

ORDINANCE NO. ~~00-125-01~~

**AN ORDINANCE ESTABLISHING
REGULATIONS AND RULES FOR WATER SALES
BY THE
MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL
AND WATER CONSERVATION IMPROVEMENT DISTRICT**

The Board of Trustees of the Mendocino County Russian River Flood Control and Water Conservation Improvement District does ordain as follows:

| | |
|-------------------|-------------------------------------|
| Article 1 | General Provisions |
| Article 2 | Definitions |
| Article 3 | Application for Purchase of Water |
| Article 4 | General Use Regulations |
| Article 5 | Meters |
| Article 6 | Pricing |
| Article 7 | Billing |
| Article 8 | Discontinuation of Water Supply |
| Article 9 | District Water Conservation Program |
| <u>Article 10</u> | <u>Surplus Water Supply</u> |

**ARTICLE 1
GENERAL PROVISIONS**

Sections:

- 1.10 Short Title: Revocation
- 1.15 Tense, ~~Gender~~ and Number
- 1.20 Water System
- 1.25 Notices
- 1.30 Uniformity of Application
- 1.35 Severability
- 1.40 Penalty for Violation
- 1.45 Ruling Final
- 1.50 ~~References~~ 1.55 Water Purchase Applications
- 1. ~~6055~~ Attorneys' Fees
- 1. ~~6560~~ Non-Responsibility of District

— 1.10 — **Short Title-: Revocation**. This Ordinance shall be known and may be cited as “Russian River Flood Control and Water Conservation Improvement District Ordinance Regarding Water Sales.” and shall revoke, supersede and replace Ordinance 00-01 “Establishing Regulations and Rules for Water Sales” adopted on June 26, 2000, and District Ordinance #17-01 “Establishing Rules and Regulations for Meter Installation” adopted January 8, 2018.

1.15 **Tense, Gender and Number.** - As used herein, the present includes the past and future tenses, and the future includes the present; ~~the masculine gender includes the feminine and neuter;~~ and the singular number includes the plural, and the plural the singular.

1.20 **Water System.** - The District's Water System consists of all rights, and property used for, and useful in, obtaining, ~~treating,~~ conserving, and distributing water for all uses both public and private. - The System includes, but is not limited to all land, easements, personal property, water rights, contract rights, permits, licenses, franchises, other intangible property or rights, wells, tanks, dams, reservoirs, storage facilities, buildings, structures, pumps, pipes and pipelines, intake facilities, ~~treatment plants,~~ and property of any and every description which is now, or hereafter may be, a part of the District's water enterprise.

The District's Water System shall be under the management and control of the District's Board of ~~Directors.~~ Trustees. No person, other than an employee or agent of the District, shall have any right to operate any part of the District's Water System. -Any person who tampers or interferes with any part or component of said System or causes or permits any act or tampering or interfering with the System, shall be liable for any injury or damage caused thereby or resulting therefrom.

1.25 **Notices.** - Any notice, approval, consent, waiver, or other communication required or permitted under this Ordinance shall be in writing and given as follows:

A. ~~A.~~ Any such notice shall be personally served, sent by ~~facsimile, telegram, or cable~~ electronic transmission, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service ~~such as Federal Express.~~

B. ~~B.~~ Said notices shall be deemed given: (a) if personally served, when delivered ~~to the party to whom such notice is addressed;~~ (b) the day of sending, if given sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by electronic transmission facsimile, telegram, or cable, when sent after 5:00 p.m. (PT) on any Business Day; (c) ~~if given by prepaid or certified mail with return receipt requested, on five (5) Business Days after the date of execution of the return receipt mailing,~~ if mailed by certified or registered mail, postage prepaid; (d) if sent by reputable overnight delivery service ~~such as Federal Express,~~ when received with confirmation of delivery. -"Business Day" means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

1.30 **Uniformity of Application.** - Where provision is made in this Ordinance for implementation by resolution, the provisions of such resolution shall apply uniformly to all persons similarly situated and affected thereby.

1.35 **Severability.** - If any provision of this Ordinance is held by a court of competent jurisdiction or an arbitrator or arbitration panel to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way notwithstanding such invalidity, illegality or unenforceability.

~~1.40~~ **Penalty for Violation.**- For failure of the Customer to comply with any part of this Ordinance, or any ordinance, resolution or order fixing the price for sales of water and the terms and conditions for payment of water sold to the public by the District, the Customer's water supply may be discontinued and water shall not be available to the Customer until ~~he or she~~Customer has complied with the Ordinance, resolution or regulation violated.

~~1.45~~ **Rulings Final.**- All rulings of the Board shall be final unless written appeal is made to the Board within five (5) days after receipt of notice of such ruling. -The Board's ruling on an appeal shall be final.

~~1.50~~ **References.** ~~Any reference to a statute, ordinance, or other source enclosed in brackets [] is not part of this Ordinance and shall not be used in interpreting scope or meaning of this Ordinance. Such reference is intended solely for the information and convenience of the user.~~

~~1.55~~ ~~Water Purchase Applications.~~ 1.50 Water Purchase Applications. All applicants for purchase of water shall be required to accept such conditions of delivery as exist at their point of diversion and to hold the District harmless from any and all damages and claims arising out of low or no water conditions.

~~1.60~~55 **Attorneys' Fees.**- If the District prevails in any action to enforce the provisions of this Ordinance, or of any resolution or policy adopted by the Board to implement this Ordinance, or the provisions of any state or federal statute that it has a duty to enforce, it shall be entitled to recover from the opposing party or parties its reasonable attorneys' fees incurred in prosecuting the action.

~~1.65~~60 **Non-Responsibility of District.**- The District will not be responsible for any loss or damage caused by any negligent or unlawful act of any customer or any other person in installing, maintaining, supplying or using any facilities, equipment or appliance for which water is furnished by the District.

ARTICLE 2 DEFINITIONS

Sections:

- 2.10—_ Generally
- 2.15—_ Applicant
- 2.17 Approved Meter
- 2.20—_ Board
- 2.25—_ General Manager
- 2.30—~~Project~~ District Water

~~2.35 Control Valve~~

- 2.40—_ Costs
- 2.45—_ District
- 2.50—_ Customer
- 2.55—_ Customer Service Connection
- 2.57 Measuring Requirements
- 2.60 Person
- ~~2.60~~ 2.63 State Water Board
- 2.65 Surplus Water
- 2.70 Uniform Water Sale and Purchase Agreement
- 2.75 Water Sale and Purchase

2.10 **Generally.**— Unless otherwise provided or the context otherwise requires, the following definitions shall apply to this Ordinance and to any resolution, rule, regulation or order made pursuant to this Ordinance.

2.15 **Applicant.**— “Applicant” means any person, firm, corporation, partnership, limited liability company, trust, public agency, or special district making written application for purchase of water from the District.

~~2.20~~ 2.17 **Approved Meter.** “Approved Meter” means a manufactured instrument for accurately measuring and recording the flow of water in a pipeline that can meet the requirements of the District’s Alternative Compliance Plan under the State Water Resources Control Board- water measurement and reporting regulation and has been approved by the District General Manager.

2.20 **Board.** “Board” means the Board of Trustees of the District.

~~2.25~~ **General Manager.**— “General Manager” means that individual hired by and working under the direction of the Board who is responsible for the administration of the District’s business and the development, maintenance, and operation of its facilities and programs.

~~2.30~~ **Project District Water.** “Project water”**“District Water”** means any and all water available to the District for distribution. water that is released from Coyote Dam that is either surface or underflow as described in Permit #12947 B issued by the State Water Resources Control Board, Division of Water Rights.

~~2.35~~ ~~Control Valve.~~ “Control valve” means a valve, located in the Customer’s piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter to the Customer.

~~2.40~~ **Costs.** “Costs” means and includes where the context permits, all costs of environmental review, administration, labor, materials, transportation, supervision, engineering, construction of capital improvements, maintenance and operations expenses, and costs of funding a prudent reserve.

~~2.45~~ **District.** “District” means Mendocino County Russian River Flood Control and Water Conservation Improvement District.

~~2.50~~ **Customer.** “Customer” means any individual, corporation, limited liability company, partnership, trust, public agency, or special district whose Application for purchase of water from the District is accepted by the District, and who executes a Uniform Water Sale and Purchase Agreement in the form approved by the District’s Board of Trustees.

~~2.55~~ ~~Person.~~ 2.55 Customer Service Connection. “Customer Service Connection” shall mean the location(s) where Customer diverts District Water from the Russian River as identified in Uniform Water Supply & Purchase Agreement.

2.57 Measuring Requirements. “Measuring Requirements” shall mean the requirements of the State Water Resources Control Board water measurement and reporting regulation, as implemented in Article 3 (commencing with Section 1840) Chapter 12 of Part 2 of Division 2 of the Water Code and the implementing regulations adopted by the State Water Board, as they may be amended from time to time.

2.60 Person. “Person” means any human being, individual, company, limited liability company, partnership, corporation, governmental entity, governmental agency, special district, public corporation, political subdivision, the State of California, the United States of America, and any federally recognized Indian tribe or band, or any group or combination of the foregoing acting in concert.

~~2.60~~ ~~63~~ State Water Board. “State Water Board” means the State Water Resources Control Board.

2.65 Surplus Water. “Surplus Water” shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet its Customer demand for the water year.

2.70 Uniform Water Sale and Purchase— Agreement. “Uniform Water Supply Agreement” or “Contract” shall mean that agreement adopted by the District for use in providing water to its Customers.

2.75 Water Sale and Purchase. “Water sale and ~~purchase~~ Purchase” means the provision of water supply by the District to a Customer pursuant to a fully executed Uniform Water Sale and Purchase Agreement in a form approved by the District’s Board of Trustees which sets forth the terms and conditions for purchase of water supply by the Customer from the District.

ARTICLE 3
APPLICATION AND CONTRACT FOR PURCHASE OF WATER

Sections:

- ~~_____~~ 3.10 ~~_____~~ Application - Required
- ~~_____~~ 3.15 ~~_____~~ Application - Contents
- ~~_____~~ 3.20 ~~_____~~ Payments to Accompany Application
- ~~_____~~ 3.25 ~~_____~~ Other Preconditions
- ~~_____~~ 3.50 Uniform Water Sale and Purchase Agreement

~~_____~~ 3.10 **Application - Required.** -Each Applicant for the purchase of water from the District shall complete, sign, and submit an application in writing on a form provided by the District. -The Applicant shall be the Customer who proposes to purchase ~~water~~District Water from the District. - Submission of an application shall not constitute a contract or other obligation requiring the District to sell ~~water~~District Water to the Applicant.

~~_____~~ 3.15 **Application - Contents.** -The application shall be in the form and contain such information as the District may prescribe. -The application shall accurately describe the point of diversion at which the Applicant proposes to divert ~~water~~District Water to be sold and supplied by the District. -The application shall also contain covenants by the Applicant to comply with this Ordinance and -all the regulations of the District regarding the purchase and sale of ~~water~~District Water, to promptly pay all fees and charges for ~~water~~District Water purchased from the District, and to enter into a form of Uniform Water Sale and Purchase Agreement ~~in a form previously~~ approved by the District's Board of Trustees. -The application shall contain an estimate and documentation of the quantity of ~~water~~District Water the Applicant proposes to purchase from the District over a one (1) ~~water~~ year period.

~~_____~~ 3.20 **Payments to Accompany Application.** - The District may charge an application fee to defray the administrative and environmental costs of analyzing and responding to the application. -The District may also require any Applicant to pay a deposit which may be forfeited if the Applicant does not execute a Uniform Water Sale and Purchase Agreement in a form approved by the District's Board of Trustees within thirty (30) days after notice from the District that the application has been accepted and approved. -The application fee and the deposit will be established by Board resolution pursuant to Section 6.15 of this Ordinance.

~~_____~~ 3.25 **Other Preconditions.** -The application shall not be accepted and the District shall not enter into a Uniform Water Sale and Purchase Agreement with the Applicant until the District has determined that the Applicant has constructed sufficient pumping, conveyance, storage, and metering facilities to maximize the beneficial use of ~~water~~District Water to be sold by the District to the Applicant, to further water conservation efforts by the District, and to provide a reliable and verifiable system for metering the amount of ~~water~~District Water to be purchased by the Applicant from the District.

~~_____~~ 3.50 Uniform Water Sale and Purchase Agreement. All Customers shall enter into the Uniform Water Sale and Purchase Agreement currently adopted by the District to contract

for water service. The Uniform Water Sale and Purchase Agreement may be updated by the District at reasonable intervals.

ARTICLE 4
GENERAL USE REGULATIONS

Sections:

| | |
|-----------------|---|
| 4.10 | Water Waste |
| 4.15 | District Equipment and Facilities |
| 4.20 | Damage |
| 4.25 | Mandatory Conservation |
| 4.30 | Health and Safety, Suspension of Delivery |
| 4.35 | Interruption of Water Service |
| 4.40 | District Access to Private Property |
| 4.45 | Regulation of Customer Facilities |
| 4.50 | Responsibility for Equipment |
| 4.55 | Water Pressure Regulation |
| 4.60 | Resale of Water |

~~4.10~~ **Water Waste.** -No person willfully or negligently shall permit leaks or any kind of waste of ~~water~~District Water supplied by the District, including waste by allowing ~~water~~District Water to flow in unusual or excessive amounts onto the ~~user's~~Customer's premises or elsewhere without being applied to a beneficial use.- The District may discontinue service to a Customer who fails to take corrective action within five (5) days after notice is given to the Customer of such condition of waste.

~~4.15~~ **District Equipment and Facilities.**- Normally, a Customer will be required to install its own meter, pumping facilities, and conveyance facilities to transfer ~~the water~~District Water sold by the District to the Customer from the Customer Service Connection.- To the extent that a Customer's facilities are supplemented by similar facilities installed by the District on private property to facilitate the sale and delivery of ~~water~~District Water to a Customer, such facilities and equipment installed by the District shall remain the District's property, and may be maintained, repaired or replaced by the District without prior notice to or consent of the Customer. The Customer shall exercise reasonable care in protecting any such District facilities, equipment and water resources. -In no event shall the District be required to install or maintain its own facilities on private property to assist in measuring, pumping, or conveyance of ~~water~~District Water after delivery by the District to the Customer's Service Connection. -Likewise, the District assumes no responsibility for the delivery of ~~water~~District Water to privately owned pipelines or systems, nor shall it assume any responsibility for damages resulting from the operation of any such private conveyance system even though ~~water~~District Water may be received from the District's Water System.

—4.20_ **Damage.**- The Customer shall promptly notify the District of any damage to District or Customer provided facilities or equipment used to account for ~~water~~District Water or electric usage or measurement~~;~~.

—4.25_ **Mandatory Conservation.**— The Board by resolution shall adopt a conservation plan for all Customers.- The plan shall incorporate key elements of Chapter 3 of the State of California Water Code, Minimum Element - Forecast supply, assess drought mitigation options, establish triggering levels, develop demand reduction programs, adopt a drought plan, monitor results, and adjust drought status.

—4.30_ **Health and Safety, Suspension of Delivery.** -The District may suspend the delivery of ~~water~~District Water purchased by a Customer to a Customer's Service Connection on twenty-four (24) hour notice when the District determines that a hazard to public health and safety or the environment exists which arises from or relates to the metering, pumping and conveyance facilities, and any other apparatus or equipment installed by the Customer at its Service Connection.- The Customer and District representative shall meet and confer regarding corrective actions to be taken to remove the health and safety hazard. -Any and all corrective actions taken shall be at the sole cost and expense of Customer.- District reserves the right to continue the suspension of deliveries until the hazardous condition has been remedied.

—4.35_ **Interruption of Water Service.** -The District does not guarantee continuous delivery of ~~water~~District Water on demand. -From time to time, it may be necessary for the District to shut off the flow of ~~water~~District Water in its water system.- Except in emergencies, such stoppages will not be made without prior notice to the Customers involved. -The District shall not assume any responsibility for loss or damages which may occur due to interruption of ~~water~~ service.- of District Water.

—4.40_ **District Access to Private Property.**- Authorized agents of the District shall be allowed to enter Customer's private property in order to evaluate, test, inspect, and/or monitor the operation of metering, pumping, and conveyance facilities installed by the Customer at its Service Connection, with prior notice to and consent of the Customer. -No person shall prevent an authorized agent of the District from carrying out ~~his or her~~the agent's duties pursuant to this section.

—4.45_ **Regulation of Customer Facilities.**- The District may, by ordinance or resolution, specify regulations setting forth minimum specifications for those metering, pumping, and conveyance facilities to be installed by Customer at its Service Connection.

—4.50_ **Responsibility for Equipment.** -At ~~his or her~~the Customer's own risk and expense, each Customer shall furnish, install, and keep in good and safe condition all equipment, including meters, that may be required to receive, control and use ~~water~~District Water sold and delivered to Customer by District.- The District shall not be liable for any loss or damage caused by improper installation or use of such equipment caused by the agents, employees, contractors, licensees, and permittees of Customer.- Nor shall the District be liable for damage to property, either upon commencement of deliveries to a Customer Service Connection, or when deliveries resume after temporary interruption.

—4.55_ **Water Pressure Regulation.** -The District assumes no responsibility for water pressure regulation with respect to ~~water~~District Water delivered to a Customer.— The Customer shall be responsible for providing whatever water pressure regulation measures are necessary for Customer’s water distribution system.

—4.60_ **Resale of Water.** -No Customer may resell any portion of the ~~water~~District Water furnished by the District, except that public agencies and private companies authorized to sell and/or distribute water may receive special authorization to resell ~~water~~District Water furnished by the District upon approval of the District’s Board of Directors, and execution of appropriate documentation.

ARTICLE 5 METERS

Sections:

- ~~5.10 Installation~~
- ~~5.15 Service Connections~~
- ~~5.20 Meter Installations~~
- ~~5.25 Repair and Maintenance~~
- ~~5.30 Change in Location~~
- ~~5.35 Change in Equipment~~
- ~~5.40 Meter Readings~~
- ~~5.5 Meter Testing~~
- ~~5.50 Non-Registering Meters~~
- ~~5.55 Violations~~
- ~~5.60 Damaging or Tampering with Meters~~

~~5.10 — **Installation.** All deliveries of Project Wwater sold by the District to a Customer shall be metered. Meters are the property of the owner unless specifically otherwise provided, and the District reserves the right to independently inspect, test, and to require service of such meters. Only authorized employees and agents of the District shall be permitted to seal, inspect, and test meters. All meters shall be sealed at time of installation and no seal shall be altered or broken except by an authorized agent of the District.~~

~~5.15 — **Service Connections.** Upon the approval of an application from a Customer for the purchase and delivery of water by the District to the Customer, the Customer shall furnish and install a meter of such size and at such diversion point as the applicant requests, subject to the approval of District.~~

~~5.155.20 — **Meter Installations.** After approval of a Customer’s application by the District, the Customer shall install a meter at the point of diversion from which Customer proposes to divert Project Wwater to be purchased from District for Customer’s use. The Customer and the District shall mutually agree as to the size and location of the meter. The District shall not be liable for rents or other charges related to Customer’s placement or installation of Customer’s meter. The District must install a seal on the meter before it can be used. All meters will be tested by the District prior to full operation. No meter may be used that registers more than two percent (2%) fast or slow.~~

~~5.205 **Repair and Maintenance.** It shall be the responsibility of the Customer to maintain the meter in good working order at all times.~~

~~5.2530 **Change in Location.** No meter shall be relocated without the prior written approval of the General Manager. All relocation work shall be done by the Customer or under Customer's direction. All costs of relocating a meter shall be borne (a) by the Customer where the meter is moved for the Customer's convenience or to provide required access to the meter; or (b) by the District where the District requests that the meter be relocated.~~

~~5.3035 **Change in Equipment.** Where a larger meter is required because of material change in the size, character or extent of a Customer's equipment, operations, or water supply needs, the Customer shall obtain and install a larger meter at its own expense after District approval.~~

~~5.3540 **Meter Readings.** District shall have the authority to enter Customer's property for purposes of reading the meter. Meters shall be read at a frequency established by the General Manager or his/her designated agent, or as specified in the Water Sale and Purchase Agreement between the District and the Customer to permit the computation, preparation and mailing of bills as soon thereafter as practicable.~~

~~5.4045 **Meter Testing.** District shall have the authority to enter Customer's property for purpose of testing accuracy of meters.~~

~~5.4550 **Non-Registering Meters.** If a meter does not register, amounts of Project Wwater sold and delivered will be reasonably estimated by District based upon Customer's on previous or estimated use.~~

~~5.5055 **Violations.** The District may, at its option, either discontinue service or require installation of a District-owned meter of appropriate size at Customer's expensecost.~~

~~5.5560 **Damaging or Tampering with Meters.** Whenever the District has determined that a water meter has been damaged or tampered with in such a manner that the meter does not properly register the consumption of water, the meter shall be locked or removed and the water service terminated. The meter shall not be opened or reinstalled for service until all the following charges have been paid: (1) outstanding water bills for the property being served by the meter; (2) a charge for servicing or repairing the meter equal to the District's expense for time and materials; (3) a charge for estimated quantity of Project Wwater consumed but not paid for since the last regular correct reading, which shall be determined on the basis of prior use with respect to the account of the Customer with the meter that has been damaged or tampered with.~~

3.10 Meter Requirements
3.15 Installation
3.20 Operation
3.25 Meter Access
3.30 Meter Reading
3.35 Meter Testing

- 3.40 Change in Location
- 3.45 Change in Equipment
- 3.50 Back-up Measurement
- 3.55 Altering Meters
- 3.60 Violations

3.10 **Meter Requirements.** All deliveries of water sold by the District to Customer shall be metered with an Approved Meter. Customer and District shall mutually agree on the Approved Meter specifications and installation location and District shall furnish the Approved Meter which will remain the property of the District. Customer may use the Customer's own meter if it meets Approved Meter standards as determined by the General Manager. The district can purchase Approved Meters from those Customers that have already purchased Approved Meters. The purchase price for Approved Meters will be the unit cost of the meter only, documented by a written receipt provided by the Customer. Customers without receipts will receive the unit cost as provided by the manufacturer. Upon such payment, the Approved Meters will be owned by the District.

3.15 **Installation.** Customer is responsible for the cost of Approved Meter installation in accordance with the standards set forth in this Ordinance. All Approved Meters must be easily accessible to meter readers and repair technicians. The district shall not be liable for rents or other charges related to Customer placement or installation of Customer's Approved Meter. All Approved Meters will be tested by the District prior to full operation. After installation of any Approved Meter, District approval will be required to change the location of the Approved Meter from the existing Customer Service Connection, alter, or interfere in any way with the Approved Meter.

3.20 **Operation.** It shall be the responsibility of the Customer to report to the District if District owned Approved Meters are not in good working order at all times. It shall be the responsibility of the Customer to maintain Customer owned Approved Meters in good working order at all times.

3.25 **Meter Access.** It is the responsibility of Customer to provide District representatives with adequate access to Approved Meters and remote reading devices, and District shall have the authority to enter Customer's property for purpose of reading the Approved Meter and testing the accuracy of Approved Meters. Obstacles that prevent convenient access to the Approved Meter must be removed. Customers must provide an accessible location for their Approved Meter so they can be easily read, tested, or inspected by authorized District employees or vendors. If Approved Meter access is required by the District, Customer shall provide such access as noted on bills or otherwise presented.

3.30 **Meter Reading.** Approved Meters shall be read at a frequency established by the General Manager as specified in the Uniform Water Sale and Purchase Agreement to permit the computation, operation, and mailing of bills as soon thereafter as practicable, and in compliance with the legal requirements imposed by the State Water Board on the District.

3.35 **Meter Testing.**

3.351 An Approved Meter may be tested whenever the District has reason to believe it is failing to function properly. It is the District's right to contract for or independently inspect, test, and require service of such Approved Meters. Authorized employees or contracted vendors of the District shall be permitted to inspect and test Approved Meters when requested by District. An Approved Meter is considered accurate when it meets the requirements of the Measuring Requirements.

3.35.2 Approved Meters shall be checked for accuracy whenever an Approved Meter is installed or repaired, and at regular intervals thereafter upon request of the District or the State Water Board, in accordance with the Measuring Requirements. Approved Meters determined not to be accurate shall be repaired or replaced by District within a period not to exceed sixty (60) days, or as soon as can be coordinated with Customer after the inaccuracy is detected. District shall contact Customer directly to coordinate installation, testing and/or repair.

3.40 Changes in Location. No Approved Meter shall be relocated from the existing Customer Service Connection without the prior written approval of the General Manager. All relocation work shall be done by the Customer or under Customer's direction. All costs of relocating an Approved Meter shall be borne by Customer where the Approved Meter is moved for Customer's convenience or to provide required access to the Approved Meter.

3.45 Changes in Equipment. A larger Approved Meter that is required because of a material change in the size, character, or extent of a Customer's equipment, operation, or water supply needs, will be supplied by the District after notification of such material change(s) by Customer in compliance with Article 3.1 and all other provisions of this Ordinance. Installation cost will be the responsibility of Customer.

3.50 Back-up Measurement. Customers shall be prepared to provide another acceptable method of computing diversions during any period of Approved Meter failure to avoid the loss of such information. Two acceptable back-up methods consist of using hour meters and records on pumping rates or use of power company records and pump efficiency tests that are no more than three (3) years old and are adjusted for average pumping level during the period of use. If special circumstances exist where either of these back-up procedures cannot be used, or are impracticable to use, Customer shall request approval of another alternative back-up procedure from District. District will provide assistance and will review the requested alternative back-up procedure and notify Customer whether the proposed back-up procedure is approved or denied. If an Approved Meter does not register, and no back-up measurement is in place, amounts of water sold and delivered will be established based on previous use.

3.55 Altering Meters. It shall be a violation of this Ordinance for any person to alter, remove, reset, adjust, manipulate, obstruct, or in any manner interfere or tamper with or procure or cause or direct any person to alter, remove, reset, adjust, manipulate, obstruct, or in any manner interfere or tamper with any Approved Meter to improperly or inaccurately measure and record. Customers shall be responsible for paying for the cost of damages to any Approved Meter caused by neglect, abuse, or other Customer action as determined by the General Manager

or Board of Trustees. Customer is responsible for seasonally removing Approved Meters from flood prone areas where flooding could destroy Approved Meters.

3.60 **Violations.** Upon finding of a violation of this Article by a Customer, District may, at its option, either discontinue service or require installation of a District owned Approved Meter of appropriate size at Customers' cost.

DRAFT

**ARTICLE 6
PRICING**

Sections:

- 6.10— Price Schedule
- 6.15— Other Fees
- 6.20— Modification of Price Schedule

6.10 **Price Schedule.** -The Board shall, by resolution, fix the price per unit at which ~~water~~District Water will be sold to each Customer of the District on an annual basis- with the approval of the District annual fiscal year budget. Such price shall reflect all costs and out-of-pocket expenses directly incurred by the District in delivering ~~water~~District Water for sale to the Service Connection of each Customer.- The District's costs shall include the actual cost per acre foot to (a) obtain water from its sources ~~in California~~; (b) convey ~~the water~~District Water to each Customer Service Connection; (c) pay any required fees and costs for water supply and conveyance to each Customer Service Connection; (d) pay any costs of environmental review; (e) pay any conveyance cost of ~~the water~~District Water supplied to each Customer including costs of electrical power; (f) pay the principal and interest on any bonded debt for capital improvements and any bond redemption costs; (g) pay ordinary administration and maintenance expenses of the District; (h) pay the cost of construction of new capital improvements; (i) pay the cost of maintenance and operation of all capital improvements; (j) set aside funds for the funding of a prudent reserve-; (k) comply with California and federal laws.

6.15 **Other Fees.**- By resolution the Board shall fix the amount of the following fees applicable to Customers who have entered into a Uniform Water Sale and Purchase Agreement with the District:

- A.— Charge to reseal meter
- B.— Charge to test or witness meter test
- C.— Return check charges
- D.— Late payment charge for failure to pay contract payments and other fees in a timely manner
- E.— Charge for unauthorized meter use
- F.— Application fee
- G.— Deposit regarding execution of Uniform Water Sale and Purchase Agreement
- H.— Reconnect fees
- I.— Penalties and collection charges

6.20 **Modification of Price Schedule.**- By resolution the Board may amend, alter, modify, increase, or decrease any fees provided for in Section 6.15 above. ~~The price schedule applicable to any particular Water Sale and Purchase Agreement between the District and any Customer is subject to change during the term of the Agreement only by mutual agreement of the Parties.~~ However, the The District reserves the right to alter its pricing schedule on an annual basis so as to include all of the District's costs incurred in providing ~~water supply~~District Water to its Customers.

**ARTICLE 7
BILLING**

Sections:

- 7.10—_ Billing Period
- 7.15—_ Payment
- 7.20—_ Delinquency
- 7.25—_ Penalties and Collection Charges
- 7.30—_ Billing of Separate Meters

—7.10_ **Billing Period.** ~~Billing arrangements are subject to negotiation between the District and the~~ shall bill each Customer ~~prior to execution of annually as provided in the Uniform Water Sale and Purchase Agreement between the District and the Customer.~~

—7.15_ **Payment.** Bills for sale and delivery of ~~water~~ District Water shall be mailed or delivered to the Customer ~~no later than the tenth day on or about February 1~~ of each ~~month~~ year, and all such bills are payable upon presentation.

—7.20_ **Delinquency.** Bills for sale and delivery of ~~water~~ District Water not paid on or before the twenty-fifth day following the billing date shall be considered delinquent, at which time ~~a notice will be sent from the District~~ may implement any remedies allowed by the Uniform Water Sale and Purchase Agreement, including, but not limited to, providing notice to the Customer advising the Customer that ~~water~~ District Water supply and delivery will be discontinued ~~if full payment is not received within five (5) days.~~

—7.25_ **Penalties and Collection Charges.** The District shall impose and collect such reasonable late payment penalties for delinquent accounts as the Board may fix by resolution pursuant to ~~Section 6.15 of this Ordinance.~~ Such charges include late fees, interest, returned check charges, bank fees, rebilling costs, redeposit and accounting costs, and field collection fees.

—7.30_ **Billing of Separate Meters.** Separate bills will be rendered for each meter installation.

**ARTICLE 8
DISCONTINUATION OF WATER SUPPLY**

Sections:

- 8.10— Discontinuation of Water Supply
- 8.15— Deposits and Refunds
- 8.20— Resumption of Water Supply After Discontinuation
- 8.25— Noncompliance with Regulations

—8.10 **Discontinuation of Water Supply.** ~~District may discontinue water District Water supply to a Customer Service Connection for nonpayment of bills no earlier than the . Prior to discontinuing water service under this Agreement, District must provide Customer thirty-fifth day following the end of the billing period for (30) days' advance written notice prior to the proposed discontinuance, specifying the grounds upon which the bill was sent. At least five (5) days prior to such discontinuance of water supply, the Customer will action is to be sent a final notice that taken. Before discontinuance of water supply will be enforced if payment is not made within the service, the Customer shall have the time specified in said notice opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or their designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customers shall be entitled to appeal any decision of the General Manager to the Board of Trustees. If a Customer receives water District Water supply at more than one Service Connection and the bill for water supply District Water at any one Service Connection is not paid within the time provided for payment, water District Water supply may be discontinued at all Service Connections utilized by that Customer.~~

—8.15 **Deposits and Refunds.** ~~Upon discontinuation of water District Water supply to a Customer for nonpayment, the District shall apply any deposit previously paid by the Customer to the District as credit towards the amount of the Customer's delinquent bill. If the deposit exceeds the amount of any unpaid bill or debt owed to the District, the District will promptly refund the balance of the deposit to the Customer.~~

—8.20 **Resumption of Water Supply After Discontinuation.** ~~If a Customer defaults in the performance of its Uniform Water Sale and Purchase Agreement with the District by reason of nonpayment or any other event of default, the District shall have the right to discontinue water District Water supply to that Customer until all contract payments and other fees due and owing to the District have been paid by Customer. In order to resume water District Water supply after any such discontinuance, the Customer will be required to execute a new Uniform Water Sale and Purchase Agreement in the form approved by the District's Board of Trustees and may be required to pay a deposit to the District, in an amount to be determined by the Board of Trustees, sufficient to prepay a significant portion of the bills to be incurred by the Customer for water sale and delivery pursuant to the new Uniform Water Sale and Purchase Agreement executed by the Customer and the District.~~

—8.25 **Noncompliance with Regulations.** ~~District Water supply may be discontinued by the District for noncompliance by a Customer with this or any other ordinance or~~

regulation adopted by the District's Board of Trustees with respect to the sale and delivery of ~~water~~District Water to Customers.- In the event of violation of any terms of this Ordinance other than failure of a Customer to pay any ~~water~~District Water service charge prior to delinquency, District may discontinue ~~water~~District Water supply to the Customer by providing ~~ten (10)~~thirty (30) days advance written notice prior to the proposed discontinuance of the District's intent to discontinue service and specifying the grounds upon which the action is to be taken. -Notice shall be mailed to the address of record for the Customer. -Before discontinuance of the service, the Customer shall have the opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or ~~his/her~~their designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customers shall be entitled to appeal any decision of the General Manager to the Board of Trustees.

**ARTICLE 9
DISTRICT WATER CONSERVATION PROGRAM**

Sections:

9.10—_ Establishment of Conservation Program

9.15—_ Determination and Declaration ~~by General Manager of~~

9.20 Water ~~Supply Conditions~~

~~—9.20—~~ ~~Water~~ Conservation Enforcement Measurers

9.10_ **Establishment of Conservation Program.** There is hereby established the District Water Conservation Program which shall be administered as provided in this section. ~~—~~This Program is adopted pursuant to the laws of the State of California. ~~—~~Any violation of the provisions in this section is a misdemeanor.

~~—~~9.15_ **Determination and Declaration** ~~by General Manager of Water Supply Conditions.~~

9.15.1 During any period of threatened or actual water shortage, the District has the right to apportion its available ~~water~~District Water supply among ~~consumers~~Customers in a manner that appears most equitable with due regard to public health and safety.

~~—~~9.15.2 The ~~General Manager of the~~ District ~~with~~ Board ~~concurrence,~~ based ~~upon~~of Trustees will use all available data, ~~shall determine and declare whether the District's regarding~~ water supply and/or distribution ~~is in one of the five following conditions, and post considering a notice at the District Administration Building~~ formal declaration of the Water Conservation Program Stages listed below.

~~—~~A. ~~—~~ **Stage I – Normal Water Supply.** The District's supply or distribution system is able to meet all the water demands of its Customers in the immediate future.

~~—~~B. ~~—~~ **Stage II – Water Alert.** There is a probability that the District's supply or distribution system will not be able to meet all of the water demands of its Customers.

~~—~~C. ~~—~~ **Stage III – Water Warning.** The District's supply or distribution system is not able to meet all of the water demands of its Customers.

~~—~~D. ~~—~~ **Stage IV – Water Crisis.** The District's supply or distribution system is not able to meet all the water demands of its Customers under Stage III – Water Warning requirements.

~~—~~E. ~~—~~ **Stage V – Water Emergency.**

A. Stage I - Water Warning. Under current and forecasted conditions, there is a high probability that the District will be unable to meet all demand of its Customers with District Water. The District calls for customers to enact water conservation measures, begin voluntarily reducing District Water demand, and follow any approved State

Water Resources Control Board Emergency Regulations in effect.

B. Stage II – Water Crisis. Under current and forecasted conditions, the District will be unable to meet all water demands of its Customers with District Water. The District calls for customers to increase water conservation measures, voluntarily reducing District Water demand, and follow any approved State Water Resources Control Board Emergency Regulations in effect.

A.C. Stage III - Water Emergency. The District is experiencing a major failure of a supply, or storage, or distribution facility, of District water. The District calls for customers to further reduce demand on District Water to prioritize water for human consumption, sanitation, and fire protection and follow any approved State Water Resources Control Board Emergency Regulations in effect.

–9.15.3 The District General Manager shall post and communicate the Board of Trustees’ declaration of the applicable Water Conservation Program Stage on the District website, at the District office, and directly to each customer through electronic message or other identified preferred method of communication.

9.15.4 As soon as a particular ~~condition~~stage is declared by the Board of Trustees to exist, the water conservation measures provided for herein for that ~~condition~~stage shall apply to the area designated for District ~~water~~Water service until a different ~~condition~~stage is declared (~~See Water Conservation Measures Appendix~~).or the declaration rescinded.

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9.15.5 If no District declaration is in effect, the stage will be considered ‘Normal’ meaning the District is able to meet all the water demands of its Customers in the immediate future with District Water.

9.20 Water Conservation Enforcement Measures.- Water conservation enforcement measures for persistent water wasters shall offer the following sequence of notification, discontinuance of service, and progressive reconnect fees.

A. ————A.——— Notify Customer of water waste condition in writing ~~on District information form~~ with first letter offering service to help correct the situation and follow up with one-on-one contact over a two (2) week period.

A.B. ————B.——— Send a second letter giving a specific date for correction and notice that the District will, after that date, terminate service until a reconnect fee is paid. -Said reconnect fees shall be established in a resolution by the Board of Trustees of the District.

ARTICLE 10
SURPLUS WATER

Sections:

10.10 Annual Determination of Surplus Water

10.15 Allocation of Surplus Water

10.10 Annual Determination of Surplus Water. The District shall determine annually whether or not there is Surplus Water available.

10.15 Allocation of Surplus Water.

- A. Additional Allocations to Customers. Each year in which the District has determined there is Surplus Water available, the District shall offer, ~~at rates not to exceed those established in the Contract,~~ all or a portion of the Surplus Water to its Customers. Any Customer may purchase all or part of such Surplus Water. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District's issuance of the Notice of Surplus Availability; ~~provided, that in the event the Customer does not indicate to the District, in writing, its desire to accept and pay for Surplus Water offered within fifteen (15) days after receiving written notice from the District of its availability, Customer's right to purchase Surplus Water shall terminate for that year. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus by providing written notice to the District.~~ If the Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under this Agreement.
- B. Redwood Valley County Water District. Any Surplus Water not purchased by Customers as provided in Section 10.15 A shall be made available to Redwood Valley County Water District as required by Mendocino County Superior Court stipulated judgment in Mendocino County v. Redwood Valley, Case No. 42059.

The foregoing Ordinance was introduced and read once at a regular meeting of the Board of Trustees of the Mendocino County Russian River Flood Control and Water Conservation Improvement District held on ~~April 24, 2000,~~ _____, and was passed and adopted at a regular meeting of said Board of Trustees held on ~~June 26, 2000,~~ _____, by the following vote:

| | |
|---------------------------------------|------------------------------------|
| <u>Christopher Watt, President</u> | <u>Yes / No / Abstain / Absent</u> |
| <u>Tyler Rodrigue, Vice President</u> | <u>Yes / No / Abstain / Absent</u> |
| <u>John Bailey, Treasurer</u> | <u>Yes / No / Abstain / Absent</u> |
| <u>John Reardan, Trustee</u> | <u>Yes / No / Abstain / Absent</u> |
| <u>Dave Koball, Trustee</u> | <u>Yes / No / Abstain / Absent</u> |

Signed: _____
Christopher Watt, Board of Trustees President Date

Attest: _____
Elizabeth Salomone, General Manager Date