



Oceano Community Services District

1655 Front Street | P.O. Box 599 | Oceano, CA 93475

Phone (805) 481-6730 | FAX (805) 481-6836

INTENT-TO-SERVE APPLICATION AND REIMBURSEMENT AGREEMENT

DATE: _____

1. This is an application for: **Water and Sewer**

2. SLO County Planning Department/Tract or Development No.: _____

3. Attach a copy of SLO County Application.

Note: District Intent-To-Serve letters expire twelve (12) months from date of issue, unless the Project's County application is deemed complete and all fees owed to Oceano Community Services District have been paid.

4. Project Location: _____

5. Assessor's Parcel Number (APN) of Lot(s) to be served: _____

6. Owner Name: _____

7. Mailing
Address: _____

8. Email: _____ @ _____

9. Phone: _____ Fax: _____

10. Agent's Information (Architect or Engineer):

Name: _____

Address: _____

Email: _____ @ _____

Phone: _____ Fax: _____

11. Type of Project: (Check Box)

- | | |
|---|---|
| <input type="checkbox"/> Single-family dwelling units | <input type="checkbox"/> Private Contractor to perform work |
| <input type="checkbox"/> Multi-family dwelling units | <input type="checkbox"/> OCSD to perform work (prior approval from the OCSD required) |
| <input type="checkbox"/> Commercial | |
| <input type="checkbox"/> Mixed Use (Commercial & Residential) | |

12. Brief Description of Project (“Project”): _____

13. Site Plan:

All projects, **please submit two (2) full sets of plans in 11x17 format.** (If available, please also submit in digital format). Show parcel layout, water & sewer laterals, and general off-site improvements, as applicable.

Please note that plans will not be returned.

14. Reimbursement:

a. Type of Activities Eligible for Reimbursement:

Applicant will provide reimbursement to District for any and all expenses incurred by District related to its review, analysis, recommendations, comments and critique in connection with the District’s sewer and water services, including but not limited to review of engineering plans, construction observation, administrative services, and related work. Applicant shall provide District with a final set of plans approved by the County of San Luis Obispo for the Project.

b. Obligations:

- i. Applicant shall submit to District and provide a fee deposit in the amount of **\$1,500.00**. District reserves the right to increase the amount of the fee deposit, if after review by the District General Manager or District Engineer, it is determined that the complexity of the Project requires an additional deposit. Explanation of the increased costs will be provided to the Applicant.
- ii. District will provide to Applicant an invoice for reimbursable costs within 30 days after completion of work. Any costs in excess of the deposit will be due and payable within fifteen (15) days. If Applicant fails to make the requisite payment within thirty (30) days of the District’s invoice, the District, in its sole discretion, may impose a late fee per month equal to one half of one percent of the outstanding balance. Upon termination or completion of the work performed in accordance with the provisions of this Agreement, the District will return any remaining portion of the deposit to Applicant.
- iii. For all services rendered by District personnel, engineer, and other related independent contractors, Applicant shall be charged and pay District the actual cost.
- iv. Applicant shall be responsible for acquiring any landowner permission needed to accomplish any work related to the Project including proof of ownership.
- v. Applicant shall be responsible for meeting and providing evidence of compliance to the satisfaction of the District with the following conditions for work needed to construct the water and sewer connections:
 1. Evidence that an encroachment permit has been issued by the County of San Luis Obispo;
 2. Evidence that a traffic control plan has been submitted to the satisfaction of the County of San Luis Obispo so that work can proceed.
 3. Evidence of property/Project ownership by the Applicant.
 4. Name and license information of the contractor who will be performing the work on behalf of the Applicant.

5. Evidence of the general liability insurance for the contractor who will be performing the work on behalf of the Applicant with \$2,000,000 coverage and listing the District as additionally insured.
6. Evidence of the workers compensation insurance for the contractor who will be performing the work on behalf of the Applicant.
7. A copy of the "pocket license" of the contractor who will be performing the work on behalf of the Applicant.
8. Revised drawings/Response comments to OCSD Plancheck comments, if any.
9. The Applicant shall be responsible for any latent defects associated with the contractor's work.

vi. Applicant may request the District to install the water and sewer connections at the applicant's cost.

c. General Terms:

- i. Applicant's obligation to reimburse District is not contingent or in any way dependent on any approval by the District, the County or any other regulatory body required in connection with the Project. Any approval of the District Project pursuant to this Agreement shall not be deemed an approval of the Project as a whole.
- ii. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to District shall be addressed as follows: General Manager, Oceano Community Services District, 1655 Front Street, Oceano California, 93445. Notices required to be given to Applicant shall be sent to Applicant's mailing address as set forth above. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.
- iii. It is understood and agreed by and between the Parties, hereto, that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.
- iv. This Agreement will remain in effect until the Project is completed. Notwithstanding the foregoing, the District retains the right to terminate this Agreement at any time effective immediately upon notice to Applicant.

15. Agreement:

Applicant agrees to comply with all District Rules and Regulations. 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 that Applicant shall defend, indemnify and save harmless District, its officers, agents and employees from any and all claims, demands, costs, attorney fees, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of Applicant or of its agents, employees, or independent contractors directly responsible to Applicant, providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Applicant, Applicant's agents, employees, or other representatives. Nothing contained in the foregoing indemnity provisions shall be construed to require Applicant to indemnify District against any responsibility or liability in contravention of Section 2782 of the Civil Code.

Application Processing Fee.....\$30.00 per structure and/or separate residential unit, whichever is greater.

Initial deposit for fees and costs (see note¹):.....\$1,500.00 per Project

Date: _____

Signed: _____

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

Print Name: _____

FOR OFFICE USE ONLY

\$ _____ Amount Paid via (circle one): **CHECK** **MONEY ORDER** **CASH**

_____ **Receipt Number**

Processed by: _____ **Date:** _____

¹ The initial deposit will be applied to meter costs established by District Ordinance 2006-2, and/or District reimbursable costs established pursuant to Resolution 2015-9. In the event the application is withdrawn or not approved, any remaining balance will be refunded to the applicant. The initial deposit may also need to be increased as provided for in Resolution 2015-9, depending on the complexity of issues involving the applicant's Project.