

M E M O

TO: Board of Directors

FROM: District Manager

SUBJECT: AGREEMENT FOR WATER SERVICE; APN 89-421-08

DATE: July 29, 2005

RECOMMENDATION:

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

BACKGROUND:

On June 30, 2005, Ms. Penny Slinger-Hills applied for water service to APN 89-421-08 generally located off Bear Creek Road, Boulder Creek. 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 meter would be generally located on Oak Knoll Court. APN 89-421-08 is a vacant parcel.

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 APN 89-421-08.

James Mueller
District Manager

JAM/kas
Attachments

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. (05-06)

SUBJECT: APPROVAL OF AGREEMENT REGARDING WATER SERVICE
FOR PENNY SLINGER-HILLS, APN 89-421-08, 350, BOULDER
CREEK

WHEREAS, Penny Slinger-Hills desires to receive service as a customer
of the District; and

WHEREAS, the Hills' property, APN 89-421-08, generally located off
Bear Creek Road, Boulder Creek California, is situated within the boundaries of the
District; and

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

WHEREAS, service will be by long service line from a water meter
generally located on Oak Knoll Court; and

WHEREAS, the District and Penny Slinger-Hills are interested in
providing service to this 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 President is authorized and directed to
execute the agreement regarding service to Penny Slinger-Hills, APN 89-421-08, 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 4th
day of August, 2005, by the following vote of the members thereof:

AYES:

NOES:

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

**AGREEMENT FOR INSTALLATION OF
WATER SERVICE
PENNY SLINGER-HILLS
APN 089-421-08**

THIS AGREEMENT is made this _____ day of August, 2005 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and PENNY SLINGER-HILLS, 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, APPLICANT'S property, APN 089-421-08, generally located off Rebecca Road in Boulder Creek, California, is situated within the boundaries of DISTRICT; and

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

WHEREAS, the meter review sheet of APPLICANT'S 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 Oak Knoll Court; and

WHEREAS, APPLICANT agrees to waive the 20-psi minimum pressure requirement of the DISTRICT; and

WHEREAS, DISTRICT and APPLICANT are interested in providing service to APPLICANT'S 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 APPLICANT.

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. APPLICANT'S PARCEL. APPLICANT'S parcel, which is the subject of this Agreement, is APN 089-421-08, generally located off Bear Creek Road in Boulder Creek, in an unincorporated area of Santa Cruz County, California.

APPLICANT'S OBLIGATIONS

4. WATER SERVICE. APPLICANT shall, at APPLICANT'S own cost, install, maintain, and operate a water service on APPLICANT'S side of the meter, subject to DISTRICT inspection and approval. APPLICANT understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is on the suction side of the DISTRICT'S existing Bear Creek Estates Hydro-Pneumatic Booster Pump Station. No leak adjustment will be granted for this service. All water lost on APPLICANT'S 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 APPLICANT'S 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 APPLICANT'S

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 APPLICANT'S parcel will be installed, maintained and operated by the APPLICANT over property which APPLICANT owns or has the legal right to use for these purposes. DISTRICT relies on APPLICANT'S representations that APPLICANT has 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 has installed facilities to serve APPLICANT'S 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 APPLICANT'S rights to use the property in which DISTRICT and/or APPLICANT'S facilities have been installed for the purposes set out in this agreement.

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

8. WATER PRESSURE. APPLICANT agrees to waive the 20-psi minimum pressure requirement of DISTRICT. APPLICANT agrees to provide at APPLICANTS sole expense their own private booster pump, and all necessary appurtenances thereto, on APPLICANT'S side of the meter. Installation and maintenance of the private booster pump facilities, and all necessary appurtenances thereto, shall be the APPLICANT'S responsibility.

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

- | | | |
|----|------------------------------------|-------------|
| a) | Connection Fee for
(3/4" meter) | \$ 4,966.00 |
| b) | Service Installation Deposit | 1,500.00 |
| c) | Cross Connection | 500.00 |

d)	Account Establishment Charge	20.00
e)	Account Deposit	<u>75.00</u>

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. Additional connection fees shall be required should the plumbing plan of any actual house or houses require larger meter in compliance with DISTRICT code. Any additional connection fee shall be in accordance with the fee schedule in effect at the time of plan submittal.

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

11. ADDITIONAL CONNECTION FEE. 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.

12. 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.

13. HOLD HARMLESS. APPLICANT agrees 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, his agents or employees; or by or on

account of any act or omission of APPLICANT, his agents or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

DISTRICT'S OBLIGATIONS

14. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANTS. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANT'S frontage on APN 089-421-08 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

15. SERVICE CONNECTION. Upon payment of all fees, re-evaluation of sizing requirements, proof of applicable rights-of-way and after APPLICANT'S written request to install the meter, DISTRICT shall install water service on Oak Knoll Court.

GENERAL

16. 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

APPLICANT:

Penny Slinger-Hills
PO Box 644
Boulder Creek, CA 95006-0644

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

17. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANT 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 his agents in this Agreement shall be notarized and shall make the APPLICANT or his 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

Penny Slinger-Hills

Attest:

District Secretary
San Lorenzo Valley Water District

SUBJECT PARCEL
APN 89-421-08

R/S MAP LANDS OF
RICHARD A. DAVIS
43MB14
2/19/65

1/4 Sec. Line

1/4 Cor. Con. Sec. 16

Note - Assessor's Parcel & Block
Numbers Shown in Circles.

**EXISTING
DISTRICT FACILITIES**

**PROPOSED
METER LOCATION**

Assessor's Map No. 89-42
County of Santa Cruz, Calif.
Dec., 1999

SEC. 16
SEC. 21

