

UPPER COUNTRY WATER
P.O. BOX 406
ALTAMONT, UTAH 84001
(435)454-3513

Water Service Request Policy

Thank you for inquiring about the purchase of a culinary water service from the **UPPER COUNTRY WATER DISTRICT**. The information below should help to clarify any question you may have concerning the connect, and placement of your meter.

1. The cost of a standard 5/8 culinary water service for members of UCWID is currently at \$6,100.00 This includes a **Connect Fee** of \$ 2,015.05 , and an **Impact Fee** of \$ 4,084.95. *Service locations that require a road crossing may be charged a minimum cost of \$550.00 for the County Road Permit in addition to the Water Service Purchase costs.*
2. The **District** will access the main line located closest to your property. Your meter will be set just off the existing main line, in the **District** right-of-way. If your connect requires a road crossing or special conditions, the additional expense may be added to your connect fee. If your property is located a distance from the main line, the **District** may opt to place the meter on your property line, once you have constructed the necessary service line to that point.
3. The property owner will be responsible for the construction and expense of their own service lines. It will be your responsibility to construct the remainder of the line to your point of usage. The **District** strongly recommends that a pressure reducer valve be installed by the property owner prior to the private line entering the residence or structure. If the location of your property requires you to construct along a County road, the **District** may assist you by acquiring the right-of-way for County owned land.

Questions concerning meter location or private line size recommendations should be directed to the System Manager Kirk Christensen who can be reached at 435-823-5243.

4. If the property owner requests, and it is agreed by the **District** to assume ownership of a line extension within **District** right-of-way (reference #2), the line constructed by the property owner must meet the specifications of the **District** with the intention that the **District** will assume ownership and maintenance of the system line extension following acceptance of the **District**.
5. The **District** assumes responsibility and maintenance of the meter box under the condition that you as the property owner, or others acting in your authority, have not tampered with, or misused it in any way. If it is determined that your box has been tampered with, you may be held liable for the cost of the repair.
6. You agree to provide un-encumbered access to the meter box for monthly reading. If access to meter box is denied, water service will be terminated at the main line.
7. The **District** requires property owners to provide adequate protection to prevent the possibility of back flush/flow contamination to the system line as defined in the **District** back flush/flow policy. In the event of contamination, the perpetrator will be held liable for all damage for allowing non-approved water, industrial fluids or other materials of questionable quality to enter our water distribution system.
8. The **District** will honor service requests in a timely manner after they are received and processed through our office. Once processed, service will be installed as coordinated with System Manager Kirk Christensen who can be reached at 435-823-5243. Special conditions will apply to requests made during the winter months. Due to potential damage to the system lines and danger to employees, connect installation requests will not be honored when the system line water reaches a temperature degree as determined by the District.

Please keep in mind system issues will take precedence over scheduling your service install.

DUCHESNE COUNTY
UPPER COUNTRY WATER IMP. DIST.
4132 NORTH 15675 WEST
P.O. BOX 406
ALTAMONT, UTAH 84001
(435)454-3513

DATE: _____

PROPERTY OWNER/DEVELOPER _____

This notice serves to inform the PROPERTY OWNER/DEVELOPER concerning District policy and is used in conjunction with the policies and regulations contained in the specification book available from UPPER COUNTRY WATER DISTRICT identified as the "District".

Any and all expenses incurred during the construction that are determined above and beyond the amount allowed for a standard service connect, will be at the expense and responsibility of the PROPERTY OWNER/DEVELOPER. I acknowledge and fully understand that ALL additional expenses are the responsibility of the PROPERTY OWNER/DEVELOPER and will be paid within thirty (30) upon receipt of billing statement from the District.

Additional expenses may include but are not limited to the following:

- Specification book available through the District
- Engineering (CAD drawings)
- Purchase of State/County Permits.
- Right-of-way
- Road crossings which may include flagging, compacting, gravel and/or pavement and other repairs. *Service locations that require a road crossing may be charged a minimum cost of \$550.00 for the County Road Permit in addition to the Water Service Purchase costs.*
- Bonds
- Supplies (including pipe and fittings)
- Inspection of line

I also agree to satisfactorily perform clean-up work on the constructed site to the satisfaction of the District and in accordance to State or County regulations. If the line is constructed to the specification of the District, I may transfer ownership of the line for future maintenance to the District. From the date of District acceptance and transfer of ownership, I, as PROPERTY OWNER/DEVELOPER guarantee the line against leaks, breaks and etc. for a period of two years.

My signature states that I understand the above mentioned terms and that all expenses and liability incurred with this service connect and/or line extension are my responsibility and are not the responsibility of UPPER COUNTRY WATER.

Signature of Property Owner/Developer:

_____ Date: _____

Upper Country Water Imp. Dist.
4132 North 15675 West ♦ P.O. Box 406
Altamont, Utah 84001 ♦ (435)454-3513

Water Service Purchase Agreement

Connect Fee: \$2,015.05 **Impact Fee:** \$4,084.95 **Total:** \$6,100.00

(This is for a standard 5/8 inch service meter. Larger meter sizes may be requested at an increased cost for hookup fee and impact fee. Service locations that require a road crossing may be charged a minimum cost of \$550.00 for the County Road Permit in addition to the Water Service Purchase costs.

(Please Print)

Name: _____

Mailing Address: _____

Service Location Address: _____

Contact Phone #: (Home) _____ (Cell) _____

Intended Connect Use: _____
(EX: Residential, Stock Watering, Industrial, Commercial)



Please attach a copy of the last year's tax notice to verify location of intended service property is within Upper Country Water Improvement District boundaries, and to verify property ownership.

I agree to the following:

- ♦ I am the owner of the property I am requesting this culinary water service for. If other than the property owner, property owner has acknowledged the conditions of this agreement with their signature below.
- ♦ **WATER SERVICES PURCHASED ARE INTENDED FOR IMMEDIATE AND CONTINUOUS USE.** Upon purchase, your account will be billed the minimum monthly usage charge beginning with the next billing cycle.
- ♦ **ACCOUNT DEPOSIT:** All new accounts will be assessed a minimum \$100.00 deposit which will be held by the District until such time there is a transfer of property ownership. New accounts are defined as newly purchased services, new property owners, or property owners who have had their service terminated for non-payment or delinquent accounts. Accounts of multi users, such as trailer parks, multi family dwelling, etc., the account security deposit shall be no less than \$100.00 and shall be adjusted to the equivalent of two months minimum base amount per unit.
- ♦ If intended use of connect purchase is for residential use, purchase of a water connect allows the purchaser service of culinary water to one residence only.
- ♦ If at a later date you request relocation of this culinary water service, all expenses associated with the relocation of the meter are the responsibility of the requestor/owner. A meter cannot be relocated from a property that has a structure (residence, business, etc.). The relocated meter will then be governed under the same policy other water service connects purchased at that time are governed under. Once relocated, the District assumes no responsibility or guarantee that service will be available at a later time at the prior location.

INTERRUPTION AND LIABILITY OF WATER SERVICE

UPPER COUNTRY WATER will strive to furnish continuous service but cannot and does not guarantee uninterrupted service and is not liable for any damage which may be sustained by and in reason of accident, repairs, acts of nature or incurred by the use of service connection.

- ♦ It is agreed that all bills will be paid when due. Failure to do so will result in disconnection of service.
- ♦ I agree to pay a reasonable attorney's fee and other costs of collection after default and referral to any attorney.
- ♦ I understand that the District may place a lien on my property for unpaid service, in addition to all costs associated with the placing of the lien.
- ♦ I certify that the information I have provided is true and accurate and any false statement made constitutes reason for immediate disconnection.
- ♦ I hereby request purchase of a culinary water connect and monthly water service provided by Upper Country Water.
- ♦ I acknowledge I was provided copies of, and understand the current policies of Upper Country Water.

Date: _____, 20____

Policy Sheets Given _____

Signature of Property Owner: _____



Upper Country Water

4132 N 15675 W
P.O. Box. 406
Altamont, Ut 84001
(435)454-3513

**UTILITY ACCOUNT
DEPOSIT**

Name: _____ Account Number: _____

Mailing Address _____

Property Address _____

Home Phone #: _____

Account Deposit Fee:

All **new** accounts will be assessed a \$100.00 deposit which will be held by the District until such time the property ownership transfers. New accounts are defined as newly purchased services, new property owners, or property owners who have had their service terminated for nonpayment and delinquent accounts. All new accounts will be governed under the current policy of the District. Service will not be provided to the property until the Account Deposit Fee is paid. For accounts of multi users, such as trailer parks, multi family dwelling, etc., the account security deposit shall be no less than \$100.00 and shall be adjusted to the equivalent of two months minimum base amount per unit.

 Please provide a copy of the legal document showing ownership of property service is located on.

**I/WE understand and agree that in event of default, to pay a reasonable collection charge and/or attorney fees.
I/WE understand that service is for immediate and continued use and minimum monthly amount will be billed, regardless of use.**

I/WE were also provided a copy of CUSTOMER POLICIES.

Signature _____ Date: _____

PLEASE DO NOT WRITE BELOW THIS LINE—FOR UPPER COUNTRY WATER USE ONLY

Total of Account Deposit: _____ Check #: _____ Cash \$ _____ Date: _____

Deposit Amount \$ _____

Deduct Final Bill \$ _____

Balance \$ _____

Total Amount of Deposit Refunded _____ Date Check Written _____ Chk # _____

accountdepositform804wpd

ACCOUNT DEPOSIT RECEIPT

Received of _____ the sum of _____ Dollars, \$ _____

as an **ACCOUNT DEPOSIT** to furnish culinary water service to **ACCOUNT #:** _____ .

This deposit will be retained by Upper Country Water until such time that property ownership transfers, and until all bills for culinary water service furnished to the above premises are paid in full.

The above deposit, or balance of deposit will be refunded to the person named above, at the address provided above. It is your responsibility to notify Upper Country Water of any name or address changes. **Thank You.**

Date _____ By _____

Upper Country Water

Duchesne County, Utah

County Code

This code was last updated by ordinance 16-352 passed June 7, 2016.

Chapter 11

MOBILE HOMES, MANUFACTURED HOUSING AND RECREATIONAL VEHICLES

8-11-3: ADDITIONAL REGULATIONS:

- A. Storage, Use Of Recreational Vehicles: Nothing in this chapter shall be interpreted to prohibit storage of a recreational vehicle when not in use on property of the owner, so long as not utilized for housekeeping, living or sleeping purposes (an exception is allowed for bona fide guest usage not to exceed 30 days). Recreational vehicles shall not be stored on property so as to obstruct the view of traffic, or to create a nuisance for adjoining property owners.

8-11-5: PLACEMENT WITHIN COUNTY;

- A. Recreational Vehicles: It is unlawful to place any recreational vehicle on any lot or parcel of land in the county and to use the same for permanent human habitation, except when located in a recreational vehicle park.

Please contact the municipality for questions regarding regulations.
Duchesne County, UT webpage / (435) 738-1100

To read the code in its entirety, go to:
http://sterlingcodifiers.com/codebook/index.php?book_id=861

UPPER COUNTRY WATER IMPROVEMENT DISTRICT CUSTOMER POLICIES

GENERAL INFORMATION:

The office of Upper County Water Improvement District is located at 4132 North 15675 West in Altamont and is open from 8:00 a.m. - 5:00 p.m. each Tuesday-Wednesday-Thursday. The telephone number is (435)454-3513. The fax number is (435)454-3511. The mailing address is: P.O. Box 406 Altamont, Utah 84001

ADMINISTRATION:

The District is governed by seven (7) Trustees, six (6) elected by the members of the District and one (1) appointed by the town of Altamont. The District is divided into seven (7) sections with a Trustee representing each area.

Board Meetings are held on the third Thursday of each month beginning at 7:00 p.m. the months of October - April; and 7:30 p.m. the months of May-September. To be placed on the agenda or for special accommodations, please contact the office no later than the Tuesday prior to the meeting scheduled.

SERVICE CONNECT

Payment of a connect fee allows the resident a water line and service of culinary water to one residence only. Those who are found in violation of this agreement will have their service terminated until additional connect fees are paid, and services installed to accommodate all points of usage.

A residence can provide culinary water to a second non residence point of usage (business, dairy barn, stock water, etc.) through one meter if both are owned by the same owner.

Water services are for immediate and continued use. This applies to all new accounts, new property owners, or property owners who have had their service terminated for nonpayment and delinquent accounts.

Period for Visitors: Individuals visiting the premises of an authorized user in a recreational vehicle (not including a mobile home) and continuing to live therein during the period of visitation may receive culinary water service from the service pipes or facilities of the host during the visitation period which shall not exceed thirty (30) days in a calendar year. Continued use thereafter shall be deemed unauthorized and in violation of the provisions of this part relating to separate connections and unauthorized use. (11082007)

Other arrangements for a second user should be brought before the Board for consideration of approval. (11082007)

FEES AND ACCOUNT CHARGES

1. Account Deposit Fee:

All new accounts will be assessed a \$100.00 deposit which will be held by the District until such time the property ownership transfers. New accounts are defined as newly purchased services, new property owners, or property owners who have had their service terminated for nonpayment and delinquent accounts. Present owners of service in good standing are exempt. (08172004)

Accounts of multi users, such as trailer parks, multi family dwelling, etc., the account security deposit shall be no less than \$100.00 and shall be adjusted to the equivalent of two months minimum base amount per unit. (12132012)

2. Disconnect Trip Fee:

In the event a property owner's service is scheduled for termination due to delinquency on the account, and owner or others acting in the owner's behalf have failed to submit payment by the disconnect notice due date and time, the District will make a property visit with notice of impending termination. Once a property visit has been made, an additional Disconnect Trip Fee of \$20.00 will be assessed to the account, at which time account must be paid in full within the specified time to avoid service termination. If service is terminated, the total delinquent amount, including Disconnect Trip Fee, Reconnect Fee and an Account Deposit Fee (if applicable) must be paid in full prior to reinstating service. (08172004)

3. **Reconnect Fee After Shut-off Due to Delinquent Bill:** (070899) If water is shut off due to a delinquent bill, a reconnect fee in the amount of \$50.00 will be required to reinstate water service after the delinquent portion of the bill and other fees are paid in full. After hour or weekend reconnect requests will be honored at the convenience and availability of the System Manager and will be subject to an additional fee of \$25.00.

METERS

It will be unlawful for any person to connect onto the water system without permission obtained from the District. Property owners agree that the meter is the property of the District. It will be unlawful for

any person by himself, family, employee or agent, to open, interfere with, injure, deface, or in anyway impair the workings of any meter, or appurtenance connected to the District. Property owners who tamper with the meter forfeit the District's maintenance agreement and may be held liable for the cost or repairs of any damage or misuse.

It will be unlawful for any person by himself, family, employee or agent to connect onto the system hydrants without permission obtained from the District. Once identified, a minimum fine of \$500.00 in addition to charges for the estimated water usage for unauthorized fire hydrant use will be assessed to the offending party. (09132012)

It will be the property owner's responsibility to provide an unencumbered access to the water meter for the purposes of monthly reading to determine the amount of water used, maintenance or other District matters. In the event that a property owner or subscriber blocks the access by any means whatsoever, either intentional or unintentional, the District may issue a warning requesting removal of the obstacle, or charge a nominal fee for the property visit.

The District will maintain all water connections from the point of connection with the water main line up to and including the meter only. All water lines between the meter and the premises to be served will be maintained by and are the responsibility of the user.

1. Backflow Protection:

The District requires property owners to provide adequate protection to prevent the possibility of back flush/flow contamination to the system line as defined in the District back flush/flow policy. In the event of contamination, the perpetrator will be held liable for all damage for allowing non-approved water, industrial fluids or other materials of questionable quality to enter our water distribution system.

2. Meter Testing (10122000)

The District stands behind the accuracy of our meters and recognize the added expense to the District in removing and replacing the meters in addition to the testing costs. At the request of the property owner/customer, Upper Country Water will remove and test a private service meter for accuracy. In the event the meter tests within the accuracy standards, all expenses will be charged to the requesting party. If the meter is faulty, Upper Country Water will assume full responsibility. A form will be signed by the requesting party, identifying they request the testing and agree to the terms.

CROSS CONNECTION

The District requires property owners to provide adequate protection (as identified in the District Cross Connect Policy) to prevent the possibility of back flush/flow contamination to the system line. Following the Uniform Plumbing Code, two entities (ex: Upper Country Water and your private water source) are not to be combined through the same supply line. Each entity is to be separated by an air gap. A valve is not sufficient. In the event of contamination, the perpetrator will be held liable for all damage of allowing non-approved water, industrial fluids or other materials of questionable quality to come into contact with approved water inside the Districts distribution system.

BILLING POLICIES

Billing Statements are mailed out the first week of the month and are due and payable upon receipt. Accounts are considered delinquent if not paid by the 25th of the month. A delinquent bill will be assessed a \$5.00 late charge which will appear in the following months billing. Accounts of multi users, such as trailer parks, multi family dwelling, etc., will be assessed a \$5.00 late charge for each active unit. (11082012)

Because of this policy, it is important for you the consumer to pay on time. Payments are recorded on the day received by the District office. Payments received after regular office hours (5:00 p.m.) are recorded on the following business day. Payments are not recorded as paid by the date on the check or by the date of post marks. The only exception is if the 25th of a month falls on a weekend or holiday at which time payments received by mail or person at the beginning (8:00 a.m.) of the next business day will be recorded as an on time payment. If a correction or adjustment to a billing must be made, the customer must request action in the same month as the billing is received. (01132000)

In the event customers account remains unpaid, the customer has agreed with their signature on the Water Service Purchase Agreement to pay reasonable attorneys' fee and other costs of collection after default and referral to any attorney.

It is further understood that the District may place a lien on property for unpaid service accounts, in addition to all costs associated with the placing of the lien as identified in the Delinquent Account Policy.

DELINQUENT ACCOUNT POLICY: If an account remains delinquent for a period of one year and efforts to collect the delinquent amount are not successful, the customer will be sent a certified letter which states a lien is pending and will be placed on their property within 15 days if the account is not settled. All costs associated with the action will be added to the lien as allowed by law. (081006)

USAGE RATES

Monthly Usage Rates:

Service Monthly Usage and Fee Schedule: (01012018)

Gallons Water Used

0 - 10,000	\$38.00 minimum base rate
10,001 - 60,000	\$1.00/1,000 gal. (overage)
60,001 - 100,000	\$1.10/1,000 gal. (overage)
100,001 →	\$5.00/1,000 gal. (overage)

Conservation -Seasonal Peak Usage Monthly Rate (05082003)

The Conservation-Seasonal Peak Usage Rate may be enforced during the months of April through October on an "as needed" implementation.

Conservation - Seasonal Peak Rate Monthly and Fee Schedule: (06132007)

Gallons Water Used

0 - 10,000	\$38.00 minimum base rate
10,001 - 60,000	\$1.00/1,000 gal. (overage)
60,001 - 100,000	\$1.25/1,000 gal. (overage)
100,001 →	\$5.00/1,000 gal. (overage)

Services outside District boundaries are charged 1.5 times the rates.

INTERRUPTION AND LIABILITY OF WATER SERVICE

The District will strive to furnish continuous service but cannot and does not guarantee uninterrupted service and is not liable for any damage which may be sustained by and in reason of accident, repairs, acts of nature or incurred by the use of service connection.

THREATENING DEMEANOR OF CUSTOMERS (01172001)

District personnel are expected to perform those actions they are employed to do. They are not given the option of disregarding District policy for friends, neighbors or relatives, and should not be held personally responsible for enforcing District policy. Threats made under any circumstances, either verbal or physical are not taken lightly.

A)

Written notification, via certified mail, will be sent to the offender. Their receipt of the letter indicates a prior encounter, and serves as the offenders warning. Although a formal report may not have been filed with the local law enforcement agency, they have been notified, and the incident documented by Upper Country Water. Any further recurrence by the offender in this manner, will result in a formal filing of charges with Duchesne County Sheriff Department. The offender will be prosecuted to the fullest extent of the law.

B)

District personnel are instructed to immediately remove themselves from the property when the threat of bodily harm occurs. If this action is deemed necessary and taken prior to re-instating culinary water service due to termination of service for non-payment, service will not be re-instated until the property owner has come before the Board of Directors to appeal Upper Country Water's action.

C)

District personnel acting in behalf of, and performing District duties, will no longer visit the property of the offender without escort of another assigned person(s), or if deemed necessary, a law enforcement agency representative.

PROCESSING OF TRANSACTIONS AND/OR DOCUMENT REQUESTS (RESOLUTION71008)

In order to protect the District and employees, and to assist the Upper Country Water office to reach a standard of efficient and correct transactions, the completion of any transaction that may be considered unique in anyway may be delayed until the following business day. These may include but are not limited to:

1. Requests for documents that are not readily accessible.
2. Transactions that may require approval of the District's Executive Committee.
3. Transactions that may require legal review.
4. Transactions for payments presented with special or unique conditions identified.
5. Transactions that may not be completed within the remainder of the posted business hours for that business day.

Transaction that are ordinary and customary will be processed during regular office hours. *This policy is not intended to cause an inconvenience to our customers, but is our effort to insure each customer and employee is treated in a fair and correct manner. We understand that special conditions and emergencies do arise and will do our best to handle all presented transactions in a timely and efficient manner.*

Requests for public records are not intended to be governed under this policy, and will be governed under the guidelines of G.R.A.M.A..

The information contained in this pamphlet is a brief overview of some of our policies which affect you, our customers. Policies in their entirety can be viewed at our office.