

Hidden Creek Water Company

Water Rate and Service Schedule

Applicability

Applicable in the entire service area, water service for culinary/drinking water purposes at one point of delivery.

Rates as herein set forth shall apply to each service/consumer unit. A consumer unit is defined as a single family dwelling or residential building lot or a business or a profit or non-profit concern or other establishment that might apply for and/or has the legal right to apply for water service for domestic and/or other use purpose.

The following rates will apply for a one-month billing period each month of the year. Each consumer unit will pay a minimum monthly system expense charge.

Monthly Rates:

<u>Description:</u>	<u>Rates:</u>
System Expense (all consumer units)	\$ 61.00/month
First 12,000 gallons	\$ 49.50/month
Useage per 1,000 gallons over 12,000 gallons	\$ 5.00/1,000 gals.

Other Charges and Fees:

<u>Description:</u>	<u>Explanation:</u>	<u>Rates:</u>
Water Service Turn-on & Turn-Off charges	Applies to each disconnect & reconnect action taken	\$ 100.00
Service connection fee for One hot tap & install of meter & setter in can with lid. Up to a 2" service connection.	One time charge for first time service connection.	\$ 3,350.00
Service connection fee to set yoke & meter in can. Up to a 2" service connection	One time charge for first time service connection.	\$ 2,850.00
Late Fee	To be assessed each billing period if there is a prior balance owing on an account.	\$15.00/month

RULES AND REGULATIONS

1. **Connections:** No unauthorized person will 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 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 water works system nor to or from any other service pipe now or hereafter connected with said system; nor make any repairs to, additions to, or alterations of any such service pipe, tap, stop cock, or any other fixture or attachment connected with any such service pipe. All materials used and the installation thereof in the conveyance of Company water shall comply with the Utah Department of Environmental Quality standards and specifications.

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 or before any work can be performed upon old or new connections. Such permit shall be issued upon written application of forms obtainable from the Company and shall be accompanied with detailed drawings showing:
 - a. the location of the proposed connection to the water main and/or distribution pipes
 - b. size of pipes, pipe materials;
 - c. location of fire hydrant, if applicant elects or is required to install a fire hydrant.;
 - d. location of water connection to residence;
 - e. location of shut off valves;
 - f. irrigation plan;
 - g. all other water features applicant may install between water meter and residence.

3. **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 an authorized representative 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.

4. **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 recording at less than 95 percent or more than 105 percent of actual, the Company may make such adjustments in the customer's previous bill as are just and fair under the circumstances.

5. **Service Connections:** Any party desiring to obtain a service connection from the Company shall make application in writing. The service connection charges are described above under "Other Charges and Fees". 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 on the applicant's side of the meter.

6. **Service Line:** A service line is defined as any and all water system features and/or

materials installed on the applicant's property and on the side of the meter that is opposite of the Company's water line to that meter. All service line materials and installation shall be provided by the applicant at their sole expense. The applicant shall provide a shut-off valve on the water service line in an accessible location separate from the water meter box and as reasonably close to the water meter box as is possible.

7. Water Use Restriction: The applicant 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. The applicant or occupant may not use nor is entitled to use any water from the Company that is not metered. The only exception to use unmetered Company water is when an applicant or occupant uses Company water from fire hydrant(s) to prevent, control or stop a fire after which the applicant or occupant will immediately contact the Company and disclose such usage.

8. 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 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 Rules and Regulations. Whenever the water is turned off at any premises, it shall be turned on again only upon payment in full of the applicable charge shown in the rate schedule and/or when the applicant complies with the Rules and Regulations.

9. 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 that meets State and Federal guidelines, but the Company, its directors, officers, independent contractors or employees 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 alteration, additions or repairs; acts of God or other unforeseeable or unavoidable causes.

10. Damage to Facilities: Costs of any damage resulting from the failure of the owner, applicant, 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 vandalism, fire, freezing or construction work shall be assessed against such owner, applicant, agent or tenant. No person/persons or applicant shall tamper with or remove the meter, or interfere with the reading thereof.

11. Reading of Meters: All meters shall be read by the Company in the spring and in the fall and monthly during the period in between. The minimum monthly charge shall apply during non-meter read months as with every other month of the year. The monthly invoice showing the first meter reading in the spring shall reflect the meter reading from the last meter reading taken in the preceding fall and shall calculate the actual gallons used (if any) in excess of that included in the minimum monthly charge.

12. Billing and Payments: Bills covering charges shall be due on the first of the month after the date the current bill was prepared. If a bill becomes delinquent, the Company, after

following the procedures required in Public Service Commission Rule “R746-200-6 Termination”, including the 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.

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

14. 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.

15. 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.

16. 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 three (3) months estimated bill but not less than \$183.00 whichever is greater. The deposit shall earn interest at the then established bank savings rate of the Company's banking institution. The deposit paid, plus accrued interest, is eligible for return to the customer after the customer has paid the bill on time for 12 consecutive months.

17. 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.

18. Backflow Prevention: All water users connected to the water system shall provide at their sole expense any and all backflow prevention/protection device(s) deemed necessary by the Company and to comply with the regulations and rules of the Utah Department of Environmental Quality to protect the water quality of the water system from any and all potential backflow incidences. All water users, at their sole expense, shall submit annually to the Company in the springtime and before the use of outside irrigation water, the required proof of certification of inspection of the water user's backflow prevention devices.

Facility Extension Policy:

Definition: An extension is any continuation of, or branch from the nearest available existing water distribution line owned by the Company, including any increase of capacity of an existing line and/or existing supply and/or existing storage to meet the applicant's requirements.

A. Costs: The total cost of extensions, including engineering, labor, and materials, shall be paid by the applicant or as agreed upon between the applicant and the Company as decided by the Company at the Company's sole discretion. Where more than one applicant 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, pressure reducing devices, fire hydrants and any other infrastructure installation mandated by the Company and/or the Utah Department of Environmental Quality must be designed to be included and installed with every installation.

B. Construction Standards: Minimum standards of the Company shall be met, which standards shall also comply with the standards of the Utah Department of Environmental Quality. Pipe sizes shall be designated by the Company. Pipeline shall be installed only along dedicated streets, highways or with in utility easements.

C. Ownership: Completed extensions shall be deeded/transferred to the Company then owned, operated, and maintained by the Company. The Company shall then bare the ongoing costs of normal operation and maintenance of the supply, storage and delivery infrastructure of the extension to the Company's system.

D. Temporary Service: A permit shall be obtained from the Company before any temporary service connection can be made to any part of the waterworks system or before any work can be performed upon old or new connections. The applicant will pay the total cost for the installation and removal of any service extension of a temporary nature. All work shall comply with the Company's rules and regulations and meet the minimum standards of the Utah Department of Environmental Quality.