



WILL SERVE LETTER POLICY

Document Type: District Will Serve Letter Policy

Administering Entity: : Board of Directors and General Manager

Date Approved: August 30, 2023

Prior Amendment Date: N/A

Approved By: Board of Directors

Indicative Time for Review: Every Four Years

Responsibility for Review: : Board of Directors and General Manager

Purpose for Will Serve Letter Policy

A Will Serve Letter serves as notice that the CCCSD will serve water to the real property site. Will Serve Letters are normally required by lenders to finance a project. The document is a commitment or refusal of commitment for water service.

Periodically, the CCCSD receives from a property owner a request for the CCCSD to provide to a regulatory agency a “Will Serve Letter”. The letter provides notification to the regulatory agency and the applicant that the CCCSD has sufficient water and facilities available to serve and that CCCSD will serve the real property owned by the applicant subject to this policy and conditions contained in the Will Serve Letter. It is a conditional statement that as of the date of the letter, treated water supply and facilities are available to serve the proposed development project inside the CCCSD boundaries.

PROCEDURES

1. Will Serve Letters will be considered by CCCSD upon receipt of a complete application that contains the location, type of service and the specific conditions under which the CCCSD will provide service. See **Exhibit “A”** application attached hereto.
2. The Will Serve Letter applicant will acknowledge in writing the receipt of the CCCSD Will Serve Policy.

3. Residential Developments of four (4) or fewer parcels may be approved by the General Manger.
4. Subdivisions and Commercial Developments must be approved by the CCCSD Board of Directors.
5. The District Manager will report on any Will Serve Letters issued by the CCCSD at the next regularly scheduled Board of Directors meeting.
6. Additionally, the District Manger will provide a report annually on the status of all issued and unexpired Will Serve Letters during the planning process for the upcoming fiscal year.
7. CCCSD will not issue a Will Serve Letter for real property which is not within the CCCSD's Sphere of Influence Boundary at the time of the request for the Will Serve Letter.
8. CCCSD will suspend the issuance of Will Serve Letters when the sum total of the estimated yearly usage of all outstanding Will Serve Letters and the estimated yearly usage of current CCCSD customers reaches one hundred percent (100%) of the CCCSD's available water.

WILL SERVE LETTERS ISSUED

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

There are five (5) categories for Will Serve Letters to be issued for:

- Domestic Residential
- Domestic Residential for Subdivision Development
- Agricultural
- Commercial Property
- Industrial
- Public Agencies

Each category will have its own stipulations and conditions based on the project. An example letter is attached hereto as **Exhibit "B"**, some wording will need to be changed based upon the request in the application.

ELIGIBILITY AND CRITERIA

1. Applications for Will Serve Letters requesting water service outside of the CCCSD's then existing Service Boundary will only be processed upon an affirmative agreement by the applicant that any will Serve Letter will be conditioned expressly upon approval of an annexation of the affected real property by the CCCSD's Board of Directors and completion at the applicant's sole cost and expense of the annexation of the real property into the CCCSD's Service Boundary through the Shasta County Local agency Formation Commission.
2. CCCSD's contract with the Bureau of Reclamation requires that water obtained through the contract be served only in the CCCSD's service area as defined by the Bureau of Reclamation. In the event that real property for which a Will Serve Letter is requested is not within the CCCSD's Service Area, the Will Serve Letter will be expressly conditioned upon obtaining Bureau of Reclamation approval for inclusion of the real property within CCCSD's Service area. Obtaining Bureau of Reclamation approval shall be at the applicant's sole cost and expense.
3. The applicant shall be given eighteen (18) months to complete the required annexation to the CCCSD's Service Boundary and the modification of the CCCSD's Service Area through the Bureau of Reclamation, following the date annexation is first approved by the CCCSD Board of Directors. An extension may be granted by action of the CCCSD Board of Directors.
4. A Will Serve Letter issued by CCCSD to an applicant shall terminate at the sooner to occur of five (5) years after the date of the Will Serve Letter or unless connection to the CCCSD water system has been made prior to the termination or expiration of any use permit, tentative map or parcel division approval or upon termination or expiration of any building permit issued to the applicant for construction of improvements on the real property which is the subject of the Will Serve Letter.
5. Connection of water services as provided in a Will Serve Letter shall be contingent upon CCCSD, at the time of request for connection, having sufficient water based upon their contractual entitlements and owned water and shall further be contingent upon the CCCSD having sufficient treatment and delivery capacity to comply with all laws and regulations concerning the delivery of water. All CCCSD's commitments to deliver water shall, during drought conditions, be subject to the provisions of the then current CCCSD Drought Contingency Plan.

DISTRICT FEES AND COSTS

1. Applicants for Will Serve Letters shall be responsible for payment or reimbursement to the CCCSD as provided in this policy of all CCCSD fees and costs in existence on the date that a request by the applicant for connection to the CCCSD's water system is made. Connections to the CCCSD's water system will be made only to real property which has, at the time of the request for connection, a valid building permit.
2. The CCCSD establishes and periodically updates fees, charges and cost reimbursements which are applicable to annexation into the CCCSD and connection of water service to real property being developed in the CCCSD. The fees established by the CCCSD which are applicable to a Will Serve Letter and connection of water service to the CCCSD and for which an applicant will be responsible are as set forth on **Exhibit "C"** attached hereto.
3. CCCSD fees and costs are normally updated not more frequently than annually although additional fees and costs may be implemented by the CCCSD by Ordinance at any time. An applicant for a Will Serve Letter shall be responsible at the time that such fees are to be collected to pay to or reimburse the CCCSD for all fees and costs in existence on the date of the request for connection.
4. A Capacity Charge Fee will be collected for each parcel at the time of connection to the CCCSD water system in accordance with most current Schedule of Rates and Fees.

APPLICATION FOR WILL SERVE LETTER

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

DEVELOPMENT FEES

1. Applicants who request a Will Serve Letter from the CCCSD to supply water to a proposed development which requires construction of a new or additional CCCSD water distribution system improvements in order to provide water service requested, will be required to enter into a Development Agreement between the applicant and the CCCSD.
2. The Development Agreement will set forth all terms and conditions of water service to the applicant by the CCCSD and will describe in detail the responsibilities of the applicant and the CCCSD with respect to the construction of and payment for any required CCCSD water distribution system improvements.
3. In the event a Development agreement is required for the applicant's proposed development, the applicant will be responsible to execute and deliver the Development agreement prior to approval of project improvement plans by the General Manager or CCCSD Board of Directors and to pay or to reimburse the CCCSD for fees and expenses incurred by the CCCSD for its engineer and attorney in the preparation of the Development agreement.



EXHIBIT "A"

APPLICATION FOR WILL SERVE LETTER

Date: _____

APPLICANT INFORMATION

NAME: _____ BUSINESS NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP: _____

PROPERTY INFORMATION

LOCATION OF PROPERTY (S): _____

LEGAL DESCRIPTION (Include Section, Township and Range): _____

ASSESSOR'S PARCEL NUMBER (APN) OF LOT (S) TO BE SERVED: _____

SERVICE ADDRESS OF PARCEL (S) SERVED: _____

PLANNING DEPARTMENTS DEVELOPMENT NUMBER: _____

TYPE OF USE: _____ NUMBER OF UNITS: _____

(SINGLE FAMILY RESIDENCE/MULTI FAMILY RESIDENCE/RESIDENTIAL SUBDIVISION DEVELOPMENT/COMMERCIAL/INDUSTRIAL/PUBLIC

BY SIGNING I ACKNOWLEDGE RECEIPT OF THE CCCSD WILL SERVE
POLICYSIGNATURE(S): _____



EXHIBIT "B"

EXAMPLE WILL SERVE LETTER

Date
Name
Company if any
Street address
Anderson, CA 96007

Re: Assessor's Parcel No.: 000-000-000

This letter confirms the District, as a California Community Services District has the legal authority to provide within its jurisdictional service boundary any range of potential services authorized under the California Community Services District law, including but not limited to water service. Therefore, water services are available and may be extended upon the following conditions first being satisfied.

1. Possible review by U.S. Fish and Wildlife Service of proposed land conversion;¹
2. Full project compliance with CEQA and NEPA regulations at no cost to District.
3. Payment of all applicable fees to the District associated with installation, capacity charges, turn on charges, deposits, etc. and,
4. Compliance with District criteria governing new water and sewer services
5. Compliance with U.S. Bureau of Reclamation requirements that exist now, or in the future may be imposed on water service provided by the District through the long-term water supply contract with the USBOR.
7. Water service to this property will be limited to domestic water only.

This letter is valid for a period of 90 days from the date above. An extension may be granted upon request to the District prior to the expiration date.

Sincerely,

Paul Kelley,
General Manager

¹ U.S. Fish and Wildlife Service may require a biological assessment for threatened or endangered species or critical habitat.



EXHIBIT 'C'

WILL SERVE LETTER FEE SCHEDULE

Administrative Fees are to be paid at the time an application for a Will Service Letter or Application for Connection to the CCCSD is received, whichever first occurs.

- | | |
|--|--------------------------|
| A. Permit and Will Serve Letter Fee | \$100.81 per hour |
| B. Annexation Fees-Filing and Research | \$100.81 per + Materials |
| C. Lot Engineering and Inspection Fees | \$100.81 per hour |
| D. Job Estimates-See Below | \$100.81 per hour |
| E. Development Agreement Fee | \$302.43 |

Job Estimates: One estimate and one revision will be completed at no charge to the applicant. Thereafter, there will be a charge of \$100.81 per hour. Estimates are good for 30 days.

Development Agreement: If a project requires a Development agreement between the CCCSD and the applicant the Development Agreement Fee includes three (3) hours of staff time. District staff time incurred in excess of the initial three (3) hours will be billed on a monthly basis at \$100.81 per hour.

Engineering and attorney Fees

A deposit of \$500 each for engineering and attorney fees is to be collected at the time the CCCSD receives an application, which will require review by the CCCSD's Engineer and/or Attorney. After the CCCSD's receipt of a completed application, applicants will be provided with an estimate of all CCCSD Engineering and Attorney fees to be incurred. Estimated Engineering and attorney fees in excess of the initial deposit are to be paid upon receipt of the estimate. Engineering and attorney fees in excess of the deposits will be billed to the applicant CCCSD upon receipt of the bills thereafter and are payable immediately. Deposits in excess of final billing will be refunded to the applicant.

Connection Fees

Connection fees are to be paid at the time the real property is connected to the CCCSD water system. Connection fees include the following fees and costs pursuant to the Rates for Capacity Charges effective October 18,2019-Ordinanace 2019-06.

<u>Meter Code</u>	<u>Meter Size</u>	<u>Fee</u>
2	¾"	\$12,015.00
3	1"	\$20,087.00
4	1 ½"	\$40,174.00
5	2"	\$65,372.00

6

3"

\$192,836.00