

or lease. Proof may be demonstrated by a deed or lease for the property involved, or by such other evidence as the District may deem sufficient.

- 1.2.2 If the new applicant is a renter or lessee, the property owner must also sign a Water Application and Agreement. The property owner must return the Water Application and Agreement within five (5) days after the renter or Lessee has signed an agreement, if a local resident. Out of town property owners must return the application within ten (10) days. If the property owner does not return the application within the specified number of days, water service shall be terminated at the service address until the application is received. Payment of the bill shall be the responsibility of the property owner. If requested by the property owner, a copy of the bill will be mailed to the renter or Lessee.

1.2.2.1 If the renter or lessee operates a business on the property, the renter or lessee shall remit a refundable deposit, the amount of which shall be established from time to time by the Board of Trustees.

1.3 TEMPORARY RETAIL CONNECTIONS

- 1.3.1 Applicants for a connection to provide water on a temporary basis (for purposes such as construction) shall sign a Temporary Water Use Agreement which shall include the information, terms and conditions included in the regular Water Application and Agreement and also the estimated amount of water usage. The applicant shall also pay a connection fee which shall consist of the estimated charge for actual services rendered and non-recoverable materials used in making the connection, plus a reasonable service charge for the processing of the application.
- 1.3.2 Upon approval of the application, payment of the required fees and installation of the service connections by the District, the applicant may connect into the District's system through the service connection provided. The connection shall be made according to requirements and terms which the District may consider appropriate to monitor the safety, health and integrity of its water and its facilities. The water provided shall be used only for the purpose outlined in the application; use in any other manner may constitute grounds for cancellation of service.
- 1.3.3 All damage to the service connection, meter and excess water usage shall be billed to the applicant and payable upon the terms and conditions of the Water Application and Agreement.
- 1.3.4 The water rates for temporary retail service shall be the District's retail rate plus ten percent. In addition, the applicant shall pay a \$25.00 connection fee.

1.4 PROCEDURES FOR OBTAINING WATER AND SEWER SERVICE FOR DEVELOPMENT PROJECTS

- 1.4.1 ~~Developer will provide District Engineer with an electronic or reproducible of the preliminary plat or site plan which shall include the following data:~~ Prior to zone change or preliminary plat:
- 1.4.1.1 ~~Lot location and dimensions, including existing and proposed contours.~~ The developer will meet with the Water Superintendent to discuss available services. If none are available, options to obtain services will be discussed.
- 1.4.1.2 ~~Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.~~ A letter with results will be given to the developer to

provide to the Town of Apple Valley Planning and Zoning Board.

- ~~1.4.1.3 Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.~~
- ~~1.4.1.4 Location of other proposed improvements and of proposed utilities.~~
- ~~1.4.1.5 Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.~~
- ~~1.4.1.6 Deposit with the District the fee for preliminary engineering.~~
- 1.4.2 District Engineer will prepare a preliminary design of water and sewer system extensions and a service availability report for review by the District. Prepares construction cost estimates, schedule of easement document preparation fees, schedule of engineering fees, schedule of construction deposits and the Water and Sewer Extension Agreements. **Following approval of the preliminary plat:**
 - 1.4.2.1 The Developer's engineer will provide proposed construction plans as per District Design Standard to the Apple Valley Joint Utilities Commission (JUC) committee, to a District representative.
 - 1.4.2.2 The District Engineer will then review, redline and return plans at the next JUC meeting to the developers. The developers engineer will make the requested corrections on the Master set of construction plans.
 - 1.4.2.3 The Developer will provide a set of the final completed master construction plans for a final review by the District Engineer or District Staff.
 - 1.4.2.4 If plans are approved, the District representative will sign-off on the master set of construction plans.
- 1.4.3 District Board will approve preliminary design and services availability report. Notifies the Board of Health and the Developer that the District will supply sanitary sewer and water service to the project or notifies the developer that such services is not available. A Pre-Construction meeting will then be held by the Apple Valley Public Works Director, and if bonding is needed and in place, work will be cleared to start by him. The contractor may then start construction and arrange all required inspections with the District as construction proceeds and finishes.
- 1.4.4 District Board will notify Developer of the amount of Engineering fees, based upon 8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer. 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.
- 1.4.5 Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction Deposits for Manholes, valves, fire hydrants and compaction tests, to the District. Upon completion, the Developer is to provide a one (1) year warranty and a 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 the any needed warranty repairs have been made.

- 1.4.6 District Manager transmits one executed copy of the Water and Sewer 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.
- 1.4.7 ~~Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.~~
- 1.4.8 ~~District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.~~
- 1.4.9 ~~Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.~~
- 1.4.10 ~~Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the District, and provides the following to the District:~~
- ~~1.4.10.1 A copy of the developer's agreement with the contractor.~~
- ~~1.4.10.2 A copy of the contractor's license and insurance policy indicating the SSD is covered as "additional Insured" on the policy~~
- ~~1.4.10.3 A copy of an encroachment and maintenance surety bond. The amount and duration of such bonds shall be determined by the District Engineer based on the scope and exposure of the policy.~~
- ~~1.4.10.4 Easements for all district-owned sewer and water lines not located in dedicated roads or Utah Department of Transportation right of ways.~~
- 1.4.11 ~~District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the District.~~
- 1.4.12 ~~Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.~~
- 1.4.13 ~~District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.~~
- 1.4.14 ~~District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.~~
- 1.4.15 ~~District Engineer provides the District Inspector and the Contractor with cut sheets for sewer and water mains prior to construction.~~
- 1.4.16 ~~District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.~~
- 1.4.17 ~~District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the District.~~
- 1.4.18 ~~District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.~~

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

~~1.4.20 District Engineer prepares as-built drawings.~~

1.5 PROCEDURES FOR OTHER WORK ON WATER SYSTEM

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

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

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

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

1.5.1.4 Location of other proposed improvements and of proposed utilities.

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

1.5.1.6 Deposit with the District the fee for preliminary engineering.

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

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

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