



Water and Wastewater Rules and Regulations

Adopted March 27, 2020

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A. GENERAL PROVISIONS

1. APPLICABILITY AND PURPOSE

These Rules and Regulations are enforced by Taylorsville-Bennion Improvement District (the District) as a specific condition precedent to the provision of service and as a continuing requirement of the implicit service contract between the District and its users. Violations of the service contract are referred to throughout as violations of these Rules and Regulations.

These Rules and Regulations apply to all water and sewer services provided by the District and to all work performed on the water and sewer systems. The purpose of these Rules and Regulations is to establish general rules for service and the extension of service from the District water and sewer systems and to promote the public health, safety, and general welfare of the users of the systems, in accordance with the standards established by the District, County, State, and Federal governments.

2. AMENDMENT PROCESS

2.1 Amending of Rules and Regulations

These Rules and Regulations may be amended from time to time by a majority vote of the District's Board of Trustees.

2.2 Conflict and Severability

All other rules or regulations adopted by the District inconsistent or conflicting with any part of these Rules and Regulations are repealed to the extent of the inconsistency or conflict. If any provision, paragraph, word, section or chapter of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

2.3 Enforcement Authority

The District may adopt procedures for the implementation, administration and enforcement of the applicable parts of these Rules and Regulations.

3. THE PROVISIONS

The provisions herein:

- provide for the regulation of the distribution and use of water and the direct and indirect contributors to the wastewater system
- Authorize monitoring and enforcement activities
- Provide for the setting of rates and fees for the equitable distribution of costs

The provisions herein shall apply to all persons within the District boundaries and to all persons who receive services of the District by contract or agreement. These provisions herein shall provide for enforcement and penalties for violations.

4. DEFINITIONS

For the purposes of these Rules and Regulations, certain words and phrases are defined. When not inconsistent with the context, words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the masculine pronoun shall include the feminine; and the word "shall" is mandatory and not merely permissive. Where used herein:

"Customer" means the owner, tenant, or other occupant of the property who has established the service connection and/or is responsible for paying the water bill.

- "Residential Customer" means any customer occupying or owning a dwelling unit or multi-Family dwelling unit in any structure served by a water meter.
- "Wholesale Customer" means a customer that has been issued an Operating Permit by the Division of Drinking Water as a Public Water System and has entered into a wholesale agreement with the District.
- "Nonresidential Customer" means any customer who is neither a residential or a wholesale Customer.

"Dwelling Unit" means one (1) or more rooms designed or used by an individual or family for residential purposes, including, without limitation, a house, condominium unit, or multi-unit having water use facilities equivalent in extent to a normal dwelling.

"Multi-Family Dwelling" means a building designed or used to house two (2) or more families living independently of each other.

"Owner" means the owner of the property as indicated on the Salt Lake County records at which the service connection is located, or his/her documented authorized agent.

"Person" means any individual, firm, company, public entity, association, society, corporation, partnership, or group.

"Rule" shall mean any of the rules and regulations enumerated herein that may be individually or collectively referred to as "Rule" or "Rules".

"Service Connection" means the water line and appurtenant facilities used to extend water service from the water main to the meter facilities.

"Service Extension" means the water line and appurtenant facilities used to extend water service from the meter facilities to the customer's premises.

"Meter Facilities" means the meter box or vault which contains the meter and all other appurtenances needed to connect the service connection to the service extension.

The words "sewer" and "wastewater" are used interchangeably and should be understood to mean both and the same.

5. GENERAL REGULATIONS

5.1 Service Outside District Boundaries

If the existing water distribution system or wastewater collection system capacity is adequate, the District may contract with any other organized and established entity, governmental agency, private enterprise or person outside the District boundaries for water and/or sewer services, upon such terms and conditions and for such periods of time as may be deemed reasonable by the District. The District may impose a fee for any service that is provided outside of the District's boundaries.

5.2 Licensure and Insurance Required

The District requires that all plumbers or contractors that will work on or in the District's water or wastewater systems be licensed, insured as specified by the District requirements, and faithfully observe all rules, regulations and specifications of the District. No work shall be done without first obtaining authorization from the District to proceed.

5.3 Easements

Easements are required for any water or wastewater line located in private property in a form approved by the District. The cost of the acquisition of easements shall be borne by the persons requesting the water or wastewater line. The width of the easements shall be no less than 20 feet wide for sewer lines and 16 feet for water lines and the size shall be sufficient for the District to access, maintain and repair the water or wastewater line as determined by the District. No person shall be permitted to place any permanent structure, deep rooted vegetation, trees, or other obstructions that would prohibit the District from accessing, maintaining or replacing the water or wastewater lines within the easement. Vacation of easements must be approved by the Board of Trustees of the District.

5.4 Accessibility to District Water or Wastewater Lines and Appurtenances

Restricting District access to water or wastewater lines and appurtenances is prohibited. No fencing, structures, burying of a water meter box, manhole or other access point or any other obstructions that may limit District access to any District asset is permitted and the removal of any and all obstructions will be at the sole expense of the property owner.

5.5 Privately Maintained Infrastructure

Where the District has allowed water or wastewater main lines to be privately owned and maintained, the District's ownership and responsibility begins at the meter, designated manhole as indicated and designated by the District or any other location as designated by the District. All water and wastewater mainline, laterals, fire hydrants, valves, manholes, and all other appurtenances from the meter or manhole to the building connections are owned and maintained by the private property owner(s). These are considered Privately Maintained Infrastructure (PMI).

The owner of any PMI will be responsible for any damage to District lines, assets, or systems and for anything which impedes the District's ability to distribute water or collect wastewater at its regular level of service, related to the use, operation, maintenance, or repair of its PMI. This includes, but is not limited to, any event that takes place on the owner's property or that is related to or resulting from infrastructure that is not properly maintained or replaced as needed.

In the event the District believes that lack of proper maintenance of PMI has created the potential for adverse impacts to public health and safety, the District may enter upon the property to access the PMI and perform whatever work is reasonably necessary to correct the situation. In such case, the District may bill the owner of the PMI for the entire cost and expense of such work, including administrative costs and legal costs to the maximum amount permitted by law. Notwithstanding the above, the District is under no obligation to repair or maintain the PMI.

The District shall apply the PMI rate, as currently established by the District, to the owners of PMI who have signed the District's PMI Acknowledgement and Rate Agreement.

6. APPLICATION FOR WATER AND SEWER SERVICES

6.1 Service Application and Agreement

It is the responsibility of the new property owner to immediately apply for water and sewer service. Every application shall be signed by the owner of the property to be benefited or on which the water or sewer service is to be used, or by his authorized agent, and the applicant shall agree to comply with all applicable rules and regulations which have been established from time to time by the District. At the time of filing such application, the applicant shall present to the District a legal document showing proof of ownership, such as a warranty deed or deed of trust.

6.2 Application for New Service

Every application for water or sewer service to any premises not previously served by the District shall contain a description of the premises where such water or sewer services are desired, fully state the purpose for which the water is to be used, and state the size of the service pipe and meter to be connected thereto. All plans must be approved by the District before any construction. At the time of filing such application, the applicant shall pay to the District any applicable connection fees, impact fees, inspection fees, meter charges, and any other associated fees.

6.3 New Application Required for New Purpose

Should the applicant or occupant of the premises desire to use water or discharge sewage for a purpose not stated in the original application, a new application must be made and payment of any applicable charges and fees.

6.4 Effective Date of Service

The effective date of service shall be deemed to be the earliest of:

- a) Signed application for service
- b) Date of ownership
- c) Meter installation
- d) Date of occupancy

Rates may be charged from the effective date of service as determined by the District.

6.5 Service Availability Letter Requests

When a letter is required to be written by the District to show that the District is able and agrees to provide water or sewer service to a development or project, whether it be sent to the Salt Lake Valley Health Department or any other entity, a fee, as determined by the District and shown in the Rate and Fee Schedule, will be charged and must be collected before the letter will be created and sent.

6.6 Plat Signature

When a plat requires a signature by the District, a fee shall be charged in accordance with the Rate and Fee Schedule.

7. RATES AND FEES

7.1 Rates and Fees

The District's rate and fees are set forth in the Rate and Fee Schedule, which may be amended from time to time.

7.2 Deposits

Deposits are required for all new development projects that require a mainline extension. Deposits will be returned to the payer of the deposit after the project is completed and accepted by the District. If, in the District's discretion, corrections need to be made or completed, the District will use monies from the deposit to pay for these corrections. Deposits are collected to ensure that the project is completed to District standards. The amount of the deposit is outlined in the Rate and Fee Schedule.

7.3 Development Fees

Development fees will be assessed prior to any approval of construction. These fees can be found in the Rate and Fee Schedule and are dependent upon the size and scope of the project at the District's discretion.

7.4 Impact Fees

Impact Fees are assessed for all new connections or impacts to the systems as determined by the District's current Impact Fee Analysis and as outlined in the Rate and Fee Schedule. All Impact fees are required to be paid before any construction begins. The fee may change from time to time and the fee that will be charged is the fee as established by the District at the time of payment.

7.5 Miscellaneous Fees

Other Fees may be assessed and a description of these fees and the amounts of each can be found in the Rate and Fee Schedule.

7.6 Administrative Costs and Penalties

Pursuant to Utah Code Ann. § 17B-1-902.1, the District has the ability to charge for administrative costs for any actual costs incurred by the district due to any and all violations of these rules and regulations, which may include collection costs, reasonable attorney fees, and any other costs.. Additionally, pursuant to Utah Code Ann. § 17B-2a-403(h), the District may impose a penalty against any public entity or other person with which the District has entered into a contract for the construction, acquisition, or operation of all or part of the District's water or sewer system, if the public entity or other person fails to comply with the provisions of the contract, which contract will require compliance with these rules and regulations.

7.7 Classification of Users

The users of the District may be divided into various classifications to assist in the equitable distribution of costs, usage types and other factors. Classifications are established by the District and the classification of each user is determined by the District at its sole discretion.

7.8 Surcharges

Users shall be subject to a sewer surcharge for excessive flow, BOD, FOG, TSS, and for extraordinary or unique services.

7.8.1 Calculation of Surcharges

Surcharges payable under the provisions of this chapter shall be calculated based on the different strengths of the discharge and the associated costs. Where users have sampling manholes or other

acceptable alternative access for wastewater sampling, surcharges shall be based on actual samples taken by employees or agents of the District.

In addition to the surcharges described above, the District may collect from each user a fee for the cost of sampling and laboratory analysis. If a user does not have a sampling manhole, or other acceptable alternative access for wastewater sampling, the user may be charged a Non-Compliance Fee at the same frequency as a similar user as determined by the District.

If samples are not available, the District may estimate the amount of surcharge for any user based upon sampling and laboratory data gathered by the District from similar users.

Where the District estimates the surcharge, the District's estimate shall carry a presumption of correctness. In order to overcome the presumption of correctness, it shall be the user's responsibility to provide actual sample data and laboratory results of the strength of wastewater discharged by the user into the District's wastewater collection system.

7.8.2 Review of Each User's Wastewater Sampling Frequency

The District shall review each user's discharge by taking samples. The frequency of sampling, along with the associated costs of sampling, may be increased or decreased as necessary to ensure there is sufficient monitoring of the discharge based on the increased or decreased effect on the District's wastewater system. If the customer has completed modifications or instituted better procedures and processes which change their discharge, the resulting effect will be captured in the District's sampling of the discharge and the District shall determine if the sampling frequency is to be changed. If the owner requests additional sampling, it will be done at the owner's expense.

7.9 Charges for Discontinuing or Restoring Services

If District service to any building or premises is physically disconnected from the District's water or wastewater system, an inspection fee may be charged because the physical disconnection must be inspected. An inspection fee may also be charged at the restoration of water or sewer services.

7.10 Damage to Water and Wastewater Facilities

Any damage to the water or sewer system or any of its appurtenances, facilities, or equipment and the loss of water, will be charged to the responsible party. All equipment, labor and materials used to repair or replace the damaged assets will be charged, as established in the Rate and Fee Schedule. An additional administrative fee may be assessed at the District's discretion. The user shall pay for all costs incurred by the District if the user's discharge causes an obstruction or damage or increased cost due to the nature of the discharge such as the increased cost for treating pollutants or damages caused by a wastewater backup.

7.11 Refund Request

When a customer requests that the District refund any amount of a credit that exists on their account, caused by overpayment(s), payment made in error, or any other reason, the request will be reviewed and authorized by the District on a case-by-case basis. If approved, the District may charge a Refund Request fee as stated in the Rate and Fee Schedule. Such fee will be applied to the account before the District will execute any

reimbursement to the customer. The District will not, at any time, refund any amount that is owed or due to the District, County, or collection's agency. Refund checks will be processed within the normal processes of the District.

8. BILLING AND PAYMENTS

8.1 Charges for Service – Responsibility of Owner

The charges for service shall consist of a usage charge and other applicable fees as listed in the Rate and Fee Schedule. All rates and fees made for water and sewer services shall be chargeable against and payable by the owner of the premises connected, or to be connected with, the District's water and wastewater systems.

8.2 Meter Reading and Billing

Meters will be read for the preparation of regular bills and at intermediate dates as required for the preparation of opening, closing, or special billings. In the event the meter fails to register, is blocked or inaccessible, the customer shall be charged for such period on an estimate based upon historical billings during which the meter was in good order, or such other information as may be most reliable under the circumstances. Where the District provides water service and wastewater collection and treatment, charges may be combined for billing purposes with charges and fees for water and wastewater services on one bill.

8.3 Obstruction of Meter Reading or Meter Access

Any customer who covers, or in any way obstructs, District's access to the water meter may be charged an additional administrative fee for each billing cycle the obstruction remains over the meter.

8.4 Equal Payment Plan

The Equal Payment Plan allows the customer to have the same billing amount each month. The monthly equal pay billing amounts are calculated by taking the average of the previous 12 monthly bills. The monthly equal pay billing amount will be recalculated every October.

8.4.1 Requirements to Enroll in the Equal Payment Plan

- a) Customer must request enrollment in the Equal Payment Plan prior to the enrollment deadline of October 31st.
- b) Customer must have a zero balance on their account on October 31st as well as no certifications owing at the county.
- c) Customer must have at least 12 months of billing history at the location they wish to enroll in the Equal Payment Plan.
- d) Customer must accept and sign the Equal Payment Plan Agreement.

8.4.2 Termination of Equal Payment Plan

This agreement may be terminated by the District should the customer miss an equal payment or if the balance owing on their equal payment account becomes excessive.

This agreement will be terminated by the District should the Board of Trustees adopt a drought level, in accordance with the District's Drought Contingency Plan, of 3 (Moderate Drought) or 4 (Extreme Drought).

Customers currently enrolled in the Equal Payment Plan will be notified by the email the District has on file, if one exists. Once the Board has adopted a drought level of 2 or less, the agreement will automatically be reinstated during the next equal pay enrollment period.

Termination of the Equal Payment Plan by the customer may be allowed at any time by notifying the District.

In the event the agreement is terminated for any of the above-mentioned reasons, the customer's account will be "trued up" and a credit or debit will be applied to the next bill for any credit or debit balance on the account. The next bill will be calculated and billed under the District's normal billing procedures.

8.5 Rates and Fees Subject to Change

All rates, fees, surcharges, rules, and regulations are subject to change or modification by the District from time to time in accordance with Utah law.

8.6 Military Credit

The District will grant a credit or reimbursement, as stated in the Rate and Fee Schedule, on the District's water and sewer bill of the residents of the District who have members of the National Guard or reservists who have been activated to full-time military duty for a period of thirty (30) consecutive days or more.

In order to qualify for the credit, the resident must be part of the head of the household or otherwise responsible for the utility bill, and the person activated must be a resident of the District. Services must be delivered to direct family members, such as: wife, children, parents or lawful dependents at the primary residence.

Eligibility shall be established by the person, or family member bringing a copy of the United States military activation papers to the District office. The credit will begin on the month following the date that notice is given to the District. The waiver shall remain in effect until the date the qualified person is released from active duty.

This credit does not apply to those who are employed full-time in military service.

8.7 Application of Payment

In the event of partial payment, the District may apply said payment to any sums due for water and/or sewer fees or charges on the account for which payment was made. Payments on liens must be paid to the Salt Lake County Treasurer's Office directly. Payments on accounts that have been sent to collections must be made to the collection agency directly. All payments received by the District shall be applied first to balances remaining at the District furthest in arrears for the property that the payment is received.

8.8 Effect of Vacancy

Once water or sewer service is established, usage charges, availability fees, Central Valley fees, and other fees shall be charged and collected each billing period from the customer of the account relating to such service until service is officially terminated by the owner, whether water is used or not and whether the property is vacant or not.

8.9 Penalties for Late Payment

Bills paid after the due date will incur an interest charge as stated in the Rate and Fee Schedule on the unpaid balance.

8.10 Collection of Unpaid Charges

Rates and fees levied in accordance with this chapter shall be a debt due to the District. If this debt is not paid by the due date, it shall, at the District's option, be deemed delinquent and subject to penalties and may be recovered by placing a lien on the property. If any debt or lien is unpaid, the District will seek to collect such debt through a collection agency or the court. The District shall also have the right to terminate water and wastewater services and enter upon private property for accomplishing such purposes, in addition to other remedies available under applicable statutes and law.

8.10.1 Tax Lien Authority

In addition to any other remedies provided herein, the District may impose a tax lien on the property being served for failure to pay the applicable rates and fees, pursuant to the provisions of Utah law. Accounts that are certified with the Salt Lake County Treasurer's Office will incur a fee as per the Rate and Fee Schedule.

8.10.2 Use of a Collection Agency

When a lien is unable to be placed on a property, the District may use a collection agency to recover all unpaid charges and fees. A Collection Fee will be assessed to each account that is sent to collections as outlined in the Rate and Fee Schedule.

8.11 Remaining Balance on Accounts

If any billing remains unpaid it may be carried over, and added, to the next billing period.

8.12 Notice of Delinquency

If payment for a billing period is not made on or before the 25th day after the billing period invoice date, a Past Due notice will appear on the next billing statement. All past due amounts may, at the discretion of the District, be certified with the Salt Lake County Treasurer's Office and the District may terminate service. At the District's discretion, a notice of the District's intent may or may not be given to the customer before certification or termination of services.

8.13 Dishonored Payments

In the event a payment is not honored by the financial institution upon which it is drawn, the District will initiate collection procedures including the account being certified or sent to a collection agency.

The District reserves the right to require any customer who has given the District a dishonored payment to pay all charges for such account by cash, money order, or certified check. A dishonored payment fee will be assessed per the Rate and Fee Schedule.

8.14 Authority to Resolve Billing Disputes

The General Manager, or his/her designee, is empowered to resolve billing disputes with the customer on a case-by-case basis.

8.15 Meter Reread and Meter Test Requests

8.15.1 Water Meter Reread Request

Upon request from a customer, the District may have the meter reread. If, in the District's opinion, the requests for a meter reread become excessive, a Multiple Trip fee may be assessed by the District. The Multiple Trip fee amount is as stated in the Rate and Fee Schedule.

8.15.2 Water Meter Test Request

If a meter is tested at the request of the owner of the account, a Meter Test Charge as stated in the Rate and Fee Schedule shall be assessed. If the meter is found to be registering at more than 101.5% as per industry specifications, then the charge to test the meter shall be refunded and the meter will be replaced.

9. LANDLORD – TENANT ACCOUNTS

9.1 Property Owners Responsible for Any and All Charges

Property owners are responsible for any and all charges associated with their account.

9.2 Delinquent Accounts

Any delinquent account may be certified with the County Treasurer for collection with property taxes and a certification fee assessed. Any amount certified becomes a lien on the property. Advanced notice will be provided when reasonable prior to certification. Delinquent accounts that cannot be certified will be turned over to a collection agency for handling. Liens placed on a property reflect only delinquent balances incurred during periods when the property owner was the account holder.

9.3 Availability and Other Fees

Property owners are responsible for paying any and all fees regardless of water consumption.

9.4 Statement Mailings

If a duplicate bill is requested by the property owner, an additional fee per statement, as specified in the Rate and Fee Schedule, will be charged and added to the monthly bill.

9.5 Tenant Account Set-Up

An owner requesting the initial set-up of a property owner/tenant account will be charged a Tenant Account Set-Up Fee as established in the Rate and Fee Schedule. Property owners requesting a name change only on an account for a tenant will be at no charge.

9.6 No Discontinuance of Service When Inhabited

Water shall not be turned off or sewer service halted on a property that has a properly established account with the District and is inhabited, either by the property owner or the tenant. An owner of land or the owner's agent may not request temporary discontinuance of service under Utah State Code if the request is for the purpose of debt collection, eviction, or any other unlawful purpose.

10. REFUSAL OF SERVICE

10.1 Unsafe or Unlawful Apparatus

The District may refuse to furnish water or sewer services or may discontinue services to any premises where any apparatus, application, or equipment is dangerous, unsafe, or unlawful.

10.2 Excessive Demand or Discharge by Customer

The District may, in the public interest, refuse to furnish water or sewer service or may discontinue services where excessive demand by a customer may be detrimental to the water or sewer service furnished to other customers or to the water and sewer systems.

11. TERMINATION OF SERVICE

11.1 Customer Request to Discontinue Service

Any user desiring to discontinue service shall notify the District before the date when such service shall be discontinued. The owner shall be responsible for all charges and fees accruing prior to the change of ownership. The water will be turned off on the requested final read date unless instructed otherwise by the new owner. If a request for a final read is not received by the District, the owner shall remain liable for all charges applicable to the account, including, but not limited to, usage charges and applicable fees, until the date of the actual change of ownership.

If service has been terminated by the owner, the payment of all unpaid water charges and the additional payment of any turn-on fee established may be required to be paid before the District will turn on water service for that owner again.

11.2 Termination Due to Nonpayment

The District has the right to terminate water and sewer services to any customer for reason of nonpayment. All bills for water and sewer services are due and payable upon receipt and become delinquent twenty-five (25) days from the billing date. If an account becomes delinquent, the District may turn off the water or halt sewer collection services in accordance with this section. The District may terminate water services for any nonpayment of water or sewer services.

11.2.1 Restoration of Service After Delinquency

Water or sewer service which has been turned off or halted for nonpayment shall not be turned on or restored again until all delinquent charges, late charges, and the additional sum set forth herein for turning the water on shall have been paid. Exception to this would be a formal written payment agreement signed by the owner and at the discretion of the District.

11.3 Termination Due to Noncompliance

Water and sewer services may be terminated to any customer who fails to comply with any Rule of the District.

11.3.1 Notification of Noncompliance

Whenever the District finds that any user has violated, or is violating, any prohibition, limitation, rule, regulation or requirement of the District, the District may notify verbally or issue a written notice stating the nature of the violation and any applicable fees will be assessed. If the violation continues, the District may suspend service. If there is a hazard or the safety of the public or the system is deemed, solely by the District, to be at risk, the District may suspend service without any prior notification.

11.3.2 Suspension of Service

The District may shut off water service or halt sewer service to the premises until, at the discretion of the District, any water or wastewater violations have been corrected, potential harm to the water or wastewater system has been removed, and/or any charges or fees or any amounts owing on the account have been paid in full. The District shall reinstate service upon proof of the elimination of the violation.

11.3.3 Imminent Risk to Public Health, Safety, or Welfare

In any case where the customer's failure to comply with any Rule is deemed in the sole discretion of the District to present an imminent risk to the public health, safety, or welfare, the District may immediately terminate water or sewer services to the customer without prior notice.

12. ENFORCEMENT AND PENALTIES

12.1 Referral for Prosecution

All violations of these Rules and Regulations, which are also punishable under state and federal law, may be referred to the Salt Lake County Attorney's Office, or other applicable criminal enforcement authority, for consultation and the commencement of criminal and or civil prosecution. Prosecution may be deferred when the purpose of prosecution is achieved without the commencement of a criminal complaint.

12.2 Civil Liability for Damage or Surcharge Expenses

Any person that violates any provisions of these Rules and Regulations may be liable to the District for all expenses, losses, damages, and surcharges incurred by the District as a result of the violation.

12.3 Appeal Procedure

Any customer of the District affected by any decision, action, or determination, including cease and desist orders, may file a written request for reconsideration with the District within 10 days of such notice. The request shall set forth in details the facts supporting the request. The District may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the District within 30 days from the date of when the appeal filing was received by the District. The decision, action, or determination shall remain in effect during such period of review by the District.

If the person appealing is not satisfied with the decision of the District, they may file a written appeal to the District's Board of Trustees within 10 days after receipt of notice of the decision. The District's Board of Trustees may either conduct a new hearing or make a decision based upon the evidence provided in the appeal. The District's Board of Trustees shall issue a final decision on the appeal within 60 days after receipt of the user's written appeal, unless the District's Board of Trustees conducts a hearing in which case the decision shall be issued within 30 days after the hearing. The decision,

action, or determination of the District shall remain in effect during such period of review by the District's Board of Trustees. The decisions of the District's Board of Trustees shall be binding on all entities and the customer until and unless ruled otherwise by an appropriate court.

12.4 Criminal Penalty and Fines

A violation of the drinking water standards or pretreatment and discharge standards, as set in these Rules and Regulations, by Central Valley Water Reclamation Facility (CVWRF), or by any State or Federal agency may be subject to prosecution under the law and fines.

12.5 Civil Fine Pass Through

In the event that a user discharges any pollutants which cause the District to violate any condition of its NPDES Permit and the District is fined by EPA, State or CVWRF for such violation, then the user shall be fully liable for the total amount of the fine assessed against the District. The District shall collect the fine on behalf of any other entity.

In the event that a user causes any pollutants to enter into the District's water system and causes the District to violate any Federal, State, or District condition, standard, or regulation, the user shall be fully liable for the total amount of fines assessed against the District as well as any other costs to the District. The District shall collect the fine on behalf of any other entity.

12.6 Falsifying Information

Any user who knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant hereto, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device, meter or method required herein may be subject to legal action and fines.

12.7 Additional Penalties

The District may recover reasonable attorney's fees, court costs, court fees, and other expenses of litigation by appropriate legal action against the user found to have violated any provision of the Rules and Regulations. The attorney for the District, upon request of the District, shall petition the Court to impose, assess, and recover such sums.

12.8 Owner's Liability

Every owner of property is responsible for ensuring that any tenant, lessee, customer or any other person or entity abides by and complies with the Rules and Regulations of the District. Regardless of any situation or circumstance, the agreement to provide water or wastewater service to the property is between the District and the owner of the property or premises and the owner is responsible for any water that passes through the meter and all discharge from their property or premises into the District's wastewater system. The owner will be responsible for any and all fees, fines, penalties, restrictions, suspensions of service and the prompt payment of the same.

Every owner of property who rents, leases or otherwise permits the use of premises to be occupied by, or used by, any type of food service company including food trucks, must first contact the District to see if any plumbing changes are required, especially as it relates to grease traps or sampling manholes.

Every owner of real property engaged in the business of leasing premises to others shall be jointly liable with each lessee for each violation of these regulations occurring

on the owner's premises. Fines, surcharges and other enforcement penalties may be assessed by the District against the owners of the property and may become a lien on the real property.

13. DAMAGE OR DESTRUCTION TO DISTRICT ASSETS

13.1 Damage to the Water or Wastewater System

No person shall damage, injure, break or remove any part or portion of the District's water or wastewater systems or any water or wastewater system appliance or appurtenance.

13.2 Customer Responsibility to Care for District Property

The customer shall provide a space for, and exercise proper care to protect the property of, the District's property on its premises, and in the event of loss or damage to the District's property arising from neglect of the customer to care for the same or from any willful act of the customer, the cost of necessary repairs or replacement shall be paid for by the customer.

13.3 Tampering or Destruction of Assets or Equipment

It is unlawful for any person to break, injure, damage, destroy, uncover, deface, or tamper with any structure, equipment or appurtenance which is a part of the District's water or sewer system. Each violation thereof shall be charged a fee, as stated in the Rate and Fee Schedule. The provisions of this Rule shall not be deemed to waive any criminal liability otherwise established by law.

13.4 Unauthorized Use

Taking water from the District's water system or discharging into the District's sewer system or use of the water or sewer system in violation of the Rules is strictly prohibited. Any such unauthorized use of water, the water and sewer system or of the District's equipment or infrastructure is subject to an administrative fee and to possible criminal prosecution.

13.5 Meter Damage

In all cases where meters are lost, damaged, or broken by carelessness, negligence, or willful act of the customers, owners, occupants of the premises, or their employees, contractors, or agents, they shall be replaced or repaired by or under the direction of the District, and the cost shall be charged against the customer, and in the case of nonpayment, the water may be shut off and will not be turned on until such charges for turning on the water are paid.

13.6 Loss or Damage on Customer Side

The District shall not be liable for any loss or damage of any nature whatsoever caused by defect in the customer's water line, sewer lateral, plumbing, or equipment, and the District may, without notice, discontinue service to any customer when a defective condition of plumbing or equipment upon the premises of the customer results, or is likely to result, in interference with proper service or is likely to cause contamination of the water or proper collecting or treating of discharge into the sewer. The District does not assume the duty of inspecting the customer's water line, sewer lateral, plumbing, or equipment and shall not be responsible therefore, and will not be liable for failure of the customer to receive service on account of defective plumbing and apparatus on the customer's premises, or for excessive consumption.

14. DISTRICT LIABILITY

14.1 Liability - Shut-Off for Repair or Nonpayment

The District may at any time shut off water to any premises connected with the water system for repairs, extensions, nonpayment, or other necessary purposes. The District and its employees shall not be liable for any damage which may occur as a result of sewer services being halted or water being shut off to any premises, including, without limitation, the bursting of boilers supplied by direct pressure, the breaking of any pipes, pressure reducing or shut-off valves, or fixtures, stoppage or interruption of water supply, or any other damage resulting from the shutting off of water or the halting of sewer collection. It is the responsibility of customers who have any machinery, material, process, or plant which requires a constant supply of water to install upon their premises such water storage facilities as will prevent any damage in case the District water supply may for any reason be interrupted or discontinued and to provide backflow devices to protect against loss from the interruption or discontinuance of water service.

14.2 District Not Liable for Damages

The District and its employees shall not be liable for damages, nor will allowances be made for loss of production, sales, revenue, or service, in case of water pressure variation, or in the case the operation of the District's source of water supply or means of distribution fails, or is curtailed, suspended, diminished, or interrupted for any cause. Such pressure variations, failure, curtailment, diminishment, suspension, interruption, or interference shall not be held to constitute a breach of contract on the part of the District or in any way affect any liability for payment for any charges due.

14.3 Liability Disclaimer

The District and its employees shall not be liable for any damage to persons or property resulting from a turn off or turn on of the water service, including, but not limited to, situations where water service is left on between a change of customers occupying the premises, at the request of the owner, or the service is disconnected for failure to have a current water service application.

B. WATER PROVISIONS

1. TURN-ON AND TURN-OFF OF WATER SERVICE

1.1 Turn-On and Turn-Off Requests

Requests must be made to the District at least twenty-four (24) hours in advance during regular business hours.

1.1.1 Turn-On Requests

All requests for turning water on must be made to the District by the owner of the property.

1.1.2 Turn-Off Requests

All requests for turning water off must be made to the District by the customer of the property from which the water is requested turned off. Water shall not be turned off on a property that has a properly established account with the District and is inhabited, either by the property owner or the tenant.

1.2 Fee for Turn-On

When a customer's water is turned off for nonpayment or noncompliance, the customer shall pay the amount due plus any late fee or other fees which are due, plus a turn-on fee as established in the Rate and Fee Schedule before water will be turned back on. No fee will be charged for turn-on or turn-off to any premise incident to the normal establishment of new service or voluntary termination of an existing service.

1.3 Multiple Trip Fee

If a customer has their water service voluntarily turned on or off more than two times in a year, then a fee for each subsequent trip after the second time to the property will be assessed to the customer. The fee is as established in the Rate and Fee schedule.

1.4 Penalty for Unauthorized Turn-On or Turn-Off

If a customer turns-on or turns-off the water at the setter or at the meter, then an Unauthorized Meter Turn-On/Off fee may be charged.

1.5 After-Hours or Emergency

1.5.1 After-Hours or Emergency Water Turn-On and Turn-Off Fees

1.5.1.1 After-hours Fees

Notwithstanding any provisions of the Rules to the contrary, whenever a request is made for a turn-off or turn-on outside of the District's regular service hours between 8:00 a.m. and 3:00 p.m. Monday through Friday (except District observed holidays) work days and hours, the customer shall pay an additional after-hours fee as established in the Rate and Fee Schedule.

1.5.1.2 Emergency Fees

In the event of an emergency the District will turn-off or turn-on water service to any premises during regular service hours between 8:00 a.m. and 3:00 p.m. Monday through Friday

(except District observed holidays) at no charge to the customer. After-Hour fees may apply to any emergency water turn-on and turn-off requests outside of regular service hours.

1.5.2 Emergency Service to Other Property

The furnishing of water by a customer to premises other than that served by the customer's service is prohibited, except as may be approved by the District during emergencies.

1.6 Liability When Water is Turned-On

The District shall not be responsible for any damage to property caused by spigots, faucets, valves, and other equipment that may be open when service is turned on at the meter in the original installation or when restoration of service is made after a temporary shutdown or suspension of service.

2. FIRE HYDRANTS

2.1 Unauthorized Use

It is unlawful for any person to open, operate, close, turn on, turn off, interfere with, attach a pipe or hose to, or connect anything with any fire hydrant except when duly authorized by the District or unless such person is acting in an official capacity as a member of the Unified Fire Department or the District. If a fire hydrant is used without permission, an administrative fee shall be assessed in addition to the charges for any water used as determined by the District. Any such unauthorized use of water is subject to a fine and to criminal penalties under Utah Code, and any penalties or punishments as permitted by law.

2.2 Use for Construction Purposes

Whenever, in the opinion of the District, it is necessary to install a meter on a fire hydrant for construction purposes, there may be a charge for the initial installation, water used, and a deposit for the meter, as stated in the Rate and Fee Schedule. The deposit will be refundable when the meter is returned in the same condition as when issued and hydrant is verified to be in the same working condition prior to use. If the meter should be moved to other locations from the original installation site, an additional fee shall be charged each time the meter is moved.

2.3 Fire Hydrants are Property of the District

Fire Hydrants are the property of the District and are critical to the safety of the community. Hydrants must be easily visible and accessible at all times. As such, written approval from the District must be obtained before any aesthetic maintenance, including painting, can be performed on the hydrants. Painting, coloring, scratching, covering, marking, or otherwise causing a hydrant's appearance to be altered or obscured is strictly prohibited. All hydrants shall be "safety red" in color at the time of install and when repainted. The District may charge the cost to restore the appearance of the hydrant plus an administrative fee for the violation of this rule.

3. PRIVATE BUILDING FIRE PROTECTION SYSTEMS

3.1 Requirements for a Private Fire Protection System

Private Fire protection systems are permitted within the District's service area, even if there is no other water connection to the District, when the following requirements are met:

- a) A Private Building Fire Protection Service Agreement shall be signed by the owner for any connection where Private Fire Protection is installed.
- b) Regularly inspected by the underwriters having jurisdiction
- c) Facilities are installed according to the District's specifications
- d) Facilities are maintained to District satisfaction
- e) Where applicable, Installation of a backflow prevention device

3.2 Installation

The fire protection service and connection shall be installed under the District's direction. The cost for the entire fire protection installation, including the connection at the main, shall be paid for by the applicant.

3.3 Hydrant Flow Testing

A hydrant flow test fee may be charged as per the rate and fee schedule. A copy of the test results shall be submitted to the District.

3.4 Maintenance

The expense of maintaining the private fire protection facilities on the applicant's premises (including the vault, and backflow device) shall be the responsibility of and paid for by the applicant.

3.5 District and Applicant Ownership

The fire line valve located on the District's main will be owned and maintained by the District. All facilities paid for by the applicant that are located after the fire line valve shall be the sole property of the applicant and maintained by the same. The District and its duly authorized agents shall have the right of ingress to, and egress from, the premises for all purposes in relation to said facilities.

3.6 Main Extension

If a distribution main of adequate size to serve a private fire protection system, in addition to all other normal service, does not exist in the street or alley adjacent to the premises to be served, then a main extension from the nearest existing main of adequate capacity shall be required by the District. Such cost shall be borne by the applicant.

3.7 Monthly Fee

There shall be a monthly minimum charge as shown in the Rate and Fee Schedule.

3.8 Change of Location

Subject to the approval of the District, any change in the location or construction of the fire protection service, as may be requested by public authority or the owner, will be paid by the owner.

3.9 Unauthorized Use of Water

Any person that uses such fire service for other than authorized fire purposes may be subject to an administrative fee and to criminal penalties permitted under the law. The District may enforce this provision by cutting off all water service to the property whereon such use occurs. When water is cutoff by virtue of this provision, no further water shall be served to such property until the aforementioned sum is paid and all required corrections made to the District's satisfaction.

3.10 District's Service to the System

The District will supply only such water at such pressure as may be available from time to time as a result of its operation of the system. Each agreement for service on property served by a Private Fire Protection System shall contain appropriate hold harmless and indemnity provisions to protect the District against claims arising from the installation, operation and maintenance of the system and the District's service of the system

4. SERVICE CONNECTIONS AND EXTENSIONS

In making a future connection to the water system, each individual residential and nonresidential unit in a structure shall be considered an individual consumer and shall be supplied through a separate service connection and meter except as provided for by the Rules and Regulations. Connections hereafter made, including the modification of existing connections, must be in compliance with the District's Standard Details and Construction Specifications.

4.1 Installation of Service Connection and Extension

4.1.1 Service Connection

Upon the receipt of all applicable fees, the District shall allow the premises described in the application to be connected with the District's water main by a service pipe extending from the main to the meter box, which connection shall thereafter be maintained and kept within the exclusive control of the District. Service Connection pipes will be laid from the main to a point inside the nearest curb line or a point determined by the District where a meter and meter facilities will be installed. This service connection can be installed by one of the following two options, at the discretion of the owner or developer, and the District must be notified of the decision before construction begins. The options are as follows:

4.1.1.1 Complete Service Connection Install

The owner will be responsible for recommending the location of the meter box on the property, but final approval of the location will be given by the District. The owner must notify the District at least two weeks in advance of when the service connection is to be installed. The District will perform the line tap (up to 2") for the service connection, install the service connection line and install all meter facilities and the meter. The District will provide all materials and perform all labor. The trenching, compaction, backfill, and any surface restoration costs and work will be the responsibility of the owner and at the owner's expense. The fee for Complete Service Connection Install is as stated in the District's Rate and Fee Schedule. The fee may change from time to time

and the fee that will be charged is the fee as established by the District at the time of payment.

4.1.1.2 Line Tap and Meter Set Only

The owner will be responsible for recommending the location of the meter box on the property, but final approval of the location will be given by the District. The owner must notify the District at least two weeks in advance of when the service connection is to be installed. The District will perform the line tap (up to 2") for the service connection and set the meter. The material for the line tap and the meter will be paid for by the District. The installation of the service connection and meter facilities will be the responsibility of the owner. The fee for Line Tap and Meter Set Only is as stated in the District's Rate and Fee Schedule. The fee may change from time to time and the fee that will be charged is the fee as established by the District at the time of payment.

4.1.2 Service Extension

The owner shall perform installation and maintenance of all Service Extension pipes on the customer side of the Meter Facilities and is responsible for all costs associated with its installation and maintenance.

4.2 Installation Charges

Charges for installation of water services, meters, and meter facilities shall be as determined by the District, in its sole discretion, including connection and impact fees. Payment for the whole connection fee and the whole impact fee shall be made to the District before any work is commenced.

4.3 Deposits

Deposits shall be charged on a per project basis, as determined by the District. Upon completion of work, a final accounting of cost will be made and any amount over or under the amount collected will be refunded to or collected from the applicant.

4.4 Existing Connections

4.4.1 Credit for Existing Connection

Credit for connection fees and impact fees may be applied towards the construction of a new building or connection at the same location, based on verification of the previous account information and in compliance with subsections 2-6 below.

4.4.2 Change in Meter Size or Location

If the meter facilities are to be moved or if deemed unacceptable to the District, all construction costs related to the change in location and new meter facilities, will be borne by the developer or contractor. New meter location shall be in line with service tap to the mainline. If the meter and meter facilities are moved from current location, new connection fees will be charged in accordance with the current Rate and Fee Schedule. If the meter size is increased, new impact fees will be charged based on the difference between the two meter sizes as calculated in accordance with the current Rate and Fee Schedule.

4.4.3 Change in Service Connection Size or Location

When the expansion, replacement, or removal of an existing building results in a need to increase or decrease the size or change the location of the existing service connection, or where a service connection to any premises is abandoned or no longer used, the District may allow the removal of the existing service connection; after which, should a service connection be required to the premises, a new service shall be placed only upon the owner making an application and paying for a new service connection in accordance with all requirements of the Rules and Regulations.

4.4.4 No Refunds for Unused Credits

In no case will a refund be issued if the credit from the old connection exceeds the cost of the new connection. Both meter and meter facilities remain the property of the District.

4.5 Meter Required at Time of New Service Connection

When a new service connection for all non-residential or residential service connection is made, a meter will be installed and the developer or property owner will be responsible for payment of any water usage during construction or until a service contract is signed, whichever is later. The developer or owner will be responsible for the meter and its appurtenances and will be charged for any damages or theft incurred. The District may consider alternatives to this requirement on a case-by-case basis and at the sole discretion of the District.

4.6 Conforming Private Pipes

Before water will be turned on to any premises not previously served by the water system, the service connection upon such premises must be made to conform to all applicable laws and regulations.

4.7 Defective Service Extension

The District may immediately shut off any service whenever such service extension lines develop leaks, or their condition is such as to constitute a danger to the domestic water supplies of the District. Such service shall remain shut off until such lines are properly repaired or replaced.

4.8 Installation and Maintenance Responsibilities

The owner shall, at their own risk and expense, furnish, install, and maintain in safe condition all equipment constituting the service extension that may be required for receiving, controlling, and utilizing water. The District shall not be responsible for any loss or damage caused by the improper installation, maintenance, wrongful acts, or negligence of the owner or any of their tenants, agents, employees, contractors, or licensees in installing, maintaining, using, or operating such equipment.

4.9 Unauthorized Connections

Unless the prior written approval of the District is first obtained, it is unlawful for any person to make any direct or indirect connection with any District water main, conduit, or pipe belonging to or under control of the District or to use water provided through the District water system. Any such unauthorized connections are subject to an administrative fee and to criminal penalties under law.

4.10 Unusual Customer Requirements

When a customer's requirements for water are unusual, or large, or necessitate considerable special or reserve equipment or special consideration, the District may require a contract for an extended period and may also require the customer to furnish security satisfactory to the District to protect the District against loss and guarantee the performance of the provisions of the contract. The District shall require to be prepared an analysis performed by a licensed engineer for requests for water service for new development that would create an undue hardship on the existing water system's ability to provide adequate supply. The District shall establish the criteria to be used and goals to be achieved through the analysis. The District at its sole discretion will decide if service can be provided. The cost of the analysis shall be the sole responsibility of the property owner.

4.11 Relocation of Service due to Mainline accessibility

When the placement of the mainline allows for a shorter service connection, the District may require the customer to reconnect their service to the new mainline. The customer may be responsible for the expense of the new connection. All work undertaken by a customer associated with the repair of service line extension in the utility right-of-way shall comply with District and other local authority construction standards.

5. WATER MAINS - INSTALLATIONS AND EXTENSIONS

5.1 District Standards

Water mainline installation and extensions shall be in accordance with all District design requirements including standard details and specifications.

5.2 Oversizing or Extending Mains

In the event that the District elects to require installation of mains or other water facilities of greater size than in the opinion of the District are adequate to supply any new subdivision with water and fire protection, the District shall enter into a reimbursement agreement relating to such facilities.

5.3 Submittals

Plans and specifications for the installation of water mains, services, and fire hydrants in new subdivisions or areas shall be submitted and filed with the District or its representative, and its approval, payment of fees and deposits shall be obtained before any work of installation or construction is commenced thereon. See the District's "Project Development Process" for more information.

5.4 Design Standards

All water facilities installed in the District shall meet all Utah Division of Drinking Water rules and regulations. Designs of water mains shall be completed or reviewed by the District Engineer and construction shall meet all of the District's standard drawings and specifications.

5.5 Insufficient Pressure and Capacity

When the premises for which water is sought does not abut a main with sufficient pressure and capacity to provide the required flow to the property line, the application for service may be rejected. The District does not guarantee any pressures or flows to be provided to any premises.

6. WATER METERS

6.1 Metering Requirement

Except as provided below, each unit in a residential, mixed-use, or nonresidential multi-unit structure shall have its own meter.

6.2 Multi-Unit Metering Requirement

A single service line with a meter may be allowed to a residential or mixed-use multi-unit structure (of eight or more units) or a nonresidential multi-unit structure, provided that:

- a) All units within the single structure are owned by a single owner and the owner has agreed in writing to assume and be responsible for the payment of the total water bill without any deductions for vacancies or other reasons; and
- b) all units in the structure are accessed through a single common entry; and
- c) The District, in its sole discretion, considers it in the best interest of the District that the residential, mixed-use or nonresidential multi-unit structure be served by a single service line and meter.

Notwithstanding the foregoing, each individual structure shall obtain service through a separate service connection and meter.

6.3 Water Meters

Water meters installed shall remain property of the District. They shall be maintained, repaired, and renewed by the District when rendered unserviceable through ordinary wear and tear; provided, however, where replacements, repairs, or adjustments are rendered necessary by any act, negligence, or carelessness of the customer or any member of his/her family or any representative or person in his/her employ or tenant, all associated expense shall be charged against and collected from the customer.

6.4 New Meter Installation

Meter sizes 5/8" through 2" are supplied by the District and charged according to the District's Rate and Fee Schedule. Meters 3" or larger and the associated meter facilities are to be purchased and installed by the developer or contractor and in accordance with District specifications.

6.5 Water Meters Owned by District

All meters installed on water service connections shall be, and remain, the property of the District whether installed on public or private property and shall be operated or removed only by the District.

6.6 Water Meter Location

The location of the meter or meters must be in a place satisfactory to the District before service will be supplied. The applicant, as a condition of his contract for water service, guarantees access to the meter for purposes of reading and maintenance thereof. The District will pay no rent or other compensation to install or maintain meter and meter facilities located on customer's premises.

6.7 Meter Location Change

When it is necessary for the convenience of the Owner to change an existing water meter or water service location, such new location shall be made at the cost and expense of the Owner.

6.8 Access to Property

The District's authorized and identified representatives or employees shall have access to the customer's premises at all times for the purpose of reading meters, inspecting, testing, repairing, removing, exchanging, or otherwise giving necessary attention to all equipment belonging to the District. The District retains the right to inspect a customer's plumbing for possible cross-connections or other conditions that may present a hazard to the integrity of the District's system. In the case any authorized representative or employee is refused admittance to any premises, or after being admitted is hindered or prevented from making such examination, the District may cause the water services to be turned off to enforce the provisions of these Rules and Regulations.

7. VALVES

7.1 District Valves

All valves on the District's side of the water meter are for use by the District. Such valves shall not be used, or in any way tampered with, by the customer or any agent or contractor of the customer, or person, unless authorized by the District.

7.2 Shut-Off Valve Required

The customer shall install a suitable shut off valve(s) on the service extension outside of the District's meter appurtenances that will shut off all service to the premises.

7.3 Pressure Reducing Valve Recommended

Operationally, the pressure within the water system may vary and change from time to time. The District is not responsible for any customer's damage caused as a result of pressure changes. It is recommended that customers install and maintain pressure reducing valves on their service lines. All work should be done in accordance with the Utah plumbing code.

8. CROSS-CONNECTIONS - BACKFLOW PREVENTION

8.1 Responsibility of Owner

It shall be the responsibility of the owner to purchase, install, and arrange testing and maintenance of any backflow prevention device/assembly required to comply with these rules. Failure to comply with these rules shall constitute grounds for discontinuation of service.

8.2 Backflow Assembly Required

No water service connection to any premises shall be installed or maintained by the District unless the water supply is protected as required by State laws, regulations, codes, and these rules. Service of water to a consumer found to be in violation of this rule shall be discontinued by the District if:

- a) A backflow prevention assembly required by this rule for the control of backflow and cross connections is not installed, tested, and maintained, or

- b) If it is found that a backflow prevention assembly has been removed or bypassed, or
- c) If an unprotected cross connection exists on the premises, or
- d) If the periodic system survey has not been conducted.

Service will not be restored until such conditions or defects are corrected.

8.3 Installation of an Assembly

An approved backflow prevention assembly shall be installed on the service line of the identified owner's water system, at or near the property line or immediately inside the building being served.

8.3.1 Location of Assembly

No backflow prevention assemblies shall be installed so as to create a safety hazard. Example: Installed over an electrical panel, steam pipes, boilers, or above ceiling level. The assembly should be in a location that allows easy access for testing and maintenance.

8.3.2 Immediate Test After Installation

All backflow prevention assemblies shall be tested within ten (10) working days of initial installation.

8.4 Assembly Type

The type of protective assembly required shall depend upon the degree of hazard which exist at the point of cross connection (whether direct or indirect), applicable to local and state requirements or resulting from the required survey.

8.4.1 Existing Backflow Prevention Assemblies

Whenever the existing is moved from the present location or, requires more than minimum maintenance or, when the District finds that the operation of this assembly constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all local and state requirements.

8.4.2 Physical Disconnect Required

A physical separation between any culinary and irrigation or any other non-culinary source is required. The District or its authorized representatives must be able to verify physical disconnect between culinary and non-culinary lines.

8.5 Annual Inspections

It shall be the responsibility of the consumer at any premises where backflow prevention assemblies are installed to have certified surveys/inspections, and operational test made at least once per year at the consumer's expense and a copy of the test results must be submitted to the District. In those instances, where the District deems the hazard to be great, it may require certified surveys/inspections and tests at a more frequent interval.

8.5.1 Authority to Test and Repair

In the case of a consumer requiring an assembly to be tested, any currently Certified Backflow Technician is authorized to make the test and report the results to the consumer and the District. If any commercially tested assembly is in need of repair, it is required that a licensed plumber

make actual repairs on any assembly within a building.

8.5.2 Access for Inspection

The owner's system(s) shall be open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violation of this ordinance exist and to audit the results of the required survey.

8.6 Violations

If violations of these rules exist or if there has not been any corrective action taken by the owner, then the District shall deny or immediately discontinue service to the premises by providing a physical break in the service line until the customer has corrected the condition(s) in conformance with all State and local regulations and to the satisfaction of the District.

8.7 Health Risk or Hazard

Whenever the District deems a service connection's water connection to be a hazard to the water supply, the District may suspend service until the violation or hazard is resolved to the District's satisfaction. Fees may be charged for any water turn-on or turn-off. If a physical disconnection from the District's line is required, as deemed necessary by the District, all expenses for the disconnection and subsequent reconnect shall be paid for by the owner before any water service is restored.

9. WATER CONSERVATION MEASURES AND RESTRICTIONS

9.1 Water Conservation Plan

The District has, by Resolution, adopted certain water conservation measures which can be found in the District's Water Conservation Plan. This plan is updated every 5 years and is available for the public on the District's website or a copy can be obtained at the District offices.

9.2 Water Use Restrictions

9.2.1 Water Availability During Emergency

The General Manager shall have the power or authority to determine when an emergency exists, and such determination shall be final until revised at a meeting of the District Board of Trustees. In the event of any emergency, the District shall have the right, power, and authority to turn off the water from any main or mains or pipes of the water system of the District with or without notice.

9.2.2 Restricted Use of Water

The District shall have power or authority to determine when water restrictions shall be imposed. If restrictions are not adhered to, the District may impose administrative fees and/or shut water off. Water service will not be restored until all fees are paid, including fees for turning water off and on.

C. WASTEWATER CONTROL PROVISIONS

1. DISCHARGE REGULATIONS

1.1 General Prohibitions

1.1.1 Discharge of Sewage

All sewage shall be discharged to the District's wastewater collection system except as provided hereinafter. No person shall discharge any sewage within the District into or upon any public highway, stream, water course, or public place, or into any drain, cesspool, storm or private sewer, except as provided for in these Rules and Regulations.

1.1.2 Prohibited Waste Discharges

No person shall discharge or make a connection which would allow for the discharge of any storm water, surface drainage, groundwater, roof runoff, or cooling water into any part of the District's wastewater collection system.

1.1.3 Prohibited Discharges - Specific Categories

No user shall contribute or cause to be contributed directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the District's wastewater system or Central Valley Water Reclamation Facility's (CVWRF) wastewater treatment system. These discharge standards and general prohibitions apply to all such users of the District, whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state, or local Pretreatment Standards or requirements. A user may not discharge the following substances to the District:

- a) Explosives. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the District or to the operation of the District. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.
- b) Solids. Except as authorized by the Federal Categorical Pretreatment Standards as promulgated by the U.S. EPA, solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-quarter inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wipes, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- c) Corrosion. Any wastewater having an acid pH less than 5.0 or more alkaline than 12.0 or wastewater having any other corrosive

property capable of causing damage or hazard to structures, equipment, and/or personnel of the District.

- d) Toxic. Any wastewater containing pollutants which, either singly or by interaction with other pollutants, may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the District, contaminate the bio-solids of any District systems, or exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) and (b) of the Clean Water Act.
- e) Noxious. Any malodorous liquids, gases, or solids which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- f) Untreatable. Any substance which may cause CVWRF's effluent or any other product of CVWRF, such as residues, bio-solids, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where CVWRF is pursuing a reuse and reclamation program. In no case shall a substance discharged to the District cause the District to be in non-compliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Clean Water Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- g) NPDES Permit Violation. Any substances which will cause CVWRF to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- h) Objectionable Color. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- i) Temperature. Any wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, or cause temperature at the headworks of the treatment plant to exceed 104 degrees F.
- j) Slug Loads. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows, should know upon reasonable inquiry, or has reason to know will cause interference to the District. In no case shall a slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation.
- k) Radioactive. Any wastewater containing any radioactive wastes or isotope of such half-life or concentration as may exceed limits established by CVWRF in compliance with applicable State or Federal regulations.
- l) Hazard. Any wastewater which causes a hazard to human life or creates a public nuisance.

- m) Additional Substances. Any substance that the District determines interferes with the operation of the District.

1.1.4 Recreational Vehicle Waste Holding Tank Disposal

An RV waste holding tank may not be emptied directly into a manhole, cleanout or other wastewater system appurtenance. A commercial RV dump station may be constructed or connected to a building sewer only upon the approval of the District, compliance with District standards, and payment of all District fees. A private RV dump shall not be connected to a residential building sewer.

1.1.5 Directly Dumping into a Manhole Prohibited

Directly dumping into a manhole, cleanout, or other wastewater system appurtenance is strictly prohibited and a fee will be assessed on anyone doing so without prior written consent from the District. This includes carpet cleaning vehicles, septic hauler vehicles, food trucks, and any other commercial or private vehicle for any reason and with any type of solid or liquid waste.

1.2 Nonresidential Garbage Grinders

Mechanically operated garbage grinders for producing properly ground garbage are permitted in establishments engaged in the preparation of food or drink to be consumed on the premises or to be sold, delivered or picked up for immediate consumption. Every mechanically operated grinder shall be designed and installed to meet the following:

- a) It shall discharge wastes at a reasonable uniform rate in fluid form, which shall flow readily through an approved trap, drain line or soil line in a manner which prevents clogging or stoppage of the drain line.
- b) It shall be of such construction and have such operating characteristics that not more than 5% by weight of all material discharged from it shall have any dimension larger than 1/4 inch. Weights shall be determined on a dry basis.
- c) The entire installation shall comply with all applicable and current plumbing and electrical codes.
- d) Commercial garbage grinders shall operate with cold water flowing into the grinder and through the sink drain line in such a manner as to congeal and aerate the solid and liquid greases within the grinding unit.

The final decision as to the sufficiency of the design to meet these requirements shall rest with the District.

1.3 Federal Categorical Pretreatment Standards

Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, developed pursuant to 40 CFR, Sec. 403.6, the Federal Standard, if more stringent than limitations imposed herein for sources in that subcategory, shall immediately supersede the limitations imposed herein.

1.4 Specific Pollutant Limitations

No person shall discharge wastewater in violation of the pretreatment and discharge standards set forth in the Federal Categorical Pretreatment Standard as promulgated by the U.S. EPA, by the State, Central Valley Water Reclamation Facility (CVWRF) or the District. In addition, other wastewater discharges identified by the District or CVWRF may be subject to the surcharge penalty.

1.5 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those contained herein.

1.6 District's Right of Revision

The District reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary by the District in its sole discretion.

1.7 CVWRF Requirements

CVWRF requirements and limitations on discharges shall apply in any case where they are more stringent than federal or state requirements and limitations or those contained herein.

1.8 Dilution Prohibited

No user shall ever dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant specific limitation developed by the District, CVWRF or the State.

2. BUILDING SEWERS, CONNECTIONS AND REPAIRS

2.1 Mandatory Connections

2.1.1 Connection Required

Septic systems may be required to connect directly to the District in accordance with Salt Lake Heath Department Regulations.

2.1.2 Discontinuance of Privy Vaults, Cesspools, and Septic Tanks

No owner, or his agent, or other person having charge of occupying any property connected to the District's sewer shall maintain or use or cause or permit to exist any privy vault, septic tank, or cesspool upon said property.

In no case shall any plumbing in any house or building not complying with subparagraph (a) above remain unconnected to any public sewer for more than thirty (30) days after such a sewer is available.

2.1.3 Outhouses Prohibited

No person shall erect or maintain any outhouse or privy within the District boundaries.

2.2 Separate Lateral Connections Required

Each unit shall have a separate direct connection to the District's wastewater main line, unless the District determines that a separate connection is impossible, impracticable or in the best interest of the District. Each owner will bear and pay for the maintenance and repair of the wastewater lateral on their property.

2.3 Wastewater Lateral Ownership

The property owner shall own the lateral and appurtenances from the District's main line to the building connection and shall be responsible for the maintenance, repair and replacement of the line. Ownership shall include the connection to the mainline, lateral piping, cleanouts, and any appurtenances located on the lateral line such as grease interceptors, sampling manholes, or backflow preventors.

2.4 Existing Wastewater Lateral Use

Existing wastewater laterals that serviced a property may be used to service the property again only when they are found, on examination and testing by the owner and approval by the District, to meet all requirements of the District's standards and may not cross property boundaries; otherwise, the use of existing wastewater lateral shall be plugged at the user's expense upon discontinuance of service and must be inspected and approved by the District. Applicable fees will be charged by the District.

2.5 Design and Construction

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench shall conform to all District standards, Building and Plumbing Codes, rules and regulations of federal, state, and local entities and other applicable laws.

2.6 Building Sewer Elevation

In all buildings where the elevation is too low to permit gravity flow to the District's wastewater system, sanitary sewage discharge from such building shall be lifted by an approved and in accordance with jurisdictional ordinances, means and discharged to the District's wastewater system. All costs of operation and maintenance shall be the responsibility of the user.

2.7 Installation Expenses

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the applicant. The applicant shall retain or employ a licensed and insured sewer contractor or plumber to make connection to and install a sewer.

2.8 Connection Requirement

It is required that the District be notified when the building sewer is ready for inspection and connection to the District's wastewater system. The connection shall be made under the supervision of the District. The connection of the building sewer to the District's wastewater system shall conform to the District standards, Building and Plumbing Codes, or other applicable laws, rules and regulations of federal, state and local entities. The owner is required to sign a service agreement with the District before any services shall begin.

2.9 Separation from Other Utilities

All utility lines or conduits shall be separated from the building sewer as required by State or local law.

2.10 Lateral and Connection Maintenance

All building sewers, including the connection to the District's wastewater system, shall be maintained by the property owner. Any modification or repair of the connection to the District's wastewater system must be approved by the District, be done in accordance with District's standards, and be inspected by the District. An inspection fee may be charged by the District.

2.10.1 Lateral Inspections

At the owner's request, the District may inspect the owner's lateral to help the owner assess the condition of their pipe. The owner must sign a Lateral Inspection agreement with the District before the District will engage in any inspection. The owner's cleanout must also be accessible by the District. The District shall not be responsible for any damage to the cleanout, the cleanout cap, the lateral, sprinkler or sprinkler lines, or any

surface restoration as a result of the inspection. While the District will provide information on the condition of the lateral, the District is not responsible for the correction of any damage or deficiency found. Any and all repairs or replacement will continue to be at the owner's expense. A Lateral Inspection Fee may be charged by the District as stated in the Rate and Fee Schedule.

2.11 Sewer Design, Standards and Specifications

The size of building sewers, type of pipe allowed, bedding, grade of pipe, and changes in direction of pipe shall conform to the International Plumbing Code and the District's standards.

2.12 Prohibited Connections

No person, either in person or through an agent, employee, or contractor, shall make, allow or cause to be made any wastewater connection to the District wastewater system except as authorized by, and with express permission from, the District. Such connection to the District wastewater system shall be made by an insured, as specified by the District requirement, state licensed wastewater contractor who has obtained the necessary permits.

2.13 Connection of Swimming Pools to District Wastewater System

If and when a pool needs to be drained to the District's wastewater system, the District must be notified at least 24 hours in advance and approve the discharge. Each swimming pool connection shall limit the discharge rate from the pool(s) to 50 gallons per minute or less, by the use of a flow restricting device, unless written permission from the District states otherwise.

2.14 Abandonment of Service

Any user desiring to abandon their sewer service shall plug their connection at the user's expense upon discontinuance of service and it must be inspected and approved beforehand by the District. Applicable fees will be charged by the District.

3. CONSTRUCTION, CONNECTION AND REPAIR

3.1 Authorization Required

No person shall commence or carry on the work of laying, repairing, altering, or connecting any sewer, directly or indirectly, to the District sewer, without first having received authorization from the District and having paid all applicable fees.

3.2 Authorization for Connection

Requests for authorization for sewer connections must be made by a developer, licensed and insured contractor or plumber, or property owner. Authorization shall be subject to the Rules and Regulations of the District. If any work requiring authorization is commenced without permission first having been obtained, the District may immediately issue a stop work order until such a time as the proper authorization has been granted.

3.3 Failure to Remedy Defective Work

No further authorization shall be granted to any licensed and insured sewer contractor or plumber who has failed to remedy defective work to the satisfaction of the District.

3.4 Revocation of Authorization

The District may, at any time, revoke authorization because of defective work which has not been corrected after written notice and within the time specified by the District.

3.5 Inspection Required

The District shall be notified on a regular working day at least 24 hours in advance of the inspection. All inspections shall be done on regular District working days. The inspection of all wastewater mainlines, connections, manholes, and system appurtenances shall be under the direction of the District. Any portion of the work not done in accordance with these requirements and District standards shall be corrected promptly. The entire length of the building sewer, including the connection at the District sewer, shall be fully exposed. There shall be no backfilling until the inspection is made and the work accepted.

3.6 TV Inspection and Cleaning of New Wastewater Mainlines

Before the District will take ownership of any wastewater mainlines or manholes, the District shall clean and inspect the inside of the lines and manholes to ensure they have been installed according to the District's standards. A fee will be assessed for this cleaning and inspection.

3.7 Re-inspection - Additional Fee

In the event that the inspector finds the sewer line not in conformity with District standards, or if any changes are necessary requiring another inspection, cleaning, or TV inspection, an additional inspection fee, as set forth in the District's Rate and Fee Schedule shall be collected for each such inspection, cleaning and TV inspection.

3.8 Fees Required Before Connections

No sewer connection shall be made until the District has been paid any and all required fees.

3.9 Flow Meters

In nonresidential locations where District water meters are not installed, where the District water meter may not accurately represent the amount of flow discharged to the sewer system, or the monthly discharge is anticipated to be greater than 1 million gallons or where high flow fluctuations are anticipated, a sewer flow meter shall be installed. Flow meters and control panels shall be installed in a location accessible to the District as shown on the development plans and as approved by the District.

3.10 Contractor Responsibilities

3.10.1 Licensing, Bonding and Insurance

Contractors shall be bonded, licensed and insured in the State of Utah. Prior to any work, proof of insurance and a copy of the contractor's license must be submitted to the District. Bonding limits will be determined by the District based on project size and cost.

3.10.2 Safety

In all cases, the contractor is responsible for the safety on the job site. The contractor shall be responsible for full compliance with applicable regulations as set forth by the US Department of Labor Occupational Safety and Health Administration as administered by the Utah Occupational Safety and Health Division (UOSH) of the Utah Labor Commission.

3.10.3 Warranty

The standard warranty period shall extend one year from the date of final completion. During the warranty period the Developer and/or Contractor shall remain responsible for problems due to defects in materials and

workmanship. In the event any repair, replacement or other work is required under the warranty, the term thereof shall immediately be extended for a period of one (1) year, commencing the date of repair, replacement or work is completed. The Developer and/or contractor shall ensure that all deficient items are corrected prior to the end of the warranty period.

3.10.4 Permits and Other Requirements

Contractors are responsible for obtaining any and all required permits and meeting all rules, regulations and requirements as set forth by the District or any other jurisdiction.

3.11 Indemnification of the District

The District, its trustees, employees, officers, contractors, and agents shall be indemnified and held harmless from all claims resulting from the design, construction, inspection and operation of the new wastewater facilities which arise prior to final completion and acceptance of the wastewater improvement facilities of the District. The District shall not be responsible for any errors in the design, construction changes required due to an oversight of the Developer and/or Project Engineer, or upgrades required because of lack of planning, incompetence or negligence by the Developer and/or Developer's engineer.

4. PRETREATMENT PROGRAM

4.1 Central Valley Water Reclamation Facility Regulation

The District is the owner of treatment capacity in Central Valley Water Reclamation Facility (CVWRF) which is the treatment entity permitted by the State of Utah and the United States Environmental Protection Agency to discharge treated wastewater to the State of Utah and the United States. CVWRF regulates the discharge of pollutants to its system through agreement with the District and its other member entities.

4.2 Agreement to Comply with CVWRF

By accepting service from the District each person or entity connected to the District's wastewater system also agrees to comply with the Rules and Regulations of the CVWRF.

4.3 Inspection

All users shall allow the District or its representatives ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of its duties. The District, CVWRF, State and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District, CVWRF, State and EPA will be permitted to enter, without unreasonable delay, for the purposes of performing their specific responsibilities.

4.4 Failure to Permit Inspection

In the event a duly authorized officer or agent of the District, CVWRF, State or EPA is refused admission for any purpose, the District may cause sewer service to the premises in question to be discontinued until such agents have been afforded

reasonable access to the premises and the sewer system to accomplish the inspection and/or sampling.

4.5 Pretreatment

Users shall provide necessary wastewater treatment required to comply with these Rules and Regulations. Any monitoring equipment and facilities required to pretreat wastewater to a level acceptable to the District shall be provided, operated, and maintained at the user's expense. Such facilities required by the District may include the requirement for separate systems to handle sanitary and industrial wastewater so that both can be discharged into the District collection system independently of each other. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and shall be approved in writing by the District before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the District under the provisions hereof. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the District prior to the user's initiation of the changes.

4.6 Sampling Manhole Requirement

A sampling manhole is required to be installed at any establishment, residential and nonresidential, where the Salt Lake County Health Department requires a food handler's permit to be obtained. It is also required to be installed at any location that requires a grease, oil and sand interceptor as per current plumbing code. All sampling manholes shall be installed where it will be permanently accessible and as determined by the District.

4.7 Sampling Submitted to a Certified Laboratory

Samples shall be submitted to a laboratory certified by the State of Utah.

4.8 Sampling and Sampling Frequency

All users determined by the District to be sand, oil and grease pretreatment users will be sampled regularly to measure the amount of BOD, FOG, and TSS in the discharge. Each time a sample is taken there will be a fee assessed to that account. The sample results will be used to calculate the surcharge amount charged to the user. The frequency of sampling is at the District's sole discretion. The District will consider the results of the sampling when determining the frequency at which a user is sampled. Generally, a user with higher levels of BOD will be sampled more frequently and those with lower levels will be sampled less frequently. Users with a higher discharge strength as indicated by the sample may request a resample by the District at their expense. Those users that have been sampled three consecutive times without any detection of elevated levels of BOD will no longer be regularly sampled. At the District's discretion, sampling frequency will be reevaluated including when the purposes of the user are altered or changed or ownership of the establishment changes.

4.9 Pretreatment Facilities

As required by code or as determined by the District, pretreatment facilities shall be installed to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the District wastewater system or to CVWRF's treatment plant or processes.

4.9.1 Grease, Oil and Sand Interceptors

- a) A sampling manhole shall be installed where it will be permanently accessible and as determined by the District.

- b) Grease, oil, and sand interceptors, as described by the current plumbing code, shall be required of any user when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients. All establishments with potentially elevated BOD, TSS, FOG, or acidic levels will be required to use a grease interceptor. All interceptors shall be of a capacity as designed by a certified professional and of a type approved by the District. The location shall be approved by the District.
- c) All grease, oil, and sand interceptors shall be constructed and installed according to District standards.
- d) All grease, oil, and sand interceptors shall be privately owned and maintained in continuous efficient operation at all times by the user at their sole expense.
- e) Grease interceptors shall not be placed on common laterals. Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency in accordance with the provisions of the Utah Government Records Access and Management Act. Under no circumstances will effluent data be considered confidential. All effluent data shall be available upon request to the public, State and U.S. EPA personnel.

4.10 Pretreatment Administrative Option

The District has the option to contract with CVWRF to provide the following services:

- a) Permit Processing
- b) Monitoring Facilities
- c) Inspection and Sampling
- d) Pretreatment Processing
- e) Enforcement Action
- f) Laboratory Analysis

4.11 Dental, Medical and Industrial Users

Dental, medical and industrial users shall meet the requirements of CVWRF for pretreatment.

5. LIFT STATIONS

5.1 Private Lift Stations

No newly constructed private lift stations are permitted. Where gravity flow wastewater service cannot be provided, the owner shall coordinate with the District for an approved alternative.

Existing lift stations for a single user or group of users in a private system will be owned and operated by said users. All costs associated with the lift station, including but not limited to, construction, operation, maintenance, and replacement shall be borne by the users.

5.2 District Owned Lift Stations

The District-owned lift stations are designed to serve multiple users attached to the District's collection system. Where equity requires, the District may assess the costs of operation and maintenance of lift stations to those residents and/or businesses that benefit from the lift stations.

No District owned lift stations are permitted unless identified in the District's Master Plan.

6. NO FAULT UTILITY CLAIMS

6.1 Purpose

The purpose of this policy is to assist in the cleanup of real and personal property, and/or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a break, leak, backup or other failure of District facilities, regardless of fault, within the restrictions, limitations and other provisions of this policy.

6.2 Definitions

"Actual Cash Value" means the actual, depreciated value of an item and not the replacement value.

"Cleanup" means all activities necessary to reasonably restore destroyed or damaged real and personal property to its pre-event condition, in accordance with cleanup criteria.

"Cleanup Contractor" means an independent disaster cleanup contractor licensed to do business in the state.

"Cleanup Criteria" means cleanup standards, procedures and protocol established by the District pursuant to this policy.

"District Facilities" means any culinary water or sanitary sewer pipeline, reservoir tank and all related appurtenances which are owned, operated and maintained by the District.

"Force Majeure" means acts of public enemies, insurrection, riots, war, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, explosions, acts of terrorism, sabotage, or any other similar cause or event not reasonably within the District's control.

"Person or Applicant" means any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate or any other legal entity (except the United States government or any of its agencies and the State of Utah or any of its agencies or political subdivisions) or their legal representatives, agents or assigns.

"Private Facilities" means any pipelines and related facilities which are owned and operated by a property owner, and which connect to District facilities.

"Property Owner" means the owner of the premises which has sustained a loss described in this policy, or any person lawfully obligated to pay the owner for such damages as of a date previous to the loss and who is also lawfully in possession of the premises.

6.3 Establishment of Cleanup Criteria

The District shall, from time to time, establish cleanup criteria which shall constitute the standard for cleanup and payment under this policy. In establishing such cleanup criteria, the District may give due consideration to generally available health guidelines, recommendations from industry, governmental and academic experts, and other sources of guidance reasonably deemed by the District to be balanced unbiased and protective of health and safety. The District may establish such additional rules, regulations and procedures which are consistent with this policy, as may be necessary or convenient in effecting the purposes of this policy.

6.4 Qualification for Assistance

An application or request for assistance or payment under this policy shall qualify only if the District, after due inquiry or investigation, makes an affirmative determination that the event was the result of a break, leak, backup or other failure of District facilities, and that none of the following circumstances apply:

- a) The loss was the result of a force majeure which damaged the District facilities;
- b) The loss was caused by either an act of omission of the property owner, the property owner's agent, or employee, or any person acting under the direction of the property owner, or a member of the property owner's family or business;
- c) The property owner failed to file a claim hereunder in a timely manner, or failed to comply with any other procedural requirements of this policy;
- d) The loss was the result of intentional or negligent acts of third parties unless the District preliminarily determines there is good reason to make payment;
- e) The loss was the result of a break, leak, backup or failure of private facilities; or
- f) The loss is wholly covered by private insurance.

6.5 Cleanup of Real and Personal Property

- A. The District may, in accordance with the District's standard procurement procedures, engage the services of one or more cleanup contractors to perform cleanup services at the direction of the District on an as needed basis.
- B. Upon discovering a break, leak, backup or other failure of District's facilities, or any damage resulting from the same, a property owner must immediately notify the District.
- C. Upon notification of the occurrence of the event, the District may, once the District No Fault Agreement is signed by the owner, contact a cleanup contractor that is pre-qualified under the State of Utah purchasing contract pursuant to subsection (A) of this section, and direct the cleanup contractor to perform all cleanup work at the premises, in accordance with established cleanup criteria.
- D. In the event the property owner engages the services of a cleanup contractor prior to notifying the District of the event, the District may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the District would have paid its own cleanup contractor under subsection (C) of this section.

- E. In the event the damaged real or personal property cannot, in the judgment of the District, be reasonably restored to its pre-event condition, in accordance with the cleanup criteria, the District may pay to the property owner the estimated actual cash value, at the time of the event, of such property. Such value shall be determined by a professional appraiser engaged by the District for such purpose.
- F. In no event shall the District pay or reimburse the property owner for payment of special or consequential damages.

6.6 Application Time Limitations

All applications or claims for reimbursement under this policy must be submitted to the District within ninety (90) days after the event occurs or applicant knew, or reasonably should have known, a covered loss existed.

6.7 Reduction in Assistance

The District may limit any assistance, or reduce any payment, under this policy based upon any of the following:

- a) The property owner did not act responsibly to prevent, avoid or minimize the loss;
- b) The property owner is unable to fully substantiate or document the extent of the loss;
- c) The loss is partially covered by private insurance.

6.8 Maximum Payments

- A. Aggregate payments under this policy shall not exceed \$15,000.00 per claim.
- B. For budgeting purposes, payments under this policy shall not exceed \$ 75,000.00 per fiscal year. However, the District Board of Trustees may, in its sole discretion and without amendment to this Section, budget additional funds in any given fiscal year by resolution.

6.9 Payment Does Not Imply Liability

- A. Any assistance or payment made under this policy shall not be construed as, and does not imply, an admission of negligence, or of responsibility on the part of the District for any damage or loss.
- B. Any assistance or payment made under this policy is strictly voluntary on the part of the District. While it shall be the general policy of the District to follow the provisions of this policy, the District shall not be required to do so. The District may, based on the particular facts and circumstances of an event, elect to reject a request for assistance hereunder. If a request for assistance under this policy is not approved by the District within ninety (90) days of filing, it is deemed rejected. In the event a request hereunder is rejected, the property owner's recourse would be to proceed under the provisions of the Utah governmental immunity act and file a notice of claim thereunder. Nothing in this policy shall be construed as an acknowledgment by the District that the property owner has a meritorious claim under the Utah governmental immunity act, and the District reserves the rights to assert any and all available defenses. The ninety (90) day notice period under this policy shall not operate to extend the one-year notice period under the Utah governmental immunity act. This policy shall not in any way supersede, change or abrogate the Utah governmental immunity act, and its application to the District or establish in any person a right to sue the District under this policy.

- C. Any assistance or payment made under this policy and accepted shall constitute a full and complete release of any and all claims against the District, its officers, employees and agents arising from the incident, and shall be expressly conditioned upon the District first receiving a written release of liability, signed by the claimant in a form acceptable to the District.
- D. No claim paid hereunder shall act as precedence for any later claim made hereunder but any such later claim shall be evaluated independently in accordance with this policy.