



SUMMIT COUNTY SERVICE AREA #3
 629 Parkway Drive, Park City, UT 84098
permit@summitcosa3ut.gov - (435)-500-6276
 Website: bit.ly/SCSA3

DATE _____

Utility Permit Application

Date of request: _____ Intended Start Date: _____

Applicant Company Name: _____

Applicant Company Address: _____

Applicant Email & Phone: _____

Contractor Company & Contact: _____

Primary Contact for Project: _____

Description of Project: _____

Project Address or Description of Area: _____

Project Start & End Date: _____

IMPACT OF PROJECT

- | | | | |
|------------------------------|-----------------------------|----------------------|------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Traffic Control | Please attach traffic control plan |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Road Closure | Please attach road closure plan |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Asphalt cut required | Describe: _____ |

Notes: _____

FEES

- Utility Construction Permit Project Fee: \$1,000 per project for utility company
- Road Closure Permit: \$5,000 plus \$1,000/day for Silver Creek Road. \$2,500 permit fee plus \$500/day for all other roads.
- Asphalt Cut Permit fee: \$3,000 plus \$250 per square foot

Total fees due: _____

Signature Required on the last page under Terms and Conditions

Utility Permit Application Requirements

- ❑ Complete Application by Utility Company, Contractor or Homeowner
 - ❑ Full scope of project plans
 - ❑ Traffic Control Plan and road closure plan
 - ❑ Certificate of Insurance naming Summit County Service Area #3 as an additional insured.
 - ❑ Permit Fees - Checks made out to Summit County Service Area #3
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Additional Information

- Checks should be made payable to: Summit County Service Area #3.
- Credit card payments are accepted but are subject to a 2.9% processing fee. We accept Mastercard, Visa, Discover, and American Express
- Service Area #3 in person office hours are:
Monday - Thursday - 10:00am - 3:00pm, Friday by appointment.
- Service Area #3 office is located at: 629 Parkway Drive, Suite 1, Park City, UT 84098
- All required plans, permits and payments must be submitted before work commences to give us time to notify Silver Creek residents and review the plans. Failure to secure a permit before work starts will result in a fee which is doubling the cost of the permit fee.
- Completed applications and plans should be submitted to permit@summitcosa3ut.gov.
- In case of emergency, please call Chris Bullock (435) 500-6613

TERMS AND CONDITIONS FOR UTILITY PERMITS:

5.4 Track Out Damage Tracking out or discarding of mud, rocks, fill materials, refuse, or any other substances in Service Area Rights-of-Way (herein "Track Out Damage") is strictly prohibited and must be immediately remedied. If the Track Out Damage is not immediately remedied, the Service Area shall impose the applicable fees in the Fee Schedule as well as any and all costs incurred by the Service Area associated with damage to the Service Area Rights-of-Way and clean up of the Track Out Damage. The Service Area shall provide written notice of fees and costs incurred for the Track Out Damage in accordance with Section 8.0 of this Regulation. Within thirty (30) days of receipt of the written notice, the Property Owner may appeal the written notice to the General

SECTION 6.0 Permits Generally 6.1 Service Area Permits are valid for 180 days from the date of issuance and may renewed for an additional 90 days prior to expiration. 6.2 All Permits must include all applicable plans, including designs, specifications, schedules, and any other information reasonably requested by the Service Area related to the activity. 6.3 A Permit for Construction Activity may include more than one Construction Activity. 6.4 Permits for new construction or remodeling may require a Water Usage Evaluation and Meter Inspection as determined by the General Manager or the General Manager's designee. 6.5 Permits may be revoked by the Service Area for any permit application misrepresentation, any violation of Service Area Regulations, or if the County Permit expires or is otherwise revoked or invalid. Revoked Permit fees are nonrefundable. 6.6 When a deposit or bond is required a Permit, the Property Owner must notify the Service Area when the Construction Activity is completed and request a refund in writing, identifying the lot number, permit, the Property Owner's name and address, the reasons supporting the request for refund, the date construction started and ended, the Service Area Inspection dates, and any other applicable information. The Property Owner must submit the refund request to the General Manager within thirty (30) calendar days of completion of the Construction Activity. 6.7 Permits shall not be issued to the applicant if: the applicant has unresolved or pending violations under any Service Area Regulations, the permit application is incomplete or illegible, or if the fees and other applicable amounts in the Fee Schedule are not paid in full. 6.8 Permits shall not be issued to the applicant if the activity requested thereunder violates any Regulation under the Service Area or any rule, regulation, or requirement of any other governing Entity with jurisdiction over the Construction Activity, or any other applicable law. 6.9 As a condition of each Permit issued by the Service Area, the Property Owner agrees to reimburse all documented costs and fees incurred by the Service Area, if any, for enforcing the Property Owner's compliance with this Regulation, including reasonable attorney's fees incurred in collecting the amount due. 6.10 Permit Process. Any party or entity seeking a Service Area Permit shall apply to the Service Area as follows: 6.10.01 Complete a Service Area Permit Application for the applicable activity as set forth in this Regulation. 6.10.02 Submit all plans, designs, specifications, and information requested by the Service Area with the Service Area Permit Application. Page 11 of 17 6.10.03 Service Area staff shall review the Service Area Permit Application and the information submitted with the Service Area Permit Application to verify that the foregoing comply with all Service Area Regulations. Service Area staff shall also verify that the applicant does not have any current or pending violations under Service Area Regulations. 6.10.04 Service Area staff shall either approve the Service Area Permit Application and issue the Permit or deny the Service Area Permit Application. If the Service Area Permit Application is denied, Service Area staff shall provide a letter to the applicant identifying reasons for the denial. Applicant shall have the right to appeal the decision of the Service Area staff under Section 12.0 of this Regulation. 6.11 All contractors, subcontractors, or other persons or entities performing Construction Activities within the Service Area must meet the qualifications under Section 7.15 of this Regulation. SECTION 7.0 Construction Activity Within Service Area 7.1 Permits Required. Any Construction Activity within the Service Area requires the issuance of Service Area Permits in accordance with Section 6 of this Regulation and any other applicable permits from governing entities with jurisdiction over the Service Area. Permitting exemptions from other governing entities with jurisdiction over the Service Area are not applicable to the Service Area under this Section 7.1. Construction Activity includes all uses, including, but not limited to, residential, non-residential, commercial, and agricultural. Construction Activities performed under Emergency conditions to prevent imminent loss of life or damage to significant property shall not require permits. 7.2 Road Protection Deposit Required. Except for Construction Activity that requires a completion bond, all Construction Activity in the Service Area requires a Road Protection Deposit. The Service Area shall hold the Road Protection Deposit until completion of the Construction Activity. Upon completion of the Construction Activity, the Service Area shall refund the Road Protection Deposit provided that the Construction Activity complies with Service Area Regulations and has not resulted in any damage, injury, or impairment to Service Area Rights-of-Way. In the event of a foregoing noncompliance or Service Area Rights-of-Way damage, injury, or impairment, the Service Area shall deduct from the Road Damage Deposit the appropriate amounts to repair, restore, correct, or otherwise cure the defect or defects. The Service Area shall issue an itemized statement to the owner of the Road Protection Deposit of all amounts deducted. Nothing in this Section shall be interpreted to prevent the Service Area from pursuing the collection of additional monetary damages in the event that the cost to repair, restore, correct, or otherwise cure the defect or defects exceeds the amount of the Road Protection Deposit. 7.3 Water Usage Evaluation and Meter Inspection. Page 12 of 17 All Construction Activity that involves new construction or remodeling may require a Water Usage Evaluation and Meter Inspection as determined by the General Manager or the General Manager's designee. 7.4 Encroachment Agreement. An Encroachment Agreement is required for the following Construction Activities: Road Construction, Driveway/Culvert Construction, and Second Driveway Encroachment. An Encroachment Agreement may be required, as determined by the General Manager or the General Manager's designee, for any Construction Activity that involves Encroachment as defined herein this Regulation. 7.5 Road Closure. Construction Activity that requires a temporary road closure, in whole or in part, must be approved by the Service Area for issuance of a Service Area Permit. The Service Area shall impose requirements regarding safety, timing of closures, and notices to the Service Area. 7.6 Utility Construction. Utility construction is a Construction Activity related to the installation or construction of utilities within the Service Area Rights-of-Way, including, but not limited to: gas lines, power lines, telecommunication lines, and all equipment and facilities associated therewith required to provide service. 7.6.1 Relocation of Service Area Water Lines. Relocation of Service Area Water Lines is a Construction Activity for which a Service Area Relocation Agreement is required. All costs associated with the relocation of Service Area water lines shall be paid by the applicant or requestor of the relocation. 7.7 Driveway Construction/Culverts. The construction or reconstruction of a driveway, second driveway, additional driveways, or parking lot are Construction Activities and require completion and warranty bonds for issuance of a Service Area Permit. A minimum width of twelve (12) feet shall be required for all driveways. Driveways shall be constructed in accordance with the Service Area Roads Standards set forth in Section 7.16. If the Roads Standards can not be reasonably applied, the General Manager, or his designee, shall establish specifications for the driveway construction. All driveways shall be constructed using a culvert at each surface drainage feature which will extend two (2) feet on either side of the driveway. Each culvert will have a diameter of not less than eighteen (18) inches, unless written authorization for either a smaller culvert or no culvert is obtained from the Service Area. Drainage areas of the Service Area may require larger culverts. Each culvert shall be aligned in the drainage feature to receive and discharge flows at the appropriate location so as not to block drainage. Each driveway shall have a gutter depression parallel to the road drainage not less than two (2) inches above and not more than six (6) inches below the road shoulder elevation to provide drainage from the driveway to the drainage feature. Page 13 of 17 7.7.1 Second Driveway Encroachments/Additional Driveways. Second Driveways and additional driveways require the payment of an additional fee for Service Area Rights-of-Way Encroachment as set forth in the Fee Schedule and may require the execution of an Encroachment Agreement if the impact of the encroachment is significant, as determined by the General Manager or the General Manager's designee. 7.7.2 Applicability. This Section 7.7 applies to all driveways and culverts within the Service Area. Driveways and culverts built prior to the enactment of this Section 7.7 that do not comply with the requirements of this Section 7.7 shall be

required to comply with this Section 7.7 when the General Manager or the General Manager's designee chooses to upgrade the road and drainage system adjacent to the noncompliant driveway and/or culvert. In the event of the foregoing upgrade, the Service Area shall provide written notice to the Property Owner of the road and drainage system upgrade. The Property Owner shall bring the driveway and/or culvert into compliance with this Section within ninety (90) days of receipt of the written notice of the upgrade. 7.8 Excavation Activity. Excavation Activity is a Construction Activity and requires completion and warranty bonds for issuance of a Service Area Permit. 7.9 Grading Activity. Grading Activity is a Construction Activity and may require an Encroachment Agreement, as determined by the General Manager or the General Manager's designee. 7.9 Asphalt Cuts. Any Construction Activity that requires cutting the improved roads of Service Area Rights-of-Way requires a Service Area Permit. Asphalt Cut Permit fees pursuant to the Fee Schedule may be adjusted by the General Manager, under the following conditions: 7.9.1 The Asphalt Cuts are incorporated into a Service Area Permit for a separate Construction Activity and the repair of and/or damage to the Rights-of-Way is addressed by the requirement of bonds or other security; and 7.9.2 The Construction Activity provides a public benefit to the Service Area and strict enforcement of the Asphalt Cut fees under the Fee Schedule would be too financially prohibitive for the Construction Activity to be completed. 7.10 Cut and Fill. Cut and Fill involves the process of soil or rock removal from higher areas and adding that material to lower areas to level the grade of an area. Cut and Fill is a Construction Activity and the fees are calculated per 100 cubic yards pursuant to the Fee Schedule. 7.11 Road Construction. Page 14 of 17 Road Construction is a Construction Activity and requires completion and warranty bonds for issuance of a Service Area Permit. Road construction must be completed on or before October 31. In the case of untimely completion of the Road Construction, the Service Area may withdraw and retain a lump sum fine of ten percent (10%) of the estimated cost of the Road Construction and an additional \$100.00 per day from the bond until completion of the Road Construction. All appropriate measures, as determined by the General Manager, or his designee, shall be taken to ensure the Service Area Right-of-Way is passable by vehicle during the winter months. 7.12 Inspections/Site Visits. All Construction Activities require a minimum of two Service Area inspections, with additional inspections as necessary based on the nature of the Construction Activity. The Service Area shall, at a minimum, make an inspection prior to commencement of the Construction Activity and document conditions, and make another inspection at the completion of the Construction Activity and document conditions. Fees for inspections/site visits are set forth in the Fee Schedule and shall be paid with the Service Area Permit Application. 7.13 Completion/Warranty Bonds. When required under this Section, a completion bond in an amount equal to the cost of the Construction Activity, or as otherwise set forth in Fee Schedule or determined by the Service Area after evaluation, shall be provided to the Service Area in a form approved by the Service Area. The completion bond may be with a surety company licensed to do business in the State of Utah, an irrevocable letter of credit with a financial institution that is FDIC insured, or cashier's check made payable to the Service Area. The completion bond shall be returned upon completion of the Construction Activity provided that the Construction Activity complies with all Service Area Regulations. If the completed Construction Activity is in violation of Service Area Regulations or is otherwise incomplete, the Service Area may use the bond funds to correct the violation or complete the Construction Activity. The Service Area may also require warranty bond for the completed Construction Activity if such activity involves improvements dedicated to, and accepted by, the Service Area. The warranty bond amount shall be 10% of the cost of the Construction Activity or dedicated improvement and shall be held by the Service Area for a period of 1 year. The Service Area may use warranty bond funds to correct any violation of Service Area Regulations or otherwise correct, repair, or restore the Construction Activity or dedicated improvement. The Service Area shall deliver an itemized statement of costs to the bond issuer and responsible party for any funds used by the Service Area, which shall include (i) the permit number and location of the Construction Activity; (ii) reason for draw; (iii) amount and basis of draw amount; and (d) statement that additional draws may be necessary for reasons as stated therein. 7.15 Professional Standards for Construction Activity Contractors. All contractors, subcontractors, or entities employing the same, that provide services in the Service Area must be licensed, insured, and bonded in accordance with the Utah Division of Page 15 of 17 Occupational and Professional Licensing. All licenses and entity registrations must be in good standing. The General Manager, or the General Manager's designee, may request additional information related to experience and qualifications prior to approval. 7.16 Roads Standards. All Service Area Road Construction shall meet the requirements of the County. The General Manager, or the General Manager's designee, may require additional specifications if conditions warrant as determined by the General Manager or designee. 7.17 Development/Encroachment Agreements. A Construction Activity involving the new construction or remodel of greater than ten thousand (10,000) square feet requires a Service Area Agreement addressing the protection of Service Area Rights-of-Way.

BY MY SIGNATURE BELOW, I HEREBY REPRESENT THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND CONDITIONS AND AGREE TO COMPLY WITH ALL SUMMIT COUNTY SERVICE AREA #3 RULES, REGULATIONS, AND POLICIES. I UNDERSTAND THAT ANY VIOLATIONS THEREOF MAY RESULT IN ADDITIONAL FEES, FINES, OR PENALTIES NOT SPECIFICALLY SET FORTH HEREIN OR DEDUCTIONS FROM ANY DEPOSITS HELD BY SUMMIT COUNTY SERVICE AREA #3.

I HEREBY CERTIFY, REPRESENT, AND WARRANT THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT ANY MISLEADING, INCORRECT, OR OMITTED INFORMATION SHALL RESULT IN THE REVOCATION OF PERMIT AS WELL AS THE PROSECUTION OF THE FULL PENALTIES PRESCRIBED BY LAW.

Signature of Applicant

Date