

**TRIDELL-LAPOINT  
WATER IMPROVEMENT DISTRICT**

P.O. Box 760061  
Tridell, Utah 84076-0061  
Phone 435-247-2475

## **Water Connection Terms and Conditions**

As per current company policy and by laws the following terms and conditions must be met and satisfied before a water connection will be installed and considered valid.

As used in this Terms and Conditions, a water connection means the ability to receive water service at a given location. The meter, meter setter, and meter barrel remain the property of the District. In the event that a customer becomes delinquent they will become subject to the District's collections policy, which can include late fees, service disconnection, and can culminate in the termination of the water service connection.

A valid connection application, and connection terms and conditions forms must all be signed and returned. Connections can only be sold when in accordance with the systems hydraulic modeling. Connections are approved according to current District policy and Article XI sections 1 and 2 of the bylaws. The board has authorized the manager to approve or deny the connection based on the above conditions. In the event that there is a discrepancy between the parties, the connection will not be installed until the board has reviewed and determined an appropriate course of action.

If the application is approved the applicant must pay the current connection charge, impact fee, and submit one share of Whiterocks Irrigation, Mosby Irrigation, or BIA Irrigation water. If the applicant wishes, they may pay \$4,350 for one acre-foot of M&S water to use in place of an irrigation share. When fees and water have been submitted to the company, the applicant can then obtain a written letter from the company, addressed to the county, stating that the applicant has a valid water connection.

In the event that the applicant's building site is on the opposite side of the road as the company's water line, then the applicant will be responsible for a "Road Push, Road Cut, Road Bore or Road Crossing." When this becomes necessary it is the applicant's responsibility to follow all county regulations which include, but are not limited to, permit fees, insurance, bonding, and safety inspections, as well as using the services of a pre-approved contractor. When it comes time for the installation the Road Crossing must be scheduled during "normal" county business hours. It is the applicant's responsibility to follow all county regulations, including excavation and restoration, as well as any special requests that the water company makes. As part of the Road Crossing the applicant must have the main water line exposed, at which point the company installation crew will tap the main line and run pipe to the final meter location.

Before any connection will be installed, the applicant must submit their county building permit, and Road Crossing permit, if applicable. Applicant must then meet with the installation crew to determine the location of the meter and line size that will attach to the meter. Unless otherwise agreed upon, the service lateral will be 3/4 inch IPS poly pipe servicing a 5/8 inch meter. If any special fittings are required to hook the applicant's line to the company's meter setter, the applicant is responsible to purchase the fittings. It is also requested, but not mandatory, that the applicant have their water line trench dug to a pre-determined location that the installation crew will determine. Billing will begin 90 days after connection approval, or upon installation, whichever comes first.

When all the above conditions have been met, the installation crew will at their earliest convenience install the meter. This service includes digging and finding the main line, except as noted above, tapping, installing, and burying the meter assembly. In the event that the applicant has previously dug their water line and provided their pipe, the installation crew will also attach the applicant's line to the meter.

Unless otherwise approved by the Board a connection may only serve one single-family dwelling unit. Should the connection be used for more than a single-dwelling unit, the connection may be forfeited and water use terminated. Single Dwelling does not apply to commercial connections sold or issued by the Board.

Applicants agree:

I am personally liable for the prompt and timely payment of all the District's service charges incurred for said services. My failure to promptly and timely pay such charges may result, at the District's option, in the termination of my water service (in accordance with the procedures of the Utah Code 17b-1-903 (1)(a)) and/or the pursuit by the District of such other enforcement remedies as the District may have at law and/or in equity to enforce the terms of this agreement and the District's applicable ordinances, resolutions, rules and regulations

I accept the Water Connection Terms and Conditions of the Tridell-LaPoint Water Improvement District system. I agree that if I violate the water connection terms and conditions, my connection may be forfeited and water use and delivery to said connection terminated immediately.

New Owner – Printed Names \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Physical Address \_\_\_\_\_ Connection # \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

TLWID Manager \_\_\_\_\_ Date \_\_\_\_\_

Revised May 14, 2018