

SECTION 1: AMENDMENT “1.02.010 New Connections For Water Service” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

1.02.010 New Connections For Water Service

- A. Applicants desiring a connection for property located within the District shall notify the District requesting that the District provide the required retail water service. New connections may be installed prior to an approved culinary use. However, it will be locked and unusable until such time a building permit has been issued by the Town of Apple Valley. As an exception, water meters may be installed for agricultural use only. It may not be connected to any structure or be used as culinary water. Any unauthorized use will be subject to lockout. The installation will require the impact fee, connection fee and if applicable (depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customer) an appropriate municipal category water right provided by applicant by conveyance ~~provided by applicant by conveyance~~. If the agricultural connection is changed to culinary use and 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. If providing service by the District requires a mainline extension, the applicant will follow the procedures starting with 1.02.040 Procedures for Obtaining Water Services for Development Projects.
- B. Upon approval of the new water connection and payment of required deposit, the applicant shall engage at their own expense a licensed and insured contractor approved by the Water Superintendent for the excavation of the water main. The contractor shall schedule the excavation at a time when the Water Superintendent is available to supervise the excavation. Contractor shall obtain an Encroachment Permit from the Town, if required. Upon excavation of the water main, the Water Superintendent shall then install the service line and required water meter. After the installation of the water meter, 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 Apple Valley Town Standards.
- C. 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 city, the application shall also comply with the procedure in Section A.
- D. All applicants shall sign a Water Application and Agreement. Such application shall include the location of the desired water 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. Pay the current connection deposit as established by the District's ~~Administrative Control Board~~~~Board of Trustees~~. After completion of the connection, the District will provide applicant an itemized billing of time and materials for the connection, 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.
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 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.
3. ~~Convey to the District, in a form or manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant~~Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan at the established rate per connection or deeded to the District in lieu of the buy-in. Conveyance to the District, must be in a form or manner approved by the District, an existing water right in a quantity sufficient to allow the District to meet the use applied for by the applicant.-For a single-family residential connection with outside irrigation not exceeding one acre, the quantity of water right to be conveyed is 1.0-acre foot. The requirement for other applications, such as commercial or larger acreage, shall be determined on a case-by-case basis. The conveyance to the District and the District's obligation to service the applicant is conditioned upon approval by the State Engineer of a change application filed by the District to change the nature and place of use and the point of diversion of the conveyed water right

to that consistent with the requested service. Any reduction by the State Engineer in the quantity of water approved as a result of change of nature of use or forfeiture shall be the responsibility of the applicant.

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 Control Board~~~~Board of Trustees~~. The District shall impose a five percent (5%) finance charge, applied monthly to all delinquent accounts.
 5. Abide and obey all rules and regulations then in effect and thereafter adopted by the District.
 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 of statement date 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.
 7. Pay any interest, collection charge, and restoration fee set forth in these rules and regulations.
 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.
 9. Acknowledge that the service connection and all of its parts and materials from the water main to the point of connection to the line stubbed from the building, said point of connection being immediately downstream of the meter box, shall be the property of the District.
 10. Acknowledge that the District reserves the right at any time, without notice, to shut off or curtail water service, in the event of a water scarcity, 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.
 11. Identify a relative by name and address, not living with the applicant.
 12. 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.
 13. Acknowledge that the customer shall be responsible for installing and maintaining a thermal expansion chamber and a pressure reducing valve on the cold water line feeding the customer's water heater, and that any damage which may occur as a result of a missing or faulty thermal expansion chamber or pressure reducing valve shall be the responsibility of the customer. Neither the chamber nor the valve shall be removed except to necessitate a replacement or repair.
- E. 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 interest are paid.
- F. Upon proper execution of the annexation petition, if applicable, signing of the Water Application and Agreement, payment of the current connection fee, buy-in or conveyance of the required water rights, 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.

SECTION 2: AMENDMENT “1.02.040 Procedures For Obtaining Water Service For Development Projects” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

1.02.040 Procedures For Obtaining Water Service For Development Projects

- A. Prior to zone change or preliminary plat:
1. The Developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed. The Developer is expected to review and be familiar with the District's most recently adopted Culinary Water Master Plan. ~~The Developer must provide proof of ownership of municipal category water rights sufficient for the project, prior to the issuance of a preliminary will serve letter.~~ A preliminary will serve letter will outline requirements needed to hookup to the District system and any and all water infrastructure needed to be supplied by the developer to serve the project. The applicant assumes the entire risk of water availability for the project, subdivision, or development.
 2. A will serve letter will only be issued along with an application for a building permit if water services are available.
 3. A letter with results will be given to the Developer to provide to the Town of Apple Valley Planning and Zoning Board.
 4. An Acknowledgement of Water Form (Appendix B) must be signed and submitted with the preliminary plat application with the Town of Apple Valley. Said acknowledgement ~~form~~ form outlines that the District does not guarantee that water will be available for the project, subdivision or development when applied for.
 5. No District officer or employee is authorized to issue a will serve letter. The preliminary and final will serve letters must be provided and signed by the District Engineer, along with the District Chairman's signature. Any letter issued in conflict of this section shall be null and void.
- B. Following approval of the preliminary plat:
1. The Developer's engineer will provide proposed construction plans as per District Design Standards to the Apple Valley Joint Utilities Commission (JUC) committee, and to a District representative.
 2. The District Engineer will then review, redline and return plans at the new JUC meeting to the Developers. The Developer's engineer will make the requested corrections on the Master set of construction plans.

3. The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.
 4. If plans are approved, the District representative will sign-off on the master set of construction plans.
 - ~~5. Developer will deed the municipal category water rights over to the District, according to the will serve letter received, at the time of recording the final plat. If the project is to be completed in phases, at the option of the District, water rights may be deeded according to each phase as it is approved.~~
- C. A Pre-Construction meeting will then be held by the Apple Valley Public Works Consultant. Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance and proof of bonding, if required. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project. The Contractor may then start construction and arrange all required inspections with the District Inspector as construction proceeds and finishes.
1. Upon completion of the work, the Contractor shall provide the District with as-built plans, both in print and in electronic format, and proof of all soils testing that was completed during construction.
 2. Upon completion, the Developer is to provide a one (1) year warranty bond of 10% of the construction cost, or pay the bond amount to the District. The bond amount will then be released back to the Developer after the one-year warranty period is over and any needed warranty repairs have been made.
 3. The District transmits one executed copy of the Water Extension Agreement to the Developer and one copy to the District Engineer. All District engineering review fees and all inspection fees are to be paid by the Developer.

SECTION 3: **AMENDMENT** “01.20.010 Residential” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

01.20.010 Residential

Residential Standby Fee: \$49/month

Residential Base Fee: \$49/month

Residential Usage Fees:

Gallons Used	Charge/1,000 Gal	Total
0-base/standby		\$49.00
0-5,000	\$1.50	Calculated based on usage
5,001-12,000	\$1.75	Calculated based on usage
12,001-25,000	\$2.00	Calculated based on usage
25,001-35,000	\$2.25	Calculated based on usage
35,001-45,000	\$2.50	Calculated based on usage
45,001+	\$2.75	Calculated based on usage

Residential Impact Fee (3/4 in Connection): \$12,000

Connection Fee Deposit by Meter Size:

3/4-inch Connection Fee: \$1,600

1-inch Connection Fee: \$1,900

1.5-inch Connection Fee: \$2,900

2-inch or Larger Connection Fee: Quoted Upon Request

Actual cost of the connection depending on the size of meter required.

Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, one (1) acre foot of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan currently at \$6,000 per connection, or deeded to the District in lieu of the buy-in.

SECTION 4: AMENDMENT “01.20.020 Commercial” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

01.20.020 Commercial

Commercial 1-inch meter base/standby rate:

Commercial 1.5-inch meter base/standby rate:

Commercial 2-inch meter base/standby rate:

Commercial 3-inch meter base/standby rate:

Commercial 4-inch meter base/standby rate:

Commercial Usage Fees: \$1.50 per 1,000 Gallons

Commercial Impact Fee: (Based on connection diameter-see table below. Depending on whether the District owns sufficient municipal water rights to supply the proposed development and existing customers, appropriate acre feet of water of municipal category water rights must be bought-in according to the District's most recently adopted Culinary Water Master Plan currently at \$6,000 per connection or deeded to the District in lieu of the buy-in.)

Connection Diameter (in)	ERC's	Impact Fee Amount
3/4	1	\$12,000
1	3	\$15,000
1.5	5	\$21,000
2	8	\$27,000
3	10	\$39,000

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

SECTION 5: **ADOPTION** “01.18.000 Critical Infrastructure Records Policy” of the Apple Valley Water & Sewer District is hereby *added* as follows:

ADOPTION

01.18.000 Critical Infrastructure Records Policy(*Added*)

A. Purpose: This Policy shall be known as the Big Plains Water Special Service District ("District") Critical Infrastructure Records Policy or the "Policy", the purpose of which is to protect water Critical Infrastructure information and records from disclosure and to ensure that any release of said information and records is limited to project-specific data necessitated by a defined development need or governmental purpose.

B. Background:

1. **Federal Law:** The United States Congress adopted the America's Water Infrastructure Act of 2018 ("AWIA") (Pub. L. No. 115-270), which requires community drinking water systems to conduct a risk and resilience assessment ("RRA") and prepare or revise an emergency response plan ("ERP"). A drinking water system must certify to the U.S. Environmental Protection Agency ("EPA") that the RRA and ERP have been completed every five years. The AWIA protects any information submitted to the EPA from public disclosure (Pub. L. No. 115-270, Section 2013(b)). The drinking water system is only required to submit the certification to the EPA, and not the actual RRA and ERP, and thus the public disclosure of the RRA and ERP is subject to state law.
2. **State Law:** The Government Records Access and Management Act provides that the District's records regarding security measures designed for the protection of persons or property, including building and public works designs relating to ongoing security measures, are not subject to public disclosure (Utah Code Ann. (UCA) Section 63G-2-106); protects records if disclosure "would jeopardize the security of governmental property, governmental programs, or governmental recordkeeping systems from damage, theft, or other appropriation or use contrary to law or public policy" (UCA Section 63G-2-305(12)); and protects the following drinking water system records: "(a) an engineering or architectural drawing of the drinking water facility; and (b) except as provided in Section 63G-2-106, a record detailing tools or processes the drinking water facility uses to secure, or prohibit access to, the records described in Subsection (84)(a)" (UCA Section 63G-2-305(84)). In

2022, the Utah Legislature adopted S.B. 254, Government Records Access Revisions, which protects from disclosure certain water critical infrastructure records.

3. **District Funding:** To clarify what District records are protected under GRAMA Section 63G-2-305(12) and (84), the District finds, and for purposes of this Critical Infrastructure Records Policy defines, the following records to be "protected": All engineering and architectural drawings of the District's entire system(s) (including collection, treatment and distribution facilities, as applicable), and all supporting and related documentation such as studies, diagrams, maps, construction renderings, GIS data, work orders, and similar materials, whether in paper, electronic or other format.

C. Definitions: For purposes of this Critical Infrastructure Records Policy the following words will have the following meanings:

1. **"Critical Infrastructure"** has the same meaning as in Section 1016(e) of the Patriot Act of 2001 (42 U.S.C. Section 5195c(e)): "systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters". Pursuant to Presidential Directive 21, water systems are defined as "Critical Infrastructure".
2. **"Drinking water facilities" or "water facilities"** means the entirety of the District's collection, treatment and distribution system(s), as applicable.
3. **"Government Records Access and Management Act" or "GRAMA"** means Utah Code Ann. Title 63G, Chapter 2.
4. **"Protected" or "Protected Record"** has the meaning set forth in Utah Code Ann. Section 63G-2-103(20): " record that is classified [as] protected as provided by Section 63G-2-305."

D. Exempt Records: Pursuant to Section 63G-2-106 of GRAMA, the following records are exempt from and are not subject to the disclosure requirements set forth in GRAMA, and it is the policy of the District that these records shall not be disclosed pursuant to any GRAMA request or other type of records request, except to the extent otherwise required by state or federal law:

1. **Security measures and plans,** including a plan to prepare for or mitigate terrorist activity, or for emergency and disaster response and recovery. This shall include, but is not limited to, the District's RRA and ERP, as applicable, prepared pursuant to the AWIA. The District's RRA and/or ERP shall include any and all GIS data of the District's Critical Infrastructure systems.
2. **Risk Assessment or Security Audit results,** or data collected from any risk assessment or security audit performed by the District. This collected data includes any and all GIS data of the District's Critical Infrastructure systems.
3. **System and facility data** that may disclose points of access to, or vulnerabilities of, the District's collection, treatment and distribution systems, including any and all GIS data, as applicable.

E. Protected Records: Pursuant to Section 63G-2-305(84) of GRAMA, the following records are Protected and are subject to disclosure only to the extent authorized in

GRAMA:

1. **Records, the disclosure of which would jeopardize the security of governmental property, programs or recordkeeping systems from damage, theft or other appropriation or use contrary to law or public policy.** Said records, if not exempt under Subsection D of this Critical Infrastructure Records Policy, include system and facility data that may disclose points of access to, or vulnerabilities of, the District's treatment and culinary water distribution systems, including GIS data, as applicable.
2. **Engineering or architectural drawings** of the District's drinking water facilities, as applicable.
3. **Records detailing tools or processes** the District uses to secure, or prohibit access to, the records described in Sections B.2 and D.2 of this Policy, except to the extent those records fall within the categories of records described as exempt from disclosure under Section D of this Policy.

F. **Public Records:** Pursuant to Section 63G-2-106(3) of GRAMA, any certification that the District has conducted a risk and resilience assessment under 42 U.S.C. Section 300i-2 is a public record. However, the resulting RRA or ERP, including any supporting data, drawings, summaries, GIS data or information, and other related material, shall not be considered a public record and shall be exempt from disclosure under GRAMA.

G. **Policy of Strict Application:** It is the intent of the District that this Critical Infrastructure Records Policy be applied strictly to prohibit disclosure of Critical Infrastructure Records and data to the greatest extent allowed under the law and this Critical Infrastructure Records Policy. Due to security sensitive nature of the District's Critical Infrastructure, any balancing test set forth in the law shall be weighed more heavily in favor of privacy protection and non-disclosure rather than disclosure. To the extent that the District's Critical Infrastructure GIS data is included within the District's RRA, ERP or any other risk assessment or security audit described in this Critical Infrastructure Records Policy, the District's intent and policy is to keep dissemination of such GIS and related data as restricted as allowed under the law. In its consideration of records requests for the material described herein as exempt or protected, before releasing any such record the District shall require that a requester demonstrate a project specific or other legally justified need for the record. By way of example, the District will release limited project-specific records and data only to owners or developers of property to be served by District facilities, to Blue Stakes utilities and agencies, or to government agencies that have a lawful need for the requested data.

H. **Subsequent Modifications/Higher Law:**

1. **Critical Infrastructure Records Policy Not Exhaustive:** The governing body of the District reserves the right to add to, delete from, or change this Critical Infrastructure Records Policy at any time. Each GRAMA request or other request for a record shall be considered on a case-by-case basis, taking into consideration this Critical Infrastructure Records Policy, as well as state and federal laws.
2. **Higher Law to Control:** In the event of any conflict between the Critical infrastructure Records Policy and any applicable federal or state law, rule, or

regulation, the federal or state law, rule, or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

SECTION 6: **AMENDMENT** “01.20.040 Cost Of Services” of the Apple Valley Water & Sewer District is hereby *amended* as follows:

AMENDMENT

01.20.040 Cost Of Services

COST OF SERVICES

- Application Processing Fee \$125
- Well Permit Fee \$250
- Engineering Actual Cost
- Inspections \$60/Hour
- Will Serve Letters ~~\$80.00~~ 75 Initial Fee (1/2hour), \$75.50 for Additional Half Hours
- Call-Outs \$60 First Hour Minimum / \$80 Additional Hours
- Equipment Actual Cost
- Late Notice Fee \$5
- Service Restoration Fee \$50
- Interest Charges 5%/Month