

Amador Water Agency



Developer Project Informational Packet

Revised June 2017

Items Enclosed:

- 1) Pre-Construction Checklist
- 2) Post-Construction Checklist
- 3) Development Service Request
- 4) Mainline Extension Agreement (MLX) Request Form
- 5) Sample: Mainline Extension Agreement (MLX)
- 6) Sample: Participation Fee Agreement (PFA)
- 7) Sample: Easement Agreement
- 8) Sample: Maintenance/Performance Bond
- 9) Excerpt from AWA Water Code – Section 2: Rules and Regulations (Pertaining to new service requests)

AMADOR WATER AGENCY

DEVELOPER PROJECT PRE-CONSTRUCTION CHECKLIST

Project Name: _____

Job Cost #: _____

1. Written request for water availability from developer to the Agency – either a letter form the requesting party, or complete “Request for Water Availability” of “Request for Conditional Will Serve” form.
2. Letter of Water Availability will be provided by Agency.
3. Approved tentative map and conditions provided by developer to Agency. Date: _____
4. Conditional Will Serve Letter will be prepared for the developer upon receipt of an approved tentative map and conditions. Date: _____.

At this point should the project go forward, the following should occur:

1. Deposit has been quoted and should be paid prior to preparation of Mainline Extension Agreement (MLX). Amount: _____ Date Paid: _____
2. Mainline Extension Agreement is prepared and signed by Developer. _____
3. Job Cost number is assigned and file is made. _____
(This should happen at the same time or just prior to receipt of the deposit.)
4. Environmental Review must be completed (if applicable).
5. MLX have been signed by Developer and returned for GM signature. _____
6. Plans received, reviewed and approved by AWA. _____
Two (2) sets of plans are required for all submittals.
7. Developer advised who Engineer and Contractor are and provides contact information.
8. Developer provides Engineer’s Estimates for project and all work to be bonded.
9. Contractor provides license and insurance information and adds Agency as additional insured on policy.
10. Encroachment permits and easements to be obtained.
11. Performance Guarantee to be provided in the form of a certificate of deposit, letter of credit from bank, or bond. Date: _____.
12. Pre-construction meeting to be scheduled with AWA inspector 48 hours prior to construction, with 7 days advance notice.
13. Need OK from AWA Engineer & Inspector to begin construction.

AMADOR WATER AGENCY

DEVELOPER PROJECT POST-CONSTRUCTION CHECKLIST

Project Name: _____

Job Cost #: _____

The following are items required prior to “Certificate of Acceptance”:

1. Cost Accounting of project from Developer provided to AWA.
2. Additional easements procured and recorded, if necessary.
3. Provide certifications for all backflow prevention devices.
4. As-builts delivered to the Agency for review. Comments and corrections to be made by Developer after AWA review.
5. Corrected as-builts received from Developer in digital (AutoCAD), PDF, and hard copy (2 sets) formats.
6. Maintenance guarantee from Contractor as a “Certificate of Deposit”, Bond, Letter of Credit or other acceptable security.
7. Payment of all outstanding balances (Participation Fees, Engineering & Inspection Fees and Job Cost balances).
8. A Participation Fee Agreement may be executed and recorded, in place of the full payment of the Participation Fees, prior to recordation of the Development’s Final Map. See AWA Water Code.
9. AWA will provide “Certificate of Acceptance, Transfer & Will Serve Commitment” only after all requirements have been completed, all fees have been paid, and the system has been accepted.
10. Water Service may commence only following the issuance of the “Certificate of Acceptance, Transfer & Will Serve Commitment”.

After the “Certificate of Acceptance” is issued:

1. Final Map is recorded.
2. Development must provide AWA with a copy of the Final Map (full size & 11x17).



Development Service Request

Request for: Water *and/or* Wastewater
 Letter of Water Availability *or*
 Conditional Will Serve Commitment

- 1. PROJECT NAME: _____
- 2. DATE OF APPLICATION: _____
- 3. OWNER/APPLICANT NAME: _____
- 4. MAILING ADDRESS: _____
- 5. EMAIL ADDRESS: _____
- 6. PHONE: _____
- 7. FAX: _____

8. PROJECT DESCRIPTION Residential Commercial
- a) Site Address: _____
 - b) APN(s): _____
 - c) # of Lots: _____
 - d) Lot Size: _____
 - e) Zoning: _____
 - f) Developed/Building SF: _____
 - g) Number of Water Meters: _____
 - h) Size of Water Meters: _____
 - i) Water EDUs requested: _____
 - j) # of Wastewater Services: _____
 - k) Wastewater EDUS requested: _____
 - l) Service Requested by: _____

9. Date of Tentative Map/Use Permit approval or expected approval: _____

10. Attach a description of the project, phasing plans, tentative/final site maps, map/use conditions and other pertinent material.)

Applicant: _____ Date: _____



Project
Engineer:

Project
Contractor:

Title
Company:

Other
Information
Requested
of the
Agency:



Development Request for Main Line Extension ('MLX') Agreement

Request for: Water MLX and/or Wastewater MLX

1. Project Name:

2. Application Date:

3. Applicant:

Contact Name:

Phone Number:

Email Address:

Mailing Address:

4. Contracting Entities:

Signatory Names:

Titles:

Phone Numbers:

Email Addresses:

Mailing Addresses:

5. General Project Description:

6. General Description of Water and/or Wastewater Improvements:

7. Property Description:

(General description of project area, legal property owners, addresses & APNs)

8. AWA Deposit Required:

\$

Both a legal description and map of project area must be attached to this application form for use as exhibits to the contract. Both must be clear, readable, reproducible, and recordable in 8.5"x11" paper format.

Exhibits Attached: Project Legal Description and Project Area Map

**WATER MAINLINE EXTENSION AGREEMENT
BETWEEN THE AMADOR WATER AGENCY
AND**

FOR

JC# #####

THIS AGREEMENT is made and effective this ____ day of _____, 20____, in Amador County, California, by and between the Amador Water Agency, a public entity created by special act of the Legislature of the State of California, hereinafter referred to as "Water Agency", and _____ hereinafter referred to as "Applicant".

WITNESSETH:

WHEREAS, Applicant owns and is developing certain property in Amador County, California, commonly referred to as _____, having Amador County Assessor Parcel Number(s) **###-###-###**, and shown in **Exhibit A** attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Applicant is proposing to design and construct a water system comprised of a main line extension (and relocation of an existing whatever it is) to the terminus of the new extended mainline ("System") to serve the development , and desires to transfer the ("System") to the Water Agency upon satisfactory completion of construction; and

WHEREAS, the Water Agency is willing to accept the transfer, operation and maintenance for the System and to provide service there from, through the Amador Water System (Tanner/lone Service Area) on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction Plans and Specifications

Applicant has designed and prepared plans and specifications for the construction of the System, clearly delineating the portion being transferred to the Water Agency and the same have been approved by the Water agency. Said design, plans and specifications shall meet all Water Agency standards, including

but not limited to standard drawings, and Water Agency rules and regulations, as well as all other local and State standards and requirements, whichever are most stringent. The plans and specifications shall be approved in writing by the Water Agency prior to construction and shall become a part of this Agreement. Applicant also shall submit at the time of design submittal, an engineer's cost estimate for the proposed improvements in a format acceptable to the Agency.

2. Deposit for Water Agency Services

Applicant shall advance to the Water Agency the sum of five thousand dollars, \$5,000, for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the Water Agency in the performance of its duties under this Agreement. The Water Agency will bill and Applicant shall pay for actual costs incurred on a monthly basis. The deposit shall be held in reserve and not used against actual costs incurred by the Agency, unless the Applicant is in arrears on billings in excess of sixty days. If the deposit is used to pay the outstanding bills, all work shall cease on the Project and shall not resume until the initial deposit amount is replenished.

Upon completion of construction and acceptance of the System by the Water Agency, any funds so advanced by the Applicant in excess of the Water Agency's actual costs shall be refunded to the Applicant without interest. Conversely, any costs incurred by the Water Agency over and above the amount advanced by the Applicant shall be paid by the Applicant upon demand and before notice of acceptance of the System.

3. Construction of System

Applicant, at its expense, shall construct the System described in the plans and specifications approved by the Water Agency. Such construction shall be in accordance with the provisions of this Agreement, the Water Agency's rules, regulations, and standard construction specifications. During construction, a complete set of approved plans and specifications, as outlined in Paragraph 1 of this Agreement, shall remain at the job-site at all times.

4. Licensed Contractor

The person or entity constructing the System ("Contractor") shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the approved plans and specifications. To the extent required by applicable law, the Applicant and the

Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wages, wage rates, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code Division 2, Part 7, Chapter 1 (Sections 1720-1861).) Copies of the prevailing rate of per diem wages as established and published by the California Department of Industrial Relations are available for inspection at the office of the Water Agency. No construction may be made except by a Contractor approved by the Water Agency. Each such Contractor shall indemnify, protect, defend and hold the Water Agency harmless as required by Paragraph 19 hereof. The Water Agency may request evidence that the Contractor has satisfactorily installed other projects of like magnitude or comparable difficulty. It is the intent of the Water Agency that the work be performed by a Contractor who furnishes satisfactory evidence of qualification.

5. Faithful Performance Guarantee

Prior to commencement of construction of the System, the Applicant shall provide the Water Agency with a faithful performance bond, letter of credit, or other financial security satisfactory to the Water Agency ("Performance Guarantee") in a sum equal to one hundred percent (100%) of the estimated cost of the facilities to be constructed in public rights-of-way or on public property for the purpose of insuring the proper completion of such facilities. In the event of the failure of the Applicant to complete the work covered by the guarantee and the Water Agency completes construction of any such facilities, the Applicant and its surety under the Performance Guarantee shall be jointly and severally liable to the Water Agency for such costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. The Water Agency shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days after its date. Interest shall accrue on any late payment at the legal rate then prevailing.

6. Notice of Commencement of Construction

The Applicant shall give the Water Agency seven days advance notice of the commencement of construction and installation of the System. The Agency shall be invited to any pre-construction meeting pertaining to the System with at least a 48 hour advance notice. Any work performed without notice to and inspection by Water Agency shall be subject to rejection.

7. Inspections

The Water Agency may, at its option, inspect all or part of the construction or material being used in construction of the System and shall be given all possible assistance in performing such inspection. The inspection of the work shall not relieve the Applicant of its obligation to construct the System in accordance with the approved plans and specifications. Defective work shall be made good and substandard materials may be rejected, notwithstanding that such work and materials have been previously overlooked or inspected by the Water Agency.

8. Permits, Licenses and Easements

Applicant, at its cost, shall obtain all necessary local, County, and State permits and approvals, including, but not limited to, encroachment permits, and shall conform to the requirements thereof. Applicant, at its cost, shall obtain all real property and permanent and temporary easements of twenty (20) feet in width necessary for the System and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of said facilities, and said grant deeds and easements shall be in a form approved by the Water Agency. Applicant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction of the System.

9. Final Inspection

Upon completion of construction of the System, Applicant shall notify the Water Agency thereof and request a final inspection of the System. All facilities in the System shall be tested to meet Water Agency requirements, as required by the Water Agency. No System or portion thereof shall be accepted without meeting Water Agency test requirements. The costs of such tests shall be borne by the Applicant. In addition, Applicant shall be responsible for all costs incurred in the testing of the System as needed or required by other public entities having jurisdiction, such as the State Department of Health Services.

10. Record Drawings and Specifications

Applicant shall, as a condition precedent to the Water Agency's acceptance of the System, provide to the Water Agency:

- (a) Reproducible record drawings of the completed System, together with an electronic file in a "DWG" or "DXF" format, satisfactory to the Water Agency, and a copy of the specifications and any contract documents used for the construction of the System;
- (b) A signed detailed accounting, satisfactory to the Water Agency, of the amounts expended for the construction and installation of the System, with values applicable to the various components thereof, together with a list of any other materials and equipment, and their values, being transferred (Separate accounting of soil and earthwork, including trenching and backfill; pipe by type and size with appurtenances; fire hydrants, lift stations, pumps etc.);
- (c) Operating manuals and other operating instructions, and warranties received by Applicant or its Contractor in connection with any of the facilities made a part of the System; and
- (d) Upon recordation of the Final Map, Applicant shall provide to the Water Agency, a "full size" and a "reduced" (8.5 X 11) copy of the Recorded Final Map.

11. Maintenance Guarantee

Prior to the notice of acceptance of the System, Applicant shall provide the Water Agency with a maintenance bond, certificate of deposit, letter of credit or other financial security satisfactory to the Water Agency ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the System or Five Hundred Dollars (\$500), whichever is greater, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the Water Agency Notice of Acceptance of the System. The Applicant shall provide said Maintenance Guarantee prior to acceptance of the System. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

The Applicant and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of the Water Agency any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. In the event of failure to comply with the above-stated conditions within a reasonable time, the Water Agency is authorized to have the defect repaired and made good. The Applicant and its surety under the Maintenance Guarantee shall be jointly and severally liable to the Water Agency for such costs of repair,

including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. The Water Agency shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days after its date. Interest shall accrue on any late payment at the legal rate then prevailing.

12. Transfer of Property and Easements

After the Water Agency has finally inspected and approved the System, it shall send written notice to the Applicant requesting transfer of the System. Upon receipt of the notice from the Water Agency, the Applicant, at its sole cost and without charge to the Water Agency, shall deliver conveyance documents satisfactory in form and content to the Water Agency, transferring absolute and unencumbered ownership of the completed System to the Water Agency, together with all real property, interests in real property, easements and rights-of-way that are necessary or appropriate in the opinion of the Water Agency for the ownership and operation of the System. Title to the System and the interests in real property transferred shall be good, clear, and marketable title, free and clear of all encumbrances, liens or charges. Applicant shall obtain and pay any costs of title insurance deemed necessary by the Water Agency. The transfer shall not be completed until the conveyance documents transferring the System have been formally accepted by the Water Agency.

13. Conditions Precedent to Notice of Acceptance

The Water Agency shall not provide a written notice of acceptance of the System until the following have occurred:

- (a) The System is finally inspected and approved by the Water Agency;
- (b) All funds to be advanced and paid to the Water Agency by Applicant have been so advanced and paid;
- (c) The Maintenance Guarantee required by Paragraph 11 hereof is delivered;
- (d) All real property, easements, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the Water Agency pursuant to this Agreement have been so obtained and delivered to the Water Agency;

(e) The record drawings, specifications, accounting, operating manuals and instructions, and warranties required pursuant to Paragraph 10 hereof have been provided to the Water Agency; and

(f) Applicant has paid the Water Agency all applicable fees and charges of the Water Agency.

Immediately upon the Water Agency's determination that these conditions have been met, it shall give written notice of acceptance to Applicant.

14. Ownership

After final inspection and acceptance by the Water Agency of the System, the System shall become the property of the Water Agency on the date that a notice of acceptance is mailed to the Applicant. The Water Agency shall own and be free in every respect to operate, manage, expand, and improve the System as it deems appropriate.

15. Applicant Assistance

Applicant shall both before and after the notice of acceptance secure and provide any information or data reasonably needed by the Water Agency to accept the ownership, operation and maintenance of the System, and obtain, execute and provide any and all documents needed to expeditiously complete or implement the transfer of the System.

16. Water Service

The Water Agency shall not provide water service to the Property until the date of its notice of acceptance of the System. All such service shall be supplied only upon, and approval of, application for water service and in accordance with the Water Agency's rates, rules and regulations governing water service , as may be amended from time to time, including but not limited to the payment of applicable participation and connection fees. The Applicant shall not allow any person to use or commence operation of any part of the System prior to the notice of acceptance by the Water Agency, excepting for construction purposes, without the express written consent of the Water Agency.

17. Maintenance of Facilities

The Water Agency assumes no obligation as to maintenance and operation of the System until such time as the notice of acceptance is given.

18. Term of Agreement and Termination

- (a) This Agreement shall become effective on the date first above written and except as provided in subparagraph (b) below, shall remain in effect until Applicant has completed all of its obligations hereunder.
- (b) Applicant agrees to promptly design and construct the System and to transfer the same to the Water Agency in accordance with the terms hereof. If construction of the System has not been completed and accepted by the Water Agency within two (2) years from the date of this Agreement, the Water Agency shall have the right to terminate this Agreement at any time thereafter, unless such time for completion is extended by mutual agreement of the parties. Such extension must be requested in writing by the Applicant prior to the expiration of said two-year period. Except as provided herein, the Water Agency and Applicant shall have no further obligation under this Agreement if the Agreement is terminated. Upon termination, the Water Agency shall refund any advances made by the Applicant which have not been used by the Water Agency prior to the date of termination. Conversely, any costs incurred by the Water Agency over and above the amount advanced by the Applicant shall be paid by the Applicant upon termination.

19. Indemnification and Hold Harmless

- (a) The Applicant shall protect, defend indemnify and hold harmless the Water Agency and its officers, directors, agency, and employees from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorney's and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the Water Agency, Applicant and its Contractor, or damage to or loss of property, arising out of or in any way connected with the performance, operations or activities under this Agreement, including but not limited to construction of the System by the Applicant, its officers, directors, employees, Contractor, any other independent contractors or agents, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability.

Upon the request of an indemnified party hereunder, Applicant shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Applicant in the defense of any legal actions or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

(b) The parties expressly agree and acknowledge that the Applicant's duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against the Water Agency resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861) in connection with the construction of the System.

(c) This paragraph and the parties' obligations under it shall survive any termination of this Agreement; and the provisions of this paragraph shall be included in any agreement between the Applicant and any of its Contractors so that the above-referenced indemnified parties are indemnified, protected, defended and held harmless by the Contractor from any and all acts or omissions of such contractor.

(d) Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the parties from its obligations under this paragraph, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with the parties' performance or operations under this Agreement by their officers, employees, independent contractors or agents', or the employee, agent or independent contractor of any one of them. (e) Submission of insurance certificates or

submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Applicant from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance

policies shall have been determined to be applicable to any of such damages or claims for damages.

- (f) In any and all claims against the Water Agency, or its officers, directors, employees, volunteers or agents, by any employee of the Applicant, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any of its independent contractors under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

20. Changes in the System

If Applicant proposes to change the approved plans and specifications for the System, it shall first obtain the written approval of the Water Agency for any such change, which approval may be on such terms and conditions as required by the Water Agency.

21. Insurance

- (a) Whoever carries out the construction of the System, whether the Applicant or its Contractor, shall procure and maintain for the duration of such construction and the maintenance guarantee period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Applicant or its Contractor, their agents, representatives, employees or subcontractors.
- (b) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (i) Commercial General Liability coverage (Insurance Services Office), including coverage for premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, independent contractors, and broad form property damage with completed operations.
 - (ii) Automobile Liability coverage (Insurance Services Office form number CA 0001, code 1, any auto, including owned, non-owned and hired).

- (iii) Workers' compensation insurance as required by the State of California and employer's liability insurance. The insurer shall agree to waive all rights of subrogation against the Water Agency, its officers, directors, employees and agents.
- (c) Minimum Limits of Insurance. The limits of insurance shall not be less than:
 - (i) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 - (iii) Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- (d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Water Agency. At the option of the Water Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Water Agency, its officers, officials, employees and volunteers; or the Applicant or its Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (e) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The Water Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Applicant or Contractor; products and completed operations of the Applicant or Contractor; premises owned, occupied or used by the Applicant or Contractor; or automobiles owned, leased, hired or borrowed by the Applicant or Contractor. Applicant or Contractor shall provide the Water Agency with ISO CG2010 endorsement form or equivalent. The coverage shall contain no special

limitations on the scope of protection afforded to the Water Agency, its officers, officials, employees, agents or volunteers.

- (ii) For any claims related to the System, the Applicant's or its Contractor's insurance coverage shall be primary insurance as respects the Water Agency, its officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the Water Agency, its officers, officials, employees, agents or volunteers shall be excess of the Applicant's or its Contractors' insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Water Agency, its officers, officials, employees, agents or volunteers.
- (iv) The Applicant's or its Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Water Agency.
- (f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or equivalent, unless otherwise approved by the Water Agency in writing.
- (g) Verification of Coverage. The Applicant or its Contractor shall furnish the Water Agency with original endorsements or certificates of insurance evidencing the insurance coverage required by this paragraph. The endorsements or certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements or certificates are to be in a form acceptable to the Water Agency. All endorsements or certificates are to be received and approved by the Water Agency before commencement of the construction of the System.

- (h) Subcontractors. The Applicant or its Contractor shall include all subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the Water Agency. All coverages for subcontractors shall be subject to all of the requirements stated in this paragraph.
- (i) Any insurance bearing on adequacy of performance shall be maintained after completion of the System for the full guarantee period.
- (j) The requirements as to the types, limits, and the Water Agency's approval of insurance coverage to be maintained by the Applicant or its Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant under this Agreement.
- (k) In addition to any other remedy the Water Agency may have, if the Applicant or its Contractor fails to maintain the insurance coverage as required in this paragraph, the Water Agency may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the Water Agency may bill the Applicant for such cost, which bill shall be paid within 30 days after its date. Interest shall accrue on any late payment at the legal rate.

22. Construction Manager

The Applicant shall designate a Construction Manager for the construction of the System. Before work has commenced, the Applicant shall notify the Water Agency of who will act as the Construction Manager. The Construction Manager shall:

- (a) Conduct a pre-construction conference with the Contractor, Water Agency, Applicant and other interested parties;
- (b) Perform a shop drawing review of all materials and equipment for the System, as necessary;
- (c) Review and approve all progress payments to the Contractor by the Applicant;
- (d) Be responsible for coordinating correction of rejected work;
- (e) Maintain and complete the asbuilt plans for the System;

- (f) Coordinate conflicts with other utilities;
- (g) Obtain Water Agency approval prior to the release of any revised drawings or specifications;
- (h) Act as a contact for Water Agency inspectors; and
- (i) Certify compliance with the approved plans and specifications prior to the Water Agency's notice of acceptance.

23. Assignment

The provisions of this Agreement shall apply to and bind the successors, grantees and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the Water Agency in writing.

24. Risk of Loss

Until the date of the notice of acceptance of the System, all risk of loss or injury or destruction to such facilities shall be upon the Applicant. On or after the date of the notice of acceptance, all risk of loss or injury or destruction to those facilities shall be upon the Water Agency.

25. Attorney's Fees

In the event that any arbitration, litigation or other proceeding of any nature between the Water Agency and Applicant becomes necessary to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded by judgment, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and litigation or arbitration costs paid or owing as a result of such litigation, arbitration or other proceeding.

26. Waiver of Rights

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

27. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

28. Entire Agreement

This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the Water Agency.

29. Headings

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

30. Cooperation

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

31. Interpretation of this Agreement

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

32. Recitals

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

33. Notices

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

DEVELOPMENT ADDRESS ADDRESS Phone #: (###) ###-####	Amador Water Agency 12800 Ridge Road Sutter Creek, CA 95685 Phone #: (209) 223-3018
--	--

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

(INSERT NAME OF APPLICANT)

AMADOR WATER AGENCY

By: _____
NAME, TITLE

By: _____
Gene Mancebo, General Manager

Recording requested by
and when recorded mailed to:

Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685

Official Document, Exempt from Recording
Fees Pursuant to Gov't Code §§ 6103 & 27383

No Document Transfer Tax
Per R&T Code § 11922

-- This Space for Recorder's Use Only --

**AGREEMENT CONCERNING THE PAYMENT OF THE
AMADOR WATER SYSTEM PARTICIPATION FEES
AWA JOB COST # _____**

THIS AGREEMENT is entered into this _____ day of _____, 20____
between Amador Water Agency, a public entity created by special act of the Legislature of
the State of California (hereinafter referred to as "Agency"), and PROJECT, (hereinafter
referred to as "Developer"), respecting the payment of Amador Water System participation
fees.

WITNESSETH:

WHEREAS, Developer owns certain property legally described in Exhibit A attached
hereto and incorporated herein by this reference, also known as APN: ###-###-###, which
is further delineated on the attached map indicating an overview of the property as
reference only, attached hereto and incorporated herein as Exhibit B, ("Property"), which is
situated within the Amador Water System area;

WHEREAS, the Agency has established rules and regulations governing water
service within the Amador Water service areas;

WHEREAS, such rules and regulations require that prior to the final approval of a
final map for a subdivision or final approval of other development, the subject property
owner and the Agency must execute a recordable agreement providing for the payment of
Amador Wastewater System fees related to such subdivision or other development;

WHEREAS, the Developer has received a Conditional Will Serve Commitment dated
Month Day, Year for ##### connections being ##### Equivalent Dwelling Units;

WHEREAS, on Date, the Developer received Final/Tentative approval from Amador
County or City for Development Name ("Development"), and expects that the County will
finally approve the Development;

WHEREAS, this agreement is set forth for Parcel #, also known as Street Address APN: ###-###-### and Parcel #, also known as Street Address, APN: ###-###-### of said Parcel Map No. ##### and more particularly described in Exhibit A and shown further on Exhibit B attached hereto and incorporated herein; and

WHEREAS, the parties now desire to provide the terms and conditions for payment of the Amador Water System participation fees consistent with the rules and regulations of the Agency.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term of Agreement.

The Agreement shall become effective on the date first-above written and shall remain in effect until the full amount of the Amador Water System participation fees due hereunder have been paid in full to the Agency pursuant to the terms of this Agreement; provided, however, this Agreement shall terminate in the event and on the date that; (1) the County/City denies approval of the Development; (2) Developer withdraws or otherwise abandons its application with the County/City for the Development; or (3) the County/City tentative approval for the Development expires prior to County/City final approval of the Development. Developer shall provide the Agency with written notice of any of such events within thirty (30) days of their occurrence

2. Developer's Payment of the Amador Water System Participation Fees.

(a) Except as provided in subparagraph (c) below, subsequent to the County's/City's final approvals of the Development and at the time of the conveyance of any or all of the lots which were part of the Property, the Developer shall pay to the Agency through escrow and on or before the close of escrow for such lot(s), the Amador Water System participation fees for such lot(s) consistent with Agency Rules and Regulations, as such may be amended from time to time, and consistent with the proposed use(s) of the lot(s) in accordance with the County's/City's final approval. The participation fees to be paid shall be determined in accordance with Resolution 2016-07 and shall be those in effect on the date of payment. The Developer shall notify the Agency in writing of any pending conveyance of a lot. The notice shall be given at least 15 days before the date for the close of escrow and shall state the name, address and telephone number of the escrow office. The Agency shall notify the escrow office of the total participation and proportionate fees owing for the lot(s) at least 5 days before the close of escrow.

(b) Notwithstanding subparagraph (a) above, if the Developer seeks a building permit for any lot of the Property or applies for water service for any such lot, then the participation fees shall be paid before issuance of the building permit or at the time of the application for water service, whichever occurs first. The participation fees due shall be determined in accordance with the aforementioned resolutions, shall be consistent with the proposed use of the lot and shall be based on those fees in effect on the date of payment.

(c) In the event that Developer sells to a purchaser in one conveyance all of the

land covered by a final map approved by the County/City respecting the Development, participation fees for the lots covered by the final map shall not be due through the escrow for that sale so long as prior to the close of said escrow the purchaser of the land executes an agreement substantially the same as this Agreement.

(d) The Developer shall pay any remaining participation fees, on any lots for which participation fees have not been previously paid, within ten years from the date of this Agreement.

3. Recordation of Agreement.

Within 10 days of the date of execution of this Agreement, the Agency shall record it in the office of the County Recorder of Amador County.

4. Attorney's Fees.

In the event that any litigation or other proceeding between the Agency and Developer becomes necessary to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded by judgment, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

5. Successors and Assignments.

This Agreement shall be binding on the heirs, successors, executors, administrators, and assigns of the parties; however, Developer agrees that it will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without prior written consent of the Agency.

6. Severability.

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

7. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

8. Remedies Not Exclusive.

The use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

9. Notices.

All notices, statements, reports, approvals, or requests or other communications that are required either expressly or by implication to be given by either party to the other under

this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685
Phone: (209)223-3018

DEVELOPER
ADDRESS
ADDRESS
PHONE NUMBER

10. Entire Agreement.

This writing constitutes the entire agreement between the parties relative to the matters specified herein; and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

11. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the date first above written.

AMADOR WATER AGENCY

By: _____
Gene Mancebo, General Manager

DEVELOPMENT

By: _____
NAME, TITLE

Notary Certificates attached.

Recording Requested By, And When
Recorded, Please Mail Document To:

AMADOR WATER AGENCY
Attn: General Manager
12800 Ridge Road
Sutter Creek, CA 95685

Official Document, Exempt from Recording
Fees Pursuant to Gov't Code §§ 6103 & 27383

No Document Transfer Tax
Per R&T Code § 11922

Assessor's Parcel No: ____ - ____ - ____

-- This Space for Recorder's Use Only --

GRANT OF EASEMENT AND RIGHT OF WAY

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, Grantor, hereby grants to **AMADOR WATER AGENCY**, a political subdivision of the State of California, Grantee, a permanent easement and right of way, including the perpetual right to enter upon the real property described below at any time that Grantee may deem necessary to locate, construct, install, operate, maintain, repair, modify, replace and remove above- and below-ground pipelines and drainage facilities, and all necessary below- and above-ground appurtenances thereto, for the purpose of conveying water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said pipelines, water mains and the further right to remove trees, bushes, undergrowth, ground covering pavement and any other obstructions within the described easement interfering with the location, construction, installation, operation, maintenance, repair, modification, replacement and removal of said pipelines, water mains, drainage facilities, and appurtenances.

The land burdened by this Grant of Easement and Right of Way is a twenty (20) foot strip located in the County of Amador, State of California and is more particularly described as follows:

See Exhibit "A" attached to and made a part of this Grant of Easement and Right of Way

The specific easement area subject to this Grant of Easement and Right of Way is described as:

See Exhibits "B" and "C" attached to and made a part of this Grant of Easement and Right of Way

As a condition of this Grant of Easement and Right of Way, Grantor reserves the right to use the easement area for purposes that will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building, wall, fence, or other permanent structure, or drill or operate any well, or construct any reservoir or any other obstruction

on said land, or to diminish or substantially add to the ground cover lying over the easement and right-of-way granted herein.

Grantee covenants and agrees, for itself, and its successors and assigns, as part of the consideration for this Grant of Easement and Right of Way, at all times after doing any work on or in connection with the Easement, to restore the Property and Easement Area to the same condition in which the same were found before such work was undertaken.

The provisions of this Grant of Easement shall run with the land and inure to the benefit of and bind the heirs, successors, and assigns of the Grantor and Grantee.

Executed this _____ day of _____, 20____.

By: _____

Bond No. _____
Premium: \$ _____

[MAINTENANCE or PERFORMANCE] GUARANTEE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Amador Water Agency as Oblige, in the sum of _____ Dollars, (\$ _____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of _____ entered into a Main Line Extension Agreement, as Agreement, dated _____, with said Oblige to complete the improvements specified in said agreement, for the _____ project.

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 12 months following final acceptance of said improvements by the Amador Water Agency;

NOW, THEREFORE, the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship and shall warranty all materials and workmanship furnished pursuant to the Agreement for the period of one year from and after the Notice of Acceptance of the said improvements by Oblige, then this obligation shall be void, otherwise to remain in full force and effect. This guarantee does not excuse the Principal from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

NOW, THEREFORE, the Principal and Surety under this Guarantee shall repair or replace to the satisfaction of the Amador Water Agency any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. In the event of failure to comply with the above stated conditions within a reasonable time, the Water Agency is authorized to have the defect repaired and made good. The Principal and Surety under this Guarantee shall be jointly and severally liable to the Water Agency for such costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. The Water Agency shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days after its date. Interest shall accrue on any late payment at the legal rate then prevailing.

PRINCIPAL
[PRINCIPAL NAME]

SURETY
[SURETY NAME]

By: _____
[Name and Title Principal Signee]

By: _____
[Name, Title and Seal of Surety Signee]

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named on this day, _____, _____.

AMADOR WATER AGENCY

WATER CODE



12800 Ridge Road
Sutter Creek CA 95685
(209) 223-3018

Adopted March 9, 2000
Revised March 11, 2004
Revised June 9, 2005
Revised, May 17, 2006
Revised, July 2, 2007
Revised February 15, 2011
Revised March 27, 2014
Revised July 28, 2016

For all residential sites, a Report approved by the Agency and DHS is required.

ARTICLE 2- RULES AND REGULATIONS

Section 2.00 Application For Service

Applications for service shall be required when a premises changes ownership, where a change in customer occurs for a premises, where the premises has not been previously served, where the right to service for a premises has been forfeited, where the premises is currently served but larger and/or more meters are desired, or when elsewhere required in the Agency Water Code. Any person requesting water service shall apply to the Agency for such service on forms prescribed by the Agency. No such service shall be rendered unless a completed application for it is on file at the Agency office. If the applicant has complied with all requirements for the requested service as set forth below and is not delinquent on any account owed to the Agency, including but not limited to the payment of rates, charges, fees, assessments, standby charges and/or assessments, and special taxes, the Agency shall furnish the service requested, subject to the determination of water availability as set forth in Section 2.02.

Section 2.01 Service to Premises Currently Served not Requiring More and/or Larger Meters

If the application is for service to premises currently supplied with water by the Agency, and applicant is not requesting more meters or a larger meter service than currently supplied, service shall be provided upon completion of the application form, submission of all other applicable information, payment of all applicable charges and credit deposits.

Section 2.02 Service to Premises not Previously Served, to Premises Where the Right to Service Has Been Forfeited, or to Premises Currently Served but Requiring Larger and/or More Meters

The following provisions apply to applications for service to premises not previously served, to premises where the right to service has been forfeited, or to premises currently served but not requiring larger and/or more meters.

(a) Determination of Water Availability

Once the applicant has completed the application for service, the Agency shall determine within sixty (60) days whether, within the applicable water system that will provide service to such premises, there is adequate water supply and facility capacity available to provide the requested service. Such determinations shall be consistent with any Agency Board resolution adopted pursuant to Section 1.09. If the determination is affirmative, then within sixty (60) days after such determination, the Agency shall request the applicant to pay all

applicable charges, including those specified in subsection (b) below, which charges shall be paid within thirty (30) days after the date of the request.

If the Agency determines there is not available water supply or facility capacity within the applicable water system to provide the requested service, then the application shall be denied without prejudice and placed on a waiting list. At the time water supply and/or facility capacity within the applicable water system becomes available to serve an applicant on the waiting list, the applicant shall be so notified and, if the applicant still desires water service, the application that was denied without prejudice shall be reconsidered, and the Agency shall proceed in accordance with the provisions of the immediately preceding paragraph.

(b) **Payment of Connection, Participation and/or Annexation Fees**

Before an application will be deemed complete, the applicant must pay the connection, participation, annexation and other fees and charges applicable to the water system from which service is requested which are in effect on the date of the Agency's request for payment of such fees and charges; except as provided below:

1. If participation fees have been previously paid for the applicant's premises pursuant to a will serve commitment issued pursuant to Section 2.06 or pursuant to a prior application for water service for such premises where service has been provided previously, except as provided in Section 2.02 (e), then the applicant shall not be required to pay any participation fees, unless the applicant requests more and/or larger meters than that for which the participation fees were previously paid for such premises. In such event, the applicant shall pay the difference between the amount previously paid and the amount due for the increased number and/or larger meters as of the date of the Agency's payment request.

(c) **Credit for Participation Fees**

Each parcel of land that existed and was within the established boundaries of the Agency's Water Improvement District Nos. 1, 2, and 4, or their predecessor agencies, as of July 26, 1990, as shown on the Amador County Assessor's Parcel Book, shall be given credit for payment of participation fees for one (1) unit of use.

(d) **No Refund of Participation Fees**

If the amount of participation fees credited to any premises exceeds the amount due pursuant to any application for service, there shall be no refund.

(e) **Payment of Participation Fees Respecting Certain Inactive and Forfeited Service Connections**

An owner of a service connection within the Agency's Amador Water System water service area which has been inactive and through which no water service has been provided since January 1, 1985, shall pay all applicable participation fees and other charges upon any application for restoration or resumption of service. An applicant for service to premises where the right to service has been forfeited shall pay the difference between the participation fees due for the service requested and those that may have been previously paid for such premises.

Section 2.03 Completed Applications

If the applicant has supplied all of the information required pursuant to the above sections, and has paid all applicable charges and fees, including but not limited to connection, annexation and participation fees, then the application shall be deemed complete. The date of such completion shall be stated on the application. As of that date, the applicant shall be entitled to a letter of water availability, which shall be subject to the following provisions:

- (a) Applicant shall commence actual water service to the premises for which the application was made within two years after the date of completion of the application.
- (b) If the applicant does not comply with the above provisions, then the letter of water availability shall become null and void and have no further force or effect. There shall be no extensions. The applicant shall be required to file a new application for the premises and be subject to any waiting list at the time of such application; except that if the premises is covered by a will serve commitment issued pursuant to Section 2.06 (d), then the new application shall not be subject to the availability of water supply or facility capacity to the extent that the new application proposes no more or larger meters than such are stated in the application for the will serve commitment for such premises. With respect to any new application, the applicant shall pay all applicable charges and all applicable participation fees which are in effect on the date of the Agency's payment request, less any participation fees previously paid for the subject premises.

Section 2.04 Refunds

In the event a letter of water availability shall become null and void, the applicant shall be entitled to a refund of all monies paid, except for participation fees paid and less any costs not paid by the applicant and incurred by the Agency in connection with the application and an administrative fee of ten percent (10%) of the total fees paid, excluding participation fees. In order to be entitled to such a refund, the applicant must request the refund in writing. The written request must be delivered to the Agency or postmarked by the United States Postal Service on or before the expiration

of two (2) years from the date of the letter of water availability. No refunds will be made if such request is not timely made. A request for refund shall cause a completed application and any letter of water availability issued pursuant thereto to be null and void.

Section 2.05 Change in Customer's Equipment

Customers desiring to make any material change in the size, character or extent of the equipment utilized in receiving Agency water service, as such equipment is stated in the completed application for water service, shall give the Agency advance written notice of the extent and nature of the change. If the proposed change is for more and/or larger meters, then the customer shall submit a new application for service, and shall be subject to the availability of water supply or facility capacity at the time of such application, the payment of all applicable charges and fees, and the rules, regulations, rates and charges then in effect.

Section 2.06 Will Serve Commitments

(a) Letter of Water Availability.

Upon receiving a written request, the Agency shall issue a letter giving the current status of water availability to a project or parcel of land. This letter will state, in general terms and without making a commitment to serve the project or parcel, whether the project or parcel is within an existing service area of the Agency, if water supply and facility capacity are currently available to serve the project or parcel, and under what conditions service would be made available. The Agency will attempt to identify potential problems that may be associated with making water available to the project or parcel.

(b) Application for a Will Serve Commitment.

Any developer desiring a will serve commitment for a subdivision or project shall submit an application to the Agency in a form and manner as determined by the Agency and if applicable, shall submit an approved tentative map for the subdivision. The application shall state:

1. Date of application.
2. Name, address and telephone number of owner of the property and agent of the property owner.
3. Location and legal description of the property, number of premises to be served and proposed zoning.
4. Number and size, as such size is determined by the Agency, of meters expected for needed service.
5. Date that water service is expected for all or any part of the subdivision or project.
6. Purpose(s) for which water service will be used.
7. Such other information as the Agency may reasonably require.

(c) **Conditional Will Serve Commitment**

1. Upon receipt of an application and if applicable, an approved tentative map, the Agency shall first determine whether the application is complete and the submitted tentative map is effective. Upon finding that an application is complete and the map is effective, the Agency shall determine within sixty (60) days whether there is available water supply and facility capacity to serve the residential subdivision or non-residential project at the time of application. Such determinations shall be consistent with any Agency Board resolution adopted pursuant to Section 1.09. If the Agency determines there is not available water supply or facility capacity to serve the residential subdivision or non-residential project at the time of application, then the application shall be denied without prejudice and placed on a waiting list. At the time water supply and/or facility capacity becomes available to serve a developer on the waiting list, the developer shall be so notified and, if the developer still desires water service, the application that was denied without prejudice shall be reconsidered and the Agency shall follow the procedures set forth below.

2. If the determination is affirmative, then within sixty (60) days after the Agency's notice thereof, the developer shall pay 5% of the participation fees required for the residential subdivision or non-residential project. The payment of 5% of the participation fees due shall be independent of costs charged to the developer for Agency staff review of the plans of the particular subdivision or project, or other costs incurred by the Agency directly related to the particular subdivision or project. The participation fees to be paid shall be those in effect on the date of payment. Upon such timely payment, the Agency shall issue a conditional will serve commitment for the subdivision or project. The conditional will serve commitment shall state that a final map for the submitted approved tentative map must be recorded or development approval must occur within two (2) years after the date of issuance of the conditional will serve commitment, shall state that a recordable agreement shall be executed between the Agency and the developer prior to recording the final map or final development approval concerning the payment of participation fees consistent with the terms of Section 2.06 (f), and shall state other conditions relating to providing water service to the subdivision or project.

3. The developer may request two three-year extensions of the conditional will serve commitment. Such requests shall be in writing and received by the Agency before expiration of the initial conditional will serve commitment or any extension thereof, as applicable. The Agency shall approve any such first request subject to the developer paying 10% of the participation fees required for the residential subdivision or non-residential project, less the amount paid pursuant to subsections (c)2 or (c)6. The participation fees shall be paid prior to the expiration of the initial conditional will serve commitment. The Agency shall approve any

such second request subject to the developer paying 15% of the participation fees required for the residential subdivision or non-residential project, less the amount paid pursuant to subsections (c)2, (c)6 or for the first extension. The participation fees shall be paid prior to the expiration of the first extension. The participation fees to be paid hereunder shall be those in effect on the date of payment. The payment of the participation fees due under this subsection shall be independent of costs charged to the developer for Agency staff review of the plans of the particular subdivision or project, or other Agency costs incurred directly related to the particular subdivision or project.

4. If the residential subdivision or non-residential project is within the boundaries of the Agency's CAWP Retail Water District, the developer shall be credited with the payment of participation fees for one (1) unit of use for each parcel that existed and was within such district or its predecessor agency, as of July 26, 1990, as shown on the Amador County Assessor's Parcel Book, and with any participation fees paid pursuant to an annexation.

5. If the tentative map or other application for project approval by the County or a city expires, is cancelled or denied, or otherwise lapses, the conditional will serve commitment shall no longer be effective as of the date of such expiration, cancellation or lapse.

6. If a conditional will serve commitment expires or is cancelled, the developer will need to file a new application for a will serve commitment for the property or portion thereof subject to the prior conditional will serve commitment, and shall be subject to any conditions of water service then prevailing and any waiting list at the time of the filing of the new application. In addition, the developer shall pay, at the time of such application, 5% of the participation fees required for the residential subdivision or non-residential project which is the subject of the application, less any amount of participation fees previously paid in connection with the property subject to the application and credited to that property pursuant to subsection (e) below.

7. If the County or a city approves a residential subdivision with more lots than stated on the application for a will serve commitment, or approves a non-residential project with more units of use, equivalent dwelling units or lots than stated on the will serve commitment application for the non-residential project, then the developer shall file a new application for such excess, shall be subject to any applicable participation fee pay requirements pursuant to this Section 2.06, any new conditions of water service, and shall be subject to any waiting list at the time of filing of the new application.

(d) **Will Serve Commitment**

If the developer timely complies with all of the terms of the conditional will serve commitment and timely pays 25% of the participation fees due pursuant to Section 2.06 (f)1.i., then the Agency shall issue to the developer a will serve commitment for the residential subdivision or non-residential project upon recordation of the final map for the subdivision, or upon County or city final approval of the non-residential project (in the case of a non-residential project which also involves a subdivision, then the will serve commitment will be issued upon recordation of the final map for the non-residential subdivision), which commitment shall obligate the Agency to provide water service to any premises within the subdivision or project to the extent that any application for water service to any such premises proposes no more or larger meters, equivalent dwelling units or units of use than such are stated for such premises in the application for the will serve commitment. The will serve commitment shall state that water service to any premises covered by the commitment shall not commence until 100% of the participation fees for such premises have been paid pursuant to Section 2.06(f). There shall be no time limit on the commitment.

(e) **Refunds**

Refunds of Participation Fees Paid. There shall be no refunds of participation fees paid; provided, however, if a conditional will serve commitment expires or is cancelled, the developer shall have the following options with respect to any participation fees paid pursuant to subsections (c)2, (c)3 or (c)6 above: (i) the developer may have the amount paid credited to the property for which the conditional will serve commitment was issued and applied against participation fees due pursuant any future conditional will serve commitment or will serve commitment issued for such property; (ii) the developer may request a refund of the amount paid which refund shall be made by the Agency solely from future participation fee revenue received by the Agency from future applications for will serve commitments; or (iii) the developer may request that the amount paid be applied against participation fees due in connection with other property owned by the developer within the same water system whose service area covers the property for which the amount was paid, and so long as such other property is not subject to a current conditional will serve commitment or will serve commitment. For purposes of this subsection, the developer of the property for which the participation fees were paid must have at least a 50% fee ownership of the other property. If the County or a city approves a residential subdivision with less lots than stated on the application for a will serve commitment, or approves a non-residential project with less units of use,

equivalent dwelling units or lots than stated on the will serve commitment application for the non-residential project, and the developer has paid 10% of the participation fees for such eliminated lots or units, then such amount paid shall be credited against participation fees due pursuant to subsection (f) below.

(f) **Payment of Participation Fees**

Participation fees shall be paid at the earliest of the following times: (1) by the developer or owner at the time of the initial sale of a lot or parcel which is part of the subdivision; (2) by the developer or the owner of a lot or parcel before and as a condition of the issuance of a building permit for the subject lot or parcel; or (3) by the developer or owner at the time that an application for water service and request for a water meter is filed with the Agency.

Any developer or landowner that subdivides property shall enter into an agreement prepared by the Water Agency which shall specify the participation fee payment requirements of this section and identify the specific land or parcels pertaining to the agreement. This agreement shall be recorded prior to approval of the final subdivision map. Failure to execute this participation fee agreement as provided above shall void any will serve or conditional will serve commitment the Water Agency may have to provide water service regardless if on a retail or wholesale basis.

In the event that Developer sells to a purchaser in one conveyance all of the parcels or a major portion of the parcels covered by a final map approved by a city or the County respecting the Development, participation fees for the lots covered by the final map shall not be due through the escrow for that sale if, prior to the close of the escrow, the purchaser of the land either assumes the existing developer agreement or executes a new agreement with substantially the same terms and conditions as the agreement entered into by the original developer described above in this section. Any successor agreement also shall be recorded by the Agency.

In every circumstance where any participation fees remain unpaid on any lots or parcels in a multi-unit subdivision ten (10) years after the date that the final subdivision map for a large-unit development is issued, or a single parcel or small lot subdivision is approved, by Amador County or any city within the County, then the developer or owner, or his, her or its successor, shall pay all remaining participation fees to the Agency within 30 days of the tenth anniversary date of the issuance of the final map. If any such unpaid and due participation fees become delinquent, then the developer or owner shall be subject to all applicable penalties, fees and interest, and the Agency may file a lien against the lots or parcels on which the unpaid fees are owed

and refuse service to the developer, owner or any successor until the delinquent fees are paid in full, including all applicable penalties, fees and accrued interest.

In every case, the participation fees to be paid on any lot or parcel will be those fees in effect on the date when payment is made.

(g) **Enforcement of Payment of Participation Fees**

A one-time basic penalty of ten percent (10%) of the participation fees due shall be added to the delinquent participation fees for the first month that the fees are delinquent. Thereafter, an additional penalty of one-half (1/2) percent per month shall be added to all delinquent participation fees and basic penalties until such time as the delinquent fees and penalties have been paid.

(h) **Determination of Participation Fees and Capacity Charges**

When determining participation fees or capacity related charges for any water system, the fee or charge shall be based on meter size, number of physical units, or equivalent dwelling units (EDUs) based on projected annual water use whichever is greater. When considering physical units, UN-4 of the Rates and charges shall be considered where applicable. Metered connections 3/4 inch and larger shall be reviewed periodically to compare the assigned EDUs to the actual annual water use. Customers having an EDU actual use greater than fees or charges previously paid shall be responsible to pay for the additional fees or charges associated with the greater water use. (Revised March 11, 2004- Resolution No. 2004-16)

**Section 2.07 Payment of Participation Fees by Resale Customers
Except CAWP Entities**

With respect to the Agency's resale customers' applicants for will serve commitments or applicants for new water service, including but not limited to applicants for increased water service or more or larger meters, or applicants for service where the right to service may have been forfeited, such applicants shall pay to the Agency the Agency's participation fees in accordance with Sections 2.02 and 2.06. This section does not apply to the CAWP entities.

Section 2.08 Payment of CAWP Participation Fees and CAWP Proportionate Fees within CAWP Entities

(a) **Subdivisions and Other Developments Requiring Amador County Approval**

With respect to subdivisions and other projects which require Amador County approval and water service from one of the CAWP entities, the developer of such subdivision or project shall submit an application to the Agency in the form specified in Section 2.06 (b). The application shall be submitted at least ninety (90) days prior to the scheduled final approval of the subdivision or project by Amador County. Upon receipt of the application, the Agency shall make the determinations described in Section 2.06(c) within forty-five (45) days after receipt of the application, and within that period shall notify the developer in writing of its determinations.

If the determination is affirmative, then the developer shall be subject to the provisions of subsections 2.06(c), (d), (e) and (f) with respect to the payment of CAWP participation fees and if applicable, the payment of CAWP proportionate fees consistent with Section 2.12, the latter of which shall be paid in the same manner as participation fees. The developer also shall execute a recordable agreement with the Agency prior to final approval of the final map for the subdivision or final approval of the project concerning the payment of CAWP participation fees and if applicable, the payment of CAWP proportionate fees consistent with Section 2.12 in accordance with the provisions set forth in Section 2.06(f). The developer shall be credited with the payment of participation fees for one (1) unit of use for each parcel that existed and was within a CAWP entity as of July 26, 1990, as shown on the Amador County's Assessor's Parcel Book, and with any participation fees paid pursuant to an annexation.

The Agency may notify the developer at the time of the notice specified above that all or a portion of the fees must be paid on or before final approval of the final map or final approval of the project if, by resolution, the Board of Directors of the Agency determines that such early payment is necessary in order to provide water service to the subdivision or project. The fees to be paid shall be those in effect on the date of payment.

There shall be no refunds of CAWP participation fees or CAWP proportionate fees paid, except as provided in subsection 2.06(e).

(b) **Applications for Water Service within CAWP Entities**

When an application is made for water service to a premises within one of the CAWP entities, the applicant shall pay the Agency all applicable

CAWP participation fees and CAWP proportionate fees based on the number of units of use for which service is requested before the service connection is made, except as provided below:

1. The applicant shall be credited with the payment of one unit of use for each parcel that existed and was within a CAWP entity as of July 26, 1990, as shown on the Amador County Assessor's Parcel Book;
2. If CAWP participation fees and CAWP proportionate fees have been paid previously for the applicant's premises, then the applicant shall not be required to pay any such fees, unless the applicant requests more and/or larger meters than that for which such fees were previously paid for such premises. In such event, the applicant shall pay the difference between the amount previously paid and the amount due for the increased number and/or larger meters as of the date of payment.

If the amount of CAWP participation fees and CAWP proportionate fees credited to any premises exceeds the amount due pursuant to any application for service, there shall be no refund.

Section 2.09 Annexation to an Existing Improvement District

The Agency may annex property to an existing improvement district pursuant to the provisions in the Amador Water Agency Act after receiving the applicant's written request for annexation and payment of the fees as set forth in Rate Schedule UN-3(j) for processing the annexation whether or not the annexation is finally approved. The approval of the annexation may be subject to the construction of water facilities by the applicant necessary to obtain water service for the annexed property, the payment of applicable fees, rates, charges, taxes and/or assessments, and other terms and conditions. (Revised March 11, 2004- Resolution No. 2004-16)

Section 2.10 Formation of an Improvement District

The Agency may form an improvement district pursuant to the provisions of the Amador Water Agency Act after receiving the applicant's written request for formation and the applicant's agreement to pay all sums reasonably incurred by the Agency in the formation of the improvement district whether or not the improvement district is finally formed. The approval of the improvement district may be subject to the construction of water facilities by the applicant necessary to provide water service within the improvement district, the payment of fees, rates, charges, taxes or assessments associated with the operation, maintenance, repair and replacement of water facilities, and other terms and conditions. The Agency may adopt rules and regulations unique to the proposed improvement district.

Section 2.11 Annexation to the CAWP Retail Water District

If an applicant requests annexation to the CAWP Retail Water District, such request

must be approved by a majority of the CAWP entities. If so approved, the applicant shall pay CAWP Annexation Fees and all applicable CAWP Retail Water District fees consistent with the resolution declaring the annexation.

Section 2.12 CAWP Annexation Fees

- (a) **Application of CAWP Annexation Fee**
The CAWP Annexation Fee shall be paid by the property owner proposing to annex land to, or to be included within, a CAWP entity. The CAWP Annexation Fee shall be paid to the Agency within 30 days after the date of final approval of the proposed annexation or inclusion within a CAWP entity, unless otherwise specified in the resolution declaring the annexation. A CAWP Annexation Fee shall be paid for each unit of use for which the property owner requests water service or a commitment of water service in the application for annexation or addition to a CAWP entity, and shall be paid, at the time of application for water service, for each additional unit use for which service is requested for the subject annexed land subsequent to the annexation or inclusion.

- (b) **Amount of CAWP Annexation Fee.**
The CAWP Annexation Fee consists of a CAWP participation fee and a CAWP proportionate fee. The amount of these fees shall be in accordance with Rate Schedule CA-11. The determination of the CAWP Annexation Fee for condominium, town house, apartment or similar type multiple dwelling units, for manufactured homes in a manufactured home park, and for commercial, industrial or other similar uses shall be in accordance with Rate Schedule CA-11.

- (c) **Need for Water Facility Benefitting Only the Land Proposed to be Annexed or Included.**
Where the development of land which is proposed to be annexed to or included within a CAWP entity requires certain water facilities which will benefit only that land, the owner of such land shall bear the entire cost of such water facilities and shall enter into an agreement with the Agency for the financing, construction and installation of such facilities. The obligations set forth in this subsection shall be in addition to the payment of any applicable CAWP Annexation Fees.

- (d) **Deposit of CAWP Annexation Fees**
CAWP Annexation Fees shall be deposited in the Agency's CAWP capital reserve account to fund future water facilities of the CAWP system and to repay the original financing of the CAWP System. Such fees shall not be used for other purposes unless allowed by law and approved by the required vote of the CAWP entities.

Section 2.13 Main Line Extensions

- (a) **General.**
The regulations in this Section apply to both the treated and untreated water systems.
- (b) **Application For Extension**
Any developer requesting water service requiring the installation of new water facilities or the extension of Agency water facilities to obtain such service shall apply to the Agency for a main line extension agreement. The Agency will determine the adequacy of its existing system to serve the proposed development and will establish the facilities, including any off-tract pipelines and other facilities, required to provide the applied for service. Plans and specifications for the proposed facilities shall conform to the standards and requirements of the Agency as to size, type and quality of materials and as to location of mains, fire hydrants, service lines, valve boxes and other facilities. A main line extension agreement covering all pipeline extensions and other required facilities shall be entered into before work is commenced; and no new service will be permitted until all terms and conditions of the main line extension agreement have been fulfilled.
- (c) **Installation, Inspection and Guarantee of Facilities**
Upon approval of the main line extension agreement, the developer may cause installation of the water facilities to be constructed pursuant to the agreement. The Agency, at its sole option, may require in the agreement that it will install the facilities, in which event the developer shall advance to the Agency funds sufficient to cover the cost of construction, connection and inspection, and to cover related engineering, legal and administrative costs. Upon completion of construction, any funds advanced in excess of the actual costs to be borne by the developer will be refunded without interest. Any cost over and above the amount advanced shall be paid by developer upon demand. All construction not done by the Agency shall be done by a construction entity acceptable to the Agency in strict conformance with the Agency's standards and requirements, and such construction shall be guaranteed against any failure for a period of one year from the date of written acceptance by the Agency of the constructed facilities. The Agency may require a performance bond or cash deposit in an amount adequate to cover such guarantee. The Agency may, at its option, inspect all or part of the work or material and shall be given all possible assistance in performing such inspection. The developer shall advance monies to the Agency to cover the costs for such inspection. Upon completion of construction, the construction entity shall apply to the Agency for final inspection.
- (d) **Ownership**
Upon Agency acceptance of the newly constructed facilities and their

connection to the Agency's existing water system, such facilities shall become the property of the Agency in accordance with the main line extension agreement.

(e) **Payment for Extension**

The developer shall pay all costs for the installation of the facilities described in the main line extension agreement, including but not limited to service lines, fittings, valves, fire hydrants, transmission lines to connect the new facilities to the water system, and any off-tract facilities required to make water available for the developer's project. In any case where the Agency desires the installation of facilities larger than that necessary to adequately serve the developer's project, the Agency and developer shall provide for such installation and the payment of the costs therefor in the main line extension agreement.

(f) **Minimum Size Line**

The minimum size main to be installed and paid for by the developer in all main extensions shall be six inches inside diameter.

(g) **Standards of Public Agencies Having Jurisdiction of Area Where Line Installed**

Main line extensions and other facilities which will be located in an area under the jurisdiction of a public authority with ordinances, regulations or rules requiring higher minimum standards than those required by the Agency shall be built to comply with the higher standards; and the additional costs associated with compliance with the higher standards shall be borne by the developer.

(h) **Rights-of-Way**

The developer of a main line extension and other facilities shall furnish the Agency with all necessary easements and rights-of-way for such extensions and other facilities. If the developer cannot furnish such easements and rights-of-way, the Agency, at its discretion, may acquire such easements and rights-of-way; provided that the developer advances funds to the Agency sufficient to cover all of the Agency's costs of such acquisition. Any funds so advanced that are not used for such acquisition will be refunded without interest upon completion of the acquisition of the easements and rights-of-way. Conversely, any costs incurred by the Agency over and above the amount advanced by the developer shall be paid by the developer upon demand.

(i) **Exceptional Cases**

In unusual circumstances where the provisions of this Section appear unreasonable to either party, the Agency and the developer may vary said provisions in the main line extension agreement. Such modified terms and conditions shall be approved by the Board only after a report

of findings and recommendation of the General Manager.

(j) **Extensions to Untreated Water Systems**

Notwithstanding any provision of this Section to the contrary, for public health reasons:

1. Main line extensions shall be made to and accepted as part of an untreated water system only upon the approval of the Board;
2. Such approval shall be given only in those instances where the main line extension is to be used solely for the purpose of delivering water for resale, industrial, manufacturing, or irrigation purposes; and
3. The Agency shall provide no refunds to the developer who installs a main line extension connected to an untreated water system for connections to that main line.

Section 2.14 Plans

The Agency may require the developer and/or applicant for service to provide the Agency with up to three sets of plans and specifications covering the water facilities to be installed. The plans so provided shall be the exclusive property of the Agency. The applicant shall be charged a Plan Check Fee as set forth in Rate Schedule UN-3.

Section 2.15 Service Connections

- (a) Whenever practicable, the service connection from the Agency water main to the customer property line shall be installed at the time the main is constructed.
- (b) Whenever practicable, and upon written application and payment of the applicable service connection fee, the Agency will provide a single service connection from its existing water main to the curb line or property line of the premises abutting the street or easement in which the main is located, provided the water main being tapped has an adequate supply of water both as to quantity and pressure and the size and location of the service connection has been approved by the Agency.
- (c) Service connections shall be installed in accordance with the Agency's Standard Drawings and Specifications, and where practical, from a point directly opposite that of greatest water use on the premises. Typically, the service connection will be installed at the property line separating the parcels.
- (d) When a customer receiving service elevates or increases the pressure of

the water received by means of a pump of any kind, backflow prevention shall be required in accordance with the Agency's Standard Drawings and Specifications to protect the public water supply from water reentering the main line through the service connection.

- (e) Quick closing or opening valves shall not be installed on the customer's pipes which are directly connected to the Agency's mains or service pipes. A customer whose operation requires the use of a quick opening or closing valve must operate such a device from a tank, cistern, sump or other facility which may be served by, but not directly connected with, the Agency's distribution mains and service pipes.
- (f) The customer's water line from the meter shall be installed, owned and maintained by the customer, and it shall be maintained in a condition that will readily permit meter repair, removal or replacement without leakage.
- (g) Any property corner monuments disturbed by the Agency will be replaced by the Agency at its expense.

Section 2.16 Responsibility for Water Receiving Equipment

- (a) The customer shall furnish and install at customer's own risk and expense that portion of the water system which begins at the outlet side of the meter. At the time of initial installation, the Agency, at the customer's expense, will install the customer's gate and ball check valve as referred to in the Agency's Standard Service Connection Drawing No.SW008 and SW009. Following installation, the gate and ball check valve shall be the property of the customer. Such water receiving equipment shall remain the property of the customer; and the customer shall be responsible for their maintenance, repair and replacement. The Agency shall have the right to require the customer to adjust, replace or discontinue using any water receiving or regulating equipment on the customer's side of the meter which disturbs or inconveniences other customers, is in disrepair or impairs Agency's facilities. The Agency does not assume the duty of inspecting the customer's service equipment, appliances or apparatus or any part thereof and assumes no liability therefor. In the event that the customer finds the water service to be defective, the customer shall notify the Agency immediately to this effect.
- (b) The customer shall be responsible for connecting their pipeline to the Agency's meter. Connections involving other than typical domestic meter sizes (5/8" x 3/4" to 2") shall require inspection by the Agency and possibly special arrangements depending on the circumstances of the connection. Such circumstances may require a main line extension

agreement.

- (c) Where reduced or increased pressure is desired, the customer shall be responsible for installing and maintaining the necessary regulators, pumps and relief valves. In such cases, the equipment shall be installed on the customer's side of the meter consistent with the above provisions and at his own risk and expense. All services with more than 80 psi static pressure shall be equipped with a pressure regulator set to 60 psi maximum. The regulator shall be installed, maintained, replaced and owned by the customer. The regulator shall be installed in a separate enclosure on the customer's side of the meter.
- (d) The Agency shall have the right to terminate water service to a customer if any part of the customer's service equipment, appliances or apparatus shall at any time be unsafe, is in disrepair, impairs Agency facilities or if the utilization of water by means thereof shall be prohibited or forbidden under the Agency Water Code or the authority of any law or local ordinance or regulation, and shall not restore service until the customer shall place his equipment, appliances or apparatus in good and safe condition and complies with all laws, ordinances and regulations applicable thereto.

Section 2.17 Backflow Prevention

In making plumbing connections, the customer is required to comply with the regulations of the California State Department of Health Services and the United States Public Health Service. Such regulations prohibit (1) unprotected cross-connections between a public water supply and any unapproved source of water (i.e., wells), and (2) water service to premises where there is a possibility of contaminated water backflowing into the public water system.

- (a) The installation of backflow prevention assemblies shall be by and at the expense of the customer before the Agency approves or continues service. They shall be installed under the following conditions:
 - 1. Where another source of water, whether cross-connected or not, is in use or is available for use at the premises;
 - 2. Where non-potable water, contaminated liquid or soluble substances of any kind are used, produced or processed at the premises;
 - 3. Where the customer elevates or increases the pressure of water received by means of a pump of any kind;
 - 4. Where the Agency determines that because of the customer's water facilities or equipment, a backflow prevention assembly is necessary; or
 - 5. Where a premises has any sewage treatment facility or pumping station.

- (b) When check valves or other protective devices are used as a protection to the customer's plumbing system, a suitable pressure relief valve shall be installed and maintained by the customer at customer's expense. The relief valve shall be installed between the check valves and the water heater.
- (c) In special cases, the Agency may require the customer to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow.
- (d) The owner of any premises on or for which check valves or other protective devices are installed shall maintain, repair and replace these devices, and shall inspect them for water tightness and reliability at least once per year in accordance with the regulations of the California State Department of Health Services. Such inspection documentation must be provided to the Agency annually. The Agency may require more frequent inspections if, upon inspection, the device fails, or where it has been determined that the hazard justifies more frequent testing and/or inspections. (Revised March 11, 2004- Resolution No. 2004-16)
- (e) Double-check valves and other protective devices may be inspected and tested for water tightness by the Agency when it is suspected that the device may not be operating properly or the owner has not provided proof of compliance with this Section. If the inspection cannot be made without undue difficulty because of an obstruction or other interference, the customer will be notified and requested to either correct the condition or have the inspection made at his own expense and witnessed by the Agency. The Agency shall bill the owner for its costs for such inspection which bill shall be paid within thirty (30) days after its date. Interest shall accrue at the legal rate on any delinquent amount.
- (f) Service to any premises may be discontinued if it is found that dangerous or unprotected cross-connections exist, or if any defect is found in the check valves or other protective devices. Service shall not be restored until such defects are corrected at the customer's expense and applicable Agency service restoration charges have been paid as set forth in Rate Schedule UN-3(c). (Revised March 11, 2004 - Resolution No. 2004-16)
- (g) Inspection and testing shall be performed by a State certified backflow prevention device inspector. A list of certified inspectors will be made available to the owner by the Agency.