SECTION IV

Application for Service

Each person applying for a new water service or changes in an existing service will be required to submit appropriate application forms provided by the Council Bluffs Water Works and to pay all required fees and charges. The application shall include an agreement to abide by all Water Works rules and regulations and shall require furnishing such information as the Water Works may reasonably require.

4.1 Service Contract

A) Application for water service shall be made in person or by means of electronic forms available at https://www.cbwaterworks.com.

B) If there is no water service, see Section V.

C) Rejection of Application.

Applications for service through existing or new service connections may be rejected if:

1. The account of the applicant at the same or other location(s) is delinquent.

2. The purpose of the applicant, in the opinion of the Council Bluffs Water Works, is to circumvent discontinuance of service in another name because of non-payment of water bills or other infractions of these rules.

D) If the ownership of the building is subdivided, as in a condominium, each independently metered unit must complete and submit a service contract.

1. If there is an owner's association, with the General Manager's approval, has the service contract and is responsible for the contract terms.

4.2 Discontinuance of Services

A) Customers desiring to discontinue service shall notify the Council Bluffs Water Works and provide a mailing address to which the closing bill will be mailed. Failure to notify the Council Bluffs Water Works of discontinuation of service shall not relieve the customer of responsibility for payment of outstanding water bills or fees.

4.3 Deposits

A) Applicant will make a security deposit with the Council Bluffs Water Works in such amount as required by the rules of the Water Works Board of Trustees. This deposit will be returned to the applicant after a period of two years of no delinquency in payments due to the Water Works from applicant. If the account is closed before

completion of said two-year period, any amounts due for water service, and such other charges that may have accrued against applicant will be deducted from the refund otherwise due to applicant; the balance, if any, will be refunded to applicant.

B) The Council Bluffs Water Works, in its sole discretion, may waive a deposit where its account records disclose that the customer regularly pays water bills when due or where a new customer submits adequate evidence of financial responsibility.

4.4 Billing

A) Water to all services must be metered. Meters are furnished by the Council Bluffs Water Works and read by the Water Works on a bi-monthly or monthly basis. Bills are rendered at regular intervals at a bi-monthly or monthly period. In case of inability to read a meter for any reason, or of a meter failure to register, the water consumed shall be determined by estimate. Estimated bills will be based upon previous usage and seasonal conditions. If no consumption history exists for the property, the estimated consumption will be based on such other information, including typical use for similar customers as Council Bluffs Water Works may determine to be applicable.

B) High bills or unnecessary waste of water. The customer will be billed for all metered water whether or not intentionally taken or inadvertently wasted.

C) Payments may be made by mail or phone at the Council Bluffs Water Works office during regular business hours. Additionally, payments will also be accepted on the Water Works website https://www.cbwaterworks.com.

4.5 Default in Payment

A) A customer is in default of payment for water services if the payment is not made on or before the due date.

B) When a customer is in default of payment of an account for water supplied to his/her premises, or for fire services, the customer shall be charged a delayed payment (i.e., late) fee equal to 5% of the new charges not collected by the due date stated on the customer's billing statement. Within 35 days of billing and when necessary a final notice with shut off date will be sent via ordinary mail at a charge set by the Board. On the shut off date, at the discretion of the Administrative Manager, Council Bluffs Water Works staff may try to collect the delinquent payment or leave notice on the door of the delinquent service address, a fee as approved by the Board will be added to the account for this service. Any service may be shut off for delinquent payment on the shut off date at such charges as set by the Board. Customer is afforded a hearing to dispute charges, hearing procedures outlined below:

1. Customers shall notify the Council Bluffs Water Works immediately if they believe there is a dispute in the billing. Customer shall submit any evidence supporting their claim. A designated hearing officer will review the dispute and issue a decision within five (5) days after the hearing.

2. A customer may appeal the hearing officer's decision by submitting a written appeal to Council Bluffs Water Works to present any oral or written evidence supporting the claim. The General Manager, or a designee, shall review the appeal and consider all evidence presented.

3. Within ten (10) days after the appeal hearing, the General Manager, or designee, shall issue a written decision and mail it to the customer. The decision shall be final and conclusive on all issues presented in the appeal.

C) The Council Bluffs Water Works may cause a lien to be placed against property under Section 384.84 of the Code of Iowa. Any lien filing shall be in accordance with applicable provisions, including notice provisions of Section 384.84 of the Code of Iowa.

D) Failure to pay for water service and such other costs, present or prior address, as may accrue against said property in accordance with statements issued from the office of the Council Bluffs Water Works, as they become due and payable, shall cause the service at such property to be discontinued and a service fee must be paid, in addition to the regular statement before the water will be turned on at said service.

E) In case of violation of any of the rules and regulations adopted by the Board of Trustees, the regular authorized agents of said Water Works shall have the authority to turn off any water service where the owner, tenant, or agent or representative of such owner(s) or tenant is guilty of such violation.

4.6 Customer Responsibility

A) Protect the water meter from frost, freezing, and hot water damage. A charge will be made to the customer for the cost of such repairs. If the water meter should freeze, notify the Council Bluffs Water Works office at once. Customers shall not attempt to thaw out the meter.

B) The Council Bluffs Water Works does no plumbing. In case of a leak, the customer shall call a plumber, other than for a leaking meter. In case of leaks in the water meter, call the Water Works at once.

C) The owner of the premises served shall be the owner of, and responsible for all water service pipes and fixtures of every kind other than those defined in Section VI as maintained by the Council Bluffs Water Works. Water service pipes and fixtures shall include, but not be limited to, water service lines, valves, and interior plumbing. The owner, at his/her expense, shall protect, safeguard, and keep all of his/her water service pipes and fixtures in good working order. The Council Bluffs Water Works is not responsible for maintaining, repairing, or replacing water service pipes and fixtures or for any damages arising from the use or failure of any water service pipes and fixtures. Council Bluffs Water Works shall not be liable for damages due to the breakage or failure of any water service pipes or fixtures, even if such breakage or failure occurs during or arises from work performed by Council Bluffs Water Works. The damages for which Council Bluffs Water Works shall not be liable include any damages to

customer-owned valves or piping during operation of replacing meters by Council Bluffs Water Works and any damages for accidental or temporary failure in the supply of water.

D) The customer and owner shall operate valves and other appurtenances of their water piping system in such a manner that pressure surges are not transmitted to the Council Bluffs Water Works' water distribution system.

E) In the case where there has been water consumption, but there is no customer, the owner of the premises shall be liable for the cost of water consumed.

4.7 Unauthorized Use of Water

A) The obtaining of water service so as to avoid payment for such service, including but not limited to tampering with the meter or remote read-out, installing a bypass around the meter, turning on the curb box stop, connections for service without a meter, or by any other method, is prohibited and shall be cause for termination of service and revocation of the property's water service connection permit. The water service connection shall not be reactivated until the customer pays an amount equal to or greater than the termination amount, estimated water usage, and any applicable penalties.

4.8 Construction Water

A) Applicable to non-metered use of water during construction. The contractor shall be charged a 90-day construction water fee; at the rate set by the Council Bluffs Water Works Board of Trustees, in addition to the water service connection permit fee for each individual construction project. The 90-day construction water period shall commence when service has been requested to be turned on by the contractor or if the curb box stop has been determined to be turned on by CBWW personnel. Once the 90-day period commences the contractor shall be allowed to use water for general construction purposes, including concrete work, drywall installation, painting, and general clean-up. Construction water shall not be used for irrigation, landscaping, or in any manner deemed to be wasteful. Violation of the Construction Water Policy will result in immediate discontinuance of water service. Construction water service may be continued beyond 90-days at the request of the contractor and payment of the applicable pro-rated rate.