



Application for Water Utility Service Eastern Kane County

Phone: 435-644-3997 Fax: 435-644-8679 E-mail: kanecowater@gmail.com
725 E. Kaneplex Dr., Kanab, UT 84741 www.kcwcd.com

For Water Service at (address):
Date Service Active (Will Use Recorded Deed Information if Available):

Applicant:	
<small>Last Name</small>	<small>First Name</small>
Co-Applicant:	
<small>Last Name</small>	<small>First Name</small>

Primary Phone:	Secondary Phone:	Other Phone:
Mailing Address:		

E-Mail Address:	Send My Bill By: <input type="checkbox"/> Mail <input type="checkbox"/> E-Mail
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Employer Information

Applicant's Employer:	Co-Applicant's Employer:
Address:	Address:
City State Zip	City State Zip
Phone:	Phone:

Emergency Contact Information

Name:	Phone:	Relationship:
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Water Rate Schedules:

Usage Type	Rate	Water Included
Residential Standby (Meter Locked)	\$15.00	NO WATER -Base Rate Only
Residential Active Level 1-Minimum Fee ¾" Meter	\$40.00	0-10,000 Gallons per month
Residential Active Level 1-Minimum Fee 1" Meter	\$60.00	0-15,000 Gallons per month
Residential Active Level 1-Minimum Fee 1 ½" Meter	\$125.00	0-30,000 Gallons per month
Residential Active Level 1-Minimum Fee 2" Meter	\$200.00	0-50,000 Gallons per month
Residential Active Level 1-Minimum Fee 4" Meter	\$500.00	0-125,000 Gallons per month
Residential Active Level 1-Minimum Fee 6" Meter	\$1,000.00	0-250,000 Gallons per month
Residential Active Level 2- Plus \$2.00 per 1,000 gallons	2.00	10,001-15,000 Gallons per month
Residential Active Level 3- Plus \$2.25 per 1,000 gallons	2.25	15,001-20,000 Gallons per month
Residential Active Level 4- Plus \$2.50 per 1,000 gallons	2.50	20,001 – 25,000 Gallons per month
Residential Active Level 5- Plus \$2.70 per 1,000 gallons	2.75	25,001 – 30,000 Gallons Per month
Residential Active Level 6- Plus \$3.00 per 1,000 gallons	3.00	30,001 + Gallons per month

The undersigned hereby applies (apply) to the Kane County Water Conservancy District (hereinafter the "District") for culinary indoor water service and permission to connect the premises listed above (hereinafter the "Property") to the District water system. The undersigned hereby represent(s) and agree(s) to the Terms of Service outlined on the following page of this application, individually and on behalf of the owner(s) of the Property, effective as of the date signed.

Applicant's Signature	Date	Co-Applicant's Signature	Date
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Office Use Only: Parcel#: _____ Acct#: _____ Meter Reading: _____ Date: _____

Entered By: _____ Date Entered: _____



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Terms of Service

1. I (we) represent and warrant that I am (we are) the owner(s) of the property, or are trustees, partners, or other duly authorized representative(s) of the owner(s) of the Property, that I (we) have full power and authority to enter into this Agreement on our own behalf and on behalf of the owner(s) of the Property, and that the signature of no other person is required to bind the owner(s) of the Property to the terms of this Agreement. The term "I (we)" as used in this Agreement means and includes the signer(s) of this Agreement and individually the owner(s) of the Property if other than the signer(s) individually.
2. I (we) agree to pay all such charges for water service as are fixed from time to time by the District. I (we) understand that a base monthly fee for water service will be due even if no water is actually used on the Property.
3. I (we) agree that, unless installed already or otherwise agreed, the District shall install the necessary connection from its water main to a point on or near the Property line and shall install a water meter. I (we) understand that if not installed already, the District will endeavor to follow my (our) instructions as to the location of the water meter but ultimately the location of water lines, meter and related equipment shall be at the sole discretion of the District.
4. I (we) agree that if not installed already, all work and the cost of extending, maintaining, and repairing water lines from the meter to the point of use shall be my (our) responsibility.
5. I (we) agree to pay all impact and connection fees, unless said impact and connection fees have been paid by a previous owner, and all other fees and charges, established by the District in connection with this Agreement and water services hereunder. I (we) agree that the District may file with the County Recorder a Notice of Lien against the Property to secure payment to the District of any impact, connection and other fees financed by the District.
6. I (we) agree that the District reserves the right to inspect the culinary water system servicing the Property, both on and outside of the Property, and to require any corrections or improvements, at my (our) expense, necessary to meet the requirements of the District or any other government agency having jurisdiction to regulate the water system of the District.
7. I (we) agree that I (we) and the Property will be bound by all rules, regulations, and ordinances enacted now or hereafter by the District applicable to the District's culinary water system.
8. I (we) represent that the main purpose or use to be made of this water connection is culinary indoor use.
9. I (we) agree to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the property as they become due.
10. I (we) agree that in the event of any default hereunder, including failure to pay all sums due, whether for water service, District financed impact and connection fees or other District fees and charges, or for failure to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the Property, or in the event of failure of the undersigned or any occupant of the premises to comply with the rules, regulations and ordinances established by the District or in the event of any other default, the District shall have the following rights and remedies, all of which may be exercised concurrently or separately at the election of the District, the exercise of one not constituting waiver or any other:
 - a. The District may terminate water service to the property fifteen (15) days after mailing of written notice of intent to terminate services. Termination of services shall continue until all delinquencies and all applicable reconnection fees and charges are paid in full and until all other conditions of default have been eliminated.
 - b. The District may declare the entire remaining balance of all sums due hereunder, including all charges for water service and all unpaid District financed impact and connection fees and all other District fees and charges, immediately due and payable and may collect the same by enforcing any Notice of Lien previously filed, or by filing and enforcing an original Notice of Lien if no Notice of Lien has yet been filed or by filing and enforcing one or more additional Notices of Lien if any Notice of Lien has been filed previously. Any lien filed against the Property shall remain on the Property until paid or satisfied, and shall include additional fees and charges occurring after the filing of such lien without any amendment of the Notice of Lien being required. All fees and charges in default and not timely paid shall bear interest at the rate of eighteen percent (18%) per annum until paid with a minimum monthly late charge of \$5.00. The District may enforce this lien by civil action, including recovery of its attorney's fees and costs of court, and including the right of foreclosure and sale of the Property in the event the lien remains unsatisfied for a period of three (3) months.
 - c. The District may certify to the appropriate county authorities all past due charges for water service, all unpaid District financed impact and connection fees, and all other unpaid District fees and charges, which fees and charges will become a lien on the Property on a parity with and collectible at the same time and in the same manner as general county taxes that are a lien on the Property.
 - d. The District shall have the right to specifically enforce by civil action compliance with its rules, regulations, and ordinances, including recovery of its attorney's fees and costs of court, whether or not related to a default in the payment of fees and charges.
11. I (we) agree that in the event of sale or other title transfer of the Property, I (we) will pay off the total balance owed to the District including all charges for water service, all unpaid District financed impact and connection fees, and all other District fees and charges. If payment is not made prior to closing, I (we) authorize and direct the closing agent to pay all outstanding fees and charges at the time of closing on written confirmation from the District of the amount due.

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Entered By: _____ Date Entered: _____