



FAIRVIEW WATER DISTRICT

Established 1952

RULES AND REGULATIONS

Adopted February 26, 2025

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SECTION 1 – DEFINITIONS

Whenever the following terms are used in these Rules and Regulations, the intent and meaning thereof shall be interpreted as follows:

Applicant – shall mean any Owner that submits a Service Connection Application or an Alteration Application with the District.

Alteration Application – shall mean a contractual agreement applied for by an Owner who desires to remove, alter, replace, or relocate, or cause to be removed, altered, replaced, or relocated, any Service Connection, Service Line, or any other Water facility or appurtenance connected to, or part of, the District Water System.

Alteration Permit – shall mean the Alteration Application once it becomes a permit when approved by the District.

Backflow – shall mean the flow of Water or other liquids, mixtures, gases or any other substances into the distribution pipes of the District Water System from any source or sources other than the District's sources.

Backflow Prevention Assembly – shall mean a specially designed and certified Backflow Prevention Assembly that is used in protecting the District Water System from contamination that originated downstream of the assembly.

Basic Charge – shall mean a fixed Rate or charge imposed by the District for readiness-to-serve Water on a periodic basis based on meter or service size, as applicable, as set forth in the Water Rate and Fee Schedule.

Bill Date – shall mean the date a bill or invoice is generated as printed on the bill or invoice.

Board – shall mean the Board of Directors of the District.

Bylaws – shall mean the most recent Bylaws and amendments thereof adopted by the Board.

Charge(s) – shall mean the accumulation of any and all applicable Fees, Rates, Basic Charges, Usage Charges, and other amounts due pursuant these Rules and Regulations, or as otherwise directed by the District, chargeable to the Customer of Record or other Person, as shall be applicable.

Cross Connection – shall mean any unprotected, actual or potential connection between any part of the District Water System and any source or system containing Water or other liquids, mixtures, gases or any other substances. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which Backflow could occur, shall be considered Cross Connections.

Customer – shall mean any Person receiving Water or services from the District.

Customer Control Valve – shall mean a valve meeting the requirements of the District, installed on the outlet side of a Water meter.

Customer of Record – shall mean the Person that has entered into a contractual agreement with the District for Water Service. The contractual agreement may include the Service Connection Application, the Alteration Application, the Water Service Agreement, and a request for service received at the District by phone, mail or in person. The Customer and Customer of Record may or may not be one and the same. The Customer of Record is responsible for payment of all monies owed on accounts for which the Customer of Record has entered into a contractual agreement.

Customer Line – shall mean the Customer owned Water transmission lines and facilities downstream of the Point of Connection.

Delinquent Fee – shall mean a Fee assessed with a Delinquent Bill or a Final Notice Bill.

Deposit – shall mean any money held by the District for the purpose of guaranteeing payment of money owed to the District for the costs of service. Deposits are applicable only to the accounts for which such money was collected. Deposits are refunded only to the Customer of Record, unless the Customer of Record made a written request and has received permission from the District to do otherwise.

District – shall mean the Fairview Water District.

District Engineer – shall mean the duly approved and acting Engineer of the District or an authorized designee.

District Secretary – shall mean the appointed Secretary of the District identified in **Appendix B**.

District Water Office – shall mean the business office of the District identified in **Appendix B**.

District Water System – shall mean the District owned and controlled Water system located upstream of the Point of Connection, inclusive of its Water sources and transmission, distribution, and storage facilities used for the delivery of Water to Customers of the system.

Due Date – shall mean the date a bill or invoice is due. If not paid by the stated Due Date, a bill or invoice becomes delinquent.

Fee(s) – shall mean any amount of money imposed or required by the District to a Customer of Record or other Person.

Main or Mainline – shall mean Water distribution pipelines owned by the District located in streets, highways, public ways or private rights-of-way used to deliver or transmit Water.

Owner – shall mean any holder of legal title of real property for which Water Service has been requested or established.

Person – shall mean any individual, firm, corporation, partnership, joint venture, association, agency, and any other business entity.

Point of Connection – shall mean the physical location at the outlet side of a District approved and installed Water Meter.

Rate(s) – shall mean the Basic Charge and the Usage Charge, as shall be applicable.

Rules and Regulations – shall mean these Rules and Regulations for Water Service as adopted and as may be amended from time to time by the Board.

Service Area – shall mean the area within the legal description set forth in the 1952 Order creating the District, as amended in conformance with Idaho law and as shown on the detailed map maintained by the District.

Service Connection – shall mean the connection of the Customer Line with the District Water System at the Point of Connection.

Service Connection Application – shall mean a contractual agreement applied for by an Owner who desires a new Service Connection to the District Water System.

Service Connection Permit – shall mean the Service Connection Application once it becomes a permit when approved by the District.

Service Line – shall mean the tap at the Water main of the District Water System, the meter, the connection fittings and piping from the Water main to the Point of Connection Water meter installed and owned by the District.

Service Line Installation Fee – shall have the meaning set forth in Section 8.3.

Service Restoration Fee – shall mean a Fee assessed on any account for a District employee or representative to restore Water Service after being terminated for non-payment.

Service Termination Fee – shall mean a Fee assessed on any account for a District employee or representative to terminate Water Service after being terminated for non-payment.

Usage Charge – shall mean the charge based on the amount of Water that has passed through the Point of Connection, based on measured usage from Water meter readings or estimated usage if the Water meter is not working.

Violation – shall mean non-compliance with any condition or conditions of these Rules and Regulations, a Service Connection Application, an Alteration Application, a Water Service Agreement, or any other agreement with the District by any Person, action, or occurrence, whether willfully, recklessly, or negligently committed.

Water – shall mean all Water provided by the District.

Water Emergency – shall mean a condition, within the discretion of the Board, characterized by present inability or an imminent danger of inability to provide Water for essential service, including but not limited to a failure of any of the District's Water sources, transmission, delivery, or storage systems, an extended power failure, or any other natural or manmade disaster severely limiting the availability of Water supply.

Water Rate and Fee Schedule – shall mean the current schedule of Rates, Fees, and Charges as approved by the Board attached hereto as **Appendix C**.

Water Service – shall mean the availability of Water as provided by the District.

Water Service Agreement – shall mean a written contractual agreement between an Applicant and the District regarding the terms under which the District shall provide Water Service to the Applicant.

Water Shortage – shall mean a condition, within the discretion of the Board, during which sufficient Water is not or will not be available to meet the needs of Consumers.

SECTION 2 - GENERAL

2.1. Introduction. The Fairview Water District was formed and organized on June 3, 1952, as a governmental subdivision of the State of Idaho and a body corporate with all the powers of a quasi-municipal corporation for the purpose of providing a public water supply system within its Service Area by the Order of District Court Judge Isaac McDougall of the District Court of the Fifth Judicial District of the State of Idaho, in and for Franklin County, pursuant to Idaho Code sections 42-3201 through 42-3238. A copy of the 1952 Court Order may be obtained from the District Secretary.

2.2 District Governance. The District is a duly organized water district of the State of Idaho. The District is governed in accordance with Idaho law. Pursuant thereto, the District is managed by a Board of Directors consisting of five (5) Directors, which each serve for a term of six (6) years. The Directors are elected by the qualified electors that have been bona fide residents of the District for at least thirty (30) days prior to the election and who are qualified to vote at general elections in Idaho. A list of the current Board may be obtained from the District Secretary.

2.3 Service Area. To the extent approved by the Board and subject to Section 2.8, the District provides potable Water within its Service Area. A detailed map of this Service Area is maintained by the District. A basic map showing the rough outline of this Service Area is attached hereto as **Appendix A**. Any discrepancy between the basic map and the detailed map will be controlled by the detailed map.

2.4 Inclusion of Property in Service Area. The District's Service Area may be expanded, and additional real property may be added to the District's Service Area by annexation, in accordance with the requirements of Idaho Code Section 42-3218.

2.5 Exclusion of Property from Service Area. Real property may be excluded from the District's Service area in accordance with the requirements of Idaho Code Sections 42-3219, 42-3219A, and 42-3219B.

2.6 Service Conditions. Water Service shall be available only in accordance with these Rules and Regulations, as well as applicable federal, state, and local statutes, ordinances, rules, and regulations.

2.7 Establishment of Water Rates and Fees. The Board fixes and periodically reviews and adjusts the Water Rates, Fees, and Charges assessed or imposed under these Rules and Regulations. The applicable Water Rates, Fees, and Charges required by these Rules and Regulations are set forth in the District's Water Rate and Fee Schedule attached hereto as **Appendix C**.

2.8 Limitation of District Water System. Due to limitations of the District Water System and the District's water rights, the District may be unable to provide Water Service to all properties and residents located within the District's Service Area. Therefore, the District does not and cannot guarantee or promise that all Service Connection Applications for new construction in the District's Service Area will be approved or that all properties and residents located within the District's Service Area will receive Water Service from the District.

2.9 Quantity, and Quality of Water. The issuance of a Service Connection Permit, an Alteration Permit, the execution of a Water Service Agreement, and the provision of Water Service under these Rules and Regulations do not, and shall not be construed as a, guarantee or promise of any particular volume, flow, quantity, or quality of Water from the District or the District Water System. Despite efforts by the District, the volume, flow, quantity, and quality of Water provided by the District may be less than desired by the recipient.

2.10 Amendments. Pursuant to Idaho Code Section 42-3212, the Board reserves the right, in its sole discretion, to amend or repeal any of these Rules and Regulations as deemed necessary and appropriate for the management and governance of the District.

2.11 Notices. All notices by or from the District required or permitted by these Rules and Regulations shall be deemed given if sent by first-class mail, postage prepaid to the address of the Applicant, Owner, Customer, or Customer of Record on file with the District at the time of the notice. It shall be the duty of the Applicant, Owner, Customer, and Customer of Record to continually provide updated contact information to the District.

2.12 Severability. If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of these Rules and Regulations. The Board hereby declares that it would have passed these Rules and Regulations by section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

2.13 Historical Water Service Connections Outside of District Boundaries. The District obtains a portion of its water from certain springs located outside the District's boundaries. As part of its organization and

formation, the District installed a water pipe from those springs across certain real properties that were not, and are not, included within the District's boundaries. To obtain easements for such purpose, the District agreed to provide water service connections to the owners of the real property located outside of the District's boundaries where the water pipe was installed (the "Historical Water Services Connections"). A list of the Historical Water Service Connections is maintained by the District's Secretary. Notwithstanding any other provision of these Rules and Regulations, the Historical Water Services Connections shall continue to be served by the District to ensure the continued enforceability of the easements for its water pipe. Because these individuals are receiving water from the District, these individuals are subject to the District's Bylaws, rules, regulations, and policies. These individuals are also subject to all fees and/or assessments imposed by the District in the same amounts and to the same degree imposed upon all customers of the District. Pursuant to Idaho law, these individuals are not qualified electors for the purpose of voting on District matters because they do not reside within the District's boundaries. Furthermore, the Board is not authorized to impose any taxes upon the real properties owned by these individuals because their real properties are not located within the District's boundaries.

SECTION 3 - AUTHORITY AND SCOPE OF RULEMAKING

3.1 Authority for Rulemaking. The Board is authorized to establish and adopt Rules and Regulations, and to amend or repeal the same, pursuant to the General Power of the Board set forth in Idaho Code Section 42-3212 of the Idaho Water and Sewer Districts Act.

3.2 Scope of Rulemaking. In making application for Services from the District, every Applicant agrees to be bound to these Rules and Regulations, which shall govern the provision of Services by the District. These Rules and Regulations shall be incorporated by reference in all contracts between the District and any Person receiving Services from the District.

3.3 Compliance with the Law. These Rules and Regulations are intended to comply with the Idaho constitution, statutes, and regulations. If any provision herein is held by a court of law to be unconstitutional or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

3.4 Adoption, Amendment, and Repeal of Rules and Regulations. The Board shall hold a public hearing prior to the adoption, amendment, or repeal of any Rule or Regulation. Notice of the public hearing and the proposed changes to the Rule or Regulation shall be posted in a prominent place at the principal office of the public agency or, if no such office exists, at the building where the meeting is to be held and on the District's website and social media platform, if any, at least ten (10) days prior to the public hearing.

3.5 Amendment of Fee Schedule. The Board shall hold a public hearing prior to the amendment of any Rule or Regulations regarding the Water Rate and Fee Schedule. Notice of the public hearing at which the Fee Schedule shall be addressed and the proposed changes to the Fee Schedule shall be posted at in a prominent place at the principal office of the public agency or, if no such office exists, at the building where the meeting is to be held and on the District's website and social media platform, if any, at least ten (10) days prior to the public hearing, and published in the local newspaper on a day at least five (5) days prior to the public hearing.

3.6 Effective Date of Rules and Regulations. If the adoption, amendment, or repeal of a Rule, Regulation, or Fee Schedule is approved by the Board at a public hearing, the Board shall determine an effective date upon which the Rule, Regulation, or Fee Schedule shall be effective. Notice of adopted, amended, and repealed Rules, Regulations, and Fee Schedules shall be included in Customer billing correspondence and posted on the District's website and social media platform, if any.

3.7 Rescission of Prior Rules and Regulations. Any and all prior Rules and Regulations of the District are hereby rescinded.

SECTION 4 - CODES, STANDARDS AND SPECIFICATIONS

4.1 Policy Statement. The Rules and Regulations contained herein are intended to regulate the development, construction, and use of the District Water System, to enable the District to monitor and maintain Water quality and protect its Water supply and its transmission system, and to maximize the ability of the District to provide an adequate Water supply for essential services in time of drought, natural disasters, and other emergencies.

4.2 Adopted Codes, Standards, and Specifications. The following codes, standards, and specifications are hereby adopted by the District as though fully set forth herein:

- (a) Idaho Code Sections 42-3201 through 42-3238;
- (b) Idaho Rules for Public Drinking Water Systems IDAPA 58.01.08;
- (c) The Idaho State Plumbing Code published by the International Association of Plumbing and Mechanical Officials (IAPMO);
- (d) United States Department of Agriculture codes, including without limitation Code 516 governing Livestock Pipeline and appurtenances installed to convey water for livestock or wildlife;
- (e) All building and plumbing codes adopted by the State of Idaho and Franklin County;
- (f) Franklin County Idaho Building and Development Codes and Ordinances;
- (g) Fairview Water District Operations & Maintenance Manual, developed by Project Engineering Consultants, Ltd. October 2016; and
- (h) The Bylaws of the Fairview Water District and any amendments thereto.

In the event of conflicting provisions among the above, the Board shall have the authority to determine which regulation shall be applied. If a situation is not specifically covered by any of the codes, standards, and specifications adopted herein, the Board may establish the standard for construction and to establish any additional reasonable regulations to protect the District Water System.

SECTION 5 – NEW SERVICE CONNECTIONS

5.1 Service Connection Permit. A valid District issued Service Connection Permit is required for the construction of a new Service Connection to the District Water System.

5.2 Application. The submission of a complete Service Connection Application is required for the issuance of a Service Connection Permit.

5.3 Application Procedure. All Service Connection Applications shall be made in writing on a form provided by the District for that purpose. The application form is set forth in **Appendix D**. The application form must be signed by the Owner of the premises to be served. By signing the Service Connection Application, the Owner thereby agrees to be bound by and conform to the Rules and Regulations of the District. Each Service Connection Application shall be limited to a single Service Connection. A Service Connection Application will not be accepted or considered if the Owner signing the application is not free from indebtedness to the District.

5.4 Contents of Application. The Service Connection Application form shall at a minimum require the applicant to provide the following information: (a) the name and mailing address of the Owner; (b) the name and address of the applicant if different than the Owner; (c) the legal description of the property to

be served; (d) the specific use for which the water from the proposed Service Connection will be used; (e) a good faith estimate of the quantity and flow of Water to be used on a monthly or yearly basis from the proposed Service Connection; (f) the location and construction design of the proposed Service Connection; (g) proof acceptable to the Board that the applicant is the owner of the real property to be served by the proposed Service Connection; and (h) any additional information deemed necessary by the Board.

5.5 Application Fee. At the time of submitting the completed and signed Service Connection Application, the applicant shall pay to the District the amount of any application Fee required by the Board. The Service Connection Application shall not be processed or considered until the application Fee is paid in full.

5.6 Incomplete Applications. The District will not accept or consider an incomplete or unsigned Service Connection Application.

5.7 Prohibition of Simultaneous Applications. Upon submission of a Service Connection Application, the Owner may not submit another Service Connection Application until after (a) the original Service Connection Application has been formally denied; or (b) the initial Service Connection Application has been approved, the approved Service Connection has been constructed and connected to the District Water System, and Water Service has been provided.

5.8 Moratorium. If the Board determines, in its sole discretion, that the District Water System will not support additional Service Connections without acquiring additional Water sources or improvements or alterations to the District Water System, the Board may declare an application moratorium and suspend its acceptance of any Service Connection Applications. In that event, no Service Connection Applications will be accepted by the District until the application moratorium is lifted by the Board.

5.9 Consideration of Application. The Board with the assistance of the District Engineer shall consider each Service Connection Application in the order received. Service Connection Applications will be considered at times and dates determined by the Board in its sole discretion. In considering a Service Connection Application, the Board with the assistance of the District Engineer shall consider (a) the condition of the District Water System in the area of the requested Service Connection, (b) the expected flow and pressure where the Service Connection is requested, (c) the effect of the requested Service Connection on other Water users on the District Water System, (d) health and safety considerations, and (e) any other consideration deemed relevant by the Board.

5.10 Hearing on Applications. Service Connection Applications will be considered by the Board in a regular or special meeting. Applicants are encouraged to attend this meeting to answer questions and to present any desired testimony or evidence in support of their application.

5.11 Approval Conditions. The Board may in its sole discretion impose any conditions that it deems necessary and appropriate for approval of a Service Connection Application.

5.12 Application Approval. Upon approval of a Service Connection Application, an Applicant must pay any required fees and charges within thirty (30) days of the Applicant's receipt of notice of the approval. If the fees and charges are not paid within that period, approval of the Service Connection Application will automatically be revoked, and the Service Connection Application will be deemed denied.

5.13 Application Denial. Upon denial of a Service Connection Application by the Board, written notice of the denial setting forth the reasons for the denial will be provided to the Applicant.

5.14 Issuance of Permit. Upon approval of a Service Connection Application and payment of any required fees and charges, the District shall issue a Service Connection Permit for the approved Service Connection,

which may include any requirement deemed necessary and appropriate by the Board. The Service Connection Permit shall be valid for six (6) months from the date of issuance. The holder of a Service Connection Permit may, prior to the expiration of the permit, request an extension of up to an additional six (6) months. Said request for extension must be submitted in writing to the District Secretary prior to the expiration of the permit.

5.15 Expiration of Permit prior to Completion of Construction. If the Service Connection is not fully constructed and placed into use for the specific use identified in the Service Connection Permit prior to the expiration of the Service Connection, the Service Connection Permit shall immediately and automatically be null and void and all construction of the Service Connection must immediately cease until a new Service Connection Application is filed, all associated fees and charges are paid, and a new Service Connection Permit is issued.

5.16 Cost of Service Connection. The Owner to whom a Services Connection Permit is issued shall bear all costs and expenses required to construct and install the Service Connection. The applicant shall reimburse and indemnify the District for all such costs and expenses incurred by the District.

5.17 Commencement of Construction without Permit. If construction of a Service Connection is commenced prior to the issuance of a Service Connection Permit, a notice of violation will be issued to the Owner, and construction of the Service Connection must immediately cease until such time as a Service Connection Permit is issued. The Owner shall be fined \$1,000.00 for having taken these actions without a Service Connection Permit. The Owner shall be liable to the District for any damage or injury incurred by the District as the result of any such action.

SECTION 6 – ALTERATIONS OF EXISTING SERVICE CONNETIONS

6.1 Service Alteration Permit. A valid District issued Service Alteration Permit is required prior to the removal, alteration, replacement, or relocation of any Service Connection, Service Line, or any other water facility or appurtenance connected to, or part of, the District Water System.

6.2 Application. The submission of a complete Service Alteration Application is required for the issuance of a Service Alteration Permit.

6.3 Application Procedure. All Service Alteration Applications shall be made in writing on a form provided by the District for that purpose. The application form is set forth in **Appendix E**. The application form must be signed by the Owner of the premises served. By signing the Service Alteration Application, the Owner thereby agrees to be bound by and conform to the Rules and Regulations of the District. Each Service Alteration Application shall be limited to a single Service Connection. A Service Alteration Application will not be accepted or considered if the Owner signing the application is not free from indebtedness to the District.

6.4 Contents of Application. The Service Alteration Application form shall at a minimum require the applicant to provide the following information: (a) the name and mailing address of the Owner; (b) the name and address of the applicant if different than the Owner; (c) the legal description of the property where the alteration is requested; (d) the purpose of the alteration; (d) the location and construction design of the proposed alteration; (g) proof acceptable to the Board that the applicant is the owner of the real property to be served by the proposed alteration; and (h) any additional information deemed necessary by the Board.

6.5 Application Fee. At the time of submitting the completed and signed Service Alteration Application, the applicant shall pay to the District the amount of the application Fee required by the Board. The Service Alteration Application shall not be processed or considered until the application Fee is paid in full.

6.6 Incomplete Applications. The District will not accept or consider an incomplete or unsigned Service Alteration Application.

6.7 Consideration of Application. The Board with the assistance of the District Engineer shall consider each Service Alteration Application in the order received. Service Alteration Applications will be considered at times and dates determined by the Board in its sole discretion. In considering a Service Alteration Application, the Board with the assistance of the District Engineer shall consider (a) the condition of the District Water System in the area of the requested alteration, (b) the expected flow and pressure where the alteration is requested, (c) the effect of the requested alteration on other Water users on the District Water System, (d) health and safety considerations, and (e) any other consideration deemed relevant by the Board.

6.8 Hearing on Applications. Service Alteration Applications will be considered by the Board in a regular or special meeting. Applicants are encouraged to attend this meeting to answer questions and to present any desired testimony or evidence in support of their application.

6.9 Approval Conditions. The Board may in its sole discretion impose any conditions that it deems necessary and appropriate for approval of a Service Alteration Application.

6.10 Application Denial. Upon denial of a Service Alteration Application by the Board, written notice of the denial setting forth the reasons for the denial will be provided to the Applicant.

6.11 Issuance of Permit. Upon approval of the Service Alteration Application and payment of any required fees and charges, the District shall issue a Service Alteration Permit for the approved changes, which may include any requirement deemed necessary and appropriate by the Board. The Service Alteration Permit shall be valid for six (6) months from the date of issuance. The holder of a Service Alteration Permit may, prior to the expiration of the Permit, request an extension of up to an additional six (6) months. Said request for extension must be submitted in writing to the District Secretary prior to the expiration of the Service Alteration Permit.

6.12 Expiration of Permit prior to Completion of Alteration. If the alterations to Service Connection requested in the Service Alteration Application and approved by the Board are not fully completed and placed into use prior to the expiration of the Service Alteration Permit, said Service Alteration Permit shall immediately and automatically be null and void. If the alteration to the Service Connection remains desired following the expiration of a Service Alteration Permit, a new Service Alteration Application must again be submitted, and any associated fees and fines must again be paid.

6.13 Cost of Alteration. All costs and expenses to remove, alter, replace, relocate, or otherwise change in any way the District's Water System, the Service Connection, Service Lines, or any other Water facility or appurtenance connected to, or part of, the District Water System required by the changes approved in the Service Alteration Permit shall be borne and paid exclusively by the Applicant. The Applicant shall reimburse and indemnify the District for any and all such costs and expenses incurred by the District.

6.14 Commencement of Alteration without Permit. If the removal, alteration, replacement, or relocation of any Service Connection, Service Line, or any other water facility or appurtenance connected to, or part of, the District Water System is commenced prior to the issuance of a Service Alteration Permit, a notice of violation will be issued to the Owner, and the Owner must immediately cease all such actions until such time as a Service Alteration Permit is issued. The Owner shall be fined \$1,000.00 for having taken these actions without a Service Alteration Permit. The Owner shall be liable to the District for any damage or injury incurred by the District as the result of any such action.

SECTION 7 – PROVISION OF WATER SERVICE

7.1 Water Service and Inspection. Prior to the provision of Water Service, the District shall inspect all completed Service Connections and alterations thereto. If the District determines that there are deficiencies in the completed Service Connections or alterations thereto, such deficiencies shall be corrected at the Owner's expense to the satisfaction of the District prior to the provision of Water Service.

7.2 Inspection Fee. Any and all Inspection Fees associated with the inspection of completed Service Connections and alterations thereto shall be paid in full prior to the provision of Water Service.

7.3 Water Service Agreement. Before Water Service is provided, the Owner shall complete and sign a Water Service Agreement with the District. The Water Service Agreement is attached as **Appendix F**. The District will enter into a Water Service Agreement with the Owner only after final inspection and approval of the Service Connection and any alterations thereto and payment in full of the Inspection Fee.

SECTION 8 – SERVICE CONNECTIONS GENERALLY

8.1 Service Connections. Each Service Connection shall be made independently by a separate Service Line from the District Water System.

8.2 Service Line Installation. All Service Lines upstream of the Point of Connection shall be installed and maintained by the District and shall remain the property of the District. The District will not pay, and will not be required to pay, any rent or any other charge or payment for the right to install, maintain, replace, or remove any Service Line, meter, or other Water facilities. All Service Lines, meters, and any portion of the Water System may be repaired, replaced, or removed by the District at any time without the consent of the Customer, Customer of Record, or Owner. All Customers, Customers of Record, and Owners must keep all dogs or other animals secured or confined to avoid interference with the installation, maintenance, replacement, operation, and removal of Service Lines, meters, and other Water facilities.

8.3 Service Line Installation Fee. Before a Service Line is installed, the District will provide a costs list for the installation of the Service Line (the "Service Line Installation Fee"), which may include the cost for materials, labor, equipment, plus a fifteen percent (15%) overhead charge, and a system use fee. Service Lines will not be installed until the Service Line Installation Fee is paid in full.

8.4 Size, Location, and Installation. The District reserves the right to determine the type and size of the Water meter, Service Line, and Service Connection and to determine the location of the meter, Service Line, and Service Connection in relation to the boundaries of the property to be served.

8.5 Water Meters. Except for the extinguishments of fire, no person other than an authorized District employee or representative shall use water from the District Water System or permit water to be drawn therefrom unless the water passes through a meter supplied or approved by the District. No person not authorized by the District shall connect, disconnect, take apart, or in any manner change or interfere with any such meter or its use.

8.6 Water Meter Installation. All Water meters shall be provided and installed by the District and shall remain the property of the District at all times and shall be maintained, repaired, replaced, and read by District employees and representatives. Before a Water meter is installed, the Applicant shall pay any fee fixed by the Board for the installation of the Water meter.

8.7 Customer Line Installation. All Customer Lines downstream of the Point of Connection, including but not limited to all plumbing, piping, fittings, fixtures, and Water facilities and other appurtenances carrying or intended to carry Water downstream of the Point of Connection shall be installed by and at the expense of the Owner subject to supervision, inspection and approval of the District and shall comply

with the Idaho State Plumbing Code. Any noncompliance therewith may result in the termination of Water Service.

8.8 Easements, Right-of-Way, and Permission. Each Owner grants to the District an easement, a right-of way, and permission, to enter on and across each Owner's respective real property for the installation, maintenance, operation, replacement and removal of Service Connections, Service Lines, Water meters and any other portion of the District Water System located on the Owner's real property. The District in its discretion may require a written easement from the Owner prior to the installation of a Service Connection, Service Line, or Water meter, which shall be prepared at Owners expense and shall be received by the District no less than sixty (60) days prior to installation of the Service Connection, Service Line, or Water meter to allow sufficient time for District consideration and approval of the easement.

8.9 Pressure Restricting Devices. All Water Service will be through pressure restricting devices. No Water Service will be provided for any use which allows unrestricted flow of Water from any hose or pipe.

SECTION 9 - METER ACCURACY

9.1 Meter Accuracy. All meters will be tested prior to installation. No meter will be placed in service or allowed to remain in service which is known to have an error in registration in excess of two percent (2.0%) under standard test conditions.

9.2 Meter Testing. Meter tests will be conducted in accordance with standards of practice established by the American Water Works Association.

9.3 Meter Testing upon Customer Request. A Customer may request in writing that the Water District test the meter servicing his property. The Water District will require the Customer to deposit the Testing Fee, which shall be an estimate of the cost of testing the meter. The Testing Fee will be returned to the Customer if the test reveals that the meter over registers by more than two percent (2.0%) under standard test conditions. However, if the meter tests within 2 percent accuracy or under registers, the Testing Fee shall be retained by the Water District. Customers may at their option witness any meter tests which they request.

9.4 Meter Testing upon Water District Request. The Water District may at its option test any meter at any time. The Customer will not be charged for meter testing initiated by the Water District.

9.5 Adjustments of Bill for Meter Testing Results. No credits or debits will be borne by the Water District or the Customer should the test of the meter show variance from the accuracy defined above.

SECTION 10 – CONDITIONS OF WATER SERVICE

10.1 Access to Premises. Authorized employees and representatives of the District, during reasonable or necessary hours, and at any frequency per the business needs of the District, shall have free access to any property supplied with Water by the District, for the purpose of reading meters, repairs, maintenance, inspections, examinations, and tests of the Customer Lines, Service Lines, Service Connections, and District Water System upon said property, and ensuring compliance with these Rules and Regulations. If any authorized employee or representative of the District is refused admittance to any property or is otherwise hindered or prevented in the employee's or representative's duties, the District may terminate Water Service to said property after giving twenty-four (24) hour notice to the Owner or Customer of said property of the District's intention to do so. Notwithstanding the foregoing, the District does not assume any duty or responsibility of inspecting the Customer Line downstream of the Point of Connection and shall not be responsible therefore.

10.2 Operation by District Employees and Representatives. All of the District Water System, including but not limited to all Service Lines, Water meters, pipelines, reservoirs, fire hydrants, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property shall be under the management and control of the District. No Persons other than authorized employees and representatives of the District shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the foregoing or any of the District's property without the written consent of the District. In the event that an unauthorized Person does so without written consent from the District, the District reserves the right to prosecute such unauthorized Person to the fullest extent of the law.

10.3 Water Usage and Redistribution. Use of Water for purposes or upon property not expressly identified in the Service Connection Permit, the Service Alteration Permit, or the Water Service Agreement shall be prohibited and considered a Violation. No Water received from the District Water System shall be resold or redistributed to any other property, premise, or Person for any reason, except as approved in writing by the District. The joining of several Customers to take advantage of a single Base Charge shall be prohibited, except by written agreement of the Board.

10.4 Connection to Other Water System Prohibited. There shall be no physical connection between the District Water System and any other municipal or private domestic Water distribution system, pipes, pumps, hydrants, private well or tanks. All such connections are strictly prohibited.

10.5 Water Waste. No Person shall waste Water or allow it to be wasted by any means, including but not limited to imperfect or leaking stops, valves, pipes, faucets, or other fixtures. If such waste of Water continues after notice from the District, the District may terminate Water Service until the waste of Water has ceased by repair or otherwise. Exceptions may be granted by the Board for freeze prevention.

10.6 Water Usage Detrimental to Others. The District may refuse to furnish Water and may terminate service to any property where excessive Water demands thereon will result in inadequate Water service to others connected to the District Water System, which determination shall be made in the sole discretion of the Board.

10.7 Fraud or Abuse. The District will refuse and terminate service to any property without notice where it is deemed necessary to protect the District from fraud or abuse.

10.8 Existing Service Connections. Existing Service Connections shall be brought into compliance with these Rules and Regulations when the Owner, Customer, or Customer of Record is so notified of a Violation or noncompliance by the District. The notification will include a compliance date. Failure to comply by the compliance date may result in appropriate action by the District, up to and including termination of Water Service.

10.9 Interruption of Service. The District reserves the right at any and all times to shut off and interrupt Water Service for a Water Emergency and other operational or maintenance purposes. The District will make reasonable efforts to minimize negative impacts and provide appropriate notice to Customers when Water Service is shut off or interrupted; however, the District shall not be liable for damages or injury of any sort arising as a result of such shutdowns or interruptions in Water Service.

10.10 Limit of District Responsibility and Liability. The District is not responsible for the maintenance or operation of the Customer Line or facilities downstream of the Point of Connection. The District has no responsibility or liability if damage or injury is the result of the Owner, Customer, or Customer of Record violating these Rules and Regulations. The District is not liable for damages to private property or for personal injury or for any damages of any sort resulting from interruptions in or termination of Water Service or variations in Water quality, quantity, pressure, or flow.

10.11 Customer Liability. Except to shut off Water to prevent imminent damage, no Person other than an authorized District employee or representative shall, at any time or in any manner, operate or cause to be operated, any valve in or connected with a Mainline, Service Connection, or fire hydrant, or tamper or otherwise interfere with any Water meter, check valve or other part or appurtenance of the District Water System, except the Customer Control Valve. In the event a Person, for any reason, digs out or uncovers any portion of the District Water System, or causes or suffers any such act to be done, such Person will be held liable to the District for any injury or damage resulting therefrom. In addition, the Owner, Customer, and Customer of Record will be held liable to the District for any costs incurred for repairing, replacing, or adjusting any Water meter or other appurtenances which have been damaged or tampered with due to intentional, reckless, or negligent conduct of the Owner, Customer, Customer of Record, or any tenant, agent, employee, contractor, licensee, or permittee thereof.

10.12 Non-Transferability of Applications and Permits. The applications and permits authorized by these Rules and Regulations shall not be transferred or assigned to another Person. Any attempt to transfer or assign any application or permit authorized by these Rules and Regulations shall be null and void and disregarded by the District.

10.13 Transferability of Service Connections. Service Connections may not be transferred or assigned to another Person, except as appurtenances to the real property served by the Service Connection subject to the Rules and Regulations of the District.

SECTION 11 – VIOLATIONS AND ENFORCEMENT

11.1 Notice and Corrective Action. Any Person, including but not limited to any Owner, Customer, Customer of Record found to be violating any provision of these Rules and Regulations or any term or condition of a Water Service Agreement or any other agreement with the District or applicable State or local statute, ordinance, rule, or regulation shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease and cure all such violations. Failure to conform or comply with such notice within the stated time period may subject the noticed offender to all rights and remedies available at law or in equity to the District. These provisions of this Section are in addition to, and not by way of derogation or limitation of, any other remedies or procedures available to the District by law or otherwise.

11.2 Discontinuance of Water Service for Violation. The District shall have the right to discontinue and terminate Water Service to any Person, Owner, Customer, or Customer of Record, who after receiving notice of a violation referenced in the preceding paragraph, fails to cease and cure the violation within the period of time stated in the notice. The District shall have the right to discontinue and terminate Water Service without notice to any Person, Owner, Customer, or Customer of Record where the noncompliance or violation results, or is likely to result, in a dangerous or unsanitary condition or a health, pollution or system hazard or when discontinuance of Water Service is necessary to protect the District from fraud, loss, or abuse.

11.3 Violation Fine. By definition, non-compliance and violation of any provision of these Rules and Regulations or any term or condition of a Water Service Agreement or any other agreement with the District or applicable State or local statute, ordinance, rule, or regulation, whether intentionally, recklessly, or negligently, shall constitute a Violation. The District may assess a fine to the Owner, Customer, and Customer of Record, as set forth in the Water Rate and Fee Schedule, for each Violation and for each incidence involving the improper taking or using of Water. Each day that a Violation continues, or each day such improper taking of Water continues, shall be treated as a separate Violation.

No further Water Service shall be provided to the property of such Person, Owner, Customer, or Customer of Record by the District until such fine has been paid in full or otherwise satisfied.

SECTION 12 – BILLING AND PAYMENTS

12.1 Responsibility for Account. The Owner of the real property to which the District provides Water Service shall be responsible for all Water Service-related Fees, Charges, and costs, and shall establish Water Service in their name to become the Customer of Record. The Owner may request in writing that a tenant or other responsible party become the Customer of Record at which time the Customer of Record will be responsible for all Water Service-related Fees, Charges, and costs until the account is closed, or a new Customer of Record is named to the account. The Customer of Record is responsible for services and Water used up to and including the day the account is closed. The Customer of Record is responsible for ensuring the completeness and accuracy of all personal, financial and contact information provided to the District. The District has the right to rely upon all personal, financial and contact information provided to the District by the Customer of Record.

12.2 New Accounts and Service Establishment. Customers requesting Water Service, and to become a Customer of Record, shall contact the District Secretary during business hours to establish an account prior to Water Service being turned on. Subject to the terms set out in these Rules and Regulations, Water Service will be provided upon request where there is an existing Service Line and meter and where the Owner has provided written consent to the District. If the District determines that Water may run uncontrolled at a property and no Person is present at the property, then Water Service will not be turned on. A Customer of Record shall provide the following information in order to establish service: (a) Full Legal Name, (b) Date of Birth, if applicable, (c) Social Security Number or U.S. Federal Tax Identification Number, if applicable, (d) State or U.S. Federal Issued Identification Number (e.g., Driver's License), if applicable, (e) U.S. Mailing Address, (f) Additionally, Named Person(s) or Contact Person(s), (g) Phone Number(s), and (h) E-mail Address.

12.3 Closing of Account. A Customer of Record requesting to turn off Water Service and close an account shall contact the District Secretary during business hours. The Customer of Record will be responsible for payment for all Water registering on the meter up to and including the day the final meter reading is obtained. The Water Service shall be turned off and the meter will be locked at the time of the final meter reading, unless a new Customer of Record has notified the District that they will be responsible for service to that property and meter. A closing bill will be prepared, which reflects the Charges for all Water registering on the meter at the time of final reading, any previous balances owed (including prior bills, Fees and Charges) and the Basic Charge, which shall be prorated based on the number of days in service. Closed accounts may have credits due to overpayments, Deposits, or other reasons. Credits may be refunded to the Customer of Record.

12.4 Billing of Water Service. Bills cover a specific period of Water Service which is stated on the Water bill. Billing frequency will be on regular intervals as determined by the District. Bills for Water Service will be based on a Basic Charge and a Usage Charge, which will be fixed and altered from time to time by the Board. All bills are due and payable not later than the Due Date stated on the Bill. Bills will be sent only to the Customer of Record.

12.5 Meter Readings. Meters will be read, and Customers of Record billed, on the basis of the meter reading to the nearest 1000 gallons. The District will keep a record of all meter readings, and such record shall be offered at all times, places, and courts as prima facie evidence of the use of Water service by the Customer. In the event the meter was not working or registering properly, the bill will be computed as an estimate of consumption based either upon the Customer's prior Water use during the same season of

the year, or upon a reasonable comparison with the use of other Customers receiving the same class of service during the same season and under similar circumstances and conditions.

12.6 Separate Billing. All meters shall be billed separately, unless the District in its discretion determines otherwise.

12.7 Billing Disputes. Any dispute by an Owner, Customer, or Customer of Record of the amount owed, as shown on a bill, must be raised within thirty (30) days of the Bill Date, otherwise the bill will be considered correct and payable. When an Owner, Customer, or Customer of Record disputes the correctness of a bill, the Owner, Customer, or Customer of Record shall deposit the full amount of the disputed bill at the time of the dispute with the District pending final settlement of the bill. In the case of a Water usage dispute, the District will re-read the meter and determine if the usage and bill are correct. If the usage is correct, the bill shall be due and payable as presented. If the usage is incorrect, the bill will be reissued with the correct usage, and the billing and payment process will start over for that portion of the bill.

12.8 Payments. The Customer of Record is responsible for complete and timely payment of all District bills. Non-receipt of a bill does not release the Customer of Record from payment obligation. All payments must be paid to the District Office. Payments received without sufficient information to properly credit an account may be returned without being processed. Accounts for which no payment is made or processed may be subject to Fees and Charges including but not limited to Delinquent Fees. Upon receipt, payments to an account shall be credited in the following order, or priority, as shall be applicable: (a) to pay outstanding Charges, Fees, and applicable Delinquent Fees, in order of oldest to newest; then, (b) to pay current Charges and Fees, and then (c) to replenish or provide any required Deposit amounts. Any funds held as a Deposit for an account shall be applied to pay applicable bills, Charges, or other fees due and owing on such account, at the time a delinquency would otherwise occur.

12.9 Payments Returned by Bank. Should any payment be returned by the District's or Customer's bank for any reason, the Customer of Record Owner will be notified, and a Returned Item Fee will be charged against the account(s) to which the payment had been credited. The Returned Item Fee will be assessed in accordance with the Water Rate and Fee Schedule.

12.10 Payment Extensions. A Customer of Record may request a payment extension in writing filed with the District Secretary prior to the due date on any bill or invoice. A payment extension is a payment arrangement in which the due date for the entire unpaid balance is delayed, to avoid delinquent Charges or service termination. Agreement to a payment extension is within the sole discretion of the District. The Customer of Record must adhere to the terms of the payment extension in order to avoid Delinquent Fees or service termination. Payment extensions may not extend beyond 30 calendar days; otherwise, a Payment Plan shall be arranged.

12.11 Payment Plans. A Customer of Record may request a payment plan in writing filed with the District Secretary prior to the due date on any bill or invoice or prior to any payment extension thereof, whichever is later. A payment plan is a payment arrangement in which the entire unpaid balance is spread out over multiple payments over a defined period of time. Agreement to a payment plan is within the sole discretion of the District. The Customer of Record must adhere to the terms of the payment plan in order to avoid Delinquent Fees or service termination.

12.12 Owner Remains Liable for all Fees. Notwithstanding any other provision of these Rules and Regulations, the Owner always remains jointly and severally responsible for any Fees, Charges, and costs not paid by a Customer of Record.

SECTION 13 – DELINQUENCY

13.1 Delinquency. Unpaid bills are considered delinquent if, by the Due Date shown on the bill, payment is not received, or other arrangements permitted by these Rules and Regulations have not been made with the District.

13.2 Delinquent Bill and Notice of Impending Service Termination. In the event of a delinquency, a Delinquent Bill Fee will be assessed to the account, and a Delinquent Bill notifying the Customer of Record of impending termination of Water Service will be sent to the Customer of Record. Delinquent Fees are due and payable immediately with the outstanding balance of the Delinquent Bill.

13.3 Final Notice Bill and Notice of Service Termination. If payment in full is not received by the District by the Due Date of the Delinquent Bill, a Final Notice Bill Fee will be assessed to the account and a Final Notice Bill will be sent to the Customer of Record and Owner. Final Notice Fees are due and payable immediately with the outstanding balance of the bill. The Final Notice Bill is the District's final written attempt to collect a past due balance before Water Service is terminated. If payment in full is not received by the District by the Due Date of the Final Notice Bill, Water Service will be terminated without further notice.

13.4 Termination of Water Service. The District strives to provide excellent customer service, and as such provides many opportunities and assistance to avoid Water Service termination. However, after all past attempts have failed to resolve an unpaid balance, and consistent with these Rules and Regulations, the Water Service shall be terminated. A Service Termination Fee will be assessed. When Water Service is terminated the meter will be locked in the off position and a tag will be attached to the meter notifying the Customer that tampering with the meter is prohibited. The water meter may also be removed. Tampering with the lock or meter, unauthorized service restoration, or in any other manner, interfering or tampering with the District's property, is prohibited per these Rules and Regulations and Idaho law. Penalties for such interference will be charged in accordance with these Rules and Regulations. Criminal penalties, as set out in Idaho Law, may also apply. If payment is not received within ten (10) days of the termination of service, the account will be closed.

13.5 Restoration of Water Service. All amounts owed, including all bills, Fees, Charges, and Deposits, must be paid or otherwise satisfied before Water Service will be restored. If the Water meter has been removed, all Fees must be paid before a Water meter is re-installed. A Service Restoration Fee will be assessed.

13.6 Collection of Delinquent Bills. Under Idaho law, delinquent bills and the amount owing thereunder to the District constitute a lien upon the real properties which received Water Service under the respective delinquent bills. In accordance with Idaho Code Section 42-3212(l), the District will certify all delinquent bills where Water Service has been terminated for failure to timely pay the Final Notice Bill to the Franklin County Tax Collector who shall place the delinquent bills on the tax roll and collected in the same manner and subject to the same penalties as other taxes. The District may take any other and additional action to collect unpaid delinquent bills permitted by these Rules and Regulations, the Water Service Agreement, and applicable federal, state, and local law. The District may report unpaid balances to credit bureaus. The District shall be entitled to collect all costs of collection of any delinquent bill.

13.7 Deposits. Deposits in an amount determined in the sole discretion of Board may be required on accounts when any of the following situations occur:

- (a) The Customer of Record's account contains insufficient identification information;
- (b) An account receives two Final Notice Bills within a 24-month period;

- (c) Water Service is terminated for non-payment;
- (d) A Customer of Record files for bankruptcy or a related Order for Relief;
- (e) Two payment items are returned by the Customer's or District's bank within the last 12 months;
- (f) Tampering or damage to District property or appurtenances including, but not limited to, the Water Meter;
- (g) Water Service was off and locked without a current Customer of Record, and the District has determined that the Water Service has been turned on without the express permission of the District and Water has passed through the meter.

Deposits will be required on an account until otherwise determined by the Board. Deposits do not excuse future late payments or prevent future Delinquent Fees from being assessed. Deposits will be refunded as a credit on the account. If the account is being closed, the Deposit will be used to satisfy the balance on the account before any refund is issued. The District may make a payment arrangement with the Customer of Record if the Deposit creates an immediate financial hardship. Any interest accrued on a Deposit will not be refunded to the Customer of Record.

SECTION 14 – CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM

14.1 Purpose. This Cross Connection Control and Backflow Prevention Program is (a) to protect the public potable Water supply of the District's Water system from the possibility of contamination or pollution by isolating at the source such contaminants or pollutants which could Backflow into the District's public Water system, and (b) to promote the elimination or control of existing Cross Connections, actual or potential. State law requires community Water system providers, such as the District, to implement and enforce a cross connection control program to prevent toxic or hazardous materials from entering the system. In order to comply with this State law, the District has approved and enacted the following Cross Connection Control and Backflow Prevention Program.

14.2 Requirements. No Service Connection or Water Service shall be permitted or maintained by the District unless the following conditions have been met:

- (a) The Customer has been made aware of the District's Cross Connection Control and Backflow Prevention Program and understands the Customer's responsibility thereunder;
- (b) The District has completed a Cross Connection control survey of the Customer's home or facility;
- (c) The District Water System and Water supply is protected by the installation of Backflow Prevention Assembly as determined necessary and approved by the District;
- (d) The Backflow Prevention Assembly is inspected and tested by a tester licensed by the Idaho Bureau of Occupational Licenses (IBOL), with satisfactory results, upon installation and at least once per year thereafter;
- (e) Water Service shall be discontinued for any Customer where a Backflow Prevention Assembly required by the District has not been installed.

14.3 Customer Responsibilities. The Customer shall be responsible for the elimination and prevention of all Cross Connections on the Customer's premises. In furtherance of this responsibility, the Customer shall have the following additional responsibilities which shall be satisfied by Customer at Customer's sole expense:

(a) Upon receipt of written notification from the District, the Customer shall install any Backflow Prevention Assembly required by the District. Appropriate and adequate Backflow Prevention Assembly types for various facilities, fixtures, equipment, and uses of Water should be selected from the AWWA Pacific Northwest Section Cross Connection Control Manual, the Uniform Plumbing Code, the AWWA Recommended Practice for Backflow Prevention and Cross Connection Control (M14), the USC Foundation Manual of Cross Connection Control, or other sources deemed acceptable by the Idaho Department of Environmental Quality. The Backflow Prevention Assembly must meet the requirements of Section 543 of Idaho Rules for Public Drinking Water Systems founding within IDAPA 58.01.08 and must comply with local ordinances.

(b) The Customer shall install a Backflow Prevention Assembly that is approved by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.

(c) The Customer shall have installed the Backflow Prevention Assembly in a manner approved by the District.

(d) The Customer shall have the Backflow Prevention Assembly inspected and tested by a tester licensed by the IBOL upon installation and at least once per year thereafter.

(e) The Customer shall correct any malfunction of the Backflow Prevention Assembly.

(f) The Customer shall repair, replace, or isolate any defective Backflow Prevention Assembly and any Backflow Prevention Assembly that fails an inspection or testing within ten (10) business days.

(g) The Customer shall not install any bypass around any Backflow Prevention Assembly.

(h) The Customer shall be responsible for the cost of any necessary Backflow Prevention Assembly required for their property or premises, for the cost of initial and annual Backflow Prevention Assembly testing, and for the cost of any maintenance, repair, replacement, or isolation of the Backflow Prevention Assembly.

(i) The Customer shall contact the District if there are any noticeable changes in the Water quality, such as taste, odor, or color.

14.4 Right of Inspection. All premises served by the District Water System are subject to inspection by the District by authorized representatives of the District for the purpose of determining whether unprotected Cross Connections or other structural or sanitary hazards, including violations of these regulations, exist. Upon discovery of any such hazard, the District shall send a written notice to the Customer demanding that the hazard be remedied through the installation, repair, replacement, or isolation of a Backflow Prevention Assembly within ten (10) business days. However, if the hazard poses a substantial risk to public health, the District shall, at the Customer's expense, immediately eliminate the Cross Connection by providing for a physical break in the service line until Backflow Protection Assembly has been installed and satisfactorily tested.

14.5 Testing and Maintenance Requirement. It shall be the duty of the Customer to have certified field tests made upon required a Backflow Prevention Assembly upon installation and at least once per year thereafter. A non-testable Backflow Prevention Assembly that cannot be field tested with test gauges shall be inspected and assessed or verified by a plumber or the District, at the Customer's expense. In instances where the District deems the hazard to be great enough, inspections or certified field tests at more frequent intervals may be required by the District. A Backflow Prevention Assembly shall be repaired, replaced, or isolated whenever said assembly is found to be defective.

A field test report shall be created for all inspections or tests of Backflow Prevention Assemblies. The District shall be provided a record of such inspections and testing. Such reports shall include the Customer's name and street address; type of assembly and location of the assembly on the Customer's property; manufacturer, model and serial number of the assembly, tester's gauge manufacturer, test gauge serial number and date the gauge was last calibrated; detailed results of the test and clear indication of whether the assembly passed or failed; name and certification number of the tester and the date and time of the test. The District may also require that the tester include with the test report an endorsed statement to the effect that the test was performed according to required procedures and that the assembly was not exercised prior to testing. Reports for non-testable assemblies may omit field test result specifications pertaining to testable assemblies but shall otherwise present all relevant inspection information.

14.6 Enforcement. Backflow Prevention Assemblies that cannot pass annual tests or those found to be defective shall be repaired, replaced, or isolated within ten (10) business days. If the failed assembly cannot be repaired, replaced, or isolated within ten (10) business days, Water Service to the failed assembly shall be discontinued. However, if the hazard poses a substantial risk to public health, the District shall, at the Customer's expense, immediately eliminate the Cross Connection by providing for a physical break in the service line until Backflow protection has been installed and satisfactorily tested. Water Service may be discontinued if the Customer or any occupant, tenant, customer, or consumer of the Customer interferes with or obstructs the implementation of the District's Cross Connection Control and Backflow Prevention Program. If it is found that a Backflow Prevention Assembly has been removed, bypassed, or if an unprotected Cross Connection exists on a Customer's property, Water Service shall be discontinued. Water Service will not be restored until all circumstances, conditions, or defects causing discontinuance of service are fully corrected to the satisfaction of the District.

14.7 Survey. As soon as possible, the District shall survey and notify all existing Customers of noncompliant Service Connections and facilities and allow Customers to bring such into compliance with this policy. The initiative to survey and to notify existing facilities will continue until all properties served by the District have been inventoried and surveyed.

14.8 Backflow Incidents. The District shall investigate Backflow incidents and shall maintain investigatory and corrective action records in a file separate from Customer complaint investigations or other investigations determined to not be related to a Backflow incident. Upon becoming aware of an actual or suspected Backflow incident, the District shall (a) Locate the source of the contamination; (b) Isolate that source to protect the Water distribution system from further contamination; (c) Determine the extent of the spread of contamination through the distribution system and provide timely, appropriate notification to the public and to regulatory agencies; (d) Take corrective action to clean the contamination from the distribution system; and (e) Restore service to the Customers.

14.9 Record Retention. Cross Connection control related records shall be retained for a minimum of three years and shall be available for review by regulatory agencies when requested. At a minimum, the following records shall be maintained for a minimum of three years: (a) The District shall maintain a written inventory of all required Backflow prevention assemblies present in the Water system; (b) The most recent inspection or test date or Cross Connection control survey or received questionnaire (if applicable) of each required assembly will be noted and recorded; (c) Backflow device inspection and assembly test, maintenance and repair reports shall be retained. Documentation supporting the credentials of certified testers will be retained; and (d) Copies of all other Cross Connection program documentation will be retained, including service contracts, notifications to Customers, enforcement actions, Backflow incident reports and other related activity.

SECTION 15 - FIRE HYDRANTS

15.1 Operation. No Person other than those designated and authorized by the Water District shall open any fire hydrant belonging to the Water District, attempt to draw Water from it or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted according to law. No tool other than special hydrant wrenches shall be used to operate a hydrant valve.

15.2 Temporary Use of Fire Hydrants. Any person desiring to temporarily use a fire hydrant belonging to the Water District may file a written request with the District Secretary. All information requested by the District must be provided. The Board will determine whether to grant the request. The Board may impose any conditions deemed reasonable and necessary for the requested use of the fire hydrant. In cases where a temporary use of a fire hydrant is granted, an auxiliary external valve may be provided to control the flow of Water.

15.3 Moving a Fire Hydrant. When a fire hydrant has been installed in the locations specified by the proper authority, the Water District has fulfilled its obligation. If an Owner or other Person desires to change the size, type, or location of the hydrant, the Owner or other Person must file an Alteration Application and obtain approval of the Board and the Fire District.

SECTION 16 – SHORTAGE OR EMERGENCY

16.1 Declaration and Restrictions. In the event the Board reasonably determines that the situation warrants the declaration of a Water Shortage or Water Emergency, the Board is authorized to make an official declaration thereof and to impose restrictions which are deemed necessary in the discretion of the Board to safeguard the safety and health of those receiving Water from the District Water System.

16.2 Notice. The Board shall issue a notification of the declaration which shall specify the nature and extent of the restrictions. Notice shall be deemed given when posted in the same manner as required for posting notice of meetings of the Board. The Board may provide such other notices as deemed useful. Alleged lack of notice shall not relieve a Customer from the duty to abide by the restrictions.

16.3 Emergencies. No employee or representative of the District is authorized to suspend or alter any of the Rules and Regulations of the District without specific approval or direction of the Board, except in cases of Water Emergency or damage to the District Water System involving a reasonable expectation of imminent loss of life or property or which would place the District Water System in imminent jeopardy.

SECTION 17 – DISCONTINUANCE OF MEMBERSHIP CERTIFICATES

17.1 Discontinuance. In the past, the District issued Membership Certificates to Persons approved for a Service Connection. Membership Certificates will no longer be issued, used, relied upon, or recognized in any way by the District. In lieu thereof, the District shall rely exclusively upon its own internal records for the management and operation of the District Water System.

17.2 Disclaimer. Previously issued Membership Certificates are not personal property, have no intrinsic value, and cannot be sold, loaned, pledged, redeemed, transferred, or assigned. Previously issued Membership Certificates do not grant any water rights, do not grant any right to any quantity or quality of water, do not grant any ownership or other interest in the District, and do not in and of themselves qualify the holder thereof to vote in any election of the District.

17.3 Return of Membership Certificates. All Persons possessing Membership Certificates shall return the same to the District.

SECTION 18 – DISCONTINUANCE OF WAIT LIST

18.1 Discontinuance of Wait List. In the past, the District allowed Owners to submit applications for new Service Connections even though the Owners had no desire or intention of installing or using a Service Connection in the near future, with the sole purpose of placing these Owners on a so-called “Wait List.” Some of these Owners have been on the “Wait List” for years. In consultation with the District Engineer, the Board has determined that there is no longer a need for the “Wait List” and that use of the “Wait List” should be discontinued. Owners on the now discontinued “Wait List” who desire a Service Connection must submit a new Service Connection Application and follow all Rules and Regulations associated therewith, including but not limited to the payment of any associated Fees and Charges.

18.2 Refund of Wait List Fee. Owners were required to pay a fee to place their names on the “Wait List.” In light of the discontinuance of the “Wait List,” the District will refund said fee without interest to said Owners.

18.3 Disclaimer. Having had one’s name on the now discontinued “Hook-up Wait List” is not personal property, has no intrinsic value, and cannot be sold, loaned, pledged, redeemed, transferred, or assigned. Having one’s name on the now discontinued “Wait List” did not grant any water rights, did not grant any right to any quantity or quality of water, did not grant any ownership or other interest in the District, and did not in and of itself qualify that Person to vote in any election of the District.

THE RULES AND REGULATIONS SET FORTH ABOVE SHALL TAKE IMMEDIATE EFFECT AND SHALL REPEAL ANY CONTRADICTORY RULE, REGULATION OR RESOLUTION HERETOFORE IMPLEMENTED OR ADOPTED, EITHER EXPRESSLY OR IMPLIEDLY, BY THE BOARD OF DIRECTORS OF THE FAIRVIEW WATER DISTRICT.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE FAIRVIEW WATER DISTRICT ON
February 26, 2025 **AS RESOLUTION 2025- 001.**

By: Patrick J. Gilbert

Name: Patrick J. Gilbert

Chairman and President of the Board of Directors of the Fairview Water District

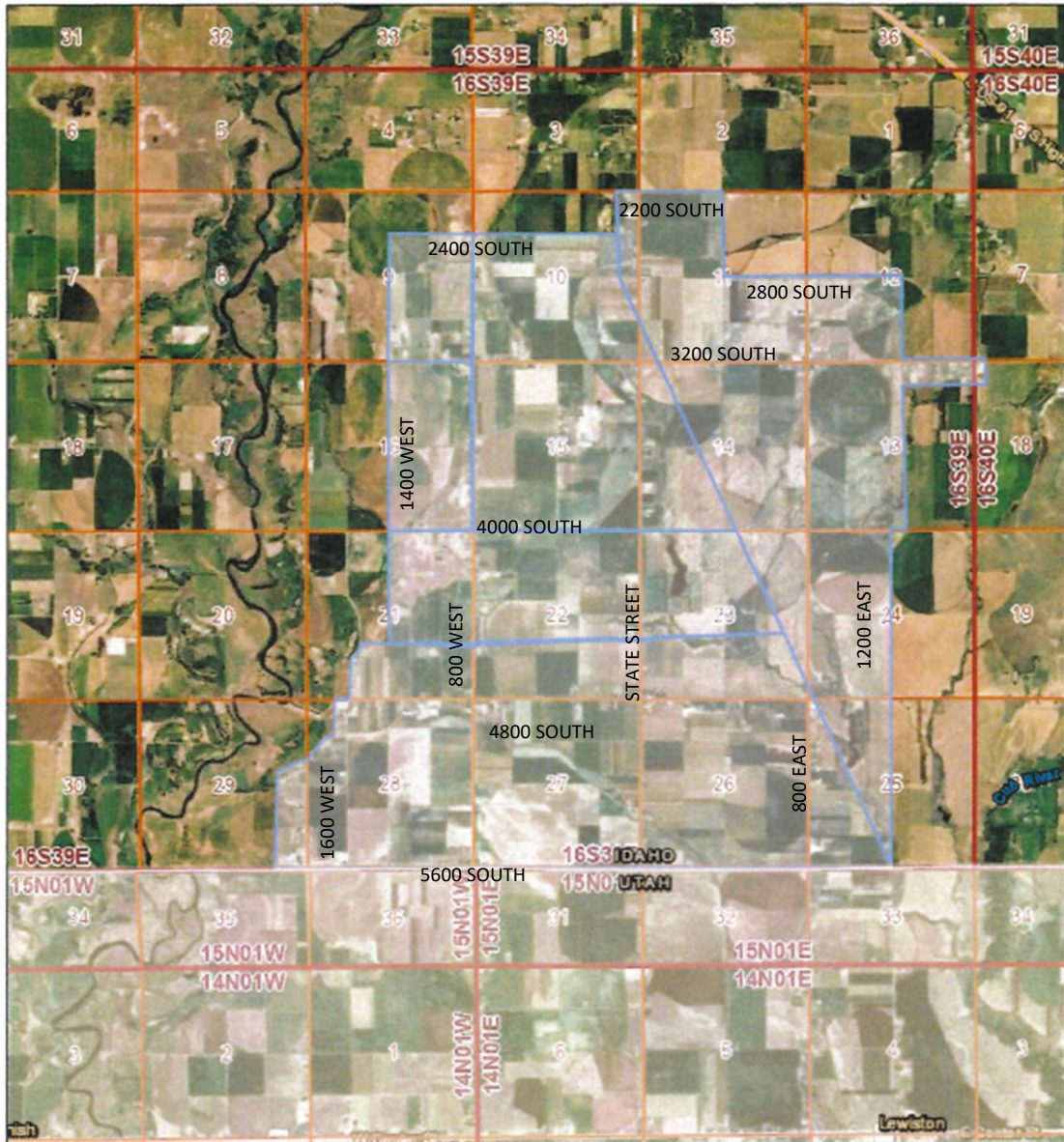
Attest:

By: Britny Field

Secretary, Fairview Water District

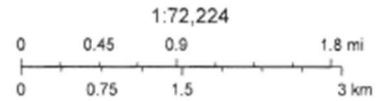
APPENDIX A - BASIC MAP OF DISTRICT SERVICE AREA

Fairview Water District Boundaries



9/4/2024, 8:13:15 PM

- Idaho
- PLS Sections
- Townships



Esri, HERE, Garmin, Esri, HERE, Earthstar Geographics

Idaho Department of Water Resources
 Esri, HERE | Earthstar Geographics | USGS TNM - National Hydrography Dataset. Data Refreshed July 2024. | IDWR | Idaho Department of Water Resources (IDWR)

APPENDIX B - DISTRICT INFORMATION

The mailing address of District Office of the Fairview Water District is:

Fairview Water District
P.O. Box 646
Preston, Idaho 83263

The telephone number of the District Office of the Fairview Water District is:

435-770-6431

The District website is: fairviewwaterdistrict.com

The District email address is: secretary.fvwater@outlook.com

The current members of the District's Board of Directors are:

Kit Christensen (elected 2019)
Jon Harris (elected 2019)
Mike Thomas (appointed 2024)
Tom Ransom (elected 2021)
Patrick J. Gilbert (elected 2023)

The current District Secretary is:

Britny Field

The District Secretary may be contacted at the address and telephone number identified above.

APPENDIX C - WATER RATES AND FEE SCHEDULE

Monthly Water Rates are Based on Meter Size and Meter Reading

METER SIZE 5/8" or 1"	
Basic Charge	Usage Charge
Year 2025 \$51.98	Tier 1 12,000 gallons included in Basic Charge
Year 2026 \$54.57	Tier 2 12,001 to 25,000 gallons rate \$1.10 per 1,000 gallons
Year 2027 \$56.76	Tier 3 25,001 to 100,000 gallons rate \$1.50 per 1,000 gallons
	Tier 4 100,001+ gallons rate \$2.00 per 1,000 gallons

METER SIZE 2"	
Basic Charge	Usage Charge
Year 2025 \$273.00	Tier 1 50,000 gallons included in Basic Charge
Year 2026 \$287.37	Tier 2 50,001 to 75,000 gallons rate \$1.10 per 1,000 gallons
Year 2027 \$297.55	Tier 3 75,001 to 100,000 gallons rate \$1.50 per 1,000 gallons
	Tier 4 100,001+ gallons rate \$2.00 per 1,000 gallons

Other Fees

Service Connection Application Fee (Section 5.5) = \$200.00 (non-refundable)
 Cost of Service Connection (Section 5.16) = \$15,000 for standard connection

Service Alteration Application Fee (Section 6.5) = \$200.00 (non-refundable)
 Cost of Alteration (Section 6.13) = Quote Generated Upon Request

Service Line Installation Fee (Section 8.3) = Included in the Cost of Service Connection, however additional charges may apply for non-standard connections. A quote will be generated by the District.

Water Meter Installation Fee (Section 8.6) = Included in the Cost of Service Connection, however additional charges may apply for non-standard connections. A quote will be generated by the District.

Water Meter Testing Fee (Section 9.3) = \$100.00

Violation Fine (Section 11.3) = \$150.00 per day, per incident

Returned Item Fee (Section 12.9) = \$30.00

Delinquent Bill Fee (Section 13.2) = \$5.00
 Final Notice Bill Fee (Section 13.3) = \$10.00
 Service Termination Fee (Section 13.4) = \$100.00
 Service Restoration Fee (Section 13.5) = \$100.00

APPENDIX D – SERVICE CONNECTION APPLICATION



Fairview Water District

PO Box 646 • Preston, ID 83263

Phone: 435-770-6431

Email: secretary.fvwater@outlook.com

District Office Use Only

Account # _____

Payment Received: _____

Check # _____

Amount: _____

SERVICE CONNECTION APPLICATION

Name: _____

Mailing/Billing Address: _____

Exact Address of Service Connection: _____

Primary Phone: _____ Call Text

Secondary Phone: _____ Call Text

Email Address: _____ Email Bill Notification

Note: It is the customer's responsibility to subscribe to text/email alerts at fairviewwaterdistrict.com. This is highly recommended to allow the district to quickly disseminate urgent information to customers.

Attach non-refundable Service Connection Application Fee of \$200.00

Attach a copy of the property deed and land survey showing ownership of the property.

Type of Water Service (check one): Single Family Dwelling Other (describe) _____

Does the property have secondary water? No Yes

Note: Backflow prevention/physical disconnect must be verified by Operator.

Estimated date of first use: _____ Estimated amount of water use per month: _____

I understand that, upon approval of this application by the Fairview Water District, I will be obligated to pay the initial Water Service Connection Fee of **\$15,000**, which must be paid before water service begins. This application and any approval thereof will expire if payment of the Water Service Connection Fee is not made within six months from the date of approval. Additionally, if the service connection is not utilized within 6 months of the estimated date of first use, the connection will be forfeited and returned to the District. Any extension to this timeframe must be approved by the Fairview Water District. I further understand that I will be obligated to make monthly bill payments to the Fairview Water District, beginning the month after the water service is started and that water charges are subject to change. I further understand that failure to comply with the terms and conditions of the approval of this application will result in the termination of all rights hereunder. Information pertaining to design specifications is required before consideration of this application can be considered.

I agree that, upon approval of this application, I will fully comply with all Rules and Regulations of the Fairview Water District, as may from time to time be amended.

Date: _____

Applicant signature _____

=====District Office Use Only Below This Line=====

Approved Disapproved

Date: _____

Any Special Conditions of Approval or Reasons for Disapproval are attached to this Application.

Fairview Water District, President

This application, when approved by the Board and signed by the District President, will serve as the Service Connection Permit.

Form Effective 12/26/2024

APPENDIX E – SERVICE ALTERATION APPLICATION



Fairview Water District

PO Box 646 • Preston, ID 83263

Phone: 435-770-6431

Email: secretary.fwater@outlook.com

District Office Use Only

Account # _____

Payment Received: _____

Check # _____

Amount: _____

SERVICE ALTERATION APPLICATION

Name: _____

Mailing/Billing Address: _____

Exact Address of Service Connection: _____

Primary Phone: _____ Call Text

Secondary Phone: _____ Call Text

Email Address: _____ Email Bill Notification

Note: It is the customer's responsibility to subscribe to text/email alerts at fairviewwaterdistrict.com. This is highly recommended to allow the district to quickly disseminate urgent information to customers.

- Attach non-refundable Service Connection Application Fee of \$200.00
- Attach a copy of the property deed and land survey showing ownership of the property.
- Attach documentation detailing the proposed alteration, which should include a description and/or drawing of both the current and proposed location of service connection and water line).

Type of Water Service (check one): Single Family Dwelling Other (describe) _____

Does the property have secondary water? No Yes

Note: Backflow prevention/physical disconnect must be verified by Operator.

Estimated date of first use: _____ Estimated amount of water use per month: _____

I understand that, upon approval of this application by the Fairview Water District, I will be obligated to pay the Cost of Alteration, which must be paid before water service begins. This application and any approval thereof will expire if payment of said cost is not made within six months from the date of approval. Additionally, if the altered service connection is not utilized within 6 months of the estimated date of first use, the connection will be forfeited and returned to the District. Any extension to this timeframe must be approved by the Fairview Water District. I further understand that I will be obligated to make monthly bill payments to the Fairview Water District, beginning the month after the water service is started and that water charges are subject to change. I further understand that failure to comply with the terms and conditions of the approval of this application will result in the termination of all rights hereunder. Information pertaining to design specifications is required before consideration of this application can be considered.

I agree that, upon approval of this application, I will fully comply with all Rules and Regulations of the Fairview Water District, as may from time to time be amended.

Date: _____

Applicant signature _____

====District Office Use Only Below This Line=====

Approved Disapproved

Date: _____

Any Special Conditions of Approval or Reasons for Disapproval are attached to this Application.

Fairview Water District, President

This application, when approved by the Board and signed by the District President, will serve as the Service Alteration Permit.

Form Effective 12/26/2024

APPENDIX F – WATER SERVICE AGREEMENT



Fairview Water District

PO Box 646 • Preston, ID 83263

Phone: 435-770-6431

Email: secretary.fvwater@outlook.com

District Office Use Only

Account # _____

Date Received: _____

Effective Date: _____

WATER SERVICE AGREEMENT

Property Owner Name: _____

Service Connection Address: _____

Property Owner Primary Phone: _____ Call Text

Property Owner Secondary Phone: _____ Call Text

Property Owner Email Address: _____

Attach a copy of the property deed and land survey showing ownership of the property.

Customer of Record (Billing Contact): _____

Customer Mailing/Billing Address: _____

Customer Primary Phone: _____ Call Text

Customer Secondary Phone: _____ Call Text

Customer Email Address: _____ Email Bill Notification

Note: It is the customer's responsibility to subscribe to text/email alerts at fairviewwaterdistrict.com. This is highly recommended to allow the district to quickly disseminate urgent information to customers.

Effective Date _____ (This is the closing date if property is purchased or move in date if customer is renting)

I have read, and I understand, the Rules and Regulations of the Fairview Water District. I agree to fully comply with those Rules and Regulations, as may from time to time be amended.

I understand and agree that, beginning with the billing cycle that coincides with the Effective Date, I will be obligated to make monthly payments to the Fairview Water District in accordance with the District's duly approved Water Rates and Fee Schedule, as may from time to time be amended.

Dated: _____

Customer of Record Signature: _____