

# **Second Corrected Attachment B**

# **LAKEVIEW WATER CORPORATION**

## **RATES AND FEES SCHEDULE AND RULES AND REGULATIONS**

### **TARIFF NO. 3**

Effective Date: October 1, 2023

Docket No. 22-540-01

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**CULINARY WATER RATES, FEES, AND OTHER CHARGES**

<b>Water Rates</b>	
<b>Water Usage Amounts</b>	<b>Division Recommended Rates</b>
<b>Base Rate</b> (Minimum Fee)	<b>\$78.50</b> No gallons included in Base Rate
<b>Tier 1</b> 1 to 8,000 gallons	\$3.50 per 1,000 gallons
<b>Tier 2</b> 8,001 to 16,000 gallons	\$5.50 per 1,000 gallons
<b>Tier 3</b> 16,001 to 24,000 gallons	\$11.00 per 1,000 gallons
<b>Tier 4</b> 24,001 to 32,000 gallons	\$16.50 per 1,000 gallons
<b>Tier 5</b> ≥ 32,001 gallons	\$25.00 per 1,000 gallons
<b>Fees and Other Charges</b>	
<b>Connection Fees</b>	<b>Division Recommended Fees</b>
Single Family Dwelling Unit (Developments) ¾ inch	\$1,495
Other Single Family Dwelling Unit ¾ inch	\$1,495
Multiple Family Dwellings (on single connection)	\$1,495
<b>Standby Fee</b>	
Single Connection	\$23.50
<b>Turn-On Fee (per occurrence)</b>	\$100.00
<b>Turn-Off Fee (per occurrence)</b>	\$100.00

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

## **RULES AND REGULATIONS**

1. **Service Connections.** Any person desiring to obtain water service from the Company shall make an application to the Company in writing. As a condition of application approval, an applicant shall pay the Turn-on Fee. Additionally, as a condition of receiving water service, a Customer shall pay the Connection Fee for all first-time water connections. The Connection Fee includes a meter, meter box, a cover, and a valved service line to the property line, all of which shall remain the sole and exclusive property of the Company. The meter and meter box will be located as directed by the Company. Any excavation and installation shall be made by the Company from the main line in the street to three (3) feet beyond the meter. The Connection charges shall apply to all new connections.
2. **Connections.** No unauthorized person shall tap any water main or distribution pipe of the Company or insert therein any corporation cock, stop cock, or any other fixture or appliance or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other attachment, being part of the waterworks system and attached thereto. No person shall install any water service pipe or connect or disconnect any such service pipe with or from the mains or distribution pipes of the said waterworks system, nor with or from any other service pipe now or hereafter connected with said system, nor make any repairs, additions to, or alterations of any such service pipe, tap, stop cock, or any other fixture or attachments connected with any such service pipe, without first obtaining a permit from the Company. All materials used and the installation thereof in the conveyance of Company water shall comply with the Utah Department of Environmental Quality standards and specifications.
3. **Service Line.** A service line is defined as all water system facilities installed between the Customer unit and the meter. All service line materials and installation shall be provided and paid for by the applicant, except that the meter, meter box, and meter cover shall, in all instances, be installed and owned by the Company. A shut-off valve shall be provided by the Customer on each service line, in an accessible location separate from the water meter box. Installation of a service line shall be inspected and approved by the Company before the service line trench is backfilled.
4. **Application for Permit.** A permit shall be obtained from the Company before any service connection can be made to any part of the waterworks system or before any work performed can be performed upon old or new connections. Such permit shall be issued only 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.

5. **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 water service on or off except in case of emergency or when the Company gives special permission.
6. **Meter Adjustment.** If a meter fails to register at any time, the water delivered during such a period shall be billed at the rate for the average water usage of the preceding three (3) months. In the event a meter is found to be recording at less than 97 percent (97%) or more than 103 percent (103%) of actual, the Company may make such adjustments to the Customer's previous bill as are just and fair under the circumstances.
7. **Backflow Prevention.** All applicants requesting connection to or Customers connected to the water system shall provide, at their sole expense, any and all back-flow prevention/protection device(s) deemed necessary by the Company and to comply with the regulations and rules of the Utah Department of Environmental Quality to protect the water quality of the water system from a potential back-flow incidence. The Customer is responsible for maintenance, repair, and any required proof of certification of inspection costs. Evidence of inspection certifications must be submitted to the Company upon its request. The Company will order the inspection and bill the Customer for the service if the Customer fails to perform the required testing or submit the testing certification in a timely manner or within one (1) month.
8. **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, the Company 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.
9. **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 facility or premises without the Company's written permission. The owner or occupant may not use any water from the Company that is not metered.
10. **Service Turn-on and Turn-off.** Only authorized representatives of the Company shall turn the water service on or off at the meter box, except in case of an emergency or when the Company grants special permission. Service may be turned off by the Company when so requested by the Customer, when the Customer fails to abide by these regulations, or as permitted by Utah Administrative Code R746-200-7, Termination of Service. Whenever the water is turned off at any premises, it shall not be turned on again until the Customer pays all delinquent balances owing, late charges, and reconnection fees, as shown in the rate schedule.

11. **Disruption Liability.** The Company shall use reasonable diligence to provide continuous water service to its Customers and shall make a reasonable effort to furnish all Customers with a clean, pure supply of water that meets applicable State and Federal water guidelines. The Company shall not be held liable for damages to any Customer or water user by reason of any stoppage or interruption of water service caused by a scarcity of water, accidents to works, water main alterations, additions or repairs, acts of God, acts of third persons, government interference, or other unavoidable causes beyond the Company's control.
12. **Damage to Facilities.** Costs of any damage resulting from the negligence and/or failure of the owner, agent, or tenant to properly protect the water meter or service line related to a service connection or other facilities of the Company installed upon premises supplied with water, including but not limited to vandalism, fire, freezing, or construction work, shall be assessed against such Customer, owner, applicant, agent or tenant. No Customer or person shall tamper with or remove the meter or interfere with the reading thereof.
13. **Reading of Meters.** If the meters are inaccessible to read, for example, during winter months, Customers shall be billed at the minimum usage amount. The actual winter usage, should it exceed the minimum usage amount during the winter months, shall be billed in total on the first billing, which shows the first-meter reading taken in the calendar year.
14. **Discontinuance of Service.** Any Customer wishing to discontinue service shall notify the Company at least three (3) days in advance so that the meter can be read for a final billing. Such a final bill shall be due and payable upon receipt.
15. **Billing and Payments.** The Company shall use a monthly billing cycle. Bills covering the charges will be issued and shall be due within thirty (30) days after being issued. The established tariff charge for disconnect/re-connect and if applicable, filing/releasing liens shall be paid. The Company may contract with a third party to handle all bills, billings, and customer payments. The Company will notify the customers of such an arrangement.
16. **Capital Reserve Accounting Requirements.** A Capital Reserve Account, targeted to equal the annual depreciation expense and yearly amortization of the contribution in aid of construction of the Company's water system assets and equipment, shall be established, subject to the following:
  - a. All designated capital reserve fees generated from rates shall be deposited into the Capital Reserve Account. Any excess fees collected from overage rates, after deducting for any variable expenses shall be deposited in the Capital Reserve Account.
  - b. All Capital Reserve Account funds shall be deposited in a restricted bank account, such as a separate escrow account, within sixty (60) days from receipt of such payment.
  - c. Withdrawals from the Capital Reserve Account shall be made primarily for capital replacements and improvements.

- i. If the Company has financial obligations from expenses that are a necessary cost of doing business but do not necessarily qualify as a capital replacement or improvement. In that case, the Company can use funds from the Capital Reserve Account until it files for its next rate increase, subject to the provisions in 16(e) and 16(g)(iii).
- d. In accordance with Utah Administrative Rule R746-401, expenditures in excess of five percent (5%) of total Utility Plant in Service shall require the Company to file a report with the Commission, at least thirty (30) days before the purchase or acquisition of the asset or project, and to obtain written Commission approval before transacting such acquisitions.
- e. Upon request by the Commission or the Division, the Company shall also provide a separate accounting of the Capital Reserve Account consisting of monthly bank statements encompassing the entire calendar year showing a series of deposits made within sixty (60) days from the receipt of rate payments for each billing cycle and withdrawals that meet requirements 16(a), (b), and (c) above. Such detailed accounting, including copies of bank statements and possibly other sensitive information, shall be marked as "confidential."
- f. The balance in the Capital Reserve Account shall be clearly identifiable in the financial statements.
- g. In identifying a qualifying expenditure for replacement or improvements that may be made from the Capital Reserve Account, the Company shall consider the following guidelines:
  - i. Capital improvements are typically high-cost items with long service lives, including, but not limited to, the distribution pipe main lines, storage reservoirs, wells, and surface water intakes. Expenditures that qualify as capital expenditures are those that extend the life of an asset, enhance its original value with better quality materials or system upgrades, or replace such assets.
  - ii. Capital improvements do not include minor expenses such as repair clamps, inventory parts, fittings, spare pipe pieces to facilitate repairs, small tools, maintenance supplies such as paint or grease, service contracts, and other day-to-day supplies. Expenses for these items are properly classified as "operating and maintenance" expenses.
  - iii. Additionally, it is not appropriate to use Capital Reserve Account funds from existing customers for system expansion, that is, to extend main lines to serve new areas or new customers or install new services. Funds for the expansion of the system should come from new development, impact fees, connection fees, assessments, or other sources so that those benefiting from the improvement contribute the funds for its construction.
- h. In the event any payment from a customer is a partial payment of any given billed invoice by the Company, that payment shall be used first to cover the fixed and variable expenses (when applicable), and then to cover the Capital Reserve Fee. A



reconciliation, clearly indicating the circumstances surrounding those instances when the Capital Reserve Account was not fully funded, shall be provided by the Company upon request by the Commission or the Division.

- i. Interest accruing on funds held in the Capital Reserve Account shall become a part of the Capital Reserve Account and can only be used in accordance with this paragraph 16.
17. **Changes and Amendments.** The Company reserves the right to change, amend or add to these Rules and Regulations as experience may show it to be necessary and as such amendments or changes are approved by the Utah Public Service Commission.
  18. **Special Assessments.** The Company reserves the right to levy special assessments as necessary to pay for or reimburse the Company for expenses attributed to emergency or necessary waterworks system improvements, maintenance, or repairs, subject to all necessary approvals of such special assessments by the Public Service Commission.
  19. **Credit Deposit.** The Company may, at its option, and in lieu of established credit, require a deposit from the Customer to assure payment of bills; such deposits shall be a minimum of thirty (30) days or \$100.00. This deposit may be refunded when credit has been established. Deposits held over three (3) months shall earn interest at the then established bank saving rate of the Company's banking institution. Interest will be credited to the Customer's account.
  20. **Facility Extension Policy.**
    - a. **Definition.** An extension is any continuation of, or branch from, the nearest available existing water distribution line of the Company, including any increase of capacity of an existing line and/or existing supply and/or existing storage to meet the Customers' requirements.
    - b. **Costs.** The total cost of extensions, including engineering, labor, and materials, shall be paid by the applicants or as agreed upon between the applicant and the Company as decided by the Company at the Company's sole discretion for such extensions. If, because of the extension and the addition of applicants as Customers, additional water rights, pumps, storage, or other water plant must be acquired, the Company may require the applicants to pay these costs. Where more than one (1) Customer is involved in an extension, the costs shall be pro-rated on the basis of the street frontage distances involved or upon such other basis as may be mutually agreed by the applicants. Sufficient valves, pressure-reducing devices, fire hydrants, and any other infrastructure installation mandated by the Company and/or the Utah Department of Environmental Quality must be designed to be included and installed with every installation.
    - c. **Construction Standards.** The Company's minimum standards shall be met, which shall also comply with the standards of the Utah State Division of Drinking Water. The Company shall designate pipe sizes. The pipeline shall be installed only along

dedicated streets, highways, or within utility easements unless otherwise approved in writing by the Company.

- d. **Ownership.** Completed facilities and water rights shall be owned, operated, and maintained by the Company, including and through meters, as detailed in the Tariff Rules and Regulations. The Company shall then bear the ongoing costs of normal operation and maintenance of the supply, storage, and delivery infrastructure of the extension to the Company's system.
- e. **Temporary Service.** A permit shall be obtained from the Company before any temporary service connection can be made to any part of the waterworks system or before any work can be performed upon old or new connections. The Customer will pay the total cost for the installation and removal of any service extension of a temporary nature. Such costs will be estimated and paid before work is begun on the extension. All work shall comply with the Company's rules and regulations and meet the minimum standards of the Utah Department of Environmental Quality.

## REGULATION A

### STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES

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

**Customer Rights.** The Company will:

- Provide service if you are a qualified applicant.
- Offer you at least one (1) 12-month deferred payment plan if you have a financial emergency, at the Company's discretion.
- Let you pay a security deposit in three (3) installments if one is required.
- Follow specific procedures for service disconnection, which include providing you notice postmarked at least ten (10) days before service is disconnected.
- Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home, subject to Utah Administrative Rule R746-200.
- Give you written information about Utah Public Service Commission rules and your rights and responsibilities as a Customer under those rules.

**Customer Responsibilities.** You, the Customer will:

- Use services safely and pay for them promptly.
- Contact the Company when you have a problem with payment, service, safety, billing, or customer service.
- Notify the Company about billing or other errors.
- Contact the Company when you anticipate a payment problem to attempt to develop a payment plan.
- Notify the Company when you are moving to another residence.
- Notify the Company about stopping service in your name or about stopping service altogether.
- Permit access for meter readers and other essential Company personnel and equipment.

To contact the Company, call the telephone number shown on your utility bill.

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

## REGULATION B

*These regulations are included as part of the tariff because they are the ones most inquired about by both the Water Company and the Water Customers. They are **NOT** all-inclusive but included here as a ready and convenient reference. Regulations may change from year to year, and these may **NOT** be consistent with current regulations – it is the Company's and Customers' responsibility to verify you are using the current regulations.*

*The complete and current regulations and rules applicable to all regulated water utilities can be found in Utah Code Title 54 and Utah Administrative Rules Section 746.*

### DEPOSITS AND GUARANTEES

- B1. Each utility shall submit security deposit policies and procedures to the Commission for its approval before the implementation and use of those policies and procedures. Each utility shall submit third-party guarantor policies and procedures to the Commission.
- B2. Each utility collecting security deposits shall pay interest thereon at a rate as established by the Commission. For electric cooperatives and electric service districts, interest rates shall be determined by the governing board of directors of the cooperative or district and filed with the Commission and shall be deemed approved by the Commission unless ten percent or more of the customers file a request for agency action requesting an investigation and hearing. The deposit paid, plus accrued interest, is eligible for return to the Customer after the Customer has paid the bill on time for 12 consecutive months.
- B3. A residential customer shall have the right to pay a security deposit in at least three (3) equal monthly installments if the first installment is paid when the deposit is required.

## REGULATION C

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### ELIGIBILITY FOR SERVICE

- C1. **Eligibility for Service.** Residential utility service is to be conditioned upon payment of deposits, where required, and of any outstanding debts for past utility service which are owed by the applicant to that public utility, subject to Subsections R746-200-3(B)(2), and R746-200-7(C)(2), Reasons for Termination. Service may be denied when unsafe conditions exist, when the applicant has furnished false information to get utility service, or when the Customer has tampered with utility-owned equipment, such as meters and lines. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, whose utility service was previously disconnected for non-payment, and the applicant and delinquent account holder also cohabited while the delinquent account holder received the utility's service, whether the service was received at the applicant's present address or another address. When an applicant cannot pay an outstanding debt in full, residential utility service shall be provided upon execution of a written, deferred payment agreement as set forth in Section R746-200-5.
- C2. **Shared Meter or Appliance.** In rental property where one (1) meter provides service to more than one (1) unit or where appliances provide service to more than one (1) unit or to other occupants at the premises, and this situation is known to the utility, the utility will recommend that service be in the property owner's name and the property owner be responsible for the service. However, a qualifying applicant will be allowed to put service in their own name provided the applicant acknowledges that the request for services is entered into willingly and he has knowledge of the account responsibility.

## REGULATION D

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### BILLING

- D1. **Billing Cycle.** The Company shall use a billing cycle with an interval between regular periodic billing statements of not greater than two (2) months unless a different billing cycle is approved by the Public Service Commission.
- D2. **Estimated Billing.** A water public utility using an estimated billing procedure shall try to make an actual meter reading at least once in a two-month period and give a bill for the appropriate charge determined from that reading. When weather conditions prevent regular meter readings, or when customers are served on a seasonal tariff, the utility will make arrangements with the Customer to get meter reads at acceptable intervals.
- D3. **Meter Reading.** If a meter reader cannot gain access to a meter to make an actual reading, the Company shall take appropriate additional measures in an effort to get an actual meter reading. These measures shall include but are not limited to, scheduling of a meter reading at other than regular business hours, making an appointment for meter reading, or providing a prepaid postal card with a notice of instruction upon which an account holder may record a meter reading. If, after two (2) regular route visits, access has not been achieved; the Company will notify the Customer that arrangements need to be made to have the meter read as a condition of continuing service.
- D4. **Periodic Billing Statement.** Except when a residential utility service account is considered uncollectible or when collection or termination procedures have been started, the Company shall mail or deliver an accurate bill to the account holder for each billing cycle, at the end of which there is an outstanding debit balance for current service, a statement which the account holder may keep, setting forth each of the following disclosures to the extent applicable:
- a. the outstanding balance in the account at the beginning of the current billing cycle using a term such as "previous balance";
  - b. the amount of charges debited to the account during the current billing cycle using a term such as "current service";
  - c. the amount of payments made to the account during the current billing cycle using a term such as "payments";
  - d. the amount of credits other than payments to the account during the current billing cycle using a term such as "credits";
  - e. the amount of late payment charges debited to the account during the current billing

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- cycle using a term such as "late charge";
  - f. the closing date of the current billing cycle and the outstanding balance in the account on that date using a term such as "amount due";
  - g. a listing of the statement due date by which payment of the new balance must be made to avoid assessment of a late charge;
  - h. a statement that a late charge, expressed as an annual percentage rate and a periodic rate, may be assessed against the account for late payment; and
  - i. the following notice: "If you have any questions about this bill, please call the Company."
- D5. **Late Charge.** The Commencing not sooner than the end of the first billing cycle after the statement due date, a late charge of a periodic rate as established by the Commission may be assessed against an unpaid balance in excess of new charges debited to the account during the current billing cycle. The Commission may change the rate of interest. No other charge, whether described as a finance charge, service charge, discount, net or gross charge may be applied to an account for failure to pay an outstanding bill by the statement due date. This section does not apply to reconnection charges or return check service charges.
- D6. **Statement Due Date.** An account holder shall have not less than 20 days from the date the current bill was prepared to pay the new balance, which date shall be the statement due date.
- D7. **Disputed Bill.**
- a. In disputing a periodic billing statement, an account holder shall first try to resolve the issue by discussion with the public utility's collections personnel.
  - b. When an account holder has proceeded pursuant to Subsection R746-200-4(F)(1), the public utility's collections personnel shall investigate the disputed issue and shall try to resolve that issue by negotiation.
  - c. If the negotiation does not resolve the dispute, the account holder may obtain informal and formal review of the dispute as set forth in Section R746-200-8, Informal Review, and R746-200-9, Formal Review.
  - d. While an account holder is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due.
- D8. **Unpaid Bills.** When transferring unpaid bills from inactive or past accounts to active or current accounts, the following limitations shall apply:
- a. The Company may only transfer bills between similar classes of service, such as residential to residential, not commercial to residential.
  - b. Unpaid amounts for billing cycles older than four (4) years before the time of transfer cannot be transferred to an active or current account.
  - c. The Customer shall be provided with an explanation of the transferred amounts from

- earlier billing cycles and informed of the Customer's ability to dispute the transferred amount.
- d. The Customer may dispute the transferred amount pursuant to R746-200-4(F).



## REGULATION E

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*The complete and current regulations and rules applicable to all regulated water utilities can be found in Utah Code Title 54 and Utah Administrative Rules Section 746.*

### DEFERRED PAYMENT

- E1. **Right to Deferred Payment Agreement.** An applicant or account holder who cannot pay a delinquent account balance on demand shall have the right to receive residential utility service under a deferred payment agreement subject to R746-200-5(B) unless the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service. If the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service, the use of a deferred payment agreement is at the utility's discretion.
- E2. **Deferred Payment Agreement.** An applicant or account holder shall have the right to a deferred payment agreement, consisting of 12 months of equal monthly payments, if the full amount of the delinquent balance plus interest shall be paid within the 12 months and if the applicant or account holder agrees to pay the initial monthly installment. The account holder shall have the right to pre-pay a monthly installment, pre-pay a portion of, or the total amount of the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. The account holder also has the option, when negotiating a deferred payment agreement, to include the amount of the current month's bill plus the reconnection charges in the total amount to be paid over the term of the deferred payment agreement.
- E3. **Payment Options.**
- a. If the utility has a budget billing or equal payment plan available, it shall offer the Customer the option of:
    - i. agreeing to pay monthly bills for future residential water service as they become due, plus the monthly deferred payment installment, or
    - ii. agreeing to pay a budget billing or equal payment plan amount set by the Company for future residential water service plus the monthly deferred payment installment.
  - b. When negotiating a deferred payment agreement with a utility that does not offer a budget billing or equal payment plan, the account holder shall agree to pay the monthly bills for future residential utility service plus the monthly deferred payment installment necessary to liquidate the delinquent bill.
  - c. The terms of the deferred payment agreement shall be set forth in a written agreement, a copy of which shall be provided to the Customer.
  - d. A deferred payment agreement may include a finance charge as approved by the

- Commission. If a finance charge is assessed, the deferred payment agreement shall contain notice of the charge.
- E4. **Breach.** If an applicant or account holder breaches a condition or term of a deferred payment agreement, the public utility may treat that breach as a delinquent account and shall have the right to disconnect service pursuant to these rules, subject to the right of the Customer to seek review of the alleged breach by the Commission, and the account holder shall not have the right to a renewal of the deferred payment agreement. Renewal of deferred payment agreements after the breach shall be at the utility's discretion.

## REGULATION F

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### TERMINATION OF RESIDENTIAL SERVICE

- F1. **Delinquent Account.** A delinquent account is a water service bill which has remained unpaid beyond the statement due date.
- F2. **Notice.** When an account is a delinquent account, the Company, before termination of service, shall issue a written late notice to inform the account holder of the delinquent status. See F8, below, for the information that must be provided to the account holder.
- F3. **Investigation and Negotiation.** When the Customer responds to a late notice or reminder notice the Company will investigate disputed issues and try to resolve the issues by negotiation. During this investigation and negotiation, no other action shall be taken to disconnect the residential utility service if the Customer pays the undisputed portion of the account.
- F4. **Reasons for Termination of Service.**
- a. Residential utility service may be terminated for the following reasons:
    - i. Non-payment of a delinquent account;
    - ii. Non-payment of a deposit when required;
    - iii. Failure to comply with the terms of a deferred payment agreement or a Utah Public Service Commission order;
    - iv. Unauthorized use of, or diversion of, residential utility service or tampering with wires, pipes, meters, or other equipment;
    - v. Subterfuge or deliberately furnishing false information; or
    - vi. Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements in accordance with R746-200-4(B), Estimated Billing, Subsection (2).
  - b. The following shall be insufficient grounds for termination of service:
    - i. A delinquent account, accrued before a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service;
    - ii. The cohabitation of a current account holder with a delinquent account holder

whose utility service was previously terminated for non-payment, unless the current and delinquent account holders also cohabited while the delinquent account holder received the Company's service, whether the service was received at the current account holder'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 (2) months;
- iv. Failure to pay an amount in bona fide dispute before the Commission;
- v. Payment delinquency for third party services billed by the Company, unless prior approval is obtained from the Utah Public Service Commission; and

**F5. Restrictions upon Termination of Service During Serious Illness.**

If a public utility receives a serious illness or infirmity statement:

- a. the public utility shall continue or restore residential utility service for the period set forth in the statement or one (1) month, whichever is less;
- b. the public utility is not required to provide the continuation or restoration described in R746-200-7.D.1.a. more than two (2) times to an individual customer or residence during the same calendar year; and
- c. the account holder is liable for the cost of residential utility service during the period of continued or restored service.

**F6. Restrictions upon Termination of Service to Residences with Life-Supporting Equipment.**

- a. After receiving a life-supporting equipment statement, the public utility:
  - i. shall mark and identify applicable meter boxes where the life-supporting equipment is used;
  - ii. may not terminate service to the residence unless the public utility has complied with (R746-200- 7(D)(2); and
  - iii. may request annual verification from the licensed medical provider of the life-supporting equipment.
- b. A public utility may terminate service on an account where the public utility has received a life-supporting equipment statement and the related medical provider verification, if:
  - i. the account is in default;
  - ii. the public utility has:
    - A. followed R746-200-5 on offering a deferred payment agreement; or
    - B. if R746-200-5 does not apply, allowed the Customer one (1) month to enter into a deferred payment agreement that may last up to 12 months;
  - iii. after complying with R746-200-7(D)(2)(b)(ii), the public utility has provided to the Customer a written notice of proposed termination of service that:
    - A. clearly and plainly informs the Customer of the Customer's rights

- under R746-200-7(D)(2) and of the Customer's right to an expedited complaint hearing under R746-200-8(E); and
- B. complies with R746-200-7(G)(1);
  - iv. the public utility has provided to the Customer a 48-hour notice of termination of utility service that complies with R746-200-7(G)(2); and
  - v. the public utility has complied with all other applicable provisions of R746-200-7.
- c. The account holder is liable for the cost of residential utility service during the period of service, including throughout all proceedings related to life-supporting equipment.
- F7. **Termination of Service Without Notice.** The Company may terminate residential utility service without notice when, in its judgment, a clear emergency or serious health or safety hazard exists for so long as the conditions exist, or when there is unauthorized use or diversion of residential utility service or tampering with wires, pipes, meters, or other equipment owned by the Company. The Company shall immediately try to notify the Customer of the termination of service and the reasons therefor.
- F8. **Notice of Proposed Termination of Service.** At least ten (10) calendar days before a proposed termination of residential utility service, or at least 30 calendar days before a proposed termination if the residential utility service customer has provided to the public utility a life-supporting equipment statement, a public utility shall give written notice of disconnection for nonpayment to the account holder. The 10-day or 30-day time period is computed from the date the notice is postmarked or the date it is electronically sent to customers eligible for electronic delivery. The notice shall be given by first class mail or delivery to the premises unless the Customer has voluntarily enrolled in a paperless electronic billing program in which case the notice may be sent by electronic mail. The notice shall contain a summary of the following information:
- a. a Statement of Customer Rights and Responsibilities under existing state law and Commission rules;
  - b. the Commission-approved policy on termination of service for that utility;
  - c. the availability of deferred payment agreements and sources of possible financial assistance, including but not limited to State and Federal energy assistance programs;
  - d. informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address, website, and telephone number;
  - e. specific steps, printed in a conspicuous fashion that may be taken by the Customer to avoid termination of service;
  - f. the date on which payment arrangements must be made to avoid termination of service; and
  - g. subject to the provision of Subsection R746-200-1(E), Customer Information, a conspicuous statement, in Spanish, that the notice is a termination of service notice, and that the utility has a Spanish edition of its customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.

- F9. **Personal Notification.** At least forty-eight (48) hours before termination of service is scheduled, the utility shall make good faith efforts to notify the account holder or an adult member of the household, by mail, by telephone or by a personal visit to the residence. If personal notification has not been made either directly by the utility or by the Customer in response to a mailed notice, the utility shall leave a written termination of service notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the Customer, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48-hour notice can be the final notice before the termination of service. If termination of service is not accomplished within 15 business days following the 48-hour notice, the utility company will follow the same procedures for another 48-hour notice.
- F10. **Third-Party Notification.** The Company will send duplicate copies of 10-day termination of service notices to a third party designated by the account holder and shall make reasonable efforts to personally contact the third party designated by the account holder before termination of service occurs if the third party resides within its service area. The Company shall inform its Customers of the third-party notification procedure at the time of application for service and at least once each year.
- F11. **Rental Property.** In rental property situations where the tenant is not the account holder, and that fact is known to the Company, the Company will post a notice of proposed termination of service on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five (5) calendar days before the proposed termination of service. The posted notice will contain the information specified above. This notice provision applies to residential premises when the account holder has requested termination of service or the account holder has a delinquent bill. If non-payment is the basis for the termination of service, the Company will also advise the tenants that they may continue to receive utility service for an additional thirty (30) days by paying the charges due for the 30-day period just past.
- F12. **Termination Hours.** Upon expiration of the notice of proposed termination of service, the Company may terminate residential utility service. Except for service diversion or for safety considerations, utility service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by Utah, or other times the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.
- F13. **Customer-Requested Termination of Service.** The Customer shall advise the Company at least three (3) days in advance of the day on which he/she wants service disconnected to his/her residence. The Company will disconnect the service within four (4) working days of the requested disconnect date. The Customer will not be liable for the services rendered to or at the address or location after the four (4) days unless access to the meter has been delayed by the Customer.

- F14. **Non-Occupants.** A Customer who is not an occupant at the residence for which termination of service is requested shall advise the Company at least 10 (ten) days in advance of the day on which he/she wants service disconnected and sign an affidavit that he/she is not requesting termination of service as a means of evicting his/her tenants. Alternatively, the Customer may sign an affidavit that there are no occupants at the residence for which termination of service is requested and thereupon, the disconnection may occur within four (4) days of the requested disconnection date.
- F15. **Restrictions Upon Termination of Service Practices.** The Company will not use termination of service practices other than those set forth in the rules (R746-200) by the Public Service Commission. The Company shall have the right to use or pursue legal methods to ensure collections of obligations due to it.
- F16. **Reconnection of Discontinued Service.** The Company will have personnel available twenty-four (24) hours each day to re-connect utility service. Service will be re-connected as soon as possible, but no later than the next generally recognized business day after the Customer has requested reconnection and complied with all necessary conditions for reconnection of service, which may include payment of reconnection charges and compliance with deferred payment agreement terms.

## REGULATION G

*These regulations are included as part of the tariff because they are the ones most inquired about by both the Water Company and the Water Customers. They are **NOT** all-inclusive but included here as a ready and convenient reference. Regulations may change from year to year, and these may **NOT** be consistent with current regulations – it is the Company's and Customers' responsibility to verify you are using the current regulations.*

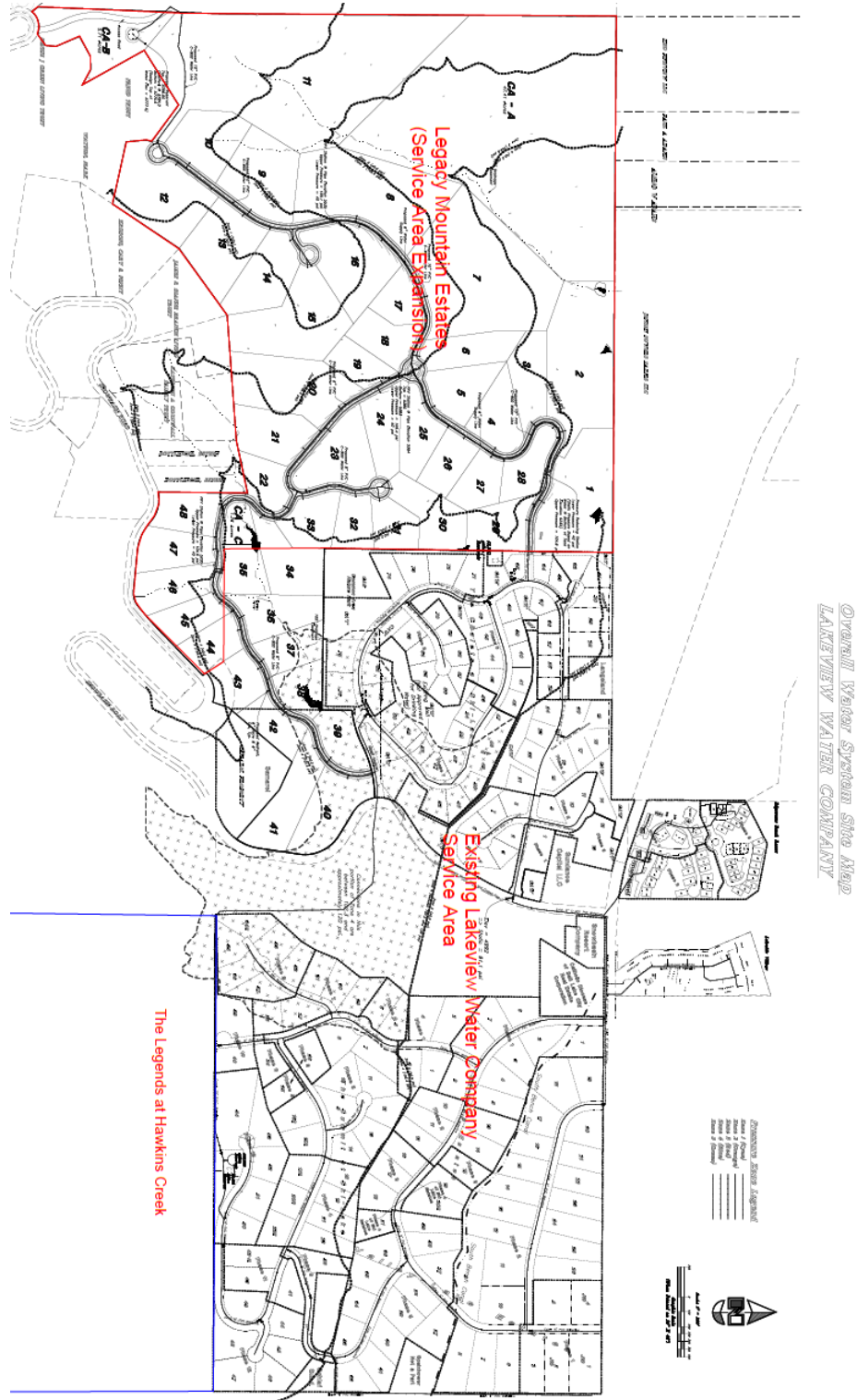
*The complete and current regulations and rules applicable to all regulated water utilities can be found in Utah Code Title 54 and Utah Administrative Rules Section 746.*

### INFORMAL REVIEW, MEDIATION, AND FORMAL REVIEW

- G1. **Informal Review.** A Customer who is unable to resolve a dispute with the Company concerning a matter subject to Utah Public Service Commission jurisdiction may obtain an informal review of the dispute by a designated employee within the Division of Public Utilities. The procedures for informal review shall be as set forth in Utah Administrative Rule R746-200-8.
- G2. **Mediation.** If the Company or the complainant determines that they cannot resolve the dispute by themselves, either of them may request that the Division attempt to mediate the dispute, as set forth in Utah Administrative Rule R746-200-8.
- G3. **Division Access to Information During Informal Review or Mediation.** The utility and the complainant shall provide documents, data or other information requested by the Division, to evaluate the complaint, within five (5) business days of the Division's request, if reasonably possible or as expeditiously as possible if they cannot be provided within five (5) business days.
- G4. **Formal Review.** The Utah Public Service Commission, upon its own motion or upon the petition of any person, may initiate formal or investigative proceedings upon matters arising out of informal complaints.



**SERVICE AREA MAPS**



Effective date: October 1, 2023

Docket No. 22-540-01