



San Gorgonio Pass Water Agency

**APPLICATION FOR SGPWA WATER SERVICE
IN ACCORDANCE WITH SGPWA ORDINANCE NO. 8**

1. APPLICANT NAME: _____

2. LEGAL CAPACITY:

Public Agency (enabling law): _____
 Public Utility (enabling law): _____
 Mutual Water Company PUC Regulated Water Company
 Private Water Company Partnership Individual
 Limited Liability Company (State): _____
 Corporation (type and State): _____

3. TYPE OF USE:

Municipal Industrial Agriculture Recreation
 Ground Water Recharge Other _____

4. QUANTITY and FLOW RATES:

Maximum Flow Rate (cfs) _____ Minimum Flow Rate (cfs) _____

FIRST YEAR QUANTITY REQUESTED BY MONTH FOR (Acre-Feet)

January:	July:
February:	August:
March:	September:
April:	October:
May:	November:
June:	December:

TOTAL ANNUAL QUANTITY FIRST YEAR: _____

YEARS 2 through 5 ANNUAL QUANTITY (acre feet) :

2ND: _____ 3RD: _____ 4TH: _____ 5TH: _____

STAFF USE ONLY

First Application Renewal Application Assigned to: _____

Date Accepted: _____ Board Hearing Date: _____

Staff Recommendation: _____

Environmental Finding: Exempt De Minimus Negative Declaration
 Mitigated Negative Declaration EIR

5. LOCATION OF USE (indicate all areas where SGPWA water will be used):

- Township, Range, Section, ¼ ¼: _____
- Assessors Parcel Number: _____

6. FACILITIES CONSTRUCTION (describe all physical facilities that will be constructed as a result of this application, including specific connections to SGPWA owned facilities—attach design preliminary design if available): _____

7. LOCATION OF DELIVERY (indicate where connection will be made to SGPWA system):

- Township, Range, Section, ¼ _____
- Assessors Parcel Number: _____
- SGPWA Pipeline Station if known _____

8. TREATMENT (describe water treatment facilities (if any) that will be used for the purpose of use intended by the applicant): _____

9. ACKNOWLEDGMENT BY APPLICANT:

Applicant acknowledges and agrees to the following by signature below:

- SGPWA water service will at all times be in accordance with SGPWA Ordinance No. 8, and any other rules and regulations as may be amended, adopted or mandated by the SGPWA Board of Directors or any entity of the State of California. SGPWA water service is wholesale in nature. Due to the annual variable nature of the SGPWA water supply, SGPWA water deliveries shall not constitute a vested right to a fixed amount of SGPWA water each year or to any specific level of pressure.
- SGPWA water service shall be subject to all of the terms and conditions of SGPWA's SWP contract with DWR, including delivery interruption by reason of DWR and/or SGPWA's requirements for maintenance and operation of its facilities or by reason of demand in excess of SGPWA's Table A Amount. SGPWA water is raw and untreated, and SGPWA makes no representation as its quality with respect to suitability for any particular purpose.

- Applicant agrees to fund all costs that result from processing this application and/or from construction of facilities required to provide the service requested, including but not limited to: environmental review; circulation of the application for review by the public; engineering analysis and design; and, construction of related physical facilities. The applicant will deposit sufficient funds with the SGPWA prior to expense being incurred by SGPWA.
- Applicant agrees to pay charges for SGPWA water delivered at established SGPWA rates within 30 days after SGPWA invoice. The Applicant shall not use the water delivered by SGPWA outside of SGPWA.
- Applicant agrees to defend, indemnify and hold harmless SGPWA, its directors, officers, agents and employees from and against any and all claims, demands, losses, costs, expenses, liability and damages, including but not limited to reasonable engineers' and attorneys' fees, arising out of or related to (i) the control carriage, handling, use, disposal, or distribution of water delivered by SGPWA after the point of delivery; (ii) the attachment to or removal of Applicant's facilities to those of SGPWA; and (iii) the environmental review and approval for this Application. This covenant to defend, indemnify and hold harmless shall survive the termination of SGPWA's water service to Applicant.

Applicant

Signature

Printed Name

Title

Date