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-BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH-

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IN THE MATTER OF THE APPLICATION  
OF CEDAR POINT WATER COMPANY FOR  
AN EXPANSION OF SERVICE AREA AND  
ADDITIONAL TYPES OF SERVICE AND  
APPLICABLE RATES

**PETITION FOR REVIEW OR  
REHEARING ON ORDER DENYING  
APPLICATION AND REQUEST TO  
AMEND APPLICATION AND/OR TARIFF**

Docket No. 10-2404-01

ALJ: Ruben H. Arredondo

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## **I. INTRODUCTION**

Pursuant to Utah Code Ann. 63G-4-301 and 54-7-15, Cedar Point Water Company hereby petitions for review and/or rehearing of the Utah Public Service Commission's December 9th, 2010, Order ("Order") in the above-referenced proceedings

## **II. GROUNDS FOR REVIEW OR REHEARING**

As mentioned in the Order denying the Application, the basis for the denial is that Cedar Point does not have sufficient water rights or source capacity for the requested additional connections. Cedar Point does not dispute the finding of insufficient source capacity for the requested 450 residential connections, but does dispute having sufficient water rights. In an effort to meet the requirements, Cedar Point has amended its Tariff, which is submitted in

conjunction with this Request for Reconsideration, to request expansion to service 250 residential connections, which number is based on current requests for water service and actual ownership of water rights. On or about November 24, 2010, information documenting sufficient water rights was provided to the Public Utility Commission staff. Furthermore, Cedar Point is working with the Department of Environmental Quality (Drinking Water) representative Paul Wright in the southern Utah office to confirm adequate source capacity to satisfy our request. Thus, the information the commission obtained from the DDW was not entirely accurate. Evidence provided will clearly indicate that Cedar Point is able to provide adequate source capacity on further reconsideration.

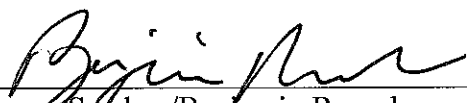
Also, Cedar Point has amended its Tariff to include definitions on the commercial, industrial, agriculture and institutional, which the Order Denying Expansion clearly allows and recommends. See Amended Tariff, effective 1.1.10. As such, the amended tariff should be approved with these additional service types and applicable rates.

### **III. CONCLUSION**

For the foregoing reasons, and based on sufficient evidence of water rights ownership which has been provided to PUC staff and the DDW, the Commission should reconsider its order dated December 9<sup>th</sup>, 2010 and approve Cedar Point's application for expansion of service area.

DATED this 6 day of January, 2011.

**SANDERS RUESCH & REEVE, PLLC**

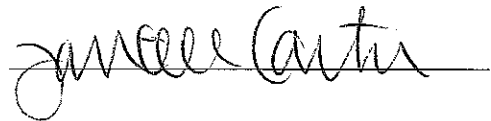
  
\_\_\_\_\_  
Roger Sanders/Benjamin Ruesch  
Attorneys for Cedar Point Water Company

**MAILING CERTIFICATE**

I certify that on the 10 day of January, 2011 I served a copy of the foregoing PETITION FOR REVIEW OR REHEARING ON ORDER DENYING APPLICATION AND REQUEST TO AMEND APPLICATION AND/OR TARIFF on each of the following via ( ) facsimile transmission  email  regular U.S. Mail, postage pre-paid, to:

Ted Boyer, Chairman  
Ric Campbell, Commissioner  
Ron Allen, Commissioner  
Utah Public Service Commission  
Heber M. Wells Building  
160 East 300 South  
Salt Lake City, UT 84114  
[drexclark@utah.gov](mailto:drexclark@utah.gov)

Trisha Schmid  
Assistant Attorney General  
160 East 300 South  
Salt Lake City, UT 84111  
[Pschmid@utah.gov](mailto:Pschmid@utah.gov)

A handwritten signature in cursive script, reading "Janelle Carter", written over a horizontal line.



**CEDAR POINT WATER COMPANY**

**RATE SCHEDULES  
AND  
RULES AND  
REGULATIONS**

**TARIFF NO. \_\_\_\_\_**

INDEX

<u>Description</u>	<u>Sheet No.</u>
Title and Authority .....	1
Index.....	2
Rate Schedule.....	3
Rules and Regulations.....	6
1.    Water Use Per Customer.....	6
2.    Connections.....	6
3.    Application for Permit.....	6
4.    Metering of Service.....	6
5.    Meter Adjustments.....	6
6.    Service Connections.....	6
7.    Service Line .....	7
8.    Water Use Restriction .....	7
9.    Service Turn-on & Turn-off.....	7
10.   Disruption Liability.....	7
11.   Damage to Facilities.....	7
12.   Reading of Meters.....	7
13.   Billing & Payments.....	7
14.   Deferred Payments.....	8
15.   Discontinuance of Service.....	8
16.   Reconnection of Discontinued Service .....	8
17.   Regulated Usage.....	9
18.   Changes & Amendments.....	9
19.   Credit Deposit .....	9
20.   Special Assessments .....	9
21.   Eligibility for Service.....	10
22.   Dispute Resolution.....	10
Facility Extension Policy: .....	11
1.    Extensions .....	11
2.    Costs.....	11
3.    Construction Standards .....	11
4.    Water Storage & Supply .....	11

5.	Ownership .....	11
6.	Temporary Service .....	11

**WATER SERVICE RATE SCHEDULE**

**Applicability**

This Tariff is applicable in entire service area to water service for culinary purpose at one point of delivery.

Rates as herein set forth shall apply to each consumer unit. A consumer unit is defined as a single unit dwelling or any store service station, cafe, factory, shop, processing plant, or other establishment or concern that might apply for culinary water service for domestic purposes.

**Residential Rate**

The following rate is for a period of one month:

<u>Usage</u>	<u>Charges</u>
The First <b><u>12,000</u></b> gallons      \$ <b><u>48.00</u></b>	minimum charge for each service connection per 1,000 gallons
Usage over <b><u>12,000</u></b> gallons \$ <b><u>2.75</u></b>	

Premises temporarily without a meter will be charged the minimum rate.

**Commercial Rate**

Definition: Includes, but not limited to providing water services to office buildings, retail businesses, hotels.

(Billed Bi-Monthly)

Beginning Jan. 1, 2010

3/4", 1" or Larger Connection

<u>Usage</u>	<u>Charges</u>
The First <b><u>12,000</u></b> gallons      \$ <b><u>54.00</u></b>	minimum charge for each service connection per 1,000 gallons
Usage over <b><u>12,000</u></b> gallons \$ <b><u>3.80</u></b>	

Premises temporarily without a meter will be charged the minimum rate.

**WATER SERVICE RATE SCHEDULE (Cont'd.)**

**Industrial Rate**

Definition: Includes, but not limited to providing water services for manufacturing, warehouses, and processing.

(Billed Bi-Monthly)

Beginning Jan. 1, 2010

3/4", 1" or Larger Connection

**Usage**

**Charges**

The First <b><u>12,000</u></b> gallons	<b><u>\$ 75.00</u></b>	minimum charge for each service connection
Usage over <b><u>12,000</u></b> gallons	<b><u>\$ 3.80</u></b>	per 1,000 gallons

Premises temporarily without a meter will be charged the minimum rate.

**Agriculture Rate**

Definition: Includes, but not limited to providing water services for irrigation of golf courses, open spaces and landscaping.

(Billed Bi-Monthly)

Beginning Jan. 1, 2010

3/4", 1" or Larger Connection

**Usage**

**Charges**

The First <b><u>30,000</u></b> gallons	<b><u>\$ 38.00</u></b>	minimum charge for each service connection
The <b><u>Next 30,000</u></b> gallons	<b><u>\$ 5.50</u></b>	per 1,000 gallons
The <b><u>Next 30,000</u></b> gallons	<b><u>\$ 3.50</u></b>	per 1,000 gallons
The <b><u>Next 30,000</u></b> gallons	<b><u>\$ 2.00</u></b>	per 1,000 gallons
<b><u>Above 120,000</u></b> gallons	<b><u>\$ 1.50</u></b>	per 1,000 gallons

Premises temporarily without a meter will be charged the minimum rate.



**Institutional Rate**

Definition: Includes, but not limited to providing water services for government offices, schools and utility providers.

(Billed Bi-Monthly)  
Beginning Jan. 1, 2010  
3/4", 1" or Larger Connection

<u>Usage</u>		<u>Charges</u>
The First <b><u>12,000</u></b> gallons	\$ <b><u>75.00</u></b>	minimum charge for each service connection
Usage over <b><u>12,000</u></b> gallons	\$ <b><u>3.80</u></b>	per 1,000 gallons

**Service Connection Charges**

Size 5/8" of service to  
Property Line One-time charge  
for each service requiring new  
meter installation

**\$ 6,000.00\***

Size 3/4" of service to  
Property Line One-time charge  
for each service requiring new  
meter installation

**\$ 6,500.00\***

Turn-on service where  
meter is already in place

**\$ 100.00**

\*For any lots Platted, recorded or deeded after 1/1/10

**Standby Service Charge**

Standby Service Charge\*                      **\$ 15.00** per month, until 12/31/10, then \$20.00 thereafter

\*Applies to lots where service mains are in place and where water service is available, but no water service has been connected and no water service is used; or where water service has been disconnected by the Company at the request of the customer; or involuntarily by the Company after proper notice to the customer.

## RULES AND REGULATIONS

1. **Water Use per Customer:** Each user will be entitled to use not more than 500,000 gallons of water per year.
2. **Connections:** No unauthorized person shall tap any water main or distribution pipe of the Company or insert therein any corporation cock, stop cock 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 attachment, being part of the waterworks system and attached thereto. No person shall install any water service pipe or connect or disconnect any such service pipe with or from the mains or distribution pipes of said waterworks system, nor with or from any other service pipe now or hereafter connected with said system, nor make any repairs, additions to, or alterations of any such service pipe, tap, stop cock, or any other fixture or attachments connected with any such service pipe, without first obtaining a permit from the Company.
3. **Application for Permit:** Before any service connection shall be made to any part of the waterworks system, or any work performed upon old or new connections, a permit shall be obtained from the Company. Such permit shall be issued upon written application on forms obtainable from the Company. Applicants for water service shall furnish, lay and install at their own expense, all that portion of the service not provided the Company, subject however, to the supervision and inspection of the Company.
4. **Metering of Service:** All water delivered by the Company to its customers shall be metered through water meters. Meters may be checked, inspected, or adjusted at the discretion of the Company, and shall not be opened or adjusted except by authorized representatives 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.
5. **Meter Adjustments:** 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 may make such adjustments to the customer's previous bill as are just and fair under the circumstances.
6. **Service Connections:** Any person desiring to obtain a supply of water from the Company shall make application in writing. The service connection charges shown in this tariff include a meter, 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 its sole and exclusive property. Excavation and installation shall be made by the Company from the main line connection in the road to 3 feet beyond the meter.

7. **Service Line:** 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. A shut-off valve shall be provided by the applicant on each service line, in an accessible location separate from the water meter box.
8. **Water Use Restriction:** The owner or occupant of any building on premises entitled to the use of water from the Company shall not supply water to any other building or premise without written permission of the Company.
9. **Service Turn-on and Turn-off:** Only authorized representatives 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. Whenever the water is turned off at any premises, it shall not be turned on again until the customer pays all delinquent balances owing, late charges, and reconnection charges as shown in the rate schedule.
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 clean, pure supply of water, 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 to works, water main alterations, additions or repairs, acts of God or 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 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.
12. **Reading of Meters:** All meters shall be read by the Company monthly and charges shall be based upon meter readings except as provided for in paragraph 4 above.
13. **Billings and Payments:** Bills covering the charges will be rendered and shall be due 20 days after being rendered. If any customer neglects, fails, or refuses to pay a water service bill or any other obligation due to the Company within thirty (30) days from the date of said bill, then, the Company, after following the procedures required in Public Service Commission Rule "R746-200-6 Termination," including the delivery of the Company's "Statement of Customer Rights and Responsibilities" and delivery of notices at least 10 days and at least 48 hours prior to the proposed termination, shall have the right to go upon the premises and do such work as may be necessary to disconnect the water service. Before service is restored to the customer whose bill has become delinquent, the delinquent bill or bills shall be paid in full, or payment arrangements satisfactory to the Company shall be made and the established tariff charge for reconnection shall be paid. In lieu of assessing a disconnect and reconnect charge as established by the Tariff, the Company at its sole discretion can assess a \$15.00 late fee for a prior balance owing on a customer's account until such time the prior balance is paid in full. The Company shall have the right to place a lien upon the property (served by the Company's system) of any

customer who is not connected to the water system and who is delinquent on their account in excess of 60 days.

14. **Deferred Payments:** A customer who cannot pay a delinquent account balance on demand shall have the right to receive residential utility service under a deferred payment agreement subject to R746-200-5(B) unless the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service. If the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service, the use of a deferred payment agreement is at the utility's discretion. A customer shall have the right to a deferred payment agreement, consisting of 12 months of equal monthly payments, if the full amount of the delinquent balance plus interest shall be paid within the 12 months and if the customer agrees to pay the initial monthly installment. The customer shall have the right to pre-pay a monthly installment, pre-pay a portion of, or the total amount of the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. The customer also has the option, when negotiating a deferred payment agreement, to include the amount of the current month's bill plus the reconnection charges in the total amount to be paid over the term of the deferred payment agreement. If a customer breaches a condition or term of a deferred payment agreement, the Company may treat that breach as a delinquent account and shall have the right to disconnect service pursuant to these Rules and Regulations and the Public Service Commission Rules, Title R746, et seq., subject to the right of the customer to seek review of the alleged breach by the Commission, and the customer shall not have the right to a renewal of the deferred payment agreement. Renewal of deferred payment agreements after the breach shall be at the Company's discretion.
15. **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.
16. **Reconnection of Discontinued Service.** The Company shall have personnel available 24 hours each day to reconnect utility service. Service shall be reconnected as soon as possible, but no later than the next generally recognized business day after the customer has requested reconnection and complied with all necessary conditions for reconnection of service; which may include payment of reconnection charges and compliance with deferred payment agreement terms. If a customer requests reconnection or other services outside of the Company's normal business days or hours of operation, Company may charge the customer an additional \$75.00 fee.
17. **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 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 to certain hours (or total prohibition) of the use of water for outdoor watering.
18. **Changes and Amendments:** The right is reserved to amend or add to these Rules and

Regulations as experience may show it to be necessary and as such amendments or additions are approved by the Public Service Commission of Utah.

19. **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 a minimum of 60 days or \$96.00. This deposit may be refunded when credit has been established. Deposits held over 12 months shall earn interest from the Company at the rate of 2.0% per annum, beginning with the first day of deposit. Interest will be credited to the customer's account.
20. **Special Assessments:** The Company reserves the right to use Special Assessments for unexpected and costly repairs to the water system which cannot be foreseen, covered by monies generated by billing nor reasonably incorporated into the rates. All water users (and applicants) will be responsible to pay these Special Assessments.
21. **Eligibility for Service.** Residential utility service shall be conditioned upon payment of deposits, where required, and of any outstanding debts for past utility service which are owed by the Customer to the Company, subject to Subsections R746-200-3(B)(2), and R746-200-7(B)(2). Service may be denied when unsafe conditions exist, when the customer has furnished false information to get utility service, or when the customer has tampered with utility-owned equipment, such as meters and lines. A customer is ineligible for service if at the time of application, the customer is cohabiting with a delinquent account holder, whose utility service was previously disconnected for non-payment, and the customer and delinquent account holder also cohabited while the delinquent account holder received the utility's service, whether the service was received at the customer's present address or another address.
22. **Dispute Resolution**
  - A. **Informal Review.** A person who is unable to resolve a dispute with the Company concerning a matter subject to Public Service Commission jurisdiction may obtain informal review of the dispute by a designated employee within the Division of Public Utilities. This employee shall investigate the dispute, try to resolve it, and inform both the utility and the consumer of his findings within five business days from receipt of the informal review request. Upon receipt of a request for informal review, the Division employee shall, within one business day, notify the Company that an informal complaint has been filed. Absent unusual circumstances, the Company shall attempt to resolve the complaint within five business days. In no circumstances shall the Company fail to respond to the informal complaint within five business days. The response shall advise the complainant and the Division employee regarding the results of the Company's investigation and a proposed solution to the dispute or provide a timetable to complete any investigation and propose a solution. The Company shall make reasonable efforts to complete any investigation and resolve the dispute within 30 calendar days. A proposed solution may be that the Company request that the informal complaint be dismissed if, in good faith, it believes the complaint is without merit. The Company shall inform the Division employee of the Company's response to the complaint, the proposed solution and

the complainant's acceptance or rejection of the proposed solution and shall keep the Division employee informed as to the progress made with respect to the resolution and final disposition of the informal complaint. If, after 30 calendar days from the receipt of a request for informal review, the Division employee has received no information that the complainant has accepted a proposed solution or otherwise completely resolved the complaint with the Company, the complaint shall be presumed to be unresolved.

If the Company or the complainant determines that they cannot resolve the dispute by themselves, either of them may request that the Division attempt to mediate the dispute. When a mediation request is made, the Division employee shall inform the other party within five business days of the mediation request. The other party shall either accept or reject the mediation request within ten business days after the date of the mediation request, and so advise the mediation-requesting party and the Division employee. If mediation is accepted by both parties or the complaint continues to be unresolved 30 calendar days after receipt, the Division employee shall further investigate and evaluate the dispute, considering both the customer's complaint and the Company's response, their past efforts to resolve the dispute, and try to mediate a resolution between the complainant and the Company. Mediation efforts may continue for 30 days or until the Division employee informs the parties that the Division has determined that mediation is not likely to result in a mutually acceptable resolution, whichever is shorter. The Company and the complainant shall provide documents, data or other information requested by the Division, to evaluate the complaint, within five business days of the Division's request, if reasonably possible or as expeditiously as possible, if they cannot be provided within five business days.

If the Company has proposed that the complaint be dismissed from informal review for lack of merit and the Division concurs in the disposition, if either party has rejected mediation or if mediation efforts are unsuccessful and the Division has not been able to assist the parties in reaching a mutually accepted resolution of the informal dispute, or the dispute is otherwise unresolved between the parties, the Division in all cases shall inform the complainant of the right to petition the Commission for a review of the dispute, and shall make available to the complainant a standardized complaint form with instructions approved by the Commission. The Division itself may petition the Commission for review of a dispute in any case which the Division determines appropriate. While a complainant is proceeding with an informal or a formal review or mediation by the Division or a Commission review of a dispute, no termination of service shall be permitted, if any amounts not disputed are paid when due, subject to the Company's right to terminate service pursuant to R746-200-7(F), Termination of Service Without Notice.

- B. Formal Agency Proceedings Based Upon Complaint Review. The Commission, upon its own motion or upon the petition of any person, may initiate formal or investigative proceedings upon matters arising out of informal complaints.

## FACILITY EXTENSION POLICY

1. **Definition:** An extension is any continuation of or branch from, the nearest available existing line of the Company, including any increase of capacity of an existing line to meet the Customers' requirements.
2. **Costs:** The total cost of extensions including engineering, labor, and materials shall be paid by the applicants. If because of the extension and the additional water customers, additional water rights, pumps, storage, or other water plant must be acquired, the Company may require the applicants to pay these costs. Where more than one customer is involved in an 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 Division of Drinking Water. Pipe sizes shall never be smaller than 4" (four inches) in diameter, The pipeline shall be installed only along dedicated streets and highways.
4. **Water Storage and Supply:** Except as provided for in paragraph 2 herein above, all costs for providing increased water supply and storage shall be paid by the Company. This cost shall include the installation and operation of pumps as required for proper pressure regulation of the system.
5. **Ownership:** Completed facilities and water rights shall be owned, operated, and maintained by the Company, including and through meters as detailed in the Tariff Rules and Regulations.
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.

