

Community Water Company
Park City, Utah

Utah P.S.C. Original Sheet No. 1
P.S.C. Case No. 84-098-01

TARIFF No. 1
General Service – Water

Community Water Company
1840 Sun Peak Drive
Park City, Utah 84098

Schedule of Rates, Rules and Regulations

Water System # _____

Date Filed: October ____, 2014

Effective Date: October ____, 2014

TABLE OF CONTENTS

- A. Preliminary Statement4
- B. Service Area Description4
- C. Service Area Maps.....5
- D. Water Service Rate Schedule.....6
 - 1. Applicability.....6
 - 2. Rate Schedule.....6
 - 3. Base Rate7
 - 4. Water Consumption Rate.....7
 - 5. Monthly Standby Fee.....7
 - 6. Service Connection Fee7
 - 7. Reconnection Fee7
 - 8. Account Transfer Fee.....7
 - 9. Customer Late Fee.....7
 - 10. Returned Check Fee.....7
 - 11. Multiple Dwelling Users.....7
- E. Conditions of Service.....7
 - 1. Water Service Agreement8
 - 2. Unauthorized Use Prohibited.....8
 - 3. Temporary Service Suspension.....8
 - 4. Reconnection.....8
 - 5. Demarcation of Ownership.....8
 - 6. Prior Water Service.....8
 - 7. Application for Permit.....9
 - 8. Application by Renter.....9
 - 9. Metering of Service.....9
 - 10. Failure to Provide Meter.....9
 - 11. Cost of Connections.....9
 - 12. Company Approval.....9
 - 13. Water Use Restrictions.....9
 - 14. Service Turn-on and Turn-off.....10
 - 15. Disruption Liability.....10
 - 16. Damage to Facilities.....10
 - 17. Reading of Meter.....10
 - 18. Billing and Payments.....10
 - 19. Returned Checks.....10
 - 20. Discontinuance of Service.....11
 - 21. Regulated Usage.....11
 - 22. Changes and Amendments.....11
 - 23. Credit Deposit.....11
 - 24. Maintenance of Lines.....11

25. Policy Regarding Connections.....	11
26. Discontinuance of Service.....	11
27. Re-Connections.....	12
28. Inspections.....	12
29. Determination of Hazard.....	12
F. Facility Extension Policy.....	12
1. Definition.....	12
2. Cost.....	12
3. Construction Standards.....	12
4. Water Storage and Supply.....	12
5. Ownership.....	12
6. Temporary Service.....	13
G. Termination.....	13
1. Reasons for Termination.....	13
2. Restrictions upon Termination Practices.....	13
3. Termination without Notice.....	14
4. Termination with Notice.....	14
5. Customer Requested Termination.....	15
H. Operation of the Company.....	15

A. Preliminary Statement

Community Water Company, LLC (the “Company”) is a private water system providing service to customers in the Snyderville Basin area near Park City, Utah. The Company’s Tariff was issued on January 18, 1989 as Case No. 84-098-01 and the Company’s Tariff was amended on August 16, 1991 as Case No. 84-098-01. A map of the Company’s service area is attached to this Tariff.

Copies of this Tariff are available from the Company for a nominal copying charge.

B. Service Area Description

The area served by the Company and which is known as its “Service Area” is entirely within Summit County, Utah and includes the following described parcels. Location for each area is shown on the map included with this Tariff.

1. The East 750 feet of the Southeast ¼ of the Southeast ¼ of Section 36, T. 1S., R. 3 E., S.L.B.M.
2. The Park West Condominiums, a Utah condominium project.
3. Park West Village Plats B and D, the Snowed Inn Hotel in Plat C, and Lots 6-15 and 17-39 of Plat A.
4. A 7-11 Store located beginning at a point on the West Line of Lot 13, PARK CITY WEST, PLAT No. 1, said point being North along the section line 1836.89 feet and East 957.35 feet from the Southwest corner of Section 31, Township 1, South, Range 4 East, Salt Lake Base and Meridian; and running thence South 144.00 feet; thence West 100.00 feet; thence North 144.00 feet; thence East 100.00 feet to the point of beginning.
5. A T.V. Station located beginning at a point North 2,458.79 feet and East 899.62 feet from the SW corner of Section 31, T. 1 S., R. 4 E., S.L.B.M, thence West 90 feet, thence South 40 feet, thence East 90 feet, thence North 40 feet to the point of beginning.
6. A shop building located in the NE ¼ of the SE ¼ of section 36, T. 1 S., R 3 E., S.L.B.M.
7. The connecting point for service to Silver Springs Water Company located in the center of a street know as Summit Drive, the NE ¼ of the NE ¼ of the SE ¼ of Section 36, T. 1 S., R. 3 E., S.L.B.M.
8. A connecting point for snow making for the Park West Ski Area. That point is in a small building located in the SW ¼ of the NW ¼ of the SE ¼ of Section 36, T. 1 S., R. 3 E., S.L.B.M. Water for snow making would be furnished on an “ as available” basis to be used only for that purpose.
9. A restaurant located in the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 36, T. 1 S., R. 3 E., SLB&M.

C. Service Area Map



D. Water Services Rate Schedule

1. *Applicability.* The Rate Schedule below is applicable to the portion of the service area served by existing Company infrastructure for culinary water service at a single point of delivery for use on a single parcel and for no more than a single dwelling unit. All water supplied by the Company shall be supplied pursuant to the applicable rate in this section or, if applicable, pursuant to the terms or a special contract between the Company and a particular customer. The Company will not supply any water at any time to any person without a valid promise from such person to pay the Company for the water supplied, regardless of promises or contracts made by the Company, its owners, or its agents prior to the effective date of this Tariff.

2. *Rate Schedule.*

NEW RATE SCHEDULE		
Service	Charges	Method
Monthly Minimum User Fee (base rate)	\$56.00	per Connection
Tier 1 Consumption Rate 0 gal to 5,000 gal	\$1.75	Per 1,000 Gallons
Tier 2 Consumption Rate 5,001 gal to 20,000 gal	\$4.50	Per 1,000 Gallons
Tier 3 Consumption Rate 20,001 gal to 30,000	\$5.00	Per 1,000 Gallons
Tier 4 Consumption Rate 30,001 gal to 40,000 gal	\$8.00	Per 1,000 Gallons
Tier 5 Consumption Rate 40,001 gal to 60,000 gal	\$12.00	Per 1,000 Gallons
Tier 6 Consumption Rate 60,001 gal to 80,000 gal	\$15.00	Per 1,000 Gallons
Tier 7 Consumption Rate 80,001 gal to 100,000 gal	\$18.00	Per 1,000 Gallons

Service	Charges	Method
Tier 8 Consumption Rate Above 100,000 gal	\$21.00	Per 1,000 Gallons
Monthly Standby Fee to all unconnected properties in Service Area	\$10.00	Per Connection
Service Connection Fee (first-time user)	\$3,750.00	Per Connection
Turn-On Service / Reconnection Fee	\$100.00	Per Connection
Turn-Off Service Fee	\$100.00	Per Connection
Account Transfer Fee	\$50.00	Per Connection
Meter Test Fee	\$50.00	Per Connection
Customer Late Fee	Greater of \$10 per month or 18% APR of delinquent balance	Varies
Returned Check Fee	\$20.00	Per Check

3. *Base Rate.* The base rate (or monthly user fee) shall be charged to all customers receiving water from the Company's water system. The base rate does not apply to those customers who have elected to temporarily suspend water service in accordance with this Tariff.

4. *Water Consumption Rates.* The water consumption rates apply to all customers receiving water from the Company's water system. When the customer uses water, the usage shall be charged at the applicable water consumption rate.

5. *Monthly Standby Fee.* The standby fee applies to each lot within the service area that is not receiving water from the Company's water system.

6. *Service Connection Fee.* The Service Connection Fee shown in this Tariff includes a meter, a meter box, a cover, and a valved service line to the property line. The service connection fee is a one-time charge, unless the property is disconnected from the system.

7. *Reconnection Fee.* The reconnection fee shall be charged upon reconnection of service that has been disconnected for any reason. No reconnection connection fee is required for customers recommencing service after a temporary service suspension.

8. *Account Transfer Fee.* The account transfer fee shall be charged to all new property owners within the service area.

9. *Customer Late Fee.* The customer late fee shall be charged when any portion of a customer's account balance is thirty days or more delinquent. It is the customer's responsibility to ensure that payments for amounts due are *received by the Company before the account becomes thirty days delinquent.*

10. *Returned Check Fee.* When a check is returned to the Company for insufficient funds, the Company shall charge the customer the returned check fee plus the bank fees charged.

11. *Multiple dwelling Users.* The above rate schedule shall apply to multiple dwelling users (users served by a Homeowners Association or similar community governing body) subject to the following: all per connection fees and charges shall be charged on each dwelling unit on a per unit basis and consumption rate charges will be charged on the total usage for the connections. It will be the responsibility of the HOA or community governing body to allocate the consumption rate charges to the multiple connections, if such community governing body so desires.

E. Conditions of Service

1. *Water Service Agreement.* All current and new customers, along with current renters, shall be required to complete a Water Service Agreement. If a current Water Service Agreement is not on file, or if a new one is requested, the customer shall be required to provide a signed Water Service Agreement within 10 days of receipt of request. This applies to all customers on the system. Water service may be terminated for failure to provide a signed Water Service Agreement. Water service will not be provided to new customers nor to account transfer customers until the Water Service Agreement has been signed. The foregoing notwithstanding, acceptance of service by any water user from the Company's water mains shall be conclusively presumed as an agreement to be bound by the rates, rules and regulations set forth herein.

2. *Unauthorized Use Prohibited.* No unauthorized person shall tap any water main or distribution pipe of the Company or insert therein any corporation stop, 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 unauthorized person shall 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. Any unauthorized tampering of the Company's system shall be grounds for immediate termination of service. The owner or occupant of any building or premises entitled to the use of water from the Company shall not supply water to any other building or premises without written permission of the Company.

3. *Temporary Service Suspension.* Service may be temporarily suspended by the Company when so requested by a customer in writing. The term of such temporary service suspension shall not be less than three months nor longer than twelve months. During the period of suspended service, the customer shall be billed at the Monthly Minimum User Fee rate. Service shall be restored only upon payment in full of the applicable Temporary Service Suspension Fee, shown in the rate schedule, and any past due amounts and required service deposits due from the customer.

4. *Reconnection.* All reconnections are subject to review by the Company. Any reconnections may also be subject to other provisions as defined in this document. Any dispute regarding reconnections will be forwarded to the Company's legal counsel. All legal fees will be the responsibility of the water user requesting the reconnection to the Company water system. No service connection fee is

required for customers recommencing service after a temporary service suspension under paragraph C.7 above.

5. *Demarcation of Ownership.* The Company shall own the line from the customer property line to its equipment. At the Customer property line, including, the input supply line to the meter, the meter, the meter yoke, the meter box, and, where installed by the Company, the backflow preventer. The customer shall own all of the line from the point where such line attaches to Company owned equipment. The Company shall not be responsible for the repair or maintenance of customer owned lines. However, if the Company determines repairs are needed on the customer owned lines, the Company may terminate service until such time as the repairs are corrected at the expense of the customer.

6. *Prior Water Service.* The fact that water service has been provided to the current occupant of the premises by a predecessor for the Company, or by the Company to a previous occupant of the same premises does not eliminate the need for a new user to obtain a permit from the company as provided in Section E.1 hereof. Each new user shall be obligated to pay a turn-on service fee prior to receipt of water service from the Company.

7. *Application for Permit.* All water users must apply to the Company for a permit, even if served by the predecessor company. Permit shall be issued to Customers in the Company's franchise area upon written application on forms obtainable from the Company. Applicants for water services not previously connected to the system 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 in accordance with the Facility Extension Policy set forth hereafter. The application and acceptance thereof by the Company shall constitute a transfer of ownership of all water meters to the Company. There shall be no charge to the company for this transfer.

8. *Application by Renter.* Each application for service which is made by a person who is not the owner of the property to which the service is to be provided shall be signed by the owner(s) of the property who shall thereby guarantee payment of all unpaid water charges incurred by said applicant.

9. *Metering of Service.* Unless written consent is obtained from Company, all water delivered by the company to its customers shall be metered through water meters. Meters may be tested, inspected or adjusted at the discretion of the Company and shall not be opened or adjusted except by authorized representatives of the Company. Meters may be tested at the request of a customer once every 12 months free of charge. If requested by the customer more than once in any 12 month period, the Company shall test the meter and if such test shows the meter to be accurate within a range of 97% to 103% of absolute accuracy, the customer shall pay the cost of the test. 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.

10. *Failure to Provide Meter.* If any customer is presently connected to the water works system and is not serviced by a meter, other than Multiple Dwelling Units which shall be governed by Section D.11, during an entire billing month, the consumption rate water use charge for such customer (including each unit in any unmetered condominium or condominium building) for that month shall be \$35.00 (plus the Base Rate). If the meter fails to register at any time, the water service provided during such a period shall be billed at the meterless rate set forth in the preceding sentence. In the event a meter is found to be recording at less than 97 percent or more than 103 percent of absolute accuracy, the

company may make such adjustments in the customer's previous bill as are just and fair under the circumstances.

11. *Cost of Connections.* The connection charges shown in this Tariff include only the privilege of connecting to the Company's closest existing line with adequate capacity. All costs of labor and materials required to connect an applicant's property to the Company's line shall be borne by the applicant, specifically including, but not limit to, excavation, installation, pipelines, storage facilities, coupling valves, meters and meter boxes. Applicant shall also provide a lockable shut off valve on each service line to allow service on the meter and to prevent unauthorized use thereof.

12. *Company Approval.* A permit issued by the Company must include the Company's approval of all materials and workmanship involved in the connection including the type and size of meter. Inspection of the materials and installation must be completed, and the permit issued before the service line trench is backfilled.

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

14. *Service Turn-on and Turn-off.* Only authorized representatives of the Company shall turn on or off water service to any location except in case of emergency or when special permission is granted by the Company. Service may be turned off by the Company when 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 be turned on again only upon payment in full of the applicable charge shown in the rate schedule together with all past due amounts.

15. *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 safe supply of water, the Company shall not be liable for damages to any water user by reason of any stoppage, interruption or contamination of the water supply caused by non-payment of customer charges, scarcity of water, accidents to works, water main alterations, additions or repairs, or by acts of third parties, acts of nature or other unavoidable causes.

16. *Damage to Facilities.* Costs of any damage resulting from the failure of an owner, agent or tenant to properly protect a water meter or other facilities of the company installed upon the 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.

17. *Reading of Meter.* All meters shall be read by the Company monthly or bimonthly and water usage charges shall be based upon meter readings except as provided in paragraph 6 hereinabove. When the meters are buried by snow or other obstacles, or in other circumstances when the meter is inaccessible or otherwise unreadable, the Company may estimate the bill, taking into account prior years water use, the season, and the prevailing weather patterns and water use. Any overcharge or undercharge resulting from estimating water usage shall be equalized when the meter is next read and billing thereon issued. The monthly meter service charge or charge in lieu of meter service charge shall be payable for a full month or for any part thereof in which service is provided.

18. *Billing and Payments.* Bills covering all charges shall be rendered either monthly or bimonthly and shall be due fifteen (15) days after being rendered. If any customer neglects or refuses to

pay a water service bill or any other obligation due the Company within thirty (30) days from the date of said bill, and after fifteen (15) days written notice sent by the company to the customer's billing address, 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 all delinquent bills shall be paid in full, or payment arrangements satisfactory to the Company shall be made, and the established tariff charge for disconnection and reconnection shall be paid. Any violation or any rule contained in this tariff shall be deemed to be just cause to terminate service upon fifteen (15) days written notice sent by the Company to the customer's billing address. Interest at the rate of eighteen percent (18%) per annum may be charged on all accounts not paid within fifteen (15) days after being rendered

19. *Returned Checks.* If a customer issues any checks, draft, order, or other instrument for payment of a water bill which is not honored upon presentment to the depository institution upon which it is drawn and is marked "refer to maker" or, for any other reason is not honored, a written notice will be sent demanding payment of the bill plus a service charge of \$35. If payment is not received within fifteen (15) days from the date on which the notice was postmarked, legal action may then be initiated against the customer, and the customer shall then become liable, in addition to the amount due, for collection fees, interest, court costs and reasonable attorney's fees. Also, the account shall be subject to turn-off without additional notice.

20. *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 service bill shall be due and payable upon receipt. The minimum charges set forth on page 3 shall nevertheless be assessed and collected during any such period of discontinued service.

21. *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. Violation of this rule shall be basis for disconnection from the Company system upon one day's written notice.

22. *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 in accordance with the appropriate rules and regulations of the Public Service Commission of Utah.

23. *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' estimated billing or \$250.00, whichever is greater. This deposit may be refunded when credit has been established to the Company's satisfaction. The Company may, at its sole discretion, require a customer to execute a security agreement wherein such customer agrees to provide sufficient security for the payment of water charges.

24. *Maintenance of Lines.* The Company shall be responsible for all repair and maintenance or water mains and pipes owned by the Company and location within public easement or other easements accepted by the Company in writing. The Company shall also maintain all meters and shall have reasonable access to all Customers where needed for that purpose. Each respective water user shall be solely responsible for the cost of all repair and maintenance of all pipes running from the meter whether

or not located within property owned by such user, or the landlord, principal or owners' association of such user to the point of connection to the Company's mains located within public easement or other easement accepted by the Company in writing.

25. *Policy Regarding Connections.* No Water service connection shall be made by any water user or contractor to the Company system unless the water supply in the system is protected from contamination as required by all State and County laws, regulations, codes and ordinances. Water service to a water user who is found to be in violation of the preceding sentence shall be discontinued by the Company ten (10) days after written notification of violation if: (i) a required backflow prevention assembly approved by the Utah State Division of Drinking Water for control of backflow and cross-connections is not installed, tested and maintained; (ii) if it is found that a backflow assembly has been removed or by-passed; or (iii) if an unprotected cross connection exists on the premises.

26. *Discontinuation of Service.* If violations of this ordinance exist or if there has not been any corrective action taken by the water user within ten (10) days following the written notice of deficiencies, then the Company shall deny or immediately discontinue service to the premises by providing a physical break in the service line until the water user has corrected the conditions in conformance with state and county statutes and regulations relating to plumbing and safe drinking water supplies.

27. *Re-connections.* Service will not be restored until such conditions or defects have been corrected.

28. *Inspections.* Every water user's system shall be open for inspection at all reasonable times to authorized representatives of the company to determine whether cross connections or other structural or sanitary hazards exist. It shall be the responsibility of the water user at any premises at which backflow prevention assemblies are installed to have certified surveys/inspections, and operational tests made at least once each calendar year at the water user's expense. In those instances in which the Company deems the hazard to be great, it may require certified surveys/inspections and tests at more frequent intervals. All backflow prevention assemblies shall be tested within ten (10) working days following initial inspection.

29. *Determination of Hazard.* Whenever the Company deems a water user's water usage to contribute a sufficient hazard to the water supply, a backflow prevention assembly approved by the Company and the Utah State Division of Drinking Water shall be installed on said water user's service line, at or near the property line, or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

F. 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 or storage facility, to meet the requirements of one or more new customers.

2. *Cost.* The total cost of extensions, including engineering, labor, and materials, shall be paid by the applicants. 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 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 Health Department, Division of Environmental Health. Pipe sizes shall be designated by the Company, but the size shall never be smaller than 4" (four inches) in diameter for main lines. The pipeline shall be installed only along dedicated streets and highways or an easement granted to the Company and accepted by it.

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

5. *Ownership.* Completed facilities when connected and accepted by the Company shall be owned, operated, and maintained by the Company, including and through the customer meters if located in public easements or easements accepted in writing by the Company. Meters shall be owned by the Company, wherever located. Facilities not located in public easements or easements accepted in writing by the Company and/or facilities coming from the user side of the meter if located in the public easement or an easement accepted in writing by the Company and to the use point shall be owned, operated and maintained by the owner of the Customer.

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.

G. Termination

1. Reasons for Termination.

a. Permitted Grounds for Termination:

- (i) Nonpayment of a delinquent account;
- (ii) Nonpayment of a deposit where required;
- (iii) Failure to comply with an order of the Company;
- (iv) Unauthorized use of or diversion of water service or tampering with wires, pipes, meters, or other equipment;
- (v) Subterfuge or furnishing of false information in connection with obtaining water service;
- (vi) Failure to sign a Water Service Agreement;
- (vii) Denial of access to the water meter for the purpose of reading said meter.

b. *Prohibited Grounds for Termination.*

- (i) A delinquent account, accrued prior to the commencement of 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 customer's service.

- (ii) Cohabitation of a current customer with a delinquent account holder who was previously terminated for non-payment, unless the current and delinquent account holders also cohabited during the time the delinquent account holder received the Company's service, whether the service was received at the current customer's present address or another address;
- (iii) When the delinquent account balance is less than \$25.00, unless no payment has been made for two months;
- (iv) Failure to pay an amount in bona fide dispute before the Company, which has been referred to the Company's legal counsel, and for which the customer has paid all legal fees pertaining to the dispute incurred to that date.

2. *Restrictions upon Termination Practices.*

- a. The Company shall not employ termination practices other than those set forth in these rules. The Company shall have the right to employ or pursue legal methods to ensure collections of obligations due it.
- b. *Restrictions upon Termination During Serious Illness.*
 - (i) Water service may not be terminated and will be restored if terminated where termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Water service will be restored or continue for one month or less as stated in paragraph b (ii) below.
 - (ii) Upon receipt of a physician's statement, either on a form obtained from the Company or on the physician's letterhead stationery, identifying the health infirmity or potential health hazard, the Company will continue or restore water service for the period set forth in the physician's statement or one month, whichever is less; however, the person whose health is threatened or illness aggravated may petition the Company for an extension of time.
 - (iii) During the period of continued service, the customer is liable for the cost of water service. No action to terminate the service may be undertaken, however, until expiration of the period of continued service.
- c. *Restrictions upon Termination to Residences with Life Supporting Equipment.*
 - (i) The Company shall not terminate service to a residence in which the customer or a resident is known by the Company to be using a iron lung, respirator, dialysis machine, or other life supporting equipment. Customers eligible for this protection can obtain it by filing a written notice with the Company. The Company reserves the right of inspection of such life supporting equipment. Thereupon, the Company shall mark and identify all meter boxes when this equipment is used.

3. *Termination without Notice.*

- a. Any provision contained in these rules notwithstanding, the Company may terminate water 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 where there is unauthorized use or diversion of water service or tampering with wires, pipes, meters, or other equipment owned by the Company. The Company shall immediately attempt to notify the customer of the termination and the reasons therefore. The Company or its agent shall not be liable for any damages to customer or customer property due to connections which result from termination of water service from the Company's system.

4. *Termination with Notice.*

- a. *First Notice:* At least ten calendar days prior to a proposed termination of water service, the Company shall give the customer written notice of disconnection for nonpayment. The ten-day time period is computed from the date the notice is postmarked. The notice shall be given by first class mail or delivery to the premises and shall contain at a minimum the date on which payment arrangements must be made to avoid termination.
- b. *Second Notice:* At least 48 hours prior to the time when termination of service is scheduled, the Company shall make good faith efforts to notify the customer 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 mailed notice, the Company shall leave a written termination notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the termination party, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48 hour notice may be the final notice prior to termination.
- c. *Notice Posting:* For all residential premises when a person other than the occupant is the customer and that fact is known to the Company, the Company shall post a notice of proposed termination on the premises in a conspicuous place and shall make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days prior to the proposed termination. This notice provision applies to residential premises where the customer has requested termination or the customer has a delinquent bill. If nonpayment is the basis for the termination, the Company shall also advise the tenants that they may continue to receive water service for an additional 30 days by paying the charges due for the 30-day period just past.
- d. *Expiration of Notice:* Upon expiration of the notice of proposed termination, the Company may terminate water service. The Company or its agent shall not be liable for any damages to customer or customer property due to termination of water service from the Company's system. Any legal fees which may result from termination are the sole responsibility of the customer.

5. *Customer Requested Termination.*

- a. A customer shall advise the Company at least three days in advance of the day on which service is to be disconnected. The Company shall disconnect the service within four working days of the requested disconnect date. The customer shall not be liable for the services rendered to or at the address or location after the expiration of the four days.

- b. Non-occupant Customers:* A customer who is not an occupant of the residence for which termination is requested shall advise the Company at least ten days in advance of the day on which disconnection is desired and shall sign an affidavit that the customer is not requesting termination as a means of evicting tenants. Alternatively, the customer may sign an affidavit that there are no occupants in the residence for which termination is requested, and thereupon the disconnection may occur within four days of the requested disconnection date.

H. Operation of the Company

As deemed appropriate and at the direction of the Company, the actual operation of the system may be contracted out to a qualified Operator for day to day operations, maintenance, and/or billing.