

- d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events. However, where the District is acting in a host capacity, those host-related expenses, including entertainment expenses and meals, may be reimbursed with prior approval from the Board of Directors;
- e. Non-mileage personal automobile expenses, including traffic citations; and,
- f. Personal losses incurred while on District business.

2-1-12-4 Disputed Expenses: Any question regarding the propriety of a particular type of expense or the need for the Board Member to pre-approve an expense should be resolved with the General Manager before the expense is incurred. Any Board Member's expenses that the General Manager determines do not fall within the scope of this Policy shall be considered by the Board, in a public meeting, before the expense is approved. However, the Board shall not approve any expense expressly prohibited by statute or any other section of this policy.

2-1-12-5 Reimbursement Rates: The District's reimbursements rates for lodging, meals and incidental expenses shall be limited as provided

for in this Section 12 of Chapter 1 of Title 2. In the event that a Board Members expenses exceed the reimbursements rates provided for herein, the Board Member must pay from their own personal funds the difference between the actual expense and the reimbursement rate. However, in those limited situations wherein the reimbursements rates provided herein are insufficient to properly reimburse the Board Member, the Member may seek relief from the Board prior to the incurrence of the expense at a public meeting of the Board.

2-1-12-6 Expense Reports: Board Members shall submit expense report forms, as provided by the District, to the Board Secretary within thirty (30) days of incurring the expense. The expense report is to be signed, under penalty of perjury, and state that all expenses listed were necessary, reasonable and incurred in connection with District business and in conformity with this Policy.

2-1-12-7 Documentation of Expenses: In order to qualify for reimbursement, expense reports must be accompanied by documentary evidence, such as a receipt, canceled check, credit card statement or bill, for each expense. The documentary evidence should show the amount, date, place, and essential character of the expense.

- a. **Canceled Check, Credit Card Statement or Bill:** If the evidence submitted is a canceled check, credit card statement or bill, it must be itemized so as to sufficiently indicate which costs the Board Member claims are in connection with District-approved travel and for what purpose such costs were incurred. For example, an itemized hotel bill (e.g., including line items for room cost, parking fee, and room tax with the respective cost of each listed on the bill) would contain a sufficient level of detail to meet this requirement. In contrast, a line item on a credit card statement showing X dollars spent at Y hotel would not contain a sufficient level of detail to meet this requirement
- b. **Accompanying Statement:** Any evidence submitted must be attached to a written and signed statement from the Board Member attesting that the evidence is an accurate depiction of the expense and that the charges are appropriate and were incurred in connection with District business and in conformity with this Policy.
- c. **Review of Forms and Documentary Evidence:** The Board Secretary shall review all forms and documentary evidence for appropriateness and compliance with this Policy. Any disputed expense should be discussed between the Board Secretary and the General Manager, and between the two, the General

Manager, shall make the final determination as to whether a disputed expense shall be reimbursed.

d. Disclosure of Documentary Evidence: All documents related to reimbursable District expenditures are subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

2-1-12-8 Lodging: To conserve District resources and keep expenses within reasonable standards for Board Members, expenditures shall adhere to the following guidelines:

a. Lodging costs will be reimbursed, or paid for, when a Board Member's travel on Board Member District business reasonably requires an overnight stay, subject to the following limitations:

i. Unless prior approval is granted by the Board of Directors, lodging allowances shall be limited to Two Hundred and Fifty Dollars (\$250.00) per day plus all applicable taxes and gratuities.

ii. Board Members shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

- iii. Notwithstanding subsection (i) above, a Board Member may receive a lodging allowance of more than Two Hundred and Fifty Dollars (\$250.00) per day plus all applicable taxes and gratuities, if the lodging is in connection with a conference or other organized educational activity, and the lodging cost does not exceed the maximum group rate published by the conference or activity sponsor.

2-1-12-9 Transportation:

- a. **Mode and Route:** Board Members shall use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo requirements, and the most direct and time-efficient route.
- b. **Group Rates:** Board Members shall use government and group rates offered by a provider of transportation, when available.
- c. **Incidental Expenses:** Bridge, road tolls, parking fees, and other similar incidental expenses, are reimbursable.

- d. **Miscellaneous Ground Transportation:** Taxi, bus, train, shuttle or other similar fares, including associated gratuities of up to 15 percent, are reimbursable.
- e. **Personal Automobiles:** Automobile mileage is reimbursable at the Internal Revenue Service rate in effect at the time of the trip. The reimbursable amount shall be based on the actual mileage traveled for the purposes of the Board Member duties. For ease of reference, a Board Member may use a mapping system to determine the reimbursable mileage for a trip. In no case shall the amount of mileage reimbursement exceed the cost of the least expensive ticket available via commercial air travel also taking into account the need and cost for ground transportation upon arrival. However, this mileage reimbursement limit shall not apply if the least expensive commercial air travel ticket available is not conducive to achieving the District's business in a reasonable fashion taking into account such factors as timing and convenience to those engaged in the District's business.

2-1-12-10 Air Travel:

- a. Airfare shall be reimbursed at the actual ticket cost as stated on the receipt. The District will only reimburse up to the cost of the least expensive ticket available within the confines of the itinerary via commercial air travel.

2-1-12-11 Meals:

- a. Reimbursable meals and/or business meeting expenses must be incurred under conditions conducive to and substantially related to the advancement of the interests of the District.
- b. Whenever meals are provided at an event, or otherwise made available and consumed, meals shall not be reimbursed. If such meal constitutes a conflict of interest, however, then that meal will be reimbursed.
- c. Reimbursement for meals is for reasonable, actual costs, including associated gratuities of up to twenty percent (20%).
- d. There shall be no reimbursement for alcoholic beverages.
- e. Notwithstanding the foregoing; there shall be no reimbursement for meals in excess of the following, unless such reimbursement

has been approved by the Board of Directors at a public meeting prior to the occurrence of the expense.

- i. Breakfast \$15.00 + tax & gratuity.
- ii. Lunch \$15.00 + tax & gratuity.
- iii. Dinner \$45.00 + tax & gratuity.

2-1-12-12 Memberships: The District encourages participation in professional and local civic organizations. Dues and related expenses for individual memberships in organizations are reimbursable only when such memberships provide a specific benefit to the District and have prior approval of the General Manager, or by the Board of Directors, in the case of individual Board Members or the General Manager.

2-1-12-13 Advances:

- a. Board Members attending meetings or traveling on District business may request that the District directly arrange for and purchase travel and lodging accommodations in accordance with this policy.
- b. Board Members attending meetings or traveling on District business may request an advance of funds to cover anticipated expenses for meals, lodging, travel and other authorized expenses, as indicated in the Policy.

- c. The General Manager or Director of Finance must receive requests for advances at least seven (7) calendar days prior to the need. The General Manager, or Director of Finance, may waive the time constraint if said waiver is deemed feasible and appropriate.
- d. All advances must be reported when the Board Member submits his or her expense report.
- e. Any unexpended funds must be returned to the District's Finance Department within two (2) weeks of the Board Member's return.
- f. If the required expense report and/or unexpended funds are not submitted within the specified time limits, the Board Member will be ineligible for future advances.
- h. If the Director of Finance finds that the Board Member's aggregate reimbursable travel expenses were greater than the amount of any travel advance, the District shall, in accordance with this Policy, pay the reimbursable difference between the travel advance and the reimbursable expenses within thirty (30) days of submission of the expense report form.

2-1-12-14 Reporting to the Board: Each Board Member shall provide a brief oral report on any event attended at the District's expense at

the next available Board meeting. If more than one Board Member attends the same event, the Board President shall designate one attendee to give the report. The other attendees will be permitted to briefly report on any topics omitted by that designated Board Member.

2-1-12-15 Policy Violations: Pursuant to California Government Code Section 53232.4, penalties for misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but are not limited to, the following:

- a. The loss of reimbursement privileges;
- b. Restitution to the local agency;
- c. Civil penalties for misuse of public resources pursuant to Section 8314 of the Government Code; and,
- d. Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code.
- e. In addition to the above penalties as prescribed by State law, any violation by a Board Member of this Policy shall result in the ineligibility for any future travel advances, unless such eligibility is restored by the Board.

TITLE 2 ADMINISTRATION

CHAPTER 2: CONFLICT OF INTEREST CODE

SECTION 1

2-2-1-1	Compliance with and Adoption of Statute
2-2-1-2	Filing Statements of Economic Interest
2-2-1-3	Statutory Filers
2-2-1-4	Designated Employees
2-2-1-5	Consultants
2-2-1-6	Disclosure Categories

SECTION 1

2-2-1-1 Compliance with and Adoption of Statute: The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

2-2-1-2 Filing Statements of Economic Interest: Designated

employees and mandated filers shall file their statements with the North of the River Municipal Water District, which will make the statements available for public inspection and reproduction. Statements for all designated employees will be retained by the agency.

2-2-1-3 Statutory Filers: The following positions are not covered by the code because they are considered as mandatory/statutory filers and must file under section 87200. They are:

- a. Directors
- b. General Manager

2-2-1-4 Designated Employees: The following positions are covered by the code and because of their duties with the District and they must file in accordance with Disclosure Category 1. They are:

- a. General Counsel
- b. Office Manager/Bookkeeper
- c. Operations and Maintenance Superintendent
- d. Consultants

2-2-1-5 Consultants: Consultants shall be included in the list of designated employees and shall disclose pursuant to Disclosure Category 1. However, the General Manager may determine in

writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

2-2-1-6 Disclosure Categories: The following shall be the disclosure categories of the District:

- a. Category 1:** Full Disclosure - A designated employee in this category is treated as a mandatory/statutory filer and thus must report all reportable interests in real property within the District's jurisdiction, as well as reportable investments, business positions and sources of income, including gifts, loans and travel payments.
- b. Category 2:** Full Disclosure (excluding interests in real property) - A designated employee in this category must report all reportable investments, business positions and sources of income, including gifts, loans and travel payments.

- c. **Category 3:** Interests in Real Property - A designated employee in this category must report all reportable interests in real property within the District's jurisdiction.
- d. **Category 4:** General Contracting For Entire District - A designated employee in this category must report all reportable investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the District.
- e. **Category 5:** General Contracting For Specific Department - All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the employee's department or area of authority.

TITLE 2 ADMINISTRATION

CHAPTER 3: DISTRICT RECORDS

SECTION 1

2-3-1-1	Open to Inspection
2-3-1-2	Record Requests
2-3-1-3	Request Limited to Records Currently in Possession
2-3-1-4	Request for Assistance in Identify Records
2-3-1-5	Disclosable Records Determination
2-3-1-6	Denial of Request
2-3-1-7	Review of Records at District Office
2-3-1-8	Charges for Reproduction of Records Maintained as Hard Copies
2-3-1-9	Charges for Reproduction of Records Maintained in Electronic Format
2-3-1-10	Required Deposit
2-3-1-11	Agenda Requests:

SECTION 1

- 2-3-1-1 Open to Inspection:** To the extent provided for in the California Public Records Act, the public records of the District are open for inspection by all members of the public during the District's office hours.
- 2-3-1-2 Record Requests:** Public Record Requests shall be provided for in writing and directed to the District General Manager, or his/her designee. The request should provide a clear description

of an identifiable record and be as specific as possible to help us expedite your request.

2-3-1-3 Request Limited to Records Currently in Possession: Unless otherwise required by law, all Public Record Requests must be limited to records which have already been produced and/or received by the District and which the District maintains in the ordinary course of business.

2-3-1-4 Request for Assistance in Identify Records: Members of the public may request that the District General Manager, or his/her designee assist the requestor in identify records that may be responsive to the request.

2-3-1-5 Disclosable Records Determination: Upon receipt of a request, the District staff shall determine, within the time periods set forth in the Public Records Act, whether the request, in whole or in part, identifies disclosable public records in the possession of the District. The District shall notify the requestor of its determination and the reasons therefore, within the time periods set forth in the Public Records Act.

2-3-1-6 Denial of Request: The District may not disclose certain documents under the Public Records Act. The requestor will be notified in writing if the District does not have or can not disclose the requested records.

2-3-1-7 Review of Records at District Office: During the regular

business hours of the District, members of the public may inspect the documents on file with the District which are subject to public inspection and which the District General Manager, or his/her designee has determined are not exempt from disclosure or otherwise confidential as specified in the Public Records Act.

2-3-1-8 Charges for Reproduction of Records Maintained as Hard

Copies: Individuals requesting copies of public documents, which are maintained as a hard copy by the District, shall be charged as provided for by District resolution.

2-3-1-9 Charges for Reproduction of Records Maintained in Electronic

Format: Individuals requesting copies of public documents, which are maintained in an electronic format by the District, shall be charged for the actual staff, or consultant, time to collect such documents as provided for by District resolution. Additionally, such individuals shall be charged as provided for by District resolution for hard copies of said records or the electronic media the records are transferred to.

2-3-1-10 Deposit Required: The District General Manager, or his/her designee, shall require that a deposit be provided before the District shall begin to collect or copy any records, when the District General Manager, or his/her designee estimates that the collection or copying costs for said records shall exceed the sum provided for via Board resolution.

2-3-1-11 Agenda Requests: Any member of the public may file with the District a request for copies Board Meeting agendas. A request made in accordance with this provision shall be valid until the immediately following January 1st and the District shall charge a fee for agenda copies as provided for by District resolution. The failure of a requestor to receive an agenda shall not invalidate and/or delay any action of the Board.

TITLE 2 ADMINISTRATION

CHAPTER 4: RETENTION SCHEDULE

SECTION 1

- 2-4-1-1 Destruction of Records
- 2-4-1-2 Authority Granted to the General Manager
- 2-4-1-3 Retention and Destruction of Emails
- 2-4-1-4 Amendments to the Record Retention
Policy and Schedule

SECTION 1

2-4-1-1 Destruction of Records: In accordance with California Water Code section 71282, the District has adopted a comprehensive records retention policy and schedule which outlines the time frames under which the District will retain a record. Notwithstanding the policy and schedule the District shall not be held liable for inadvertently failing to retain or destroying any record covered by the policy and schedule.

2-4-1-2 Authority Granted to the General Manager: The General Manager is authorized to destroy all records which have exceeded their retention period as proscribed in records retention policy and schedule. Furthermore, the General Manager may confer with District Counsel regarding the proper retention period for any record which the General Manager is uncertain of.

2-4-1-3 Retention and Destruction of Emails: District staff is hereby authorized to delete and permanently remove any emails received or sent by them after the passage of 90 days. Emails which have not been deleted after the passage of 90 days shall not be deemed to be records of the District as such emails are not kept by the District in the ordinary course of business.

2-4-1-4 Amendments to the Record Retention Policy and Schedule:
The District shall update the records retention policy and schedule from time to time as need through the passage of resolution of the Board of Directors.

TITLE 2 ADMINISTRATION

CHAPTER 5: CLAIMS AGAINST THE DISTRICT

SECTION 1

2-5-1-1	Purpose and Intent
2-5-1-2	Claim Required
2-5-1-3	Form of Claim
2-5-1-4	Claim Prerequisite to Suit
2-5-1-5	Suit
2-5-1-6	Effective Date
2-5-1-7	Rejection of Claims

SECTION 1

2-5-1-1 Purpose and Intent: The Tort Claims Act (Government Code Section 810 et seq.) (the "Act") provides that no suit for money or damages may be brought against the District unless a claim has been timely presented to the District. The general claim procedures are governed by the provisions of Chapter 1 of Division 3.6 of the Government Code of the State of California, commencing with Section 900. Those provisions also provide that local ordinances shall govern those claims the Act excludes and which other state statutes do not expressly govern. The time periods and procedures for presenting a claim set forth herein are intended to apply to all claims against the District including those excluded by the Act, or not expressly governed by statute. Likewise, claims which currently exist, whether or not they have been presented to

the District are covered by the time periods and procedures set forth herein. This chapter is not intended to extinguish existing claims without providing a reasonable period for the presentation of those claims.

2-5-1-2 Claim Required: All claims against the District for money or damages, including, but not limited to, those that are not otherwise governed by the Government Claims Act, California Government Code Sections 900 et seq., or another state law (hereinafter in this Ordinance, "claims") shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this Ordinance.

2-5-1-3 Form of Claim: All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless verified by every member of that class as required by this Ordinance. In addition, all claims shall contain the information required by California Government Code Section 910. This Ordinance in no way grants, or should be construed to grant, a right to claims on behalf of classes of persons beyond that right which already exists and governs in state law.

2-5-1-4 Claim Prerequisite to Suit: In accordance with California Government Code Sections 935(b) and 945.6, all claims shall be presented as provided in this Code and acted upon by the District prior to the filing of any action on such claims and no such action may be maintained by a person who has not fully complied with the requirements of this Code.

2-5-1-5 Suit: Any action brought against the District upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the District shall conform with the requirements of this Code and Section 950-951 of the California Government Code.

2-5-1-6 Effective Date: As of the effective date of the ordinance codified herein, its provisions shall be applicable to any claim described in this chapter not otherwise time-barred. If the application of the time periods established herein would extinguish an existing claim which is not otherwise time-barred, then the date by which that claim must be presented to the District shall be the sooner of:

- a. The date any applicable claims period would have expired; or,
- b. Six months after the effective date of the ordinance codified herein for claims described in the first sentence of Government Code Section 911.2 or one year after the effective date of the

ordinance codified herein for claims described in the second sentence of that section. Nothing in this code shall be construed to extend the time for the presentation of any claim, which time was established by statute, ordinance, or other law in effect prior to the adoption of the ordinance codified in this chapter.

2-5-1-7

Rejection of Claims: The board shall grant or deny a properly submitted claim within forty-five (45) days of its submission. The claimant and the board may extend this period by written agreement made before the expiration of the period. The failure of the Board to act on a claim within the forty-five (45) day period, or the period within which the Board is required to act pursuant to an extension agreement, shall be deemed to be a rejection of the claim by the Board.

TITLE 2 ADMINISTRATION

CHAPTER 6: COMPLAINTS BY MEMBERS OF THE PUBLIC

SECTION 1:

2-6-1-1 Filing a Complaint Regarding a District Service
or Employee

SECTION 1

2-6-1-1 Filing a Complaint Regarding a District Service or Employee:

If a member of the public would like to lodge a complaint regarding a District service or a District Employee, that member of the public should direct the complaint to the District's General Manager. If after doing so the member of the public is unsatisfied with the response of the General Manager that member of the Public should bring the issue to the Board of Directors either via a letter or personal appearance at a public meeting of the Board.

TITLE 2 ADMINISTRATION

CHAPTER 7: UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES ACT

SECTION 1

- | | |
|----------|---|
| 2-7-1-1 | Adoption of the Uniform Public Construction
Cost Accounting Procedures Act |
| 2-7-1-2 | Adoption of the Accounting Procedures within
the Act |
| 2-7-1-3 | Effective Dates |
| 2-7-1-4 | Exclusion for Emergency Projects |
| 2-7-1-5 | Exclusion for Projects Below Statutory
Thresholds |
| 2-7-1-6 | Informal Bid Procedures |
| 2-7-1-7 | Qualified Contractors List |
| 2-7-1-8 | Notice Inviting Informal Bids |
| 2-7-1-9 | Award of Contracts |
| 2-7-1-10 | Emergency Award |
| 2-7-1-11 | Severability |

SECTION 1

2-7-1-1 Adoption of the Uniform Public Construction Cost Accounting Procedures Act: The District does hereby elect to become subject to the provisions found in the Uniform Public Construction Cost Accounting Procedures Act, section 22000 et seq. of the Public Contract Code (the "Act").

2-7-1-2 Adoption of the Accounting Procedures within the Act: The District does hereby elect under Public Contract Code section 22030 to become subject to the uniform public construction

accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs.

2-7-1-3 Effective Dates: This adoption shall take immediate effect and it shall remain in effect until rescinded by a majority vote of the Board of Directors. The Board of Directors reserves the right to make such rescission via a Board resolution.

2-7-1-4 Exclusion for Emergency Projects: Nothing in this Ordinance shall be deemed or construed to impose procedures or create requirements applicable to public projects in cases of emergency, as provided in the Public Contract Code or the Government Code.

2-7-1-5 Exclusion for Projects Below Statutory Thresholds: Nothing in this Ordinance shall be deemed or construed to impose procedures or create requirements applicable to public projects which do not meet the dollar amount thresholds provided in California law as they appear now or as they may be revised in the future.

2-7-1-6 Informal Bid Procedures: Public projects, as defined by the Act and in accordance with the limits listed in section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in section 22032, et seq., of the Public

Contract Code.

2-7-1-7 Qualified Contractors List: A list of contractors shall be developed and maintained in accordance with the provisions of section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. The assembly of the list shall be accomplished in accordance with the following procedures:

a. Notice to Construction Trade Journals: During November of each year, the District shall mail written notice to all construction trade journals designated to receive notice under the provisions of section 22036 of the Public Contract Code for the County of Kern as determined by the California Uniform Construction Cost Accounting Commission. Notwithstanding the foregoing, the District is not required to send notice to any trade journal which charges a fee to the District for providing this notice.

b. Contents of Notice: The notice shall invite all licensed contractors to submit the name of their firm to the District for inclusion on the District's list of qualified bidders for the following calendar year by filling out the District's Pre-Qualification Application available at the District's office.

c. Pre-Qualification Application: The District's Pre-

Qualification Application shall include the firm name, address, telephone number, fax number, email address, California contractor's license number and classifications, categories of work interested in, and the title and signature of the applicant's representative. Pre-Qualification Applications can be obtained at the District's office during normal business hours.

- d. **Compiling the Qualified Contractors List:** The District shall compile all accepted applications into a new contractors list each January.
- e. **Placement on the Qualified Contractors List:** Any non-disqualified contract may have his firm added to the District's list at any time during the year provided that he has a valid California contractor's license number and properly submits a Pre-Qualification Application.
- f. **Disqualification from Qualified Contractors List:** At its sole discretion, and at any time, the Board of Directors may disqualify and/or exclude any contractor from the Qualified Contractors List after a public hearing in which the contractor may address the Board either in writing or in person. The District shall provide the contractor with at least seven days mailed notice before the hearing.
- g. **Inspection of the Qualified Contractors List:** The list shall

be available for public inspection during normal business hours at the District's office.

2-7-1-8 Notice Inviting Informal Bids: Upon a determination by the District that a public project is to be performed, which is subject to the provisions of this Chapter, a notice inviting informal bids shall be mailed to all contractors on the District's qualified contracts list for the category of work to be bid, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission for Kern County in accordance with the provisions of section 22036 of the Public Contract Code.

a. Mailing of Notice: The notice inviting informal bids shall be mailed to those required to receive notice not less than 10 calendar days before bids are due.

b. Description within Notice: The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids. A generic sample of the information to be provided in the mailed notice is attached as Exhibit "B".

c. Additional Notices: Additional contractors and/or construction trade journals may be notified at the discretion of the District.

d. **Required Supplemental Notices:** If there is no one listed on the qualified contractors list maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission for Kern County and any other parties the District may elect to send notice to.

e. **Limitation to Non-Fee Journals:** Nothing in this Ordinance shall be interpreted to require that the District send notice to any trade journal which charges a fee to the District for providing this notice.

f. **Notice to Proprietary Contractors:** If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

2-7-1-9 Award of Contracts: The District's General Manager is herein authorized to award informal contracts pursuant to the Act and this Chapter.

2-7-1-10 Emergency Award: In accordance with the Act, the District reserves the right, in cases of emergency when repairs or replacements are necessary, to proceed at once with the repair or replacement without adopting plans, specifications, strain sheets, or

working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the District, by contract or by a combination of the two. In case of emergency the District shall abide by and award contracts as provided for in section 22050 of the Public Contract Code

2-7-1-11 Severability: Should any provision of this Chapter, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

TITLE 2 ADMINISTRATION

CHAPTER 8: FINANCE

SECTION 1

2-8-1-1	Appointment of Finance Committee
2-8-1-2	Adoption of the Preliminary Budget
2-8-1-3	Adoption of the Final Budget

SECTION 1

2-8-1-1 Appointment of Finance Committee: On, or about, April of each year the Board of Directors shall appoint a committee of the Board to assist the General Manager in the preparation of the District's yearly budget.

2-8-1-2 Adoption of the Preliminary Budget: On, or about, June of each year the Board of Directors shall adopt a preliminary budget for the upcoming year at a public meeting of the Board.

2-8-1-3 Adoption of the Final Budget: On, or about, September of each year the Board of Directors shall adopt a final revised budget for the upcoming year at a public meeting of the Board.

TITLE 3 WATER SERVICE RULES AND REGULATIONS

CHAPTER 1: DEFINITIONS, GENERAL PROVISIONS AND DESCRIPTIONS

SECTION 1: Definitions

SECTION 2: General Provisions

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3-1-2-2 Severability

3-1-2-3 Applicability

3-1-2-4 Headings

3-1-2-5 Special Agreements

3-1-2-6 Administration of this Title

3-1-2-7 Damage to District Water System

SECTION 3: General Description of Water Service

3-1-3-1 Ownership of Water System and Facilities

3-1-3-2 Water Supply

3-1-3-3 System Dedication

3-1-3-4 System Compliance

3-1-3-5 Service Territory

3-1-3-6 Service Priority

3-1-3-7 Continuity of Service

3-1-3-8 Service Disruption for Repairs and Inspections

3-1-3-9 Service Pressure

3-1-3-10 Metered Service – New Services

3-1-3-11 Transition From Non-Metered Flat Rate
 Services

3-1-3-12 Prohibition on Resell

3-1-3-13 Refusal of Service

3-1-3-14 Limitation of Service

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TITLE 3 WATER SERVICE RULES AND REGULATIONS

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SECTION 1

Definitions

The following terms when used in this Ordinance shall have the following respective meanings:

1. ***“Board of Directors”*** or ***“Board”*** shall mean the Board of Directors of the NORTH OF THE RIVER MUNICIPAL District.
2. ***“Commercial user”*** shall mean any user who is not a residential user or institutional user.
3. ***“Commercial water service”*** shall mean the furnishing of water to a commercial user.
4. ***“Customer”*** shall mean any person who receives or takes water service from the District
5. ***“Date of presentation”*** shall mean the date upon which a bill or notice is mailed or delivered personally to the consumer.
6. ***“Delinquent”*** shall mean any bill which has not been paid in full within by the 25th of the month provided that day is at least nineteen (19) days from the date of the bills mailing.
7. ***“Delinquent notice”*** and/or ***“disconnect notice”*** shall refer to any notice provided by the District which informs the recipient that they are

delinquent and face disconnection if the delinquency is not corrected.

8. ***"District"*** or ***"NORMWD"*** shall mean the NORTH OF THE RIVER MUNICIPAL WATER DISTRICT, a district organized and existing under the laws of the State of California.
9. ***"District water system"*** shall mean the water works belonging to the District serving water to the inhabitants and customers thereof.
10. ***"Domestic water service"*** shall mean the furnishing of water to any residential user for household residential purposes, including water used for sprinkling lawns, gardens and shrubbery, for watering livestock, for washing vehicles and for other similar and customary purposes.
11. ***"Door hanger"*** or ***"door tag"*** shall refer to and mean any notice hand delivered and/or left by the District at any property, premises, house, building or living quarters.
12. ***"Dwelling unit"*** shall mean any single family dwelling of one or more rooms having one or more plumbing fixtures suitable for residential occupancy by persons living together as a single family, including single family dwellings, and each group of rooms constituting a dwelling unit for a single family in any multiple dwelling structure.
13. ***"Family"*** shall mean any one or more persons occupying a dwelling unit.
14. ***"General Manager"*** shall mean the General Manager of the District or other individuals designated by the Board of Directors, or the General

Manager, to perform the services or make the determinations permitted or required under this Ordinance, or related resolutions, to be made by the General Manager.

15. **"Institutional user"** shall mean any user, public or private, operating a public or non-profit school, church, hospital, lodge, club, fire department, library, memorial building or other public or non-profit activity.
16. **"LAFCO"** shall mean the Local Agency Formation Commission of the County of Kern.
17. **"Lock off"** shall mean the placement of a locking device on the water meter or other District water facility so that the service may not be reconnected unless the locking device is removed.
18. **"Main extension"** shall mean the extension of water distribution pipeline, exclusive of service connections, beyond existing facilities, in streets or District rights-of-way up to the property line of any user.
19. **"Multiple commercial structure"** shall mean any structure which houses multiple separate and distinct commercial entities under one structure or on one parcel.
20. **"Multiple industrial structure"** shall mean any structure which houses multiple separate and distinct industrial entities under one structure or on one parcel.
21. **"Multiple institutional structure"** shall mean any structure which houses

multiple separate and distinct institutional entities under one structure or on one parcel.

22. ***"Multiple family dwellings"*** shall mean any two or more dwelling units in any single building or structure or group of buildings or structures, including any apartment house or apartment court, excepting any multiple lodging structure.
23. ***"Multiple lodging structure"*** shall mean any two or more temporary lodging units in any single building or structure or group of buildings or structures, including, but not limited to, any rooming house, motel, auto court, or trailer court.
24. ***"Occupant"*** shall mean any person actually occupying any premises, whether an owner or tenant or under contract or otherwise.
25. ***"Owner"*** shall mean the person owning fee title to any premises as shown by the official records of the County Recorder of Kern County.
26. ***"Person"*** shall mean any person, firm, company, corporation, partnership, association, any public corporation, political subdivision, city, county, district, the State of California or the United States of America, or any department or agency of any thereof. The singular in each case shall include the plural.
27. ***"Premises"*** shall mean any lot, piece or parcel of land or any building or other structure or any part of any building or structure having a connection

with the District water system.

28. **"Public meeting of the Board"** shall refer to a regularly scheduled and agendized meeting of the Board of Directors at which a quorum is present. Special meetings of the Board are excluded from this definition unless, and only if, they are called to specifically address an issue in this Ordinance.
29. **"Residential user"** shall mean any user whose premises are used solely for residential purposes.
30. **"Street"** shall mean any public highway, road, street, avenue, alleyway, easement or right-of-way in the District.
31. **"Subdivision"** shall mean and include any subdivision, development, tract or other diversion of land.
32. **"Unit"** shall mean each individual space which may be occupied by a tenant in a *multiple dwelling structure, multiple commercial structure, multiple industrial structure* or a *multiple institutional structure*.
33. **"User(s)"** shall mean any individual(s) and/or entity(s) responsible for the payment and/or the use of water service charges as provided in this Ordinance, or related resolutions.
34. **"Water"** shall mean water furnished through the District water system.
35. **"Water Rates Resolution"** shall mean any and all applicable resolutions of the Board of Directors which establish water rates, charges and/or

water service procedures not herein provided for.

36. **"Water service"** shall mean the services, facilities and water furnished or available to premises by the District water system.

SECTION 2

General Provisions

- 3-1-2-1 Short Title:** This Title may be cited as the Water Service Rules and Regulations for North of the River Municipal Water District.
- 3-1-2-2 Severability:** If a section, subsection, sentence, clause or phrase of this Title is held to be unconstitutional, or contrary to the general or special laws of the United States or the State of California, the invalidity of such section, subsection, sentence, clause or phrase shall not affect the remaining portions of this Title.
- 3-1-2-3 Applicability:** This Title shall apply to all services and facilities constructed by the District or otherwise made a part of the District water system, whether within or without the boundaries of the District and to all persons who use or perform work upon said facilities.
- 3-1-2-4 Headings:** The headings in this Title are included for convenience only and shall neither affect the construction or interpretation of any provisions in this Title.
- 3-1-2-5 Special Agreements:** Any person who wishes the Board to

approve any special agreement not covered by this Title shall pay the full amount of the cost of developing said agreement, including but not limited to any and all consulting and legal fees, regardless of whether the agreement is ultimately executed by the Parties. A deposit shall be required in the full amount of the estimated cost prior to any development of the agreement.

3-1-2-6 Administration of this Title: It shall be the responsibility of the General Manager to conduct the operation of the District water system in accordance with provisions of this Title and to enforce all its provisions. The General Manager shall take all actions necessary to carry out the specific requirements and intent of this Title. Failure on the part of the Board of Directors, General Manager or any other District personnel to enforce this Title or any provision thereof, shall not be deemed as a waiver of future enforcement and said failure shall not create any liability on the part of the District, or any personnel of the District.

3-1-2-7 Damage to District Water System: Any person damaging any property of the District, including but not limited to the District water system, or violating any of the provisions of this Title shall become liable to the District for any expense, loss or damage occasioned by reason of such damage or such violation.

SECTION 3

General Description of Water Service

- 3-1-3-1 Ownership of Water System and Facilities:** All water system and service installation facilities, including shut-off valves, meters and meter boxes, on customer services constructed with monies advanced or contributed by applicants for service and for Water System Extensions shall, upon completion and acceptance by the District, be the sole property of the District. Lines and facilities connecting the water service installation to the customer water system shall be installed by, and be the property of the customer, and all costs of maintenance of such lines and facilities shall be the sole responsibility of the Customer.
- 3-1-3-2 Water Supply:** The water served by the District comes from various sources including, but not limited to, wells and water purchases from the Kern County Water Agency. The mineral quality of the water may vary from time to time and place to place depending on several factors including, but not limited to, the source being used. Information on the average water quality is available at the District's office.
- 3-1-3-3 System Dedication:** The District's water system, which may be expanded by the Board in accordance with then applicable law, is dedicated to providing residential, commercial, and institutional

water service to the District's current and future users.

3-1-3-4 System Compliance: In developing and maintaining the water system, the District will comply with all applicable federal and State laws affecting water quality but the District does not guarantee the quality or quantity of water as it may affect any particular use and/or individual.

3-1-3-5 Service Territory: The territory which may be served by the District shall be all land within the boundaries of the District now or at any time hereafter served by the District water system and, at the discretion of the Board of Directors, any territory outside the boundaries of the District in which the District at the time has water distribution pipelines.

3-1-3-6 Service Priority: In the event of a water shortage of any kind those lands within the boundaries of the District will, as provided by law, receive priority over those lands which lay outside of the District's boundaries.

3-1-3-7 Continuity of Service: The District will exercise reasonable diligence and care to deliver a continuous supply of water. However, the District shall have no liability for interruptions, shortage or insufficiencies of supply or for any loss, inconvenience or damage occasioned thereby.

3-1-3-8 Service Disruption for Repairs and Inspections: The District

shall have the right to discontinue service at anytime for the purpose of making repairs and/or inspections and the District shall have no liability for interruptions, shortage or insufficiencies of supply or for any loss, inconvenience or damage occasioned thereby. Consumers dependent upon continuous supply should provide emergency storage for such supply.

3-1-3-9 Service Pressure: The District will furnish water at users' service connections at such pressure as may be available from time to time in the normal operation of the District water system and makes no guarantees implied or otherwise as to such pressure. The District shall not accept any responsibility for the maintenance of water pressure throughout the system the District shall have no liability for interruptions, shortage or insufficiencies of supply or for any loss, inconvenience or damage occasioned thereby. Consumers dependent upon continuous supply should provide emergency storage for such supply.

3-1-3-10 Metered Service – New Services: In accordance with the California Water Measurement Law (Water Code section 500 *et seq.*) all new water services shall be supplied through a water meter installed by the District, or under the District's supervision.

3-1-3-11 Transition From Non-Metered Flat Rate Services: In accordance with the California Water Measurement Law (Water

Code section 500 *et seq.*) which requires the transition from flat rate non-metered water service to metered water service, properties which do not currently have a water meter will be required to, and the District will, install a water meter upon any change in customer at the property. Additionally, the District reserves the right, at its sole discretion, to accelerate the transition from flat rate non-metered water service to metered water service at any time and in accordance with that decision the District may install a water meter at the time of its choosing.

3-1-3-12 Prohibition on Resell: Except by special written agreement with the District, no user shall resell any water furnished by the District water system or use any water furnished by the District outside the District's boundaries for any purpose. Any such resell, or use, may result in the immediate termination of District service and will be deemed a violation of this Title.

3-1-3-13 Refusal of Service: The General Manager may refuse to furnish water or may discontinue water service to any premises for the following reasons:

- a. To protect the District or the water system, or both, from fraud and abuse.
- b. The requested water service demand may be detrimental or injurious to the water service of other customers.

- c. The distribution facilities are inadequate to supply the requested water service demand.

3-1-3-14 Limitation of Service: The General Manager may at any time limit the total quantity of water furnished to any premises, or may establish the times and the demand rates at which water may be taken or will be furnished to any premises, even though a limit or maximum use may or may not appear on the application or permit for the water service.

TITLE 3 WATER SERVICE WATER SERVICE RULES AND REGULATIONS

CHAPTER 2: SERVICE REQUESTS

SECTION 1: Request for a Will-Serve Letter

3-2-1-1 Request for a Will-Serve Letter

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3-2-2-3 Violation for Failure to Accurately Disclose

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3-2-2-6 Water Account Activation Fee

3-2-2-7 Service Contracts for Unusual Services

3-2-2-8 Required Notification of Changes to Customers
Equipment or Operations

SECTION 1

Request for a Will-Serve Letter

3-2-1-1 Request for a Will-Serve Letter: An Applicant for water service from the District who for any reason requests a "will-serve" letter must do so in writing on a form provided for by the District. On said form, the Applicant shall identify property for which the request is made by legal description, street address, or such other means as

is acceptable to the General Manager. The Applicant shall also indicate the intended development and water requirements for the property.

3-2-1-2 Will-Serve Letter Administrative Processing Fee: At the time of the request, an Applicant requesting a "will-serve" letter must pay the non-refundable administrative processing fee as set forth in the then applicable Water Rates Resolution. The payment of said fee does not predispose the District to approve the "will-serve" letter request.

3-2-1-3 Additional Fees: In the event that the General Manager determines that processing the request will lead to costs beyond those covered by the non-refundable administrative processing fee, including but not limited to engineering and/or legal expenses, the Applicant shall be solely responsible for those additional costs. The General Manager shall inform the requester of the determination within a reasonable time frame and the General Manager shall require a deposit in the amount of the estimated additional costs prior to processing the request. The additional fees are non-refundable and payment of said additional fees does not predispose the District to approve the "will-serve" letter request.

3-2-1-4 Expiration of Will-Serve Letter: A "will-serve" letter issued by the District shall expire as expressly provided for in the letter.

However, in no instance will a "will-serve" letter remain valid for more than one (1) year from the date of its issuance.

3-2-1-5 Extension of Will-Serve Letter: If for any reason an issued "will-serve" letter is set to expire prior to the completion of the service connection, the Applicant may request an extension by submitting a written request, and the extension fee set forth in the then applicable Water Rates Resolution, to the General Manager prior to the expiration date of the original will serve letter. The General Manager shall review the requested extension and within a reasonable time frame determine whether "additional fees" as generally specified herein in paragraph 3 of this Section are required for processing the application. If approved, the will serve letter extension shall only be valid for an additional year from the date of its issuance.

SECTION 2

Application for Service

3-2-2-1 Application for Service Required: Each Applicant for water service will be required to submit and sign, on a form provided by the District, an application for service. Except as required by law, water service will only be provided to the owner of a parcel and therefore applications for service will only be accepted from the owner of the parcel in question and the District may if it so desires

require proof of ownership at anytime.

3-2-2-2 Required Disclosures on Application for Service: Each Applicant for water service will be required to provide the following information on each application for service:

- (1) Date and place of application.
- (2) Address and legal description of premises to be served.
- (3) Purpose for which service is to be used.
- (4) Address to which bills are to be mailed or delivered.
- (5) Whether applicant is owner, or agent for the owner, the premises.
- (6) Such other information as the District may reasonably require.

3-2-2-3 Violation for Failure to Accurately Disclose: Failure to file an accurate application shall constitute a violation of this Title and shall be grounds for immediate discontinuation of service. Additionally, said violation may be punishable as set forth in Section 1 of Chapter 4 of this Title and/or section 498 of the California Penal Code.

3-2-2-4 Application is Non-Conclusive: No application shall be conclusive as to the matters therein set forth nor shall the filing of any application preclude the District from collecting charges due and payable for a parcel from the person responsible for payment as provided in this Title.

- 3-2-2-5 Application Subject to Verification:** Each application shall be subject to verification by the General Manager and the Applicant is hereby required to assist in that verification as requested by the General Manager. The failure of an Applicant to assist in verification shall be constitute a violation of this Title and shall be grounds for immediate discontinuation of service.
- 3-2-2-6 Water Account Activation Fee:** Each application for service shall be accompanied by the payment of an "Water Account Activation Fee" as set forth in the applicable Water Rates Resolution.
- 3-2-2-7 Service Contracts for Unusual Services:** The District may require a written contract setting forth specific conditions therein with any user as a condition precedent to water service in any case where unusual quantities of water or construction of specific facilities are or will be required.
- 3-2-2-8 Required Notification of Changes to Customers Equipment or Operations:** Users making any material change in size, character or extent of utilizing equipment or operations for which the District is supplying water service shall immediately give the District written notice of the extent and nature of the change. If said changes require the enlargement of the service connection servicing the parcel, the owner of said parcel shall be responsible for the payment of an additional capacity fee. Said capacity fee

shall be calculated by subtracting the current capacity fee for the current connection size from the current capacity for the new connection size. In no event shall a change lead to a refund of previously paid capacity fees.

TITLE 3 WATER SERVICE RULES AND REGULATIONS

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SECTION 1

Establishment of Credit

- 3-3-1-1 Deposit Required:** Each applicant for water service, including tenants of single family dwellings, multiple family dwellings, multiple commercial, multiple industrial, or multiple institutional structures which have units that are billed individually, shall be required to make a cash deposit in an amount specified in the then current Water Rates Resolution prior to receiving service.
- 3-3-1-2 Waiver of Deposit:** The General Manager in his discretion may waive the cash deposit requirement if the applicant provides credit