

2. Services constructed after the original funded construction of the wastewater collection and treatment system:
- One-time, non-refundable connection, engineering, title search and administrative, and Membership fees shall be charged for all services constructed following completion of the construction of the original funded project. All property owners must be Members to receive wastewater service on their property.
 - “Residential” or “Household” connections shall be charged in accordance with the following schedule:

Connection Fee (Plus Actual Construction Costs)	\$1,000.00
Engineering Fee	\$100.00
Title Search/Administrative/Inspection Fee	\$50.00
Membership Fee	\$50.00

- Commercial and Industrial connections shall be approved on a case-by-case basis, at the discretion of the Board of Directors, or designee, and shall be charged all applicable costs of construction AND capacity demand charges, in accordance with the following schedule:

<u>EDU’S</u>	<u>CONNECTION FEE</u>	<u>ENGINEERING FEE</u>	<u>ADMINISTRATIVE FEE</u>	<u>MEMBERSHIP FEE</u>
1	\$1,000.00	\$100.00	\$50.00	\$50.00
2	\$2,000.00	\$100.00	\$50.00	\$50.00
3	\$3,000.00	\$100.00	\$50.00	\$50.00
4	\$4,000.00	\$100.00	\$50.00	\$50.00
5	\$5,000.00	\$100.00	\$50.00	\$50.00

**The above table is based on EDU’s or “equivalent dwelling units”.*

E. RECONNECTION FEE:

Any user whose service has been disconnected, and requests restoration of service, shall pay a reconnection charge of the greater of \$1,000.00, or the actual cost to excavate and cap the service AND the actual cost to excavate and reconnect the service to the user’s plumbing.

F. AFTER HOURS / HOLIDAY SERVICE FEE:

Any honored request for reconnection or other service call made necessary by the actions or activities of the User, outside the normal operational hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and/or any such response occurring on a Holiday observed by the Association, shall result in an additional \$50.00 “After Hours / Holiday Service Fee”.

F. CHANGE OF TENANCY/OWNERSHIP FEE:

- New tenants or owners of a property with an existing service connection shall pay a non-refundable administrative fee of \$50.00.
- Where service has been previously disconnected, this fee shall be considered to be included in the reconnection fee for the account, as provided for in Section 1, Paragraph I-E, and shall not be assessed in addition to the this fee.

G. DEPOSITS FROM TENANTS:

- A deposit of \$80.00 shall be required for each residential and/or commercial tenant separately metered and separately billed. A new deposit shall be required at any time that all, or part, of the deposited funds have been applied towards a delinquent account.
- At the time of disconnection or transferal of the account to a new tenant, the deposit shall be applied to any current and/or delinquent balance for wastewater service.
- Any unused deposit will be refunded to the person or entity that paid the deposit (tenant or property owner) within thirty (30) days of the end of the last billing period of the tenant, provided the Association has received written notification from the tenant of his or her forwarding address.
- All accounts on tenant occupied properties must be brought current and all required deposits must be received, prior to the activation of wastewater services for a subsequent tenant on that property.

H. RETURNED CHECK FEE:

Checks returned for insufficient funds shall result in a \$30.00 “returned check fee”. Any applicable late payment charges shall also apply.

SECTION 2: MONTHLY BILLING ACTIONS:

- Bills for the rates and charges, as herein established by the Association, shall be payable within 15 days from the first day of each month and shall be paid at the Office of the Corporation of Regional Water or received in the office by the due date. The date of the postmark is not relevant.

- A. Readings from multiple services will not be combined for billing, irrespective of the fact that said services may be for the same or different premises, or the same or different users and/or members.
 - B. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the User and/or Member from their responsibility of payment.
- II. Any charges for service and any other applicable fees that have not been paid on or before the date due, shall be assessed a late payment charge of ten percent (10%) of the amount of the outstanding bill.
- III. The following actions shall be taken on overdue accounts:
- A. Following the assessment of the “late payment” charge, a notice shall be promptly created and mailed to the user. Said notice shall contain a statement noting the application of the late payment charge and informing the user of both the date that service will be disconnected, if payment is not received, and the amount required by that date to maintain waste water service for the account.
 - B. In the case of accounts where renters are billed for their landlord’s service account, provided that the landlord has secured and submitted an “Authorization for Release of Account Information and Re-Disclosure Form”, a copy of the tenant’s notice will also be mailed to the landlord, to allow him/her to pay the overdue charges prior to disconnection, if he/she so elects, to avoid reconnection charges for the account. Refusal by the landlord to bring the account current, prior to the scheduled disconnection date, shall result in the initiation of standard collection procedures, as contained herein.
 - C. Any bills remaining unpaid after thirty (30) days from the date due, shall result in the disconnection of wastewater service for the lot, parcel of land, or premises. This service shall not be reinstated until payment in full, of any and all delinquent and current amounts due and an additional reconnection fee, as described in Section 1, Paragraph I-E herein is made.
 - D. At the time of disconnection of the service, a “Disconnection Notice” tag shall be placed in a location deemed to be “highly visible”. Said tag shall show the date of disconnection, the operator performing the disconnection, and the amount due to allow reconnection of the service to take place.
 - E. Non-payment within sixty (60) days from the original due date shall constitute justification for Regional Water Inc., or its designee, to seek payment of these charges through those means available by law.
 - F. At the discretion of the General Manager, as the Board of Directors’ designee, all accounts at or beyond 60-days delinquent shall be submitted for formal collection action(s), by a reputable firm to be contracted by the General Manager, in accordance with any applicable provisions of the Iowa Administrative Code and the Fair Debt Collection Practices Act.
 - G. At the discretion of the General Manager, as the Board of Directors’ designee, all accounts at or beyond 90-days delinquent shall be submitted for formal small claims action(s), in accordance with any applicable provisions of the Iowa Administrative Code and the fair debt collection practices act.
 - H. All checks returned for insufficient funds shall result in a \$30.00 “returned check fee”, as described in Section 1.I.H.

III. HARDSHIP:

Payment plan considerations will be reviewed by the Association’s Board of Directors, or designee, for occurrences involving extenuating circumstances, circumstances beyond the Member’s control, and documented financial hardship.

IV. LANDOWNER OBLIGATION ON TENANT DELINQUENCIES:

- A. The property owner in whose name the Membership resides shall be responsible for payment of all bills incurred in connection with the service rendered.
- B. On a rental property, with a renter account, where the renter becomes delinquent in paying the account, the renter is subject to disconnection as outlined in the applicable paragraphs of Section 2.
- C. Provided the property owner/landlord has secured and submitted an “Authorization for Release of Account Information and for Re-Disclosure” Form, a copy of the Tenant’s Notice of Disconnection will also be mailed to the property owner/landlord to allow him/her to pay the overdue charges prior to disconnection, if he/she elects to do so to avoid reconnection charges.
- D. In the case that a renter vacates the property, the property owner/landlord shall be liable for the payment of the bill in full before service can be restored.
- E. Any available tenant/renter deposit funds shall first be applied to the overdue account balance, prior to billing the property owner/landlord for any remaining portion of the overdue balance.
- F. Refusal by the property owner/landlord to bring the account current shall result in the initiation of standard collection procedures, as outlined in the applicable paragraphs of Section 2.

SECTION 3: RENDERING OF BILLS:

It is hereby made the duty of the Treasurer, or designee, to render bills for wastewater service and all other charges in connection therewith and to collect all monies due therefrom.

SECTION 4: DEPOSIT OF REVENUES:

All revenues and monies derived from the operation of the wastewater system shall be paid to, and held by, the Treasurer, or designee. All of said sums and all other funds and monies incident to the operation of said system, as may be delivered to the Treasurer, or designee, shall be deposited in a fund(s) designated the "Revenue Fund Account(s)."

SECTION 5: SERVICE APPLICATION

I. Eligibility:

- A. Any bona fide owner of a single family dwelling; or to each residential unit in an auto court, duplex or multiple dwelling building; or a person holding property having reasonable accessibility to the system, who desires to have wastewater service supplied to his place of occupancy or property may subscribe to become a member by obtaining and completing an Application for Service and a User Agreement from the Association, as provided in the applicable sections of this document.
- B. Persons who receive the approval of the Board of Directors, or designee, may become a member upon subscribing, paying the applicable fees, and signing such agreements for service as may be provided and required by the Association, provided that no person otherwise eligible shall be permitted to subscribe for or become a member of the Association if the capacity of the Association's wastewater system is exhausted by the needs of its existing users.

II. Applications for Service:

- A. Applications for wastewater service shall be filed with the Association upon a form to be supplied by the Association.
- B. All applications shall state the name of the applicant and the premises to be served. All applications filed after the commencement of the operation of the wastewater system shall be accompanied any applicable fee(s), as provided in Sections 1, Paragraph I-D-2, and shall be immediately payable to the Association.

III. The Association may reject any Application for Service/Membership when:

- A. Necessary to comply with Executive Order 11990 (wetland protection), to minimize the loss of wetlands by any new development that converts a wetland, as identified on the applicable environmental assessment maps. The map locations are approximate and a request for service in the vicinity of an identified wetland shall result in contact with the Natural Resources Conservation Service (NRCS), who shall then be asked to review the exact site for a wetland determination.
- B. Necessary to comply with Executive Order 11988 (floodplain management), for any new development which takes place in a 100 year floodplain, as identified on the applicable environmental assessment and firm maps.
- C. Necessary to prevent the conversion of important farmland, as identified on the applicable environmental assessment maps. In areas receiving this determination, service will be restricted to agricultural use and single family sized services, unless it is identified as a planned growth area, by the County Board of Supervisors and/or Council of Governments.
- D. The applicant is delinquent in the payment of bills incurred for service previously supplied by the Association.
- E. The applicant's location of requested service falls outside the service area of the system and/or is not feasible, due to engineering, collection capacity, and/or treatment capacity limitations, or other applicable restraints/considerations such as interference with an existing service line or the collections of wastewater therein..

SECTION 6: CONNECTION TO THE COLLECTION SYSTEM:

- I. The Association shall install, maintain, and operate a network of collection mains and appurtenances, from the collection point of each Member's service line to the treatment facility.
 - A. At points, designated as "collection points", the Member's service line shall be connected to the Association's collection main.
 - B. The collection point shall serve as the demarcation point for purposes of determining responsibility for, and maintenance/repair of, collection system components. All plumbing beyond this point and within the residence or other structure being serviced by the wastewater system shall be solely the Member's responsibility.
 - C. The Association shall have the sole and exclusive right to use collection points to disconnect and reconnect wastewater services.
- II. Each Member shall be entitled to one (1) service line from the Association's collection point, unless otherwise approved by the Board of Directors, or its designee, and provided that the Member shall be required to pay the applicable fee(s) for each service line.
 - A. No new service line or change in an existing service line may be made which will interfere with an existing service line or the collections of wastewater therein.
 - B. Each member will be required to purchase, install, and maintain the necessary plumbing from the collection point designated by the Association to, and within, his or her own dwelling/structure. This piping must be installed so that the connection point is conveniently located with respect to the Association's collection mains.

- C. Each service line shall connect with the Association at the nearest available feasible location to the place of desired use, provided that the Association's remaining system capacity is sufficient permit the collection of wastewater through a service line at that place without interfering with the collection of wastewater through a prior service line. If the Association's capacity shall be inadequate to permit the collection of wastewater through a service line installed at such a place, without interfering with the collection of wastewater through a prior service line, a service line may be installed at such place as may be designated by the Association.
 - D. The installation of the Member's service piping and apparatus shall be constructed and installed in accordance with this resolution and comply fully with all applicable law(s), plumbing code requirements, and the manufacturers' recommendations for installed products. This piping and any other required apparatus shall be installed by a qualified person or plumber. The qualifications of said person or plumber may be subjected to approval by the Board of Directors, or designee.
 - E. If the Association is called upon to provide additional connections to collection mains, each connection shall be considered as a separate and individual account.
- III. The Member shall be responsible for any Association property placed on the user's premises to provide service and shall permit access to it only by authorized representatives of the Association.

In the event that any loss or damage to the property of the Association, or any accident or injury to persons or property, is caused by, or results from, the negligence or wrongful act of the Member, his/her agent(s), and/or his/her employee(s), the cost of the necessary repairs or replacements shall be paid to the Association by the Member. Any liability otherwise resulting shall also be assumed by the Member. The amount of such loss or damage, or the cost of necessary repairs and/or replacements, shall be added to the Member's bill and, if not paid, service may be discontinued by the Association.

SECTION 7: NEW SERVICES/EXTENSIONS TO AND RELOCATION OF COLLECTION MAINS:

- I. The Association will construct new services and make extensions of its collection mains to points within its service area. Approval of such extensions shall be subject to all Association Rules and Regulations, as contained herein. However, the Association shall not be required to make such installations unless the requesting party pays to the Association the entire cost of the installation and any other applicable fees as described herein.

All such approved extensions shall be evidenced by a contract signed by the Association and the person advancing funds for said extension. However, each contract shall be null and void unless approved by the Rural Development Administration and other governing bodies.

II. Construction of New Services and Extensions to Collection Mains:

A. The New Member(s) will be expected to:

1. Pay any applicable construction costs, connection fee(s), engineering fee(s), membership fee(s), and title search fee(s).
2. Grant any and all easement(s), where necessary to construct collection mains, service lines, and any other necessary system components and/or appurtenances.
3. Hook-up to the system when wastewater service is made available.
4. Pay all monthly bills and applicable sales tax(s).
5. If a new member fails to grant the necessary easements, all rights to wastewater service, as well as the fees paid to that date shall be forfeited.
6. If service is being requested on a property where easement was refused during the initial funded construction project, the applicant must pay all applicable construction costs and/or fees, to include:
 - a. Connection Fee of \$1,000.00
 - b. Membership Fee of \$50.00
 - c. Engineering Fee of \$100.00
 - d. Title Search and Administrative Fee of \$50.00
 - e. All applicable Material, Labor, Machinery, and Other Construction Costs
 - f. If (And Only If) Right-Of-Way easement was refused during initial system construction:
A penalty of not less than \$1.00/ft on the ground where the easement was refused (minimum of \$1,000.00 if the footage is less than 1,000 feet) and the total increased costs of constructing the alternate routing made necessary by the refusal of easement, as estimated by the Association's Engineer.

B. New Construction Right of Way (ROW) Easements:

1. Regional Water is a non-profit corporation and, as such, does not have the power of condemnation or right of eminent domain.
2. If the wastewater facility is to be constructed on private property, it will be done only via the granting of a voluntary easement by the property owner. The primary purpose of constructing the facility on private property is to be far enough from the road right of way that, should it later be changed, it would not be necessary to relocate the wastewater facilities.

3. If one individual owns the property on both sides of the road and refuses to grant the necessary easement, or if both he and the opposing neighbor refuse to grant easement, the line will either be constructed on public right-of-way, moved to some alternate location, or will not be constructed.
4. Should a land owner who refused to grant an easement prior to initial construction later request a service connection, where the Association was required to relocate the wastewater facilities in the public right of way or re-route the line at the Association's expense, the landowner must reimburse the Association for any additional costs, over and above the original estimated costs of construction, should the line have passed on the private right-of-way. In addition, the landowner must pay any other applicable fees and penalties, as described in Section 7, Paragraph II-A, and must grant easement across the property, as described in Section 7, Paragraph II-B.
5. Even if the above conditions have been satisfied, service shall only be provided if it is determined that there is sufficient system capacity to provide service at the location, without negatively affecting the users already on the System.

C. Damage During New Construction:

The Association shall make every effort to keep any damaged area(s) as limited as possible and to restore the damaged area, following completion of construction.

D. Damage Other Than New Construction:

Should it be necessary to re-enter a property at some later date, for line repair, replacement, or other maintenance and/or repair requirements, The Association shall make every effort to keep any damaged area(s) as limited as possible and to restore the damaged area, following completion of construction.

E. Other Damages During New Construction:

1. During new construction projects, all fences, tile lines, water lines, telephone drops, electrical cables, drainage tiles, or sewer lines that are cut by the contractor are to be repaired by the contractor.
2. The landowner should make an effort to notify the Association or contractor of any existence of buried facilities.
3. There will be pipeline trench settlement, after original construction. It is the contractor's responsibility to come back and repair such areas after settlement, for at least one year after the acceptance of the project.
4. Landowners must notify the Association of needed repairs, prior to the expiration of the twelve-month period of contractor liability.

III. Relocation of Collection Mains and/or Collection Point Connections:

- A. The Association shall be financially responsible for the relocation of collection mains and collection points, only in cases where such relocation is made necessary by the Association's actions/operations, or by a necessary or elected course of action of the Association's own volition.
- B. All relocations resulting from the Member's actions, or intended actions (or an agent acting on his/her behalf), shall be paid for by the Member or other responsible party.

SECTION 8: ASSOCIATION INSPECTIONS/LIABILITY

- I. The Association reserves the right to make an inspection of the Member's piping and apparatus during, or after, initial construction, but shall not be responsible therefore.
- II. The Association reserves the right to refuse service unless the Member's lines or piping are installed in such manner as it deems proper and/or for other conditions determined to be potentially detrimental to the system.
- III. The Association shall not be liable for damage of any kind whatsoever resulting from wastewater on the Member's premises, unless such damage results directly from negligence on the part of the Association.
 - A. The Association shall not be responsible for any damage done by, or resulting from, any defects in piping, fixtures, or appliances on the Member's premises.
 - B. The Association shall not be responsible for any negligence on the part of third persons, or forces beyond the control of the Association resulting in any interruption of service.

SECTION 9: PROHIBITED USES OF THE WASTEWATER SYSTEM:

- I. No person shall cause to be discharged any of the following described waters or wastes to the public wastewater system:
 - A. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - B. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, which might injure or interfere with the wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment facility.

- C. Any waters or wastes having pH lower than the level established by the Association or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the Association.
 - D. Solid or viscous substances in quantities or of such size that is capable of causing obstruction to the flow in collection mains, or any other interference with the proper operation of the wastewater system. Such as, but not limited to, ashes, cinders, sand mud straw, shavings, metal, glass, rags, tar, feathers, plastics, wood, unground garbage, whole blood, hair and fleshing, entrails, paper sishes, cups, feminine hygiene products, milk containers, etc., either whole or ground by garbage grinders.
 - E. Any storm water, surface water, ground water, roof runoff, subsurface drainage (including interior and exterior foundation drains) cooling water, or industrial process waters.
- II. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the wastewater collection and/or treatment system.
 - III. All users shall comply with any other use limitations, which may later be established by the Association.
 - IV. If any waters or wastes that contain substances or possess characteristics which are restricted and/or limited are (or are proposed to be) discharged to the wastewater system the Association may:
 - A. Disconnect the connection to the wastewater system;
 - B. Reject the waste;
 - C. Require pre-treatment to an acceptable condition for discharge to the wastewater system;
 - D. Require control over the quantities and rates of discharge and/or;
 - E. Require payment to cover the added costs of handling and treating the wastes not covered by existing charges.

SECTION 10: ACCESS TO PREMISES:

- I. The Association shall have access, at all reasonable hours, to enter all public and private properties for the purposes of inspection, measurement, sampling, and testing, in accordance with the provisions herein.
- II. All employees of the Association shall be issued, and be instructed to carry on their person while on duty, proper identification, which identifies him/her as an employee of the Association.
- III. Each member shall grant, convey, or cause to be granted or conveyed to the Association, a permanent easement and right-of-way across any property owned or controlled by the Member wherever said permanent easement and right-of-way is necessary for the Association's wastewater facilities and lines for the purpose of furnishing service to Users.

SECTION 11: CHANGE OF OCCUPANCY:

- I. Not less than one week's advanced notice must be given to the Association, in person or in writing, to discontinue service or to change occupancy. Until proper notice is given the outgoing user will be billed for service.
- II. The outgoing party shall be billed for all services up to the time of departure or the time specified for departure, whichever period is longer.
- III. Upon change of tenancy/ownership, a nonrefundable charge of \$50.00 shall be due and payable by the new tenant/owner, as well as any applicable deposit(s), in the case of a new tenant.
- IV. A reconnection fee will be assessed, for reactivation, in lieu of the standard \$50.00 change of tenancy/ownership charge, if the service was previously disconnected, due to non-payment or a request by the owner. Any applicable deposit(s) from the new tenant shall also be required.
- V. The provisions of this section shall not release those Members of the Association that elect to rent/lease their property(s) from responsibility for their tenant(s) usage of their wastewater service. Wastewater service for, and direct billing to, tenants is provided by the Association only as a service to the Member electing to rent/lease the property. The Association's agreement to provide wastewater service is with the Member and, consequently, the Member shall remain financially responsible for any unpaid tenant charges and fees incurred by his/her use of the property.

SECTION 12: SUSPENSION OF SERVICE:

- I. The Association reserves the right to discontinue service for the following additional reasons:
 - A. WITHOUT NOTICE:
 - 1. Conditions determined by the Association to be unreasonably hazardous.
 - 2. Use of equipment in such a manner as to adversely affect the Association's equipment or the service to others.
 - 3. In response to, or in an effort to prevent, fraud or abuse.

B. WITH NOTICE, IF POSSIBLE:

1. Emergency repairs.
2. Strike, riot, fire, flood, accident or any unavoidable causes.

C. WITH NOTICE:

1. Failure to pay charges and fees due, as provided in Section 2 of this document.
2. Willful disregard of the Association's rules and regulations.

- II. The Association may, in addition to prosecution by law, permanently refuse service to any person who tampers with any component and/or function of the wastewater system.
- III. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, as provided in Section 2 of this document.
- IV. For acts or incidents deemed to be severe, wanton, and/or malicious in nature, Membership Rights may be temporarily or permanently revoked by the Board of Directors or designee.

SECTION 13: TEMPORARY OR EMERGENCY SERVICE FAILURES:

- I. Temporary and/or emergency interruption of service shall be remedied with all possible dispatch.
- II. When practical, users will be give advance notice of any such interruption of service.

SECTION 14: ABRIDGMENT OR MODIFICATION OF RULES:

- I. No promise, agreement or representation of any Employee of the Association shall be binding upon the Association, except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Association.
- II. No modification of rates or any of these rules and regulations shall be made by any agent of the Association, without formal approval of the Board of Directors, except as outlined herein.
- III. Written Requests, Complaints, and Other Correspondence to the Board of Directors:
 - A. May be delivered to the General Manager, who shall cause all such written requests and correspondence to be presented, no later than the next scheduled regular meeting of the Board of Directors.
 - B. The General Manager may be contacted in person, or at the principal place of business which is 108 Highway 59, Avoca, IA 51521, telephone number (712)-343-2413
 - C. Written or oral requests, complaints, or other correspondence may be delivered directly to the Board of Directors at any Regular or Special Board Meeting.
 - D. Any reports and/or suggestions concerning operation of the system should also be made to the General Manager, or Board of Directors, in the above manner.

SECTION 15: ASSOCIATION RECORDS:

All records of the Association shall be kept at 108 Highway 59, Avoca, Iowa and the accounting system utilized shall be in accordance with the Uniform System of Accounts for Utilities.

SECTION 16: ACCOUNTS AND AUDITS:

- I. The Secretary and Treasurer, or designee, shall establish a proper system of accounts and shall keep proper records, books, and accounts in which complete and correct entries shall be made of all transactions relative to the Association.
- II. At regular annual intervals the Board of Directors shall cause to be made an audit of the books, by an independent auditing entity, to show the receipts and disbursements of the Association.

SECTION 17: CONFLICTS:

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

SECTION 18: RURAL DEVELOPMENT ACKNOWLEDGEMENT FOR CHANGES TO TARIFFS:

As long as any indebtedness is held by or guaranteed by the U.S.D.A. Rural Development Administration, any changes to the Water Tariff must have their acknowledgement.

SECTION 19: FORM OF USER AGREEMENT FOR ASSOCIATION MEMBERS:

**PERPETUAL WASTEWATER UTILITY EASEMENT
AND
WASTEWATER USER AGREEMENT**

Legal Description:

Local Address:

THIS AGREEMENT, is by and between _____, his/her/their successors and assigns (hereinafter the "Property Owner", and Regional Water, its successors and assigns (hereinafter "Regional Water").

The County of Mills, through its Board of Supervisors, has adopted a wastewater collection and treatment agreement with Regional Water. Pursuant to said agreement, each owner of property located within the designated limits and serviceable area of the unincorporated community of Mineola, shall be connected to a wastewater collection and treatment system provided by Regional Water and shall receive wastewater services provided by Regional Water, subject to the limitations and conditions stated herein.

All costs of design and construction of the original, funded wastewater collection and treatment facilities shall be paid by Regional Water, provided the Property Owner does not violate the provisions of this agreement and/or Regional Water's Tariffs; Pays Regional Water, upon execution of this agreement, a non-refundable Connection Fee of \$200.00 and a one-time Membership Fee of \$50.00 for a standard connection to its wastewater collection and treatment system; AND provided the Property Owner grants to Regional Water herein, a perpetual wastewater utility easement for the construction, operation, maintenance, removal and replacement of the wastewater facilities, together with rights of ingress and egress necessary for carrying out said activities.

The Property Owner, as the owner of record of the real estate described above, in consideration of the mutual promises contained herein, hereby grants, sells, transfers and conveys to Regional Water, its successors and assigns, an affirmative and perpetual easement in, to, and running with the above described real estate for the purpose of removal of existing wastewater facilities and for the construction, operation, maintenance, removal and replacement of a wastewater collection system, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of the Property Owner for the purpose carrying out said activities.

The facilities installed may include, but not be limited to, one or more service lines, individual grinder pump and pit, remote readout device, and appurtenances thereto as necessary for the proper operation of the wastewater collection system. Property Owner shall keep all vehicles and other private property off of the identified easement area and shall be prohibited from permitting, constructing, parking, planting or otherwise placing vehicles, structures, fences, driveways, gardens, trees (voluntary or planted), shrubs, or overgrowth of grasses or weeds in or over the designated easement area, prior to or during construction of the wastewater collection system, without the advance written permission of Regional Water. Regional Water shall backfill, shape and re-grade the area(s) disturbed during construction, repair, or reconstruction on the Property Owner's property. The Property Owner shall be responsible for any seeding, sodding, and replanting of gardens, grasses, trees and shrubs as a result of construction, repair, or reconstruction of the system.

Property Owner shall commence to utilize wastewater service from the system immediately, following notification that the wastewater service is available by Regional Water. All domestic septic and sewage wastewater exiting the building, including water from sinks, tubs, showers, water softeners, and laundry facilities shall be routed to the wastewater disposal system. No groundwater or storm water, including water from sump pumps, drainage tile, eaves and gutters or cisterns shall be drained into the disposal system. Regardless of use, the Property Owner and his/her/their successors and assigns shall be required to pay Regional Water a minimum monthly fee for wastewater service. Fees for services shall not accrue until the system is substantially complete and suitable for use by the Property Owner, unless completion is delayed by Property Owner. Regional Water shall give reasonable advance written notice of the date that said wastewater service fees shall begin to accrue. Payment of said fees may be enforced in the same manner and to the same extent as permitted by law for the enforcement of sanitary sewer service debts and may become a lien against the property. In addition, non-payment of monthly charges by the due date shall result in a surcharge of ten percent (10%) of the delinquent amount. Nonpayment within thirty (30) days of the due date may result in termination of the wastewater service to the premises.

The Property Owner further agrees to comply with and be bound by the Articles of Incorporation, Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures of Regional Water, now in force, or to be in force, or as hereafter duly and legally supplemented, amended, or changed. Property Owner also agrees to pay for wastewater services at such rates, times, and places as shall be determined by Regional Water, and agrees to the imposition of such penalties for non-compliance as are now set-forth in Regional Water's Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures or which may be hereafter adopted and imposed by Regional Water.

Regional Water shall make all necessary repairs to the wastewater collection and treatment system. However, beginning from Regional Water's collection point, where Property Owner's Plumbing connects to the collection main, upon or near the real estate described above, as determined by Regional Water, Property Owner is required to have a qualified person maintain and, as necessary, repair and/or replace, at Property Owner's sole expense, appropriate wastewater service piping and apparatus to meet their needs. Property Owner shall also be responsible for the cost of repairing any damages caused by the Property Owner's abuse or misuse of the system, as determined by Regional Water. Property Owner shall notify Regional Water in writing at least fourteen (14) days prior to commencement of any additions or improvements made to his/her/their property so that Regional Water can assess the impact of such additions or improvements on the wastewater collection system. If changes to the system are required as a result of said additions or improvements, the Property Owner shall pay all costs associated with the necessary modifications of the collection system. The Property Owner shall be responsible for all damages caused by a failure to timely notify Regional Water of the additions or improvements. If applicable, electrical power costs for operation of any collection or treatment system component owned by Regional Water and located on the Property Owner's premises, that is required for Property Owner's service shall be borne by the Property Owner.

This Agreement is binding upon the Property Owner and his/her heirs and/or assigns and this Agreement shall run with the land.

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

Property Owner

By: _____
Signature

By: _____
Signature

STATE OF IOWA, _____ COUNTY, ss:

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared _____, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Notary Public in and for the State of Iowa

Regional Water

By: _____
Signature

Print Name

**SECTION 20: FORM OF CHANGE OF OCCUPANCY NOTICE & TENANT/RENTER RECEIPT:
CHANGE OF OCCUPANCY NOTICE & TENANT/RENTER RECEIPT**

Account #:

Name:

Billing
Address:

Phone:

<u>OFFICE USE ONLY</u>	
First Notice	
Date:	_____
Contact:	_____
Staff:	_____

<input type="checkbox"/> Account Change	Meter Reading: _____
<input type="checkbox"/> Termination of Service	Date Read: _____

Required Fees and Deposits:

<input type="checkbox"/> \$50.00 Non-Refundable Service Connection/Account Set-Up Fee (If service is being transferred to new tenant or owner)	OR
<input type="checkbox"/> \$1,000.00 Non-Refundable Service Reconnection / Account Set-Up Fee (If service is currently disconnected / shut-off)	AND
<input type="checkbox"/> \$80.00 Tenant/Renter Account Deposit	

1. At the location shown above, the Association shall continue to provide wastewater service for domestic, farm and other purposes, as the tenant/renter presently desires in connection with their use or occupancy of such real estate, subject to the limitations and conditions stated below.

2. Beginning from the Association's collection point, upon or near the real estate described above, as determined by the Association, as was the previous customer, you are was required to have a qualified person maintain, at your sole expense, appropriate wastewater piping and apparatus to meet your needs.

3. You agree to comply with and be bound by the Articles of Incorporation, Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures of the Association, now in force, or to be in force, or as hereafter duly and legally supplemented, amended, or changed. You also agree to pay for service at such rates, times, and places as shall be determined by the Association, and agree to the imposition of such penalties for non-compliance as are now set-forth in the Association's Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures or which may be hereafter adopted and imposed by the Association.

5. The minimum monthly charge for each month shall initially be \$_____ plus sales tax. The Association's Board of Directors may, from time to time, in its sole and absolute discretion, change such monthly charge.

6. You will be billed at the end of each month and payment is due on or before the 15th of the following month. The failure of a customer to pay charges duly imposed shall result in the automatic imposition of the following penalties:

- a. Non-payment by the due date will be subject to a penalty of ten percent (10%) of the delinquent account.
- b. Non-payment within thirty (30) days from the original due date will result in the discontinuation of service. A reconnection fee would apply.
- c. Non-payment within sixty (60) days from the original due date shall, at the sole discretion of the Board of Directors of the Association or their designee, shall be ample justification for pursuing repayment through those means allowable by law.

7. This document serves only as a formal notice of the terms of the original Membership and User's Agreement and as such, refusal to execute this document shall not release the property owner from the provisions set-forth in the original agreements.

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

Regional Water, Inc.

Customer/Occupant

By _____
Regional Water, Inc. Representative

SECTION 21: FORM OF TRANSFER OF MEMBERSHIP/WASTEWATER USER AGREEMENT:

TRANSFER OF MEMBERSHIP/WASTEWATER USER AGREEMENT

Name: _____ Property Description: _____

Address: _____

Phone: _____

THIS AGREEMENT, is made between Regional Water, an Iowa non-profit corporation (the "Association"), and the person(s), firm, or other entity named above, as a Participating Member of the Association (the "Member") and PROVIDES AS FOLLOWS:

WITNESS:

WHEREAS, the previous property owner was a member that desired wastewater service for domestic, farm, and/or other purposes, from the Association, and entered into a Wastewater User Agreement, as required by the by-laws of the Association, that was binding upon the Member, his/her heirs and assigns, and that this original agreement "runs with the land".

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

1. At the location shown above, the Association shall continue to provide such wastewater service for domestic, farm and other purposes, as the Member presently desires in connection with the Member's use or occupancy of such real estate, subject to the limitations and conditions stated below.

2. The previous Member has granted to the Association, without further payment by the Association a perpetual easement in the form and of a nature requested by the Association concerning the real estate described above as was required for the purposes of installing, maintaining, removing, relocating and replacing wastewater facilities and related equipment in connection with its system, and has paid the Association non-refundable connection and membership fees for a connection.

*NOTE: Future increases in available capacity are not guaranteed due to the possibility of system capacity limitations.

3. Beginning from the Association's final delivery point upon the real estate described above, as determined by the Association, the Member is required to have a qualified person install and maintain, at the Member's sole expense, appropriate wastewater service piping and apparatus to meet their needs.

4. The Association shall continue to have exclusive rights of access to its wastewater facilities for the purposes of installing, maintaining, removing, relocating, and replacing these facilities.

5. The Member may not allow any other household, firm or corporation to utilize wastewater collection and treatment services from the Association, without prior written approval from the Association.

6. The Member agrees to comply with and be bound by the Articles of Incorporation, Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures of the Association, now in force, or to be in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for wastewater service at such rates, times, and places

as shall be determined by the Association, and agrees to the imposition of such penalties for non-compliance as are now set forth in the Association's Bylaws, Tariffs, Rules and Regulations, and Policies and Procedures or which may be hereafter adopted and imposed by the Association.

7. A one-time Transfer of Membership fee of \$50.00 is required at the time of execution of this transfer document. The minimum monthly service charge for each month of service shall initially be \$_____ plus sales tax and shall entitle the Member to service during that calendar month. The Association Board of Directors may, from time to time, in its sole and absolute discretion, change such monthly charges.

8. The failure of the Member to pay wastewater charges duly imposed shall result in the automatic imposition of the following penalties:

- a. Non-payment by the due date will be subject to a penalty of ten percent (10%) of the delinquent account.
- b. Non-payment within thirty (30) days from the original due date will result in the disconnection of service. A reconnection fee would apply.
- c. Non-payment within sixty (60) days from the original due date shall, at the sole discretion of the Board of Directors of the Association or their designee, shall be ample justification for pursuing repayment through those means allowable by law.

9. This document serves as a formal notice of re-assignment of the original Membership and User Agreement and as such, refusal to execute this document shall not release the new property owner from the provisions set forth in the original agreements.

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

Regional Water

By _____

Regional Water Representative

Member Signature

MEMBERSHIP CERTIFICATE

Membership certificate # _____ is hereby transferred and accepted in accordance with and subject to the conditions and restrictions stipulated by the Articles of Incorporation, Bylaws, Tariffs, and amendments to the same of Regional Water Rural Water Association. This association does not have Capital Stock, but its Membership Certificates shall represent its Capital. This Membership grants equal voting powers to all Members. Each Member shall have one vote only and voting by proxy shall be allowed.

SECTION 22: EFFECTIVE DATE:

This Resolution shall be in full force and effect from and after January 1, 2019.

Passed and adopted by Regional Water, Inc. of Shelby County in the State of Iowa on this 20th Day of December, 2018.

REGIONAL WATER

By: _____
Steven Barratt, President

Attest:

Richard Lee, Secretary