

EXHIBIT B
Current Mountain Sewer Tariff

86-097-701

Original Title Page
P.S.C.U. No. 1

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UTAH PUBLIC
SERVICE COMMISSION

MOUNTAIN SEWER CORPORATION

TARIFF

Describing Service Territory

and

Listing Rates and Charges

and

Setting Forth Rules and Regulations

Issued: October 9, 1986

Effective: October 15, 1986

Issued by:

Ronald J. Catanzaro
P.O. Box 220
6486 East Highway 39
Huntsville, Utah 84317

TABLE OF CONTENTS

	Page
AUTHORIZED SERVICE AREA.....	2
SEWER SERVICE REGULATION NO. 1	
General Provisions.....	3
SEWER SERVICE REGULATION NO. 2	
General Definitions.....	4
SCHEDULE OF FEES.....	7
SEWER SERVICE REGULATION NO. 3	
Sewer Service Agreement.....	8
SEWER SERVICE REGULATION NO. 4	
Use of Sewer.....	10
SEWER SERVICE REGULATION NO. 5	
Developments and Line Extensions.....	13
SEWER SERVICE REGULATION NO. 6	
Deposits.....	20
SEWER SERVICE REGULATION NO. 7	
Billings.....	22
SEWER SERVICE REGULATION NO. 8	
Sewer Service Line Connections.....	23

Issued on less than one (1) days notice to the Commission and to the Public as an original filing by authority of Report and Order of the Public Service Commission of Utah in Case No 84-097-01.

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AUTHORIZED SERVICE AREA

Mountain Sewer Corporation was granted Certificate of Convenience and Necessity No. 2163 on June 11, 1985, in Case No. 84-097-01, by the Public Service Commission of Utah, to provide sanitary sewer service to the following described service area in Weber County, State of Utah:

A part of Sections 13, 23, and 24, all in Township 6 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey:

Beginning at the West Quarter corner of said Section 24, running thence East 1320 feet more or less along the Quarter Section Line; thence North 2640 feet more or less to the Section line; thence 1066.2 feet to Pine View Reservoir; thence Westerly along said reservoir to a point which is North 907.21 feet from the Southwest corner of said Section 13; thence South 907.21 feet to said Southwest corner; thence West 670 feet along the said Section line; thence South 290 feet; thence West 290 feet; thence North 290 feet to said Section line; thence West 700 feet along said Section line; thence South 1936.34 feet; thence East 1085 feet; thence South 603.34 feet to the Snow Basin Road; thence Southeasterly along the arc of a 33.70 foot radius curve to the right 189.84 feet more or less to the Quarter Section line; thence East 439.68 feet to the point of beginning.

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Mountain Sewer Corporation

Original Sheet No. 3
P.S.C.U. No. 1

SEWER SERVICE REGULATION NO. 1

GENERAL PROVISIONS

1. These Sewer Service Regulations govern the supplying and receiving of sewer service to assure each Customer the greatest enjoyment of sewer service consistent with good service and safety to himself and other Customers and also consistent with good operating practices and the Rate Schedules of the Company.
2. These Regulations supersede all previous Regulations which may have been in effect, and may be revised, when occasion requires, upon approval of the Public Service Commission of Utah. Copies are available at the offices of the Company.

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SEWER SERVICE REGULATION NO. 2

GENERAL DEFINITIONS

The following terms when used in this Tariff and in the application or agreement for sewer service shall have the meanings given below unless clearly indicated otherwise.

- (1) COMPANY - MOUNTAIN SEWER CORPORATION
- (2) CUSTOMER - Shall mean an individual, partnership, corporation, organization, governmental agency, political subdivision, municipality or other entity contracting with the Company for sewer service at one location and at one point of connection.
- (3) SEWAGE WORKS - Shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (4) SEWAGE - Shall mean a combination of the water carried wastes from residence, business buildings, institutions and industrial establishments.
- (5) SEWER - shall mean a pipe or conduit for carrying sewage.
- (6) PUBLIC SEWER - shall mean a sewer (in which all owners of abutting properties have equal rights) that is controlled by public authority.
- (7) SANITARY SEWER - Shall mean a sewer which carries sewage and to which storm, surface and ground waters are not permitted.
- (8) STORM SEWER or STORM DRAIN - Shall mean a sewer which carries storm and surface waters and drainage, but excludes sanitary sewage and polluted industrial wastes.
- (9) SEWAGE TREATMENT PLANT - Shall mean any arrangement of devices and structures used for treating sewage.

- (10) INDUSTRIAL WASTES - Shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.
- (11) GARBAGE - Shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- (12) PROPERLY SHREDDED GARBAGE - Shall mean the wastes from the preparation, cooking and dispensation of food that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 3/8 inch in any dimension.
- (13) BUILDING DRAIN - Shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the service lateral.
- (14) SERVICE LATERAL - Shall mean the pipe system from the building to the public sewer collection facility or other place of disposal.
- (15) B.O.D. (Biochemical Oxygen Demand) - Shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in parts per million by weights.
- (16) pH - Shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (17) SUSPENDED SOLIDS - Shall mean solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

- (18) NATURAL OUTLET - Shall mean any outlet into a watercourse, pond, ditch or other body of surface or ground water.
- (19) WATERCOURSE - Shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- (20) PERSON - Shall mean any individual, firm, company, association, society, corporation or group.
- (21) SHALL is mandatory; MAY is permissive.
- (22) EXTENSION - Shall mean any continuation of, or breach from, the nearest available existing line of the Company, including any increase of capacity of an existing line or facilities to meet the Customer's requirements.
- (22) SUBDIVISION - Shall mean any development that requires the approval of the Weber County Planning Commission or the Weber County Commission.
- (23) PROJECT ENGINEER - Shall mean the Applicant's designated engineer in the case of a development or line extension

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Mountain Sewer Corporation

First Revised Sheet No. 7
P.S.C.U. No. 1

SCHEDULE OF FEES

Connection Fee

Connection Fee per Residential
Dwelling Unit

\$3,000.00

Monthly Service Fee

Dwelling Unit

\$22.00

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SEWER SERVICE REGULATION NO. 3

SEWER SERVICE AGREEMENT

1. APPLICATION FOR SERVICE

Each prospective customer desiring sewer service may be required to sign the Company's standard form of application for sewer service or other evidence of agreement before service is supplied by the Company. For sewer service in large quantity or under special conditions, the Company may require a suitable written agreement. No such agreement or any modification thereof shall be binding upon the Company until executed by a duly authorized officer; if executed, it shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Company and of the Customer.

2. IMPLIED SERVICE AGREEMENT

In the absence of a signed agreement of application for service, the connection by the Company and the use thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for sewer service under the terms and conditions contained in the applicable rate schedule and these sewer Service Regulations.

3. SEWER SERVICE AGREEMENT, RATE SCHEDULE AND SEWER SERVICE REGULATIONS.

These Regulations and the applicable Rate Schedule are hereby made a part of each sewer Service Agreement expressed or implied. In case of a conflict between any of the provisions of the Sewer Service Agreement, Rate Schedule and the Sewer Service Regulations, the provisions of the Rate Schedule will take precedence followed by the provisions of the Sewer Service Regulations.

4. REMEDIES OF COMPANY

For any default or breach by Customer of a Service Agreement, including failure to pay bills promptly, Company in addition to all other legal remedies, may terminate the Service Agreement or suspend service by plugging the service lateral or otherwise. No such termination or suspension will be made without 48 hours written notice to Customer, stating how the Service Agreement has been violated, except in cases of theft or unauthorized use of service by Customer, or in case of a dangerous condition of which the Company is made aware, or in case of utilization by Customer of Service in such manner as to cause danger to persons or property or to jeopardize service to Customer or others of which the Company is made aware. Failure of the Company at any time after any such default or breach either to suspend service, to terminate the Service Agreement, or to resort to any other legal remedy, shall not affect Company's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by Customer.

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SEWER SERVICE REGULATION NO. 4

USE OF SEWER

1. Storm water, surface water, ground water, roof runoff or subsurface drainage to any sanitary sewer.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any sanitary sewer:

2. Any liquid or vapor having a temperature higher than 150 degrees fahrenheit.
3. Any water or waste which may contain more than 100 parts per million, by weight, of fat or grease. Note: Any discharge over 20 parts per million will be subject to special treatment charges.
4. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
5. Any garbage that has not be properly shredded.
6. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.

7. Any water or wastes having a pH lower than 6.0 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works. Note: Any discharge lower than 6.5 or higher than 9.0 will be subject to special treatment charges.
8. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant.
9. Any waters or wastes containing Suspended Solids or five-day B.O.D. in excess of 15000 parts per million. Note: Any discharge over 300 parts per million for Suspended Solids or B.O.D. will be subject to special treatment charges.
10. Any noxious or malodorous gas or substance capable of creating a public nuisance.

The Company may immediately and without notice discontinue service to any person violating any of the provisions of this Section, by installation of a plug in the service lateral.

Interceptors shall be provided when the Company directs it is necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and any other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type, capacity and location approved by the Company as to be readily and easily

Mountain Sewer Corporation

Original Sheet No. 12
P.S.C.U. No. 1

accessible for cleaning by the user and for inspection by Company personnel.

Where installed, interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

When required by the Company, the owner of any industrial or commercial property served by a service lateral carrying toxic or pollutant wastes shall install a suitable sampling box in the service lateral to facilitate observation, sampling and measurement of the wastes. Such sampling box shall be accessible and safely located (as close to the property line as possible). The sampling box shall be installed by the owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

Interceptors and sampling boxes shall be designed and constructed in conformity with regulations of the Utah State Department of Health.

All measurements, tests and analysis of the characteristics of wastes to which reference is made herein shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage" and shall be determined at the sampling box as provided for above.

No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Company and any industrial concern whereby an industrial waste of unusual strength or character may be accepted or not accepted by the Company for treatment, subject to agreed payment therefore by the industrial concern if accepted.

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SEWER SERVICE REGULATION NO. 5
DEVELOPMENTS AND LINE EXTENSIONS

1. GENERAL

The treatment facilities and sewer collection lines of the Company have limited capacity and therefore any significant increase in loading of quantity or quality of wastewater in these facilities must be reviewed and approved by the Company.

2. SUBDIVISION EXTENSIONS

The Company will make no extensions to or within a Subdivision. All extensions to or within a Subdivision shall be made by and at the sole cost of the developer of the Subdivision and only in strict accordance with plans and specifications approved by the Company.

3. OTHER THAN SUBDIVISION EXTENSIONS

The Company will install an extension at its own cost to a Customer's point of delivery other than to or within a Subdivision if the estimated cost thereof does not exceed a sum equal to four times the annual revenue, estimated by the Company, to be derived by it from sewer service at the Customer's point of delivery. If the estimated cost of such main extension exceeds a sum equal to four times such annual revenue, the Applicant shall pay over to the Company, as a cash contribution in aid of such construction, an amount equal to such excess, prior to the commencement of construction by the Company.

Joint or several applications may be made for such extension and the amount of any contribution in aid of the construction of the extension applied for shall be divided among such Applicants equally or upon such other basis as may be agreed upon by the Applicants and the Company.

4. EXTENSIONS TO BECOME PROPERTY OF COMPANY

All extensions shall become the property of the Company free and clear of all liens and encumbrances from the moment of their connection to the lines of the Company, regardless of whether such extensions are within or without a Subdivision, and regardless of whether such extensions are made at the Company's own costs, at the cost of a Subdivision developer, or with contributions in aid of construction.

Under no circumstance shall the Company be required to refund any contribution in aid of construction, connection fee, or other monies to any person in the event of subsequent extensions or connections to its lines.

Under no circumstance will the Company be required to permit a connection of an extension to its lines until it is satisfied that there are no liens or encumbrances against the extension to be connected to its lines.

5. CASES OF INSUFFICIENT CAPACITY

In no event will the Company make an extension where the capacity of any of its facilities is insufficient to handle the anticipated load from any Customer or group of Customers, except on such terms and conditions as shall be agreed upon between the Company and the Applicant in writing.

6. APPLICATION AND REVIEW DOCUMENTS

1. The developers or persons requiring line extensions will submit three (3) copies of the Preliminary Plat (or Recorded Plat if available) to the District Showing proposed road and lot developments. The Preliminary Plat will be accompanied by a written letter containing the following information:

- A. A brief description of the project.
- B. Time schedules.
- C. Property ownership.
- D. Status of all required governmental approvals.
- E. Geographic location of the facility and area served with necessary reference to maps and exhibits.
- F. A brief description of topography of the project area.
- G. Estimates of future population, and commercial and industrial growth for the area to be served.
- H. Quantity of wastewater to be disposed of should be determined accurately, preferably by actual measurement. Where this is not possible the following chart may be used to make estimates of flow.

TYPE OF ESTABLISHMENT

GALLONS PER DAY

Housing Unit	400
School	25 GPD/Student
Church	400
Commercial - Public Restrooms	600
Commercial - Employee Restrooms Only	400
Industrial and Other Institutions	As Required

- I. Complete information on industrial wastewater discharges which presently enter the sewer or which will be connected to an existing or proposed sewer, including estimates of future discharges of this type.
- J. A discussion of present and possible future problems of ground water infiltration into sewers.

This request for review of the project will be accompanied by a fee of \$300.00 to cover the cost of review and necessary actions by the District in processing the application. This fee is non-refundable and the application is only valid for one year if the project has not reached the construction stage in the one year's time.

2. The Company will process the application for development or line extension in an expeditious manner and advise the Applicant in writing within 30 days as to the Company's position on the project. The Company requires all Applicants to use a registered, professional engineer of the Applicant's selection for each project.

7. AGREEMENT AND FINAL PLAT

1. A written Agreement will be prepared by the Company covering the requirements and obligations of the Company and Applicant. This Agreement (2 copies) will be forwarded to the Applicant for signature and returned to the Company for review and approval by the Company.

2. The Applicant shall furnish three (3) copies of the Plat of the project. The estimated Company engineering costs for the project shall be submitted to the Company at this time and shall be held by the Company in escrow without interest until such time as the Deed has been received and accepted by the Company for the project. At this time the escrow money will be returned to the Applicant. If the project is not completed and the Deed accepted by the Company then the total amount of escrow money will be retained by the Company for use in payment of project costs incurred by the Company.

3. The Company shall process the Agreement and Plat for approval by the Company. The Applicant will be advised in writing as to the Company approval of the project. One copy of the signed Agreement will be forwarded to the Applicant.

8. DESIGN AND CONSTRUCTION

1. The Applicant (upon receipt of project approval by the Company) will have detailed Final Construction Plans and specifications prepared by the project engineer showing specific sewer line information. (Reference must be made on the Final Construction Plans to the Survey Benchmark.) Four (4) copies of the Final Construction Plans and specifications will be submitted to the Company for review and approval by the Company. All design and construction shall comply with all rules and regulations of the Utah State Department of Health, then in effect.

2. The Company will advise the applicant in writing of final approval of the Final Construction Plans and specifications and return a copy with the Company Engineer approval stamp, afterwhich the Applicant shall accomplish necessary preparation of the project such as rough grading of roads and staking of front lot lines with steel fence posts at least five (5) feet above grade level. When this has been accomplished by the Applicant, construction stakes of 10 foot offset and no more than 100 feet apart will be set by the project engineer and Cut Sheets given to the Company by the project engineer. The Applicant is responsible for awarding a construction contract as appropriate. After the above items have been accomplished a Pre-Construction Conference shall be held at the Company office with the Applicant, project engineer, contractor and Company personnel in attendance. Construction will not begin until after this Pre-Construction Conference. A review of Company policies for construction as well as a review of the approved Final Construction Plans will be held at the Pre-Construction Conference.

3. Inspection during construction will be performed by the Company and project engineer and acceptance of facilities shall be based on Company approval of construction to plans and specifications previously prepared by the project engineer and approved by the Company and their Engineer. Any necessary construction deviation from the Company approved Final Construction Plans or specifications must be approved in writing by the Company and their Engineer during the construction period for final acceptance of the project by the Company. Air test and/or water test will be performed on all lines as required by the Company to insure quality construction and Company personnel shall be present at each air/water test. Written verification, signed by the person performing the air/water test, will be provided the Company showing that the sewer pipe installation met the Company standards for testing. One day of Company regular working hours notice shall be given for need of inspection.

Inspection on weekends and holidays will not be provided by Company unless prior written approval has been obtained from the Company at least one regular working day before the weekend or holiday. Construction work must not be covered without written Company approval.

9. ACCEPTANCE BY COMPANY

1. Before final acceptance of the project the Applicant shall furnish written evidence to the Company that payment has been made for all labor, materials, engineering costs and other miscellaneous project costs in connection with the project. The total sewer project costs must be identified to the Company for purposes of financial record.

2. Backfill and road surfacing shall be guaranteed by the Applicant as required by the appropriate governmental authority. Written evidence of the guarantee shall be furnished to the Company by the Applicant for a period of two (2) years after acceptance by the Company. The Company may refuse future application for developments or line extensions from Applicant in default on any development or line extension guarantee requirement.

3. Sewer facilities as identified in the Agreement which are to become the property of the Company will be conveyed to the Company by a form prepared by the Company and signed by the Applicant. Three (3) copies of the final Recorded Plat showing street addresses for each lot must be furnished to the Company before final acceptance of the project. Sewer facilities that are not on public property and are to be owned and operated by the Company shall be accompanied by appropriate permanent easement prepared by the Company and signed by the Applicant (or Recorded Plat where possible) of at least ten (10) feet wide for Company maintenance and operation functions. In addition, four (4) copies and a reproducible master of the As-Built Drawing, prepared and stamped by the project engineer, will be provided for Company use and retention. The As-Built Drawing will only show sewer line information in relation to streets and lots and will identify by reference any approved deviation from Company approved Final Construction Plans and specifications.

4. The Company shall furnish in writing, notice of final acceptance of the project including such things as acceptance of the facilities and receipts of all appropriate fees.

10. WASTEWATER ENTERING COMPANY FACILITIES

Building connection will not be made to Company facilities, nor will wastewater be allowed to enter Company lines until such time as the project has been completed and written notice received by the Applicant that the project has been accepted by the company. In addition, application must be made to the Company for each connection and the connection fee(s) must be paid to the Company in the amount set forth elsewhere in this tariff. The Applicant for each connection must sign an application form and provide property address, billing address and name of owner prior to a connection permit being issued. The project will not be connected to existing Company owned lines nor will ground water or wastewater be allowed to flow through Company lines until written permission is obtained from the Company. It is the policy of the Company that no ground water will be allowed in Company lines during the construction phase of the project or otherwise.

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SEWER SERVICE REGULATION NO. 6

DEPOSITS

1. DEPOSITS.

The Company at any time, in the absence of credit references satisfactory to the Company or because of habitual failure to regularly and promptly pay bills for service, may require a suitable cash deposit from any existing or prospective Customer to guarantee payment of bills. Such deposit shall not exceed three times the average monthly bill for the service desired.

2. INTEREST

Simple interest, computed from the date of deposit at the rate of seven (7) percent per annum will be paid by The Company upon all such deposits which have been held continuously by the Company for a period of six (6) months or longer. Deposits with accrued interest, if any, will be repaid at the end of twenty-four (24) months, or sooner at the option of the Company, unless the Customer has failed to regularly and promptly pay all his bills for service within fifteen (15) days after bills have been rendered. When, in the sole judgment of the Company, an extraordinary credit risk exists the Company may hold the deposit of Customer for a period longer than twenty-four (24) months even though Customer has regularly and promptly paid all his bills for service within fifteen (15) days after bills have been rendered. Upon final settlement of Customer's account any unused balance of deposit with accrued interest if any will be returned to Customer less such amount as shall then be due the Company by the Customer for service rendered. In computing interest, consideration shall be given only to major parts of months or dollars.

3. NON-PAYMENT BILLS

An applicant for sewer service who is a former Customer of the Company and whose service was discontinued for nonpayment of bills will be required to make payments of all amounts remaining unpaid from his previous service in addition to a suitable deposit not to exceed three times the estimated average monthly bill.

Mountain Sewer Corporation

Original Sheet No. 21
P.S.C.U. No. 1

4. PAYMENT OF AMOUNT DUE AND OWING

Company may apply all or any part of the Customer's deposit prescribed herein above to the payment of amounts due and owing the Company for service rendered and, if Customer shall fail to restore any such deposit to its full amount within fifteen (15) days after written request for restoration is mailed by the Company to Customer, Company may discontinue service until the deposit is restored to its full amount.

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SEWER SERVICE REGULATION NO. 7

BILLINGS

1. RATE SCHEDULES

The rates prescribed by all Rate Schedules are subject to revision upon approval of the Public Service Commission of Utah.

2. BILLING PERIOD

Bills ordinarily will be rendered regularly at monthly or bi-monthly intervals, but may be rendered more or less frequently at the option of the Company.

3. ADDRESS OF CUSTOMER

Bills will be mailed to the address of the Customer appearing in the Service Agreement or to such other address as Customer may from time to time request in writing. When customer vacates the premises where he is receiving service his Service Agreement shall continue in effect until he notifies Company to cancel or transfer said Agreement to another location, or until another Customer becomes responsible for service to said premises.

4. PAYMENT OF BILLS

Bills for sewer service during the preceding billing period are due and payable within 15 days of the date rendered. Accounts remaining unpaid 30 days after being tendered will thereafter be charged interest at the rate of 1 1/2 percent per month from such date.

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SEWER SERVICE REGULATION NO. 8
SEWER SERVICE LINE CONNECTIONS

A. APPLICATION AND FEES

Prior to any excavation for the installation of a sewer service lateral or connection of a sewer service lateral to the collection facilities of the Company, the following requirement must be met:

1. A service application will be completed and submitted to the Company for approval for each connection to Company collection lines.
2. The required fees shall be paid.
3. A permit to work in the road right of way will be obtained from the appropriate governmental authority and an Encroachment Permit will be required from the State Department of transportation if the connection is in a State roadway.

B. DESIGN AND CONSTRUCTION.

Design and construction of the sewer lateral shall conform with the Utah State Plumbing Code published by the Utae Department of Health.

C. EXCAVATION AND INSTALLATION

1. Proper barricades, warning signs and other safety precautions shall be used during construction.
2. Water shall be removed from pipe laying area to insure that quality work is being performed in laying of the pipe.

3. Sheeting, bracing and shoring shall comply with the requirements of the State of Utah.
4. Pipe shall be laid to a uniform grade.
5. When connection is made to a stub line the applicant shall insure the stub line is open and free of obstructions to the main line.
6. Other utilities shall be protected. Any damage to utilities will be the Applicant's responsibility.

D. INSPECTION.

1. The service line shall be inspected by the Company prior to backfill of any portion of the line to insure water tight connections.
2. Arrangement for inspection during normal Company working hours will be made at least 24 hours in advance.

E. RESTORATION OF SURFACE IMPROVEMENTS

1. All excess material shall be cleaned up and removed from the site.
2. Curb and gutter, sidewalks, pavements, ditches, culverts, driveways, fences and planted areas shall be restored to equal or better condition than the improvements that were removed.

F. RESPONSIBILITY

The Company will be responsible for the operation and maintenance of the main sewer collection facility (usually collection pipe eight (8) inch or over) in the public street or on a perpetual easement granted to the Company. The building owner or user will be responsible for maintenance and operation of the sewer service lateral from the building to the main collection facility.

Mountain Sewer Corporation

Original Sheet No. 25
P.S.C.U. No. 1

G. PLUMBING

Pumping or other systems necessary to cause the sewage to arrive at the Company owned collection lines shall be the responsibility of the building owner or user for installation, operation and maintenance. Each pressure connection to the Company owned collection system must be approved in writing by the Company prior to granting a connection application.

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