

M E M O

TO: Board of Directors

FROM: District Manager

SUBJECT: AGREEMENT FOR WATER SERVICE; APN 084-261-29

DATE: December 13, 2007

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and approve the attached resolution authorizing and directing the District Manager to execute the subject agreement on behalf of the District.

BACKGROUND:

David Bell applied for water service to APN 084-261-29 generally located off Short Street, Boulder Creek, CA. See Attachment 1. Staff review indicates that the District has no water distribution facilities at this location and recommends that water service be provided by a long service line agreement. The water meters would be generally located on Short Street, Boulder Creek, CA.

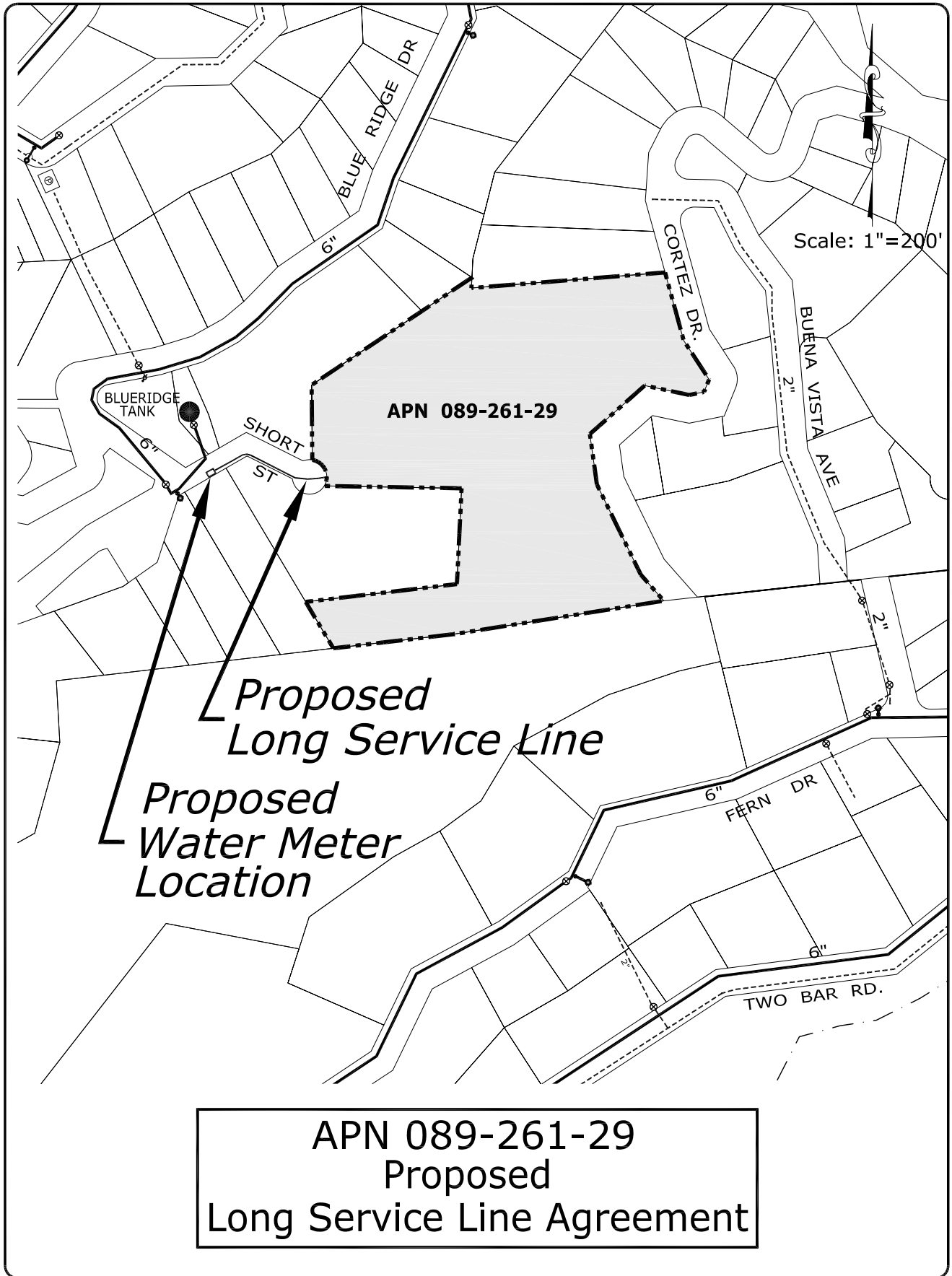
In the past the District has authorized long service line agreements where future water mainline extensions were not likely to be constructed. In order to install long service lines, it is necessary for the application to cross privately owned parcels. The applicant is required to provide the District with proof of rights-of-way. The applicant is required to participate in any future water mainline extension should such mainline provide service to the subject parcel.

It is recommended that the Board of Directors approve the attached resolution which authorizes a long service line agreement for David Bell, APN 084-261-29

James Mueller
District Manager

JAM/bsb

Attachments



**APN 089-261-29
Proposed
Long Service Line Agreement**



San Lorenzo Valley Water District
 Serving the San Lorenzo Valley Since 1941
 13060 Highway 9
 Boulder Creek, California 95006
 Phone: (831) 338-2153 Fax: (831) 338-7986
 www.SLVWD.com

Attachment 1

SLVWD Dwg. No. 2240-A
 February 2008

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (07-08)

SUBJECT: APPROVAL OF AGREEMENT REGARDING WATER SERVICE FOR DAVID BELL, APN 084-261-29.

WHEREAS, David Bell desire to receive service as customers of the District; and

WHEREAS, his property, APN 084-261-29, generally located off Short Street, Boulder Creek, California, is situated within the boundaries of the District; and

WHEREAS, said parcel is within the District's service area; and

WHEREAS, service will be by long service lines from a water meter generally located on Short Street, Boulder Creek; and

WHEREAS, the District and David Bell are interested in providing service to said parcel and this agreement provides the covenants necessary to resolve the current situation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the District Manager is authorized and directed to execute the agreement regarding service to David Bell, APN 084-261-29, on behalf of the District.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 21st day of February, 2008, by the following vote of the members thereof:

AYES:
NOES:
ABSTAIN:
ABSENT:

District Secretary
San Lorenzo Valley Water District

Recorded by and for the Benefit of:
SAN LORENZO VALLEY WATER DISTRICT

And when recorded mail to:

SAN LORENZO VALLEY WATER DISTRICT
DISTRICT SECRETARY
13060 HIGHWAY 9
BOULDER CREEK CA 95006

To be recorded at no fee for the benefit of the District Per Government Code 27383

**AGREEMENT FOR INSTALLATION OF
WATER SERVICE
DAVID BELL
APN 084-261-29**

THIS AGREEMENT is made this _____ day of February 2008 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and DAVID BELL, hereinafter referred to as "APPLICANT".

W I T N E S S E T H

WHEREAS, APPLICANT desires to receive water service as customers of DISTRICT; and

WHEREAS, APPLICANTS' property, APN 084-261-29, generally located on Short Street, Boulder Creek, California, is situated within the boundaries of DISTRICT; and

WHEREAS, APPLICANTS' parcel is within the DISTRICT'S service area; and

WHEREAS, the meter review sheet of APPLICANTS' parcel indicates that a main extension is required by DISTRICT policy to serve this parcel; and

WHEREAS, it is unlikely that a water mainline extension will be constructed for this parcel; and

WHEREAS, service will be by a long service line from a meter generally located on Short Street; and

WHEREAS, DISTRICT and APPLICANT is interested in providing service to APPLICANTS' parcel, and this Agreement provides the covenants necessary to resolve the current situation;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms of service to APPLICANTS.

2. TERM. The term of this Agreement shall be from the date this Agreement is first approved by the Board of Directors, until all covenants of this Agreement are completed and accepted by DISTRICT or its successors, or a period of three (3) years, whichever occurs first.

3. APPLICANTS' PARCEL. APPLICANTS' parcel, which is the subject of this Agreement, is APN 084-261-29, generally located off Short Street, Boulder Creek, in an unincorporated area of Santa Cruz County, California.

APPLICANTS' OBLIGATIONS

4. WATER SERVICE. APPLICANTS shall, at APPLICANTS' own cost, install, maintain, and operate a water service on APPLICANTS' side of the meter, subject to DISTRICT inspection and approval. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is generally located on Short Street. No leak adjustment will be granted for this service. All water lost on APPLICANTS' side of meter due to faulty or leaking plumbing fixtures shall be paid for by APPLICANT. APPLICANT shall, at his own expense, be responsible for repair of the service line to APPLICANTS' parcel. The water meter shall be located within the public domain.

5. RIGHTS-OF-WAY. APPLICANT shall be responsible for obtaining and maintaining all rights-of-way necessary for the APPLICANTS' service line and all necessary appurtenances thereto. APPLICANT shall provide DISTRICT with proof of said rights-of-way prior to service installation.

6. RIGHTS-OF-WAY INDEMNIFICATION. APPLICANT understands the DISTRICT provides water service pursuant to this Agreement for the benefit of APPLICANT and that physical connection between the DISTRICT'S water service meter and the APPLICANTS' parcel will be installed, maintained and operated by the APPLICANT over property which APPLICANT own or has the legal right to use for these purposes. DISTRICT relies on APPLICANTS' representations that APPLICANT have such rights. DISTRICT makes no independent investigation of this matter. As additional consideration for this Agreement, APPLICANT agrees that in the event of any dispute involving APPLICANT, DISTRICT and/or any third party regarding any ownership or control of the property in, on and over which DISTRICT and/or APPLICANT have installed facilities to serve APPLICANTS' parcel, APPLICANT will defend, indemnify and hold harmless DISTRICT, its officers,

employees, agents and contractors from and against any and all liability which DISTRICT may incur for damages, including all costs, expenses, and attorney's fees related to any disputes including litigation concerning APPLICANTS' rights to use the property in which DISTRICT and/or APPLICANTS' facilities have been installed for the purposes set out in this agreement.

7. INSTALLATION OF METER. APPLICANTS shall request meter installation in writing. All fees shall be refundable until APPLICANTS requests meter to be installed.

8. PAYMENT OF FEES. APPLICANT shall pay the following fees and deposit as stated herein:

a) Connection charge (3/4-inch meter)	4,966.00
b) Service Installation Deposit	2,000.00
c) Establishment Deposit	20.00
c) Account Deposits	75.00
Total Fees	\$7,061.00

The service installation deposit shall be for the cost of installation of the service. APPLICANT shall receive an accounting of the cost. Should the cost of installation exceed the deposit, APPLICANT shall pay DISTRICT the difference. Should the actual cost of installation be less than the deposit, DISTRICT shall refund APPLICANT.

9. COMPLIANCE. APPLICANT shall comply with all other DISTRICT rules or ordinances not expressly waived by this Agreement.

10. ADDITIONAL CONNECTION FEE. Additional connection fees shall be required should the plumbing plan of any actual house or houses require larger meter in compliance with DISTRICT codes Any additional connection fee shall be in accordance with the fee schedule in effect at the time of plan submittal. At any time in the future should additional dwelling units be added to the subject parcel; additional connection fees shall be collected by DISTRICT and paid by APPLICANT in accordance with DISTRICT ordinance. APPLICANT shall not connect any additional houses to this service without the expressed written approval of DISTRICT.

11. PARTICIPATION IN FUTURE MAIN CONSTRUCTION. APPLICANT shall not oppose, protest, or take any exception to the formation of, or his participation in, an assessment district or other methodology for financing and installing any water system capital improvements abutting or benefiting the subject parcel. APPLICANT shall not oppose any Planning Commission review of water main extensions into this area. APPLICANT shall execute documents as may be

required to contribute his assessed share of the cost of the capital improvements and/or proceedings.

12. HOLD HARMLESS. APPLICANT agree that they shall assume the defense of, and indemnify and save harmless the DISTRICT and its officers, agents and employees from all suits, actions, damages or claims of every name and description, to which the DISTRICT may be subjected or put by reason of damage or injury to persons or property arising out of or resulting from this Agreement, including, but not limited to, the execution of the work; the negligence or carelessness on the part of the APPLICANT, their agents or employees; or by or on account of any act or omission of APPLICANT, their agents or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

DISTRICT'S OBLIGATIONS

13. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANT. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANTS' frontage on APN 084-261-29 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

14. SERVICE CONNECTION. Upon payment of all fees, re-evaluation of sizing requirements, proof of applicable rights-of-way and after APPLICANTS' written request to install the meter, DISTRICT shall install water service on Short Street.

GENERAL

15. NOTICE. All written notices to the parties hereto shall be sent United States mail, postage prepaid by registered mail, return receipt requested, addressed as follows:

DISTRICT:
James A. Mueller
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006-9119
(831) 430-4625

APPLICANTS:
David Bell
500 Logan Creek Road
Boulder Creek, CA 95006
(831)246-3410

Changes to the above addresses and persons can be made by the same form of notice.

17. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANTS do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreement for such party. Signature by APPLICANT or their agents in this Agreement shall be

notarized and shall make the APPLICANT or their agents personally liable for any unpaid costs. APPLICANT agrees to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANT:

James A. Mueller, District Manager
San Lorenzo Valley Water District

David Bell

Attest:

Brandon Barchi, District Secretary
San Lorenzo Valley Water District