Big Plains Water and Sewer Special Service District

POLICIES AND PROCEDURES FOR RETAIL WATER SERVICE

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Big Plains Water and Sewer Special Service District

RULES AND REGULATIONS FOR RETAIL WATER SERVICE
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CHAPTER 1

1.0 APPLICATION FOR WATER SERVICE

1.1 NEW CONNECTIONS FOR WATER SERVICE

1.1.1 Applicants desiring a connection for property located within the District shall notify the District requesting that the District provide the required retail water service. The District will not issue any new connections on parcels prior to a building permit being issued by the Town of Apple Valley. As an exception, water meters may be installed for agricultural use only. But it may not be connected to any structure or be used as culinary water without a building permit. The District will then follow its procedures for obtaining water service. The applicants shall bear the cost of all expenses associated with providing the retail water service. If providing service by the District requires a mainline extension the applicant will follow the procedures starting with section 1.4 entitled "Procedures for Obtaining Water and Sewer Services for Development Projects".

1.1.2 Unless waived by the District for good cause, applicants desiring a connection for property not included within the existing boundaries of the District shall petition to annex their lands into the District before their application will be processed. The petition shall include a legal description of the property and reasonable evidence that the petitioner is the owner of the property to be annexed or is the lawful agent of the owner. In addition, if the property is located within the legal boundaries of an incorporated city, the application shall also comply with the procedure in paragraph 1.1.1.

1.1.3 All applicants shall sign a Water Application and Agreement. Such application shall include the location of the desired water service, the name of the applicant, the date of application, proof of ownership of the property, and the basic terms and conditions with which the applicant shall be required to comply to receive water service. Such terms and conditions shall require the applicant to:

1.1.3.1 Pay the current connection fee as established by the District's Board of Trustees. Connection certificates issued and agreements providing for connections executed prior to the effective date of these Rules and Regulations shall be honored.

1.1.3.2 All new applicants shall provide to the district the applicant's social security number and pay to the District a $200.00 deposit, which, at the option and request of the applicant, may be credited to the applicant's account after one year, provided that the applicant's account has not been delinquent at any time during the one year time-period. Should the applicant fail to request that the deposit be credited to their account after such time, the District shall retain the deposit until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District.

Should an applicant choose not to provide their social security number; the applicant shall pay a $500.00 deposit, which will be retained by the District until either party terminates service. Upon termination, the District will return the deposit to the applicant, less any amounts still owing to the District.

Existing customers shall not be required to provide the District with their social security number, unless their accounts have ever been delinquent for more than ninety (90) days.

1.1.3.3 Convey to the District, in a form and manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant. For a single family residential connection with outside irrigation not exceeding one acre, the quantity of water right to be conveyed is 1.0 acre foot. The requirement for other applications shall be determined on a case-by-case basis. The conveyance to the District and the District's obligation to service the applicant is conditioned upon approval by the State Engineer of a change application filed by the District to change the nature and place of use and the point of diversion of the conveyed water right to that consistent with the requested service. Any reduction by the State Engineer in the quantity of water approved as a result of change of nature of use or forfeiture shall be the responsibility of the applicant. In the *event* that the applicant is unable to convey all or a portion of the *above* required right, applicant may purchase from the District, if available, that quantity of water needed to meet this requirement at a price per acre foot to be determined by the District from time to time based on current fair market value and administrative costs. Water rights purchased from the District shall not require further approval by the State Engineer.

1.1.3.4 Pay for all sums of water usage and service charges at the rates lawfully set from time to time by the District's Board of Trustees. The District shall impose a five percent finance charge, applied monthly to all delinquent accounts.

1.1.3.5 Abide by and obey all rules and regulations then in effect and thereafter adopted by the District.

1.1.3.6 Pay all water and service charges within 30 days of the statement due date. Failure to pay said charges within 30 days will result in the account being declared delinquent and the water service terminated upon proper notice. Water service shall be restored upon payment of all delinquent amounts plus a reasonable service restoration charge.

1.1.3.7 Pay any interest, collection charge, and restoration fee set forth in these Rules and Regulations.

1.1.3.8 Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce these rules and regulations.

1.1.3.9 Acknowledge that the service connection and all of its parts and materials from the water main to the point of connection to the line stubbed from the building, said point of connection being immediately downstream of the meter box, shall be the property of the District.

1.1.3.10 Acknowledge that the District has the right to inspect a customer's plumbing for possible cross-connections or other hazards to the District's water system.

1.1.3.11 Acknowledge that the District reserves the right at any time, without notice, to shut off or curtail water service, in the event of a water scarcity, to facilitate repairing or maintenance of the District's water system, or to protect the District's water system and supply from contamination which could endanger the public health.

1.1.3.12 Identify a relative by name and address, not living with the applicant.

1.1.3.13 Notify the District of any cross-connection, backflow incident, or other condition within the customer's system which may put the District's system and/or water supply at risk for contamination. Notification must occur as soon as possible, but no later than 24 hours upon learning about such conditions.

1.1.3.14 Acknowledge that the customer shall be responsible for installing and maintaining a thermal expansion chamber and a pressure reducing valve on the cold water line feeding the customer's water heater, and that any damage which may occur as a result of a missing or faulty thermal expansion chamber or pressure reducing valve shall be the responsibility of the customer. Neither the chamber nor the valve shall be removed except to necessitate replacement or repair.

1.1.4 Upon proper execution of the annexation petition, if applicable, signing of the Water Application and Agreement, payment of the current connection fee, conveyance of the required water rights or payment in lieu thereof pursuant to paragraph 1.1.3.2 above, plus any other charges or fees that are determined to be due and the District's determination that water and facilities are available for service at such location, the applicant shall be accepted as a retail customer of the District.

1.2 TRANSFER OF AN EXISTING CONNECTION TO A NEW APPLICANT

1.2.1 An existing connection may be transferred to a new applicant upon the same terms and conditions as required for a new connection with the exception that in place of a connection fee, the new applicant must demonstrate proof of purchase or lease. Proof may be demonstrated by a deed or lease for the property involved, or by such other evidence as the District may deem sufficient.

1.2.2 If the new applicant is a renter or lessee, the property owner must also sign a Water Application and Agreement. The property owner must return the Water Application and Agreement within five (5) days after the renter or Lessee has signed an agreement, if a local resident. Out of town property owners must return the application within ten (10) days. If the property owner does not return the application within the specified number of days, water service shall be terminated at the service address until the application is received. Payment of the bill shall be the responsibility of the property owner. If requested by the property owner, a copy of the bill will be mailed to the renter or Lessee.

1.2.2.1 If the renter or lessee operates a business on the property, the renter or lessee shall remit a refundable deposit, the amount of which shall be established from time to time by the Board of Trustees.

1.3 TEMPORARY RETAIL CONNECTIONS

1.3.1 Applicants for a connection to provide water on a temporary basis (for purposes such as construction) shall sign a Temporary Water Use Agreement which shall include the information, terms and conditions included in the regular Water Application and Agreement and also the estimated amount of water usage. The applicant shall also pay a connection fee which shall consist of the estimated charge for actual services rendered and non-recoverable materials used in making the connection, plus a reasonable service charge for the processing of the application.

1.3.2 Upon approval of the application, payment of the required fees and installation of the service connections by the District, the applicant may connect into the District's system through the service connection provided. The connection shall be made according to requirements and terms which the District may consider appropriate to monitor the safety, health and integrity of its water and its facilities. The water provided shall be used only for the purpose outlined in the application; use in any other manner may constitute grounds for cancellation of service.

1.3.3 All damage to the service connection, meter and excess water usage shall be billed to the applicant and payable upon the terms and conditions of the Water Application and Agreement.

1.3.4 The water rates for temporary retail service shall be the District's retail rate plus ten percent. In addition, the applicant shall pay a $25.00 connection fee.

1.4 PROCEDURES FOR OBTAINING WATER AND SEWER SERVICE FOR DEVELOPMENT PROJECTS

1.4.1 Developer will provide District Engineer with an electronic or reproducible of the preliminary plat or site plan which shall include the following data:

1.4.1.1 Lot location and dimensions, including existing and proposed contours.

1.4.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.

1.4.1.3 Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.

1.4.1.4 Location of other proposed improvements and of proposed utilities.

1.4.1.5 Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.

1.4.1.6 Deposit with the District the fee for preliminary engineering.

1.4.2 District Engineer will prepare a preliminary design of water and sewer system extensions and a service availability report for review by the District. Prepares construction cost estimates, schedule of easement document preparation fees, schedule of engineering fees, schedule of construction deposits and the Water and Sewer Extension Agreements.

1.4.3 District Board will approve preliminary design and services availability report. Notifies the Board of Health and the Developer that the District will supply sanitary sewer and water service to the project or notifies the developer that such services is not available.

1.4.4 District Board will notify Developer of the amount of Engineering fees, based upon

8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer.

1.4.5 Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction Deposits for Manholes, valves, fire hydrants and compaction tests, to the District.

1.4.6 District Manager transmits one executed copy of the Water and Sewer Extension Agreement to the Developer and one copy to the District Engineer.

1.4.7 Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.

1.4.8 District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.

1.4.9 Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.

1.4.10 Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the District, and provides a copy of his Agreement with the Contractor, and evidence of the Contractor's insurance, to the District. Provides Easements for all District-owned sewer and water lines not located in dedicated roads or Utah Department of Transportation Right-of-ways.

1.4.11 District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the District.

1.4.12 Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.

1.4.13 District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.

1.4.14 District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.

1.4.15 District Engineer provides the District Inspector and the Contractor with cut sheets for sewer and water mains prior to construction.

1.4.16 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.

1.4.17 District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the District.

1.4.18 District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.

1.4.19 District will return the Construction deposits for manholes, valves, fire hydrants and compaction tests, to the Developer, after confirming that all required easements have been obtained, all fees paid and all phases of the sewer and water extension work are complete.

1.4.20 District Engineer prepares as-built drawings.

CHAPTER 2

2.0 TERMINATION OF SERVICE

2.1 When termination of service is desired, the water user shall notify the District and request the preparation of a final bill.

2.2 If the water user is a renter or lessee, upon payment of the final bill, the District shall refund any previously received deposit. Otherwise, the deposit shall be applied towards the outstanding bill.

2.2.1 If the deposit is more than required to cover the outstanding balance for water service, the outstanding balance shall be deducted from the deposit and the remainder refunded to the customer. A reasonable attempt shall be made to obtain a forwarding address to refund any remaining deposit. Deposits not refunded or claimed after one year shall be forwarded to the State of Utah.

2.3 The District shall maintain a list of customers with unpaid water bills. Applications for water service from previous customers with unpaid balances shall not be processed until the unpaid balances together with the interest at a current rate as approved by the Board of Trustees are paid.

2.4 The District may, for just cause and after due notice and an opportunity to be heard before the General Manager, terminate the water service of any customer.

2.5 If any building permit has been revoked, the District will terminate service and remove the water meter.

CHAPTER 3

3.0 BILLING AND PAYMENT OF BILLS

3.1 METER READING

3.1.1 To the extent possible, water meters shall be read each month, and corresponding bills shall be sent to customers for that month's water use. However, this interval may be varied under special circumstances or situations.

3.1.2 Large water users, such as apartment complexes and some types of businesses, shall have their meters read every month.

3.1.3 An initial reading shall be made when water service is commenced and a final reading shall be made when service is terminated or transferred *to* a new customer.

3.1.4 Except as set forth in Subsection 3.1.2, the District may elect not to read meters from December through February. During this time, estimated bills may be sent based on the rates and estimated usage as set from time to time by the Board. When the meters are buried by snow or other obstacles, or in other circumstances when the meter is inaccessible or otherwise unreadable, the District also may estimate the bill, taking into account prior years' water use, the season, and the prevailing weather patterns and water use. Any over-charge or under-charge resulting from estimating water usage shall be equalized when the meter is next read and a billing thereon issued.

3.1.5 Except when water usage is estimated, the water bill shall give a statement of the current and past meter readings and the current water consumption.

3.2 PAYMENT OF BILLS

3.2.1 A bill shall be due and payable within 30 days from the date the statement is prepared.

3.2.2 A bill that is not paid by its statement due date shall be considered delinquent, and shall incur an interest charge of 5% per month on the delinquent balance. In addition, legal action may be taken to collect the amount due the District.

3.2.3 A bill which remains unpaid for more than 30 days after the statement due date shall be sufficient grounds for termination of the water service.

3.2.4 If a bill remains unpaid for more than 30 days after the statement due date, a notice will be sent to the customer. The notice may or may not be contained in or printed on a customer's bill. The notice shall state that the bill is delinquent and that unless other arrangements are made with the District Staff, the outstanding balance, and interest must be paid by the date specified in the delinquent notice (generally 15 days after mailing); otherwise, the water service will be terminated.

3.2.4.1 If, after the specified date, the bill remains unpaid, a written notice shall be hand delivered to the service address. If no one is home, the notice shall be placed in some conspicuous place. The notice shall state that unless the account, interest charge, and a

$5.00 late notice fee are paid or other arrangements made with the District staff within 24 hours, water service will be terminated.

3.2.4.2 If the customer pays the bill, interest charge, and late notice fee in full, the account will be cleared, and revert back to normal status.

3.2.4.3 If the account remains unpaid or other arrangements for payment have not been made by the customer with the District staff, the water service shall be terminated the morning of the second workday. Water service shall not be resumed until the delinquent bill, the interest charge, the $5.00 late notice fee, and the $50.00 service restoration fee have all been paid. The District shall have a full twenty-four (24) hours to restore the water service after payment has been made.

3.2.5 If a customer calls to make payment arrangements with District staff, the reason for the request must be unexpected financial hardships. Payment plans should only be allowed in extreme cases. The District's Staff may approve payment plans for accounts with an outstanding balance less than $1,000.00. Any plan for a balance greater than $1,000.00 may be approved by the District Board. Monthly finance charges will be waived on a delinquent account if a customer pays the current month's charges plus the lesser of 10% of the total balance or $50. Any scheduled payment not made when due will result in immediate termination of service without notice, in which case all outstanding amounts must be paid in full before service is restored.

3.2.6 If the District has terminated water service at any location for any reason, and if a customer or owner restores service at such location through the District's system in any way without remedying the cause of such termination, such customer shall be assessed three times the normal restoration service fee, plus the cost of restoring the connection to its normal operational status. If anyone takes, uses, distributes, or transports water owned by the District without the District's permission, that person shall pay to the District the full cost or value of the water, whichever is greater, and a fee of $100.00.

3.2.7 If a customer issues any check, draft, order, or other instrument for payment of his[1] water bill which is not honored upon presentment or which was returned to the District unpaid for any reason, the District may elect to pursue, without waiving any other remedy, claim, or cause of action, those remedies set forth in the Utah Dishonored Instruments Act, Utah Code Ann. § 7-15-1 et seq. The District also may elect to give notice of a water service Termination date, and in that event, service shall be terminated without further notice.

3.2.8 If, after at least one year of uninterrupted service, a retail customer is not then in arrears or otherwise in default, the customer may request the District to average the customer's bill into equal monthly payments. At the end of

[1] The male pronouns "he," "him," "his," and "himself," when used in the Bylaws and in the District's Policy Manual, include the corresponding female pronouns.

each year, the customer's usage will be reviewed, and the equal monthly payment adjusted, if necessary. Enrollments for this plan will be open once per year.

3.2.9 The District shall accept the following methods of payment for retail customers' payments on account: Check; cash; cashier's check; money order; Automated Clearing House; credit card; or check-by-phone payments made through a third party designated by the District (a $1.00 convenience fee will be charged for each transaction made through the third party).

3.2.10 Security Deposits

3.2.10.1 A security deposit of $100.00 will be charged to all commercial customers who rent/lease the premises where water service is to be provided.

3.2.10.2 A security deposit of $100.00 will be charged to any customer who is on the District's "red tag" (delinquent) list at least three times or more in any twelve-month period. The deposit shall be paid in cash or in immediately available funds, and it shall be tendered to the District in full before service will be restored.

3.2.11 Payment of Standby Fees

3.2.11.1 The water district utilizes Standby Fees to maintain connections to be available to existing system customers where water system expansion is not required. Customers that are paying standby fees also receive the additional benefit of a waiver of normal impact fees. Customers in the Standby program who fail to stay current on their standby fees place the district and its other customers in a financially unsustainable position by reducing ongoing revenue and future impact fee revenue.

3.2.11.2 Effective January 1, 2018, the District will no longer extend the impact fee waiver to customers who fall behind on their standby fee payment beyond 90 days. Customers over 90 days delinquent as of Jan 1, 2018 will have until March 31st, 2018 to come current on past due standby fees. Previous standby Customers may receive a credit toward the impact fee in an amount equal to the total standby fees paid.

3.3 DISPUTED BILLS

3.3.1 If a customer believes that a bill is incorrect, the billing may be protested in writing or by calling the office.

3.3.2 All protests shall be made within 15 days of the postmark date, or the protest is waived. The time period for allowing protests shall be set forth on the "Water Application and Agreement."

3.3.3 Disputed bills shall not be declared delinquent during the time the dispute is unresolved. Upon resolution of the dispute, a new statement showing the revised charges to the customer shall be issued. The payment of said revised charges shall become delinquent 15 days after the statement date of the new bill. In the event that said charges are not paid, the water service may be terminated as provided in sections 3.2.4 et seq.

3.3.4 In the event that a dispute remains unresolved in excess of 30 days after

protest, legal action may be initiated by the District to resolve the dispute and to collect the lawful amounts due the District.

CHAPTER 4

4.0 RATES, CHARGES, AND FEES

All rates, charges, and fees presently existing and hereafter established, shall be set and changed from time to time by the Board of Trustees. Rates, charges, and fees shall be reasonably related, to the extent possible, to the cost of providing the service for which they are assessed. A schedule of current fees and charges in effect is set forth in AppendixA1.

All parcels that have water distribution lines bordering their property are required to pay a standby fee. All parcels being charged a standby fee are considered to be part of the existing water system. As they are required to pay a monthly standby fee, the water impact fee will be waived for that parcel when a building permit is applied for, provided the account is current. However, standby accounts will be required to pay a connection fee to begin using water if that fee has not previously been paid.

CHAPTER 5

5.0 SERVICE CONNECTIONS

5.1 To the extent practicable, each residential service connection shall supply only one single family dwelling unit.

5.2 Upon installation, the service connection becomes the property of and responsibility of the District from the water main through the meter to the point of connection with the pipe stubbed from the building, said point of connection being immediately downstream of the meter box. The meter, as part of the service connection, shall be repaired or replaced by the District, unless it becomes damaged or inoperable due to intentional damage by the customer. The District shall have the right to estimate the amount of water used during the time the meter is inoperable. Such estimate shall be based upon past usage by the customer, usage by a customer with similar circumstances, or any other relevant criteria.

5.3 Repair of leaks and service of plumbing on the customer side of the service connection shall be the responsibility of the customer. As such, water lost through a leak or open valve on the customer side of the service connection shall be paid for by the customer at the prevailing rates for water. The District will attempt to notify the customer if a leak is suspected. If the meter has not been read for more than two months, the District will adjust the customer's bill by charging its average wholesale water rate for the estimated amount of water lost because of the leak. The bill will not be adjusted until the customer has presented sufficient proof of repairing the break.

5.4 Where possible, the meter and service connection shall occupy the public right-of- way. In cases where this is not possible, the meter may be situated on the customer's property. The District shall have the right of access to water meters wherever located for inspection, meter reading, as well as for connection service and maintenance. The customer shall not do, allow, or cause to be done, any act or condition which would in any way impair or prevent the District's access to its meter or service connection.

5.5 The District shall periodically, or upon reasonable request of the customer, test water meters for accuracy. Faulty meters shall be repaired or replaced by the District.

5.6 Any customer who tampers with, damages, or destroys a meter in any manner, shall be liable to the District for all costs associated with returning the meter to its normal operation.

5.7 The District retains the right to inspect any conditions within or associated with a facility that may put the District's system and/or water supply at risk for contamination. If a condition is discovered that may seem a risk, written notification shall be given to the customer along with a request for the customer's response and a proposed correction determined by the District based upon the severity of the hazard. If, thereafter, the hazard is not corrected to the District's satisfaction, or the District determines the risk to public health to be imminent, water service shall be terminated immediately. Service shall not be resumed until the hazard is removed or adequately protected as determined by the District.

5.8 Whenever the District, acting through its inspectors, determines that a water service connection is a hazard to the District's system and/or water supply, a backflow prevention device and/or assembly shall be installed in accordance with the current plumbing code as adopted by the State of Utah and/or as contained in the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. All backflow prevention

assemblies shall be installed by the customer on the service line of the customer's water system, at or near the property line, or immediately inside the building being served; but in all cases, before the first branch line leading off the service line. Within ten (10) working days following the initial installation, the customer shall obtain a certified inspection and operational testing of the backflow prevention assembly and furnish the results to the District Thereafter, the customer shall obtain a certified inspection and operational testing of each backflow prevention assembly conducted at least once per year and furnish those results to the District. In instances where the District deems the hazard to be great, the customer shall obtain certified inspections more frequently as required by the District. The inspections and tests shall comply with standards established by the current plumbing code adopted by the State of Utah and/or the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water.

5.9 All presently installed backflow prevention assemblies which do not meet the requirements of this Chapter as of October 22, 2005, but which were approved for the purposes described herein at the time of installation before that date, and which have been properly maintained, shall satisfy the requirements of these rules so long as the District is assured that the assembly shall satisfactorily protect the public water system. The assemblies shall be subject to the current inspection, testing and maintenance requirements as outlined by the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. If the existing assembly is moved from the present location, requires more than minimum maintenance as determined by the District, fails to operate properly during a testing exercise, or is determined to be hazardous by the District, the unit shall be replaced by the customer with a backflow prevention assembly which meets all then current requirements at the time of installation.

5.10 No backflow prevention assembly shall be installed so as to create a safety hazard (i.e., over an electrical panel, steam pipes, boilers, or above ceiling level). All backflow prevention assemblies must be installed according to the standards established by the current plumbing code adopted by the State of Utah and/or the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water, and must be easily accessible for testing by the District.

5.11 Forfeiture of Connections:

Upon request, the Board of Trustees may approve the forfeiture of standby or metered connections for extenuating circumstances to be determined by the Board of Trustees. If the Board of Trustees agrees to allow the forfeiture of a connection, it is District policy that the owner of the connection to be forfeited is not entitled to any compensation or credit for any fees or financial obligations paid with respect to that connection, including connection fees, impact fees, standby and usage fees as well as physical water requirements previously transferred to the District.

6.0 MULTIPLE UNITS

6.1 The owner of the property shall be liable for payment of all water delivered to the various units.

6.2 If two or more buildings are connected to the same meter, and if their ownership should become severed, the original owner shall remain liable for payment of all water usage until separate meters can be placed in service for each building. The new owner shall be liable for all costs associated with the new service connection.

7.0 FIRE HYDRANTS AND FIRE LINES

7.1 The cost of installation and materials for fire hydrants, fire lines, and Detector Check Systems shall be borne by those benefitting from the location of the facilities, as determined by the District. Upon installation, the hydrants, fire lines, and Detector Check Systems shall become the property of the District.

7.2 Existing hydrants will be inspected, maintained, and replaced as determined by the District.

7.3 Use of fire hydrants without permission of the District, except by the Fire Department, is prohibited.

7.4 The District shall have the right to approve the type of fire hydrant together with the design, specifications, and installation of all fire lines and Detector Check Systems. A Detector Check System is required when installing a fire line.

7.5 Each month the Detector Check Systems shall be inspected to insure the valves are turned on and to check for water use. Any unauthorized use shall be billed to the customer.

7.6 The cost of inspecting and maintaining fire lines and Detector Check Systems shall be billed to the customer according to an approved fee schedule.

8.0 WATER MAIN EXTENSIONS

8.1 Any residential or commercial developer must request retail water service by signing an Extension Agreement with the District before installation of water mains, fire hydrants, or other waterworks required by the District.

8.2 To the extent practicable, the cost of installing water line extensions shall be borne by those benefitting from the extensions, as determined by the District.

8.2.1 If, in the discretion of the District, projected future water needs require a water main of greater size than that needed for the development alone, the District may require that a larger water main be installed.

8.3 Existing water mains shall be maintained and replaced by the District.

8.4 All water main extensions shall become the property of the District, subject to the terms of the Extension Agreement.

9.0 UPGRADING SIZE OF CONNECTIONS

9.1 Customers desiring a larger service connection than is presently in place shall be charged the actual cost of up-sizing the connection less the fair market value of any salvaged materials from the old connection.

10.0 ALL OTHER SERVICES

10.1 All other services to be rendered by the District shall be negotiated between the customer and District, and shall be approved by the Board of Trustees. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with costs incurred by the District for such services.

11.0 GENERAL PROVISIONS AND OBLIGATIONS

11.1 Limitation of Liability. The District shall not be responsible for disruptions, irregularities or failure of service caused by broken water mains, power outages, equipment failure, or other circumstances beyond its reasonable control, and in no event shall the District be liable for any damage of any kind resulting therefrom.

11.2 In the case of an emergency such as a natural disaster, the District solicits the cooperation of all customers. During such emergencies, the District will make every effort to keep its customers informed of the status and adequacy of its water supply.

11.3 The District reserves the right at any time, without notice, to shut off or curtail water deliveries through its mains for the purpose of making repairs or extensions or for other purposes, and no claim shall be made against the District, by reason of any breakage whatsoever, or for any damage that may result from shutting off the water for repairing, laying, or relaying mains, hydrants, or other connections, or for any other reason whatsoever, including natural causes. The District will attempt to provide notice to customers affected by a shut-off when adequate time exists to give such notice.

11.4 In the event of scarcity of water, the Board may, by proclamation, limit the use of water for any purpose to the extent as in its judgment is required for the public good. In the event of such scarcity, and in the event that a meeting of the Board cannot be convened before preventative action is required, the District's General Manager may issue a proclamation limiting the use of water. Said proclamation shall have full force and effect until such time as the Board shall be able to meet

11.5 The provisions of these rules and regulations shall be severable. If any provisions hereof, or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of these rules and regulations, or its application in a different circumstance.

11.6 No customer shall create or allow to exist any condition or activity which causes a District employee reasonable fear and/or apprehension for the safety of the employee's person and/or personal property in the possession or custody of the employee.

11.7 Any District employee who reasonably fears for his personal safety or for the safety of personal property in the possession or custody of the employee, may take all reasonable acts, or refrain from acting, as the employee deems necessary to provide appropriate protection.

11.8 An individual who tampers with District facilities for the purpose of stealing water will be subject to fines and charged for water and services used.

11.9 In the event a customer violates any of the District's policies, rules and/or regulations, the District may take such remedial action as it deems appropriate, including but not limited to the termination of water service to the customer.

12.0 CONTROL OF BACKFLOW AND CROSS CONNECTIONS

SECTION 1 CROSS CONNECTION CONTROL---GENERAL POLICY

12.1.1 Purpose of Ordinance:

12.1.1.1 To protect the Public drinking water supply of Big Plains Water & Sewer Special Service District (BPWSSSD) from the possibility of contamination or pollution by requiring compliance with the Utah Public Drinking Water Rules (UPDWR) and the Plumbing Code, as adopted by the State of Utah, and requiring a cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these minimum safety codes will be considered reasonable diligence for the prevention of contaminants or pollutants which could backflow into the public drinking water system; and,

12.1.1.2 To promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state regulations and plumbing code to assure water system safety; and,

12.1.1.3 To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent contamination or pollution of the drinking water system.

12.1.2 Responsibility: Drinking Water Purveyor

12.1.2.1 BPWSSSD shall be responsible for the protection of the drinking water distribution system from the foreseeable conditions leading to the possible contamination or pollution of the drinking water system due to the backflow of contaminants or pollutants into the drinking water supply.

12.1.2.2 Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individuals deemed qualified by and representing BPWSSSD. Survey records shall indicate compliance with the State of Utah Regulations. All such records will be maintained by BPWSSSD .

12.1.2.3 BPWSSSD shall schedule and notify in writing, all consumers of the need for the periodic system survey to insure compliance with existing applicable minimum health and safety standards.

12.1.2.4 Selection of an approved backflow prevention assembly for containment control required at the service entrance shall be determined from the results of the system survey.

12.1.3 Responsibility: Consumer

12.1.3.1 To comply with this ordinance as a term and condition of water supply and consumer's acceptance of service is admittance of his/her awareness of his/her responsibilities as a water system user.

12.1.3.2 It shall be the responsibility of the consumer to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with this ordinance. Failure to comply with this ordinance shall constitute grounds for discontinuation of water service.

12.1.4 Responsibility: Plumbing Official (Water System Operator/Inspector)

12.1.4.1 The plumbing official's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or consumer side of the meter) and continues throughout the length of the consumer's water system.

12.1.4.2 The plumbing official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention device/assembly, in accordance with the adopted Plumbing Code.

12.1.5 Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

12.1.5.1 Whether employed by the consumer or a utility to survey, test, repair, or maintain backflow prevention assemblies the Certified Backflow Technician, Surveyor, or Repair Person will have the following responsibilities:

a. Insuring that acceptable testing equipment and procedures are used for testing, repairing or overhauling backflow prevention assemblies.

b. Make reports of such testing and/or repairs to the consumer and the water purveyor on form approved for such use by the water purveyor within time frames as described by the Division of Drinking Water.

c. Include the list of materials or replacement parts being used on the reports.

d. Insuring that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.

e. Not changing the design, material or operational characteristics of the assembly during testing, repair or maintenance.

f. Performing all test of the mechanical devices/assemblies and shall be responsible for the competence and accuracy of all test and reports.

g. Insuring that his/her license is current, the testing equipment being used is acceptable to the State of Utah, and is in proper operating condition.

h. Being equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test, and maintain backflow prevention assemblies.

i. Tagging each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and high hazard air gap, showing the serial number, date tested and by whom. The certified technician's license number must also be on the tag.

12.1.5.2 Responsibility: Repair of backflow assemblies

In the case of a consumer requiring an assembly to be tested, any currently Certified Backflow Technician is authorized to make the test and report the results to the consumer and the water purveyor. The installation, replacement or repair of assemblies must be made by a tester having appropriate licensure from the Department of Commerce, Division of Occupational and Professional Licensing, except when the Backflow

Technician is an agent of the assembly owner.

SECTION 2. DEFINITIONS

12.2.1 Water Purveyor: The person designated to be in charge of the Water Department of Big Plains Water and Sewer Special Service District (city or water utility), is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this ordinance.

12.2.2 Approved Backflow Assembly: An assembly accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use.

12.2.3 Auxiliary Water Supply: Any water supply on or available to the premises other than the purveyor's public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have authority for sanitary control.

12.2.4 Backflow: The reversal of the normal flow of water caused by either back-pressure or back-siphonage.

12.2.5 Back-Pressure: The flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure into the water distribution pipes of a potable water supply system from any source(s) other than the intended source.

12.2.6 Back-Siphonage: The flow of water or other liquids, mixtures, or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water system.

12.2.7 Backflow Prevention Assembly: An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Plumbing Code, as adopted by the State of Utah and in the Cross Connection Control Program for Utah maintained by the Division of Drinking Water.

12.2.8 Contamination: Means a degradation of the quality of the potable water supply by sewage, industrial fluids or waste liquids, compounds or other materials that may create a health hazard.

12.2.9 Cross Connection: Any physical connection or arrangement of piping or fixtures which may allow non-potable water or industrial fluids or other material of questionable quality to come into contact with potable water inside a water distribution system. This would include temporary conditions, such as swing connections, removable sections, four way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubes or other plumbing arrangements.

12.2.10 Cross Connection - Controlled: A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

12.2.11 Cross Connection - Containment: The installation of an approved backflow assembly at the water service connection to any customer's premises where it is physically and economically infeasible to find permanently eliminate or control all actual or potential cross connections within

the customer's water distribution system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection (isolation).

SECTION 3. REQUIREMENTS

12.3.1 Policy:

12.3.1.1 No water service connection to any premises shall be installed or maintained by the Water Purveyor unless the water supply is protected as required by State laws, regulations, codes, and this ordinance. Service of water to a consumer found to be in violation of this ordinance shall be discontinued by the water purveyor after due process of written notification of violation and an appropriate time for voluntary compliance, if:

a. A backflow prevention assembly required by this ordinance for the control of backflow and cross connections is not installed, tested, and maintained, or

b. If it is found that a backflow prevention assembly has been removed or by-passed, or

c) If an unprotected cross connection exist on the premises, or d) If the periodic system survey has not been conducted.

Service will not be restored until such conditions or defects are corrected.

12.3.1.2 The customer's system(s) shall be open for inspection at all reasonable times to authorized representatives of the water purveyor to determine whether cross connections or other structural or sanitary hazards, including violation of this ordinance exist and to audit the results of the required survey (R309-400 of the Utah Administrative Code).

12.3.1.3 Whenever the public water purveyor deems a service connection's water usage contributes a sufficient hazard to the water supply, an approved backflow prevention assembly shall be installed on the service line of the identified consumer's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

12.3.1.4 The type of protective assembly required under subsection 3.1.3, shall depend upon the degree of hazard which exist at the point of cross connection (whether direct or indirect), applicable to local and state requirements or resulting from the required survey.

12.3.1.5 All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under subsection 3.1.6, be excluded from the requirements of these rules so long as the water purveyor is assured that they will satisfactorily protect the public water system. Whenever an existing backflow prevention assembly is moved from the present location or, requires more than minimum maintenance or, when the water purveyor finds that the operation or maintenance of this assembly constitutes a

hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all local and state requirements.

12.3.1.6 It shall be the responsibility of the consumer at any premises where backflow prevention assemblies are installed to have certified surveys/inspections, and operational tests made at least once per year at the consumer's expense. In those instances where the Public Water Purveyor deems the hazard to be great, he may require certified surveys/inspections and tests at a more frequent interval. It shall be the duty of the purveyor to see that these tests are made according to the standards set forth by the State Department of Environmental Quality, Division of Drinking Water.

12.3.1.7 All backflow prevention assemblies shall be tested within ten (10) working days of initial installation.

12.3.1.8 No backflow prevention assemblies shall be installed so as to create a safety hazard. Example: Installed over an electrical panel, steam pipes, boilers, or above ceiling level.

12.3.2 Violations of this Policy:

If violations of this ordinance exist or if there has not been any corrective action taken by the consumer within ten (10) days of the written notification of the deficiencies noted within the survey or test results, then the water purveyor shall deny or immediately discontinue water service to the premises by providing a physical break in the service line until the customer has corrected the condition(s) in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this ordinance.

CHAPTER 14

14.0 PRIVATELY OWNED WATER WELLS

14.1 Multiple users and well sharing agreements are not allowed on private wells. Wells are for single use only and must be located on the User's property.

Appendix A-1 SCHEDULE OF WATER RATES, FEES, AND CHARGES

Residential Standby Fee: $29/per month
Residential Base Fee: $29/per month for water availability

Residential Usage Fees: See table.

Gallons Used	Charge/1,000 gal.	Total
0 – base/standby		$ 29.00
0-5,000	$ 1.50	Calculated based on usage
5,001-12,000	$ 1.75	" "
12,001-25,000	$ 2.00	" "
25,001-35,000	$ 2.25	" "
35,001-45,000	$ 2.50	" "
45,001+	$ 2.75	" "

Residents obtaining water with a bulk truck for culinary residential use will be charged as per the residential usage fee chart. Each filling of the bulk truck will be considered the capacity of the truck, i.e., 3,000 gallon bulk water truck will be reported as 3,000 gallons of usage no matter the level of the tank at the time of the fill.

Residential Impact Fee: $12,000

Residential Retail Connection Fee: **$2,500**

Once acre foot of water must be provided or purchased. Additional charges for meters larger than ¾"

Commercial 1 inch meter base/standby rate: $45 per month
Commercial 1.5 inch meter base/standby rate: $56 per month
Commercial 2 inch meter base/standby rate: $80 per month
Commercial 3 inch meter base/standby rate: $218 per month
Commercial 4 inch meter base/standby rate: $490 per month

Commercial Usage Fees: $1.50 per thousand gallons

Commercial Impact Fee: (Based on connection diameter – see table below. Appropriate acre feet of water must be provided or purchased.)

Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	$12,000.00
1	3	$15,000.00 ($14,000 thru 6/30/2018)
1.5	5	$21,000.00 ($14,000 thru 6/30/2018)
2	8	$27,000.00
3	10	$39,000.00

Commercial Retail Connection Fee: Actual cost of the connection depending of the size of meter required

Bulk Meter Usage Fees: $29.00 meter fee for each usage up to five days, with a $5.00 charge for each additional day the meter is out.

A $1,000 meter deposit is required.
The water usage cost is $4.00/1,000 gallons used.
The meter must be read at least every 30 days.