

WARREN WATER DISTRICT RULES AND REGULATIONS

SECTION 1. Billing Information

The District shall read the Water User's meter and shall send to each Water User a bill on a monthly basis, as provided in Section 13. All bills shall be delinquent if not paid by 4:00 p.m. on the fifteenth (15th) day of the month for the charges for water used during the previous month and shall be paid at the District's office. If any charges are not timely paid, a late fee of ten percent (10%) of the sum then due and unpaid. Except as otherwise provided in a Special Agreement, if any bills for service, including any applicable service charges, remain unpaid after the fifteenth (15th) day following the due date (i.e. on or before the thirtieth (30th) day following the end of the month for which the charges relate), such Water User's water supply shall be cut off and shall not be turned on again, except on payment in full of (i) the delinquent payments, (ii) unpaid interest and service charges, as provided above in this Section 2 and (iii) a service charge of \$50.00. If Water User has more than one (1) account, water supply shall be cut off to all water service accounts until payment, in full as described above, is received on all accounts.

SECTION 2. Billing and Collections Authority

The manager of the District, or such other person or persons designated by the Board, shall be responsible for (1) issuing bills for water service and for all other charges in connection therewith and (2) collecting all monies due therefrom.

SECTION 3. Revenue Fund Account

All revenues and monies derived from the operation of the District's water system shall be paid to and held by the District in an account designated as the "Revenue Fund Account", which shall be separate and apart from all other funds of the District.

SECTION 4. Service Application - Water Users Agreement

A. Unless the District and the applicant enter into a Special Agreement, application for water service to be received by an applicant shall be submitted to the District by the applicant executing and delivering to the District the District's then current form of water users agreement. The Water Users Agreement shall set forth the name of the applicant and the premises to be served. All Water Users Agreements submitted to the District shall be accompanied by the connection fee set forth in the Rates and Fees Schedule.

B. Any bona fide owner of a SINGLE FAMILY DWELLING located in the District's boundaries or of a residential unit in a mobile home court, duplex, or multiple dwelling building located in the District's boundaries and any person holding property within the District's boundaries that has reasonable accessibility to the source of and who is in need of having water supplied to such person's dwelling or property shall be eligible to become a Member of the District by entering into a Water Users Agreement, paying the required fees as provided in these Rules and complying with the requirements of the District's Bylaws; provided, however, no person may become a Member unless and until such person has received the approval of the District, as provided in the Bylaws. Each single-family dwelling must have its own connection (Connection consisting of tap at the main, Meter pit or curb stop and line to the dwelling). An exception is made for Iowa Code Section 331.301 subsection 27, in regards for Accessory Dwelling Units

(ADU), whereas construction of an ADU will not be considered a separate water user. If the ADU no longer meets Iowa Code Section 331.301 subsection 27 description of an ADU then a separate pit shall be set, and the dwelling will be considered a separate water user.

Notwithstanding any provision of these Rules or the Bylaws, to the contrary, no person otherwise eligible to become a Member or to otherwise subscribe for water shall be permitted to subscribe for water or acquire a membership in the District if the capacity of the District's water system is exhausted by the needs of its existing Water Users.

C. The District may reject any application for water service if the applicant has, at any time, been delinquent in payment of bills incurred for service previously supplied by the District.

D. In the event of any violation by a Water User of any of the provisions of these Rules, the Bylaws, or any other regulation of the District, the District may remove such Water User's meter and discontinue water service to such Water User. If a meter is thereafter reinstalled, such Water User shall first pay to the District a non-refundable Membership Fees of \$300.00, plus all past and accrued charges, the cost of any damages or repairs, any tax liens, and all other amounts payable pursuant to these Rules.

E. If a Member voluntarily requests removal of a meter for a definite or indefinite period such Member must present the District a written request to do so. The Member must have met requirements in Water Users Agreement. If all obligations have been met and an End of Contract is requested, all District property must be in good working condition before the End of Contract is approved by the District. If damage has been incurred, Staff of the District shall make the repairs at the property owners' expense before the end of contract.

F. The Member, in whose name the Water Users Agreement is issued, shall be responsible for payment of all bills incurred in connection with the service rendered to the applicable premises.

SECTION 5. SERVICE

A. Water furnished for a given lot or farmstead shall be used only on that lot or farmstead. Each Water User's service must be separately metered at a single delivery and metering point.

B. In addition to the collection of regular rates and charges, the District may collect from a Water User a proportionate share, based on water usage, of all applicable privilege, sales tax or impositions payable by the District that are based on gross revenue received by the District.

SECTION 6. DISTRICT'S RESPONSIBILITY

A. The District will install, maintain, and operate one or more main distribution lines from the source of water supply, and service lines from the main distribution line or lines to within ten feet of the property easement line, meter pit location, or curb stop and box location of each Water User of the District at which points, designated as delivery points, meters, to be purchased, installed, owned and maintained by the District, shall be placed. The cost of the service line or lines from the main distribution line or lines of the District to the location of the meter, meter pit, or curb stop and box of each Water User shall be paid by the District. The District will also purchase and install a cut-off valve in each service line from its main distribution line or lines with such cut-off valve to be owned and maintained by the District and to be installed on same

portion of the service line owned by the District. The District shall have sole and exclusive right to use such cut-off valve and the sole right to turn it on and off.

B. Each Water User shall be entitled to only one (1) service line from the District's water system unless otherwise approved by the Board and provided the Water User pays the then applicable connection fee for each service line. No new service line or change in an existing service line may be made if it interferes with an existing service line or the delivery of water therein. Each service line shall connect with the District's water system at the nearest available place to the place of desired use by the Water User if the District's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the District's water system is inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the District. Each Water User will be required, at the Water User's cost, to dig or have dug a ditch, to purchase and install and to maintain such portion of the service line or lines from within ten feet of the property easement line, meter pit or curb stop and box location of each Water User to his own dwelling; or other place of use on his premises, at his own expense. An exception is made to this section to comply with Iowa Code. (see section 4.B.)

C. District may allow the connection of an unmetered fire service line at a Water User's property provided a Special Agreement is executed outlining the terms of such service.

D. The District will upon renewal of an End of Contract by a new owner, repair or replace the meter pit prior to beginning service. The pit shall then fall under Section 8 (Water users' responsibilities) subsection F. This is only valid on renewal of the End of Contract accounts.

SECTION 7. INSPECTION; LIMITATIONS OF LIABILITY; NOTIFICATION OF INTERRUPTIONS

A. The District reserves the right to inspect any Water User's piping and apparatus during construction or after but will not have any responsibility for any matters arising out of or related to such construction or inspection.

B. If a property does not have a meter pit and the meter is in the dwelling, all repairs between the districts main and water meter must be inspected by District staff. Inspections should be scheduled 48 hours prior to work completion if able.

C. The District reserves the right to refuse service to a Water User, unless the Water User's lines or piping are installed in such a manner as to prevent cross-connections or back-flow, and will include a positive airgap between rural water and all other systems.

C. The District shall not be liable for damage of any kind whatsoever resulting from water or the use of water by a Water User or resulting from any actions or inactions by the District, unless such damage results directly from negligence on the part of the District and in all events only to the extent of direct damage to a Water User's property. The District shall not be responsible for any damage arising from or relating to any defects in piping, fixtures, or appliances on a Water User's premises. NOTWITHSTANDING ANY PROVISION IN THESE RULES TO THE CONTRARY, IN NO EVENT SHALL THE DISTRICT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM ANY ACT OR OMISSION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OF THE DISTRICT.

The District shall not be responsible for negligence or other acts of any third persons, or forces beyond the control of the District, including, but not limited to, those resulting in any interruption of service.

The District shall not be liable to a Water User on account of any failure by the District to furnish any service or water to a Water User, including, but not limited to, any failure that arises from or is in any way related to or connected with any force majeure, including, without limitation, an act of God, war, civil disturbance, terrorism, storm, loss of power, fire or casualty, labor dispute or governmental law, rule, regulation, order or decision.

D. Under normal conditions, the District will make reasonable efforts to notify Water Users of any anticipated interruptions of service.

SECTION 8. WATER USER'S RESPONSIBILITIES

A. Piping on the premises of a Water User must be installed by the Water User so that the connections are conveniently located with respect to the District's service lines and main lines.

B. If the District were to provide additional meters for a Water User, each meter will be considered as a separate and individual account.

C. The Water User shall provide a place for the placement of the meter so that it is always unobstructed and accessible. All easement guidelines must be followed. To follow guide lines of the easement, landscaping, trees, shrubs, bushes and etc. shall be far enough away so that growth will not impede the pit causing damage or deform the pit. If the grade of the ground is to be changed where the pit is located, the pit, at the water users cost, shall be raised or lowered so the lid of the pit is flush with the ground. When raising the grade around the pit a maximum of a 12" riser may be used consistent with the manufacturer's specifications. If the grade increases more than 12", the pit must be dug up and raised to new finished grade. All costs are the responsibility of the water user.

D. The Water User shall furnish and maintain, at the Water User's sole cost, a private cut-off valve on the Water User's side of the meter. The District shall provide, at the District's sole cost, a similar valve on the District's side of such meter.

E. If a property does not have a meter pit and the meter is located in the dwelling, all repairs must be inspected by District staff and meet the following: No barb fittings allowed in between the water main and meter. Must be repaired with a pack joint type fitting. Polyethylene Pipe, Copper and PVC are acceptable materials for service line. If using Polyethylene pipe, it must be rated to 200 PSI and connected to fixture using pack joint type fittings.

F. The Water User shall guarantee proper protection for the District's property placed on the Water User's premises and shall permit access to the District's property only by authorized representatives of the District. The Water User shall immediately report any malfunctioning equipment or piping.

G. In the event of any loss or damage to the property of the District or any accident or injury to persons or property that is caused by or results from the negligence or wrongful act of the Water User, the Water User's agent or employees, the cost of the necessary repair or replacements shall be paid by the Water User to the District, upon demand, and any liability otherwise

resulting shall be the obligation of the Water User. The amount of such loss or damage or the cost of repairs shall be added to the Water User's bill and if not paid, service may be discontinued by the District.

H. Unless otherwise expressly provided in a Special Agreement or otherwise expressly authorized in these Rules, water furnished by the District to a Water User shall be used only for domestic consumption by the Water User, members of the Water User's household, and employees of the Water User. Water furnished by the District pursuant to a Special Agreement shall only be used for the purposes set forth in the Special Agreement and if no purposes are set forth in the Special Agreement shall only be used for domestic purposes, as provided in these Rules. Unless otherwise expressly provided in a Special Agreement, a Water User may not (i) sell water to any other person or (ii) permit any other person to use said water, except on the Water User's premises and, with respect to a Temporary User, on the applicable premises. Water shall not be used for irrigation, fire protection, or other purposes; provided, however, when water is available in sufficient quantities without interfering with the regular domestic consumption of all Water Users, then the water may, subject to the limitations in the first sentence of this Section 10.G or in a Special Agreement, be used for any other purpose. Water shall be used by a Temporary User only for the uses contemplated in the Temporary User's application. A violation of the provisions of this Section 10.G shall be sufficient cause for refusal or discontinuation of service.

SECTION 9. EXTENSION TO MAINS AND SERVICES

A. The District may supply service for temporary purposes to a Temporary User, provided the District has water available in excess of the District's regular needs, and provided the District has available material and equipment necessary to supply said service. Each applicant for such temporary service must pay in advance to the District the District's estimate of the cost of labor and materials for installing and removing such service, less salvage value on removal. After the temporary service is removed, the actual cost of installing and removing such service, less salvage, shall be determined by the District and payment shall be made by such Temporary User, on demand.

B. The District will construct an extension to its water lines to points within its area, but the District shall not be required to make such installation, unless the Water User pays to the District the entire cost of the installation.

C. All line extensions shall be evidenced by a contract signed by the District and the person advancing funds for said extension.

D. If a rebate of the advance is to be made pursuant to the contract between the District and the Water User, it shall follow be determined as follows:

1. It must be a new line extension after 4/1/2022 to be included in the rebate program.
2. Full price will be paid by the original water users or users.
3. Full price will be prorated for a period of 5 years where after that time frame no rebate will apply.
4. If during the 5-year rebate period, a new customer is added to the line under the program, a formula will be used to calculate the amount owed to each existing customer on the line.

5. New customers are entitled to a rebate only for the 5-year period starting at the original extension date.
6. If a customer adds a line extension onto the existing line extension, then that customer will pay the rebate price as well as the full cost of the line extension. The new extension will carry its own 5-year rebate period.
7. Customers who are owed a rebate need to be the original and current account holder on the line, that is part of the rebate program, to be eligible to receive the rebate. The rebate is nontransferable.
8. Rebates will be paid out once new installations are complete.
9. Price of meter pit is not included in the rebate.
10. Customers in this program will receive a rebate receipt with line extensions costs, length, and expiration date of program.
11. Developers are not eligible for a rebate
12. No refund shall be made from any revenue received from any lines leading up to or beyond the particular line extension covered by the contract.

E. Extensions to provide service to undeveloped land by a developer will be evidenced by a developer's agreement between the District and the developer, and the developer advancing funds, as provided in the developer's agreement. The developer shall be required to pay for those water mains that will, in the District's estimation, have enough capacity to provide water to such land at a later date.

SECTION 10. ACCESS TO PREMISES

A. The District shall have access, at all reasonable hours, to meters, service connections, and other property owned by it and to the Water User's service lines located on the premises of the Water User, for the purpose of installing, maintaining, operating, removing its property, and inspecting the Water User's service lines. If access is denied within reasonable working hours or if property owner does not respond to calls, letters, or other methods the District may use to try and schedule access, water service may be disconnected until the District is able to complete the tasks necessary. The employees of the District shall carry proper identification, which identifies them as employees of the District.

B. Each Water User shall grant or convey, or shall cause to be granted or conveyed to the District, at no cost to the District, a permanent easement and right-of-way across any property owned or controlled by the Water User wherever said permanent easement and right-of-way is necessary for the District's water facilities and lines, to enable the District to furnish service to the Water User. The easement and right-of-way to be granted by a Water User pursuant to this Section 12.B shall be granted upon such terms and conditions as are satisfactory to the District, in its sole discretion. The Water User shall not grant to any person or entity an easement, or any other right which interferes with or restricts the District's ability to construct, maintain or repair the District's service lines or distribution lines within any easement granted by such member to the District.

C. In addition to any other rights and remedies that the District may have, in the event a Water User refuses to grant an easement to the District, as provided in this Section 12, the Water User shall not be entitled to receive any water or other services from the District until payment of a fee, as established by the Board of Directors, from time to time, per lineal foot of the easement initially requested by the District.

SECTION 11. CHANGE OF OWNERSHIP/OCCUPANCY

A. Notice must be given by a Water User to the District in person and/or in writing in the event a Water User desires to discontinue service or, in the event of a change of ownership of the Member's premises or, if applicable, in the event of a change in the occupant of the applicable premises from the Member to a different person. Until proper notice is given, the Water User will be responsible for all water used. Change of ownership of a Member's premises or, if applicable, change in the occupant from the Water User to another person must be accomplished by the new owner or, if applicable, the new occupant complying with all requirements to become a Member, including, but not limited to, executing and delivering a Water Users Agreement to the District.

B. The outgoing Member shall be responsible for all water consumed and charges incurred up to the time of departure or the time specified for departure, whichever period is longer.

C. If a Member purchases a property that has been voluntarily or involuntarily disconnected a non-refundable Membership Fee of \$300.00 shall be paid and shall be required to execute a Water Users Agreement with a term of sixty (60) months.

SECTION 12. METER READING-BILLING - COLLECTION

A. The District shall read the Water User's meter, calculate the usage, and send a water bill to the Water User for a given month, prior to the 1st day of the following month.

B. Unless otherwise set forth in a Special Agreement, charges for water will be calculated in accordance with the District's published rate schedule and will be based on the amount of water consumed or, if applicable, the minimum charge for the period covered by the meter readings.

C. Unless otherwise provided in a Special Agreement, charges for service commence when meter pit is installed, whether used or not.

D. If the seal of a meter is broken other than by the District's representative or if the meter fails to register correctly or is stopped for any cause, the Water User shall pay an amount estimated by the District from the record of the Water User's previous bills and/or from other proper data.

E. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or the same or different Water Users, or for the same or different services.

F. Payments are due on the first day of each month and delinquent at 4:00 p.m. on the fifteenth (15) day of the month. Bills not paid by 4:00 P.M. on the Fifteenth (15) day of each month will incur a 10% late fee.

G. If a User's check, draft, automatic bank debit or similar financial instrument is not honored by the User's financial institution for any reason when presented for the first time, the User's account shall immediately be deemed unpaid and delinquent the same as if the User had not attempted payment. Any payment rejected for lack of funds will incur an administrative charge of \$30.00. If the insufficient funds should result in disconnection of water service, user shall pay in full said administrative charge, as well as all other amounts owing, before service will be reinstated. Three (3) occurrences of a User's payment being rejected for insufficient funds will result in the User being required to make all future payments by cash, card or money order for a period of six (6) months.

H. Warren Water District reserves the right to disconnect or deny service for the nonpayment of a bill, connection charge, or any other amount owing or any violation pursuant to Rules and Regulations.

I. If payment is not received by the fifteenth (15th) of the month, a Delinquency Notice for nonpayment shall be mailed to the User on the 20th day of each month, unless the 20th day of the month falls on a Saturday, Sunday or Federal Holiday, in which event said Notice will be mailed on the first Monday thereafter (unless said Monday is a Federal Holiday, in which case Notice will be mailed the next day).

J. A Final Disconnect Notice will be mailed to User at least seven (7) days before the disconnection date. Saturdays, Sundays and Federal Holidays will count towards the seven (7) days. If payment of all amounts due is not received in the District office by 8:00 a.m. on the date specified in the Final Disconnection Notice, the Users service with be disconnected as set forth below.

K. If payment of all amounts due is not received in the District office by 8:00 a.m. on the date specified in the Final Disconnection Notice, a Service Tech will be dispatched to disconnect service, and a \$50.00 service charge will be added to the full unpaid balance. The Service Tech will not accept payment from the User.

L. It is the responsibility of the User to maintain a current mailing address with the Warren Water District Main Office. Failure to receive bills or notices shall not relieve a Water User from the Water User's payment obligations.

SECTION 13. SUSPENSION AND REINSTATEMENT OF SERVICE

A. If a Water User fails to fully and timely pay all charges, duly imposed, then and without further notice to the Water User, the District shall have the following rights and remedies:

1. If a User fails to fully and timely pay all amounts due at the District Office by 4:00 p.m. on the fifteenth (15th) day of the month user shall pay a late fee of ten percent (10%) of the sum then due and unpaid.

2. If payment is not made within thirty (30) days of the due date the District may shut off the supply of water to the Water User. Notice shall be sent by mail.

3. If payment is not made at the District Office within sixty (60) days from the Disconnection Date, the User's privilege to receive water from the District may automatically terminate and the meter may be removed from the premises, unless the Board, upon the User's request, finds good cause to not remove the User's meter. Service that is discontinued pursuant to this Paragraph shall be reinstated only after payment of a non-refundable Membership Fee of \$300.00, plus all past and accrued charges, the cost of any damages or repairs, and tax liens, and all other amounts payable pursuant to this Policy and Warren Water District Rules, Regulations and Rate Schedule.

4. If the water service is disconnected, the account is placed on the District's Disconnected Accounts List. A lien may be placed against the property

after notice is mailed to the Subscriber requiring full payment within two (2) weeks. Liens can be placed for the unpaid balance and/or the balance of the contract (Water Users Agreement), and all costs incurred by the District.

5. Other remedies available to the District at law or in equity.

B. Service discontinued for non-payment of bills will be restored only after all bills, for all accounts, are paid in full and the service charge paid as provided in Section 2.

C. The District also reserves the right to discontinue service as provided in the following provisions:

1. WITHOUT NOTICE FOR THE FOLLOWING REASONS:
 - a. Conditions determined by the District to be reasonably hazardous.
 - b. Use of the District's equipment in such a manner as to adversely affect the District's equipment or the District's service to others.
 - c. To prevent fraud or abuse.
2. WITH NOTICE, IF POSSIBLE, FOR THE FOLLOWING REASONS:
 - a. Emergency repairs.
 - b. Insufficiency of supply due to circumstances beyond the District's control.
 - c. Strike, riot, fire, flood, accident or any avoidable cause.
3. WITH NOTICE FOR THE FOLLOWING REASONS:

The Water User fails to comply with these Rules or the Bylaws.

D. To have the service reinstated on the disconnection date, the User must pay all amount due, including the service charge set forth in section 12.K, by 3:00 PM on the disconnections date. If payment is received after 3:00 PM, service will be reinstated the following day, unless the following day falls on a Saturday, Sunday, or Federal Holiday, in which event service will be connected the next working business day of the district. If a Service Tech is available after 3:00 PM, the user may pay a non-emergency charge of \$100.00 for reconnection same day. The Decision as to whether a Service Tech is available shall be the sole discretion of Warren Water District.

E. Tampering with a disconnected water service and obtaining water is a theft, and a serious misdemeanor (Code of Iowa, Chapter 714.2). If illegal use is discovered, the District will assess a Tamper Fee, as listed in the District's Rates and Fees Document, and may pursue legal remedies as allowed by law. The district may also permanently refuse service to any User who tampers with a water service.

SECTION 14. COMPLAINTS

- A. If a Water User would like to dispute the reason for a scheduled disconnection, the User shall have a right to a hearing with the District. The hearing procedure shall include:
 1. The User shall deliver, to the District Office, a written request for a hearing before the scheduled date of disconnection.
 2. The User and a representative of the District shall convene a conference at a mutually acceptable time, no later than 30 days after the claim is delivered to the District Office.

3. Both the User and the representative of the District shall present relevant information to the Board of Directors.
4. All documents presented by the User shall be copied and returned to the User.
5. The presiding member of the Board of Directors may request additional information at the hearing.
6. The presiding District Manager shall issue a written result and specify the reasons supporting the District's decision, and said result shall be conveyed to the user in writing. Disconnection may occur pursuant of section 12, H of the Rules and Regulations Policy.

SECTION 15. AGREEMENTS; ABRIDGMENT OR MODIFICATION OF RULES

A. No promise, agreement or representation of any employee of the District shall be binding upon the District, except as it shall have been agreed upon in writing, signed and accepted by an officer of the District, or by an authorized agent, employee or agent of the District.

B. Modifications of rates or any of these Rules may only be made by the Board.

C. Correspondence to the Board may be directed to the Board by sending the correspondence to the District's principal place of business of the District, which is 1204 E. 2nd Ave., Indianola, Iowa.

D. Complaints, for other than billing, should be made to the District's manager at 1204 E. 2nd Ave., Indianola, Iowa, telephone number (515) 962-1200. Any reports or suggestions concerning operation of the system should be made to the District's manager.

E. The Board may authorize the District to enter into contracts or agreements for sale of water to public bodies or other associations when the source or supply of water is available.

SECTION 16. FORM OF USERS AGREEMENT

The District's Water Users Agreement may, from time to time, be modified by the Board.

SECTION 17. RECORDS

All records of the District shall be kept at the offices of the District at 1204 East 2nd Avenue, Indianola, IA 50125.

SECTION 18. TEMPORARY OR EMERGENCY SERVICE

The District will exercise reasonable efforts to remedy temporary or partial failure to deliver water with all reasonable dispatch. In the event of extended shortage of water, or if the supply of water available to the District is otherwise diminished over an extended period of time, the supply of water to Water Users may be prorated among the Water Users on such basis as is deemed equitable by the District, and the District may also prescribe a schedule of hours

covering use of water by particular Water Users and require adherence thereto, or prohibit the use of water for other purposes; provided that if any time the total water supply shall be insufficient to meet all the needs of all the Water Users for domestic, livestock and other purposes, the District must first satisfy all the needs of the Water Users for domestic purposes before supplying any water for other purposes.

When practical, Water Users will be given advance notice of any planned curtailment of service.

SECTION 19. RECORD OF ACCOUNTS

The District's system administrator 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 water system. At regular intervals, the Board shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

SECTION 20. PRIOR RESOLUTIONS

All resolutions and parts of resolutions in conflict with these Rules are hereby repealed insofar as the conflicting portions thereof are concerned.

SECTION 21. SPECIAL AGREEMENTS

If the event of any provision of these Rules conflicts with any provision of any Special Agreement with respect to any matter, the provisions of the Special Agreement shall control with respect to such matter.

SECTION 22. AMENDMENTS

These Rules, including, but not limited to, the fees and rates, may be amended, without notice, from time to time, by the Board; provided, however, so long as any indebtedness of the District is held by or guaranteed by USDA Rural Development, any amendments to these Rules must also be approved by USDA Rural Development.

RESOLUTION 022326C