

Third Corrected Attachment A

~~WATER SERVICE REGULATION NO. 9~~

~~STATE OF UTAH~~

~~RESIDENTIAL SERVICE~~

~~1. AVAILABILITY~~

~~This Schedule is for approved water to be delivered through a meter at a single Point of Delivery for a single family residence, or for commercial purposes at a single business connection.~~

~~Each separate dwelling or living unit shall be metered, except by agreement with the Company, and in that event each dwelling or living unit shall be charged for water service by dividing the amount of water used by the number of dwelling or living units. Each dwelling or living unit shall be charged at least the minimum and any overage shall be pro-rated among all dwelling or living units.~~

~~2. MONTHLY BILLING RATE~~

~~(I) The monthly Billing Rate Shall Be:~~

Monthly Gallons Consumed	Monthly Rate
0 to 12,000	3 Year Phase-In: January 1, 2008 -\$26.00 January 1, 2009 -\$34.00 January 1, 2010 -\$35.00
12,001 to 15,000	\$3.25 per 1,000 gallons
20,001 to 40,000	\$3.75 per 1,000 gallons
40,001 to 60,000	\$4.25 per 1,000 gallons

~~ISSUED: December 14, 2007~~

~~EFFECTIVE: January 1, 2008~~

~~LAKEVIEW WATER CORPORATION~~

~~Original Sheet No. 1
P.S.C. Utah No. 9~~

~~60,001 to 80,000 \$5.50 per 1,000 gallons~~

~~>80,000 \$7.00 per 1,000 gallons~~

~~All connections physically connected to the Company's lines shall be charged the minimum fee for 0 to 12,000 gallons (as listed above) per month per connection regardless of whether any water is consumed during any given month or months.~~

~~3. STANDBY FEE~~

~~(I) All Customers owning connections which are not physically connected to the Company's lines shall pay a stand-by fee of \$10.00 per month per connection.~~

~~ISSUED: December 14, 2007~~

~~EFFECTIVE: January 1, 2008~~

~~LAKEVIEW WATER COMPANY~~

~~Notice to Water Users,~~

~~On December 29, 2007, the Public Service of
Utah approved the Company's application for a
rate increase and a change in the rate structure.
Effective January 1, 2008, the new rates
applicable to all water users in the Company's
service area are as follows:~~

~~First 12,000 gallons — 3 Year Phase-In:
January 1, 2008 — \$26.00
January 1, 2009 — \$34.00
January 1, 2010 — \$35.00
12,001 — 20,000 gallons \$ 3.25 per 1,000 gallons
20,001 — 40,000 gallons \$ 3.75 per 1,000 gallons
40,001 — 60,000 gallons \$ 4.25 per 1,000 gallons
60,001 — 80,000 gallons \$ 5.50 per 1,000 gallons
80,001 gallons \$ 7.00 per 1,000 gallons~~

~~The new rate structure is designed to
provide ample water for your reasonable needs,
but also to encourage conservation by making
water use which is well in excess of the State
standards for household water consumption more
expensive. The January 1, 2008 water bill for
the month of December, 2007, was figured on the
old rates.~~

~~Lakeview Water Company~~

~~ISSUED: December 14, 2007~~

~~EFFECTIVE: January 1, 2008~~

~~WATER SERVICE REGULATION NO. 11~~

~~STATE OF UTAH~~

~~CONNECTION FEE AND MAINTENANCE~~

~~1. AVAILABILITY~~

~~The Company shall, upon the signed application of the Customer or his authorized agent, connect those dwelling or living units as are authorized to the Company's system for a fee as set out below, which includes meter, necessary fitting for the meter risers and installation, meter box and cover, and connection to the Company's main, including the valve and three feet of galvanized copper pipe.~~

~~2. CONNECTION FEES~~

(I) Type of Connection	Size of Service	Fee Per Dwelling Unit
Single Family Dwelling Unit		
within a subdivision as defined in Regulation No. 14 where Company's Lines and extensions are Provided by the Developer	3/4	\$3,500
Other Single Family Dwelling Units and single business connections	3/4	\$4,000

~~ISSUED: December 14, 2007~~

~~EFFECTIVE: January 1, 2008~~

Lakeview Water Corporation
Tariff No. 3

~~Multiple Family Dwellings~~

~~All dwelling units shall be individually metered except by written agreement between the Customer and Company. No such agreement shall be entered into except with the owner of multiple family rental units or a home-owners association or similar responsible party in the case of condominium type developments. In any such event the connection fee shall be \$3,000 for each dwelling unit to be served through the same meter. The size of service shall be determined by the Company's engineer.~~

~~3. INSTALLATION~~

~~The Company shall not be responsible for installation of customer's water lines or for excavation as may be required to install the customer's water line.~~

~~4. MAINTENANCE OF WATER LINES~~

~~The Customer shall have sole responsibility to maintain all water lines from the meter to the area of ultimate use. The Customer shall be responsible for replacement of all defective water lines on his side of the meter loop.~~

~~When it comes to the attention of the Company that any Customer's water line is defective or any Customer is allowing water to escape from the water lines, the Company shall give notice to the Customer of such defect or escape of water and if the defective line is not replaced or the cause of the loss of water corrected, the Company shall then have the right to discontinue water service until the defect or cause for the escape has been corrected.~~

~~ISSUED: December 14, 2007~~

~~EFFECTIVE: January 1, 2008~~

Lakeview Water Corporation
Tariff No. 3

TARIFF NO. 3

APPLICABLE TO WATER SERVICE

LAKEVIEW WATER CORPORATION

RATES AND FEES SCHEDULE
AND
RULES AND REGULATIONS

Effective: XXXX, 2023

Docket Number: 22-540-01

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GENERAL PROVISIONS

- ~~1. These Water Service Regulations govern the supplying and receiving of water service to assure each Customer the greatest enjoyment of water service consistent with good service and safety to themselves and other Customers and also consistent with good operating practices and the Rate Schedules of the Company.~~
- ~~2. These Regulations supersede all previous Regulations which may have been in effect, and may be revised, when occasion requires, upon approval of the Public Service Commission of Utah. Copies are available at the offices of the Company.~~

GENERAL DEFINITIONS

~~1. The following terms when used in this Tariff and in the application or agreement for water service shall have the meanings given below unless clearly indicated otherwise:~~

~~a. Company — Lakeview Water Corporation.~~

~~b. Connection Fee — The fee charged to a customer to pay for Lakeview Water's costs to extend a partial service lateral (or "stub") from the water's main line to the edge of the customer's property on which water service is required.~~

~~e. Customer — An individual, partnership, corporation, organization, governmental agency, political subdivision, municipality, or other entity contracting with the Company for water service at one location and at one point of delivery.~~

~~d. Service Lateral — The pipe system from the building to the water line owned, operated, and/or controlled by the Company.~~

~~e. Water Service — The availability of water at the Customer's point of delivery whether water is used or not.~~

~~f. Point of Delivery — The point, unless otherwise specified in the application for water service, service agreement or contract, at which the Company's service is connected with lines of the Customer being the Customer's side of the meter loop. Each Point of Deliver shall be separately metered.~~

~~2. These Regulations supersede all previous Regulations which may have been in effect, and may be revised, when occasion requires, upon approval of the Public Service Commission of Utah. Copies are available at the offices of the Company.~~

WATER SERVICE AGREEMENTS

- ~~1. **Application for Service.** Each prospective customer desiring Water Service may be required to sign the Company's standard form of application for Water Service or other evidence of agreement before service is supplied by the Company. For Water Service in large quantity or under special conditions, the Company may require a suitable written agreement. No such agreement or any modification thereof shall be binding upon the Company until executed by a duly authorized officer; if executed, it shall inure to the benefit of and being binding upon the heirs, administrators, executors, successors in interest and assigns of the Company and of the Customer.~~
- ~~2. **Implied Service Agreement.** In the absence of a signed agreement of application for service, the delivery of water by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for delivery and acceptance of water under the terms and conditions contained in the applicable rate schedule and these Water Service Regulations.~~
- ~~3. **Water Service Agreement, Rate Schedule, and Water Service Regulations.** These Regulations and the applicable Rate Schedule are hereby made a part of each Water Service Agreement, expressed or implied. In case of a conflict between any of the provisions of the Water Service Agreement, Rate Schedule, and the Water Service Regulations, the provisions of the Rate Schedule will take precedence followed by the provisions of the Water Service Regulations.~~
- ~~4. **Remedies of Company.** For any default or breach by Customer of a Service Agreement, including failure to pay bills promptly, Company, in addition to all other legal remedies, may terminate the Service Agreement or suspend service. No such termination or suspension will be made without 48 hours written notice to Customer, stating how the Service Agreement has been violated except in cases of theft or unauthorized use or disposition of service by Customer, or in case of a dangerous condition of Customer's side of the Point of Delivery of which the Company is made aware, or in case of utilization by Customer of Service in such manner as to cause danger to persons or property or to jeopardize service to Customer or others of which the Company is made aware. Failure of the Company at any time after any such default or break either to suspend supply of service, to terminate the Service Agreement, or to resort to any other legal remedy, shall not affect Company's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by Customer.~~

SUPPLY AND USE OF SERVICE

- ~~1. **Supply of Service.** Each individual residential user, each separately operated business activity, and each separate building will be considered an individual customer for billing purposes, except that if several buildings are occupied and used by one customer in the operation of a single business, the Company will furnish service for the entire group of buildings through one service connection at one Point of Delivery, provided all such buildings are located on contiguous property not separated by property of other ownership or divided by public streets, roads, alleys, other public thoroughfares, railroad tracks, or waterways.~~
- ~~2. **Customer's Use of Service.** Water Service will be supplied only under and pursuant to such applicable rate schedule or schedules as may from time to time be lawfully fixed and to these Water Service Regulations and any modifications or additions hereto lawfully made. Service shall be used by Customer only for the purposes specified in the service agreement and applicable rate schedule for schedules. The Customer shall not extend their water facilities for service to other customers or premises and shall not resell Water Service to any other person or entity.~~
- ~~3. **Continuity of Service.** The Company shall use reasonable diligence to provide steady and continuous service but does not guarantee its service against irregularities and interruptions. The Company, having used reasonable diligence, shall not be liable to Customers for any damages occasion by irregularities or interruptions.~~
- ~~4. **Suspension of Service for Repairs and Changes.** For the purposes of making repairs to or changes in Company plant, generating equipment, transmission or distribution system, or other property, the Company may, without incurring any liability therefor, suspend service for such period as may be required by will endeavor to avoid unnecessary inconvenience to the Customer. Whenever possible, the Company will give reasonable notice to the Customer prior to such suspension of service.~~
- ~~5. **Customer's Responsibilities.** The Customer assumes all responsibility on Customer's side of the Point of Delivery for service supplied or taken as well as for the water installation for service supplied or taken as well as for the water installation and appliances used in connection therewith, and will indemnify, save harmless and defend the Company against all claims, demands, costs or expenses for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission or use of Water Service by the Customer, at or on the Customer's side of the Point of Delivery.~~
- ~~6. **Access to Premises.** The Customer shall grant all necessary permission to enable the Company to install or maintain service on the premises of the Customer and to carry out its contract. The Company shall have the right through its agents, or other employees, to enter upon the premises of the Customer at all reasonable times for the purpose of reading, inspecting, repairing, or removing the metering devices and appliances of the Company and for all other purposes incident to the supplying or discontinuance of service. In the event the Customer is not the owner of the premises occupied, the~~

~~Customer shall obtain all such permissions from the owner thereof.~~

~~7. **Service Turn on and Turn off.** Only authorized representatives of the Company shall turn water service on or off, except in case of an emergency or when special permission is granted by the Company. 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 service is turned off at any premises, it shall not be turned on again until the Customer pays all delinquent balances owing, late charges, and turn-on fees as shown in the rate schedule.~~

COMPANY'S INSTALLATION

- ~~1. **Company's Installation.** Except as otherwise provided in these Service Regulations and in the Service Agreement or Rate Schedules, the Company will install and maintain its lines and equipment on its side of the Point of Delivery but shall not be required to install or maintain any lines or equipment of the customer. Only agents of the Company are authorized to connect Company meters or tap any company lines.~~
- ~~2. **Company Property.** All lines, apparatus, instruments, meters, and materials furnished and installed by the Company at its expense, shall be, and remain, the property of the Company, and may be removed by the Company. The Customer shall exercise proper care to protect the Company's property; and in the event of loss or damage to the Company's property, arising from neglect, carelessness, or misuse by the Customer the cost of necessary repairs or replacement shall be paid by the Customer.~~
- ~~3. **Service from Existing Lines.** Service will be supplied to the Customer from the Company's nearest line of sufficient capacity.~~
- ~~4. **Right of Way.** Customer, without expense to the Company, shall make or procure conveyance to the Company of satisfactory right of way easements across the property owned or controlled by Customer for the Company's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer and shall permit access thereto by the Company's employees at all reasonable hours.~~

METERING

- ~~1. **Installation.** The Customer shall make provision for the connection of metering equipment at a convenient place, readily accessible without risk of bodily harm to Company employees, free from vibration, corrosive atmosphere, and abnormal temperatures, in which to install the Company's metering equipment and shall furnish a meter base for Company's meter. All meter locations and provisions for connecting metering equipment are subject to approval by the Company. The Company will furnish, install, and maintain at its own expense the necessary meter or meters and accessories including meter loop(s) to measure the water used by the Customer. The Customer shall provide and maintain a satisfactory location for the installation without expense to the Company. The Customer will not interfere with or alter or permit interference with or alteration of the Company's meter or other property.~~
- ~~2. **Failure to Register.** If the Company's meter shall fail at any time to register accurately, the Company may estimate Customer's water usage during the time of such failure on the basis of the best available data. If any appliance is found on Customer's premises which prevent the meter from accurately recording the total amount of water used on the premises, the Company may at once remove such appliance and may estimate the amount of water consumed and not registered, as accurately as it is able to do so. The Customer will immediately pay for such estimated water consumption together with the expense of removing any such appliances and restoring the equipment of the Company to its normal operating conditions. The Company may also refuse further service or require the Customer to make such changes in their water service as the Company deems proper.~~
- ~~3. **Meter Tests and Adjustments.** Company will test and inspect its meters regularly and maintain their accuracy of registration in accordance with generally accepted practices and the rules and standards established by the Public Service Commission of Utah and remove any which do not record 97 to 103 percent accuracy. The Company will make special tests when requested by the Customer. If the meter tests within 97 to 103 percent of accuracy, the Customer will pay for the cost of such meter test if said meter has been inspected within the previous 12 months. Billing adjustment for all services will be made only for a period of 30 days after the last meter reading.~~

BILLING

~~1. **Rate Schedules.** The rates prescribed by all Rate Schedules are subject to revision upon approval of the Public Service Commission of Utah.~~

~~2. **Billing Period.** Bills will ordinarily be rendered regularly at monthly or bimonthly intervals but may be rendered more or less frequently at the option of the Company. Estimated bills will be rendered when regular meter readings are not secured.~~

~~3. **Address of Customer.** Bills will be mailed to the address of the Customer appearing in the Service Agreement or to such other address as Customer may from time to time request. When Customer vacates the premises where they are receiving service, the Service Agreement shall continue in effect until they notify Company to cancel or transfer said Agreement to another location, or until another Customer becomes responsible for service to said premises.~~

~~4. **Payment of Bills.** Bills for Water Service supplied during the preceding billing period and bills for stand by fees are due and payable within 15 days of the date rendered. Accounts remaining unpaid 30 days after being rendered will thereafter be charged interest at the rate of 1.5 percent per month from such date.~~

~~If a Customer who has prior unpaid bills tenders a payment of less than the full amount owed, the Company will apply said payment pro rata first to the charges in default and interest and the remainder, if any, to the current monthly charges unless otherwise agreed to by the Company.~~

DEPOSITS

- ~~1. **Deposits.** The Company at any time, in the absence of credit references satisfactory to the Company or because of habitual failure to regularly and promptly pay bills for service, may require a suitable cash deposit from any existing or prospective Customer to guarantee payment of bills. Such deposit shall not exceed three times the average monthly bill for the service desired.~~
- ~~2. **Interest.** Simple interest, computed from the date of deposit at the rate of 7 percent per annum will be paid by the Company upon all such deposits which have been held continuously by the Company for a period of 6 months or longer. Deposits with accrued interest, if any, will be repaid at the end of 24 months, or sooner at the option of the Company, unless the Customer has failed to regularly and promptly pay all their bills for service within 15 days after bills have been rendered. When, in the sole judgment of the Company, an extraordinary credit risk exists, the Company may hold the deposit of Customer for a period longer than 24 months even though Customer has regularly and promptly paid all their bills for service within 15 days after bills have been rendered. Upon final settlement of Customer's account, any unused balance of deposit with accrued interest, if any, will be returned to Customer less such amount as shall then be due to the Company, by the Customer, for service rendered. In computing interest, consideration shall be given only to major parts of months or dollars. (If Company has money on deposit, it must pay interest or make a refund.)~~
- ~~3. **Non Payment Bills.** An applicant for water service who is a former Customer of the Company and whose service was discontinued for non payment of bills will be required to make payments of all amounts remaining unpaid from their previous service in addition to a suitable deposit not to exceed three times the estimated average monthly bill.~~
- ~~4. **Payment of Amounts Due and Owing.** Company may apply all or any part of the Customer's deposit prescribed herein above to the payment of amounts due and owing the Company for service rendered and, if Customer shall fail to restore any such deposit to its full amount within 30 days after written request for restoration is mailed by the Company to Customer, Company may discontinue service until the deposit is restored to its full amount.~~

RESIDENTIAL SERVICE

~~1. **Availability.** This Schedule is for approved water to be delivered through a meter at a single Point of Delivery for a single family residence.~~

~~Each separate dwelling or living unit shall be metered, except by agreement with the Company, and in that event, each dwelling or living unit shall be charged for water service by dividing the amount of water used by the number of dwelling or living units. Each dwelling or living unit shall be charged at least the minimum and any overage shall be pro-rated among all dwellings or living units.~~

~~2. **Monthly Billing Rate.** The Monthly Billing Rate Shall Be:-~~

<u>Water Usage Rates</u>	
<u>Base Rate</u>	<u>\$78.50 min. fee</u>
<u>Tier 1</u> <u>1 to 8,000 gallons</u>	<u>\$3.50 per</u> <u>1,000 gallons</u>
<u>Tier 2</u> <u>8,001 to 16,000 gallons</u>	<u>\$5.50 per</u> <u>1,000 gallons</u>
<u>Tier 3</u> <u>16,001 to 24,000 gallons</u>	<u>\$11.00 per</u> <u>1,000 gallons</u>
<u>Tier 4</u> <u>24,001 to 32,000 gallons</u>	<u>\$16.50 per</u> <u>1,000 gallons</u>
<u>Tier 5</u> <u>> 32,001 gallons</u>	<u>\$25.00 per</u> <u>1,000 gallons</u>
<u>Stand-By Fee</u>	
<u>Single Connection</u>	<u>\$23.50</u>

~~Any fraction of 1,000 gallons shall be considered to be 1,000 gallons.~~

~~All connections physically connected to the Company's lines shall be charged the minimum fee of \$78.50 per month per connection regardless of whether any water is consumed during any giving month or months.~~

~~3. **Stand-By Fee.** All Customers owning connections which are not physically connected to the Company's lines shall pay a stand-by fee of \$23.50 per month per connection.~~

METER READINGS

- ~~1. All meters shall be read on a monthly basis whenever possible, and all billings delivered monthly. However, during those periods of time when the meters cannot be read on a monthly basis, each user shall be billed for the minimum usage as provided in these tariffs.~~
- ~~2. When the meters can again be read, the total gallonage used shall be computed by first deducting the minimum gallonage for each month the meters have not been read and then any overage shall be billed to the user at the rate as approved in these tariffs for water used in excess of the minimum usage. Such excess gallonage shall be billed in the month that the meter is read.~~

CONNECTION FEE AND MAINTENANCE

~~1. **Application.** The Company shall, upon the signed application of the Customer or their authorized agent, connect those dwellings or living units as are authorized to the Company's system for a fee as set out below, which includes meter, necessary fittings for the meter risers and installation, meter box and cover, and connection to the Company's main, including the valve and three feet of galvanized copper pipe.~~

~~2. **Connection Fees.**~~

<u>Connection Fees</u>	
Single Family Dwelling Unit (Developments) 3/4 inch	\$1,495
Other Single Family Dwelling Unit and Single Business Connections 3/4 inch	\$1,495
Multiple Family Dwellings	\$1,495

~~All dwelling units shall be individually metered except by written agreement between the Customer and Company. No such agreement shall be entered into except with the owner of multi-family rental units or a home owners association or similar responsible party in the case of condominium type developments. In any such event the connection fee shall be \$1,495 for each dwelling unit to be served through the same meter. The size of service shall be determined by the Company's engineer. The meter and all lines, materials, and labor to make the connection shall be furnished by the owner.~~

~~3. **Installation.** The Company shall not be responsible for installation of Customer's water lines or for excavation as may be required to install the Customer's water line.~~

~~4. **Maintenance of Water Lines.** The Customer shall have sole responsibility to maintain all water lines from the meter to the area of ultimate use. The Customer shall be responsible for the replacement of all defective water lines on their side of the meter loop.~~

~~When it comes to the attention of the Company that any Customer's water line is defective or any Customer is allowing water to escape from the water lines, the Company shall give notice to the Customer of such defect or escape of water and if the defective line is not replaced or the cause for the loss of water corrected, the Company shall then have the right to discontinue water service until the defect or cause for the escape has been corrected.~~

WATER SERVICE TURN ON

~~1. At any time, the Company is requested to turn on any meter that has been previously turned off, there shall be a "Turn On" fee of \$100 payable prior to service being restored to the Customer's Point of Delivery.~~

DISCONTINUANCE OF SERVICE

FORFEITURE OF SERVICE CONNECTION

~~1. **Discontinuance of Service.** If Customer violates the conditions under which Company supplies service under their Service Agreement and these Service Regulations, or if they fail, upon the request from the Company to pay an unsecured bill for service, Company may discontinue service upon not less than 48 hours' written notice stating the cause of such discontinuance, delivered to Customer or to the premises to which service is supplied. If the premises served is a leased or rental unit with the account billed in the name of the landlord, a copy of such written notice of discontinuance will also be sent to the tenant when the tenant makes a request for such notice of the Company and furnishes the Company with their name and address of said premises. In addition, the Company reserves the right to discontinue service upon notice for any of the following reasons:~~

- ~~a. For the use of water for any property or purpose other than that described in the application made therefor.~~
- ~~b. For failure to maintain in good order service entrance facilities or equipment owned by the Customer.~~
- ~~c. For tampering with any service facilities of the Company.~~
- ~~d. For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters or lines.~~
- ~~e. For fraudulent use of service.~~

~~The right to discontinue service for any of the above reasons may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of the Company to enforce this rule at any one or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the reason continues.~~

~~Forty eight (48) hours' written notice will be given to the Customer before service is discontinued under this provision, except in the case of danger of life or property, when the company may discontinue service without notice.~~

~~The Company will restore service when the cause of the discontinuance has been removed and payment of all proper charges due from the Customer including the reconnection charge set forth in these Service Regulations has been paid.~~

~~2. **Forfeiture of Service Connection.** If the Customer's service is discontinued for any reason as described above and the Customer fails to satisfy the cause for such discontinuance, or if the Customer fails to pay any fees or other sums due the Company, and any such failure continues for ninety days after written demand delivered to the Customer, the Company may serve upon the Customer by certified mail a notice of such~~

Lakeview Water Corporation
Tariff No. 3

~~failure and a notice of the Company's intent to terminate the Customer's connection. If the Customer does not satisfy the cause for discontinuance of service or pay the fees or sums due within thirty days from date of mailing such notice, the Customer's connection will be deemed terminated and forfeited and the Customer shall have no further right to service until and unless the Customer pays a new connection fee at the rates then in effect and provided the Company has such a connection for sale.~~

EXTENSION POLICY

1. Definitions:

~~a. Extension. An extension is any continuation of, or breach from, the nearest available existing line of the Company, including any increase in the capacity of an existing line or facilities to meet the Customer's requirements.~~

~~b. Subdivision. A subdivision is any development that requires the approval of the Weber County Planning Commission of the Weber County Commission.~~

~~2. Subdivision Extensions. The Company will make no extensions to or within a Subdivision. All extensions to or within a Subdivision shall be made by and at the sole cost of the developer of the Subdivision and only in strict accordance with plans and specifications approved by the Company.~~

~~3. Other than Subdivision Extensions. The Company will install an extension at its own cost to a Customer's point of delivery other than to or within a Subdivision if the estimated cost thereof does not exceed a sum equal to four times the annual revenue, estimated by the Company, to be derived by it from Water Service at the Customer's point of delivery. If the estimated cost of such main extension exceeds a sum equal to four times such annual revenue, the Applicant shall pay over to the Company, as a cash contribution in aid of such construction by the Company.~~

~~Joint or several applications may be made for such extension and the amount of any contribution in aid of the construction of the extension applied for shall be divided among such Applicants equally or upon such other basis as may be agreed upon by the Applicants and the Company.~~

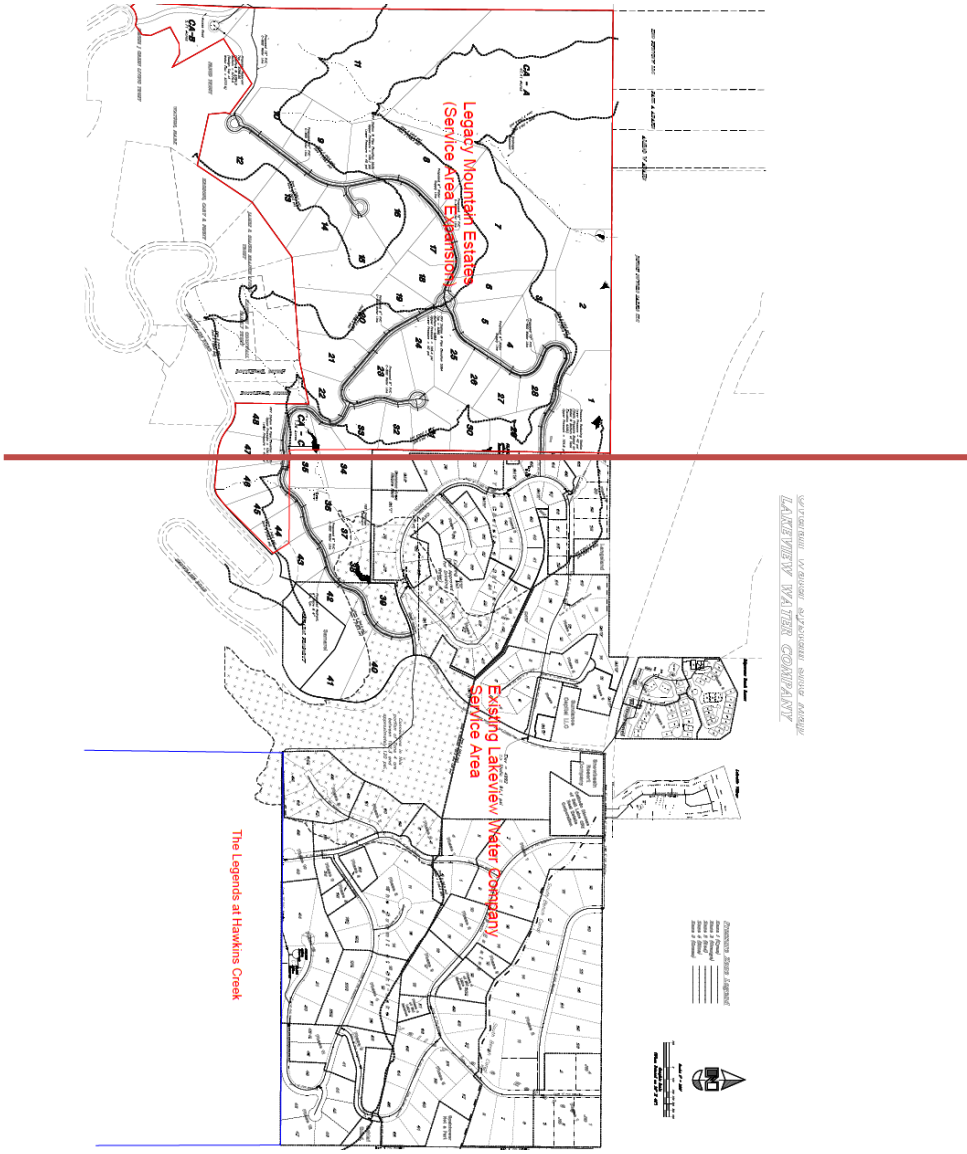
~~4. Extensions to Become Property of Company. All extensions shall become the property of the Company free and clear of all liens and encumbrances from the moment of their connection to the lines of the Company, regardless of whether such extensions are within or without a Subdivision, and regardless of whether such extensions are made at the Company's own cost, at the cost of a Subdivision developer, or with contributions in aid of construction.~~

~~Under no circumstance shall the Company be required to refund any contribution in aid of construction, connection fee, or other monies to any person in the event of subsequent extensions or connections to its lines.~~

~~Under no circumstance will the Company be required to permit a connection of an extension to its lines until it is satisfied that there are no liens or encumbrances against the extension to be connected to its lines.~~

~~5. Cases of Insufficient Capacity. In no event will the Company make an extension where the capacity of any of its facilities is insufficient to supply the anticipated demands of water service to any Customer or group of Customers, except on such terms and conditions as shall be agreed upon between the Company and the Applicant in writing.~~

SERVICE AREA MAP



LAKEVIEW WATER CORPORATION

RATES AND FEES SCHEDULE
AND
RULES AND REGULATIONS

TARIFF NO. 3

Effective Date: October 1, 2023

Docket No. 22-540-01

Effective date: October 1, 2023

Docket No. 22-540-01

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CULINARY WATER RATES, FEES, AND OTHER CHARGES

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

* 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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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.

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 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

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.

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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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.

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

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

