

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN
GENERAL MANAGER

DATE: AUGUST 7, 2015

**AGENDA ITEM
E-1
AUGUST 12, 2015**

**1141 DIVISION STREET SEWER SERVICE LETTER
CONSIDER REQUEST BY OWNER/DEVELOPER**

ITEM

Consider request by owner/developer in regard to District issued Intent-to-Serve Letter for 1141 Division Street 17 lot residential subdivision (APN 092-181-035) [RECOMMEND CONSIDER REQUEST AND DIRECT STAFF]

BACKGROUND

On May 27, 2015, your Board approved a sewer-only intent-to-serve (ITS) letter for APN 092-181-035, located at 1141 Division Street. A complete copy of the May 27 staff report is provided as Attachment A. The original ITS is Attachment B.

On June 18, the Owner e-mailed staff and indicated that two issues were outstanding before they could provide the required counter-signed ITS letter: water fees and an incorrect spelling of the owner's first name. Staff responded on the same day to clarify that the fees due and owing are related to the level of sewer service the applicant testified was currently being provided to the property. Staff committed to providing a corrected ITS letter and clarified expiration conditions of the service letter.

On June 24, the Owner's agent emailed staff and requested additional information. Staff responded the same day with additional information and further clarification.

On June 26, staff reissued the May 27 ITS letter via email and regular mail. The only change made to the original ITS letter was a correction to the owners name. The June 18-26 email 'chain' is Attachment C.

On July 21 the Owner's agent provided information along with a conclusion that no sewer capacity charges are owing on the property and requested the requirement to pay these fees be removed from the ITS at which time the Owner would provide the required counter signature. July 21 email is Attachment D.

FISCAL IMPACT

The sewer capacity charge for the project is based on assigned dwelling unit equivalents. The capacity charges for existing units are past due and are estimated to be approximately \$34,104 (based on four additional units).

The Owner is required to enter into a Plan Check and Inspection Agreement with the District to provide a mechanism for the District to confirm current conditions and recover all costs incurred to further process the application through the District's routine development process as well as covering District costs related to amending the Sewer Service Agreement through the County and LAFCO.

The owner has not entered a Plan Check and Inspection Agreement. All staff time for this project comes from general administrative budget.

RECOMMENDATION

Staff recommends that the Board consider the Applicant's request and direct staff.

ATTACHMENTS

- A. May 27, 2015, Item E-1 Staff Report
- B. Original May 27, ITS
- C. June 18 – June 26 Correspondence between Owner/Agent and staff
- D. Re-issued ITS (transmitted on June 26)
- E. July 21 Request from Owner/Agent

August 12, 2015

E-1

ATTACHMENT A

TO: BOARD OF DIRECTORS
REVIEWED: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
FROM: PETER V. SEVCIK, P.E. *P.V.S.*
DIRECTOR OF
ENGINEERING & OPERATIONS

**AGENDA ITEM
E-1
MAY 27, 2015**

DATE: May 22, 2015

**SEWER SERVICE REQUEST FOR 1141 DIVISION STREET
17 LOT RESIDENTIAL SUBDIVISION (APN 092-181-035)**

ITEM

Consider request for sewer service only (Intent-to-Serve Letter) for 1141 Division Street 17 lot residential subdivision (APN 092-181-035) [RECOMMEND CONSIDER INTENT TO SERVE LETTER AND APPROVE WITH CONDITIONS].

BACKGROUND

The District received an application for sewer only service for APN 092-181-035, located at 1141 Division Street. The Owner/Applicant is Shannon Tanner. The application is for a 17 lot residential subdivision. The property is located within County Service Area (CSA-1) and within the State's septic system prohibition area. The property is located within Golden State Water Company (GSWC) water service area. The District can provide sewer service to the project via the existing County sewer collection system and the existing Sewer Service Agreement between the County and the District. The District/County Service Agreement dates back to 1984 and has been amended four times.

When staff was researching the Service Agreement, staff determined that in 2001, Amendment 3 to the Agreement added APN 092-181-035. However, only 1 dwelling unit equivalent sewer capacity charge was paid for this parcel (Attachment A). The District has no definitive record showing the number of existing sewer connections on this property. There are currently five individual homes on the parcel.

The Owner/Applicant indicates six homes existed on the property and were supplied water by GSWC and connected to District sewer via existing County infrastructure. Reportedly, one home was subsequently torn down. The applicant indicates the five existing homes currently receive water service from GSWC and sewer service from County/NCSD.

The County recently collected past-due sewer service charges back to 2010 for four additional homes that are reported to be currently served. The County has forwarded these funds to the District per the Service Agreement. District sewer capacity charges for the additional homes have not been paid.

The Sewer Service Agreement with the County will need to be amended to increase the number of dwelling units allocated to this parcel to reflect existing and proposed conditions as well as increase the total number of dwelling unit equivalents provided sewer treatment under the Agreement. LAFCO has indicated that they will need to review any proposed increase in service under the Agreement.

The newly created parcels are proposed to receive water service from GSWC. GSWC has issued a conditioned water Will Serve letter for the proposed subdivision. The GSWC Will Serve letter requires supplemental water be used to service the proposed new development.

FISCAL IMPACT

The sewer capacity charge for the project will be based on assigned dwelling unit equivalents. The capacity charges for existing units are past due and are estimated to be approximately \$34,104 (based on four additional units). Estimated capacity charges of \$102,312 will be due for the additional new residential units (based on twelve additional).

To facilitate tax roll collection of monthly sewer fees, as is the standard for properties in this service area, staff will set a monthly flat rate for sewer based on the assigned number of dwelling unit equivalents.

Following approval of the conditioned ITS, the owner will be required to enter into a Plan Check and Inspection Agreement with the District to provide a mechanism for the District to confirm current conditions and recover all costs incurred to further process the application through the District's routine development process as well as covering District costs related to amending the Sewer Service Agreement through the County and LAFCO.

RECOMMENDATION

Staff recommends that the Board approve the Applicant's request for a Sewer Only Intent-to-Serve letter for the project as follows:

General Conditions

- Applicant shall provide As-Built drawings, or other definitive evidence acceptable to District staff, showing the number of existing sewer connections on the parcel.
- Applicant shall pay District sewer capacity charges to the District for units presently receiving sewer service within 60 days of the date of the Intent-to-Serve letter. District will not process application further until past due sewer capacity charges are paid.
- Applicant shall enter into a Plan Check and Inspection Agreement with the District to provide a mechanism for the District to recover all costs incurred to further process the application through the District's routine development process as well as Service Agreement amendment through the County and LAFCO.
- Connection to District sewer facilities will be made via County owned sewer collection system.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.
- A District sewer master plan review of project impacts will be required. Impacts will need to be mitigated prior to initiation of any additional services.
- The Sewer Service Agreement between the County and the District will need to be amended to reflect current conditions and to include proposed additional sewer service levels for the Owner's Property. District will bill County on monthly basis and County will bill property owner annually on tax roll for sewer service in accordance with the amended sewer service agreement.

- Owner's use of the Property that increases or has the potential to increase sewer discharges or sewer strength from those uses identified in the application are prohibited unless specifically authorized in writing by District. Sewer strength for this project is classified as residential, low strength.
- The use of self-regenerating water softeners within the Project is prohibited.
- Applicant shall pay all appropriate District fees associated with this development.
- Applicant shall provide District with a set of County approved Project Improvement Plans.

Prior to Issuance of a Sewer Will Serve Letter for existing service level (5 or 6 lots):

- Sewer Service Agreement amendment recognizing existing and proposed connections shall be executed by the County and District and approved by LAFCO.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.

Prior to Issuance of a Sewer Will Serve Letter for New Service (11 or 12 Lots):

- Secure source of Supplemental Water pursuant to Stipulation and provide proof to District.
- Master Plan project impacts will need to be mitigated prior to initiation of additional service to new parcels/dwellings.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.
- Fees for Connection shall be calculated and owing as of the date the County issues the Certificate of Occupancy for the new parcels from which the amount of the Deposit shall be deducted.

Conditions of Intent-to-Serve Letter

- This letter is void if land use is other than single family residential use as defined by the District.
- Intent-to-Serve letters shall automatically terminate on the first to occur:
 - Failure of the Applicant to provide District with written verification that County application for the Project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
 - Three (3) years, from date of issuance. However, Applicant shall be entitled to a one-year extension upon the following conditions:

- Applicant makes written application for the extension prior to the expiration of the Intent-to-Serve Letter.
- Applicant provides proof of reasonable due diligence in processing the Project.
- Applicant agrees to revisions of the conditions contained in the Intent-to-Serve letter consistent with then existing District policies.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.
- The District reserves the right to revoke this "Intent-to-Serve letter at any time.
- The Applicant shall provide a signed copy of the Intent-to-Serve letter within thirty (30) days of issuance.

ATTACHMENTS

- A. Amendment No. 3 to Sewer Service Agreement
- B. Application
- C. Site Plan

May 27, 2015

E-1

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 00-725**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT TITLED SERVICE AGREEMENT
BETWEEN
SAN LUIS OBISPO COUNTY AND NIPOMO COMMUNITY SERVICES DISTRICT FOR THE
CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE NIPOMO SEWERAGE PROJECT**

WHEREAS, on August 7, 1984, the San Luis Obispo County Board of Supervisors acting on behalf of County Service Area No. 1 (CSA 1) and the Nipomo Community Services District (District) executed a certain agreement titled Service Agreement Between San Luis Obispo County and Nipomo Community Services District for the Construction, Operation and Maintenance of the Nipomo Sewerage Project (Service Agreement) whereby District agreed to provide sewer treatment for a defined number of Dwelling Unit Equivalents within CSA 1; and

WHEREAS, CSA 1 and District have executed two amendments to the Service Agreement that deducted and added Dwelling Unit Equivalents to the above-referenced Service Agreement; and

WHEREAS, pursuant to the Service Agreement and the above-referenced Amendments, the District will provide sewer treatment for 425 number of Dwelling Unit Equivalents within CSA 1; and

WHEREAS, CSA 1 has requested an amendment to the Service Agreement (herein Third Amendment) whereby the District would agree to increase the Dwelling Unit Equivalents by 76 for a total of 501 Dwelling Unit Equivalents to be provided sewer treatment within CSA 1; and

WHEREAS, based on the staff report and staff and public testimony received at hearing on March 1, 2000, the District Board hereby finds and determines that there is sufficient excess capacity at the District Treatment Plant to provide the additional service requested.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District as follows:

1. The above recitals are true and correct.
2. Amendment #3 to the Service Agreement (attached hereto as Exhibit A) between the District and CSA 1 is hereby approved.
3. The President of the District Board of Directors is hereby authorized to sign said Amendment.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 00-725

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT TITLED SERVICE AGREEMENT
BETWEEN
SAN LUIS OBISPO COUNTY AND NIPOMO COMMUNITY SERVICES DISTRICT
FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE NIPOMO SEWERAGE PROJECT
PAGE TWO

On the motion of Director Simon, seconded by Director Mobraaten and on the following roll call vote, to wit:

AYES: Directors Simon, Mobraaten, Mendoza, Blair and Kaye
NOES: None
ABSENT: None
ABSTAIN: None

the foregoing resolution is hereby adopted this 15th day of March 2000.


Gene Kaye, President
Nipomo Community Services District

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:


Jon S. Seitz
District Legal Counsel

Res/00-725

EXHIBIT A

AMENDMENT No. 3 TO THE

SERVICE AGREEMENT BETWEEN SAN LUIS OBISPO COUNTY AND NIPOMO COMMUNITY SERVICES DISTRICT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NIPOMO SEWERAGE PROJECT

This Amendment No. 3, dated March 15, 2000, is by and between the County of San Luis Obispo (County), acting on behalf of County Service Area No. 1 (CSA 1), and the Nipomo Community Services District (District), acting on behalf of the Community Services District Zone for the Nipomo Sewerage Project (Zone).

WITNESSETH

WHEREAS, on August 7, 1984, the San Luis Obispo County Board of Supervisors acting on behalf of County Service Area No. 1 and the Nipomo Community Services District acting on behalf of the Community Services District Zone for the Nipomo Sewerage Project executed that certain agreement "Service Agreement Between San Luis Obispo County and Nipomo Community Services District for the Construction, Operation and Maintenance of the Nipomo Sewerage Project" (Service Agreement); and,

WHEREAS, said Service Agreement established a maximum number of dwelling unit equivalents within CSA 1 to be served by the Sewerage Project; and,

WHEREAS, on September 5, 1984, Amendment No. 1 to said Service Agreement was executed by the County and District to remove 39 parcels of land erroneously listed in said Service Agreement; and,

WHEREAS, on October 3, 1989, Amendment No. 2 to said Service Agreement was executed by the County and District to add 98 dwelling unit equivalents within Tract 1898 so that those lots could be provided sewerage service from the Sewerage Project and through CSA 1's infrastructure; and

WHEREAS, Tract 2196 has applied to both District and the County for sewerage service from the Sewerage Project and through CSA 1's infrastructure; and,

WHEREAS, Tract 2196 was not included within the original maximum number of dwelling units to be served by the Sewerage Project; and,

WHEREAS, the District has determined that it's Sewerage Project currently has the capacity to serve the 11 lots within Tract 2196; and,

AMENDMENT No. 3 TO THE
SERVICE AGREEMENT
BETWEEN SAN LUIS OBISPO COUNTY AND
NIPOMO COMMUNITY SERVICES DISTRICT
FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE NIPOMO SEWERAGE PROJECT

Page 2

WHEREAS, both District and County agree that inclusion of Tract 2196 within the Service Agreement would be in the best interests of all parties concerned; and,

WHEREAS, the Regional Water Quality Control Board staff have indicated their approval for the inclusion of Tract 2196 within the Service Agreement; and,

WHEREAS, it is now appropriate for the District and the County to amend the existing Service Agreement to add Tract 2196 to the Service Agreement's maximum number of dwelling unit equivalents; and

WHEREAS, pursuant to Regional Water Quality Control Board Waste Discharge Requirements, Order No. 80-01, County Service Area No. 1, Zone F, (CSA No. 1F) is required to connect to the District's Sewerage Project; and

WHEREAS, CSA No. 1F currently provides service to 66 service connections (66 dwelling unit equivalents); and

WHEREAS, the County desires to obtain sewerage service from the Sewerage Project and through CSA 1's infrastructure for CSA 1F; and

WHEREAS, the District has determined that its Sewerage Project currently has the capacity to serve the 66 dwelling unit equivalents that are currently being served by CSA 1F.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, conditions, and agreements as described within the Service Agreement and as attached hereto and described as Exhibit A, the District and County agree as follows:

1. That the existing Service Agreement between the District and the County be amended to include Tract 2196 as shown in the Tract Map attached hereto and described as Exhibit B, and the existing service connections of CSA 1F, as listed in Exhibit "D", attached hereto.
2. That prior to provision of waste water service by the District or the County, Tract 2196 shall comply with the conditions outlined within the County's Conditional Intent to Provide Waste Water Service Letter dated January 26, 2000 attached hereto and described as Exhibit C.
3. That inclusion of Tract 2196 and the existing service connections of CSA 1F will increase the Service Agreement's maximum number of dwelling unit equivalents to 501 units.

AMENDMENT No. 3 TO THE
SERVICE AGREEMENT
BETWEEN SAN LUIS OBISPO COUNTY AND
NIPOMO COMMUNITY SERVICES DISTRICT
FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE NIPOMO SEWERAGE PROJECT
Page 3

4. That prior to provision of wastewater service by District for the existing service connections of CSA 1F, the County shall submit plans and specifications to District on the infrastructure improvements to CSA 1 and/or CSA 1F that will be needed for the existing service connections of CSA 1F to obtain wastewater service from the District. The County shall implement a hydrogen sulfide (H₂S) prevention program in said infrastructure improvements.

ATTEST:

JULIE L. RODEWALD

County Clerk Ex-Officio Clerk
of the Board of Supervisors,
County of San Luis Obispo,
State of California

COUNTY OF SAN LUIS OBISPO

By: PEG PINARD
Chairman of the
Board of Supervisors

By: CHERIE ASFURD
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

Dated: 10 APRIL 2000

ATTEST:

Donna K. Johnson
SECRETARY OF THE
BOARD OF DIRECTORS
NIPOMO COMMUNITY SERVICES DISTRICT

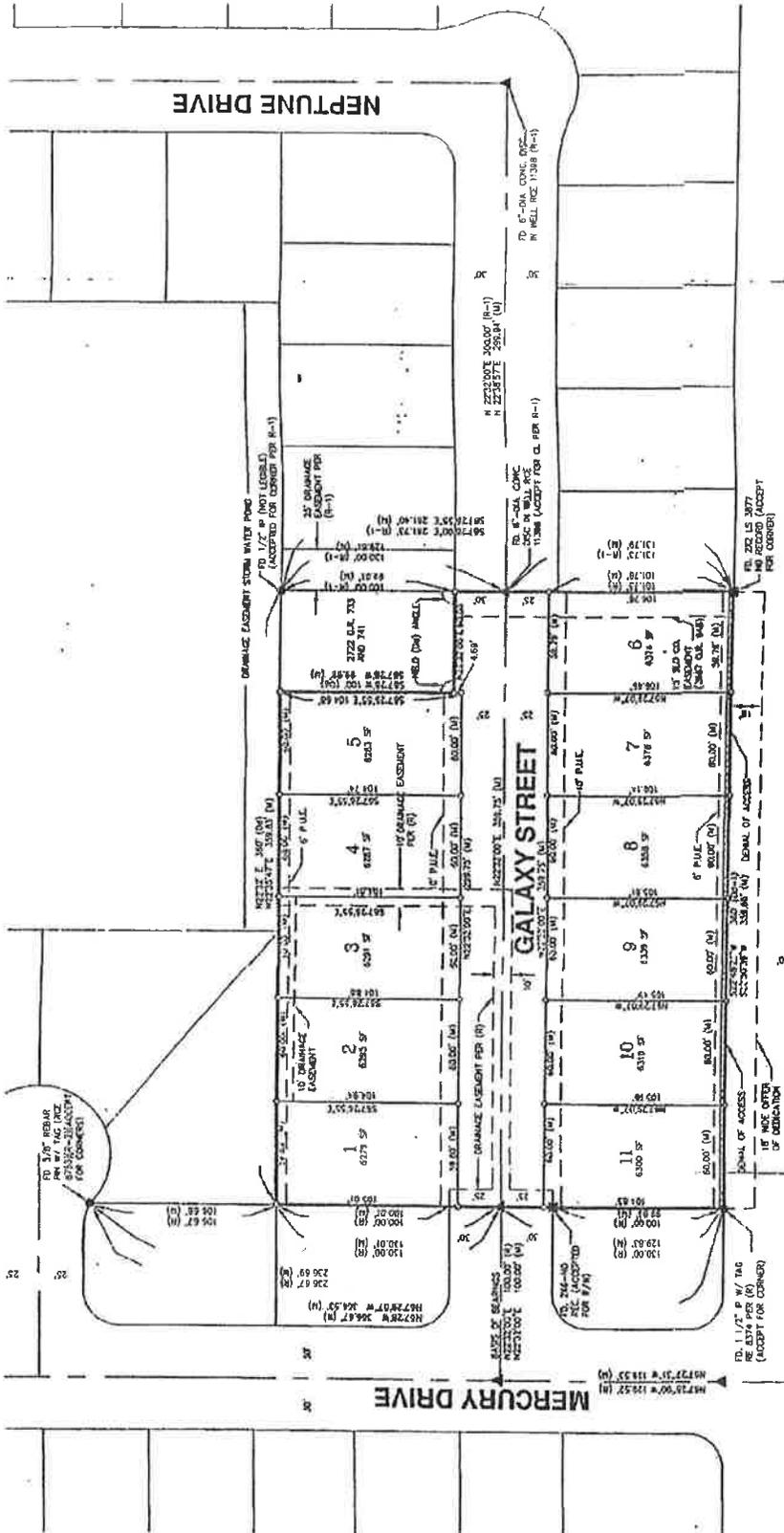
[Signature]
PRESIDENT, BOARD OF DIRECTORS
NIPOMO COMMUNITY SERVICES DISTRICT

APPROVED AS TO FORM
AND LEGAL EFFECT:
GENERAL COUNSEL
NIPOMO COMMUNITY SERVICES
DISTRICT

By: [Signature]

EXECUTION AUTHORIZED BY
RESOLUTION NO. 00-724
DATED: March 15, 2000

EXHIBIT B



TRACT 2196

BEING A DIVISION OF PORTIONS OF LOT 15 AND LOT 16 OF THE LA MESA TRACT IN THE COUNTY OF SAN LUIS OBISPO STATE OF CALIFORNIA PREPARED FOR THE RECORD GROUP PREPARED BY: WESTLAND ENGINEERING COMPANY 75 ZACA LANE, SUITE 100, SAN LUIS OBISPO, CA 95401 (805) 541-2334 DECEMBER 1999 JOB NO. 97.012

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS MAP WAS TAKEN FROM THE CENTER LINE OF GALAXY STREET BETWEEN FOUND MONUMENTS SHOWN BEARING RECORDED IN PERS 8 AND 33.

REFERENCE MAPS
(R) 6 MB 53
(R-1) 6 MB 59
(R-2) 22 153 17 733 AND 741
(R-3) 1377 08.625

MONUMENT LEGEND
 SET 1 1/2" DIA. REBAR PIN WITH PLASTIC CAP PER 21067
 SET 1 1/2" DIA. W/ TAG RE 8374 (R) UNLESS OTHERWISE NOTED
 FOUND WOOD MON. AS NOTED
 FOUND MONUMENT AS NOTED



DIVISION STREET

SAN LUIS OBISPO COUNTY ENGINEERING DEPARTMENT

COUNTY GOVERNMENT CENTER • ROOM 207 • SAN LUIS OBISPO, CALIFORNIA 93408

TIMOTHY P. NANSON
COUNTY ENGINEER
GLEN L. PRIDDY
DEPUTY COUNTY ENGINEER
ENGINEERING SERVICES
NOEL KING
DEPUTY COUNTY ENGINEER
ADMINISTRATION

PHONE (805) 781-5252 • FAX (805) 781-1229



EXHIBIT C

ROADS
SOLID WASTE
FRANCHISE ADMINISTRATION
WATER RESOURCES
COUNTY SURVEYOR
SPECIAL DISTRICTS

January 26, 2000

Pamela Jardini
Westland Engineering Company
75 Zaca Lane, Ste 100
San Luis Obispo, CA 93401

Subject: County Service Area No. 1 (Nipomo); Conditional Intent to Provide Waste Water Service Letter, Tract 2196

Dear Ms. Jardini:

The following is a Conditional Intent To Provide Waste Water Service Letter for the above described project located in the community of Nipomo, California. County Service Area No. 1 is ready and willing to provide waste water service to Tract 2196 provided the following conditions are met.

1. The existing *Service Agreement Between San Luis Obispo County and Nipomo Community Services District for the Construction, Operation, and Maintenance of the Nipomo Sewerage Project (Agreement)* is amended to include Tract 2196 within the maximum sewerage service areas within CSA 1 as established by the Agreement.
2. Applicant must provide to the County Planning and Building Department and County Environmental Health, written verification from the County Engineer and the NCSO General Manager that said amendment has occurred.
3. All work performed by the County Engineering Department's Hydraulic Operations Division staff for the subject project shall be billed to and reimbursed by the Applicant through and in accordance with the attached Checking and Inspection Agreement (C&I) for this project. The applicant must sign and return the C&I with the required deposit prior to District staff performing any additional work for this project.

4. The Applicant shall design, construct, and install a wastewater collector line extension (including all necessary wastewater system improvements) from the existing wastewater collection system at the closest possible point of connection (said point of connection to be approved by the County Engineer) to a point (to be approved by the County Engineer) adequate to provide wastewater service to the proposed lots. Said design shall be approved by the County Engineer and in accordance with the provisions outlined in the attached General Conditions for Additions to District Facilities. The total number of buildable lots does not exceed eleven (11).
5. The Applicant shall employ a Registered Civil Engineer (RCE) of work to design the sewer main, laterals and associated appurtenances, provide inspection during the course of construction, to certify to the County Engineer that the improvements were installed in accordance with the improvement plans, and to submit as-built plans to the County Engineer. If the engineer of work is other than the designing engineer, or is replaced during the course of construction, the County Engineer shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The County Engineer, or his designated representative, may make such additional inspection as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work.
6. The Applicant shall sign and comply with the conditions outlined in the "Pipeline Extension Performance Agreement" attached hereto.
7. The proposed project will require connection to the existing CSA 1 sewer system. Construction of the proposed project will be at the Applicant's responsibility and expense. Construction of all facilities shall be in accordance with the County Standards and Specifications and CSA 1 regulations. The Applicant shall employ a licensed contractor, and must submit evidence that the contractor is licensed prior to issuance of a final will-serve letter.
8. All work within the public right-of-way will require an Encroachment Permit from the County Engineer.
9. The Applicant shall provide to District a will-serve letter from the Nipomo Community Services District (NCSD) indicating NCSD's ability and willingness to accept the additional effluent from the proposed project and also indicating that all required NCSD connection fees, etc have been paid in full.
10. Prior to provision of waste water service to the project described above, Applicant shall pay to District all remaining applicable CSA 1 sewer connection fees, meter charges, or other new service related fees established by ordinance prior to the date of the service connections for the proposed lots.

11. The above CSA 1 conditions shall be effective until January 31, 2002, or until some unforeseen event might occur making this presently, intended service unusually difficult, or impossible, to provide.

If you have any questions regarding this letter please feel free to call me at (805) 781-5116.

Sincerely,



DOUGLAS C. BIRD
Hydraulic Operations Administrator

Attachments: Checking and Inspection Agreement
Pipeline Extension Performance Agreement
General Conditions for Additions to District Facilities

cc: Doug Jones, General Manager, NCSD, PO 326, Nipomo, CA 93444
Tony Boyd, Hydraulic Operations Engineer
Mark Sullivan, Engineering Administrator
Tim Tomlinson, Development Services Division
County Planning and Building Department
County Environmental Health Department

File: Districts/CSA 1 - Correspondence
LAHYD_OPER\Jan00\tr2196conditional.wpd.LND.DB

Service Connections of San Luis Obispo
County Service Area No. 1, Zone F

Exhibit D

<u>CSA 1-F</u>	<u>APN</u>
	092-127-001
	092-127-002
	092-127-003
	092-127-004
	092-127-005
	092-127-006
	092-181-035
	092-451-025
	092-451-026
	092-451-027
	092-451-028
	092-451-029
	092-451-030
	092-451-031
	092-451-032
	092-451-033
	092-451-034
	092-451-035
	092-451-036
	092-451-037
	092-451-038
	092-451-039
	092-451-040
	092-451-041
	092-451-042
	092-451-043
	092-451-044
	092-451-045
	092-451-046
	092-451-047
	092-451-048
	092-454-037
	092-454-038
	092-454-039
	092-454-040
	092-454-041
	092-454-042
	092-454-043
	092-454-044
	092-454-045
	092-454-046

EXHIBIT D

<u>CSA 1-F</u>	<u>APN</u>
	092-454-047
	092-454-048
	092-454-049
	092-454-050
	092-454-051
	092-456-001
	092-456-002
	092-456-003
	092-456-004
	092-456-005
	092-456-006
	092-456-007
	092-456-008
	092-457-001
	092-457-002
	092-457-003
	092-457-004
	092-457-005
	092-457-006
	092-457-007
	092-457-008
	092-457-009
	092-457-010
	092-457-011
	092-457-012

No of APNs:

County Service Area 1F Connection to NCS D

	APN
1	092-451-026
2	092-451-027
3	092-451-028
4	092-451-029
5	092-451-030
6	092-451-031
7	092-451-032
8	092-451-033
9	092-451-034
10	092-451-035
11	092-451-036
12	092-451-037
13	092-451-038
14	092-451-039
15	092-451-040
16	092-451-041
17	092-451-042
18	092-451-043
19	092-451-044
20	092-451-045
21	092-451-046
22	092-451-047
23	092-451-048
24	092-454-037
25	092-454-038

5

	APN
	092-454-039
	092-454-040
	092-454-041
	092-454-042
	092-454-043
	092-454-044
	092-454-045
	092-454-046
	092-454-047
	092-454-048
	092-454-049
	092-454-050
	092-454-051
	092-456-001
	092-456-002
	092-456-003
	092-456-004
	092-456-005
	092-456-006
	092-456-007
	092-456-008
	092-457-001
	092-457-002
	092-457-003
	092-457-004
	092-457-004

	APN
1	092-457-005
2	092-457-006
3	092-457-007
4	092-457-008
5	092-457-009
6	092-457-010
7	092-457-011
8	092-457-012
9	092-181-035
60	092-451-025
1	092-127-001
2	092-127-002
3	092-127-003
4	092-127-004
5	092-127-005
6	092-127-006

one capacity paid for one DUE

CSA 1Connections

092-091-006 }
 092-093-001 } Capacity paid
 092-095-005 } by County
 6/21/01
 \$ 2370 x 3

May 27, 2015

E-1

ATTACHMENT B



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932
Website: ncsd.ca.gov

Office use only:
Date and Time
Complete
Application and
fees received:

RECEIVED

DEC 08 2014

NIPOMO COMMUNITY SERVICES DISTRICT

INTENT-TO-SERVE APPLICATION

- This is an application for: Sewer and Water Service Water Service Only
- SLO County Planning Department/Tract or Development No.: RHO NIP SUB PTN LT 2
- Attach a copy of SLO County application.

Note: District Intent-to-Serve letters expire eight (8) months from date of issue, unless the project's County application is deemed complete.

- Project location: 1141 DIVISION ST. NIPOMO
- Assessor's Parcel Number (APN) of lot(s) to be served: 092-181-035
- Owner Name: SHARON TANNER
- Mailing Address: 1 TANNER ROAD, GROVER BEACH CA
- Email: _____
- Phone: _____ FAX: _____
- Agent's Information (Architect or Engineer):
Name: MFI LIMITED
Address: 735 TANK FARM RD, SUITE 240, S.L.O. CA
Email: ANDYMANGANO729MAIL.COM
Phone: 805-704-9364 FAX: _____

- Type of Project: (check box) (see Page 3 for definitions)

<input checked="" type="checkbox"/> Single-family dwelling units	<input type="checkbox"/> Multi-family dwelling units
<input type="checkbox"/> Commercial	<input type="checkbox"/> Mixed Use (Commercial and Residential)

- Total Number of Dwelling Units 20 Number of Low Income Units 0
- Does this project require a sub-division? Yes No
If yes, number of new lots created 19
- Site Plan:

For projects requiring Board approval, submit six (6) standard size (24" x 36") copies and one reduced copy (8½" x 11"). Board approval is needed for the following:

- more than four dwelling units
- property requiring sub-divisions
- higher than currently permitted housing density
- commercial developments

All other projects, submit three (3) standard size (24" x 36") and one reduced copy (8½" x 11").

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable.

15. **Water Demand Certification:**

A completed Water Demand Certification, signed by project engineer/architect, must be included for all residential and the residential portion of mixed-use projects.

16. **Commercial Projects Service Demand Estimates:**

Provide an estimate of yearly water (AFY) and sewer (gallons) demand for the project prepared by a licensed Engineer/Architect. **Please note:** All commercial projects are required to use low water use irrigation systems and water conservation best management practices.

17 **Agreement:**

The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities resulting from the negligence or willful misconduct of the District.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782

Application Processing Fee.....**See Attached Fee Schedule**

The District will only accept cashier's check or bank wire for the payment of Water Capacity, Sewer Capacity and other related development fees.

Date 11/19/2014 Signed

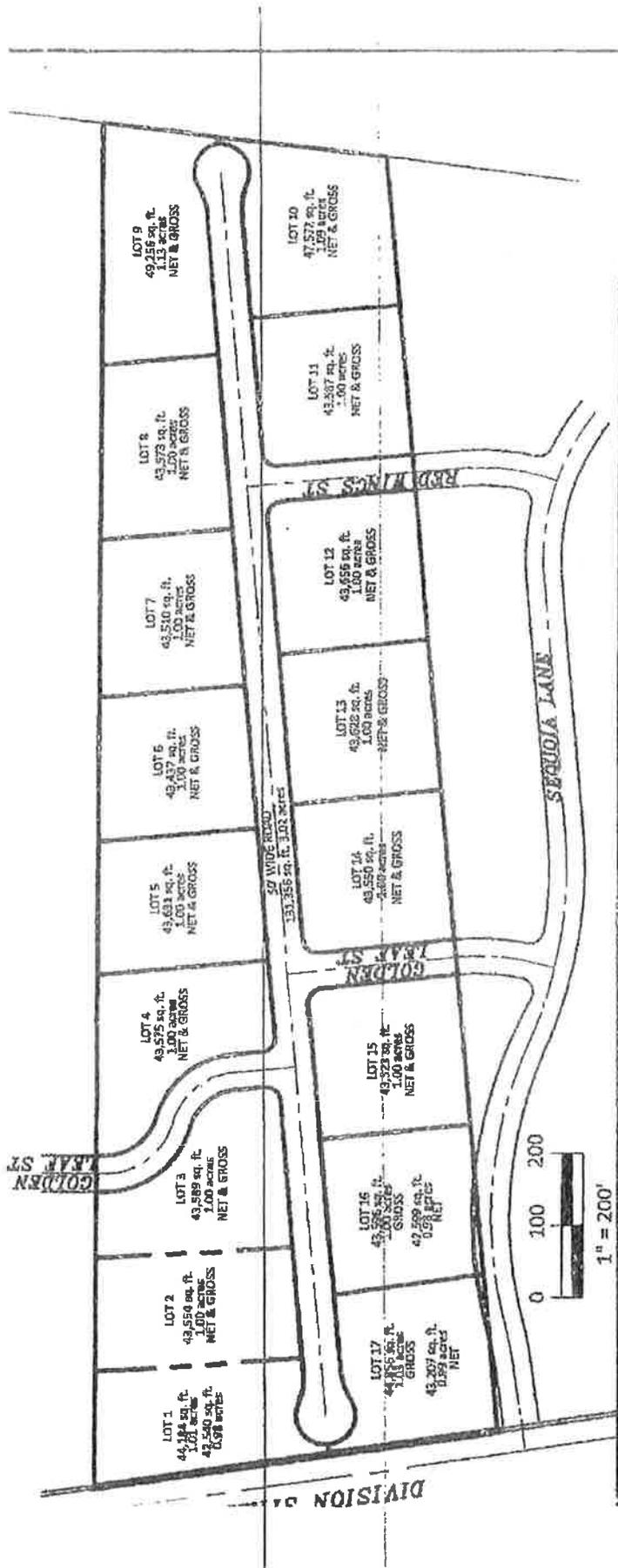

(Must be signed by owner or owner's agent)

Print Name ANDREW P. MANGANO

May 27, 2015

E-1

ATTACHMENT C



17 LOT SUBDIVISION FEE SCHEDULE- TENTATIVE MAP

COUNTY PUBLIC WORKS
 TENTATIVE MAP APPLICATION REVIEW \$10,000 DEPOSIT PLUS ACTUAL COSTS
 CONDITIONAL USE & DEVELOPMENT \$2,171
 PLAN APPLICATION

SURVEY/CIVIL
 TM PLAN PREP \$5,000
 GRADING/DRAINAGE PLAN \$10,000
 FINAL MAP CHECKING \$10,000 DEPOSIT PLUS ACTUAL COSTS
 DEVELOPMENT PLAN \$1,500 DEPOSIT PLUS ACTUAL COSTS

17 LOT SUBDIVISION FEE SCHEDULE- FINAL MAP

COUNTY PUBLIC WORKS
 FINAL MAP CHECKING \$10,000 DEPOSIT PLUS ACTUAL COSTS
 DEVELOPMENT PLAN \$1,500 DEPOSIT PLUS ACTUAL COSTS
 LAND USE PERMIT

BASE FEE \$11,224 DEPOSIT PLUS COSTS TO PROCESS
ENVIRONMENTAL HEALTH \$490
CAL-FIRE \$707
AG \$2,803
PARK IN LIEU FEE ?
ENVIRONMENTAL FEES \$3,852
GEOLOGICAL REVIEW \$3,916
MITIGATION
SURVEY/CIVIL
 TRACT MAP PLAN PREP \$7,500
 SET PROPERTY CORNERS \$2,500
 GRADING/DRAINAGE PLAN \$40,000
 CONSTRUCTION
 MONUMENT WELL CONSTRUCTION \$5,000
 WATER METER FEES (12 TOTAL) \$360,000 TO \$600,000
 COUNTY ASSESSOR PRE-PAY TAXES \$11,450

August 12, 2015

E-1

ATTACHMENT B

NIPOMO COMMUNITY

BOARD MEMBERS

CRAIG ARMSTRONG, PRESIDENT
DAN GADDIS, VICE PRESIDENT
BOB BLAIR, DIRECTOR
ED EBY, DIRECTOR
DAN WOODSON, DIRECTOR



SERVICES DISTRICT

STAFF

MICHAEL S. LEBRUN, GENERAL MANAGER
LISA BOGNUDA, FINANCE DIRECTOR
PETER SEVCIK, P.E., DIRECTOR OF ENG. & OPS.
MICHAEL W. SEITZ, GENERAL COUNSEL

Celebrating 50 Years of Service to the Community, 1965 - 2015

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: ncsd.ca.gov

May 27, 2015

Shannon Tanner
1 Tanner Road
Grover Beach, CA

This is not a Will Serve letter

**SUBJECT: INTENT-TO-SERVE SEWER SERVICE
APN 092-181-035, 1141 DIVISION ST, NIPOMO
17 LOT RESIDENTIAL SUBDIVISION**

An Intent-to-Serve letter for District sewer service only for 1141 Division Street 17 lot residential subdivision (APN 092-181-035) (the "Project"), is granted with conditions.

This Intent-to Serve-letter is limited to the Project as described above.

This Intent-to-Serve Letter shall be effective upon Owner's signature below. The Applicant must return a signed copy of the Intent-to-Serve Letter within thirty (30) days of issuance.

The following conditions must be satisfied prior to the District issuing a Will Serve Letter:

GENERAL CONDITIONS

- Applicant shall provide As-Built drawings, or other definitive evidence acceptable to District staff, showing the number of existing sewer connections on the parcel.
- Applicant shall pay District sewer capacity charges to the District for units presently receiving sewer service within 60 days of the date of the Intent-to-Serve letter. District will not process application further until past due sewer capacity charges are paid.
- Applicant shall enter into a Plan Check and Inspection Agreement with the District to provide a mechanism for the District to recover all costs incurred to further process the application through the District's routine development process as well as Service Agreement amendment through the County and LAFCO.
- Connection to District sewer facilities will be made via County owned sewer collection system.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.

- A District sewer master plan review of project impacts will be required. Impacts will need to be mitigated prior to initiation of any additional services.
- The Sewer Service Agreement between the County and the District will need to be amended to reflect current conditions and to include proposed additional sewer service levels for the Owner's Property. District will bill County on monthly basis and County will bill property owner annually on tax roll for sewer service in accordance with the amended sewer service agreement.
- Owner's use of the Property that increases or has the potential to increase sewer discharges or sewer strength from those uses identified in the application are prohibited unless specifically authorized in writing by District. Sewer strength for this project is classified as residential, low strength.
- The use of self-regenerating water softeners within the Project is prohibited.
- Applicant shall pay all appropriate District fees associated with this development.
- Applicant shall provide District with a set of County approved Project Improvement Plans.

PRIOR TO ISSUANCE OF A SEWER WILL SERVE LETTER FOR EXISTING SERVICE LEVEL (5 OR 6 LOTS)

- Sewer Service Agreement amendment recognizing existing and proposed connections shall be executed by the County and District and approved by LAFCO.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.

PRIOR TO ISSUANCE OF A SEWER WILL SERVE LETTER FOR NEW SERVICE (11 OR 12 LOTS)

- Secure source of Supplemental Water pursuant to Stipulation and provide proof to District.
- Master Plan project impacts will need to be mitigated prior to initiation of additional service to new parcels/dwellings.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.
- Fees for Connection shall be calculated and owing as of the date the County issues the Certificate of Occupancy for the new parcels from which the amount of the Deposit shall be deducted.

AUTOMATIC TERMINATION

- This letter is void if land use is other than single family residential use as defined by the District.
- Intent-to-Serve letters shall automatically terminate on the first to occur:
 - Failure of the Applicant to provide District with written verification that County application for the Project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
 - Three (3) years, from date of issuance. However, Applicant shall be entitled to a one-year extension upon the following conditions:
 - Applicant makes written application for the extension prior to the expiration of the Intent-to-Serve Letter.
 - Applicant provides proof of reasonable due diligence in processing the Project.
 - Applicant agrees to revisions of the conditions contained in the Intent-to-Serve letter consistent with then existing District policies.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.
- The District reserves the right to revoke this "Intent-to-Serve letter at any time.
- The Applicant shall provide a signed copy of the Intent-to-Serve letter within thirty (30) days of issuance.

If you have any questions, please call.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT



Michael S. LeBrun, P.E.
General Manager

I, _____, have read the foregoing Intent-to-Serve Letter for sewer service for APN 092-181-035 (1141 Division Street) and by my signature below, agree to the conditions contained herein.

Date: _____

Owner _____

Print Name (Owner)

August 12, 2015

E-1

ATTACHMENT C

Michael LeBrun

From: Michael LeBrun
Sent: Friday, June 26, 2015 11:29 AM
To: sharonatanner@att.net
Cc: 'Tom Girard'
Subject: RE: Intent to serve for 1141 Division St
Attachments: 20150626 TANNER REISSUE.pdf

Ms. Tanner,

Attached here is a re-issued Intent to Serve Letter with your first name corrected.

A hard copy will follow via US Postal Service.

You will have 30 days from receipt to return a counter signed copy.

The 60-day requirement for you to provide As-Built drawings, or other definitive evidence acceptable to District staff, showing the number of existing sewer connections on the parcel and to pay past due sewer capacity charges for all existing services less one (one sewer capacity charge has been paid according to our record) remains in effect as of the Board's May 27 approval. Accordingly, this Intent To Serve letter will expire on Monday July 27 unless capacity charges for the current level of sewer service to the parcel are fully paid.

Sincerely,

Michael S. LeBrun, P.E.
General Manager

Nipomo Community Services District
Serving the Community for Fifty Years

148 South Wilson Street
Nipomo, CA 93444-0326
(805) 929-1133
(805) 929-1932 fax
mlebrun@ncsd.ca.gov

CONFIDENTIALITY NOTICE: This email and any documents, files or previous email messages attached to it may contain information that is confidential or legally privileged and is for the sole use of the intended recipient(s). If you are not the intended recipient, do not read, print, or save this email. Any unauthorized review, use, disclosure or distribution of this email, its contents or the attachments, is strictly prohibited. If you are not the intended recipient, please contact the sender by telephone or reply email and destroy the original, any attachments and all copies without reading or saving.

-----Original Message-----

From: Michael LeBrun
Sent: Wednesday, June 24, 2015 2:53 PM
To: 'Tom Girard'
Subject: RE: Intent to serve for 1141 Division St

Mr. Girard,

The May 27 agenda packet and minutes are posted on our website.

If you want the audio recording, we can provide it on disc (DVD). The cost is \$15 per disc - it likely will take just one disk. If you want this record, confirm in response to this email and I will have staff burn a disc and contact you when it is ready.

Staff's May 27 staff report (available on website) overviews the history. Attachment A to that staff report is Amendment 3 (or excerpts thereof) to the agreement between NCS D and County for providing sewer service in the area. As that record shows:

- Amendment 3 happened in 2000
- Amendment 3 added APN 092-181-035 to the list of parcels included in the agreement and paid a single connection fee of \$2,370

This information was produced and discussed on 5/27. I also outlined it in my previous email to Ms. Tanner (below). On 5/27 the Board approved a service letter with conditions, including an allowance of 60-days for applicant to affirm current service level - prove a physical connection to District sewer (very simple 'dye' test is acceptable) and pay past due connection charges for services being received.

As stated in the conditioned service letter, until current service levels are confirmed and capacity/connection charges for the current service level are paid, staff will not be processing this application.

If this service letter is allowed to expire, a new application will be required.

Sincerely,

Michael S. LeBrun, P.E.
General Manager

Nipomo Community Services District
Serving the Community for Fifty Years

148 South Wilson Street
Nipomo, CA 93444-0326
(805) 929-1133
(805) 929-1932 fax
mlebrun@ncsd.ca.gov

CONFIDENTIALITY NOTICE: This email and any documents, files or previous email messages attached to it may contain information that is confidential or legally privileged and is for the sole use of the intended recipient(s). If you are not the intended recipient, do not read, print, or save this email. Any unauthorized review, use, disclosure or distribution of this email, its contents or the attachments, is strictly prohibited. If you are not the intended recipient, please contact the sender by telephone or reply email and destroy the original, any attachments and all copies without reading or saving.

-----Original Message-----

From: Tom Girard [mailto:tomgirard@charter.net]
Sent: Wednesday, June 24, 2015 2:23 PM
To: Michael LeBrun
Cc: sharonatanner@att.net

Subject: RE: Intent to serve for 1141 Division St

Hi Michael,

Sharon Tanner asked me to help research the capacity charges that you refer to in your ITS letter. In your letter you state that "The District's Board did allow that if you could produce record that additional sewer capacity charges had been paid, the requirement for paying past due additional capacity charges would be adjusted accordingly". We intent to research this matter thoroughly!

Please provide the date that this capacity charge was originally billed to Ms. Tanner and the manner in which she was notified. IE: was it a letter if so we would like a copy of the letter and the dollar amount that was due at that time so we know what we are looking for. To whom was the payment to be made. Was it NCS D or the County of San Luis Obispo? We also need a copy of audio tape and the Minutes form the 5/27/2015 meeting.

Thank you for your assistance!

Tom Girard
Broker / Owner
Pro Real Estate Inc
723 E Grand Ave
Arroyo Grande CA 93420
805 441-1512
Fax 805 473-1883
tomgirard@charter.net

-----Original Message-----

From: Margaret Tanner [mailto:sharonatanner@att.net]
Sent: Thursday, June 18, 2015 6:03 PM
To: tomgirard@charter.net
Subject: Fw: RE: Intent to serve for 1141 Division St

--- On Thu, 6/18/15, Michael LeBrun <mlebrun@ncsd.ca.gov> wrote:

> From: Michael LeBrun <mlebrun@ncsd.ca.gov>
> Subject: RE: Intent to serve for 1141 Division St
> To: "Margaret Tanner" <sharonatanner@att.net>
> Date: Thursday, June 18, 2015, 5:28 PM Ms. Tanner, Thank you for your
> email. We will resend the Intent to Serve (ITS) Letter corrected to
> address you as 'Sharon' versus 'Shannon' Tanner.
>
> In regards to fees: Capacity
> charges for sewer service currently being provided to the property are
> due and payable.
> Based on your
> testimony, the property is currently receiving sewer service for five
> residential units. As part of our staff report, we produced records
> that show only one "Dwelling Unit Equivalent" or DUE of sewer capacity
> charge has been paid for this property. Therefore, four sewer

- > capacity charges are past due and owing.
- >
- > The District's Board did allow that if you could produce record that
- > additional sewer capacity charges had been paid, the requirement for
- > paying past due additional capacity charges would be adjusted
- > accordingly.
- >
- > Our current
- > sewer capacity charge is \$8,526 per residential connection. The
- > charge is set to increase on July 1, 2015.
- >
- > The requirement to
- > pay past due fees for existing level of service within 60 days from
- > the initial issuance of our Intent To Serve letter remains in effect.
- >
- > You
- > will be afforded 30-days from receiving the corrected ITS ("Shannon"
- > changed to "Sharon" Tanner), to counter sign and return the ITS.
- >
- > The District will not advance your request for additional service
- > until all fees due for current service levels have been paid. If
- > these fees go unpaid through July 2015 (60 days from Board's approval
- > of ITS), the ITS will expire and a new application for service will be
- > required.

>
>
> -----
> -----

> Michael S. LeBrun, P.E.
> General Manager
>
>
> Nipomo Community Services
> District
> Serving the Community for Fifty
> Years
>
> 148 South Wilson
> Street
> Nipomo, CA 93444-0326
> (805) 929-1133
> (805) 929-1932
> fax
> mlebrun@ncsd.ca.gov

>
>
> CONFIDENTIALITY NOTICE: This email and any documents, files or
> previous email messages attached to it may contain information that is
> confidential or legally privileged and is for the sole use of the
> intended recipient(s). If you are not the intended recipient, do not
> read, print, or save this email. Any unauthorized review, use,

> disclosure or distribution of this email, its contents or the
> attachments, is strictly prohibited. If you are not the intended
> recipient, please contact the sender by telephone or reply email and
> destroy the original, any attachments and all copies without reading
> or saving.

>
>

> -----Original Message-----

> From: Margaret Tanner [mailto:sharonatanner@att.net]

>

> Sent: Thursday, June 18, 2015 1:33 PM

> To: Michael LeBrun

> Subject: Fw:

> Intent to serve for 1141 Division St

>
>
>

> :

>

>>

>>

> Subject: Intent to serve for 1141 Division St

>> Date: Thursday, June 18, 2015, 12:33 PM Hi

> Michael, I received your

>> intent to

> serve letter dated 5/27/2015. There are a two items that

>> need to be addressed before I can sign it.

> The first item is at the

>> 5/27/2015

> meeting it was thoroughly

>> discussed

> that any fees to be paid would be subject to the project

>> getting supplemental water. Andy Mangano

> the developer purchasing my

>> property

> clarified that point with you by asking you if there is no

>

>> water or the cost of water was too

> great to do the project then there

>>

> would be no fee's to be paid by Sharon Tanner. Your response was that

>> these fees are

> connected to the new subdivision and if that did not

>> occur then there were no fee's to be

> paid by me. As of this date we do

>> not

> have supplemental water therefore we do not have a viable project

>> so there is no money to pay

> for any fees within 60 days of signing

>>

> this agreement. Since the intent to serve is contingent on

>

> > supplemental water, the timing of any
> fee's need to correspond with
> > our
> ability to buy supplemental water as well. As you are well aware,
> > my property is caught in the
> Golden State water boundary so we are
> >
> unable to purchase water from NCSD. We are confident that an agreement
> > will be met between NCSD and
> Golden State water and supplemental water
> > will be available within a reasonable time
> frame but until that
> > happens this
> project is unfortunately on standstill. The last thing
> > is that my name is miss spelled as Shannon
> on this letter. Please sent
> > the
> revised letter to Sharon Tanner and I would be happy to sign it.
> > Thank you for all of your hard
> work and I look forward to working with
> > you in the future! Sharon A Tanner1
> Tanner RoadGrover Beach, CA
> > 93433
>

August 12, 2015

E-1

ATTACHMENT D

NIPOMO COMMUNITY

BOARD MEMBERS

CRAIG ARMSTRONG, PRESIDENT
DAN GADDIS, VICE PRESIDENT
BOB BLAIR, DIRECTOR
ED EBY, DIRECTOR
DAN WOODSON, DIRECTOR



SERVICES DISTRICT

STAFF

MICHAEL S. LEBRUN, GENERAL MANAGER
LISA BOGNUA, FINANCE DIRECTOR
PETER SEVCIK, P.E., DIRECTOR OF ENG. & OPS.
MICHAEL W. SEITZ, GENERAL COUNSEL

Celebrating 50 Years of Service to the Community, 1965 - 2015

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: ncsd.ca.gov

May 27, 2015

Sharon Tanner
1 Tanner Road
Grover Beach, CA 93433

This is not a Will Serve letter

**SUBJECT: INTENT-TO-SERVE SEWER SERVICE
APN 092-181-035, 1141 DIVISION ST, NIPOMO
17 LOT RESIDENTIAL SUBDIVISION**

An Intent-to-Serve letter for District sewer service only for 1141 Division Street 17 lot residential subdivision (APN 092-181-035) (the "Project"), is granted with conditions.

This Intent-to Serve-letter is limited to the Project as described above.

This Intent-to-Serve Letter shall be effective upon Owner's signature below. The Applicant must return a signed copy of the Intent-to-Serve Letter within thirty (30) days of issuance.

The following conditions must be satisfied prior to the District issuing a Will Serve Letter:

GENERAL CONDITIONS

- Applicant shall provide As-Built drawings, or other definitive evidence acceptable to District staff, showing the number of existing sewer connections on the parcel.
- Applicant shall pay District sewer capacity charges to the District for units presently receiving sewer service within 60 days of the date of the Intent-to-Serve letter. District will not process application further until past due sewer capacity charges are paid.
- Applicant shall enter into a Plan Check and Inspection Agreement with the District to provide a mechanism for the District to recover all costs incurred to further process the application through the District's routine development process as well as Service Agreement amendment through the County and LAFCO.
- Connection to District sewer facilities will be made via County owned sewer collection system.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.

- A District sewer master plan review of project impacts will be required. Impacts will need to be mitigated prior to initiation of any additional services.
- The Sewer Service Agreement between the County and the District will need to be amended to reflect current conditions and to include proposed additional sewer service levels for the Owner's Property. District will bill County on monthly basis and County will bill property owner annually on tax roll for sewer service in accordance with the amended sewer service agreement.
- Owner's use of the Property that increases or has the potential to increase sewer discharges or sewer strength from those uses identified in the application are prohibited unless specifically authorized in writing by District. Sewer strength for this project is classified as residential, low strength.
- The use of self-regenerating water softeners within the Project is prohibited.
- Applicant shall pay all appropriate District fees associated with this development.
- Applicant shall provide District with a set of County approved Project Improvement Plans.

PRIOR TO ISSUANCE OF A SEWER WILL SERVE LETTER FOR EXISTING SERVICE LEVEL (5 OR 6 LOTS)

- Sewer Service Agreement amendment recognizing existing and proposed connections shall be executed by the County and District and approved by LAFCO.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.

PRIOR TO ISSUANCE OF A SEWER WILL SERVE LETTER FOR NEW SERVICE (11 OR 12 LOTS)

- Secure source of Supplemental Water pursuant to Stipulation and provide proof to District.
- Master Plan project impacts will need to be mitigated prior to initiation of additional service to new parcels/dwellings.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the County and reviewed by the District.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Record a restriction, subject to District approval, on all parcels prohibiting use of self-regenerating water softeners.
- Construct the improvements required and submit reproducible "As Builts" - A mylar copy and digital format disk (PDF) which includes engineer, developer, tract number and sewer improvements.
- Fees for Connection shall be calculated and owing as of the date the County issues the Certificate of Occupancy for the new parcels from which the amount of the Deposit shall be deducted.

AUTOMATIC TERMINATION

- This letter is void if land use is other than single family residential use as defined by the District.
- Intent-to-Serve letters shall automatically terminate on the first to occur:
 - Failure of the Applicant to provide District with written verification that County application for the Project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
 - Three (3) years, from date of issuance. However, Applicant shall be entitled to a one-year extension upon the following conditions:
 - Applicant makes written application for the extension prior to the expiration of the Intent-to-Serve Letter.
 - Applicant provides proof of reasonable due diligence in processing the Project.
 - Applicant agrees to revisions of the conditions contained in the Intent-to-Serve letter consistent with then existing District policies.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.
- The District reserves the right to revoke this "Intent-to-Serve letter at any time.
- The Applicant shall provide a signed copy of the Intent-to-Serve letter within thirty (30) days of issuance.

If you have any questions, please call.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT



Michael S. LeBrun, P.E.
General Manager

I, _____, have read the foregoing Intent-to-Serve Letter for sewer service for APN 092-181-035 (1141 Division Street) and by my signature below, agree to the conditions contained herein.

Date: _____

Owner _____

Print Name (Owner)

August 12, 2015

E-1

ATTACHMENT E

Michael LeBrun

From: Tom Girard <tomgirard@charter.net>
Sent: Tuesday, July 21, 2015 3:20 PM
To: Michael LeBrun
Cc: sharonatanner@att.net; 'Andy Mangano'
Subject: Correction to the intent to serve letter for APN 092-181-035

From: Tom Girard [mailto:tomgirard@charter.net]
Sent: Tuesday, July 21, 2015 10:17 AM
To: sharonatanner@att.net
Cc: tomgirard@charter.net
Subject: FW: Correction to the intent to serve letter for APN 092-181-035

Dear Mr. LeBrun,

Sharon Tanner asked me to look into the unpaid sewer capacity fees that you reference in your intent to serve letter. Ms. Tanner searched through her records and was unable to find a bill, invoice or anything that mentioned this fee. After thoroughly researching the matter of the "unpaid sewer capacity fees" with both Joanne Hilker the CSA 1F Accountant for the County of San Luis Obispo, and Doug Bird who has been working on the CSA's for the County since 1983. It has been determined that you were correct, the County check # 2359385 dated 6/20/2001 was for Sewer Capacity service to NCSO. The County only paid NCSO for one unit on Ms. Tanners APN. Joanne Hilker admits that this was a mistake on their part, not Ms. Tanner's. According to Joanne Hilker that money came from a CSA reserve account to be used as a "buy in" to NCSO. Neither Sharon Tanner nor any of the 69 property owners were billed directly for this buy in or were they responsible for this money, therefore Ms. Tanner would have no way of knowing what was paid, or if the County under paid NCSO back in 6/20/2001.

According to Joanne Hilker from the County, Ms. Tanner is paid in full and does not owe any money whatsoever. Ms. Tanner understands that once supplemental water is available and the property development can move forward there will be new fees for any additional new homes being added. However, any unpaid fees that need to be recovered by NCSO for the existing homes on the property as of 6/21/2001, need to be collected from the County of San Luis Obispo, not Ms. Tanner. These were never her fees to pay.

Since there are no unpaid past due sewer capacity charges owed by Ms. Tanner, Any reference to her owing past due fees needs be removed from the Intent to Serve Sewer Service letter. Once this is removed, Ms. Tanner will sign the letter of intent to serve and we can move forward. If the district is unwilling to remove this item, Ms. Tanner would like the board to calendar this issue so this can be resolved without the letter of intent expiring.

Researching this "sewer capacity fee" has taken a great deal of time. The County was in fact unfamiliar with the term "sewer capacity fee" which made the research that much more time consuming and confusing for everyone involved. We are hopeful that NCSO and Golden State will come to a resolution as far as supplemental water is concerned so we can continue with this project.

Please feel free to contact me if you have any questions,

Thanks for your help!

Tom Girard
Broker / Owner
Pro Real Estate Inc
723 E Grand Ave
Arroyo Grande CA 93420
805 441-1512
Fax 805 473-1883
tomgirard@charter.net