

LVRWD9 -- Developer/Development Policy

The purpose of this policy is to provide a standardized procedure for the extension of rural water service to multiple lots within a development or developing subdivision. This anticipates the eventual individual service to homeowners within the development, with each holding a benefit unit. This policy will ensure safety and quality of drinking water to residence during the construction procedures and thereafter. The District reserves the right to modify these procedures, through agreement or otherwise, for any project, at its discretion.

PROCEDURE FOR DEVELOPER

- A. If a developer desires to obtain District rural water service to a proposed subdivision, the developer shall provide a final plat, map approved by the county and/or similar design documents that will allow the District to determine the size of lots, location of homes and possible placement of facilities meters. The developer shall establish at that time, the number of meters that will be served by the improvement. If it is a phased improvement, the developer will be required to commit to a number for all planned phases and an agreement that only the phases currently sought to be constructed shall be subject to this Policy or any agreement, and that the developer has no vested right in any policy or procedure of the District if other phases are not built at that time.
- B. If the District determines that an extension of its own main supply or distribution lines will be required to reach the subdivision, the developer will also comply with all District policies on such an extension. If the District determines that extensions of service will require excessive capital costs, or that service is in some way inadvisable, impairs service to existing customers or presents problems of delivery of safe water service, the District has the right to decline to provide service.

APPLICATION PROCESS FOR DEVELOPER

- A. Upon completion of the preliminary plans and specifications, the District shall present them to the developer along with an estimated cost for the developers review. If the developer wishes to proceed, the developer will have 30 days from the time the plans were presented to accept the estimate.
- B. The Developer will, simultaneously with the execution and delivery to the District of a signed Water Main Extension Agreement and pay 100% of the estimated cost to the District.
- C. Once the agreement is signed and payment is received, the District will put the developer on a schedule to proceed with the project. If any plans or materials are

changed during the construction and the cost exceeds the amount deposited for the construction process, the District shall be reimbursed this amount by the developer before any water service will be provided.

CONDITIONS AND RESTRICTIONS

- A. Unless specifically stated in this policy, the rights and duties of the developer and the District will be governed and controlled by the District By-Laws and Rules and Regulations, along with established Board Policy.
- B. The District shall be in sole control of the construction process through its officers, employees and engineers. The District will have sole control over the construction process, including the determination of completion of the project, including the time of completion. The developer has no right to contest any changes to the plans or the construction process that are deemed necessary to complete the project. If such changes arise the developer and District will have a consultation about said changes to make developer aware. The developer will not be considered a third-party beneficiary of any construction contract.
- C. The developer agrees to cooperate fully in the project and provide all necessary easements or other interests in land required for the project, and to assist in obtaining any required permits from other government agencies.
- D. The developer will bear the risk of any unknown subsurface conditions or subsurface impairments that are discovered in the process of construction. The developer will provide any and all studies performed by the developer regarding subsurface conditions at the property, and the District is not required to do any subsurface testing prior to construction. If subsurface conditions appear, the District shall attempt to notify the developer to determine if the developer desires to complete the project, but regardless of notice or any changes in the project, the developer agrees to cover any additional costs resulting from these conditions.
- E. If the developer fails to proceed with the development, assigns its ownership to persons other than consumer lot buyers or turns over possession of the property to any lender or lienholder, for any reason, the District shall discontinue application of this policy until such time as the lender or assignee agrees to obligate itself to these policies and agrees to further sale or development in line with this policy. Absent agreement, the District will not be obligated to provide any benefit units to any party or approve the transfer of the same without compliance with this condition.

DISTRICT'S RIGHT TO WATER LINE & IMPROVEMENTS

- A. Once installed, the Water Main/Line Extension and all engineering and construction documents related thereof, shall be the property of the District, free of any interest of the Applicant and free of any liens and encumbrances whatsoever, and thereafter the District shall have sole responsibility for the same. The District shall have the right to repair or replace the Water Main/Line Extension at any time. The District shall have the right to extend any main installed pursuant to the terms of these Water Main/Line Extension Policies and to extend any lines connected to such lines, in or to other lands, streets, or avenues and Applicant or any customer. The developer/customer shall not by reason thereof, be entitled to any repayment in accordance with our extension policy unless deemed to be reimbursable by the District per existing extension policy.
- B. All decisions to be made in connection with the manner of design and installation of the Water Main Extension, the type of materials to be used, and the maintenance thereof shall be and shall remain at the exclusive discretion and under the sole control of the District.

DISTRICT: Leavenworth Rural Water District 9

Print Name: _____ Sign Name: _____ District Manager Date: _____

DEVELOPER/DEVELOPMENT: _____

Print Name: _____ Sign Name: _____ Developer Date: _____