

Staff Report

TO: Board of Directors

FROM: Shannon Wood, Business Services Technician
Doug Roderick, P.E., Interim Engineering Manager

DATE: September 8, 2021

SUBJECT: Temporary Service Location (TSL) Agreement –
Kate Robinson Frey-Richiger (Consent)

ENGINEERING

RECOMMENDATION:

Approve Agreement for Temporary Water Service and Contribution for Future Treated Water Main Extension with Kate Robinson Frey-Richiger as recommended by the Variance Screening Committee.

BACKGROUND:

Kate Robinson Frey-Richiger owns property located at 12437 Silk Tassle Circle, Nevada City, CA. She submitted an application for the TSL program May 13, 2021 which was approved May 27, 2021. All appropriate agreements have been executed and applicable fees have been collected.

BUDGETARY IMPACT:

None. All costs paid by Kate Robinson Frey-Richiger. In addition to all appropriate connection fees, the Future Treated Water Main Contribution collected for this parcel is \$15,268.39

/sw

Attachment (1):

- Agreement for Temporary Water Service and Contribution for Future Treated Water Main Extension – Kate Robinson Frey-Richiger

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424**

APN: 037-170-040

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR
TEMPORARY WATER SERVICE AND CONTRIBUTION FOR
FUTURE TREATED WATER MAIN EXTENSION
Kate Robinson Frey-Richiger**

This agreement, made on the 12th day of August, 2021, by and between the NEVADA IRRIGATION DISTRICT (“DISTRICT”), an irrigation district formed and existing pursuant to Division 11 of the Water Code of the State of California, and **KATE ROBINSON FREY-RICHIGER, TRUSTEES OF THE RICHARD FREDERICK AND KATE ROBINSON RICHIGER TRUST, DATED JANUARY 11, 1991, AS AMENDED** (“CUSTOMER”), authorizes a temporary domestic water service to the Customer, subject to certain conditions and obligations, and provides for the termination of such temporary water service upon the installation of future treated water mainline facilities (“FUTURE MAIN”) fronting or abutting CUSTOMER’S PROPERTY and further provides as follows:

RECITALS

WHEREAS, Customer is the owner of a parcel of land located at **12437 Silk Tassle Circle, Nevada City, CA 95959**, known as Assessor Parcel No. **037-170-040**, of Nevada County, and more particularly described in vesting deed recorded on September 28, 2020, Document Number 20200025429, of Nevada County Records referred to as Exhibit “A”, attached hereto and by this reference incorporated herein (“PROPERTY”); and

WHEREAS, CUSTOMER desires potable water service from DISTRICT and such service cannot be provided under DISTRICT’S established rules because PROPERTY is not fronted by a treated water main to provide a permanent water service to PROPERTY meeting DISTRICT’S rules for service; and

WHEREAS, CUSTOMER can access a DISTRICT treated water main that does not front PROPERTY through an easement, or easements, from neighboring property owners; and

WHEREAS, in lieu of installing a mainline extension at this time, CUSTOMER is agreeable to pay CUSTOMER’S fair share of the FUTURE MAIN to be built by others, and has requested approval for a Temporary Service Location (“TSL”) from DISTRICT until such FUTURE MAIN is constructed; and

WHEREAS, the TSL provides for a connection to DISTRICT’S treated water pipeline on the west property line of Nevada County APN 037-170-062 also known as 13010 Idaho Maryland Road, Nevada City, until a permanent service location is available, in accordance with the rules and regulations of DISTRICT, from the FUTURE MAIN; and

WHEREAS, in addition to paying all capacity charges and meter installation fees for the temporary and future connections to the DISTRICT pipelines, CUSTOMER is willing to contribute to the cost of the FUTURE MAIN based on DISTRICT'S estimates and formula for Treated Water Main Contribution ("TWM CONTRIBUTION"), as identified herein.

AGREEMENT

NOW THEREFORE, DISTRICT and CUSTOMER agree as follows:

1. DISTRICT hereby approves CUSTOMER'S request for a TSL to provide treated water to the PROPERTY, in the approximate location shown on **Exhibit "B"**, attached hereto, and subject to CUSTOMER'S payment of all charges and fees, and compliance with all terms of this Agreement.

2. Easements. CUSTOMER has executed a Water Service Agreement for Parcels not Fronting NID Waterline addressing the construction and maintenance of a temporary service line to the point of connection for the TSL, and such agreement is recorded with the County Recorder of Nevada County, with a conformed copy of such recording on file with the DISTRICT.

CUSTOMER has provided adequate easements or Rights-of-Way for the future water main and related appurtenances, if applicable.

3. Fees and Charges. CUSTOMER has paid the current connection fee for the TSL connection to the existing water main, and the current capacity charge for a **5/8**-inch service. In addition, CUSTOMER has paid an amount equal to an additional connection fee representing the estimated costs for the relocation and future connection to the FUTURE MAIN at the permanent location, and any other related fees required by DISTRICT rules and regulations. For the purpose of this Agreement, current fees and charges shall mean the DISTRICT rates, fees, or charges that are in effect at the time of payment by CUSTOMER.

4. Contribution to the Future Main. CUSTOMER and DISTRICT understand and agree that the FUTURE MAIN will benefit CUSTOMER, that CUSTOMER desires to pay CUSTOMER'S fair share thereof, and that the TSL is not intended to be a permanent point for delivery of water service to CUSTOMER'S parcel. Therefore, CUSTOMER and DISTRICT agree that approval of this TSL does not reduce or eliminate CUSTOMER'S obligation to pay the pro-rata share of the FUTURE MAIN, and that the actual cost for the FUTURE MAIN, and CUSTOMER'S prorata share of that cost, can only be estimated at this time. Therefore, CUSTOMER agrees to contribute and the District acknowledges receipt of **\$15,268.39** to the actual cost of the FUTURE MAIN, based on DISTRICT'S estimate and formula for a Treated Water Main, and both CUSTOMER and DISTRICT agree that the TWM CONTRIBUTION represents a reasonable pro-rata share of the current estimated cost of the FUTURE MAIN, including the costs for design, surveying, inspection, installation and materials, construction staking, and project management. No further contribution will be required of CUSTOMER for FUTURE MAIN unless PROPERTY subdivides.

The DISTRICT shall deposit the TWM CONTRIBUTION in an interest bearing account for use in funding the FUTURE MAIN by a private water line extender, DISTRICT, or another public agency.

5. Connection to the Future Main. Upon completion of the FUTURE MAIN, DISTRICT will install a meter to the FUTURE MAIN at the permanent service location fronting the PROPERTY, or at such other location as is consistent with DISTRICT'S rules and regulations. DISTRICT shall notify CUSTOMER of the meter availability at the permanent service location and provide CUSTOMER with 30 days notice of the termination of the TSL. Upon receipt of such notification, CUSTOMER shall re-plumb water service to the permanent meter location. All CUSTOMER'S costs that are necessary for disconnection from the TSL and of reconnecting the CUSTOMER'S buildings to the permanent service location, including the cost of all piping, trenching, valves, and landscape restoration shall be borne by the CUSTOMER. DISTRICT will remove the meter at the TSL and cut CUSTOMER'S service line connected thereto at any time after the expiration of said 60 days after it provides the notice specified above.

6. Single Use. Water service in accordance with this Agreement shall be for one single-family residence only - which may include one "granny unit," on the PROPERTY. Service to additional dwellings or parcels shall terminate this TSL.

7. Title. Grant of this TSL and related provision of domestic water service, and DISTRICT'S right to terminate said TSL upon notice of a permanent meter location constitutes a covenant running with and benefiting and burdening the PROPERTY, and further constitutes an equitable servitude running with said PROPERTY and may be enforced against CUSTOMER, the heirs, successors and assigns, at such time as said permanent service location has been provided by DISTRICT.

8. Termination. As and for further consideration of this TSL approval by DISTRICT, CUSTOMER, the heirs, successors and assigns, hereby agree that water service to be provided to the PROPERTY is subject to discontinuance by DISTRICT in the event of a breach of this Agreement by CUSTOMER, the heirs, successors and assigns.

THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

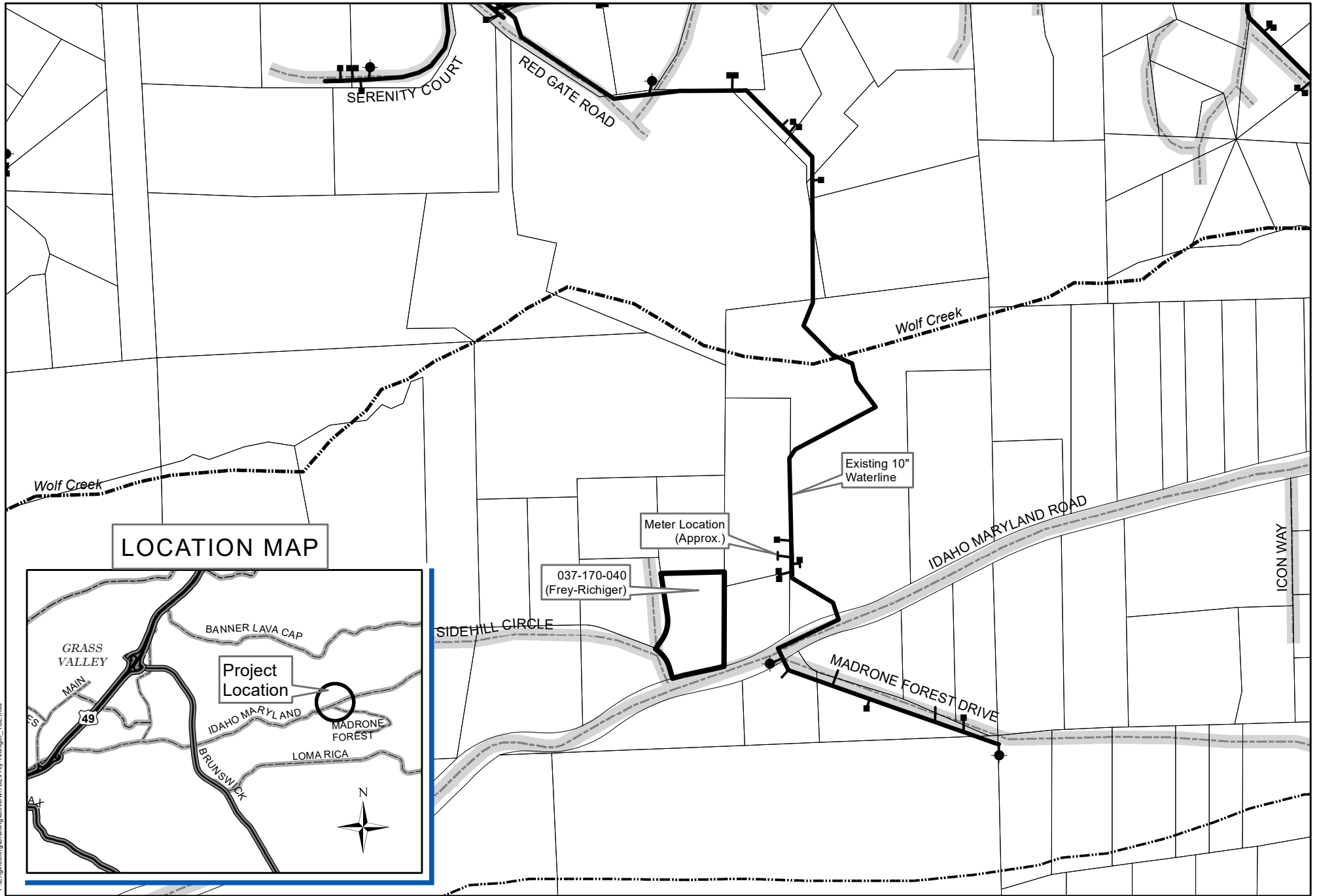
CUSTOMER

NEVADA IRRIGATION DISTRICT (DISTRICT)

By: _____
Kate Robinson Frey-Richiger, Trustee

By: _____
Chris Bierwagen,
President of the Board of Directors

[Notarize all signatures]



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NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY
GRASS VALLEY, CALIFORNIA

FREY-RICHIGER TSL LOCATION

Drawn By: D. HUNT

Date: 8/10/2021

Scale: 1" = 400' @ 8-1/2x11

EXHIBIT 'B'