

BEAR RIVER WATER CONSERVANCY DISTRICT WATER SERVICE POLICY

This policy applies to the provision of water service areas located within the boundaries of the Bear River Water Conservancy District (the “District”).

Section 1. Basic Policy

It is the policy of the District to provide water service within the boundaries of the District, and to work closely with the planning and zoning departments of Box Elder County and municipalities within, in promoting the health and welfare of the residents of the County. The District is primarily a wholesale water supplier, but it may also consider petitions for purchase of retail water. Each petitioner shall file a formal petition by means of submitting a “Petition for Water Service” form requesting water to be considered by the Board. The Board of Trustees (the “Board”) will consider each and every request on an individual basis taking into consideration but not limited to location, cost, impact, water supplies, system capacity and other factors as the Board may determine to be appropriate. If the Board of Trustees does not vote to approve the petition for the service of water, the petition will be found not in the best interests of the District.

Section 2. Petitions for Water Service

2.1 Petitions for additional Wholesale Water Service to Current Customers

2.1.1. In the event a Petitioner, that is an existing customer of the District, requests the delivery of additional wholesale water and is currently receiving water from the District pursuant to an existing water service contract in good standing, the District shall evaluate the Petition and may amend the existing contract to provide the additional water service so long as the District has adequate water supplies and system capacity, and providing the additional water would be in the best interests of the District.

2.1.2 In the event an existing customer of the District petitions for the delivery of additional wholesale water from the District pursuant to an existing water service contract in good standing, but the District does not have adequate water supplies or system capacity to provide the requested service, the District shall evaluate the Petition and may amend the existing contract to enter into a new agreement to provide the additional water service as long as adequate water supplies may be obtained, the installation of the necessary main lines, transmission lines, wells, storage reservoirs and facilities, water meter and any other necessary facilities (“Facilities”) may be constructed pursuant to the requirements of Section 2.5 herein, and providing the additional water would be in the best interests of the District.

2.2 Petitions for Wholesale Water Service to New Customers

In the event a non-customer Petitioner requests the delivery of wholesale water to new customers, the District shall evaluate the Petition and may provide the requested water service,

pursuant to a written agreement between the Petitioner and the District, as long as the district has or may obtain adequate water supplies and system capacity, the installation of any necessary Facilities pursuant to the requirements of Section 2.5 herein, and providing the requested water service would be in the best interests of the District.

2.3 Petitions for Wholesale Service to New Development or Existing Homes Located Outside the Service Area of a Public Water System or Within such Service Area but Denied Water Service from the Public Water System

In the event a Petition involves a new development area or existing homes located outside of the service area of an existing Public Water System (“Public Water System”) or within the service area of an existing Public Water System and the request for water service has been denied and the number of service connections among the homes would fall within the definition of a Public Water System under the applicable rules of the division of Drinking Water, the District shall evaluate the petition. The Board may require the Petitioner to form its own water company or other entity to act as a Public Water System and assume responsibility for compliance with all applicable requirements under Utah law for Public Water Systems, including approval of the design and plans for development of the water company’s water system by the Division of Drinking Water. Following such approval by the Division, the District may enter into an agreement to provide wholesale water service as long as the District has or may obtain adequate water supplies, and the construction and installation of any necessary Facilities pursuant to the requirements of Section 2.5 herein, and providing the water service would be in the best interests of the District.

2.4 Petitions for New Retail Water Service to a Residence, Commercial or Industrial Facility or New Development Area

2.4.1 The District will evaluate a Petition for new retail water service to a residence, commercial, industrial facility or new development area located within the service area of an existing Public Water System as defined in Rule R309-200-3(61) of the rules adopted by the Division of Drinking Water, or as amended, after the Petitioner has requested water service from the Public Water System and has had their request denied in writing.

2.4.2 In the event a Petitioner requested retail water service from a Public Water System to a residence, commercial, industrial facility or a new development area located within the service area of an existing Public Water System , had such a request denied, and subsequently files a petition with the District to receive retail water service from the District, the District shall evaluate the Petition and may enter into a written agreement to provide such service as long as the District has or may obtain adequate water supplies, the installation of any necessary Facilities pursuant to the requirements of Section 2.5 herein, and providing that additional water would be in the best interest of the District.

2.4.3 In the event a Petition concerns new development or existing homes located outside of the service area of an existing Public Water System, or a petitioner(s) requested retail water service from an existing Public Water System and had such request denied and subsequently filed a petition with the District to receive retail water service from the District, the number of service

connections among the homes requesting service would not fall within the definition of a Public Water System under the applicable rules of the Division of Drinking Water, the District shall evaluate the Petition and may enter into an agreement to provide the requested water service as long as the District has or may obtain adequate water supplies, the construction and installation of any necessary Facilities pursuant to the requirements of Section 2.5 herein, and providing the water service would be in the best interests of the District. Further, any such water supply agreement shall reserve the right for the District to, in its sole discretion, at such time that the number of homes in the general area receiving water from the District under this or other Petitions fall within the definition of a Public Water System, require those homes to form their own water company or other entity and assume all responsibilities of a Public Water System in order to continue to receive water from the District, which would then be delivered on a wholesale basis. In such case, the District shall provide written notice to those customers of such requirement and allow them a reasonable period of time to form the water company or other entity, not to exceed a period of twelve (12) months from the date of notification.

2.5 Construction and Installation of Infrastructure

2.5.1 In the event a wholesale Petition is approved and the District has existing water diversion and delivery facilities available to deliver water to the Petitioner, the Petitioner shall be responsible, as its sole cost and expense, to construct, operate and maintain, repair and/or replace all facilities involved in the Petitioner's distribution and use of the water delivered by the District to the Petitioner at the place of delivery specified in the respective water delivery agreement between the Petitioner and the District.

2.5.2 In the event the District does not have existing water diversion and delivery facilities available to deliver water to a Petitioner, the District may install the facilities necessary to divert and deliver wholesale or retail water to the Petitioner and require Petitioner to pay for such Facilities or the District, in its sole discretion, may elect to have the Petitioner install the necessary water diversion and delivery Facilities, subject to plans and specifications previously approved by the District and convey title to such facilities to the District free and clear of any liens or encumbrances.

2.5.3 Each retail development project shall be required to construct, at its own expense, all required internal (subdivision) water system improvements or Facilities necessary to serve the proposed development. The internal water distribution system shall be constructed in accordance with the District's specifications and approved by the District's Engineer. The use of C900, ductile iron or equivalent pipe is required to be specified by the District Engineer. The size of the transmission lines will be evaluated and recommended by the District Engineer and System Operator. In the event the District and the Developers opinions differ, the Developer or Petitioner must agree to the District's recommendations. Any required booster stations, pressure reducing valves and/or storage facilities shall be placed at an elevation which will be compatible with existing pressure zones within the District's system. These improvements shall not be connected to the District's main transmission system until they have been inspected and approved by the District's Engineer and/or District's System Operator/ Inspector and accepted by the District.

2.5.4 Previous to any construction, the Developer(s) will sign an Escrow Agreement provided by the District and agrees to deposit funds into an escrow account in the name of the District, in the amount equal to the cost estimate of the retail water system Facilities estimated by the District's Engineer. The escrow agent will hold the funds in the escrow account subject to the installation of the culinary water system Facilities in the subdivision. Upon completion of the construction of the Facilities, the District will give written notice to the escrow agent to release 90% of the funds to the Developer(s) with 10% held for warranty in accordance with the escrow agreement.

2.5.5 The District will not, at any time, offer or agree to repay, or give any form of reimbursement, including future connection fees collected by the District, back to the developer(s) for the construction of any transmission lines or any part of the subdivision infrastructure, to offset the costs of transmission lines or other infrastructure of the proposed project.

2.6 Emergency Water Petition

2.6.1. In the event a petitioner ("Petitioner") requests the delivery of wholesale water to meet the emergency needs of its existing customers, the District shall evaluate the petition (the "Emergency water Petition") and may provide the requested water service pursuant to a written agreement between the Petitioner and the District.

2.6.2 The District will evaluate the Emergency Water Petition and shall only grant it if the District determines that it has an adequate water supply available beyond that required to satisfy its existing water supply agreements and also that the requested emergency water service is in the best interests of the District. If granted, an Emergency Water Petition shall be subject to and subordinate to the demands of the District's existing customers.

2.6.3 An Emergency Water Petition shall only provide water on a temporary emergency basis. In the event the Petitioner's water supply needs extend beyond the District, in its sole discretion, determines to be an emergency water situation, the Petitioner must enter into a firm water sale and purchase agreement with the District, if water is available, or the emergency water supply will be terminated.

Section 3. Project Warranty/Conveyance of Subdivision Improvement/ District to Assume Operation and Maintenance Responsibilities

The Petitioner or Developer(s) will be required to warrant the project Facilities against all defects and malfunctions for the period of one year after the project has been declared complete. The Petitioner or Developer(s) will maintain and repair any leaks or damage, at their sole expense, that may occur and will complete all repairs in a timely manner in the effort to conserve the water and to protect the service of the customers and integrity of the system in accordance with the Indemnity and Warranty Agreement. Upon completion and satisfactory final inspection and approval of the project facilities; acceptance of the project by the District's Board of Trustees, District Engineer and System Operator; and execution of the Indemnity and

Warranty Agreement, the project will be declared complete and the one-year warranty period shall begin. At that time, all rights and ownership of these improvements shall be conveyed to the District without cost, with the obligation and operation and service to the development project in accordance with the District's Rules and Regulations. The District shall promptly contact the Developer at such time repairs or problems with the project facilities occur within the one-year warranty period.

Section 4. Pipeline Easement Locations

Where possible, provisions shall be made for the construction of all line extension and subdivision water system improvements within public streets and easements. However, where the lines must cross private property, the developer(s) shall obtain, at the developer's sole expense, all required and necessary easements. The size of the easements required will be discussed and authorized by the District Engineer and/or System Operator/Inspector. The Developer(s) shall provide the District with title insurance for and copies of all necessary easements. Title to any required storage, pump station or other facilities along with perpetual rights of ingress and egress for operation, maintenance, repair and replacement of the same shall be transferred to the District.

Section 5. Petition Procedures and Requirements

5.1 Pre-Petition Meeting

The Owner/Developer(s) of the property referenced in the Petition shall meet with the District's General Manager and the System Operator to discuss the proposed project, area to be served, number of connections required, estimated water use and any other relevant information deemed necessary by the District prior to filing the Petition for Water Service from the District. If following such a meeting, the property owner/developer wishes to proceed with a petition, the property owner/developer(s) shall complete a Petition form provided by the District and return the completed Petition to the General Manager. The Petitioner will then present the proposed project to the Board of Trustees at the next regularly scheduled Board Meeting.

5.2 Board Recommendation on Petition

Following the consideration of a Petition, the District's Board of Trustees shall grant conditional approval of the Petition, deny the Petition or request additional information before reaching a decision. In the event the Board grants conditional approval of the Petition, the District's General Manager and/or System Operator and/or Consulting Engineer shall meet again with the Petitioner and undertake a more detailed review of the proposed project and provide and discuss the checklist of the District's requirements and specifications for new water service facilities. (Requirements and Specifications Checklist for New Water System Facilities as provided by the District). The District Engineer will make recommendations to the Board concerning final approval or disapproval of the Petition, including any requirements to be

completed prior to final approval of the Petition and prior to the commencement of construction in connection with the proposed project. Following and based on this review process, the Petitioner/Developer(s) shall again meet with the Board at one of the regularly scheduled meetings of the Board to discuss and determine whether to grant final approval or deny the Petition. In the event the Petitioner/Developer(s) neglects to proceed with the proposed project for a period of twelve (12) months, all pre-approvals granted by the Board or District Engineer shall lapse and are not binding.

5.3 Deposit for Engineering Analysis and District Inspector Expenses

5.3.1 The District's Board may, at any time, require the Petitioner/Developer to make a deposit of funds in an amount to be determined by the Board to adequately compensate the District for the services of the District's consulting engineers, hydrologist, legal counsel, accountant or other service professionals deemed necessary by the Board to assist in reviewing the Petitioner's plan of the proposed project including but not limited to specific details concerning the property, the Facilities, transmission lines, storage reservoirs, water sources, easements or other property interests and water rights which the petitioner proposes to convey to the District upon completion of the project.

5.3.2. The Petitioner/Developer(s) will be responsible for paying actual costs of the engineering services rendered on the proposed project. An estimate on the hourly fee will be given at the time of the pre-meeting and will be invoiced after such time as the proposed project is approved by the Engineer for commencing of the construction. The Petitioner/Developer(s) will pay the invoice within thirty (30) days.

5.3.3 The Petitioner/Developer(s) will be responsible for paying for the inspection of the proposed project required by the District at their current hourly rate. A time sheet will be kept jointly between the contractor and the District inspector. It will be the responsibility of the developer to notify the District's inspector 24 hours in advance of beginning construction. In the event the inspector is not given 24 hours notice, an emergency status will be imposed resulting in a call out fee of \$50.00 and an hourly rate of time and a half charged for time rendered. If work is discontinued or work schedules changed, it is the responsibility of the contractor to notify the inspector of the change. In the event the work schedule changes and notification has not been given to the District inspector, a \$50.00 show up fee and hourly wages of time spent in travel will be charged to the developer/contractor. The District reserves the right to order the contractor to halt work and order any un-inspected infrastructure to be uncovered to the extent that is satisfactory to the District inspector to allow the inspection to take place, at the sole cost and expense of the developer/contractor. Any un-inspected work shall be rejected. All invoices for engineering and inspection services will be paid in full prior to final approval being given and/or acceptance of the project.

5.4 Supplemental Studies / Engineering at Petitioner's Expense

The Board may require the Petitioner to complete additional studies and/or provide

additional design, construction detail or other material data during the District's investigation of the project proposed by a Petition. The Petitioner shall provide all requested information at its sole cost and expense, without any obligation on the part of the District.

5.5 Approval by Box Elder County and Other Governmental Entities

Prior to and as a condition on any approval by the Board of a final Petition, the Petitioner shall provide documentation that the proposed project is in compliance with all applicable land use and zoning regulations of the State of Utah, Box Elder County and/or other governmental entities, and that conditional or final approval of the proposed project has been granted by the appropriate authority of Box Elder County and any other applicable governmental entities. The Board reserves the right to consider approval of the water service in the amount corresponding to the number of homes approved in each phase of the development approved by the County Planning Department. The developer(s) shall be required to complete a new Petition for water service for each phase of development in the proposed project.

5.6 Meeting Public Drinking Water Standards

5.6.1 Prior to any approval of a final Petition, the Petitioner shall provide such evidence as the Board may require to provide verification that the design and plans for the project have been submitted and approved by the Division of Drinking Water and all requirements have been met and are in compliance with the State of Utah rules for Public Drinking Water Systems R309-101-2 and R309-102-2, or as amended.

5.6.2 The Board and/or the District's Engineer or Inspector shall make a recommendation concerning the proposed project and define the requirements and specifications of the District to be fulfilled prior to commencing the project. If the Board does not vote to approve the project, the project shall be found not in the best interests of the District.

5.7 Transfer of Water Rights to the District

The Board may consider and require, for retail development, where there are water rights associated with the property to be developed, that developer(s) or Petitioner will convey sufficient water rights to the District to meet the anticipated water for the development project. The water rights to be conveyed shall have been approved for District use by the State Engineer prior to their conveyance to the District. The developer(s) shall transfer title of the water rights to the District without cost and by an appropriate instrument of conveyance acceptable in form to the District. This conveyance shall be made free and clear of all liens and encumbrances, except as may be expressly agreed to in writing and accepted by the District. Thereafter, the District shall be the owner of the water rights involved. The water rights may be co-mingled and become a part of the water rights and water supply of the District through which all of its customers will be served, including the proposed development.

Section 6. Transfer of Title to Water Rights, Facilities and Property

The Developer(s) shall convey to the District, free and clear of all liens and encumbrances, except for those specifically agreed to in writing by the District, by means of a conveying instrument acceptable to the District i.e. Bill of Sale provided by the District; the following items:

6.1.1 The internal subdivision distribution system and all appurtenant Facilities specifically including but not limited to all distribution lines, pumps, storage facilities, booster pumps and any required treatment facilities, together with all appurtenant easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

6.1.2 Ownership to all storage and well sites, together with any and all easements and appurtenances in connection therewith, including any required protection zone easements to protect water sources, pipeline and utility easements and rights-of-way.

6.1.3 Ownership to any water and all water rights required to be conveyed to the District as provided in Section 5.7.

Section 7. Public Hearing

The Board shall hold such public hearing as required to provide an opportunity for the public to discuss and provide comment on the project proposed by a Petition and related issues including, among other things, the demands or impacts of the project proposed by a Petition upon the District and its facilities and resources.

Forms for use with this Water Service Policy

Click to download forms

[Petition for Water Service](#)

[BRWCD Requirements and Specification Checklist for New Water System Facilities](#)

[Escrow Agreement](#)

[Bill of Sale](#)

[Indemnity and Warranty Agreement](#)