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TERRITORY SERVED

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

Clinton, Including environs in Clinton County, Iowa
Davenport, Including environs in Scott County, Iowa
Bettendorf
Riverdale
Panorama Park
Le Claire
Dixon
Blue Grass

(D)

(D)

(D)

(D)

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.

	<u>100 Gallons Per Month</u>	<u>Rate Per 100 Gallons</u>	
For the First	224	\$0.67750	(R)
For the Next	4,264	0.37190	(R)
For the Next	70,312	0.33880	(R)
For all over	74,800	0.23730	(R)

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.

<u>Size of Meter</u>	<u>Per Month</u>
5/8"	\$14.00
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

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.

Iowa-American Water Company
Water Tariff
Filed with the Iowa Utilities Board

3rd Revised Sheet No. 4G
Cancelling 2nd Revised Sheet No. 4G

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By: Randy A. Moore, President
5201 Grand Ave.
Davenport, IA 52807

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

APPLICABILITY

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

DEFINITION

QIP Period

The time period during which eligible QIP investments are placed in service. The initial QIP 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.

QUALIFYING INFRASTRUCTURE PLANT

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. (N)

The QIP-eligible projects will consist of the following:

- 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; (D)
(D)
- 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. (D)
(D)

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

RECONCILIATION

A reconciliation between authorized QIP revenues and actual QIP revenues will be conducted annually and filed with the Board within 60 days of the end of the QIP Period. Any under or over amounts billed, as verified by the Board, will be included in the next applicable QIP surcharge.

**RATE SCHEDULE NO. 1D – GENERAL METERED SERVICE – QUALIFIED
 INFRASTRUCTURE PLANT (“QIP”) SURCHARGE MECHANISM (Cont’d)**

DETERMINATION OF THE QIP SURCHARGE

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

$$\text{RECOV} = [(GM+NP) \times 0.48 \times DR] + [(GM+NP) \times 0.52 \times DR \times RF] + DE + R \quad (C)$$

Surcharge Formula By Class:

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

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 Period.

NP: Net Plant is the actual historical cost of eligible investment in excess of \$4,200,000 annually not including government-mandated projects, net of accumulated depreciation reserve and third-party reimbursements, during the QIP Period. If the initial QIP Period is less than one year, the minimum threshold shall be prorated accordingly. (N)

DR: Debt Rate, which equals 5.62% (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 1.4034. (C)

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 62.47%, Commercial 23.03%, Industrial 7.47%, Public Authorities 3.77% and Private Fire 3.27%.

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 Period, the Company will file its QIP surcharge factors within 30 days of the conclusion of that QIP 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. (N)

Iowa-American Water Company
Water Tariff
Filed with the Iowa Utilities Board

5th Revised Sheet No. 4J
Cancelling 4th Revised Sheet No. 4J

**RATE SCHEDULE NO. 1D – GENERAL METERED SERVICE – QUALIFIED
INFRASTRUCTURE PLANT (“QIP”) SURCHARGE MECHANISM (Cont'd)**

QIP SURCHARGE

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

<u>Customer Class</u>	<u>Monthly Surcharge</u>
Residential	\$ 0.00
Commercial	\$ 0.00
Industrial	\$ 0.00
Public Authorities	\$ 0.00
Private Fire Service	\$ 0.00

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

(D/N)

APPLICABILITY

(N)

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 Board Final Order in Docket No. RPU-2020-0001. These items are:

(N)
(N)
(N)

- 1) Docket No. RPU-2020-0001 rate case expense and unrecovered rate case expense from Docket No. RPU-2016-0002;
- (2) Current income tax savings resulting from the Tax Cuts and Jobs Act of 2017 (TCJA);
- (3) Unrecovered QIP Surcharge Mechanism reconciliation balances from TF-2018-0280 -2018 and 2019;
- (4) Unprotected excess accumulated deferred income tax (EADIT); and
- (5) Certain expenses related to the COVID-19 pandemic.

(N)
(N)
(N)
(N)
(N)
(N)

BALANCES AND SCHEDULE

(N)

Description	Total	Year 1	Year 2	Year 3
Rate Case Expense Docket No. RPU-2020-0001	\$1,576,585	\$525,528	\$525,528	\$525,528
Rate Case Expense Docket No. RPU-2016-0002	19,472	6,491	6,491	6,491
Tax Cuts and Jobs Act - Current	(543,003)	(543,003)	-	-
QIP over-recovery – 2018	(8,004)	(8,004)	-	-
QIP under-recovery – 2019	24,988	24,988	-	-
Tax Cuts and Jobs Act - EADIT	(6,299,191)	(2,099,730)	(2,099,730)	(2,099,730)
COVID-19	-	-	-	-
Total:	(5,229,152)	(2,093,730)	(1,567,711)	(1,567,711)

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

SURCHARGE/SURCREDIT

(N)

A surcredit in the amount of \$0.04181 per 100 gallons shall be applied to all billed usage.

(N)

RECONCILIATION

(N)

A reconciliation will be performed at the end of the first 12 months and filed with the Board within 60 days of the end of the 12th bill cycle. The prior year reconciliation will be added to the following year's schedule detailed above.

(N)
(N)
(N)

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**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.

2. DEFINITIONS

- (A) Board
 "Board" as used in these Rules shall be construed to mean the Iowa Utilities Board, sometimes hereinafter referred to as I.U.B.
- (B) Company
 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.
- (C) Customer
 "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.
 - I. Residential – Single premise residences or multiple premise residences where each premise is served through a single separate meter. (N/T)
 - II. 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. (N/T)
 - III. 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. (N/T)
 - IV. Public Authorities – Municipal, county, state or federal agencies including public schools, libraries, public hospitals, and public housing developments. (N/T)
 - V. Miscellaneous – Service provided is usually intermittent in nature and cannot be classified in any of the foregoing categories as defined above. (N/T)
 - VI. Sales For Resale – Private or public utilities where the service is resold to the customers of that utility. (T/D)

2. DEFINITIONS (Cont'd)

- | | | |
|-----|---|-------|
| (D) | Distribution Main | T |
| | "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 |
| (E) | Municipality | T |
| | "Municipality" refers to any City or County. | T |
| (F) | Service Line | T |
| | The pipeline leading from the distribution main to the plumbing system of individual premises is commonly called the "service line." Each service line consists of two parts: the Service Connection and the Customer Service Line. | T |
| | | T |
| (G) | Reserved | (D/N) |
| | | (D) |
| | | (D) |

2. DEFINITIONS (Cont'd)

(H) Reserved (D/N)

(I) Service Connection

The portion of the service line from the main in the street to the curb or property line is the "service connection". In Clinton County the service connection is owned, installed and maintained at the cost and expense of the Company. In Scott County the service connections are owned, installed and maintained at the cost and expense of the Customer. (T)

(T)

(T)

(T)

(D)

(J) Customer Service Line

The portion of the service line from and including:

- 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.

(K) Premises

"Premises" as used herein shall be restricted to the following:

- I. A building under one roof owned, leased or rented by one party and occupied as one residence or one place of business.
- II. 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.
- III. Each unit of a double or multiple-unit building wherein each unit is under separate ownership or lease.
- IV. Each unit of a double or multiple unit building served by a separate service line.
- V. A building owned or leased by a Customer, having two or more apartments, residences, offices, or suites of offices.
- VI. A single plot, used as a park or recreational area.

2. DEFINITIONS (Cont'd)

(L) Private Fire Service Connection

A "Private Fire Service Connection" is one to which is attached fixtures from which water is taken only for the extinguishment of fires.

(M) Temporary Service Connection

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

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

(N)
(D)

4. SPECIAL APPLICATIONS FOR WATER SERVICE

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

6. INSTALLATION AND MAINTENANCE OF SERVICE LINES

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.
- (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.
- (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.
- (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.
- (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.
- (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.
- (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.

6. 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.

6. 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

6. 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.

6. 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.

-
6. 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.
7. METERS
- (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 Special 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.
 - (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

13. DISCONTINUANCE OF WATER SERVICE

- (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.

13. DISCONTINUANCE OF SERVICE (Cont'd)

- (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.

(T)

14. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE

- (A) When water service to a premise has been terminated for any reason, other than for temporary vacancy in accordance with Rule 15, it will be renewed only upon the acceptance of a new application and after the conditions, circumstances or practices 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.
- (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.

14A. CHARGE FOR DAMAGED CURB STOP OR CURB BOX

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 14 of these Rules and Regulations.

15. TURN-ON CHARGE

- (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)** 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.

(D)

22. USE OF PUBLIC FIRE HYDRANTS

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 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.
- (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. LIABILITY OF COMPANY

- (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. (D)

(D)

25. OWNERSHIP OF PROPERTY

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.

26. PLUMBERS AND PLUMBING REGULATIONS

- (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.

27. GENERAL

- (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.

28. RULES A PART OF CONTRACT

The foregoing Rules and Regulations and Chapter 21 of the Board'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.