

**FRANKIN COUNTY RURAL WATER
DISTRICT #1**

WATER MAIN EXTENSION POLICIES

1. GENERAL

When any person or entity desires that a water main extension (hereafter "Water Main Extension") be extended to any property within Frankin County Rural Water District #1's boundaries, that person or entity (hereafter "Applicant") shall petition Frankin County Rural Water District #1 (hereafter the "District") for such an extension. Such petition shall be made by written application (hereafter "Application") on a form approved and provided by the District. Policies for preparation and submittal of the Application and for making deposits discussed below can be obtained at the District's office, 107 East 2nd St., Ottawa, KS.

2. APPLICATION PROCESS

At the time an Applicant submits an Application, the following will, at the discretion of the District, occur:

A. The Applicant will submit with its Application, a fee for the cost of the preparation of a Preliminary Report to be prepared by the District or the District's engineer. The amount of such fee will be determined by the cost of the Feasibility Study and the cost needed to establish a Probable Project Cost.

B. The Applicant will sign the Application to allow the District to continue the process.

C. The District or the District's engineer will prepare the preliminary report, which will evaluate the Applicant's Application and the Water Main Extension requested. Once the preliminary report is completed, the District's Manager will present it and the Applicant's Application to the District's Board. If and when the District's Board takes action on the Applicant's Application, such action will be communicated to the Applicant by the District. If the District's Board chooses to approve an Applicant's Application, it may attach to such approval, any conditions it deems reasonable.

D. If the Board approves an Applicant's Application, the Applicant will then have a period of 60 days in which to decide whether it wishes to enter into a Water Main Extension Agreement with the District; provided, however, that such 60-day time period may be extended at the District's discretion if Applicant makes a written request to the District's Manager for such an extension. Such Agreement will incorporate the provisions of these Water Main Extension Policies.

3. AGREEMENT PROCESS

In the event an Applicant wishes to sign a Water Main Extension Agreement the following shall apply:

A. Applicant will simultaneously with the execution and delivery to the District of a signed Water Main Extension Agreement, pay to the District 25% of the Probable Project Cost as determined by the Preliminary Report.

B. Within a reasonable time after the signing of the Water Main Extension Agreement, such time being a time that is appropriate under the circumstances, the District will prepare the Documents for the Water Main Extension.

C. Within a reasonable time after the District has finished preparing the Documents, the District will proceed with due diligence to obtain necessary easements for the construction of the Water Main Extension. Construction of the Water Main Extension shall not begin until all new easements are obtained, or existing easements are verified by the District. Applicant will, to the extent it owns land through which the Water Main Extension will run, grant or obtain all water line easements needed for installation of the Water Main Extension or any future maintenance of the Water Main Extension. Applicant will also grant easements to the District within any property Applicant owns, and as the District deems necessary, for the District to provide adequate corridors for the operation and maintenance of the District's water system.

D. Within a reasonable time after the District has finished preparing the Documents, it will submit them to the Kansas Department of Health and Environment (hereinafter "KDHE") for review and approval.

E. If and when the Documents are approved by KDHE, Applicant will deposit with the District, the remaining 75% of the Probable Project Cost. If at any time, the District determines that the Probable Project Cost will not be sufficient to pay for all actual project costs (hereinafter "Total Project Cost"), Applicant shall also promptly deposit with the District the difference between the deposited funds and the expected project costs. All amounts deposited by Applicant shall be retained by the District, without interest, but subject to reimbursement as hereinafter provided. Total Project Cost shall include the total costs incurred by the District for the project and shall include, but not be limited to, the costs of the following: obtaining easements, construction materials and costs, equipment use, supervision, construction observation, engineering, insurance, legal expenses, bonds, permits, accounting and all overhead attributable to the project.

F. After Applicant deposits the remainder of the Probable Project Cost, the District will proceed to select a Contractor to construct the Water Main Extension. Such Contractor may be selected through a competitive bidding process or otherwise, as determined by the District in its reasonable discretion.

G. If, before a construction contract award is made, the Applicant wishes to abandon the project and so notifies the District in writing not later than five (5) business days after the bid opening, and if the Applicant's deposited funds exceed the money expended by the District for Expenses, the District shall forthwith repay to Applicant the difference between such deposited funds and the amount of money expended by the District for Expenses. If the Applicant's deposited funds are less than the amount of money expended by the District for Expenses, Applicant shall forthwith repay to the District, the difference between its deposited funds and such Expenses.

H. The District will proceed with due diligence to have the Contractor construct the Water Main Extension.

I. The District will make periodic and final payments to the Contractor from the amounts deposited with the District by Applicant. If, after completion of the Water Main Extension and determination of the total actual cost of the project such Total Project cost is less than the funds deposited by Applicant, the District shall forthwith repay to the Applicant the difference between the Total Project Cost and the total amount of funds

deposited by Applicant.

J. If, after completion of the Water Main Extension and determination of the Total Project Cost, such Total Project Cost is greater than the funds deposited by Applicant, the Applicant shall forthwith pay to the District the difference between the Total Project Cost and the total amount of funds deposited by Applicant.

4. DISTRICT'S RIGHT TO WATER LINE

Once installed, the Water Main Extension and all engineering and construction documents related thereto, shall be the property of the District, free of any interest of the Applicant and free of any liens and encumbrances whatsoever, and thereafter the District shall have sole responsibility for the same. Provided, however, that Contractor and/or Applicant shall remain responsible for their obligations named in any applicable performance bonds. The District shall have the right to repair or replace the Water Main Extension at any time. The District shall have the right to extend any main installed pursuant to the terms of these Water Main Extension Policies and to extend any lines connected to such lines, in or to other lands, streets, or avenues and Applicant or any customer shall not by reason thereof, be entitled to any repayment.

5. DESIGN AND INSTALLATION

All decisions to be made in connection with the manner of design and installation of the Water Main Extension, the type of materials to be used, and the maintenance thereof shall be and shall remain at the exclusive discretion and under the sole control of the District.

6. PRIVATE WATER DISTRIBUTION AND SERVICE LINES

Applicant is responsible for all installation and costs of installing all private water distribution lines and service lines required to serve land within the property to be served by the Water Main Extension.

7. SYSTEM IMPROVEMENTS

Nothing herein contained shall be construed as to prohibit the District from installing at its own expense, transmission, fire and reinforcing mains.

WATER MAIN EXTENSION PROCEDURES

1. GENERAL

The District's Water Main Extension Policies set forth the instances in which the District will have primary responsibility for design and construction and the instances in which the applicant will have primary responsibility for design and construction. Set forth below are process outlines for each of those instances.

2. PROCEDURES FOR DESIGN AND CONSTRUCTION

A. District's General Responsibilities - Unless otherwise provided in the District's Water Main Extension Policies and related policies, procedures and regulations or unless other allowances are made by the District, the District will:

1. Provide Applicant (developer or property owner) with:
 - a. Water Main Extension Policies
 - b. Water Main Extension Procedures
 - c. Water Main Extension Application
2. Provide Applicant upon request:
 - a. Policies for Preparing Documents
 - b. Water Main Extension Drawing Standards
 - c. Water Main Size, Routing, Connection and Material Policy
3. Advise Applicant of District planning that may affect Water Main Extension sizing.

B. Process Overview

1. Applicant submits Application and applicable fee for the preliminary report containing a Feasibility Study, and a Probable Project Cost.
2. District prepares Preliminary Report and submits the same to District's Board.
3. If Application is approved, District notifies Applicant.
4. Within appropriate time period, Applicant decides whether to sign Water Main Extension Agreement.
5. Once Agreement is signed, Applicant deposits the total of Probable Project Cost.
6. Within appropriate time period, District prepares engineering and design drawings and reports ("Documents").
7. District obtains necessary easements.
8. Documents are submitted to KDHE.

- 9.** If Documents are approved by KDHE, the procedure continues to step 10. If KDHE denies the project, the District shall forthwith repay to Applicant the difference between such deposited funds and the amount of money expended by the District for Expenses. If the Applicant's deposited funds are less than the amount of money expended by the District for Expenses, Applicant shall forthwith repay to the District, the difference between its deposited funds and such Expenses.
- 10.** District selects Contractor.
- 11.** Contractor signs contract, properly completes forms and returns forms to the District.
- 12.** If the District approves signed contract and completed forms, Contractor constructs Water Main Extension.

**WATER MAIN SIZE, ROUTING,
CONNECTION AND MATERIAL POLICY**

1. REQUIREMENTS

- A.** The size, routing and points of connection of the water main (or mains) and the material specifications shall be determined by the District upon considering adequate service to prospective consumers and the possible or contemplated future extensions of the main.

Water main extensions shall be of not less than 2-inch size along all established county or other main through-roads within the District. Water mains larger than 2-inch may be required to serve large developments, industrial, commercial or other developments as determined by the District.

- B.** The District reserves the right to require a Water Main Extension of a size larger than that requested by Applicant. In the event the District requires such a larger line to meet needs of the District that are not directly related to Applicant, the District will pay any costs of the Water Main Extension that are in excess of the cost that would have been incurred had the line size been that which was requested by Applicant.
- C.** The terminus of the water main (or mains) to be installed shall provide for looping of mains whenever possible. All dead-end mains shall extend to the far side of the property or the last lot being served, unless a lesser distance is determined adequate by the District and shall have a clean-out installed at the end.
- D.** Construction Standards for material and installation procedures are on file at the District office.