

HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION

CPNC 2428

FILING FOR EXEMPTION
FROM REGULATION

SENT BY : BILL R. TILLET
305-987-8225
btillet68@gmail.com

SENT TO : PSC@UTAH.GOV
MLONG@UTAH.GOV

CC: btillet68@
gmail.com

Application for Public Service Commission Regulation or Exemption Water and Wastewater Companies

Enclosed is an application designed by the Division of Public Utilities (DPU) intended to assist an applicant in determining if a water system qualifies as a public utility. Public utilities are subject to regulation by the Utah Public Service Commission (PSC or Commission).

In the regulation of water companies, the PSC can issue one of two different designations. The first is a Certificate of Public Convenience and Necessity (CPCN). A CPCN is required for any public utility providing service to the public generally. The Public Service Commission regulates companies with this designation. The second designation is a Letter of Exemption (LOE). An LOE is provided to companies providing water service that is limited to its members only and is not delivered to the public. If the company serves only its members, it is not serving the public generally. It is irrelevant how a member acquires their member status as long as a member's rights and duties are different than those of nonmembers.

Legal name of applicant (company name): HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION



Questionnaire

Please fill out the following questionnaire to assist you in determining if you are subject to PSC regulation. *(Please check only one for each question.)*

Q1. Is this company providing water to anyone other than the owner (two houses or more)?:

Yes

If "Yes," then please continue to **Question Q2.**

No

If "No," then this company or water distribution system is not subject to PSC regulation. You are not required to register with the PSC at this time. If your circumstances change, you may be required to register with the PSC at a later time.

Q2. Is the company serving its members only and not to the public generally?

Yes

If "Yes," then this company appears to meet the criteria to be exempt from PSC regulation. Please complete and provide the information requested in **Sections A, C, and D.**

No

If "No," then this company meets the criteria requiring it to be regulated by the PSC. Please complete and provide the information requested in all the sections **(Sections A, B, C, and D).**

Legal name of applicant (company name): HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION

Please Note: The information requested in the following sections covers the basic items of interest to the Division of Public Utilities. The list does not necessarily include all things the Public Service Commission and the Division of Public Utilities need to review in the application procedure. Additional details may be requested as the Division and Commission become more familiar with the applicant's particular circumstances.



The following items are required with this application for ALL applicants, both regulated and exempt.

The following documentation **MUST** be provided to be considered complete. Incomplete applications will **NOT** be considered.

- Please provide copies of internal governing documents detailing water usage and any restrictions, e.g., by-laws, operating agreements, or other applicable internal operating documents. (Attachment required) INCLUDED
- Please provide documentation of the review and approval of the water system by the Division of Drinking Water. If approval of the water system is pending, please provide documentation indicating its status and contact information of who you are working with at the Division of Drinking Water. (Attachment required)
APPROVED IN EARLY 2000'S.
- Please provide maps (8 1/2" x 11") showing the location of the proposed water system relative to nearby towns and highways and the proposed platted subdivision. This map must also show the names and service area of any water utilities that are providing or proposing to provide similar service near or in any part covered by this applicant. (Attachment required) NONE
- If this is an existing or operating water company, whether regulated or unregulated, please provide evidence showing that the company notified its customers that it is seeking an exemption from regulation by the Public Service Commission of Utah. (Attachment required) APPROVED BY OWNERS IN TWO ANNUAL MEETINGS.
- I certify that this proposed water utility will not conflict with or adversely affect the operations of any existing certified public utility which supplies the same product or service to the public and that it will not constitute an extension into the territory of an existing public utility.

Initial Here:

[Handwritten Signature]

Legal name of applicant (company name): HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION



APPLICATION

(Must be completed by ALL applicants, both regulated and exempt.)

The following information **MUST** be provided with this application to be considered complete. Incomplete applications will **NOT** be considered.

1. Legal name of applicant (company name): HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION
2. Principal office address, phone number, and email address:

Address: P O BOX 1561

Address: _____

City: CEAR CITY State: UTAH ZIP: 84721

Phone No.: 305-987-8225 Email address: btillett68@gmail.com

3. Name of the state in which the applicant is incorporated and date of incorporation

Name of State: UTAH Date of Incorporation: 3/22/2004

If not incorporated, describe the type of organization (partnership, LLC, etc.) and state in which it is organized.

NOT FOR PROFIT

4. The officers and directors (or partners) of the applicant are as follows:

Name	Title	Phone #	Email
<u>BILL R. TILLET</u>	<u>PRESIDENT</u>	<u>305-987-8225</u>	<u>btillett68@gmail.com</u>
<u>STEVE OVERHOFF</u>	<u>VICE PRESIDENT</u>	<u>916-276-8188</u>	<u>SJOVERHOFF@gmail.com</u>
<u>DAN TRIEBER</u>	<u>SECY/TREAS</u>	<u>714-269-3613</u>	<u>DANTRIBS@gmail.com</u>

Legal name of applicant (company name): HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION

5. The type of service (water, sewer, or both) which applicant proposes to render is:
(Please check the services that apply.)

Water Only Sewer Only Both Water and Sewer

6. If the applicant is conducting operations at present, please enter the date applicant commenced rendering such service: 2006

7. How Many Connections will the company serve and type (residential/commercial)?

Residential Customers: UP TO 100

Commercial Customers: _____

Total Number of Customers: PRESENTLY SERVING 26

8. Please provide any other information not listed above that you consider relevant to this application.

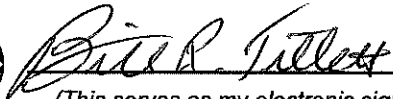
VERY PRIVATE COMMUNITY WITH ITS OWN WATER SOURCE (WELL) AND SYSTEM.

Section
D

Applicant Must Sign and Date below:

I certify that to the best of my knowledge the above information is true, accurate and complete. I am in compliance with and agree to comply with all regulations and requirements of all State and local government agencies.

Legal name of applicant (company name): HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION

Sign Here:  , President , 8/15/22
(This serves as my electronic signature) Title Date

If you have any questions regarding the information, the Division is requesting, please feel free to contact us at (800) 874-0904 or (801) 530-7622.

✓ PSC Filing Requirements

Please submit the application and required documentation via email with the Public Service Commission (PSC) to psc@utah.gov.

Additional filing options and for confidential information, further details may be found online at the following site:

<https://psc.utah.gov/psc-filing-requirements/>

If you have any questions regarding the PSC Filing Requirements, please contact the PSC at 801 530-6716

Please Note:

A complete application includes all pages of the application (you may omit the first page that contains the laws and rules), all requested documentation, and an original signature on the signature page.

Electronic copies should include all files in their native formats. For example, all spreadsheets should be in their original EXCEL format, and documents should be in their original WORD format. Files formatted as Adobe PDF are acceptable to use for documents that must be copied or scanned from an original source.

(A \$100.00 filing fee must accompany this application. If applying for an EXEMPTION, the \$100 fee is waived.)

Below is a list of governing rules and definitions that will help provide guidance in filing an application with the Public Service Commission. Please note that this is not a complete list of applicable rules and definitions that a company may need when applying for a CPCN or LOE.

Utah Code: [54-2-1](#) < Click on link >

Definitions (22) (a) "Public Utility includes ... water corporations [and] sewerage corporations ... where the service is performed for, or the commodity delivered to, the public generally..."

Utah Code: [54-2-1](#) < Click on link >

Definitions (38) "Water corporation"

Definitions (39) (a) and (b) "Water system"

Utah Administrative Rule: [R746-330](#) < Click on link >

Rules for Water and Sewer Utilities Operating in Utah.

Utah Administrative Rule: [R746-332](#) < Click on link >

Depreciation Rates for Water Utilities.

Utah Administrative Rule: [R746-405](#) < Click on link >

R746-405-1. Filing of Tariffs. General Provisions.

R746-405-2. Filing of Tariffs. Format and Construction of Tariffs.

WATER CUSTOMER INFORMATION

Line No.	Description	(a)	(b)	(c)	(d)
Line No.	Description		Total Year-End Customers	Gallons of Water Sold: Metered & Unmetered *	Revenues
1					
2					
3	<u>Unmetered Water Customers:</u>	460			
4	Unmetered Residential Customers	460.01			
5	Unmetered Commercial Customers	460.02			
6	Unmetered Industrial Customers	460.03			
7	Unmetered Public Authorities	460.04			
8	Unmetered Multiple Family Dwellings	460.05			
9	Unmetered Sales - Other	460.06			
10	Sub-Total Unmetered Customers / Water Sold:		0	0	\$ 0.00
11					
12	<u>Metered Water Customers:</u>	461			
13	Metered Residential Customers	461.01	26	5078000	16,494
14	Metered Commercial Customers	461.02			
15	Metered Industrial Customers	461.03			
16	Metered Public Authorities	461.04			
17	Metered Multiple Family Dwellings	461.05			
18	Metered Sales - Other	461.06			
19	Sub-Total Metered Customers / Water Sold:		0	0	\$ 0.00
20	<u>Other Customers:</u>				
21	Fire Protection Customers	462			
22	Irrigation Customers - Metered Sales	465.01			
23	Irrigation Customers - Flat Rate Sales	465.02			
24	Sales for Resale Customers	466			
25	Other Sales to Public Authorities	464			
26	Sub-Total Other Customers / Water Sold:		0	0	\$ 0.00
27					
28	Stand-by Customers	460.07	25		
29					
30	Totals (Customers - Water Sold):		51	0	\$ 16,494.00

* 3,000
 Include
 ABOVE

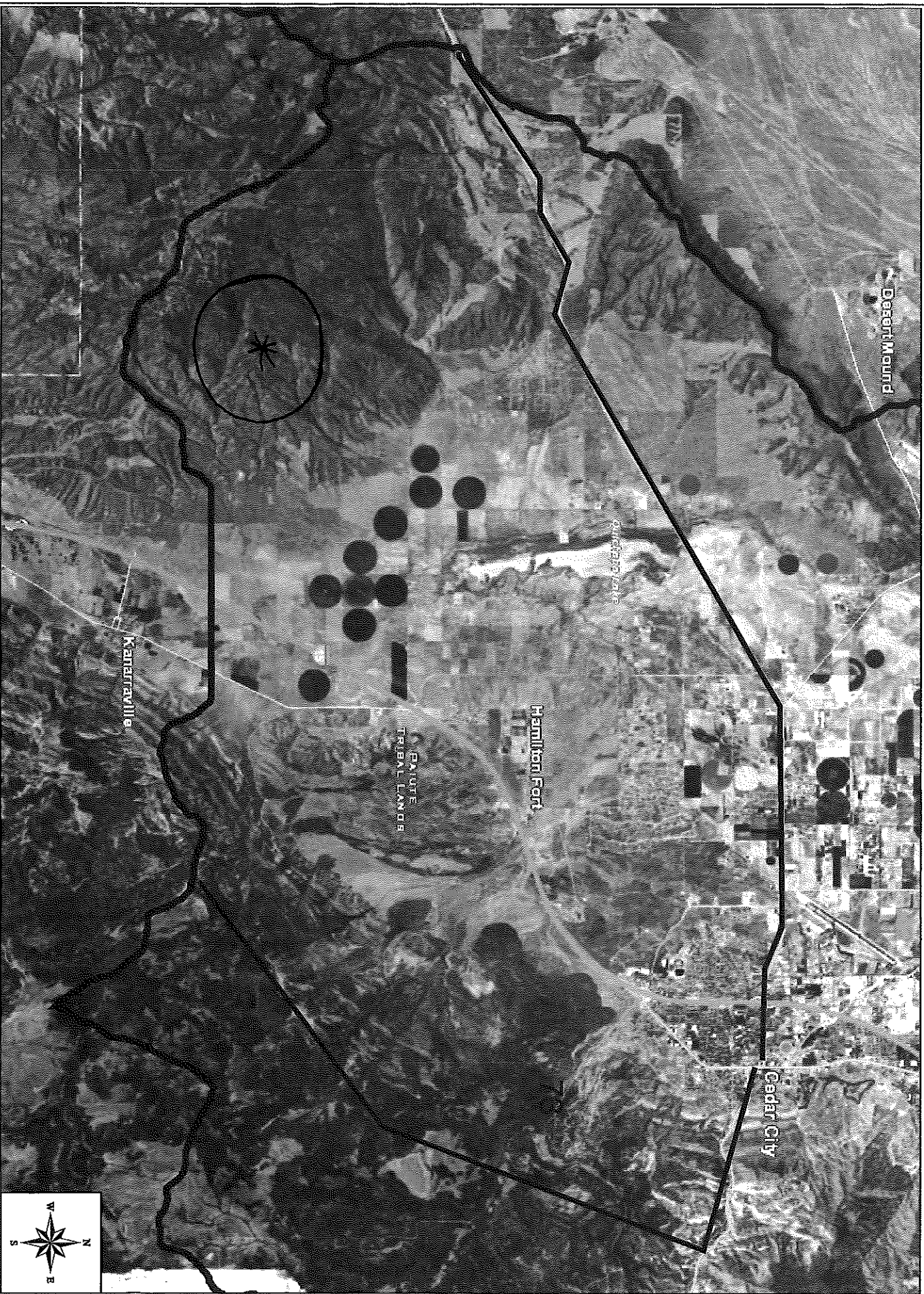
* When customers meters record in cubic feet, multiply by 7.45 to obtain number of gallons.

Harmony Mountain Ranch
Water Company Association

Financial Data
For Year Ended
December 31, 2021

Cash Balance as of January 1, 2021	<u>\$6,135</u>
Receipts:	
Metered Water Sales	13,494
Standby Fees	3,000
Transfer Fees	2,000
Connection Fees	<u>9,000</u>
Total Receipts	<u>27,494</u>
Disbursements:	
Electricity	5,086
Management Fees	10,000
Spare Pump	6,754
Engineering and New Well Analysis	4,117
Education and Training Costs	1,243
Repairs and Supplies	750
State Costs and Engineering	<u>2,988</u>
Total Disbursements	<u>30,938</u>
Cash Balance as of December 31, 2021	<u>\$2,691</u>

HARVON WATER DISTRICT



* GENERAL LOCATION OF SUBDIVISION AND WATER SOURCE

Harmony Mountain Ranch Water Association — *WATER FACTS AND PROCEDURES*
AUGUST, 2022

Facilities

- 1000 ft well enclosed by stone wall
- 150,000 gallon tank up bumblebee spring rd
- Lines servicing 54 Lots
- Spare pump and motor located at the community center
- Keyed padlocks on tank and well
- SCADA system

Repair contracts

- Schmidt Construction
435-559-2522 Phil Schmidt
- Grimshaw Drilling
435-592-0144 Aaron
- Marshall and Evans (Electricians)
435-867-0124

Operating Procedures

Daily

- Monitor water levels in tank
- Drive property to check for possible leaks

Weekly

- Visual inspection on well and tank

Monthly

- Bacteriologic Examination Test
- Testing performed by SUU Lab
- Samples taken from various sampling sites
- Monitor waterlink.utah.gov

Bi-Annually

- Read Meters
- Flush and inspect hydrants

Annually

- Invoice customers
- Backflow inspections
- CCR report filed with the state and sent to customers
- Water rights report filed with the state

Additional testing

- Lead and Copper (every 3 years)
- Inorganic and metals (every 3 years)
- Nitrate (every 3 years)
- Pesticides (every 3 Years)
- Rads (every 6 years)
- Sulfate, Sodium, TDS (every 3 years)
- Volatile organics (yearly)

Procedure for positive Bacteriologic examination

- Notify customers of contamination
- Flush hydrants from lowest points in the system
- take investigative samples
- If flushing does not work chlorinate system and flush chlorine from system
- Must have a clean sample within 30 days

Tank

- Cleaned every 5 years

New Hookup procedures

- Collect connection fee
- Educate builder on procedures for hookup
- Inspect new pipe
 - Inspect installation of pipe
 - Pressure test water line needs to hold 200lbs for 4 hours
 - Chlorinate for 24 hrs
 - Contactor takes sample from hydrant and SUU test for issues, if tests passes open valve for water suppl. If test fails repeat chlorination and test.

State requirements

- Update CEU's every 3 years
- All testing and reporting of test on time to the state (waterlink.ut.gov)
 - Bact T- Monthly
 - Lead and copper- every 3 years (2023)
 - Inorganics and metals every 3 years (2022)
 - Nitrate- every 3 years (2022)
 - Pesticides- every 3 years (2022)
 - Rads- every 6 years (2026)
 - Sulfate, sodium, TDS- every 3 years (2022)
 - Volatile organics- yearly
- Reports that are filed CCR and Backflow
- Flushing hydrants
- Exercising hydrants

Well

- Operate and Maintain
- Runs at night with a timer

Tank

- Summer months tank needs to be filled 2-3 times per week
- Needs to stay at least $\frac{3}{4}$ full during the summer
- Winter months tank needs to be filled once a week
- Tank needs to be cleaned every 5 years

Construction

- Observe connections into main line
- Inspect new water mains
- Pressure tests
- Chlorine tests
- Health Dept letter

- Inspect installation of new backflow preventers

Notify consumers of contaminations

- Usually notify through a text or email

Tank needs to be cleaned 2022

Harmony Mtn Ranches #11071

CROSS CONNECTION CONTROL POLICY

A policy related to "cross connection control and backflow-prevention control" at the Harmony Mtn Ranches Water System.

PART I:

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

(1) It shall be against Harmony Mtn Ranches policy, at any connection supplied with water from the Harmony Mtn Ranches distribution system, to do any of the following:

(a) To install or use any physical connection or arrangement of piping or fixtures, which may allow any fluid or substances unsuitable for human consumption to enter the potable water distribution system, as required by Section 608.1 through 608.5 of the International Plumbing Code as adopted by the State of Utah.

(b) To install any connection, arrangement, or fixtures without a Backflow Prevention Device or approved Assembly unless arranged otherwise by the Certified Operator of Harmony Mtn Ranches water system.

(c) To incorrectly install any Backflow Prevention Device or Assembly required by Section 608.6 and 608.1 of the International Plumbing Code and amendments as adopted by the state of Utah.

(2) Any person found in violation of this policy shall be subject to reprimand or other appropriate disciplinary action as determined by the Governing Body of Harmony Mtn Ranches.

(3) Administration of this policy shall be referenced by "Cross Connection Control Program of Utah, (Most recent approved version)". A copy of the manual shall be available at the office of Harmony Mtn Ranches.

(4) Backflow prevention assemblies required by the policy will be required to be tested at least annually. The Certified Operator of the Harmony Mtn Ranches Water System shall prepare and maintain a Backflow Assembly Information sheet on all such devices and Test results shall be maintained for a period of no less than five (5) years.

PART II:

This policy shall take effect on DECEMBER 1, 2019. A copy of the policy shall be placed in the office in the Harmony Mtn Ranches Water System binder and will be reviewed for all new construction projects on a case by case basis.

Signed: Bruce R. Tillet
Legal Representative

Date: 11/10/19

Title: President

Harmony Mountain Water Association

Issue Plan

Electricity Outage

- Is the cause a Regional outage or our system problem?
- If it is our system problem contact following electricians: Marshall and Evans Electric 435-867-0124
- If power is to be out for extended period arrange for generator.

Contamination

- Determine cause and remedy
 1. Consult with your water master as to how to treat the problem
 2. Consult with Rural Water Association of Utah, contact Terry Smith 435-691-0691 or tsmith@rwau.net

Well Pump malfunction

- Contact: Grimshaw drilling 435-586-2332 for repairs

Line Leaks

- Contact Phil Schmidt 438-559-2522 for repairs

Need to haul water

- Refer to Utah Division of drinking water certified list. See attached.

Water Level

- Water tank must contain a minimum of 120,000 gallons to sustain the community per state law.
- Consider restricted water usage by owners in the event of an extended problem.

Water Hauler/Treatment name	Location	Contact Person	Phone	Email	Equipment available
Municipal					
Ephraim Fire Dept	Ephraim City, Sanpete CO	Terry Spence, Fire Chief Bryan Kimball, City Eng	435-851-0424 435-340-0223	brvank@ephraincity.org	6500 Gal Tractor Trailer
Jordan Valley WCD	West Jordan, SL Co	Jeff King Dink replacement?? Main Office/Dispatch	801-350-1559 e 801-565-4378 o 801-565-4338 o ? 801-565-4500	jkine@jvwcd.org ??	6 trailers @ 3000 gals ea Temp Cl2- enclosed trailer
Logan City PW or Water?	Logan, Cache Co	Lance Houser??	? ?	? ?	??? Gal-old milk haul trailer
Park City Water	Park City, Summit Co	Clint McAfee	435-640-2755 435-615-5339 o	clintmcafee@parkcity.org	1 trailer 3000 gal
Private					
Waste & Water Logistics	Helper & Roosevelt	Jesse McCourt	435-472-2680	jesse.gotpoop@gmail.com	3 tankers 3750-4000 gal 2 portable tanks 4200 gal ea
Matt Betts Trucking	Vernal	Danny Pace	435-789-2334	msuotr@mbtrine.net	?confirming?
Gold Spur	Vernal	?	435-789-9095		?confirming?
MacKenzie Trucking	Vernal	?	435-789-9042		?confirming?
Golden West	St George	?	435-628-6862		?confirming?
Water Filtering Equipment					
Aquamira Technologies	Logan, Cache Co	John Gustave	360-562-4910	jgustave2@aquamira.com www.aquamira.com	DIVVY hand pump filter & distribution systems
WesTech Engineering	SLC, SLCo	??	801-285-1000	www.westech-inc.com	?Pilot/package filtration plants??
Fluid Treatment Systems	SLC, SLCo	Kyle Sorenson	801-755-0569	kfs@fluidtreatmentsystems.com	?Pilot/package filtration plants??
Waterford Systems	SLCity, SLCo	Jeff Weist			Cl2 Equip/package filtration plants/
Water System Treatments					
Power Engineering	SLC, SLCo	?	801-532-6972		Cl2, Flaming Building Piping, Boiler Tx
Alpine Technical Services	601 W 6825 S, Midvale	Randy McIliff	801-255-5336 o 801-285-8738	www.alpine-tech.com	Temporary Cl2 equipment, T-chlor
Weidner & Associates					
Wetco					
Chlorine/ Chemical Supplier					
Thatcher Chemical	SLCity, SLCo	Jeff Zideck			
Southwest Plumbing					

Phone List

Questar Gas Co Jim McVee	586-3741 Office
Trash Can Request	865-7015 Allen Wade
BLM	586-2429
Big Trees Kasey	867-0341
Blue Stakes	800-662-4111
Brad Rhodes	592-3152
Cedar Fire Dept	586-0540
Cedar Police Non Emer#	586-2956
Century Equip. Case Tractor	586-4406
Chad Nay Bldg Dept	865-5350
Chet Well Pump issues	559-8312
Clair Hanson Plumbing	590-3901
Davis Air Cond.	586-1271
Dixie Levitt Ins (Rex)	586-9463
John Schmidt DNR	590-0353 mobile 586-2789 Off
County Road Dept (Niel)	586-8652
Rain Bow Sign	586-5616
Rock Mtn Power	888-221-7070
Fire Marshall Ryan Riddle	590-4714
Sheriff Dept	867-7500

Phone list continued,

Danny Bulloch	865-1147 Hm Mobile 592-2222
Phil Schmidt	865-1810 Off Mobile 559-2522
J D Sorenson	436-1911
Curtis Tillett	217-553-7022
Utah Power Equipment	586-8091
Qwest Tim Squires	801-675-0781
Tennis Courts (Stewart)	229-2102
Poison Control	800-222-1222
Go Civil Eng (Heath)	592-3151
Highway Patrol	586-9445

RECEIVED

MAR 22 2004

Utah Div. Of Corp. & Comm. Goals

ARTICLES OF INCORPORATION

OF

HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION
(A Non-Profit Corporation)

The undersigned, for the purpose of forming a corporation pursuant to the Utah Revised Non-Profit Corporation Act found in Utah Code Ann. §16-6a *et. seq.*, in the capacity of Incorporator, adopt the following Articles of Incorporation.

ARTICLE I.

Name

The name of the Corporation is and shall be HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION (hereinafter the "Company or Association").

ARTICLE II.


Duration

The period of duration of the Company is and shall be perpetual.

ARTICLE III.

Purposes of the Company

The Company does not contemplate pecuniary gain or profit to its members. No part of the income of the Company will be distributable to individual members of the Company who are employed by the Company. No part of the Company's earnings may inure to the benefit of any individual and all income collected shall be used solely to satisfy the Company's losses and operating expenses, including those expenses incurred in the employment of the individuals on behalf of the Company.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
And approved on this 22 day of MAR 2004
in this office of this Division and hereby issued
this Certificate thereof.
Examiner _____ Date 4/15/2004

Kathy Berg
Kathy Berg
Division Director

5607282

The Company shall not engage in the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or attempt to intervene in any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code as amended.

The Company shall not engage in any activities that are not permitted to be carried on by a Corporation exempt from federal income tax under the Internal Revenue Code, as amended (or the corresponding provision(s) of any future United States Internal Revenue Law).

The specific purpose for which the Company is formed is as follows:

1. The purposes for which the corporation is formed are: to own, acquire, hold, manage, control, operate and maintain a water company for the purpose of supplying, transporting, conveying water and to construct, maintain, improve a water delivery system to those individuals located within any phase or future phase of the Harmony Mountain Ranch Subdivision as legally permitted by law; to fix, charge and collect from its shareholders tolls, rentals, assessments and maintenance charges, based upon the number of shares of water held by each person, or proportioned to the amount of water used or owned, or by both of those methods, or by assessments in accordance with the laws of the State of Utah, or by any other method as may be prescribed in the bylaws of this corporation; to do any and all things necessary or proper to be done in conducting the business of supplying Association members with water for irrigation and domestic use and other useful and beneficial purposes;
2. To construct, own or lease and maintain wells, springs, pipelines and other waterways for agriculture, irrigation and culinary purposes;
3. To own, lease or otherwise contract for and maintain equipment, property and facilities that shall become necessary to provide water for the purposes of this corporation;

4. To carry on any and all activities legal for companies providing such services as shall be necessary for the use and benefit of its members; and

5. To carry on any other lawful purpose permitted by a not for profit corporation.

ARTICLE IV.

Powers

The Company shall have all the powers reasonably necessary to own, operate and maintain a water system. Such powers include, but not be limited to the following:

1. To make and collect annual assessments and special assessments when required against all members of the Company in order to pay costs and expenses of ownership, operation and maintenance of the water system. The amount of such assessments shall be determined by the Board and shall be levied and collected as more particularly set forth in the Bylaws;
2. To use the proceeds and assessments in the exercise of its powers and duties;
3. To maintain, repair, replace and operate the water system;
4. To reconstruct improvements after any loss or casualty;
5. To make and amend reasonable rules and regulations regulating the use of the water system;
6. To enforce by legal means provisions of these Articles and the Bylaws pertaining to the operation and maintenance of the water system;
7. To construct for the maintenance and operation of the water system, including but not limited to the purchase or lease of water rights;
8. To employ personnel to perform the services required for the proper maintenance and operation of the water system; and

9. To regulate and monitor the use of water and to assess wasting water charges, late charges, and to otherwise regulate the use of water for the purposes set forth in these Articles of Incorporation and bylaws.

ARTICLE V.

Membership

The Association shall have members, which shall be of two voting classes only. The members of the Association shall be all record owners of lots in the Harmony Mountain Ranch Subdivision, as such owners are shown on the records of Iron County, State of Utah. Membership in the Association shall be mandatory and not optional. Each membership in the Association shall be appurtenant to and shall not be separated from the lot to which it relates. No person or entity other than a record owner of a lot in the Subdivision may be a member of the Association.

The two classes of voting membership are designated as Class A Members and Class B Members.

Class A. Class A Members shall be all the Owners other than the Developer of the Harmony Mountain Ranch Subdivision, (hereafter referred to as "Developer"). Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Corporation is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Developer. Developer, as the Class B Member, shall be entitled to three votes for each Lot in which the interest required for membership in the Corporation is held. The special control rights of the Developer, as the Class B Member, shall cease and terminate upon the earlier of the following (the "Transition Date"):

- (a) the date ninety (90) days after the conveyance by Developer of seventy-five percent (75%) of the Lots created by Phase I and all future phases identified by

Developer, (including a maximum of 100 additional lots to be developed in the future),
to Owners (other than Developer);

(b) the date ninety (90) days after Developer relinquishes its Class B membership rights by giving written Notice to the Corporation and all Owners. Until Developer relinquishes his right to develop future phases in the Harmony Mountain Subdivision, Developer shall have the right to vote as if Developer held 125 lots.

ARTICLE VI.

Stock

The Corporation shall not issue stock. The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the lot to which such membership appertains and shall cease immediately and automatically upon ceasing to be a record owner of such lot.

ARTICLE VII.

Dissolution

The Company may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Company, the distribution of assets shall proceed as provided in the Utah Revised Non-Profit Corporation Act.

ARTICLE VIII.

Governing Board

The affairs of the Company shall be managed by a governing Board of three (3) trustees hereafter referred to as "Board Members". The number of Board Members may be changed by

amendment to the Bylaws of the Company. The names and addresses of the persons who initially are to act in the capacity of Board Members until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Bill R. Tillett	10905 Snapper Creek Rd. Coral Gables, Florida 33156
Curtis D. Tillett	2116 N. Canyon Greens Dr. Washington, Utah 84780
Daniel Bulloch	36 North 300 West Cedar City, Utah 84720

ARTICLE IX.

URNCA Bylaws

The affairs of the Company shall be conducted in accordance with the Utah Non-Profit Corporation and Cooperative Association Act and the Bylaws as adopted and amended from time to time by its members.

ARTICLE X

Indemnification

Every Board Member of the Company shall be indemnified by the Company to the extent allowed in the Utah Revised Nonprofit Corporation Act against all expenses and liabilities, including attorney fees reasonably incurred by or imposed upon him or her in connection with any proceeding or settlement of any proceeding to which he or she may be a party or in which he or she may become involved and/or in which he or she may become involved by reason of his or her being or having been

a board member of the Company, whether or not he or she is a board member at the time such expenses are incurred -- provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in and for the best interests of the Company. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any such Board Member may be entitled.

ARTICLE XI.

Incorporator

The names of the incorporator is:

HMR Development Company, LLC
10905 Snapper Creek Rd.
Coral Gables, Florida 33156

ARTICLE XII.

Initial Office and Agent

The address of this Company's initial office and the name of its initial registered agent at that address is as follows:

Name

Justin Wayment

Address

51 East 400 North, Bldg #1
Cedar City, UT 84720

**BYLAWS
OF**

**HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION**

HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION
INDEX TO BYLAWS

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HARMONY MOUNTAIN
RANCH *BR*

BYLAWS
OF
HARMONY MOUNTAIN RANCH WATER
COMPANY ASSOCIATION.

ARTICLE I. OFFICE

Section 1. Name and Address. The name of the company is the HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION, a Utah non-profit corporation. The principal office address of the Company is 2116 N. Canyon Greens Dr. Washington, Utah 84780, Washington County, Utah and meetings of members and directors may be held at such places within the Counties of Iron or Washington, State of Utah, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Definitions, when used in these Bylaws, shall have the meaning indicated below:

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Harmony Mountain Ranch Water Company Association.

Section 2. "Association" or "Company" shall mean and refer to the HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION, a non-profit corporation which is recognized by the filing of the Articles.

Section 3. "Member" shall mean and refer to every person who holds membership in the Association.

Section 4. "Properties" shall mean and refer to all real property which becomes subject to the declaration together with such other real property as may hereafter be annexed as agreed upon by the Board of Directors.

Section 5. "Lot" shall mean and refer to any of the separately numbered and individually described plots of land on the recorded plat of the development or future development.

Section 6. "Owner" shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Iron County, Utah) of a fee or an undivided fee interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Owner shall not

mean or include a mortgagee, beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 7. "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE III. MEETINGS AND MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held during the month of May of each year, at the date and time set by the Board unless otherwise specified. The purpose of the annual meeting shall be election of the officers and the transaction of such other business as may come before the membership.

Section 2. Special Meetings. A special meeting of the members for any purpose may be called by the President, by the Board, or upon written request of members voting 1/2 of all votes of the Association.

Section 3. Place of Meeting. The Board may designate any place within Washington or Iron County, State of Utah, as a place for an annual meeting or any special meeting called by the Board unless all of the members unanimously concur to hold the meeting in a different location. If no designation is made, the place of the meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, date and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called shall be given to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed, postage prepaid, within the required time period to the person who appears as a member, at the last known address for such person appearing in the records of the Association at the time of mailing.

Section 5. Quorum. Except as otherwise provided in the Articles, or by law, the members present in person or by proxy after proper notice of meeting shall constitute a quorum at any meeting of the members. No proxy shall be permitted except by specific proxy. Said specific proxy shall particularly describe the authority of the proxy and the issues on which the proxy may vote.

Section 6. Proxv. At any meeting of the members, a member may vote by specific proxy executed in writing by the member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven (11) months after the date of its execution.

Section 7. Necessary Vote. Except as concerns the election of Directors with respect to those proposals which, under the Articles, or by law require a greater proportion for adoption, the affirmative vote of a majority of all those members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for adoption of any matter voted on by the members.

Section 8. Voting by Mail. Upon written notice by any member, a member may vote by mail, provided said vote sets forth the wishes of the member and an indication whether said member wishes to vote affirmatively or negatively; said written vote must be notarized by a notary public.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number and Tenure. Except for the initial Board of Directors appointed by declarant, the affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) Directors and not more than five (5) Directors, as shall be determined by the Board. The Directors shall serve three (3) year terms which shall be staggered. Any change in the number of Directors may be made only upon a majority vote by the members. Each Director shall hold office until his term expires or until a successor has been duly elected and qualifies.

Section 2. Qualifications. Each Director shall be an owner or the spouse of an owner (or if an owner is a corporation, partnership or trust, a Director may be an officer, partner, director or beneficiary of such owner). If a Director shall cease to meet such qualification during their term, the Director will thereupon cease to be a Director and the position on the Board shall be deemed vacant.

Section 3. Compensation. The Board may provide, by resolution, that the Directors shall be paid their expenses, if any, by attendance at each meeting of the Board upon approval of a majority of the Board members. Directors shall not be paid any

salary or other compensation for their services as Directors and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their status as Directors.

Section 4. Action Taken without Meeting. Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V. POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(A) Exercise for the Association the powers, duties and authority vested in and delegated to the Association and not reserved to the membership by other provisions of these Bylaws or Articles;

(B) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from four (4) consecutive regular meetings of the Board of Directors without cause; and

(C) Employ a manager, an independent contractor, or other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all actions and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 1/2 of the members who are entitled to vote;

(B) Supervise all officers, agents and employees of the Association and to see that their duties are properly performed; and

(C) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the Certificate states that an assessment has been paid,

such certificate shall be conclusive evidence of such payment.

ARTICLE VI. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Appointment of Directors. The Directors shall be elected by the members by cumulative vote at the annual meeting of the Association.

Section 2. Nomination. Nominations for election of the Board of Directors shall be made from the floor at the first annual meeting by the members. At the first meeting, the party receiving the highest number of votes shall serve for three (3) years, the second highest number of votes for two (2) years, and the third highest number of votes for one (1) year. Thereafter, elections shall occur every third year for a respective Director's position.

Section 3. Elections. Any Member or the Declarant may apply to be a Director. Applications shall be received at least thirty (30) days before Elections. Elections to the Board of Directors shall be made by secret written ballot. At such elections, the members or their proxy may cast, in respect to each vacancy, as many votes as they own lots within Harmony Mountain Ranch. Each right to vote shall be in accordance with the number of lots owned by the lot owner in Harmony Mountain Ranch. Robert's Rules of Order shall apply at all meetings and elections.

ARTICLE VII. MEETINGS OF THE DIRECTORS & OFFICERS.

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than that mandated in these Bylaws immediately after, and at the same place as the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place within the State of Utah of any meeting or the holding of additional regular meetings without notice.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by a majority of the Board of Directors. The Board of Directors may affix any place within the State of Utah as the place for holding such meeting.

Section 3. Notice. Written or printed notice stating the place, day and hour of any special meeting

of the Board shall be given to all directors at least three (3) days prior to the meeting day. Such notice shall be deemed to have been properly furnished if mailed, postage prepaid, at least three (3) business days before the meeting date to each Director at his address. Attendance of a Director at the meeting shall constitute a waiver of notice of such meeting unless the Director attends for the expressed purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

Section 4. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors at a meeting at which a quorum is present shall constitute an act of the Board of Directors unless an act of greater number is required by law. If any Director is unable to make said meeting but wishes to vote or be a part of the meeting, said meeting may occur via telephone.

Section 5. Vacancies. Any vacancy on the Board subject to the provisions of Article IV, Section 1, may be filled by an affirmative vote of a majority of the remaining Directors, even though such remaining Directors constitute less than a quorum. A Director thus selected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

ARTICLE VIII. OFFICERS

Section 1. Number and Qualifications. The Board of Directors may elect, upon their discretion, a President, Vice President, Secretary and Treasurer. Any two (2) or more offices other than the office of President and Secretary may be held by the same person. Officers must be members of the Association. If the Board of Directors does not wish to elect officers, the Board of Directors shall elect one (1) person to preside over the Board of Directors meetings and shall appoint another person to keep minutes, said minutes and information to be held by the presiding Board of Directors.

Section 2. Tenure. The officers of the Association shall be elected by the Board of Directors at the first meeting of the Board held after the annual meeting of the members. If an election of officers occur, said officers shall remain in office for a period of one (1) year to be automatically renewable unless

the Board of Directors hold a meeting for the expressed purpose of electing new officer(s). Each officer shall hold office until a successor has been duly elected and qualifies or until he is removed. Any officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

Section 3. Vacancies. A vacancy of an office resulting from death, resignation, removal or any other cause shall be filled by a Board of Directors for the unexpired portion of the term of the person previously in office.

Section 4. President. The President shall be the principal executive Officer of the Association and, subject to the control of the Board of Directors, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. If the President is not present then the Vice President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other Officer of the Association authorized by the Board of Directors may sign any deeds, mortgages, contracts, or other instruments which the Board of Directors has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Directors.

Section 5. Vice President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President shall perform all of the duties of the President. When so acting, he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section 6. Secretary. The Secretary shall keep minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Articles, the Declaration, and law, shall maintain the membership list required by these Articles, and, in general, shall perform all duties incident to the office of Secretary

and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section 8. Compensation. Officers shall not be paid any salary or other compensation for their services as such and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their services as Officers.

IX. AMENDMENTS

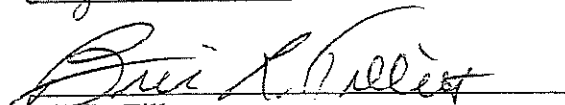
Section 1. Amendment. These Bylaws may be amended, at any regular or a special meeting of the Board of Directors, by a vote of the majority of the Board of Directors.

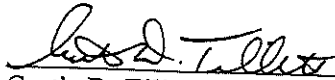
Section 2. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control.

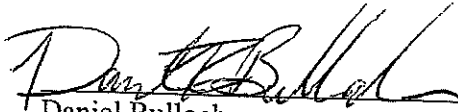
X. MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being the acting Directors of the Harmony Mountain Ranch Water Company Association, have hereunto set our hands to these Bylaws to be effective as of August 31, 2004.


Bill R. Tillett


Curtis D. Tillett


Daniel Bulloch

HARMONY MOUNTAIN
RANCH 

CO # 11071

HARMONY MOUNTAIN RANCH WATER COMPANY ASSOCIATION
POLICY OF BILLING AND COLLECTION

Adopted by the Board of Directors - Projected effective January 1, 2005.

All home sites/lots shall be billed by their Lot Number, all of which are 20 acres lot.

All water meters and fire hydrants shall belong to each lot owner and all costs incurred in purchasing and maintaining the same shall be the responsibility of the lot owner. Maintenance of all waterworks from the right-of-way to the residence shall also be the responsibility of the lot owner. Notwithstanding the same, Harmony Mountain Ranch Water Company (hereafter "Company") reserves the right to make all repairs to the waterworks from the delivery system up to and including the water meter if lot owner fails to maintain the same and assess said costs to the lot owner. The Company reserves the right to terminate water to any lot in accordance with the provisions contained herein.

All water meters will be of the same basic make and style as set forth herein or as modified pursuant to the rules and regulations of the Company. Any representative of the Company shall have the right to enter upon the property of the lot owner for purposes of reading the water meter and checking, maintaining or repairing the lot owner's water works system.

ADOPTED SCHEDULE OF RATES:

Monthly Water Rate For 20 Acre Serviceable Lot: **\$40.00**
consisting of: \$30.00 water use
\$10.00 general operating
expense/standby fees

Water Usage Based on Basic Monthly Water Rate for Serviceable Lot:

April 1 through September 30: maximum 42,316 gallons per month

Meters will be read and billed quarterly according to actual usage,
with a minimum assessment according to the basic monthly rate as
set forth herein.

October 1 through March 31: maximum 12,000 gallons per month

Meters will be read quarterly and billed in advance, with a
minimum assessment according to the basic monthly rate as set
forth herein. Any overage of use for the winter months shall be
billed in the April 1st, billing.

Overage Charges: \$3.00 per 1,000 gallons overage

HARMONY MOUNTAIN
RANCH

ALLOCATED WATER RIGHTS:

Each lot owner is allocated one acre-foot of water upon purchase of a lot. No lot owner shall exceed their allotted water right as exceeding their water right usage is in violation of Utah State law. If a lot owner exceeds their allotted water right on a habitual basis, the lot owner will be required to acquire additional water at their own cost. The Company reserves the right to terminate water to any lot in accordance with the provisions contained herein.

INVOICING:

Bills covering the use of water will be rendered the first week of the respective billing period and shall be due 30 days after billing. Each billing shall be in the form as required by R746-200-4. A late fee of twelve (12%) percent, per annum, will be charged if payment is not received by thirty (30) days of the billing invoice.

When any property becomes delinquent in payment of the water billing for two (2) consecutive months, the resident will be notified by being given a ten (10) day written notice that the water will be turned off at the water meter or the main line. An additional notice shall be provided 48 hours immediately before turn-off and shall be provided first through attempts to contact the person directly and then by posting the same on the residence. Compliance with R746-200-6, Termination of Service, shall be followed by the Water Company. Upon compliance with R746-200-6, if the bill remains unpaid, the water will be turned off. If a lot owner is to be absent for any extended period of time, payment of the water fees may be made in advance.

A turn-on fee of \$30.00 will be charged to all properties that have had water turned off as a result of delinquent payment once the account is brought current. Company reserves the right to require a deposit at the time of turn-on if usage was terminated due to unpaid payments.

UNBUILT/UNIMPROVED LOTS:

Stand by Fees

It will be the policy of the Harmony Mountain Ranch Water Company to bill each unbuilt lot owner that portion of the basic charge which is for general operating expenses (also referred to as standby fees), which is beneficial to all lot owners exclusive of actual water use. These fees include fire protection, costs and ongoing maintenance of the water works system.

Invoices for these charges will be rendered quarterly. Based on current rates, the annual bill will be \$480.00 for full service and \$120.00 for stand-by service. The invoices will be due within thirty (30) days of issuance. Any unpaid invoices can result in a lien being filed against the property, in addition to discontinuance of water service.

WATER CONNECTION FEES:

The charge or connection fee for a lot owner to connect to the Harmony Mountain Ranch Water Company water system is \$2,200, which is due and payable upon approval of architectural plans and prior to construction. 1800

HARMONY MOUNTAIN
RANCH *HR*

The right is reserved by the Harmony Mountain Ranch Water Company to amend or add to these policies as such charges are approved by the Harmony Mountain Ranch Water Company Board of Directors. No fees shall be utilized for personal purpose. All fees shall be used for the benefit of the Company and its members.

CHLORINATION:

Prior to being connected with the system, the lot owner shall have flushed and chlorinated the system to assure that the water works systems is not contaminated. Chlorination of the system shall be completed in a manner that is satisfactory to the Company.

WATER METER:

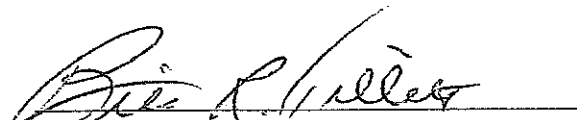
The lot owner shall use the water meter identified in Exhibit A. No other water meter shall be used without the express consent of the Company's Board of Directors. It is vital for the benefit of all lot owners that the system remain consistent and universal for ease of maintenance and preservation of the integrity of the system.

RULES AND REGULATIONS:

The Company shall be regulated by an adopted set of Rules and Regulations as approved and amended by the State of Utah Public Service Commission and the applicable Tariff hereto. These Rules and Regulations shall govern the specifications and standards under which the Company and the lot owners shall operate.

DATED this 1st day of January, 2005.

**HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION**


By: Bill Tillett
Its: President

HARMONY MOUNTAIN RANCH
WATER COMPANY ASSOCIATION

HARMONY MOUNTAIN RANCH
WATER METER SPECIFICATIONS

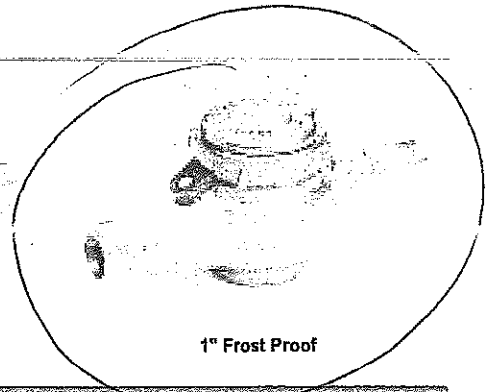
EXHIBIT "A"

Multi-Jet Water Meters

5/8", 3/4" and 1"



5/8" x 3/4"



1" Frost Proof

AWWA Standard	Meets or exceeds all sections of AWWA Standard C-708, most recent revision.
Design/Operation	Velocity-type meter. Water, evenly distributed by multiple jet nozzles, flows past an impeller in the measuring chamber, creating an impeller velocity directly proportional to water flow rate. The meter's register integrates velocity into totalized flow.
Main Case	Choice of waterworks bronze case of 81% copper composition or SeBILOY® II, 87% copper, low lead bronze. All main cases incorporates externally threaded ends and wrench pads to aid installation. Bronze register retaining rings are standard.
Measuring Chamber	The measuring chamber housing and measurement element are constructed of a durable synthetic polymer and can easily be removed from the main case without removal of the meter from the line. The chamber housing is constructed in two parts to allow access to the impeller. Measurement surfaces are not wear surfaces, providing sustained accuracy despite the presence of entrained solids in the water. A long-life, sapphire serves as a wear surface, with balanced water flows minimizing bearing wear.
Magnetic Drive	A reliable, direct magnetic drive provides linkage between measurement element and register. No intermediate gearing is required; no gearing is exposed to water.
Register	Standard direct read, DIALOG® Reading System and Electrical Output Registers are available. A six wheel odometer is standard.
Register Sealing	Direct read and DIALOG registers are permanently sealed, with a tempered glass lens, stainless steel base and wrap-around gasket to prevent intrusion of dirt or moisture.
Register Units	Registration available in gallons, cubic feet or cubic metres.
Test Circle	Large center sweep hand with ten clearly indicated gradations per minimum registration unit.
Low Flow/Leak Indicator	Center mounted indicator with high sensitivity resulting from direct one to one linkage to the measuring element.
Strainer	A rugged, 360-degree polymer basket strainer protects the critical measuring element from damage.
Frost Protection (option)	Patented, pressure-activated plug is expelled from the meter by expansion of freezing water. The frost plug can be replaced without meter removal or disassembly.
Adjusting Port	Sealed after factory calibration. Port is accessible for utility recalibration, to compensate for inaccuracy in older meters without parts replacement.
Tamper Detection	The Master Meter Multi-Jet adjusting port is sealed to prevent tampering and provides a visual indication of tampering attempts.

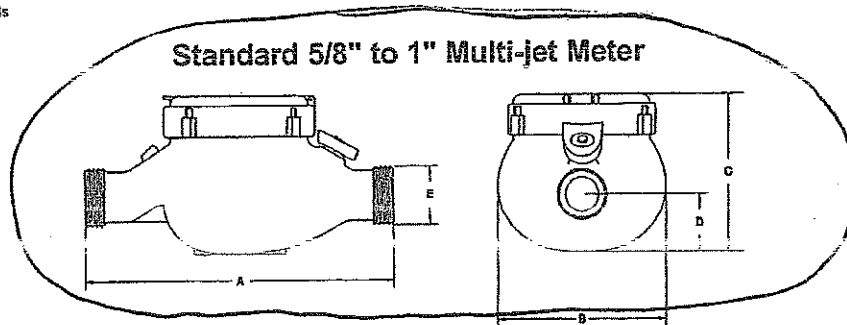


HARMONY MOUNTAIN
RANCH 182

Meter Operating Characteristics and Dimensions 5/8", 3/4" and 1" Multi-Jet Meters

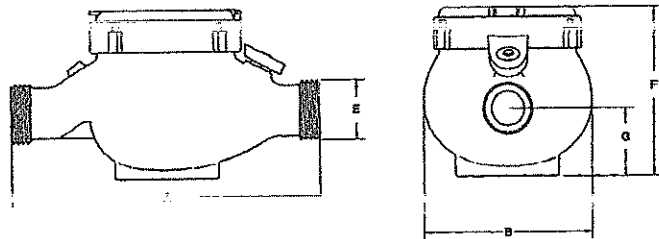
Characteristic/Dimension	5/8"	5/8" - 3/4"	3/4" - 1"	3/4"	3/4" - 1"	1"
Flow Rating (gpm)	20	20	30	30	30	50
Continuous Flow (gpm)	15	15	20	20	20	30
Normal Flow Range (gpm)	1-20	1-20	2-30	2-30	2-30	3-50
Low Flow (gpm)	1/4	1/4	1/2	1/2	1/2	3/4
Maximum Working Pressure (psi)	150	150	150	150	150	150
Maximum Working Temperature (°F)	100	100	100	100	100	100
Length (A below)	7-1/2"	7-1/2"	7-1/2"	9.0"	9.0"	10-3/4"
Width (B below)	3-3/4"	3-3/4"	3-3/4"	3-3/4"	3-3/4"	4-1/8"
Width, side-mounted DIALOG unit	4-1/2"	4-1/2"	4-1/2"	4-1/2"	4-1/2"	4-1/2"
Height, standard register with lid (C below)	4-1/8"	4-1/8"	4-1/8"	4-1/8"	4-1/8"	3-7/8"
Height with DIALOG register	4-7/8"	4-7/8"	4-7/8"	4-7/8"	4-7/8"	4-5/8"
Height, Frost Proof, standard register with lid 4-3/8" (F below)	4-3/8"	4-3/8"	4-3/8"	4-3/8"	4-3/8"	4-3/8"
Height, bottom to center line (D below)	1-3/16"	1-3/16"	1-3/16"	1-3/16"	1-3/16"	1-3/16"
Height, Frost Proof, bottom to center line (G below)	1-3/4"	1-3/4"	1-3/4"	1-3/4"	1-3/4"	1-3/4"
Meter Casing Spuds, Nominal Thread Size* (F below)	3/4"	1"	1"	1"	1-1/4"	1-1/4"
Weight (pounds)	4	4	4	4-1/4	4-1/4	5
Packed To Carton	12	12	12	8	8	8
Carton Weight (pounds)	50	50	50	35	35	41

*External Straight Threads



*USE
THE
STANDARD
METER*

Frost Proof 5/8" to 1" Multi-jet Meter



100 E. 15th Street, Suite 350
Fort Worth, TX 76102
800-765-6518
817-336-3837 (817-33-METER)
FAX: 817-336-3840
e-mail: sales@mastermeterinc.com

Distributed by:



SCHEDULE OF RATES, RULES AND REGULATIONS

TARIFF NO.

Issued on June 1, 2004, notice to the Commission and to the public by authority of the Public Service Commission of Utah's Order in Case No. 04-2428-01, dated May 13, 2004.

Issued:

By:

Effective June 1, 2004

**HARMONY MOUNTAIN
RANCH** *BR*


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Issued:

By:

Effective June 1, 2004

HARRISON & SULLIVAN
RANCH 

WATER SERVICE RATE SCHEDULE

Applicability

This water schedule is applicable to the entire service area of Harmony Mountain Ranch water Company Association, for the purposes of providing water service for culinary purposes at one point of delivery for each lot.

Rates as herein set forth shall apply to each consumer unit. A consumer unit is defined as a single unit dwelling, establishment or concern that might apply for culinary water service for domestic purposes.

The following rate is for a period of twelve (12) month(s).

<u>Usage</u>	<u>Charges</u>
First 42,316 gallons for April 1 - September 30	\$40.00 monthly minimum charge for each service connection
First 12,000 gallons for October 1-March 31	
Over charges for every 1,000 gallons	\$3.00
Standby Fee/General Operating Expense	\$120.00 per lot/per year

Premises temporarily without meters will be charged the minimum rate.

Service Connection Charges

1" Service to Property Line One-time charge for each service requiring new meter installation (This does not include lot owners cost for installing the waterline and fire hydrant on each lot commencing at the right-of-way line to the fire hydrant and water meter.)	\$1,800.00
Turn-on service where meter is already in place	\$0.00

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HARMONY MOUNTAIN
RANCH

RULES AND REGULATIONS

1. Connections: No unauthorized person shall tap any water main or distribution pipe of the Company or insert therein any corporation cock, stop cock or any other fixture or appliance; or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other part of the waterworks system or attachment thereto, No person shall, without first obtaining a permit from the Company, connect or disconnect any service pipe to or from the mains or distribution pipes of said waterworks system nor 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.

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 water work can be performed upon old or new connections. Such permit shall be issued upon written application on forms obtainable from the company. Applicants for water service shall furnish, lay, and install, at their own expense, all that portion of the service not provided by the Company, subject however, to the supervision and inspection of the Company.

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 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.

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 found to be recording at less than 97 percent or more than 103 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 supply of water from the Company shall make application in writing. The service connection charges shown in this tariff include maintenance, engineering inspection fees, standby-maintenance fees and establishment 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. All funds shall be retained for the benefit of the shareholders to insure financial stability of system.

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RULES AND REGULATIONS
(Continued)

6. Service Line: All service line materials and installation shall be provided by the applicant. Installation shall be inspected and approved by the Company before the service line trench is back filled. The applicant shall provide a shut-off valve on each service line in an accessible location separate from the water meter box.

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

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 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.

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, but the Company shall not be held liable for damages to any water user by reason of any stoppage or interruption of the water supply caused by scarcity of water; accidents to works; water main alterations, additions or repairs; acts of God or other unavoidable causes.

10. Damage to Facilities: Costs of any damage resulting from the failure of the owner, agent or tenant to properly protect the water meter or other facilities of the Company or owner which is installed upon premises supplied with water shall be assessed against such owner, agent or tenant. Water consumers shall not tamper with or remove the meter, or interfere with the reading thereof.

11.a. Reading of Meters: All meters shall be read by the Company as early in the spring and as late in the fall as shall be practicable, and during the period in between. The charges for the period between the last meter reading in the fall and the first meter reading in the spring shall be estimated based upon previous consumption and shall be adjusted on the bill for the first meter reading in the spring. The charges during the remaining billing periods shall be based upon meter readings, except as provided for in paragraph 4 herein above.

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RULES AND REGULATIONS
(Continued)

11.b. Reading of Meters: All meters shall be read by the Company and charges shall be based upon meter readings except as provided for in paragraph 4 herein above.

12. Billing and Payments: Bills covering charges shall be rendered quarterly and shall be due twenty (20) days from 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 ours 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.

13. 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 billing 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 does not intend to require a deposit. However, if necessary, 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 ninety (90) days' estimated bill or \$120.00. This deposit may be refunded when credit has been established. Deposits held over twelve (12) months shall earn interest from the Company at the rate of 3% per annum, beginning with the first day of deposit. Interest will be credited to the customer's account.

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FACILITY EXTENSION POLICY

Definition: An extension is any continuation of, or branch from, the nearest available existing line of the Company, including any increase of capacity of an existing line to meet the customer's requirements.

1. Costs: 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.

2. Construction Standards: Minimum standards of the Company shall be met, which standards shall also comply with the standards of the Utah State Bureau of Environmental Health. Pipe sizes shall be designated by the Company, but the size shall never be smaller than 4" (four inches) in diameter. The pipeline shall be installed only along dedicated streets and highways .

3. Water Storage and Supply: All costs for providing increased water supply and storage shall be paid by the Company. This cost shall include the installation and operation of pumps as required for proper pressure regulation of the system.

4. Ownership: Completed facilities shall be owned, operated, and maintained by the Company, in the public right-of-way, as detailed in the Tariff Rules and Regulations.

5. 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.

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