

**UNIFORM RULES AND REGULATIONS
FOR THE DISTRIBUTION OF WATER WITHIN
SOLDIER SUMMIT SPECIAL SERVICE DISTRICT**

WHEREAS, it is necessary, for the orderly administration and operation of the main water system and facilities of the Soldier Summit Special Service District to adopt rules and regulations governing water service to existing and future developments;

WHEREAS, the board has determined it be in the best interest of the District to amend and restate the Uniform Rules and Regulations for the Distribution of Water as set forth herein.

NOW, THEREFORE, be it resolved by the Administrative Control Board of the Soldier Summit Special Service District as follows:

SECTION 1

GENERAL

The District adopts the following uniform rules and regulations for the distribution of water within Soldier Summit Special Service District.

SECTION 2

DEFINITION OF TERMS

- 2.1 **Act.** The Utah Special Service District Act, Title 17A, Chapter 2, Section 1301 *et seq.*, Utah Code Ann. (1953), as amended.
- 2.2 **District.** The Soldier Summit Special Service District, a political subdivision of the State of Utah, organized and existing pursuant to the Act, and pursuant to the Order of the Fourth District Court, State of Utah.
- 2.3 **Governing Board.** The Administrative Control Board of the Soldier Summit Special Service District.
- 2.4 **Main Water System.** The District's water system, wells, water storage systems, all main water transmission pipelines, pumps, motors, valves, water meters and other systems and facilities up to the property line of each individual Water User, including the meters, meter setters, meter boxes, back-flow prevention valves, shutoff valves, read-out gauges and appurtenances, which are now or may hereafter be owned, operated and maintained by,

related to, associated with or otherwise necessary for the development, storage, transportation and distribution of water to individual Water Users within the District's boundaries.

2.5 Service Lateral. The water pipeline and related equipment and facilities extending from the point of connection with the Main Water System to the applicant's premises to be served, but excluding the water meter, meter setter, meter box, back-flow prevention valve, shutoff valve and read-out gauges which shall be included as part of the Main Water System even if located within the property of the Water User.

2.6 Water User. The owner of a residential structure, business, or vacant lot that is connected to the Main Water System for the purpose of receiving retail water service from the District.

SECTION 3

PURPOSE

The District shall provide retail water service to all properties currently connected to the Main Water System and located within its political boundaries. The District may provide retail water service to additional properties located within the District boundaries, if the District determines that the District has sufficient excess capacity, distribution facilities, and water to provide such retail water service. Service will be provided through facilities, systems and property that may be acquired for this purpose through construction, purchase, lease, contract, rental, donation, gift or condemnation, or any combination of the foregoing, or through any other lawful means available to the District under its express or implied powers. This resolution has been adopted to promote the orderly construction, operation, maintenance, repair, replacement and enlargement of the Main Water System operated by the District and to establish a uniform set of rules which are contractual conditions for the District to provide water service to Water Users within the service area of the District.

SECTION 4

SERVICE TO INDIVIDUAL WATER USERS

4.1 Water Service to Water Users. The District shall provide water service to all Water Users currently connected to the Water System.

4.1.1 All Water Users, as a condition to water service, shall be required to pay all water service fees and charges imposed by the District pursuant to Section 5.2.1 and otherwise comply with these and all other lawful rules and regulations of the District as they now exist or as they may be established and/or amended in the future.

4.2 **Water Service to New Connections.** Each applicant for service to a new connection, shall comply with the following:

- 4.2.1** Each applicant shall pay a connection fee in an amount to be determined from time-to-time by separate resolution of the Governing Board (the "Connection Fee"), which shall be used by the District to pay out-of-pocket costs incurred by the District for contract payments due and owing by it for the Main Water System, and the acquisition and installation of the water meter, meter setter, meter box, back-flow prevention valve, shutoff valve, read-out gauges and appurtenances, and for all costs incurred by the District in its inspection of the construction and installation of the Service Lateral by the applicant's contractor.
- 4.2.2** The water meter (if required by the District), meter setter, meter box, back-flow prevention valve, shutoff valve, read-out gauges and appurtenances for each new connection shall be acquired, constructed and installed by the District. A shutoff valve shall be installed on the Service Lateral at the connection to the Main Water System and the property or street right-of-way line. The meter, if required, shall be installed at the District's stop on the applicant's side of the shutoff valve.
- 4.2.3** The applicant, at its sole cost and expense, shall acquire, construct and install the Service Lateral extending from the point of connection with the Main Water System to the premises to be served and shall connect the same with the Main Water System. Service connections to the Main Water System for new residential units and repairs to existing service lines shall be excavated, constructed and installed only by contractors qualified and authorized to proceed under the provisions Section 4.2.4 below. No water shall pass through the Service Lateral until the District has inspected and approved the connection. Upon the District's inspection and approval of the metered connection and its written receipt of the connection fee, the District shall turn water on for the Water User.
- 4.2.4** No individual, entity, contractor or other party may commence the work necessary to connect to the Main Water System or make repairs to the Service Laterals connected to the Main Water System without first making application to the District and qualifying in conformance with the following:

- (a) To qualify, every contractor, person or entity intending to connect Service Laterals to the Main Water System, or to repair existing Service Laterals connected to the Main Water System (the "Contractor"), shall submit an application to the District (the "Contractor Application").
- (b) The Contractor Application shall be completed on a form supplied by the District which includes the name of the Contractor, the Contractor's business name, contractor license number, insurance company, principal owner or supervisor of the work, and the name and telephone number of every person supervising a crew which will be qualified to work for the Contractor within the District. The Contractor Application shall include a written statement signed by the Contractor wherein the Contractor affirms that he has read, understands and will comply with the District rules and regulations and plans and specifications regarding the installation and repair of the Service Lateral.
- (c) The Contractor Application shall be accompanied by a bond in favor of the District in an amount of not less than \$5,000.00 to assure that the applicant will comply with all rules and regulations and plans and specifications of the District. The compliance bond may be a cash bond or may be a corporate surety bond by a qualified insurer licensed to do business in the State of Utah.
- (d) The Contractor shall, as part of the Contractor Application: (i) if necessary, secure a permit to cut the road and excavate in the roadway; (ii) agree to maintain strict compliance with applicable standards for excavation and restoration of the road; (iii) provide to the District a current certificate of insurance demonstrating that the contractor who will perform the work has in force a comprehensive liability policy with limits of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per individual for payment of loss; (iv) notify the applicable Dispatcher of road closing for rerouting of emergency vehicles; and (v) provide a diagram of the proposed service and meter location for approval.
- (e) If the Contractor furnishes the required bond, and is not subject to contractor license complaints, other known noncompliance or workmanship complaints and demonstrates satisfactory knowledge of the procedures necessary to

complete the work in a satisfactory manner, the District may find that the Contractor is qualified to perform the work as required by this section and he may commence the same.

4.2.5. No connection larger than a three-fourths (3/4) inch meter shall be made except upon receipt of the prior written approval of the District. The connection fee for such larger connection shall be determined by the Governing Board on an individual basis.

4.3 **Sale or Transfer of Premises.** Each Water User shall report to the District's business office, the sale or transfer of any property and request the termination of service to the property. The District, upon receipt of this written notice and request, shall read the meter (if applicable), weather conditions permitting, and shall, at its option, close the shutoff valve and terminate water service to the unit or facility. Where it is not possible to read the meter (if applicable), the District shall estimate the metered use of the Water User as provided in Section 6.6.1 hereof. The subsequent Water User shall be required to make a formal application for renewed service to the home or structure on a form provided by the District. As a precondition to renewed service, the proposed Water User shall sign a service agreement on a form provided by the District in which it agrees to pay all fees, services and other charges imposed by the District and to comply with the lawfully-adopted rules and regulations of the District. Subject to payment to the District of a resumption of service fee in an amount to be determined from time-to-time by separate resolution of the Governing Board, upon compliance with all of the foregoing terms and conditions of this subsection, water service shall be restored to the premises.

SECTION 5

WATER SERVICE FEES AND CHARGES

5.1 **Imposition of Water Service Fees and Charges.** The District shall impose water service fees and charges upon each service connection for the purpose of: (i) purchasing, using, leasing or obtaining water; (ii) operating, repairing, maintaining, replacing, rebuilding or making capital improvements to the Main Water System; (iii) establishing and funding a reserve fund to cover major repairs, improvements and replacement of the Main Water System; (iv) paying taxes and insurance on the Main Water System and the District; (v) complying with local, state and federal laws, ordinances, statutes and regulations governing the ownership, operation and maintenance of the Main Water System; (vi) paying legal and

other professional and consulting fees and charges, and (vii) paying for, providing and/or accomplishing all other purposes, items or services as shall be necessary or desirable to enable the District to provide water service to its Water Users. The water service fees and charges shall be set by the Governing Board by separate resolution and may be changed from time to time all at the discretion of the Governing Board.

5.2 Water Service Fees, Ready to Serve Maintenance Fee and Impact Fees. Water Service Fees, Ready to Serve Maintenance Fees and Impact Fees shall be established by the Governing Board and imposed in conformance with the following:

5.2.1 Water Service Fee. The Water Service Fee shall be established and paid as follows:

- (a) The Water Service Fee shall consist of: (i) a base usage fee which shall be paid based upon the type of connection, residential or commercial, if the connection is not metered, or, if metered, based upon a set quantity of water authorized for use each month as determined by the Governing Board, and shall be due and payable in full whether the base quantity is fully utilized by any Water User in any one month or not; and (ii) an overage charge which shall be paid based upon an established rate per gallon for that quantity of water used in any one month which is in excess of the base quantity of water, which charge shall be calculated each month and billed with the base usage fee.
- (b) The Water Service Fee shall be billed monthly or on such other interval as established by the Governing Board, and shall be in addition to all other fees and charges lawfully imposed by the District.
- (c) The District may impose late charges and interest on any past due Water Service Fee or any unpaid portion thereof, which may be revised from time to time. The amount of any such service charge and interest rate shall be imposed by separate resolution of the Governing Board.

5.2.2 Ready-to-Serve Maintenance Fee. In order to insure that the District has sufficient revenues in hand to operate and maintain the Main Water System in a “ready-to-serve status” and to preserve the District’s water rights in good standing for the benefit of the owners of developed lots within the service area of the District who are not connected to the water system, the District may impose a Ready-to-Serve

Maintenance Fee against the owners of said lots. The Ready-to-Serve Maintenance Fee shall be charged at such billing intervals as determined by the Governing Board of the District. This Ready-to-Serve Maintenance Fee is subject to change from time to time by the Governing Board of the District by separate resolution. The Ready-to-Serve Maintenance Fee shall continue to be imposed until such time as the District receives a request for water service and a signed service agreement from said lot owner, and the District determines that the District has sufficient excess capacity and water to provide retail water service; whereupon the Ready-to-Serve Maintenance Fee imposed by this Section shall cease and the applicant shall commence paying the Water Service Fee imposed by the District from and after said date.

5.2.3. Impact Fees. The District may impose Impact Fees in conformance with the provisions of the Utah Impact Fees Act, §11-36-101 *et seq.*, Utah Code Ann. (1953), as amended.

5.3 Termination of Service for Non-Payment of Water Service Fees and Charges. In the event of non-payment of the Water Service Fee and other service fees and charges imposed by the District, the District may terminate water service to an individual service connection after first providing the Water User with written notice of the delinquency, and providing the Water User an opportunity to cure the default. The Water User may request a hearing of the Governing Board regarding any such delinquency, and petition for the resumption of services without payment of any resumption of service charges due to delinquencies. In the event a delinquency is not cured within the notification period, the District shall terminate water services to the premises involved. The Water User shall be required to pay a resumption of service fee in addition to curing the delinquencies as a condition to the resumption of water services.

5.4 Collection of Delinquent Water Service Fees and Charges. In accordance with the service agreement, any service fees or other charges lawfully imposed by the District, including reasonable attorney's fees incurred through collection, shall be collected by the District by any lawful means.

SECTION 6

ANNEXATION AND SERVICE TO NEW CONNECTIONS

- 6.1 Annexation Required for Service.** It is the policy of the District to provide water services to those properties within its political boundaries, to the extent that the District determines that the District has water system capacity, delivery facilities, and sufficient water to provide such water service. Any individual or entity desiring water service for property located outside the boundaries of District must annex into the District as a condition to receiving water service.
- 6.2 Annexation Conference.** Prior to filing any petition for annexation to the District, the owner of the property proposed for annexation shall arrange a conference with the Governing Board to describe the proposed project, the area proposed for annexation, the number of connections to serve the proposed project, and any other relevant information requested by the Governing Board at the conference. At or after the conference, the District may request that the developer sign an agreement to pay the costs of consideration of the annexation and supply in writing specific details concerning the property, the facilities, transmission lines, storage reservoirs, water sources, easements or other property interests and water rights which the owner proposes to develop for the new development and dedicate to the District upon annexation. The District request shall constitute a requirement for information which is a condition that must be satisfied before the Governing Board shall recommend the annexation.
- 6.2.1** As a further condition to recommending the annexation, the District shall require the annexing owner to make a deposit of funds in an amount determined by the Governing Board to be adequate to compensate the Board for the services of a District engineer, hydrologist, attorney, accountant or other professional consultant deemed advisable by the Governing Board to assist the Governing Board in reviewing the application by the owner for annexation and the Governing Board may require that a deposit in the amount of the funds required shall be made to the District to compensate the District for the cost of such professional assistance in the course of reviewing and considering the application for service.
- 6.2.2** The Governing Board shall hold such hearings as the Governing Board deems advisable to disclose the annexation proposal and related issues to the public and to receive public comment on the proposal for annexation and upon the demands or impacts of the annexation upon the District and its facilities and resources. During

the process of review of the annexation application, the Governing Board may request additional information and may require additional design, engineering and other studies, from time to time, to assist the Governing Board in its consideration of the application. The owner shall provide all requested information at the owner's sole expense.

6.2.3 The owner may be required to calculate the extent of use on each proposed separate property proposed for development, restrictions on irrigation and total use, verification of the hydrologic capacity of sources proposed for transfer or dedication to the District and the Governing Board may request such verification of water source capacity as the Governing Board deems advisable under the circumstances. The owners shall further be required to provide such information as the Governing Board deems advisable for compliance with water quality standards for drinking water and may, as determined by the Board, be required to pay a differential service fee rate structure to serve the property proposed for annexation in the event the cost of service to the area to be annexed exceeds the cost of service to the other areas within the District's service area. The District shall make a recommendation concerning the proposed annexation and define the requirements of the District to be fulfilled prior to annexation. If the Governing Board does not vote to approve the annexation, the annexation shall be found to be not in the best interest of the District.

6.2.4 No application for annexation shall be granted unless and until a finding is made approving the water sources, water rates, easements, property interests, water rights and all other matters determined by the Governing Board to be required to serve the area proposed for annexation.

6.3 **Conditions Precedent to Service to New Connections.** Each applicant requesting service to a new connection located within the District boundaries must comply with all of the following conditions precedent in order to obtain water service from the District.

6.3.1 If the District, in its discretion, determines that the District has excess capacity, adequate delivery systems, and sufficient water rights to accommodate the proposed connection, the applicant shall pay an impact fee duly levied by the District to pay the applicant's appropriate contribution to the cost of existing water rights. If the District lacks water rights to serve the proposed connection, the applicant must obtain and

perfect its own year-round municipal water rights, acceptable to the District, of sufficient quantity to satisfy current Utah State Engineer and the requirements of the Utah Department of Environmental Quality, Division of Drinking Water (“Division of Drinking Water”), and these rules and regulations for applicant’s intended connection.

- (a) Applicant shall transfer to the District, without cost, and by an appropriate instrument of conveyance acceptable in form to the District, all water rights comprising applicant’s municipal water supply, free and clear of all liens and encumbrances, except as may be expressly approved and accepted by the District in writing.
- (b) Thereafter, the District shall be the record owner of the water rights involved and the water represented thereby. The water rights shall then be commingled and become a part of the water rights and source of supply of the District, through which all of its Water Users will be served, including applicant’s proposed connection.

6.3.2 If the District has sufficient well capacity to accommodate the proposed connection, the applicant shall pay an impact fee duly levied by the District to pay the applicant’s appropriate contribution to the cost of existing well capacity. If the District lacks the required well capacity to serve applicant’s proposed connection, applicant shall transfer to the District a well or other suitable water source. Each water source to be transferred to the District shall have first been approved as to quality and suitability for culinary use within the District by the Division of Drinking Water, prior to the transfer of the same into the District. The quantity available for use and the producing capacity and drawdown curve of any well to be transferred to the District shall also be certified by a qualified professional engineer. Title to the well and all easements and appurtenances thereto shall be conveyed by appropriate instruments of conveyance acceptable in form to the District.

6.3.3 Applicant shall construct, at its sole expense, all extensions of the District’s main water lines as shall be required to serve applicant’s proposed connection.

- (a) Applicant shall enter into a standard line extension agreement with the District, which shall govern the terms and conditions under which said main

line extensions shall be made by the applicant and under which proportionate reimbursement from third parties who might connect onto the extended main line may be obtained as provided in Section 6.3.3(c) below. This extension shall be constructed in accordance with the District engineer's inspection, approval and acceptance in order to insure that the extended system will be compatible with the Main Water System. The applicant shall carry the extended line to a point prescribed by the District, in accordance with District plans and specifications, in order to facilitate the orderly development of the next contiguous tract of land.

- (b) The District may, at the sole discretion of its Governing Board, deem it necessary to construct excess capacity into an extended main line to facilitate and allow anticipated growth in the immediate area. In that case, the applicant shall construct said excess capacity into the extended line, in accordance with the District's plans and specifications, and at applicant's sole expense; provided, however, that the District, through the provisions of the line extension agreement required by this section, shall provide for the reimbursement of all or a portion of the applicant's costs of engineering, construction and expansion of this excess line capacity, as provided in Section 6.3.3(c) below.
- (c) Other third parties may subsequently connect to an extended main line. The District shall require these third parties to pay a proportionate share of the applicant's original costs of constructing and extending this main line. The District, in accordance with the line extension agreement required by this section, shall make proportionate reimbursement to the applicant who constructed the extended main line from these funds in conformance with the provisions of the line extension agreement between the District and the Applicant.

6.3.4 Applicant shall construct at its sole expense the water delivery system within the development parcel, including any required lift stations, storage, treatment and other appurtenant facilities to serve applicant's proposed connection. These lines and facilities shall be constructed in accordance with plans and specifications approved

by the District. Lift stations and storage facilities shall be placed at an elevation which will be compatible with any lift stations, storage facilities and pressure zones already existing or which may now or later be proposed as part of the Main Water System.

- 6.3.5** Applicant shall fully encase all wells and equip each well as required to serve its connection, at its sole expense. If applicant's water supply originates in springs or other surface supplies, the applicant shall be required to perform all development work necessary and to obtain, at applicant's expense, all required easements above the spring to protect the water source and insure the culinary quality of the water withdrawn from it in compliance with all applicable requirements of the Division of Drinking Water. In the event treatment facilities are required, the applicant shall construct and install the same at its sole expense.
- 6.3.6** Where possible, provision shall be made for the construction of all extension and distribution lines within public streets and easements. However, where the extensions must cross private property, the applicant shall obtain, at applicant's sole expense, all required and necessary easements for all distribution and main line extensions, and appurtenant facilities, and title to any required storage or well sites, along with the perpetual rights of ingress and egress for operation, maintenance, repair and replacement of the same and convey the same, without cost, to the District.
- 6.3.7** Upon compliance with all of the foregoing terms and conditions, the applicant shall convey to the District, without charge, free and clear of all liens and encumbrances except for those specifically agreed to in writing by the District, by a conveyancing instrument acceptable to the District, the following items pertaining to the new connection:
- (a) any extension of the District's main water lines;
 - (b) the water distribution system and all appurtenant facilities specifically including but not limited to any well and well equipment, pumps, lift stations, and storage facilities;
 - (c) title to all storage and well sites, together with any and all easements and appurtenances in connection therewith; and all pipeline easements and rights-of-ways;

(d) all water and water rights as required to be transferred herein.

- 6.4 **Fees and Charges.** Each applicant shall be required to pay all fees and charges lawfully imposed by the District as a condition to connection of said applicant's water system to the Main Water System.

SECTION 7

MISCELLANEOUS PROVISIONS

- 7.1. **One Structure Per Meter.** All uses of water from the Main Water System, except fire hydrants, shall be metered, if required by the District. Not more than one structure or building shall be connected to any one meter without the prior written approval of the District. Multiple dwelling units may be served by a single metered connection. Anyone using water through an unauthorized connection, without the express prior authorization of the District, shall be prosecuted under the theft of services statutes of the State of Utah.
- 7.2. **Vacant Lots.** Requests for water service may be accepted from applicants owning vacant lots. Such requests shall be accompanied by a signed service agreement and the required connection fee at the then current rate, which, when approved by the District, shall entitle the Water User to have a meter installed (if required) for servicing of his premises; provided, however, that until water is actually being taken through the service, the Water User will only be billed the District's Ready-to-Serve Maintenance Fee. Otherwise, the Water User, as a condition to water service, shall be required to pay all water service fees and charges imposed by the District pursuant to Section 5.2.1 and otherwise comply with these and all other lawful rules and regulations of the District as they now exist or as they may be established and/or amended in the future.
- 7.3. **District to Own and Maintain the Main Water System.** The District shall hold title to the Main Water System and shall operate, maintain, repair and replace the same, at its expense, in perpetuity. Each individual Water User shall own and shall bear the sole and separate responsibility for operation, maintenance, repair and replacement of the Service Lateral. The District shall not accept nor bear any responsibility for any leaks, or damages caused by leakage, in the Service Lateral. The District shall own and maintain the meter, meter setter, meter box, back-flow prevention valve, shutoff valve, read-out gauges and appurtenances regardless of whether the same were installed at the property line or otherwise within the property of the Water User. The District may, without incurring any liability whatsoever,

make emergency repairs to Service Laterals in order to mitigate damage, prevent waste of water, and to prevent contamination of the District's water supply. Any such repairs shall be at the Water User's sole expense and shall be billed to the Water User by the District. The Water User shall pay any such bill within 30 days of its date. Any such charge shall be considered a special fee for water service, the payment of which shall be enforceable and collectible in conformance with the provisions of Section 5.3 and Section 5.4 above. The Water User, by accepting water service from the District, grants a license to the District to enter upon the Water User's property solely for the purpose of making said emergency repairs.

7.4 Maintenance and Service Contracts. The Governing Board shall have authority to enter into written contracts for operation and maintenance of the Main Water System with such contractors as the Governing Board may, in its discretion, deem suitable.

7.4.1 The services to be provided under such contracts may, for guidance, include, but need not be limited to, the following:

- (a) Monitor and maintain, on a regular basis, the following facilities and equipment of the District, and recommend repairs and improvements to the same, as deemed necessary, by the Governing Board:
 - (1) all wells and pumps (including, water depth and flow);
 - (2) all water storage reservoirs (including flushing the same), and all related telemetry, radio and other signaling equipment;
 - (3) all fire hydrants (including flushing the same); and
 - (4) all pipelines, back flow prevention and other valves, water meters and related equipment;
- (b) Read all water meters and send all meter readings and calculations to the individual or entity designated by the District to perform accounting services;
- (c) Monitor water demand for new home construction sites, and purchase and install water meters for each new lot to be served;
- (d) Monitor and report excess water usage on new home construction sites during the construction period;
- (e) Take and submit water samples as required by the Division of Drinking Water, and otherwise in compliance with all other applicable local, state and

federal laws and regulations, and give reports of the results of the analysis of said samples to the Governing Board;

- (f) Meet and cooperate with local, state and federal officials, submit appropriate reports as required, and immediately report any deficiencies and other notable matters pertaining to the Main Water System and water quality; and
- (g) Perform all other activities and functions as may be required, by the Governing Board and otherwise, to effectively and efficiently operate and manage the Main Water System of the District.

7.4.2 Remuneration and other terms and conditions pertaining to such contracts shall be established by the Governing Board in its sole discretion.

7.5 **Landlord Liability for Tenants.** The record owner of any rented or leased property being served by the District shall appear as the applicant and Water User for that water connection, and shall be held primarily responsible to the District for payment of the water service fees and charges incurred by that connection. The property owner shall agree that if there remains an unpaid balance on any water service fee or charge lawfully imposed, upon the vacation of the premises being served by a renter, lessee or other occupant, that District may terminate water service until the delinquent account has been paid in full, together with interest, penalties and costs of collection including reasonable attorney's fees, and the resumption of service fee imposed by the District. The property owner must further agree that any such delinquent water service fees and charges may be transferred, at the District's option, to any other existing or newly established account in the name of the landowner with the District, and that such delinquent charges shall be paid by the landlord through the account to which they are transferred. All payments of delinquent water service fees and charges from other accounts shall be in addition to any charges incurred by the landowner or those renting from landowner under the accounts to which the delinquent charges have been transferred. This remedy shall be in addition to all others available to the District hereunder and those provided by law; including the authority of the District to terminate water service to the delinquent premises.

7.6 **Meter Readers and Meter Maintenance.** Water Users shall not obstruct in any way the ability of authorized District personnel to gain access to water meters for periodic inspection, reading and maintenance. The cost of removing any physical obstructions may be charged

to the Water User as a special water service fee and be enforceable and collectible in conformance with the provisions of Section 5.3 and Section 5.4 above. By connecting to the Main Water System, and agreeing to receive water service therefrom, Water Users shall be deemed to have consented to granting access to their property to meter readers for the purpose of reading water meters on a monthly or other periodic basis. In the event water meters were installed within any building or structure receiving water services, and without a remote readout device, the owner and/or occupant of the premises shall be required to permit access to the water meter reader for meter reading purposes during normal business hours, and as an express condition to continued water service.

7.6.1 Meter Error. In the event that a meter malfunctions and a reliable reading is not possible, charges shall be estimated by comparing the past known water usage through the malfunctioning water meter to that of adjoining or similar properties where the past and current month's use is known, or, by reference to the past water usage through the malfunctioning water meter during a corresponding time of the year. Where such data is unavailable, then estimates shall be made by comparing the past known water usage of similar or adjoining properties, and averaging the same.

7.6.2 Meter Testing. If a Water User contests the accuracy of his water meter, which when removed and tested proves to be accurately calibrated or under-reading, any costs incurred by the District in the removal, replacing, testing and recalibrating of a meter shall be charged to a Water User on the Water User's next water bill as a special water service fee and be enforceable and collectible in conformance with the provisions of Section 5.3 and Section 5.4 above. If the water meter is over-reading, there will be no charge for the repair to the meter, and appropriate adjustments will be made on the Water User's next water bill. Adjustments shall not be made for any period greater than three months. Meter errors of three percent (3%) or less shall be deemed to be accurate readings, warranting no adjustments. If, upon a second meter reading (as requested by the Water User) within a six (6) month period for the purpose of determining meter error, and the meter is found to be accurately calibrated, a rereading charge shall be included in the next billing to Water User as a special water service fee and be enforceable and collectible in conformance with

the provisions of Section 5.3 and Section 5.4. These charges shall be as set forth by a separate rate resolution adopted by the Governing Board of the District.

7.6.3 Meter Tampering. It shall be a violation of this resolution to tamper with or bypass any water meter for the purpose of causing it to produce inaccurate readings or for bypassing the meter so as to obtain unmetered water. Willful consumption of water through a water meter known to be damaged, bypassed or tampered with, shall constitute a theft of service and may be punished in accordance with the laws of the State of Utah.

7.7 Temporary Suspension of Service. The District hereby reserve the right, at any time, to shut off the water anywhere within its Main Water System for the purpose of making any repairs and/or extensions, or for other temporary purposes, and no liability, claim or cause of action shall be made against the District by reason of any breakage, or for any damages that may result from the temporary shutting down of any portion of the Main Water System for repair and maintenance purposes, or by reason of the stoppage of water or interruption of water service due to the scarcity of water, damage to any water work or facility of the District, or any other cause beyond the reasonable control of the District.

7.8 Fire Hydrants. An individual may not withdraw water from any fire hydrant without the written permission of the District. Any local or state fire suppression entity or agency is hereby authorized to withdraw water from any fire hydrant or hydrants in the case of fire and to use the water for fire suppression purposes at any time without any notice to the District. Any unauthorized connection to and use of water from a fire hydrant shall be a violation of this resolution and shall constitute a theft of services.

7.9 Water Conservation. Water Users within the District shall be encouraged to voluntarily conserve water to the extent possible and to follow District recommendations pertaining to plant types and irrigation systems.

7.10 Wasting of Water Prohibited. It is a violation of these rules and regulations to waste water, and to allow any appliance, fixture, equipment, sprinkler system, faucets, or other similar water using facility to leak, overflow or operate in a wasteful manner; or for Water User to use water for purposes other than municipal use.

7.11 Cross-connection and Back-flow Control. In order to give the public reasonable assurance that the water being consumed is satisfactory, the governing board of the Utah Division of

Drinking Water, by authority of the Safe Drinking Water Act, Title 19, Chapter 4 of the Utah Code, and pursuant to the Utah Administrative Rulemaking Act, Title 63, Chapter 46a of the Utah Code, has promulgated administrative rules governing the design, construction, operation and maintenance of public drinking water systems (the “Rules”). Section R309-102-5 of the Rules requires that public water suppliers impose regulations to control cross-connections and prevent back-flow within the System in compliance with the requirements of Chapter 10 of the Utah Plumbing Code. This regulation is imposed in conformance with the requirements of the Rules.

7.11.1 Purpose. This regulation is enacted to accomplish the following purposes:

- (a) To protect the public drinking water supply of the Company from the possibility of contamination by requiring cross-connection and back-flow control protection in conformance with the Rules. Compliance with the minimum safety requirements of the Rules will be considered reasonable and due diligence in preventing the back-flow of contaminants into the System.
- (b) To promote the reasonable elimination or control of cross connections within the piping and plumbing fixtures of the Customer’s Individual Water System, as defined herein, pursuant to the requirements of the Rules.
- (c) To provide for the administration of a continuing program of cross-connection and back-flow prevention which will systematically examine the risk and effectively prevent the contamination of the Company’s public drinking water within the System, as defined below.

7.11.2 Definitions. As used in this Section 9, the following definitions shall apply:

- (a) **Auxiliary Water Supply:** Any water supply on or available to the premises other than through the System. An Auxiliary Water Supply may include water from another purveyor’s public potable water supply or any natural source such as a well, spring, river, stream, etc., and shall include “used waters” and “industrial fluids.” An Auxiliary Water Supply may be contaminated or polluted or it may be objectionable and constitute an unacceptable water source over which the System Operator has no authority for sanitary control.

- (b) **Back-flow**: The reversal of the normal flow of water caused either by back-pressure or back-siphonage.
- (c) **Back-flow Prevention Assembly**: An assembly or means designed to prevent Back-flow which is accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use. Specifications for Back-flow Prevention Assemblies are contained within the Uniform Plumbing Code, Chapter 10, Section 1003, and in the Rules.
- (d) **Back-Pressure**: The flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure into the water distribution pipes of a potable water supply system from any source other than the intended source.
- (e) **Back-Siphonage**: The flow of water or other liquids, mixtures, or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water system.
- (f) **Contamination**: A degradation of the quality of the potable water supply by sewage, industrial fluids or waste liquids, compounds or other materials or substances that may create a health hazard.
- (g) **Cross Connection**: Any physical connection or arrangement of piping or fixtures which may allow non-potable water including, without limitation, industrial fluids or waste liquids, compounds or other materials or substances of questionable quality to come into contact with potable water inside a water distribution system. This shall include, but not be limited to, temporary conditions such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tubes or any other such plumbing arrangements.
- (h) **Customer's Individual Water System**: The water service lateral pipeline, and all valves, pumps and related equipment and facilities utilized by the Customer in receiving water service from the Company for the Customer's

premises, commencing at the point of the connection of the Customer's service lateral with the System.

- (i) **System**: All diversion and collection works, springs, wells, treatment facilities, pumps, lift stations, service meters, main water transmission and distribution pipelines, hydrants, reservoirs, tanks and any and all related equipment, facilities, and other appurtenances owned by or under the control of the Company which are utilized in providing water service to the Customers, terminating at the point of connection with the Customer's Individual Water System.
- (j) **System Operator**: The person designated by the Board to be in charge of the operating the System.

7.11.3 Responsibility; Vesting of Authority. The Company shall be responsible for the protection of the drinking water distribution system from the foreseeable conditions leading to the possible contamination or pollution of the drinking water system due to the Back-flow of contaminants or pollutants into the drinking water supply. In order to accomplish the purposes of this resolution, the System Operator is hereby vested with the authority and responsibility to implement an effective cross connection and Back-flow prevention control program in conformance with the provisions of these rules and regulations and to enforce the same.

7.11.4 Regulations.

- (a) **Customer Compliance**. A Customer's Individual Water System shall not be allowed to be connected to the System, and no existing connection to the System shall be allowed to be maintained, unless the public water supply of the Company is protected as required by the Rules and these rules and regulations.
- (b) **Inspection and Survey**. The Customer's Individual Water System shall be sufficiently open and available, at all reasonable times, in order to allow the Company to inspect and conduct period system surveys to determine whether cross-connections or other structural or sanitary hazards, including violation of this resolution, exist and to audit the results of the required survey (R309-102-5 of the Utah Administrative Code).

- (1) The Company shall schedule and notify all Customers, in writing, of such periodic inspections and surveys.
- (2) A record of all periodic inspections and surveys of the Customer's Individual Water System shall be maintained by the System Operator in the records of the Company.

(c) **Required Installation of Back-flow Prevention Assembly.** Whenever the System Operator deems a Customer's usage of water through the Customer's water service connection contributes a sufficient hazard to the Company's water supply, a Back-flow Prevention Assembly shall be installed on the service line of the identified Customer's Individual Water System, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off of the service line.

- (1) It shall be the responsibility of the Customer, at his expense, to purchase, install, and maintain any Back-flow Prevention Assembly required to be installed by the System Operator in compliance with this resolution.
- (2) The type of Back-flow Prevention Assembly required under this Section shall depend upon the degree of hazard which exists at the point of Cross-connection (whether direct or indirect), according to the results of the survey, based upon the rules and other applicable state and local requirements.
- (3) No Back-flow Prevention Assembly shall be installed so as to create a safety hazard. For example, installing a Back-flow Prevention Assembly over an electrical panel, steam pipes, boilers, or above ceiling level.
- (4) All Back-flow Prevention Assemblies shall be tested within ten (10) working days of their initial installation.
- (5) All Back-flow Prevention Assemblies installed prior to the effective date hereof which do not meet the requirements of these rules and regulations, but which were approved Back-flow Prevention Assemblies for the purposes described herein at the time of

installation and which, in the opinion of the System Operator, have been properly maintained, shall, except for the inspection and maintenance requirements under Section 9.4(2), be excluded from the requirements of this resolution so long as the system operator is assured that said Back-flow Prevention Assembly will satisfactorily protect the System. Whenever an existing Back-flow Prevention Assembly is moved from its present location, or if said assembly requires more than minimum maintenance, or when the System Operator finds that the operation of said assembly constitutes a hazard to health, the assembly shall be replaced, in conformance with the requirements of this resolution, with an approved Back-flow Prevention Assembly which meets the requirements of the Rules.

(d) **Continued Inspection of Installed Back-flow Prevention Assemblies.** It shall be the responsibility of the Customer residing on or having the right of possession of any premises receiving water from the System where a Back-flow Prevention Assembly has been installed to obtain certified inspections and to conduct tests of said assemblies, at least once per year, all at the Customer's sole expense.

- (1) In those instances where the System Operator deems the hazard to be great, he may require certified inspections and tests at more frequent intervals.
- (2) It shall be the duty of the System Operator to see that all inspections are performed and all tests are made according to the standards set forth by the Utah State Department of Environmental Quality, Division of Drinking Water.
- (3) Inspection and testing of back-flow prevention assemblies shall only be accomplished by a certified Back-flow assembly technician authorized to make the inspection and/or take the test. The certified technician shall report the results of the inspection and test to the system operator who shall report the results to the Customer and to the Company.

- (e) **Repair of Back-flow Prevention Assemblies.** If any commercially tested Back-flow Prevention Assembly is in need of repair, said repairs shall be made by a plumber licensed pursuant to the Construction Trade License Act, Title 58, Chapter 55-2-(21).

7.11.5 Certified Back-flow Prevention Technician. All initial and on-going inspections, surveys, testing and determinations with respect to the need for, and the continued adequacy, operation, maintenance, repair and replacement of, Back-flow Prevention Assemblies required to be installed pursuant these rules and regulations, shall be performed and or supervised by a certified Back-flow prevention technician. Certified Back-flow technicians performing services for the Company shall be required to:

- (a) Insure that acceptable equipment and procedures are used for inspecting, testing, operating, maintaining, repairing or replacing Back-flow Prevention Assemblies;
- (b) Make reports of such inspections, testing, operations, maintenance, repairs or replacements to the Customer and the System Operator on forms approved by the System Operator and within time frames as described by the Utah Division of Drinking Water;
- (c) Include in the report the list of materials or replacement parts being used;
- (d) Insure that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired;
- (e) Refrain from changing the design, material or operational characteristics of the assembly during testing, repair, maintenance or replacement;
- (f) Perform all tests of the assemblies and be responsible for the competence and accuracy of all tests and reports;
- (g) Insure that the technician's license is current and in good standing;
- (h) Insure that the testing equipment being used is acceptable to the State of Utah, and is in proper operating condition;
- (i) Be equipped with, and be competent to use, all necessary tools, gauges, and other equipment necessary to properly inspect, test, operate, maintain, repair and replace all Back-flow Prevention Assemblies; and

- (j) Tag each double check valve, pressure vacuum breaker, reduced pressure Back-flow assembly and high hazard air gap, showing the serial number, date tested and by whom, and to include the technician's license number on the tag.

7.11.6 Violations. All Customers shall comply with the Cross-connection and Back-flow requirements of these rules and regulations as a condition to receiving water service from the Company, and the Customer's acceptance of service constitutes an acknowledgment and representation by the Customer that the Customer is familiar with and agrees to be bound by the requirements of this resolution.

- (a) **Violation.** A Customer shall be in violation of this resolution if:
 - (1) Back-flow Prevention Assembly determined to be required for the control of Back-flow and Cross-connections is not installed, tested and maintained, by a Customer in conformance with the requirements of this resolution;
 - (2) It is found that a required Back-flow Prevention Assembly has been removed or by-passed;
 - (3) An unprotected Cross-connection exists on the Customer's premises;
 - (4) The periodic system survey has not been conducted; or
 - (5) The Customer is otherwise in violation of the requirements of this resolution.
- (b) **Notice of Violation.** Any Customer found to be in violation of these requirements shall receive written notice from the System Operator of any and all deficiencies constituting a violation.
- (c) **Suspension of Service.** If any deficiency or other violation of these requirements exists or if there has not been any corrective action taken by the Customer within ten (10) days of the date of written notice pursuant to Section 9.6 (2) above, the System Operator shall deny or immediately discontinue service to the Customer's premises by providing for a physical break in the Customer's service line. The Company shall continue to deny service to the Customer unless and until the Customer has corrected the

deficiencies or cured the violations and is otherwise in full compliance with the requirements of this resolution and the Rules.

- 7.12 **Compliance with Applicable Laws and Regulations.** The District shall comply with all applicable local, state and federal laws, ordinances, statutes and regulations which now or may hereafter govern the ownership, operation, maintenance, repair and replacement of the Main Water System, water rights and sources of water supply, and shall adopt resolutions imposing such additional rules and regulations as shall be necessary to fully implement and comply with the same.
- 7.13 **Amendments to These Rules.** These rules and regulations may be changed and amended from time to time by appropriate action of the Governing Board. No exceptions to these rules will be permitted without the prior written approval of the Governing Board of District.
- 7.14 **Emergency Situations.** In times of water storage due to drought or any other natural or man made conditions or occurrences, the District shall have full authority to declare a water emergency, and to ration or otherwise regulate the distribution and use of water from the Main Water System. Such action by the Governing Board may include a moratorium on new water connections until the emergency has been alleviated.
- 7.15 **Savings Clause.** If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remaining portions of this resolution, which shall remain binding and enforceable against the Water Users of the District.
- 7.16 **Captions.** The section and paragraph headings contained in this Resolution are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.
- 7.17 **Construction.** As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
- 7.18 **Enforcement.** In addition to termination of water service and other remedies provided by law and in equity, the District shall be entitled to file an action to force compliance with these rules and regulations by injunctive and other appropriate relief.
- 7.19 **Effective Date.** This resolution shall be in full force and effect from and after the date of passage and adoption hereof.

PASSED AND UNANIMOUSLY ADOPTED this 23rd day of September, 2004.

SOLDIER SUMMIT SPECIAL SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD

By: Jerry D. Grover
JERRY D. GROVER, Chairman

APPROVED this 2nd day of Nov, 2004.

BOARD OF COUNTY COMMISSIONERS, UTAH
COUNTY, UTAH, acting as the governing authority
of the Soldier Summit Special Service District

By: Steve White
STEVE WHITE, Chairman

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