

SECTION 10 - INSTALLATION OF WATER FACILITIES

10.1 General Conditions for the Installation of KCWD Water Facilities

a. Applicability

Any work on KCWD facilities, including but not limited to, the installation of new service connections, water main, backflow prevention assemblies and associated appurtenances (water facilities); and relocation or removal of existing facilities not installed by LVVWD, shall comply with the requirements of this section. All work shall be submitted for review, required fees and charges paid, and approved in writing by the LVVWD, as agent for the KCWD, prior to the time the work is started.

A main extension shall be required whenever 20' of useable main is not directly adjacent to the proposed development requiring water service, or when the adjacent main cannot meet the needs of the proposed development.

b. Responsibility for Cost

Applicant shall pay all costs for provision of said facilities that shall include design and other appurtenant costs, as well as construction costs. Such facilities shall conform with the rules, regulations, and design requirements of the LVVWD.

c. Construction Plans

All water plans submitted for review shall conform to the UDACS, latest edition, as amended. Water plans shall all include, at a minimum the following:

1. Copy of the recorded subdivision map, parcel map, or any other map if applicable
2. Two (2) sets of detailed water plans (24" X 36") at a scale not to exceed 1" = 60'
3. A completed data sheet as provided by the LVVWD
4. The required application fee as specified in Section 8
5. Development approval or water commitment

Water plans that meet the requirements of Items 1 through 4 above but do not have a development approval or water commitment may be accepted for review, but the acceptance and review does not in itself give any additional consideration toward a commitment or any property right in water to said new development or other project.

Such plans shall be prepared by a Registered Professional Engineer duly registered in the State of Nevada, shall clearly indicate the size and location of mains and appurtenances, including all lateral pipe and fire hydrants and shall also indicate size and location of all other existing and proposed utilities. Water plans shall designate boundaries of the Applicant's property that will be served by the proposed main extension. Proof of right-of-way and/or easement must also be provided.

The LVVWD will review the water plan and return one (1) set of plans to the Applicant indicating any necessary revisions. The Applicant shall prepare and submit to the LVVWD a set of reproducible Mylar water plans conforming with the revisions that shall be considered the master water plan after approval by the LVVWD. Upon execution of the appropriate agreements by the Applicant and payment of all outstanding bills, applicable charges, fees, and deposits and after approval of other governmental agencies as may be necessary and any other requirements, the water plan shall be approved and released for construction purposes.

d. Time Limitations

Approval by the LVVWD for any main extension shall be valid for a limited time. In the event that construction of the mains or services covered by any approved plan is not started within one (1) year from the date of approval, or as designated in the construction agreement, the project shall be assumed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project, including fulfilling all water commitment requirements in effect as the time the project is reactivated. Construction is considered to have started upon the installation of a main or service, or portion thereof, per approved District plans, which normally requires an inspection. The same shall apply when active construction work is discontinued for one (1) year.

All water facility construction must be completed within three (3) years from the date of plan approval.

If work is not completed in the three (3) year period, the Developer may request a time extension, however, an additional inspection fee is required. A day for daytime extension may be granted by the LVVWD for work that cannot progress due to weather and ground conditions that disrupt normal construction operations.

If toward the completing of the three (3) year period, the work will not be completed in the next six (6) months, the Developer shall also post a bond or cash deposit with the LVVWD to assure completion in one (1) year, or the project may be canceled.

In the event the project received a water commitment pursuant to Section 1.2b or 1.2c of these Service Rules, the LVVWD may, at its discretion, invoke the performance bond for the installation of the water facilities rather than canceling the project.

e. Construction, Abandonment, Cessation, and Cancellation

In the event of abandonment or cessation of construction, prepaid installation fees and other charges and deposits shall be refunded, or used by the LVVWD to pursue completion of all or part of the project, as determined by the LVVWD.

If a project receives a water commitment under the provisions of Section 1.2b. of these Service Rules, and the water plans are subsequently proposed for cancellation, all prepaid installation fees and other charges and deposits shall be retained by the LVVWD until the water commitment is terminated, the project is reverted to acreage, and the Developer requests in writing the fees be returned to him. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If a project receives a water commitment under the provisions of Section 1.2c. of these Service Rules, and the water plans are subsequently proposed for cancellation. prior to the installation of water facilities, all prepaid installation fees and other charges and deposits shall be retained by the LVVWD until the water commitment is terminated, the building permit is terminated or expires, and the Developer requests in writing the fees be returned to him. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If funds are not available to complete the work, the LVVWD may complete the work on an actual cost basis and bill the Developer. Subsequent projects submitted for approval shall be held until invoices for uncompleted work are paid.

To assure LVVWD recognition of an assignment from one Developer/owner to another, an assignment form provided by the LVVWD should be completed, and a fully executed duplicate original should be returned to LVVWD.

f. Compliance With Specifications

Main extensions, service connections, and appurtenances shall be constructed by a contractor properly licensed by the State of Nevada to conform with all LVVWD specifications, standards, and procedures that are in effect at the time the water plans receive LVVWD approval. In addition to all such specifications, standards, and procedures, the following requirements shall be met:

1. All new water facilities shall be disinfected and tested to the satisfaction of the LVVWD before connecting the new mains to existing mains, unless otherwise permitted by the LVVWD
2. Connections to existing mains shall be made only when authorized by the LVVWD and then only in the presence of an authorized representative of the LVVWD, at times specified by the LVVWD
3. Existing mains shall not be taken out of service for the purpose of making new connections when other options such as wet taps are feasible. Mains may only be taken out of service with the specific approval of the LVVWD

g. Construction Inspection

The LVVWD shall inspect the installation of the service connection and backflow prevention assemblies from construction commencement through final water project acceptance. The LVVWD reserves the right to terminate service if the work does not comply with LVVWD requirements. The LVVWD will not provide domestic water service to an identified permanent structure(s) until all water facilities related to that structure(s), as shown on the approved water plans, have been accepted by the LVVWD.

h. Meter Installation

For meters two (2) inch and smaller, the Applicant shall obtain the meter from the LVVWD. For meters larger than 2", the Applicant shall provide a meter that meets LVVWD specifications.

Meters obtained from LVVWD stock will be acquired in accordance with procedures adopted and approved by the GM. The meter shall be installed before any water is drawn through the service connection.

No meter shall be installed until a successful pressure test and water sample have been verified by the LVVWD.

i. Payment for Water

Payment for all water used from the time of initial meter installation shall be the responsibility of the applicant and will be charged and billed monthly at the Metered Construction Water-rate set forth in Section 8. The District reserves the right to audit meter installation. The District reserves the right to start service at its discretion upon verification of meter installation, occupancy, or irrigation. Upon verification, monthly billing will occur at the Metered Construction Water rate set forth in Section 8.

The developer (applicant) shall remain responsible for correction of all deficiencies and shall remain liable for the monthly bill payment for all metered water used and associated deficiency fees, regardless of whether subject facilities are in use by a subsequent developer, domestic, or commercial customer until said defects are corrected by the Applicant and are accepted by the LVVWD.

Following acceptance of all facilities by the LVVWD for ownership and maintenance, the applicant (developer) is responsible for ensuring that services accepted by the LVVWD are removed from the developer's account. Until that notification to the LVVWD occurs by the developer, billing for all consumption through all meters at the rate for Metered Construction Water remains the responsibility of the developer.

j. Guarantee

Installation, materials and workmanship shall be guaranteed free of defect for a period of one (1) year from date of acceptance by the LVVWD. Upon receipt of notice of incomplete work or defect from the LVVWD, the Developer shall immediately correct the situation, or shall reimburse the LVVWD for the cost of correction. Any corrective actions shall themselves be warranted for a one-year period.

k. Location

1. Main extensions and appurtenances shall be located within a dedicated right-of-way or private streets thirty feet (30') in width or greater, dedicated for utility purposes provided adequate clearances are available for operation, maintenance, and repair of the water facilities.
2. If dedicated rights-of-way or a private street dedicated for utility purposes is not available, the Applicant may petition the LVVWD and upon LVVWD approval, a main extension and appurtenances may be located within easement grants to the KCWD not less than thirty (30) feet in width, or as the LVVWD may specify.
3. All rights-of-way, private streets, and/or easements shall be shown on the water plans. These plans shall be provided to the KCWD prior to the approval of water plans and must provide adequate clearances for the safe operation, maintenance, and repair of the water facilities. The LVVWD, as agent for the KCWD, reserves the right to determine the location of a main extension and appurtenances.

l. Easements

1. No buildings, structures, or trees will be placed upon, over, or under any KCWD easement, now or hereafter, except that an easement can be improved and used for street road or driveway purposes and for other utilities, insofar as such use does not interfere with the operation and maintenance of the KCWD's facilities within the easement.
2. Should the LVVWD act to repair any KCWD facilities within the easement, neither the KCWD nor the LVVWD is responsible for repair or reconstruction of any property located within the easement.
3. Should any of the KCWD's facilities within an easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the

property owner will bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the LVVWD, as agent for the KCWD.

m. Size of Mains

A main extension shall be of sufficient size to provide an adequate water supply to the development (subdivision, commercial, industrial, or single residential property).

The minimum size of any main to be constructed as a part of the KCWD distribution system shall be eight (8) inches in diameter except in certain locations where the LVVWD may allow mains 6 inches in diameter. A Developer installing water mains will be required to install these minimum size mains at their sole expense.

n. Fire Hydrants

Fire hydrant installations shall conform with design and location requirements of the governmental agency having jurisdiction over Kyle Canyon.

o. Use of Facilities

A main extension constructed for a development shall not be considered as reserved for service to that development exclusively. Extensions of and connections to such mains for other development may be permitted when, in the opinion of the LVVWD, such connections will not substantially affect service to the original development.

p. Conveyance of Title

Upon satisfactory completion of construction and acceptance of the facilities by the LVVWD, the Developer shall deliver a valid Bill of Sale conveying unencumbered title to the facilities to the LVVWD, as agent for the KCWD.

q. Construction by Private Contractor or LVVWD

If service connections are installed by private contractor, the provisions of Section 10 shall apply.

r. Refund of Frontage Connection Charges

The Developer will receive frontage connection charges collected by the LVVWD for connections to the main extension installed by the Developer under the provisions of a main extension agreement specifically providing for the refund of frontage connection charges. The potential refunds paid to the Developer shall be limited to the fees collected by the LVVWD up to ten years from the effective date of the agreement. The total of potential refunds made for connections on either side of the main extension for the development shall not exceed \$17 per linear foot per side of adjacent right-of-way to a maximum of \$34 per linear foot of installed main. Any refund for a connection to the main extension shall be made following the date the main and/or services are inspected and accepted by the LVVWD, and an unencumbered signed Bill of Sale is provided by the Developer.

At the sole discretion of the LVVWD, transmission mains may have limited connections made to them. Conditions limiting these connections include ensuring system reliability and the nature of the materials used to construct large diameter pipelines. Due to these conditions parallel mains may be required to be constructed in order to serve adjacent developments.

10.2 Oversized Main Extension

a. For the purposes of this section, an oversized main is described as a main larger than eight (8) inches and that, in addition to providing an adequate water supply to the proposed development either subdivision, commercial, industrial, or single-residential property, is required to be of a size that will be capable of meeting future demands on the distribution system and provide for orderly development of that system. The LVVWD reserves the right to determine what constitutes an oversized main. An oversized main extension shall conform to the requirements of this section.

b. Identification of Mains

The LVVWD shall indicate and identify on water plans submitted for a proposed development both the standard and oversized diameters of pipelines to be constructed.

c. Approval by Board

A proposal for oversizing of a main extension shall be submitted to the Board for those projects with KCWD participation. If the oversizing of the main extension is approved by the Board, the Developer must execute required agreements and satisfy all other requirements within one (1) year from the date of Board approval, or the Board’s action shall be void.

d. Refunding for Oversizing

The LVVWD, as agent for the KCWD, shall refund, without interest, to the Developer for the cost of oversizing the main extension as specified in the agreement(s), within 45 calendar days following acceptance by the LVVWD and delivery of an unencumbered Bill of Sale.

e. Cost Allowance

Refunding by the KCWD for the oversizing of a main extension shall be based on the difference in cost allowance between the oversized main installed and the main required by the Developer, multiplied by the horizontal lineal feet of main actually installed. Cost allowances per lineal foot for various diameters are as follows:

<u>Diameter</u>	<u>Per Lineal Foot</u>
<8”	\$0
8”	\$29
10”	\$35
12”	\$42
16”	\$64
20”	\$90
24”	\$116

Financial participation for oversizing by the KCWD in addition to the amounts determined from the above schedule may be authorized by the Board if unusual conditions exist.

f. Alternate Method of Payment

The Board may, in lieu of a lump sum payment of the LVVWD's portion of the construction cost, arrange with the Developer or customer for an alternate method of payment.

10.3 Bolstering

Bolstering may be required by the LVVWD as a condition of the development approval process.

The LVVWD shall refund to the Developer, without interest, the cost of bolstering the main extension(s) as specified in the agreement(s) within forty-five (45) calendar days following acceptance by the LVVWD and delivery of an unencumbered Bill of Sale

10.4 Assessment District Improvements

a. Petition

Property owners may petition the KCWD in writing for formation of an Assessment District for the purpose of constructing and financing the cost of providing a water supply system or improvements to an existing system that is inadequate.

b. Feasibility

Upon receipt of a petition by a representative number of property owners, the KCWD will ask the LVVWD to conduct a feasibility survey and establish preliminary boundaries of the proposed Assessment District. If a majority of property owners favor the Assessment District and if other legal requirements, including cost limitations, appear favorable, the LVVWD will commence proceedings in accordance with NRS Sec. 318 at the direction of the KCWD.