

BICKNELL TOWN

APPLICATION FOR CULINARY WATER CONNECTION FOR NON-RESIDENTS

TO BICKNELL TOWN, UTAH:

I hereby apply to the municipality of the Bicknell Town ("Town") for the permission to connect my premises at _____ with the Bicknell Town Culinary Water System and hereby agree as follows:

1. Construction Costs Paid by Applicant:

(a) The Town shall make the requested connection from its water main to and including the distance and up to my property line. I agree to pay the Town the connection and fees as may be fixed by the governing body by resolution or ordinance including also a deposit security charge, if so provided.

The work of extending the water connection from the nearest point to which the Town has a possible line with which to connect to the place at which the water is to be used shall be my responsibility and shall be performed at my sole cost.

(b) The location of the service, whether on my premises or at some point near my premises, shall be decided solely by the Town.

2. Inspection and minimum Standards: I understand the Town reserves the right to cause both the culinary and irrigation water system upon my premises to be inspected by the Town and if either or both facilities should not be approved, I will cause the same to be corrected and improved at my own expense to meet the requirements of the Town or of any other governmental agency having jurisdiction to regulate the water system within the Town.

3. Acceptance of Regulation: I will be bound by the rules, regulations, resolutions or ordinances enacted now or hereafter by the Town applicable to the Town's culinary water system.

4. Culinary Use Only. The main purpose for which the water connection will be used if for culinary use.

5. Access Guaranteed to Town: The Town shall have free access to the lines and services installed under this agreement and, at reasonable time, through my property, if necessary.

6. To pay for all charges for such water service as are fixed from time to time by the Governing body until such time as I shall direct such service to be discontinued.

7. In the event of a failure to pay water charges with the due dates fixed by the governing body or of a failure of the occupant of the premises to conform to the ordinances and regulations established by the governing body regulating the use of the water system, the Town shall have the right to discontinue the water system service at its election, pursuant to five (5) days written notice of the Town's intention until all delinquencies and any reconnection fee imposed are paid in full or until any failure to conform to the Ordinance or regulations issued thereunder is eliminated.

8. To be bound by the rules, regulations, resolutions or ordinances enacted or adopted by the governing body applicable to the Town's water system.

9. Interruption in Times of Shortage: To comply with State of Utah constitutional and statutory restrictions prohibiting alienation of municipal water rights, the applicant understands and agrees that if there should occur any shortage, deficiency, or inadequacy of water supplies of the Town, the Town Council may, in its discretion, interrupt or cut off service to any user outside the corporate limits of the Town.

10. Differential in Rates Outside of Town: The applicant acknowledges that, to amortize costs of deliveries outside of Town the Town Council may, at such times or under such conditions as in their discretion indicates the necessity therefor, impose a higher use fee for users outside of Bicknell Town than is imposed upon property, premises, and consumption within the Town.

DATED THIS _____ DAY OF _____, 20_____.

Applicant Name – print or type

Signature of Applicant