

Cedar Ridge Distribution Company

Date Approved on:

Effective Date

Tariff Number

Docket Number

Contact Person Name David Z. Thompson

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Emergency Phone: 435-230-0876

Office hours: From
to

Maximum gallons usage per month:18,368(Residential)

Maximum gallons usage per month: (Commercial)

TARIFF NO.

CULINARY WATER SERVICE

- RATE AND FEE SCHEDULES
- RULES AND SERVICE REGULATIONS
- FACILITY EXTENSION POLICY

TARIFF NO.

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Rules

1. **Water Use per Customer:** Unless otherwise approved by the Company, each residential connection will be entitled to use not more than _____ gallons of water per month and each commercial connection will be entitled to use not more than _____ gallons of water per month.
2. **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 will, 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 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 that is the property of the Company as shown in the Company records. 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.
3. **Application for Permit:** A permit shall be obtained from the Company before any new service connection, not currently connected and being served by the Company, 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 only upon written application of forms obtainable from the Company.
4. **Metering of Service:** Currently, there are no individual meters installed at the respective points of connections for the 32 units comprising the current Cedar Ridge service area. However, it is the desire of the Company that individual meters be installed at each connection by the date of _____. Therefore, the Company shall bill each Customer after the installation of and confirmation that each meter is operative at a rate of \$_____ payable within sixty (60) days of receipt of the bill. Alternatively, payments may be carried forward for 12 consecutive months and parties deferring payment will be billed at a rate of \$_____ per month for twelve consecutive months from the date of installation.

A Customer is defined as a present user connected into the Company's water system according to the Company records, including any water users on standby basis.

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Rules (continued)

At the time meters are installed and operative, as determined by the Company, the following metering of service rules shall apply to all connections.

All meters and associated waterworks are considered property of the Company, including the meters, distribution pipes and/or waterworks system leading from the Company's water storage facility to the respective meters. However, service lines, as defined in paragraph 7 below, leading from the meter to the place of use (e.g., residential or commercial), including but not limited to distribution pipelines or other distribution infrastructure are the sole responsibility of the Customer. Accordingly, the Company and its Customers are hereby responsible for maintaining and repairing their respective water facilities as specified hereunder.

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.

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**, as defined in the Tariff Schedule. 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.
6. **Service Connections:** Any new person desiring to obtain a supply of water (service connection) from the Company shall make application in writing. The service connection charges shown in this Tariff Schedule 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 and/or installed 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 three (3) feet beyond the meter. The connection charges shall apply to all new connections.
7. **Service Line:** A service line is defined as all water system features and/or materials installed on the side of the meter which is closest to the Customer's place of use (and furthest away from the Company's main line). All service line materials and installation shall be provided by the Customer at their sole expense.

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Rules (continued)

The Customer 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. Installation shall be inspected and approved in writing by the Company before the service line trench is backfilled.

8. **Water Use Restriction:** The Customer 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 Customer or occupant may not use nor is entitled to use any water from the Company that is not metered.
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 emergency or when special permission is granted by the Company. Service may be turned off by the Company when so requested by a Customer, when the Customer fails to abide by these regulations, or as permitted by Utah Administrative Code R746-200-7, Termination of Service. 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 fees 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 a clean, pure supply of water that meets applicable State and Federal water guidelines. 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, acts of third persons, or other unavoidable causes.
11. **Damage to Facilities:** Costs of any damage resulting from the negligence and/or failure of owner, agent or tenant to properly protect the water meter or service line related to a service connection, 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 Customer, owner, applicant, agent or tenant. No person/ persons, applicant or Customer shall 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, weather permitting, and charges shall be based upon meter readings except as provided for in paragraph 5 above. If the meters are inaccessible to read, for example during winter months, Customers shall be billed at the **Minimum Usage** amount as set forth in the Tariff Schedule. The actual winter usage, should it exceed the

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Rules (continued)

minimum usage amount during the winter months, shall be billed in total on the first billing which shows the first meter reading taken in the calendar year.

13. **Standby Fees:** All Customers shall be subject to a standby fee in the event that Customer elects to terminate service. The standby fee is based on the pro rata share of each unit's interest in the depreciation schedule of the Company's assets as set forth in the Tariff Schedule.
14. **Billing and Payments:** Bills covering the charges will be issued and shall be due within thirty (30) days after the post-mark date of the bill which shall be sent registered mail or thirty (30) days after the electronic post-mark date of the bill if sent via electronic mailing. If any Customer neglects or refuses to pay a water service bill or any other obligation due to the Company within thirty (30) days from the date provided above, the Company's employees shall have the right to go upon the premises and do such work as may be necessary to disconnect the water service. Before the service is renewed and reconnected 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.
15. **Capital Reserve Accounting Requirements:** A Capital Reserve Account, equal to the annual depreciation expense or the annual amortization of the contribution in aid of construction, or a combination of the two, shall be established.
 - a. Capital reserve amounts generated from rates shall be deposited into a restricted account, such as a separate escrow account, within 30 days from receipt of payments;
 - b. Withdrawals shall be made from the Capital Reserve Account for capital replacements and improvements only;
 - c. In accordance with Utah Administrative Rule R746-40 1 -3A, expenditures in excess of five (5) percent of total Utility Plant in Service, shall require the Company to file a report with the Commission, at least 30 days before the purchase or acquisition of the asset or project, and to obtain written Commission approval before transacting such acquisitions;
 - d. Upon submission of the Annual Report to the Public Service Commission, the Company shall also provide a separate detailed accounting of the Capital Reserve Account consisting of monthly bank statements encompassing the entire calendar year showing a series of

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Rules (continued)

deposits made within 30 days from the receipt of rate payments for each billing cycle and withdrawals that meet requirements a, b and c above. Such detailed accounting, including copies of bank statements and possible other sensitive information shall be marked as "confidential";

- e. The balance in the reserve account shall be clearly identifiable in the financial statements as a restricted account.
- f. In identifying a qualifying expenditure for replacement or improvements that may be made from the Capital Reserve Account, the Company shall consider the following guidelines:
 - i. Capital improvements are typically high cost items with long service lives, including: the distribution pipe mainlines, storage reservoirs, wells and surface water intakes, etc. Expenditures that qualify as capital expenditures are those which extend the life of an asset and/or enhance its original value with better quality materials or system upgrades.
 - ii. Capital improvements do not include such minor expenses as repair clamps, inventory parts and fittings, spare pieces of pipe kept to facilitate repairs, small tools, maintenance supplies such as paint or grease, service contracts and other such day to day supplies. Expenses for these items are properly classified as "operating and maintenance" expenses;
 - iii. Additionally, it is not appropriate to use capital replacement funds received from existing Customers for system expansion, that is, to extend main lines to serve new areas or Customers or to install new services. Funds for the expansion of the system should come from new development, connection fees, assessments or other sources so that those benefitting from the improvement contribute the funds for its construction.
- g. Allocation of Partial Payments to Capital Reserve Account -- In the event any payment from a Customer is a partial payment of any given billed invoice by the Company, that payment shall be used first to cover the fixed and variable expenses, with the remainder of such partial payment to apply towards the Capital Reserve Account. A reconciliation, clearly indicating the circumstances surrounding those instances when the Capital Reserve Account was not fully funded, shall

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Rules (continued)

be provided by the Company with the detailed 'annual accounting' of the Capital Reserve Account.

- h. Billing for the Capital Reserve Account -- The Company shall list the Customer's charge for payment to the Capital Reserve Account as a separate line item in each billing statement.
16. **Discontinuance of Service:** Any Customer wishing to discontinue service shall notify the Company at least three (3) days in advance so that the meter can be read for a final billing. Such final bill shall be due and payable upon receipt. See also the standby fee provision discussed in paragraph 13 which shall apply when service is discontinued.
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 Company reserves the right to change, amend or add to these Rules and Regulations as experience may show it to be necessary and as such amendments or changes are approved by the Utah Public Service Commission.
19. **Special Assessments:** The Company reserves the right to levy special assessments as necessary to pay for or reimburse the Company for expenses attributed to emergency or necessary waterworks system improvements, maintenance, or repairs, subject to all necessary approvals of such special assessments by the Public Service Commission.
20. **Backflow Prevention:** All applicants requesting connection to or Customers connected to the water system shall provide, at their sole expense, any and all back-flow 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 potential back-flow incidence. All Customers, at their sole expense, shall submit annually to the Company (in the springtime and before the Customer's use of outside irrigation water) the required proof of certification of inspection of the Customer's back-flow prevention device(s).

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Service Regulations

Regulation I

Deposits and Guarantees

A security deposit is required of all Customers, without discrimination, to assure payment of bills, but may be waived if the Customer can provide one (1) of the following:

1. A letter of credit from another utility company (minimum of 12 months previous service), with no delinquent charges in 12 months, no return payment charges, no disconnections for non-payment, and no bankruptcies or liens filed.
2. Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. The Company shall consider a guarantor of residential service qualified if the guarantor is a current Customer of the Company and has not received a 10-day written notice of disconnection within the last 12 months.

When a security deposit is required, the residential Customer shall have the right to pay the deposit in 3 equal monthly installments if the first installment is paid when the deposit is required.

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. Deposits shall earn interest at the then established bank saving rate of the Company's banking institution. The Company shall provide to the Customer a bank statement summarizing the interest earned on the Customer's deposit account.

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Service Regulations (continued)

Regulation No. II

Eligibility for Service

Residential utility service is to 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. Service may be denied when unsafe conditions exist, when the Applicant/Customer has furnished false information to get utility service, or when the Applicant/Customer has tampered with utility-owned equipment, such as meters and lines. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, whose utility service was previously disconnected for non-payment, and the applicant and delinquent account holder also cohabited while the delinquent account holder received the utility's service, whether the service was received at the applicants present address or another address.

The Company will provide a copy of the "Customer's Statement of Rights and Responsibilities" when utility service is extended to an account holder, annually and upon first notice of an impending service disconnection.

Shared Meter or Appliance

In rental property where one meter provides service to more than one unit or where appliances provide service to more than one unit or to other occupants at the premises, and this situation is known to the utility, the utility will recommend that service be in the property owner's name and the property owner be responsible for the service. However, a qualifying applicant will be allowed to put service in their own name provided the applicant acknowledges that the request for services is entered into willingly, and he has knowledge of the account responsibility.

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Service Regulations (continued)

Regulation No. III

BILLING

Billing Cycle

The Company shall use a billing cycle that has an interval between regular periodic billing statements of not greater than two (2) months.

If a meter reader cannot gain access to a meter to make an actual reading, the Company shall take appropriate additional measures in an effort to get an actual meter reading. These measures shall include, but are not limited to, scheduling of a meter reading at other than normal business hours, making an appointment for meter reading, or providing a prepaid postal card with a notice of instruction upon which an account holder may record a meter reading. If after two (2) regular route visits, access has not been achieved; the Company will notify the Customer that arrangements need to be made to have the meter read as a condition of continuing service.

Periodic Billing Statement

Except when a residential utility service account is considered uncollectible or when collection or termination procedures have been started, the Company shall mail, email or deliver an accurate bill to the account holder for each billing cycle at the end of which there is an outstanding debit balance for current service, a statement which the account holder may keep, setting forth each of the following disclosures to the extent applicable:

1. the outstanding balance in the account at the beginning of the current billing cycle using a term such as "previous balance";
2. the amount of charges debited to the account during the current billing cycle using a term such as "current service";
3. the amount of payments made to the account during the current billing cycle using a term such as "payments";
4. the amount of credits other than payments to the account during the current billing cycle using a term such as "credits";
5. the amount of late payment charges debited to the account during the current billing cycle using a term such as "late charge";

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Service Regulations (continued)

6. the closing date of the current billing cycle and the outstanding balance in the account on that date using a term such as "amount due";
7. a listing of the statement due date by which payment of the new balance must be made to avoid assessment of a late charge;
8. a statement that a late charge, expressed as a fixed amount of \$15.00 or an annual percentage rate and a periodic rate, whichever is greater, may be assessed against the account for late payment;
9. the following notice: "If you have any questions about this bill, please call the Company."

Late Charge

The Company shall charge a late fee at the amount consistent with the established tariff for each billing period where there exists a prior balance owing on a Customer's account by following the procedures required in Public Service Commission Rule "R746-200-7 Termination of Service."

Statement Due Date

Bills covering charges shall be due on the first of the month after the date the current bill was prepared. An account holder shall have not less than 20 days from the date the current bill was prepared to pay the new balance, which date shall be the statement due date.

Disputed Bill

In disputing a periodic billing statement, an account holder shall first try to resolve the issue by discussion with the Company's personnel. The Company's personnel shall investigate the disputed issue and shall try to resolve that issue by negotiation. If the negotiation does not resolve the dispute, the account holder may obtain informal review by contacting the Division of Public Utilities and formal review with the Public Service Commission.

While an account holder is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due.

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Service Regulations (continued)

Unpaid Bills

When transferring unpaid bills from inactive or past accounts to active or current accounts the following limitations shall apply:

1. The Company may only transfer bills between similar classes of service, such as residential to residential, not commercial to residential.
2. Unpaid amounts for billing cycles older than four (4) years before the time of transfer cannot be transferred to an active or current account.
3. The Customer shall be provided with an explanation of the transferred amounts from earlier billing cycles and informed of the Customer's ability to dispute the transferred amount.

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Service Regulations (continued)

Regulation No. IV

Deferred Payment Agreement

A Customer or account holder 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 or account holder agrees to pay the initial monthly installment. The account holder 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 account holder 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.

Payment Options

1. If the Company has a budget billing or equal payment plan available they shall offer the account holder the option of:
 - a. agreeing to pay monthly bills for future residential utility service as they become due, plus the monthly deferred payment installment, or
 - b. agreeing to pay a budget billing or equal payment plan amount set by the Company for future residential utility service plus the monthly deferred payment installment.

2. If the Company does not have budget billing or equal payment plans available:
 - a. When negotiating a deferred payment agreement, the account holder shall agree to pay the monthly bills for future residential utility service plus the monthly deferred payment installment necessary to liquidate the delinquent bill.

The terms of the deferred payment agreement shall be set forth in a written agreement, a copy of which shall be provided to the Customer. If a finance charge is assessed, the deferred payment agreement shall contain notice of the charge.

Breach

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

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Service Regulations (continued)

disconnect service pursuant to the termination rules, subject to the right of the Customer to seek review of the alleged breach by the Commission, and the account holder 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.

TARIFF NO.

Service Regulations (continued)

Regulation No. V

Termination of Service

A delinquent account is a residential or commercial utility service bill which has remained unpaid beyond the statement due date. Refer to R746-200-7- for more specific terms governing termination of service.

When an account is a delinquent account, the Company, before termination of service, shall issue a written late notice to inform the account holder of the delinquent status. A late notice or reminder notice will include the following information:

1. A statement that the account is a delinquent account and should be paid promptly;
2. A statement that the account holder should call the Company if he/she has a question concerning the account;
3. A statement of the delinquent account balance, using a term such as "delinquent account balance."

When the account holder responds to a late notice or reminder notice the Company will investigate disputed issues and try to resolve the issues by negotiation. During this investigation and negotiation, no other action shall be taken to disconnect the residential utility service if the account holder pays the undisputed portion of the account.

A copy of the "Statement of Customer Rights and Responsibilities" will be issued to the account holder with the first notice of impending service disconnection.

Reasons for Termination of Service

Residential utility service may be terminated for the following reasons:

1. Nonpayment of a delinquent account;
2. Nonpayment of a deposit when required;
3. Failure to comply with the terms of a deferred payment agreement or Commission order;
4. Unauthorized use of, or diversion of, residential utility service or tampering with wires, pipes, meters, or other equipment;

TARIFF NO.

Service Regulations (continued)

5. Subterfuge or deliberately furnishing false information; or 6. Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements.

The following shall be insufficient grounds for termination of service.

1. A delinquent account, accrued before a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service;
2. Cohabitation of a current account holder with a delinquent account holder whose utility service was previously terminated for non-payment, unless the current and delinquent account holders also cohabited while the delinquent account holder received the utility's service, whether the service was received at the current account holder's present address or another address;
3. When the delinquent account balance is less than \$25.00, unless no payment has been made for two (2) months;
4. Failure to pay an amount in bona fide dispute before the Commission;
5. Payment delinquency for third party services billed by the regulated utility company, unless prior approval is obtained from the Commission.
6. Complaints filed with either or both the water service provider or regulatory agencies.

Restrictions upon Termination of Service During Serious Illness

Residential utility service may not be terminated and will be restored if terminated when the termination of service will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a statement, signed by an osteopathic physician, a physician, a surgeon, a naturopathic physician, a physician assistant, a nurse, or a certified nurse midwife, as the providers are defined and licensed under Title 58 of the Utah Code, either on a form obtained from the Company or on the health care provider's letterhead stationery, which statement legibly identifies the health infirmity or potential health hazard, and how termination of service will injure the person's health or aggravate their illness, the Company will continue or restore residential utility service for the period set forth in the statement or one month, whichever is less; however, the person whose health is threatened or illness aggravated may petition the Commission for an

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Service Regulations (continued)

extension of time. During the period of continued service, the account holder is liable for the cost of residential utility service. No action to terminate the service may be undertaken, however, until the end of the period of continued service.

Restrictions upon Termination of Service to Residences with Life-Supporting Equipment

The Company will not terminate service to a residence in which the account holder or a resident is known by the Company to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment whose normal operation requires continuation of the utility's service, without specific prior approval by the Commission. Account holders eligible for this protection can get it by filing a written notice with the Company, which notice form is to be obtained from the Company, signed and supported by a statement and specifically identifying the life-support equipment that requires the utility's service. Thereupon, the Company shall mark and identify applicable meter.

Termination of Service Without Notice

The Company may terminate residential utility service without notice when, in its judgment, a clear emergency or serious health or safety hazard exists for so long as the conditions exist, or when there is unauthorized use or diversion of residential utility service or tampering with wires, pipes, meters, or other equipment owned by the Company. The Company shall immediately try to notify the Customer of the termination of service and the reasons, therefore.

Notice of Proposed Termination of Service

At least 10 calendar days before a proposed termination of residential utility service, the Company shall give written notice of disconnection for nonpayment to the account holder. The 10-day time period is computed from the date the bill is postmarked. The notice shall be given by first class mail or delivery to the premises and shall contain a summary of the following information:

1. Statement of Customer Rights and Responsibilities under existing state law and Commission rules;
2. The Commission-approved policy on termination of service for the Company;
3. the availability of deferred payment agreements and sources of possible financial assistance, including but not limited to state and federal energy assistance programs;

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Service Regulations (continued)

4. informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number; specific steps, printed in a conspicuous fashion that may be taken by the consumer to avoid termination of service;
5. the date on which payment arrangements must be made to avoid termination of service; and
6. a conspicuous statement, in Spanish, that the notice is a termination of service notice and that the utility has a Spanish edition of its Customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.

At least 48 hours before termination of service is scheduled, the Company will make good faith efforts to notify the account holder or an adult member of the household, by mail, by telephone or by a personal visit to the residence. If personal notification has not been made either directly by the Company or by the Customer in response to a mailed notice, the Company will leave a written termination of service notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the Customer, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48-hour notice can be the final notice before the termination of service.

If termination of service is not accomplished within 15 business days following the 48-hour notice, the Company will follow the same procedures for another 48-hour notice.

The Company will send duplicate copies of 10-day termination of service notices 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 of service occurs, if the third party resides within its service area. The Company shall inform its account holders of the third-party notification procedure at the time of application for service and at least once each year.

In rental property situations where the tenant is not the account holder, and that fact is known to the Company, the Company will post a notice of proposed termination of service on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five (5) calendar days before the proposed termination of service. The posted notice will contain the information specified above. This notice provision applies to residential premises when the account holder has requested termination of service or the account

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Service Regulations (continued)

holder has a delinquent bill. If nonpayment is the basis for the termination of service, the Company will 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.

Termination Hours

Upon expiration of the notice of proposed termination of service, the Company may terminate residential utility service. Except for service diversion or for safety considerations, utility service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by Utah, or other times the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

Customer-Requested Termination of Service

The Customer shall advise the Company at least three (3) days in advance of the day on which he/she wants service disconnected to his/her residence. The Company will disconnect the service within four (4) working days of the requested disconnect date. The Customer will not be liable for the services rendered to or at the address or location after the four (4) days, unless access to the meter has been delayed by the Customer.

A Customer who is not an occupant at the residence for which termination of service is requested shall advise the Company at least 10 days in advance of the day on which he/she wants service disconnected and sign an affidavit that he/she is not requesting termination of service as a means of evicting his/her tenants. Alternatively, the Customer may sign an affidavit that there are no occupants at the residence for which termination of service is requested and thereupon the disconnection may occur within four (4) days of the requested disconnection date.

Restrictions Upon Termination of Service Practices

The Company will not use termination of service practices other than those set forth in these regulations. A utility shall have the right to use or pursue legal methods to ensure collections of obligations due it.

Reconnection of Discontinued Service

The company will have personnel available 24 hours each day to reconnect utility service. Service will be reconnected as soon as possible, but no later than the next

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Service Regulations (continued)

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.

TARIFF NO.

Service Regulations (continued)

Regulation No. VI

Informal Review, Mediation and Formal Review:

- a. Informal Review -- A person who is unable to resolve a dispute with the utility 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.
- b. Mediation -- If the utility 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.
- c. Formal 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.

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Service Regulations (continued)

Regulation No. VII

Statement of Utility Customer Rights and Responsibilities

The Utah Public Service Commission has established rules about utility/consumer/company relationships. These rules cover payment of bills, late charges, security deposits, handling complaints, service disconnection and other matters. These rules assure Customers of certain rights and outline Customer responsibilities. (see next page)

Rights

Provide service if you are a qualified applicant.

Offer you at least one 12-month deferred payment plan if you have a financial emergency. Let you pay a security deposit in three (3) installments, if one is required.

Follow specific procedures for service disconnection, which include providing you notice postmarked at least 10 days before service is disconnected.

Offer winter shut-off protection of energy utility service to qualifying ratepayers.

Advise you of sources of possible financial assistance in paying your bill. Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.

Give you written information about Commission rules and your rights and responsibilities as a **Customer** under those rules.

You, the Customer will:

Use services safely and pay for them promptly.

Contact the **Company** when you have a problem with payment, service, safety, billing, or customer service.

Notify the **Company** about billing or other errors.

Contact the **Company** when you anticipate a payment problem to attempt to develop a payment plan.

Notify the **Company** when you are moving to another residence.

Notify the **Company** about stopping service in your name or about stopping service altogether.

TARIFF NO.

Service Regulations (continued)

Permit access for meter readers and other essential the **Company** personnel and equipment.

To contact

- call _____ Monday thru Friday between _____ and _____ or e-mail: _____
- For EMERGENCIAS related to water system operation (lack of water service, low water pressure, etc.) call _____

If you have a problem call the **Company** first. If you cannot resolve the problem you may obtain an informal review of the dispute by calling the Utah State Division of Public Utilities Complaint Office at the following telephone number: **(801) 530-7622** in Salt Lake City or **1(800) 874-0904** Toll Free Statewide

TARIFF NO.

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 Customer's requirements.

1. **Costs:** The total cost of extensions, including engineering, labor, and materials, shall be paid by the Customer or as agreed upon between the Customer and the Company as decided by the Company at the Company's sole discretion. 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 Customer. 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.
2. **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 within utility easements.
3. **Ownership:** Completed extensions shall be deeded/transferred to the Company then owned, operated, and maintained by the Company. The Company shall then bear the ongoing costs of normal operation and maintenance of the supply, storage and delivery infrastructure of the extension to the Company's system.
4. **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 Customer 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.