

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**RULES AND REGULATIONS
FOR RETAIL WATER SERVICE¹**

Revised, Effective as of October 3, 2018

¹ The agreements set forth in the Exhibits to this Policy may be revised by the General Manager, or her or his 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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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 reasonable service restoration fee.
 - 1.1.3.5 Pay all interest, collection charges, and service restoration fees charged by the District.
 - 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.

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

- 1.1.3.7 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.

1.2 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. Bills for water service shall be sent to the property owner. Nevertheless, as a courtesy to and at the request of the property owner, a duplicate bill for water service to the service

location will also be sent to the tenant occupying the service location. 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. 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 shall be the responsibility of the applicant.

1.5 ABANDONMENT OF SERVICE CONNECTION

All 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 radio telemetry, 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 of 1-1/2% per month (18% a.p.r.) 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 3.⁶ The notice shall state that the bill is delinquent and that the outstanding balance, together with

⁵ Utah Code Ann. (1953) § 17B-1-905

⁶ Utah Code Ann. (1953) § 17B-1-904

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 charge have been paid.
- 3.2.4 The General Manager, or her or his 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 Theft of Services charges and/or Damage to Existing Connections charges, as set forth in Appendix A1.
- 3.2.6 If a customer issues any check, draft, order, or other instrument for payment of her or his 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 the following methods of payment from retail customers 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 RATES, CHARGES, AND FEES⁷

- 4.1 All rates, charges, and fees may be revised periodically by the Board of Trustees. Rates, charges, and fees shall be reasonably related, to the extent possible as determined by the Board, to the cost of providing the service(s) for which they are assessed. A schedule of current rates, charges, and fees is set forth in Appendix A1.
- 4.2 The District may charge interest on a past due fee or charge up to but not to exceed an annual rate of eighteen percent (18%). The District may charge the interest monthly but may not compound the interest more frequently than annually.
- 4.3 The District may charge and collect an administrative cost for some or all of the following:
 - (A) the collection cost of a past due fee or charge;
 - (B) reasonable attorney fees actually incurred for collection costs, if applicable; and
 - (C) any other cost.
- 4.4 The District may not charge interest on an administrative cost.

⁷ Utah Code Ann. § 17B-1-902.1

CHAPTER 5

5.0 SERVICE CONNECTIONS

- 5.1 Each service connection shall serve only one customer.
- 5.2 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, unless it is damaged or made inoperable by 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 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 prevailing 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. A customer may request credit from the District for water lost because of a leak, in the form of Exhibit 6. The District at its discretion may adjust the customer's bill by charging its average wholesale water rate for the District's estimate of the amount of water lost because of the leak. However, the bill will not be adjusted, if ever, until the customer has presented proof satisfactory to the District that the leak has been repaired.
- 5.4 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 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 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 its 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 its 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 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 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. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with 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, 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 action is required, the General Manager, or her or his designee, may issue a proclamation 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 Any District employee who reasonably fears for his personal safety or for the safety 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 the purpose of stealing water shall be criminal offenses.
- 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.

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, 2018):

Retail System (Tiered Rates) Rate per 1,000 Gallons	Tier 1 Rate	Tier 2 Rate	Tier 3 Rate
Non-Pumped Zone A Water Usage	\$1.78	\$2.65	\$3.71
Pumped Zone C Water Usage ^(a)	\$1.96	\$2.83	\$3.89
Pressure Zone Casto & Upper Willow Creek Water Usage ^(b)	\$2.11	\$2.98	\$4.04
Meter Base Charge/Flat Fee	(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.)
3/4"	1 – 12	13 – 53	54+
1"	1 – 24	25 – 106	107+
1-1/2"	1 – 48	49 – 212	213+
2"	1 – 77	78 – 339	340+
3"	1 – 187	188 – 827	828+
4"	1 – 343	344 – 1516	1517+
6"	1 – 686	687 – 3032	3033+
8"	1 – 1366	1367 – 6031	6032+

- (a) Applicable Areas: Foothills residential development in Riverton City.
- (b) Applicable Areas: Retail distribution system areas of the District served by MWDSLs facilities for necessary pressure, including the Casto and upper Willow Creek areas.
- (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 B, below.

- B. Meter Base Charge/Flat Fee (Effective as of July 1, 2015):

METER SIZE	BASE CHARGE/FLAT FEE
5/8" and 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
10"	\$114.00
12"	\$168.00
14"	\$228.00
16"	\$300.00
18"	\$378.00
20"	\$462.00
24"	\$672.00
30"	\$1,050.00

- 3. A. Collection costs for past due service fees: \$20.00.
- B. Service charges for customer check dishonored and returned to the District unpaid: \$20.00.
- C. Service Restoration Charge for restoring service after a meter has been turned off: \$35.00.

4. Fireline Charges (Annual Charge):

Two-Inch (2")	\$40.00
Four-Inch (4")	\$80.00
Six-Inch (6")	\$120.00
Eight-Inch (8")	\$160.00
Ten-Inch (10")	\$200.00

5. Theft of Services:

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

- 6. Damage to Existing Connections: Customer shall pay \$50.00, plus cost of labor and materials to replace.

RETAIL CONNECTION FEES

JORDAN VALLEY WATER CONSERVANCY DISTRICT WATER IMPACT FEE ANALYSIS IMPACT FEE BY METER SIZE EFFECTIVE AS OF SEPTEMBER 3, 2013				
METER SIZE	IMPACT FEE	METER FEE	METER INSTALLATION FEE	INSPECTION FEE
3/4"	\$3,999	\$120.00	\$100.00	\$100.00
1"	\$7,998	\$175.00	\$100.00	\$100.00
1-1/2"	\$15,996	\$470.00	\$100.00	\$100.00
2"	\$25,594	\$540.00	\$100.00	\$100.00
3" AND LARGER	(a)			

Notes:

a) To be calculated by the District, based on peak usage (estimated peak usage (gpm)) / 25 gpm (estimated peak usage for 3/4" meter) x \$3,999.

EXHIBIT 1



Water Application and Agreement

COMPLETE THIS FORM TO START NEW WATER SERVICE

APPLICATION DETAILS

Application For	<input type="checkbox"/> Property Owner (for service to an existing property)		
Property Type	<input type="checkbox"/> Single Home	<input type="checkbox"/> Duplex	<input type="checkbox"/> Apartment
	<input type="checkbox"/> Commercial Business	<input type="checkbox"/> Industrial Business	<input type="checkbox"/> Church
	<input type="checkbox"/> School	<input type="checkbox"/> Park	<input type="checkbox"/> Golf Course
Service Start Date	_____		
	For property owners, this is the "Title Closing Date"		
Is the water on or off?	<input type="checkbox"/> On	<input type="checkbox"/> Off	

APPLICANT'S INFORMATION

Name	_____		
Phone Number	_____	Cell Phone	_____
Email Address	_____		
Street Address	_____		

SERVICE LOCATION

Street	_____	Unit	_____
City	_____	State	UT
Zip	_____		

BILLING ADDRESS (IF DIFFERENT FROM SERVICE LOCATION)

Street	_____	Unit	_____
City	_____	State	_____
Zip	_____		

NOTES FOR CUSTOMER SERVICE REPRESENTATIVE

Do you have tenants living at the Service Location? Yes No

To authorize your tenants to make payments and receive copies of bills for this account, complete the Authorization to Release Information or Conduct Activity form.

Additional Comments	<div style="border: 1px solid black; height: 40px;"></div>
----------------------------	--

- The District 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 the District shall not be liable, or in breach of this Agreement, for failure to meet those standards unless that failure is due to the District's willful misconduct or gross negligence.



2. The amount of water delivered to Applicant depends in large part on water made available to the District and, for that reason, the District 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 the District purchases water, or all other matters beyond its reasonable control. Failure of third parties to deliver water to the District shall excuse the District's failure to deliver water to Applicant.
3. The District'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 the District at its discretion to suspend service for construction, maintenance, inspection, and/or repairs, and due to limitations in water source and infrastructure capacities, the District is not a guarantor of delivery capacity to Applicant.

IN EXCHANGE FOR SERVICE FROM THE DISTRICT, APPLICANT HEREBY AGREES TO THE FOLLOWING:

1. To pay by the due date indicated in each billing statement all water charges, service charges, and other fees at the rates set periodically by the District.
2. That any protest by Applicant 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 Applicant becomes delinquent for more than 30 days in the payment of any charge, fee, or cost, the District, at its discretion, may terminate water service.
5. To comply with all rules, regulations, and policies adopted by the District, 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 the District's web page at <jvwcd.org>.
6. To permit the District, 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 are readily accessible to the District at all times, and that no barriers, animals, or obstructions prevent access to them. Applicant hereby authorizes the District, 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 meter to the main line (including the meter and meter setter) are the property of the District.
9. That the District has the right, at all times, to inspect Applicant's plumbing for cross-connections and other potential hazards to the District's system or water supply.
10. 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, to facilitate repair or maintenance of the District's water system; due to emergencies; or to protect the District's water system or supply from contamination which could endanger public health.
11. To notify the District at least one week in advance of service termination by Applicant.
12. To pay all costs, including reasonable attorney's fees, interest, and court costs, incurred by the District 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 the District.

Applicant's Signature _____ **Date** _____

Accepted by the District: _____ Date _____

By: _____ Its: _____

Applicant's Account Number: _____



Contact Information Change

COMPLETE THIS FORM TO CHANGE YOUR CONTACT INFORMATION

CUSTOMER INFORMATION

Account Number	_____
Name on Account	_____
Street	_____ Unit _____
City	_____
Zip	_____

NEW BILLING INFORMATION

Street	_____ Unit _____
City	_____ State _____
Zip	_____
Phone Number	_____
Cell Phone	_____
Email Address	_____

CHANGE DETAILS

**Reason for Information
Change**

Customer Signature _____ **Date** _____

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 rate of _____ (\$_____) per _____ (____) gallons.
- 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 Two Hundred and 00/100 Dollars (\$1,200.00).

(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 percent (1%) per month (12% 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 for a period of ten (10) days after its receipt of 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 Assembly #: _____

Start Meter Reading: _____ End Meter Reading: _____

Gallons Used: _____

Gallons Used + _____ X \$ _____ = \$ _____

Refund Amount: \$ _____ Amount Due: \$ _____

Closed By: _____ Date: _____

EXHIBIT 3

Date: _____

Sent by Certified Mail/Return Receipt Requested

To: _____

Service address: _____

Account or invoice number(s): _____

Date(s) of service: _____

Amount past due: _____

You are hereby notified that water service fees owed by you to Jordan Valley Water Conservancy District ("District") are in default. In accordance with Utah law, if you do not pay the past due amount within 15 days from the day on which this notice was mailed to you, you are liable for the past due amount together with collection costs of \$20.

You are further notified that if you do not pay the past due amount and the \$20 collection costs within 30 calendar days from the day on which this notice was mailed to you, an appropriate civil legal action may be filed against you for the past due amount, interest, court costs, attorney fees, and damages in an amount equal to the greater of \$100 or triple the past due amounts, but the combined total of all these amounts may not exceed \$200 if your property is residential.

The District accepts the following forms of payments online at <www.jvwcd.org>: credit card, debit card, echeck, electronic fund transfer, and autopay. Do not mail a check.

A red tag notice will be distributed on Thursday of next week if payment has not been received. Water is scheduled to be shut off on _____, starting at 8:00 a.m.

Contact a Customer Service Representative at 801-565-4300 if you have questions about your delinquent balance, making a payment, or your account.

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

By _____

Its _____

cc: Dave Martin

Source: § 17B-1-904 UCA

EXHIBIT 4



Request for Payment Plan

COMPLETE THIS FORM TO REQUEST A PAYMENT PLAN

ELIGIBILITY REQUIREMENTS

- A request for a payment plan shall be made within 30 days after 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 payment plans per a rolling twelve-month period.
- A new payment plan cannot be requested during the performance of an existing plan.
- Granting a payment plan is at the District's discretion.

CUSTOMER INFORMATION

Name	_____	
Account Number	_____	
Phone Number	_____	Email _____

SERVICE ADDRESS

Street	_____	Unit	_____
City	_____	UT	_____
Zip	_____		

PROPOSED ARRANGEMENT

* Note: Any proposed payment plan must pay the entire outstanding 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	_____
Reason for the Plan			

CUSTOMER AGREES TO THE FOLLOWING

- Any scheduled payment not made when due shall result in immediate termination of water service without notice, in which case the payment plan shall be null and void and all outstanding amounts shall be paid in full before service is restored.
- All regular, monthly water statements received during a payment plan shall be paid in full by the statement due date.

Customer Signature	_____	Date	_____
JVWCD Approval Signature	_____	Date	_____

EXHIBIT 5

Date: _____

Sent by Certified Mail/Return Receipt Requested

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: _____

Originating institution: _____

Amount: _____

Reason for dishonor (marked on check): _____

In accordance with Section 7-15-1, Utah Code Ann., you are liable for this check together with a service charge of \$20, which must be paid to the District.

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

- (1) the check amount;
- (2) the \$20 service charge; and
- (3) collection costs not to exceed \$20.

If you do not pay the check amount, the \$20 service charge, and the collection costs within 30 calendar days from the day on which this notice was mailed, in accordance with Section 7-15-1, Utah Code Ann., 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 recovered may not exceed the check amount by more than \$500.

In addition, the Utah Criminal Code provides in Section 76-6-505, Utah Code Ann., 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 prosecute under the Criminal Code of the State of Utah.

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

By _____

Its _____

cc: Dave Martin

EXHIBIT 6



Credit Request for Leak

COMPLETE THIS FORM TO REQUEST A BILL ADJUSTMENT FOR A LEAK

ELIGIBILITY REQUIREMENTS

- Credit is available only for concealed leaks (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.
- Evidence must be provided, to the satisfaction of the District, that the leak was repaired (ex: repair bill, letter from plumber or repair company, or receipts if self-repaired). Evidence should be submitted to Jeanette Perry (either at jeanettep@jvwcd.org or at 8215 South 1300 West, West Jordan, Utah 84088).
- Granting of credit is at the District’s discretion.

CUSTOMER INFORMATION

Name _____

Account Number _____

Phone Number _____ **Email** _____

SERVICE ADDRESS

Street _____ **Unit** _____

City _____ **UT** _____

Zip _____

LEAK AND REPAIR DETAILS

Date Leak First Noticed _____ **Date Repaired** _____

Where is the leak?

Underground Under or within concrete

Beneath a building Within a wall cavity

Other _____

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: _____

Richard P. Bay
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 Richard P. Bay 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: _____

Richard P. Bay
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 B

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)