

Contracting for Replacement Water

- 1 The Board shall consider water allotment requests from any individual or entity (the “Petitioner”) which petitions the District for the right to use replacement water for property owned by the Petitioner so long as water is available. Replacement water rates shall be set according to the schedule for the class of available untreated M&I water at the time of the approval. Before consideration of approval by the Board, the Petitioner must:
 - (i) complete proper District contract documents in their entirety for purchase of the right to use the water;
 - (ii) provide proof of property ownership described in the contract; and
 - (iii) submit payment in full with completed contract documents to the District.
 - (iv) provide a title report for the property described if required by the Board.
- 2 If the Petitioner is a mutual water company, homeowners association, partnership, corporation, limited liability company, or other public or private entity (hereinafter sometimes referred to as a “Service Provider”) and does not own the land being served, the Service Provider must also provide acceptable collateral to the District to secure the contract (or assignment) in addition to the requirements listed above. Such collateral must be described within a fully executed Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing in the form required by the District. If the Service Provider has taxing authority and agrees to impose and collect fees and charges sufficient for its annual O&M and other obligations to the District, the General Manager/CEO or Board of Trustees may waive the requirement that the Service Provider provide such collateral.
- 3 Unless otherwise exempted by the Board of Trustees as determined on a case-by-case basis, the Petitioner shall:
 - (a) purchase the right to use replacement water using the “Petition to Weber Basin Water Conservancy District for the Allotment of Water” for sales less than 5.0 acre-feet. After the initial purchase, annual charges will be assessed through the property taxes of the property described in the contract documents.
 - (b) purchase the right to use replacement water using the “Contract and Lien Between Weber Basin Water Conservancy District for the Sale and Use of Untreated Water” for sales of 5.0 acre-feet or greater. Beginning the year following the purchase, an annual billing will be sent on or around November 15th of each year with payment in full due by January 1st of the next year.
- 4 The Petitioner's use of the water shall also be subject to the rules and regulations prescribed by the Utah State Engineer.
 - (a) The Petitioner shall not use the allotted water in any way without first receiving an approved exchange application for the described property from the Utah Division of Water Rights. It is the responsibility of the Petitioner to make application and obtain such approved exchange application.
 - (b) New volumes of replacement water will not be sold in any areas where the Utah State Engineer has issued a groundwater moratorium.