

BEAR RIVER WATER CONSERVANCY DISTRICT

**RULES AND REGULATIONS
FOR RETAIL WATER SERVICE**

Revised and Adopted by the Board of Trustees
Effective as of April 24, 3013

RULES AND REGULATIONS FOR RETAIL WATER SERVICE
TABLE OF CONTENTS

1.0	Applications for Water Service.....	3
1.1	New Connections.....	3
1.2	Transfer of an Existing Connection to a New Applicant.....	6
1.3	Upgrading Size of Connections.....	7
1.4	All Other Services.....	7
2.0	Termination of Water Service.....	7
2.1	Procedure for Customers.....	7
2.2	Termination by the District.....	8
3.0	Billing and Payments.....	8
3.1	Meter Reading.....	8
3.2	Payment of Charges.....	9
3.3	Insufficient Funds or Invalid Payments.....	10
3.4	Disputed Bills.....	11
4.0	Rates, Charges and Fees.....	11
4.1	Impact and Connection Fees.....	11
4.2	Water Rates and Other Charges.....	12
5.0	Service Connections.....	12
5.1	Single Family Connections.....	12
5.2	Multiple Unit Connections.....	14
6.0	Fire Flow, Fire Hydrants and Fire Lines.....	15
6.1	Installations, Inspections, Maintenance.....	15
6.2	Use of Fire Flow Facilities.....	15
7.0	Water Main Extensions – New Development.....	16
7.1	Procedure.....	16
8.0	General Provisions and Obligations.....	16
8.1	Disruption of Services.....	16
8.2	Scarcity of Water.....	17
8.3	Severability.....	17
Appendix I Water Rates and Fees		
Appendix II Water Service Application and Agreement		

1.0 APPLICATIONS FOR WATER SERVICE

1.1 NEW CONNECTIONS

1.1.1 New Water Service Petitions for a residence, commercial or industrial facilities or new development area located **within** the service area of an existing public water system. The District will evaluate a petition for new retail water service to a residence, commercial or industrial facilities or new development area located within the service area of the existing public water system as defined in Rule R309-200-3(61) of the rules adopted by the Utah Division of Drinking Water or as amended, after the petitioner has requested water service from the public water system and has had the request denied in writing. After evaluation, the District may enter into a written agreement to provide such water service provided that (1) the District has or may obtain adequate water supplies; (2) the providing of the water service would be in the best interest of the District; and (3) the petitioner shall agree to and follow all procedure and stipulations contained in the District's "Water Service Policy" including the installation of any necessary facilities.

1.1.2 New Water Service Petitions for development or existing homes located **outside** the service area of an existing public water system. The District shall evaluate the petition for water service outside the service area of an existing public water system and may enter into a written agreement to provide such water service provided that (1) the District has or may obtain adequate water supplies; (2) the providing of the water service would be in the best interest of the District; and (3) the petitioner shall agree to and follow all procedure and stipulations contained in the District's "Water Service Policy" including the installation of any necessary facilities.

1.1.3 Previous Agreements. Connection certificates issued and agreements providing for connections executed prior to the effective date of these Rules and Regulations shall be honored.

1.1.4 Procedure and Terms of Application and Agreement: All applicants shall sign a "Water Service Application and Agreement" (See Appendix II) Such application shall include the following:

1. Date of the application
2. Name of the applicant(s)
3. Location of the desired water service
4. Current mailing address and phone number of the applicant(s)

5. Name, address and phone number of a relative not living with the applicant
6. Name, address and phone number of landlord if renting or leasing property with connection

1.1.5 Agreement Terms and Conditions: The Agreement terms and conditions shall require the applicant(s) agree to the following:

1. Abide by and obey all rules and regulations herein and hereafter adopted by the Board of Trustees of the District.

2. Pay the current impact fee and the service connection fee (installation costs) as established by the District's Board of Trustees. A water availability fee equal to the applicable minimum monthly charge for water service shall be charged beginning the month following payment of the impact fee and continuing each month for customers who wish to reserve a water connection but are not ready to have a meter installed and begin using water.

3. Make payment to the District prior to 3:00 p.m. on the last business day of the month as set forth in the District's water billing statement for all applicable water and service charges billed for water usage at the rates lawfully set from time to time by the District's Board of Trustees and specified in the Water Service Application and Agreement

4. Remit a refundable security deposit in the current amount established by the Board of Trustees, if the applicant is a renter or lessee of property where a connection is provided.

5. Pay an interest charge in the amount established by the Board of Trustees, on any outstanding balance not paid by 3:00 p.m. on the last business day of the month. Acknowledge that if the applicant is delinquent for more than thirty (30) days in payment of billed charges for water service or breaches this agreement in any way, the District will have the right to discontinue all water services until such time as the delinquent bill, interest charges, collection charges, attorney's fees and/or any other applicable charges have been paid to the District or the applicant is no longer in breach of the agreement. If the water service is discontinued, the applicant shall pay a re-connection fee in the amount established by the Board of Trustees prior to reinstatement of water service.

6. Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce this

agreement. Acknowledge that the applicant has fifteen (15) days from the date of the bill postmark to protest any billing amounts or the protest is void.

7. Acknowledge that cross connections are prohibited and the applicant shall prevent any backflow into the District's delivery facilities. Acknowledge the District has the right to inspect the applicant's water system for cross connections and/or other public health hazards.

8. Acknowledge the water to be delivered to the applicant(s) under this agreement may contain fluorine or any of its derivatives or compounds, such as fluoride, and/or other additives approved by the Utah State Drinking Water Board and expressly acknowledge and approve such additives to the water.

9. Acknowledge that all parts of the District's water service facilities from the District's main line to the water meter, including the water meter, are the property of the District. The District shall construct, operate, maintain, repair and replace at its sole expense, the District's water service facilities including the water meter as required in the delivery of water service to the applicant.

10. Acknowledge the applicant has the obligation to construct, operate, maintain, repair and replace, at its sole expense, the water service line(s) from the District's water meter to the applicant's dwelling and/or other water system facilities located on the applicant's property.

11. Acknowledge that the District has the right, at any time, with or without notice, to shut off or curtail water service in the event of water scarcity, maintenance of District's water service facilities, or for any reason deemed necessary by the District.

12. Acknowledge that if the applicant is a corporation or partnership, the undersigned individual, signing for the applicant, guarantees payment of all charges and obligations pursuant to this agreement.

13. Acknowledge the residential water provided by the District pursuant to this agreement is for household use and limited outdoor use (i.e. lawns, shrubs, gardens, stock watering, etc.) The District's residential water supply may not have the capacity to provide water for fire protection services in all service areas at this time. The applicant agrees to waive any claim and to discharge the District, its officers, Trustees, employees and/or agents (the "District") from any and all liability of any nature for injuries to

or death of the applicant, applicant's family member, guests and/or invitees and for loss or damages to property of any person or persons caused by lack of water for fire protection. The applicant further agrees to defend, indemnify and hold the District harmless from all losses, claims, causes of action and/or liability of any nature for injuries to or death of any person or loss or damage to applicant's property due to lack of water for fire protection.

1.1.6 Renters or Lessees. If the new applicant is a renter or lessee, the property owner must also sign a "Water Service Application and Agreement". A local property owner must return the "Water Service Application and Agreement" within five (5) days after the renter or lessee has signed an agreement. Out of town property owners must return the application within ten (10) days. If the property owner does not return the application within the specified number of days, water service shall be terminated at the service address until the application is received. The property owner shall be responsible for payment of all charges for water service and may make payment either personally or by the renter or lessee. The property owner shall specify whether the billing statement should be sent to the renter or the owner. Payment of a security deposit is required. (See Sections 1.1.5(4) and 4.2.4)

1.1.7 Previous Customers. The District shall maintain a list of customers with unpaid water bills. Applications for water service from previous customers with unpaid balances shall not be processed until the unpaid balances together with the interest due at a current rate as approved by the Board of Trustees, are paid.

1.1.8 Acceptance of Retail Customers. Upon proper execution and approval of a petition for water service (if applicable), signing of the "Water Service Application and Agreement", payment of all associated fees and charges as determined by the District to be due and the District's determination that water facilities are available for service at such location described in the application, the applicant(s) shall be accepted as a retail customer of the District.

1.2 TRANSFER OF AN EXISTING CONNECTION TO A NEW APPLICANT

1.2.1 Transfer of Connection with Same Agreement Required. An existing connection may be transferred to a new applicant upon the same

terms and conditions as required for a new connection with the exception that in lieu of a connection fee and/or impact fee, the new applicant must demonstrate proof of purchase or lease of the property. Proof may be demonstrated by a deed or lease for the property involved, a letter by the previous owner or by such other evidence as the District may deem sufficient.

1.2.2 Transfer to Renter or Lessee. Water service may be transferred to a renter or lessee of the property where a connection is existing. Sections 1.1.5, 1.1.6, and 4.2.4 shall apply.

1.3 UPGRADING SIZE OF CONNECTIONS

1.3.1 Cost for Upgrading Size. Customers desiring a larger service connection for business and industrial purposes shall be charged the actual cost of up-sizing the connection less the fair market value of any salvaged materials from the old connection (if applicable).

1.3.2 Impact Fee. The customer shall pay an additional proportionate impact fee amount associated with the size of the service connection as established by the impact fee analysis approved by the Board of Trustees.

1.4 ALL OTHER SERVICES

1.4.1 All other services to be rendered by the District shall be negotiated between the customer and District, and shall be approved by the Board of Trustees. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with costs incurred by the District for such services.

2.0 TERMINATION OF WATER SERVICE

2.1 PROCEDURE FOR CUSTOMERS

2.1.1 Notification. When termination of water service is desired, the customer shall notify the District and request the preparation of a final statement. The Customer shall provide a forwarding address for the final bill and provide the date of the termination.

2.1.2 Refund of Deposit, if applicable. If the customer is a renter or lessee, the District shall refund the deposit upon payment of the final bill. Otherwise, the deposit shall be applied towards the outstanding bill. If the deposit is more than required to cover the outstanding balance for water service, the outstanding balance shall be deducted from the deposit and the remainder refunded to the customer. A reasonable attempt shall be made to obtain a forwarding address to refund any remaining deposit. Deposits not refunded or claimed after one year shall be considered unclaimed property and shall be forwarded to the State.

2.2 TERMINATION BY THE DISTRICT

The District reserves the right to terminate the water service of any customer. The customer may appeal the termination to the Board of Trustees.

3.0 BILLING AND PAYMENTS

3.1 METER READING

3.1.1 When meters are read. To the extent possible, the water meters shall be read at the beginning of each month to determine water usage of the previous month.

3.1.2 Meters read at beginning of service and end of service. An initial meter reading shall be made when water service is commenced and a final meter reading shall be made when service is terminated or transferred to a new customer.

3.1.3 When meters cannot be read. In the event a meter or meters cannot be read due to various circumstances, the customer shall be billed the minimum monthly applicable charge. Overage charges, if any, shall be added to the next subsequent billing statement after the meter is read.

3.1.4 Statement will show readings. Except in the case of 3.1.3, the water bill shall give a statement of the current and past meter readings and the amount of current water consumption.

3.2 PAYMENT OF CHARGES

3.2.1 When payments are due. Statements will be sent during the first week of each month for water usage from the previous month. Charges for services shall be due and payable prior to 3:00 p.m. on the last business day of the month as set forth in the District's water billing statements.

3.2.2 Water Service Terminated during billing period. When water service is terminated during a billing period, the charges shall be pro-rated between the previous customer and the new customer according to the dates of water service provided to each customer.

3.2.3 Interest Charges. Charges that are not paid prior to 3:00 p.m. on the last business day of the month shall be considered delinquent, and shall incur an interest charge on the delinquent balance in the amount established by the Board of Trustees.

3.2.4 Delinquency. If a bill remains unpaid for more than thirty (30) days after it is due, it shall be considered sufficient grounds for termination of the water service by the District. A delinquency notice will be sent to the customer. The notice may or may not be contained in or printed on the customer's statement. The notice shall state that the customer's account is delinquent. The notice shall specify that water service may be terminated unless arrangements for payment are made.

3.2.5 Shut-off notices. If the bill remains unpaid after the delinquency notice, a shut-off notice shall be sent specifying a shut-off date for water service termination. After the specified date, if the bill remains unpaid, a written notice shall be delivered either by mail or placed on the customers door a minimum of twenty-four (24) hours prior to shut-off (termination of water service). Such notice will give the date that the water will be shut-off unless the account, interest charges and any other applicable fees are paid or other arrangements are made with the District staff by 5:00 p.m. on the day prior to the shut-off date. In addition, legal action may be taken to collect the amount due to the District.

3.2.6 Normal Account Status. If the customer pays the account balance, interest charges and any other applicable charges or fees, the account will revert back to normal status.

3.2.7 Termination. If the bill remains unpaid or other arrangements for payment have not been made by the customer with the District staff,

the water service shall be terminated the morning of the day specified in the notice. Water service shall not be resumed until the delinquent bill, interest charges, any other applicable fees and a \$100.00 service restoration fee have all been paid.

3.2.8 Payment Arrangements. If a customer calls to make payment arrangements with District staff, the reason for the request must be unexpected financial hardship. Payment plans should only be allowed in extreme cases. The General Manager of the District must approve all hardship payment cases. The terms of the arrangements shall be immediate payment of all interest charges, late fees, service restoration fees, a security deposit if required, and one third of the outstanding balance. The remaining balance is due in two equal payments with the first payment due within two weeks and the second payment due within two weeks of the first payment. In certain situations, the length of time may be extended, but only with approval of the General Manager. Any scheduled payment not made when due will result in immediate termination of service without notice and all outstanding amounts must be paid in full before service is restored.

3.2.9 Lien for Past Due Service Fees. The District may certify to the treasurer of the county in which the customer's property is located, past due fees and charges for water service that the District has provided to the customer's property. Such charges, including applicable interest and penalties, upon the certification become a lien on the customer's property to which the services were provided, on a parity with and collectible at the same time and in the same manner as general county taxes that are a lien on the property. (Utah Code 17B-1-902)

3.3 INSUFFICIENT FUNDS OR INVALID PAYMENTS

3.3.1 Returned Check. If a customer issues any check, draft, order, or other instrument for payment of his account, and such is not honored upon presentation to the depository institution upon which it is drawn, marked "refer to maker" or for any other reason, not honored, a written notice will be sent to the customer requesting payment of the account. A service charge in the amount set forth by Utah Code in addition to any service charge imposed by the depository institution shall be added to the customer's account balance. The notice shall also provide a water service termination date if the account and all charges remain unpaid.

3.3.2 Legal Action. If payment is not received within seven (7) days from the date on which the notice was postmarked, legal action may be initiated against the customer. The customer shall then become liable for late charges and collection fees, interest, court costs, and attorney's fees, as provided by law, in addition to the amount due on the account. Water service shall be terminated the next business day without any additional notice.

3.4 DISPUTED BILLS

3.4.1 Incorrect Statement. If a customer believes that a statement of account is incorrect, the billing may be protested in writing or by calling the District office.

3.4.2 Time Limit to Protest. All protests shall be made within fifteen (15) days of the postmark date of the statement or the protest is void. The time period for allowing protests shall be set forth on the "Water Service Application and Agreement".

3.4.3 No Delinquency. Disputed bills shall not be declared delinquent during the time the dispute is unresolved. Upon resolution of the dispute, a new statement showing the revised charges to the customer shall be issued. The payment of said revised charges shall become delinquent fifteen (15) days after the postmark of the new statement. In the event that said charges are not paid, the water service may be terminated as provided in Section 3.2.7.

3.4.4 Unresolved Dispute. In the event that a dispute remains unresolved in excess of thirty (30) days after the protest, legal action may be initiated by the District to resolve the dispute and to collect the lawful amounts due the District.

4.0 RATES, CHARGES, AND FEES

4.1 IMPACT AND CONNECTION FEES

4.1.1 Impact Fee. The applicant(s) will pay the current impact fee associated with the area of service as established by the Board of Trustees. (Appendix I)

4.1.2 Connection Fee (Installation Costs). The applicant(s) will pay the current connection fee (installation costs) associated with the area of service as established by the Board of Trustees. (Appendix I)

4.2 WATER RATES AND OTHER CHARGES

4.2.1 Water Rate. The customer will pay the current applicable retail water rate as established by the Board of Trustees for water usage. (Appendix I)

4.2.2 Interest. A charge of 1% (12% A.P.R.) interest will be charged on delinquent amounts.

4.2.3 Service Restoration Fee. A service restoration fee of \$100.00 for restoring service after water service has been terminated will be charged.

4.2.4 Deposit. A deposit of \$150.00 is required from all customers who are renting or leasing the property where a connection is provided prior to receiving water service.

4.2.5 Collection & Attorney's Fees. In the event that legal action is necessary to collect unpaid balances, the customer will pay all collection costs and attorney's fees incurred by the District.

4.2.6 Service Charges. A service charge will be imposed on all returned checks (as allowed by statute). Additionally, the charge imposed by the depository institution will be passed on to the customer issuing the returned check. (See Section 3.3)

4.2.7 Fee for accessing water without authorization. Using a device in place of a meter to access water is considered theft of services. Water service will be terminated and a charge of \$500.00 will be assessed. (See Section 5.1.6)

5.0 SERVICE CONNECTIONS

5.1 SINGLE FAMILY CONNECTIONS

5.1.1 One dwelling unit per connection. Each residential service connection shall supply only one (1) single family dwelling unit.

5.1.2 Water Service Facilities Property of the District. The water service connection facilities including the water meter and meter box are the property of and responsibility of the District. However, the responsible party shall be held liable for any intentional damage to the District's water connection facilities caused by the customer or any other person. The District shall have the right to estimate the amount of water used during the time a meter is inoperable. Such estimate shall be based upon past usage by the customer, usage by a customer with similar circumstances or any other relevant criteria.

5.1.3 Repairs and Maintenance on Customer's side of Connection. Repair of leaks and plumbing services required on the customer's side of the water service connection facilities shall be the responsibility of the customer. As such, charges for water lost through a leak or open valve on the customer's side of the water service connection facilities shall be paid by the customer at the prevailing rate for water. The District will attempt to notify the customer if a leak is suspected. To promote water conservation and encourage the immediate repair of a leak, the District may adjust the customer's bill for water lost after it is evident the leak has been promptly repaired. The District may use the customer's average water use amounts to estimate the amount of water lost through the leak.

5.1.4 Connection in Public Right-of-Way. Where possible, the meter and water service connection facilities shall occupy the public right-of-way. In cases where this is not possible, the meter box may be situated on the customer's property. The District shall have the right of access to water meters wherever located for inspection, meter reading, maintenance and repairs or replacement. The customer shall not do any act, or cause to be done, any act that would, in any way, impair or prevent the District's access to its meter or water service connection facilities (meter box) or impair the meter's ability to determine water usage.

5.1.5 Meters Tested for Accuracy. The District shall periodically, or upon reasonable request of the customer, test water meters for accuracy. Faulty meters shall be repaired or replaced by the District.

5.1.6 Tampering with Meters. Any customer or person who tampers with, damages, or destroys water service connection facilities, shall be liable to the District for all costs associated with returning the meter to its normal operation. Using a device in place of a meter to access water service shall be considered theft of services and is prohibited by law. A charge for the estimated theft shall be calculated and charged to the water user. The

water user's meter will be locked out and a \$500.00 fee will be charged. Water service will not be restored until all charges including a \$100.00 service restoration fee are paid in full.

5.1.7 District's Right to Inspect Customer's system. The District retains the right to inspect a customer's plumbing and water lines for possible cross-connections or other conditions that may present a hazard to the integrity of the District's system or the water conveyed by the District. If a cross-connection or other condition is discovered that presents a hazard, water service shall be discontinued by the District after due process, written notification of the hazard and an appropriate time lapse for the customer's response. Service will not be resumed until the hazard is removed or corrected.

5.1.8 Hazardous Connections. Whenever the District, acting through its inspectors, determines that a water service connection is a hazard to the water supply, a back flow prevention device accepted by the Utah Department of Environmental Quality and the Division of Drinking Water, shall be installed by the customer on the service line of the customer's water system, at or near the property line, or immediately inside the building being served; but in all cases, before the first branch line leading off the service line.

5.1.9 Requirement for Backflow Prevention Device Testing. Thereafter, the customer shall obtain a certified inspection and operational testing of the backflow prevention device at least once per year and furnish the results to the District. In instances where the District deems the hazard to be great, the District may require certified inspections at more frequent intervals. The inspections and tests shall comply with standards established by the Utah Department of Environmental Quality and the Division of Drinking Water.

5.2 MULTIPLE UNITS CONNECTIONS

5.2.1 Single-Family Unit Rules Applicable to Multiple Units. All rules and regulations stated in Section 5.1 shall be applicable to Multiple Units. In multiple unit buildings, each unit shall have a separate water meter and will be billed separately for all water usage. See Section 1.1.6 if units are rented or leased.

5.2.2 Owner Responsible for all Water Delivered. The owner of a multiple unit property shall be liable for payment of all charges for water delivered to the various units.

5.2.3 Connections to Separate Buildings. Separate buildings of the same owner shall have separate connections and meters. If two or more buildings are connected to the same meter because of a previously existing connection and the ownership becomes severed, the original owner shall remain liable for payment of all water usage until separate meters can be placed in service for each building. The new owner shall be liable for all costs associated with the new service connection(s) including payment of impact fees and connection fees (installation costs).

6.0 FIRE FLOW, FIRE HYDRANTS AND FIRE LINES

6.1 INSTALLATIONS, INSPECTIONS, MAINTENANCE

6.1.1 Costs and materials. The cost of the installation and materials for fire hydrants, fire lines, and detector check systems shall be borne by those benefiting from the location of the facilities as determined by the District. Detector check systems are required when installing a fire line.

6.1.2 Facilities property of the District. The fire hydrants, fire lines and detector check systems are the property of the District. The District shall have the right to approve the type of fire hydrant together with the design, specifications and installation of all fire lines and detector check systems.

6.1.3 Inspections. Hydrants will be inspected, maintained and replaced by the District as determined necessary by the District. Costs of inspecting, maintaining, replacing and repairing fire lines, fire hydrants, detector check systems and facilities for providing fire flow may be billed and payable to the District by customer(s) benefiting from the system. Detector check systems shall be inspected each month to insure the valves are turned on and to check for water use.

6.2 USE OF FIRE FLOW FACILITIES

6.2.1 Permission for use. Use of fire hydrants without permission of the District, except for the Fire Department is prohibited.

6.2.2 Unauthorized use. Hydrants and systems will be checked on a regular basis for water use. Any unauthorized use shall be billed to the customer.

7.0 WATER MAIN EXTENSIONS - NEW DEVELOPMENT

7.1 PROCEDURE

7.1.1 Request for Retail Water Service Requiring Main Line Extensions. Any person/petitioner requesting water service that requires the extension of water main lines shall comply with and follow procedures stated in the District's "Water Service Policy" for approval of water service by the District before installation of any water facilities.

7.1.2 Upgrading size of Water Main Lines. In the sole discretion of the District, and in accordance with the District's Master Plan and the District's "Water Service Policy", the District may require a developer to install larger water lines to provide fire flow. The District may participate with the developer to upgrade a main water line to accommodate future growth at its sole discretion.

7.1.3 Costs of Water Main Line Extensions. The costs of installing water main line extensions shall be borne by those benefiting from the extensions as determined by the District.

7.1.4 Water Main Line Extensions to become Property of the District. All water main line extensions shall become property of the District, subject to the terms of the District's "Water Service Policy".

8.0 GENERAL PROVISIONS AND OBLIGATIONS

8.1 DISRUPTION OF SERVICES

8.1.1 District Not Responsible. The District shall not be responsible for disruptions of service caused by broken water lines, power outages, equipment failure or other circumstances beyond its control.

8.1.2 Natural Disaster or Emergency. In the case of an emergency such as a natural disaster or local emergency, the District solicits the

cooperation of all customers. During such emergencies, the District will make every effort to keep its customers informed of the status and adequacy of its water supply.

8.1.3 District's Right to Disrupt Service. The District reserves the right at any time, with or without notice, to shut off or curtail water deliveries through its systems for the purpose of making repairs or extensions or for other purposes, and no claim shall be made against the District, by reason of any breakage whatsoever, or for any damage that may result from shutting off the water for repairing, laying, or relaying water lines, hydrants, or other water connection facilities or for any other reason whatsoever, including natural causes. The District will attempt to provide notice to customers affected by a shut-off when adequate time exists to give such notice.

8.2 SCARCITY OF WATER

8.2.1 Limitations by Board of Trustees. In the event of scarcity of water, the Board of Trustees may, by proclamation, limit the use of water for any purpose to the extent as in its judgment is required for the public good.

8.2.2 Limitation by the General Manager. In the event of such scarcity and in the event that a meeting of the Board of Trustees cannot be convened before preventative action is required, the District's General Manager may issue a proclamation limiting the use of water. Said proclamation shall have full force and effect until such time as the Board of Trustees is able to meet.

8.3 SEVERABILITY

8.3.1 The provisions of these rules and regulations shall be severable. If any provisions hereof, or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of these rules and regulations or its application in a different circumstance.

**APPENDIX I
BEAR RIVER WATER CONSERVANCY DISTRICT
WATER RATES AND FEES**

July 2013

Current Water Rates:		Monthly Amount	Water Allowance	Overage Charge
	Harper Ward	\$39.00	7000 Gallons	\$1.00 per 1000
	Bothwell	\$29.00	7000 Gallons	\$1.00 per 1000
	South Willard	\$35.00	7000 Gallons	\$2.00 per 1000
	Beaver Dam	\$40.00	11,000 Gallons	\$1.00 per 1000
	Wholesale Water	\$345.00 per acre foot		

Current Impact Fees:	Harper Ward	\$5,380.00
	Bothwell	\$2,860.00
	South Willard	\$3,446.00
	Beaver Dam	\$4,655.00

Connection Fees / Meter Installation Costs

Parts Costs		
Qty	Description	Cost
1	12" Pipe Saddle (3/4")	\$98.65
1	Mueller H Corporation Stop	\$22.44
100	3/4" 200# poly pipe @ .21	\$21.00
2	Mueller Straight Coupling @ 12.23	\$24.46
1	3/4" Brass Nipple	\$2.60
1	Mueller 3/4" Ball Valve	\$34.49
1	3/4" Close Brass Nipple	\$2.09
1	3/4" Brass Union	\$9.35
1	Mueller 58X34 Setter	\$117.40
1	3/4" Meter	\$142.67
1	18X36 PVC White Meter Box	\$56.65
1	Water Meter Ring & Lid	\$34.27
3	Stainless Steel 3/4" Inserts @ 1.22	\$3.66
1	Radio Read Transmitter	\$124.00
TOTAL		\$693.73

Temporary Wholesale Connections

Deposit	\$1,500.00
Connection Fee	
Service Fee	
Water Charge	\$345.00 per acre foot

Rounded to \$694.00

Rindlisbacher SF Phase II Country Classics	
	Meter, Labor, Mileage
1 1/2 Hours Labor Time	\$60.00
Mileage to Bothwell 52 miles @ .585	\$30.42
Cost of Meter	\$142.67
Radio Read Transmitter	\$124.00
TOTAL	\$357.09

Rounded to \$357.00

Installation with no parts provided by developer	
Installation Parts & Meter	\$693.73
Labor & Excavation	\$450.00
Bore under road, highway or street	\$400.00
State Highway Permit	\$400.00

Example: Harper Ward	\$694.00
Labor & Excavation	\$450.00
State Highway Permit	\$400.00
	\$1,544.00 with bore \$1,944.00

Example: Bothwell	\$694.00
Labor & Excavation	\$450.00
	\$1,144.00 with bore \$1,544.00

APPENDIX II

03/13

**BEAR RIVER WATER CONSERVANCY DISTRICT
RESIDENTIAL WATER SERVICE APPLICATION AND AGREEMENT**

Date:	Acct. #
-------	---------

Applicant=s Name (Last, First, Middle)		Business Name (if applicable)	
Spouse=s Name (Last, First, Middle)			
Location of Service	City	State	Zip
Mailing Address	City	State	Zip
Phone Number:	Cellular Phone Number:		
Nearest Relative not living with Applicant- Name:			
Address	City	State	Zip
Phone Number:	Cellular Phone Number:		
Application is for:			
<input type="checkbox"/> New Service		<input type="checkbox"/> Transfer	
		Proof of Purchase _____	
<input type="checkbox"/> Renting or Leasing Property (complete the following)			
Landlord=s Name		Phone:	
Address	City	State	Zip

****Please initial each statement verifying that you understand the terms of this agreement.**

If you have any questions, please ask for clarification.**

To receive water from the Bear River Water Conservancy District, the Applicant agrees to:

1. Abide by and obey all rules and regulations herein and hereafter adopted by the Board of Trustees of the District. _____

2. Pay the current Impact fee of _____ and the service connection fee (installation costs) of _____ as established by the District's Board of Trustees. A water availability fee equal to the minimum monthly charge for water service shall be charged beginning the month following payment of the impact fee and continuing each month for customers who wish to reserve a water connection but are not ready to have a meter installed to begin using water. (Currently _____ per month) _____

3. Make payment to the District prior to 3:00 p.m. on the last business day of the month as set forth in the District's water billing statement for all applicable water and service charges billed for water usage at the rates lawfully set from time to time by the District's Board of Trustees and specified in this agreement. (Currently _____ per month for _____ gallons and _____ per 1000 gallons over _____) _____

4. Remit a refundable security deposit in the current amount established by the Board of Trustees, if the applicant is a renter or lessee of property where a connection is provided. (Currently \$150.00)_____

5. Pay an interest charge in the amount established by the Board of Trustees, on any outstanding balance not paid by 3:00 p.m. on the last business day of the month. Acknowledge that if the applicant is delinquent for more than thirty (30) days in payment of billed charges for water service or breaches this agreement in any way, the District will have the right to discontinue all water services until such time as the delinquent bill, interest charges, collection charges, attorney's fees and/or any other applicable charges have been paid to the District or the applicant is no longer in breach of the agreement. If the water service is discontinued, the applicant shall pay a re-connection fee in the amount established by the Board of Trustees prior to reinstatement of water service. (Currently \$100.00) _____

6. Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce this agreement. Acknowledge that the applicant has fifteen (15) days from the date of the bill postmark to protest any billing amounts or the protest is void. _____

7. Acknowledge that cross connections are prohibited and the applicant shall prevent any backflow into the District's delivery facilities. Acknowledge the District has the right to inspect the applicant's water system for cross connections and/or other public health hazards. _____

8. Acknowledge the water to be delivered to the applicant(s) under this agreement may contain fluorine or any of its derivatives or compounds, such as fluoride, and/or other additives approved by the Utah State Drinking Water Board and expressly acknowledge and approve such additives to the water.

9. Acknowledge that all parts of the District's water service facilities from the District's main line to the water meter, including the water meter, are the property of the District. The District shall construct, operate, maintain, repair and replace at its sole expense, the District's water service facilities including the water meter as required for the delivery of water service to the applicant. _____

10. Acknowledge the applicant has the obligation to construct, operate, maintain, repair and replace, at its sole expense, the water service line(s) from the District's water meter to the applicant's dwelling and/or other water system facilities located on the applicant's property. _____

11. Acknowledge that the District has the right, at any time, with or without notice, to shut off or curtail water service in the event of water scarcity, maintenance of District's water service facilities or for any reason deemed necessary by the District. _____

12. Acknowledge that if the applicant is a corporation or partnership, the undersigned individual, signing for the applicant, guarantees payment of all charges and obligations pursuant to this agreement. _____

13. Acknowledge the residential water provided by the District pursuant to this agreement is for household use and limited outdoor use (i.e. lawns, shrubs, gardens, stock watering, etc.) The District's residential water supply may not have the capacity to provide water for fire protection services in all service areas at this time. The applicant agrees to waive any claim and to discharge the District, its officers, Trustees, employees and/or agents (the "District") from any and all liability of any nature for injuries to or death of the applicant, applicant's family member, guests and/or invitees and for loss or damages to property of any person or persons caused by lack of water for fire protection. The applicant further agrees to defend, indemnify and hold the District harmless from all losses, claims, causes of action and/or liability of any nature for injuries to or death of any person or loss or damage to applicant's property due to lack of water for fire protection. _____

Print Name(s)	Signature(s)
Date:	Accepted by: