

# CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT

## CODE OF ORDINANCES

February 2011

This Code of Ordinances constitutes and may be referred to as the "Christian Valley Park Community Services District Code," "District Code," or "Code." The purpose of this Code is to compile all District Ordinances and the Rules and Regulations into a single code. Provisions in this code are in substance the same as those of all prior ordinances and the rules and regulations. Upon adoption, the Code shall repeal and replace all prior District ordinances and rules and regulations.

### CHAPTER I: GENERAL

#### SECTION 1: DEFINITIONS

The provisions of Title 6, Division 3, Part 1, Chapter 2 of the Government Code, State of California, are herein adopted by reference; and in addition, the following words and phrases, when used in this Chapter, shall, for the purpose of this Chapter, have the meanings respectfully ascribed to them by this section.

- A. "APPLICANT" shall mean a person, firm or corporation who applies for water service.
- B. "BOARD" shall mean the Board of Directors of the District.
- C. "CUSTOMER" shall mean any person, firm, organization or corporation to whom the District supplies and bills for water service.
- D. "DISTRICT" shall mean the Christian Valley Park Community Service District.
- E. "PREMISES" shall mean any lot or parcel of land or any building or other structure having a connection to the District water service.

#### SECTION 2: CONDUCT OF DISTRICT BUSINESS

The business of the District shall be conducted as set forth in the Community Services District Law, Title 6, Division 3 of the Government Code of the State of California, and in accordance with the following provisions:

- A. The Board of Directors is the governing body of the District. The Board governs the District and determines all questions of District policy. The Board may make and enforce such rules and regulations as may be necessary for the efficient management, protection, and operation of the District facilities; including without limitation, the right to terminate or

disconnect service to any customer for violations thereof or for delinquency in any payments. The Board shall act only at its regular meetings, regular adjourned meetings, special meetings, or emergency meetings. The Board shall conduct all meetings in accordance with its adopted rules for proceedings.

B. The General Manager shall operate and manage the affairs of the District. The General Manager, subject to the direction of the Board, shall be responsible for administering and implementing the rules and policies set forth in this Code. The General Manager may delegate any of his or her authority as deemed appropriate or necessary. All decisions and rulings of the General Manager shall be final, unless timely appealed to the Board.

C. A regular meeting of the Board of Directors shall be held on the second Tuesday of each month at a time and place as may be set by the Board at its preceding meeting. Unless noted otherwise, the regular board meeting is held at the Placer Energy Center – 3710 Christian Valley Road, Auburn, CA 95602. The Placer Energy Center is located inside the California Conservation Corps where the monthly agendas are posted. The agendas are posted at least 72 hours in advance of the meeting.

D. A special meeting may be called by a majority of the Board by giving twenty-four (24) hours' notice of time and place to all Board members and in addition by posting notices prominently placed within boundaries of the District.

E. The Board shall establish rules of conduct and order of business for public meetings and the President or duly appointed Chair shall preside over all such meetings.

F. The District's business address shall be established by Resolution of the Board and may be changed from time to time by a new Resolution.

G. This Code may be revised from time to time by ordinance or resolution as adopted by a majority vote of the Directors.

H. If any section, paragraph or provision of this Code is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity and enforceability of the remaining sections, paragraphs and provisions.

### **SECTION 3: APPEALS**

Any Applicant or Customer who is dissatisfied with any decision, ruling or other determination made under this Code may appeal to the General Manager. The appeal must be made by giving written notice to the General Manager containing the reasons for the appeal, and must be made within 20 days after the decision, ruling or determination. For any appeal taken under this section to protest or dispute any District rates, charges or fees, the appellant must pay the subject fee in full and under protest when making the appeal. The General Manager shall investigate and transmit to the Board Directors a report upon the matter appealed. The Board shall give written notice to all persons affected by such appeal stating the time and place fixed by the Board for hearing the appeal and shall provide such notice at least ten days prior to the

hearing. In general, the Board will hear and decide the appeal at its first available Board meeting. The Board may affirm, reverse or modify any decision, ruling or determination, and all rulings shall be final.

**CHAPTER II:            WATER**

**SECTION 1:            ENFORCEMENT**

A. The Board or its duly authorized representatives are charged with the enforcement of the provisions of this Chapter. As a condition of receiving District water service, the Board or its duly authorized representatives may at all reasonable times enter on any premises to inspect all pipes, meters and fixtures and to investigate any condition which may affect the District's water supply or water service operations. The Board of Directors of the District and the General Manager under guidance from the Board of Directors may make and enforce such rules and regulations as may be necessary for the efficient management, protection, and operation of the District facilities; including without limitation, the right to terminate or disconnect service to any Customer for violations of this Code or any District ordinance, rule, regulation or policy, or for delinquency in any payments.

B. In addition to termination of service for non-payment of bills or charges, water service to a Customer may be terminated and discontinued for any of the following grounds:

- (1) The Customer uses any apparatus or appliance that might endanger or disturb water service to other Customers.
- (2) If necessary to protect the District against fraud or its employees against abuse or threats.
- (3) The Customer's Premises contains a cross-connection in violation of this Code and applicable state law.
- (4) The Customer fails to comply with any other provision of this Code, or any other District ordinance, rule, regulation, or policy, or applicable federal, state or local law.

C. The District shall provide to the Customer at least seven days prior written notice of any termination pursuant to this section. Fees for disconnecting and reconnecting service will be charged in accordance with the current District Rate Table.

**SECTION 2:            APPLICATION FOR CONNECTION**

A. Connection with the mains of the District will be made on the written application of the owner of the Premises to be supplied with water (or his duly authorized agent). Forms will be provided by the District, on compliance by the Applicant with this Code and the rates and charges for a connection to the District water system, and after the approval of the application by the District endorsed thereon. The size of service line, valves, meters and other fittings, fixtures, or appliances necessary to provide the service applied for shall be determined by the District and noted on the application.

B. Each residence or structure under separate ownership must be provided with a separate water service connection. The District reserves the right to limit the number of structures or the

area of land under the same ownership that may be supplied by one service connection. Not more than one service connection for domestic supply shall be installed to serve one building except for special conditions approved by the District and any such approved multiple connections will be permitted only with full backflow protection. A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same Customer located across a street or alley or adjacent parcel.

C. The connection provided by the District is for domestic use only and Customers are prohibited from reselling water supplied by the District for any purpose.

D. When a Premises with an existing service connection is subdivided, the existing service connection shall be considered as belonging to the lot or parcel of land which it directly enters. The Customer subdividing such a Premises will be required to apply for and obtain the number of new connections necessary to serve the subdivided parcels without existing service.

### **SECTION 3: APPLICATION FOR SERVICE**

A. Each Applicant for water service will be required to complete and sign an application form provided by the District setting forth the following items: (1) date and place of application; (2) location of premises to be served (3) date service is to commence (4) address to which bills are to be mailed or delivered and whether the applicant is the owner, tenant, or agent of the premises; (5) an agreement on the part of the applicant to comply with this Code and all other applicable District ordinances, rules, regulations, fees and charges, and other laws applicable to the use of the utility facilities of the District; and (6) such other information as the District may require.

B. An application shall merely be a request for service and use of the utility facilities of the District, and shall not bind the District to permit such use, or to provide certain service, until approved by the District.

C. Individual liability for joint service: Two or more parties who join in one application for service shall be deemed jointly and severally liable, and shall be billed as one Customer for any charges and expenses by means of a single bill or billing.

D. The owner of a Premises is deemed to be the Customer and is responsible for payment of all bills for services rendered by the District to his or her property, whether such service is requested by the Premises owner, or the Premises owner's tenant or authorized agent. The Premises owner's responsibility continues unless the District receives written notice from the Premises owner to terminate such service. (Gov't Code section 54347; Government Code section 61115.) In the absence of such notice to terminate services, and/or when the Premises owner has been notified of the District's intention to discontinue services, or in the event the Premises is vacant and service has been discontinued by a written notice from a tenant or authorized agent, the District will not provide, continue, restore, or re-establish water service to the Premises until all unpaid bills, charges, fees, and penalties have been paid by the owner, tenant, agent, or by any subsequent owner, tenant, or agent.

E. Change in size or amount of service. For existing Customers, prior to making a material change in the size, character or extent of water used, the Customer must first make written application for the changed water service and such change shall not become effective until first approved by the District.

F. An application shall not be approved unless the Applicant has paid in full for any water service previously rendered to the Applicant by the District and, if the Applicant is not the owner of the Premises to be served, the Premises owner has signed the application and acknowledged his or her financial responsibility for all water rates and charges incurred against the Premises.

#### **SECTION 4: INSTALLATION OF WATER METER, BACKFLOW PREVENTOR AND A METER BOX**

A water meter, meter box and backflow device (see Section 18: Cross Connection Control) are required on all new construction and will be installed by the District's contractor in accordance with the District's standards and specifications and placed into service at such time as determined by the Board. The cost of installation by the District is to be borne by the Premises owner or building contractor. The cost of installation is provided on the District's current rate schedule. The cost to connect into the District's distribution main nearest the Premises is subject to change as determined by the Board. Backfill around service outlets shall be encased in a suitable concrete encasement form with proper compaction as specified by the District or its representative.

#### **SECTION 5: APPLICATION FOR WATER SUPPLY FROM A FIRE HYDRANT**

Persons wishing to use a supply of water from a fire hydrant must make application to the District for such service and use an approved hydrant. The Applicant will be charged per truck load according to the fee schedule. When water is taken from a fire hydrant without a valid permit, the person taking the water will be charged according to the rate schedule for unauthorized water usage from a hydrant, depending on the amount taken as estimated by the District in its sole discretion. It shall be unlawful for any person except District employees, agents of the District or qualified public fire department or fire-fighting agencies to operate a fire hydrant that belongs to the District. The District may also terminate all service to any Customer responsible for such violation.

#### **SECTION 6: APPLICATION FOR WATER SERVICE OUTSIDE THE SERVICE DISTRICT BOUNDARY**

An application for water service to a Premises located outside the District's service boundaries is subject to the provisions and terms of Chapter II, Section 3 of this Code and service is subject to prior payment of the following fees (the fee amounts are located on the District's current Rate Table):

1. Transmission & Distribution Fee.

2. Plant Expansion Fee.
3. Pump Fee per pumping zone.
4. Hook-up Fee.
5. Meter and Backflow Device Installation Fee.

Each extra-territorial application will be approved or denied by the Board on a case by case basis at a regular monthly Board meeting. The Board's decision will include an evaluation of the Applicant's documented and verifiable hardship in obtaining potable water from another source. At a minimum, an Applicant for extra-territorial service must own a County-approved residence with a certificate of occupancy, a well that is not verifiably not producing water of sufficient amount and/or quality, and no other places to drill for water in sufficient quantity and/or quality on the Premises (as certified by a licensed well drilling company).

#### **SECTION 7: CONTRACTS**

Execution of a water service contract ordinarily will not be required because the Customer's approved application evidences his or her agreement to pay all fees and charges and to comply with this Code and all other laws and regulations as a condition for receiving District water service. However, the District may require use of an agreement for any new service requiring a main line extension (Chapter II, Section 22: New Service Requiring Main Line Extension) or for construction of a special extension or other facilities, temporary water service, or for other uses or purposes as otherwise determined by the District.

#### **SECTION 8: CHANGE IN OWNERSHIP, TENANCY OR SERVICE**

A new application must be made and approved by the District on any change in ownership, tenancy or service of a Premises as described in the application, and the District shall have the right to discontinue water service to the subject Premises until such new application is made.

#### **SECTION 9: PAYMENT FOR CONNECTIONS**

At the time of making application for connection or service, the Applicant must make payment to the District of the fees, deposit or rates, as the case may be, as established by this Code. The District shall have no obligation to provide water service to an Applicant until all required fees, rates, charges and deposits are paid in full.

#### **SECTION 10: CUSTOMER RESPONSIBILITY**

A. The District's responsibility for the water system extends to the outlet side of the water meter on each Customer connection. Each Customer is solely responsible for owning, operating, maintaining, repairing, removing and replacing, and paying all costs associated with, the service line and all other plumbing beginning at the outlet side of the water meter and extending on, into, across and around the Premises. The District shall in no event be responsible for maintaining any service line or other plumbing on the Premises that is the responsibility of

the Customer. Nor shall the District be responsible for damages done by water escaping therefrom, nor for defects in lines or fixtures on the Customer's Premises.

B. A Customer or third party will be solely responsible for the costs incurred as a result of all damage or injury to the District's water system, including service pipe or street mains, that is caused by careless or negligent work, or improper filling of excavations, authorized by the Customer or third party. The District will have the right to recover all expenses required to repair such damage from the Customer or third party and may collect such expenses from a Customer on his or her water bill. A Customer's failure to pay for any such damages may result in termination of water service until the bill is paid in full.

C. No Customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a Customer's premises, the District may provide written notice requiring correction of the violation. The District may terminate water service to the Customer's Premises if the water waste conditions are not corrected within three days after the District provides the Customer with the written notice requiring correction.

#### **SECTION 11: IN EVENT OF EMERGENCY**

As necessity may arise in case of pipeline break, emergency, or for other unavoidable cause, the District shall have the right to temporarily cut off the water supply in order to make necessary repairs, connections, etc., but the District will use all reasonable and practical measures to notify each affected Customer of such discontinuance of service. In such case, the District shall not be liable for any damage or inconvenience suffered by the Customer, or for any claim against it at any time for an interruption in water service, lessening of the supply, inadequate pressure, or poor quality of water, or for any causes beyond its reasonable control.

#### **SECTION 12: WATER SHORTAGE**

If a water shortage should occur either due to a failure of District facilities or a reduction in supplies by the District's water supplier, the Placer County Water Agency, the Board may declare that a water shortage exists. The District shall determine what restrictions are necessary to conserve water for the greatest public benefit, which may include:

A. If the shortage is a short-term condition, the District shall notify all affected Customers of the shortage and ask that they comply with any restrictions the Board or General Manager determine are necessary until water service is restored.

B. If the shortage is not a short-term condition, the Board shall hold a public hearing to review the District's proposed water shortage declaration and water conservation program and to receive comments from Customers. The Board shall then adopt a water conservation program by ordinance. The ordinance shall be published in the local newspaper within 10 days after adopting the ordinance and all Customers shall be notified by bill insert or other means determined by the Board. Customers failing to comply with the water shortage ordinance may be penalized as provided in Chapter 2, Section 1 of this Code and applicable law.

### **SECTION 13: RESERVE FOR EMERGENCY**

The District shall have the right to reserve a sufficient supply of water at all times in its reservoir to provide for fires and other emergencies, or may restrict or regulate the quantity of water used by Customers whenever the public welfare may require.

### **SECTION 14: PRESSURE CONDITION**

All Applicants for water service and Customers shall be required to accept such conditions of pressure and service as are provided by the distribution system at the point of connection and the District shall not be liable for any damage arising from high pressure or low pressure conditions or interruptions of service. It is advisable that all Applicants and Customers install a pressure control valve. The District reserves the right to require a Customer to move a pressure control device that is improperly installed as determined in the sole discretion of the District.

### **SECTION 15: PAYMENT OF WATER BILLS**

A. All bills issued by the District for water, road and other services will be due and payable thirty (30) days after the mailing date. Water billing is currently being done on a quarterly (3 month) basis, and is subject to change by determination of the Board. Bills not paid at the end of the billing period will be shown as delinquent on the following bill.

B. To cure a Customer's delinquency in payment of a water service or other bill, the District shall have the right to exercise any of the following remedies to cure the delinquency:

1. Impose a basic penalty on the amount of the delinquent bill of \$10 per quarter. If the Customer fails to pay the bill within 30 days from the mailing of the delinquent bill, the District will assess interest on the principal amount of the delinquent charges and the penalty amount at the rate of one percent (1%) per month until the bill and all penalties and interest are paid in full.

2. For continued non-payment, the District will terminate water service to a delinquent Customer. If the District terminates service to a residential customer for non-payment of a delinquent account, the District shall comply with the notice and termination procedures and standards set forth at California Government Code sections 60370-60374, as the same may be amended from time to time. Interest on a delinquent bill, including penalties, will continue to accrue during any termination of service.

3. Collect all delinquent service charges, penalties and accrued interest on the Placer County tax roll in the same manner as property taxes. The General Manager shall prepare and file with the Board a report that describes each parcel of real property affected by a delinquency and the amount of the charges owing for each affected parcel for the year. The General Manager shall give notice of the filing of the report and of the time and place for a public hearing by publishing the notice in the newspaper and by mailing the notice to the owner of each affected parcel. At the conclusion of the public hearing, the Board will approve the charges and penalties and direct the General Manager, on or before August 10, to file with the Placer County Auditor a



copy of the final report adopted by the Board. The County Auditor shall enter the amount of the delinquent charges, penalties and accrued interest against each of the affected parcels of real property on the current assessment roll and the County Tax Collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

4. Record a notice of lien in the amount of any delinquent service charges, penalties and accrued interest in Official Records of Placer County. Within 30 days of receipt of payment for all amounts due, including any recording fees paid by the District, the District shall record a release of the lien.

C. The District may pursue any other remedy to cure a Customer delinquency that is authorized under California law.

#### **SECTION 16: STREET WORK**

All persons who open, grade, excavate, fill or do other works of improvement within District rights of way and roads shall give at least seven (7) day's written notice to the District when it is necessary to remove, raise, lower, or otherwise displace any water main, services, or other water system property that may interfere with such street work. Contractors or others persons performing such work will be liable for damage to District water properties and are required to post a performance bond in favor of the District in the total amount of the estimated cost of the work to insure completion of the work. All work must be performed to Placer County's current specifications. If the adjustment of the water system is to be done by the district, the persons requesting the changes will be required to deposit with the District a sum of money equal to the estimate of the cost of adjusting the water system, which shall be readjusted upon completion.

#### **SECTION 17: PREVENTION OF GROUND WIRE ATTACHMENT**

The District is not responsible for providing an electrical ground through water service facilities. Customers are cautioned not to attach any ground wiring to plumbing which is or may be connected to District service equipment. The District may hold the Customer liable for any damages to its property or personnel resulting from a ground wire attachment.

#### **SECTION 18: CROSS CONNECTION CONTROL.**

A. Any Customer who has an auxiliary water source (for example, an irrigation well, a pressurized pipeline or multiple District Connections) must have a backflow device installed on his or her Premises to prevent a cross-connection with the District's water system as provided in this section and Sections 7583 through 7605 of Title 17 of the California Code of Regulations, which are incorporated herein. This cross-connection control program shall apply and be enforced in the District. For purposes of this article, the definitions at California Code of Regulations, title 17, section 7583 shall apply. The General Manager, or his or her designee (known as the Cross-Connection Officer), shall be responsible for protecting the District's public water supply from contamination by cross-connections and for carrying out and implementing

this policy. The Cross-Connection Officer shall participate periodically in appropriate training in cross-connection control programs, practices and techniques. All new construction must have a backflow device installed.

B. Each Customer shall comply with this article and all applicable federal and state laws and regulations concerning the separation of dual water systems and protection against cross-connections with auxiliary water supplies. There shall be no physical interconnection between an auxiliary water supply and the District's water supply within any Premises served by the District. Any Customer with an auxiliary water supply on the Customer's premises shall demonstrate to the satisfaction of the Cross-Connection Officer that the auxiliary water supply is not connected and cannot be easily connected to the District water system.

C. The Cross-Connection Officer, and its designated representatives, shall have reasonable access to each Customer's Premises for purposes of making inspections, tests and surveys for cross-connection control to protect the public water supply against cross-connections. If any Customer refuses entry, or hinders or prevents any inspection or test by the Cross-Connection Officer or his or her representative, then the District may terminate water service to the Premises until entry is allowed.

D. Each cross-connection control device installed on a Customer's Premises is the property of the Customer, who is obligated to maintain, replace and test it as required by law. All installations of new or replacement cross-connection control devices will be performed in accordance with applicable state law and regulations, any applicable Placer County regulations, standards and specifications, and District technical standards and specifications.

E. In addition to any other remedy provided by this Code or by law, if a water user fails to comply with any provision of this section, then the District may terminate water service to water user's premises until the water user fully complies with this section to the satisfaction of the District.

## **SECTION 19: WATER RATES**

A. Rates and charges shall be prescribed by the District, which may be amended from time to time and are specified in the attached Rate Schedule. The Board reserves the right at any time to alter the terms of water service, to alter rates and charges, and to establish new classes of service. Customers shall pay both a quarterly service fee and a usage fee as stated in the Rate Table attached to and made a part of this Code as Appendix A.

B. Any rates or charges due shall be deemed a debt to the District, and the District may exercise any of the remedies against any Customer or person that fails or refuses to pay the indebtedness as provided Section 15 of this Code. Failure to receive a bill does not relieve an owner or customer of liability.

C. The District will be responsible for paying any charges incurred for its water service contractor, Weimar Water, to make any repairs to or correct any deficiencies of the District water system. Any charges made by Weimar Water for call-outs initiated by a Customer for a personal

service or to make repairs to the Customer's private service line and water system on the Premises (i.e., beginning at the outlet side of the water meter) and that is not caused by a problem with the District water system, shall be billed directly to the Customer and shall be the sole responsibility of the Customer.

D. The record owner of the Premises is deemed to be the Customer of the District and is responsible for payment of all bills rendered by the District for water and other services provided to the Premises.

## **SECTION 20: CUSTOMER DEPOSITS FOR NEW OR DELINQUENT ACCOUNTS**

A. When an Applicant makes a request for a new water service, the District may require that the Applicant make a cash deposit to assure payment of the account as a condition of providing the requested new service. The General Manager will determine the amount of any required deposit based solely on the credit-worthiness of the Applicant as reasonably demonstrated by the Applicant's past payment history as a Customer, if any, or as the result of a credit report on the Applicant obtained from a recognized credit reporting agency. As part of the application for service, the District may require the Applicant to pay the cost of obtaining a credit report. In no case shall a required deposit be in an amount greater than one year's estimated water usage based on the proposed use in the application for service.

B. Whenever a Customer's credit with the District becomes unacceptable because of non-payment of the billed water charges or other fees and charges due to the District, the General Manager may require the Customer to make a cash deposit in a sum equal to four months estimated water usage as determined by an average of the Customer's previous 12 months' water bills, but not less than \$100.00. A Customer's failure to pay the required deposit to the District is grounds for termination of service in accordance with this Code. In cases where a Customer has an existing deposit on file, the District will apply that deposit to any Customer account that is delinquent for more than 60 days and will notify the Customer of such application.

C. Where funds have been on deposit for twelve months and the Customer has not incurred any delinquent payments on the applicable account during that period, the District will refund the deposit to the Customer. The District also will return a deposit upon termination of a Customer's water service and full payment of all rates and charges owed to the District, or at such earlier time as the District may determine that the credit of the Customer is satisfactory. All deposits will be returned to the Customer without interest. Deposits, which remain unclaimed after the expiration of five years from the date the deposit became refundable, will become property of the District.

## **SECTION 21: RELOCATION CHARGES**

Whenever an Applicant or Customer requests that the District relocate a service connection, meter, fire hydrant, or other appurtenances, for any reason whatsoever, the charges shall be the District's actual costs incurred for such relocation. Prior to performing the relocation, the Applicant or Customer shall deposit with the District the amount of the District's estimated

costs of relocation. The District will refund any overpayment if the actual cost of the relocation is less than the deposit. If the cost is more than the deposit, the District shall bill the balance owing to the Applicant or Customer, and such bill shall be payable in accordance with Section 15 of this Code.

## **SECTION 22: NEW SERVICE REQUIRING MAIN LINE EXTENSION**

(a) This section applies to any application for water service for a Premises that does not front or is not adjacent to an existing District main adequate to serve the Premises, and that therefore requires a District main extension. All costs and expenses for a main extension shall be paid by the Applicant, including design, plan checking, materials, construction and inspection costs, and reimbursement of District administrative, inspection, legal, and engineering services relating to the main extension.

(b) Unless otherwise determined by the District, the main extension and related work shall be constructed and installed by a contractor acceptable to the District. The main extension must be of an adequate size and capacity as determined by the District.

(c) The Applicant must enter into a main line extension agreement with the District setting forth the obligations regarding extension of water facilities and service to serve the Premises, including the following agreement provisions: design, financing and construction of the necessary water system improvements; preparation of plans and specifications and District plan checking; payment or reimbursement for District services and consultants; dedication and transfer of completed work, land and rights-of-way to the District; performance and maintenance guarantees; District inspection, testing and acceptance of improvements; and other terms and conditions as the District finds necessary or appropriate in the public interest. The main line extension agreement shall be in a form acceptable to the District.

## **CHAPTER III: ROADS**

### **SECTION 1: PUBLIC WORKS IMPROVEMENTS**

The Board may designate certain roads, existing at present, or proposed roads in the future, as major roads in the District. Said roads so designated by Resolution shall meet full County Standards. The Public Works Improvement Standards of the County of Placer are hereby adopted by reference except as hereinafter modified by this Chapter.

### **SECTION 2: STANDARDS FOR DISTRICT ROADS**

Roads that will be constructed and dedicated to the District shall be installed to County Standards and all such roads are subject to District approval before final dedication and acceptance.

**SECTION 3: STREET SIGNS**

Street signs shall be installed to County specifications except the wording "County of Placer" shall be omitted from any sign. It shall be a misdemeanor to remove or deface a street sign installed by the District, and any person guilty of such a misdemeanor may be prosecuted in accordance with Government Code section 61064 and Penal Code 19, and/or any guilty party may be required to pay the cost of replacement.

**SECTION 4: BONDS**

An Applicant constructing any roads and appurtenant improvements to be dedicated to the District shall execute a road improvement agreement on terms similar to those provided in Section 22 of Chapter II of this Code. The Applicant also shall provide bonds for all improvements as set forth by reference in Section 1 of this Chapter, provided further that said bond forms shall be as provided by the District.

**SECTION 5: INSPECTION**

An Applicant shall be required to pay for an independent inspection of plans and works by a person qualified to provide said inspection. Said person to perform such inspection shall be selected by the Board.

**SECTION 6: TREE REMOVAL**

No trees shall be removed from any road right-of-way without express written approval of the Board. The Board may require a bond on any work so authorized.

**SECTION 7: WORK WITHIN EXISTING ROAD RIGHTS-OF-WAY**

No work shall be performed within any right-of-way without express written approval of the Board. The Board may require a bond on any work so authorized.

**SECTION 8: LOAD LIMITS**

No vehicle having a gross weight in excess of 36,000 lbs. (18 tons) shall be operated on any District roads except by written permit issued by the Board or the General Manager.

**SECTION 9: PROHIBITED USE OF ROADS**

No person shall haul, drive, transport or drag any logs, timber, disk, harrow, tractor, or machinery of any kind or description over any District roads whereby the surface of the pavement of such road is marred or damaged in any way.

## SECTION 10: THROUGH TRAFFIC

The District reserves the right to refuse access over District roads to any development not a part of the District.

## SECTION 11: ROADSIDE OR DRAINAGE DITCHES

No person shall block or modify any roadside or drainage ditch maintained by the District. Any new construction affecting or modifying a roadside drainage ditch shall be approved by the District.

## CHAPTER IV: POLICE POWERS

### SECTION 1: DISTRICT PROPERTY

A. A Customer may concurrently use a District property, easement or right-of-way if the use will not interfere with District operations and/or will not damage District property. By applying for and using District water service and roads, a Customer agrees that he or she will keep District property easements, and rights-of-way clear of all encroachments and provide District staff and contractors access to District property and facilities at all times. A Customer may not permanently obstruct access to or install improvements that may damage roads or water facilities installed on, over, under, or across District easements, rights-of-way or property. Prohibited encroachments include, but are not limited to, fencing with no access gate or other ingress or egress provided, installing permanent or significant temporary structures, paving, swimming pools, decks or other hardscape improvements, or planting trees or large shrubs. Customers may maintain any real property containing a District easement or right-of-way with reasonably maintained turf, flower beds, fire-resistant native vegetation, and/or unpaved surface areas.

B. In cases where a District easement is located on a Customer's Premises, the District shall have an unrestricted right to access the easement to operate, maintain, repair, upgrade, and replace District facilities, including without limitation roads, pipelines, valves, pumps, and appurtenant facilities. If the Customer wishes to fence or otherwise secure his or her Premises against unauthorized entry, the Customer shall provide the District with a gate or other access to its easement at a location that is reasonably convenient for the District and shall provide the District with any keys, codes, combinations, or other devices or information necessary for District staff to pass through the gate or other security barrier for the purpose of accessing the District's easement. In no case may a Customer obstruct a District road in any manner.

C. The District shall have the right to maintain its property, easements, and rights-of-way in the manner that it deems necessary to safeguard such District property and any facilities installed on, over, under, and across such property. The District will make every effort to accept and preserve any reasonable Customer landscape improvements of the type described in Section A above, but the District shall have sole and final discretion to determine what constitutes acceptable Customer maintenance of and improvements on District property.

D. In cases where a Customer's use involves the installation of all or a portion of an encroachment on a District easement, right-of-way or other real property, the encroachment first must be approved by the Board of Directors. The Board may allow the installation and use of an encroachment in, over, across or upon a District easement, right-of-way or real property upon determining that the encroachment will not interfere with operation of the District's water system or roads and will not interfere with the maintenance, repair, upgrading, and replacement of such facilities. However, no encroachment on any District property will be allowed until the Customer requesting the encroachment executes an encroachment agreement in a form approved by the District. The agreement shall provide, among other conditions, that:

(1) The cost of maintaining, repairing and removing an encroachment shall be borne solely by the Customer;

(2) The District will not waive any rights as to its use of the easement, right-of-way or property, including but not limited to, the right to enter upon the easement at any time for the purpose of operating or making repairs, modifications, upgrades or replacements of any pipeline, appurtenance or road; and

(3) The encroachment will be removed upon thirty days written notice by the District to the Customer, unless the Board grants an extension of such period. Any extension granted by the District shall be in writing and signed by a Board member or General Manager.

E. The General Manager is authorized to allow any encroachment that is not permanently affixed and does not exceed \$5,000.00 in value, subject to execution of an encroachment agreement by the Customer. All other encroachments must be approved by the Board of Directors.

F. Notwithstanding the foregoing, no Customer or other person may obstruct a District road in any manner, including the installation or use of any encroachment or by permitting the over growth of any landscaping, trees or brush in such a manner as to affect the safe public use of the road. In accordance with its authority to protect the public health and welfare, the District shall have the right to remove any such encroachment or remove or cut any landscaping, tree or other vegetation that affects safe public use of District roads and to assess any appropriate penalties provided in this Code or other applicable law for a violation and for removal of such hazard.

G. If a Customer violates this Section 1 by obstructing the District's access to its property and facilities, or by refusing to remove an encroachment or execute an encroachment agreement when requested, the District may terminate water service or otherwise enforce its rights under any applicable remedy authorized in this Code or other applicable law.

H. A Customer shall be liable for all damage occurring to the facilities, equipment or property of the District, caused by act of the Customer, or his or her agents, servants, employees, contractors, licensees, or permittees, including the breaking or destruction of locks by the Customer or others, on or near the service connection of the District, and the District shall be reimbursed by the Customer for any such damage, promptly upon presentation of a bill for such

damage. The District may terminate all water service or otherwise enforce its rights under any applicable remedy authorized in this Code or other applicable law if the Customer fails to pay such an amount on demand by the District.

## **SECTION 2: DISCHARGE OF FIRE ARMS**

It shall be unlawful for any person to discharge a firearm from, across, or upon any property owned, leased, or controlled by the District including any roads, trails, or public ways owned, operated, or maintained by the District.

## **SECTION 3: VANDALISM**

No person shall willfully destroy damage, or deface any property owned, leased, or in the control of the District.

## **SECTION 4: REMEDIES**

The District may prefer appropriate civil or criminal charges against any person violating this chapter. The District also may pursue any remedy available under this Code or applicable law for any damages caused to District property as a result of a violation of this section. If the violator is a Customer, the District shall have the right to collect any damages or penalties assessed on the Customer's water bill and may terminate water service for non-payment of such charges.

## **CHAPTER V: LOCAL CLAIMS PROCEDURES**

### **SECTION 1: PURPOSE AND AUTHORITY.**

The purpose of this article is to establish local claims procedures, as authorized by Government Code section 935, to govern money claims brought against the District that are exempt from state law claims procedures under the Government Claims Act.

### **SECTION 2: LOCAL CLAIMS PROCEDURES ESTABLISHED.**

Pursuant to Government Code Section 935, the District hereby establishes the following claims procedures, to apply to those claims against the District that are exempt from the Government Claims Act under Government Code Section 905:

A. All claims for money or damages against the District that are not governed by any other statute or regulation expressly relating to such claim, shall be presented to the Board of Directors within the time limitations and in the manner set forth in Government Code sections 910-915.4.



B. When a claim is required by to be presented within a period of less than one year after the accrual of the cause or action, and that claim is not presented within the required time, an application for leave to file a late claim may be made and processed in accordance with Government Code sections 911.4(b), 911.6 - 912.2, and 946.6. A late claim shall also be subject to Government Code section 946.4. (See Government Code section 935(e).)

C. Claims shall be subject to the provisions of Government Code section 945.4, relating to the prohibition of lawsuits until the presentation of, and action on, a claim. No lawsuit for money or damages may be brought against the District on a cause of action for which a claim is required to be presented in accordance with this Chapter until a written claim has been presented to the District and has been acted upon, or has been deemed to have been rejected, by the District Board in accordance with the procedures of Government Code section 910-915.4. (See Government Code section 935(b).)

D. Any lawsuits brought against the District on a claim subject to this Chapter shall be subject to the provisions of Government Code sections 945.6 (lawsuit filing limitations) and 946 (lawsuit barred after claim allowed in full or part). Any lawsuit against the District on a claim subject to this Chapter must be commenced within the time limitations provided in Government Code section 945.6. (See Government Code section 935(b).)