

ORDINANCE 91-1
(SUPERCEDING ORDINANCE NO. 74-1)

ESTABLISHING RATES, RULES, AND REGULATIONS
FOR WATER SERVICE

FLDDBROOK GLENDALF COMMUNITY SERVICES DISTRICT

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF FIELDBROOK
GLENDALE COMMUNITY SERVICES DISTRICT THAT ORDINANCE 74-1
IS HEREBY REPEALED AND REPLACED BY THIS ORDINANCE 91-1 AS
FOLLOWS:

First Reading: October 22, 1991

Second Reading: November 19, 1991

Adoption: November 19, 1991

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1. ARTICLE 1. DEFINITIONS

Section 1.01 ACCESSORY DWELLING UNIT (ADU)

An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. It shall include permanent provision for living, sleeping, eating, cooking, and sanitation on the same lot where an existing or proposed single-family dwelling is situated. An accessory dwelling unit also includes a manufactured home, as defined in Section 18007 of the Health and Safety Code; and a Tiny House or Moveable Tiny House as defined Humboldt County Ordinance Title III, Division 1, Chapter 4 in conformance with California Government Code Section 65852.2.

(a) (a) Attached Accessory Dwelling Unit

Shall mean an ADU constructed and contained within the existing space of the single-family residence or accessory structure and has an independent exterior access from the existing residence. The ADU total floor area will not exceed 50 percent (50%) of the floor area of the PDU.

(b) (b) Detached Accessory Dwelling Unit

Shall mean an ADU constructed either to expand the footprint of the existing single-family residence or accessory structure, or to be a new accessory structure on the parcel. A detached ADU is defined as a unit with a total floor area of 1,200 square feet or less. Any detached ADU more than 1,200 square feet may be charged a connection or capacity fee consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that is proportionate to its burden upon the water system, based upon either size (square footage), or the number of plumbing fixtures, but not exceed the reasonable cost of providing service.

(c) (c) Junior Accessory Dwelling Unit (JADU)

Shall mean an attached ADU that does not exceed 500 square feet, includes an efficiency kitchen, and may either share a bathroom (toilet, sink, and tub and/or shower) with the principal residence. The principal residence or the JADU must be occupied by the owner of residence. California Government Code 65852.22.

(d) (d) Principal or Primary Dwelling Unit (PDU)

Shall mean the dwelling unit which exists on a lot at the time that an ADU is constructed; or the primary dwelling unit that exists or is planned to be constructed such that any other dwelling on the same lot may be defined as an ADU.

Added per Resolution 2021-02, adopted March 23, 2021.

Section 1.02 BOARD

BOARD means the Board of Directors of Fieldbrook Glendale Community Service District.

Section 1.03 CONNECTION

CONNECTION means the pipeline and appurtenant facilities such as the curb stop, meter and meter box all used to extend water service from a main to premises, the laying thereof and the tapping of the

main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

Section 1.04 COST

COST means the cost of labor, material, transportation, supervision, engineering, and all other necessary and required overhead expenses.

Section 1.05 CROSS CONNECTIONS

CROSS CONNECTIONS means any connection or structural arrangement between a customer's potable water system and any other source or system through which backflow can occur. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections.

Section 1.06 CUSTOMER

CUSTOMER means the water user, the tenant, or the owner.

Section 1.07 DISTRICT

DISTRICT means the Fieldbrook Community Services District, Fieldbrook, Humboldt County, California.

Name Change to become the Fieldbrook Glendale Community Services District
Resolution #2005-07, Adoption December 20, 2005

Section 1.08 MAIN

MAIN means a water line in a street, highway, alley, or easement used for the public or private fire protection or for general distribution of water.

Section 1.09 OWNER

OWNER means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of, ownership over same or as executor, administrator, guardian, or trustee of the owner.

Section 1.10 PERSON

PERSON means an individual or a company, association, partnership, or public or private corporation.

Section 1.11 PREMISES

PREMISES means a lot or parcel of real property under one ownership, except where there are well-defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants in which case each portion shall be deemed separate premises. Apartment houses, trailer courts, and office buildings may be classified as single premises.

Section 1.12 PRIVATE FIRE PROTECTION SERVICE

PRIVATE FIRE PROTECTION SERVICE means water service and facilities for providing sprinkler systems, hose reels, and other facilities installed on private property for fire protection.

Section 1.13 PUBLIC FIRE PROTECTION SERVICE

PUBLIC FIRE PROTECTION SERVICE means the service and facilities of the entire water supply, storage and distribution system of the DISTRICT including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

Section 1.14 RECONNECTION CHARGE

RECONNECTION CHARGE means a charge for replacement of a meter where there exists a service head or reestablishment of service.

Section 1.15 RETAIL WATER SERVICE

RETAIL WATER SERVICE means water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the water available therefor.

Section 1.16 TEMPORARY WATER SERVICE

TEMPORARY WATER SERVICE means water service and facilities rendered for construction work and other uses of a limited duration and the water available therefor.

Section 1.17 WATER DEPARTMENT

WATER DEPARTMENT means the Board of Directors performing functions related to the DISTRICT water service, together with the Manager, and the Billing Clerk, Engineer, and other duly authorized representatives.

Section 1.18 TURN-ON CHARGE

TURN-ON CHARGE means that, for any reason other than for a DISTRICT purpose, it is necessary to terminate water service, a charge will be made to the customer when reestablishing water service.

2. ARTICLE 2. GENERAL PROVISIONS

Section 2.01 SHORT TITLE

This ordinance may be cited as "Fieldbrook Glendale Community Services District Water Ordinance."

Section 2.02 WORDS AND PHRASES

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

Section 2.03 WATER SYSTEM

The DISTRICT shall furnish a system, plant works and undertaking used for and useful in obtaining, conserving, and distributing water for public and private uses, including all parts of the enterprise, all appurtenances to it and lands, easements, rights in land, water rights, franchises, and other water supply, storage, and distribution facilities and equipment.

Section 2.04 DAMAGE TO WATER SYSTEM FACILITIES

No customer shall maintain or use any equipment which causes, or threatens to cause, damage to the DISTRICTS facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by any act of the customer or his or her tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks

by customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The DISTRICT shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

Section 2.05 INTERRUPTIONS IN SERVICE

The DISTRICT shall not be liable for damage which may result from an interruption in service from any cause.

Section 2.06 MAINTENANCE OF WATER PRESSURE AND SHUTTING DOWN FOR EMERGENCY REPAIRS AND MODIFICATIONS

The DISTRICT shall not be responsible for the maintenance of water pressure, and it reserves the right to discontinue service while making emergency repairs and for any other reason requiring the shutdown of water services and determined by the DISTRICT. Customers dependent upon a continuous supply should provide emergency storage.

Section 2.07 PRESSURE CONDITIONS

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

Section 2.08 NUMBER OF SERVICES PER PREMISES

The applicant may apply for as many services as may be reasonably required for the premises provided that the pipeline system for each service be independent of the other and not interconnected.

Section 2.09 PENALTY FOR VIOLATION

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

Section 2.10 RESPONSIBILITY FOR EQUIPMENT

The customer shall, at customer's own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the DISTRICT shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of the customer's tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating or interfering with such equipment. The DISTRICT shall not be responsible for damage to property caused by faucets, valves and other equipment that are left open, or for any leaks, on the customer's premises.

Section 2.11 RESPONSIBILITY FOR EQUIPMENT ON CUSTOMER PREMISES

All facilities installed by the DISTRICT on private property for the purpose of rendering water service shall remain the property of the DISTRICT and may be maintained, replaced, or repaired by the DISTRICT without consent or interference of the owner or occupant of the property. The customer shall use

reasonable care in the protection of the facilities. No payment shall be made by the DISTRICT for placing or maintaining said facilities on private property.

Section 2.12 RULING FINAL

All rulings of the Board shall be final unless appealed in writing to the Board within five (5) days. The Board's ruling after an appeal shall be final.

Section 2.13 SEPARABILITY

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

Section 2.14 TAMPERING WITH DISTRICT PROPERTY

No one except an employee or representative of the DISTRICT shall at any time in any manner operate the curb cocks, fire plugs, valves, or main valves of the DISTRICT's system; or interfere with meters or their connections, street mains or other parts of the water system.

Section 2.15 TERMINATION OF SERVICE

Water service may be terminated by the DISTRICT for default in performance of the customer's obligation as set forth herein. Prior to termination of service, except in emergency situations, the DISTRICT shall comply with the Notice and other requirements of Chapter 9.6 of Division 1, Title 6 of the California Government Code.

Section 2.16 WATER WASTE

No customer shall knowingly permit leaks or waste water. Where water is wastefully or negligently used on a customer's premises and impairs or threatens to impair the general service provided by the DISTRICT, the DISTRICT may discontinue the service as provided herein, if such conditions are not corrected with ten (10) days after giving the customer written notice.

Section 2.17 PRESSURE REDUCING VALVES

As a protection to the customer's plumbing system, if necessary, a suitable pressure reducing valve should be installed and maintained by the customer. The pressure reducing valve should be installed between the check valves and the water meter.

Section 2.18 INGRESS AND EGRESS

Representatives for the DISTRICT shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

Section 2.19 POOLS AND TANKS

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

Section 2.20 SERVICE OUTSIDE DISTRICT

Where possible, potential customers outside the DISTRICT shall annex before service is allowed if their property is contiguous to the DISTRICT boundary or if the Board considers it to be in the best interest of the DISTRICT. In addition to all other costs for providing service, the applicant shall be charged for the

annexation proceedings. Where in the opinion of the Board, annexation is not feasible or desirable immediately upon application the Board may elect to provide service outside of the DISTRICT. The terms and condition of service shall be the same as in DISTRICT except charges for water shall be 150% of the rates specified in Article 9 of the Ordinance. In addition, the applicant, his heirs, or assigns must agree not to protest annexation if initiated at a later time.

3. ARTICLE 3. NOTICES

Section 3.01 NOTICES TO CUSTOMERS

Notices from the District to a customer will normally be given in writing, and either delivered or mailed to customer's last known address. Where conditions warrant and in emergencies, the DISTRICT may resort to notification either be telephone, messenger, or public media.

Section 3.02 NOTICES FROM CUSTOMERS

Notice from the customer to the DISTRICT may be given in writing by the customer, or the customer's representative, at the DISTRICT'S operating office or by mail delivery.

4. ARTICLE 4. RETAIL WATER SERVICE INSTALLATION

Section 4.01 APPLICATION

A person may make application for retail water service on application forms provided by the DISTRICT. Such application will contain the following information: Name and address of applicant, a description of the premises to be served, and other matters as determined by the DISTRICT. Application forms will be available from the Humboldt Bay Municipal Water District office, 828 7th Street, Eureka, CA. The application will be accompanied by a non-refundable processing fee as per "EXHIBIT A", Schedule of Rates and Fees.

Section 4.02 UNDERTAKING OF APPLICANT

An application will signify the customer's agreement to comply with this and other ordinances or regulations relating to retail water service and to make payment for water service. It shall also contain a provision granting the right of ingress and egress to the customer's property to the DISTRICT for reading meters and making repairs to the facilities.

Section 4.03 PAYMENT FOR PREVIOUS SERVICE

An application will not be approved unless payment in full has been made for water service previously rendered to the applicant by the DISTRICT.

Section 4.04 INSTALLATION OF SERVICES

DISTRICT, or its authorized agents, shall perform all installation required for Retail Water service and shall determine the meter size if a new or replacement meter is required. Service installation will be made to property abutting on distribution mains as have been constructed in public streets, alleys, or easements, or to extensions thereof or as otherwise required by the DISTRICT. Such installations shall be placed as close as possible to distribution mains. Services installed in new subdivisions prior to the construction of streets must be accepted by the applicant in the installed location. The applicant will be responsible for providing any easement required for the installation.

Section 4.05 INSTALLATION CHARGES

All service connections shall be made according to the DISTRICT'S charges for labor, materials, equipment, and overhead, and the amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

Section 4.06 CONNECTION CHARGES

A water connection fee per equivalent single family residential dwelling, as established by the 5-year Capital Improvement Plan, shall be collected from each applicant requesting a new water service in addition to any processing fees or installation charges. The average monthly water consumption for a single-family residential dwelling shall be assumed to be 800 cubic feet per month. The DISTRICT shall compute the actual connection charge for land uses other than single family residential dwelling by converting the average monthly water consumption of that land use into equivalent single family residential units and multiplying that number by the connection fee in "EXHIBIT A", Schedule of Rates and Fees.

Section 4.07 CAPACITY FEES

CAPACITY FEES.

1. The public interest and necessity as described in the Capital Improvement Plan and the oral testimony presented during the public hearing require the establishment of Capacity Fees.
2. Connection Fees and Capacity Fees are independent calculations. Connection Fees apply when a new meter is placed. Capacity Fees apply when there is an existing connection requiring additional capacity.
3. The District will require a separate water meter for new uses when the estimated new aggregate level of use is more than three (3) residential dwelling equivalents (RDE) as defined by Water Ordinance 91-1 Section 4.6 and any revisions subsequent to the adoption of this resolution. Connection fees will be calculated based on the estimated water use per the application to the County of Humboldt Planning and Building Department or by another reputable source subject to the review of the District's Engineer.
4. Capacity Fees will be imposed when the estimated use is less than three (3) RDE but greater than 800 cubic feet per month as defined by Water Ordinance 91-1 Section 4.6. Capacity fees will be calculated based on the estimated "intensified" water use per the application to the County of Humboldt Planning and Building Department or by another reputable source subject to the review of the District's Engineer.
5. Capacity Fees will be prorated for the intensified use above one (1) RDE as defined in Water Ordinance Section 4.6 and any revisions subsequent to the adoption of this resolution.
6. Water Capacity Fees will be equal to Connection Charges as per Water Ordinance 91-1 Section 4.6 and subsequent revisions to said fees as adopted by resolution.

7. Sewer Capacity Fees will be equal to Connection Charges as per Sewer Ordinance 90-1 Article IV and subsequent revisions to said fees as adopted by resolution.
8. The District's General Manager is hereby authorized to take any and all actions necessary to carry out the intent of the District's Board of Directors as is stated herein and as otherwise required in order to comply with applicable law.
9. The Resolution shall take effect immediately upon adoption and shall supersede any, and all prior resolutions and ordinances applicable to the District only to the extent expressly inconsistent with the terms hereof.
10. The Board may, on its own motion, and for good cause, find that by reason of special circumstances any provision of this resolution should be suspended or modified as applied to a particular premise and may, by motion, order suspension or modification for such premises during the period of such special circumstances, or any part thereof.
11. Each component of the Fee and all portions of this Resolution are severable. Should any individual component of the Fee or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining Fee components and/or Resolution portions shall be and continue in full force and effect, except as to those Fee components and/or Resolution portions that have been adjudged invalid. The District Board hereby declares that it would have adopted this Resolution and each section thereof, irrespective of the fact that one or more section may be held invalid or unconstitutional.
12. Attached ADU or JADU shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for water service. No new or separate water connection is required between the ADU and water main, if the ADU is contained within the existing space of a single-family residence or accessory structure.
Added per Resolution 2021-02, adopted March 23, 2021.
13. For an ADU that is not contained within the existing space of a single-unit dwelling or existing accessory structure, a new or separate connection may be required directly between the ADU and the water main. Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that is proportionate to its burden upon the water system, based upon either size (square footage), or the number of plumbing fixtures, but not exceed the reasonable cost of providing service.
Added per Resolution 2021-02, adopted March 23, 2021.

Resolution: #2017-05

Adoption: September 26, 2017

Section 4.08 METER INSTALLATIONS

Meters will be installed in the sidewalk area or location approved by the DISTRICT and shall be the property of the DISTRICT. No rent or other charge will be paid by the DISTRICT for a meter or other facilities, including connections.

Section 4.09 CHANGE IN LOCATION OF METERS

Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the DISTRICT'S property will be moved at its expense.

Section 4.10 CURB COCK

Every service connection installed by the DISTRICT shall be equipped with a curb cock or valve on the inlet side of the meter. The curb cock is intended for the exclusive use of the DISTRICT in controlling the water supply through the service connection pipe. If the curb cock is damaged by the customer's use to an extent requiring replacement, such replacement shall be at the customer's expense. Service valves or curb stops above 2" pipe size shall be equipped with an operator riser tube and capped at the surface.

Section 4.11 DOMESTIC, COMMERCIAL, AND INDUSTRIAL SERVICE CONNECTION

DOMESTIC, COMMERCIAL, AND INDUSTRIAL SERVICE CONNECTION. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

(a) SEPARATE BUILDING

Each residential dwelling must be provided with a separate service connection with the following exceptions: Business and industrial facilities supplied by one service and other structures whose use is connected to the primary dwelling subject to the written approval of the DISTRICT.

(b) DIFFERENT OWNERS

A service connection shall not be used to supply more than one property owner.

(c) DIVIDED PROPERTY

When property provided with a service connection is divided, each piece of property will have a separate service connection.

(d) SEPARTATE PROPERTY

A service connection shall not be used to supply property of the same owner across a street or alley, without written approval of the DISTRICT.

Section 4.12 SERVICE CONNECTIONS

The service connections extending from the water main to the property line and including the meter, meter box and curb cock or gate valve shall be maintained by the DISTRICT. All pipes and fixtures extending beyond the property line shall be installed and maintained by the customer.

5. ARTICLE 5. RETAIL WATER SERVICE INSTALLATIONS WHEN A MAIN EXTENSION IS REQUIRED

Section 5.01 APPLICATION FOR MAIN EXTENSION

The following rules are established for making main extensions:

(a) APPLICATION

Any owner of one or more lots or parcels or a subdivider of a tract of land, desiring the extension or enlargement of one or more water mains to serve such property, shall make a written application to the DISTRICT. The application shall contain the legal description of the property to be served and the County Assessor's parcel number thereof, any additional information which may be required by the DISTRICT and shall be accompanied by a map showing the location and number of the proposed connections.

(b) INVESTIGATION

Upon receipt of the application, the DISTRICT shall make an investigation and survey of the proposed extension and shall report its finding to the Board.

(c) RULING

The Board shall thereupon consider such application and report and after such consideration, reject, modify, or approve it.

(d) FIELDBROOK GLENDALE COMMUNITY SERVICES DISTRICT LINES

All extensions thus provided for in accordance with these regulations, shall be and remain the property of the DISTRICT.

(e) DEAD-END LINES

No dead-end lines shall be permitted, except at the discretion of the DISTRICT. In cases where loop lines or blow-off valves are necessary they shall be designed and installed by DISTRICT personnel as part of the cost of the extension. Under certain conditions, with Board approval, a homeowner may be allowed to establish a meter on DISTRICT property at dead-end lines. Homeowner must establish rights-of-way to and across his property and furnish the DISTRICT with a written agreement. Homeowner must also agree to share in any costs for future main extensions.

Section 5.02 MAIN EXTENSION TO FLAG LOTS AND LOTS WITHOUT ROAD FRONTAGE

(a) FLAG LOTS DEFINED

County subdivision regulations permit development of flag lots which are defined as "lots with narrow frontage and a long driveway or strip of land connecting with street."

(b) PRIVATE RIGHT OF WAY

County subdivision regulations permit creation of lots without public road frontage serviced only by a private right of way.

(c) LIMITED TO SINGLE FAMILY RESIDENCES

Such lots will be approved for utility service only when limited to single family residential developments.

(d) WIDTH OF ACCESSWAY

When the accessway from the street to the residential area services only on parcel it shall be at least twenty (20) feet in width. When the accessway from the street to the residential area services more than one parcel, it shall be a minimum of forty (40) feet in width.

(e) WATER SERVICE TO ONE OR TWO LOTS THROUGH ACCESSWAYS

- 1) Water service will be installed by the DISTRICT up to the property line of the property fronting the street containing the main. A water meter will be installed for each parcel served.
- 2) Extension of the water services beyond the property line at the street will be at the expense of the individual property owners. All required maintenance beyond the property line will be the responsibility of the property owners.

(f) WATER SERVICE TO THREE OR MORE LOTS

- 1) If three or more lots obtain water service via a private accessway or right-of-way, a main line extension will be required.
- 2) If the DISTRICT believes that three or more parcels can be developed with right-of-way access through a parcel with road frontage, said parcel will be required to pay for construction cost associated with DISTRICT water main line extensions, the size of mains to be determined by the DISTRICT, along the entire right-of-way length at the time the parcel requests service.
- 3) The DISTRICT shall be granted a non-exclusive right-of-way for construction, access to and maintenance of water or other utility purposes. Further, if development on neighboring parcels may, in the judgment of the DISTRICT, require an extension of the main to the neighboring parcels, a right-of-way to the DISTRICT shall be required for this purpose.
- 4) Water service laterals shall be constructed off this main line extension up to the various property lines of properties requesting service.

Section 5.03 COST OF INSTALLATION

All main extension shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and the amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

Section 5.04 REFUND OF COSTS

In case other customers, after application therefor, shall be connected to any such main extension, DISTRICT shall establish an equitable basis for partial refund to the original applicant in cases where the applicant has not recovered the costs of installation through sales of property. DISTRICT shall pay the refund to such person within fifteen (15) days after all amounts due to DISTRICT from such other customer shall be received by DISTRICT.

All right to refund hereunder to any and all persons shall terminate at the expiration of five (5) years from the date of connection of the main extension to DISTRICT'S pipeline. The decision of the Board in regard to any refund shall be final.

Section 5.05 DETERMINATION

If, in the opinion of the Board, the extension of a main may result in an economic advantage to the DISTRICT, the DISTRICT may participate in the cost of such extension.

6. ARTICLE 6. APPLICATION FOR PRIVATE FIRE PROTECTION SERVICE

Section 6.01 APPLICATION

Any person may make application for standby fire protection service. Written application shall be made to the Board, describing in detail and with full supporting plans, the requirement of the applicant.

Section 6.02 INVESTIGATION

Upon receipt of the application, the DISTRICT shall make an investigation and survey of the proposed private fire service and shall submit a report and recommendation to the Board.

Section 6.03 RULING

The Board shall thereupon consider such application and report, and after such consideration, accept, modify, or reject it.

Section 6.04 COST OF INSTALLATION

All private fire protection service connections shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

Section 6.05 NO CONNECTION TO OTHER SYSTEM

There shall be no connections between any fire protection system and any other unauthorized water distribution system on the premises. All water lines and facilities from the DISTRICT'S main to the customer's property boundary and including the meter if it is placed on the customer's property boundary and including the meter if it is placed on the customer's property, shall belong to the DISTRICT.

Section 6.06 USE

There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment, with the exception of service approved for combination use through compound meter installations.

Section 6.07 METER RATES

Any consumption recorded on the meter will be charged for at regular service rates for fully metered use. Installation which are not fully metered shall be charged at the rate of five (5) times the amount shown on the bypass or other metering device. There shall be no charge, however, for water consumed in actual fire suppression uses.

Section 6.08 STANDBY CHARGE

The monthly rates for private fire protection systems shall be established by the Board.

Section 6.09 WATER FOR FIRE STORAGE TANKS

Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the DISTRICT in advance and approved means of measurement is available. The regular water rates will be applied.

Section 6.10 VIOLATION OF AGREEMENT

If water is used from a standby fire service in violation of the agreement or of these regulations, the DISTRICT may, at its option, and as provided herein, discontinue, and remove the service after first notifying the customer and the appropriate fire department of discontinuance.

Section 6.11 WATER PRESSURE AND SUPPLY

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

Section 6.12 FIRE SERVICES

Fire services for private and commercial uses shall be installed in accordance with the standards for installation of fire suppression services established by the American Water Works Association.

Section 6.13 RULES

The following rules shall apply to all fire service connections:

(a) VALVE

When a fire service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on, and approval is provided by the DISTRICT.

(b) ADDITIONAL SERVICE

The DISTRICT shall have the right, with the approval of the appropriate fire suppression authorities, to take a domestic, commercial, or industrial service connection from the fire service connection to supply the same premises as those to which the fire service connection belongs. The DISTRICT shall also have the right to determine the proportion of the installation cost properly chargeable to each service connection, if such segregation of costs shall become necessary.

(c) BACKFLOW PREVENTION DEVICE

All fire service connections shall be equipped on the service end with an approved backflow prevention device. The requirements are set forth in Article 10 hereof.

(d) HOUSING-VALVE BOXES

All meters and valves shall be housed in approved structures for DISTRICT access at all times.

(e) EQUIPMENT OWNERSHIP

The construction and installation of all the above fire protection connection devices will be at the customer's expense. Such equipment and structures after installation shall become the property of the DISTRICT.

7. ARTICLE 7. PUBLIC FIRE PROTECTION

Section 7.01 USE OF FIRE HYDRANTS

Fire hydrants are for use by the DISTRICT or by organized fire protection agencies pursuant to contract with the DISTRICT. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the DISTRICT prior to use and shall operate the hydrant in accordance with instructions issued by the DISTRICT. Unauthorized use of hydrants will be prosecuted according to law. (Note: do not use hydrant valve for flow control, water truck loading, etc., as it undermines hydrant through relief valve at base).

Section 7.02 HYDRANT RENTAL

A charge, to be determined by contract between the DISTRICT and organized fire protection agencies, will be imposed for hydrant maintenance and water used for public fire protection.

Section 7.03 MOVING OF FIRE HYDRANTS

When a fire hydrant has been installed in the location specified by the proper authority, the DISTRICT has fulfilled its obligation. If a property owner or other party desires a change in the size, type, or location of the hydrant, he shall bear all cost of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

8. ARTICLE 8. TEMPORARY SERVICE

Section 8.01 DEPOSIT

The applicant shall deposit, in advance, the estimated cost of installing and removing any facilities required to furnish temporary service exclusive of the cost of salvageable material. Upon discontinuance of service, the actual cost shall be determined by an adjustment made as an additional charge, refund, or credit. All water so provided will be charged in accordance with rates established by the Board.

Section 8.02 DURATION OF SERVICE

Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the DISTRICT.

Section 8.03 INSTALLATION AND OPERATION

All facilities for temporary service to the customer connection shall be installed by the DISTRICT and shall be operated in accordance with its instructions.

Section 8.04 RESPONSIBILITY FOR METERS AND INSTALLATIONS

The customer shall use all possible care to prevent damage to the meter or to any other facilities of the DISTRICT which are involved in furnishing the temporary service. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

Section 8.05 SUPPLY FROM FIRE HYDRANT

An applicant for temporary use of water from a fire hydrant must secure a permit therefor from the DISTRICT and from any fire protection agency having jurisdiction. The applicant shall pay the regular fee charged for the installation and removal of a meter and backflow device and use of a hydrant wrench.

The applicant shall pay for the water used in accordance with the meter reading, at the rates prescribed by the DISTRICT.

Section 8.06 UNAUTHORIZED USE OF HYDRANTS

Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable by law.

Section 8.07 CUSTOMER LIABILITY

The customer must provide evidence of liability insurance coverage satisfactory to the DISTRICT relating to such temporary service connection and shall agree to hold harmless, indemnify and defend DISTRICT from any claim arising out of the customer's use of the temporary service.

9. ARTICLE 9. RATES

Section 9.01 RATE SCHEDULE

Regular rates for water service, standby fire protection and other ordinary charges are established as set forth on Exhibit "A", Schedule of Rates and Fees, attached hereto. Rates are subject to change by resolutions of the Board.

Section 9.02 SUMMER RATES

If circumstances warrant, the Board may modify these rates, by resolution, during summer months.

Section 9.03 ANNUAL CONSUMER PRICE INDEX ADJUSTMENT

The DISTRICT Board of Directors will annually adjust the rates for regular water service by a percentage, rounded to the nearest \$.10, equal to the previous year's consumer price index.

Adopted: by Resolution 2001-01 – June 27th, 2000.

Section 9.04 LATE FEE

Water charges are due and payable at the office of the DISTRICT on the date of mailing the bill to the property owner or agent as designated in the application and are delinquent the 23rd day of the following month. The balance of the account on the 23rd day of the following month is subject to a ten (10) percent late fee.

Added by Resolution #2006-08

First reading May 23rd, 2006

Second reading June 27th, 2006

Section 9.05 WHOLESALE RATE ADJUSTMENT

California Government Code, Section 53756(a), (c) allows an agency that purchases wholesale water from a public agency may provide for automatic adjustments that pass through the adopted increases or decreases in the wholesale charges for water established by the other agency for a property-related service for a period not to exceed five years pursuant to Government Code, Section 53755.

Section 9.06 ACCESSORY DWELLING UNITS BASE RATE

ADU's shall be subject to a separate Base Rate in addition to the Base Rate charged for the PDU.

Added per Resolution 2021-02, adopted March 23, 2021.

10. ARTICLE 10. CROSS-CONNECTIONS AND BACKFLOW DEVICES

Section 10.01 CROSS-CONNECTIONS

The customer must:

- (a) Comply with state and federal laws and DISTRICT ordinances governing the separation of water systems or sources; and
- (b) Install backflow protective devices to protect the public water supply from the danger of cross-connections or other potential hazardous backflow. Unless otherwise provided herein, backflow protective devices must be installed as near the service as possible and shall be available for test and inspection by the DISTRICT. Plans for installation of backflow protective devices must be approved by the DISTRICT prior to installation.

Section 10.02 GENERAL BACKFLOW CONTROL REQUIREMENTS

An approved backflow prevention device consisting of shutoff valves and/or check valves and tri-cocks will be required on all cross-connections. Any backflow prevention device required by this ordinance must be a model approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, as amended.

All backflow prevention devices will be inspected and tested by the DISTRICT as required by law. The devices shall be repaired or replaced whenever they are found to be defective, and all cost of repair and maintenance shall be borne by the customer.

Section 10.03 BACKFLOW CONTROL REQUIREMENT – SPECIAL CASES

In special circumstances, when the customer is engaged in the handling of hazardous or corrosive liquids or industrial or process water, the DISTRICT may require the customer to eliminate certain plumbing or piping connections as an additional precaution and will require an approved backflow preventive device to be installed at the meter connection.

Section 10.04 DEFECTIVE BACKFLOW DEVICE – IMMEDIATE TERMINATION OF SERVICE

The service of water to any premises may be immediately discontinued without notice by the DISTRICT if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

Section 10.05 CONTROL VALVE ON THE CUSTOMER PROPERTY

The customer shall provide a valve on the customer’s side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on the premises. The customer shall not use the service curb stop to turn water on and off.

11. ARTICLE 11. CUSTOMER BILLING

Section 11.01 BILLING PERIOD

The regular billing period will be monthly or bi-monthly (every two months) at the option of the DISTRICT.

Section 11.02 METER READING

Meters will be read as nearly as possible on the same day of each month. If a billing period for a customer span seven (7) days or more, the customer will be charged the entire monthly minimum plus water used in excess of the minimum. If a billing period for a water customer spans less than seven (7) days, there will be no minimum charge during this period and this usage will be added to the following monthly billing.

Section 11.03 WATER CHARGES

Water charges are due and payable at the office of the DISTRICT on the date of mailing the bill to the property owner or agent designated in the application and are delinquent the 23rd day of the following month. Late fees may be applied as per Article 9, Section 9.04. Service may be discontinued as provided herein if payment is not made by the delinquent date.

Modified by Resolution #2006-08
First reading May 23rd, 2006
Second reading June 27th, 2006

Section 11.04 PAYMENT OF BILLS

Bills for metered water service shall be rendered at the end of each billing period.

Section 11.05 BILLING OF SEPARATE METERS NOT COMBINED

Separate bills will be rendered for each meter installation except where the DISTRICT has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made the meter reading will be combined for billing purposes.

Section 11.06 LIABILITY

Failure to receive a bill does not relieve a customer of liability. Any amount due shall be deemed a debt to the DISTRICT, and any person, firm or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable.

Section 11.07 CUSTOMER’S GUARANTEE

The water charge begins when a service connection is installed, and the meter is set except in cases where the customer does not want water service at the time of hookup.

12. ARTICLE 12. METERS

Section 12.01 METER TESTS – DEPOSIT

If a customer desires to have the meter serving the customer’s premises tested, the DISTRICT will do so at the customer’s expense.

Section 12.02 ADJUSTMENT FOR METER ERRORS

After testing, if a meter is found to be more than two percent (2%) fast or slow, an appropriate adjustment for the current month only will be made.

Section 12.03 METER MALFUNCTIONS

If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made by the DISTRICT from previous consumption for a comparable period.

13. ARTICLE 13. REMEDIES

Section 13.01 UNSAFE APPARATUS

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

Section 13.02 CROSS-CONNECTIONS

Water service may be refused or discontinued as provided herein to any premises where there exists a cross-connection in violation of State or Federal laws or this ordinance.

Section 13.03 WATER USED WITHOUT APPLICATION BEING MADE

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

Section 13.04 FRAUD OR ABUSE

Service may be discontinued as provided herein if necessary, to protect the DISTRICT against fraud or abuse.

Section 13.05 NONCOMPLIANCE WITH REGULATIONS

Service may be discontinued as provided herein for noncompliance with this or any other ordinance or regulation relating to the water service.

Section 13.06 UPON VACATING PREMISES

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

Section 13.07 DISCONTINUANCE OF RESIDENTIAL WATER SERVICE POLICY

DISCONTINUANCE OF RESIDENTIAL WATER SERVICE POLICY.

1. POLICY EXPLANATION

This policy details the District's administrative actions regarding delinquent accounts and the discontinuance of residential water service. This includes notifications, payment arrangements, account

appeals, fees, service discontinuance, and service reconnection. This policy shall comply with all aspects of the *Water Shutoff Protection Act* (SB 998), effective February 1, 2020.

District staff can be contacted in person at the main office (828 Seventh St., Eureka, CA, 95501) or by phone (707-443-5018) to discuss options for avoiding discontinuation of residential water service for non-payment under the terms of this policy.

A copy of this policy is available to the public on the District website and in writing upon request. This policy is available in English, Spanish, Vietnamese, Korean, Chinese, and Tagalog.

2. DEFINITIONS

- a) *Account Owner (Customer)*: The individual(s) who is financially responsible for the retail water service utility payment at a location.
- b) *Alternative Payment Agreement*: A written agreement between the Account Owner and the District providing for the payment of current or delinquent charges on an alternative schedule. All alternative payment agreements must be requested by the account owner and approved by the District. See specific details in *Alternative Payment Agreements*, #3-a1.
- c) *Appeals Process*: Written request by the account owner to the Business Manager for a review, discussion, and possible adjustment of the bill and/or balance on the retail water utility account. See specific details in *Appeals Process*, #4.
- d) *Business Manager*: The District's Business Manager.
- e) *Non-Payment*: Failure of the account owner to pay all charges (including penalties) by the due date, subjecting the retail water utility account to potential service discontinuance.
- f) *Delinquent Account*: Any account that is not paid, in full, by midnight on the 23rd of the month.
- g) *Primary Care Provider*: Any of the following: any internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, nonphysician medical practitioner, or any primary care clinic, rural health clinic, community clinic or hospital outpatient clinic currently enrolled in the Medi-Cal program, which agrees to provide case management to Medi-Cal beneficiaries.
- h) *Service Discontinuance (Lock-Off)*: The discontinuance of service at an address by turning off and locking a meter, or the removal of a meter due to non-payment.
- i) *Small Balance Account*: Any balance on an account of \$25.00 or less may be carried over and added to the next billing period without being assessed a late fee or incurring further collection action.

3. ALTERNATIVE PAYMENT AGREEMENTS

- a) Any and all alternative payment agreements must be requested by the account owner prior to the scheduled date of service discontinuance (lock-off). Alternative Payment Agreements include: 1) Alternate Payment Arrangements/Temporary Deferral of Payment; 2) Payment Amortization; 3) Partial or Full Reduction of Unpaid Balance.

1. *Alternative Payment Arrangement/Temporary Deferral of Payment*: An account owner who is unable to pay for retail water service within the normal payment period may request an alternative payment arrangement or a temporary deferral of payment to avoid

late fees or disruption of service. The Business Manager will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

2. *Payment Amortization*: Payment arrangements that extend into multiple months are considered an amortization plan. An amortization plan will amortize the unpaid balance over an extended period agreed to by the District, not to exceed 12 months from the original date of the bill (unless approved by the Business Manager). Amortization Plans must be in writing and signed by the account owner. The amortized payment amount and the current payment must be received by the District by midnight on the 23rd of each month. The account owner must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.
 3. *Partial Reduction of Unpaid Balance*: Request of partial reduction of the unpaid account balance must be presented in writing to the District Main Office (828 Seventh St., Eureka, CA, 95501), and will be forwarded to the Business Manager. Only one request per Account Owner may be presented within a twelve-month period. Decisions by the Business Manager are final.
- b) Only one active alternative payment agreement may exist on an account at any given time. An account owner will not be eligible to participate in any alternative payment agreement if he or she has failed to comply with the terms of a prior alternative payment arrangement within the previous twelve (12) month period.
 - c) Failure to comply with the terms of any alternate payment agreement listed above will result in the account being subject to service discontinuance. Service may be discontinued (shut-off) if either of the following occurs: (1) the customer fails to comply with the terms of an alternative payment agreement and the breach remains uncured for a period of 60 days or (2) if the customer does not pay his or her current residential service charges for 60 days or more while participating in an alternative payment agreement.
 - d) The District retains the ability to select which of the payment arrangement options are available to the account owner and may set the said parameters for such. (SB 998, Chapter 6, §116910, article (b)2).
 - e) It is the account owner's obligation to ensure the timely submission of complete and satisfactory documentation demonstrating eligibility to participate in an alternative payment agreement. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full of all delinquent charges.

4. APPEALS PROCESS

If the account owner wishes to appeal all or part of the account balance, a written request for such must be presented to the District Main Office and will be forwarded to the Business Manager. While an account appeal is pending, no additional Past-Due/Late Charges will be applied to the account balance. The District will also not discontinue (shut-off) water service for non-payment while the appeal is pending. (SB 998, 116908, §2b)

- a) The written request for appeal may be dropped off in person or mailed to the main office (828 Seventh St., Eureka, CA 95501).
- b) The written request must include the account owner's contact information, the amount requested for appeal, and the explanation/justification for the request.
- c) This request must be received within 60 days of the issuance of the bill the customer wishes to appeal and prior to the scheduled date of service discontinuance (shut-off).
- d) For purposes of the appeal, disputed water charges are presumed valid. The burden rests with the account owner to demonstrate an inaccuracy by a preponderance of the evidence.

5. PAST-DUE CHARGES/LATE FEES

- a) Past-Due Charges/Late Fees (if applicable) are assessed on the 24th of the month. Fees are calculated on all accounts that have a balance exceeding \$25.00 as of midnight on the 23rd of the month.
- b) An outstanding balance that carries over multiple months may be assessed multiple past-due charges/late fees.
- c) Past-due charges/late fees will not be assessed on unpaid charges that are the subject of an alternative payment agreement or on unpaid charges that were the subject of an unsuccessful appeal and which are not paid, in full, within five (5) days following the appeal.
- d) The account owner may request a waiver of past-due/late fee charges if the account has not been assessed past-due/late fees within the preceding six months. Approval of a waiver is at the discretion of the District.
- e) See Fee Schedule (Appendix B) for Past-Due/Late Fee calculations.

6. SERVICE DISCONTINUATION NOTIFICATION

a) 30-DAY NOTICE

1. As a courtesy, the District will make a reasonable, good faith effort to notify account owners who have a delinquent account approximately 30 days after initial bill issuance.
2. The District assumes no responsibility for phone or other contact information that has not been kept up to date by the customer.

b) 60-DAY NOTICE

1. As a courtesy, the District will again make a reasonable, good faith effort to notify the account owner that the account remains past due approximately 60 days after bill issuance.
2. The District assumes no responsibility for phone or other contact information that has not been kept up to date by the customer.

c) SHUT-OFF NOTICE

1. The District will make a reasonable, good faith effort to notify an account owner whose account remains delinquent in the second week of the third month after the initial bill was issued (approximately 70-73 days delinquent).
 - i. The account owner will be advised of the amount past due, the service disconnection (shut-off) date, instructions on how to contact the District to make payment arrangements or appeal the bill, and the availability of the District's Policy on Discontinuation of Residential Service for Non-Payment in writing.
 - ii. This final notice will be provided a minimum of seven (7) days prior to water service disconnection. (SB 998, 116908, §a1A)
 - iii. The District assumes no responsibility for phone or other contact information that has not been kept up to date by the customer.
2. If the account owner's mailing address on file with the District and the address of the property to which water service is provided are different, a notice will be mailed to the account owner's address and to the service address; addressed to "Occupant". (SB 998, 116908, §a1C)
3. If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to post the "Final Notice" in a conspicuous place at the service address subject to discontinuation of water service. (SB 998, 116908, §a2)

d) OTHER SERVICE TYPES

1. For services other than to account owner-occupied detached single-family residences, including commercial, master meter, multi-unit residential structure, or mobile home park, where the off-site owner/manager/employer is the account owner (customer), at least ten (10) days before water service disconnection, the District shall also attempt to notify the occupant(s) of the premises where service is provided of the pending service termination.
2. In a tenant/landlord situation, the District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service disconnection.

- i. The written notice will advise the tenant/occupant that they have the right to become the account owner without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.
- ii. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

7. WATER SERVICE DISCONTINUATION

- a) All delinquent water service payments must be received by the District by midnight on the day specified in the Final Notice. Any customer's account which remains unpaid and without an alternative payment agreement beyond the due date of the final notice will be subject to water service discontinuation (shut-off).
- b) All alternative payment agreement requests or requests for appeal must be received by the District Main Office (828 Seventh St., Eureka, CA, 95501) by 5pm on the day specified in the written disconnection notice.
- c) The District will discontinue (shut-off) water service by turning off and locking off the water meter on the date provided on the 30-Day, 60-Day, and Final Service Discontinuation Notices. The account owner (customer) will be charged a "Reconnection Fee." See Fee Schedule (Appendix B) for Reconnection Fee amount.
- d) District Field Staff are unable to make payment arrangements or accept payments.
- e) Water services shall not be shut-off to a residence if **ALL** of the following conditions are met:
 - 1. Receipt and verification by the District Main Office of "*Certification of Medical Necessity*" provided by the Primary Care Provider stating the "*discontinuance of residential service will be life threatening to or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.*" (SB998 §116910, a1)
 - 2. An account owner (customer) has demonstrated they are financially unable to pay for residential service within the District's normal billing cycle. The account owner (customer) "*shall be deemed financially unable to pay for residential service within the ...normal billing cycle if any member of the customers household is a current recipient of CalWORKS, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the households annual income is less than 200 percent of the federal poverty level.*" (SB998 §116910, a2)

3. The account owner (customer) is willing to enter into an amortization agreement, alternate payment schedule, or a plan for deferred or reduced payment, consistent with the written policies of the District. (SB998 §116910, a3)
 4. It is the account owner's obligation to ensure the timely submission of complete and satisfactory documentation. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full of all delinquent charges.
8. WATER SERVICE RECONNECTION (RESUME SERVICE)
- a) In order to re-establish or resume water service that has been disconnected for non-payment, the account owner (customer) must pay at minimum all past-due bill amounts, all past-due charges/late fees and the reconnection fee attributable to the service discontinuation.
 - b) Payment plans and payment amortization plans are not available to the account owner while the water service is discontinued.
 - c) The District will endeavor to reconnect service as soon as possible between the hours of 8:30am -4:30pm on normal business days. At a minimum, the District will reconnect service before the end of the next regular working day following receipt of payment.
 - d) There may not be District personnel available to complete an after-hours reconnection. If available, service restored after 4:30pm Monday-Friday, weekends, or holidays will be charged an after-hours reconnection fee. The after-hours reconnection fee is in addition to the regular reconnection fee and the past-due charges/late fees for a delinquent account. See Fee Schedule (Appendix B) for Reconnection Fee amount.
 - e) Water meters, curb cocks, and locks are District property, and shall only be operated by qualified District staff.
 1. Retail water service that is reconnected or resumed by any individual other than District staff will be subject to a "Tampering Fee" and a "Lock Replacement Fee". If applicable, these fees will be added to the account owner's (customer's) water utility account and will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.
 2. See Fee Schedule (Appendix B) for Tampering Fees and Lock Replacement Fees.
 3. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the account owner (customer). Any damage to District property (lock, meter, curb cock, etc.) requiring replacement of equipment will be billed to the

account owner's water utility account. Charges to the account owner will include all costs for replacement and installation of the damaged property.

4. Unpaid balances for damage to District property or miscellaneous charges will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.

9. RETURNED PAYMENTS

When a payment of any kind is not honored by a customer's bank (returned payment), the retail water account shall be considered unpaid and subject to possible disconnection. The District will make a reasonable, good faith effort to notify the customer by phone or mail of the returned payment.

- a) If the account is delinquent, water service will be discontinued (shut-off) if the amount of the returned payment and the returned payment charge (if applicable) are not paid on or before the date specified in the Service Discontinuation Notice(s). Only payment in the form of cash or cashier's check will be accepted to pay for the returned payment and returned payment fee (if applicable).
- b) If it is determined that a payment was made in person or online on the disconnection deadline date in order to avoid service interruption and/or a reconnection fee, and that payment is subsequently returned by the bank, a seven (7) day *Final Notice of Discontinuance of Service* will be issued, advising the customer that payment for the returned payment and the returned payment charge (if applicable), must be made by the date specified on the Final Notice to avoid water service discontinuation and the reconnection fee. Payment must be made by cash or cashier's check only.
- c) In the event a customer's check or online payment is returned by the bank unpaid three (3) times within a twelve (12) month timeframe, a letter will be mailed to the customer notifying them that only cash or cashier's check will be accepted as payment for a period of twelve (12) months from the most recent returned payment.
- d) Returned Checks & Payments for Previously Discontinued Water Service
 1. In the event an account owner (customer) tenders a non-negotiable payment to restore retail water service previously disconnected for non-payment and, in good faith, the District restores retail water service to the location; the District will consider the delinquent account unpaid and may promptly discontinue water service without providing additional notice.
 2. Any account owner issuing a non-negotiable payment to restore retail water service discontinued for non-payment will be required to pay cash or cashier's check to

restore any future water service discontinuations for a period of 12 months from the date of the returned payment.

First Reading December 17, 2019

Second Reading January 28, 2020

Revision Adopted January 28, 2020

Section 13.08 RECONNECTION

Failure to receive bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the DISTRICT and any person, firm or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable to an action in the name of the DISTRICT in any court of competent jurisdiction for the amount thereof.

Section 13.09 RECONNECTION CHARGE

A reconnection charge of fifty dollars (\$50.00) will be made and collected prior to renewing service following a discontinuance.

Section 13.10 SUIT

All unpaid bills and penalties herein provided may be collected by suit. In the event of such litigation, or litigation brought to enforce any provision of this ordinance, the prevailing party shall recover reasonable attorney's fees and court costs. All permissive methods for collection and enforcement as authorized by California Government Code Section 61115 and Water Code Sections 36460-37214, 36726 (a).

Section 13.11 PLACEMENT OF UNPAID BILLS AND SERVICES ON TAX ROLL

California Government Code 61115 (b) authorizes the DISTRICT'S Board of Directors (Board) to provide that any charges and penalties may be collected on the tax roll in the same manner as property taxes. California Government Code (c) authorizes the Board to recover any charges and penalties by recording in the office of the county recorder of the county in which the affected parcel is located, a certificate declaring the amount of the charges and penalties due, the name and last known address of the person liable for those charges and penalties. The Humboldt County Auditor has a process that allows delinquent unpaid charges for services to appear on the annual tax roll as per enabling legislation (Water Code Sections 36460-37214, Section 36726 (a)).

Resolution #2016-09

First Reading: November 15, 2016

Second Reading: December 20, 2016

Adoption: December 20, 2016

14. 14. ARTICLE 14. WATER SERVICE PRIORITY FOR HOUSING AFFORDABLE TO LOWER-INCOME HOUSEHOLDS

Section 14.01 AFFORDABLE HOUSING PRIORITY

The DISTRICT shall grant priority – with respect to considering and processing an application for retail water service – for proposed development that include housing units affordable to lower income households.

Section 14.02 DISTRICT SHALL NOT DENY OR CONDITION APPROVAL

The DISTRICT shall not deny or condition the approval of an application for retail water service that includes housing units affordable to lower income households unless the DISTRICT makes a written finding that the denial, condition, or reduction is necessary to one of the following reasons:

- a) the DISTRICT does not have “sufficient water supply” or is operating under a water shortage emergency,
 - b) the DISTRICT does not have sufficient water treatment or distribution capacity to serve the needs of the proposed development,
 - c) the DISTRICT is under a compliance order from the State Department of Health Services that prohibits new water connections, or
 - d) the applicant fails to agree to reasonable terms and conditions relating to the provision of service.
- (Article 15 Pursuant to SB 1087 which amended Government Code Section 65589.7 and Water Code Section 10631.1)*

Adopted: March 27, 2007

Resolution #2007-02

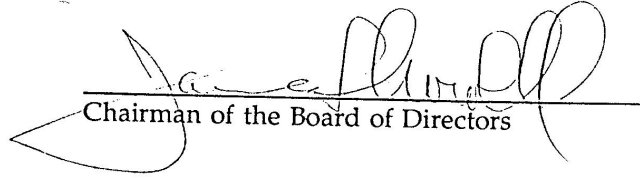
15. ARTICLE 15. TIME OF TAKING EFFECT.

Section 15.01 TIME OF TAKING EFFECT

This Ordinance shall take effect immediately upon adoption.

Section 15.02 CERTIFICATION

CERTIFICATE SHEET


Chairman of the Board of Directors

Attest:



Secretary

I hereby certify that the foregoing Ordinance was passed by the Board of Directors of Fieldbrook Community Services District, Humboldt County, California at a meeting held on the 19th day of November, 1991 by the following vote:

Ayes, and in favor thereof: Directors: Crowell, Hanger, Sheppard, Larsen

Noes, Directors:

Absent, Director: Strobe


Secretary

16. EXHIBIT A. Schedule of Rates and Fees

Section 16.01 Schedule of Rates and Fees

Fieldbrook Glendale CSD Service Rate List 2021

<u>Base Water Rates</u>	
Meter Size	Rate
5/8"	\$50.51
1"	\$60.45
1-1/2"	\$93.66
2"	\$126.93
4"	\$479.78
Water Connection Fee	\$10,981.00
<u>Usage Water Rates</u>	
0-500 (Usage cubic feet cu. ft.)	Included in base rate
Each additional 100 cu. ft.	\$2.76
Fire Service 6"	\$41.91
Fire Service 10"	\$69.85
<u>Sewer Rates</u>	
Monthly Sewer Charges (First 400 cu. ft.) Per Living Unit	\$104.31
Commercial/Industrial (First 400 cu. ft.)	\$104.31
Each additional 100 cu. ft.	\$9.75

Standby Sewer Charge	\$73.02
Sewer Connection Fee (4")	\$13,890.00
<u>Miscellaneous Charges</u>	
Backflow Preventer Annual Testing (\$47.04/yr)	\$3.97
Bad Check Fee	\$35.00
Non-Payment/Lock Out Fee/Temp Lock Off	\$50.00
Water Processing Fee	\$35.00
Sewer Processing Fee	\$35.00
Mather Creek Estates – Special Benefit Zone	\$85.87
Wastewater Standby Fee	\$73.02
Tampering Fee	\$150.00
Lock Replacement Fee	\$10.00
After-Hours Reconnection Fee (Only if available)	\$150.00
Collection Fees Any Fees Charged by Collection Agency	
Past-Due Charges/Late Fees 10% of Past-Due Balance	