

PROPOSED SCHEDULE OF RATES, RULES AND REGULATIONS

FOR IRRIGATION WATER SERVICE

WOLF CREEK WATER CONSERVANCY INC.

EDEN, UT 84310

By: WOLF CREEK WATER CONSERVANCY COMPANY

A. SERVICE RATE SCHEDULE

APPLICABILITY

Applicable in entire service area to water service for secondary untreated irrigation water at one point of delivery for use at a single dwelling unit, and for commercial purposes at a single business connection.

RATES & RULES

Residential Irrigation Rates

Residential Metered Usage Rates Irrigation Water Usage

Base charge per month, including the first 20,000 gallons:

\$15.00

Usage rates per month:

20,001 gallons to 40,000 gallons:	\$1.50 per 1,000 gallons
40,001 gallons to 60,000 gallons:	\$3.00 per 1,000 gallons
60,001 gallons to 80,000 gallons:	\$4.00 per 1,000 gallons
80,001 gallons to 100,000 gallons:	\$6.00 per 1,000 gallons
100,001 gallons to 120,000 gallons:	\$10.00 per 1,000 gallons
120,001 gallons to 140,000 gallons:	\$15.00 per 1,000 gallons
>140,000 gallons	\$20.00 per 1,000 gallons

Residential Unmetered Usage Rates

Irrigation Water Usage

\$15.00 per month flat
rate

until meter is installed

(all by Spring 2005)

Irrigation Water Connection Fee:

Charge for each service

\$2,000

Patio Springs, Eden Hills & Snowflake Connection Fee \$3,000

A reduced connection fee to homeowners= who
agree to connect and pay initial deposit by
May 31, 2005

\$2,500

Eagle Ridge Connection Fee

\$2,000

Annual Irrigation Stand-By Fee

\$ 180

Other Charges

Turn on service for a new customer where a meter
is already in place

\$ 50.00

Reconnection Fee - after disconnection

\$100.00

Customer Account Change

\$ 15.00

Meter Testing - Customer requested meter test more than
once within a year, in compliance with PSC R746330-3.C

\$ 40.00

Multi-Family Rates

PRUD=s, Condominiums, and Multi-family Rates

Base charge \$10 per month per unit (up to 10,000 gallons) per month per unit:

\$15.00

Usage rates per unit:

10,001 gallons to 20,000 gallons:	\$1.00 per 1,000 gallons
20,001 gallons to 40,000 gallons:	\$1.50 per 1,000 gallons
40,001 gallons to 60,000 gallons:	\$3.00 per 1,000 gallons
60,001 gallons to 80,000 gallons:	\$4.00 per 1,000 gallons
80,001 gallons to 100,000 gallons:	\$6.00 per 1,000 gallons
100,001 gallons to 120,000 gallons:	\$10.00 per 1,000 gallons
120,001 gallons to 140,000 gallons:	\$15.00 per 1,000 gallons
>140,000 gallons	\$20.00 per 1,000 gallons

Irrigation Water Connection Fee per building \$1,000

Connection fees are charged on a phase by phase basis

Meter Installation Charge:*

1" Meter	\$ 500
1 2" Meter	\$ 750
2" Meter	\$1,000
3" Meter	\$2,000
4" Meter	\$3,000
6" Meter	\$5,000

*Meter size is based on acreage and will be determined by Wolf Creek Conservancy.

Commercial Facilities Rates

Base charge per month, including the first 20,000 gallons:
\$15.00

Usage rates per month:

20,001 gallons to 40,000 gallons:	\$1.50 per 1,000 gallons
40,001 gallons to 60,000 gallons:	\$3.00 per 1,000 gallons
60,001 gallons to 80,000 gallons:	\$4.00 per 1,000 gallons
80,001 gallons to 100,000 gallons:	\$6.00 per 1,000 gallons
100,001 gallons to 120,000 gallons:	\$10.00 per 1,000 gallons
120,001 gallons to 140,000 gallons:	\$15.00 per 1,000 gallons
>140,000 gallons	\$20.00 per 1,000 gallons

Irrigation Water Connection Fee \$1,500
Plus meter charges (See Below)

Meter Installation Charge:*

1" Meter	\$ 500
1 2" Meter	\$ 750
2" Meter	\$1,000
3" Meter	\$2,000
4" Meter	\$3,000

6" Meter

\$5,000

*Meter size is based on acreage and will be determined by Wolf Creek Conservancy

ANNUAL STAND-BY FEE

Annual Irrigation Water Stand-By Fee (Ready to Serve Charge)*

\$180

*The annual standby fee may be paid monthly or annually in advance by March 1st of each year and any unpaid balance arising from this fee shall bear interest at 1 2% per month.

NOTE: Water Service will be billed on a monthly billing cycle. Meters may be read each billing period, or in the case of inclement weather or other reasons why a meter cannot be read, an estimate may be made of the anticipated usage.

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B. Condition of Service

1. Application for Permit: A permit shall be obtained from the Company before any service connection can be made to any part of the waterworks system or before any work can be performed upon old or new connections. Such a permit shall be issued upon written application of forms obtainable from the Company. All current and new customer, along with current renters, shall be required to complete this service application before water service will be provided. Applicants for water service shall furnish, lay, and install, at their own expense, all that portion of the service not provided by the Company , subject however, to the supervision and inspection of the Company.

2. Service Connection: Any party desiring to obtain a supply of water from the Company shall make application in writing. The service connection charges shown in this tariff includes a meter, a meter box, a cover, and a valved service line to the property line. The meter and meter box will be located as directed by the Company.

All materials furnished by the Company shall remain the property thereof.

Excavation and installation shall be made by the company from the main line connection to three feet beyond the meter.

No unauthorized person shall tap any water main or distribution pipe of the Company or insert anything to alter or disturb, nor make any repairs to, additions to or alteration of any part of the waterworks system without obtaining a permit from the Company.

3. Metering of Service: All water delivered by the Company to its customers shall be metered through water meters where applicable. Meters may be checked, inspected or adjusted at the discretion of the Company. Only authorized representatives of the company shall open meter boxes to turn on or off water except in case of emergency or when special permission is given by the Company.

The Company shall make a test of the accuracy of any service water meter upon request of the customer. The cost of the test is identified in the rate schedule sheet. When a customer requests a meter test within twelve months of the date of the last previous test, he may be required to pay the full cost of such a test if the meter is found to record from 97 to 103 percent accuracy under methods of testing that are satisfactory to the Public Service Commission. Meters that are not within this accuracy range shall not remain in service.

If the meter fails to register at any time, the water delivered during such a period shall be billed at the minimum rate. In the event a meter is found to be recording at less than 97 percent or more than 103 percent of actual, the Company

will refund any over billing if the meter is fast, and the customer will pay any under billings if the meter is slow, based on the corresponding equal period of use by the customer at the premises when the meter was operating accurately. In instances where there is insufficient billing history of the customer at the premises, a reasonable consumption will be determined by the Company from monitored usage after the meter change. Correction of consumption and billing for fast or slow meters will be limited to six months immediately preceding the date of removal of the meter for testing, except in cases where tampering is evident or access has been denied.

4. Service Line and Use Restrictions: All service line materials and installation shall be provided by the applicant. Installation shall be inspected and approved by the Company before the service line trench is backfilled. The applicant shall provide a shut-off valve on each service line in an accessible location separate from the water meter box.

The owner or occupant of any building or premises entitled to the use of water from the Company shall not supply water to any other building or premises without written permission of the Company.

Effective September 7, 2004 [Report and Order Adjusting Interim Rates] changes were made to Use Restrictions. The owner or occupant of any building will be prohibited from watering between the hours of 10am and 6pm daily. In addition, an odd/even address watering schedule will also be required and enforced. First Violation will be in written notice; Second Violation will also be a written notice and Third Violation will result in the shut-off of service.

5. Service Turn-on and Turn-off: Service may be turned off by the Company when so requested by the applicant or when the applicant fails to abide by these regulations, including but not limited to failure to timely pay for service provided.

Whenever the water is turned off at any premises, it shall be turned on again only upon payment in full of the applicable reconnection fee shown in the rate schedule and any past due amounts due from the customer. The secondary irrigation system may be turned on and off by the Company at the beginning and end of the irrigation season (generally April thru October) at the sole discretion of the Company, as conditions may require.

Service may also be turned off after Third Violation of Use Restrictions.

6. Disruption Liability: The Company shall use reasonable diligence to provide continuous water service to its customers, and shall make a reasonable effort to furnish them with a supply of water suitable for irrigation purposes, but the Company shall not be held liable for damages to any water user by reason of any stoppage or interruption of his water supply caused by scarcity of water; accidents or repairs; acts of God; the acts of the customer; or other unavoidable causes.

It is recommended that each residential customer install a ^AResidential Dual Check Valve Backflow Preventer[@] in their water line downstream of their shut-off valve. This valve is designed to prevent untreated water from entering the potable water system by preventing the reverse flow of water in supply lines.

7. Damage to Facilities: Costs of any damages resulting from the failure to the owner, agent or tenant to properly protect the water meter or other facilities of the Company installed upon premises supplied with water, shall be assessed against such owner, agent, or tenant. Water consumers shall not tamper with or remove the meter, or interfere with the reading thereof. The Company shall not be liable for any damage to customer property due to low water pressure in the main water lines.

8. Reading of Meters: All meters shall be read by the Company monthly (approximately the 1st of each month) and charges shall be based upon meter readings except as provided for in section B., paragraph 3 hereinabove. Applicant is required to allow Company access to said meter for the purpose of reading the meter. Applicant=s denial of access to Company for the purpose of reading the meter shall be cause for termination of service. If due to weather or other cause the meter cannot be read monthly, a reading will be taken the following month and averaged over the two month period.

9. Discontinuance of Service: Any customer wishing to discontinue service shall notify the Company so that the meter can be read for a final billing. Such final bill shall be due and payable upon receipt.

10. Regulated Usage: Whenever the Company shall determine that the amount of water available to its distribution system has been diminished to such a volume that, unless restricted, the public health, safety and general welfare is likely to be endangered, it may prescribe rules and regulations to conserve the water supply during such emergency. Such rules and regulations may include, but shall not be limited to, the restriction of certain hours, (or total prohibition) of the use of water for outdoor watering.

11. Changes and Amendments: The right is reserved to amend or add to these Rules and Regulation as experience may show it to be necessary and as such amendments or additions are approved by the Public Service Commission of Utah.

C. Billing

1. Billing and Payments: Bills covering the charges shall be rendered monthly and shall be due 20 days after being rendered. If any customer neglects or refuses to pay the water service bill or any other obligation due to Company within 30 days from the billing date of said bill, the accounts shall be considered delinquent and shall be governed by section 6 of the Utah Residential Utility Service Regulation.

2. Credit Deposit: The Company may at its option, and in lieu of established credit, require a deposit from the customer to assure payment of bills; such deposits shall be an estimated bill, covering a period not to exceed 90 days, and which will be based on prior water usage over the same time period, or \$30.00, whichever is greater. This deposit may be refunded when credit has been established. Deposits held over 3 months shall earn interest from the Company at the rate of 6% per annum, beginning with the first day of deposit. Interest will be credited to the customer=s account.

D. Facility Extension Policy

1. Definition: An extension is any continuance of, or branch from, the nearest available existing line of the Company, including any increase of capacity of an existing line to meet the customer=s requirements.

2. Costs: The total cost of extensions, including engineering, labor, and materials, shall be paid by the applicants. Where more than one applicant is involved in the extension, the costs shall be pro-rated on the basis of the street frontage distances involved or upon such other basis as may be mutually agreed by the

applicants. Sufficient valves and fire hydrants must be included with every installation.

3. Construction Standards: Minimum standards of the Company shall be met, which standards shall also comply with the standards of the Utah State Bureau of Environmental Health. Pipe sizes shall be designed by the Company, but the size shall never be smaller than 6 inches in diameter. The pipeline shall be installed only along dedicated streets, highways or in recorded easements.

4. Water Storage and Supply: All costs for providing increased water supply and storage shall be paid by the Company. This costs shall include the installation and operation of pumps as required for proper pressure regulation of the system.

5. Ownership: Completed facilities shall be owned, operated and maintained by the Company, including and through the meters.

6. Temporary Service: The customer will pay the total cost for the installation and removal of any extension for service to a venture of a temporary or speculative nature. Such costs will be estimated and paid before work is begun on the extension.

E. Terminations

1. Delinquent Account

- a. A residential utility service bill which has remained unpaid beyond the statement due date is a delinquent account.
- b. When an account is a delinquent account, a public utility, before termination, shall issue a written late notice to inform the account

holder of the delinquent status. A late notice or reminder notice must include the following information:

- should
- (1) A statement that the account is a delinquent account and be paid promptly; and
- with
- (2) A statement that the account holder should communicate the public utility=s collection department, by calling the company, if he has any questions concerning the account;
- and
- (3) A statement of the delinquent account balance, using a term such as Adelinquent account balance@.

c. Where the account holder responds to a late notice or reminder notice,

the public utility=s collection personnel shall investigate any dispute issue and shall attempt to resolve that issue by negotiation. During this investigation and negotiation no other action shall be taken to terminate the residential utility service if the account holder pays the undisputed portion of the account.

2. Reason for Termination:

a. Residential utility service may be terminated for the following reasons:

- (1) Nonpayment of a delinquent account; or
- (2) Nonpayment of a deposit where required; or:
- (3) Failure to comply with an order of the commission; or:

- (4) Unauthorized use of or diversion of residential utility service, water conservation rules, or tampering with wires, pipes, meter, or other equipment; or
- (5) Subterfuge or furnishing of false information in connection with obtaining utility service.
- (6) Use restriction violations prohibiting watering from 10am to 6pm and/or violation of odd/even address watering schedule.
- b. A delinquent account, accrued prior to the commencement of a divorce or separate maintenance action on the courts, in the name of a former spouse who was the principal earner, cannot be the basis for termination of the current account holder=s service.

3. Notice of Proposed Termination:

- a. At least ten calendar days prior to a proposed termination of residential utility service, a public utility shall file written notice of disconnection for nonpayment to the account holder. The ten-day time period is computed from the date the notice is deposited in the mail. The notice shall be given by first class mail or delivery to the premises and shall contain a summary the following information:
- (1) A statement of the customer=s rights and remedies under existing state law and Commission regulation;
 - (2) The Commission-approved policy on termination for that utility;
 - (3) Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission=s address and telephone number;
 - (4) Specific steps that may be taken by the consumer to avoid termination.
 - (5) The date on which payment arrangement must be made to avoid termination.
- b. At least 48 hours prior to the time when termination of service is scheduled, the utility shall make good faith efforts to notify the account holder or an adult member of the household, be telephone or by a personal visit to the residence, of the scheduled termination. If such personal notification cannot be made, the utility shall leave written termination notice at the residence.

- c. A public utility shall send duplicate copies of ten-day termination to a third party designated by the account holder and shall make reasonable efforts to personally contact the third party designated by the account holder before termination occurs, if the third party resides within its service area. The utility shall inform its account holders of the third party notification procedure at the time of application for service and at least once each year.
- d. For all residential premises where a person other than the occupant is the account holder and that fact is known to the utility, the utility shall post a notice of proposed termination on the premises in a conspicuous place and shall make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days prior to the proposed termination. The posted notice shall contain the information specified above. This notice provision applies to residential premises where the account holder has requested termination in addition to premises for which the account holder has a delinquent bill. If nonpayment is the bases for the termination, the utility shall also advise the tenants that they may continue to receive utility service for an additional 30 days by paying the charges due for the 30 day period just past.

4. Termination:

- a. Upon termination of the notice of proposed termination, the public utility may terminate residential utility service.

5. Customer requested Termination: The customer shall advise the public utility at least three days in advance of the day on which he wants service disconnected. A customer who is not an occupant of the residence for which termination is requested, shall advise the public utility at least ten days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his tenants. Alternatively, such a customer may sign an affidavit that there are no occupants in the residence for which termination is requested, and thereupon the disconnection may occur immediately. Upon a request by a customer to a public utility to disconnect service, the public utility shall disconnect the service within four working days of the requested disconnected date. The customer shall not be liable for any services rendered to or at such an address or location after the expiration of such four days.

6. Restriction Upon Termination Practices: A public utility shall not employ termination practices other than those set forth in these Regulations. A utility shall have the right to employ or pursue all legal methods to ensure collections or obligations due it.

F. Informal Review

Any person who is unable to resolve a dispute with the utility concerning a matter addressed in these Regulations may obtain informal review of the dispute by a designated

employee within the Division of Public Utilities. Such employee shall investigate the dispute, make an attempt to resolve it, and inform both the utility and the consumer of his findings within five days, or less, from receipt of the informal review request and shall inform the consumer of his right to petition the Commission for the formal review of the dispute.

G. Formal Review

The Commission, upon its own motion or upon petition of any person , may initiate formal or investigative proceedings upon any matter arising out of any informal complaint.

H. Policy Statement Regarding Elderly and Handicapped

It must be recognized that the elderly and handicapped may be seriously affected by termination of utility service. In addition, the risk of inappropriate termination may be greater for the elderly and handicapped, due to communication barriers which may exist by reason of age or infirmity. Because of these special conditions, the regulations herein governing termination of service are specifically intended to prevent inappropriate termination which may be hazardous to these groups.

WOLF CREEK WATER CONSERVANCY COMPANY

SECONDARY WATER SERVICE AGREEMENT

Name _____ Date _____ SNN _____

Service Address _____

Application is for:

_____ New Service _____ Change of ownership _____ Renting _____ Other _____

Required Connection Fee \$ _____ (as per Tariff)

Require Security Deposit \$ _____ (as per Tariff)

This agreement is subject to terms and conditions contained below. By signing below, I acknowledge that I have read the entire agreement, including the terms and conditions stated below, and agree to such terms.

Customer(s) Signature _____ Date _____

Approved by Wolf Creek Water _____ Date _____

I request Wolf Creek Water Conservancy to supply water service to the service address herein under the **Company**'s authorized rate schedule.

In consideration of the **Company**'s acceptance of this application and its rendering of water service hereunder, I agree to pay for such service in accordance with all existing rules and regulations and at the applicable rates for such service in effect or as lawfully amended or changed from time to time.

Interest will be charged on unpaid accounts at the current rate authorized by the Utah Public Service Commission and contained in the **Company**'s tariff, which provisions are incorporated herein by this reference and which are available upon request. The stated interest rate is also applicable to judgment interest. If the **Company** finds it necessary to take legal action to collect any amounts due on my account, I agree to pay courts costs and such additional sums as attorney's fees as the court may adjudge reasonable.

I agree to permit the **Company**, through its agents or employees, to enter upon the utilities easement at the service address at all reasonable times for all purposes necessary for or incident to the rendition of water or sewer service.

I understand that the water and sewer service connection charges stated above includes a meter, a meter box, a cover, and a valved service line to the property line. I understand that this equipment is the property of the **Company**, and I agree to make no changes to the meter or permit anything to be done that will cause the meter or its associated equipment to be ineffective or inaccurate. If any of the foregoing are done, the **Company**, upon discovery thereof, may refuse or discontinue service until the condition is corrected at my expense.