

## **WATER AND SEWER SERVICE APPLICATION TERMS AND CONDITIONS**

1. To pay the required security deposit and service fee. The District, may but need not, apply the deposit on past due bills. Upon final settlement, any unused deposit balance will be refunded. Unpaid charges shall be considered delinquent notwithstanding the deposit, and neither applicant nor anyone else shall have the right to compel District to apply the deposit to any account to avoid delinquency.
2. To pay for water and sewer services and all other applicable charges and assessments as fixed from time to time by District. Even if someone other than the undersigned occupies or is a tenant of the premises, the undersigned agrees to pay for all water and/or sewage services furnished to the Premises. In the event of a failure to timely pay charges and assessments or any other violation of District's rules and regulations, District shall have the right to disconnect service as provided in District's rules and regulations. Written shutoff and other notices may be delivered solely to the premises and District has no obligation to see to it that the undersigned or anyone else receives actual notice of an intention to disconnect service. If the occupant of the premises is someone other than the undersigned, particularly where bills are to be sent to the Premises, the undersigned acknowledges that the undersigned may not be notified regarding past due amounts or shut off notices and it is the undersigned's responsibility to inquire of the District concerning such matter and to monitor bills and notices sent or delivered to the Premises.
3. To pay all costs and expenses associated with compliance with all requirements associated with the installation of all fixtures, landscaping, irrigation, and, where required, backflow assembly devices, as necessary to meet the requirements of the Jordan Valley Water Conservancy District (JVWCD) Water Efficiency Standards for the residential home, multi-family, industrial, or institutional development for which application is being made.
4. To pay all costs and expenses, including a reasonable attorney's fee, incurred by District as a consequence of the undersigned breach of this Agreement. If any amount owed to District is not paid when due, the undersigned shall be required to pay a one-time penalty of eight percent (8%) in addition to interest at the rate of one and one-half percent (1.5%) per month until paid. District may cause a lien for past due service fees to be attached to the premises under Utah Code Ann. § 17B-1-902. District shall have a cause of action under this Agreement in addition to, and separate from, any cause of action under Utah Code Title 17B Chapter 1 Part 9. If District refers the account to a collection agency, in addition to all other amounts due and owing, the undersigned agrees to pay a collection fee equal to 30% of the outstanding balance owing.
5. Not to request a service disconnection or otherwise use the District to evict occupants of the Premises, and to defend indemnify and hold the District and its Trustees, officers, employees and agents free and harmless from and against any claim of any person in possession or occupancy of the Premises arising from the termination of water service to the Premises at the request of the undersigned or due to the breach of this Agreement by the undersigned.
6. That, if this Application is signed by more than one person, the persons signing shall be jointly and severally liable hereunder.
7. To be bound and governed by such rules and regulations as have been or may hereafter prescribed by District.
8. The undersigned represents and warrants that the undersigned is either the owner of the Premises or the duly appointed agent of the owner and is authorized and empowered to make this Application binding against the Premises and the owner thereof. If acting as the owner's agent, the undersigned shall deliver to the District the owner's duly executed and recorded Power of Attorney.
9. To give written or verbal notice of any transfer of title to the premises to District and, until notice is given and a new owner signs up for service, shall be fully liable hereunder.

**NON-TRANSFERABLE – NO INTEREST PAID ON DEPOSIT – THIS IS A BINDING CONTRACT**

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### **Overview of the JVWCD Water Efficiency Standards**

#### **1. Purpose**

The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.

#### **2. Applicability**

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards shall also be required for new landscaping construction installed by homeowners.

#### **3. Indoor Fixture Requirements**

It is recommended and encouraged, but not mandated, that all new and future construction and future additions, remodels or refurbishments install plumbing fixtures that have the WaterSense® label, including lavatory faucets, shower heads, sink faucets, water

closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local district to require these fixtures.

#### 4. Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards, and homeowner provided landscape improvements within the front and side yards of single and two-family dwellings shall comply with the landscaping standards below:

##### Definitions

- A. Activity Zones: Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- B. Active Recreation Areas: Areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).
- C. Central Open Shape: An unobstructed area that functions as the focal point of LocalScapes® and is designed in a shape that is geometric in nature.
- D. Gathering Areas: Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.
- E. Hardscape: Durable-landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
- F. Lawn: Ground that is covered with grass or turf that is regularly mowed.
- G. LocalScapes®: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
- H. Mulch: Any material such as rock, bark, compost, wood chips or other material left loose and applied to the soil.
- I. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
- J. Paths: Designed routes between landscaped areas and features.
- K. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- L. Total Landscaped Area: Improved areas of the property that incorporate all the completed features of the landscape. The landscaped areas do not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

#### 5. Landscaping Requirements

- A. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush end assembly, and any other appropriate components.
- B. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
- C. Landscaped areas shall be provided with a WaterSense® labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut off capabilities.
- D. At least 3-4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
- E. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.
- F. Lawn shall not be installed in Park Strips, Paths, or on slopes greater than 25% or 4:1 grade and be less than 8 feet wide at its narrowest point. To the extent reasonably practicable. Lawn shall be free from obstruction (trees, signs, posts, valve boxes, etc.)
- G. In residential landscapes, the landscaping shall adhere to the following LocalScapes® requirements:
  - i. If size permits, the landscaped areas of the front yard and back yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
  - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.
  - iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.

- iv. Paths shall be made with materials that do not include Lawn, such as Hardscape, Mulch or other groundcover.
  - v. Lawn areas shall not exceed the greater of 250 square feet, or 35% of the Total Landscaped Area.
  - vi. Small residential lots, which have no back yards, for which the Total Landscaped Area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements in Section F, are exempt from the 8 feet minimum width Lawn area requirement.
- H. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of active Recreation Areas.
- I. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph F above). Applications to receive exceptions are to be considered on a case-by-case basis.
- J. These outdoor standards are not intended to conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may conflict with Utah law, such conflicting requirements shall not apply.