

APPROVED BY BOARD OF TRUSTEES – May 12, 2026

**TITLE 3 - CHAPTER 1 - ADMINISTRATIVE POLICIES AND PROCEDURES
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**TITLE 3 - CHAPTER 1 - ADMINISTRATIVE POLICIES AND PROCEDURES
CUSTOMER RELATIONS**

3.1.1. APPLICATION FOR SERVICE

No culinary water and no sewage collection services shall be furnished to any house, tenement, apartment, building, place, or lot (collectively and individually "Premises"), whether such water and/or sewage service is for the use of the owner or a tenant, unless application for the service shall be made in writing, signed by the owner or a duly authorized agent, in which application the owner shall agree to pay for all water and/or sewage services furnished thereto according to District rules and regulations.

- A. Agent:** A "duly authorized agent" shall be any natural person over the age of 18 years, who is authorized and empowered in a document signed and/or provided by the owner, and meeting District requirements, to act in place and on behalf of the owner in matters concerning the property for which water and/or sewer service is being requested.
- B. Owner is the Customer:** As a condition of granting the requested service by the District, the owner shall be the "customer" and the owner or the owner's duly authorized agent must either sign the application or sign a separate agreement which provides that, in consideration of granting such application and providing service, the owner will pay for all water furnished to and all sewage collected from the Premises, in addition to any other fees imposed by the District, whether the Premises are occupied by the owner, a tenant, or any other person.
- C. Payments by Tenant:** As between an owner and a tenant, the parties may agree that the tenant shall pay the District's charges for services to the Premises and, if so directed on the application, the District will send all billings to the Premises. The District will accept payments from tenants and will apply them against the bill as an accommodation. Doing so, however, shall not relieve the owner of liability and responsibility for the bill in case such tenant or occupant shall fail to pay the same in accordance with the District's rules and regulations and shall not cause the tenant to be the District's "customer."

3.1.2. RESPONSIBILITIES OF OWNER

Whenever any connection to the District water and/or sewer systems is desired, the owner of the property to be served shall file with the District, for each such connection, a signed application for service as provided by the District. The form of the application for service may be modified at any time as deemed necessary by the General Manager.

- A. Contents of Application:** The owner (or agent) shall state in the application fully and truly the name of the applicant, who shall be the owner, the date of the application, the address of the property to be served by the District, the billing address, and the mailing address of the owner. The application shall also declare

that each of those signing the application agrees to pay for water and/or sewer service to the Premises and to otherwise be bound by all of the rules and regulations of the District as they may exist from time to time.

B. Payment of Fees: In addition to paying the required deposit and signing and submitting the application for service, if it is a new connection, the applicant will also be required to pay such impact fees, hookup fees (including meter fees and inspection fees), and other current fees and expenses then applicable to the Premises before the District will be required to provide service to the Premises. All charges not established by the District in writing for connections, and all work done by the District, including cutting and replacing pavement where necessary, shall be fixed and charged as determined by the District Engineer or any other duly authorized representative of the District.

1. Change of Account: In the event of the death of a customer, upon the application of the personal representative, joint tenant, heir or other appropriate person, the account will be changed into the name of the proper person(s) without the payment of any new or additional deposit. The name on an account may also be changed under other appropriate circumstances, such as marriage or a divorce, upon application supported by such documentation as is required by the District. Any application to change an account name and/or receive a deposit refund payable to someone other than the original customer shall be accompanied by proof of entitlement acceptable to the District and a written agreement in form acceptable to the District signed by the person making the application under which the District will be indemnified against the claims of any other person or entity claiming any right or interest in the account or the deposit.

C. Improvements – Access: Unless the Trustees otherwise direct, the property owner or developer will be responsible for the cost of all lines and appurtenant facilities, both water and sewer, the installation of which is necessary to extend service from the District's water distribution system or sewage collection system to the Premises to be served. Unless the District directs otherwise, the water connection, whether made by the District, the applicant or any other party, from the District's water main to and including the meter, shall be and remain the property of the District at all times and the District shall have access thereto at all times. Unless the District directs otherwise, the sewer

connection, whether made by the District, the Applicant, or any other party, from the Premises to the District' sewer outfall line shall be and remain the property of the abutting property owner at all times, but the District shall have access thereto. The location of the water meter shall be solely within the discretion of the District and, in order to receive service from the District, each property owner must allow the District access not only to its meter, wherever located, but also to any other lines and facilities belonging to and/or operated by the District within the boundary of the property to be served. Applicant shall be solely responsible for the installation, ownership, operation, maintenance and replacement of all water laterals and any other lines and facilities from the meter and of all sewer laterals and any other lines and facilities from the sewer mainline, as appropriate, to the home, building(s), and/or other improvement on the property being served.

1. **Meter Box Location:** No meter box may be located within a driveway or other paved or improved (excluding landscaping) area. If a water service line is stubbed into an area which is to be paved or improved or if a meter box is located or will be located in a paved or improved area, the responsible party (the customer, owner, builder, contractor or developer, as appropriate) shall either (i) move and relocate the service line and the meter box solely at the expense of the responsible party or (ii) with the concurrence of the General Manager and Engineer of the District, and conditioned upon payment to the District of such amount as may be determined from time-to-time by the General Manager and Engineer to be held by the District as provided in Subsection 3.1.2.C.3, the responsible party may relocate the meter box and meter to an area that has not been paved or improved by installing one or more elbows and extension lines as approved by the District Engineer but without otherwise being required to relocate the service line.
2. **Substandard Agreement:** As a condition to a responsible party receiving permission to leave the water service line in a paved or improved area as provided in Subsection 3.1.2.C.1., the District may require the owner of the affected lot to execute a Substandard Agreement which may be recorded in the office of the Salt Lake County Recorder. The Substandard Agreement will acknowledge that the water service line does not meet District standards and that leaks may develop requiring the subsequent relocation of the water service line or repair activities that may damage or require the removal of all or a portion of the paved area and that water pressure may be reduced as a consequence of the bend(s) in the line, and will contain such other terms as are acceptable to the General Manager of the District.
3. **Warranty:** The District's permission under Subsection 3.1.2.C.1. (ii) shall be conditioned upon a twelve (12) month warranty of the entire service line by the party responsible. Should the line leak or otherwise require

repair at any time within twelve (12) months after the District inspects and accepts the work, the responsible party shall, under the direction of the District, relocate the water service line so that no part of it is located under any paved or improved area (excluding landscaping, sidewalks and paved streets) at the sole expense of the responsible party, or the District will relocate the water service line and charge the cost to the responsible party. Once the water service line has been relocated to the satisfaction of the District and the District has received reasonably acceptable proof that all costs associated with the work have been paid by the responsible party, the District shall return, with interest actually earned, the payment made to the District under Subsection 3.1.2.C.1. Otherwise, the payment shall be non-refundable. The requirements of this Subsection may be reflected in the Substandard Agreement or another written agreement. However, the requirements of this Subsection shall be applicable and shall constitute a condition to allow a responsible party to proceed as provided in Subsections 3.1.2.C.1. and 3.1.2.C.2. regardless of whether the requirements of this Subsection are reflected in a written agreement.

D. Inspection: Before connecting or altering a connection of a property into the District's system (culinary water or sewage collection) the District shall have the right to inspect the plumbing, water lines, sewer lines and facilities within and upon the Premises and, if the District does not approve of the same, the owner will be required to cause such plumbing, lines and related facilities to be rectified at the owner's sole cost and expense so as to meet the requirements of the District or of any other governmental entity or agency having jurisdiction with respect to the same including, but not limited to, the Central Valley Water Reclamation Facility and any state, county or city health or building department, as applicable.

1. Repairs: All persons and entities receiving service from the District shall keep their service pipes, laterals, connections and other apparatus in good repair and protected from damage and promptly repair all leaks and defects at their own expense. While the District takes extensive measures to prevent problems in the water and sewer systems, unexpected events such as main breaks or sewer blockage can still occur. Property owners should understand that cleanup and damage from a sewer backup are usually the property owner's responsibility, even when the blockage occurs in the public sewer main. The District or its insurer will cover the cleanup only if the District is found to have been negligent in maintaining its facilities and that negligence was the proximate cause of the damage.

E. Responsibility for Repair and Replacement: The property owner is responsible for maintenance, repair, and replacement of the entire sewer lateral up to the sewer main. The property owner is also responsible for the maintenance, repair, and replacement of the water service line from the meter to the structure. The District is responsible for the public water and

sewer main lines. The District is not responsible for damage, failure, or blockage occurring in private sewer laterals or private water service lines.

1. **Definitions:** The **sewer lateral** is the pipe that carries wastewater from a home or other building to the public sewer main. It includes all piping from the structure to the point where it connects with the public sewer system. The entire sewer lateral is privately owned and must be maintained and repaired by the property owner, unless otherwise stated in a written agreement with the District. The **water service line** carries culinary water from the District's public water main, through the service connection and meter, to the customer's property. All portions of the water service line located on the customer's side of the water meter are privately owned and must be maintained by the property owner, unless a written agreement with the District states otherwise.

2. **Fire Service Lines:** This notice does not apply to private or dedicated fire service lines. Fire protection systems are governed by separate rules and are not considered part of the culinary water service line described above.

F. **Rules and Regulations:** In return for receiving water delivery and/or sewage collection services from the District, the property owner and other recipients of service (including tenants and other occupants of the Premises) shall be governed by such rules and regulations as have been or may hereafter be prescribed by the District.

G. **Timing of Applications for Service:** The requirement that the owner, rather than a tenant or other occupant, must sign the application for service shall be implemented as applications for service are received by the District.

1. **Timing Where Service is Not Being Provided:** If an owner makes application for service and the water to the subject Premises has been shut off or has yet to be connected, the District will require that the owner or owner's agent sign the Application for Service (notarized if the District so requires) before water service will be started or resumed at the subject Premises. Notwithstanding the foregoing, the General Manager, or designee, of the District shall have the discretion to temporarily connect or re-connect the service if he/she is satisfied that the owner requesting the connection would suffer a hardship if service were not immediately begun or restored and is further satisfied that the owner or owner's agent is proceeding diligently to make application for service. In such case, unless circumstances, in the opinion of the General Manager, or designee, justify a time extension, the owner or owner's agent shall deliver the signed application to the District within three (3) working days after service is resumed. Should the application signed by the owner or agent not be delivered to the District within the said three (3) working day period, service will be disconnected unless the General Manager, or designee, is satisfied that the owner or owner's agent is proceeding diligently and the

circumstances justify a time extension. When the application is signed by an agent, the District may require written proof, reasonably satisfactory to the District, of the agent's authority.

2. **Timing Where Service is Being Provided:** If water is currently being supplied to the Premises at the time an owner or other occupant contacts the District regarding changing the name of the party to whom service is provided, the owner will be allowed three (3) working days within which to make application for service (notarized if the District so requires) to the property. The General Manager, or designee, shall have the discretion of extending the said three (3) working day period if he/she is satisfied that the owner or owner's agent is proceeding diligently and that circumstances justify a time extension. When the application is signed by an agent, the District may require delivery of a copy of the agent's recorded power of attorney to establish the agent's authority.
3. **Termination of Service Should Owner Fail to Sign:** If an application bearing the signature of the owner or the owner's agent has not been submitted, or if the required notarization is not provided, to the office of the District within the time periods specified above, the District may terminate water service to the subject Premises and shall not be required to resume the same until such time as the fully-signed application has been deposited with the District at its office and the appropriate fees for the resumption of water and/or sewer service have been paid unless the General Manager, or designee, is satisfied that the owner or owner's agent is proceeding diligently and circumstances justify a time extension.
4. **Change in Occupancy/Tenant:** It will only be necessary for the owner to submit an application and, once submitted, water and sewage service will continue to be provided to the Premises under that application even though the identity of the tenant or occupant may change periodically.

- H. **Voluntary Disconnection:** An owner or owner's agent may notify the District that the subject Premises are vacant and request that the District disconnect services to the Premises so as to enable the owner to avoid incurring service fees as provided in Section 3.1.16.A. If the disconnection is temporary, applicable charges will accrue as provided in Section 3.1.16.B.

3.1.3. PROVISION OF WATER AND SEWER SERVICES

Any customer who receives culinary water from the District shall be required to also obtain sewage collection service from the District, provided that such service is available or can be made available at the customer's expense and such expense will not impose an undue hardship or burden on the customer as determined by the District's Engineer. Conversely, any customer who receives sewage collection service from the District shall also be required to purchase

culinary water from the District, provided that culinary water service is available or can be made available to the customer at the customer's expense and such expense will not impose an undue hardship or burden on the customer as determined by the District's Engineer.

- A. **Land Partially Within District:** In the event that a customer has land being served by the District which lies in part within and in part outside of the District boundaries, such customer may receive culinary water and sewage collection both from the District and from another public entity within whose boundaries the customer's property is partially located. In such case, the extent of the culinary water and sewage collection service to be provided by the District shall be in accordance with Title 3 Chapter 2 Extra-Territorial Service policy.

3.1.4. LIMITATIONS ON SERVICE

- A. **Payment of Charges:** Before water will be turned on to any Premises, all charges against the Premises that are due and payable to the District for water and/or sanitary sewer services, or any service, material or supplies pertaining thereto, are required to be paid, in full, together with any applicable turn-on fee and/or other outstanding fees and charges relative to the Premises. The foregoing is not applicable against a new owner of the Premises unless the District has established a valid lien against the Premises as per Utah Code Ann. § 17B-1-902.
- B. **No Unauthorized Use:** No customer shall permit any person from any other Premises or any unauthorized person to use or obtain water from the customer's Premises or water fixtures, either inside or outside the customer's building, or dispose of wastewater or any other material into the District's sewage collection system on the customer's Premises. This restriction shall not apply to tenants, invitees or guests of a customer who use the customer's facilities in a normal, reasonable and prudent manner. The District may, at its discretion, discontinue water service to any customer found to have violated this restriction. Before the renewal of any service discontinued in accordance with this section, the customer shall pay a standard re-connection fee to the District and may be required to pay fines and penalties.
- C. **Permission Required for Connection:** No connection of service pipes or laterals shall be made into any District system without first obtaining permission from the District, and no other extension shall be made to another user from such service pipe or lateral.
- D. **Minimum Size of Water Service Pipes:** The minimum size for water service pipes shall be three-quarters of an inch in diameter. This requirement shall not apply to pipes that were already in the ground on the original effective date of this Chapter.

- E. **Connection for Each Property:** Except as provided in Subsection 3.1.4.F., no person shall be permitted to construct water or sewer pipes across adjoining lots or buildings to a Premises. Each house or other building abutting on a District water main and/or sewer main must be supplied through its own separate service pipe(s).
- F. **Service to Multiple Buildings:** Two or more buildings on the same lot or on contiguous lots may, with written permission from the District, be supplied through a single water meter/sewer lateral where such Premises are owned by the same person and such person becomes responsible for the payment of all bills owed to the District. Upon a separation in ownership, the person who has been responsible for the payment of all bills owed to the District shall continue to be responsible for all water and sewer service to the buildings of such Premises until such time as new applications have been signed by the new owner(s) and separate meters have been installed at the expense (including, if applicable, a new impact fee and other fees and charges) of such owner or owners.
- G. **Agreement to Pay Before Service Provided:** Before water will be supplied through any service pipe, the owner of the Premises must agree in writing to be responsible for and pay for all water delivered through the service meter and for sewage collection and treatment and other fees imposed by the District.
- H. **Current Multiple Service:** Where water and/or sewer service was, on the original effective date of this Chapter, supplied through one service to more than one house or person, the District may, in its discretion, either refuse to furnish water until separate services are provided or may continue to supply water and/or sewer service, on condition that one person or entity shall be responsible for and pay for all water delivered through the service meter and all sewage service and all other fees imposed by the District, as appropriate.
- I. **Sewage Discharge by Gravity:** No sewer service will be provided for any development containing more than one separately owned building unless such service can be provided by gravity flow. Exceptions to this subsection 3.1.4.I must be approved by the District Board.

3.1.5. SUPPLY OF WATER

The District shall use reasonable diligence to provide continuous water service to its customers and shall make a reasonable effort to furnish a clean, pure supply of water, free from injurious substances. In the event that the District is advised by the State Division of Drinking Water or otherwise determines that its water contains an excessive amount of harmful elements that may be injurious to its customers, it will make a reasonable effort to notify potentially affected customers of such fact.

- A. **Water Not to Supply Energy:** No water shall be supplied for the purpose of driving any motor, siphon, turbine or other wheels or any hydraulic engines or elevators or for driving or propelling machinery of any kind whatsoever except by special permission of the Board of Trustees of the District, unless it is determined by the General Manager to be beneficial to the District.
- B. **Water Shortage Regulations:** The Board of Trustees may, by resolution, regulate, restrict or limit the use of water during water shortage periods as provided in Section 3.1.17, and shall have the power to take all necessary actions and make any necessary regulations as circumstances may require to protect the users of the District water system.
1. **Limitation and Regulation:** If, in the judgment of the Board of Trustees, in order to maintain an adequate water pressure and an equitable distribution of water, it shall be necessary to limit the hours of outdoor water use or to establish a schedule for such use, the Board shall have the right to limit outdoor use and to establish such schedules. Notice shall be given to customers of the limitations and established schedules, and if any customer neglects, fails or refuses to abide by those limitations and schedules, the District may penalize or discontinue service to the customer after proper notice. The limitations and restrictions referred to above may be applied on a District-wide basis or may be applied solely in a smaller geographic area within the District, depending upon the circumstances, in the sound discretion of the Board.
 2. **Availability of Water:** The District shall not be required to furnish water to an applicant for service if sufficient water is not available or if water cannot be supplied to the applicant by gravity from the District's lines or system or by the means for distribution of water already established by the District.
- C. **Water Shut Off - No Liability:** The District reserves the right, at any time, without notice, to shut off the water from its main for the purpose of making improvements, repairs or extensions, or for other purposes, and no claim shall be made against the District by reason of any breakage whatsoever, or for any damage that may result from shutting off the water for improving, repairing, laying, or relaying mains, hydrants or other connections, or for any other reason whatsoever. The District's staff will make every reasonable effort to minimize the time required for service shut-offs.

3.1.6. PROHIBITED ACTS

The District's staff shall have authority to shut off water service to any customer or any person who violates any of the District's rules and regulations or in any other way fails to carry out his/her contract with the District for the use of water and/or sanitary sewer services. A re-

connection charge may be assessed by the District for turning the water on again, except where a different charge is otherwise provided.

- A. **Unauthorized Service:** No person shall, after the water has been turned off from the Premises for nonpayment of water or sewer charges as provided in this Title 3 Chapter 1, for a violation of the rules and regulations pertaining to the water and sewer systems of the District, or for any other reason, turn on or allow the water to be turned on or used without authority from the District.
- B. **Destruction of System:** No person shall destroy, deface, injure or interfere with the operation of any part, pipe, fixture, appliance or appurtenance of the District water and sewer systems.
- C. **Contamination of Water System:** No person shall place, cause to be placed, or introduce into any District water system or any source of water supplying said system, any matter, substance, chemical or compound poisonous to human life or harmful to human health or which is otherwise prohibited.
- D. **No Discharge of Prohibited Materials:** No person shall put into, or cause, or allow, to be put into or drained into the District sewer system through any connection or otherwise any hazardous waste, pulp, mash, trash, metals, inflammable gas, gasoline, oil or petroleum by-products or any calcium carbide or residue therefrom or any other matter which by chemical reaction shall or could injure said sewer or any part thereof (including any facility owned by the Central Valley Water Reclamation Facility) or the operation thereof or which may become dangerous to health, life or property. Reference is made to the District's wastewater control rules and regulations (Title 3 Chapter 5 of the District's Policies and Procedures Manual).
- E. **Manholes and Meter Boxes:** No person shall open any sewer manhole or uncover any meter box or valve box without permission from the District.
- F. **Grease Traps – Restaurants:** All restaurants, commercial food preparation, industrial facilities, and other similar types of usage of the sewer system shall provide and adequately maintain oil/grease interceptors with a sampling manhole prior to connection into the District's sewer system. The type and size of oil/grease interceptor and sampling manhole shall be determined by the District Engineer and per the District's standards.
- G. **Grease and Sand Traps - Service Stations and Car Washes:** All service stations and car washes shall provide and adequately maintain oil/grease interceptors and sampling manholes from their wash racks and grease racks in such a manner as to insure the grease and/or sand shall not get into the District's sewer system.

- H. **Backflow Prevention:** All customers of the District shall comply with all mandated backflow prevention requirements (Title 3 Chapter 3 of the District's Policies and Procedures Manual).
- I. **Pre-treatment:** All non-residential customers shall provide wastewater pre-treatment as may reasonably be required by the District or the Central Valley Water Reclamation Facility.
- J. **Recovery of Expenses:** For violation of any of the foregoing provisions of Section 3.1.6., the District may recover from the customer or any other responsible person all costs and expenses, including a reasonable attorney's fee and fines or penalties assessed against the District, which may arise or accrue to the District as a result of such violation.

3.1.7. WATER RATES

The schedule of rates as published, and as it may be modified by the District Board of Trustees from time-to-time, shall apply to each water connection.

- A. **Unoccupied Structures:** Unoccupied structures will be billed the minimum applicable charges, unless a service disconnect request has been received and approved by the District as provided in Section 3.1.16.. Temporarily unoccupied structures will be billed the minimum applicable charges as provided in Section 3.1.16..

3.1.8. SEWER RATES

The schedule of rates as published, and as it may be modified by the District Board of Trustees from time-to-time, shall apply to each sewer connection.

- A. **Unoccupied Structures:** Unoccupied structures will be billed the minimum applicable charge unless a service disconnect request has been received and approved by the District as provided in Section 3.1.16.

3.1.9. REVISION OF RATES

The schedule of rates as published, and as may be amended and revised from time to time when, in the opinion of the Board of Trustees of the District, revisions are necessary to yield revenues adequate for the payment of the operating expenses, capital improvements, adequate reserves, and other obligations, including bonded indebtedness, existing against said systems together with any interest due thereon.

- A. **Multiple Unit Residential Developments:** For purposes of the foregoing rates, "multi-family" is defined as any development or building which receives water service for three or more residential dwelling units through a single meter, including apartments,

condominiums, trailer parks and other multiple unit developments, which shall be charged under the District's Multi-Family Unit Rates. Unless occupancy information is provided by the customer (landlord) to the District prior to the billing cycle, any and all units served by the water meter to a multi-family unit will be deemed to be occupied.

- B. **Uniform Rates:** Rates for services furnished shall be uniform with respect to each class or classes of service presently established or that may hereafter be established.
- C. **Special or Temporary Uses:** Water for special or temporary uses other than those identified in the Schedule of water rates of the District may be furnished at rates to be fixed by the General Manager, Public Works Director or Finance Director.
- D. **Irrigation and Domestic Water:** For purposes of Addendum "B", irrigation water is defined as that water measured through an irrigation meter, if provided or, where no irrigation meter is provided, as determined by the General Manager or the assigned staff designee. All measured water which is not identified as "irrigation water" is "domestic water".

3.1.10. IMPACT FEES

Whenever a customer receives a new connection or an enlarged connection into the District's water system and/or the District's sewage collection system, appropriate fees and charges will be assessed, as set forth in Title 3 Chapter 6 of the District's Policies and Procedures Manual.

3.1.11. EXCESS SEWAGE CHARGE

- A. **"Industrial Use" Definition:** As used in this Section 3.1.11, the term "industrial use" is defined as a source of wastewater pollution which discharges into the District's Publicly Owned Treatment Works ("POTW") from any non-domestic source regulated under Section 307(b), (c) or (d) of the Federal Water Pollution Control Act.
- B. **Excess Sewage Discharges:** Whenever the District has reason to suspect that an industrial customer is obtaining water from a source other than the District and is discharging wastewater into the District's sewage collection system that is not derived from water purchased from the District, the District may contact that industrial user and require the industrial user to either verify such excess sewage discharges into the District's collection system or refute the District's information and/or belief regarding excess sewage discharges.
 - 1. **Metering of Sewage:** If the industrial customer is unable to satisfy the District that it is not obtaining or using water from a source other than the District, or is not dumping sewage into the District's collection system in excess of water purchases from the District, the District may require the

industrial customer to, at the customer's expense, install one or more metering devices, as specified by the District, to measure the amount of sewage being discharged into the District's collection system by the industrial customer.

- C. **Excess Discharge Fee:** During any month that metered sewage discharge from an industrial customer exceeds the District's metered water deliveries to that customer, the industrial customer shall pay to the District, in addition to the charges assessed under Section 3.1.8., a surcharge equal to fifty percent (50%) of the District's applicable commercial sewer rate per thousand gallons times the excess sewage discharges expressed in thousands of gallons.
1. **Alternative Calculation Period:** The District and an industrial customer may, by agreement, specify a period other than monthly to compare sewage discharges with water purchases and to calculate the amounts due under Section 3.1.11.
- D. **Estimated Charge:** Should the District, for any reason, not read a water meter or sewage meter, or both, the monthly excess sewage charge which is to be included in the industrial customer's monthly bill will be based upon the District's estimate and will be adjusted once the District again reads the meter(s).
1. **By Agreement or Otherwise:** There may be other times when the customer's bill will not be based upon meter readings, as where one or more meters break or otherwise malfunction. In such case, the District and the industrial customer will attempt to agree upon the amount of the basic charge and of the excess sewage charge to be paid by the industrial customer. In the event that the District and the industrial customer are unable to agree, however, the amount of the regular charge and of the surcharge shall be established by the General Manager based upon historic use patterns and any other information deemed to be material and reliable by the General Manager.
- E. **Monthly Payment:** The excess sewage charge referred to in this Section 3.1.11 shall be billed to and paid monthly by the industrial customer and shall be included in the District's monthly bill to the customer. In all respects, the excess sewage charge shall be treated as any other service fee or charge imposed by the District and shall be in addition to all other fees and assessments of the District.

3.1.12. BILLING AND PAYMENTS

- A. **Monthly Billing:** The District shall promptly bill all individuals, partnerships, firms, corporations, and other legal entities or organizations for all water and/or sewer services furnished by the District. The bills will be rendered monthly, unless the Board of Trustees shall otherwise direct, in accordance with the

District's rates and rules and regulations. The bill shall be printed or written, shall be left with, mailed, or sent through electronic means to the residence or usual place of business or other address, physical or electronic, specified by the customer, shall state the amount of water used by the customer if it has been measured or require the payment of a basic usage fee during a month when the meter is not read (which may be subject to an appropriate adjustment when the meter is read, in accordance with the District's rate structure), shall reflect where the bill is to be paid and the date the bill is due. When a consolidated statement for both water and sewer is issued, the bill will show the separate charges due for the respective furnished services provided, however, that users of such services shall each pay the total sum of the charges contained on the billing and such charges may not be paid separately. Any payments made on the joint statement so rendered shall be considered applied first against the amount due for sewage disposal services and the balance shall be credited against the statement for water used.

- B. **Temporary Water Service:** A customer shall be responsible for all water bills computed from meter measurements of the meter serving the Premises, except that an applicant desiring temporary water service only shall, in addition to paying for all water used, pay the actual costs for all material, labor and supplies used by the District in furnishing that service. To the extent feasible, bills for such temporary service shall be collected by the District in advance.

- C. **Returned Check Charge:** Any applicant or customer of the District paying any obligation by check will pay an additional fee if the check is returned by the bank for any reason. The check return fee shall be in such amount as it may be established from time-to-time by the Board of Trustees. Payment for the returned check and related check return fee shall be made by cash, money order, or credit card. After three returned check occurrences, the District will not accept another check from the customer or applicant for a period of one (1) year.

3.1.13. PROCEDURE AND PENALTIES WHEN ACCOUNTS DELINQUENT

A bill owed to the District shall be due and payable on or before the date specified in the statement. If any customer neglects, fails or refuses to pay the sum total of both water and sewer billings prior to the end of any billing cycle, the bill shall be considered delinquent, and the unpaid portion may be subject to an eight percent (8%) late payment penalty. In addition, legal action may be taken to collect the amount due the District, a lien may be placed against the benefitted real property in accordance with the requirements of law, water delivery and/or sewage collection service to the Premises may be terminated in accordance with the District's rules and regulations, and/or the District may take such other lawful action as it deems prudent to collect the debt.

- A. **Application of Deposit:** Whenever any consumer of water and/or sewage disposal services shall have failed to pay for water and/or sewage disposal

services rendered to any particular Premises, the money deposited, or any part thereof, may be applied to the payment of such delinquent bill(s). The customer shall be required immediately to replenish the deposit to the amount required by the District. Should the customer fail to do so, the District shall have all of the rights and remedies referenced in this Section 3.1.13.

- B. **Shut Off Notice:** Before discontinuing service, the District shall give the customer notice in writing of its intent to discontinue the service or place a lien against the property unless the customer pays the bill in full within tendays from the date of the notice. If service is thereafter discontinued for failure to pay the bill then, before the service is renewed, the delinquent bill shall be paid in full, or arrangements shall be made for payment that are satisfactory to the District, and a reconnection fee shall be paid to the District. Liens or certifications must be paid through Salt Lake County Treasurer's office.

- C. **Transfer of Amount Owed to Other Connections:** In the event the applicant is receiving service from the District through more than one connection, and water is turned off at fewer than all of the said connections for failure to make payments due to the District or otherwise, the uncollected amount owed the District may be transferred to any other active account under the owner's or applicant's name, and upon failure to pay said bill after at least ten days prior written notice, water being served to that account shall also be turned off or a lien may be placed on any of the properties.

- D. **Reconnection Process:** In the event water is turned off for nonpayment of water and/or sewer charges as herein provided, there shall be assessed, in addition to the payment of the delinquent amounts, expenses as determined by the General Manager, or designee, for shutting off the service, which shall be paid before the water is turned on again. Water may not be reconnected after 5:00 p.m., on weekends, or on designated District holidays. In addition to these payments and penalties, a delinquent customer may be required to make and file a new Application for Service and deposit, provided the prior deposit has been applied, in full or in part, to the payment of delinquent bills.

- E. **Attorney Fees:** To the extent allowed by Utah law, the customer shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue to the District through its efforts to collect any delinquency.

3.1.14. METERS

All water delivered by the District to its customers shall be metered through water meters owned by the District. Meters may be replaced, checked, inspected or adjusted at the discretion of the District, and they shall not be adjusted or tampered with by the customer or any other unauthorized person. Meter boxes shall not be opened for the purpose of turning the water on or off or for any other purpose except by an authorized representative of the District, unless special

permission is given by the District to do so. Nevertheless, in case of leaks or other accidents damaging service pipes, or other apparatus connected with the District water works, residents or duly licensed plumbers may shut off the water at the meter to make necessary repairs.

- A. **Removal of Meter:** If an owner or occupant or other person takes water from District lines in violation of Section 3.1.14, in addition to any and all of the remedies afforded by law, the District may remove the meter, if one is already installed, and terminate all water services to such Premises until the proper installation is made or provided and all appropriate fees and expenses have been paid by the applicant; or the District may, in its discretion, make such installation and bill the owner or occupant for the cost to the District of making such installation, including all applicable impact and hookup fees and other costs.

- B. **Meter Test:** If a customer makes a request to test a water meter, the District may, if under the circumstances it deems it advisable, and in its discretion, order a test of the meter measuring the water delivered to such customer. If such request to test the meter is made within twelve months after the date of the last previous test, the customer may be required to pay the cost of such test if the meter is found to record from 97% to 103% of actual usage. If a customer requests a meter test or other service provided by the District which requires a technician to come to the Premises more than twice for the same issue, the District may charge the customer the then current applicable fee for the repeated test or service.
 - 1. **Estimated Use - Bill Adjustment:** If a water meter fails to register at any time or for any reason cannot be or is not read, the water delivered for such period shall be estimated on the basis of previous consumption. In the event a meter is found to be recording less than 97% or more than 103% of actual usage, the District shall make such adjustments in the customer's previous bill(s) as are deemed by the District to be just and fair under the circumstances.

3.1.15. DAMAGE TO LINES

All damages or injury to the lines, meters or other materials of the District on or near a customer's Premises caused by any act or neglect of the customer or anyone for whom the customer is responsible shall, in the discretion of the District, be repaired by or at the expense of the customer, and the customer shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue to the District through its efforts to repair the damage to the lines, meters and/or other equipment of the District.

3.1.16. VOLUNTARY DISCONNECTION OF SERVICE

- A. **Disconnection:** Any customer desiring to disconnect service to vacant Premises shall notify the District of such desire at least two business days before the date when such service is to be disconnected. Upon giving such notice, the customer

shall not be responsible for water bills incurred after the date specified in said notice. Any credit balance in favor of the customer as a result of an advance payment of bills or a deposit made will be refunded promptly thereafter. (Please see Subsection 3.5.4.J regarding discontinuance of sewer service).

- B. **Temporary Disconnection:** Any customer desiring to temporarily disconnect service to Premises shall notify the District of such desire at least two business days before the date when such service is to be disconnected. Upon giving such notice, the customer shall be responsible for applicable charges incurred during the period of disconnection of service. The minimum time allowed for temporary disconnection is 30 days.
- C. **Reconnection Fee:** The owner will be required to pay a re-connection fee in the amount then prescribed by the District when service is resumed and may, in the District's discretion, be required to sign a new Application for Service. In any such event, if the owner's deposit has been applied, in whole or in part, against service fees, the owner will be required, upon re-connection, to replenish the deposit account.
- D. **Minimum Period of Abatement:** Abatements for non-use of water will not be allowed for a period of less than thirty days.
- E. **Limitation on Voluntary Discontinuance of Service:** Regardless of anything to the contrary in the District's Policies and Procedures including, but not limited to, this Title 3 Chapter 1, no owner or other person shall seek a voluntary discontinuance of service when the subject Premises will continue to be occupied after the date specified for discontinuance of the service. Should a voluntary discontinuance of service be sought on Premises (residential, multi-family, commercial or industrial) that will continue to be occupied after the date specified for discontinuance of the service, the District will refuse such request if it is aware of the probability of continued occupancy.
 - 1. **Discontinuance for Cause Distinguished:** Service can be discontinued for cause by the District where amounts owed to the District have not been paid and for other breaches and violations of the District's rules and regulations in accordance with Policies and Procedures established by the District. The District shall not otherwise be required to discontinue service to any occupied Premises if the Premises will continue to be occupied after the specified date of discontinuance.
 - 2. **Verification of Occupancy:** The District is not required to verify the occupancy of any Premises on which a voluntary discontinuance has been requested prior to terminating service. Should the District discover, after such discontinuance of service, that the Premises are occupied and service is required, the District will reconnect the service and the standard

reconnection fee shall be assessed against the person who requested the discontinuance. Even though the District has no obligation to investigate the occupancy status of any Premises which is the subject of a request for discontinuance, the District may, in its discretion, request from any person requesting a discontinuance of service evidence which is reasonably satisfactory to the District demonstrating that the Premises either is or will be vacant as of the effective date of the discontinuance before acting upon the request. Such evidence may take the form of a statement signed by the tenant or other occupant of the Premises or any other evidence that is reasonably acceptable to the District.

3.1.17. WATER CONSERVATION

Customers shall prevent unnecessary waste of water and shall be required to keep their sprinklers, hydrants, faucets, valves, hoses and all apparatus in good condition at their own expense and closed or turned off when not in use. Whenever it shall be found that any fixture on the customer's premises is broken or not in a serviceable condition, the customer shall be notified at once of that fact and, should said customer fail promptly to remedy the defect, water shall be shut off and will not be turned on again until such apparatus is put in a serviceable condition. A reconnection fee as required by Subsection 3.1.13.D shall be paid by the customer for the District thereafter turning on the water. Customers shall not use water for purposes other than those for which they have applied or use water in violation of the District's rules and regulations.

A. **Emergency Water Rationing Program:** Upon receipt of notification from the Jordan Valley Water Conservancy District that water supplies will be curtailed and/or upon receipt of other relevant information that indicates a shortage of available water supplies, the Board of Trustees and/or the General Manager of the District shall have the power and authority to declare a drought and the District shall implement a water rationing program as determined by the Board and/or the General Manager.

1. **Drought Levels:** The Board of Trustees and/or the General Manager may declare one of the following stages of drought.

Drought Level 1: Advisory Code - Yellow, Water Shortage Description Moderate.

Drought Level 2: Advisory Code - Orange, Water Shortage Description - Severe.

Drought Level 3: Advisory Code - Dark Orange, Water Shortage Description - Extreme.

Drought Level 4: Advisory Code - Red, Water Shortage Description -
Critical Exceptional

2. **Actions for Drought Condition:** The Board and/or the General Manager may authorize the implementation of the following actions to curtail water supply in response to drought conditions:
- a. **Drought Level 1:** (a) limit watering times to 6:00 p.m. to 8:00 a.m. and (b) notify customer of broken and misdirected sprinkler heads. Goal: at least a 5% reduction in typical water use.
 - b. **Drought Level 2** (a) limit watering times to 8:00 p.m. to 8:00 a.m., (b) limit outside watering to two times a week (c) increase watering service charges to Emergency Conservation Rates Level 2, (d) notify customer of broken and/or misdirected sprinkler heads and notify customers of water use violations. Goal: at least a 10% reduction in typical water use.
 - c. **Drought Level 3:** (a) limit watering times to 8:00 p.m. to 8:00 a.m., (b) limit outside watering to two times a week for trees and shrubs only, and no watering of grass, gardens or other plants, (c) increase watering service charges to Emergency Conservation Rates Level 3, and (d) turn off a customer's water after the second notice of broken and/or misdirected sprinkler heads, and/or of a water use violation. Goal: at least a 20% reduction in typical water use.
 - d. **Drought Level 4:** (a) limit watering times to 8:00 p.m. to 6:00 a.m., (b) limit outside watering to one time a week for trees and shrubs only, and no watering of grass, gardens or other plants, (c) increase watering service charges to Emergency Conservation Rates Level 4, and (d) turn off a customer's water after the second notice of a water use violation. Goal: at least a 30% to 50% reduction in typical water use.
 - e. **Emergency Conservation Rates**
Per the published rates.
3. **Additional Restrictions:** The water conservation effort may, in the District's discretion, include additional elements such as curtailing outside water use by large water users such as schools, churches, parks and recreation areas, or requiring them to use outside water only during off-peak times such as after 10:00 p.m. and prior to 8:00 a.m.; curtailing all

outside watering; and/or curtailing all industrial and commercial use of water; etc.

4. **Board Discretion:** The District Board of Trustees shall have discretion to determine the propriety of implementing an emergency water rationing program and shall direct the imposition of such restrictions and actions as the Board, in its discretion and based upon available facts and information, deems expedient. In the event that the General Manager declares a drought emergency and/or implements an emergency water rationing program, that declaration and the water rationing program shall be placed upon the agenda of the next regular or special meeting of the Board of Trustees for review, ratification and/or modification.

3.1.18. SERVICE PIPES, CONNECTIONS AND APPARATUS

- A. **Repair and Maintenance:** All customers shall keep their service pipes, connections and all other water and/or sewer apparatus in good repair and protected from frost at their own expense and no customer or person, firm, corporation or other party shall, except under the direction of and with the permission of the District and any other appropriate entity, be allowed to dig into the street or sidewalk (i.e. within the dedicated right-of-way) for the purpose of laying, removing, or replacing any service pipe or connection to or from the water lines and/or the sewer lines of the District. Such extraordinary repairs (i.e. repairs requiring excavation) in the dedicated right-of-way may be performed by the District upon request of the customer, subject to reimbursement to the District.
 1. **Cost Reimbursements to the District:** Should the District thaw, repair, replace and/or otherwise assist any customer in the maintenance of the customer's service pipes, connections, and any other water and/or sewer apparatus, the customer shall reimburse to the District the District's actual costs as determined by the General Manager.
 2. **Damage to District Facilities:** In addition, should any act or omission of any person result in damage to the District's main water and/or sewer lines and/or any other facilities or apparatus of the District, such as damage caused by grease escaping into the District's sewer main, or to any facility or apparatus of the Jordan Valley Water Conservancy District, which provides wholesale water services to the District, or to any facility or apparatus of the Central Valley Water Reclamation Facility, which provides treatment services for sewage collected by the District, the responsible person shall reimburse to the District and/or the Jordan Valley Water Conservancy District and/or the Central Valley Water Reclamation Facility, as appropriate, all costs and expenses associated with repairing and remediating the damage, including repairs to lines and facilities and any and all fines and penalties assessed against either the District and/or

the Jordan Valley Water Conservancy District and/or the Central Valley Water Reclamation Facility. The General Manager shall have authority to adjust a customer's monthly bill to collect the repair and remediation costs, over a period of up to one year.

- B. **Standard Connection Size:** All new service connections to the District's main water lines must comply with the latest edition of the District's Standard Drawings and Specifications.
- C. **Inspection Fees and Permits:** The cost of all inspection fees and building and digging permits required in connection with any work covered by Section 3.1.18 shall be borne by the customer.
- D. **Moving and Replacing Lines:** In the event that the District, in its sole discretion, determines that any water or sewer line of the District must be moved or replaced, the District shall bear that portion of the cost of such move or replacement which applies to water service lines up to the meter and sewer service lines up to the property line of each customer. Unless the District Board of Trustees determines otherwise, the cost of reconnecting to such new line or lines from the house or the building of the customer to the customer's property line, or meter, as appropriate, shall be borne by the customer. Nothing set forth above in this Subsection 3.1.18.D shall preclude or restrict the District's ability to impose special assessments against benefited property owners to cover the cost of moving or replacing water or sewer lines in accordance with the provisions and requirements of state law.
- E. **District Standards for Construction, Repair and Maintenance:** All construction repairs and maintenance undertaken in connection with the water and sewer systems of the District shall be accomplished through the established permitting process and shall comply with the latest edition of the District's Standard Drawings and Specifications.

3.1.19. ACCESS

The authorized agents of the District shall have access at all reasonable hours, and any hour during an emergency situation, to all Premises supplied with water or sewer collection services by the District to see that the rules and regulations of the District are being observed, to make any necessary examination of the plumbing and water or sewer fixtures, to ascertain the amount of water used and the manner of its use, and to make any necessary repairs or improvements or to maintain the water and sewer lines and other facilities of the District. Such access shall be through the yards, driveways or other means of access provided to the subject lines and/or facilities over the property of the customers of the District.

- A. **District Inspection:** The District retains the right to inspect a customer's plumbing and water lines for possible cross-connections or other conditions that may present a hazard to the integrity of the District's system or the water conveyed by the District. If a cross-connection or other condition is discovered that presents a hazard, water service may be discontinued by the District, after due process written notification of the hazard and an appropriate time lapse for the customer's response as provided in Title 3 Chapter 3 of the District's Administrative Policies and Procedures Manual unless there appears to be an imminent threat to health or public safety. Service will not be resumed until the hazard is removed or corrected through the installation by the customer of a backflow prevention device accepted by the Utah Department of Environmental Quality, Division of Drinking Water, or by other approved means.
- B. **Access Over Private Property:** The District shall be allowed to cross any property being served by the District to allow access to any of the District's lines and/or facilities, wherever located.
- C. **Termination of Service if Access Denied:** The failure or refusal of any property owner to allow the District to have access as provided by either this Section 3.1.19 or Subsection 3.1.2.C shall, in the District's sole discretion, result in fines or additional fees until such time as the owner reasonably complies with the District's request for access.
- D. **District Precautions and Restoration of Private Property:** In accessing its facilities on privately owned property, or in crossing private property to obtain access to its facilities, the District will take reasonable precautions to minimize any interference or inconvenience with the property owner's use and enjoyment of the property and, to the extent feasible (and provided that the property owner has not caused or allowed improvements or other obstructions to be placed over the District's lines and/or facilities), to restore and repair the owner's property to as near as is reasonably possible the same condition as existed prior to the District's activities thereon.
- E. **Vegetation and Structures:** Property owners are responsible for trimming and maintaining vegetation so as to provide the District with easy access to its manholes, valves, and meters. In addition, property owners are required not to place permanent structures or improvements (excluding driveways, sidewalks, streets and roads) over the District's water and/or sewer lines and other District-owned facilities.
1. **Notice to District – Precautions:** Should a property owner place a sidewalk, driveway, street or road over a District water line or sewer line or other District-owned facility, the property owner shall communicate its intention to the District prior to doing so and will install such

improvements as are reasonably required by the District to guarantee continued access by the District to its meters, lines and manholes.

2. **Restoration of Sidewalk, Driveway or Road:** Should the District ever be required to disturb a driveway, sidewalk, street or privately owned street or privately owned road in order to maintain, replace and/or operate its sewer line or water line and related facilities, the property owner may be responsible for restoring the said sidewalk, driveway, street or road.
3. **Meters:** Meters and meter boxes must be unobstructed. Notwithstanding anything to the contrary in the Policies and Procedures of the District, meter boxes and water meters may not be installed in or covered by permanent structures or improvements including driveways, sidewalks, streets and roads. If a permanent structure or improvement, including driveways, sidewalks, streets and roads, is placed or installed over a meter box or water meter, the structure or improvement must be removed at the expense of the responsible party (the customer, owner, builder, contractor or developer, as appropriate) unless the General Manager gives permission for the meter box and water meter to be relocated at no cost to the District and in satisfaction of all requirements imposed by the District including, but not limited to, all requirements of Subsection 3.1.2.C.

3.1.20. DISTRICT NOT LIABLE FOR DAMAGE

- A. **Interruption of Water Supply:** The District shall not be held liable for damages to any customer or other person by reason of any stoppage or interruption of the water supply caused by scarcity of water, accidents to the water system, alterations to the water mains including improvements, additions, repairs thereto, acts of God, or other unavoidable causes.

3.1.21 FIRE HYDRANTS

Water to fire hydrants for fire protection will be furnished free of charge by the District within the public right-of-way or within an easement or right-of-way held by the District. Installation, maintenance and repairs on such hydrants shall be at the expense of the District and shall be made under the direction of the District. The District shall have no responsibility for fire hydrants not located within the public right-of-way or an easement or right-of-way held by the District. Fire hydrants located on private property, such as within a planned unit development, a trailer park, a condominium development, an industrial or commercial complex, etc., shall be the responsibility of the homeowners association or other owner of the private property upon which the fire hydrant is located. Should the District desire, for any reason, to install a fire hydrant on private property, the affected customer shall grant to the District, upon demand, a right-of-way or easement to install and maintain such hydrant on the Premises, if the District concludes that a hydrant shall be installed for fire protection.

A. **Tampering or Obstructing Access:** Fire hydrants shall not be tampered with, and no one shall use, adjust, alter or change or in any way obstruct the approach to any fire hydrant except any fire department, an authorized representative of the District or any other person, for a proper purpose, who is authorized to do so in writing by the District. Any person violating this Subsection 3.1.21.B may be prosecuted criminally in accordance with the provisions of the laws of the State of Utah, Salt Lake County, or a municipality having jurisdiction.

1. **Use of Fire Hydrants:** Applications for the use of water from fire hydrants must be made through the District's permitting process and comply with the conditions and fees of the permit. The applicant must close the hydrant and disconnect the cut-off valve from the hydrant when not using the water, thereby leaving the hydrant free and clear for use by the fire department. Any damage to the fire hydrant or equipment of the District after release to the applicant and prior to return shall be paid for by the applicant, and the permit or authorization of said applicant may be revoked at once by the District upon applicant's failure to strictly comply with the rules and regulations of the District pertaining to the use of water from fire hydrants. Failure to comply with the permitting process may result in penalties and fines.

3.1.22. EXTRA-TERRITORIAL SERVICE

A. **Conditions:** The District may provide water and/or sewage collection services to areas located outside of the District's boundaries in accordance with Title 3 Chapter 2, Extra Territorial Service policy.

3.1.23. USE OF DISTRICT ASSETS FOR CHARITABLE CAUSES, ELECTIONS, AND EMERGENCIES

A. **Charitable Causes:** District facilities, finances, water rights, materials, labor, equipment or property shall not be used for charitable causes or activities that do not directly enhance the purposes or the mission of the District.

B. **Elections:** No political signs may be located on any District facility, property or equipment. Signs located on any District facility, property or equipment are subject to immediate removal and confiscation and may be disposed of after 5 business days from removal.

- C. **Emergencies:** The General Manager may make District facilities, equipment or properties available to other stakeholders, including but not limited to federal, state, or local government entities, on an emergency basis, or on a temporary basis, upon a finding by the General Manager that it is in the best interest of the District to do so.

3.1.24. APPEALS OF DISTRICT DECISIONS

Except as otherwise required by any applicable law (including statutory and common law), rule or regulation, or by the Policies and Procedures of the District, the formal chain of command of the District is to be followed in processing grievances. Employee grievances are to be handled as provided in Title 2 Chapter 1 of the District's Policies and Procedures Manual and other grievance and appeal procedures provided by specific chapters of the Policies and Procedures Manual shall take precedence over this Section 3.1.24.


- A. **Appeal to General Manager:** Any developer, owner or other affected party may appeal any decision of the District Engineer or any other employee of the District to the General Manager, provided that the affected party does so in writing within thirty (30) days after the action or decision to which the appeal relates.
 - 1. **Determination by the General Manager:** If the General Manager determines the appeal to be moot, the General Manager will so declare, which declaration shall be the equivalent of denying the appeal. An appeal is moot where the matter complained of has been completed and cannot, without difficulty, be reversed. The General Manager may, but shall not be required to, declare a "stay" to be in effect respecting any matter under appeal, provided that the matter has not already become moot, while the appeal is pending before the General Manager. In reviewing any such appeal, the General Manager shall affirm the decision or action of the affected District employee, reverse that decision or action, or make any other decision in response to the appeal which is deemed to be appropriate by the General Manager in accordance with the District's Policies and Procedures and any applicable law, rule or regulation.
- B. **Appeal to the Board of Trustees:** Any decision of the General Manager may be appealed to the Board of Trustees by any developer, owner or other affected party by filing a written notice of such appeal at the District's Office within thirty (30) days after the decision to which the appeal relates was made.

1. **Evidentiary Hearing:** If a notice of intent to appeal has been timely filed, the Board of Trustees may, at the Board's discretion, conduct an informal evidentiary hearing before acting on the appeal. The Trustees, by majority vote, shall reverse, affirm or take any other action with respect to an appeal from any decision of the General Manager as the Board of Trustees deems to be appropriate in light of the District's Policies and Procedures and any applicable law, rule or regulation. The decision of the Board of Trustees shall be final and binding upon all affected parties.

Approved by the Board of Trustees of the Kearns Improvement District this 12th day May, 2026.


Cheryle A. Hatch Chair

ATTEST:


F. Greg Anderson
General Manager/CEO