

M E M O

TO: Board of Directors

FROM: District Manager

DATE: January 29, 2007

SUBJECT: AGREEMENT FOR WATER SERVICE; APN 89-431-02

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:

On June 1, 2004, Mr. Joseph Sundram applied for water services to APN 89-431-02 generally located at 620 Timberwood Road, Boulder Creek. Staff review indicates that the District has no water distribution facilities located on this portion of Timberwood Road. At the January 18, 2007 Board of Directors Meeting your Board approved an agreement for Purchase of Real Property Interest APN 089-431-29. Said agreement will allow the District to extend a new water mainline from the Ralston Ridge Road Tank to the Timberwood Road. From the location of the new water mainline along Timberwood Road Mr. Sundram needs a long service line to the subject parcel. See Attachment 1.

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 right-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 89-431-02.

James Mueller
District Manager

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. _____(06-07)

SUBJECT: APPROVAL OF AGREEMENT REGARDING WATER SERVICE FOR JOSEPH SUNDRAM, APN 89-431-02, 620 TIMBERWOOD ROAD, BOULDER CREEK.

WHEREAS, Joseph Sundram desires to receive service as a customer of the District; and

WHEREAS, the Sundram property, APN 89-431-02, generally located at 620 Timberwood 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 meter located on Timberwood Road and;

WHEREAS, the District and Joseph Sundram 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 District Manager is authorized and directed to execute the agreement regarding service to Joseph Sundram, APN 89-431-02, on behalf of the District. Further be it resolved that the District Manager is authorized and directed to record said agreement 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 1st day of February 2007, by the following vote of the members thereof:

AYES:

NOES:

ABESENT:

Brandon Barchi
District Secretary
San Lorenzo Valley Water District

**AGREEMENT FOR INSTALLATION OF
WATER SERVICE
JOSEPH SUNDRAM
APN 089-431-02**

THIS AGREEMENT is made this _____ day of February, 2007 by and between the San Lorenzo Valley Water District, hereinafter referred to as “DISTRICT” and JOSEPH SUNDRAM, 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 089-431-02, generally located at 620 Timberwood 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 service 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 Timberwood Road; 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 the 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 089-431-02, generally located 620 Timberwood Road in Boulder Creek, in an unincorporated area of Santa Cruz County, California.

APPLICANT'S OBLICATIONS

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 not contiguous with the APPLICANT'S parcel. 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 appurtenance 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 control 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 service 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 these purposes set out in this agreement.

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

8. 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	2,000.00
c) Cross Connection	500.00
d) Account Establishment Charge	20.00
e) Account Deposit	<u>75.00</u>
Total Fees	\$7,561.00

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 the 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.

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

10. 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.

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 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

13. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANTS. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANT'S frontage on APN 089-431-02 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

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

GENERAL

15. NOTICE. All written notices to the parties hereto shall be sent United States mail, postage prepaid by registered mail, return receipt required, 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

Joseph Sundram
630 Manzanita Avenue
Boulder Creek, CA 95006-9502
(831) 338-4238

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

15. 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

Joseph Sundram

Attest:

District Secretary
San Lorenzo Valley Water District