



COMMUNITY SERVICES DISTRICT

WILL SERVE LETTER POLICY
(Adopted by the Board of Directors on November 14, 2007,
Amended February 18, 2015)

Centerville Community Services District (the "District") provides water services within the District's Service Boundary in Shasta County, California. Periodically, the District receives from property owners a request for the District to provide to a regulatory agency a "Will Serve Letter." A Will Serve Letter provides notification to the regulatory agency and the applicant that the District has sufficient water and facilities available to serve and that the District will serve the real property owned by the applicant subject to this policy and conditions contained in the Will Serve Letter. Will Serve Letters will be considered by the District upon receipt of a complete application and will describe the location, type of service and the specific conditions under which the District will provide service. Residential Developments of four (4) or fewer parcels may be approved by the District Manager. Subdivision and Commercial Developments must be approved by the Board of Directors. This Will Serve Policy adopted by the Board of Directors of the District sets forth the policies of the District with respect to the issuance of Will Serve Letters.

The District Manager will report on any Will Serve Letters issued by the District at the next regularly scheduled Board of Directors meeting.

Additionally, the District Manager will provide a report annually on the status of all issued and unexpired Will Serve Letters during the planning process for the upcoming fiscal year.

Section 1 - Will Serve Letters

1. District Will Serve Letters are issued to regulatory agencies consistent with this policy and on behalf of an applicant to provide an indication of the District's willingness and ability to provide domestic water service to real property within the District's Service Boundary or to real property within the District's Sphere of Influence Boundary which is to be annexed into the District's Service Boundary. A Will Serve Letter outlines the general conditions under which the District will provide such water service. It is the District's conditional commitment to provide domestic water service to new customers.

2. The District will not issue a Will Serve Letter for real property which is not within the District's Sphere of Influence Boundary at the time of the request for the Will Serve Letter.
3. The District will suspend the issuance of Will Serve Letters when the sum total of the estimated yearly usage of all outstanding Will Serve Letters and the estimated yearly usage of current District customers reaches one hundred percent (100%) of the District's available water.

Section 2 - Eligibility & Criteria

1. Applications for Will Serve Letters requesting water service outside of the District's then existing Service Boundary will only be processed upon an affirmative showing or agreement by the applicant that any Will Serve Letter will be conditioned expressly upon approval of an annexation of the affected real property by the District's Board of Directors and completion at the applicant's sole cost and expense of the annexation of the real property into the District's Service Boundary through the Shasta County Local Agency Formation Commission.
2. The District's contract with the Bureau of Reclamation requires that water obtained through the contract be served only in the District's Service Area as defined by the Bureau of Reclamation. In the event that real property for which a Will Serve Letter is requested is not within the District's Service Area the Will Serve Letter will be expressly conditioned upon obtaining Bureau of Reclamation approval for inclusion of the real property within the District's Service Area. Obtaining Bureau of Reclamation approval shall be at the applicant's sole cost and expense.
3. The applicant shall be given eighteen (18) months to complete the required annexation to the District's Service Boundary and the modification of the District's Service Area through the Bureau of Reclamation, following the date the annexation is first approved by the Board of Directors. An extension may be granted by action of the Board of Directors of the District.
4. A Will Serve Letter issued by the District to an applicant shall terminate at the sooner to occur of ten (10) years after the date of the Will Serve Letter or unless connection to the District water system has been made prior to the termination or expiration of any use permit, tentative map or parcel division approval, or upon the termination or expiration of any building permit issued to the applicant for construction of improvements on the real property which is the subject of the Will Serve Letter.

5. Connection of water services as provided in a Will Serve Letter shall be contingent upon the District, at the time of request for connection, having sufficient water based upon their contractual entitlements and owned water, and shall further be contingent upon the District having sufficient treatment and delivery capacity to comply with all laws and regulations concerning the delivery of domestic water. All District commitments to deliver water shall, during drought conditions, be subject to the provisions of the then current District Drought Contingency Plan.

Section 3 - District Fees and Costs

1. Applicants for Will Serve Letters shall be responsible for payment or reimbursement to the District as provided in this policy of all District fees and costs in existence on the date that a request by the applicant for connection to the District's water system is made. Connections to the District's water system will be made only to real property which have, at the time of the request for connection, a valid building permit.
2. The District establishes and periodically updates fees, charges and cost reimbursements which are applicable to annexation into the District, and connection of water service to real property being developed in the District. The fees established by the District which are applicable to a Will Serve Letter and connection of water service to the District and for which an applicant will be responsible are as set forth on **Exhibit "A"** attached hereto.
3. District fees and costs are normally updated not more frequently than annually although additional fees and costs may be implemented by the District by ordinance at any time. An applicant for a Will Serve Letter shall be responsible at the time that such fees are to be collected to pay to or reimburse the District for all fees and costs in existence on the date of the request for connection.
4. A New Water Purchase Fee will be collected for each parcel at the time of connection to the District water system in accordance with Ordinance No. 2006-04, adopted November 15, 2006 and as thereafter amended. These funds are to be used by the District to acquire additional water supplies to provide for the projected growth of the community served by the District.

Section 4 - Application for Will Serve Letter - Form

1. Any person or entity requesting a Will Serve Letter from the District shall fully complete and submit to the District an “Application for Will Serve Letter” in the form attached hereto as **Exhibit “B”**. The application will not be considered received by the District until such time as all information required thereon has been provided and the form has been duly executed as provided in the form.
2. An applicant will be required to pay at the time of the submission of the Application for the Will Serve Letter those District administrative fees then in effect for the submissions of an Application for Will Serve Letter together with any deposits required for engineering fees and attorneys’ fees, all as provided on **Exhibit “A”** hereto.
3. Following receipt by the District of a complete Application for Will Serve Letter, together with any fees or costs required at the time of the filing of the application, the District will have up to 21 days to review the request. During the review process the District may require the applicant to furnish the District with such other and further information as the District deems pertinent to review and process the application. If during the District’s initial review of the application, the District determines that there are additional fees or costs which are required to evaluate and process the application, the District will provide an estimate of these additional fees and costs in writing to the applicant. The District requires collection of all fees and costs at the times provided in **Exhibit “A”** hereto.
4. The District will not provide water service to any property in the event of non-payment of any applicable fees or costs.

Section 5 - Development Agreement

1. Applicants who request a Will Serve Letter from the District to supply water to a proposed development which requires the construction of new or additional District water distribution system improvements in order to provide water service requested, will be required to enter into a Development Agreement between the applicant and the District.
2. The Development Agreement will set forth all terms and conditions of water service for the applicant by the District and will describe in detail the responsibilities of the applicant and the District with respect to the construction of and payment for any required District water distribution system improvements.

3. In the event a Development Agreement is required for the applicant's proposed development, the applicant will be responsible to execute and deliver the Development Agreement prior to approval of project improvement plans by the District Manager and to pay or to reimburse the District for fees and expenses incurred by the District for its District engineer and attorney in the preparation of the Development Agreement.

Will Serve Policy adopted by the Centerville Community Services District on November 14, 2007 and last amended on February 18, 2015.

The undersigned, an applicant for a Will Serve Letter from the Centerville Community Services District acknowledges receipt of the Will Serve Policy this ____ day of _____, 20____.



COMMUNITY SERVICES DISTRICT

EXHIBIT "A"

**WILL SERVE LETTER FEE SCHEDULE
July 1, 2014**

Administrative Fees

Administrative Fees are to be paid at the time an application for a will serve letter or application for connection to the District is received, whichever first occurs.

- (a) District Administrative Overhead Filing
& Research (Residential and Commercial/Industrial)\$ 50.00

- (b) Development Projects requiring a Development Agreement between
the District and the Applicant.....\$ 150.00
(The Development Agreement Fee includes (3) hours of staff time.
District staff time incurred, in excess of the initial (3) hours will
be billed on a monthly basis at the following rate).....\$ 65.00/hr.

Engineering and Attorney Fees

A deposit of \$500.00 each for engineering and attorney fees is to be collected at the time the District receives an application, which will require review by the District's Engineer and/or Attorney. After the District's receipt of a complete application, applicants will be provided with an estimate of all District Engineering and Attorney fees to be incurred. Estimated Engineering and Attorney fees in excess of the initial deposit are to be paid upon receipt of the estimate. Engineering and Attorney fees in excess of the deposits will be billed to the applicant by the District upon receipt of the bills thereafter, and are payable immediately. Deposits in excess of final billing will be refunded to the applicant.

Connection Fees

Connection fees are to be paid at the time the real property is connected to the District water system. Connection fees include the following fees and costs pursuant to District Ordinance 96-1 as amended; Capacity Fee and Service Installation Fee.

- (a) 3/4" meter \$12,405.00
- (b) 1" meter \$20,470.00
- (c) New Water Purchase Fee \$ 600.00



COMMUNITY SERVICES DISTRICT

EXHIBIT "B"
APPLICATION FOR WILL SERVE LETTER

Date: _____

APPLICANT INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Fax #: _____
E-Mail: _____

PROPERTY INFORMATION

Location of Property(s): _____

Legal Description: _____

(Include Section, Township and Range)

Assessor's Parcel Number (APN) of lot(s) to be served: _____

Service address of parcel(s) served: _____

Planning Department Development Number: _____

Type of Use:

- | | | | | |
|--|-----|--------------------------|----|--------------------------|
| a) Single Family Residence | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| b) Multi Family Residence | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c) Residential Development
(Including Residential Subdivisions) | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d) Commercial/Industrial | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Number of Units: _____ Type: _____

THE FOLLOWING ITEMS MUST BE SUBMITTED

1. Notarized "Request for Will Serve Letter" Form.
2. Multi-Family, Residential and Commercial/Industrial Developments must supply blueprints.
3. Check payable to the Centerville Community Services District for all fees associated with the Request for Will Serve Letter Form.
4. **Please Note:** Payment for Will Serve Letter fees and the Request Form will not be accepted until all required items have been submitted.

WILL SERVE LETTER ADDRESSEE INFORMATION

This Will Serve Letter needs to be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Fax #: _____
E-Mail: _____

Property Owner(s) Name, Address and Phone Number:

Name:	Address:	Phone #;
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I (We) the undersigned applicant(s) do hereby request a Will Serve Letter from Centerville Community Services District for the real property(s) described in this application. The undersigned certifies under penalty of perjury that I (we) have provided correct information as required by this form. I (we) understand and agree that I (we) will be responsible for and will pay all fees and costs associated with the Will Serve Letter as provided for in the Will Serve Policy of the Centerville Community Services District.

Dated this _____ day of _____ 20_____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SHASTA)

On _____, before me, _____
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT “C”

Date

Shasta County Department of Resource Management
Planning Division
1855 Placer Street, Suite 103
Redding, CA 96001-1759

Subject: Proposed Tentative Map; to Create Parcel(s); APN: 000-000-000;
Applicant – Location

This is to inform you that the above referenced real property lies within the Centerville Community Services District’s current service boundaries. (or, This is to inform you that the above referenced real property lies within the sphere of influence of the Centerville Community Services District but is not within the District’s Service Boundary. The real property will have to be annexed into the District’s Service Boundary.)

Water service by the District to this property will be provided contingent upon compliance with the District’s Will Serve Letter Policy, and all rules, regulations, fees, costs and specifications of the District which are in effect at the time connection to the District’s water system is requested. **Further, the District’s obligation to serve water is contingent upon the availability of water (including both Bureau of Reclamation contractual entitlements and Exchange water) and the existence of delivery and treatment capacity as provided in the District’s Will Serve Letter Policy adopted November 14, 2007 and as amended thereafter. During drought conditions, all District commitments to deliver water shall be subject to the provisions of the then current District Drought Contingency Plan.**

The District requires receipt of and an opportunity to comment on:

1. Tentative maps for the real property or use permit applications as the case may be;
2. Review and acceptance of improvement plans for construction of needed water system improvements; and
3. Review and acceptance of completed water system improvements whether on site or off site and which are associated with this property.
- (4. Completion of the conditions as set forth in the Development Agreement.)

(This project will require a “Development Agreement” between the applicant and the District with terms and conditions as provided by the District.)

Please contact the District office should you require additional information.

Sincerely,

Chris Muehlbacher
District Manager