



Powder Mountain Water and Sewer Improvement District

Resolution No. 2018-08

A Resolution Adopting Uniform Rules and Regulations for Providing Water Service

WHEREAS, the Board of Trustees of the Powder Mountain Water and Sewer Improvement District, a political subdivision of the State of Utah, organized and existing pursuant to the laws of the State of Utah (the "District"), has been determined it to be its own best interest, and in the interest of the general health, safety and welfare of the citizen its serves within the District, that the District promulgate uniform Rules and Regulations governing the providing of water to existing and future customers within service area of the District, as herein set forth.

NOW, THEREFORE, be it by the Board of Trustees of the District as follows:

PASSED AND ADOPTED this day of June 19, 2018

POWDER MOUNTAIN WATER and SEWER IMPROVEMENT DISTRICT

By: _____
Chairman of the Board of Trustees

SECTION 1 GENERAL

The District hereby adopts the following uniform Rules and Regulations governing water services to be provided by the District (the "Regulations").

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SECTION 2

DEFINITION OF KEY TERMS

For the purposes of these Rules and Regulations, certain words and phrases are defined. When not inconsistent with the context, words used in the present tense shall include the future: the singular number shall include the plural and the plural the singular: the masculine pronoun shall include the feminine: and the word "shall" is mandatory and not merely permissive. There used herein:

"Act" means collectively, the Utah Local District Act, Title 17B-1-101 *et seq.*, Utah Code Ann. (1953), as amended, and the Utah Water Conservancy District Act, Title 17B-2a-1001 *et seq.*, Utah Code Ann (1953), as the same may be amended from time to time.

"Applicant" means upon acceptance of an application for water and sewer, the applicant becomes a Customer of the District.

"Bankruptcy" means the District will follow all Federal and State Law and Weber County Policy.

"Billing Cycle" means the interval between water bills. The currently established billing cycle is monthly.

"Billing Date" means the date printed on the monthly water bill, normally the first day of the month in which the water was used.

"Board" means the duly appointed governing Board of Trustees of the District, having such powers as are enumerated in Section 17B-1-301 Utah Code Ann. (1953), as the same may be amended from time to time, and those powers necessarily implied there from.

"Customer" means the owner, tenant, or other occupant of the property who has established the service connection and/or is responsible for paying the water bill.

- **"Commercial Customer"** means any customer who is neither a residential customer nor the customer for service to a multi-family dwelling served by a master meter.
- **"Residential Customer"** means any customer occupying or owing a dwelling unit in any structure served by a water meter.

"District" means the Powder Mountain Water and Sewer Improvement District. As used in the Rules and Regulations, *"District"* shall also include any Water System Operator for those items that have been contracted for or delegated to such Operator by the District.

"District Manager" means the Manager of the Powder Mountain Water and Sewer Improvement District.

"District Water System" means the water storage reservoirs, water wells, main water transmission pipelines, pumps and pump stations, motors, valves, water meters, fire hydrants, and all systems, facilities operated and maintained by the District and utilized for the development, storage, diversion, production, transportation and distribution of water to an individual Customer, within the service area of the District, as adjusted from time to time.

" Dwelling Unit " means one (1) or more rooms designed or used by an individual or family for residential purposes, including, without limitation, a house, condominium unit, or multi-unit having water use facilities equivalent in extent to a normal dwelling.

" Impact Fee " means an impact fee is a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.

" Meter Facilities " means the meter box or vault which contains the meter and all other appurtenances needed to connect the service connection to the service extension.

" Monthly " means the period consisting on one (1) month or approximately thirty (30) days.

" Multi-Family Dwelling " means a building designed or used to house two (2) or more families living independently of each other.

" Occupancy " means the purpose for which a building, or part thereof, is used or intended to be used.

" Owner " means the owner of the property as indicated on the Weber and Cache County service connection is located., or his/her documented authorized agent.

" Person " means any individual, firm, company, public entity, association, society, corporation, partnership, or group.

" Premises " means the property, the legal title of which is owned by a Customer, to which water service is being provided by the District through the District water system.

" Service Connection " means the water line and appurtenant facilities used to extend water service from the water main to the meter box.

" Service Extension " means the water line and appurtenant facilities used to extend water service from the meter to the customer's premises.

" Stand-By Fees " means Local Governments may charge fees for services or benefits provided. Operating a public water system confers distinct and tangible benefits on all properties served by a system, whether the property owners actually use the water service or not. A reasonable "Stand-By Fee" may be charged to properties which have not yet connected to the water system.

" Usage Charge " means the rate charged per one thousand (1000) gallons of water used.

" Water Fees " means connected and other fees and charges due levied and imposed by the Board which are payable as a condition to a customer receiving water service from the District.

" Water Service " or " Water Services " means supplying service through a pipe or other constructed conveyance for any purpose.

" Water Systems Operator " shall mean that individual appointed by the General Manager to coordinate on behalf of the District for the day to day operation of the Water System and to represent the District in related regulatory matters.

" Water System " means the infrastructure of the District's water system.

SECTION 3 APPLICABILITY AND PURPOSE

These Rules and Regulations apply to all water services provided by the District and to all work performed on the water system. The purpose of these Rules and Regulations is to establish general rules for service and the extension of service from the District water system and to promote the public health, safety, and general welfare of the users of the system, in accordance with the standards established by the District, County, State, and Federal Governments.

SECTION 4 APPLICATION FOR WATER SERVICE

A. Application-Generally

Any person desiring to have water service turned on or premises connected with the water system shall make application to the District on forms provided by the District for that purpose. Every application shall be signed by the owner of the property to be benefited or on which the water is to be used, or by his authorized agent, and the applicant shall agree to comply with all applicable Rules and Regulations which have been established from time to time by the District. Applicants requiring extension of District's water system, refer to Section 15 "Water Mains-Installations and Extensions" in this document. The applicant shall further agree, as a condition precedent to the furnishings of water, that the District shall have the right, after giving reasonable notice when possible, to shut off the water supply for repairs, extensions, nonpayment of rates, or for any reason relating to the operation of the water system and that the District shall not be responsible for any damage caused by the breaking, bursting, leaking, or collapsing of any boilers, pipes, fixtures, water heating appliances, or other thing, or by the stoppage or interruption of the water supply or any damage of any kind resulting directly or indirectly from the shutting off or interruption of water supply and/or service.

B. APPLICATION-Existing Service/Change of Ownership

It is the responsibility of the new property owner to immediately apply for water service to any premises previously served by the water system. The application shall contain an address to which service is desired and the purpose for which the water is to be used (see "Service Application and Agreement"). At the time of filing such application, the applicant shall present to the District a legal document showing proof of ownership, such as a warranty deed or deed trust.

C. APPLICATION-New Service

Every application for water service to any premises not previously served by the water system shall contain a description of the premises where such water supply is desired, fully state the purpose for which the water is to be used and state the size of the service pipe and meter to be connected thereto. At the time of filing such application, the applicant shall pay to the District any

applicable connection fees, impact fees, inspection fees, meter charges, and any other associated fees.

D. NEW APPLICATION REQUIRED for NEW PURPOSE

Should the applicant or occupant of the premises desire to apply the water for a purpose not stated in the original applications, a new application must be made and payment of any applicable charges and fees.

E. APPLICATION-Form

Application for service shall be on the forms prescribed by the District. The application, once approved by the District, shall constitute a contract whereby the applicant agrees to conform to the provisions of the Rules and Regulations, as now enacted or hereafter amended and pay all applicable fees.

F. EFFECTIVE DATE of SERVICE and RATES

The effective date of service shall be deemed to be the earliest of:

- a. Signed application for service;
- b. Date of ownership
- c. Meter installation; or
- d. Date of occupancy

Raters may be charged from effective date of service as determined by the District.

G. FEASIBILITY LETTER REQUESTS

When a letter is required to be written by the District to show that the District is able and agrees to provide water or sewer services to a development or project, is to be sent to the Weber County Planning, a fee, as determined by the District and shown in the Rate and Fee Schedule will be charged and must be collected before the letter will be created and sent.

SECTION 5 EXTRA TERRITORIAL SERVICE

A. SERVICE of PROPERTIES SITUATED OUTSIDE the DISTRICT BOUNDARIES

The Board may, in its sole discretion and on a limited, case by case basis, provide water service to property situated outside the legal boundaries of the District (Outlying Property). The District may provide water service to any Outlying Property, at the request of an applicant to such terms and conditions as the District may therein impose and subject to these Rules and Regulations. All use of water shall be metered in conformance with the requirements of Section 8 herein.

B. WRITTEN APPLICATION

Any person or entity ("applicant") desiring to have the District, provide culinary water service, which originates, in whole or in part, outside of the District's boundaries shall make written application to the District. The application shall include such elements and information as may be required by the District.

- a) **Restrictions and Requirements:** Service provided pursuant to the application shall be subject to such reasonable restrictions and requirements as may be imposed by the District after reviewing the application. The District may, but shall not be required to, require the applicant to enter into a written contract with the District setting forth the restrictions and requirements imposed with such application, which may include restrictions and requirements in addition to those set forth in this chapter.
- b) **Feasibility Study:** Prior to approving any application, the District's engineer shall make a determination of the feasibility of supplying water, including a determination that the area can be at a pressure of 50psi.

C. SECURITY DEPOSIT

Before any grant of the application shall become binding upon the District, the applicant shall provide to the District a security deposit in an amount to be determined by the District Manager.

- a) **Period of Deposit Maintenance:** The deposit shall be maintained with the District during the entire period that the area covered by the application lying outside of the District's boundaries receives water service and for a period of three years after either the District ceases to provide service to the area or the area is annexed into the District.
- b) **Interest:** The District may, if it so desires, place the deposit at interest, but shall not be required to account to the applicant for interest earned on deposit.
- c) **Use of Deposit:** The deposit may be applied by the District against any sums owed to the District by the applicant and/or the applicant's successors and assigns including, but not limited to, any special charges, fines and penalties imposed against or upon the District as a consequence of water service to the application which is the subject of the deposit. Should all or any portion of the deposit be applied, the District shall notify the applicant and the applicant shall be required to restore the deposit to the original amount within five (5) days thereafter.

D. PAYMENT FOR SERVICE

- a) **Water Rate:** The District cannot assess property taxes against land which lies outside of the District's boundaries. Consequently, in lieu of property taxes that would otherwise be collected, a rate which exceeds the District's "normal rate" shall be imposed. For purposes of this requirement, the District's "normal rate" is the rate that otherwise would be charged for the service if the property on which the water is generated were part of the District. The exact amount to be charged in excess of the normal rate for water and shall be established on a case by case basis by the District engineer, considering effluent

strength and other factors deemed appropriate by the District's engineer. In addition, any and all fines, penalties, surcharges and other costs and expenses imposed upon or by the District as a consequence of applicant's water shall be paid and/or reimbursed by applicant. In no case shall the District bear any additional non-remunerated costs as a result of providing such extra-territorial service.

- b) **Impact Fees:** As a condition to providing long term extra-territorial service, the District may impose an impact fee. For purposes of this requirement, a service commitment for an anticipated period of ten years or more shall be deemed to be "long term" service. Should the District enter into an agreement to provide extra-territorial service for a period of ten years or more and collect an impact fee, the District shall not be required to refund any part of the impact fee upon the termination of service, either at the end of the term of the agreement or earlier, except as otherwise provided in the agreement between the District and applicant.

E. APPLICATION OF RULES AND REGULATIONS

Even though the property that will be served pursuant to the application submitted under this chapter lies outside of the District's boundaries, the applicant and the water services pursuant to the application shall be subject to all the Rules and Regulations of the District as they may be modified or amended from time to time unless the agreement provided otherwise.

F. PERMITS REQUIRED

Before receiving water services hereunder, the applicant shall be required to obtain all necessary permits, including permits required by Weber County, and to abide by the requirements of those permits.

- a) **Additional permits:** The applicant shall also be required to obtain and abide by such additional permits as may be required during the time the applicant, and/or the applicant's successors and assigns, receives water services from the District.

G. INSTALLATION OF IMPROVEMENTS

- a) **Applicant's Expense:** Applicant shall be required to install, at applicant's sole expense, all the improvements necessary to deliver water into the District's collection system ("the improvements").
- b) **Design:** The improvements shall be reviewed by the District's engineer and the applicant shall pay to the District such standard review and inspection fees as are then applicable to such services. All improvements shall be installed as approved by the District's engineer and in accordance with all applicable District specifications and may be required to enter into an Extension Agreement.
- c) **Additional Fees and Expenses:** In addition, the applicant shall be required to pay such hookup fees and other fees and expenses as may reasonably be imposed by the District.

H. DEDICATION of WATER INTERESTS

Water Interest Defined: For the purpose of these regulations, "Water Interest" is defined to mean:

- a) Primarily, shares of Weber County Water Conservancy water stock, and/or Appropriated and decreed water rights, including:
 - 1) Rights represented by a certificate of beneficial use, an approved application to appropriate, and an approved application to exchange water.
 - 2) Rights represented by a diligence claim for surface or underground water.
 - 3) Rights represented by a decree entered by a court.
 - 4) Rights represented by a permanent change application approved regarding the foregoing types of appropriated and decreed rights: and
 - 5) WBWCD and other contract rights to the use of water and may be approved by the Board in its sole absolute discretion, on a case by case basis.

I. EXCEPTIONS

The application shall not be granted unless the requirements of this chapter are satisfied provided, however, that the District may except an area from some or all of the requirements of this chapter upon a finding that the area to be served is primarily residential in nature; that serving this area will not impose any hardship or burden on the District, its water facilities; that the area being served is either geographically small or will generate a relatively insignificant amount of water; that the water being generated in the area to be served will not impose any environmental or health hazards or risks and will not contain any prohibited contaminants or contaminants at a prohibited level; and that any other requirements or restrictions that are reasonably imposed by the District will be satisfied.

SECTION 6 BILLING AND PAYMENTS

A. CHARGES FOR SERVICE

The charges for service shall consist of a usage charge, stand-by fees and other applicable fees (see the Rate and Fee Schedule).

B. METER READING AND BILLING

Meters will be read monthly for the preparation of regular bills and at intermediate dates as required for the preparation of opening, closing, or special bills. In the event the meter fails to register or is blocked or inaccessible, the customer shall be charged for such period on an estimate based upon historical billings during which the meter was in good order, or such other information as may be most reliable under the circumstances. In addition, any customer who covers, or in any way obstructs, District's access to the water meter may be charged an additional administrative fee for each billing cycle the obstruction remains over the meter.

C. WATER RATES FOR POTABLE WATER METERED SERVICE

See the Rate and Fee Schedule

D. ANNUAL RATE AND FEE REVIEW

Annually, or as otherwise required, the District Board of Trustees will review the water rates and fees then in force and consider such changes as may be appropriate.

1. Public Notice of Water Rate or Fee Increases.

The District prepares and notifies the public of any rate or fee increases pursuant to *Utah Code Ann. 17B-1-643, as amended.*

E. RATES SUBJECT TO CHANGE

Except for special contracts, which specify the length of time to which the contract rate shall be extended, all rates, rules, and regulations are subject to change or modification by the District in accordance with the Utah Law.

F. SPECIAL CONTRACTS

The District reserves the right to make special contracts, the provisions and conditions of which may be different from or have exception to the regular published rates. Such special contracts shall be in writing, approved by the District Board of Trustees, and signed by the General Manager or his designee and the customer to be served.

G. APPLICATION OF PAYMENT

All payments received by the District shall be applied first to balances remaining at the District furthest in arrears for the property that the payment is received.

H. EFFECT OF VACANCY

When a location to which water services is provided is vacated, whether residential or commercial, availability fees, Powder Mountain Water and Sewer Improvement fees, and other usage fees shall be charged and collected from the customer of the account relating to such location, whether water is used or not.

I. PENALTIES FOR LATE PAYMENTS

Water bills paid after the end of the month will incur interest charges (as stated in the Rate and Fee Schedule) on the unpaid balances. Accounts that are certified with the Weber County Treasurer's Office will incur a fee as stated in the Rate and Fee Schedule.

J. DISHONORED PAYMENTS

In the event a payment, given by the customer, is not honored by the financial institution upon which it is drawn, the District will initiate collection procedures, including account being certified or sent to a collection agency.

The District reserves the right to require any customer who has given the District a dishonored payment to pay all charges for such account by money order, credit card, or certified check. A dishonored payment fee will be assessed per the Rate and Fee Schedule.

K. COLLECTION OF UNPAID CHARGES

1. Unpaid Charges Deemed Lien

To the extent allowed by Utah Law, all charges for connection and service, as provided in these Rules, or as may be hereafter amended, together with fees and interest thereon, if any, shall, in addition to be a personal liability of the applicant, be a lien upon the property with such connection is made. Enforcement of such lien or liens shall be any manner provided by State Law.

2. Use of a Collection Agency

When a lien is unable to be placed on a property, the District may use a collection agency to recover all unpaid charges and fees. A collection Fee will be assessed to each account that is sent to collections as outlined in the Rate and Fee Schedule

L. BILLING DISPUTES-RESPONSIBILITY PARTY

The District Manager, or his/her designee, is empowered to resolve billing disputes with the customer on a case-by-case basis.

M. METER REREAD -ADJUSTMENT OF BILL

1. Upon Reread Request:

Upon request from a customer, based upon a complaint that the water bill for any period has been excessive, the District may have the meter reread.

**SECTION 7
LANDLORD-TENANT ACCOUNTS**

A. PROPERTY OWNERS RESPONSIBLE FOR ANY AND ALL CHARGES:

Property owners are responsible for any and all charges associated with their account.

B. DELINQUENT ACCOUNTS

Any delinquent account may be certified with the County Treasurer for collection with property taxes. Any amount certified becomes a lien on the property. Advanced notice will be provided when reasonable prior to certification. Delinquent accounts that cannot be certified will be turned over to a collection agency for handling. Liens placed on a property reflect only delinquent balance incurred during periods when the property owner was the accountholder.

C. STAND-BY FEES

Property Owners are responsible for paying a service charge for system availability and connection to existing waterlines, regardless of water consumption.

D. STATEMENT MAILINGS

The property owner shall receive one bill statement per account included as part of the service charges.

E. REQUESTING NAME CHANGES ON ACCOUNTS

An Owner requesting the initial set-up of a property owner/tenant account will be charged a Tenant Account Set-Up Fee as established in the Rate and Fee Schedule. Property Owner requesting a name change only on an account for a Tenant will be at no charge.

F. TURN-ON AND TURN-OFF REQUESTS

Requests must be made to the District at least twenty-four (24) hours in advance during regular business hours.

1. Turn-On Requests

All requests for turning water on must be made to the District by the owner of the property.

2. Turn-Off Requests

All requests for turning water off must be made to the District by the customer of the property from which the water is requested turned off. Water shall not be turned off on a property that has a properly established account with the District and is inhabited, either by the property owner or the tenant. An owner of land or the owner's agent may not request temporary discontinuance of service under Utah State Code 17B-1-901 Subsection (3) (b) (i) if the request is for the purpose of debt collection, eviction, or any other unlawful purpose.

**SECTION 8
REFUSAL OF SERVICE**

A. UNSAFE OR UNLAWFUL APPARATUS

The District may refuse to furnish water or may discontinue service to any premises where any apparatus, application, or equipment using water is dangerous, unsafe, or unlawful.

B. EXCESSIVE DEMAND BY CUSTOMER

The District, in the public interest, refuse to furnish water or may discontinue service where excessive demand by one (1) customer may be detrimental to the water service furnished to other customers.

SECTION 9 TERMINATION OF SERVICE

A. UNPAID CHARGES

The District has the right to terminate water service to any customer for reason of nonpayment. Prior to termination, the District shall comply with the applicable procedures stated in the Utah Code. All bills for water services are due and payable upon receipt and become delinquent thirty days (30) days from the billing date. The District may turn off the water service in accordance with the following procedure:

REMAINING BALANCE ON ACCOUNTS

If any billing remains unpaid it may be carried over, and added, to the next billing period and carrying charges may apply per Rate and Fee Schedule.

B. DELINQUENT NOTICE of NON-PAYMENT

If payment for a billing period is not made on or before the 30th day after the billing period invoice date, a Past Due Notice will appear on the next billing statement. All past due amounts may, at the discretion of the District, be certified with Weber County Treasurer's Office or the District may terminate service. When reasonably practicable, a notice of the District's intent will be given to the customer before certification or termination.

C. CONTENTS of CERTIFICATION or TERMINATION

The Notice shall specify the following information in a clear and legible format:

- a) Customer's Name and Address
- b) Amount Due:
- c) Date by which payment must be made; and
- d) Telephone number of the District representative who can provide additional information
- e) Parcel Number

D. FORTY- EIGHT HOUR NOTICE of DISCONTINUATION

At least forty-eight (48) hours prior to actual termination as set forth in the Delinquent Notice, the District shall make a reasonable, good faith effort to contact the owner of the account for which the Delinquent Notice had been prepared by telephone, or in person, and provide them with the information set forth above. At least one (1) attempted personal contact, coupled with use of a "door hanger" shall be deemed a reasonable, good faith effort at contacting the owner of the account.

E. NO TERMINATION EXCEPT ON BUSINESS DAYS

Water service will not be terminated by reason of nonpayment on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the District's water system are not open to the public.

F. RESTORATION OF SERVICE

Water service which has been turned off for nonpayment shall not be turned on again until all delinquent charges, the late charges, and the additional sum set forth herein for turning the water on shall have been paid. Exception to this would be a formal written payment agreement signed by the owner and at the discretion of the District.

G. NONCOMPLIANCE

Water Service may be terminated to any customer who fails to comply with any Rule and as permitted by law.

H. IMMINENT RISK TO PUBLIC HEALTH, SAFETY, OR WELFARE

In any case where the customer's failure to comply with any Rule is deemed in the sole discretion of the District to present an imminent risk to the public health, safety, or welfare, the District may immediately terminate water service to the customer without prior notice. Concurrent with or as soon as possible after termination of service, the District shall mail to the customer or hand deliver to the service address a Notice of Noncompliance and Disconnection of Service as described below in subsection 3 "Contents of Notice". Additionally, the District shall make a reasonable, good faith effort to contact the owner of the account by telephone or in person and provide them with the information set forth above. At least one (1) attempted personal contact coupled with the use of a "Door Hanger" shall be deemed a reasonable, good faith effort at contacting the owner of the account.

PROCEDURE FOR TERMINATION OF SERVICE-NO IMMINENT RISK

When any customer fails to comply with any Rule but where no imminent risk is deemed to exist, a Notice of Noncompliance and Disconnection of Service will be mailed to the customer or hand delivered to the service address 48 hours prior to actual disconnection. In addition to the foregoing, the District shall make a reasonable, good faith effort to contact the owner of the account, by telephone, or in person, and provide them with the information set forth above. At least one (1) attempted personal contact, coupled with the use of a "Door Hanger" shall be deemed to be a reasonable, good faith effort at contacting the owner of the account.

I. CONTENTS OF NOTICE

The Notice of Noncompliance shall specify the following information in a clear and legible format:

- a. Customer's name and address;
- b. Reason for Termination (including the Rule(s) the customer has not complied with)
- c. Date by which corrective action must be taken;
- d. Procedures for appealing the determination of noncompliance;
- e. What fees and penalties, if any, must be paid; and
- f. Telephone number of the District representative who can provide additional information
- g. Parcel Number (if applicable)

J. VOLUNTARY

Should any customer desire to terminate water service, they shall contact the District and request a final reading of their meter. The owner shall be responsible for all charges and fees accruing prior to the change of ownership. The water will be turned off on the requested final read date unless instructed otherwise by the new owner. If notice is not given, the owner shall remain liable for all charges applicable to the account, including, but not limited to, usage charges and availability fees, until the date of actual change of ownership.

If service has been voluntarily terminated by the owner, upon proper application, the payment of all unpaid water charges and the additional payment of any turn-on fees established may be required to be paid before the District will turn on water service for that owner again.

**SECTION 10
FEES AND PENALTIES FOR WATER TURN-ON OR TURN-OFF OF WATER
SERVICE**

A. FEE FOR TURN-ON

When a customer's water is turned off for nonpayment or noncompliance, the customer shall pay the amount due plus any late fee or other fees which are due, plus a turn-on fee as established in the Rate and Fee Schedule. No fee will be charged for turn-on or turn-off to any premise incident to the normal establishment of new service or voluntary termination of an existing service.

B. MULTIPLE TRIP FEE

If a customer has their water service voluntarily turned on or off three (3) times or more in a year, then a fee for each subsequent trip after the second time to the property will be assessed to the customer. The fee is as established in the Rate and Fee Schedule.

C. PENALTY FOR UNAUTHORIZED TURN-OFF

If a customer turns on or turns off the water at the setter (at the meter), then an administrative fee may be charged.

**SECTION 11
AFTER HOURS OR EMERGENCY**

A. AFTER HOURS TURN-ON AND TURN -OFF

Notwithstanding and provisions of the Rules to the contrary, whenever a request is made for a turn-off or turn-on outside of the District's regular service hours between 8:00 am and 5:00 pm Monday through Friday (except District observed holidays) work days and hours, the customer shall pay an additional after-hours fee as established in the Rate and Fee Schedule.

B. EMERGENCY TURN-ON AND TURN-OFF

In the event of an emergency the District will turn-off or turn-on water service to any premises during regular service hours between 8:00 am and 5:00 pm Monday through Friday (except District observed holidays) at no charge to the customer. After hour fees may apply to any emergency water turn-on and turn-off requests outside of regular service hours.

C. EMERGENCY TO OTHER PROPERTY

The furnishings of water by a customer to premises other than that served by the customer's service is prohibited, except as may be approved by the District during emergencies.

**SECTION 12
FIRE HYDRANTS**

A. UNAUTHORIZED USE

It is unlawful for any person to open, close, turn on, turn off, interfere with, attach a pipe or hose to, or connect anything with any fire hydrant except when duly authorized by the District or unless such person is acting in an official capacity as a member of the Fire Department or the District. If a fire hydrant is used without permission, an administrative fee shall be assessed in addition to the charges for any water used as determined by the District. Any such unauthorized use of water is subject to a fine and to criminal penalties under *Utah Code Ann 76-4-404, as amended*.

B. USE FOR CONSTRUCTION PURPOSES

Whenever, in the opinion of the District, it is necessary to install a meter on a fire hydrant for construction purposes, there shall be a charge for the initial installation and a deposit for the meter, as stated in the Rules and Fee Schedule. The deposit will be refundable when the meter is returned in the same condition as when issued and hydrant is verified to be in the same working condition prior to use. If the meter should be moved to other locations from the original installation site, an additional fee shall be charged each time the meter is moved.

**SECTION 13
PRIVATE FIRE PROTECTION SYSTEM**

For each Private Fire Protection System (non-metered fire lines), the following provisions shall apply:

- a. There shall be a fee for each inch of diameter of service connection (see the Rate and Fee Schedule).
- b. Fire protection installation, including the connection at the main, shall be paid for by the applicant. Such payment shall not be subject to refund.
- c. The expense of maintaining the private fire protection facilities on the applicant's premises (including the vault, and backflow device) shall be paid for by the applicant.
- d. The fire line valve located on the District's main will be owned and maintained by the District. All facilities paid for by the applicant that are located after the fire line valve shall be the sole

property of the applicant and maintained by the same. The District and its duly authorized agents shall have the right to ingress to, and from, the premises for all purposes in relation to said facilities.

- e. The minimum diameter for fire protection service shall be one inch (1") and the maximum diameter shall be not more than the diameter of the main to which the service is connected.
- f. If a distribution main of adequate size to serve a private fire protection system, in addition to all other normal service, does not exist in the street or alley adjacent to the premises to be served, then a main extension from the nearest existing main of adequate capacity shall be required by the District.
- g. Private fire protection systems are permitted within the District's service area even if there is no other water connection to the District and when the following requirements are met:
 - 1. Regularly inspected by the underwriters having jurisdiction.
 - 2. Facilities are installed according to the District's specifications
 - 3. Facilities are maintained to District satisfaction
 - 4. Installation of a backflow prevention device and a standard detector-type meter as determined by the District.
- h. No structure shall be built over the fire protection service and the owner shall maintain and safeguard the area occupied by the service from traffic and other hazardous conditions. The owner will be responsible for any damage to the fire protection services facilities.
- i. Subject to approval of the District, any change in the location or construction of the fire protection service, as may be requested by public authority or the owner, will be paid by the owner.
- j. Any unauthorized use of water through the fire protection service is strictly prohibited and may be subject to fines, penalties and possible criminal prosecution under the Public Health Security and Bioterrorism Response Preparedness Act of 2002 and other provisions of Utah law.
- k. The District will supply only such water at such pressure as may be available from time to time as a result of its operation of the system. Each agreement for service on property served by a Private Fire Protection System shall contain appropriate hold harmless and indemnity provisions to protect the District against claims arising from the installation, operation and maintenance of the system.
- l. The owner shall be responsible for the periodic testing of any backflow prevention devices, as required by public authority or the District. Any repair or replacement of such devices or of any other facilities installed to provide private fire protection service shall be done at the owner's expense. Any refusal to comply with the above requirements may be grounds for the District's disconnecting private fire protection service without liability to the District and its officers, agents, employees, and contractors.
- m. Any person that uses such fire service for other than authorized fire purposes may be subject to an administrative fee and to criminal penalties under the Public Health Security and Bioterrorism Response Preparedness Act of 2002 and other provisions of Utah law. The District may enforce this provision by cutting off all water service to the property whereon such use occurs. When water is cutoff by virtue of this provision, no further water shall be served to such property until the aforementioned sum is paid.

- n. Whenever private fire protection is provided, and water service is not provided to the subject property by the District, there shall be a monthly minimum charge as shown in the Rate and Fee Schedule.

SECTION 14

SERVICE CONNECTIONS AND EXTENSIONS

In making a future connection to the water system, each individual building shall be considered an individual consumer and shall be supplied through a separate service connection and meter except as provided for by the Rules and Regulations. Connections hereafter made, including the modification of existing connections, must be in compliance with the District's Standard Details and Construction Specifications.

A. CONNECTION TO WATER MAIN

Upon the receipt of all applicable fees, the District shall allow the premises described in the application to be connected with the District's water main by a service pipe extending from the main to the meter box, which is connection shall thereafter be maintained and kept within the exclusive control of the District.

Service pipes will be laid from the main to a point inside the nearest property where a meter and meter facilities will be installed. The owner shall perform installation and maintenance of all pipes on the customer side of the meter.

B. METERING REQUIREMENT

Each unit in a residential multi-unit structure (up to a four plex) or in a multiple habitable structure on a single property, shall have its own meter.

C. MULT-METERING UNIT REQUIREMENT

A single service line may be allowed to a residential multi-unit structure (of five or more units) responsible for and pay the total water bill without any deductions for vacancies or other reasons. Notwithstanding the foregoing, this Rule shall not be deemed to prevent the District from requiring, in connection with any other discretionary review or permit, that each unit within a building obtain service through a separate customer and be supplied through a separate service connection and meter from any other unit in that building.

D. CHARGES-SERVICE PIPE SIZE

Charges collected by the District for installation of services, meter facilities and meters are determined on the basis of the service pipes. Water meters installed shall remain at all times as property of the District. They shall be maintained, repaired, and renewed by the District when rendered unserviceable through ordinary wear and tear; provided, however, that where replacements, repairs, or adjustments are rendered necessary by any act, negligence, or carelessness of the customer or any member of his/her family or any representative or person in

his/her employ or tenant, all associated expense shall be charged against and collected from the customer.

E. CHARGES-CONNECTION and IMPACT

Charges for installation of water services, meters, and meter facilities shall be on an actual cost basis as determined by the District Manager of his designee, in his sole discretion, including supervision, inspection, overhead and any applicable impact fees. A payment shall be made to the District before any work is commenced. Upon completion of work, a final accounting of cost will be made and any amount over or under the amount collected from the applicant.

F. CHARGES FOR CONSTRUCTION WATER ON SERVICE CONNECTIONS 1" OR GREATER

At the time, the service connection is made a meter will be installed and the developer to property owner will be responsible for payment of any water usage during construction or until a service contract is signed whichever is later. The developer or owner will be responsible for the meter and its appurtenances and will be charged for any damage done.

G. CONFORMING PRIVATE PIPES

Before water will be turned on to any premises not previously served by the water system, the service pipes upon premises must be made to conform to all applicable laws and regulations, including such specifications as may be promulgated from time to time by the District. Conformity must be verified by an inspection by the District prior to the covering of the trench containing such pipe.

H. MAINTENANCE OF SERVICE CONNECTIONS AND EXTENSIONS

The District will maintain all existing service connections and allow the construction of all new service connections, including the meter facilities, except as otherwise set forth in these Rules. The service extension shall be installed and maintained by the customer at his own expense and in accordance with the standards established by the District.

I. DEFECTIVE SERVICE EXTENSION

The District may immediately shut off any service whenever such service extension lines develop leaks, or their condition is such to constitute a danger to the domestic water supplies of the District. Such service shall remain shut off until such lines are properly repaired and/or replaced.

J. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

The customer shall, at his own risk and expense, furnish, install, and maintain in safe condition all equipment constituting the service extension that may be required for receiving, controlling, and utilizing water. The District shall not be responsible for any loss or damage caused by the improper installation, maintenance, wrongful acts, or negligence of the customer or any of his tenants, agents, employees, contractors, or licensees in installing, maintaining, using, or operating such equipment.

The District shall not be responsible for any damage to property caused by spigots, faucets, valves, and other equipment that may be open when service is turned on at the meter in the original installation or when restoration of service is made after a temporary shutdown.

K. WATER CONNECTION FEES AND IMPACT FEES

- a. If the meter and meter facilities are moved from current location or if a larger meter is required, new connection fees will be charged in accordance with the District's Rate and Fee Schedule.
- b. Meter sizes 5/8" through 2" are supplied by the District and charged according to the District's Rate and Fee Schedule. Larger meters and meter facilities are to be purchased and installed by the developer or contractor and in accordance with District specifications.
- c. If the meter facilities are to be moved or if deemed unacceptable to the District, all construction costs related to the change in location and new meter facilities, will be borne by the developer or contractor.
- d. If the meter size is increased, new impact fees will be charged based on the difference between the two-meter sizes as calculated in accordance with the District's Rate and Fee Schedule.
- e. In no case will a refund be issued if the credit from the old connection exceeds the cost of the new connection. In that case, there will be no charge for the new connection. Both meter and meter facilities remain the property of the District.

L. UNAUTHORIZED CONNECTIONS

Unless the prior written approval of the District is first obtained, it is unlawful for any person to make any direct or indirect connection with any District water main, conduit, or pipe belonging to or under control of the District or to use water provided through the District water system except in cases of emergency. Any such unauthorized connections are subject to an administrative fee and to criminal penalties under *Utah Code Ann. 76-04-404, as amended*.

M. UNUSUAL CUSTOMER REQUIREMENTS

When a customer's requirements for water are unusual, or large, or necessitate considerable special or reverse equipment or special consideration, the District may require a contract for an extended period and may also require the customer to furnish security satisfactory to the District to protect the District against loss and guarantee the performance of the provisions of the contract. The District shall require to be prepared an analysis performed by an engineer licensed by the State of Utah for requests for water service for new development that would create an undue hardship on the existing water system's ability to provide adequate supply. The District shall establish the criteria to be used and goals to be achieved through the analysis. The District at its sole discretion will decide if service can be provided. The cost of the analysis shall be the sole responsibility of the property owner.

N. NONSTANDARD WATER SERVICE

Where the customer is being served by a nonstandard water service and a standard water main is thereafter installed, within six (6) months after the District's acceptance of the standard main, the customer shall discontinue the use of the nonstandard water service and shall relocate the service line from the new permanent main to be nearest property line at the customer's expense. The customer shall further be responsible for connecting to the new service line and paying all costs associated with said connection. All work undertaken by a customer associated with the repair of service line extension in the utility right-of-way shall comply with District construction standards.

SECTION 15
WATER MAINS-INSTALLATION AND EXTENSIONS

A. OWNER RESPONSIBILITY

Responsibility for the installation, repair, replacement, or up-grading of water facilities to service any new lots or parcels, including, but not limited to, water mains and fire hydrants, shall be determined by the District at the time an application for service is submitted. When such facilities are installed by a private party, and thereafter accepted by the District, they shall become part of the water system and be the property of the District and be dedicated to the public for the purpose of distributing water to the lands. Facilities of the water system installed on private property or in private streets shall be places on easements dedicated to the District.

B. MAIN EXTENSIONS

Where a reimbursement agreement exists between the District and any person providing for such person from persons utilizing the main (other than the District), in addition to the standard connection charges, a charge shall be made in such amounts as may be determined by the agreement or otherwise determined by a separate resolution of the District Board of Trustees for each service connection to such main or extension of the main.

C. OVERSIZE MAINS

In the event the District elects to require installation on mains or other water facilities of greater size than in the opinion of the District are adequate to supply any new subdivision with water and fire protection, the District shall enter into a reimbursement agreement relating to such facilities.

D. GENERAL

All design and installation of water facilities shall conform to all pertinent sections of Utah Administrative Code R309.

E. SUBMITTALS

Plans and specifications for the installation of water mains, services, and fire hydrants in new subdivisions or areas shall be submitted and filed with the District or its representative, and its approval, payment of fees and deposits shall be obtained before any work of installation or construction is commenced thereon. See the District's "Project Development Process" for more information.

F. DESIGN STADARDS

All water facilities installed in the District shall meet all Utah Division of Drinking Water Rules and Regulations in Rule309. Designs of water mains shall be completed or reviewed by the District Engineer and construction shall meet all the District's standard drawings and specifications which have been accepted by the Division of Drinking Water.

G. TOTAL WATER FLOW REQUIRED

Water Mains shall be designed to provide peak day capacity while keeping flow velocities below 7 feet per second (FPS) as well as to ensure that the minimum static water pressure at any service connection to the system is equal to or higher than 50psi. The District Engineer maintains the hydraulic model and will provide information for peak indoor flows. Peak outdoor flow shall be calculated for each development using R309-510-9(3).

H. DAILY FLOW REQUIRED

The average daily flow requirement, in gallons per minute, as required in Subsection G, above, shall be obtained by multiplying the estimated daily water consumption in gallons per capita, times the total estimated population to be served by the new water facilities or unit thereof, and dividing the sum by one thousand four hundred forty (1,440 being the minutes in a twenty-four-hour day). In no case shall there be permitted average daily design flow consumption per capita for any new water facility or unit thereof of less than one hundred (100) gallons per day at a normal operating pressure of not less than forty (40) pounds per square inch.

I. CIRCULATION

All new water facilities shall be designed to permit circulating water flows except where impractical because of cul-de-sacs and like conditions or the incomplete development of the grid system. Design of dead ends must meet the requirements of R309-550-5(7).

J. PIPE DESIGN

All water pipe and fittings used in water distribution mains or lines laid or replaced shall be designed in accordance with the standards of required design for pressures and forces established by the American Water Works Association (AWWA). Copies of these standards can be found on the District's website and are on file at the business office of the District's water system. All materials must meet the requirements of ANSI/NSF Standard 61 as well as R309-550-6.

K. MAIN SIZE

For all water mains or systems hereafter installed or replaced, the minimum size shall be eight (8) inches in diameter, on which or where fire hydrants are located, as outlined in R309-550-5(4).

L. SERVICE PIPE SIZE

In all future subdivisions of property or lot splits, the diameter of the water service pipe and connection to the water main shall not be less than the service pipe required by the State Adopted Plumbing Code for the building served thereby. The service pipe shall be equipped with a valve at the inlet to the meter. In order to provide adequate water service to large parcels or

lots, the District may require larger water service pipe and connections as determined in its discretion. All services shall meet the requirements of R309-550-11.

M. NEW SERVICE PIPES

All new service pipes (other than main lines) shall be placed not less than sixty inches (60") below the surface of the ground. Main lines shall be at least 60" below the surface.

N. VALVE LOCATION

New water main line valves on distribution mains or lines shall be installed on not less than a three-valve (3-Valve) pattern at street intersections having a single intersecting main. All isolation valves shall conform to R309-550-5(8).

O. INSUFFICIENT PRESSURE CAPACITY

When the premises for which water is sought does not about a main with sufficient pressure and capacity to provide the required flow to the property line, the application for service may be rejected. The District does not guarantee any pressure or flows to be provided to any premises.

P. FIRE HYDRANT SIZE, TYPE AND LOCATION

The size, type, and location of new fire hydrants shall be designated by the UFA of the District. Any new fire hydrant pipeline from the street water main to the fire hydrant shall have a minimum diameter of six (6) inches and shall have a shut-off valve. All hydrant installations shall also meet all requirements of R309-550-6(5).

Q. OWNERSHIP, REPAIR AND REPLACEMENT OF FACILITIES

The District shall not be required to renew or replace water mains that are outside the established boundaries of the water system or are not owned and maintained by the District except where authorized by written agreement.

SECTION 16 WATER METERS

A. NEW METER INSTALLATION

When the District installs a new water meter for any premises, the valve at the meter shall be turned to the "off" position unless the owner has specifically requested the water be turned "on".

B. WATER METER OWNERSHIP

All meters installed on water service connections shall be, and remain, the property of the District whether installed on public or private property and shall be operated or removed only by the District.

C. WATER METERS-PLACEMENT-INSPECTION

The location of the meter or meters used in measuring the customer's use of water must be in a place Satisfactory to the District before service will be supplied.

The applicant, as a condition of his contract for water service, guarantees access to the meter for purposes of reading and maintenance thereof.

The District will pay no rent or other compensation to install or maintain meter and meter facilities on customer's premises.

D. LOCATION CHANGE-COST

Except as otherwise provided on the Rules, when it is necessary for the convenience of the District or because of the District's installation of new mains to change an existing water meter or water service location, such new location shall be made at the cost and expense of the District.

E. ACCESS TO PROPERTY

The District's authorized and identified representatives or employees shall have access to the customer's premises at all times for the purpose of reading meters, inspecting, testing, repairing, removing, exchanging, or otherwise giving necessary attention to all equipment belonging to the District. The District retains the right to inspect a customer's plumbing for possible cross-connections or other conditions that may present a hazard to the integrity of the District's system. In case any authorized representative or employee is refused admittance to any premises, or after being admitted in hindered or prevented from making such examination, the District Manager, or his/her designee, may cause the water services to be turned off to enforce the provisions of these water Rules and Regulations.

F. REMOVAL, REPAIR and REPLACEMENT

No person other than the District may remove a meter. In all cases where meters are lost, damaged, or broke by carelessness, negligence, or willful act of the customers, owners, or occupants of the premise, or their employees, contractors, or agents, they shall be replaced or repaired by or under the direction of the District, and the cost shall be charged against the customer, and in the case of nonpayment, the water may be shut off and will not be turned on until such charges for turning on the water are paid.

**SECTION 17
VALVES**

A. SHUT-OFF VALVE

The customer shall install a suitable shut-off valve(s) that will shut off all service to the premises.

B. DISTRICT VALVES

All valves on the District's side of the water meter are for use by the District. Such valves shall not be used, or in any way tampered with, by the customer or any agent or contractor of the customer.

SECTION 18

DAMAGE OR DESTRUCTION TO DISTRICT ASSETS

A. DAMAGE TO DISTRICT PROPERTY

The customer shall provide a space for, and exercise proper care to protect the property of, the District on its premises, and in the event of loss or damage to the District's property arising from neglect of the customers to care for same or from any willful act of the customer, the cost of necessary repairs or replacement shall be paid for by the customer.

B. TAMPERING OR DESTRUCTION OF EQUIPEMNT PROHIBITED

It is unlawful for any reason to break, damage, destroy, uncover, deface, or tamper with any structure, equipment or appurtenance which is part of the District's water system. Each violation thereof shall be charged a fee, as stated in the Rate and Fee Schedule. The provisions of this Rule shall not be deemed to waive any criminal liability otherwise established by law.

C. LOSS OR DAMAGE ON CUSTOMER

The District shall not be liable for any loss or damage of any nature whatsoever caused by defect in the customer's line, plumbing, or equipment, and the District may, without notice, discontinued service to any customer when a defective condition of plumbing or equipment upon the premises of the customer results, or is likely to result, in interference with proper service or is likely to cause contamination of the water. The District does not assume the duty of inspecting the customer's line, plumbing, or equipment and shall not be responsible therefore, and will not be liable for failure of the customer to receive service on account of defective plumbing and apparatus on the customer's premises, or for excessive consumption.

SECTION 19

DISTRICT LIABILITY

A. LIABILITY-SHUT-OFF for REPAIR or NONPAYMENT

The District may at time shut off water to any premises connected with the water system for repairs, extensions, failure to pay charges as provided by the Rules, or other necessary purposes. The District and the Water System Operator shall not be liable for any damages which may occur as a result of water being shut off to any premises, including, without limitation, the bursting of boilers supplied by direct pressure, the breaking of any pipes or fixtures, stoppage or interruption of water supply, or any other damage resulting from the shutting off of water. It is the responsibility of customers who have any machinery, material, process, or plant which requires a constant supply of water to install upon their premises such as water storage facilities as will prevent any damage in case the District water supply may for any reason be interrupted or discontinued and to provide backflow devices to protect against loss from the interruption or discontinuance of water service.

B. DISTRICT NOT LIABLE FOR DAMAGES

The District and the Water System Operator shall not be liable for damages, nor will allowances be made for loss of production, sales, revenue, or service, in case of water pressure variation, or in case the operation of the District's source of water supply or means of distribution fails, or is curtailed, suspended, diminished, or interrupted for any cause. Such pressure variations, failure, curtailment, diminishment, suspension, interruption, or interference shall not be held to constitute a breach of contract on the part of the District or in any way affect any liability for payment for any changes or assessments due.

C. LIABILITY DISCLAIMER

The District and the Water System Operator shall not be liable for any damage to persons or property resulting from a turn off or turn on of the water service, including, but not limited to, situations where water service is left on between a change of customers occupying the premises, at the request of one (1) of the customers, or the service is disconnected for nonpayment for failure to have a current water service application.

D. LIABILITY FOR DAMAGE TO EQUIPMENT AND PROPERTY

The owner shall be liable for any damages to the meter, meter facilities, equipment or property owned by the District, which results from any intentional or negligent act by the customer, his tenants, agents, employees, contractors, licensees, or invitees. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill therefore.

**SECTION 20
CROSS-CONNECTIONS-BACKFLOW PREVENTION**

The District has, by Resolution, adopted Rules and Regulations for cross-connection control and backflow prevention purposes which can be found in the District's Control of Backflow and Cross Connection Policy.

**SECTION 21
WATER CONSERVATION MEASURES AND RESTRICTIONS**

A. WATER CONSERVATION MEASURES AND RESTRICTIONS

The District has, by Resolution, adopted certain water conservation measures which can be found in the District's Water Conservation Plan.

2. Water Use Restrictions

A. Restrictions During Emergency

1. The District Manager shall have the power or authority to determine when an emergency exists, and such determination shall be final or until revised at meeting of the Board of Trustees. In the event if any emergency the District Manager shall have the right, power, and authority to turn off the water from any main or mains or pipes of the water system of the District with or without notice, in addition to

the power given in this section, the District Board of Trustees reserves the right in the event of any emergency to turn off the water from any main or mains or pipes of the District wither with or without notice and for so long a time as the District Board of Trustees may deem advisable.

B. Unauthorized Use, Damage or Tampering Prohibited

2. No person shall in any manner willfully damage or injure the water system, or any part thereof, or take water therefrom or use the water system in violation of the Rules without the written permission of the District. Any such unauthorized use of water is subject to an administrative fee and to criminal penalties. No person shall otherwise tamper with any main, pipe valve, or any other equipment which forms part of the water system. Any such unauthorized use of District's equipment or infrastructure is subject to an administrative fee and to criminal penalties.

SECTION 22 VIOLATION-CORRECTION OF CONDITIONS

Any person who shall violate any of the provisions of the Rules shall become liable to the District for any expense, loss, or damage occasioned by reason of such violation.