

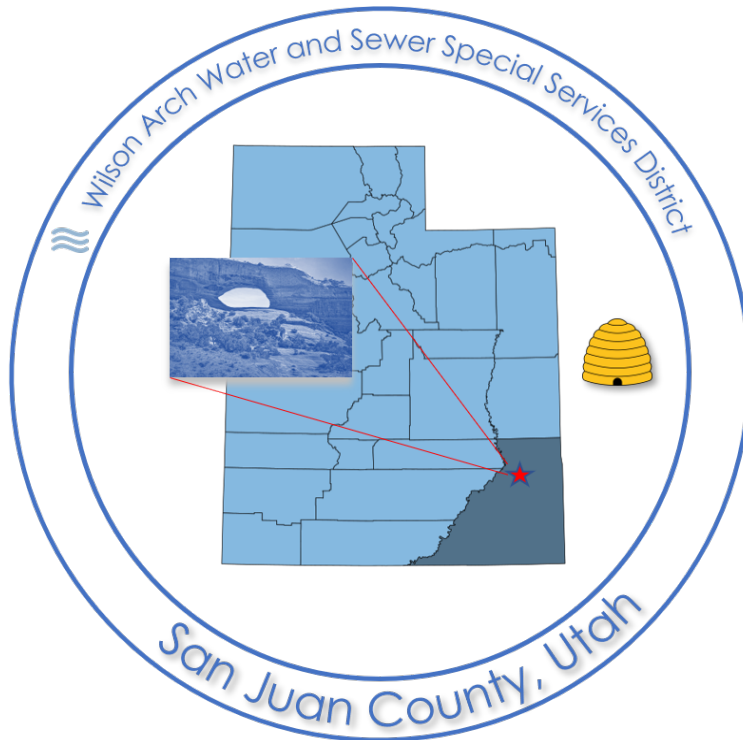
**Wilson Arch Water and Sewer Special Service District
San Juan County
P.O. Box 97, LaSal Utah, 84530**

POLICIES AND PROCEDURES FOR WATER AND SEWER SERVICE

MISSION STATEMENT

Wilson Arch Water and Sewer Special Services District: to provide safe and clean drinking water services, fire protection and Sewer services that meet Utah State and San Juan County standards to the residents of the Wilson Arch Community.

Effective as of January 1 2024



Updates

Update 1: 9 January 2023

Update 2: 1 March 2023

Update 3: 7 March 2023

Update 4: 5 October 2023

Update 5: 14 January 2024

Update 6: 28 September 2024

Update 7: 18 October 2024

Policies and Procedures for Water/Sewer Service

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CHAPTER 1

1. APPLICATION FOR WATER SERVICE

See Fig 1A

1.1 NEW CONNECTIONS FOR WATER AND SEWER SERVICES

1.1.1 Applicants desiring a connection for property located within the Community shall notify the district by providing a water service application (Fig 1A). All connections will be locked and unusable until such time a building permit has been issued by the City of Monticello. All property owners will connect to a water meter, and minimize any potential cross connections with septic system lines. Any unauthorized use will be subject to lockout. The installation will require the connection fee and appropriate impact fee. If the property is under new ownership, the connection will be subject to the impact fee less any standby credits. The district will then follow its procedures for obtaining water service. The applicants shall bear the cost of all expenses associated with providing the retail water service. Grants may be available to assist in the water meter installation. If providing service by the district requires a mainline extension the applicant will follow the procedures starting with section 1.4 entitled "Procedures for Obtaining Water and Sewer Services for Development Projects".

1.1.2 Upon approval of the new water connection and payment of required fees/deposit, the applicant shall engage at their own expense a licensed and insured contractor approved by the district for the excavation of the water main. The contractor shall schedule the excavation at a time when someone from the district is available to supervise the excavation. Contractor shall obtain an Encroachment Permit from the City if required. After the installation, the contractor shall then replace excavated materials, and repair the impacted area to the condition prior to excavation. This includes new road base or asphalt as required by Wilson Arch Community Standards.

1.1.3 Unless waived by the district for good cause applicants desiring a connection for property not included within the existing boundaries of the district shall petition to annex their lands into the district before their application 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 community, the application shall also comply with the procedure in paragraph 1.1.1.

1.1.4 All applicants shall sign a Water Application and Agreement. Such application

shall include the location of the desired water and sewer service, the name of the applicant, the date of application, proof of ownership of the property, and the basic terms and conditions with which the applicant shall be required to comply to receive water service. Such terms and conditions shall require the applicant to:

1.1.4.1 Pay the current connection deposit for water and sewer (as required) as established by the district's Administrative Board. After completion of the connection, the district will provide the applicant an itemized billing of time and materials for the connection if any, and shall either refund the unused portion of the deposit or bill the applicant for the balance. Refund of deposit will be mailed within 30 days of completion. If a balance remains, that amount shall be paid within 30 days of completion or the meter is subject to lockout until payment in full is received. Connection certificates issued and agreements providing for connections executed prior to the effective date of these Rules and Regulations shall be honored.

1.1.4.2 All new applicants shall provide to the district the applicant's social security number and pay to the district a \$100 deposit, which, at the option and request of the applicant, may be credited to the applicant's account after one year, provided that the applicant's account has not been delinquent at any time during the one-year time-period. Should the applicant fail to request that the deposit be credited to their account after such time, the district shall retain the deposit until either party terminates service. Upon termination, the district will return the deposit to the applicant, less any amounts still owing to the district. Should an applicant choose not to provide their social security number; the applicant shall pay a \$500.00 deposit, which will be retained by the district until either party terminates service. Upon termination, the district will return the deposit to the applicant, less any amounts still owing to the district. Existing customers shall not be required to provide the district with their social security number, unless their accounts have ever been delinquent for more than ninety (90) days.

1.1.4.3 Convey to the district, in a form and manner approved by the district, water usage amounts in a quantity sufficient to allow the district to meet the use requirements of the community as a whole. For a single-family residential connection, the quantity of water usage to be conveyed is 12,000 gal per month. This is considered 1 ERC. The requirement for other applications i.e., commercial properties, shall be determined on a case-by-case basis. This is explained further in the culinary water master plan built by sunrise engineering.

1.1.4.4 Pay for all sums of water usage and service charges at the rates lawfully set from time to time by the District's Administrative Board. The district shall impose a \$15 finance charge, applied monthly to all delinquent accounts.

1.1.4.5 Abide by and obey all rules and regulations then in effect and thereafter adopted by the district.

1.1.4.6 Pay all water and service charges by the last day of the month the statement is prepared. Failure to pay said charges within 30 days 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 charge.

1.1.4.7 Pay any interest, collection charge, and restoration fee set forth in these Policies and Procedures.

1.1.4.8 Pay all costs, including attorney's fees, incurred by the district through its efforts to collect any delinquency or to enforce these rules and regulations.

1.1.4.9 Acknowledge that the service connection and all of its parts and materials from the water main to the point of connection downstream of the meter box, shall be the property of the district.

1.1.4.10 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.

1.1.4.11 Acknowledge that the district reserves the right at any time, without notice, to shut off or curtail water service, in the event of system malfunction or failure, or to facilitate repairing or maintenance of the district's water system, or to protect the district's water system and supply from contamination which could endanger the public health.

1.1.4.12 Identify a relative by name and address, not living with the applicant.

1.1.4.13 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 must occur as soon as possible, but no later than 24 hours upon learning about such conditions.

1.1.4.14 Acknowledge that the customer shall be responsible for installing and maintaining a thermal expansion chamber (excluding tankless water heaters) 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.

1.1.5 Upon proper execution of the annexation petition, if applicable, signing of the Water Application and Agreement, payment of the current connection fee, conveyance of the required water usage or payment in lieu thereof pursuant to paragraph 1.1.3.2 above, plus any other charges or fees that are determined to be due and the district's

determination that water and facilities are available for service at such location, the applicant shall be accepted as a retail customer of the district.

1.2 TRANSFER OF AN EXISTING CONNECTION TO A NEW APPLICANT

1.2.1 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, the new applicant must demonstrate proof of purchase. Proof may be demonstrated by a deed for the property involved, or by such other evidence as the district may deem sufficient.

1.3 TEMPORARY RETAIL CONNECTIONS

1.3.1 Applicants for a connection to provide water on a temporary basis (for purposes such as construction) shall sign a Temporary Water Use Agreement which shall include the information, terms and conditions included in the regular Water Application and Agreement and also the estimated amount of water usage. The applicant shall also pay a connection fee which shall consist of the estimated charge for actual services rendered and non-recoverable materials used in making the connection, plus a reasonable service charge for the processing of the application.

1.3.2 Upon approval of the application, payment of the required fees and installation of the service connections by the district, the applicant may connect 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 outlined in the application; use in any other manner may constitute grounds for cancellation of service.

1.3.3 All damage to the service connection, meter and excess water usage shall be billed to the applicant and payable upon the terms and conditions of the Water Application and Agreement.

1.3.4 The water rates for temporary retail service shall be the district's retail rate plus ten percent. In addition, the applicant shall pay a \$25.00 connection fee.

1.4 PROCEDURES FOR OBTAINING WATER AND SEWER SERVICE FOR DEVELOPMENT PROJECTS

1.4.1 Developer will provide the district with an electronic or reproducible preliminary plat or site plan which shall include the following data:

1.4.1.1 Lot location and dimensions, including existing and proposed contours.

1.4.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.

1.4.1.3 Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.

1.4.1.4 Location of other proposed improvements and of proposed utilities.

1.4.1.5 Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.

1.4.2 District Board will approve preliminary design and services availability report. Notifies the Board of Health and the Developer that the district will supply sanitary sewer and water service to the project or notifies the developer that such services is not available.

1.4.3 District Board will notify Developer of the amount of Engineering fees, if applicable, based upon 8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer.

1.4.4 Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction receipts for Manholes, valves, fire hydrants and compaction tests, to the district.

1.4.5 District Manager transmits one executed copy of the Water and Sewer Extension Agreement to the Developer and one copy to the District Engineer.

1.4.6 Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.

1.4.7 District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.

1.4.8 Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.

1.4.9 Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the district, (as required). and provides the following to the district:

1.4.9.1 A copy of the developer's agreement with the contractor.

1.4.9.2 A copy of the contractor's license and insurance policy indicating the SSD is covered as "additional Insured" on the policy

1.4.10.3 A copy of an encroachment and maintenance surety bond. The amount and duration of such bonds shall be determined by the district Engineer based on the scope and exposure of the policy.

1.4.10.4 Easements for all district owned sewer and water lines not located in dedicated roads or Utah Department of Transportation right of ways.

1.4.11 District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the district.

1.4.12 Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.

1.4.13 District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.

1.4.14 District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.

1.4.15 District Engineer provides the District Inspector and the Contractor with cut sheets for sewer and water mains prior to construction.

1.4.16 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the district against deficiencies in the work.

1.4.17 District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the district.

1.4.18 District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.

1.4.19 District will return the Construction deposits for manholes, valves, fire hydrants and compaction tests, to the Developer, after confirming that all required easements have been obtained, all fees paid and all phases of the sewer and water extension work are complete.

1.4.20 District Engineer prepares as-built drawings.

1.4.21 Connection to the culinary water system will not be allowed until the above site requirements and inspections are complete and the system meets all applicable county, state, and federal (as required) code requirements.

1.5 PROCEDURES FOR OTHER WORK ON WATER SYSTEM

1.5.1 Prior to any work performed on the water system not covered under section 1.4, the contractor will provide the District Engineer and the District Inspector the following data, as deemed necessary by the District Engineer or Inspector based on the scope of the project.

1.5.1.1 Lot location and dimensions, including existing and proposed contours.

1.5.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.

1.5.1.3 Location of proposed building, including all floor elevations and preliminary plumbing plans of buildings.

1.5.1.4 Location of other proposed improvements and of proposed utilities.

1.5.1.5 Vertical dimensions related to bench mark or adjacent to the project, and to USGS datum.

1.5.1.6 Deposit with the District the fee for preliminary engineering.

1.5.2 Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance, and a copy of an encroachment surety bond. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project.

1.5.3 District Engineer or Inspector will provide the contractor written authorization to perform work as outlined in the proposal.

1.5.4 District Inspector makes visits to the site to observe the Contractor's work and to guard the district against deficiencies in the work.

CHAPTER 2

2.0 TERMINATION OF SERVICE

2.1 When termination of service is desired, the water user shall notify the District and request the preparation of a final bill.

2.1.1 If the deposit is more than required to cover the outstanding balance for water service, the outstanding balance shall be deducted from the deposit and the remainder refunded to the customer. A reasonable attempt shall be made to obtain a forwarding address to refund any remaining deposit. Deposits not refunded or claimed after one year shall be forwarded to the State of Utah.

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

2.3 The District may, for just cause and after due notice and an opportunity to be heard before the General Manager, terminate the water service of any customer.

2.4 If any building permit has been revoked, the district will terminate service and lock the water meter.

CHAPTER 3

3.0 BILLING AND PAYMENT OF BILLS

See Appendix A-3

3.1 METER READING *(Future Plan)*

3.1.1 To the extent possible, water meters shall be read each month, and corresponding bills shall be sent to customers for that month's water use. However, this interval may be varied under special circumstances or situations.

3.1.2 Large water users, such as commercial properties and other types of businesses, shall have their meters read every month.

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 or transferred to a new customer.

3.1.4 Except as set forth in Subsection 3.1.2, the district may elect not to read meters from December through February. During this time, estimated bills may be sent based on the rates and estimated usage as set from time to time by the Board. When the meters are buried by snow or other obstacles, or in other circumstances when the meter is inaccessible or otherwise unreadable, the district also may estimate the bill, taking into account prior years' water use, the season, and 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 thereon 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.

3.2 PAYMENT OF BILLS

3.2.1 A bill shall be due and payable by the last day of the month the statement is prepared. It is the responsibility of the property owner to insure the bill is paid in full and on time this includes rental situations as well.

3.2.2 A bill that is not paid by its statement due date shall be considered delinquent, and shall incur a late fee of \$15 per month. In addition, legal action may be taken to collect the amount due the District.

3.2.3 A bill which remains unpaid for more than 90 days after the statement due date shall be sufficient grounds for termination of the water service, and a notice of lien may be sent out.

3.2.4 If a bill remains unpaid for more than 30 days after the statement date, a notice will be sent to the customer. The notice may or may not be contained in or printed on a customer's bill. The notice shall state that the bill is delinquent and that unless other arrangements are made with the District Staff, the outstanding balance, and late fee must be paid by the date specified in the delinquent notice (generally 15 days after mailing); otherwise, the water service will be terminated.

3.2.4.1 If, after the specified date, the bill remains unpaid, a written notice shall be hand delivered to the service address. If no one is home, the notice shall be placed in some conspicuous place. The notice shall state that unless the account, late fee, and a \$5.00 late notice fee are paid or other arrangements made with the district staff within 24 hours, water service will be terminated.

3.2.4.2 If the customer pays the bill, late fee, and late notice fee in full, the account will be cleared, and revert back to normal status.

3.2.4.3 If the account remains unpaid or other arrangements for payment have not been made by the customer with the district staff, the water service shall be terminated the following Monday morning. Water service shall not be resumed until the delinquent bill, the late fee, the \$5.00 late notice fee, and the \$50 service restoration fees have all been paid. The district shall have a full twenty-four (24) hours to restore the water service after payment has been made.

3.2.5 If a customer calls to make payment arrangements with District staff, the reason for the request must be unexpected financial hardships. Payment plans should only be allowed in extreme cases. The District's Staff may approve payment plans for accounts with an outstanding balance less than \$1,000.00. Any plan for a balance greater than \$1,000.00 may be approved by the District Board. Any scheduled payment not made when due will result in immediate termination of service without notice, in which case all outstanding amounts must be paid in full before service is restored.

3.2.6 If the District has terminated water service at any location for any reason, and if a customer or owner restores service at such location through the district's system in any way without remedying the cause of such termination, such customer shall be assessed three times the normal restoration service fee, plus the cost of restoring the connection to its normal operational status. If anyone takes, uses, distributes, or transports water owned by the District without the District's permission, that person shall pay to the district the full cost or value of the water, whichever is greater, and a fee of \$100.00.

3.2.7 If a customer issues any check, draft, order, or other instrument for payment of His water bill which is not honored upon presentment or which was 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. The district also may elect to give notice of a water service Termination date, and in that event, service shall be terminated without further notice.

3.2.8 If, after at least one year of uninterrupted service, a retail customer is not then in arrears or otherwise in default, the customer may request the district to average the customer's bill into equal monthly payments. At the end of each year, the customer's usage will be reviewed, and the equal monthly payment adjusted, if necessary. Enrollments for this plan will be open once per year.

3.2.9 The District shall accept the following methods of payment for retail customers' payments on account: Check; cash; cashier's check; money order; Automated bank transfer.

3.2.10 Security Deposits

3.2.10.1 A security deposit of \$100.00 will be charged to all commercial customers who rent/lease the premises where water service is to be provided.

3.2.10.2 A security deposit of \$100.00 will be charged to any customer who is on the district's "red tag" (delinquent) list at least three times or more in any twelve-month period. The deposit shall be paid in cash or in immediately available funds, and it shall be tendered to the District in full before service will be restored.

3.2.11 Payment of Standby Fees

3.2.11.1 The water district utilizes Standby Fees to maintain connections to be available to existing system customers where water system expansion is not required. Customers that are paying standby fees also receive the additional benefit of a credit of normal impact fees. Customers in the

Standby program who fails to stay current on their standby fees place the district and its other customers in a financially unsustainable position by reducing ongoing revenue and future impact fee revenue.

3.2.11.2 The District will not extend the impact fee waiver to customers who fall behind on their standby fee payment beyond 90 days. Customers over 90 days delinquent will have to come current on past due standby fees.

3.3 DISPUTED BILLS

3.3.1 If a customer believes that a bill is incorrect, the billing may be protested in writing.

3.3.2 All protests shall be made within 15 days of the postmark date, or the protest is waived. The time period for allowing protests shall be set forth on the "Water Application and Agreement."

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. The payment of said revised charges shall become delinquent 15 days after the statement date of the new bill. In the event that said charges are not paid, the water service may be terminated as provided in sections 3.2.4.

3.3.4 In the event that 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 the lawful amounts due the district.

3.4 COLLECTION PROCEDURES

Late fees on invoices shall be incurred on a monthly basis. This will consist of \$15 monthly up to 3 months. If after 3 months the invoice has not been paid, a \$45 late fee will be charged. At the same time a notice of Lien will be sent to the property owner and the owner shall be given 30 days to reconcile the bill. After 30 days, a lien will be placed on the property through San Juan County. Any fees associated with the lien will be billed to the customer, this includes but is not limited to recording fees, legal fees and travel time.

Additionally, if a collection agency is hired to collect unpaid bills, the property owner will be required to pay any and all fees associated with the collection.

CHAPTER 4

4.0 RATES, CHARGES, AND FEES

All rates, charges, and fees presently existing and hereafter established, shall be set and changed from time to time by the Administrative Board. Rates, charges, and fees shall be reasonably related, to the extent possible, to the cost of providing the service for which they are assessed. A schedule of current fees and charges in effect is provided on pages 36-37.

Rates, charges and fees are billed to the property owner and it is the responsibility of the property owner to insure they are paid in full and on time.

USER FEE

Fees incurred by those properties which have a structure connected to the culinary water system. Currently it is assessed as a flat rate per Equivalent Residential unit (ERU). Commercial lot user fees are assessed by the number of ERUs on the property. Future plans will have a predetermined flat rate per gallons and a metered rate for overage.

STANDBY FEE

Fees incurred by those properties which are undeveloped but have culinary water lines stubbed to the property. A portion of this fee will be utilized as a credit towards the Impact fee.

COMMUNITY SEWER FEE

Fees incurred by those properties which utilize a community sewer system that is maintained by the district. Primarily the cottages on the East side of Wilson Arch Community.

SPECIAL ASSESSMENTS

Fees which may be imposed from time to time to cover legal costs or extensive repairs or upgrades to the Community water or Sewer system.

CHAPTER 5

5.0 SERVICE CONNECTIONS

5.1 To the extent practicable, each residential service connection shall supply only one single family dwelling unit.

5.2 Upon installation, the service connection becomes 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, said point of connection being immediately downstream of the meter box. The meter, as part of the service connection, shall be repaired or replaced by the district, unless it becomes damaged or inoperable due to intentional damage by the customer. The district shall have the right to estimate 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 a customer with similar circumstances, or any other relevant criteria.

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 will attempt to notify the customer if a leak is suspected. If the meter has not been read for more than two months, the district will adjust the customer's bill by charging its average wholesale water rate for the estimated amount of water lost because of the leak. The bill will not be adjusted until the customer has presented sufficient proof of repairing the break.

5.4 Where possible, the meter and service connection shall occupy the public right-of way. In cases where this is not possible, the meter may be situated on the customer's

property. The district shall have the right of access to water meters wherever located for inspection, meter reading, as well as for connection 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 its meter or service connection.

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.

5.6 Any customer who tampers with, damages, or destroys a meter in any manner, shall be liable to the District for all costs associated with returning the meter to its normal operation.

5.7 The District retains the right to inspect any conditions within or associated with a facility that may put the district's system and/or water supply at risk for contamination. If a condition 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 shall be terminated immediately. Service shall not be resumed until the hazard is removed or adequately protected as determined by the district.

5.8 Whenever the District, acting through its inspectors, determines that a water service connection is a hazard to the district's system and/or water supply, a backflow prevention device and/or assembly 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 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) working days following the initial installation, the customer shall obtain a certified inspection and operational testing of the backflow prevention 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 once per year and furnish those results to the district. In instances where the district deems 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. (See appendix A-4)

5.9 All presently installed backflow prevention assemblies which do not meet the requirements of this Chapter as of October 22, 2005, 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 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 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 with a backflow prevention assembly which meets all then current requirements at the time of installation.

5.10 No backflow prevention 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 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 easily accessible for testing by the district.

5.11 Forfeiture of Connections:

Upon request, the Administrative Board may approve the forfeiture of standby or metered connections for extenuating circumstances to be determined by the Administrative Board. If the Administrative Board agrees to allow the forfeiture of a connection, it is District policy that the owner of the connection to be forfeited is not entitled to any compensation or credit for any fees or financial obligations paid with respect to that connection, including connection fees, impact fees, standby and usage fees as well as physical water requirements previously transferred to the district.

CHAPTER 6

6.0 MULTIPLE UNITS (Commercial Lots)

6.1 The owner of the property shall be liable for payment of all water delivered to 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 location of the facilities, as determined and approved by the district. This is separate from impact fees and primarily for the commercial lots. If the hydrants, fire lines, and Detector Check Systems are installed within rights of way or easements those items 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 the Fire Department, is prohibited.

7.4 The District shall have the right to approve the type of fire hydrant together with the design, specifications, and installation of all fire lines and Detector Check Systems. A Detector Check System is required when installing a fire line.

7.5 Each month the Detector Check Systems shall be inspected to ensure the valves are turned on and to check for water use. Any unauthorized use shall be billed to the Customer/party responsible.

7.6 The cost of inspecting and maintaining fire lines and Detector Check Systems for individual properties shall be the responsibility of the customer.

CHAPTER 8

8.0 WATER MAIN EXTENSIONS

8.1 The District requires main line extensions for all new structures requiring a building permit from the City of Monticello. This requirement applies to all new building permit structures whether the permittee has independent water service from other Sources or not. Main line extensions that are a part of a subdivision or a commercial development will be incorporated into the Development plans to be submitted to the district. Development plans submitted to the district will be reviewed based on the District's Construction Details and Specifications. Main line extensions that are not part of a development project require main line engineered drawings. The Main line extension applicant may submit plans for review and or coordination with the District's Resident Engineer but must obtain necessary approvals from the District before any Main line extensions can be constructed. The final approval shall include the Engineer and the Water Operations Manager with final authorization issued by the Water Operations Manager. The Cost of Service for main line extension applications and construction are as follows:

- Application Processing Fee \$125
- District Plan Review Fee 2% of main line construction cost
- District Inspection Fee 2% of main line construction cost

Projects requiring multiple review cycles will be charged the cost of service based on time and materials at the district's published rates.

8.2 Any residential or commercial developer must request retail water service by signing an Extension Agreement with the District before installation of water mains, fire hydrants, or other waterworks required by the district.

8.3 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.

8.2.1 If, in the discretion of the district, projected future water needs require a water main of greater size than that 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 Extension 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 actual cost of up-sizing the connection less the fair market value of any salvaged materials from the old connection.

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 District, and shall be approved by the Administrative Board. Every effort shall be made to ensure that fees charged for services rendered reasonably correspond with costs incurred by the district for such services.

CHAPTER 11

11.0 GENERAL PROVISIONS AND OBLIGATIONS

11.1 Limitation of Liability. The district shall not be responsible for disruptions, irregularities or failure of service caused by broken water mains, power outages, equipment failure, or other circumstances beyond its reasonable control, and in no event shall the district be liable for any damage of any kind resulting therefrom.

11.2 In the case of an emergency such as a natural disaster, the district solicits the cooperation of all customers. During such emergencies, the district will make every effort to keep its customers informed of the status and adequacy of its water supply.

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

11.4 In the event of scarcity of water, the Board may, by proclamation, limit the use of water for any purpose to the extent 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 District's General Manager may issue a proclamation limiting the use of water. Said proclamation shall have full force and effect until such time as the Board shall be able to meet.

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

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 will be subject to fines and charged for water and services used.

11.9 Tampering with the water system in any way will result in a \$750 fine for the first offense, and \$1500 for subsequent offenses, and will result in criminal prosecution. Tampering is considered the unauthorized manipulation or change of any water apparatus or related equipment in any fashion. All water related equipment including the meter and the meter can are considered the property of the Wilson Arch Community Special Service District.

11.10 In the event a customer violates any of the district's policies, rules and/or regulations, 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 WASTE WATER EFFLUENT POLICY

12.1 On five acre or larger lots having only one (1) house, basic septic systems will be allowed for waste water treatment.

12.2 Septic systems will be allowed on one acre or larger lots with level 3 waste water treatment systems. Non-conforming lots recorded before effective policy date will be reviewed on a case-by case basis.

12.2 Larger developments (anything more than one (1) house) must employ a Level 3 treatment system to be engineered as required.

12.3 Special treatment requirements will be required for businesses, commercial applications, cabins, rentals and all non-single-family residences. All treatment systems will be part of a development agreement and will be maintained by the property owner with WAWSSSD and San Juan County oversight.

12.4 All septic systems are subject to the Southeast Utah Health Department and Utah Department of Environmental Equality rules and regulations.

12.5 All septic systems and treatment systems must be reviewed and approved by Wilson Arch Water and Sewer Special Service District, San Juan County Health Department and the EPA as required.

CHAPTER 13

13.0 PRIVATELY OWNED WATER WELLS

13.1 As per San Juan County Ordinance. 152.056

Individual or common wells or other private water systems shall only be permitted when the subdivision boundary is more than 1,320 feet from the nearest approved public water system. All private water systems shall be in compliance with the requirements of the state's Division of Environmental Health.

CHAPTER 14

14.0 CYBER SECURITY

14.1 This cybersecurity policy outlines the guidelines and procedures to protect the information systems and operational technology (OT) of a small water system that utilizes Supervisory Control and Data Acquisition (SCADA) systems. The goal is to ensure the confidentiality, integrity, and availability of critical infrastructure and data.

14.2 Scope

This policy applies to all employees, contractors, and third-party service providers who have access to or interact with the water system's IT and OT systems.

Policy Statements

14.3 Asset Identification:

All IT and OT assets, including SCADA components, networks, and data, will be identified, documented, and categorized based on criticality.

A comprehensive inventory will be maintained and regularly updated.

14.4 Risk Assessment:

A thorough risk assessment will be conducted to identify potential vulnerabilities and threats to the system.

Mitigation strategies will be implemented to address identified risks.

14.4 Access Control:

Access to IT and OT systems will be strictly controlled and granted on a need-to-know basis.

Strong passwords and multi-factor authentication will be required for all users.

Regular password changes and access reviews will be conducted.

14.5 Patch Management:

All software and firmware components, including SCADA systems, will be kept up-to-date with the latest patches and security updates.

A patch management process will be established to ensure timely application of updates.

14.6 Network Security:

A secure network infrastructure will be implemented, including firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS).

Network segmentation will be used to isolate critical systems.

Network traffic will be monitored and analyzed for suspicious activity.

14.7 Data Security:

Sensitive data will be classified and protected according to its sensitivity level.

Data encryption will be used for both data at rest and data in transit.

Regular backups will be conducted and stored in a secure off-site location.

14.8 Incident Response:

An incident response plan will be developed and regularly tested.

Procedures for reporting, investigating, and containing security incidents will be established.

A designated incident response team will be responsible for handling security breaches.

14.9 Employee Awareness and Training:

All employees will receive cybersecurity training to raise awareness of potential threats and best practices.

Training will cover topics such as phishing, social engineering, and secure password management.

14.10 Vendor and Third-Party Management:

Contracts with vendors and third-party service providers will include cybersecurity requirements.

Regular assessments of vendor security practices will be conducted.

14.11 Compliance:

The water system will comply with relevant cybersecurity regulations and industry standards, such as the Critical Infrastructure Security Agency (CISA) Cybersecurity Framework.

14.12 Implementation and Review

This policy will be implemented and maintained through a combination of technical controls, administrative procedures, and employee awareness. The policy will be reviewed annually to ensure its effectiveness and alignment with evolving threats and best practices.

Note: This is a general template and may need to be tailored to the specific needs and resources of the water system. It is recommended to consult with cybersecurity experts to ensure the policy is comprehensive and effective.

SCHEDULE OF WATER RATES, FEES, AND CHARGES

Residential

Resolution	What	Who	Amount per quarter
006.2023	Standby Fee	All VACANT lots	\$220.00
A portion of this fee will be allocated towards the impact fee once a building permit is approved.			
	Special Assessment	All lots	\$0
006.2023	Water / Sewer User Fees	East side on community septic	Water: \$272.00 Septic: \$164.37 Total: \$436.37

		West-East side private septic tank	Water \$272.00
N/A	Water Connection Fee	All new connections	\$300.00
N/A	Sewer Connection Fee	New east side cottages	\$100.00
All new connections will pay a connection fee which covers any administrative, Materials, and Labor Costs.			
004.2023	Water Impact Fee	All new Connections	\$4673.69 per ERU
007.2023	Sewer Impact Fee	All new connections	\$1500.00
All new connections will pay upon approval of a Building permit. Commercial lots will pay per number of ERUs on those lots.			

Commercial (Resolution Required)

Resolution	What	Who	Amount per quarter
006.2023	Standby Fee	All VACANT lots	\$220.00
A portion of this fee will be allocated towards the impact fee once a building permit is approved.			
	Special Assessment	All Commercial lots	\$0
	Water per ERU	All Commercial	\$135
N/A	Water Connection Fee	All new connections	\$1000.00
All new connections will pay a connection fee which covers any administrative, Materials, and Labor Costs.			

004.2023	Water Impact Fee	All new Connections	\$4673.69 per ERU (see Diameters Below)
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All new connections will pay upon approval of a Building permit. Commercial lots will pay per number of ERUs on those lots.

Residents obtaining water with a bulk truck for culinary residential use will be charged as per the residential usage fee chart. Each filling of the bulk truck will be considered the capacity of the truck, i.e., 3,000-gallon bulk water truck will be reported as 3,000 gallons of usage no matter the level of the tank at the time of the fill.

Fee Deposit by Meter Size

3/4-1-inch Connection: \$25.00

1.5-inch Connection Fee \$35.00

2 inch or larger Connection Fee Quoted Upon Request

Commercial 1-inch meter base/standby rate: \$220 per quarter

Commercial 1.5-inch meter base/standby rate: \$220 per quarter

Commercial 2-inch meter base/standby rate: \$220 per quarter

Commercial Usage Fees: \$5.00 per thousand gallons after base amount

Commercial Impact Fee: (Based on connection diameter – see table below.)

Connection Diameter (in) ERC’s Impact Fee Amount

¾ inch-1 inch \$4673.69

Larger diameters quoted upon request.

Commercial Retail Connection Fee: Actual cost of the connection depending on the size of meter required

Gallons Used Charge/1,000 gal. Total

Unmetered:

0 – base/Usage fee \$272 per quarter per ERU

Metered: (after meter install)

Base fee per ERU \$90.67 Monthly

1000 gallons for 0-6,000 \$5.00

1000 gallons for 6001-36,000 \$7.00

1000 gallons for 36,000+ \$9.00

Stand By Fee

\$220 per quarter for all undeveloped lots. (\$73.33 per month)

Bulk Meter Usage Fees: \$25 meter fee for each usage up to five days, with a \$5.00 charge for each additional day the meter is out.

A \$10 meter deposit is required.

The water usage cost is \$5/1,000 gallons used.

The meter must be read at least every 30 days.

COST OF SERVICES

Application Processing Fee \$25.00
District Plan Review Fee 2% of main line construction cost
District Inspection Fee 2% of main line construction cost
Engineering \$150/Hour
Inspections \$85/Hour
Will Serve Letters \$100/Hour
Call-Outs \$80 First Hour Minimum/\$60 Additional Hours
Equipment Actual Cost

Wilson Arch Water Connection Application

No excavation or connection may begin until the Wilson Arch Water & Sewer Special Service District (WAWSSSS) gives approval.

I. Contact Information:

Date: _____ Lot #: _____ Owner's Name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Proposed date of connection:

The following signature acknowledges compliance with the terms and conditions set forth in the Policies of the Wilson Arch Water and Sewer Special Services District.

____ We acknowledge that we have read and understand the Policies and Procedures of Wilson Arch Water and Sewer special service district. (See Chapter 1)

____ We affirm that once water is turned on it is the responsibility of the lot owner(s) to follow the SSD policies. Should we find that any changes in our water / sewer plan are needed, we will obtain prior written approval from the SSD.

Water Service Bill Example
____ We understand that in the event of our failure to follow the approved plan or policies, The District may shut off the water until all requirements are IAW SSD policies, and county and state code.

Member / Owner Signature _____ Date _____

Member / Owner Signature _____ Date _____

.....
Office Use Only
.....

INVOICE

**Wilson Arch Water and Sewer
Special Services District**
P.O. Box 97
LaSal, UT 84530

bodwassd@gmail.com
+1 8017702769



CUSTOMER NAME

Bill to

Ship to

Invoice details

Invoice no.: Invoice
date: Terms: Net 30
Due date:

Product or service		Amount
1. Stand By Fee	1 unit x \$215.00	\$215.00
Service date: 2/3/23		

Total \$215.00

Ways to pay



Note to customer

Please add an additional 1% for ACH, 2.9% for credit card payments.

Make all checks payable to Wilson Arch Water and Sewer Special Services District.



