research Parkway
Davenport, Iowa 52806

and to DEPOSITOR at: _____ **:**

Executed in triplicate by the parties hereto on the first above written.

WITNESS **WATER COMPANY**

_____ **By** _____
Signature **President or designee**

WITNESS **DEPOSITOR**

_____ _____
Signature **Signature**

_____ _____
Signature **Signature**

DEPOSIT RECEIVED ON: _____

IOWA AMERICAN WATER

WATER MAIN EXTENSION AND DEPOSIT AGREEMENT

BASIS OF DEPOSIT

1. Estimated cost of installing main extension and lateral: $_____

2. Advance credits:

a. Original customers: _____

b. Estimated annual revenues per customer: $ _____

c. Total credit: [a x b x 5]: _____

3. Tax Factor: _____

4. Gross deposit (1 – 2c) : $ _____

Base deposit	**$**	_____	**12” deposit**
	$	_____	**8” deposit**
	$	_____	**6” deposit**
	$	_____	**Boring**
TOTAL	**$**	_____	