

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**RULES AND REGULATIONS
FOR RETAIL WATER SERVICE¹**

Revised, Effective as of February 8, 2023

¹ The agreements, notices and forms set forth in the Exhibits to this Policy may be revised by the General Manager, or the General Manager's designee, without prior Board approval so long as those revisions comply with applicable law and District policies, procedures, and rules. The General Manager or designee hereby is authorized by the Board to execute any agreement set forth in the Exhibits to this Policy.

JORDAN VALLEY WATER CONSERVANCY DISTRICT
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SCHEDULE OF WATER RATES, FEES, AND CHARGES[A1-1](#)

CHAPTER 1²

1.0 APPLICATION FOR WATER SERVICE

1.1 NEW CONNECTIONS FOR WATER SERVICE

- 1.1.1 An applicant desiring a connection for property located within the boundaries of the District and residing within the legal boundaries of an incorporated entity, shall first make application to that entity for retail water service. If the entity is unable to provide retail water service to the applicant, the entity shall submit a letter to the District requesting that the District provide the required retail water service. The applicant shall bear the cost of all expenses associated with providing retail water service.
- 1.1.2 Unless waived by the District for good cause, an applicant desiring a connection for property that is not within the boundaries of the District, shall petition the District to annex the applicant's land into the District before an application for water services will be processed. The petition shall include a legal description of the property and reasonable evidence that the petitioner is the owner of the property to be annexed or is the lawful agent of the owner. In addition, if the property is located within the legal boundaries of an incorporated entity, the application shall comply with the procedure in paragraph 1.1.1.
- 1.1.3 An applicant shall sign a Water Application and Agreement, in the form of Exhibit 1, which shall include the basic terms and conditions with which the applicant shall be required to comply to receive water service.³ Such terms and conditions shall at least require the applicant to:
- 1.1.3.1 Pay the current connection fees as established by the District. Connection certificates issued and agreements providing for connections shall be honored if executed prior to the effective date of these Rules and Regulations on July 12, 2017.
 - 1.1.3.2 Pay for all water usage and service charges at the rates set periodically by the District.
 - 1.1.3.3 Abide by and obey all rules, regulations, and policies adopted by the District, as they may be revised periodically.
 - 1.1.3.4 Pay all water and service charges within 30 days of the statement due date. Failure to pay those charges timely will result in the account being declared delinquent and the water service terminated upon proper notice. Water service shall be restored upon payment of all delinquent amounts plus a service restoration fee.
 - 1.1.3.5 Pay all interest, collection charges, and service restoration fees charged by the District.

² The footnotes (and the citations within the footnotes) are not official parts of this Manual; rather, they are for the convenience of District staff. They may be revised at the discretion of staff.

³ Utah Code Ann. (1953) § 17B-1-903

- 1.1.3.6 Pay all expenses, including attorney's fees, court costs, interest, and collection charges, incurred by the District in its efforts to collect any delinquency or to enforce these rules and regulations.
- 1.1.3.7 Acknowledge that the service connection (including all of its parts and materials) from the water main to the point of connection on the line stubbed from the building (which point of connection is immediately downstream of the meter setter) is the property and responsibility of the District; and that the connection from the meter setter to the house, and within the house, is the property and responsibility of the customer.
- 1.1.3.8 Acknowledge that the District has the right to inspect a customer's plumbing for possible cross-connections or other hazards to the District's water system.
- 1.1.3.9 Acknowledge that the District reserves the right at any time, without notice, to shut off or curtail water service in the event of water scarcity, lack of system capacity or disruption of water supply or delivery to facilitate repair or maintenance of the District's water system; or to protect the District's water system and supply from contamination which could endanger public health; or in an emergency.
- 1.1.3.10 Notify the District of any cross-connection, backflow incident, or other condition within the customer's system which may put the District's system and/or water supply at risk for contamination. Notification shall occur as soon as possible, but no later than 24 hours upon learning about such conditions.
- 1.1.3.11 Acknowledge that the customer is responsible for installing and maintaining a thermal expansion chamber and a pressure reducing valve on the cold water line feeding the customer's water heater, and that any damage which may occur as a result of a missing or faulty thermal expansion chamber or pressure reducing valve shall be the responsibility of the customer. Neither the chamber nor the valve shall be removed except to necessitate replacement or repair.
- 1.1.4 Upon proper execution of an annexation petition, if applicable, execution of a Water Application and Agreement, payment of the current connection fees and any other charges or fees determined to be due, and the District's determination that water and facilities are available for service to the applicant's service location, the applicant may, at the discretion of the District, be accepted as a retail customer.
- 1.1.5 New water service connections shall be installed by a licensed, qualified contractor at the expense of the applicant and according to specifications determined by the District. The contractor shall be responsible for all damage which occurs during connection and the contractor shall warrant, on a form approved by the District, all workmanship and materials for one year from the date of connection.
- 1.1.6 New water service connections after July 1, 2021, shall be required to comply with the District's Water Efficiency Standards, which are attached as Exhibit 10.

1.1.6.1 To ensure compliance with the Water Efficiency Standards, the applicant shall post a performance bond, as set forth in Appendix A1, and execute a Water-Efficient Landscaping Performance Bond Agreement, in the form of Exhibit 11. The bond shall be refunded to the applicant after the landscape is installed, inspected, and complies with the terms of the agreement. A compliant landscape plan by a professional landscape architect shall be submitted to the District for all commercial, industrial, institutional, and multi-family development common area landscapes prior to construction for review and approval by the District.

1.2 PROPERTY OWNER RESPONSIBILITY FOR TENANT

1.2.1 The property owner of a service location shall execute the Water Application and Agreement, be deemed the customer of the District, and be solely responsible for payment of all water service to the service location. If the property owner is represented by an agent, the property owner shall complete and sign the Agent Authorization Form, attached as Exhibit 8, and submit it to the District before the agent may act on behalf of the property owner with the District.

1.2.2 Bills for water service shall be sent to the property owner. Nevertheless, as courtesy to and at the request of the property owner, a duplicate bill for water service to the service location may be sent to the tenant occupying the service location if the property owner completes and signs the Tenant Authorization Form, attached as Exhibit 9, and submits that Form to the District. The property owner ultimately is responsible for payment of bills for the service location regardless of any arrangement for payment between the property owner and tenant.

1.3 TRANSFER OF AN EXISTING CONNECTION TO A NEW APPLICANT

1.3.1 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 place of a connection fee, proof of ownership of the property must be established to the satisfaction of the District. The new applicant shall be required to comply with the District's Water Efficiency Standards, which are attached as Exhibit 10, unless the existing connection was previously not subject to those Standards. Prior to any transfer, all unpaid charges for the service connection shall be paid in full.

1.4 TEMPORARY RETAIL CONNECTIONS

1.4.1 Applicants for a connection to provide water on a temporary basis shall execute a Permit for Temporary Use of Fire Hydrant, in the form of Exhibit 2. The applicant shall pay a temporary connection fee, which shall consist of the actual charge for services rendered, and the cost of District's labor and materials, plus ten percent.

1.4.2 Upon approval of the permit payment of the required fees and installation of the service connection by the District, the applicant will be connected into the District's system through the service connection provided. The connection shall be made according to requirements and terms which the District may consider appropriate to monitor the safety, health and integrity of its water and its facilities. The water provided shall be used only for the purpose(s) outlined in

the permit; use in any other manner may constitute grounds for immediate termination of service.

1.4.3 Payment for all damage to the service connection or meter and for water usage fees shall be the responsibility of the applicant.

1.5 ABANDONMENT OF SERVICE CONNECTION

All work on retail water service connections to be abandoned from the District's water system shall be done by a licensed, qualified contractor at the expense of the customer. The customer shall be responsible for all damage which occurs during the work. Before work may begin, the customer first shall notify the District of a desire to abandon the connection and pay the applicable inspection fee charged by the District.

CHAPTER 2

2.0 TERMINATION OF SERVICE⁴

- 2.1 When termination of service is desired, the customer shall notify the District and request the preparation of a final bill.
- 2.2 Applications for water service from previous customers with unpaid balances shall not be processed until full payment has been made of the unpaid balance, together with interest at a rate set periodically by the District.
- 2.3 The District may terminate water service of any customer if it is in the best interest of the District.
- 2.4 The District may terminate water service if a customer fails to pay all fees and charges when due.
- 2.5 The District may not terminate water service to a customer if discontinuance of the water service is requested by a private third party that is not the customer.
- 2.6 A customer may request that water service be temporarily discontinued for maintenance-related activities at the service location.
- 2.7 A property owner or third party may not request temporary discontinuance of water service if the request is for the purpose of debt collection, eviction, or any other unlawful purpose.

⁴ Utah Code Ann. (1953) § 17B-1-901

CHAPTER 3

3.0 BILLING AND PAYMENT OF BILLS

3.1 METER READING

- 3.1.1 To the extent possible, water meters shall be read each month, either manually or by technological means, and corresponding bills will be sent to customers for that month's water use. However, the interval may be lengthened at the District's discretion.
- 3.1.2 All customers shall make certain that water meters and equipment at their service locations are readily accessible to the District at all times, and that no barriers, animals, or obstructions prevent access to them. The District, its agents and employees may take all measures deemed necessary by them to gain access to meters and equipment and to use reasonable force to protect themselves or their property from injury or damage.⁵
- 3.1.3 An initial reading shall be made when water service is commenced and a final reading shall be made when service is terminated, abandoned, or transferred to a new customer.
- 3.1.4 When access to a meter is obstructed by snow, animals, or other obstacles, or in other circumstances when it is inaccessible or otherwise unreadable, the District may estimate the water usage, taking into account prior years' water use, the season, the prevailing weather patterns, and water use. Any over-charge or under-charge resulting from estimating water usage shall be equalized when the meter is next read and a billing issued.
- 3.1.5 Except when water usage is estimated, the water bill shall give a statement of the current and past meter readings and the current water consumption.
- 3.1.6 Meter base charges/flat fees shall be charged monthly to each active retail meter, regardless of the actual volume of water taken through the meter. The charges recover, in part, the District's expenses associated with the meter, including but not limited to meter reading, account billing, service and maintenance, repair, replacement, and other overhead items. The amount of the base charge/flat fee is dependent on the size of the meter, as set forth in Appendix A1.

3.2 PAYMENT OF BILLS

- 3.2.1 A bill is due and payable within 30 days from the date of the statement.
- 3.2.2 A bill not paid by its due date shall be considered delinquent, and shall incur an interest charge for a calendar year of eighteen percent (18%) (1-1/2% per month) compounded annually on the delinquent balance.
- 3.2.3 A bill which remains unpaid for more than 30 days after its due date shall be sufficient grounds for termination of water service. Notice of unpaid charges and fees will be mailed to the customer, in the form of Exhibit 3. The notice shall state that the bill is delinquent and that the outstanding balance, together with

⁵ Utah Code Ann. (1953) § 17B-1-905

interest and other charges and fees must be paid by the date specified in the notice.

- 3.2.3.1 If the bill remains unpaid after the specified due date, a written notice shall be hand-delivered to the service address. The notice shall be placed in any conspicuous place or hand-delivered to the customer. The notice shall state that unless the delinquent balance and other charges and fees are paid or other arrangements are made with the District within the time specified by the District, water service will be terminated. Legal proceedings may be taken to collect all delinquent amounts and those charges allowed or authorized by law. The customer shall reimburse the District for all associated attorneys' fees, court costs, collection costs, and expenses incurred by the District in collection, whether legal proceedings are commenced or not.
- 3.2.3.2 If the customer pays the delinquent balance, interest, and other applicable charges and fees, the account will revert back to normal status.
- 3.2.3.3 If the account remains unpaid or other arrangements for payment have not been made by the customer with the District, the water service may be terminated at the District's discretion. Water service shall not be resumed until the delinquent bill, interest, other applicable charges and fees, and a service restoration fee have been paid.
- 3.2.4 The General Manager, or the General Manager's designee, may approve a payment plan for a customer with an outstanding balance if it is determined by the General Manager that a financial hardship exists for the customer. Any such payment plan shall be in a written agreement between the customer and the District (in the form of Exhibit 4), provide for full payment of the outstanding balance, interest, and other applicable expenses incurred by the District in its collection efforts, within a time period approved by the General Manager or designee. Any scheduled payment not made when due will result in immediate termination of water service without notice, in which case all outstanding amounts shall be paid in full before water service is restored.
- 3.2.5 Only District personnel are authorized to access a meter and associated radio equipment, piping, or fittings. Any unauthorized access to or tampering with a meter or associated radio equipment, piping, or fittings, or taking delivery of water by means other than through an authorized meter, may result in an assessment of Unauthorized Use of Services Charge and/or Damage to Existing Connections Charge, as set forth in Appendix A1.
- 3.2.6 If a customer issues any check, draft, order, or other instrument for payment of a water bill which is not honored upon presentment or which is returned to the District unpaid for any reason, the District may elect to pursue, without waiving any other remedy, claim, or cause of action, those remedies set forth in the Utah Dishonored Instruments Act, Utah Code Ann. §§ 7-15-1 et seq., including a notice in the form of Exhibit 5. The District also may elect to give notice of water service termination, and in that event, water service shall be terminated without further notice or condition.

3.2.7 The District will accept only the following methods of payment from retail customers or for connection fees: check, cash, cashier's check, money order, online payment, Automated Clearing House, or credit or debit card.

3.3 DISPUTED BILLS

3.3.1 If a customer believes a bill is incorrect, the billing may be protested in writing or by calling the District.

3.3.2 A protest of a billing statement shall be made within a reasonable amount of time following the date of the statement.

3.3.3 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. In the event the resolved charges are not paid, the water service may be terminated.

3.3.4 In the event a dispute remains unresolved in excess of 30 days after protest, legal action may be initiated by the District to resolve the dispute and to collect all amounts due the District, including reasonable attorney's fees, interest, court costs, and all costs incurred by the District in its collection efforts.

CHAPTER 4

4.0 CHARGES AND FEES⁶

- 4.1 All charges and fees may be revised periodically by the Board of Trustees.
 - 4.1.1 Fees and charges shall be reviewed at least every three years.
 - 4.1.2 A fee for service shall reflect only the reasonable estimated cost of providing the service for which the fee was paid.
 - 4.1.3 Impact fees shall be reviewed at least every three years to determine whether the impact fee should be adjusted. If an adjustment is recommended, any change in the fee will be made in accordance with Utah Code Ann. § 17B-1-111 and the Utah Impact Fees Act.⁷
- 4.2 The District may charge interest on a past due charge or fee up to, but not to exceed, eighteen percent (18%) per year. The District may charge the interest monthly at the rate of 1-1/2% per month but may not compound the interest more frequently than annually.
- 4.3 The District may not charge interest on an administrative cost.
- 4.4 Upon written request from a Member Agency, a customer, or an applicant of the District for a statement about a fee, submitted no later than thirty (30) days after the date on which the Member Agency or customer or applicant pays the fee, the District, no later than ten (10) days after receipt of the written request, shall provide or commit to provide within a specific time a statement of each identified fee, including: (i) the calculation method for the fee; (ii) any studies, reports, or methods relied upon by the District to create the calculation method; (iii) an accounting of each fee paid; (iv) how each fee will be distributed by the District; and, (v) information on filing an appeal, pursuant to subparagraph 4.5, below.
- 4.5 If a Member Agency, customer, or applicant chooses to appeal whether a fee only reflects the reasonable estimated cost of providing the service for which the fee was paid, the appellant may submit a written request (addressed to the Chief Financial Officer/Treasurer of the District) describing the fee being appealed and proof that the fee was paid. Upon receiving an appeal, the District will obtain the services of an impartial party to review the fee and decide whether the fee reflects only the reasonable estimated cost of providing the service for which the fee was paid. A copy of the final decision will be mailed to the appellant. Upon receiving the final decision, the appellant may seek judicial review of the decision.

⁶ Utah Code Ann. § 17B-1-121,-902.1

⁷ Utah Code Ann. § 11-36a-101 et seq.

CHAPTER 5

5.0 SERVICE CONNECTIONS

5.1 NO SHARED SERVICE

5.1.1 Each service connection shall serve only one customer.

5.2 POINT OF CONNECTION

5.2.1 The service connection is the property of and responsibility of the District, from the water main through the meter to the point of connection with the pipe stubbed from the building, which point of connection is immediately downstream of the meter setter. The meter shall be repaired or replaced by the District, at its sole discretion and expense, except that the expenses shall be paid by the customer if the meter is damaged or made inoperable by the customer or a person affiliated with the customer. The District has the right to estimate and bill the customer for the amount of water used during the time the meter is inoperable. Such estimate shall be based upon past usage by the customer, usage by customers with similar circumstances, and any other information deemed pertinent by the District.

5.3 LEAK REPAIR AND CREDIT

5.3.1 Repair of leaks and service of plumbing on the customer side of the service connection shall be the responsibility of the customer. As such, water lost through a leak or open valve on the customer side of the service connection shall be paid for by the customer at the then current rates for water. The District may attempt to notify a customer if a leak is suspected, but absence of notice does not excuse the customer's obligation to pay for water lost due to the leak.

5.3.1 A customer may request credit from the District for water lost because of a concealed leak, such as where the leak is hidden from view by soil, concrete or within a wall cavity, in the form of Exhibit 6.

5.3.2 A request for a leak credit must be submitted within 90 days of the end of the billing period for which a credit is requested. A leak credit is limited to no more than the amount of water lost due to the leak in the 90-day period immediately preceding the date the leak adjustment request is received by the District.

5.3.3 The District at its discretion may approve, deny, or partially approve, the request and adjust the customer's bill accordingly. Examples of reasons why a leak credit may not be approved include if the customer has been approved for a leak credit in the prior 24 months, if the customer failed to respond to a notice from the District that a leak was suspected, where the leak was in a toilet or other area that is not truly concealed, or the leak should have been apparent to a reasonably alert person and the customer failed to timely investigate or take corrective action.

5.3.4 A leak credit adjustment will be applied as a credit to the customer's bill in the amount of the water usage fees for the District's estimate of the amount of water lost because of the leak during the period for which the credit is approved, not including that portion of the water usage fees that is applied as a drought surcharge when a water supply restriction level has been adopted pursuant to the District's drought contingency plan.

5.3.5 An approved leak credit adjustment will not be made unless the customer has presented proof satisfactory to the District that the leak has been repaired.

5.4 CONNECTION LOCATION

5.4.1 Where possible, the meter and service connection shall be situated in the public right-of-way. Where this is not possible, the meter may be situated on the customer's property. The District shall have the right to access water meters wherever located for inspection, meter reading, service, and maintenance. The customer shall not do, allow, or cause to be done, any act or condition which would in any way impair or prevent the District's access to the meter or service connection. The customer shall not place, install, or allow in the District's meter box, wherever it is located, any equipment owned by someone other than the District.

5.5 METER TESTING

5.5.1 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 at its expense.

5.6 DAMAGE TO METER

5.6.1 Any customer who tampers with or damages a meter or associated radio equipment, piping, or fittings, shall be liable to the District for all costs associated with repairing or replacing the meter or other equipment.

5.7 POTENTIALLY HAZARDOUS CONNECTIONS

5.7.1 The District has the right to inspect any conditions or equipment that may put the District's system and/or water supply at risk for contamination. If a condition or equipment is discovered that may seem a risk, written notification shall be given to the customer along with a request for the customer's response and a proposed correction determined by the District based upon the severity of the hazard. If, thereafter, the hazard is not corrected to the District's satisfaction, or the District determines the risk to public health to be imminent, water service may be terminated immediately, without prior notice. Water service shall not be resumed until the hazard is removed or repaired, as determined by the District.

5.7.2 Whenever the District determines that a water service connection is a potential hazard to the District's system and/or water supply, a backflow prevention device and/or assembly shall be installed by the customer, at the customer's sole expense, and only by a licensed, qualified contractor. The device shall be installed in accordance with the current plumbing code as adopted by the State of Utah and/or as contained in the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. All backflow prevention devices and/or assemblies 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. Within ten (10) business days following the initial installation of the backflow prevention device and/or assembly, the customer shall obtain a certified inspection and operational testing of the device or assembly and furnish the results to the District. Thereafter, the customer shall obtain a certified inspection and operational testing of each backflow prevention assembly conducted at least annually and furnish those results to the District. In instances where the District determines the hazard to be great, the customer shall obtain certified

inspections more frequently as required by the District. The inspections and tests shall comply with standards established by the current plumbing code adopted by the State of Utah and/or the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. If a customer fails to comply with the installation or testing requirements of a backflow prevention device and/or assembly, the District may terminate water service.

- 5.7.3 All presently installed backflow prevention devices and/or assemblies which do not meet the requirements of this Chapter as of October 22, 2003, but which were approved for the purposes described herein at the time of installation before that date, and which have been properly maintained, shall satisfy the requirements of these rules so long as the District is assured that the assembly shall satisfactorily protect the public water system. The devices and/or assemblies shall be subject to the current inspection, testing and maintenance requirements as outlined by the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water. If the existing device and/or assembly is moved from the present location, requires more than minimum maintenance as determined by the District, fails to operate properly during a testing exercise, or is determined to be hazardous by the District, the unit shall be replaced by the customer, at the customer's sole expense, with a backflow prevention device and/or assembly which meets, at the time of installation, all requirements of the plumbing code adopted by the State of Utah and/or as contained in the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water.
- 5.7.4 No backflow prevention device and/or assembly shall be installed so as to create a safety hazard (i.e., over an electrical panel, steam pipes, boilers, or above ceiling level). All backflow prevention devices and/or assemblies must be installed according to the standards established by the current plumbing code adopted by the State of Utah and/or the Cross Connection Control Program for Utah maintained by the Utah Department of Environmental Quality, Division of Drinking Water, and must be readily accessible for inspection and testing by the District.
- 5.7.5 No cross-connections shall exist between potable and non-potable water systems.
- 5.7.6 All customers with sprinkler irrigation systems that utilize water from the District shall install and test a backflow prevention device and/or assembly as set forth in § 5.7.2.

CHAPTER 6

6.0 MULTIPLE UNITS

- 6.1 The owner of an apartment complex that is served only by a single meter, shall be liable to the District for payment of all water delivered to all of the various units.
- 6.2 If two or more buildings are connected to the same meter, and if their ownership should become severed, the original owner shall remain liable for payment of all water usage fees 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.

CHAPTER 7

7.0 FIRE HYDRANTS AND FIRE LINES

- 7.1 The cost of installation and materials for fire hydrants, fire lines, and Detector Check Systems shall be borne by those benefitting from the facilities, as determined by the District. Upon installation, the hydrants, fire lines, and Detector Check Systems shall become the property of the District.
- 7.2 Existing hydrants will be inspected, maintained, and replaced as determined by the District.
- 7.3 Use of fire hydrants without permission of the District, except by a fire department, is prohibited.
- 7.4 The District has the right to approve the type of fire hydrant installed, together with the design, specifications, and installation of all fire lines and Detector Check Systems. A Detector Check System is required when installing a fire line.
- 7.5 The Detector Check System shall be inspected regularly to insure the valves are turned on and to check for water use. Any unauthorized use shall be billed to the user.
- 7.6 The cost of inspecting and maintaining fire lines and Detector Check Systems shall be billed to the customer according to a fee schedule adopted and amended periodically by the District.

CHAPTER 8

8.0 WATER MAIN EXTENSIONS

- 8.1 Any residential or commercial developer must request retail water service by signing a Line Extension Application and Agreement with the District, in the form of Exhibit 7, before installation of water mains, fire hydrants, or other waterworks required by the District.
- 8.2 To the extent practicable, the cost of installing water line extensions shall be borne by those benefitting from the extensions, as determined by the District.
- 8.3 If, in the discretion of the District, projected future water needs require a water main of greater size than needed for the development alone, the District may require that a larger water main be installed.
- 8.4 Existing water mains shall be maintained and replaced by the District.
- 8.5 All water main extensions shall become the property of the District, subject to the terms of the Line Extension Application and Agreement.

CHAPTER 9

9.0 UPGRADING SIZE OF CONNECTIONS

- 9.1 Customers desiring a larger service connection than is presently in place shall be charged the connection fees, as set forth in Appendix A1 for the requested meter size. The District will apply a credit to the impact fee corresponding to the size of the existing meter. All work associated with installing a larger service connection and meter shall be performed by a licensed, qualified contractor at the expense of the customer and according to specifications determined by the District.

CHAPTER 10

10.0 ALL OTHER SERVICES

- 10.1 All other services to be rendered by the District shall be negotiated between the customer and the District, and shall be approved by the Board of Trustees. The fees charged for services rendered shall reasonably correspond with the actual or anticipated costs incurred by the District for those services.

CHAPTER 11

11.0 GENERAL PROVISIONS AND OBLIGATIONS

- 11.1 Limitation of Liability. The District shall not be liable for damage of any nature due to disruptions, irregularities or failure of service caused by broken pipelines, power outages, equipment failure, or other circumstances beyond its reasonable control.
- 11.2 In case of an emergency such as a natural disaster, the District solicits the cooperation of all customers. During such emergencies, the District will attempt to provide reasonable notice to its customers about the status and adequacy of its system and water supply.
- 11.3 The District reserves the right at any time, without notice, to terminate and/or reduce water deliveries for the purpose of construction, maintenance, inspection, repair or replacement of equipment or facilities or for any other purpose, and no claim shall be made against the District for any damage that may result therefrom, or for any other reason whatsoever, including natural causes. The District will attempt to provide reasonable notice to its customers affected by a termination or reduction of water service when adequate time exists to give such notice.
- 11.4 In the event of scarcity of water, the Board may, by proclamation or resolution, adopt a water supply restriction level in accordance with the District's drought contingency plan and limit the use of water for any purpose as in its judgment is required for the public good. In the event of such scarcity, and in the event that a meeting of the Board cannot be convened before preventative or other action is required, the General Manager, or the General Manager's designee, may issue a proclamation or order limiting the use of water.
- 11.5 The provisions of these rules, regulations, and policies shall be severable. If any provision, 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.
- 11.6 No customer shall create or allow to exist any condition or activity which causes a District employee reasonable fear and/or apprehension for the safety of the employee's person and/or personal property in the possession or custody of the employee.
- 11.7 A District employee who reasonably fears for the employee's personal safety or for the safety of another person or of personal property in the possession or custody of the employee, may take all reasonable acts, or refrain from acting, as the employee deems necessary to provide appropriate protection.
- 11.8 An individual who tampers with District facilities for any reason, including for the purpose of stealing water, might be charged with a criminal offense.
- 11.9 In the event a customer violates any of the District's rules, regulations, or policies, the District may take such remedial action as it deems appropriate, including but not limited to the termination of water service to the customer.
- 11.10 The General Manager, or the General Manager's designee, shall be the final arbiter of the interpretation and application of these rules and regulations in the case of any challenge to, or appeal from, their implementation.

CHAPTER 12

12.0 POLICY GOVERNING RETAIL WATER SERVICE AND MUNICIPAL ANNEXATIONS

- 12.1 The District was organized as a regional water supply agency to develop a water supply for the rapidly growing areas outside the Salt Lake City service area. The District is primarily a wholesaler of water to municipalities, improvement districts, and other water entities.

The District also provides retail service in Salt Lake County, primarily in unincorporated areas. Municipalities have annexed, or may in the future annex, properties into their boundaries which are/were in the District's retail service area. This retail service policy is intended to provide for the orderly establishment of service area boundary lines and to set forth the guidelines under which the District may consider the transfer of retail service areas to municipalities. This policy applies to all District retail areas.

- 12.2 For purposes of this policy, "municipality" includes a city, town, and metro township, regardless of population size or class.

- 12.3 The District does not desire to compete with municipalities for retail water service areas, but rather will try to accommodate requests for water service in the most efficient way possible. Toward that goal, the District will consider providing retail service to unincorporated lands which annex to the District. The District also will consider providing retail service to incorporated lands if requested to do so by a municipality. However, the District discourages the long-term establishment of irregular and/or isolated "islands" of District retail service area within a municipality.

To accommodate a request for new retail water service, the District may commit to provide service if it first determines it has an available supply of water and that it has, or will have, facilities in place to provide water service to new lands. To recover the appropriate portion of the capital costs related to that commitment, the District will collect all of the connection fees from those lands if it has committed to provide service.

Similarly, if a municipality commits to provide water service to a property owner within the municipality's boundaries, the municipality will collect the connection fees for those lands. Certain locations in a municipality may rely entirely on the District's water system facilities in order to provide water service. In those situations involving District retail service areas annexed by a municipality, the municipality is requested to consult with the District prior to committing to provide water service.

If lands to which the District provides retail water service are annexed into a municipality, or are situated in two or more municipalities, the District may transfer ownership, and the associated operation and maintenance obligations, of the lands' distribution system to a municipality after considering the following criteria, among others:

- The District has collected all connection fees for the subject lands.
- The municipality has appropriately adjusted its wholesale contract with the District to provide for additional delivery of water by the District for the benefit of those lands.
- The municipality demonstrates the ability to provide an acceptable level of service to the customers presently serviced by the District.

- The municipality demonstrates that it has the technical, financial, and managerial abilities to operate a public water system as required by law and regulatory agencies.
- The municipality's water supply and delivery capabilities are comparable to those provided to the lands by the District.
- The municipality demonstrates that its public water system complies with all applicable drinking water rules and regulations.
- The lands' distribution system can be separated from the District's transmission system; metering is provided by the municipality; and critical transmission system components are retained by the District.
- Outstanding bond repayment obligations of the District, where applicable, are paid by the municipality; or an arrangement for continued payment of those obligations is reached, or the obligations may be waived if they are not significant.
- Compensation for the value of distribution pipelines and other water distribution facilities will be exchanged, based upon fair market value-
- Any revenue differential caused by conversion from retail service to a wholesale water service contract is not significant.
- The District's Board of Trustees finds that it is in the best interests of the District.
- The transfer will not violate any applicable law, regulation, or District policy and it will not result in a breach by the District of any contractual commitment.

The District will coordinate, where practical, the design and construction of water system facilities with municipalities to avoid unnecessary duplication of facilities.

APPENDIX A1

SCHEDULE OF WATER RATES, FEES, AND CHARGES

1. Applicable Areas: Retail distribution areas of the District served by non-pumped water.
2. A. Retail Water Rates (Effective as of July 1, 2022):

Retail System (Tiered Rates) <i>Rate per 1,000 Gallons</i>	Tier 1 Rate	Tier 2 Rate	Tier 3 Rate	Tier 4 Rate
Non-Pumped Zone A Water Usage	\$1.58	\$2.38	\$3.57	\$4.39
Pumped Zone C Water Usage ^(a)	\$1.76	\$2.56	\$3.75	\$4.57
Pressure Zone Casto & Upper Willow Creek Water Usage ^(b)	\$2.14	\$2.94	\$4.13	\$4.95
Meter Base Charge/Flat Fee	(c)	(c)	(c)	(c)
Tier thresholds by meter size:	Tier 1 (x 1,000 Gal.)	Tier 2 (x 1,000 Gal.)	Tier 3 (x 1,000 Gal.)	Tier 4 (x 1,000 Gal.)
5/8"	1 – 6	7 – 16	17 – 37	38+
3/4"	1 – 9	10 – 23	24 – 53	54+
1"	1 – 18	19 – 46	47 – 106	107+
1-1/2"	1 – 36	37 – 92	93 – 212	213+
2"	1 – 58	59 – 147	148 – 339	340+
3"	1 – 140	141 – 359	360 – 827	828+
4"	1 – 257	258 – 658	659 – 1516	1517+
6"	1 – 515	516 – 1316	1317 – 3032	3033+
8"	1 – 1024	1025 – 2617	2618 – 6031	6032+

- (a) Applicable Areas: Foothills residential development in Riverton City. Charges include a pumping surcharge of \$0.18 per thousand gallons.
- (b) Applicable Areas: Retail distribution system areas of the District using MWDSLS facilities for necessary pressure, including the Casto and upper Willow Creek areas. Charges include a pumping surcharge of \$0.56 per thousand gallons.
- (c) A meter base charge/flat fee will be charged each month according to the size of the customer's meter as provided in paragraph C, below.

B. Surcharges Applied During Established Water Supply Restrictions: During the effective period of an adopted water supply restriction level, a drought surcharge shall be applied to the tiered water usage fees as provided in the following table. (Effective as of July 1, 2022):

Drought Contingency Plan Water Supply Restriction Level	Water Usage Fee Surcharge
0 – Normal	n/a
1 – Moderate	n/a
2 – Severe	Tier 3 Rate x 1.10 Tier 4 Rate x 1.25
3 – Extreme	Tier 3 Rate x 1.25 Tier 4 Rate x 1.50
4 – Exceptional/Critical	Tier 3 Rate x 1.50 Tier 4 Rate x 2.00

C. Meter Base Charge/Flat Fee (Effective as of July 1, 2021):

METER SIZE	BASE CHARGE/FLAT FEE
5/8"	\$3.00
3/4"	\$3.00
1"	\$4.00
1-1/2"	\$5.00
2"	\$8.00
3"	\$15.00
4"	\$25.00
6"	\$50.00
8"	\$78.00

3. A. Temporary Connection Fee: Actual charge for services rendered, cost of District's labor and materials, plus ten percent.

B. Service charges for customer check dishonored and returned to the District unpaid: \$20.00 for returned check and \$35.00 collection charge for returned check not paid within 15 days of mailed notice.

C. Service Restoration Fee for restoring service after a meter has been turned off: \$50.00.

4. Fireline Charges (Annual Charge):

Two-Inch (2")	\$5.00
Four-Inch (4")	\$30.94
Six-Inch (6")	\$89.89
Eight-Inch (8")	\$191.55
Ten-Inch (10")	\$344.48

5. Unauthorized Use of Services Charge:

Connecting to a Fire Hydrant	\$100.00, Plus Usage
Connecting to Retail Service	\$100.00, Plus Usage

6. Damage to Existing Connections Charge: Customer shall pay \$50.00, plus cost of labor and actual cost of materials to replace.
7. Water-Efficient Landscaping Performance Bond: For new water service connections after July 1, 2021, Customer shall post a bond equal to \$2.00 per square foot of the total landscaped area, as determined by the District. The bond shall be canceled after the landscape is installed, inspected, and complies with the Water-Efficient Landscaping Performance Bond Agreement, as set forth in Exhibit 11.

RETAIL CONNECTION FEES

JORDAN VALLEY WATER CONSERVANCY DISTRICT WATER IMPACT FEE ANALYSIS IMPACT FEE BY METER SIZE EFFECTIVE AS OF JULY 1, 2021				
METER SIZE	IMPACT FEE	METER FEE	METER INSTALLATION FEE	INSPECTION FEE
5/8"	\$2,907	\$311.00	\$100.00	\$100.00
3/4"	\$4,153	\$311.00	\$100.00	\$100.00
1"	\$8,305	\$379.00	\$100.00	\$100.00
1-1/2"	\$16,611	\$673.00	\$100.00	\$100.00
2"	\$26,577	\$881.00	\$100.00	\$100.00
3"	\$64,782	(a)	(a)	\$100.00
4"	\$118,767	(a)	(a)	\$100.00
6"	\$237,533	(a)	(a)	\$100.00
8"	\$472,575	(a)	(a)	\$100.00

Notes:

An impact fee for non-standard use can be calculated by the District using the following formula:
 Estimated Peak Usage (gpm) / 1.14 (gpm) x \$4,153 = Impact Fee

a) Meters larger than 2" are purchased independently by and installed by a contractor.

EXHIBIT 1

Water Application & Agreement



APPLICATION AND AGREEMENT TO ESTABLISH YOUR WATER SERVICE

PROPERTY OWNER INFORMATION

Name _____
Street _____ Unit _____
City _____ State _____ zip _____
Phone Number _____ Email _____

WATER SERVICE LOCATION

Street _____ Unit _____
City _____ State UT Zip _____

SPECIAL CONSIDERATIONS

- For tenants: If you have tenants living at the service location and would like them to receive a copy of the bill, the property owner must submit the "[Tenant Authorization Form](#)" found on jvwcd.org.
- For agents or property managers: If you would like to authorize an agent to act on your behalf for this account, the property owner must submit the "[Agent Authorization Form](#)" found on jvwcd.org.

AGREEMENT

1. Jordan Valley Water will provide water to the Applicant in accordance with standards for public drinking water set by applicable law, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality, except Jordan Valley Water shall not be liable, or in breach of this Agreement, for failure to meet those standards unless that failure is due to Jordan Valley Water's willful misconduct or gross negligence.
2. The amount of water delivered to Applicant depends in large part on water made available to Jordan Valley Water and, for that reason, Jordan Valley Water is not a guarantor of the delivery of any water to Applicant against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom Jordan Valley Water purchases water, or all other matters beyond its reasonable control. Failure of third parties to deliver water to Jordan Valley Water shall excuse Jordan Valley Water's failure to deliver water to Applicant.
3. Jordan Valley Water's ability to deliver water to Applicant depends, in part, on the capacity of available facilities, including, for example, reservoirs, pipelines, meters, and pump stations. Due to potential failures of equipment and infrastructure, the need of Jordan Valley Water, at its discretion, to suspend service for construction, maintenance, inspection, and/or repairs, and due to limitations in water source and infrastructure capacities, Jordan Valley Water is not a guarantor of delivery capacity to Applicant.

IN EXCHANGE FOR SERVICE FROM JORDAN VALLEY WATER, PROPERTY OWNER HEREBY AGREES TO THE FOLLOWING:

1. To pay by the due dates indicated in the billing statements all water charges, service charges, and other fees at the rates set periodically by Jordan Valley Water.
2. That any protest by Property Owner of a billing statement shall be made within a reasonable amount of time following the date of the statement.
3. To pay an interest charge of 1 ½% per month on any charge or fee not paid by the due date.
4. That if Property Owner becomes delinquent for more than 30 days in the payment of any charge, fee, or cost, Jordan Valley Water, at its discretion, may terminate water service.
5. To comply with all rules, regulations, and policies adopted by Jordan Valley Water, as they may be amended periodically. A current copy of all such rules, regulations, and policies can be obtained from Jordan Valley Water on request or found on their website at <jvwcd.org>.
6. To permit Jordan Valley Water, its agents and employees, to enter the service location at all reasonable times for those purposes necessary to provide water service.
7. To make certain that the water meter and equipment is readily accessible to Jordan Valley Water at all times, and that no barriers, animals, or obstructions prevent access to them. Property Owner hereby authorizes Jordan Valley Water, its agents and employees, to take all measures deemed necessary by them to gain access to meters and equipment and to use reasonable force to protect themselves or their property from injury or damage.
8. That all parts of the service connection from the main water line to the meter (including the meter and meter setter) are the property of Jordan Valley Water.
9. That Jordan Valley Water has the right, at all times, to inspect Property Owner’s plumbing for cross-connections and other potential hazards to the water system or water supply.
10. That Jordan Valley Water reserves the right at any time, without notice, to shut off or curtail water service in the event of water scarcity, lack of system capacity, to facilitate repair or maintenance of the water system; due to emergencies; or to protect the water system or supply from contamination which could endanger public health.
11. To notify Jordan Valley Water at least one week in advance of service termination by Property Owner.
12. To pay all costs, including reasonable attorney’s fees, interest, and court costs, incurred by Jordan Valley Water in its efforts to collect any delinquent charge, fee, or cost, and/or to enforce this Agreement.
13. That this Application will be effective upon written acceptance by Jordan Valley Water.

Property Owner’s Signature _____ Date _____

Accepted by the District: _____ Date _____

By: _____ Its: _____

FOR OFFICE USE ONLY

Account Type AP CH CO DX FS HA IS ID
 MA PA RL SC SF SP TM

Service Start Date _____ Account# _____

Parcel(s) _____

EXHIBIT 2

PERMIT FOR TEMPORARY USE OF FIRE HYDRANT

This Agreement is made this _____ day of _____, _____, between the Jordan Valley Water Conservancy District, a local district organized and existing under the laws of the State of Utah (“District”), and _____ (the “Company”).

RECITALS:

- A. The District owns, operates, and maintains a fire hydrant at _____ (the “Hydrant”), and the culinary water that comes from the Hydrant;
- B. The Company desires to use the Hydrant temporarily to access the water from it for purposes of construction; and,
- C. The parties enter this Agreement to permit the Company’s access of the Hydrant and its use of the water from the Hydrant.

TERMS:

1. The District hereby authorizes the Company to access the Hydrant and use water from the Hydrant, beginning on _____ and ending on _____. The Company shall pay for all water taken through the meter at the currently adopted retail rate.
2. (a) The Company shall pay a temporary connection fee in the amount of _____ (\$_____), which shall consist of the District’s actual expense for District labor and materials, plus ten percent, associated with this Agreement.

(b) The Company shall pay to the District a deposit (the "Deposit") to attach a meter to the Hydrant. The meter shall be used to measure water taken from the Hydrant. If the meter is provided by the Company, the Deposit shall be Three Hundred and 00/100 Dollars (\$300.00). If the meter is provided by the District, the Deposit shall be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

(c) The District may apply the Deposit toward any sum due the District under this Agreement. After all sums due the District have been paid, the remainder of the Deposit, if any, will be refunded to the Company. Any sum remaining after exhaustion of the Deposit shall be paid by the Company within five (5) business days.

(d) The District may, at its discretion, determine the accuracy of any meter used by the Company. If the District determines a meter is not accurate, it shall be replaced at the Company's expense.

(e) At least once every thirty (30) days, the Company shall remove the meter from the Hydrant and take it to the District to be read, after which the Company shall re-attach that meter to the Hydrant. Installation and removal of any meter shall be at the Company's expense.

(f) The District shall determine the amount of water taken by the Company from the Hydrant through the meter.

3. (a) Amounts due from the Company under this Agreement, except as otherwise provided, will be billed monthly, and payments shall be due and payable within thirty (30) days of the date of the statement. A statement not paid by its due date will be considered delinquent. Delinquent amounts shall accrue simple interest of one and a half percent (1.5%) per month (18% APR) until paid in full.

(b) In the event the Company defaults on any payment due under this Agreement, and the Company's default remains uncured after the period specified by the District in the written notice of its default, the District, at its sole discretion, shall be entitled to remove the meter, withhold delivery of water, terminate this Agreement, and/or pursue all other remedies available to the District. No action taken by the District under this paragraph, however, shall relieve the Company of its obligation to pay any sum owed to the District.

4. If any damage occurs to the Hydrant and/or its appurtenances, the Company shall be responsible for all cost of repair or replacement at the discretion of the District.

As a representative of the Company, I, the undersigned, have read and understand this Agreement, and I sign this Agreement on behalf of the Company.

Company Name: _____ Phone Number: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Accepted By: _____ Date: _____ Meter Size: _____

Meter Manufacturer: _____ Meter Serial #: _____

District Supplied Meter: Yes or No Start Meter Reading: _____

EXHIBIT 3

Notice of Delinquent Account



Date: _____

Account #: _____ Customer Name: _____

Service Address: _____ City, State, Zip: _____

You are hereby notified that water service fees owed for this service location to Jordan Valley Water Conservancy District ("District") are past due. The past due charges will be assessed interest at the rate of 1.5% per month (18% per year) until paid.

Your water is scheduled to be shut off on _____, _____, as early as 8:00 a.m., if payment has not been received before that day. **If your water is shut off, you will be required to pay the District all delinquent amounts, interest, and a service restoration fee of \$50.00 before water service is restored.**

You are further notified that if the total amount owed is not paid, an appropriate civil legal action may be filed against you for the past due amount, interest, court costs, and attorney fees actually incurred for collection and foreclosure costs and that past due fees, interest, and administrative costs may also be collected as a nonrecurring tax notice charge.

The District accepts the following forms of payments online at www.jvwcd.org: credit card, debit card, echeck, electronic fund transfer, and autopay. You can also make payment by calling 801-565-4300. **Do not mail a check.**

If you are unable to pay the entire balance before the shut off date you may be eligible to enter into a repayment plan.

If you have questions about your delinquent balance, making a payment, entering into a repayment plan, or other aspects of your account, please contact our customer service group at 801-565-4300.

Thank you for your prompt response to this notice.

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088
(801) 565-4300


Jeanette Perry
Customer Service Supervisor

EXHIBIT 4

Request for Payment Plan

801.565.4300
fax 801.565.4399
jvwcd.org

8215 South 1300 West
West Jordan, UT 84088



COMPLETE THIS FORM TO REQUEST A PAYMENT PLAN

ELIGIBILITY REQUIREMENTS

- A request for a payment plan shall be made within 30 days of the due date of the statement.
- A payment plan may be approved only if a financial hardship exists, as determined by the District.
- No more than two (2) payment plans per a rolling twelve (12)-month period.
- A new payment plan cannot be requested if you already have one in place.
- Payment plans are granted at the sole discretion of the District.

CUSTOMER INFORMATION

Name: _____ Account Number: _____
Phone Number: _____ Email: _____

WATER SERVICE LOCATION

Address: _____

ELIGIBILITY REQUIREMENTS

*Note: Any payment plan must pay the entire balance within 45 days or it will not be accepted.

Payment #1 Due Date: _____ Amount: _____

Payment #2 Due Date: _____ Amount: _____

Payment #3 Due Date: _____ Amount: _____

CUSTOMER AGREES TO THE FOLLOWING:

Any scheduled payment not made when due shall result in the immediate termination of water service *without notice*. The payment plan will then be revoked and all outstanding amounts must be paid in full before water service is restored.

All regular monthly water statements received while a payment plan is in place shall be paid in full by the statement due date.

Customer Signature: _____ Date: _____

JVWCD Approval: _____ Date: _____

EXHIBIT 5

Notice of Returned Check



Date: _____

Account #: _____ Customer Name: _____

Service Address: _____ City, State, Zip: _____

You are hereby notified that the check described below, issued by you, has been returned unpaid to Jordan Valley Water Conservancy District ("District"):

Check date: _____ Check number: _____ Amount: _____

Originating institution: _____

Reason for dishonor (marked on check):

In accordance with Section 7-15-1, Utah Code Annotated, you are liable for the amount of the returned check together with a service charge of \$20, both of which must be paid to the District within 15 calendar days from the day on which this notice was mailed.

If you do not pay the check amount and the \$20 service charge within 15 calendar days, you are required to pay within 30 calendar days from the day on which this notice was mailed: the check amount, the \$20 service charge, and collection costs in the amount of \$35.

Failure to pay the check amount together with the \$20 service charge within 15 days from the day on which this notice was mailed may also result on your water service being shut off without further notice or condition. **If your water is shut off, you will be required to pay the District all delinquent amounts and charges, interest and a service restoration fee of \$50.00 before water service is restored.**

The District accepts the following forms of payments online at www.jvwcd.org: credit card, debit card, e-check, electronic fund transfer, and autopay. You can also make a payment by calling 801-565-4300. **Do not mail a check.**

If you have questions about your account balance, making a payment, entering into a repayment plan, or other aspects of your account, please call our customer service group at 801-565-4300.

Thank you for your prompt response to this notice.

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088
(801) 565-4300



Jeanette Perry
Customer Service Supervisor

Notice of Returned Check

page 2

If you do not pay the check amount, the \$20 service charge, and the \$35 collection costs within 30 calendar days from the day on which this notice was mailed, in accordance with Section 7-15-1, Utah Code Annotated, an appropriate civil legal action may be commenced against you by the District for:

- (1) the check amount;
- (2) interest;
- (3) court costs;
- (4) attorneys' fees;
- (5) actual costs of collection as provided by law; and
- (6) damages in an amount equal to the greater of \$100 or triple the check amount, except the damages may not exceed the check amount by more than \$500.

The Utah Criminal Code provides in Section 76-6-505, Utah Code Annotated, that:

Any person who issues or passes a check for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing it will not be paid by the drawee and payment is refused by the drawee, is guilty of issuing a bad check.

The civil action referred to in this notice does not preclude the right to seek prosecution under the Criminal Code of the State of Utah.

EXHIBIT 6

801.565.4300
fax 801.565.4399
jvwcd.org

8215 South 1300 West
West Jordan, UT 84088



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Credit Request for Leak

COMPLETE THIS FORM TO REQUEST A BILL ADJUSTMENT FOR A LEAK

ELIGIBILITY REQUIREMENTS

- Credit is available only for concealed leaks (e.g., when lost water is hidden from view by soil, concrete, a structure, or within a wall cavity)
- Request for credit must be made within 90 days of the billing period in question.
- Only one leak credit will be granted during a rolling 24-month period.
- Granting of any credit is at the sole discretion of Jordan Valley Water.
- Evidence must be provided, to the satisfaction of Jordan Valley Water, that the leak was repaired (e.g. a repair invoice, letter from plumber or repair company, or receipts if self-repaired). **Email evidence to customerservicegroup@jvwcd.org.**

CUSTOMER INFORMATION

Name: _____

Acct Number: _____

Phone Number: _____

Email: _____

WATER SERVICE LOCATION

Service Address: _____

LEAK AND REPAIR DETAILS

Date leak first noticed: _____ Date repairs completed: _____

Where was the leak? Underground Under or within concrete
 Underneath a building Within a wall cavity
 Other (specify): _____

Describe the leak and actions taken to complete the repairs:

Customer Signature: _____ Date: _____

EXHIBIT 7

LINE EXTENSION APPLICATION AND AGREEMENT

The undersigned Applicant, _____, hereby applies to the Jordan Valley Water Conservancy District (“District”) for extension of the District’s water lines, equipment, and service to the _____, located at approximately _____ in Salt Lake County, Utah (“Applicant’s Development”).

Applicant and the District agree:

1. Construction of Extension.

(a) By execution of this Agreement, the District approves Applicant’s request for extension of the District’s water lines, equipment, and service to Applicant’s Development, subject to the terms and conditions of this Agreement and its Exhibits.

(b) The extension of the District’s existing water lines and equipment includes all of the following, collectively referred to as the “New Facilities,” and which are more specifically described on attached Exhibit A: All water pipelines, valves, fire hydrants, related water transmission facilities, and meters within Applicant’s Development, and all similar items between Applicant’s Development and the District’s existing water system.

(c) The design, fabrication, construction, installation, operation, maintenance, inspection, testing, and disinfection of the New Facilities (collectively, the “Work”) shall be accomplished by the Applicant, at its expense, in accordance with plans and specifications approved by the District.

(d) The Work may be inspected by the District, at its discretion, for compliance with the plans and specifications prior to acceptance of the New Facilities

by the District. The inspections shall be performed in a manner, and at times, deemed appropriate by the District. Inspections are solely for the benefit of the District. The District shall have no duty to notify or advise Applicant about inspection results or of any non-compliance of the Work with the plans and specifications. Neither observations by the District nor inspections, tests, or approvals by the District or by others shall relieve the Applicant and/or its Contractor from any obligation to perform the Work in accordance with the plans and specifications.

(e) Contemporaneously with the execution of this Agreement, Applicant shall deposit with the District two percent (2%) of the cost of the Work, as estimated by the District. The deposit shall reimburse the District for its costs of plan review, inspection, and record-keeping. If the Work is abandoned within one (1) year from Applicant's execution of this Agreement and Applicant gives the District written notice of the abandonment within that time period, one-half (1/2) of the deposit shall be refunded to Applicant.

(f) Applicant shall cause the Work to be completed by a qualified Contractor acceptable to the District, or the District may, at its option, perform the Work.

(g) If the District elects to perform the Work, Applicant shall tender to the District prior to construction an amount of money equal to the District's estimated cost of the Work.

(h) If Applicant secures its own Contractor to perform the Work, Applicant shall furnish the following to the District prior to any construction:

(i) An Indemnity and Warranty Agreement, in the form of attached Exhibit B, executed by Applicant and the Contractor; and,

(ii) Prior to the District's acceptance of ownership of the New Facilities, if ever, and before any service is provided by the District, Applicant shall provide evidence satisfactory to the District that all labor, material, equipment, rental, power, services, and other costs incurred in, or related to, the Work have been paid in full, and that the District will receive the New Facilities free of all liens, claims, and encumbrances. The District, at its discretion and on such terms as it considers appropriate, may require Applicant, at Applicant's expense, to obtain a bond in favor of the District to guarantee such payments have been/will be made.

(i) Upon the successful completion of the Work, and at the discretion of the District, Applicant shall execute and deliver to the District a Bill of Sale for the New Facilities in the form of attached Exhibit C.

2. Fees for Connections and Extended Lines.

(a) Applicant acknowledges, understands, and agrees that the District, pursuant to its policies, procedures, and rules, as they may be adopted and/or amended periodically, shall collect fees and/or charges for each water connection made prior to providing water service to the customer at that location.

(b) The parties intend Applicant to bear the total expense of the Work; to assure the District that the New Facilities, which the District may hereafter own, operate, maintain, and control, shall be free of defects in workmanship and material; and, to assure the District that the New Facilities shall be properly designed, fabricated, constructed, operated, maintained, inspected, tested, and disinfected, and that all costs related to the Work will be paid.

(c) All payment for the Work shall be the sole responsibility and obligation of Applicant, who agrees to indemnify and hold harmless the District from any cost or expense of the Work.

3. Construction within Public Right-of-Ways.

(a) Portions of the New Facilities may be located within public right-of-ways. In that event, Applicant and Applicant's Contractor shall comply with all duties, obligations, responsibilities, and conditions imposed upon them and/or the District by any governmental entity, whether by contract, statute, court order, or otherwise.

(b) If any portion of the New Facilities is not located within a public right-of-way, then contemporaneously with the delivery to the District of the Bill of Sale identified in subparagraph 1(i), above, Applicant shall execute and deliver to the District a Pipeline Agreement in the form of attached Exhibit D.

4. Miscellaneous Provisions:

(a) This Agreement constitutes the entire agreement and understanding of the parties and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(b) Applicant may not assign this Agreement without the prior written consent of the District. The District may assign this Agreement.

(c) In the event either party is in default or otherwise fails to perform in accordance with the terms and conditions of this Agreement, the party seeking to enforce this Agreement shall be entitled to receive from the defaulting party all costs of enforcement, including reasonable attorney's fees, whether enforcement is by litigation or otherwise.

“Applicant”:

[Name]

Dated: _____

By: _____

Its: _____

“District”:

Jordan Valley Water Conservancy District

Date Approved: _____

By: _____

Barton A. Forsyth
Its General Manager/CEO

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, personally appeared before me _____, who being by me first duly sworn on oath deposed and stated that he/she is the _____ of _____, a Utah _____, that he/she has read the Line Extension Application and Agreement and knows its contents, that he/she signed this document on behalf of _____, and that he/she has been authorized by that entity to execute this document.

NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, by Barton A. Forsyth as General Manager/CEO of the Jordan Valley Water Conservancy District.

NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE NEW FACILITIES

The New Facilities include the following:

A _____, illustrating the layout of the New Facilities, is attached as Page 2 of Exhibit A.

EXHIBIT A-1

EXHIBIT A-2

(INSERT ILLUSTRATION HERE)

EXHIBIT B

INDEMNITY AND WARRANTY AGREEMENT

This Indemnity and Warranty Agreement is made as of _____, among _____, a Utah _____ (“Applicant”), _____, a Utah _____ (“Contractor”), and the Jordan Valley Water Conservancy District, a local district of the State of Utah (“District”).

RECITALS:

- A. Applicant is developing real property known as _____, located at approximately _____ in Salt Lake County, Utah (“Applicant’s Development”);
- B. Applicant has contracted with others, including Contractor, to design, fabricate, construct, operate, maintain, inspect, test, and disinfect water pipelines, valves, fire hydrants, related water transmission facilities, and meters (collectively referred to as the “New Facilities”) for Applicant’s Development;
- C. Applicant has requested the District to extend its water transmission facilities (the “Extension”) to Applicant’s Development. Accordingly, Applicant and the District executed a Line Extension Application and Agreement; and,
- D. To induce the District to accept ownership and title to the New Facilities, Applicant and Contractor enter into this Agreement.

TERMS:

The parties agree:

1. Indemnification. Applicant and Contractor hereby agree to indemnify, defend, and hold harmless the District, its affiliates, agents, employees, officers, and trustees against all actions, claims, losses, damages, and expenses (including reasonable attorney's fees) arising out of Applicant's and/or Contractor's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, inspection, testing, and/or disinfection of the New Facilities. If any claim is made against the District to which the District claims a right of indemnification from Applicant and/or Contractor, the District shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim through attorneys selected by the District, and Applicant and Contractor shall cooperate fully with the District. If the District elects to assume control of the defense and/or settlement of the claim, Applicant and Contractor shall be liable for all of the District's costs and expenses, including reasonable attorney's fees and all settlement monies.

2. Warranty of Workmanship and Materials. Applicant and Contractor warrant to the District that all work performed and material used in the design, fabrication, construction, installation, operation, maintenance, inspection, testing, and/or disinfection of the New Facilities is free from defects in material and workmanship; that all work performed and material used conformed to contract plans and specifications, the District's specifications, drawings, and data, and to applicable construction codes and local laws and ordinances regarding construction of similar facilities; and, that the materials used were free from defects in design and are suitable for their intended purposes. These warranties shall extend for one (1) year from the date on which the District accepts delivery from Applicant of the Bill of Sale specified in subparagraph 1(i)

of the Line Extension Application and Agreement, dated _____, between the District and Applicant. Applicant and Contractor agree to indemnify the District for any breach of the warranties.

3. Applicant and Contractor each shall maintain insurance in the amount of One Million and 00/100 Dollars (\$1,000,000.00), with a deductible no greater than One Thousand and 00/100 Dollars (\$1,000.00), to cover the obligations, liabilities, responsibilities, and promises each has assumed or undertaken in this Agreement. The Applicant's and Contractor's insurance carrier(s) shall be acceptable to the District, and the District periodically may require proof of insurance.

4. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, if any. Nothing in this Agreement is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

5. Amendments and Waivers. Amendments to this Agreement may only be made in writing signed by all parties, and, to be effective, any waiver must be in writing signed by the party to be charged and then only to the extent specifically set forth in the writing.

6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

7. Miscellaneous Provisions:

(a) This Agreement constitutes the entire agreement and understanding of the parties.

(b) Neither Applicant nor Contractor may assign this Agreement without the prior written consent of the District. The District may assign this Agreement.

(c) In the event any party is in default or otherwise fails to perform in accordance with the terms and conditions of this Agreement, the party seeking to enforce this Agreement shall be entitled to receive from the defaulting party all costs of enforcement, including reasonable attorney's fees, whether enforcement is by litigation or otherwise.

"Applicant":

[Name]

Dated: _____

By: _____

Its: _____

"Contractor":

[Name]

Dated: _____

By: _____

Its: _____

"District":

Jordan Valley Water Conservancy District

Dated: _____

By: _____

Barton A. Forsyth
Its General Manager/CEO

EXHIBIT C
BILL OF SALE

WHEREAS, the Undersigned Applicant has executed with the Jordan Valley Water Conservancy District (“District”) a Line Extension Application and Agreement and an Indemnity and Warranty Agreement; and,

WHEREAS, the Undersigned Applicant has agreed to convey to the District all of its right, title, and interest in and to all of the following (which are collectively referred to as “New Facilities,” and which are more particularly described on attached Exhibit 1): (i) water pipelines, valves, fire hydrants, related water transmission facilities, and meters within real property known as _____, located at approximately _____ in Salt Lake County, Utah (“Applicant’s Development”), and (ii) all similar items between Applicant’s Development and the District’s existing water system; and,

WHEREAS, a Bill of Sale is to be executed by the Undersigned Applicant and delivered to the District prior to the date water service is to be provided by the District to the Applicant’s Development;

NOW, THEREFORE, the Undersigned Applicant does hereby transfer, assign, sell, convey, give, and deliver all of its right, title, and interest in and to the New Facilities to the District, without condition or reservation. The Undersigned Applicant warrants and represents to the District that: (a) the title conveyed is good, absolute, and without defect; (b) all labor, material, equipment, rental, power, services, and other costs incurred in, or related to, the design, fabrication, construction, installation, operation, maintenance, inspection, testing, and disinfection of the New Facilities have

been fully paid and discharged; (c) there are no liens or encumbrances against the New Facilities; and, (d) the Undersigned Applicant has authority to execute and deliver this Bill of Sale. The Undersigned Applicant has agreed, and hereby reaffirms its obligation, to indemnify, defend, and hold harmless the District for all liens, encumbrances, and adverse claims of title against the New Facilities.

“Applicant”

[Name]

Dated: _____

By: _____

Its: _____

EXHIBIT 1

DESCRIPTION OF THE NEW FACILITIES

The New Facilities include the following:

A _____, illustrating the layout of the New Facilities, is attached as Page 2 of Exhibit 1.

EXHIBIT 1 (CONTINUED)
(INSERT ILLUSTRATION HERE)

EXHIBIT

EXHIBIT D

PIPELINE AGREEMENT

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

Review and Approval	
<u>Scope:</u>	
Brian: _____	_____
Initials	Date
Alan: _____	_____
Initials	Date
Legals and Record Owner:	

[PARCEL ID # _____]

PIPELINE AGREEMENT

This Agreement is made between _____ (“Grantor”), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah (“Grantee”).

RECITALS:

- A. Grantee is authorized by law to obtain easements and right-of-ways for water works facilities and pipelines within them;
- B. Grantor has installed and constructed water pipelines, valves, fire hydrants, related water transmission facilities, and meters (collectively referred to as “Pipelines”) within the lands of Grantor; and,
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee a non-exclusive, perpetual Pipelines easement together with a right-of-way in, on, over, under, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

JVWCD NO. _____

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive, permanent easement in, on, under, across and through the lands of Grantor for the conveyance of water to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of Pipelines to and from adjacent property. The easement is described in attached Exhibit 1 and is referred to as the "Easement Property".

2. Grantor hereby grants to Grantee a non-exclusive, permanent right-of-way in, on, over, across and through the Easement Property for vehicular and pedestrian access, ingress and egress to and from adjacent property, and for use of existing roads to access the Easement Property and the right-of-way. The description of the right-of-way is identical to the description of the Easement Property in attached Exhibit 1.

3. Grantee may place in the Easement Property such air vents, water vents, valves and other structures, facilities, and equipment it deems necessary for the normal operation and maintenance of the Pipelines.

4. Any damage caused by Grantee to Grantor's land resulting from the operation, maintenance, repair, replacement and reconstruction of Grantee's Pipelines shall be repaired by Grantee, at its expense, as near as reasonably possible to its pre-construction condition.

5. (a) Grantor shall have and maintain a limited right to occupy and use the Easement Property for any purpose not inconsistent with the grant to Grantee of the easement and right-of-way and with the terms and conditions of this Agreement.

(b) Grantor shall not build, install, allow, plant, or otherwise place within the Easement Property (i) any permanent structure, including but not limited to buildings or masonry fences; (ii) any structure which interferes with, or renders more difficult or expensive, Grantee's use of the right-of-way and/or easement granted under this Agreement or otherwise violates the terms of this Agreement; and (iii) any trees or shrubs. Upon demand of Grantee, any prohibited structure or feature shall be removed immediately by Grantor from the Easement Property.

(c) Following construction and installation of the Pipelines, Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property without the prior written consent of Grantee.

(d) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements.

6. Grantor may grant additional easements, licenses or right-of-ways within the Easement Property for other utilities, provided, however, that (i) Grantor shall notify Grantee in advance of the grant, and (ii) Grantee shall have the unconditional right to modify alignments and depths of any utilities proposed to be installed within the Easement Property in order to maintain a corridor practical for Grantee's Pipelines and to ensure protection of the Pipelines following construction.

7. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

8. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

9. This Agreement may be amended only by written instrument executed by all parties.

10. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

11. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

12. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

13. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

14. Any party may record this Agreement.

“Grantor”:

[Name]

Dated: _____

By: _____
[Name]

“Grantee”:

Jordan Valley Water Conservancy District

Dated: _____

By: _____

Its: _____

EXHIBIT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as _____ of _____.

NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as _____ of the Jordan Valley Water Conservancy District.

NOTARY PUBLIC

EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

A strip of land (Easement Property) _____ feet (_____) in width in those portions of Grantor's land (Sidwell No. _____) situated in Section _____, Township ____ _____, Range ____ _____, _____ Base and Meridian, in _____ County, State of Utah. The land (Easement Property) being more particularly described as follows:

(INSERT LEGAL DESCRIPTION HERE)

EXHIBIT

EXHIBIT 8

801.565.4300
fax 801.565.4399
jvwcd.org

8215 South 1300 West
West Jordan, UT 84088



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Agent Authorization

AUTHORIZATION FOR AN AGENT TO RECEIVE A COPY OF THE WATER BILL

PROPERTY OWNER INFORMATION

Name: _____

Phone Number: _____

Email: _____

WATER SERVICE LOCATION

Account Number: _____

Service Address: _____

AGENT OR PROPERTY MANAGEMENT INFORMATION

Name: _____

Street: _____

Unit: _____

City: _____

State/Zip: _____

Phone Number: _____

Email: _____

I (Property Owner) do hereby authorize the listed agency (Agent) to perform the following specific activities and transactions for the water service account specified:

Limited Access: To make payments and to request and receive copies of water service bills, account balances, payment history, and meter usage data.

Full Access: To act on my behalf, conduct any transaction, and request any information.

For the following time period (select one):

One-time authorization only Until _____ (mm/dd/yyyy)

Until terminated by the Property Owner or Tenant through a signed, written request.

I understand that the Agent may conduct the designated activities and transactions; however, I remain legally responsible for all payment and other service obligations for the water service account specified. I hereby release, hold harmless, and indemnify Jordan Valley Water Conservancy District from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to the listed Agent; 2) the unauthorized use of the information by the listed Agent; and 3) from any actions taken by the listed Agent pursuant to this authorization.

Property Owner Signature: _____

Date: _____

EXHIBIT 9

801.565.4300
fax 801.565.4399
jvwcd.org

8215 South 1300 West
West Jordan, UT 84088



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Tenant Authorization

AUTHORIZATION FOR A TENANT TO RECEIVE A COPY OF THE WATER BILL

PROPERTY OWNER INFORMATION

Name: _____

Phone Number: _____

Email: _____

WATER SERVICE LOCATION

Account Number: _____

Service Address: _____

TENANT INFORMATION

Tenant Name: _____

Street: _____

Unit #: _____

City: _____

State/Zip: _____

Phone Number: _____

Email: _____

I (Property Owner) do hereby authorize the listed tenant (Tenant) to perform the following specific activities and transactions for the water service account specified:

Limited Access: To make payments and to request and receive copies of water service bills, account balances, payment history, and meter usage data.

For the following time period (select one):

One-time authorization only Until _____ (mm/dd/yyyy)

Until terminated by the Property Owner or Tenant through a signed, written request.

I understand that the Tenant may conduct the designated activities and transactions; however, I remain legally responsible for all payment and other service obligations for the water service account specified. I hereby release, hold harmless, and indemnify Jordan Valley Water Conservancy District from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to the listed Tenant; 2) the unauthorized use of the information by the listed Tenant; and 3) from any actions taken by the listed Tenant pursuant to this authorization.

Property Owner Signature: _____

Date: _____

EXHIBIT 10

WATER EFFICIENCY STANDARDS

1. Purpose
The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.
2. Applicability
The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards shall also be required for new landscaping construction installed by homeowners.
3. Indoor Fixture Requirements
It is recommended and encouraged, but not mandated, that all new and future construction and future additions, remodels, or refurbishments install plumbing fixtures that have the WaterSense label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.
4. Outdoor Landscaping Standards
All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards, and homeowner provided landscape improvements within the front and side yards of single and two-family dwellings shall comply with the landscaping standards below:

Definitions

- A. Activity Zones: Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- B. Active Recreation Areas: Areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).
- C. Central Open Shape: An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature.
- D. Gathering Areas: Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.
- E. Hardscape: Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

- F. Lawn: Ground that is covered with grass or turf that is regularly mowed.
- G. Localscapes®: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
- H. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
- I. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
- J. Paths: Designed routes between landscape areas and features.
- K. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- L. Total Landscaped Area: Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

5. Landscaping Requirements

- A. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
- B. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
- C. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
- D. At least 3-4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
- E. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.

- F. Lawn shall not be installed in Park Strips, Paths, or on slopes greater than 25% or 4:1 grade, and be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
- G. In residential landscapes, the landscaping shall adhere to the following Localscapes requirements:
- i. If size permits, the landscaped areas of the front yard and back yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
 - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.
 - iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.
 - iv. Paths shall be made with materials that do not include Lawn, such as Hardscape, Mulch, or other groundcover.
 - v. Lawn areas shall not exceed the greater of 250 square feet, or 35% of the Total Landscaped Area.
 - vi. Small residential lots, which have no back yards, which the Total Landscaped Area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements in section F, are exempt from the 8 feet minimum width Lawn area requirement.
- H. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
- I. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph F, above). Applications to receive exceptions are to be considered on a case-by-case basis.
- J. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

EXHIBIT 11

WATER-EFFICIENT LANDSCAPING PERFORMANCE BOND AGREEMENT

This Water-Efficient Landscaping Performance Bond Agreement (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between Jordan Valley Water Conservancy District, a Utah local district (“District”), _____ (“Applicant”) and, if applicable, _____ (“Surety”).

RECITALS

- A. Applicant owns the real property at the location set forth in the attached Exhibit A (“Service Location”) which is within the boundaries in which the District provides retail water service. Applicant has submitted an application to the District seeking to establish a new water service connection.
- B. The District has established Water-Efficient Landscaping Requirements which are set forth in the attached Exhibit B (the “Requirements”) for all new water service connections.
- C. The District requires Applicant to provide security to the District to guarantee Applicant’s compliance with the Requirements and Applicant’s performance of and completion of all terms and conditions set forth in this Agreement. Accordingly, the District, Applicant and, if applicable, Surety enter into this Agreement.

TERMS

The parties agree as follows:

1. The amount of the security established by this Agreement is _____ (\$_____), the payment of which sum of money Applicant does hereby bind itself, its heirs, executors, administrators, successors and assigns to the District for the performance of this Agreement. Such security may be provided as follows:

a. Applicant may deposit readily available funds in the amount of the security with the District. In such event, a surety need not be a party to this Agreement.

b. Alternatively, Surety may provide a bond in the amount of the security for the benefit of the District. In such case, Surety shall be a party to this Agreement and Surety, jointly and severally with Applicant, does hereby bind itself and its successors and assigns to the District for the payment of the security as provided in this Agreement. Surety represents and warrants that it is lawfully authorized to issue surety bonds in the State of Utah and that the bond issued pursuant to this Agreement has been duly authorized.

c. Alternatively, Applicant may provide a Letter of Credit in the amount of the security for the benefit of the District on which the District may draw in whole or in part and use, apply or retain the whole or any part of such proceeds, as the case may be, to the extent required for the payment of

any sum payable by Applicant under this Agreement, including but not limited to attorneys' fees for which the District is entitled to reimbursement pursuant to this Agreement. The Letter of Credit shall name the District as beneficiary, shall be in the amount required by this Section, shall be issued by a commercial bank (the "Bank") with offices for banking purposes registered in the State of Utah and acceptable to the District, shall be non-cancellable, and shall be in form and substance satisfactory to the District.

2. By no later than _____ (the "Completion Date"), Applicant, at its sole cost and expense, shall install landscaping at the Service Location in compliance with the Requirements. Upon completion of such landscaping installation, Applicant shall request in writing that the District inspect the landscaping for compliance with the Requirements. If the landscaping is determined not to comply with the Requirements, the District shall provide written notice of any deficiency to Applicant. In the event that a Surety is a party to this Agreement, such notice shall also be provided to Surety. If Applicant provides a Letter of Credit, such notice shall also be provided to the Bank. Applicant shall thereafter have until the later of the Completion Date or forty-five (45) days from notice of the failed inspection to correct the landscaping (the "Extended Completion Date"). Upon correction of all deficiencies, Applicant shall request in writing another inspection from the District. If the landscaping still does not comply with the Requirements or if it is not completed by the Completion Date or, if applicable, the Extended Completion Date, Applicant shall be in default under

this Agreement and the District shall provide Applicant and, if applicable, Surety or the Bank written notice of such default.

3. Upon the District determining that the Applicant has fully performed under this Agreement, any bond deposited with the District shall be released and returned to Applicant (without interest). Alternatively, if Surety has issued a bond, such bond shall be released and Surety shall have no further obligation under this Agreement. Alternatively, if Applicant has provided a Letter of Credit, such Letter of Credit shall be returned to Applicant.

4. Following written notice of Applicant's default, the full amount of the security shall be forfeited and immediately paid over to the District as compensation to the District for the increased costs and damages it has or will suffer as a result of Applicant's non-compliance with the Requirements. The District's retention of the bond or use of the Letter of Credit proceeds shall be in addition to, and shall not be a waiver of, any other legal remedy available to the District under this Agreement or otherwise.

5. Notice to the District, Applicant or Surety shall be mailed or delivered to the address set forth below with such party's signature or, in the case of the Bank, the address set forth in the Letter of Credit.

6. Applicant and, if applicable, Surety, each hereby represents, warrants, and acknowledges to the District that:

- (a) Each has full legal right, power and authority to enter into this Agreement and to consummate all of the transactions contemplated hereby and such entry into this Agreement;

(b) This Agreement has been duly executed and delivered and constitutes the valid and legally binding obligations of each party, enforceable in accordance with its terms; and,

(c) Neither is required to make any filing with or obtain any authorization, consents, or other approvals of any person or entity in order to effectuate the transaction contemplated hereby.

9. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

[SIGNATURE PAGE FOLLOWS]

JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 South 1300 West
West Jordan, UT 84088

APPLICANT:

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

SURETY:

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
WATER SERVICE LOCATION

EXHIBIT B

WATER EFFICIENCY STANDARDS

1. **Purpose**
The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.
2. **Applicability**
The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards shall also be required for new landscaping construction installed by homeowners.
3. **Indoor Fixture Requirements**
It is recommended and encouraged, but not mandated, that all new and future construction and future additions, remodels, or refurbishments install plumbing fixtures that have the WaterSense label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.
4. **Outdoor Landscaping Standards**
All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards, and homeowner provided landscape improvements within the front and side yards of single and two-family dwellings shall comply with the landscaping standards below:

Definitions

- A. **Activity Zones:** Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- B. **Active Recreation Areas:** Areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).
- C. **Central Open Shape:** An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature.
- D. **Gathering Areas:** Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.

EXHIBIT B (continued)

- E. Hardscape: Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
 - F. Lawn: Ground that is covered with grass or turf that is regularly mowed.
 - G. Localscapes®: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
 - H. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
 - I. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
 - J. Paths: Designed routes between landscape areas and features.
 - K. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
 - L. Total Landscaped Area: Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.
5. Landscaping Requirements
- A. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
 - B. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
 - C. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

EXHIBIT B (continued)

- D. At least 3-4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
- E. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.
- F. Lawn shall not be installed in Park Strips, Paths, or on slopes greater than 25% or 4:1 grade, and be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
- G. In residential landscapes, the landscaping shall adhere to the following Localscapes requirements:
 - i. If size permits, the landscaped areas of the front yard and back yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
 - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.
 - iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.
 - iv. Paths shall be made with materials that do not include Lawn, such as Hardscape, Mulch, or other groundcover.
 - v. Lawn areas shall not exceed the greater of 250 square feet, or 35% of the Total Landscaped Area.
 - vi. Small residential lots, which have no back yards, which the Total Landscaped Area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements in section F, are exempt from the 8 feet minimum width Lawn area requirement.
- H. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
- I. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph F, above). Applications to receive exceptions are to be considered on a case-by-case basis.

EXHIBIT B (continued)

- J. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.