



# RULES AND REGULATIONS

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## **BROWNS VALLEY IRRIGATION DISTRICT**

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9370 Browns Valley School Road

PO Box 6

Browns Valley, CA 95918

Business Office: (530) 743-5703

Operations Office: (530) 742-6044

[www.bvid.org](http://www.bvid.org)

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# **INTRODUCTION**

## **HISTORY OF DISTRICT**

The Browns Valley Irrigation District was established on September 19, 1888 under the "Wright Irrigation Act" and is one of the oldest continually operating irrigation districts in the state of California. The District now encompasses approximately 55,000 acres and provides agricultural water to connections that will soon reach 1,500 due to projected growth increases.

## **WATER SUPPLY AND FACILITIES**

The District's water supply originates in the upper reaches of the North Yuba River as well as from the Dry Creek watershed. The District owns a storage reservoir, Collins Lake, which has a storage capacity of 57,000 Acre-Feet. Collins Lake is impounded by the Virginia Ranch Dam. District water facilities include 200 miles of open ditch and 70 miles of pipeline. The District also owns and operates a hydroelectric power plant below the Dam with a generating capacity of one megawatt. Power from the District's hydroelectric generating plant is sold to Pacific Gas and Electric Company. Collins Lake has developed recreation facilities, which are operated by a concessionaire.

## **ORGANIZATION OF THE DISTRICT**

The District is an independent local government agency. Under the provisions of the Irrigation District Law, California Water Code Sections 20500 through 22978, the affairs of the District are administered by a Board of Directors consisting of five members who are each elected to a term of four years. Each Board member represents a certain division of the District and is elected by qualified voters residing within the entire District. The District employs a General Manager, who reports directly to the Board, and a staff of about 12 employees to perform the daily operations of the District.

## **MEETINGS OF BOARD**

The Board holds regular meetings on the second and fourth Thursdays of each month at the District's main office, located at 9370 Browns Valley School Road, Browns Valley, California. The public is welcome and encouraged to attend these meetings. Agendas of all regular Board meetings are posted at least 72 hours in advance of the meeting.

## **PURPOSE OF REGULATIONS**

These Regulations are published pursuant to Section 22257 of the Irrigation District Law and provide for the equitable distribution and use of water within the District.

## **MODIFICATIONS TO REGULATIONS**

These Regulations may be modified, amended or supplemented at any time by Board action. Updates are available by contacting District office and are also available on the District's website: [www.bvid.org](http://www.bvid.org).

## **LIMITATIONS ON WATER DELIVERY**

**The Board's policy is to make the full amount of water requested by each Water User available in each irrigation season to the extent possible. However, because of shortages caused by drought, changes in state regulations, water system constraints and emergency conditions, the Board has the legal authority, when warranted by the circumstances, to allocate the available water supply to District Water Users in an impartial and equitable manner. Each District Customer and Water User accepts the conditions of water availability and flow that the District is able to provide at the point of use. Applicable Charges for Water Service established by the Board will be billed regardless of any temporary or seasonal cutbacks in flow volume because of the need for the District to recover its costs of operating the water system.**

**Each year, the Board determines the starting and ending dates of the irrigation season based on a variety of factors, including water availability and weather. Water is not delivered in the winter from Collins Lake but is available under certain conditions in the Yuba River service area.**

**(See Sections 2.1.5, 2.1.9 through 2.1.11, and 2.1.15 of these Regulations.)**

# CHAPTER 1

## DEFINITIONS

**ACRE-FOOT / ACRE-FEET** - Term used in water measurement. By California statute, one acre-foot equals 43,560 cubic feet, 325,851 gallons or the volume of water that will cover one acre to a depth of one foot.

**ANNUAL CHARGE** - Means an annual fee allocated to cover basic administrative, legal, regulatory, and overhead expenditures.

**APPLICANT** - Any Person applying for any service provided by the District.

**BOARD** - The elected Board of Directors of Browns Valley Irrigation District.

**CHARGES** - Includes tolls, rates, fees and any charges for service rendered by District.

**CONDUIT** - Includes canals, laterals, ditches, flumes, pipes and appurtenances.

**CUSTOMER** - Any Person supplied or entitled to be supplied with water service by the District in accordance with its Regulations and Charges.

**DEMAND WATER SERVICE** - Water requested for a predetermined period and sold at the Acre-Foot rate established by the Board. This service will only be provided at the District's discretion and is intended to serve large-volume Water Users in the Yuba River service area.

**DEVELOPER** - Any Person desiring water service from the District, which service cannot be provided without an Extension.

**DISTRICT** - Browns Valley Irrigation District, organized a under the "Wright Irrigation Act" in 1888 and operating under California Irrigation District Law, Water Code sections 20500 through 29978.

**DISTRICT APPROVAL** - Approved by the Board, or a delegated employee, such as the General Manager.

**DISTRICT FACILITY** - Any facility which is owned by the District, including any device or structure used for the storage, transmission, distribution, treatment, or measurement of water, or for hydroelectric power production.

**EXTENSION** - Includes any water system enlargements or improvements necessary to transport, store and/or deliver water to previously unserved Customers or areas. These enlargements or improvements may include, but are not limited to, canals, ditches, pipelines, measuring and regulatory structures, pump stations, regulatory reservoirs and other necessary appurtenances.

**GENERAL MANAGER** - An employee and officer appointed by the Board to direct and oversee the day-to-day operations of the District, or the General Manager's authorized representative.

**LANDOWNER** – A holder of title to land located Within District.

**METER** - Shall mean the entire meter assembly, which may include appurtenances or devices owned and installed by the District in connection with a service connection.

**METER TAMPERING** - Any act that affects the proper measurement of the flow of water through a meter or affects the registration of the measurement data.

**NON-CONFORMING USE** – A use that was lawfully established and maintained, but which does not conform with currently applicable use regulations of the District.

**OPERATE / OPERATIONS** – The activities of BVID necessary to provide water service, including construction, operation, maintenance, repair and replacement.

**OUTSIDE DISTRICT** - Property lying outside District boundaries or excluded from the District's territory, and not subject to assessment by the District.

**PARCEL** - Shall mean each separate lot or unit of land denominated by the Yuba County Assessor as possessing and holding a separate parcel number, under the mapping and numbering systems of the Assessor.



**PERSON** - Any person(s), firm, association, organization, partnership, business trust, corporation, company, or other entity.

**PHYSICAL ENCROACHMENT** - Includes, but is not limited to, structures such as buildings, bridges, culverts, fences, pipelines, underground or overhead wires, roads, landscaping, which either cross, or lie within District property, easements or rights-of-ways, or which are located so close or near to District property, easements or rights-of-ways, as to unreasonably interfere or potentially interfere with the District's operation of its Facilities or with necessary improvements or reconstruction of its Facilities.

**PREMISES** - Integrated land area including improvements operated under the same ownership and management.

**PRIVATE FACILITY** - Any facility not owned by the District.

**PRIVATE ROAD** - Any road that does not fall under the jurisdiction of a public entity or that is not considered a dedicated public right-of-way.

**RANDOM** – An un-maintained or natural swale, drainage or watercourse.

**REGULATIONS** - Refers to these “Rules and Regulations” and all related ordinances, resolutions and policies adopted by the Board governing the equitable distribution and use of water Within District and all other authorized services and actions of the District.

**ROAD MAINTENANCE** - Any work which entails the improvement of the drainage system and/or improvement in the traveling surface of the road.

**SERVICE OUTLET** - A service connection intended to divert and measure water delivered to a Customer.

**TIME AND MATERIAL CHARGES** - The term Time and Material Charges, as used in these Regulations, shall indicate a determination of costs based on the actual amount of labor, equipment and materials utilized to perform a specified task, including applicable overhead factors.

**UNIT** – The standard measurement of the flow of water sold to District Customers. One Unit equals 10 gallons per minute delivered through an appropriately sized orifice plate based on an instantaneous reading. Orifices on pipelines are sized for flow at the pressure at the delivery point.

**WATER SERVICE** - Includes the availability of water to a Premises through District Facilities and any water supplied through such Facilities.

**WATER THEFT** - Any act to obtain or in furtherance of attempting to obtain water service without paying the full lawful charge or the diverting of water in any way that prevents the District from accurately metering and billing for water.

**WATER USER** - Any Person actually supplied with Water Service by the District.

**WITHIN DISTRICT** – All lands lying within the District’s boundaries.

## **CHAPTER 2**

### **WATER SERVICE**

#### **ARTICLE 2.1. GENERAL CONDITIONS OF WATER SERVICE**

##### **SECTION 2.1.1 CUSTOMER COMPLIANCE**

Each Customer, by applying for or receiving Water Service from the District, agrees to be bound by and to comply with all Regulations of the District, as adopted from time to time by the Board.

##### **SECTION 2.1.2 CONTROL OF DISTRICT FACILITIES**

All District Facilities are under the exclusive control of the Board through the General Manager and other designated employees; and no other Person shall interfere with, regulate or control any such Facilities, or the water flowing therein, without authorization of the Board.

##### **SECTION 2.1.3. ALL WATER BELONGS TO DISTRICT**

The District expressly reserves the right to retain, recapture, reuse and resell all waters within the boundaries of the District. No water user acquires a proprietary right to any waters Within District by reason of use.

##### **SECTION 2.1.4. UNTREATED WATER**

All water supplied from Conduits is untreated. Untreated water is not intended nor offered for domestic use. The District does not represent that any water delivered is potable or of a quality suitable for human consumption. Untreated water, if consumed or used for culinary purposes, could cause serious illness.

##### **SECTION 2.1.5. MINIMUM DELIVERY**

- (a) The District does not guarantee continuous delivery of water on demand and by accepting service, each Customer accepts such conditions of water availability and flow as are provided by the District water system at the location of the particular Service Outlet.
- (b) One Unit at a continuous flow is the normal minimum amount of water that the District will make available to any Customer during the irrigation season. During drier or drought years, however, the Board has the authority to reduce the amount

or rate of flow of water made available to Customers. The District also reserves the right to reduce water deliveries at any time due to emergency conditions or for maintenance, repair or improvement of District Facilities.

- (c) Customers dependent on a continuous supply of water should provide for emergency storage on their Premises.

#### **SECTION 2.1.6. DEMAND WATER SERVICE SALES**

This type of service is offered to Customers in the rice land area of the District and includes water for rice growing, decomposing and/or wildlife flooding. Demand Water Service water is sold in Acre-Foot increments. Requests for deliveries to be increased, decreased or shutoff will be processed by contacting either the ditch tender or the District Office at least 24 hours in advance of the requested change. Delivery adjustments and shutoffs of water flow are available Monday - Friday only. Any Customer wishing weekend service will be billed for the additional District expense based on Time and Material Charges for the work performed.

#### **SECTION 2.1.7. PURCHASE OF UNITS FOR USE ON PARCELS WITH MULTIPLE SERVICE OUTLETS**

At or before the start of each irrigation season, a Customer with multiple Service Outlets on a single Parcel that is served by a pipeline must purchase the number of units that is desired to serve the demand from each Service Outlet. For those Parcels where there is more than one Service Outlet, the sum of the Units purchased for each Service Outlet shall equal the total number of Units purchased to serve the entire Parcel. For example, if a Parcel has 2 services and the Customer buys a total of 4 Units, the Customer may have the Service Outlets set up to receive 1 and 3 Units, 2 and 2 Units, or 0 and 4 Units. The District strictly prohibits a Customer from using the same Unit or Units to service more than one Service Outlet on the same Parcel (in the above example, the District will not deliver 4 Units to each Service Outlet). The District reserves the right to terminate all but one connection on a Parcel with existing multiple Service Outlets if a Customer attempts to use the same Unit to serve those multiple Service Outlets. Notwithstanding the foregoing, once each season, subject to the General Manager's approval, a Customer may request that the District transfer use of one or more Units from one Service Outlet to a different Service Outlet on the same Parcel.

#### **SECTION 2.1.8. PLACE AND USE OF WATER**

Except with the prior written authorization of the District, no Customer shall use, or permit the use of any water furnished by the District on any Premises, or for any purpose other than that specified in the application for service, nor shall any Customer resell any water furnished by the District. All water supplied by the District must be used on Parcels located inside of the District unless otherwise authorized by the Board.

#### **SECTION 2.1.9. POINT OF RESPONSIBILITY**

The full responsibility and risk for the carriage, handling, use and disposal of District water shall transfer from the District to the Customer at the downstream side of the Service Outlet.

#### **SECTION 2.1.10. IRRIGATION SEASON**

The irrigation season is based on weather conditions, be they wet or dry, and is not begun or ended on a date certain. The irrigation season generally begins in mid-spring and ends in late fall of each year. Each year, the Board will determine the starting and ending dates of the irrigation season.

#### **SECTION 2.1.11. WINTER WATER**

There are no water deliveries in the winter from Collins Lake. The District will make Demand Water Service available in the winter to Water Users in the Yuba River service area.

#### **SECTION 2.1.12. CAPACITY CONSTRAINTS**

- (a) The District's water system may not be able to serve all service requests within a particular area because of system restrictions limiting flow volume or because of shortages in water storage or available water supplies. In such cases, at the Board's discretion, water service may be provided on an odd/even day or partial week basis or by restricting flow on a continuous basis to less than one Unit. For billing purposes, applicable Charges established by the Board will be billed regardless of any cutback in flow volume.
  
- (b) In those areas where delivery service is provided by pumps, deliveries may be interrupted by the limitations on hours of operation due to energy costs during peak periods of energy demands. The minimum charge per service shall be comparable to the Unit fee.

#### **SECTION 2.1.13. WATER WASTE AND CONSERVATION**

A Water User who wastes water, either willfully, carelessly, or due to defective or inadequate Private Facilities, may be refused further water service until the user takes corrective action as required by the District Board or staff. The Board has enacted Ordinance 2008-01 providing for a water conservation policy and the conservation measures in Section 5 of that ordinance are incorporated into and will be enforced as part of these Regulations.

#### **SECTION 2.1.14. DRAINAGE**

ATTENTION IS CALLED TO THE FACT THAT ANY PERSON DRAINING UPON OR PERMITTING WATER TO DRAIN UPON A RIGHT-OF-WAY OR ADJACENT PROPERTY IS LIABLE FOR FINES OR DAMAGES UNDER THE LAWS OF THE STATE OF CALIFORNIA.

#### **SECTION 2.1.15. DROUGHT CONTINGENCY PLAN**

- (a) In years when the District has a full water supply available, normal water deliveries can be expected. Under drought conditions, the District will adopt a Drought Contingency Plan and enforce the measures provided in Ordinance 2008-01. In order to provide for demand reduction goals for water supplies, the Board shall have the right under Water Code section 22252 to make such distribution of the available water supply as in its judgment will be impartial and equitable to all Water Users.
  
- (b) The Board has adopted a policy of maintaining a minimum of 7,500 Acre-Feet of carry-over water storage in Collins Lake for the health and safety of the District's Customers.

#### **SECTION 2.1.16. WATER SERVICE TO LANDS OUTSIDE THE DISTRICT**

No use of District water will take place outside the District, except when it is deemed surplus to the needs of the District. No Water User outside of the District acquires a proprietary right to Water Service or any particular quantity of water by reason of past use. In accordance with Water Code section 22281, the District may impose a surcharge on all out-of-district water sales. The decision to allow out-of-district water sales will be at the sole discretion of the Board and evaluated annually prior to the start of the irrigation season.

#### **SECTION 2.1.17. WATER FILL LOCATIONS (Wharf Valves)**

Some District pipelines have wharf valve connections, which can be used as water fills for firefighting and other irrigation or non-irrigation purposes, including construction water (See Section 4.1.4 WATER TRUCK LOADING PERMIT for the permitting requirements for the use of Wharf Valves for non-irrigation purposes). Customers with water truck loading permits will be permitted to fill their tanks at specified locations as determined in the District's sole discretion. While the District permits these valves to be used on an emergency basis for firefighting purposes, there will be times when no water service is available from these lines. Accordingly, the District makes no guarantee or assurance that any water will be available in its water system or in adequate quantities or pressure for firefighting purposes. In determining if a proposed location is suitable for the installation of a wharf valve, the District will take into consideration operation and maintenance requirements and other factors deemed important at the proposed site. The District will determine the location of these valves using its sole discretion.

#### **SECTION 2.1.18. NON-LIABILITY OF DISTRICT**

The District will exercise reasonable care and diligence to deliver a reliable supply of water to its Customers. However, the District is not, and will not, be liable for any loss, injury, damage, or inconvenience to any Water User by reason of shortage, insufficiency,

suspension, or discontinuance of water service due to: a) water shortage, b) problems with its storage or distribution facilities, c) interruption in water service, or d) any other cause whatsoever. Each Water User agrees to hold the District and its Directors, officers, employees and agents free and harmless from liability and damages caused by such loss, damage, or inconvenience. No refunds are to be granted for periods when an interruption of service is experienced.

#### **SECTION 2.1.19. CUSTOMER RESPONSIBILITY**

- (a) Each Customer, at its own risk and expense, shall furnish, install, and Operate in good and safe operating condition all equipment and facilities downstream of the Service Outlet that may be required for receiving, controlling and using water on the Customer's Premises. The District shall not be responsible for any loss, injury or damage caused by the improper installation of any Customer-owned equipment and facilities, or the negligence or wrongful conduct of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees, permittees, or invitees related to the installing, operating, maintaining, or repairing of such equipment and facilities.
- (b) The Customer shall be liable for any damage to District Facilities when such damage is caused by an act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees, permittees, or invitees or when such damage is from a cause originating on the Customer's Premises by an act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees, permittees, or invitees. Upon the District's presentation of a bill for such damage, the Customer shall reimburse the District for the costs to repair or replace damaged District Facilities. Failure to pay such a bill shall be grounds for termination of Water Service and disconnection from the District water system.

#### **SECTION 2.1.20. ADJUSTING CHARGES**

All Charges for Water Service and other District services provided in these Regulations will be reviewed and adjusted, if found necessary, on a periodic basis. The Board will review and adjust Charges in a noticed public meeting. District Charges shall be based on the actual cost of providing the specified service to provide for the most equitable Charges possible.

#### **SECTION 2.1.21. ADDITIONAL CONDITIONS CONTAINED IN APPLICATIONS**

Applications for Water Service may contain additional conditions and requirements relating to service. By signing the application, the Customer acknowledges compliance with those additional conditions, as well as these Regulations.

### **SECTION 2.1.22. PART OF CONTRACT**

These Rules and Regulations are incorporated into and are part of every contract made by the District for the operation of its water system for the delivery of water to any Water User or service performed for any Customer.

## **ARTICLE 2.2. WATER PRESSURE**

### **SECTION 2.2.1. VARIATIONS OF WATER PRESSURE**

Due to the foothill terrain predominating in the District, large variations of pressure can occur along a stretch of any water pipeline. Under normal conditions, the District attempts to maintain a minimum pressure of 20 pounds per square inch (psi) along its water pipelines. It is the Customer's responsibility to provide adequate size service lines on the Customer side of the Service Outlet, as well as any pumping facilities needed to compensate for water pressure losses between the Service Outlet and the point of water use.

### **SECTION 2.2.2. LOW PRESSURE**

If the District determines that a new Service Outlet would provide a normal pressure of less than 20 psi, the Applicant will be informed of the low-pressure situation at the time of application. The Applicant will be required to acknowledge in writing that a notification of low pressure was received prior to District Approval of the application.

### **SECTION 2.2.3. HIGH PRESSURE**

- (a) If the District determines that a new Service Outlet may provide pressure in excess of 80 psi, the Applicant will be notified of the high-pressure situation at the time of application and that the installation of a pressure-reducing valve, along with a pressure relief valve, may be required by the District before it will approve the application.
- (b) At its cost, the District will install a pressure-reducing valve at no cost to an existing Customer where actions by the District cause an increase in the normal sustained operating pressure in the water pipeline serving the Customer to exceed 100 psi.



## **CHAPTER 3**

### **WATER AVAILABILITY**

#### **ARTICLE 3.1. ESTABLISHING WATER AVAILABILITY**

##### **SECTION 3.1.1. WATER AVAILABILITY LETTERS**

Upon receiving a written request for Water Service, the District will issue a letter giving the current status of water availability to a project or Parcel. This letter will state, in general terms and without making a commitment to provide service, whether the project or Parcel is Within District, if capacity is currently available and under what conditions Water Service would be made available. The District will attempt to identify any potential problems that may be associated with making water available to the project or Parcel (i.e. such as possible high or low pressure).

##### **SECTION 3.1.2. WILL-SERVE LETTERS**

A written request for a commitment of specific capacity to a project or Parcel may be made to the District. The Board will determine in its sole discretion if the District will issue a will-serve letter and the conditions imposed as consideration for issuance of the letter. If issued, a will-serve letter will be subject to specific time limits, will identify any conditions relating to providing Water Service, including any fees and deposits required, and contain the items covered in a Water Availability Letter described above in Section 3.1.1. If a will-serve letter is issued for a project that requires an extension of District Facilities, the District may also require that the Developer execute a funding and development agreement and to make appropriate deposits to fund staff and consultant work related to the project as provided in Section 5.2.2 of these Regulations.

#### **ARTICLE 3.2. WATER SERVICE REQUEST**

##### **SECTION 3.2.1. APPLICATION FOR WATER SERVICE**

- (a) If Water Service is available to a project or Parcel, as determined in the District's sole discretion, the Applicant will be required to sign a written application and pay the appropriate installation charges, plus any other fees and/or deposits that are required under these Regulations. Applicants shall supply all of the information required by the application form, provide the required signatures and return the application to the District. All applications are subject to review and acceptance by the District.

- (b) Applicants with multiple Parcels must file a separate application for each Parcel requesting Water Service.
- (c) Applications for Water Service will remain on file as a permanent request for Water Service unless amended by a Customer request for delivery of more or less water for a season or until there is a change in ownership. A Water Service application may be amended anytime during the year.
- (d) Before the beginning of an irrigation season, the District will send a water bill to each Customer based on the quantity of water specified in the Customer's permanent application on file. Customers desiring Water Service in a particular irrigation season must have a current application on file at the District's office in order to receive a supply of water for the current irrigation season.

### **SECTION 3.2.2. CHANGE OF OWNERSHIP**

Each Landowner in the District must notify the District of a change in ownership of any Parcel. All Charges incurred by the existing Landowner must be paid by no later than the close of escrow of the Parcel being sold. The District must be contacted by the title company holding the escrow to verify all amounts owed to the District and to obtain a demand for payment for any outstanding account balance. Both the Landowner and buyer of a Parcel have a duty to contact the District to determine the status of the Water Service account for the subject Parcel and to ensure arrangements are made to pay any outstanding account balance. The District will suspend water deliveries to any Parcel with an outstanding balance until the previous Charges are paid or payment arrangements satisfactory to the District are made by the seller or the buyer of the Parcel.

### **SECTION 3.2.3 CANCELLATION OF SERVICE**

Upon request of a Customer, the District will cancel the current season's Water Service during any time of the season, either in whole or in part. However, if the cancellation is made after the beginning of the irrigation season, the District will not refund or prorate Charges as provided in Section 4.1.6. The District also will not refund or prorate Charges due to changes in ownership during an irrigation season.

## **ARTICLE 3.3. WATER USE EXCLUSIONS**

### **SECTION 3.3.1. FISH CULTIVATION**

The District does not sell water to cultivate and/or sustain fish life.

### **SECTION 3.3.2. FLUSHING OF PONDS**

While many ponds are filled with water delivered by the District, the water conservation requirements provided in Section 2.1.12 (and by reference the requirements in Ordinance

2008-1) apply to all water uses in the District. Pond owners who use District water to fill or maintain their ponds are prohibited from spilling water from their ponds and are cautioned to keep pond levels low enough to prevent spills.

### **SECTION 3.3.3. RESALE OF WATER**

Water Users are prohibited from reselling any water delivered by the District for any purpose or use; provided, however, that any Water User that buys water at wholesale and that is a state-permitted purveyor of water may resell water purchased from the District to any retail customer of the purveyor within its authorized service area. *(Revised 09/09/10)*

## **ARTICLE 3.4. SERVICE OUTLETS**

### **SECTION 3.4.1. GENERAL**

All Service Outlets must contain a means of measuring the amount and/or flow rate of water delivered to each Water User. Except as otherwise indicated in these Regulations, all water sales made by the District will be measured by flow in Units.

### **SECTION 3.4.2. NEW SERVICE CONNECTIONS**

When an Applicant requests a new service connection to the District's water system, the District will install a Service Outlet at the Applicant's sole expense, subject to the following:

- (a) For a new service connection in the Yuba River Service Area, the District will install delivery boxes, gates, take-outs, measuring devices, and other appurtenances necessary to receive delivery of District water from the Pumpline Canal based on the actual Time and Materials Charges necessary to install the connection.
- (b) For a new service connection to a pipeline in the Collins Service Area, the District will install valves, delivery boxes, gates, take-outs, measuring devices, and other appurtenances necessary to receive delivery of District water upon payment of the then-applicable connection charge for a pipeline Service Outlet specified in the District's connection charge policy.
- (c) For a new service connection to a ditch in the Collins Service Area, the District will install delivery boxes, gates, take-outs, measuring devices, and other appurtenances necessary to receive delivery of District water upon payment of the then-applicable connection charge for a ditch Service Outlet specified in the District's connection charge policy.

- (d) Upon completion of construction of any new service connection, the Service Outlet shall become the property of the District and the District shall thereafter Operate it as determined in its sole discretion.
- (e) Alteration or interference with a District Service Outlet is a violation of these Regulations and may subject a Customer to the penalties provided in Sections 2.1.19 and 8.1.2.

### **SECTION 3.4.3. MULTIPLE SERVICE OUTLETS**

All new service connections shall be limited to one (1) Service Outlet per Parcel. Existing multiple Service Outlets on a single Parcel are considered a non-conforming use, but if one or more Service Outlets are removed from a Parcel at a Customer's request in accordance with Section 3.4.6 below or because of a violation of these Regulations, such removed Service Outlets cannot later be reinstalled, except that one Service Outlet will be permitted in cases where all Service Outlets were removed. In accordance with Section 2.1.7, Customers with multiple Service Outlets on a single Parcel must purchase the number of Units desired for delivery through each Service Outlet.

### **SECTION 3.4.4. LOCATION**

The District shall have the sole discretion and authority to determine the location of all Service Outlets. This site selection prerogative shall pertain to services from pipelines, open canal facilities and, where applicable, certain natural randoms or streams. The Service Outlet location shall be determined prior to the District accepting an application and collecting the installation fee. The following criteria shall be used in location of Service Outlets:

- (a) The District shall endeavor to accommodate the Customer in selecting the location. However, the District must give consideration in the selection of a Service Outlet's location to the integrity of the hydraulics in the conveyance system. Any location which will create undue expense for operation and maintenance of the system or will create unacceptable distortion to the hydraulics of a Facility or stream will not be permitted by the District.
- (b) Any Service Outlet location that will require the installation of additional appurtenances to ensure water delivery to a Parcel, such as a special measuring structure, check structure or screening device, shall be constructed by the District at the Applicant's sole cost on a Time and Material basis and in accordance with District standards.
- (c) Where approved for Water Service by the District, the amount of the water delivered through a natural randoms or stream shall be determined by the District by use of pump ratings, sprinkler flows, actual diversions, or any combination of the above methods. The District will inspect services from natural randoms or streams to ensure that the amount of water diverted by each Water User is in

compliance with the quantity requested in the Water User's application.

- (d) In some instances, due to canal size limitations and water demands, the District may refuse to permit the installation of a new Service Outlet during the irrigation season.

#### **SECTION 3.4.5. INSTALLATION CHARGES**

The charges for installation of a Service Outlet on an existing District Conduit can be found in the current Connection Policy and Fee Schedule set by the Board. The cost of additional appurtenances, if required under Section 3.4.4(b), will be added to the standard installation charges. See Chapter 5, Extensions, for information concerning installation of a new service requiring an extension of District Facilities.

#### **SECTION 3.4.6. REMOVAL**

A Service Outlet will be removed at the District's expense upon written request of a Customer to the District. Once a Service Outlet has been removed, reestablishing water service shall be in accordance with these Regulations, including filing of an application and payment of the appropriate installation charges for a new Service Outlet. In accordance with Chapter 8, the District also has the authority to remove a Service Outlet if a Customer violates these Regulations.

### **ARTICLE 3.5. PRIVATE FACILITIES**

#### **SECTION 3.5.1. USE OF PRIVATE FACILITIES**

Upon District approval, Private Facilities may be used to transport and distribute District-supplied water on one or more Parcels provided that the facilities are in good repair, will not cause excessive water losses, and are adequate in capacity to serve additional water. The District will construct and maintain at the head of Private Facilities a sufficiently sized Service Outlet, including such controls as diversion structures, gates and/or measuring devices as necessary to control the flow of water purchased by the owners of the Private Facilities. The District will not provide service through a Private Facility without first receiving written approval and a payment guarantee from all of the owners of the Private Facility.

#### **SECTION 3.5.2. OPERATION AND MAINTENANCE**

The District is not responsible for the distribution of water in Private Facilities. All water distribution systems not owned by the District shall be Operated by the owners of such facilities at their sole cost. All Private Facilities must be kept clean and shall be of sufficient size to accept and carry the amount of water ordered by the Water Users utilizing such facilities. The owners of a Private Facility shall construct and Operate the Private

Facilities in a manner that ensures that there will be no unnecessary loss of water. Water users of a multiple-use Private Facility shall be jointly liable for its maintenance and equality of water deliveries. The District may make emergency repairs to Private Facilities at the expense of the owner(s). The District shall have access to all Private Facilities at any time in order to ensure compliance with these Regulations.

### **SECTION 3.5.3. EXCESSIVE LEAKAGE**

If the District determines that a Private Facility has excessive leakage, the facility owner(s) will be notified that repairs must be made within a specified time period, or the District shall discontinue Water Service to the Private Facility until such time as the required repairs are completed to the District's satisfaction.

### **SECTION 3.5.4. NON-PAYMENT OF ACCOUNTS**

Each Water User served by a Private Facility will purchase and be billed for water separately by the District. If one or more of the Water Users receiving water from a Private Facility serving two or more customers is shut off for non-payment of their account(s), the District shall reduce the amount of water delivered to the head of the Private Facility in the like amount.

### **SECTION 3.5.5. PRIVATE PUMPS**

All pumps used to convey District water must be equipped with an automatic shutoff device to prevent damage to the pump in the event water is shut off. The District shall not be responsible for any damage to a Customer's pump because of a water shut off.

### **SECTION 3.5.6. DISTRICT NON-RESPONSIBILITY**

- (a) The District will not in any way be responsible for ensuring that water delivered to a Private Facility is actually received by the customers of the Private Facility.
- (b) As provided in Section 2.1.19, the owner(s) of a Private Facility will be solely liable to the District for any loss, damage or injury to any District Facilities arising from or connected to the installation, operation, maintenance, repair, or replacement of the Private Facility.

## **CHAPTER 4**

### **RENDERING AND PAYMENT OF BILLS**

#### **ARTICLE 4.1. TERMS OF PAYMENT**

##### **SECTION 4.1.1. WATER CHARGES**

All water Charges are determined on a cost-of-service basis. The water Charges for each irrigation season shall be established by the Board of Directors prior to the irrigation season. All Charges shall be due on such dates as are established by the Board of Directors and as set forth on the application.

##### **SECTION 4.1.2. BILLING TO AN AGENT OR TENANT**

The District will directly bill an agent or tenant for Water Service on a Parcel upon receipt of a written authorization signed by the Landowner. Billing for Water Service will not be provided to any agent or tenant unless the District has a written authorization of the Landowner on file. Any Landowner requesting direct billing of an agent or tenant shall be liable for any unpaid Charges incurred by his or her designated agent or tenant.

##### **SECTION 4.1.3. ANNUAL CHARGE**

One component of Water Service Charges is the Annual Charge. This fee is fixed and is charged to each Water User in the District for each Parcel that receives water. However, in the case of adjoining parcels in common ownership, occupation and use, the District will impose one Annual Charge and waive additional charges for the second and all succeeding adjoining Parcels as long as the use is generally consistent on all affected parcels and otherwise is considered a legally permissible land use on a single parcel. This waiver is not intended to benefit adjoining parcels if each parcel has a different use or is rented or leased to another person or entity.

If a landowner objects to the District's application of the Annual Charge to one or more adjoining parcels, the landowner may appeal the charges to the Board, which shall hear the appeal at its next regular meeting. After the appeal is heard, the Board shall issue a written decision on it within 14 days. The Board's decision on the appeal shall be final.

#### **SECTION 4.1.4. WATER TRUCK LOADING PERMIT**

An annual fee will be charged in advance for any irrigation or non-irrigation use of water from a water fill location within the District. Upon completion of an application, signed contract and payment of the annual fee, the District will issue a Loading Permit, the original or copy of which shall be carried in the water truck at all times and which shall be shown to any BVID employee on request. (See Section 2.1.18 Water Fill Locations (Wharf Valves)). The Board establishes the annual water truck loading permit fee and may adjust it at any time at a duly noticed Board meeting.

#### **SECTION 4.1.5. BILLING CYCLE**

- (a) The District will mail bills to Customers in early April for Water Service for the upcoming irrigation season. Upon receipt of the bill, a Customer may: (1) pay the entire amount of the Water Service bill; (2) make a partial payment on the billed amount; or (3) notify the District that the Customer will not take any water in that irrigation season. All initial payments on Water Service bills will be due on April 30<sup>th</sup> of the year in which the bill is mailed.
  
- (b) Customers that choose to make a partial, 1/3 payment on their bills for Water Service by April 30<sup>th</sup> for the upcoming irrigation season will be placed on cycle billing. The billing cycle for those Customers who desire to spread out the payment of their annual Water Service bills is April, June and August. The reverse side of the original Water Service bill mailed to each Customer in early April shows the minimum payment amount due every other month of the billing cycle. Customers receiving District Water Service must pay at least the minimum amount due on their accounts each billing cycle in order to maintain the right to Water Service. A Customer may pay the remaining balance due on their account at any time, although no discount for partial early payment will be extended. *(Revised 02/28/13)*
  
- (c) The District will mail statements bi-monthly to all cycle billing Customers showing the balance due on each account using cycle billing. Accounts shall be considered past due if not paid in full by the 10<sup>th</sup> day of the month during the billing cycle in which a balance is due. *(Revised 02/28/13)*

#### **SECTION 4.1.6. PRORATING OF WATER CHARGES**

The District cannot prorate Charges for Water Service because the Charges are based on making a quantity of water available for an entire irrigation season and because irrigation seasons are dependent on the weather and not set according to the calendar.



**SECTION 4.1.7. BOOSTER PUMPS**

While the majority of the pipelines in the District do not involve the use of booster pumps, there are a few areas that require booster pumps in order to provide deliveries of water at a sufficient rate of flow. The District owns and Operates those booster pumps and requires all water users that benefit from a booster pump to share the energy (PG&E) costs to Operate the pump. Energy costs will be prorated among all Water Users benefited by a pump based on the number of Units sold in the area served by that pump. The District will endeavor to keep energy costs to a minimum by avoiding peak time operation of the booster pump whenever possible.

**ARTICLE 4.2. NON-PAYMENT OF BILLS**

**SECTION 4.2.1. RETURNED CHECKS**

Checks returned by a bank unpaid shall be returned to the Water User and his or her account will be debited for the amount of the check. The District also will impose a return check fee of \$25.00, which shall be added to the Water User's account balance together with any other bank charges that may be assessed due to the returned check.

**SECTION 4.2.2. PAST DUE AND DELINQUENT ACCOUNTS**

As provided in Section 4.1.5, a Customer account will be deemed past due if the amount owing is not paid in full by the 10<sup>th</sup> day of the month in which the payment is due. An account will be deemed delinquent if payment is not received by the 30<sup>th</sup> day of the month in which the payment is due. A delinquency charge will be added to any Water Service bill that becomes delinquent and the charge will continue to accrue until the delinquent balance is paid in full. The delinquency charge assessed will be one and one-half percent per month (18% per annum) on the past due balance of the account.

**SECTION 4.2.3. DELINQUENT PAYMENTS**

The District may terminate Water Service to any Water User for nonpayment of a delinquent account as defined in Section 4.2.2. Water service shall not be terminated on any Saturday, Sunday, legal holidays or at any time when the business office of the District is not open. The District will withdraw the proposed termination notice if the Water User pays the outstanding balance on the account, including any delinquency charges.

**SECTION 4.2.4. DISPUTED OR ERRONEOUS BILLS**

- (a) Upon receipt of a bill or notice from the District for any fee or charge, a Water User shall have five days from receipt within which to notify the District of a dispute or complaint with respect to the bill or notice. The request for review of a disputed or erroneous bill must be made in writing to the General Manager at the

address of the District office. No termination of water service shall occur during the pendency of the investigation into the disputed bill. The Board has delegated to the General Manager the authority to investigate and settle complaints and disputes involving amounts of \$250.00 or less. The General Manager shall conduct an investigation of the dispute within 10 days of receipt of the written notice of dispute or complaint and shall, to the maximum extent feasible, confer with the Water User in an attempt to resolve the matter. The General Manager shall notify the Water User of his decision as soon as the investigation is completed. Should the Water User fail to pay the delinquent amount, either as originally billed or as adjusted pursuant to this section, within seven days after the notification of the General Manager's decision, Water Service may be terminated pursuant to this section. All decisions of the General Manager may be appealed to the Board as provided below in subsection (b). If a Water User appeals a decision of the General Manager to the Board, the District will not terminate service until after any decision of the Board becomes final.

- (b) For complaints or disputes in excess of \$250.00 or in case of appeals as provide in subsection (a) above, the General Manager is delegated the authority to investigate the complaint or dispute and shall report the results of his investigation in writing to the Board of Directors at its next Regular Board Meeting or a special meeting called for the purpose. The Water User shall be notified of the time and place when his complaint or dispute will be considered by the Board at least five days before such meeting. All decisions of the Board of Directors shall be final. Should the delinquent account, as originally billed or as adjusted pursuant to the decision of the Board of Directors, not be paid within seven days after action by the Board of Directors, water service may be terminated pursuant to this section.
- (c) Delinquent bills (water, installation or other) may be added to the tax rolls of the District as authorized by the Water Code. The District may take such other necessary action as it deems appropriate to collect amounts owing on delinquent Charges. Water Service Charges for the irrigation season shall not be reduced for the period during which water is shut off pursuant to this section.

#### **SECTION 4.2.5. RESTORATION OF SERVICE**

Reconnection of Water Service after termination for nonpayment may be made provided the account is paid in full prior to the restoration of service. A \$100.00 reconnection fee will be charged after an account has been terminated for non-payment and will be PAID prior to reconnection. After payment of all outstanding Charges, the District will restore Water Service to the Water User as soon as possible, but no later than three working days after full payment of the account and a request for reconnection is made.

# CHAPTER 5

## WATER SYSTEM EXTENSIONS

### ARTICLE 5.1. CONDITIONS OF EXTENSIONS

#### SECTION 5.1.1. PURPOSE

One purpose of these Regulations is to provide for the orderly development and extension of the District's Facilities, including providing a Developer with some reimbursement for costs incurred in expanding the District's water system and to provide a method of compensating the District for added operation and maintenance costs resulting from an Extension.

#### SECTION 5.1.2. EXTENSION REVIEW

- (a) Prior to District Approval of an Extension that will be used to serve, or is contemplated in the future to serve, four or more Parcels, a District review of the proposed Extension will be completed. This review, financed by the Developer, will determine if it will be necessary for the Developer to expand a portion of existing District Facilities and whether it is in the best interest of the District to own and maintain any required Extension.
- (b) The Developer will be required to submit to the District sufficiently developed plans of the proposed Extension to determine if the Extension would affect the operation or maintenance of existing District Facilities. If, in the opinion of the District, an actual or potential conflict exists, the Developer must modify the Extension plans to the District's satisfaction. The construction of an Extension may not be started until the District, or its engineer has approved the final plans in writing and the Developer has paid any outstanding Charges and deposits due the District.
- (c) No Water Service will be provided to any Extension until the District conducts any plan checks and field testing it deems necessary to confirm that the approved plans have been followed in constructing the Extension and that the Extension is safe and will operate as designed.

#### SECTION 5.1.3. PRIVATELY OWNED EXTENSIONS

If after its review, the District determines that a proposed Extension should be privately owned and maintained, the Developer must make satisfactory arrangements with the District to assure that the Extension is constructed and Operated in a safe and efficient manner and in accordance with the requirements of this Article and Article 3.5 of these Regulations.

#### **SECTION 5.1.4. DISTRICT OWNED EXTENSIONS**

If the District determines that it would be in the best interest of the District to own a proposed Extension, the Developer will be notified of this decision and will be required to follow the procedures provided in the remaining portion of this Article.

### **ARTICLE 5.2. DESIGN AND FUNDING OF EXTENSIONS**

#### **SECTION 5.2.1. OTHER DESIGN CONSIDERATIONS**

An Extension that will be turned over to the District will be designed in accordance with the District's specifications. Those specifications will include requirements for earth compaction, side slope stability, maximum allowed velocities, canal freeboards, berm widths, permissive radius curves, minimum pipe sizes and materials, required appurtenances and additional structures, and other details necessary to minimize operation and maintenance problems. The District shall have the sole and final discretion to determine the requirements and specifications of the Extension, including determining if all or specific portions of the Extension must be piped or lined.

#### **SECTION 5.2.2. EXTENSION AND FUNDING AGREEMENT**

- (a) Upon written approval of the plans and specifications for the proposed Extension, the Developer must enter into an extension and funding agreement with the District. The agreement shall ensure that construction of the Extension will be in accordance with District-approved plans and specifications and require the conveyance of the Extension to the District after its completion. Standard provisions covering a labor and material bond, maintenance bond, insurance and other requirements will be provided. Special provisions also may be included in the agreement as deemed necessary or desirable by the District.
- (b) Except as otherwise provided in these Regulations, all costs related to the construction of an Extension, including the cost of engineering and inspection services, legal services, staff time, and related items necessary to entitle, design, construct and deliver an Extension shall be the sole costs of the Developer. In addition, if the District requires the developer to upsize the Extension for District purposes, the District shall pay the incremental cost of the upsized facilities. The District reserves the right to require any Developer applying to construct an Extension to provide advance deposits to cover the District's costs and to require the replenishment of such deposit on terms acceptable to the District as set forth in the extension and funding agreement.

## **CHAPTER 6**

### **INTERFERENCE WITH DISTRICT FACILITIES**

#### **ARTICLE 6.1. UNAUTHORIZED DIVERSION OF WATER**

##### **SECTION 6.1.1. DIVERTING WATER**

Under California Water Law, the District has control of all water developed under its water rights, including recapture of return flows, which is transported in District Facilities and natural watercourses, such as streams, Within District. No diversions of water from District Facilities or natural watercourses will be permitted unless the District has approved the manner of diversion and such diversion complies with the provisions of these Regulations. All Water Users taking delivery of water from any District Conduit must take such deliveries through Service Outlets approved by the District. Service Outlets must be constructed so as not to permit the flow of water to exceed the amount allotted to each Water User. Should any Water User take water from a District Conduit in excess of the amount allotted to that user, the Board shall have the right to remove or lock-off the Water User's Service Outlet.

##### **SECTION 6.1.2. UNAUTHORIZED TAKING OF WATER**

Unauthorized connections or the taking of water by any means in an amount greater than applied and paid for, is subject to penalties imposed by the District. For any Water Theft violation that is committed via Meter Tampering, the penalty will be \$130 for the first violation, \$700 for a second violation within one year of the first violation, and \$1,300 for the third and each additional violation within one year of the first violation.

For all other forms of Water Theft, the penalty will be \$1,000 for the first violation, \$2,000 for a second violation within one year of the first violation and \$3,000 for the third and each additional violation within one year of the first violation.

If the Water User violates this section, the District reserves the right to remove or lock-off the Water User's Service Outlet. Reinstatement of Water Service will be subject to a petition by the Water User to the Board, which may deny the petition or grant it with such terms and conditions as the Board deems appropriate in the circumstances. The foregoing procedure shall be in addition to the District's right to seek criminal prosecution and the right to refuse service to the Water User for any other reason permitted under these Regulations.

### **SECTION 6.1.3. UNLAWFUL ACTS**

In addition to the remedies the District may impose for any violation of these Regulations, the District may file a complaint with the Yuba County District Attorney for criminal prosecution of any action related to the misuse of District water supplies or District Facilities that is deemed illegal under California law. Attention is called to the following sections of the Penal Code that prohibit interference with or taking of water from any District Conduit without permission of the District, or to dump rubbish, filth, or any noxious or hazardous substance into a District Conduit:

Section 498: Stealing water, taking water without authority, making unauthorized service connections or tampering with water service facilities or property.

Sections 592 & 624: Interference with Conduits or reservoirs.

Section 607: Injuring hydroelectric generation facilities.

Section 625: Taking water after works have been closed or meter sealed.

## **ARTICLE 6.2. UNAUTHORIZED PHYSICAL ENCROACHMENT**

### **SECTION 6.2.1. NOTIFICATION AND PENALTY**

The District may compel the owner of any unauthorized Physical Encroachment on a District Conduit, Facility, easement or right-of-way to remove the encroachment. Upon determining that an encroachment exists, the District shall notify the owner of the unauthorized Physical Encroachment, in writing, of the owner's need to apply to the District for issuance of either a written authorization and/or an encroachment permit, as deemed appropriate by the District. Such notification shall be delivered by District to the owner of the unauthorized Physical Encroachment by registered United States Mail, return receipt requested. If the owner of the encroachment fails to respond to the District's notice within 14 days from the time the District deposits the notice in the United States Mail, then the District may remove or cause the removal of the unauthorized Physical Encroachment at the owner's sole cost and expense. Upon removal, District shall send a bill for the costs of removing the unauthorized Physical Encroachment to the owner, which shall be paid within 30 days of District's mailing the cost bill. Should the District determine that the owner of the unauthorized Physical Encroachment refuses to either remove the encroachment or to make proper application to the District to permit the encroachment; the District may assess a penalty of \$100.00 against the owner of the unauthorized Physical Encroachment in addition to any other remedies provided in these Regulations.

**SECTION 6.2.2. FENCES, LANDSCAPING AND OBSTRUCTIONS**

No fence, structure, road, or other obstruction, including trees and shrubs, shall be installed or erected upon, along, over or across any canal bank or any right-of-way of any Conduit belonging to the District, unless such obstruction is first authorized by an encroachment permit issued by the District.

**SECTION 6.2.3. DUMPING**

No material affecting the quality, or the transportation of water shall be placed, dumped or be permitted to drain into any District Conduit or Facility. Obstructing the flow of water by dumping any foreign material, trash, noxious or hazardous materials or substances or by the scattering of noxious weeds, plants, grasses or other organic materials, or permitting any such matter to roll, slide, flow, or be washed or blown into a District Conduit or Facility is strictly prohibited. Any Water User found guilty of violating this prohibition against dumping may lose their right to receive Water Service for the remainder of the irrigation season. In addition, any Person found to have violated this prohibition may be subject to criminal prosecution and suit by the District for any damage caused by such dumping.

**SECTION 6.2.4. DAMAGE TO DISTRICT FACILITIES OR PROPERTY**

Any Person causing damage of any kind to a District Facility or District property will be liable for all such damage and must pay the full cost to repair or replace the damaged Facility or property. If the Person causing the damage is a District Customer, the District shall bill the Customer for the amount required to repair or replace the damaged Facility or property and the District shall have the right to terminate or refuse service to the Customer if the bill is not paid within thirty (30) days of its mailing. If the Person is not a District Customer, the District shall bill the Person for the amount required to repair or replace the damaged Facility or property and if the bill is not timely paid, the District shall collect the amount owing using any remedy permitted by law.

**CHAPTER 7**

**DISTRICT RIGHTS IN PROPERTY**

**ARTICLE 7.1. ACCESS, RIGHT-OF-WAY AND PROPERTY MANAGEMENT**

### **SECTION 7.1.1. DISTRICT ACCESS TO FACILITIES AND LAND**

Each Landowner irrevocably licenses the District and its authorized officers, employees, contractors, and agents to enter upon the Landowner's Premises by means of any available road or established right-of-way, or if no such road or right-of-way is available, by such route or routes as shall cause the least damage and inconvenience to the Landowner and his or her Premises. The District's right of ingress and egress shall not extend to any portion of a Landowner's Premises that is not necessary for access to or from District Facilities. The District's right of access shall be for the purpose of inspecting, measuring, surveying, installing, operating, maintaining, repairing, replacing, controlling, or regulating any District Conduit, Facility, easement or right-of-way. Means of access shall be by foot, vehicles or other equipment Operated or under the control of the District.

### **SECTION 7.1.2. PRIVATE FACILITIES**

District officers, employees, contractors, and agents shall have the right of ingress and egress to Private Facilities maintained on any Customer Premises at reasonable hours for any purpose reasonably related to the furnishing of Water Service to such facilities and for the exercise of any and all rights of the District concerning such facilities provided by law or these Regulations, including inspection of the Private Facilities' piping and equipment as to compliance. Owners of Private Facilities shall provide and maintain reasonable access to all such equipment.

### **SECTION 7.1.3. LAND SURVEYS**

Pursuant to California Civil Code section 846.5, Landowners in the District are required to admit to their lands any registered land surveyor hired by the District to conduct surveys and investigate boundary evidence for any legally authorized purpose. In addition, District officer, employees, contractors, and agents may enter upon the land of any Customer for the purpose of make surveys and determining the location of any Facility in accordance with Section 7.1.1 above.

### **SECTION 7.1.4. PRESCRIPTIVE EASEMENTS**

The District has, through the operation and use of certain portions of its water system for long, open, continuous and notorious periods, acquired certain property rights in certain lands Within District. These prescriptive rights generally pertain to the use of Conduits, Facilities and roads for which District usage has been developed over a substantial period of time and for which no recorded deed, easement right-of-way or other property right exists.

### **SECTION 7.1.5. SPILL CHANNELS**

The District has the right to utilize natural watercourses, ravines, and randoms for the transmission of District controlled water, or for use for spillage or excess of storm water runoff. The use of such natural watercourses can take place at any time and without notice



to the affected Landowners. A Landowner should not perform any construction within the bed or banks of a natural watercourse or random without first determining the extent and frequency of District use of said watercourse by contacting the District office.

#### **SECTION 7.1.6. QUITCLAIMS**

A Parcel may be encumbered with an easement granted to the District, which contains no District Facility and is not otherwise used by the District. A Landowner of a Parcel burdened by an unused District easement may apply to the Board for the execution of a quitclaim deed that conveys the unused easement back to the landowner. If the application is approved by the Board, the Applicant shall pay all Time and Material Charges associated with developing and processing the quitclaim deed, including any staff time, legal fees and filing fees.

#### **SECTION 7.1.7. VEGETATION CONTROL**

District officers, employees, contractors, and agents shall have the right to apply herbicides within the District's water system and rights-of-way to control both aquatic and terrestrial vegetation. The District applies only pesticides approved by the state and federal authorities for vegetation control purposes in the manner prescribed on the label.

### **ARTICLE 7.2. PRIVATE ROADS**

#### **SECTION 7.2.1. ROUTINE USE**

The District shall not provide Road Maintenance on Private Roads except as required for District vehicles and equipment that may use the road on a routine basis for ingress and egress purposes. Road Maintenance by the District shall be limited to that required to keep a road in a usable condition for District use only. The owner of the road shall be responsible for any additional maintenance of a Private Road to accommodate the owner's purposes.

#### **SECTION 7.2.2. SPECIFIC DAMAGE**

When specific, identifiable damage is done to a Private Road by the District's vehicles or equipment, the District shall restore the road to an equal condition as existed before the damage occurred.

#### **SECTION 7.2.3. DISTRICT CONTRIBUTION**

Any request for District participation in the cost of maintaining Private Roads must be made in writing to the Board. The written request must contain information as to the road mileage involved, type of surface to be maintained, and the amount being requested from

the District. Upon District Approval of a contribution toward Road Maintenance, the following formula will be used to compute the District's participation. The mileage shall be based on the preceding year's usage. The formula shall be reviewed every 5 years.

Road miles per trip x trips per day x number of days per year = Mileage per year x 10 cents  
= District Contribution

Minimum = \$50.00 / Maximum = \$300.00

#### **SECTION 7.2.4. RIGHT-OF-WAY AGREEMENTS**

Nothing in these Regulations shall supersede or conflict with any responsibilities of the District regarding maintenance of Private Roads which have been set forth in a valid right-of-way agreement.

#### **SECTION 7.2.5. DISTRICT ROADS**

Any roadway within a District easement, even though the roadway may be used by others, shall be maintained only to the condition required for the District's use. In the event that such roads may be upgraded by other parties for their use, the District shall not be responsible for damages to the upgraded road caused by District vehicles or equipment. Restoration of an upgraded road shall be at the sole discretion of the District for the use of District equipment and vehicles; provided that another user of the road may request the road be upgraded to the user's standards at the user's sole expense.

## **CHAPTER 8**

### **ENFORCEMENT OF REGULATIONS**

#### **SECTION 8.1.1. GENERAL**

The District, Board, General Manager and employees shall not be liable for any damages resulting from the proper enforcement of any or all of these Regulations. The General Manager shall enforce the provisions of these Regulations and will provide explanations and information to the Board and Customers as may be necessary and proper in connection with them. The General Manager may also make minor modifications to the forms described in these Regulations.

#### **SECTION 8.1.2 PENALTY FOR VIOLATION**

A refusal to comply with any of these Regulations or interference with the proper discharge of duties under them by any officer, employee, contractor, or agent of the

District shall be considered good cause by the District for terminating Water Service or any other service to any Customer who commits such a violation. Before taking any action for a violation of these Regulations, the District will serve on the Customer a written notice of violation, including a description of the violation and the action requested by the District to correct it, and permit the Customer a reasonable opportunity to correct the violation.

**SECTION 8.1.3. TERMINATION FOR NON-PAYMENT**

Any Water User who does not pay any Charges imposed by the District or whose account becomes delinquent is subject to termination of Water Service as provided in Section 4.2.3 of these Regulations.

