

**COON RAPIDS MUNICIPAL UTILITIES  
WATER SERVICE RULES**



**APPROVED BY THE BOARD OF TRUSTEES: MAY 21, 2020**

## **WELCOME TO COON RAPIDS MUNICIPAL UTILITIES**

We designed this handbook to help you understand COON RAPIDS MUNICIPAL UTILITIES's processes and procedures in order to provide you the best service possible. It covers topics ranging from service installation to meter reading to billing. Keeping you well informed is important to us, so we have compiled our Service Rules in this concise and easy-to-use format. If you have any questions about the Service Rules or COON RAPIDS MUNICIPAL UTILITIES, please feel free to call us at 712-999-2225 or stop at our Business Office at 123 3<sup>rd</sup> Avenue S.

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# STATEMENT OF OPERATION

## PRELIMINARY STATEMENT

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COON RAPIDS MUNICIPAL UTILITIES's (CRMU's) utility services are provided only in accordance with these Water Service Rules and applicable Utility policies and procedures. These rules are intended to ensure safe installation of facilities, long life of infrastructure, and that all customers are treated fairly. By accepting Utility services, customers agree to be bound by these Water Service Rules and applicable Utility policies and procedures.

The Board of Trustees of the Coon Rapids Municipal Utilities has approved and published the Water Service Rules to govern the distribution of water by the Utility. These Water Service Rules are adopted under the authority reserved for and granted to the Utility by applicable law, including the following:

- Municipal Home Rule authority under the Iowa Constitution, as amended (at the time of adoption of this Service Rule, Article III, Section 38A of the Iowa Constitution).
- Iowa Code section 384.84, as amended regarding the establishment, imposition, adjustment, and collection of rates and charges by the governing body of the city utility.
- Iowa Code Chapter 388.
- The exemption for municipal water utilities from Iowa Code Chapter 476 and regulation by the Iowa Utilities Board thereunder.
- Billing adjustments for overcharges and undercharges are an essential component of the rate setting and rate collection authority reserved for and granted to municipal utilities by home rule authority, Iowa Code Section 384.84 and Iowa Code Chapter 388.

These Water Service Rules are subject to change from time to time to ensure safe and efficient service and to comply with city, state, and federal statute and applicable administrative law.

All work shall be in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS) standards.

These Water Service Rules are intended to govern the overall operation of the Water Utility. Where a rule cannot be reasonably applied to a specific situation, the Governing Body reserves the right to decide on a resolution to the issue.

The Utility's records are maintained at the CRMU Business Office located at 123 3<sup>rd</sup> Avenue S, Coon Rapids, Iowa. Address all written correspondence to COON RAPIDS MUNICIPAL UTILITIES, 123 3<sup>rd</sup> Avenue S., Coon Rapids, Iowa 50058.

## DEFINITIONS

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The following words and phrases shall have the following meanings, as used in these Service Rules:

*Applicant*

Means a person, partnership, association, firm, public or private corporation, governmental agency, or legal entity applying to the Utility for service provided for in these Service Rules.

*AWWA*

Means American Water Works Association.

*Complaint*

Means a statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation.

*Contiguous Locations*

Means those locations where one customer has more than one building on the same property or on adjacent property separated only by a public right-of-way.

***Contract***

Means any claim, account, or demand against, or in agreement with, the Utility, express or implied.

***Contractor***

Means any person, firm, or corporation performing work for a customer.

***Customer***

Means any person, firm, association, or corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for the water service from the Utility.

***Delinquent or Delinquency***

Means an account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.

***Governing Body***

Means the Board of Trustees of the Coon Rapids Municipal Utilities, Coon Rapids, Iowa.

***IDNR***

Means Iowa Department of Natural Resources.

***Meter***

Means, unless otherwise qualified, a utility-approved device that measures and registers the quantity of water used.

***Premises***

Means a tract of land, building, or part of a building or facility to which services are provided.

***Refunds***

Means a repayment back to a customer \$5 or greater. Utility will not issue any refunds below \$5.

***Service Rules***

Means these rules as adopted by the Board of Trustees of the Coon Rapids Municipal Utilities, Coon Rapids, Iowa.

***Tampering***

Means any unauthorized connection or usage of service as defined in the appropriate theft of utility services policy or procedures.

***Timely Payment***

Means a payment on a customer's account made on or before the due date shown on a current bill for service, or in conformance with an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account.

***Utility***

Means Coon Rapids Municipal Water Utility – a.k.a. "CRMU".

***Water Service Line***

Means the water line carrying water from the Utility main to the customer's meter.



# **SERVICE**

## **TYPE OF SERVICE**

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### ***Extent of Service (Availability)***

Utility supplies customers with water from water mains through meters owned by the Utility or as otherwise noted. The property owner installs, owns, and maintains the water service line from the main to the meter in accordance with these Service Rules. If a water service line breaks or leaks, the property owner shall engage a bonded and licensed plumber to make the repairs. Utility may discontinue service if repairs are not made in a timely manner. Additional plumbing regulations of the City of Coon Rapids not addressed by these rules may apply.

Service will only be provided to parcels adjacent to or parallel to appropriately sized water distribution mains.

Please refer to the *No Private Wells* section for information regarding Utility service and private wells.

There will be only one address with one meter served by a service line except as listed below, or otherwise noted in these Service Rules.

#### **Multiple Occupancy Buildings**

There are 2 options for multiple occupancy buildings:

- Each Unit can be considered a separate customer and metered and billed separately.
- Property owner can assume responsibility for payment of water consumed by the tenants in apartments or offices under one roof. These units are billed under one meter.

Water cannot be resold.

#### **Combined Bill**

Any firm or corporation under one roof, or a group of buildings at one contiguous location, separated only by public property, may be furnished services through one or several meters. At Utility's discretion, customers served by more than one meter may receive a combined bill.

#### **New Mobile Home Parks**

Each mobile home park is considered a single customer and shall be billed accordingly. Water cannot be resold.

#### **Subdivisions**

New subdivisions served by Utility will conform to the Iowa Statewide Urban Design and Specifications (SUDAS) standards. Services will be metered and billed individually.

Existing subdivisions outside of the city limits where Utility does not maintain the water distribution system will receive a master meter only. The master meter registers the total of all of the subdivision individual users. This usage will be billed to the subdivision association or other responsible authority.

#### **Irrigation Systems (Commercial & Industrial)**

A second meter that is parallel to the domestic meter will be installed to measure water flow to irrigation systems or other systems in which the water does not flow into the Utility's wastewater system.

#### **Fire Protection System**

A water meter may be installed in the detector loop of a backflow preventer on a fire protection system. See the *Backflow Prevention* section for more information on backflow preventers on fire lines.

### ***Temporary Water Supply***

Utility may authorize a temporary water supply, if deemed necessary by the Utility.

### ***New Construction***

When a building is under construction and a water service line has been installed with a main valve and water meter, water may be consumed from the water service line for construction purposes.

Hydrant connections may be provided on a case-by-case basis. The Utility reserves the right to select the hydrant to be used. See the *Hydrants* section for more information.

### ***Industrial Customers***

All customers with a demand of at least 250,000 gallons per month ("Industrial Customers") are subject to the following additional terms and conditions.

#### **Character of Service**

It is Utility's intent to provide water to the point of delivery at a pressure between 40 psig and 100 psig. However, this pressure range cannot be guaranteed, but in no event should water pressure drop below 20 psig except during interruptions of service.

The Utility will not be held liable to provide peak day requirements for an Industrial Customer in any year which exceeds the peak day use of the previous year, unless 12 months' prior written notice of the intent to increase such use is given to the Utility to permit construction of added facilities where needed.

The Utility uses certain treatment chemicals in the water system. The Utility is not liable for any damage caused to any raw material, manufactured product, or process equipment resulting from the use of water that has been treated in the concentrations normally acceptable for potable water as defined by the applicable Drinking Water Standards.

Industrial Customers must eliminate any cross-connections between an Industrial Customer's own water system (such as a private well system) and the Utility's water distribution system to prevent cross-contamination of the Utility's system. Such cross-contamination may pose a risk to public health and safety, therefore failure to maintain the separation of any Industrial Customer's water system from the Utility's system may be grounds for disconnection.

Industrial Customers must comply with all applicable portions of the City of Coon Rapids Code, Iowa Code, Iowa Administrative Code, and federal regulation or law.

#### **Access and Relocation**

Industrial Customers must permit duly authorized Utility representatives to enter the premises at all reasonable times in order to carry out Utility-related tasks and services. Should an Industrial Customer request the Utility to relocate any part of its water distribution system or equipment or both, the Industrial Customer will reimburse the Utility for the actual cost of such relocation.

#### **Rates**

Rates for Industrial Customers shall be established by the Utility on a periodic basis.

#### **No Resale**

Industrial Customers shall not sell or otherwise dispose of any Utility supplied water to any other party except to a corporation or joint venture in which the Industrial Customer directly owns or controls an interest.

**Metering**

Industrial Customers must supply adequate housing for the meter with sufficient space adjacent to the meter to permit reading, maintenance, and testing. The housing must be heated by the Industrial Customer if required to prevent freezing. Industrial Customer must also provide adequate drainage up to 200 gallons per minute to facilitate meter testing.

In the event that more than one service from Utility's main is required by an Industrial Customer, the cost of all meters including installation except for first meter shall be borne by the Industrial Customer. The Industrial Customer is responsible for the cost of relocating any meter for their convenience after initial installation.

Industrial Customers shall reimburse the Utility for the cost of any special meter tests made at the Industrial Customer's request that discloses that the meters are recording accurately.

Industrial Customers' metering is also subject to backflow prevention requirements. See *Backflow Prevention* section for additional requirements.

**Fire Hydrants and Water Used in Fire Protection.**

The Utility has no obligation to supply fire hydrants for supplying water for fire protection. Any fire hydrants supplied by Utility are at the sole discretion of the Utility. To supplement these facilities, Industrial Customers may install, at their expense, such additional hydrants and/or sprinkler systems necessary or desirable on their own premises. All such hydrants and/or sprinkler systems on an Industrial Customer's premises shall be supplied from the downstream side of the Industrial Customer's metering equipment. See *Backflow Prevention* section for additional requirements.

**Maintenance Scheduling**

When possible, the Utility will contact an Industrial Customer in advance to schedule regular maintenance of Utility's facilities which may affect supply of water to the Industrial Customer. Not all activities that could interfere with the provision of water services can be anticipated and interruptions may occur from time to time.

The Utility's Service Rules also apply to Industrial Customers. In case of a contradiction between a provision of the remainder of the Service Rules and a term in this section, the more specific term shall govern.

**SERVICE CLASSIFICATION**

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Service classification shall be based on the type of service supplied and on similarities in customer demand characteristics. Service classifications shall be defined as part of the rate schedules adopted by the Governing Body. In addition, the Utility reserves the right to supply Industrial service in accordance with the provisions of a written contract. As nearly as practicable, rate schedules adopted by Utility shall reflect relative differences in the costs of providing various quantities of service to each customer class. The Utility reserves the right to assess additional charges to special classes of customers or customers in defined areas where the circumstances require additions or improvements to the water distribution system.

**Residential**

Residential water service is based on a facilities charge and base rate per gallon of water used.

**General**

General water service is based on a facilities charge and base rate per gallon of water used. It is for nonresidential customers with a monthly billing demand of generally less than 250,000 gallons.

**Industrial**

Industrial water service applies to customers with a monthly billing demand of generally greater than 250,000 gallons. A contract may be required for this class of service.

**WATER MAIN TAPS**

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**Responsibilities****Utility Responsibilities**

Utility is responsible for:

- Making all taps to the mains for water service connections.
- Installing the corporation stop.

**Customer / Contractor Responsibilities**

The customer is responsible for:

- Excavating the water main and shoring the hole as per OSHA specifications and Utility's safety standards.
- Installing the water service line from the corporation stop or tapping valve and sleeve to meter.

**Water Tapping Fee**

The customer or contractor will be charged for the cost of the water main connection for labor and materials provided by Utility. Utility will provide an estimated cost for the water main connection upon request. The Utility reserves the right to inspect all piping and plumbing connected to its distribution system to maintain the safety of the water supply. Service connections will not be provided if additional sources are in use (i.e., private well).

**Water Service Line Fee**

There is a one-time flat fee for connection to Utility's water distribution system based upon the size of the service line installed as follows:

Size	Fee
1"	\$400
1 ½"	\$500
2"	\$600
4"	\$650
6" and larger	\$750

These rates will be reviewed and revised as needed.

## **WATER SERVICE LINES**

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### ***Property Owner Responsibilities***

The property owner is responsible for purchasing, installing, and maintaining all water service lines in a serviceable condition so meters can be installed or removed as needed.

### ***Corporation Stops and Tapping Valves***

A water service line consists of a corporation stop or tapping valve and sleeve installed in the Utility's water main. A water service line is extended from the water main to the customer's property line, and a curb stop and riser or valve box is installed. The remainder of the service line terminates at the water service line's main valve. Corporation stops are considered part of the customer's service line.

### ***Adjacent Property***

Water service lines should avoid crossing adjacent private property.

### ***One to Two Inch Service Lines***

The minimum service size for new service lines shall be 1 inch. The service line curb stop / riser / riser box & rod / valve box & lid and any valves shall meet Utility specifications. If a service line is plastic, a tracer wire must also be installed on the entire service line with a connection point located by the outside shutoff.

### ***Additional Water Requirements***

If additional water is required, a meter with a larger capacity may be installed, up to the point where meter capacity equals service capacity. If additional capacity is required in the existing building or in an additional building, the customer shall install a new water service line from the Utility main.

### ***Service Line Breaks or Leaks***

If a water service line breaks or leaks, the property owner shall engage a bonded and licensed plumber within 48 hours after notification by the Utility. The line must be repaired or replaced within the timeframe required by the Utility. Utility may discontinue service until repairs are made.

If it is determined during repairs or construction that a customer's water service line contains lead materials, the Utility will require the customer to replace the lead portion with approved materials.

### ***Frozen Lines***

The customer is responsible for thawing and/or repair of frozen water service lines. The use of a welder to thaw frozen water service lines is prohibited.

### ***Backflow Prevention***

Utility's *Backflow Prevention Policy* governs backflow prevention, and requires, among other items, the following:

- A reduced pressure zone backflow preventer be installed on all fire lines and industrial water services.
- Installation of backflow preventers immediately downstream from the Utility's water meter or, in the case of a fire line, where the service enters the building. Backflow preventers cannot be placed in pits.
- Backflow prevention for isolation in residential applications for in-ground irrigation systems and swimming pools, boilers, or any other device that could allow polluted or contaminated fluids to

enter the building's water system. The City of Coon Rapids may have additional rules pertaining to backflow prevention for isolation of equipment.

- Testing of all backflow preventers annually by a certified backflow prevention test technician and the test results sent to Utility.
- Compliance with AWWA C510-07 and C511-07.

### ***Building Demolition***

When a building served or previously served by the Utility is demolished, it is the property owner's responsibility to disconnect all water services to the property by removing the curb stop risers or valve boxes and to disconnect the water service lines at the main. This shall be done before power is disconnected from the property. The only exception is if the property owner enters into a written agreement with Utility identifying that the current service line to the curb stop is approved material and declaring that the water service line will be utilized within one year.

### ***Inadequate Water Service***

When a building's water service line becomes inadequate and a new water service line is installed, it is the property owner's responsibility to remove the inadequate water service line, curb stop riser, or valve box, and disconnect the water service line at the main when the new water service line becomes active.

### ***Curb Stop Risers or Valve Boxes***

All curb stop risers or valve boxes installed on the customer's water service line shall be plumb and must be flush with the surface of the ground, street, or sidewalk and shall be maintained in that condition to avoid a hazard. All curb stop risers must be the telescoping type with a rod. Upon notification by the Utility, the customer must adjust the height of water service line valve box or curb stop riser to flush with the existing surface within 14 days. Customer is responsible for maintaining access and serviceability of the curb stop (i.e. free of debris/soil/etc.). Utility may charge customer for performing any maintenance to make the curb stop operational.

### ***No Private Wells***

Utility water customers are prohibited from operating private wells on properties served by the Water Utility, without prior approval of the Utility. Where a private well is allowed to exist on a property with Utility water service, the private well is only to be used for irrigation purposes. Plumbing modifications are required to eliminate any cross connections and backflow prevention is required on all (including residential) Utility Water Utility services in accordance with the *Backflow Prevention Policy*.

## **METERS**

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### ***Meters***

Utility owns and furnishes all water meters. Meters will be sized appropriately depending upon customer's demand.

### ***Additional Meters***

The Utility will supply the first water meter at a location. If additional water meters are required by a customer at one contiguous location, it is the customer's responsibility to pay for the additional water meter(s), including installation, and to reimburse the Utility for all maintenance and replacement costs, except for periodic testing.

### ***Meter Testing Upon Customer Request***

The customer may request a meter accuracy test of the meter servicing their account, providing that such test shall not be made more frequently than once in an 18- month period. If the test finds the meter accurate within  $\pm 5.0\%$  of the weighted average the customer will be billed for the test.

### ***Meter Damage***

The customer is responsible for all damage to, or loss of, Utility property located on the customer's property unless the damage or loss is due to the negligence of the Utility or by any act or omission on the part of the Utility or its authorized representative. The customer must protect meters from freezing or accidental damage and may not permit persons other than agents of the Utility to remove, inspect, or repair meters.

## **METER INSTALLATIONS**

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### ***Contractor Responsibilities***

Water meters shall be installed as close to the service entrance as possible. The contractor shall install Utility-furnished meter, couplings, flanges, yokes, re-setters and contractor-furnished lever, ball, or gate valve on each side of the meter.

Installations shall be in an accessible place with:

- A 4' clear frontal approach and clear access to the meter, with a minimum of 7' of head room, and
- A clear working area of 1' from either side of the meter centerline, a minimum of 6" from an adjacent wall to the nearest edge of the meter's main body and no closer than 6" or more than 3' from the floor.

### ***Meter Location***

Meters shall be installed near the service entrance but shall not be installed in the vertical position, near temporary partitions, in air or elevator shafts, in close proximity to belts, motors, fans, or machinery, in any place subject to excessive vibrations, extreme temperature, or in places dangerous to Utility Meter Readers and service technician.

### ***Bypass Plumbing – Two Inches or Less***

In cases where water meter installations are 2" or less in size and where the customer determines it is critical that water flow not be interrupted for meter maintenance, it shall be the customer's responsibility to install bypass plumbing around the meter with appropriate valving approved by the Utility. Bypass valving shall be sealed by the Utility to ensure proper use.

### ***Bypass Plumbing – Three Inches and Larger***

A test outlet and bypass plumbing is required for all meter installations 3" and larger. Bypass and test outlet plumbing shall be in accordance with the Utility's large water meter installation specifications. The meter testing outlet shall be extended to outside of the vault or building in which the meter is housed. The terminated end shall be equipped with a 2½" fire hose adapter.

### ***Installing More than One Meter in a Building***

Meters installed in buildings housing more than one customer must be clearly identified and marked as to which customer is being served by each meter. Meters shall be located in one central location, unless otherwise approved by the Utility.



### ***Optional Aesthetic Meter Enclosures***

Aesthetic meter installation enclosures are not recommended due to moisture problems. If Utility deems it necessary and approves the installation, it is the customer's responsibility to construct the enclosure as per the following guidelines, which are in addition to and in no way preclude or lessen any other requirements stated in the *Meter Installations* section. The enclosure shall be constructed with ventilation and shall be removed by the customer during meter maintenance.

### ***Meter Enclosures***

Meter enclosures outside and below ground level are not recommended due to sanitation and weather conditions. If Utility deems the meter enclosure necessary and approves the plans, it is the customer's responsibility to furnish all plumbing fixtures and construction materials and to construct and maintain the enclosure, according to the Utility's specifications, including protection from freezing and provisions for adequate drainage.

### ***Access to Meters***

Utility authorized representatives must have access to meters at all reasonable hours for the purpose of inspecting, testing, removal or setting, and reading meters. If access is not possible due to an obstruction on the customer's property surrounding the meter, it will be the customer's responsibility to provide access in a timely manner.

## **TAMPERING AND UNAUTHORIZED CONSUMPTION**

### ***Tampering***

Visible seals will be placed on bypass valves for the purpose of security. Breaking of these seals or tampering with meters, their associated equipment, or interconnecting piping is prohibited to maintain the safety and integrity of the system.

Evidence of tampering will result in an investigation based upon the Utility's theft of utility services policies and procedures. The parties involved will be subject to costs and penalties as described in the policies and procedures and may be prosecuted under the laws of the State of Iowa.

### ***Unauthorized Consumption***

Any unauthorized/unmetered water consumption, meter tampering or interference will be investigated. Any found violations may be subject to immediate disconnection.

## **WATER CONSERVATION AND EMERGENCIES**

In order to ensure the general welfare of the people of Coon Rapids, water resources should be used in such a way as to prevent waste and unreasonable use. Should an emergency arise and water availability becomes limited, water shall be curtailed in accordance with the Utility's Water Conservation Plan.

## **LIMITATION OF UTILITY LIABILITY**

Utility cannot guarantee a utility service will be free from interruptions or fluctuations in service. The Utility will not be liable for any injury, loss, or damage resulting from interruption, shortage or insufficiency of service, or irregularities of service (e.g., flushing, discolored water, pressure changes, etc.) unless caused by willful acts or gross negligence on the part of the Utility. In no event shall Utility be liable for consequential or punitive damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UTILITY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Utility is not liable for any damage to persons, property, or equipment, whether owned by a customer or third party, resulting from the use of a Utility service or from the presence of Utility equipment on or near premises.

## **RIGHT TO DENY SERVICE**

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All customers are required to maintain their property and water systems consistent with applicable building, safety, water, or other code standards. Utility reserves the right to deny service to any customer if the Utility determines that providing the utility service would create or perpetuate a hazardous, unsafe, or dangerous condition.

# **CUSTOMER RELATIONS**

## **APPLICATION FOR SERVICE**

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Customers may initiate utility services by visiting the CRMU Business Office at 123 3rd Avenue S., by calling 712-999-2225, or by visiting [www.crmu.net](http://www.crmu.net); however, signatures will be required on all accounts.

In order for the application to be complete, the applicant shall provide:

- Full name(s) of account holder(s), first and last name of other occupants
- Copy of Driver's License or Government Issued ID.
- Phone number(s)
- Social Security Number
- Employer and employer telephone number
- Collection of other customer information as required.
- Payment of all past due bills owed the Utility (including any utility service, fee, etc.)
- Determination of deposit, if applicable.
- Applicant's voluntary designation of a person or agency to receive a copy of any notice to disconnect service due to the applicant's nonpayment of a bill or deposit.
- An opportunity to enter into Budget Billing after one year of service at that location. This application may require other needed information.
- An opportunity to sign up for Automatic Payment. This application may require other needed information.

As soon as practical after the approval of an application, the Utility will supply service to the applicant in accordance with these Service Rules and at a rate established by the Utility for the applicant's appropriate class of service.

Premises receiving service must also comply with equipment provisions of the *Service* section of these Service Rules.

## **DEPOSITS**

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A deposit is intended to guarantee partial payment of bills for utility services. A deposit may be required prior to approval of the service application. In any case where a deposit has been refunded or is found to be inadequate, a new or additional deposit may be required upon 12 days' written notice to the customer.

### ***Credit Criteria for Initial Service Deposits***

A deposit may be required of an applicant if any of the following criteria exists:

- Past payment history with Utility is unsatisfactory.
- No credit history with Utility.
- New service is for a different rate classification than that for which the payment history was established.

### ***Initial Service Deposits***

An initial service deposit may be required for water service from applicants who meet the credit criteria above. The average amount of an initial service deposit will be \$100.

### ***Credit Criteria for New or Additional Deposits***

A 12-day written notice will be sent to a customer who is required to provide a new or additional deposit, if the initial service deposit has been refunded or is found to be inadequate.

A new or additional deposit may be required from customers who meet any of the following criteria:

- Customer has made two late payments, or received two Non-Sufficient Funds (NSF) check or Automated Clearing House (ACH) reject notices, or a combination of any two, in the previous 12 months.
- Diversion of services or fraud.

### ***Deposit Calculation Criteria***

A customer's deposit may be the higher of \$100 or the 2 highest monthly bills for the previous 12 months based on current rates. The highest meter reading in the previous 12 months may be adjusted for the following:

- Change in the number of persons serviced.
- Change in type of service.
- Installation or removal of conservation measures.

### ***Receipt for Deposit***

The Utility shall keep the following records concerning the deposit:

- The name and address of each customer on behalf of whom the deposit was made.
- The amount and date of the deposit.

### ***Interest on Deposits***

No interest will be paid by the Utility.

### ***Deposit Refund***

#### **Refund for Prompt Payment**

A deposit may be refunded after 12 consecutive months of prompt payment, which includes 11 timely payments and 1 automatically forgiven late payment. The deposit will be refunded to the customer or the customer's account. If a customer is not eligible to have their deposit refunded after 12 months, their account will be reviewed every 12 months to determine refund eligibility.

#### **Refund for Termination of Service**

Upon termination of service, the deposit, less any unpaid bill for the combined utility account shall be reimbursed to the person who made the deposit.

### ***Unclaimed Deposits and Overpayments***

A record of each unclaimed deposit or overpayment will be maintained for a period of 2 years from the date service is terminated. During that time, Utility shall make a reasonable effort to return the funds. Deposits or overpayments remaining unclaimed 1 year after termination of service will be transferred to the State of Iowa in accordance with Chapter 556, Code of Iowa.

## **BILLING INFORMATION**

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Monthly meter readings are taken on dates designated by the Utility. If a meter cannot be read an estimated reading may be used. Failure to provide Utility access to read the meter on a monthly basis may result in disconnection.

Customers are billed monthly according to the appropriate rate schedule for metered service received during the billing period.

### ***Billing Form***

Utility may show the following information on the bill, or advise the customer (on the bill) that the information can be obtained by contacting Utility:

- The actual or estimated meter readings at the beginning and end of the billing period.
- The date of the meter readings.
- The number and kind of units metered.
- The identification of the applicable rate schedule.
- The account balance brought forward and amount of each charge for rate-schedule-priced Utility service, sales tax, other charges, late payment or other charges and total amount currently due.
- The last date for timely payment shall be clearly shown and generally not be less than 20 days after the bill is rendered.

### ***Bill Payment Terms***

A bill is due and payable when rendered and is generally considered delinquent after 20 days from the time it is rendered. A bill is considered rendered by Utility when deposited in the U.S. mail with postage prepaid or when sent electronically to an email account that a Customer has provided to Utility or when delivered by Utility to the last known address of the party responsible for payment. A late payment charge of 1.5% of the unpaid balance or a \$5 minimum will be assessed on past-due accounts. Each account will be granted 1 forgiveness of a late payment charge in each calendar year.

Customers can pay bills by mail, credit card, direct payment at the Utility Business Office, or direct deposit through a financial institution.

Failure to receive a properly rendered bill does not entitle the customer to relief from late payment charges. In addition to this late payment charge, disconnection and reconnection charges may still apply.

### ***Partial Payments***

Partial payments will be applied to the various Utility products or services utilized by the customer in accordance with Utility billing practices for the combined service account and not just to the water utility. Utility bills multiple utility services (e.g. electric, natural gas, water, wastewater, etc., etc.) to a property or premise as a combined service account; therefore, subject to Iowa Code 384.84(3)(b) – water service may be discontinued if the combined service account becomes delinquent. The late payment charge shall apply only to the bill amount outstanding after the due date.

### ***Returned Checks and ACH Rejects***

A service charge is assessed to any customer whose check is returned unpaid or ACH payment is rejected by the financial institution on which it is drawn. The service charge shall be in addition to the late payment charge if the check or ACH is not made good prior to the delinquent date of the bill. If one or more checks are dishonored or ACH payments rejected within a 6-month period, Utility may require future payments by cash, cashier's check, or money order.

## ***Budget Billing***

Budget Billing is available to residential customers who have 12 months of good credit history on their account. This plan is designed to limit the volatility of a customer's bill and maintain reasonable account balances. Budget Billing

- is offered to each eligible customer after one year of service at that location;
- is available to existing eligible customers upon request anytime during the calendar year; and,
- may be cancelled at any time upon request of the customer.

The Budget Billing amount is calculated at the time of entry into the plan. It will be recalculated at least annually, but can also be recalculated monthly, quarterly, when requested by the customer, or whenever price, consumption, or a combination of factors results in a new estimate differing by 10 percent or more from that in use.

When the amount is recalculated, the account balance is divided by 12, and the resulting Budget Billing amount is adjusted.

Irrespective of the account balance, a delinquency in payment shall be subject to the same collection and disconnection procedures as other accounts, with the late payment charge applied to the Budget Billing amount. Utility may terminate Budget Billing after 30 days of delinquency. Balances are addressed as follows:

- Any balance due shall be paid at the time of termination.
- If there is a credit balance, the balance will apply towards future charges or a refund issued by check.

The Utility is not required to offer a new Budget Billing plan to a customer for 6 months after the customer has discontinued Budget Billing.

## ***Payment Agreements—Residential Customers***

Utility follows the most updated version of the Iowa Association of Municipal Utilities "Municipal Utility Disconnection Handbook" – 2019, for policies and procedures associated with payment agreements. A copy of this handbook is available on CRMU's website.

## ***Meter Reading***

All meters shall be read on a monthly basis. All meters shall be read for the beginning and termination of service to a customer. In the event the meter cannot be read on the monthly basis, the Utility will estimate the usage based on previous consumption.

## ***Customer Requested Meter Test***

A customer may request a meter test, providing that such test shall not be more frequently than once each twelve months. If the meter is within the allowable tolerance for meter error, the customer shall be billed for the test in an amount established by the Board of Trustees.

## ***Adjustment of Bills after Issuance (Meter Error and Non-Meter Error)***

Customers of the Utility shall have the duty to review billing invoices and other billing communications from the Utility, to monitor their utility usage, and to notify the Utility promptly if any billing appears out of the ordinary or excessive in general or relative to prior billings and usage. Such notice shall be given to the Utility's Office. Failure to promptly notify the Utility of a potential or suspected billing overcharge may be a basis for denial of a request for a refund or credit for an overcharge for the time period after the Customer was aware of or suspected the potential overcharge.

Bills may be adjusted for the following reasons:

**Meter Error**

- Meter test has an average error of more than  $\pm 5.0$  % weighted average in addition to the errors allowed under the accuracy class of the meter.

For metering installations the weighted average shall be the arithmetic average of the percent registration at 20 percent of rated test capacity and at 80 percent of rated test capacity giving the 80 percent of rated test capacity a weight of four and the 20 percent of rated test capacity a weight of one.

- Meter failure, which results in the meter failing to register the amount of gas supplied during any period.

**Non-Meter Error**

- Incorrect reading of the meter.
- Incorrect application of the rate schedule.
- Incorrect connection or configuration of the metering installation.
- Computation, typing or human errors.
- Other similar reasons.

**Limitation of Billing Adjustment**

- When a customer has been overcharged or undercharged as a result of a meter error or non-meter error, the amount of the overcharge or undercharge shall be adjusted, refunded or back billed to the customer. If the date that the error began can be determined, such date shall be the starting point for the determination of the amount of the adjustment. If the error date cannot be determined, it shall be assumed that the error has existed as one-half the time since the meter was installed or last tested; however, the time period for which the utility is required to adjust, refund or back bill the customer's account shall not exceed one year.
- In the case of a failure to promptly notify the Utility or the Customer, as applicable, of a potential or suspected overcharge or undercharge, there shall be no recovery of an undercharge or refund or credit for an overcharge for the time period after the Customer suspected or was aware of the potential overcharge or the Utility suspected or was aware of the potential undercharge.

**Refunds**

If the recalculated bill indicates that \$5 or more is due to an existing customer a refund will be given for the full amount of the difference between the amount paid and the amount recalculated. Refunds will only be made to the existing customer receiving service through the metering installation found in error.

**DISCONNECTIONS, DENIALS, AND RECONNECTIONS**

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***Customer Initiated (Voluntary)***

**Temporary Disconnections and Reconections – Meter (Voluntary)**

Upon reasonable notice by a customer, Utility may make temporary disconnections for the customer's convenience. The customer may be required to pay a charge for disconnection and for reconnection. The customer will be advised of the charges at the time of the request.



**Permanent Disconnections (Voluntary)**

A customer requesting permanent disconnection shall provide a minimum 1 business day's notice to Utility. The customer will be advised of the charges at the time of the request.

***Utility Initiated (Involuntary)*****Just Cause for Disconnection or Denial (Involuntary – Other than Nonpayment)**

Utility reserves the right to refuse or disconnect service for any of the reasons listed below, subject to the provisions of this section and other provisions of these Service Rules. If a customer fails to comply with a rule of the Utility, a 12-day written notice will be given, allowing the customer time to comply with the Service Rules. Except for reasons given in the first four items below or disconnection at the customer's request, no service will be disconnected unless the Utility is prepared to reconnect the service within 24 hours. A reconnection charge is posted to the account when the disconnection results from an act or omission on the part of the customer.

One written notice, including all reasons for the notice, will be given where more than one cause exists for disconnection of service. In determining the final date by which the account is to be settled or other specific action taken, the days of notice for the causes shall be concurrent.

Reasons for refusal or disconnection without notice are:

- Existence of a hazardous condition, as determined by Utility.
- Customer use of equipment in such a manner that will adversely affect Utility's equipment or service to others.
- Tampering with Utility-furnished/owned equipment. (For the purposes of these Service Rules, a broken or absent meter seal or lock alone does not constitute tampering).
- Unauthorized use or resale of the Utility's service.

Reasons for refusal or disconnection with notice are:

- Violation of or noncompliance with these Service Rules.
- Failure of the customer or prospective customer to furnish service equipment, permits, certifications, or rights-of-way specified by the Utility as a condition of receiving service.
- Failure of the customer or prospective customer to fulfill his contractual obligations for service or facilities.
- Failure of the customer or prospective customer to permit the Utility safe and reasonable access to its equipment.
- Condition of the service creates a hazard to the distribution system.

**Disconnection and Reconnection Fee (Involuntary – Other Than Nonpayment)**

For any disconnection or reconnection pursuant to these Service Rules, the customer shall pay the current Utility applicable rates for labor, equipment, and materials.

***Utility Initiated (Involuntary – Due to Nonpayment)***

Utility reserves the right to refuse or disconnect service for nonpayment of the bill or deposit, subject to the provisions of these Service Rules. Utility bills multiple utility services (e.g. electric, natural gas, water, wastewater, etc., etc.) to a property or premise as a combined service account; therefore, subject to Iowa Code 384.84(3)(b) – ALL utility services (i.e. water) may be discontinued if the combined service account becomes delinquent. Utility may disconnect service after a minimum 24-hour notice (and without a 12-day written notice) for failure of the customer to comply with the terms of a payment agreement.

**Written Notice**

Utility shall give a 12-day written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice, that service will be disconnected if the account is not settled. Notice shall include a telephone number where a representative qualified to provide additional information about the disconnection can be reached. Each Utility representative should provide their first name to the caller and have immediate access to current, detailed information concerning the customer's account and previous contacts with Utility.

**Multi-Occupancy Premises**

If the disconnection will affect occupants of residential units leased from the customer (renters), the premises of any building known by the utility to contain residential units affected by disconnection must be posted, at least 48 hours prior to disconnection, with a notice informing any occupants of the date when service will be disconnected and the reasons for disconnection.

**Landlord Notification**

In the cases of a residential customer, if attempted contact is unsuccessful, and Utility has reason to believe that the residential customer is a renter, the landlord, if known, may be contacted to determine if the customer is still in occupancy, and if not, his present location. The landlord may also be informed of the date when services may be disconnected.

**Avoiding Disconnection – Disputed Bill**

If the customer has received notice of disconnection (either 12-day or 48-hour) and has a dispute concerning a bill for water service, the customer may dispute their bill by notifying Utility of the reason for the dispute. The customer must pay the undisputed part of the bill. Utility will not disconnect water service for 45 days from the date the bill was mailed while the dispute is being resolved between the customer and Utility.

***Disconnection***

Disconnection of a residential customer will take place between the hours of 7 AM and 2 PM on a weekday and not on weekends or holidays.

**Personal Contact**

When disconnecting service to a customer, Utility shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for paying the bill to inform the customer of the pending disconnection and available remedies.

If the attempt at customer contact fails, the premises will be posted with a notice informing the customer of the pending disconnection. The notice shall be posted at least 24 hours prior to disconnection. A posting charge is assessed to all accounts requiring a posting notice. The posting charge is reviewed periodically and adjusted as needed.

***Reconnection***

If a disconnected customer makes payment or other arrangements during the business hours of Monday – Friday, 7 AM to 2 PM, all reasonable efforts will be made to reconnect the customer that day. Before reconnection, all outstanding account balances must be paid.

**Reconnection Charge for Nonpayment**

For any reconnection of service pursuant to these Service Rules, there is a reconnection service charge during normal working hours.

Additional charges apply for reconnection of service outside normal working hours. Reconnection charges are reviewed periodically by the Utility and adjusted as needed.

## **CHARGES FOR SERVICES**

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### ***Charged Services***

Customers may be billed for the cost of services that are not Utility's responsibility, including the following:

- All laboratory or testing services will be billed at the applicable rates for labor and materials.
- Service line fees, connection fees, labor, etc. as applicable.

### ***Non-charged Services***

The customer will not be billed for services or equipment for which Utility is responsible.

### ***Underground Facilities Locating***

Customers should call Iowa One Call (811 or 1-800-292-8989) no less than 48 hours in advance of beginning work. Every effort to locate the underground facilities correctly will be made by Utility, but the Utility cannot guarantee its location nor be held liable. Utility will not locate private services as a practice, but may provide locates with or without charge to customers as a courtesy, provided the customer waives any responsibility or liability to the Utility for any damages incurred since the Utility cannot guarantee the accuracy of the locations.

## **CUSTOMER COMMUNICATIONS**

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### ***Utility Customer Representative***

A Utility representative charged with customer communication should give their first name to the customer, whether communication is in person or by telephone. The representative should have immediate access to current detailed information concerning the customer's account and previous contact with the Utility and shall be properly qualified and instructed in the screening and prompt handling of complaints.

### ***Telephone Procedure***

Telephone number 712-999-2225 is attended continuously 9 hours a day, Monday-Friday for the handling of problems or complaints. Customers can also page out Utility on-call personnel at 877-999-4572 for emergency purposes.

### ***Complaint Procedure***

Customers should contact a Utility Customer Service Representative to initiate a complaint. The complaint may be pursued with the appropriate Supervisor, Manager, Director, and the General Manager, in that order, if the customer is not satisfied with the initial handling of the complaint.

Complaints concerning the charges, practices, facilities, or services of the Utility will be investigated promptly, thoroughly, and courteously. Utility keeps records of written complaints sufficient to enable review and analysis of its procedures and actions. Based on Utility staff judgment, customers may be asked to submit complaints in writing. The complaint should include the following information:

- Name(s) of complainant
- Address(es) of complainant
- Telephone number(s) of complainant
- Nature of the complaint
- Relief sought

A written complaint may be filed with the Chairman of the Board of Trustees if the customer is not satisfied with the General Manager's handling of the complaint. If the Chairman of the Board believes the customer's complaint warrants further attention, the Chairman of the Board may place the complaint on the agenda of the next regularly scheduled Board meeting for the ultimate resolution of the complaint by the Board of Trustees.

A customer who is unable to travel need not appear before any Utility official described above in person to explain the nature of their complaint. They may do so by telephone or in some other mutually agreeable fashion.

## **CUSTOMER OBLIGATIONS**

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Acceptance of any Utility service obligates a customer to all conditions of service set forth by the Utility, and these Service Rules. Customers may request a copy of the Service Rules by contacting Utility Customer Service Representatives at 123 3<sup>rd</sup> Avenue, Coon Rapids, IA, by calling 712-999-2225, or by viewing the Service Rules on [www.crmu.net](http://www.crmu.net). The Utility reserves the right to revise the Service Rules and conditions of service at any time.

### ***Use of the Utility's Facilities by Customers and Others***

#### **Utility Facilities**

The customer or any third party shall not, without written consent from Utility, use any of the poles, structures, or other Utility facilities for fastening thereto, support, or for any other purpose whatsoever. Nor shall the customer or a third party locate anything in such proximity to the Utility's facilities that will cause, or be likely to cause, interference with service or a dangerous condition in connection with unauthorized use of Utility's gas facilities.

#### **Non-liability of the Utility**

The Utility assumes no liability for unauthorized attachments, equipment, or appurtenances whether attached by individuals or companies. Upon becoming aware of such attachments, Utility will remove them immediately. In the case Utility personnel become aware of illegally attached pipes, equipment, or appurtenances that are of a hazardous nature to life, limb or property, such attachments will be removed immediately by the Utility without notification.

### ***Customer Liability for Damages or Alterations***

#### **Customer Liability**

The customer is responsible for all damage to, or loss of, Utility property located on customer's premises unless the damage or loss is due to the negligence of the Utility or by any act or omission on the part of the Utility or its authorized representative.

#### **Protection of Utility's Facilities on Customer's Premises**

All equipment installed by the Utility at its own expense is the Utility's facilities. Customers are responsible to protect the Utility's facilities on the customer's premises and not interfere with or alter, or permit interference with or alteration of the Utility facilities except by duly authorized Utility representatives.

Under no circumstances or conditions shall any person who is not a Utility representative connect to or disconnect from any meter, or disturb any connections between the meter and the service after the meter has been installed. All gas services must be connected or disconnected only by an authorized Utility representative. Any tampering constitutes theft of service and may lead to disconnection as outlined in the appropriate theft of utility services policies and procedures.

## ***Customer Equipment***

### **Customer Equipment Standards**

Except for facilities defined in *Extent of Service*, the customer is responsible for all equipment on customer's premises. The installation and maintenance of customer facilities shall be consistent with applicable standards imposed by these divisions of the Service Rules dealing with special conditions of service, applicable engineering practices, and any other applicable statutory or administrative law.

### **Utility Not Liable**

No inspection or approval by the Utility of a customer's compliance with the *Service* section shall be construed to impose any duty or liability on the Utility, but shall be considered solely for ensuring protection of Utility's property and for ensuring the continuity of service to customers.

## **CUSTOMER PREMISES**

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The customer and owner grant to Utility, without charge, right-of-way over and on the premises on which Utility-owned equipment and structures are located. Access to the equipment and structures is granted to the Utility for installation, inspection, testing, repair, and other functions necessary for the maintenance of satisfactory service.

# **WATER MAIN EXTENSIONS, IMPROVEMENTS, & HYDRANTS**

## **GENERAL**

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A water main may be extended provided there is reasonable expectation of future revenue being generated to justify the extension. All water main extensions will conform to the requirements of the Iowa Department of Natural Resources (IDNR), the City Code of Coon Rapids, Iowa, and these Service Rules.

Water main extensions shall be sized to meet minimum fire flow calculations.

Water mains may be enlarged when existing mains are insufficient in size to give adequate pressure and service to meet the demands of residential, commercial, or industrial customers.

All work shall be in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS) standards.

Any water main extension, enlargement, or water system improvement that is not provided for in these Service Rules may be referred to the Governing Body.

## **WATER MAIN EXTENSIONS**

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### ***Main Extensions within the City Limits***

#### **Extension Design**

Water mains may be extended to new subdivisions or housing developments in the City by contract between Utility and the developer. Utility shall design the extension in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS) standards. The pipe sizes of the main extension shall be predicated on the anticipated demand for the development for the next 25 years including fire protection.

#### **Cost Estimate**

The contract shall provide for the developer to advance to the Utility the total cost of the extension, as calculated by the Utility, prior to ordering materials and beginning construction. Utility will design and construct the water main extension in a manner consistent with future development considerations and minimum fire flow calculations at actual cost to the Utility.

During the construction process, if an unforeseen problem occurs that could result in the final project costs being higher than originally anticipated, the developer will be immediately informed of the circumstances. It may be necessary for the Utility to write a project change order describing project modifications, and covering additional expenses. The Utility and the developer will need to agree upon the details of the change order before the project can be completed.

#### **Developer Responsibilities**

The developer may elect to hire a contractor to provide materials and labor to install the extension to the design specifications of the Utility. In this case, the developer must pay the Utility's expenses for a full-time inspector who must be present during construction to ensure compliance with the Utility's standard specifications. After construction, the contractor must pressure test the installation, flush the installation, and provide evidence that the water is bacterially safe. These tasks may also be completed by Utility, at the contractor's expense.

#### **Extension Inspection**

Service extensions must be inspected by Utility at owner expense.

**Mains Larger than Required**

The Utility may determine water mains larger than those required to serve the developer should be installed for future system requirements. In this case, the Utility may pay the incremental cost of the materials.

**Final Ownership and Responsibility**

Final ownership and responsibility for operation and maintenance of the water main extension rests with the Utility unless stipulated otherwise in the Water Main Extension Agreement.

***Extensions Outside City Limits***

For water main extensions to subdivisions or housing developments outside of City limits:

- The decision to sell water to any customer outside of the city limits rests solely with the Governing Body. The Governing Body will act on each request.
- All approved water main extensions and other water services to customers outside the City limits shall comply with these Service Rules including all policies regarding water main extensions within the city limits.
- All water used by customers outside the city limits shall be billed at the applicable water rate.

***Special Assessment***

Water mains may be extended by "Special Assessment," if the City of Coon Rapids determines a water main extension is required in the public interest, and so declares as set forth in Section 384.42 of the Code of Iowa.

- In such a case, the City and Utility enter into a water main extension agreement substantially in accordance with the applicable Service Rules.
- The cost of said extension shall be assessed by the City to the property owners that are benefited and the City will remit payment for the project to Utility.

**HYDRANTS**

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***Installation***

Utility is not obligated to install fire hydrants or provide for fire protection. However, Utility generally installs fire hydrants as follows:

- On water main extensions as provided in these Service Rules.
- On existing water mains in developed areas where existing hydrants are separated by more than 500'.
- Hydrants may not have any obstacles within 4' of the hydrant to maintain emergency operation.

***Relocation***

Fire hydrants may be relocated by the Utility when it is deemed in the public interest.

If a customer requests a hydrant relocated for their own benefit, the hydrant may be relocated, but the customer is responsible for all costs associated with the move. Utility must approve the new location. The Utility may require an advance deposit for the relocation.

***Removal***

Fire hydrants may be removed when their need is no longer demonstrated.



### ***Installation Outside City Limits***

Hydrants may be installed outside City limits only with the approval of the Governing Body.

### ***Hydrant Usage***

#### **Fires**

Fire hydrants are primarily used for fighting fires; therefore, operation is restricted to Fire Department and Utility personnel.

The following exceptions may be granted at the discretion of the Utility:

#### **Construction**

Utility may grant a contractor permission for construction purposes only, if no other source of water is available.

The contractor must contact Utility for the application. If granted permission, the necessary fitting, with backflow preventer valve, wrench, and operating instructions will be provided. Upon the return of the items to Utility, the contractor will be billed at the appropriate rate. Utility reserves the right to require a deposit for the fitting with backflow preventer, valve and wrench in order to ensure return of these items.

The contractor is responsible for parts and labor required in the repair of a hydrant damaged due to contractor negligence.

#### **Street Department**

Utility will designate those hydrants available to the City of Coon Rapids Street Department. The designated list of hydrants may be obtained from Utility. The Utility reserves the right to alter or restrict the usage of these hydrants at any time.

### ***Prohibited Usage of Fire Hydrants***

- Filling of private swimming pools
- Irrigation
- Washing sidewalks, driveways and parking lots
- Any other usage that the Utility deems not appropriate