

REDWAY COMMUNITY SERVICES DISTRICT
WATER ORDINANCE NO. 7:
AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS
FOR WATER SERVICE.

Approved by RCSD Board

Date: June 19, 2025

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ARTICLE 0 PURPOSE AND POLICY

Sec. 0.1 Purpose.

This Water Ordinance sets uniform requirements for providing public water supplies by Redway Community Services District (hereinafter referred to as "District") to its customers and enables the District to comply with drinking water supply requirements set by the California Department of Drinking Water and the U.S. Environmental Protection Agency. The purpose of this ordinance is to provide for maximum possible beneficial public use of the District's water supply facilities through adequate regulation of water supply and usage, and to provide procedures for complying with requirements placed upon the District by other regulatory agencies.

Sec. 0.2 Scope.

This ordinance shall be interpreted in accordance with the definitions set forth herein. The provisions of this ordinance will apply to the supply of water to District customers through the District's Water Infrastructure. This Ordinance provides for the setting of user rates, charges, and fees for the equitable distribution of water supply costs among all District customers. It also provides for an Application for Water Service procedure for new customers which procedure allocates the District's limited water supply to new customers dependent upon the then current capacity of the District to supply water to customers in the amounts applied for. This ordinance also provides for the regulation of water connection construction in areas within the District, the use, inspection and relocation of water meters, water rate billing procedures, and methods of enforcement of the requirements of this Ordinance.

The District Standard Specifications and Standard Details are hereby made a part of this Ordinance including other standards and codes referenced herein and referenced in the Standard Specification and Details. The Standard Specifications and Details are "Dynamic" documents and shall be revised periodically to reflect changing regulations, design and construction methods, materials and test/inspection procedures. Revisions to the Standard Specifications and Details will not require this Ordinance to be modified.

Article 1 - DEFINITIONS

Sec 1.1 Applicant

Shall mean any person or group of persons who initiates a request for water service from the District by filing an application for water service or a water installation. The applicant shall be the owner of the premises to be served by the water facilities for which the application is filed, or the authorized agent of the owner.

Sec 1.2 Board

Shall mean the Board of Directors of the District.

Sec 1.3 Connection

Shall mean the pipeline and appurtenant facilities such as the curb stop, meter and meter box used to extend water service from a water main to a customer's premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

Sec 1.4 Connection Fees

Shall mean a one-time charge paid when a new connection is made to the District Water System. The fee is based on the capital cost of capacity and represents a reimbursement to the District's ratepayers for providing available capacity to future users of the water system. By paying this fee new customers have participated equally with existing rate payers in sharing the capital cost of water system capacity.

Sec 1.5 Cost

Shall mean the cost of labor, material, transportation, supervision, engineering, consultants, attorneys and all other necessary overhead expenses.

Sec 1.6 Cross-Connection

Shall mean an unprotected actual or potential physical connection between the District's potable water system used to supply water for drinking purposes and any other source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable, whereby water from the unapproved source may be drawn into the District's water distribution system and expose drinking water to contamination or pollution due to the backflow or back-siphon of contaminants or pollutants through the water service connection.

Sec 1.7 Customer

Shall mean an individual, company, association, partnership, or public or private corporation to whom the District provides water service. The customer shall be the owner of the premises to which the water is provided.

Sec 1.8 Customer Lateral

Shall mean the customer's water supply facilities necessary to serve water from the connection of the District's water supply facilities at the meter assembly to the building(s) intended to receive water located on the customer's premises.

Sec 1.9 District

Shall mean the Redway Community Services District its Directors, officers, staff or authorized representatives.

Sec 1.10 Main

Shall mean water lines in streets, highways, alleys, and easements used for public and private fire protection or for general distribution of water for residential, irrigation, industrial, and municipal purposes.

Sec 1.11 Meter

Shall mean any device used for measuring the quantity of water delivered to a customer.

Sec 1.12 Meter Box

Shall mean a plastic or cement utility box owned by the District and used to house and protect the water meter and angle meter stop, which is a valve on the District's side of the water meter used to shut and lock off water service to a customer's premises.

Sec 1.13 Non-potable

Shall mean water which does not meet the drinking water standards as specified under the California Safe Drinking Water Act. Non-potable water includes recycled water, which is wastewater which has been treated in order to be suitable for uses other than potable uses; and untreated water meaning raw surface or groundwater that has not been treated and does not meet drinking water standards.

Sec 1.14 Notice of Completion

Shall mean the legal notice recorded by the District with the County Recorder upon completion of a project.

Sec 1.15 Owner

Shall mean the person owning the fee or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession, or the executor, administrator, guardian, or trustee of the owner.

Sec 1.16 Potable/Treated Water

Shall mean water which has been treated to meet the drinking water standards specified in the California Safe Drinking Water Act.

Sec. 1.17 Person

Shall mean an individual or a company, association, co-partnership, trust, or public or private corporation.

Sec 1.18 Premises

Shall mean a lot or parcel of real property, or contiguous lots or parcels of real property under one ownership, including easements appurtenant to such premises.

Sec 1.19 Street

Shall mean any public highway, road, street, avenue, alleyway, public place, public easement, or right-of-way.

Sec 1.20 Private Fire Protection Service

Shall mean water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and water available, therefore.

Sec 1.21 Public Fire Protection Service

Shall mean the service and facilities of the entire water supply, storage, and distribution system of the District used for public fire protection, including the fire hydrants affixed thereto, and the water available for fire protection, excepting residential service connections.

Sec 1.22 Regular Water Service

Shall mean water service and facilities rendered for normal residential, commercial and industrial facilities or purposes on a permanent basis, and the water available, therefore.

Sec 1.23 Commercial Agriculture Water Service

Shall mean water facilities and service delivered and used for the growing and raising of agricultural, horticultural and/or floricultural products in conformity with recognized practices of husbandry, for the purposes of commerce, trade or industry. This service provides agricultural customers with either potable or nonpotable water depending on availability. These customers must have an

agricultural operation involving a minimum of five acres of land in the case of outside cultivation, or a minimum of (to be determined) square feet in the case of indoor cultivation.

Sec 1.24 Temporary Water Service

Shall mean water service and facilities rendered for construction work and other uses of limited duration as established by the District on a case-by-case basis and water available for such uses.

Sec 1.25 District Engineer

Shall mean the Engineer employed and acting for the Board of Directors and shall be a Registered Civil Engineer.

Sec 1.26 Permit

Shall mean any written authorization required from the District pursuant to this or any other regulation of the District for the installation of any water service.

Sec 1.27 Applicant

Shall mean the person making application to the District for a permit for a water service installation, who shall be the owner of premises to be served by the water service for which a permit is requested, or his authorized agent.

Sec 1.28 Contractor

Shall mean any individual, firm, corporation, partnership, or association duly licensed by the State of California to perform the type of work to be done under the permit.

Sec 1.29 Single Family Living Unit

A living unit shall mean any residence that is lockable from other units in the house, trailer, recreational vehicle, mobile home, habitation, or other structure customarily occupied by a person or family containing bath and kitchen facilities.

Sec 1.30 Multiple Service Connection,

When more than one service connection is placed on the same parcel of property and each is conducting a separately established residence or business, a capital cost fee and/or water meter may be installed for each occupancy required.

Where there is a preexisting multiple use service from one meter, there will be additional accounts and charges for each additional commercial, professional, dwelling, or living unit situated upon the premises not served by an individual meter, and the cost shall not be less than the established minimum for each such use.

Sec 1.31 Water Service Connection

Shall mean the physical water facilities owned by the District including those consisting of the following:

- (a) The service lateral assembly, which includes the tap to the main, connection valve, service lateral, and curb stop which connect the water main to the meter.
- (b) The meter assembly, which may include the meter, meter box and vault, a valve on the customer's side of the meter, and a backflow device.

Water service connections extend water service from the distribution main to the meter by means of a District owned service lateral, and from the meter to the premises by means of a Customer Lateral pipeline. Where services are divided at the curb or property line to serve several customers, each such branch of service shall be deemed a separate service requiring a separate meter.

Sec 1.32 Accessory Dwelling Units

An accessory dwelling unit ("ADU") is an attached or detached residential dwelling unit built on a lot with existing or proposed housing and provides complete independent living facilities for one or more persons. It shall include permanent facilities for living, sleeping, eating, cooking, and sanitation on the same parcel of property as a single family or multifamily dwelling is or will be situated. An ADU may be constructed as (1) detached from the primary residential structure, (2) attached to the primary residential structure, (3) conversion of existing space in a primary residential structure such as master bedroom, attached garage, storage area or similar area; or (4) conversion of the space within a separate accessory structure on the same parcel such as a detached garage, barn, pool house, studio or other similar structure the use of which is incidental to the use of the primary residential structure on the parcel.

Sec 1.33 Single Family Residence Equivalency (SFRE)

A volume of monthly water use as defined in the RCSD Water Use Evaluation by Water Works Engineering January 15, 2016.

Sec 1.34 Use/Unit Equivalency

Use/ Unit equivalency rates are based upon the nature of the business as it relates to the potential impact of water use on the district's system and its water capacity, as well as the number of staff/occupancies, and the number of additional sinks, toilets and tubs/showers.

Residential use/unit equivalency rates are based on a single-family residence. Each residence, whether separate or connected to another residence will be considered a unit for billing purposes.

Sec 1.35 Additional Definitions

For the purposes of this ordinance, additional terms shall have the meaning indicated in Chapter 1 of the most recent edition of the "Uniform Plumbing Code" adopted by the International Association of Plumbing and Mechanical Officials.

Be it ordained by the Board of Directors of the Redway Community Services District, Humboldt County, California, as follows:

ARTICLE 2 GENERAL RULES

Sec 2.1 Short Title

This ordinance shall be known as and may be cited as the Redway Community Services District Water Code.

Sec 2.2 Rules and Regulations

The following rules and regulations respecting provision of water and connections to the water supply, storage, and distribution facilities of District are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

Sec 2.3 Purpose

This Ordinance is intended to provide certain minimum standards, provisions, and requirements for design, methods of construction, and use of materials in water facilities and water service connections hereafter installed, altered, or repaired. This Ordinance shall not apply retroactively and in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein.

Sec 2.4 Words and Phrases

For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

Sec 2.5 Water system

The District's water system consists of all facilities, improvements and system components used for and useful in obtaining, conserving, and distributing water for public and private uses, including all parts of the system, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

Sec 2.6 Separability

If any section, subsection, sentence, clause, or phase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Sec 2.7 Pressure Conditions

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high-pressure conditions or interruptions in service.

Sec 2.8 Maintenance of Water Pressure/Interruption of Service

The District shall not be responsible for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs due to natural disasters or other circumstances beyond the District's control. Customers that are dependent upon a continuous supply should have independent emergency storage. The District shall not be liable for damages that may result from an interruption in service from a cause beyond the control of the District. Temporary shutdowns may be made to make improvements and repairs. Whenever possible all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage, pressure increase or loss, insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war, or any other cause not within its control.

Sec 2.9 Tampering with District Property

No one, except a certified employee or representative of the Board with a certified employee, shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of the Districts' system, or interfere with meters or their connections, street mains, or other parts of the water system.

Sec 2.10 Penalty for Violation

For the failure of the customer to comply with all or any part of this ordinance and any ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and the water shall not be supplied to such customer until they have complied with the rule or regulation.

Sec 2.11 Notice to Customers

Notice from the District to a customer will normally be given in writing, and either delivered or mailed to him/her at his/her last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

Sec 2.12 Correspondence from Customers

A customer or their authorized representative may present correspondence to the District Board of Directors or to the District Office

ARTICLE 3 General Use Ordinances

Sec 3.1 Efficient Water Use

All customers shall endeavor to use water efficiently, and not knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, which in the opinion of the District affects the general water service, the District has the authority to discontinue the service after giving written notice to the customer and to levy such penalties as may be permitted by law and the District's rules and regulations.

Sec 3.2 Responsibility for Facilities

All facilities installed by the District for the purpose of supplying water service shall remain the property of the District and will be maintained, repaired, or replaced by the District. The property owner shall use reasonable care in the protection of the facilities. Any person who damages such facilities, and any property owner who knowingly or negligently permits such damage to occur will be liable to the District and subject to applicable legal remedies as provided for under these rules and regulations and California law. No person shall place or permit the placement of any object in a manner which will interfere with the District's free access to its water service connection or access to a meter box which would interfere with reading of a meter. The District may require a property owner to convey an easement or right-of-way for the protection or maintenance of water system facilities located on private property.

Sec 3.3 Damage to Water System Facilities

The customer shall be liable for any damage to the service facilities when such damage is caused by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including but not limited to the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from tampering and hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for the costs of any such damage promptly on presentation of an invoice for such damages...

Sec 3.4 Customer Control Valve

The customer valve inside the meter box is provided to allow the customer to turn water off in case of emergencies. Said customer valve shall be the property of the District. The customer shall be responsible, at its sole cost and expense, for the operation, maintenance and repair of the customer valve and for any damage or liability that may arise in connection with the use of the customer valve.

Sec 3.5 Curb Stop

Every service connection installed by the District shall be equipped with a curb stop on the inlet side of the meter. The curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb stop is damaged by the customer's use, repair or replacement of the curb stop shall be at the owner's sole expense.

Sec 3.6 Changes in Customer's Equipment

Customers making any material changes in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application to provide for installation of a larger meter.

Sec 3.7 Damage from Leaking Pipes and Fixtures

When turning off the meter to a house or property which is vacant, the District will attempt to determine if water is running. If the water meter shows that water is running, the District will shut off the water at the customer valve. However, the District's jurisdiction and responsibility cease at the end of the service connection at the meter and in no case will the District be liable for damages caused by water running from open or faulty fixtures, or from broken or damaged pipes beyond the District's meter connection.

Sec 3.8 Backflow Protection and Cross-Connection Control Program

A. The purpose of this program is to: (1) protect the public water supply against actual or potential backflow due to cross-connections between the customer's water system and the source of contamination; (2) eliminate existing connections between potable drinking water systems, non-potable water systems and other sources of contamination; (3) prevent the making of cross-connections in the future; and (4) provide for a continuing program of backflow prevention and cross-connection control. The District's Cross Control Protection Program is attached hereto as Appendix A and incorporated herein by this reference.

B. It is the responsibility of the District to protect the public water supply system from contamination due to unprotected actual or potential cross-connections. It is the intent of the Cross-Connection Control Program to prevent such contamination in accordance with state law and regulations. It shall be the customer's responsibility to comply with the District's Cross-Connection Control Program requirements as a condition of receiving and continuing to receive water service. When, in the judgment of the District, a backflow prevention assembly is required to protect the public water system, it shall be the responsibility of the customer to install, test, and repair the backflow assembly at the customer's expense. Ownership of the backflow prevention assembly will remain with the customer.

C. The District adopts by reference the current California Code of Regulations entitled "Regulations Relating to Cross-Connections" as said regulations may be revised or amended from time to time (the "Regulations"), and the State Water Resources Control Board's Cross Connection Control Handbook, Standards and Principles for California's Public Water Systems (12/19/23) (the "Handbook").

D. The District is responsible for applying and enforcing the Cross-Connection Control Program. In doing so all state and local laws, regulations, codes and the Handbook will be followed as they may apply to the program. The District shall evaluate the degree of actual or potential health hazard to the public water system as may be created by all water services, both existing and new. This evaluation shall be conducted by onsite inspections and onsite re-inspections as needed. In conducting an evaluation of a customer's premises private wells will be considered an actual hazard to the public water system and appropriate backflow prevention will be required.

1. The type of protection that shall be provided to prevent backflow into the public water system shall be commensurate with the degree of hazard that exists, or has the potential to exist, on the customer's premises. The type of protective device that may be required includes double check valve assembly, reduced pressure principle backflow prevention device, and air gap separation. The customer may choose a higher level of protection than required by the District.

2. Backflow protection will be required on premises with the following: where hazardous substances are handled in any manner that may enter the potable water system; irrigation systems into which pesticides, herbicides or fertilizers may be injected; any unapproved auxiliary water supply; certain fire systems; where entry is restricted limiting inspections for cross-connections; and where there is a repeated history of cross-connections.

E. The customer shall own and is responsible for the installation, testing, repair and/or replacement of all backflow prevention assemblies at their expense as required by the District and backflow prevention assembly shall be installed in accordance with District standards. The customer is responsible to send the appropriate copy of the periodic test to the District in a timely manner along with all information on repairs and parts used. Testing of backflow prevention assemblies shall be conducted by competent backflow prevention assembly testers certified by the County of Humboldt and approved by the District. The customer shall not alter,

remove or replace any backflow prevention assembly without prior written approval of the District.

Sec 3.9 Gray Water Systems and Rainwater Collection Systems

Gray water systems shall comply with Title 24, Part 5 of the California Plumbing Code and any county regulations. To comply with California Code of Regulations Water System Protection Requirements, backflow protection on the customer's potable water meter will be required if the gray water or rainwater system is hard-plumbed into the distribution system or is connected by any means to an irrigation system existing on the property.

Sec 3.10 Special Cases – Unusual or Hazardous Materials

In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the back-flow preventive devices.

Sec 3.11 Pressure Relief Valves.

As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by the customer at the customer's expense when check valve or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

Sec 3.12 Interruptions in Service.

The District shall not be liable for damage that may result from an interruption in service from a cause beyond the control of the District.

Sec 3.13 Ingress and Egress

Representatives from the District shall have the right of ingress and egress over the customer's premises at reasonable hours for any purpose related to the provision of water service. The District shall provide employees with appropriate identification to be shown to the customer upon request.

ARTICLE 4 Conservation Ordinances

Sec 4.1 Water Shortage Contingency Compliance

All customers shall be required to comply with RCSD's Water Shortage Contingency Plan when activated by resolution of the board. Changes to the Water Shortage Contingency Plan may be made by resolution of the board to accommodate existing conditions of resource availability, system function or other emergency conditions.

Sec 4.2 Pools and Tanks.

When an abnormally large quantity of water is desired for filling a swimming pool or other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby. A copy of procedures will be given along with permission.

ARTICLE 5 APPLICATIONS FOR WATER SERVICE

Sec 5.0 Application Required

Each person applying for service connection or activation must complete an application in the manner and on a form prescribed by the District prior to making any connection (Existing building service connections, new construction for single family residences and small developments - no improvement of RCSD facilities or main extension required). Such application shall include a signed affirmation of the customer's willingness and intention to comply with this and other ordinances or regulations of the District relating to water service. The Applicant shall either be the Owner, or receive written permission from the Owner of the property to connect to the District's water distribution system,

The application shall contain the legal description of the property to be served and the Assessor Parcel Number of the property. The application shall be accompanied by a map or plot plan showing the location of all proposed connections. The applicant shall submit a copy of the plans and specifications submitted to the Humboldt County Building Department and any other plans and specifications and proposed water consumption estimates that may be required by the District in connection with the application. The application form is available at the District office. The District may modify application forms from time to time without modification to this ordinance.

The District will perform a feasibility evaluation and a capacity analysis of the applicant's Project based on the description of the Project and the estimated water demand of the Project specified in the application.

Sec 5.0.1 RCSD Capacity to Serve

Redway CSD's intent is to provide s water service to properties within the RCSD Service Area. From time-to-time demand for new connections to the District's water system may exceed the capacity of RCSD's existing infrastructure and/or water sources to provide services. Such lack of capacity may be due to a variety of factors including, but not limited to, water supply limitations due to drought; limitations in the District's water treatment system to provide sufficient amounts of treated water on a long-term or short-term basis as required by current customer demand and anticipated

demand from new connections; limitations imposed on the District's permits to provide water supply to its customers by state and/or federal authorities.

Sec 5.0.2 Capacity to Serve Determination

Should the District Engineer determine, after review of the Application, plans and specifications for the Project, Applicant's water usage estimates, and the District's water usage estimates for Applicant's Project that the District's water distribution or treatment system lack the capacity, or sufficient water supply, to meet the demands of Applicant's project, the Applicant will be notified in writing by District of such current lack of capacity. The Application will then be handled pursuant to the provisions of Section 4.4.0 (formerly section 4.19) of this Ordinance. If, on the other hand, the District Engineer determines that the District's water distribution and/or treatment systems provide sufficient capacity and water supply to meet the demands of Applicant's Project, the Applicant will be provided a Will Serve letter pursuant to Section 4.2.0 hereof, and will be required to execute a Water/Sewer Connection Agreement with the District as provided in Section 4.3.0.

Sec 5.0.3 Application Fees

Application fees are charged for the District Engineer to perform a feasibility evaluation and capacity analysis of the Applicant's Project and for the District to open a file for the applicant. The amount of the application fee is set forth in the Appendix B (Water Ordinance Rates and Charges) of this Ordinance. These fees are non-refundable. These fees represent reimbursement of the costs incurred by the District in initially evaluating the feasibility of supplying water to the applicant's project as described in the application and are payable at the time of the submission of the Application.

Sec 5.0.4 Payment for Previous Service

An application will not be honored unless payment in full has been made for water service previously rendered to the property that is the subject of the application, and any other premises owned by the applicant located within the jurisdictional boundaries of the District.

Sec 5.1.0 Service Applications Categories

Applications for RCSD Water Service will follow processes appropriate to the projects being proposed.

A simple reactivation of service for an existing connection will follow a different course than new construction involving small residential or commercial projects, or a large project involving a subdivision consisting of many residential units or large commercial or industrial projects.

Therefore, the District considers several types of development classifications, and each classification will require slightly different application processing procedures. A list of new connection

classifications is specified below. The criteria to determine which path an application to provide service to new construction will follow are as follows:

1. Single Family Residential Classification

- A Project involving new construction involving 4 or less single-family residential dwelling units, or a multiple housing unit with four (4) or less residential units; or
- A commercial or industrial project comprising 1500 sq. ft. or less of floor space.

Upon approval of the Application by the District, the applicant will be required to enter into a Water/Sewer Connection Agreement with the District pursuant to Section 4.3 hereof. This is the least restrictive development classification.

2. Small Development Classification

- A Project involving new construction involving 5 or more single family residential dwelling units, or a multiple housing unit with 5 or more residential units; or
- A commercial or industrial project comprising more than 1500 sq. ft. of floor space; or

A residential, commercial or industrial project requiring the Applicant to construct new water system improvements to be incorporated into the District's water system and dedicated to the District.

Upon approval of the Application by the District, the applicant will be required to enter into a Water/Sewer Connection Agreement with the District pursuant to Section 4.3 herein which incorporates the provisions of the Operations Plan.

3. Large Development Classification

A Project satisfying all of the criteria of the Small Development Classification which also meets the following criteria: (1) a Tentative and Final Subdivision Map is required by the County; and/or (2) environmental review and documentation is required under CEQA consisting of either an Environmental Impact Report (EIR) or a Mitigated Negative Declaration; and/or (3) the Project is located outside of the District's jurisdictional boundaries and annexation into the District is required; and/or (4) the Project's projected water demand on the District's Water System exceeds the amount of (need amount).

3. Large Development Classification

Proposed Large Developments will complete an initial application and move directly to a review by the RCSD Board of Directors and commencement of negotiations upon a Development Agreement between the Applicant and the District. Large Developments will

not receive a Will-Serve letter from RCSD until approved by the RCSD Board. A description of the process required for approval of Large Developments can be found as Appendix E Large Development Process of this Ordinance.

4. Commercial Agriculture Producer Classification

A Project involving the use of a building(s) and/or property for the growing and raising of agricultural, horticultural and/or floricultural products including cannabis in conformity with recognized practices of husbandry, for the purposes of commerce, trade or industry. This water service provides agricultural customers with either potable or nonpotable water depending on availability. These customers must have an agricultural operation involving a minimum of one half acre of land in the case of outside cultivation, or a minimum of 500 square feet in the case of indoor cultivation. Projects within this classification are subject to special requirements consisting of (1) a water use forbearance period from May 15 to October 1 during which time the District lacks water system capacity to serve the Project and will limit an applicant's water usage to less than or equal to 500 CU/FT per month during the forbearance period; and (2) a water usage cap on the amount of water to be provided to the Project by the District to no more than 12,200 CU/FT per year. If it is necessary for the Board to declare a water conservation emergency before May 15 in any year, the forbearance period will begin on the date that the water conservation emergency declaration goes into effect.

Projects within this classification are required to submit with the application an Operations Plan prepared by a certified Professional Engineer which addresses the following issues: (1) project description including but not limited to amount of indoor and/or outdoor space dedicated to cultivation; number of growing cycles to be harvested each year; anticipated sources of electricity, water and refuse collection; hours of operation; (2) a cultivation plan which addresses characteristics of the plant beds; amount and method of disposal of drainage from planting beds; sources of plants to be cultivated; usage plan for grow lights including hours of operation; methods of mixing water with nutrients, description of all nutrients and fertilizers to be used, and methods of application of water and nutrients to plants; methods of pest control including pest control agents to be used; odor control measures; methods of storage and disposal of plant waste products; nature and extent of plant processing or drying; (3) an employee plan outlining the number of employees and whether full time or part time and what PPE will be provided to employees; (4) water source, storage and anticipated water demand, including number and capacity of mixing tanks, storage tanks, and dehumidifiers; anticipated daily, monthly and annual water use; anticipated daily, monthly and annual water sourced from recycled water from

dehumidifiers, water storage tanks on site, and to be supplied by the District; methods for sourcing water during the water use forbearance period; and methods for complying with the District's annual water supply cap; (5) a security plan in cases of cannabis cultivation; (6) noise sources and mitigation measures; (7) parking and road plans; (8) light pollution and control; (9) nature and extent of usage and storage of hazardous materials; (10) sewage disposal and waste management plan.

Upon approval of the Application and the Operations Plan by the District, the applicant will be required to enter into a Water/Sewer Connection Agreement with the District pursuant to Section 4.3 hereof which incorporates the provisions of the Operations Plan.

Sec 5.1.1 Existing Connections

Activation of an Existing Connection to the District requires applicant to submit an application pursuant to Section 5.0 and to sign a Water/Sewer Connection Agreement pursuant to Section 5.3 hereof.

Sec 5.1.2 Modification of Connections

These projects also require that the applicant submit an Application pursuant to Section 4.0 and to sign a Water/Sewer Connection Agreement pursuant to Section 4.3 hereof. These projects will require submission of project plans and estimated water use as part of the contents of the Application. The District will prepare a feasibility analysis including an estimate of the impact of the modification of the connection to the District's capacity to serve the requested demand of the applicant. Such a feasibility analysis may include evaluation of changes in water use, service to separate structures, and review of changes in equipment, operations or water demand or projected usage. A finding in such a feasibility analysis that such a project will have a "significant impact" on water usage may require installation of a separate meter and payment of a separate connection fee. Projects with projected water use that remains within a 100% variation from calculated SFRE volumes for the existing connection will not be deemed to have significant impact.

However, determination of Significant Impact and/or modification of connections to provide for a detached ADU or other multiple dwelling units on a single parcel may require installation of an individual unit meter and payment of a separate connection charge for each newly constructed detached ADU or other multiple dwelling unit on a single parcel under single ownership.

Sec 5.1.3 Application for Access to Public Water System

An application is also required prior to uncovering, making any connection with, opening into, using, altering, or disturbing the District's public water system, service meter box, or any appurtenances thereto.

Sec. 5.2.0 Will Serve Letters (Caveats)

When the review of the Application by the District is complete and the District has determined that the District's water system has the capacity to provide sufficient water supply and treatment to meet the demands of Applicant's Project as specified in the application, the District will provide a Will-Serve letter to each applicant for water service certifying that the District is willing to provide water services to the applicant subject to the availability of water at the time of the Applicant's request for connection to the District's water distribution system, and subject to the District having sufficient capacity to accept new connections to its water distribution system at the time that the Applicant requests connection of the Applicant's premises to the District's water distribution system. All such Will-Serve letters shall be subject to the following conditions:

Sec. 5.2.0.1 Ownership or Written Permission

That the Applicant either be the Owner or receive written permission from the Owner of the property to connect to the District's water distribution system, which written permission shall constitute a part of the Application filed by the Applicant.

Sec. 5.2.0.2 Executed Development or Water/Sewer Connection Agreement

That the Applicant execute a Water/Sewer Connection Agreement with the District in the form provided by District as described in section 4.3 of this Ordinance (hereinafter referred to as the District Agreement).

Sec. 5.2.0.3 County Building Permit

That the Applicant secure a building permit from the County of Humboldt for any improvement project on the premises that will be connecting to the District's water distribution system and be ready to commence construction within sixty days after execution of the District Agreement.

Sec 5.2.0.4 RCSD Commitment Limits

That the District's commitment to provide water to the Applicant's premises is limited to the water demand associated with those improvements to the premises that are specified in the Application submitted by the Applicant to the District and specified in the District Agreement. The District's commitment to provide water for the Applicant's Project is also conditioned upon both the availability of sufficient water to serve the Applicant's Project at the time Applicant requests physical connection of the Project to the District's water system, and the District having sufficient capacity to accept new connections to the District's water system at the time the Applicant requests physical connection to the District's water system

Sec. 5.2.0.5 RCSD Fire Flow Commitment Limited to Existing Conditions

That the District's commitment to provide fire flow services to the Applicant's premises is limited to the storage and pressure conditions existing in the District's distribution system at the time the

District Agreement is as executed by all parties. The District's commitment to provide fire flow services is also conditioned upon the Applicant securing written approval for fire flow requirements to Applicant's premises from the local public agency having jurisdiction over the fire protection standards governing Applicant's premises and submission of a copy of such written approval to District.

[Sec. 5.2.0.6 Applicant Commitment to Water Shortage Contingency Plan](#)

That the Applicant commit to observing the District's Water Ordinance and Water Shortage Contingency Plan regarding water shortages when such conditions are in effect.

[Sec. 5.2.0.7 Payment of Connection Fee](#)

That the Applicant pay a water connection fee for connection to the District's water system in the amount in effect when the District Agreement has been executed by all parties, all plans for improvement projects to Applicant's premises have been approved by the County, all improvements comprising the Applicant's Project including have been completed and inspected by District, and Applicant is ready to physically connect to the District's water distribution system. During such times as a water shortage condition has been declared by the District, or when the District lacks sufficient water supply and/or distribution capacity to serve the Applicant's premises, the time when water connection fees must be paid will change pursuant to the District Policy regarding Procedures for Allocation of Water Supply and Distribution Capacity in Times of Limited Capacity detailed at Section 4.4 of this Ordinance.

[Sec. 5.2.0.8 Completed Construction / Final Inspection](#)

That the Applicant complete construction of all main extensions or other improvements to the District's water distribution system required by District to the satisfaction of the District; that the District formally accept dedication of all such improvements and related property rights and easements from the applicant; that the Applicant and any general contractor retained by applicant shall have provided all applicable warranties and bonds and that such warranties and bonds remain in full force and effect, and that all District costs and expenses associated with Applicant's project shall have been reimbursed by Applicant.

[Sec 5.3 Water/Sewer Connection Agreement](#)

Once the District determines that its water and sewer systems have the current capacity to serve the Applicant's project, and the District has issued a Will Serve letter, the District will request that the Applicant enter into a Water/Sewer Connection Agreement with the District.

The Agreement for Water System Connections assures that the District is reimbursed for all of its administrative, engineering, design and associated legal costs incurred in completing its processing of the application; reviewing and commenting on revisions to the plans and specifications for the

water distribution components of any improvement project on the Applicant's premises; inspection of any construction; and preparing and completing all required environmental documentation for such components. The Agreement also describes the conditions that must be satisfied by the Applicant for water to be provided by District to Applicant's Project.

The Agreement provides that the applicant shall advance an amount equal to the estimated costs to be incurred by the District in completing the processing of the application, reviewing revisions to the plans and specifications for the project, reviewing easement and real property title issues, and reviewing any plans and specifications and inspecting the construction of any improvements to the District's water system to be constructed by Applicant and connected to the District's system, if any. If the amount of funds advanced by the Applicant exceeds the District's actual costs of administration, engineering, design, legal, inspection and other charges attributable to the proposed project, the balance shall be refunded to the Applicant upon connection to the District's water system. If the amount of the deposit is insufficient to pay all of the District's costs incurred with respect to the project with respect to administration, engineering, design, legal, inspection and other costs attributable to the project, the Applicant shall replenish the funds advanced to the level specified in the Agreement to cover such additional costs at the request of the District, and the District shall have no obligation to continue its processing of the application or its acceptance of the project until such additional deposits have been received. The Agreement also specifies the amount of connection and meter installation fees payable by the Applicant as a condition of connection to the District's water distribution system and requires payment of those fees to the District in consideration for the District's agreement to provide water service to the premises of the Applicant.

Sec 5.3.1 Administration Fee and Engineering Deposit

Once this Water/Sewer Connection Agreement is signed, the applicant must pay the water administrative fee deposit and the engineering fee deposit to initiate work on the project. The fees and deposits will be made in cash, check or warrant (which must clear the bank before further work is done). The administrative fee is a non-refundable charge that reimburses the District for costs incurred for District staff time involving assistance to the Applicant regarding processing of the application, preparation and negotiation of the Agreement for Water/Sewer Connections, responding to inquiries from the applicant and meetings with the applicant, time scheduling and bookkeeping. The administrative fee is charged on an hourly basis at the rates specified in Appendix B to this ordinance. The engineering fee is a charge to reimburse the District for engineering costs incurred in processing the application, inspection costs, development plan review, and real property title and easement review. The engineering fee is charged on an hourly basis at the rate specified in Appendix B to this ordinance. As District incurs costs in reviewing Applicant's Project, District shall use the administrative fee deposit and engineering fee deposit to reimburse the District for such costs and expenses. Should such deposits be insufficient to reimburse all the administrative and/or

engineering costs incurred by District, Applicant will be requested to make additional advances to the District following receipt of a written notice requesting such additional advances to cover additional costs to be incurred by the District in performing its development review tasks. If applicant does not deliver the requested additional funding amount to the District within fifteen days after request, District will have no obligation to proceed with its review and approval of the Applicant's application and plans and specifications until such additional advances are received. Upon request District will provide to Applicant a summary of how the Applicant's deposits and advances have been spent and the unexpended balance remaining. To the extent the funds deposited and advanced by Applicant towards the administration fee and the engineering fee exceed the final amount of costs incurred by the District in performing such administrative and engineering tasks, any balance remaining in such administrative fee account and/or engineering fee account will be refunded to the Applicant.

Sec 5.3.2 Water/Sewer Connection Agreement; Improvements to District Water System Required

The Water/Sewer Connection Agreement contains several specific provisions that are applicable only to those projects that require improvements to the District's water system to be constructed by the Applicant pursuant to District standards and dedicated to the District upon completion. The standards applicable to the construction of such improvements are specified in Article 5 of this Ordinance. These contractual provisions are specifically initialed by both the applicant and the District for only those projects requiring such improvements. Such contractual provisions include the following:

A. Performance Bond and a Payment Bonds

The Applicant/Developer will be required to provide two separate bonds in the name of the District in the amount of 100% of the estimated costs of the construction of all water main extensions and related improvements, using prevailing wage rates. The first bond shall be a Performance Bond issued by a surety company admitted doing business in the State of California as an insurer, maintained during the entire life of the Agreement at the expense of Applicant/Developer, and shall guarantee the faithful performance of all aspects of the work of improvements specified in the Agreement. The second bond shall be the payment bond required by Division 4, Part 6, Title 3, Chapter 5 of the Civil Code of California, shall be in the amount of 100% of the estimated cost of the improvements at prevailing wage rates, and shall guarantee the payment of wages and materials, supplies, or equipment used by all contractors and subcontractors in the performance of the work specified in the Agreement.

B. Indemnification of District

The Agreement requires that the Applicant/Developer agree to defend, indemnify, and hold harmless the District from any and all claims, actions, liability, damages, and costs, including attorney's fees, resulting from or arising out of: (1) the design or construction of the water main extension or any water system improvements by Applicant/Developer; (2) the approval of the agreement by District; or (3) any environmental review or approval process with respect to the improvements.

C. Construction Warranty

The Applicant/Developer will be required in the Agreement to furnish a Construction Warranty Bond in the amount of one hundred twenty five percent (125%) of the final cost of the installed improvements to secure the warranty of the Applicant/Developer against defective workmanship and materials for a period of 2 years from the date of District's acceptance of such improvements.

D. Payment of Prevailing Wage

Any contractor retained by the Applicant to construct the water main extension or other water system improvements to be dedicated to District shall select a general contractor duly licensed to perform such work who is acceptable to District, and execute and form of construction agreement with that general contractor that requires the payment of prevailing wages to all laborers working on such project as required by Labor Code section 1771 et seq. and contains the bonding, indemnification and warranty requirements specified in subsections A, B and C above.

[Sec 5.4.0 New Connections Waiting List](#)

The provisions specified in this section apply when the District has determined that it lacks sufficient water supply and/or water system capacity to meet the estimated water usage demands of the Applicant's Project pursuant to Section 4.0.2 of this Ordinance. In order to fairly allocate this essential, finite resource the District must provide for allocation procedures for water supply and distribution in times of limited capacity that (1) provide property owners with assurance that upon completion of their project, physical connection to the District's water system could be made; and (2) prevent hoarding and speculating on water capacity by applicants who do not immediately intend to construct their project but who desire a District commitment to provide water capacity. The purpose of these procedures is to make water system capacity available on a fair and nondiscriminatory basis to those Applicants who are in need of immediate water supply and can reasonably guarantee that they are prepared to immediately develop their property and physically

connect to the District's water distribution system, and simultaneously to provide the District sufficient funding to plan for and provide for water distribution system improvements essential to increase capacity to serve all existing customers and future applicants. To accomplish these purposes the following procedures shall apply to allocation of water supply and distribution in times of limited capacity:

1. Capacity Shortage Notification

Upon the filing of an application and payment of the application fee the applicant will be notified by the District as to whether sufficient water supply capacity exists to meet the water demands required for the Applicant's projected use of the premises. If water supply capacity is limited at the time an application is received, applicant shall be notified by the District in chronological order of the date their Applications are received, and each such application shall receive a designated number based on the chronological date of its receipt.

2. Capacity Availability Notification

At such time as the District develops one or more capital improvement projects to increase water supply capacity, , in the sole discretion of the District, applicants will be notified in writing by the District in chronological order of the receipt of their applications, that sufficient capacity is anticipated to exist at the time such capital improvement project(s) is completed to provide sufficient water capacity to meet the demands specified in their particular application, conditioned upon the applicant's compliance with all of the provisions in Articles 4 and 5 of this Ordinance. The anticipated date that sufficient capacity is expected to be available due to the completion of such water capacity projects shall be stated in the notice.

3. Applicant Prepared to proceed

If an applicant desires to proceed with its application after receipt of such notice of anticipated available capacity from the District, the District will agree to reserve capacity for that Applicant's projected use of its premises upon payment of all applicable connection fees and meter installation fees by the Applicant at the rates in effect on the date of the notice by District to applicant of sufficient anticipated capacity to provide water to Applicant's premises or project. Such connection fees must be paid within two months of the date of notice from the District to Applicant of anticipated sufficient capacity to serve the Applicant's project. Failure to pay such connection fees will result in withdrawal of the application. However, an Applicant may elect to defer all or a portion of its application for water service provided the Applicant delivers written notice of such deferral to the District within one month of the receipt of the notice from District of anticipated available capacity and deposits with the District a deferral fee in the amount listed in the Appendix B Current Rates and Charges per single family residential equivalent unit. Upon payment of such deferral fee, the Applicant's application will not be

deemed withdrawn, but will be placed on a supplemental chronological application list. An Applicant may reinstate such application within twenty-four (24) months of payment of the deferral fee upon written notice to the District at which time such application shall have precedence over other applications filed after the date of payment of the deferral fee as water supply capacity becomes available.

An applicant may renew its deferral of its application one time prior to expiration of the initial deferral period of twenty-four (24) month period by providing written notice to District of such renewal and payment of a deferral renewal fee as specified in Appendix B. Such renewed deferral period shall not exceed a period of twenty-four (24) months. By payment of the deferral renewal fee, an applicant may reinstate its application for the renewed deferral period during which time such application shall continue to take precedence over other applications filed after the date of payment of the initial deferral fee by an applicant. All deferral fees paid by an applicant will be credited against the ultimate connection fees payable by that applicant.

4. Applicant Declines to Proceed

If an Applicant does not wish to proceed with Applicant's Project at the time of such notice of anticipated available capacity, the next Applicant on the chronological list of Applicants will be given the opportunity to reserve such capacity in the District's water distribution system upon payment of all applicable connection charges. This process of allocation of available capacity to applicants in the chronological order of the date of receipt of their Applications will continue until the District determines that all anticipated available water supply capacity to be provided to such capital improvement projects has been committed. If an applicant declines to proceed with its project after deferral of its application and payment of a deferral fee, the District will compute its administrative costs regarding capacity notifications, administration of the chronological application list, and communications with the applicant, and refund any remaining balance to the applicant.

5. Capacity Availability Time Frame

In order to assure utilization of available capacity within a reasonable period of time, all applicants who have agreed to proceed with their projects upon receipt of notice of anticipated available capacity and payment of the required connection fee must physically connect to the District's water distribution system and within twelve (12) months of the date of completion of the capital improvement project providing additional available water supply capacity specified in section 2 above.

Article 6 PROVISIONS FOR WATER MAIN EXTENSIONS AND IMPROVEMENTS TO DISTRICT WATER DISTRIBUTION SYSTEM

Sec 6.0 Application

After receipt of an application for a water service connection, the District shall determine whether a main extension and/or other improvements to the District's water system infrastructure are necessary to provide such service. A main extension or other such improvements shall be installed in the manner provided in this section whenever the District determines that such a main extension or other such improvements are necessary to provide regular water service to the property described in the application.

Unless a water main extension and other related improvements are part of a District Capital Improvement Project, the District expects the Applicant for a water main extension to complete all design and construction work of such extension and related improvements at Applicant's sole expense. Upon receipt of the Application, the District Engineer shall make an investigation of the proposed water extension and submit his or her opinion of the estimated cost thereof to the General Manager. All plans and specifications for the water main extension and related improvements must be submitted for evaluation and approval by the District Engineer prior to construction, must comply with all District Standard Specifications and Details, and must be prepared by a registered Civil Engineer. The Applicant must provide the required application, acceptable plans and specifications for required improvements approved by District in writing, and an executed Water/Sewer Connection Agreement prior to commencement of any work.

Sec 6.1 Applicability of Article 4

All the provisions of sections 4.0 through 4.4 shall be applicable to all Applications requiring a water main extensions or other improvements to the District's water distribution system to be constructed by the Applicant.

Sec 6.2 Extension or Improvement of Facilities, Main Extension and Development Agreement Required

When water service is requested for property within the District which does not have an adequate water distribution main, an extension or improvement of the District's system shall be required. Such facilities may include, but not be limited to, water mains, water storage tanks, valves, fire hydrants, public water services, service meter boxes, pressure regulating valves and booster stations. Minimum standards for the design and construction of water facilities within the District shall be in accordance with the applicable provisions of District ordinances, master plans, rules and regulations and with the District Standard Specifications and Standard Details heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District or the

District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

Sec 6.2.1 Application for Extension or Improvement of Facilities, Main Extension

An extension or improvement of District facilities shall be initiated by completing an application and depositing an application fee pursuant to the provisions of section 4.0. Such applications will also require the execution of a District Agreement between the applicant and the District pursuant to the provisions of section 4.3. The application shall become null and void under the following conditions:

- a) The application shall become void ninety (90) days following date of issue unless a District Agreement has been signed by both the District and the applicant pursuant to section 5.2 hereof.,
- b) The application and District Agreement shall both be void and terminated eighteen (18) months after execution of the District Agreement unless construction has been completed and accepted in writing by the District. Extensions of time may be granted upon request by the applicant and approval in writing by the District.

Sec 6.2.2 Project Approval

Design documents accompanying extension or improvement applications shall be reviewed by the District. If further information or redesign is required by the District, the applicant shall furnish such additional material or information before such application shall be considered further. All such designs shall be certified and stamped by an engineer registered to practice in the State of California and all design and material specifications shall be in accordance with standard specifications approved by the District. Upon District approval, the design shall be incorporated into the District Agreement.

No actual construction or fieldwork shall begin until the District Agreement has been signed by all parties.

Sec 6.2.3 Installation and Ownership of Extension of Facilities

The Applicant shall have the facilities constructed and installed by an experienced, competent contractor approved by the District. The District reserves the right to construct, with its own personnel or by contract, at cost to the applicant, taps or connections to existing pipes and any other complex or difficult construction which may be crucial to proper operation and function of District facilities, in the opinion of the District. Upon completion, final inspection and acceptance in writing by the District, the newly constructed water facilities shall be owned and operated by the District as part of its water system. All fire hydrants installed on the District water system shall be constructed to District specifications and dedicated to the District upon completion of installation

and written acceptance by the District. All such water system facilities shall be installed in easements or rights of way dedicated to and accepted by the District.

Sec 6.2.4 Inspection of Public Waterworks

All public water system construction shall be inspected by personnel of the District during construction. In making a connection to a water main, no physical alterations of the District's facilities shall commence until an inspector is present.

Sec 6.2.5 Sizing of Facilities

The size of water facilities required to be constructed by the applicant pursuant to the District Agreement will be determined by the District based upon the water system capacity required to serve the proposed development, plus additional capacity required to be served through the same facilities to serve potential development beyond the boundaries of the applicant's project. Water facilities that may be required to be oversized include, but are not limited to, water mains, pumping stations and water storage facilities.

Sec 6.2.6 Deposits and Payment of Costs

The Applicant shall pay the District's actual costs including, but not limited to:

- a) Engineering analysis, designs, plan review or preparation of environmental impact documents, hearings, review or preparation of improvement plans, construction inspection, as-built drawings, project management and usual overhead expenses allocated to such work.
- b) The Applicant shall deposit with the District the District's estimate of engineering review, inspection and project administrative costs prior to improvement plan review/approval and performance of additional work. Such costs will be deducted from the deposit periodically (usually monthly). The applicant shall maintain a positive balance at all times. Failure to do so may result in automatic withdrawal of approval of the application.
 - i) Upon completion of the work, if the amount deposited with the District is less than actual costs, the difference shall be paid to the District prior to acceptance of the facility.
 - ii) Any amount deposited in excess of actual cost will be refunded to the applicant following acceptance of the facility.

Sec 6.2.7 As-Built Drawings and Proof of Service Certification

Upon completion and final inspection by the District, Applicant shall submit a complete set of as-built drawings of the facility acceptable to the District.

After all conditions for acceptance of the facility have been met, the District will issue written certification of proof of service to the County Building Department.

Sec 6.2.8 Project Bonding and First Year Warranty Responsibility

Prior to commencement of construction of any of the infrastructure improvements to be constructed by the Applicant under the Agreement, Applicant or its contractor shall furnish bonds covering the faithful performance of the construction or installation activities required under the agreement, and the payment of all obligations arising hereunder as specifically required in this ordinance.

- a) The premiums for the bonds shall be paid by Applicant or its contractor.
- b) The Applicant shall deliver the required bonds to the District not later than the date of commencement of the work for each phase of work.
- c) Said bonds shall be issued by a surety company acceptable to the District duly licensed to issue bonds in the State of California, and shall be in the amount of one hundred percent (100%) of the estimated construction costs, as determined by the District, for the next phase of construction to be then undertaken by applicant for faithful performance, and one hundred percent (100%) of estimated cost of labor and materials, for the next phase of construction for payment of labor and materials.
- d) Failure by the applicant to pay for any damage to District facilities described above after being billed by the District will result in a lien being placed against the property by the District.
- e) The applicant, or the applicant's contractor, shall submit a one (1) year warranty surety, a bond, (in form acceptable to the District), certificate of deposit, or irrevocable letter of credit, in an amount not less than one hundred twenty-five percent (125%) of the actual construction costs of the facilities.

Sec 6.2.9 Documentation of Project Costs.

For projects involving District reimbursement or reimbursement by other users, the applicant shall provide the District with copies of all invoices for materials, equipment, employed labor and District costs for construction of the project marked "PAID" and signed by the applicant or his authorized agent.

Sec 6.2.10 Cost Reimbursed by the District

a. Reimbursement of reasonable costs to an applicant for extension of permanent facilities required to be larger than needed by the applicant may be made pursuant to the District reimbursement policies outlined in the following section and the execution of a separate Reimbursement Agreement between District and Applicant.

b. The District will collect and disperse funds for partial reimbursement of oversized facilities constructed by others through execution of a Reimbursement Agreement under the conditions set forth below.

- i) The District shall be under no obligation to make any reimbursement payment whatsoever, except as outlined in this section and in the Reimbursement Agreement. All questions as to the meaning of any portion of this section shall be as interpreted by the District.
- ii) Proposed facilities must be constructed in accordance with plans and specifications approved by the District. The District may require that the facilities have sufficient capacity not only to serve the applicants' areas, but other areas beyond, or in addition to the applicant's areas.
- iii) Any applicant who requires service through facilities or improvements constructed by others pursuant to a Reimbursement Agreement and who did not contribute to the cost of construction shall pay a pro rata reimbursement fee in addition to all other required charges prior to service being provided. An administration charge of ten (10) percent shall be added to the reimbursement fee, to compensate District for administration of the Reimbursement Agreement. An area of benefit which identifies parcels having access to the constructed facility shall be determined at the sole discretion of the District and a map of the area shall be attached as Exhibit A to the Reimbursement Agreement. The District shall make an estimate of future use within the area of benefit based upon knowledge and investigation of those same factors by which sizing of the constructed facility was determined. This total projected future use calculated in terms of single family residential equivalent units, assigned to the mapped area of benefit plus the verified cost of the project constitute those factors by which a contractually obligated reimbursement fee shall be calculated according to the following formula:
 1. R_f = Reimbursement Fee.
 2. C_p = Cost of project as determined in paragraph 3.01.9
 3. T_c = Total capacity of facility expressed in Single Family Residential Equivalent Units as determined solely by District.
 4. H_E = Number of Single-Family Residential Equivalent Units required by Applicant's parcel(s) or subdivision thereof.
 5. Where $R_f = (C_p \div T_c) \times H_E$
- iv) Each year, the District will disperse any collected reimbursement funds, less the administrative fee, to the applicant who constructed the facilities, without interest. Applicant shall keep the District informed of any change of applicant's mailing address.

- v) All obligations for reimbursement of any excess capacity costs to Applicant expire ten (10) years following the date of transfer of title to District of the reimbursable facilities. In no event shall reimbursement payments exceed total project construction costs less capacity used by the original applicant/builder of the project.
- vi) The Applicant's rights to reimbursement funds shall not be transferable or assignable without the express written consent of the District.
- vii) Applicant shall be solely responsible for providing District with a current contact address and phone number during the reimbursement period. District shall have no responsibility to make reimbursement to applicants who cannot be contacted at the address and/or phone number provided by the Applicant. Under such circumstances, reimbursement amounts collected shall be retained by the District.

Sec 6.2.11 Environmental Impact Report Charge

Unless all such environmental processing has been done by the County or another agency, the District may determine that an environmental impact study or report is required for a proposed extension facility necessary to serve an applicant's land. The applicant shall be responsible for the costs of preparing such a study and/or report, including associated costs incurred by the District for overhead, preparation, attorney' fees, environmental consultants, and hearings.

Sec 6.3 Easements or Right of Ways

In the event that an easement is required for the extension of the public water or the making of connections, the applicant shall procure and have accepted by the District proper easement or grant of right of way sufficient in width to allow the laying and maintenance of such extension or connection.

Sec 6.4 Persons authorized to Perform Work

Only properly licensed contractors shall be authorized to perform the work of community water construction within the District. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor. The requirements of this Section shall apply to waterlines installed concurrently with Public water construction.

Sec 6.5 Grade Stakes

A Registered Civil Engineer or Licensed Land Surveyor shall set grade and line stakes prior to the start of work on any public water construction. The contractor shall be responsible for accurately transferring grade to water invert.

Sec 6.6 Compliance with Local Regulations

Any persons constructing a water line within a street shall comply with all State and County laws, ordinances, rules and regulations. They shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

Sec 6.7 Protection of Excavation

The applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a water line is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalks against any such conditions in connection with the construction of the water. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District and any other person or agency having jurisdiction there over.

Sec 6.8 Design and Construction Standards

Minimum standards for the design and construction of water lines within the District shall be in accordance with the applicable provisions of the ordinances, rules and regulations heretofore or hereinafter adopted by the District, copies of which are on file in the office of the District. The District may permit modifications or may require higher standards where unusual conditions are encountered. "As-built" drawings showing the actual location of all mains, structures, valves and laterals shall be filed with the District before final acceptance of the work.

Sec 6.9 Completion of Water Improvements Required

Before acceptance of any water improvements by the District and prior to the furnishing of any water from the District, the water improvements shall be tested and shall be completed in full compliance with all requirements of the accepted specifications and to the satisfaction of the District.

ARTICLE 7 Construction and Installation Requirements

Sec 7.1 Unauthorized Service Connections

Construction of the service connection to the District's water distribution system without making application therefor to the District and without payment to District of all applicable connection charges and other charges in accordance with this ordinance is not permitted.

Sec 7.2 Installation of Service

Service installations will be made only to property and/or easements appurtenant thereto abutting on distribution mains that have been constructed in public streets, alleys, or easements, or to extensions thereof as herein provided pursuant to the provisions in Article 5 hereof. Services

installed prior to the construction of streets or in advance of street improvement must be accepted by the applicant in the installed location.

Sec 7.3 Connection and Meter Installation Fees

The Applicant shall pay all water connection fees and meter installation fees. These fees are paid by the Applicant at the time the project is ready to connect to the water service main. However, such connection fees may be payable prior to connection to the District's Water System during those times in which the District lacks water supply capacity to serve all applicants as specified in section 4.4.0 of this Ordinance. The connection fee is a one-time charge paid when the connection is made to the District's Water System. The connection fee is comprised of a capacity fee and a meter fee. The capacity fee portion is based on the capital cost of capacity and represents a reimbursement to the District's ratepayers for providing available water system capacity to future users of the District's water system. By paying this fee new customers have participated equally with existing ratepayers in sharing the capital costs of the District's water system capacity. The amount of the capacity fee is dependent upon the water demand associated with the Applicant's proposed use of the premises as estimated by District and calculated in terms of single family residential equivalent units as specified in Appendix B Current Rates and Charges to this Ordinance. The meter fee is equivalent to the cost of installation of a water meter to monitor the amount of water distributed through the new service connection and includes the charges for the service box, the meter, and the installation of the meter. The current amount of the meter charges is set forth in Appendix B Current Rates and Charges of this Ordinance.

Sec 7.4 Determination of Service Line and Meter Size

The District's Standard Specifications and Details list the maximum flow rate, in feet per second, allowable through any water service connection. The District's normal single-family residential service line size shall be 3/4 inch, to accommodate a 5/8 X3/4-inch meter. For all commercial, industrial and other non-residential uses, the minimum required service line and meter size shall be determined by the District based on information provided by the applicant regarding the estimated maximum water consumption requirements of applicant's project based on the number of single family residential equivalent units assigned to such estimated water usage. The amount of anticipated water usage is calculated in terms of single-family residential equivalents units and is specified in Appendix B Current Rates and Charges (water use calculations) of this Ordinance. The District will assign a service line size and meter size to the applicant's project based on such estimated annual water usage and the applicant will be required to pay a connection capacity fee calculated on the basis of such estimated water usage measured in terms of single family residential equivalent units plus the actual costs of meter installation. A customer may request a service line and meter larger than that assigned by the District in anticipation of future increased water demand as measured by single-family residential equivalent units, in which case the customer shall agree to

pay all connection capacity charges and service charges associated with such larger expected future water usage.

Sec 7.5 Supply to Separate Structures

Each house, structure, commercial or industrial building, dwelling unit, or dwelling unit within a community housing project, shall require a separate application for water service and shall have a separate service connection, including a separate meter.

Sec 7.6 Accessory Dwelling Units

- a) Definition. An accessory dwelling unit ("ADU") is an attached or detached residential dwelling unit built on a lot with existing or proposed housing and provides complete independent living facilities for one or more persons. It shall include permanent facilities for living, sleeping, eating, cooking, and sanitation on the same parcel of property as a single family or multifamily dwelling is or will be situated. An ADU may be constructed as (1) detached from the primary residential structure, (2) attached to the primary residential structure, (3) conversion of existing space in a primary residential structure such as master bedroom, attached garage, storage area or similar area; or (4) conversion of the space within a separate accessory structure on the same parcel such as a detached garage, barn, pool house, studio or other similar structure the use of which is incidental to the use of the primary residential structure on the parcel. Such converted existing space for an ADU may be limited to the footprint of the primary residential dwelling or accessory structure or may be expanded beyond the existing footprint of the primary residential structure or accessory structure. (Government Code section 65852.2 which is incorporated herein by this reference).
- b) ADU'S For Which No Separate Connection Is Required and No Connection Fee or Capacity Charge Will be Imposed. ADU's constructed entirely within the footprint of an existing or primary residence or other accessory structure on the same parcel with separate exterior access (for which an additional 150 sq. ft. expansion beyond the footprint may be added) and adequate side and rear yard setbacks are exempt from any requirement to install a new or separate water meter connection. This class of ADU's is also statutorily exempt from connection fees and/or capacity charges imposed by the District.
- c) ADU'S For Which a Separate Connection is Required, and a Connection Fee or Charge is Imposed. Newly constructed attached or detached ADU's, and ADU's which consist of conversion of existing space in a primary residence or accessory structure together with construction beyond the original footprint of the primary residential or

accessory structure may be required to install a separate water meter connection directly between the ADU and the District's water infrastructure. A connection fee and/or capacity fee may be imposed by the District on these types of ADU's.

- d) **Proportional Capacity Fees/Connection Fees.** The connection or capacity charge will not exceed the estimated reasonable cost of providing the water service for which the fee is imposed and will be calculated and imposed on a proportional basis. The calculated amount of the connection fee/capacity charge shall be proportional to the burden of the proposed ADU on the District's water infrastructure as compared to the burden of the primary residence, measured by either the number of square feet of the ADU compared to the primary residence, or as measured by the number of drainage fixture units (DFU) values of the ADU compared to the primary residence. For example, using a square foot proportional approach, a connection or capacity fee for a 1000 sq. ft. ADU should be half or 50% of the capacity fee for a 2000 sq. ft. primary residence.
- e) **Newly Constructed ADU's.** ADU's constructed concurrently with a new single family dwelling on the same parcel will require a separate connection and water meter and will be charged a connection fee/capacity charge equivalent to the connection fee/capacity charge payable by a new single family residence, since a newly constructed ADU in connection with the construction of a new primary residence is considered a new residential use for capacity charge calculation purposes.
- f) **Monthly Fixed Rate Charges for ADU's.** Each ADU, whether separately metered and subject to payment of connection fees/capacity charges or exempt therefrom, shall be assigned one (1) Single Family Residential Unit for purposes of calculation and payment of fixed monthly service charges based on a ¾-inch meter size rate. State ADU law does not address monthly service charges for ADU's.

[Sec 7.7 No Service to Adjacent Parcels](#)

No user of water supplied by the District shall supply water to adjacent parcels through that user's service connection.

[Sec 7.8 Separate Ownerships](#)

Each building under separate ownership must be provided with a separate service connection and meter. Two or more existing buildings under the same ownership and on the same lot or parcel may be supplied through the same service connection and meter.

Sec 7.9 Multiple service connections

Multiple service connections for single parcel with single owner are allowed under these conditions:

- A master meter is installed at the property line.
- Metered service connections are provided for each subunit. Meters and valves will be supplied and remain property of RCSD.
- Supply line from the master meter to each of the units shall be installed and maintained by owner.
- Owner will be responsible for usage on master meter, determined by deducting each subunit from master meter.

Sec 7.10 Parcel Subdivisions

Should the owner of a single property subsequently subdivide such parcel, then the portion of that parcel not directly connected with the District's water system through a separate service connection must be connected with the District's public water system through a separate service connection, for which additional connection charges are payable. It shall be unlawful and a violation of this ordinance for such owner to continue to use or maintain an existing service connection to the District's public water system for the purpose of providing an indirect connection to provide water to an additional parcel through an existing service connection for which no separate application has been filed. Any such indirect connections in existence prior to the adoption of this provision of this ordinance shall be abandoned by the customer upon issuance of a written order from the District. Any failure by an owner or customer to comply with such order from the District shall be enforceable by discontinuance of service pursuant to SECTION 10.1.5 of this Ordinance.

ARTICLE 8 Inspections

Sec 8.1 Changes in Owner's Equipment, Operations or Water Demand (look back)

Owners or customers making any material changes in the size, character, or extent of the service connection or other equipment or operations upon the property utilizing District water service, or whose changes in operations result in an increase in the use of water, shall notify the District not less than ten (10) working days prior to commencement of any such work, or additions or modifications to buildings or premises, or changes in the type of business or occupancy, which would affect the amount of water used on the premises, and file a new application to enable the District to determine whether a larger service line size or meter is required pursuant to the provisions of this Ordinance, or whether the anticipated increase in annual average water use associated with such changes will result in an increase in the number of single family residential equivalent units assigned to the Owner's use of District water from that determined at the time of

application which would require the payment of a higher connection capacity fee than that initially paid by the Owner at the time of connection to the District's water distribution system.

If a larger service connection is ordered by the District, or if the changes in the Owner's use results in an increase in estimated water use and the number of single family residential equivalent units assigned by the District to the Owner's use from that determined at the time of application, the Owner may be required to install a larger service connection as required by the District within the time period specified by the District, and will be required to pay any applicable additional connection capacity charges associated with such increased anticipated water usage. If no larger service connection is required, additional documentation of water usage by the Owner beyond that specified in the application may result in the payment of an additional connection fee represented by the difference between the connection fee originally paid and the connection fee applicable to the estimated number of single family residential equivalent units of water representing the increased water usage associated with the Owner's change in equipment or operations on the premises. This fee represents the cost of increased water capacity assigned by the District to the Owner's initial water demand resulting from the Owner's change in use of the premises since the time of connection to the District's water system.

[Sec 8.2 Inspection of Private \(Customer Lateral\) Water Service Installation](#)

The private water service shall be inspected by the District from a point within three (3) feet of the structure or foundation of any structure on Owner's premises to the point of connection to the District's public water service. No backfill shall be placed over any portion of a new service connection or private lateral until the work has been inspected. Any excavation on public rights of way shall be done only after permission has been received from the authority having jurisdiction thereof. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.

[Sec 8.3 Inspection Fees](#)

The inspection fee for all water connections is detailed in [Appendix B Current Rates and Charges](#). An additional inspection fee may be charged if the work is not ready for inspection or requires additional inspections due to non-compliance with District Standard Specifications and Details. The additional fee, if charged, will be calculated on a time and materials basis, at the rate shown in [Appendix B Current Rates and Charges](#).

[Sec 8.4 Required Advance Notice](#)

The applicant must notify the District at least three (3) working days in advance of making the service connection to the District's public water service or of any other work requiring inspection by the District.

Sec 8.5 Normal Working Hours

Service connections installed on the District's public water system must be made during normal working hours of the District and a District inspector must be present. The applicant may be required to disconnect and reconnect the service connection for inspection purposes, if the District is not notified as required herein. All inspections of private water services will be completed during normal working hours of the District unless otherwise arranged and paid for by the applicant.

Sec. 8.6 Site Inspections After Installation of Service

The District reserves the right to inspect its service connections and the conditions of water usage on a Customer's premises in order to ensure that the Owner of the premises is in compliance with all of the provisions of this Ordinance. Such inspections will typically occur when property ownership changes; when the County issues a building permit for a parcel; when existing Customer accounts are closed; when new Customer accounts are opened; and when water service is discontinued.

ARTICLE 8 METERS

Sec 9.01 Installations

All services shall be metered. A sum of money, as set forth in EXHIBIT B—WATER RATES, CHARGES & FEES, shall be deposited with the District prior to installation of the facilities to pay all or a portion of the cost. The service connection, whether located on public or private property, is the property of the District and the District reserves the right to repair, replace, relocate and maintain it, including but not limited to removing it upon discontinuance of service.

Sec 9.02 Service Connections and Charges

The District will furnish and install a service of such size and at such location as the applicant requests, provided such requests are reasonable and approved by District. The service will be installed from the water distribution main to the curb line or property line of the premises, which may abut the street, on other thoroughfares, or on District rights-of-way or easements. Charges for new services are payable in advance and shall include charge for the service box, meter, meter installation, and connection fee. Applicable rates and fees are set forth in EXHIBIT B—WATER RATES, CHARGES & FEES.

Sec 9.03 Meter Installations

Only authorized employees or agents of the District will be permitted to install a service connection from the District's main to the customer's premises. Meters will be installed at the curb or within the District easement and shall be owned by the District and installed and removed at its expense after payment of the established charges. The District will not pay rent or other charge for a meter or other

facilities, including housing and connections, located on a customer's premises. The District will seal all meters at the time of installation, and no seal shall be altered or broken except as authorized by the District.

Sec 9.04 Change in Location of Meters

Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense unless improvements made by the customer or meter tampering by the customer have caused the need for relocation. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, he may be required to pay for and install a new service at the desired location.

Sec 9.05 Size and Location

The District reserves the right to determine the size of service connections, meters and their location with respect to the boundaries of the premises to be served. The laying of a customer's pipeline to the curb shall not be done until the District has approved the location of the service connection. The installation, including the meter, shall be the property of the District. The service between the meter and the building served by the installation (the "Customer Lateral") shall be the private property of the customer and shall be maintained by the customer at his expense. The District shall not be responsible for leaks or damage to the Customer Lateral under any circumstances. The District's responsibility for damage to the service connection is limited to the facilities between the main and the meter box. The District recommends that a valve be installed on the customer's side of the water meter if customer wishes to turn water off to the residence.

Sec 9.06 Angle Meter Stop

Every service connection installed by the District shall be equipped with an angle meter stop. The stop is to be on the water main side of the service installation. Such stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the stop is damaged by the customer's use, replacement shall be at the customer's expense. The District recommends that a valve be installed on the customer's side of the water meter if customer wishes to turn water off to the residence.

Sec 9.07 Meter Tests

All meters are factory tested prior to installation. A customer may request that his/her meter be tested by the District if he/she feels it is not reading accurately. See EXHIBIT B-WATER RATES, CHARGES & FEES.

Sec 9.08 Adjustment for Meter Errors—Fast Meters

If a meter, tested at the request of a customer pursuant to Section 8.07, is found to be more than two percent (2%) fast, the excess charges for the time service was rendered to the customer requesting

the test or for a period of six months, whichever is less, shall be credited to the customer's account and the meter or meter register will be changed by the District.

Sec 9.09 Adjustment for Meter Errors—Slow Meters

If a meter, tested at the request of a customer pursuant to Section 8.07, is found to be more than 5% slow (i.e., registered less than 95% of actual flow) the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the time service was rendered to the customer but not exceeding a period of six months and the meter or meter register will be changed by the District.

Sec 9.10 Non-Registering Meters

If a meter is found not registering, then the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District.

Sec 9.11 Meter Access

The area surrounding the meter box must be kept clear of all obstructions for accessibility at all times to allow access by District personnel. The area shall be kept free of vegetation or obstructions. If vegetation causes access difficulty, the customer will be notified in writing and have fifteen (15) days from the date of the notice in which to clear the meter access area. At the end of fifteen (15) days if such clearance has not taken place the District will have the option to clear the vegetation without further notice. In the event of an emergency the District may remove vegetation or obstructions to make repairs without customer verification. The District reserves the right to require customers to relocate a meter which may have been previously located on private property or is otherwise inaccessible to District personnel or is outside of the public right-of-way. In the event the District determines that such relocation is not feasible, the District may elect, in its discretion, to permit such a meter to remain in its current location subject to the conveyance to the District of an easement or other right-of-way, as determined by the District, in order to provide the District with access to the meter.

Sec 9.12 Abandonment of Services

Abandonment occurs when the customer surrenders his or her service and advises the District of his or her intent to terminate water services. All materials on the premises beyond the point of disconnection to the District's water distribution system are the property of the customer. If water services of the District have been abandoned and the customer wishes to reestablish service, the customer will be charged the meter charge for every month that the connection has been disconnected plus any outstanding balance due, and reconnection fees.

Sec 9.13 Penalty for Violation

The District shall have the right to assess such penalties as may be permitted by law and/or discontinue the water service to the premises, up to and including seizure of the service connection, of any customer for failure to comply with any rule and regulation of the District. The customer will be notified of the District's intention to discontinue service for noncompliance, with an explanation of the violation or infraction committed. There will be a reasonable opportunity given to comply before actions will be taken by the District. However, no such notice to afford an opportunity to comply need be given in those instances in which the noncompliance may cause conditions dangerous and detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross-connection and water system damage.

ARTICLE 10 BILLING

Sec 10.1 Billing Period

The regular billing period will be monthly.

Sec 10.2 Meter Reading

Meters will be read as nearly as possible on the same day of each month.

Sec 10.3 Opening and Closing Bills

Opening and closing bills for less than the normal billing period shall be prorated as to quantity used.

Sec 10.4 Water Charges

Any residential multiple unit dwelling exceeding 2 units will be billed to the owner or property management at the appropriate unit equivalency rate. Water charges are due and payable at the office of the District on the date of mailing the bill to the property owner or his agent as designated in the application and are considered delinquent if not received by 5:00 p.m. the last business day of the month.

Service may be discontinued pursuant to the provisions of Article 10 hereto if payment is not made within 60 calendar days of the delinquent date.

Sec 10.5 Payment of Bills

Bills for water service shall be rendered at the end of each billing period and may be combined with sewer bills. Bills shall be payable on presentation and will be considered delinquent if payment is not received by 5:00 p.m. the last business day of the month.

Sec 10.6 Billing of Separate Meters

Separate bills will be rendered for each meter installation.

Sec 10.7 Customer's Guarantee

The water charge begins when a service connection is installed, and the meter is set. The property owner must sign the Water/Sewer Connection Agreement form prior to being connected which guarantees payment of future water bills for service required.

- a) Renters are required to place a deposit of at the current rate specified in Appendix B Current Rates and Charges, refundable after 2 years of good payment history.
- b) Owner may waive deposit for renter and will be responsible for charges. Account must be current before tenant's account can be established.
- c) Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the District and any person, firm, or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount, and may be subject to a tax roll lien.

Sec 10.8 Water Used Without Application Being Made

A person taking possession of premises and using water from an active service connection without having made application to the District for water service, shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

Sec 10.10 Damages to Meters

The Board reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable however, for any damage to the meter due to his negligence or carelessness and in particular for damage caused by hot water or steam from the premises.

Sec 10.11 Water Leak Relief Policy

The District will forgive one half (1/2) the bill of one month's unusual water usage minus the normal use. The total amount forgiven will not exceed the current amount specified in Appendix B Current Rates and Charges within a two-year period. Staff will notify customers if they observe unusual water usage. No credit will be awarded until the water leak has been repaired.

ARTICLE 11 DISCONTINUANCE OF SERVICE

Sec 11.1 Discontinuance of Service for Delinquent Bills

Service may be discontinued for nonpayment of bills after 60 calendar days from the date of delinquency as specified herein. Monthly bills are generated on the same business day of each month. Current charges are due and payable upon receipt of the invoice and are considered delinquent if not received by 5:00 p.m. the last business day of the month.

Payment of the Disconnect Notice must be received within seven (7) days after the date of mailing. If payment is not received by the end of the business hours on the due date, service shall be scheduled for disconnection within 48 hours. However, services will not be discontinued on a Friday, weekend, holiday or day preceding a holiday.

The failure of the District to send, or any person to receive such notice shall not affect the District's power to discontinue services pursuant to this ordinance. Reconnection will be made by District only upon complete payment of all delinquent service charges and penalties, interest, reimbursement to District of its actual costs of disconnecting and reconnecting District's water system to the premises, payment of all applicable disconnection and reconnection fees specified in this Ordinance, and, in the event reconnection is requested, payment of a security deposit in an amount equal to the water service charges averaged over the preceding 6 months times the number of months the water has been shut off. In addition, a customer's water service may be discontinued if water service provided at a previous location is not paid for within the time for payment of bills provided herein. If the customer receives water service at more than one location, and the bill for water service at any one location becomes delinquent, water service at all locations may be disconnected.

Sec 11.2 Charges a Debt

Failure to receive a bill does not relieve the customer or property owner of liability for payment of the water service charges specified in said bill. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount thereof. In addition, such debt is subject to the collection procedures consisting of a lien on the property of the customer or owner and collection of the delinquent amounts on the property tax rolls as specified in Section 11.2 of this ordinance.

Sec 11.3 Reconnection Charge

A current reconnection charge plus all applicable fees, charges and penalties specified in Appendix B Current Rates and Charges will be assessed and collected prior to renewing service following a discontinuance.

Sec 11.4 Unsafe Apparatus

Water Service may be refused or discontinued on any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

Sec 11.5 Cross-Connection

Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance.

Sec 11.6 Fraud or Abuse

Service may be discontinued or removed, including the removal of unapproved connections or unauthorized facilities, and penalties imposed, if necessary, to protect the District against fraud or abuse.

- a) Fraud or abuse is the act of any person to commit, authorize, solicit, aid, abet or attempt any of the following acts:
 - i) Divert or cause to be diverted water service by any means.
 - ii) Make or cause to be made any connection or reconnection to the District's water system without the authorization or consent of the District. As used in this section "water system" means all property owned by the District for the transmission, collection, storage or treatment of water.
 - iii) Tampering with or otherwise interfere with any water meter or other water flow measurement device so as to prevent the accurate measurement of water use.
 - iv) Use or receive the benefit of water from the District with knowledge or reason to believe that the use or receipt of such water is unauthorized by the District.
 - v) Tampering with any property owned or used by the District to provide water service.
 - vi) Providing water through a service connection to another premises or parcel of property that does not have its own service connection, or for which an application for service connection has not been filed with the District.
- b) A violation exists if, on premises owned or controlled by the Customer or any person using or receiving the direct benefit of the water service, there is either of the following:
 - i) Any instrument, apparatus or device designed to be used to obtain service without paying the full lawful charge therefor.
 - ii) Any meter that is altered, tampered with or bypassed so as to cause no measurement or inaccurate measurement of water service.
 - iii) Any person who is determined by District staff to have committed fraud or abuse as defined herein shall be billed by the District for the damage to the property owned or used by the District to provide service, the actual cost to remove and reinstall facilities, for loss of water, plus a penalty of the current rate specified in Appendix B Current Rates and Charges per infraction. A separate infraction will be found for each day such fraud or abuse is determined by District to have continued.

- c) Upon approval by the Board of Directors, the District may bring a civil action pursuant to Section 1882.1 of the California Civil Code to recover up to three times the actual damages suffered by the District, plus its costs of suit and reasonable attorneys' fees, for each violation of the provisions of this section.
- d) The remedies set forth in this section shall be in addition to all other remedies, civil and criminal, available to the District for violation of the provisions of this section or for any ordinance, resolution, rule or regulation of the District, or any provision of Federal, State or local law.

Sec 11.7 Non-Compliance with Regulations

Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service. The Customer will be notified of the District's intention to discontinue service for noncompliance, with an explanation of the violation or infraction committed. There will be a reasonable opportunity given to comply before actions to discontinue water service will be taken by the District. However, no such notice to afford an opportunity to comply need be given to a Customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connection deficiencies, and water system or facility damage.

Sec 11.8 Use of Water Without Application

Service may be discontinued in all cases in which a person is determined by District to have used water from the District's water system without having made Application to the District therefore, or without having a separate service connection installed by District to provide water to that person's premises, or without having paid all applicable connection charges and service and meter installation charges.

Sec 11.9 Upon Vacating Premises

Customers desiring to discontinue service should so notify the district two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

Sec 11.10 Abandonment Charge

Any person who desires to abandon services to a building from the District's water system or to abandon service to a property, shall pay to the District an Abandonment Charge. The Abandonment Charge shall consist of:

- a) All costs incurred by the District in disconnecting the system at the property line and plugging and sealing the line, including the cost of surveying, if any, and.

b) The sum of at current rate to recover the District's costs.

Item (b) of the Abandonment Charge shall not apply to any person who desires to disconnect a building from the District's Water or Sewer system but who intends to keep other buildings on the property connected to the system or to disconnect from one building while connecting to another on the same property.

Sec. 11.11 Unauthorized Removal of Water

Unauthorized removal of water from any RCSD source may result in a charge at the current rate and or referral to law enforcement.

ARTICLE 12 ENFORCEMENT OF PAYMENT

Sec. 12.1 Collection of Delinquent Account

If an account has not been paid in full when due, such account shall be considered delinquent, and a penalty assessed in the amount of "at current rate".

Sec. 12.2 Collection by Recordation of Lien Against Property

The Board of Directors may recover any water service charges, penalties and interest which are delinquent for a period of 30 days by recording in the office of the County Recorder of Humboldt County a Notice of Lien for unpaid delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees. Said Notice of Lien shall declare the amount of the delinquent charges, penalties, interest and related charges due, and the name and last the address of the person liable for such delinquent charges, penalties and interest. Pursuant to Government Code section 61115 (c) from the time of recordation of such Notice of Lien, the amount of such delinquent water service charges, penalties, interest, lien administration charges and applicable Recorder's fees shall constitute a lien against the lot or parcel of land against which the charge is imposed and all other property within Humboldt County owned by the property owner of the parcel upon which the water service charges are delinquent. The District will record a Notice of Release or Discharge of Lien upon the payment by the property owner of all delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees within 30 days of receipt of payment for all such amounts due.

Sec. 12.3 Collection by Further Legal Action

The Board is further authorized to institute and prosecute in the name of the District appropriate legal action for the collection of delinquent water charges, penalties, interest, lien administration charges and Recorder's fees against the property owner of the parcel upon which the water service charges were levied. By application for and receipt of water services, all property owners/customers agree to be responsible for reimbursement to the District of all attorneys' fees and other legal costs incurred by the District in collecting any delinquent water service charges,

penalties, interest and related costs from the property owner/customer through such legal action. In the event the District recovers a court judgment ordering the property owner/customer to pay all delinquent debt service charges, penalties, interest, and related costs, together with attorney's fees and legal costs, and the property owner/customer fails to pay such judgment, the District will amend its Notice of Lien recorded pursuant to Section 11.2 of this Ordinance to include the amount of attorney's fees and legal costs ordered by the court to be reimbursed by the property owner/customer to the District.

Sec. 12.4 Discontinuation of Service

Water service may be disconnected for nonpayment of water service bills in the time and manner specified in Article 10 of this Ordinance.

Sec. 12.5 Collection of Delinquent Charges on Tax Roll

For any water charges which have been delinquent for sixty (60) days, the District shall provide that any delinquent charges, penalties and interest may be collected on the property tax roll in the same manner as property taxes. On or about June 1st of each year, the General Manager shall prepare and file a written report with the District Board of Directors that describes each parcel of real property and the number of delinquent charges, penalties and interest for each affected parcel for the year pursuant to Government Code Section 61115(b). the General Manager shall give notice of the filing of the report and of the time and place for a public hearing before the Board of Directors by publishing a notice of hearing pursuant to Section 6066 in a newspaper of general circulation, and by mailing the notice to the property owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing the Board of Directors may adopt or revise the delinquent charges, penalties and interest, and determine to collect such delinquent charges, penalties and interest upon the County Property Tax Roll each affected parcel of property for the ensuing fiscal year. The Board of Director shall make its determination on each affected parcel by resolution and its determination shall be final.

On or before August 10 of each year following such determination by resolution of the Board, the General Manager shall thereafter file with the County Auditor a copy of the report filed with the Board of Directors and the resolution adopted by the Board at such public hearing, and request that the delinquent charges, penalties and interest be added to and collected with property tax on each affected parcel of property described in the written report and resolution at the same time and in the same manner as property taxes are collected by the County Auditor. Government Code section 61115(b) directs the County auditor to place such delinquent charges, penalties and interest on the tax bills for each affected parcel of real property listed in the District report and resolution and

collect the charges and penalties in the same manner as property taxes for the fiscal year in which such District report and resolution are filed with the County Auditor. I

Sec. 12.6 Alternative Method of Collection

If the bill is not paid within 60 days of becoming due, water service may be discontinued pursuant to Section 10 of this Ordinance. In addition, the rates for water service may be collected on the same bill with the rates for other services provided by the District. Failure to timely pay applicable rates for water service provided by the District to the Customer may also result in the discontinuance of any and all services such as sewer services provided by the District pursuant to the provisions of Government Code section 61115(a)(3).

Sec. 12.7 Remedies are Cumulative

Each and all of the remedies for the collection and enforcement of delinquent water service rates, penalties, interest and related charges listed in this Section 11 are cumulative and the District may pursue any or all of such remedies alternatively or consecutively as authorized by Government Code section 61115 (e).

Article 13 ENFORCEMENT OF ORDINANCE

Sec. 13.1 Penalty for Violations of Ordinance

Any violation of this Ordinance shall be a misdemeanor and shall be punishable by imprisonment in the County Jail for a period not to exceed 6 months, or by fine, not exceeding \$1000, or by both. Every day of violation of this Ordinance continues shall constitute a separate offense. The attorney of the District, upon order of the District's Board of Directors, shall request the District Attorney of Humboldt County to file an action in the Superior Court to confirm that the provisions of this Ordinance have been violated, to find that a misdemeanor has occurred, and to impose such penalties, fines, and reimbursement to the District of its attorney's fees and legal costs as provided by law and the provisions of this Ordinance. Any property owner/customer found to be violating any provision of this or any other ordinance, rule, or regulation of the District, shall be served by the District with written notice stating the nature of the violation and, if applicable, providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Sec. 13.1.1 Discontinuation of Service for Violation

As a means of enforcement of the provisions of this ordinance, or any other rule or regulation of the District, the District shall have the right to assess all such penalties as may be permitted by law and/or discontinue water service or any other utility services provided by the District to the

property owner/customer as detailed in Sections 10 and 11 of this Ordinance. However, no such notice to afford an opportunity to comply need to be given to a property owner/customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connections and water system facility damaged.

Water service and any other discontinued utility services shall not be supplied to such property owner/customer until he or she shall have complied with the ordinance provision, rule, regulation, rate or charge order which has been violated to the satisfaction of the District. Reconnection shall be made only upon prior payment of charges, penalties and interest due, plus the disconnection and/or reconnection fee as detailed in this Ordinance and possible payment of a security deposit in the discretion of the District.

Sec 13.1.2 Relief on Application

When any property owner/customer is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his premises due to special circumstances, such property owner/customer may make written application to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of such provisions as applied to the premises of such property owner/customer. If such application is approved by the General Manager, the General Manager will recommend to the Board that it act by resolution to suspend or modify the ordinance provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances cited. If an Owner's application for relief is denied by the General Manager, such denial shall be in writing and delivered to the Owner. The Owner shall have ten days from the date of such written denial to file a written appeal with the Board of Directors with arguments as to why specified provisions of this Ordinance should not be applied to the Owner's property. The Board of Directors will schedule a regular or special meeting at its earliest convenience to consider such an appeal. The Board of Directors will render its decision within ten days after completion of any such appeal hearing and advise the Owner in writing of its decision. The decision of the Board of Directors on any such appeal shall be final.

Sec13.1.3 Relief on Own Motion

The Board of Directors may, on its own motion, find that, by reason of special circumstances, any provision of this ordinance should be suspended or modified as applied to particular premises, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances.

Sec13.1.4 Board Rulings Final

All rulings of the Board of Directors on relief or from or suspension of provisions of this ordinance with respect to a particular ordinance provision shall be final and not subject to appeal.

Sec 13.1.5 Falsifying of Information

Any person who knowingly makes any false statement or representation to District personnel, or submits a false record, report, plan or other document with or relating to the District, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance, is guilty of a violation of this Ordinance and subject to the enforcement penalties provided in sections 10 and 11 hereof including misdemeanor criminal proceedings, disconnection of water and other utility services, payment of all applicable District fees and charges, and reimbursement of all attorney's fees and legal costs incurred by the District arising out of such conduct.

Sec 13.1.6 Costs and Attorney's Fees

Defendant shall pay court costs and attorney's fees incurred by the District in enforcing this ordinance and seeking collection of delinquent accounts in any judgment rendered in favor of the District and so consents to such an award of costs and attorney's fees by the filing of an Application for Water Service.

ARTICLE 14 FIRE PROTECTION

Sec 14.0 Public Fire Protection

Sec 14.0.1 Use of Fire Hydrants

Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the Board prior to use and shall operate the hydrant in accordance with instructions issued by the District.

Sec 14.0.2 Moving of Fire Hydrants

When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type, or location of the hydrant, they shall bear all costs of such changes without refund. Prior to any change in the location of a fire hydrant must be approved by the Board of Directors.

Sec 14.1 Private Fire Protection Service

Sec 14.1.1 Payment of Cost

The applicant for private fire protection service shall pay the total cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box, said installation to become the property of the District. The District may agree to install the connection and meter at cost plus ten percent (10%).

Sec 14.1.2 No Connection to Other System

There shall be no connections between this fire protection system and any other water distribution system on the premises.

Sec 14.1.3 Use

There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

Sec 14.1.4 Meter Rates

Any consumption recorded on the meter will be charged for at double the regular service rate except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

Sec 14.1.5 Monthly Rates

The District upon providing fire protection service shall charge the current rate.

Sec 14.1.6 Violation of Agreement

District may, at its option, discontinue and remove the service.

Sec 14.1.7 Water Pressure and Supply

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

Sec 14.1.8 Fire Service Connection Rules

The following rules shall apply to fire service connections:

Cross Connection: Proper back flow device must be installed for each private fire protection system.

Valve: When a fire service connection is installed, the valve governing it will be closed and LOCKED and remain so until a written order is received from the owner of the premises to have the water turned on.

Meter: If the District does not require a meter and if the water is used through a fire service connection for any other purpose than extinguishing of fires, it shall have the right to place a meter on the fire service connection and at the owner's expense or shut off the entire water supply from such premises.

ARTICLE 15 RATES AND FEES

Sec 15.1 Connection Fee

In addition to any other charges established by the ordinances, rules and regulations of the District, a connection charge shall be collected prior to connecting to the water distribution system as follows.

The connection charge shall consist of three components:

- The cost of the installation of the hardware by meter size.
- The cost of buying into the existing assets of the system
- The cost of developing and implementing specific projects to create the capacity to support new connections to the system.

These may change from time to time as conditions within the system change and will be charged at the current rate as detailed in Appendix B Current Rates and Charges.

These fees will be charged based on an evaluation of each application for new connections to assess the load that the project will place on the system. Charges will be expressed as a multiple of SFREs.

Sec 15.2 Monthly Rates and Charges

Current monthly rates and charges for water service are specified in Appendix B Current Rates and Charges. All references in Sections 14.1 through 14.8 to "at current rate" can be found specified in Appendix B Current Rates and Charges.

Sec 15.3 System Expansion Fee

System Expansion Fund for Expansion and Capital Improvements: A minimum monthly charge "at the current rate" per use/unit equivalency.

Sec 15.4 Reconnection Charges

Customers whose service has been disconnected pursuant to Article 10, Section 10.3 and who now wish to have their service reconnected shall pay “at the current rate” for a Reconnection Charge.

Sec 15.5 Deposits

One-unit residential dwelling: “at the current rate”

Rental properties with Commercial accounts: “at the current rate”

Sec. 15.6 Late Fees

To be charged “at the current rate” per residential or commercial unit

Sec 15.7 Bulk Water

RCSD does not allow sales of bulk water.

Sec 15.8 Nonprofit Irrigation Rate

Non-profit organizations whose sole use of water is irrigating playing fields used primarily for youth athletic activities may apply for an irrigation only water rate.

Sec 15.9 Rates, fees and penalties are set by Resolution of the District Board of Directors

Following annual evaluation any adjustment of rates and fees shall be accomplished by resolution by the District’s Board of Directors as required to be fiscally responsible to the requirements of the community and in compliance with state and local regulations. The current rates and fees will be set by the most recent Board Resolution of record.

ARTICLE 16 - TIME OF TAKING EFFECT

Sec 16.1 This ordinance shall take effect

This Ordinance shall take effect thirty days after its adoption by the Board of Directors, provided that a summary of this ordinance as adopted is published in a newspaper of general circulation throughout the District and the full text of the ordinance as adopted is posted at the District offices within fifteen days after the adoption of this amendment by the Board of Directors.

AYES: DIRECTORS: Dian Griffith, Michael McKaskle, Marie Etherton, Tammy Willison,
Arthur M^cClure
NOES: DIRECTORS
ABSENT: DIRECTORS: Arthur M^cClure
ABSTAIN: DIRECTORS

Signature lines

X_____

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X_____

Secretary X_____