

RULES AND REGULATIONS

1. Connection: No unauthorized person **will**/shall tap any water main or distribution pipe of the company or insert therein, any corporation cock, stopcock, or any other fixture or appliance; or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other part of the waterworks system or attachment thereto.

No person/**persons**, **shall** without first obtaining a permit from the company, connect or disconnect any service pipe to or from the mains or distribution pipes of said waterworks system nor make any repairs to, additions to, or alterations of any such service pipe. ~~., tap, stop cock, r any other fixture or attachment connected with any such service pipe.~~

2. 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 ~~weather or before any work can be performed upon old or new connections.~~ **whether** it is old or new construction. Such permit shall be issued upon written application on forms obtained from the company. ~~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.~~ A permit fee may or may not be required.

~~Applicants will furnish and install all material to be used in said connection that is not furnished by the company at ~~there~~their own expense. This installation will require ~~an~~ on sight inspection to insure quality of work and material, by a representative of the company qualified to do so, ~~with a~~ 24 hour notice, will be required for application and inspection.~~

3. Metering of Service. All water delivered by the company to its customers shall be metered through approved water meters. **This includes fire hydrants and service connections.** Meters may be ~~tested, checked,~~ inspected, or adjusted at the discretion of the ~~company~~Company, and shall not be ~~opened, tampered with~~ or adjusted except by authorized representatives of the ~~company~~Company. ~~If requested by the customer, the Company shall test the meter and if such test shows the meter to be accurate or inaccurate to the favor of the customer, the customer shall pay the cost of the test. When such test shows the meter to be reading inaccurately to the disfavor of the customers, the Company shall pay the cost of the test.~~ Only authorized ~~representatives~~ persons of the ~~company~~Company shall open meter ~~box boxes to turn on or off water~~ for the purpose of turning on or off the meter except in the case of an emergency or ~~when~~ special permission **is** given by the company. Any service connection/meter connection found to have been tampered with, meter removed, and a jumper installed, with the purpose of obtaining water will be subject to fines, penalties or loss of the service.

4. Meter Adjustment: If a meter fails to register at any time, the water delivered during ~~such a~~ this period **shall will** be billed at the ~~minimum~~ rate **of the previous months and years average or present minimum rate.** In the event a meter is found to be recording at less than 97% or more than 103% of ~~actual~~ previous readings, the ~~company~~Company may make ~~such~~ adjustments in ~~the customer's previous bill as are just and~~ future billing periods based upon ~~previous bills to be~~ fair under all circumstances.

5. Services Connections: Any party desiring ~~to obtain a supply of water~~ a service connection from the company shall make application in writing. ~~The service connection charges shown in this tariff include a meter, a meter box, a cover and a valved service line to the property line.~~ After approval and fees paid as shown in the rates and tariffs. ~~The meter and meter box will be located as directed by the Company~~ The meter will be located in a non traffic area that is accessible during all months of the year and free from any obstructions such as landscaping, cars, trash, rocks, dirt, or buildings. This will include the meter setter, the meter, the box, the cover and lid. ~~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.~~ Any material furnished shall remain the property of the company thereof. ~~From,~~ from mainline to property line.

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[Continued].

6. Service Line: All service line materials, excavation and installation shall be provided ~~by the applicant~~ and completed by the applicant or party thereof, from the mainline to the property line and meter box. The applicant shall provide a corporation stop valve on each service line prior to the meter valve. Installation shall be inspected and approved by the Company before the service line and trench is will be backfilled.
7. Multi unit Service Line: Dwellings with multi unit occupants may or may not have a separate meter for each unit. However each unit will pay a separate impact/ development fee. Also a separate monthly billing to each unit will be charged.
8. Water Use Restriction: 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, or outside enterprise's without express written permission of from the Company.
9. Service Turn-on / Turn-off: Only authorized representatives ~~personal~~ personnel of the Company shall turn on or off water at the meter box except in case of an emergency or when special permission is granted by the Company. ~~Service may be turned off by the Company when so requested by the applicant or when the applicant fails to abide by these regulations.~~ The Company will turn off service, when requested by the applicant or the applicant fails to comply with the rules/regulations. ~~Whenever~~ If the water is turned off at any premises, it shall will only be turned on again only upon payment in full of the applicable charges shown in the rate schedule when the bill and charges are current and paid in full.
10. 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 clean, pure supply of water, but, that meets the State and Federal guidelines. However the Company shall not be held liable for damage to any water user by reason of any stoppage or interruption of said water supply caused by from scarcity of water; accidents from works;

~~construction~~, main alterations, ~~additions or repairs~~; acts of God or any other unavoidable causes.

11. Damage to Facilities: Costs of any damage resulting from the failure of the owner, agent, or tenant to properly protect the water meter or ~~service line to their own house or building~~, or other facilities of the Company installed upon ~~the~~ premises supplied with water, ~~including but not limited to vandals, fire, freezing or construction work~~ 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.

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12. Reading of Meters: ~~All meters shall be read by the Company bimonthly and charges shall be based upon meter readings except as provided for in paragraph 4 herein above. The~~ Company shall read all meters. In the spring as early ~~as~~ possible, and in the fall as late as practicable, and monthly or BI-monthly in between. The monthly or BI-monthly charges between fall and spring will be charged at the monthly minimum and overage charges will be billed on the first reading bill in the spring.

13. Billing and Payments: Bills covering ~~the~~ charges shall be rendered bi-monthly/monthly and shall be due fifteen (15) days after being rendered. If any customer neglects or refuses to pay the water service bill ~~or any other said bill~~ or any other obligation due the company within thirty (30) days from the date of said bill. The Company's employees shall have the right to ~~go upon~~ access the premises and do such work as may be necessary to disconnect water service. Before any service is ~~renewed~~ the ~~reconnected~~ all delinquent bill or bills shall be paid in full, or ~~any~~ payment arrangements satisfactory to ~~made with the~~ Company shall be made, and the established tariff charge for reconnection shall be paid to satisfy any UN paid bills. A disconnect and reconnect fee will be charged.

14. Discontinuance of Service: Any customer wishing to ~~have the service discontinued~~ ~~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.
15. Regulated Usage: Whenever the Company shall determine that the amount of water available to its distribution system has diminished to such a volume that, ~~unless restricted~~, the public health, safety and general welfare is likely to be endangered, it may ~~preweribe rules and regulations to conserve the water supply during such emergency.~~ ~~is at risk, or in such times as emergency occur it may be necessary to impose a restriction program.~~ Such rules and

regulations may include, but shall not be limited to, the restriction to certain hours and (total prohibition) of ~~the use of water for outdoor watering.~~

16. Changes and Amendments: The right is reserved to amend or add to these Rules and Regulations ~~and Regulations~~ as experience ~~or regulations~~ may show it to be necessary and as such amendments or additions will be approved by ~~the board of directors of the company and~~ ~~or~~ the Public Service Commission of Utah.
17. Credit Deposit: The Company shall at its option, and in lieu of established credit, require a deposit from the customer to assure payment of bills; such deposits shall be ~~a minimum of 60 days estimated bill or \$100.00~~ ~~\$~~ ~~_____~~ ~~or equal to one billing period.~~ This deposit may be refunded when credit has been established. ~~Deposits held over 12 month shall earn interest from the Company at the rate of 7 percent per annum, beginning with the first day of deposit. Interest will be credited to the customer's account.~~ ~~The deposit after 6 months may be refunded or credited to said bill.~~

Facility and Line Extension Policy

Definition: An extension ~~or upgrade~~ is any continuation of, or branch from, the nearest ~~available existing line of~~ ~~or most applicable utility line or facility owned or maintained by~~ the company, including any increase of capacity of an existing line, ~~tank, spring, well, pump, or buster pump,~~ to meet the customer's ~~or developer's~~ requirements.

1. Costs: The total cost of the extension, ~~including~~ ~~includes but not limited to~~ engineering, labor, and materials, shall be paid by the applicants. When more than one applicant is involved in the extension, ~~the costs shall~~ ~~it may or may not~~ be prorated on the basis of ~~street property~~ frontage distances involved or upon such other basis as may be mutually agreed ~~on~~ by applicants ~~or the company.~~ ~~Sufficient valves and fire hydrants must be included with every installation.~~
2. 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 designated by the Company, but the size shall never be smaller than 4" (four inches) in diameter. The pipeline shall be installed only along dedicated streets and highways.~~ These costs shall include the installation and tanks, wells, pumps, to maintain pressures and supply that will regulate the system to a minimum flow pressure of 40 psi. throughout the system.
3. Water Storage and Supply: All cost for providing increased water supply and storage shall be paid by the Company. This cost shall include the installations and operation of pumps as required for proper pressure regulation of the system.

4. Ownership: Completed facilities shall be owned, operated and maintained by the company including and through the meters, as detailed in the tariffs Rules and Regulations.

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