

POLICY

POLICY TITLE: DISTRICT'S INTENT OF DEVELOPMENT

POLICY NUMBER: 601

ADOPTED: October 11, 2010

AMENDED: March 8, 2022 Resolution 07-2022

601 DISTRICT'S INTENT OF DEVELOPMENT POLICY

601.1 Introduction

Residential and commercial development is an on-going process in the District. The intent of this section is to establish the policies that the Board of Directors deems appropriate to assure that development proceeds in a consistent manner under rules that are both fair to the developer and protective of the District's existing customers, both in the short term and long term. The following are the intents of the District Board of Directors ("Board") when considering developments:

1. Developers shall maintain money on account with the District that will be used to pay District staff time and expenses during the review and inspection of the proposed development.
2. When the District is weighing the short-term cost of infrastructure against the long-term cost of operating and maintaining that infrastructure, reducing the long-term infrastructure costs will be deemed more important than saving up-front capital costs by the developer. Important long-term costs to be considered during development planning shall include labor intensity of operating and maintaining the infrastructure and the energy cost of operating the infrastructure.
3. All improvements to the District's existing infrastructure required by the development shall be compatible with the District's existing infrastructure or that which the District knows will be required by regulatory agencies in the future.
4. All infrastructures shall meet existing District standards, design criteria, codes and regulations at the time of construction.
5. The capacities of water, wastewater, and reclaimed water systems recommended for the proposed development shall be validated by the District in relation to the capacities and reliabilities of existing and planned District water and wastewater systems. The validation shall be done for the expected build-out of Pine Mountain Lake and other expected developments previously approved by Tuolumne County, in combination with the flows expected from the proposed development.
6. The developer shall mitigate any negative impacts on District infrastructure or services caused by the addition of the proposed project into the existing infrastructure, and pay all then current connection, capacity and development impact fees.
7. For commercial and residential developments, an instrument of insurance shall be provided

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to the District to assure that once the development is under construction, any improvements or connections to the existing District infrastructure associated with the project will be completed as detailed in plans approved by the District.

8. For large commercial and residential developments, the developer shall demonstrate its ability to properly complete the project by showing past experience successfully completing projects similar to that proposed and has the financial depth to complete the project.
9. For large commercial and residential developments, the proposed development shall be connected to the District's wastewater collections and treatment systems or a District- approved alternative.
10. For large commercial and residential developments, if fire flows do not currently meet the requirements of the proposed development, then the developer will be required to expand the capacities of the existing system to meet his development's fire flow requirements as established by the District.
11. Open area and green belts in the proposed development that may be irrigated shall be plumbed to receive recycled water. The District reserves the right to deliver recycled water and/or apply other water conservation measures to conserve potable water to the development at the developer's expense.
12. The proposed development shall conform with all aspects of the Tuolumne County General Plan and any applicable Area Plan Amendments to the General Plan. The District will entertain incentive programs proposed by the developer to assist the developer to conform to these plans.
13. If the proposed project must be annexed into the service area of the District, and LAFCO requires the developer to modify his project in a way that changes the design of District- related infrastructure, then the District will require the developer to suspend the annexation proceedings until the District infrastructure issues have been resolved to the District's satisfaction.
14. If a proposed development is to be annexed into the service area of the District, the capacities in the District's existing infrastructures that are reserved for existing parcels within the service area shall not be used by the proposed development. In addition, it is the District's policy to allocate water supply availability and wastewater treatment capacity to undeveloped parcels within its existing service area before identifying additional water supply capacity or wastewater treatment capacity to serve development which is outside the District's existing boundaries but which may be annexed into the District. The developer will be obligated to expand existing capacities in ways that do not induce additional long-term operation and maintenance expenses on existing customers beyond that which might have been expected had the development not been served by the District. In addition, the developer of a project that requires annexation may be required to expand the infrastructure capacity beyond the needs for his proposed development if the additional capacity is required for the long-term infrastructure needs of the District. The District uses Reimbursement Agreements (see Appendix 600-A—Standard Reimbursement Agreement) to reimburse developers for the additional costs associated with the extensions beyond their development needs.
15. If on-going costs of operating and maintaining the infrastructure within a development are higher than the costs associated with the existing infrastructure, then the District shall cover these additional costs by implementing a cost mitigation plan, such as forming an improvement district for the new development so that the existing District customers do

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not subsidize services provided to the new development.

16. The District shall require the developer of large residential and large commercial projects, as those are further defined in this policy, to prepare a detailed financial impact analysis as part of the Sub-Area Master Plan. The analysis shall evaluate long-term financial impacts on existing District equipment, facilities and services by providing water, wastewater, parks and fire services to the proposed development. The analysis shall also disclose any anticipated additional costs (including the re-allocation of government fund taxes) or reduction in service to existing customers and future customers moving into the new development caused by the development of the proposed project. The District will require the Developer to form a Community Facilities District, created in accordance with District policies to offset the fiscal impacts identified in the impact analysis.
17. The developer shall cover the operation and maintenance costs of the project associated with water, wastewater, parks and fire service between the time of the District's acceptance of the project and full build-out of the project, less that portion of the operation and maintenance costs paid by customers who have moved into the new project.
18. If the District Board of Directors is to consider a reduction in service for existing customers to accommodate a new development, then the Board shall hold public hearing(s) to disclose to the public the nature of the reduction in service and to receive input from the public regarding the reduction in service.

601.2 Development Types and Their Associated Processes

For purposes of this policy, the District considers several types of developments and they may be treated differently. The least restrictive development type is the construction of a single residential unit. Development of multifamily residential buildings containing up to four living units, and single family residential of up to four parcels created (via parcel map) is treated by the District as a single residential unit development. Residential development of multifamily residential buildings containing more than four living units, and single family residential creating more than four parcels is considered a subdivision (via subdivision map) by the District and has special requirements by the District. Commercial development of less than or equal to 7,200 square feet in floor space and having a normal demand for District services is evaluated by the District as though it was a small residential unit development. Commercial development of more than 7,200 square feet of floor space is evaluated by the District as though it was a large subdivision development.

601.3 Variance to Development Policies

Any policy stated in Section 600 may be appealed to the District Board of Directors as a variance.

GCS D POLICY

POLICY TITLE: SMALL RESIDENTIAL & COMMERCIAL DEVELOPMENT

POLICY NUMBER: 602

ADOPTED: October 11, 2010

AMENDED:

602.1 Introduction

The following section lays out the process for developing small residential (four or less lots) and small commercial (less than or equal to 7,200 square feet of floor space) development. Applicants should also review Articles V—*Application for Water Service, No Main* and VI—*Application for Water Service Main Extension* of the District's current Water Ordinance and Articles IV—*Private Sewers To Existing Service Stubs, Classification Of Users, Connection Fees And Charges* and V—*Sewer Main Extensions Including New Sewer Service Stubs* of the District's current Sewer Ordinance prior to submitting the application for development.

Determination. After receipt of any application for GCS D services, the General Manager shall determine whether a main extension is necessary to provide service. A main extension shall be installed in the manner provided in this section whenever the District determines that such main extension is necessary to provide regular water and/or sewer service to property described in such

602.2 Applicability

Unless a water or sewer main extension is part of a District Capital Improvement Project, the Board, in most cases, expects the applicant for water and/or sewer main extension to complete all design and construction work at his expense. The applicant, or his duly authorized agent, must provide the required application and acceptable plans and specifications, which must be approved by the District prior to commencement of work.

602.3 Water/Sewer Main Extension Application

The applicant must complete the Application for GCS D Service (the template for this application is in Appendix 600-B) prior to initiating work. The application is the initial step a small residential or commercial developer will take. The information provided by the applicant will allow the District to determine if water and/or sewer service is feasible. The District will write a letter to the applicant to indicate if water and/or sewer service to the proposed development project is feasible. At this point, if the applicant wishes to continue the project, he/she will execute the Agreement for Water/Sewer System Improvements (Small Developments) and pay all applicable fees.

602.4 Agreement for Water/Sewer System Improvements (Small Developments)

Agreement for Water/Sewer System Improvements (Small Developments) will assure that the District is reimbursed for all its incurred costs in reviewing the applications, plans and specifications for the

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improvements, including all administrative, engineering, design and associated legal costs; inspection of the construction; all required environmental documentation for the improvements; together with security, bonding and warranty provisions. The template for the Agreement for Water/Sewer System Improvements (Small Developments) is provided in Appendix 600-C.

The Agreement for Water/Sewer System Improvements (Small Developments) provides that the applicant shall advance an amount equal to the estimated costs to be incurred by the District in processing the application, reviewing the plans and specifications, and inspecting the construction of the improvements. If the amount of funds advanced by the Developer exceeds the District's actual costs of engineering, design, legal, inspection and other charges attributable to the extension, the balance shall be refunded to the applicant upon completion of the improvements. If the amount of the deposit is insufficient to pay all of the District's costs incurred with respect to the project with respect to engineering, design, legal, inspection and other costs attributable to the extension, the applicant shall replenish the funds advanced to the level specified in the Agreement to cover such additional costs, and the District shall have no obligation to continue its processing of the application or its acceptance of the project until such additional deposits have been received.

602.5 Fees, Deposits and Warranties

The applicant must provide security at four levels of the project in the form of an Irrevocable Letter of Credit, Performance Bond or a Deposit with the District, in a form suitable to the District.

A. Application Fees

Application fees are charged for the District Engineer to perform a feasibility level evaluation of the project and for the District to open a file for the applicant. The amount of the application fee for water service extension is shown in Exhibit A—*Water Rates, Charges & Fees*, of the District's current Water Ordinance. The amount of the application fee for sewer service extension is shown in Exhibit A—*Sewer Rates* of the District's current Sewer Ordinance. These fees are non-refundable.

B. Administration Fee and Engineering Deposit

Once the District Engineer has evaluated the feasibility of the proposed project and finds it feasible, the applicant must sign an Agreement for Water/Sewer System Improvements (Small Developments) which outlines the fees and charges, as well as contains an indemnification for the District. Once this agreement is signed, the applicant must pay the water and/or sewer administrative fee and engineering deposit to initiate work on the project. The fees and deposits will be made in cash, check or warrant (which must clear the bank before further work is done). The administrative fee is non-refundable and is used for administrative and legal costs associated with the project. The engineering deposit is used for engineering and inspection costs and any funds remaining in the deposit will be returned to the applicant after the project is completed.

C. Participation and Meter Fees

The developer shall pay all water and/or sewer participation (connection) fees and meter fees. These fees are paid by the developer at the time they are ready to connect to the water and/or sewer mains. The amount of the participation and meter fees for water service extension is shown in Exhibit A—*Water Rates, Charges & Fees*, of the District's current Water Ordinance. The water participation fee is dependent on the size of the water meter required to serve the property. The amount of the

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participation fee sewer service extension is shown in Exhibit A—*Sewer Rates* of the District's current Sewer Ordinance. These fees are non-refundable.

D. Construction Performance Bond

The Construction Performance Bond is used to assure the District that the project is constructed and completed as planned. The form of the bond can be either an irrevocable letter of credit or a performance bond and a payment bond.

E. Construction Warranty

After the project is completed, but prior to District acceptance of the project, the applicant shall furnish to the District, the actual cost of constructing the project and a maintenance bond or warranty in the amount of 25% of the actual cost. This bond shall remain in effect for one year after final acceptance (Notice of Completion) by the District as a warranty for the construction of the water and/or sewer main extensions by the developer. Either an irrevocable letter of credit or a surety bond will be required for warranty purposes.

602.6 Provisions for Water and Sewer Main Extensions

Appendix 600-D contains the check list that the District will use for processing an application for GCSO services. The following rules are established for water and sewer service main extension:

- A. application.
- B. Application. Any owner of a land parcel where, in the opinion of the District, water and/or sewer main extensions are required, shall submit a written application for such service to the District. Said application shall contain the legal description of the property to be served and Assessor's Parcel Number thereof, any additional information which may be required by the District and be accompanied by a map or plot plan showing the location of the proposed connections. The application form for this type of development shall be made available to customers at the District office. The District may modify forms from time to time without modification to the policies contained herein.
- C. Investigation. Upon receipt of the application, the District Engineer shall make an investigation of the proposed water and/or sewer extensions and submit his opinion and the estimated cost thereof to the General Manager.
- D. Plans and Specifications. Design and construction shall be as required by this ordinance, District Standard Specifications and Details, and as may be required by statutes and ordinances of governing bodies other than the District. The most stringent requirements shall take precedence. Features not covered by any of the above ordinances, specifications, details or statutes shall be established by a California Registered Civil Engineer and be submitted to the District for review and approval.
- E. Ruling. The General Manager shall thereupon consider such application and report and, after such consideration, shall reject, amend, or approve the application.
- F. Variations. Should the applicant request a variance from the provisions set forth in the standard application, then the General Manager shall bring such request to the Board and, after such

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consideration, shall reject, amend or approve the application.

- G. District Lines. All extensions thus provided for in accordance with these policies and regulations shall be and remain the property of the District. All such lines shall be installed in easements or rights-of-way accepted by the District and recorded by the County.
- H. Dead-End Water Lines. No dead-end water lines shall be permitted except as approved by the General Manager. In cases where subsequent to the approval of a dead-end water line by the General Manager, another water dead-end line is planned in sufficient proximity to make connection feasible and such connection is recommended by the District Engineer, and approved by the General Manager, the dead-end water lines shall be connected. In cases where circulation lines are necessary, they shall be designed and installed by the District as a part of the cost of the extension.
- I. Extent and Design. All main extensions shall extend to the far property line of the developed property. If additional property is developed adjoining the same lot after installation of a main extension, the main extension shall be extended to the far property line of the additionally developed property. All standard main extensions shall be subject to design approval by the District Engineer and General Manager. Any variation to the standard main extension agreement shall be referred to the Board by the General Manager for approval, rejection or amendment.
- J. Water Service Connection. Water service connections and meters will be installed in accordance with applicable provisions as provided in Article IV—*Meters and Metered Service Connections* of the then-current Water Ordinance. All new water meters shall be of the automatic reading type.
- K. Project Acceptance. Prior to final acceptance of the project by the District, the District shall perform a final inspection and complete an Inspection Report. The template for the Inspection Report for Water/Sewer Extensions is contained in Appendix 600-E.
- L. Facilities Reimbursement Agreement. If the applicant extends the water and/or sewer mains past parcels or properties that are not currently connected to the District's water and/or sewer service, then the applicant for main extension may request entering into a Facilities Reimbursement Agreement (Appendix 600-A—Standard Reimbursement Agreement) with the District. This agreement allows the District to collect a pro-rata share of the cost for the main extension as new parcels and properties accept water service and reimburse the applicant a proportionate amount of the original cost of the extension. The District may modify the Standard Reimbursement Agreement from time to time without modification to the policies contained herein.

602.7 Water and Sewer Main Extensions by the District for Applicant

The Board and applicant may agree, under special circumstances, to have the District design and construct the water and/or sewer main extension. The terms and conditions of such agreement shall be determined at the time of application by the applicant. The applicant shall advance the amount estimated by the District that the water and/or sewer main extension will cost, after which, the District shall install the line(s). If the amount of the advance deposit exceeds the actual cost of engineering, design, legal, construction, 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, design, legal, construction, inspection and other

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charges attributable to the extension, the applicant shall pay in advance all such costs to the District prior to the acceptance of the extension by the District.

GCS D POLICY

POLICY TITLE: SUBDIVISION & LARGE COMMERCIAL DEVELOPMENT PROCESS

POLICY NUMBER: 603

ADOPTED: October 11, 2010

AMENDED:

603.1 Introduction

The following section lays out the process for developing residential subdivisions (more than four lots) or large commercial development (more than 7,200 square feet of floor space). Applicants should also review Article VII—*Subdivision* of the District's current Water Ordinance prior to submitting the application for development. The process is divided into the following four major steps:

- A. Preliminary Information Exchange & Indemnification
- B. Feasibility Study (Sub-Area Master Plan) and Environmental Documentation
- C. Final Design and Construction
- D. Performance Guarantee Period

Each of these steps will also require interface with the Tuolumne County Community Development Department. The following outlines the process in each step of the overall development process.

603.2 Step 1: Preliminary Information Exchange & Indemnification

603.2.1 Intent of this Step

The intent of this step is to provide an opportunity for the developer to discuss the general process of development with the District and for the District to provide copies of detailed maps, models, and reports that will assist the Developer in preparing his application with the District. The developer will also be required to sign agreements that indemnify the District and agree to pay for all District costs in processing the developer's application. At this step, no formal Board action is required by the District, unless the development requires annexation.

603.2.2 Step 1 Process

- A. Developer Application for GCS D Service and Advanced Funding Agreement

The first action of the developer is to prepare an Application for GCS D Service (Appendix 600-B) that outlines the scope and location of the proposed development and to execute an Advanced Funding Agreement (Appendix 600-F). The Advance Funding Agreement between the developer and the

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District must be executed by both parties before the District reviews the developer's application. The Advance Funding Agreement will:

1. Provide for the scope of work to be provided by District personnel and consultants in reviewing the application;
2. Estimate the amount of administrative, engineering and legal costs to be incurred by the District in reviewing the application;
3. Provide for a cash deposit to cover those estimated costs with the provision that once the cash deposit is reduced to a specified level, that future work on processing the application by District personnel will not continue until the account balance specified in the Advance Funding Agreement has been restored to the original amount required by the agreement; and
4. Indemnify the District against any action taken by the developer or by any third party against the developer and/or the District for the proposed project.

With this application for service, the developer will pay a non-refundable \$500 administrative fee and \$200 application fee and a \$1,500 engineering review deposit. These fees and deposits may periodically be changed when the Board of Directors amends the Water and Sewer Ordinances. For a complex project, the developer may be required to add to the initial deposit to cover District labor and expense costs needed to complete the activities in this step. If so, the District will provide a cost estimate to complete this phase of work. Any funds left in the deposit at the end of this step will be refunded to developer or credited to the fees required in the next step of the process. Staff shall stop work on the Application for GCSD Service process if the developer does not pay the initial fees and deposits or does not maintain the engineering review deposit funds in a positive balance.

The Application for GCSD Services prepared by the developer shall be posted on the District's website and a copy will be available in the District office for review.

B. District Indemnification

The Developer shall assume all legal and litigation liabilities regarding the development, indemnifying the District. As part of the Application for GCSD Services process and as contained in the Advanced Funding Agreement, the developer shall indemnify and hold the District harmless for activities done by the District in Steps 1 and 2 of the development process. The developer shall indemnify the District against any legal action taken by any third party against the developer and/or the District for the proposed project. Indemnification for activities after Step 2 shall be contained in the formal Development Agreement that takes effect in Step 3.

C. Guarantee of Service

Activities conducted by the District at this stage of the process for the developer shall not be construed as a guarantee of any service empowered by the District to provide. Guaranteeing service shall be agreed to with the execution of the Development Agreement by both parties at the beginning of Step 3 of this process.

D. District Engineering Report on Application for GCSD Services

The District Engineer shall evaluate the developer's Application for GCSD Services and then produce a report which contains applicable maps, models, and reports that will assist the developer in preparing

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the Sub Area Master Plan (SAMP) and environmental documentation in Step 2 of the process. The information provided by the District will include water and sewer capacities, fire, and park services (and other latent power services that might be provided by the District), future planning by the District, which may impact the developer, and estimated cost of the SAMP and environmental documentation. Further, the report will contain concerns and issues that the District may have regarding District services, capabilities, capacities and future plans related to new development. These concerns will be discussed and revised as needed at least once each year in November or December by the District Board of Directors. Finally, the report will contain a statement that Board policy is that the District will fully expect the County to enforce the County General Plan and associated Area Plan Amendments thereto when they process the developer's application to the County. Furthermore, the District will consider preparing a "Service Availability" letter that will be used by the developer as he initiates the development process with the County. The template for the Service Availability letter is contained in Appendix 600-G.

E. Board Review of Development Proposal if Development Entails Annexation

If the proposed development entails annexation of the development into the District service area, District staff shall bring the Application for GCSD Services and District Engineer's Report to the Board for their review, deliberation, and input. Prior to approval for the developer to continue the project, the Board of Directors shall hold a public hearing to receive and review comments. Then, the Board of Directors may approve the project to go on to the next step in the process or send the application back to the developer for modification and subsequent reevaluation by the Board of Directors.

603.3 Step 2: Preparation of Sub-Area Master Plan & Environmental Documentation

603.3.1 Intent of this Step

The intent of this step is for the developer to prepare the Sub-Area Master Plan (SAMP) and appropriate environmental documentation for the proposed project. Guidelines for preparing the Sub-Area Master Plan are provided in Appendix 600-H. Guidelines for preparing the Environmental Review are contained in Appendix 600-I. These two tasks are done in collaboration with District staff and District consultants hired to assist with technical review. When the SAMP is completed, it will be presented to the District Board of Directors. The Board will also have an opportunity to review and comment on the environmental analyses. The Sub-Area Master Plan is prepared in conjunction with county approval of the developer's entitlement to develop. The agency responsible for reviewing the SAMP will be the District. The developer may group the District's facilities with other elements of the project when completing the California Environmental Quality Act (CEQA) review and documentation for County consideration.

Environmental documentation for the subdivision will be prepared under the authority of the County Community Development Department, with input from the District. Final approval of environmental documentation of the subdivision will be provided by the County Board of Supervisors. Environmental Review Guidelines are contained in Appendix 600-I.

603.3.2 Step 2 Process

A. Written Request for District Services to Subdivision

After approval of the Application for GCSD Services and the execution of the Advanced Funding Agreement, the developer shall make written request of the District to move to Step 2 of the process. The request shall state the legal description of the property to be served, the Assessor's Parcel number(s), the name of the proposed subdivision, and its location. The request shall be accompanied

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by a copy of the proposed map and which District services the developer is requesting. Accompanying the application, the developer will provide the completed Developer Information Form (see 603.3.2 (B) (below) and Appendix 600-J—Developer Information Form and a check, money order, or other warrant that will be used to fund the Development Account (see 603.3.2 (C), below).

B. Developer Information Form

On a case-by-case basis, the Board of Directors may request the developer to complete the Developer Information Form (Appendix 600-J) and submitted it with the written Request of District Services to Subdivision. The information requested consists of the makeup of the development partnership/corporation, their individual and collective development history with similar types of projects, and demonstration of their financial depth to complete the proposed project. The District may perform further due diligence using the information provided by the developer. The financial information provided to the District will be kept confidential by the District and is exempt from disclosure to the public under a specific exemption of the Public Records Act.

If during the course of the project, the information contained in the Developer Information Form is found to be incomplete or inaccurate, the work by the District may be suspended until such irregularities are resolved to the District's satisfaction.

C. Funding a Development Account

With the request for District Services to Subdivision, the Advance Funding Agreement shall be amended to provide that the developer shall provide funds to a development account controlled by the District for use by the District to review the SAMP and environmental documentation prepared in this step. Unless otherwise agreed to by the District Board of Directors and developer, the amount funded to the development account shall be the total estimated costs of the District providing the administrative, engineering, legal and inspection services required, as outlined in Section 603.3.2 (D), below.

The District shall prepare a monthly account status report for the Board of Directors and the developer. If the District anticipates that the costs for its review will exceed the initial estimate then the District shall notify the developer. If the account balance is not brought up to the new estimated amount needed within thirty (30) days of District's notice, then all work by the District shall cease.

At the completion of the subdivision and upon final approval by the Board, any funds remaining in the account shall be returned to the developer within sixty (60) days of said Board approval.

E. Cost Estimate and Developer Funding Assurance

The District Engineer shall prepare a cost estimate for the SAMP and subsequent environmental documentation which will serve as the basis for the amount of funds required to fund the development account. This cost estimate will also be used to determine the amount of assurance that the developer will provide to insure that this phase of the project is completed without any financial impact on the District. The developer must provide separate security in the amount of the District Engineer's cost estimate and security must be in the form of an Irrevocable Letter of Credit or a cash deposit with the District.

F. List of Recommended Consultants

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Tuolumne County maintains a list of CEQA and other specialty consultants that they consider are qualified to perform work for the County. The District will provide this list to the developer as he plans the work to be conducted in this step. By providing this list, the District does not guarantee the work by any of the consultants listed. However, the District will insist that consultants selected by the developer for the work to be performed in this step have experience and a good track record in performing the work.

G. Public Access to Development Information

The District shall maintain public access to the final SAMP and draft and final environmental documentation by posting these documents on the District's web site and in the District office. Non-confidential information provided from the Developer Information Form shall also be posted on the web site and in the District office. The District shall also post on the web site the formal reviews of the SAMP by the District and/or its consultants.

H. Developer Prepares Sub-Area Master Plan (SAMP)

The developer, with the assistance of an engineer with recent experience with this type of work, shall prepare the Sub-Area Master Plan (SAMP) for the proposed project. The typical scope of work for the SAMP is contained in Appendix 600-H. The District will provide input to the developer during the preparation of the SAMP. The water and/or sewer infrastructure, and/or parks and/or fire services shall be evaluated in the SAMP in terms of determining present capacities, future capacities with planned build-out of existing communities and developments within the District, other on-going development applications, and the impact on present and future capacities caused by the proposed development. These evaluations shall be done by modeling approved by the District. The SAMP will provide alternative infrastructure improvement methods for the proposed development. If approved alternatives are available, then each alternative will be evaluated for capital and annualized long-term operations and maintenance costs, as well as an analysis of the advantages and disadvantage to the District for each alternative.

The SAMP will also evaluate the impacts on fire and rescue services provided by the District. The SAMP will require an appendix containing a letter from the County Fire Marshal which contains fire flow rates and durations for the proposed project.

The District shall require the developer to prepare a detailed financial impact analysis as part of the Sub-Area Master Plan. The analysis shall evaluate long-term financial impacts on existing District customers for providing water, wastewater, parks and fire services to the proposed development. The analysis shall also disclose any anticipated additional costs (including the re-allocation of government fund taxes) or reduction in service(s) to existing customers and future customers moving into the new development caused by the development of the proposed project. If the development is found to cause potential additional short- and/or long-term financial impacts on the existing customer base, then the financial analysis shall include alternative financial impact mitigations for consideration by the District. With these mitigations, the proposed development shall not impose any additional short- or long-term financial impacts on the District's existing customer base, as well as fire service requirements, such as alarm systems, inspections, and periodic operational verifications, which the District may be expected to provide.

I. Review of SAMP by District Board of Directors

The draft SAMP will be evaluated by the District and its consultant. Once the draft SAMP has been approved by District staff, the developer will present his findings to the District Board of Directors in a Public Hearing, scheduled with at least two weeks notice to the public to allow the public time to review and consider the SAMP. The Board may request additional work to complete the SAMP based on public input and its review. If substantial additional work is requested by the Board of Directors, then the draft SAMP will be revised and brought back to the Board for final review. With no additional revisions requested by the Board, the developer will finalized the SAMP, which will include the preferred alternatives based on input from District staff and Board. The final SAMP will then be brought back to the Board of Directors, who will receive and file the document. Only after the environmental documentation has been properly reviewed and approved by the controlling agencies, including the County and the District, will the SAMP be considered for approval by the District Board of Directors.

J. Perform Environmental Analyses and Prepare Environmental Documentation

The environmental documentation is usually done at the same time as the preparation of the SAMP. With the county as lead agency, the developer will perform environmental analysis of infrastructure alternatives, as well as the impacts of providing water, wastewater, fire and park services on the community and the District. This step may be conducted by the developer under the direction of the Tuolumne County Community Development Department with input from the District during the environmental review process or it may be conducted as a separate step with the District acting as lead agency. Guidelines for completing the environmental evaluation and documentation process are provided in Section 604, below, and Appendix 600-H—Guidelines for Preparing Sub-Area Master Plan. This part of the process is completed with the approval by the County Board of Supervisors and the issuance of the Conditions of Approval. Once the environmental process has been completed and approved by the County, then the District and developer will move on to Step 3.

K. Funding the Environmental Review Process for the SAMP

The developer will be entirely responsible for completing CEQA at their own expense. Should the District need to retain a CEQA consultant to review the CEQA document, the developer shall be responsible for these expenses.

L. The Environmental Documentation Process for the SAMP

The final SAMP will not be approved by the District Board of Directors until all CEQA documentation has been completed by the developer and approved by the county. All improvements recommended in the SAMP shall be included in the CEQA analyses. As applicable, the terms and conditions of the SAMP and the CEQA documentation of the SAMP shall be included in the county's conditions of approval for the subdivision development project.

M. Annexation

If the developer is requesting annexation into the District for one or more services, then all of the environmental impacts, including the appropriate elements of the County General Plan and associated Area Plan Amendments, of such an annexation must be considered during the environmental documentation and costs estimates/funding assurances process performed in this Step 2 of the project in connection with approval of the SAMP.

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603.4 Step 3: Project Design and Construction

603.4.1 Intent of this Step

The intent of this step is to move the project into the design and construction phase. The first task is for the District and developer to prepare and execute a Development Agreement. This step may also require the developer to request annexation to the District by the Local Agency Formation Commission (LAFCO) if the proposed project lies outside the District's service area. Once the project area is annexed into the District by LAFCO, then the developer will prepare the final designs for all improvements to the District. The final task prior to commencing construction is for the developer to prepare the final design of the selected alternatives to the infrastructure improvements.

603.4.2 Step 3 Process

This final step in the subdivision process has several steps, including executing the development agreement, supporting annexation if the property is outside the District's service area, preparing final designs, construction, and project acceptance.

A. Develop and Execute Development Agreement

The Development Agreement contains the terms and conditions under which the developer may construct extensions to District infrastructure and for the District to provide services to the proposed project. The details for preparing the Development Agreement are contained in Section 606, below. A sample Development Agreement is contained in Appendix 600-K. Once the Board of Directors has accepted the Development Agreement and it has been executed by both parties, then the developer can move on to the next step in this process, either annexation or project design. The Development Agreement will contain several important clauses.

1. The Development Agreement, either with or without annexation provisions, will not be considered for approval by the District's Board of Directors until all of the CEQA documentation with respect to the SAMP and the implications of annexation have been completed, circulated for public comment, and refined into a final EIR that is approved by the District's Board of Directors.
2. The developer agrees to build the project per District conditions and schedule.
3. Should the Board of Directors determine that supplemental environmental documentation is necessary, then the Development Agreement shall not be considered by the Board until such supplemental documentation is completed and approved.
4. For those projects in which annexation is being requested, the development agreement shall include any and all provisions relative to the annexation process between the developer and the District so that the development agreement acts, in essence, as an annexation agreement as well in those cases in which all or a portion of the development needs to be annexed into the District for one or more services.
5. To insure that once the project moves into the construction phase, the developer will provide an irrevocable letter of credit to be used to complete construction if the developer should stop work for any reason. The amount of this letter of credit shall be one-hundred and twenty-five percent

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(125%) of the estimated District capital improvement costs for the project as developed in the SAMP.

6. The Development Agreement will contain an indemnification clause which will hold the District harmless for any part of the design and construction process from actions taken by the developer or any third party relative to the development.
7. The District agrees to provide all agreed-upon services to the development. These services may include water, wastewater, fire, parks, and other services that the District may have the power to deliver. If the development is to be annexed into the District, then the power to determine which services will be provided lies with LAFCO after they have determined that adequate CEQA has been done for providing these services and that adequate short- and long-term funding is provided by the developer for them.
8. The development shall not impose any additional short- or long-term financial impacts on the District's existing customer base.

B. Developer Request for Annexation

If the project lies outside the District's service area, then it must be annexed into the District by LAFCO in order to receive services from the District. Prior to considering support for annexation, the developer shall sign an Annexation Agreement with the District. A sample Annexation Agreement is contained in Appendix 600-L.

Requests for annexation will be considered by the Board on the basis of (a) the County General Plan and Area Plan Amendment, (b) input from existing customers and property owners adjacent to the land to be annexed, (c) District workload and technical capacity to fulfill annexation obligations, and (d) any other mitigating circumstances associated with expansion of the District's service area.

If support for annexation is agreed to by the Board of Directors in the Annexation Agreement, such support shall expire with the expiration of the approved CEQA documentation. Details on the annexation process are provided in Section 605, below.

C. Developer Prepares Project Designs

With the Development Agreement executed by all parties and the annexation process completed, then the developer will move into the project design phase. Project designs will conform to the District's Development Improvement Standards, which are described in more detail in Section 606, below. The District and/or its consultants will review and approve all plans submitted by the developer before any construction can commence.

D. Construction Oversight

During construction, the District will oversee all construction to insure that construction meets District's standards. The cost of oversight will be paid by the developer.

E. Final Project Approval

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Once the extensions to the District's infrastructure has been completed and approved by the District Engineer, District staff will bring the project to the Board of Directors for final acceptance and approval. At this point, the District will release the construction securities (performance bond or letter of credit). The District will then require a new warranty security in the amount of twenty-five percent (25%) of the actual infrastructure construction cost to provide a guarantee of construction performance of the extended infrastructure. This security shall be in the form of a surety or warranty bond, irrevocable letter of credit, cash or other insurance instrument acceptable to the District. The term of this security will be two (2) years, unless otherwise approved by the District's Board of Directors.

603.5 Step 4: Performance Guarantee Period

After the project is completed and has been accepted by the District, the developer shall provide a performance warranty in an amount stipulated in the Development Agreement. Such warranty shall guarantee performance of all facilities constructed by or for the developer for the project for a period of at least one (1) year from the time of District approval, or other term, as specified in the Development Agreement. The performance warranty shall be in the form of a bond, irrevocable letter of credit, cash or other warrant acceptable to the District.

GCSD POLICY

POLICY TITLE: ENVIRONMENTAL REVIEW GUIDELINES

POLICY NUMBER: 604

ADOPTED: October 11, 2010

AMENDED:

RESOLUTION:

604.1 General

The District shall comply with all state (and federal, where required) environmental regulations and guidelines. A complete set of Environmental Review Guidelines is provided in Appendix 600-I of this District Operational Policies and Procedures Manual. The regulations contained in Title 14, Division 6, Chapter 3 of the California Administrative Code are incorporated by reference as if set out in full and shall be applicable, except as modified herein, to these procedures (14 Code of California Regulations Section 5022).

604.2 Relationship to Environmental Review

The District has established a preliminary review process to determine whether projects are subject to the California Environmental Quality Act (CEQA) in accordance with Article 5 of the State CEQA Guidelines. Where the District determines that the project is subject to CEQA, the environmental review process is completed as part of the overall project review process of the District. As part of the environmental review process the District may request more information. Under Section 15060 of the State CEQA Guidelines, requiring such information after the application is deemed complete does not change the status of the application.

Once the District has determined that an activity qualifies as a “project” subject to CEQA, it must then determine whether an exemption applies. If after determining that a project is exempt under Section 15061(b) of the State CEQA Guidelines, a Notice of Exemption is prepared by the District. The project may then proceed through discretionary reviews, plan checks, and approval of the project.

If the project is not exempt from CEQA, the District will ensure the completion of an Initial Study to determine whether the project may have a significant effect on the environment. Given the findings of the Initial Study, one of the following is prepared for the project:

- A. A Negative Declaration (finding of no significant impacts),
- B. A Mitigated Negative Declaration (finding of potentially significant effects for which the project’s proponent has made or agrees to make project revisions that clearly mitigate the effects), or
- C. An Environmental Impact Report (EIR).

Where the District determines that the project is not likely to result in significant impacts that cannot be mitigated to below the level of significance, the District will complete the Negative Declaration [or Mitigated

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Negative Declaration] in accordance with Article 6 of the State CEQA Guidelines prior to rendering a decision on the project. Under Section 15075 of the CEQA Guidelines, after deciding to carry out or approve a project for which a Negative Declaration of Mitigated Negative Declaration has been approved, the District shall file a Notice of Determination with the County after deciding to carry out or approve each phase. If the project requires discretionary approval by any state agency, the District shall also file with the Governor's Office of Planning and Research (OPR). The project may then proceed with plan checks and approval of the project.

Where the District determines that a project has the potential to result in significant impacts that may not be able to be mitigated to below the level of significance, the District will complete, at the Developer's expense, the EIR process in accordance with Article 7 of the State CEQA Guidelines. The District must certify the technical and procedural adequacy of the EIR prior to rendering a decision on the project. The EIR is certified by the District.

604.3 Summary of Time Limits for Permit Review

Section 15022(a)(13) of the State CEQA Guidelines requires the District to provide time limits for performing functions under CEQA. These time limits are established in Article 8 of the State CEQA Guidelines, and are summarized in these guidelines in Table – Summary of Time Limits for Permit Review.

604.4 Process for Posting & Approving Negative Declaration or Mitigated Negative Declaration

The following is a review of the CEQA process that the District must follow in preparing a Negative Declaration or Mitigated Negative Declaration (see Appendix 600-I, Exhibit A, CEQA Process Flow Chart). Prior to any Board consideration, an Initial Study of the environmental impact of the project must be undertaken. The first documents that will be presented and considered by the Board are the Initial Study (Environmental Checklist) and the Notice of Intention to Adopt a Negative Declaration. The Board must review and consider the Initial Study prior to the adoption of the form of Negative Declaration. The California Environmental Quality Act requires consideration of impacts on the environment as a result of a "project", prior to approval of that "project."

Once the Initial Study has been adopted and the Board has decided to prepare the Negative Declaration or Mitigated Negative Declaration, the Notice of Intention to Adopt a Negative Declaration or Mitigated Negative Declaration ("Notice of Intention") must be published once in a newspaper of general circulation in Tuolumne County. The Notice of Intention, proposed Negative Declaration or Mitigated Negative Declaration, and Initial Study must be sent to any other public agencies that are affected by the project being undertaken, as well as any persons who have requested notice. Finally, the Notice, with the proposed Negative Declaration or Mitigated Negative Declaration and Initial Study attached, should be filed with the County Clerk who will also post the Notice for a period of at least thirty (30) days.

A copy of the proposed Negative Declaration must be available at the District's office for review. The Notice of Intention to Adopt a Negative Declaration (or Mitigated Negative Declaration) should be posted at the District's offices and the copy of the Negative Declaration (or Mitigated Negative Declaration) and Initial Study can be attached.

The District must provide at least a thirty-day (30-day) public review period with respect to a proposed Negative Declaration or Mitigated Negative Declaration where there are no state agencies affected. The Notice of Intention must state the date of the public hearing when the District will discuss the Negative Declaration (or Mitigated Negative Declaration) and provide for an ending date of the public review period.

Field Code Changed

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If no substantial revisions are made to the Negative Declaration or Mitigated Negative Declaration after the public comment period has expired, the District may consider and approve the Negative Declaration or Mitigated Negative Declaration at its scheduled Board Meeting stated in the Notice of Intention. The Board should listen to anyone interested in providing public comment at that meeting prior to the adoption of the Negative Declaration or Mitigated Negative Declaration.

Within five (5) days of the Negative Declaration being approved, a Notice of Determination must be filed with the County Clerk in Tuolumne County. The County Clerk must file the document within twenty-four (24) hours of receipt and post it for thirty (30) days. Upon the filing of the Notice, the statute of limitations with respect to challenging the Negative Declaration will begin to accrue.

GCSD POLICY

POLICY TITLE: ANNEXATION

POLICY NUMBER: 605

ADOPTED: October 11, 2010

AMENDED: FEBRUARY 11, 2020, RESOLUTION 06-2020

605.1 Purpose

The purpose of this article is to set forth the policy by which Persons desiring annexations to the Groveland Community Services District, and desiring to have the District initiate the process of annexation by resolution of application to the Tuolumne County Local Agency Formation Commission (the Tuolumne LAFCO), shall proceed:

The following types of properties may be annexed into the District:

1. Development property which is property to which the District will provide services if annexed to the District. Development property must have a contiguous border with the existing District boundary.
2. Disposal property which is property that will be used to store and/or dispose of treated Wastewater from development property.

To initiate the annexation process, the Applicant for annexation shall pay all associated annexation costs and shall submit to the District a Petition for Annexation ("Petition for Annexation"). The Petition for Annexation shall consist of the following:

1. A non-refundable processing fee established by Board Resolution.
2. A copy of the Tuolumne County Assessor's parcel maps highlighting the boundaries of the development property and/or disposal property parcel or parcels proposed for annexation.
3. A letter to the Board of Directors (the Board) of the District from the owner or owners of the properties proposed for annexation formally requesting annexation and listing each parcel by assessor's parcel number.
4. A letter to the Board describing the proposed land use plan for the development property, and including:
 - A. The expected Water demand and seasonal Wastewater flows from the development property at build out.
 - B. The expected demand for Park, Fire and Emergency Services.
 - C. The storage and disposal of proposed development Wastewater Effluent on the disposal property.

The District shall impose such conditions and restrictions as it shall determine necessary or appropriate in approving a Petition for Annexation including, but not limited to, the following:

1. Indemnification and hold harmless of the District against any action, claim, injury or damage arising from the annexation.

2. Payment of all expenses incurred by the District relating to the request for annexation including a deposit to secure payment of expenses.

3. Payment of an Annexation Fee to the District and payment of all costs for the LAFCO annexation application.

4. Providing the District easements and disposal property as determined necessary by the District for the delivery of services.

5. Funding studies to determine the effect on existing facilities and services.

6. Construction and or modification of new or existing collection, treatment, transmission, distribution, storage and disposal facilities.

The Board will consider the Petition for Annexation, and if it approves the initiation of the annexation process, the Applicant(s) will be required to enter into an annexation agreement.

GCSD POLICY

POLICY TITLE: DEVELOPMENT AGREEMENTS

POLICY NUMBER: 606

ADOPTED: October 11, 2010

AMENDED:

606.1 Purpose

Prior to the Board of Directors considering a private development project for approval, a Development Agreement (see Appendix 600-K for sample agreement) specifying the terms and conditions of said approval, prepared by the General Manager and/or Legal Counsel, shall be executed by the District Board of Directors and the project's developer(s) and/or property owner(s) (see Section 608—Project Approval).

606.2 Content of Agreement

The development agreement shall contain the following information:

- A. Name(s) of developer and/or project sponsor(s), and owner(s) of subject property;
- B. Assessor's parcel number of subject property;
- C. Type and purpose of project (e.g., residential, commercial, industrial, etc.);
- D. A graphic description of the project attached to the agreement as "Exhibit A;"
- E. Services required by development from GCSD;
- F. Agreement to provide and pay for agreed upon facilities as specified in the SAMP;
- G. Agreement to provide mitigations identified in the CEQA documentation and county conditions of approval; and,
- H. Agreement to pay to mitigate all short- and long-term financial impacts caused by the development, as identified in the SAMP, which would otherwise become a financial burden on the District's existing customer base.

606.3 Terms and Conditions of Agreement

The following shall be used as standard terms and conditions of the Development Agreement:

- A. Standards For Water and/or Sanitary Sewer Service System

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Plans have been or will be, at no cost to District, designed and prepared for the on-site and off-site water and/or sanitary sewer service systems, which include Developer's obligation to accomplish the following:

1. Construct the water and/or sanitary sewer service system in conformance with the approved plans and specifications therefore; and,
2. Obtain an encroachment permit, if required, from the Pine Mountain Lake Association, County Public Works Department, and/or the State of California Transportation Department (CalTrans) and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any portion of the project situated within existing or proposed future county right-of-way.

B. Acceptance of Plans And Specifications

The completed plans as described above for the water and/or sanitary sewer service system have been or will be prepared in conformance with District Standard Design Specifications and the requirements of the District Engineer or General Manager, and are in a form acceptable to same.

C. Revision of Plans

Any changes in such accepted plans shall require written approval of developer and the District Engineer or General Manager.

D. Rights- of-Way

Owners will provide to District, at no cost to District and in a form acceptable to the District Engineer or General Manager, appropriate easements and rights-of-way for the maintenance, repair, and replacement of all water and sanitary sewer service system facilities not within existing public rights-of-way, public utility easements, and/or water or sewer easements.

E. Construction

Developer shall, without expense to District, construct the water and/or sanitary sewer service system pursuant to the accepted plans or any approved modification thereof. The developer shall provide in any contract for construction of the water and/or sanitary sewer service system that any contractor's materials, supplier's guarantees thereunder, including a two-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District as provided for in Section 606.3(I), below. Developer shall also provide in any contract for construction of the water and/or sanitary sewer service system that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with liability and bodily injury limits of not less than three million dollars (\$3,000,000), and property damage coverage of not less than five hundred thousand dollars (\$500,000).

F. Inspection of Construction

The District Engineer or General Manager or his/her agent(s) shall inspect the construction of the water and/or sanitary sewer service system to assure that the works are installed in accordance with the accepted plans and specifications. An inspection fee paid by developer as specified in District's Rate Schedule shall fund said inspection. Construction of the water and/or sanitary sewer service system shall not commence until said inspection fee is paid. The District Engineer or General Manager

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shall notify developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and developer shall correct such deviation or failure.

G. Hold Harmless

District is not, by inspection of the construction or installation of the water and/or sanitary sewer service system, representing developer or providing a substitute for inspection and control of the work by developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans. The developer shall also indemnify the District against any third party claims for personal injury or property damage arising out of the developer's design or construction of the infrastructure.

H. Delinquent Payment of District Fees and Expenses

Should the developer fail to stay current in paying District expenses associated with the project, including all administrative, legal, engineering and other necessary consultants' costs and expenses, including legal costs of collection of the unpaid charges, the District shall charge penalties and fees to recover these costs. Such charges shall serve as the basis for a penalty charge in the amount of ten percent (10%) of those amounts together with monthly interest until paid at a rate of interest not to exceed one percent (1%) per month, per Government Code Section 61115. Until such delinquent payments are paid, all work by the District shall stop. If payment is not received by the District within three (3) months of delinquency, the District shall seek payment from the developer's surety (performance bond or irrevocable letter of credit).

I. Conveyance

Within ninety (90) days after completion of construction of the water and/or sanitary sewer service system in accordance with the accepted plans therefore and District's Standards Design Specifications:

1. The developer and owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District Engineer or General Manager;
2. The developer shall provide District with one (1) set of 24"x 36" reproducible "record" drawings of the completed project on matte Mylar (5 mil minimum). The developer shall also provide "record" drawings in digital format acceptable to the District;
3. The owner shall provide easements as specified in 606.3(D), above;
4. The Developer shall furnish to District a surety bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of twenty-five percent (25%) of the actual District infrastructure construction costs. This surety shall protect District against any

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failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of two (2) years after acceptance of the water and/or sanitary sewer service system by the District. Said surety bond or irrevocable letter of credit shall name developer as principal and District as obligee; and,

5. The District shall accept conveyance of title of the completed water and/or sanitary sewer service system and shall include it as part of the District's system(s), and shall thereafter operate and maintain said system(s) after developer has fulfilled all community impacts and funding commitments per the Development Agreement, and other related commitments to the District.

606.4 Environmental Review

Prior to approval of a Development Agreement by the District Board of Directors, the developer shall have completed all environmental reviews required by the county and such reviews shall be approved by the County Board of Supervisors.

606.5 Developer's Responsibilities after Conveyance

After District's acceptance of the water and/or sanitary sewer service system, the developer and owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent that the developer and/or owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by the District from time to time as any other property owner, unless otherwise agreed to by District and developer and/or owner. In addition, the developer shall be obligated to pay water and/or sewer connection fees for each parcel in the subdivision in the amount necessary for the parcels to participate in the District's infrastructure that existed prior to development.

- A. Application for GCSD Services
The water and/or sanitary sewer service system shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified in Section 606.3(H), above, and proper applications for service having been filed with District accepted.
- B. Obligation for Pipeline and/or Facilities
District shall be under no obligation to provide additional facilities in order to serve the Project. Upon acceptance of the facilities by District, it shall become the sole property of District and shall be used and operated as District's sole discretion.
- C. Rates And Charges for Service
All service made available by District to users within the Project shall be at the established rates and charges as fixed by District's Board of Directors from time to time. Some developments and/or the buyers of the homes in the developments may pay additional costs, such as through an improvement district charge, to mitigate against any financial burden on the District's existing customer base.
- D. Notices
Notices or requests from any party to this Agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

Groveland Community Services District

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P.O. Box 350
Groveland, CA 95321-0350
Attention: District Engineer

[DEVELOPER'S NAME]
[ADDRESS]
[CITY, STATE ZIP]

E. Successors and Assigns

The development agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and owners shall not assign any of their rights, duties or obligations under this agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

F. District Powers

Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.

G. Attorney Fees

Should any party deem it necessary to institute legal action to either compel performance of this Agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.

H. Termination

The Development Agreement shall terminate and be of no further force and effect at District's discretion if District determines that construction of the water, sanitary sewer, parks, fire and/or other District-provided services has not commenced within twenty-four (24) months from the date of the Development Agreement, and developer has not submitted the plans and specifications for reacceptance, as provided for in 606.3(B), above. Termination may also occur if the developer has not mitigated impacts identified in the SAMP, CEQA documents, county Conditions of Approval, or other obligations required by the agreement or amendments thereto.

606.6 Variances to the Agreement

Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager, to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of, the General Manager, to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District staff.

GCSD POLICY

POLICY TITLE: DEVELOPMENT IMPROVEMENT STANDARDS

POLICY NUMBER: 607

ADOPTED: October 11, 2010

AMENDED:

RESOLUTION:

607.1 General

To provide a uniform and consistent method of regulating and guiding the design and preparation of plans for construction of water and sewer facilities and to insure proper installation of all private works involving water and sewer, Standard Design Specifications, including Standard Details, shall be maintained by the District.

607.2 Purpose

The purpose of the Improvement Standards is to provide standards to be applied to water and sewer improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public.

607.3 Departure from District Standards

The District recognizes that it is not possible to anticipate all situations that may arise or to prescribe standards applicable to every situation. Therefore, any items or situations not included in the Standard Design Specifications shall be designed and/or constructed in accordance with accepted engineering practice, the State of California "Standard Specifications" or other approved designed standard (e.g., American Water Works Association) and as required by the District Engineer or General Manager.

607.4 Amending Standards

From time to time, changes need to be made to the Standard Design Specifications. These changes may be driven by changes in regulations or by improvements in design practices. The District Engineer shall present the proposed changes to the Standard Design Specifications to the General Manager for his/her review and consideration.

607.5 Availability of Standards

Copies of the current Standard Design Specifications shall be available at the District office and shall be available to interested parties upon request and payment of the cost of producing the requested copy (Appendix 200-A—Fees for Copying Public Documents).

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607.6 Commercial & Industrial Fire Systems

Commercial and industrial development projects by Tuolumne County Ordinance are required to have public water supply service. If an industrial or commercial project gets service from GCSD, then they will also be required to have a public fire system. The public fire system shall meet District standards. For public supply water tanks or pump stations, the developer shall dedicate to the District a parcel of property in fee title. Easements as defined in the GCSD water ordinance shall be granted for water pump stations and pipelines.

GCSD POLICY

POLICY TITLE: PROJECT APPROVAL

POLICY NUMBER: 608

ADOPTED: October 11, 2010

AMENDED:

RESOLUTION:

608.1 Board to Approve Plans

Whenever an extension of the public water or sewer system is proposed to provide water or sanitary sewer service to one or more lots, parcels, or units (consisting of 4 or less lot units or less than 7,200 sq. ft. for commercial development [per Section 602.1 of this document]) within the Groveland Community Services District, the plans and specifications for said proposed water and/or sanitary sewerage facilities shall be approved by the General Manager or District Engineer. Whenever an extension of the public water or sewer is proposed to provide water, sanitary sewer, fire or park service to areas proposed to be annexed to the District, the plans and specifications shall not be approved until the proceedings for annexation have been completed and the annexation has been ordered by the District.

For a subdivision or large commercial development, that does not require annexation, the Board of Directors shall approve all major milestones within the development process, as defined in Section 603, including the SAMP and environmental documentation. The Board shall also approve annexation of subdivisions into the District, as allowed by law.

608.2 Application of Standard Design Specifications

The provisions of the District's Standard Design Specifications shall be applicable to the construction of any and all extensions of the public water or sewer system and appurtenances thereto. Every improvement plan for water or sanitary sewerage facilities for a new home or within a subdivision and every improvement plan for a water or sewer mainline extension filed with the District pursuant to these Specifications shall have clearly stated on said plan the following endorsement:

- A. *Water or sanitary sewer systems and appurtenances thereto shall be constructed in accordance with the provisions of the Groveland Community Services District Standard Design Specifications at the time of acceptance and the general provisions and specifications therein set forth which are incorporated herein by reference.*
- B. *Water and/or sewer facilities as shown on these plans were approved by the District Engineer of the Groveland Community Services District on the ___ day of _____, 2___.*

GROVELAND COMMUNITY SERVICES DISTRICT

Section 600 FACILITIES DEVELOPMENT

By _____
GCSD District Engineer

608.3 Access to Public Water and/or Sewer

In any request for approval of an extension of the public water and/or sewer system, the District, in reviewing the plans, shall take into consideration the possibility of future extensions of the public water or sewer system to serve properties located beyond the property or properties then under review. An extension of the public water or sewer system must be designed with a pipe diameter and at a depth to adequately provide for future extensions if the possibility of future extensions is deemed to exist. This shall not be interpreted to mean that the public water or sewer system must be extended to allow a point of connection for a building for the next adjoining property; the applicant shall only be required to extend the public water and/or sewer as far as necessary to provide a point of connection for the building water and/or sewer system then being proposed. Where the proposed extension of the public water or sewer system will be located within an easement and the possibility of future extensions exists, the easement offered for dedication must extend across the entire lot or lots so as to provide access to the public water and sewer system for future extensions.

608.4 Tentative Plans to be Submitted

Whenever approval is sought for plans and specifications for a water or sewer mainline extension or for ancillary facilities thereto for a home or subdivision, the property owner or his agent shall first submit two (2) complete sets of preliminary plans, profiles, and specifications for the proposed work, together with a copy of the tentative tract map in the case of subdivisions, or a copy of the tentative parcel map in the case of mainline extensions which will provide service to areas within a parcel map. The submittals shall be checked for conformity to the Groveland Community Services District Code and the District's Standard Design Specifications and any changes or corrections required shall be incorporated into the final plans.

608.5 Environmental Review

Prior to approval of any tentative plans and specifications for proposed water and sanitary sewer facilities, the developer shall undertake any environmental review as required by the county and such review shall be approved by the Board of Supervisors.

608.6 Easements

Whenever a proposed extension of the public water or sewer system will be located across private property, within a public utility easement, or within a road not dedicated to and maintained by the County of Tuolumne or the Community of Pine Mountain Lake, a non-exclusive, perpetual easement for water and/or sanitary sewer purposes shall be dedicated to the District. No plans or specifications for the extension of the public water or sewer system shall be approved prior to acceptance by the Board of such required easements.

- A. Easements shall be dedicated with an Easement Agreement—Public Utility Easement (Appendix 500-A) provided by the District. It shall be the responsibility of the person or persons proposing the extension of the public water or sewer system to prepare a legal description of the easement. The minimum width of any easement dedicated to the District shall be determined by provisions set forth in the Groveland Community Services District Standard Design Specifications and, shall be no less than fifteen (15) feet.

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- B. Even where the easements within subdivisions are shown on the recorded subdivision map, a Grant of Easement document shall be required for the dedication of such easements. However, all in-tract easements may be dedicated by a single Grant of Easement document and the easement or easements may be described by reference to the recorded subdivision map rather than a legal description.
- C. In every instance where easements are proposed to be dedicated to the District, a preliminary title report covering the affected property or properties shall first be submitted to the District for review. Easements dedicated to the District shall have prior right over any security interest created by a mortgage, lease, or other forms of property conveyance. Should review of the preliminary title report indicate any such lien upon the affected property or properties, grantor shall request the lien holder to subordinate his security interest to the priority of the easement dedicated to the District.
- D. Upon acceptance by the Board, Grant of Easement documents shall be recorded in the Office of the County Recorder. A policy of title insurance, in an amount to be determined by the District, shall be issued insuring the District's easement interest.
- E. All expense incurred in dedication of an easement to the District, including attorney fees and title fees, shall be borne by the person or persons proposing the extension of the public water or sewer system.

608.7 Approval of Final Plans

At such time as the applicant requests District approval of plans and specifications for an extension of the public water or sewer system, the following requirements shall be met:

- A. Subdivisions
 - 1. Two (2) sets of final plans, profiles, specifications, and the record map, including certificate sheets, shall be filed with the District Engineer. In addition to the two (2) paper copies of official plans, profiles, specifications and record map, the developer shall submit these documents in a digital format acceptable to the District.
 - 2. At the time of filing the plans for approval, fees shall be paid in the amount set forth in the current water and sewer rate ordinances. Said fees shall cover the costs of checking the plans, administrative expense, and inspection of the installation of the public water and sanitary sewerage facilities.
 - 3. In addition to the above-mentioned fees, there shall also be paid, at the time of filing plans for approval, any other fees or charges required to be paid by any other District rules and regulations or any applicable resolution or ordinances of the Board setting terms and conditions of annexation or establishing a benefit district.
- B. Mainline Extensions Within Parcel Maps

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1. Two (2) sets of final plans, profiles, specifications, and the final parcel map shall be filed with the District Engineer for review and approval. In addition to the two (2) paper copies of official plans, profiles, specifications and final parcel map, the developer shall submit these documents in a digital format acceptable to the District.
2. At the time of filing the plans for approval, fees shall be paid in the amount set forth in the current water and sewer rate ordinances. Said fee shall cover the costs of checking the plans, administrative expense, and inspection of the installation of the public water and sanitary sewerage facilities.
3. In addition to the above-mentioned fees, there shall also be paid, at the time of filing plans for approval, and based upon the number of dwelling units proposed for the parcel map, any other fees or charges required to be paid by any other District rules and regulations or any applicable resolution or ordinances of the Board setting terms and conditions of annexation or establishing a benefit district. Permits shall be issued for each dwelling unit proposed for the parcel map and the number of building water meters and sewers stubbed into the property line shall not exceed the number of permits issued.

C. Mainline Extensions to Serve Individual Lots

1. Two (2) sets of final plans, profiles, and specifications shall be filed with the District Engineer for review and approval.
2. At the time of filing the plans for approval, the fees set forth in paragraph 603.7(B) shall be paid by the person or persons proposing the extension of the public water or sewer line extension.
3. In addition to the above-mentioned fees, each owner or other person desiring a connection to the proposed water or sewer mainline extension shall make application for a permit for such connection and shall pay the fees or charges required to be paid by any District Code rules and regulations or any applicable resolution or ordinances of the Board setting terms and conditions of annexation or establishing a benefit district.

608.8 Special Requirements for Multiple-Unit Developments

- A. Condominium Projects. In condominium projects (subdivisions where only air space is deeded to homeowners) where water and sanitary sewer service will be provided by either:
1. Individual connections to a public water or sewer system by means of separate side connections from each unit or building when said separate side connections will be installed within the commonly owned areas of the project, or
 2. A single connection to public sewer service from a private collection system, the sanitary sewer facilities shall be maintained by the homeowners association through assessments collected from the homeowners for that purpose. The Covenants, Conditions, and Restrictions for the

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condominium project shall contain a provision specifically providing for such maintenance of the sanitary sewer facilities through association assessments and shall further state that such provisions for maintenance of the sanitary sewer facilities shall not be amended without the prior written consent of the Groveland Community Services District. The District recommends, however, that each unit of the complex have its own water meter.

Plans shall not be approved or permits issued until such provisions have been included within the Covenants, Conditions, and Restrictions and have been reviewed and approved by the District. The District shall receive a copy of the recorded Covenants, Conditions, and Restrictions with recording data thereon, and no water or sanitary sewer facilities within such condominium project shall be accepted for use or permits finalized until such copy has been received.

- B. Townhouse Projects. The same requirements set forth above shall also apply to townhouse projects or other similar types of multiple-unit developments (subdivisions where individual lots are deeded to homeowners) when each unit therein does not have a separate connection to a public water and sewer system.
- C. Other Zero-Lot-Line Projects. In addition to the above requirements, whenever more than one (1) building will be served by a single connection to the public sewer, the owner shall request, in writing, a variance from the District. Such variance, if approved, shall be granted by motion of the District Board at a regular or special Board meeting. For the purpose of determining whether a variance is required for multiple-unit developments, a "building" is defined as any number of units that share a common roof or foundation.

608.9 Reimbursement Agreement

If the Developer or Owner is extending water or sewer line past vacant property that may be developed in the future, the Owner or Developer may request that the District enter into a Reimbursement Agreement between Owner/Developer and the District. In such case, the District shall use its standard Reimbursement Agreement (Appendix 600-A) that allows collection of connection fees and refunding of pro-rata share of installation expenses to the Owner/Developer under the terms set forth in the Reimbursement Agreement.