



# **TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT**

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## **WATER RULES AND REGULATIONS**

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## 1. 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:

"Administrative Fee" means a charge assessed to cover costs typically incurred by District personnel to handle paperwork, phone calls, discussions, overhead, etc., and other like costs associated with the event.

"Availability Fee" means a charge that is applicable to all metered service to provide reimbursement to the District for the costs of services related to the supplying of water to the property but which are not directly related to the amount of water utilized at a site but, instead, are otherwise appropriately apportioned to the customer.

"Billing Cycle" means the interval between water bills. The currently established billing cycle is monthly.

"Billing Date" means the date printed on the monthly water bill, normally the last day of the month in which the water was used.

"District Manager" means the General Manager of the Taylorsville-Bennion Improvement District.

"District" means the Taylorsville-Bennion Improvement District. As used in the Rules and Regulations, "District" shall also include any Water System Operator for those items that have been contracted for or delegated to such Operator by the District.

"Usage Charge" means the rate charged per one thousand (1,000) gallons of water used.

"District Board" means the Board of Trustees of the Taylorsville-Bennion Improvement District.

"Cross-Connection" means any connection, or possible connection, between any part of the water system and any source or system containing water or any substance that is not or cannot be approved as safe, wholesome, and potable for human consumption.

"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.

- "Commercial Customer" means any customer who is neither a residential customer nor the customer for service to a multi-family dwelling served by a master meter.
- "Residential Customer" means any customer occupying or owning a dwelling unit in any structure served by a water meter.

"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.

"Monthly" means the period consisting of one (1) month or approximately thirty (30) days.

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

"Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

"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.

"Projected Average Cost" means the cost of similar service to similar users as determined by the District at its sole discretion.

"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.

"Water System Operator" shall mean that individual appointed by the General Manager to coordinate on behalf of the District for the day-to-day operation of the Water System and to represent the District in related regulatory matters.

"Water Service Area" means that area in which the Water System provides water service.

"Water Service" or "Water Services" means supplying service through a pipe or other constructed conveyance for any purpose.

"Water System" means the infrastructure of the District's water system only.

## **2. APPLICABILITY AND PURPOSE**

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

## **3. APPLICATION FOR WATER SERVICE**

### **3.1 Application – Generally**

Any person desiring to have water service turned on or premises connected with the water system shall make application to the District on forms provided by the District for that purpose. Every application shall be signed by the owner of the property to be benefited or on which the water 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. Applicants requiring extension of District's water system, refer to Section 13 "Water Mains – Installations and Extensions" in this document. The applicant shall further agree, as a condition precedent to the furnishing of water, that the District shall have the right, after giving reasonable notice when possible, to shut off the water supply for repairs, extensions, nonpayment of rates, or for any other reason relating to the operation of the water system and that the District shall not be responsible for any damage caused by the breaking, bursting, leaking, or collapsing of any boilers, pipes, fixtures, water heating appliance, or other thing, or by the stoppage or interruption of the water supply or any damage of any kind resulting directly or indirectly from the shutting off or interruption of water supply and/or service.

### **3.2 Application - Existing Service / Change of Ownership**

It is the responsibility of the new property owner to immediately apply for water service to any premises previously served by the water system. The application shall contain an address to which service is desired and the purpose for which the water is to be used (see "Service Application and Agreement"). 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.

### **3.3 Application - New Service**

Every application for water service to any premises not previously served by the water system shall contain a description of the premises where such water supply is 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. 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.

### **3.4 New Application Required for New Purpose**

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

### **3.5 Application – Form**

Application for service shall be on the forms as prescribed by the District. The application, once approved by the District, shall constitute a contract whereby the applicant agrees to conform to the provisions of the Rules, as now enacted or hereafter amended.

### **3.6 Effective Date of Service and Rates**

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

- 3.6.1 Signed application for service;
- 3.6.2 Date of ownership;
- 3.6.3 Meter installation; or
- 3.6.4 Date of occupancy

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

### **3.7 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.



## **4. BILLING AND PAYMENTS**

### **4.1 Charges for Service**

The charges for service shall consist of a usage charge, availability fees and other applicable fees as listed in the [Rate and Fee Schedule](#).

### **4.2 Meter Reading and Billing**

Meters will be read monthly for the preparation of regular bills and at intermediate dates as required for the preparation of opening, closing, or special bills. In the event the meter fails to register or 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. In addition, 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.

### **4.3 Annual Rate and Fee Review**

Annually, or as otherwise required, the District Board of Trustees will review the water rates and fees then in force and consider such changes as may be appropriate.

#### **4.3.1 Public Noticing of Water Rate or Fee Increases**

The District prepares and notifies the public of any rate or fee increases pursuant to *Utah Code Ann. §17B-1-643, as amended*.

### **4.4 Rates Subject to Change**

Except for special contracts, which specify the length of time to which the contract rate shall be extended, all rates, rules, and regulations are subject to change or modification by the District in accordance with Utah law.

### **4.5 Special Contracts**

The District reserves the right to make special contracts, the provisions and conditions of which may be different from or have exception to the regular published rates. Such special contracts shall be in writing, approved by the District Board of Trustees, and signed by the General Manager or his designee and the customer to be served.

### **4.6 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, ie: 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.

#### **4.7 Application of Payment**

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.

#### **4.8 Effect of Vacancy**

When a location to which water service is provided is vacated, whether residential or commercial, availability fees, Central Valley fees, and other usage fees shall be charged and collected from the customer of the account relating to such location, whether water is used or not.

#### **4.9 Service Connection Deemed Active**

A service connection shall be deemed active unless the District deems the service connection is to be rendered inactive.

#### **4.10 Penalties for Late Payment**

Water bills paid after the end of the month will incur an interest charge as stated in the [Rate and Fee Schedule](#) on the unpaid balance. Accounts that are certified with the Salt Lake County Treasurer's Office will incur a fee as stated in the [Rate and Fee Schedule](#).

#### **4.11 Dishonored Payments**

In the event a payment, given by the customer, is not honored by the financial institution upon which it is drawn, the District will initiate collection procedures, including 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](#).

#### **4.12 Collection of Unpaid Charges**

##### **4.12.1 Unpaid Charges Deemed Lien**

To the extent allowed by Utah law, all charges for connection and service, as provided in these Rules, or as may be hereafter amended, together with fees and interest thereon, if any, shall, in addition to being a personal liability of the applicant, be a lien upon the property with which such connection is made. Enforcement of such lien or liens shall be in any manner provided by State law.

##### **4.12.2 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](#).

#### **4.13 Billing Disputes – Responsible Party**

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

#### **4.14 Meter Reread and Test Requests – Adjustment of Bill**

##### **4.14.1 Meter Reread Request**

Upon request from a customer, based upon a complaint that the water bill for any period has been excessive, the District may have the meter reread.

##### **4.14.2 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 defective as per industry specifications outlined in AWWA C700-15 4.2.8.1 (98.5%-101.5%), then the charge to test the meter shall be refunded and meter replaced.

#### **5. LANDLORD – TENANT ACCOUNTS**

##### **5.1 Property Owners Responsible for Any and All Charges**

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

##### **5.2 Delinquent Accounts**

Any delinquent account may be certified with the County Treasurer for collection with property taxes. 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.

##### **5.3 Availability Fees**

Property Owners are responsible for paying a service charge for system availability and connection to existing waterlines, regardless of water consumption.

##### **5.4 Statement Mailings**

The property owner shall receive one bill statement per account included as part of the service charges. 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.

##### **5.5 Requesting Name Changes on Accounts**

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 Owner requesting a name change only on an account for a Tenant will be at no charge.

##### **5.6 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.

###### **5.6.1 Turn-On Requests**

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

###### **5.6.2 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. An owner of land or the owner's agent may not request temporary discontinuance of service under Utah State Code 17B-1-901 Subsection (3)(b)(i) if the request is for the purpose of debt collection, eviction, or any other unlawful purpose.

## **6. REFUSAL OF SERVICE**

### **6.1 Unsafe or Unlawful Apparatus**

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

### **6.2 Excessive Demand by Customer**

The District may, in the public interest, refuse to furnish water or may discontinue service where excessive demand by one (1) customer may be detrimental to the water service furnished to other customers.

## **7. TERMINATION OF SERVICE**

### **7.1 Unpaid Charges**

The District has the right to terminate water services to any customer for reason of nonpayment. All bills for water services are due and payable upon receipt and become delinquent twenty-five (25) days from the billing date. At the end of the grace period of no more than five (5) days, the District may turn off the water service in accordance with this section.

### **7.2 Remaining Balance on Accounts**

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

### **7.3 Delinquent Notice of Nonpayment**

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. When reasonably practicable, a notice of the District's intent will be given to the customer before certification or termination.

### **7.4 Contents of Certification or Termination Notice**

The Notice shall specify the following information in a clear and legible format:

**7.4.1** Customer's name and address;

**7.4.2** Amount due;

**7.4.3** Date by which payment must be made; and

**7.4.4** Telephone number of the District representative who can provide additional information.

### **7.5 Forty-Eight Hour Notice of Discontinuation**

At least forty-eight (48) hours prior to actual termination as set forth in the Termination Notice, the District shall make a reasonable, good faith effort to contact the owner of the account for which the Termination Notice has been prepared by telephone, or in person, and provide them with the information set forth above. At least one (1) attempted personal contact, coupled with use of a "door hanger," shall be deemed a reasonable, good faith effort at contacting the owner of the account.

## **7.6 No Termination Except on Business Days**

Water service will not be terminated for reason of nonpayment on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the District's water system are not open to the public.

## **7.7 Restoration of Service**

Water service which has been turned off for nonpayment shall not be turned on again until all delinquent charges, the 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.

## **7.8 Noncompliance**

Water service may be terminated to any customer who fails to comply with any Rule and as permitted by law.

### **7.8.1 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 service to the customer without prior notice. Concurrent with or as soon as possible after termination of service, the District shall mail to the customer or hand deliver to the service address a Notice of Noncompliance and Disconnection of Service as described below in subsection 3 "Contents of Notice". Additionally, the District shall make a reasonable, good faith effort to contact the owner of the account by telephone or in person, and provide them with the information set forth above. At least one (1) attempted personal contact coupled with use of a "door hanger" shall be deemed a reasonable, good faith effort at contacting the owner of the account.

### **7.8.2 Procedure for Termination of Service - No Imminent Risk**

When any customer fails to comply with any Rule but where no imminent risk is deemed to exist, a Notice of Noncompliance and Disconnection of Service will be mailed to the Customer or hand delivered to the service address 48 hours prior to actual disconnection. In addition to the foregoing, the District shall make a reasonable, good faith effort to contact the owner of the account, by telephone, or in person, and provide them with the information set forth above. At least one (1) attempted personal contact, coupled with use of a "door hanger," shall be deemed to be a reasonable, good faith effort at contacting the owner of the account.

### **7.8.3 Contents of Notice**

The Notice of Noncompliance shall specify the following information in a clear and legible format:

- 7.8.3.1** Customer's name and address;
- 7.8.3.2** Reason for Termination (including the Rule[s] the customer has not complied with);
- 7.8.3.3** Date by which corrective action must be taken;
- 7.8.3.4** Procedures for appealing the determination of noncompliance;
- 7.8.3.5** What fees and penalties, if any, must be paid; and
- 7.8.3.6** Telephone number of the District representative who can provide additional information.

#### **7.8.4 Restoration of Service**

Water service shall not be turned on again until the customer is in full compliance with the Rules, and all delinquent charges, penalties, if any, and the additional sum established herein by the District for turning the water on shall have been paid.

### **7.9 Voluntary**

**7.9.1** Should any customer desire to terminate water service, they shall contact the District and request a final reading of their meter. 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 notice is not given, the owner shall remain liable for all charges applicable to the account, including, but not limited to, usage charges and availability fees, until the date of actual change of ownership.

**7.9.2** If service has been voluntarily terminated by the owner, upon proper application, 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.

## **8. FEES AND PENALTIES FOR WATER TURN-ON OR TURN-OFF OF WATER SERVICE**

### **8.1 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](#). 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.

### **8.2 Multiple Trip Fee**

If a customer has their water service voluntarily turned on or off three (3) times or more 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](#).

### **8.3 Penalty for Unauthorized Turn-On or Turn-Off**

If a customer turns on or turns off the water at the setter (at the meter), then an administrative fee may be charged.

## **9. AFTER-HOURS OR EMERGENCY**

### **9.1 Water Turn-On and Turn-Off Fees**

#### **9.1.1 After-hours Turn-On or Turn-Off**

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](#).

### **9.1.2 Emergency Turn-On or Turn-Off**

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.

### **9.2 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.

## **10. FIRE HYDRANTS**

### **10.1 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 Ann. §76-4-404, as amended*, and any penalties or punishments associated with the *Public Health Security and Bioterrorism Response Preparedness Act of 2002*.

### **10.2 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 shall be a charge for the initial installation 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.

### **10.3 Fire Hydrant Installation**

See Section 13 "Water Mains – Installations and Extensions" for fire hydrant installation requirements.

## **11. PRIVATE FIRE PROTECTION SYSTEMS**

**11.1** There shall be a one time connection fee calculated on the size of the connection based on the diameter of pipe as indicated in the [Rate and Fee Schedule](#).

**11.2** 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. Such payment shall not be subject to refund.

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

**11.4** 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.

- 11.5** The minimum diameter for fire protection service shall be one inch (1") and the maximum diameter shall be not more than the diameter of the main to which the service is connected.
- 11.6** 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 and shall not be refundable.
- 11.7** Private Fire protection systems are permitted within the District's service area even if there is no other water connection to the District and when the following requirements are met:
- 11.7.1** Regularly inspected by the underwriters having jurisdiction
  - 11.7.2** Facilities are installed according to the District's specifications
  - 11.7.3** Facilities are maintained to District satisfaction
  - 11.7.4** Installation of a backflow prevention device
  - 11.7.5** There shall be a monthly minimum charge as shown in the [Rate and Fee Schedule](#).
- 11.8** No structure shall be built over the fire protection service and the owner shall maintain and safeguard the area occupied by the service from traffic and other hazardous conditions. The owner will be responsible for any damage to the fire protection service facilities.
- 11.9** 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.
- 11.10** Any unauthorized use of water through the fire protection service is strictly prohibited and may be subject to fines, penalties and possible criminal prosecution under the *Public Health Security and Bioterrorism Response Preparedness Act of 2002* and other provisions of Utah law.
- 11.11** 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
- 11.12** The owner shall be responsible for the periodic testing of any backflow prevention devices, as required by public authority or the District. Any repair or replacement of such devices or of any other facilities installed to provide private fire protection service shall be done at the owner's expense. Any refusal to comply with the above requirements may be grounds for the District's disconnecting private fire protection service without liability to the District and its officers, agents, employees, and contractors.
- 11.13** Any person that uses such fire service for other than authorized fire purposes may be subject to an administrative fee and to criminal penalties under the *Public Health Security and Bioterrorism Response Preparedness Act of 2002* and other provisions of Utah 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.

## **12. SERVICE CONNECTIONS AND EXTENSIONS**

In making a future connection to the water system, each individual building 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.

### **12.1 Connection to Water Main**

**12.1.1** 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.

**12.1.2** 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. The owner shall perform installation and maintenance of all Service Extension pipes on the customer side of the Meter Facilities.

### **12.2 Metering Requirement**

Except as provided in Subsection 3, below, each unit in a residential multi-unit structure (up to a four-plex) or in multiple habitable structures on a single property, shall have its own meter.

### **12.3 Multi-Unit Metering Requirement**

A single service line may be allowed to a residential multi-unit structure (of five or more units) or a commercial multi-unit structure, provided that one (1) owner has agreed in writing to assume and be responsible for and pay the total water bill without any deductions for vacancies or other reasons. Notwithstanding the foregoing, this Rule shall not be deemed to prevent the District from requiring, that each unit within a building obtain service through a separate service connection and meter.

### **12.4 Charges - Service and Pipe Size**

Charges collected by the District for installation of services, meter facilities and meters are determined on the basis of the service provided and the service pipes. Water meters installed shall remain at all times as property of the District. They shall be maintained, repaired, and renewed by the District when rendered unserviceable through ordinary wear and tear; provided, however, that 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.

### **12.5 Charges - Connection and Impact**

Charges for installation of water services, meters, and meter facilities shall be on an actual cost basis as determined by the General Manager or his designee, in his sole discretion, including supervision, inspection, overhead and any applicable impact fees. A payment shall be made to the District before any work is commenced. 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.

## **12.6 Credit for Existing Connection**

- 12.6.1** 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.
- 12.6.2** If the meter and meter facilities are moved from current location or if a larger meter is required, new connection fees will be charged in accordance with the [Rate and Fee Schedule](#).
- 12.6.3** 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.
- 12.6.4** 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.
- 12.6.5** 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 [Rate and Fee Schedule](#).
- 12.6.6** 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.

## **12.7 Charges for Construction Water on Service Connections 1" or Greater**

At the time the 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 incurred.

## **12.8 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, including such specifications as may be promulgated from time to time by the District. Conformity must be verified by an inspection by the District prior to the covering of the trench containing such pipe.

## **12.9 Maintenance of Service Connections and Extensions**

The District will maintain all existing service connections and allow the construction of all new service connections, including the meter facilities, except as otherwise set forth in these Rules. The service extension shall be installed and maintained by the customer at his own expense and in accordance with the standards established by the District.

## **12.10 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 and/ or replaced.

## **12.11 Installation and Maintenance Responsibilities**

**12.11.1** The customer shall, at his 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 customer or any of his tenants, agents, employees, contractors, or licensees in installing, maintaining, using, or operating such equipment.

**12.11.2** 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.

## **12.12 Change in Size or Location of Service Connection**

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.

## **12.13 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 except in cases of emergency. Any such unauthorized connections are subject to an administrative fee and to criminal penalties under *Utah Code Ann. §76-4-404, as amended*.

## **12.14 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.

## **12.15 Nonstandard Water Service**

**12.15.1** Where the customer is being served by a nonstandard water service and a standard water main is thereafter installed, within six (6) months after District's acceptance of the standard main, the customer shall discontinue the use of the nonstandard water service and shall relocate the service line from the new permanent main to the nearest property line at the customer's

expense. The customer shall further be responsible for connecting to the new service line and paying all costs associated with said connection.

**12.15.2** All work undertaken by a customer associated with the repair of service line extension in the utility right-of-way shall comply with District construction standards.

## **13. WATER MAINS - INSTALLATIONS AND EXTENSIONS**

### **13.1 Owner Responsibility**

Responsibility for the installation, repair, replacement, or up-grading of water facilities to service any new lots or parcels, including, but not limited to, water mains and fire hydrants, shall be determined by the District at the time an application for service is submitted. When such facilities are installed by a private party, and thereafter accepted by the District, they shall become part of the water system and be the property of the District and be dedicated to the public for the purpose of distributing water to the lands. Facilities of the water system installed on private property or in private streets shall be placed in easements dedicated to the District.

### **13.2 Main Extensions**

Where a reimbursement agreement exists between the District and any person providing for recovery by that person of part or all of the costs of a main or extension of a main paid for and installed by such person from persons utilizing the main (other than the District), in addition to the standard connection charges, a charge shall be made in such amounts as may be determined by the agreement or otherwise determined by a separate resolution of the District Board of Trustees for each service connection to such main or extension of the main.

### **13.3 Oversize 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.

### **13.4 General**

All design and installation of water facilities shall conform to all pertinent sections of Utah Administrative Code R309.

### **13.5 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.

### **13.6 Design Standards**

All water facilities installed in the District shall meet all Utah Division of Drinking Water rules and regulations in Rule R309. 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 which have been accepted by the Division of Drinking Water.

### **13.7 Total Water Flow Required**

Water Mains shall be designed to provide peak day capacity while keeping flow velocities below 7 feet per second (fps) as well as to ensure that the minimum static water pressure at any service connection to the system is equal to or higher than 40 psi. The District Engineer maintains the hydraulic model and will provide information for peak indoor flows. Peak outdoor flows shall be calculated for each development using R309-510-9(3).

### **13.8 Daily Flow Required**

The average daily water flow requirement, in gallons per minute, as required in Subsection 7, above, shall be obtained by multiplying the estimated daily water consumption in gallons per capita, times the total estimated population to be served by the new water facilities or unit thereof, and dividing the sum by one thousand four hundred forty (1,440 being the minutes in a twenty-four-hour day). In no case shall there be permitted average daily design flow consumption per capita for any new water facilities or unit thereof of less than one hundred (100) gallons per day at a normal operating pressure of not less than twenty-five (25) pounds per square inch.

### **13.9 Circulation**

All new water facilities shall be so designed to permit circulating water flows except where impractical because of cul-de-sacs and like conditions or the incomplete development of the grid system. Design of dead ends must meet the requirements of R309-550-5(7).

### **13.10 Pipe Design**

All water pipe and fittings used in water distribution mains or lines laid or replaced shall be designed in accordance with the standards of required design for pressures and forces established by the American Water Works Association (AWWA). Copies of these standards are on file at the business office of the District's water system. All materials must meet the requirements of ANSI/NSF Standard 61 as well as R309-550-6.

### **13.11 Main Size**

For all water mains or systems hereafter installed or replaced, the minimum size shall be eight (8) inches in diameter, on which or where fire hydrants are located, as outlined in R309-550-5(4).

### **13.12 Service Pipe Size**

In all future subdivisions of property or lot splits, the diameter of the water service pipe and connection to the water main shall not be less than the service pipe required by the State Adopted Plumbing Code for the building served thereby. The service pipe shall be equipped with a valve at the inlet to the meter. In order to provide adequate water service to large parcels or lots, the District may require larger water service pipe and connections as determined in its discretion. All services shall meet the requirements of R309-550-11.

### **13.13 New Service Pipes**

All new service pipes (other than main lines) shall be placed not less than thirty-six inches (36") below the surface of the ground. Main lines shall be at least 42" below the surface.

### **13.14 Valve Location**

New water main line valves on distribution mains or lines shall be installed on not less than a three-valve (3-valve) pattern at street intersections having a single intersecting main. All isolation valves shall conform to R309-550-5(8).

**13.15 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.

**13.16 Fire Hydrant Size, Type and Location**

The size, type, and location of new fire hydrants shall be designated by the Unified Fire Authority (UFA) or the District. Any new fire hydrant pipeline from the street water main to the fire hydrant shall have a minimum diameter of six (6) inches and shall have a shut-off valve. All hydrant installations shall also meet all requirements of R309-550-6(5).

**13.17 Ownership, Repair and Replacement of Facilities**

The District shall not be required to renew or replace water mains that are outside the established boundaries of the water system or are not owned and maintained by the District except where authorized by written agreement.

**14. WATER METERS**

**14.1 New Meter Installation**

When the District installs a new water meter for any premise, the valve at the meter shall be turned to the "off" position unless the owner has specifically requested the water be turned "on".

**14.2 Water Meters - Ownership**

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.

**14.3 Water Meters – Placement - Inspection**

**14.3.1** The location of the meter or meters used in measuring the customer's use of water must be in a place satisfactory to the District before service will be supplied.

**14.3.2** The applicant, as a condition of his contract for water service, guarantees access to the meter for purposes of reading and maintenance thereof.

**14.3.3** The District will pay no rent or other compensation to install or maintain meter and meter facilities located on customer's premises.

**14.4 Location Change - Cost**

Except as otherwise provided in the Rules, when it is necessary for the convenience of the District or because of the District's installation of new water mains to change an existing water meter or water service location, such new location shall be made at the cost and expense of the District.

#### **14.5 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 General Manager, or his/her designee, may cause the water services to be turned off to enforce the provisions of these Rules and Regulations.

#### **14.6 Removal, Repair and Replacement**

No person other than the District may remove a meter. In all cases where meters are lost, damaged, or broken by carelessness, negligence, or willful act of the customers, owners, or 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.

### **15. VALVES**

#### **15.1 Shut-Off Valve Required**

The customer shall install a suitable shut off valve(s) that will shut off all service to the premises.

#### **15.2 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.

### **16. DAMAGE OR DESTRUCTION TO DISTRICT ASSETS**

#### **16.1 Damage to District Property**

The customer shall provide a space for, and exercise proper care to protect the property of, the District 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 same or from any willful act of the customer, the cost of necessary repairs or replacement shall be paid for by the customer.

#### **16.2 Tampering or Destruction of Equipment Prohibited**

It is unlawful for any person to break, damage, destroy, uncover, deface, or tamper with any structure, equipment or appurtenance which is a part of the District's water 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.

#### **16.3 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 line, 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. The District does not assume the duty of inspecting the customer's line, 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.

## **17. DISTRICT LIABILITY**

### **17.1 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, failure to pay charges as provided by the Rules, or other necessary purposes. The District and the Water System Operator shall not be liable for any damage which may occur as a result of water being shut off to any premises, including, without limitation, the bursting of boilers supplied by direct pressure, the breaking of any pipes or fixtures, stoppage or interruption of water supply, or any other damage resulting from the shutting off of water. 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.

### **17.2 District Not Liable for Damages**

The District and the Water System Operator 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 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 or assessments due.

### **17.3 Liability Disclaimer**

The District and the Water System Operator 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 one (1) of the customers, or the service is disconnected for nonpayment for failure to have a current water service application.

### **17.4 Liability for Damage to Equipment and Property**

The owner shall be liable for any damage to the meter, meter facilities, equipment or property owned by the District, which results from any intentional or negligent act by the customer, his tenants, agents, employees, contractors, licensees, or invitees. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill therefor.

## **18. CROSS-CONNECTIONS - BACKFLOW PREVENTION**

The District has, by Resolution, adopted rules and regulations for cross-connection control and backflow prevention purposes which can be found in the District's Control of Backflow and Cross Connection policy.



## **19. WATER CONSERVATION MEASURES AND RESTRICTIONS**

### **19.1 Water Conservation Plan**

The District has, by Resolution, adopted certain water conservation measures which can be found in the District's Water Conservation Plan.

### **19.2 Water Use Restrictions**

#### **19.2.1 Restrictions During Emergency**

The General Manager shall have the power or authority to determine when an emergency exists and such determination shall be final or until revised at a meeting of the District Board of Trustees. In the event of any emergency, the General Manager 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. In addition to the power given in this section, the District Board of Trustees reserves the right in the event of any emergency to turn off the water from any main or mains or pipes of the District either with or without notice and for so long a time as the District Board of Trustees may deem advisable.

#### **19.2.2 Unauthorized Use, Damage or Tampering Prohibited**

No person shall in any manner willfully damage or injure the water system, or any part thereof, or take water therefrom, or use the water system in violation of the Rules without the written permission of the District. No person shall otherwise tamper with any main, pipe, valve, or any other equipment which forms part of the water system. Any such unauthorized use of water or of the District's equipment or infrastructure is subject to an administrative fee and to possible criminal prosecution.

## **20. VIOLATION – CORRECTION OF CONDITIONS**

Any person who shall violate any of the provisions of the Rules shall become liable to the District for any expense, loss, or damage occasioned by reason of such violation.