

DIVISION VII MAIN EXTENSIONS

Section 7.01 Applications for Main Extensions.

The following rules are established:

- (a) **Determination.** Upon receipt of any application for water and/or sewer service, the Manager shall determine whether a main extension is necessary to provide service. Whenever, in the judgment of the Manager, such main extension is necessary to provide service to property described in such application, the District shall not be required to approve said application or furnish such service unless a main extension agreement is entered into between the applicant and the District and the main extension be installed by the applicant in the manner provided in this Division.
- (b) **Application.** Any owner of one or more lots or parcels or subdivider of a tract of land where, in the opinion of the Manager, one or more main extensions is required, shall make a written application therefor to the District, said application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District, and be accompanied by a map showing the location of the proposed main extension(s) and service connections. The application shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of District, prepared by a Registered Civil Engineer showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by the District Engineer who shall approve them as filed or require them to be modified as he deems necessary for proper installation.
- (c) **Investigation.** Upon receipt of the application, the Manager shall make an investigation of the proposed extension(s), of the adequacy of the District's water and/or sewer systems to serve the proposed development, and of all other water and/or sewer facilities required to serve the proposed development. The Manager shall submit his findings to the Board.
- (d) **Board Determination.** The Board shall thereupon consider such application, the Manager's findings and, after such consideration, reject, amend or approve the application. If the Board approves or conditionally approves such application, the applicant shall enter into a main extension agreement with the Board consistent with such approval and covering all pipeline extensions and associated facilities before work is commenced. No service shall commence until all terms and conditions of the main extension agreement have been fulfilled.

Section 7.02 Installation, Inspection and

Guarantee.

Upon approval of the main extension agreement, the applicant may cause the main(s) and associated facilities to be installed. The District, at its sole option, may install such facilities and the applicant shall advance to the District funds sufficient to cover the cost of construction, connection and inspection. Upon completion of construction, any funds advanced in excess of the actual costs to be borne by the applicant will be refunded without interest. Any cost over and above the amount advanced shall be paid by the applicant upon demand and before any service commences. All construction not done by the District shall be done by a construction entity acceptable to the District in strict conformance with the District's standards, requirements and specifications and such construction must be guaranteed against any failure for a period of one year from the date of written acceptance by the District. The District may, at its option, inspect all or part of the work or material and shall be given all possible assistance in performing such inspection. Upon completion of construction, but prior to connection to the District's water and/or sewer systems, the construction entity shall apply to the District for final inspection of all facilities constructed pursuant to the main line extension agreement.

Section 7.03 District Costs Related to Main Extension.

In the event the applicant constructs the main extension and associated facilities, the Board shall estimate the costs to the District of the main extension and associated facilities, including all engineering, legal, inspection and other expenses attributable thereto. The applicant shall advance the amount of such estimate. If the amount of the advance deposit exceeds the actual cost to the District of engineering, legal, inspection and other charges attributable to the extension, the balance shall be refunded to the applicant. If the amount of the deposit is insufficient to pay all the costs of engineering, legal, inspection and other charges attributable to the extension, the applicant shall pay all such costs to the District prior to the acceptance of the extension by the District.

Section 7.04 Ownership.

Upon completion of the main extension and associated facilities and their acceptance by the District, such facilities shall become the property of the District.

Section 7.05 Payment for Main Extension.

The applicant shall pay all costs of materials and installation of the main extension and associated facilities. In any case where the District desires the installation of facilities larger than that necessary to adequately serve the applicant's development, the District and applicant shall provide for such installation and the payment of the costs therefor in the main extension agreement.

Section 7.06 Rights-of-Way.

The applicant of a main extension shall furnish the District with all necessary easements and rights-of-way for such extension. If the applicant cannot furnish such easements and rights-of-way, the District may, at its discretion, acquire such easements and rights-of-way; provided that the applicant advances to the District funds sufficient to cover all of the District'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 District over and above the amount advanced by the applicant shall be paid upon demand by the applicant and before service commences.

Section 7.07 Refund Agreement.

Refunds may be made to the applicant(s) who have paid for an extension as follows: Where the cost of the extension has been paid for by the applicant, the District may after connection of services and for a period not longer than ten (10) years after the date such extension(s) is originally connected to the District's water and/or sewer system, collect each year from any customer connected to such main extension, that fraction of the cost contributed for such extension, as approved by the District, as one-half the number of lineal feet of property owned by such user along said extension bears to the total number of lineal feet of property held by potential users along such extension as determined by the District at the time such extension(s) is connected to the District's water and/or sewer system. Such sums as are thus actually received by the District shall be paid by the District only to the applicant(s) who originally installed or advanced funds toward the cost of such extension. The District shall in no way be obligated to assure that the applicant(s) making such extension are paid the total of the costs therefor nor to initiate any action nor incur any expense to collect any sum to be paid such applicant(s); nor shall refund be made from any revenues derived from water and/or sewer service.

Section 7.08 Service Connections.

Service connections to the main extension shall be made in accordance with applicable provisions of this Chapter of the District Code and Division XI of Chapter 2 and Division XXXIV of Chapter 3 of the District Code. No portion of any primary facility fee shall be included in the amount established for refund under Section 7.07.

Section 7.09 Persons Authorized to Perform Work.

Only properly licensed contractors shall be authorized to perform the construction of the main extension(s) and associated facilities. All terms and conditions of the main extension agreement involving construction shall be binding on the contractor.

Section 7.10 Grade Stakes.

Grade and line stakes shall be set by a Registered Civil Engineer, at the applicant's expense, prior to the start of work for any main extension.

Section 7.11 Compliance with Local Regulations.

Any person constructing a main extension shall comply with all state and county laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay all fees required by the agency having jurisdiction.

Section 7.12 Protection of Excavation.

The applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a main extension is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the streets against any such conditions in connection with the construction of the extension. Streets and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District and the county or any person having jurisdiction thereover.

Section 7.13 Design and Construction Standards.

The standards for the design and construction of main extension(s) within the District shall be in accordance with the applicable provisions of the ordinances, rules, and regulations of the District and with the DISTRICT STANDARD SPECIFICATIONS heretofore or hereafter adopted by the District, copies of which are on file in the District office. The Board or the District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

"As-built" drawings showing the actual location of all mains, structures, Y's, T's, laterals and cleanouts shall be filed with the District before final acceptance of the work.

Section 7.14 Performance Bond.

Before commencement of construction of the main extension(s) and associated facilities, the applicant shall furnish to the District a faithful performance bond or cash in the amount of the total estimated cost of the work, or other approved surety at the option of the Board. Said bond to be secured by a surety or sureties satisfactory to the District. The cash deposit or faithful performance bond shall be conditioned upon the satisfactory completion of the work and shall guarantee against defective work or materials for a period of one (1) year after the date of acceptance of the work.