BELLA VISTA WATER DISTRICT

POLICY MANUAL

Adopted November 10, 1992

Latest Revision: August 24, 2026

BELLA VISTA WATER DISTRICT

POLICY, REGULATIONS, RULES, AND WATER RATES

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BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS

OF THE

BELLA VISTA WATER DISTRICT,

AS FOLLOWS:

ARTICLE I. GENERAL POLICY

110. PURPOSE. The Board of Directors deems it to be in the best interests of the District, its inhabitants and customers, that all rates and charges for water service and rules and regulations for the operation of the District's water supply system, together with procedures for furnishing water service, be set forth in writing for the guidance of the District and its consumers.

120. APPLICABLE LAWS AND REGULATIONS. The District will furnish water to property within the District pursuant to the provisions of the United States Bureau of Reclamation water contract, dated April 3, 1964, as amended from time to time; the regulations of the State Water Resources Control Board – Division of Drinking Water; applicable Federal, State and County laws and regulations and to the rules and regulations herein contained; and in accordance with amendments hereto and other applicable resolutions.

121. DISTRICT - DUTIES. The District shall be responsible for the operation, maintenance, repair and expansion of a water supply system; for enforcing the provisions of this Resolution; for collecting rates and charges for water service as herein set forth; and for administering and applying this Policy in accordance with the direction of the Board. In performing these duties, the District shall have and exercise all the powers given it by law in connection with its statutory purpose of supplying the inhabitants of the District with water for agricultural, rural, residential, industrial, commercial, and fire protection purposes as prescribed by the Board of Directors.

122. GENERAL MANAGER - DUTIES. The General Manager (Manager) is the executive officer of the District and is responsible for the management of the general affairs of the District. The Manager shall be directly responsible to the Board and operate the District pursuant to the

rules and regulations of this Policy, all amendments thereto, and other policies and directives of the Board.

122.1 The Board will endeavor to evaluate the General Manager at six month intervals and shall provide a written evaluation which shall be delivered and discussed with the Manager at least annually.

123. EMERGENCIES - REPAIR. The Manager shall promptly report any major problems to the Board. If the problem is an emergency, the Manager shall take whatever steps are necessary to maintain service to consumers and to protect persons and property pending action by the Board.

124. EXPERT ADVISORS. In the execution of actions ordered and authorized by the Board, the Manager shall have the assistance of the District's legal counsel, engineering and financial consultants, and other advisors as deemed reasonably necessary to conduct the business of the District.

125. PERSONNEL. The Board may, from time to time, employ additional personnel as it deems necessary to perform the duties of the District and pay such compensation for the services rendered as the Board deems proper.

126. WORDS AND PHRASES. For the purpose of this Policy, all words used herein in the present tense shall include the future tense, all words in the plural number shall include the singular number and all words in the singular number shall include the plural number.

127. ALTERATION OF THIS POLICY. This Policy may be amended, rescinded, deleted or otherwise altered by action of the Board at any regular or special meeting, by adoption of a resolution specifically setting forth the amendment, rescission, or deletion. Thereafter, the General Manager is directed to make any authorized revisions to the original of this Policy and maintain an appropriate updated Policy Manual in the records of the District.

128. CONFLICTING PROVISIONS. If any section, subsection, sentence, clause or phrase of this Policy is, for any reason, deemed to be inconsistent with, or contrary to the constitution or any law of the State of California, or of the United States of America, or with any provision of the Bureau of Reclamation (Bureau) contract, the remaining portions of this Policy shall not be affected thereby.

129. BOOKS, RECORDS, AND REPORTS. Pursuant to Article 30 - Books, Records, and Reports of the Bureau contract with District and California Water District law, the District shall establish and maintain accounts and other books and records pertaining to its financial transactions, land use and crop production, water supply, water use, changes in project works, and as to such other matters as the Bureau and State law may require. The District shall furnish such reports to the Bureau and other responsible State and Federal agencies as required.

130. EQUAL EMPLOYMENT OPPORTUNITY. Pursuant to Title VII of the Civil Rights Act of 1964, the District agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion or national origin. The full text of this agreement starts at Section 38, Page 51, and ends on Page 54 of the Bureau contract.

131. APPEALS. The General Manager is responsible for all day-to-day operations of the District, and as a part of such duty is empowered to implement this Policy in accordance with its terms. Customers or other persons doing business with the District shall submit all questions regarding such business to the General Manager for determination, whose decision shall be final, subject to appeal as provided in this section. Any customer or person may appeal the decision of the General Manager to the Board by filing a written notice of appeal within seven (7) days of notification by the General Manager of the decision for which appeal is sought (excepting billing disputes which are governed by Section 421 of this Policy). A Notice of Appeal form shall be provided for that purpose by the District. Thereafter, the appeal hearing shall be set at the next regular Board meeting date. A party's failure to file a notice within the seven day period provided shall render the General Manager's decision final. After an appeal, the decision of the Board shall be final, subject to legal right to review by a court of law, if applicable. Staff shall prepare a memo

for inclusion in Board information packets explaining the facts, the issues, and why the customer's request was denied.

132. NOTICE TO CUSTOMERS. Notices from the District to a customer shall normally be given in writing, and either delivered or mailed to the customer at the customer's last known address. Where conditions warrant, and in emergencies, the District may resort to notification by telephone or messenger.

133. NOTICE FROM CUSTOMERS. Notices from a customer to the District may be given by the customer or the customer's authorized representative in writing: delivered to the District office at 11368 E. Stillwater Way, Redding, CA 96003.

134. PENALTY FOR VIOLATION. The penalty for the failure of the customer to comply with all or any part of this Policy and amendments thereto, and any other applicable policy including policies fixing rates and charges of this District, shall be as specifically provided in this Policy or such other resolution, or as provided by law. In the case of violations for which a penalty has not been specified, the customer's service shall be disconnected, and water shall not be supplied to such customer until the customer has complied with the rules or regulations, rates or charges, which have been violated. In addition, the customer shall pay the District reconnection charges as provided in this Policy.

135. TAMPERING WITH DISTRICT PROPERTY. No one, except an employee or District representative shall, at any time, in any manner, operate valves, curb stops, or interfere with meters or their connections, pumps, regulators or other fittings or facilities of the District. This shall include the making of taps and/or connections to District facilities.

Any person who, with intent to obtain for himself or herself, obtains water services from Bella Vista Water District without paying the full lawful charge therefor, or with intent to enable another person to do so, or with intent to deprive Bella Vista Water District of any part of the full lawful charges for water services it provides, commits, authorizes, or solicits any of the following shall be liable to Bella Vista Water District for the penalties set forth in Appendix A:

a. Diverts or causes water to be diverted by any means whatsoever.

b. Prevents any water meter, or other device used in determining the charge for water services, from accurately performing its measuring function by tampering or by any other means, or bypasses any water meter to cause no measurement or inaccurate measurement of water actually delivered.

c. Tampers with any property owned by or used by Bella Vista Water District to provide water services.

d. Makes or causes to be made any connection with or reconnection to water service facilities owned or used by Bella Vista Water District to provide water services, and without the authorization or consent of the District.

e. Uses or receives the direct benefit of all or a portion of water services with knowledge or reason to believe that the diversion, tampering, or unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the District.

f. Uses any instrument, apparatus, or device to obtain District water supplies which device(s) is/are primarily designed to be used to obtain water service without paying the full lawful charge therefor.

g. Cuts or removes a seal on any meter or other water measuring device.

136. RESPONSIBILITY FOR EQUIPMENT ON CUSTOMER'S PREMISES. All facilities, including, but not limited to water meters, installed by the District on private or public property for the purpose of providing water service shall remain the property of the District. Excepted from the above are backflow prevention devices on meter service lines which remain the property of the customer. As a condition to providing water service, private property owners consent to such installations and consent to grant District personnel reasonable access at all times for the purposes

of maintenance or repair, as necessary. Private property owners shall use due care not to damage any District owned facility. Damage caused by customer's failure to use due care shall be the responsibility of the customer. Customers shall not permit placement of any object or structure in a manner which will interfere with access to the facility as necessary, including unrestricted access to fire hydrants, meter boxes, and backflow prevention devices.

137. DAMAGE TO WATER SERVICE FACILITIES. The customer shall be liable for any damage to District owned facilities (e.g., meter box, service line, angle meter stop, meter, service valves, etc.) when such damage is caused by actions originating on or near the premises by an act of the customer or his/her tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks 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.

138. GROUND WIRE ATTACHMENTS. Customers shall be liable for any damage to District property caused by the attachment of an electrical ground wire to the customer's plumbing or piping.

139. UNAUTHORIZED USE OF HYDRANTS. Tampering with any fire hydrant for the unauthorized use of water there from, or any other reason, is a misdemeanor as provided by California Penal Code Sections 148.4 and 498. Such actions are punishable by imprisonment in the County Jail, or a fine, or both. The District will prosecute any such actions to the fullest extent of the law.

140. DISTRICT NOT LIABLE FOR WATER SHORTAGES. There may occur, at times, a shortage during any year, in the quantity of water available to the District pursuant to Article 12 of the Bureau contract. If a shortage occurs and the Bureau does not supply the water to the District, in no event shall any liability accrue against the District or any of its officers, agents, or employees, for any damage, direct or indirect, arising from a shortage on account of errors in operation, droughts, or other causes.

141. RESPONSIBILITY FOR EQUIPMENT. Customers shall, at their own risk and expense, furnish, install and keep in good and safe condition, all service equipment and facilities that may be required on their premises for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation or use of such equipment and facilities, or the negligence or wrongful act of customers or of any of their tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment and facilities. For example, the District shall not be responsible for damage to property caused by faucets, valves, and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

142. FREE WATER PROHIBITED. The District shall not give free water to any person, group, or organization. The District shall not trade water for labor or other services.

143. WASTEFUL USE OF WATER. No customer shall permit leaks or otherwise waste water, whether intentionally or negligently. In the event that water is wastefully or negligently used on a customer's premises, the District shall have the right to discontinue service to the premises and shall have the right to enter upon the premises for the purpose of disconnecting the service.

144. RESALE OF WATER. No customer shall transport, supply, resell or otherwise transfer water purchased from the District to any other person or property unless authorized by law and authorized by the District's Board of Directors. Notwithstanding this restriction, owners of a mobile home park, apartment building, or other multiple-unit complex shall have the right to supply water to their tenants and to charge them for such water, provided that the water is not supplied to property other than the owner's property and provided that the charge for water does not exceed the actual expense to the owner of the multi-tenant property. No additional living units shall be connected to any service without prior application to the District in accordance with this Policy. Anyone found in violation of this policy shall be liable to Bella Vista Water District for the penalties set forth in Appendix A.

145. DOCUMENTS, PHOTOCOPIES, ETC. The District will provide copies of non-restricted material upon request at a cost as shown in Appendix A. Normally such copies will be provided no later than 72 hours after requested.

146. PUBLIC USE OF BOARD ROOM. It is the policy of this District to make the Board Room at the District office available for use by the public at no cost to the District. The room may be used by government agencies, non-profit corporations, volunteer groups, and neighborhood groups that have a relationship to water distribution and use, or for the general public good.

Whenever the public uses the facility, a District employee shall be on the site to secure the building and assist the public.

Meetings during working hours may be held at no charge. Meetings outside of working hours will require that the District be reimbursed at the hourly rate shown in Appendix A with a two-hour minimum charge to compensate the District for its out-of-pocket personnel expenses.

ARTICLE II. DEFINITIONS

200. AGRICULTURAL WATER. Water delivered to Agricultural Customers to irrigate land primarily for the production of commercial agricultural crops or livestock and domestic uses that are incidental thereto.

201. AIR-GAP SEPARATION. A physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, in no case less than one inch.

202. APPLICANT. Any person, as defined herein, applying for water service.

203. APPROVED BACKFLOW PREVENTION ASSEMBLY. An assembly which has passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the State Water Resources Control Board - Division of Drinking Water. The District's construction standards include a list of devices approved for use on District services.

204. APPROVED WATER SUPPLY. Any water supply whose potability is approved by a state or local health agency.

205. AUXILIARY SUPPLY. Any water supply on or available to the premises other than the approved water supply.

206. AWWA STANDARD. An official standard developed and approved by the American Water Works Association (AWWA).

207. BACKFLOW. A flow condition, caused by a differential in pressure that causes the flow of water or other substances into the distributing pipes of the District's water supply from any source other than an approved water supply source. Back-siphonage is one cause of backflow. Back pressure is the other cause.

208. BOARD. The Board of Directors of the Bella Vista Water District.

209. BUREAU. The United States Bureau of Reclamation.

210. BUREAU CONTRACT. The contract number 14-06-200-851a entered into between the Bella Vista Water District and the United States Bureau of Reclamation on April 3, 1964 and as amended and as renewed from time to time.

210.5 CAPITAL IMPROVEMENT FEE. Portion of installation charges used primarily for building system improvements.

211. Not Used

212. COMMERCIAL SERVICE. Water service to business customers engaged in trade, manufacturing and all other business and processing activities, including lodges, motels, hotels, trailer parks, home businesses, etc., and other social or political organizations. Commercial service shall also include small businesses with living quarters attached thereto or served by the same meter.

212.5 CONNECTION FEE. That portion of the installation charges consisting of meter costs, service installation fee, and if applicable, a road crossing charge.

212.10 CONTAMINANT. Any physical, chemical, biological or radiological substance or matter in water.

213. CONTAMINATION. A degradation of the quality of the potable water by any foreign substance which creates a hazard to public health, or which may impair the usefulness or quality of the water.

214. COST. The total cost of labor, material, transportation, equipment rental, supervision, engineering, legal, and all other necessary overhead expenses.

215. Not Used

216. CROSS CONNECTION. Any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be cross-connections.

217. CUSTOMER OR CONSUMER. A water user of record.

218. DATE OF PRESENTATION. The date upon which a bill or notice is mailed or delivered personally to the customer.

219. DEVELOPER. Any individual, firm, company, partnership, association, corporation, or institution who divides land into two or more parcels.

220. DISTRIBUTION MAINS. Installations starting from the turnouts provided in the "Main Conveyance" system extending to individual services throughout the District in the form of main or lateral extensions, to provide the customers with water service.

221. DISTRICT. Bella Vista Water District, the territory of the Bella Vista Water District, its directors, officers, employees, and facilities.

222. DIVERT. To change the intended course or path of water without the authorization or consent of Bella Vista Water District.

223. PUBLIC HEALTH AND SAFETY WATER USE for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, and sanitation.

224. DOUBLE CHECK VALVE ASSEMBLY. An assembly of two internally loaded, independently acting check valves, including shut-off valves on each end of the assembly and test cocks for testing the water tightness of each check valve.

224.1 DRIP IRRIGATION SYSTEM. An irrigation system comprised of valves, filtration, pressure regulation, pipes, tubing, and emitters that allows water to be precisely placed at a low pressure and flow rate and allowed to drip slowly either onto the soil surface, or buried and applied directly into the soil subsurface.

225. ENR. Engineering News Record magazine.

226. GENERAL MANAGER OR MANAGER. The person employed by the District as its executive officer.

226.5 GROSS ACREAGE. Parcel size as shown on annual tax statement.

227. HEALTH AGENCY. The California State Water Resources Control Board – Division of Drinking Water – SWRCB-DDW or DDW (formerly the California Department of Health Services).

227.1 INSTALLATION CHARGES. Includes the Capital Improvement Fee for system improvements, meter charge, service installation fee, and if applicable, a road crossing charge.

227.2 LAND DIVISION. Any adjusting or amending of a property or properties resulting in a change of tax liability, acreage size, or configuration such as a subdivision, property line adjustment, or parcel split.

227.3 LANDSCAPE IRRIGATION. Water service utilized for landscape irrigation and maintenance of landscaped areas including: (1) parks, greenbelts, and playgrounds; (2) school yards; (3) athletic fields; (4) golf courses; (5) cemeteries; and (6) freeway, highway, and street rights-of-way and medians.

228. LOCAL HEALTH AGENCY. The Shasta County Division of Environmental Health.

229. MAIN CONVEYANCE OR TRANSMISSION MAINS. The major pipeline and the laterals connected thereto, forming the basic system as provided for in the Bureau of Reclamation Contract.

229.5 MICRO-IRRIGATION SYSTEM. A permanently installed irrigation system comprised of valves, pressure regulation, pipes, tubing, and micro sprinklers that allows water to be precisely placed at a low pressure and flow rate. Similar to drip irrigation, but "micro sprinklers" are used to spray water over a small area with higher flow rates than drip emitters.

230. MUNICIPAL AND INDUSTRIAL (M&I) WATER. Central Valley Project water supply, other than "Irrigation" or Agricultural Water and water produced from the District's wells. M&I Water shall include water used for domestic, industrial, commercial, and irrigation purposes including for public health and safety and watering of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment.

230.1 MULTI-FAMILY RESIDENCE. Properties, such as care facilities, duplexes, town homes, condominiums, apartments, mobile home/trailer parks and others that are constructed for use by multiple family groups.

230.2 Non-essential water use: water uses that are not essential, nor required for the protection of public and safety, including:

- irrigation of landscape areas;
- use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- use of water to wash down buildings or structures for purposes other than immediate fire protection;
- flushing gutters or permitting water to run or accumulate in any gutter or street;
- use of water to fill, refill, or add to any indoor or outdoor swimming pools or hot tub or spa type pools;

- use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- use of water from hydrants for construction purposes or any other purposes other than firefighting.

231. OFFICE. The office of the Bella Vista Water District located at 11368 East Stillwater Way, Redding, California.

232. PERSON. Any individual, firm, company, partnership, association, corporation, Federal, State and County governments, public utility, municipality or institution.

233. POTENTIAL CROSS CONNECTION. Capable or having the potential of being or becoming a cross connection.

234. PREMISES. A lot, parcel or acreage under single ownership, except that any separate structure shall be deemed a separate premises. Apartment houses, motels, office buildings and structures of like nature, may be classified as a single premise by the District.

235. PRIVATE FIRE PROTECTION SYSTEMS. Water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection, excepting there from, meter connections for regular service and the appurtenant facilities thereto.

236. PUBLIC FIRE PROTECTION SERVICES. The services and facilities of the District, including the storage, transmission and distribution systems and the water there from to serve fire hydrants and firefighting equipment.

236.5 PUBLIC/INSTITUTIONAL SERVICE. Any water using establishment dedicated to public services. This includes schools, golf courses, churches, hospitals, and government facilities.

237. PUBLIC WATER SYSTEM. The District's water system.

238. RECLAIMED WATER. A wastewater which, as a result of treatment, is suitable only for other than potable use.

239. RECONNECTION. Means the reconnection of water service by a customer, other person, or by the District after service has been disconnected.

240. REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY. An assembly incorporating two internally loaded, independently operating check valves and an automatically operating differential relief valve located between the two checks, including shut-off valves on each end of the assembly, and equipped with necessary test cocks for testing the assembly.

241. RESIDENTIAL SERVICE. Water service to a single parcel of land to serve a single family detached dwelling.

242. RURAL SERVICE. Water service available to developed residential parcels of land which do not meet agricultural, public/institutional, or commercial service requirements, are two (2) acres or more in size, and have a class 50 or larger meter.

242.5 SCHOOL. Any building used for educational purposes accredited by the Western Association of Schools and Colleges including K through 12, junior colleges, and universities. This definition shall not include buildings used for day-care purposes.

243. SERVICE. The pipeline and appurtenant facilities, such as curb stops, service lines, meter yokes, meter boxes, meter gate valve and fittings, all used to extend water service from a distribution main to the premises. Where services are divided at curbs or property lines to serve several customers, each branch service shall be deemed a separate service.

244. SERVICE CONNECTION. The point of connection of a user's piping to the water supplier's facilities.

244.1 SERVICE LINE. The water line from the water main to the water meter.

244.2 SERVICE RECONNECTION CHARGE. Fees levied in cases where the District has previously turned off service for delinquent payment.

245. SINGLE DETECTOR CHECK ASSEMBLY. An assembly of an internally loaded check valve together with bypass and a water meter which records low flows.

245.1 STATE WATER RESOURCES CONTROL BOARD. The agency designated by the Legislature of the State of California to regulate and manage surface water diversions and water rights within the state. The State Water Resources Control Board may have the authority to reduce or suspend water diversion rights under certain conditions.

245.2 STATE WATER RESOURCES CONTROL BOARD – DIVISION OF DRINKING WATER (DDW) The Division of Drinking Water regulates public drinking water systems.

245.3 SUBDIVISION. Any division of land, including, but not limited to, lot split, lot-line adjustment or parcel map recordation, which results in any parcel served by the District being divided into two or more parcels as a result of such subdivision.

246. TAMPER. To rearrange, injure, alter, interfere with, or otherwise prevent a device from performing its normal or customary function.

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

248. WATER SERVICE. The provision of water by the Bella Vista Water District for compensation.

249. WATER SUPPLIER. The District.

249.1 WATER SYSTEM. A system of engineered hydraulic components which provide water supply. Hydraulic components may include: pumping stations, water treatment facilities, groundwater wells, water storage tanks, pipelines, water service lines, and water meters.

249.2 WATER TURN-OFF AND TURN-ON CHARGE. Fees levied in cases where the customer requests to have their service turned off and on for their convenience. This fee does not apply to new customers or "move-outs."

250. WATER USER. Person(s) using water for residential, multi-family residential, rural, commercial, public/institutional, landscape irrigation or agricultural purposes.

251. WATERLINE EXTENSION. Water main(s) installed for the benefit of existing parcels of land without previous water service.

ARTICLE III. BOARD OF DIRECTORS

354. MEETINGS. The Board of Directors shall hold regular meetings on the fourth Monday of each month at 5:30 p.m. at the District office. Provided that in the event any regular meeting falls on a holiday, as defined in Sections 6700, 6701 and 54954 of the Government Code, such regular meeting shall be held on the next business day unless otherwise rescheduled.

Special Meetings may be called or held as provided in Section 34803 of the Water Code and Section 45956 of the Government Code and notice thereof shall be given as set forth in Section 34804 of the Water Code and Section 54956 of the Government Code.

Any regular or special meeting may be adjourned from time to time as provided in Section 54955 of the Government Code.

Individual meetings may be held at such other place in or near the District provided that notice of said meeting is posted at the District office at least 72 hours in advance.

Board meetings are not to continue past 9:00 p.m. unless there is pressing business at which time a majority vote will be required to extend the meeting.

356. OFFICERS. The officers of the District shall include the directors, secretary and treasurer. An officer need not be a resident or elector of the District; provided, however, that directors shall be holders of title to land within the District. Officers take office as soon as they qualify except that officers elected or appointed pursuant to the Uniform District Election Law shall take office at noon on the first Friday in December next following the general district election.

357. PRESIDENT, VICE-PRESIDENT. The Board of Directors shall choose from among its members a president, who shall preside at all meetings of the Board and shall perform all other duties incumbent on such office, and all duties required of the president by law or order of the Board of Directors. In the president's absence or inability to act, the president's duties shall devolve upon the vice-president, who shall be selected from their own number by the Board of Directors.

The terms of office of the president and vice-president shall be one (1) year beginning at the first regular meeting in December of each year.

358. SECRETARY. The Board of Directors shall appoint a Secretary of the District to hold office at the pleasure of the Board. The office of the Secretary shall be combined with the General Manager. The Secretary shall keep a record of all the proceedings at meetings of the Board and shall have charge of all documents pertaining to the District's affairs. The Secretary shall perform all duties usually pertaining to such office and those required by law or by order of the Board.

359. POWERS OF THE BOARD. The Board of Directors shall have all powers conferred by law.

The Board of Directors may, by resolution, adopt rules and regulations not inconsistent herewith for the operation of the District and for the sale and distribution of water, and fix the rates to be charged for water.

360. COMPENSATION OF OFFICERS. Officers shall be compensated as follows: Each director shall receive compensation in the amount shown on Schedule A for each day's attendance at meetings of the Board or for each day's service rendered as a director by request of the Board, not exceeding a total of ten (10) days in any calendar month, together with any expenses incurred in the performance of his or her duties required or authorized by the Board; provided, however, that no mileage expenses shall be paid for traveling to or from Board meetings.

361. VACANCIES. If any office of the District shall become vacant by forfeiture, death, resignation or from any other cause, the same shall be filled by appointment by a majority of the Board of Directors, in accordance with the provisions and requirements of California Government Code Section 1780.

362. ELECTIONS. Elections shall be called by the Board of Directors every two years, and as provided in the California Elections Code. Elections shall be conducted pursuant to the provisions of the California Uniform District Election Law, Elections Code Sections 23500, and following.

Votes cast shall be based on the acreage of land of each owner of land within the District, as provided by law.

The Secretary of the District shall provide a report to the Board regarding the make-up of the District with respect to non-agricultural land use versus agricultural and rural use as provided by law. At such time as at least 50% of the assessable area of the District is devoted to and developed for residential, industrial or nonagricultural commercial use, the District may adopt resident voter procedures, i.e., one vote per person.

364. WATER CODE. As to all matters concerning the affairs and business of the District not herein specifically set forth or provided pertinent provisions of the Water Code of the State of California and other applicable laws of the State shall govern.

365. ATTENDANCE. Each director shall make all reasonable efforts to attend each regular or special meeting held or called by the Board. In the event that a director fails to attend three (3) consecutive regular meetings, such director's office may be declared forfeited and a successor appointed pursuant to Section 34707.5 of the Water Code and Section 1780 of the Government Code.

ARTICLE IV. WATER SERVICE, GENERAL

400. APPLICATION FOR WATER SERVICE. Applications for water service shall be made upon a form provided by the District. Such application will signify the customer's intent and willingness to comply with this and other rules and regulations relating to water service and to make payment for the water service required.

401. PAYMENT FOR PREVIOUS SERVICE. An application for new water service will not be acted upon by the District unless payment in full has been made for water service previously rendered to the applicant.

402. SECURITY DEPOSITS FOR WATER SERVICES. The District reserves the right to require a security deposit from new customers requesting water service.

403. INSTALLATION OF SERVICES. "District" shall install or authorize the installation of all meters pursuant to the rules and regulations established herein. The location of the meter shall not restrict District access to the meter at any time. Where practical, water services will be installed at the location desired by the applicant, after the necessary connection fees and installation charges have been paid by the applicant. Meters shall be placed upon the parcel they serve or within a recorded easement immediately adjacent to the parcel they serve. Exceptions to this provision must be made in written request form to the District and approved by the District's Board of Directors. Services installed in new subdivisions must be accepted by the applicant in the installed location.

Services and meters may be sealed by the District at the time of installation and no seal shall be altered or broken except by one of the District's authorized representatives.

403 (a) REQUIREMENTS FOR THE PURCHASE OF A NEW WATER SERVICE. The sale of a new water service connection (i.e., a water meter, service line and the capital improvement fee) for non-agricultural purposes shall be contingent upon the property owner providing satisfactory proof of the existence of an existing dwelling unit, commercial or industrial building on the

property or proof of the issuance of a building permit for the property at the time of purchase. The sale of a water service connection for agricultural purposes shall be contingent upon the property owner meeting all of the District's requirements for the receipt of irrigation water (i.e., an approved agricultural water service application) at the time of purchase.

403 (b) WATER SERVICE AVAILABILITY REQUESTS. Prior to the installation of a new service the property owner shall complete a Water Service Availability Request in order for the District to research what will be required in order to provide water service to the property and the costs for the installation of the service and meter. The District will inform the requestor by letter once the research is completed. The price given for the water service installation shall be good for 60 days from the date of the letter unless an increase in the District's fees occurs within the 60 day period, in which case the price shall expire not more than 30 days after the date of the increase. When a water service availability request is submitted prior to an increase in Capital Improvement Fees and the results of the research are not provided to the requestor until after the fees have increased the pre-increase prices will be honored for 30 days from the date of the letter, provided that the requirements for purchase of a water meter (section 403 (a) were met prior to the date of the increase..

403 (c) FEES: CHANGES IN AMOUNT. Connection fees may be changed at any time. An applicant shall pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid. "Service commences" when a request for service has been made and water can be first delivered to the applicant's property through District owned facilities and the bimonthly water services can be assessed. Service does not "commence" for the purpose of this section when construction water is provided through a temporary meter prior to the acceptance by the District of the water system serving the applicant's property.

404. METERING OF SERVICES. All water services within the District shall be metered with ownership of the meters retained by the District.

405. NEW SERVICE CONNECTIONS REQUIRING ADDITIONAL REAL PROPERTY ACCESS. When new service connections are requested from the District and it is determined by

District staff that access rights to real property owned by the customer requesting service or another party will be required in order for the District to properly maintain the new water service facilities, the necessary rights-of-way shall be obtained. Access shall be in the form of an easement deed from the fee title owner of the property, or such other evidence as is satisfactory to the District.

A. If the distribution line to which the service connects is existing, the District will acquire the necessary rights-of-way for the distribution line either through voluntary grant, purchase, or eminent domain, as necessary. The District may allow the new service to be connected prior to obtaining the required rights of way.

B. If the distribution line to which the service will connect is to be constructed, the developer or person constructing the distribution line shall be responsible for providing the necessary access. No permanent water service shall be provided to a customer until such time as the foregoing requirements are met.

406. LONG SERVICES. The installation of a service line up to sixty (60) feet in length is included in the cost of a standard service installation. When the installation of a service line of more than sixty (60) feet in length is required additional fees will be applicable (as listed in Appendix A).

407. ROAD CROSSINGS. If it is necessary to cross any portion of a paved road during installation of a complete service a road crossing or pavement replacement charge will be applicable.

408. Not Used.

409. ISOLATION VALVE ON THE CUSTOMER'S PROPERTY. The District will provide a valve on the customer's side of the service installation, as close as is practicable to the meter location, to shut off the flow of water to the customer’s premises. The customer shall use this valve and not the District's curb stop to turn the water off and on as required.

410. PRESSURE CONDITIONS. All customers receiving water service shall accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and shall hold the District harmless for any damages arising out of low pressure and/or high pressure conditions or interruptions in service. The District will endeavor to identify unusual pressure conditions at the time an application is received, but shall not be responsible for its failure to do so.

411. INTERRUPTIONS IN SERVICE. The District shall not be liable for damages which results from an interruption in service for any cause. Temporary shutdowns may be made by the District to make improvements and repairs to the District's facilities. Whenever possible and as time permits, the District will endeavor to notify all customers affected prior to making such shutdowns.

412. TEMPORARY SERVICE. All facilities utilized for temporary service to the customer connection shall be made by the District and shall be operated according to District requirements.

413. TEMPORARY SERVICE DEPOSIT. All applicants shall deposit in advance, a sum sufficient to cover all installation and disconnection costs. Refund of any excess deposit shall be made by the District after the service is terminated and the system restored to its former condition. Applicant's shall pay all costs of installation and removal of any temporary service in accordance with Appendix A, Rates and Charges.

414. DURATION OF TEMPORARY SERVICE. Temporary service connections shall be disconnected and terminated not later than six (6) months after installation unless an extension of time is granted in writing by the District.

415. CONSTRUCTION WATER SERVICE THROUGH PUBLIC FIRE HYDRANTS. Temporary service may be provided through a public fire hydrant if the District determines that the requested use satisfies the criteria set forth in this section and that the location of the service desired and the duration of use make the installation of a standard or temporary construction service impractical.

No person shall operate or draw water from a public fire hydrant without a duly authorized revocable permit issued by the District. No permit shall be issued, and no services provided through a public fire hydrant shall be used, in any of the following circumstances:

- To supply water outside of the District service area.
- To supply water for domestic consumption or to supplement a domestic water supply.
- For any use other than the use(s) specified in the permit.
- For any period that extends beyond completion of the project for which the permit was issued or that extends beyond one year from the date of issuance of the permit, whichever occurs earlier.
- For any use that is not temporary.
- Where the location of the jobsite and the duration of use is suitable for installation of a standard or temporary construction service as determined by the District (e.g., commercial or industrial process uses at a fixed site).
- Any use where the hydrant meter will flow continuously or where access to the hydrant for fire flow protection is impeded.

A construction water permit shall first be obtained from the District. Application for construction water shall be made on a form provided by the District and the applicant will be required to pay a security deposit in accordance with Appendix A. The charge for water service through a public fire hydrant will be as set forth in the District's Schedule of Rates and Charges except that when service is in effect for less than one month, the customer will be charged the applicable service charge for one full month in addition to the charge for water consumed. A meter rental fee and water usage will be billed monthly.

Hydrant permits expire twelve months from the date of issuance and permittees are required to promptly return hydrant meters to the District upon expiration, provided however, that extended permits may be issued to public agencies for public purposes. Application for permit renewal may be made to the District if there is a continuing temporary need for the hydrant meter. All hydrant meter permits issued by the District are subject to the conditions in effect at the time of issuance or thereafter adopted as an amendment to the water service regulations. Hydrant meter

permits are revocable and permits may be revoked immediately, without notice, due to nonpayment, tampering with the meter or backflow protection, or where the use violates any provision of this Section, or where access to the hydrant for routine or emergency fire protection purposes is impeded. Hydrant meter uses may also be suspended by the District during periods of water shortage. No hydrant meter permit, irrespective of its duration, shall be construed to constitute an irrevocable license to use or draw water through the hydrant meter or to connect to the BVWD water system.

The District will provide the applicant with a hydrant meter. Only District issued hydrant meters will be used on public fire hydrants. The applicant will be responsible for any damage to District equipment or to other District customer facilities resulting from the improper operation of a public fire hydrant. If the meter is lost, the security deposit will not be refunded.

The District may take whatever action is necessary and appropriate to recover a hydrant meter which is used in a manner that does not comport with these regulations.

In cases where the amount of water to be used is minimal or the District is unable to provide a meter, the General Manager may waive the meter and security deposit and use a load count to determine usage.

415.1 TEMPORARY CONSTRUCTION SERVICE THROUGH STANDARD SERVICE CONNECTION. The District may grant a temporary construction service on an existing service connection where it is expected that the service will be in use for a short period to serve a temporary operation (not to exceed 90 days). In such cases, the applicant will be required to pay a security deposit equal to the current "meter set" charge for the class of temporary meter being installed. Billing at the current bimonthly base rate for a standard service shall apply. All water usage shall be billed at the current "Construction Water" rate.

416. SERVICE BEYOND DISTRICT BOUNDARIES. The determination of whether to serve water outside the exterior boundaries of the District shall be made by the Board. Such outside

water service, the rates, installation and facilities installed there for, shall be of a temporary nature only.

417. APPROVALS REQUIRED. If service outside District boundaries is permitted, approval from the Bureau must be secured pursuant to the water contract. Bureau approval is also required in order to annex territory to the District. Approval from the Local Agency Formation Commission will also be required in most cases.

418. OUTSIDE WATER RATES. Water rates for water delivered outside the District shall be one hundred fifty percent (150%) of the standard District residential rates.

419. BILLING FOR EACH METER. Separate bills will be provided for each service connection or meter installation except where the District has allowed the installation of two (2) or more meters to serve large quantities of agricultural or rural water on the same premises or on contiguous lands under one ownership. Where such installations are approved, the meter readings may be combined for billing purposes.

420. METER READING. Meters will be read as nearly as possible, on the same day bi-monthly. Billing periods containing fewer than fifty-eight (58) days and more than sixty-four (64) days, will be prorated. The regular billing period will be bimonthly.

421. PAYMENT OF BILLS. Bills are due and payable on the date of presentation and become delinquent twenty-two (22) days thereafter. Payment may be received at the District office by mail, electronically (I-Web), or in person. Each bill for water service shall contain the following statement which sets forth the process for bill disputes and delinquency bill disconnections:

> PAYMENTS All bills, if unpaid twenty-two (22) days after date of mailing, shall be deemed delinquent and service may be discontinued. The entire delinquent bill, plus a delinquent penalty charge, reconnection charge, security deposit and any additional charges, shall be paid in full before service will be re-established.

DISPUTED BILL PROCEDURE. If you believe that your bill is incorrect, within five (5) days of receiving a disputed bill, please contact a Customer Service Representative during regular office hours, either in person, at 11368 E. Stillwater Way, or by telephone (241-1085) for an explanation. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Thursday; 8:00 a.m. – 4:00 p.m. on Friday, except holidays.

If, after such explanation, you still believe this bill is wrong, within ten (10) days of such explanation, you may request a hearing with the Finance and Administration Manager of the District. Any customer whose request for a hearing by the Finance and Administration Manager has resulted in an adverse determination may appeal to the General Manager within thirty (30) days after the Finance and Administration Manager's determination.

All requests for an extension of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be made prior to disconnection directly to a Customer Service Representative during regular office hours, either in person or by telephone (241-1085).

422. LATE PAYMENT CHARGES. Any customer requesting extended payment for water billing charges and other charges related to water service which are not paid on or before twenty-two (22) day following the date of mailing shall be subject to 1-1/2% per month periodic finance charges on the past due balances.

423. OPENING AND CLOSING BILLS. Opening and closing bills for less than the normal billing period shall be prorated according to the fraction of the time of service. Closing bills may be estimated by the District for the final period as an accommodation to permit the customer to pay the closing bill at the time service is discontinued.

424. Not used.

425. NOTICE OF DELINQUENCY AND TERMINATION OF SERVICE. Current charges must be received within twenty-two (22) days after date of mailing. If payment is not received by due date of the bill, a Second Notice will be issued and penalty fees shall be applied to the account.

The Second Notice payment must be received with fifteen (15) days after the date of mailing. If payment is not received by the due date, a Disconnect Notice will be issued and additional penalties will be applied to the account.

Payment of the Disconnect Notice must be received within seven (7) days after the date of mailing. No further notices will be given. If payment is not received by the end of business hours on the due date set forth in the Disconnect Notice, service shall be scheduled for disconnection. If service is disconnected, the entire delinquent bill, penalty charges, finance charges, reconnection charges and a $200 security deposit, shall be paid in full before service will be re-established.

Every Disconnect Notice shall include all of the following information:

(1) The name and address of the customer whose account is delinquent.
(2) The amount of the delinquency.
(3) The date by which payment or arrangements for payment is required in order to avoid termination.
(4) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges.

No termination of service may be affected without compliance with this section. Any service terminated without the notice required by this Policy shall be restored without charge.

426. Not used.

427. DISPUTE OF WATER SERVICE BILLING. Whenever a customer has filed a complaint or requested an investigation into his or her water bill within five days of receiving the disputed bill, water service will not be terminated for nonpayment while such complaint or investigation is pending.

The customer will be contacted by the District by telephone, in person, or via first class mail with an explanation of the disputed charges within a twenty-day period after receiving the complaint or request for investigation.

If the District identifies a billing error through a routine meter audit or other review, the District will promptly notify the customer in writing of the nature of the error and any corrective action to be taken. The District will correct the billing error and make any necessary adjustments to prior charges for a period not to exceed six billing cycles or twelve months, whichever is applicable.

429. INABILITY TO PAY WATER BILLS. Any customer who has notified the Customer Service Department prior to termination for nonpayment that he or she is unable to pay a bill within the normal payment period will be allowed to amortize the unpaid amount over a reasonable period of time, not to exceed 6 months. The customer will be required to pay the amortized amount plus the current water service charges. Failure to pay the amortized amount plus the current charges each billing period will nullify the amortization agreement, and the customer will immediately thereafter be required to pay the entire outstanding balance.

430. MEDICAL CERTIFICATION OF LIFE-THREATENING SITUATION. Residential water services for homeowners will not be terminated for nonpayment of any bill if the customer asserts that payment of such bill within the normal period of time is beyond his or her means, and the customer has provided a signed statement from a licensed physician or surgeon to the District prior to termination that such action would result in a life-threatening situation to the customer. Such charges shall, however, continue to accrue for actual usage and the District shall only provide water service under these conditions for a period of 12 months. After that date, water service will be terminated according to this Policy. Any and all unpaid charges shall become a lien against the real property served by the District, as provided in the Water Code.

431. RECONNECTION. Water service disconnected for nonpayment will be reconnected upon payment of the entire amount due, which shall include all delinquent charges, service reconnection charges, security deposit, and other penalties. Water service will not be restored to a customer until all conditions for service have been satisfied.

All new customers applying for water services at a location where water service has been disconnected as a result of nonpayment of a prior account must provide the Customer Service Department with proper identification and a signed rental agreement from the property owner or landlord. New customers will be required to sign a water application/subscribers agreement.

In the event service is discontinued for non-compliance with regulations other than delinquency or nonpayment of water bills, there will be a service reconnection charge in accordance with Appendix A which must be paid prior to reinstating service.

432. NON-ALLOWABLE WATER SERVICE TERMINATION. The District has set forth the following restrictions on termination of a customer's water service for nonpayment of billing charges. No customer's service shall be terminated:

1. On Saturday, Sunday, legal holidays, or at any time during which the business office of the District is not open to the public.
2. For nonpayment of a delinquent account unless the District first gives notices of the delinquency and impending termination under a Notice of Disconnection.
3. During the pending investigation by the District for a customer who has initiated a complaint or requested an investigation within five days of receiving a contested bill.
4. When a customer has been granted an extension of the period for payment of bill.
5. On the certification of a licensed physician that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the District, not to exceed 12 months.

433. CLOSED DELINQUENT ACCOUNTS. A closing statement is deemed delinquent if unpaid twenty-two 22 days after date of mailing.

If the delinquent bill has not been paid and an extension has not been approved by the District, accounts will receive a pre-collection due date demand, commencement of legal action, and/or a 15-day notification of assignment to a collection agency if billing remains unpaid after the pre-collection due date.

For homeowners, all unpaid and uncollected accounts shall become a lien against the real property on which the water service was provided in accordance with the provisions of California Water Code 37212 and 37213.

434. Not used.

435. Not Used.

436. METER TEST - DEPOSIT FOR TEST. Customers requesting a meter test shall first pay a meter testing deposit, as shown in Schedule A, depending on the meter class. Should the meter register more than two percent (2%) fast the deposit will be refunded, but should the meter register less than two percent (2%) fast the deposit will be retained by the District.

437. ADJUSTMENTS ON BILLING FOR METER ERRORS. If a meter tested is found to be more than two percent (2%) fast, the excess charge for the time service was rendered, not to exceed six (6) months, shall be refunded to the customer. If a tested meter is found to be more than ten percent (10%) slow, the District may bill the customer for the amount of the undercharge for a period not to exceed six (6) months that the meter was in use.

438. WATER RATES FOR TEMP SERVICE. Meter water rates for temporary services will be charged at one hundred fifty percent (150%) of the rates set forth herein.

439. NON-REGISTERING METERS. If, for any reason, a meter is not registering, the charges for service shall be the minimum bimonthly rate as shown on Schedule A plus the cost of the estimated consumption. Such estimates shall be determined from previous consumption for a comparable period or by such other reasonable method as is determined by the District.

440. FIRE PROTECTION SYSTEM RATE. Fire service installations in which a detector-check meter is employed shall pay a monthly maintenance fee equal to that shown in Appendix A. Overhead sprinklers and other private fire protection equipment in factories, supermarkets,

schools, and similar structures shall be rated on the fire flow capacity requirements of the service desired.

441. Not Used

442. TEMPORARY SERVICE THROUGH A FIRE HYDRANT. If service is supplied through a fire hydrant, the applicant will, in addition to charges for water usage, be charged a flat charge per connection payable in advance, for both installation and removal of temporary facilities, including the meter, as shown in Appendix A.

443. Not used.

444. DISCONTINUANCE (NON-COMPLIANCE WITH REGULATIONS). Service may be discontinued for non-compliance with this Policy or any other rule or regulation relating to water service provided by the District. All applicable fees must be paid before service is reinstated.

445. DISCONTINUANCE (MORE THAN ONE SERVICE). A customer's water service may be discontinued if water service furnished at a previous location is not paid as required by this Policy. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be terminated.

446. Not used.

447. Not used.

448. TERMINATION OF SERVICE. Customers desiring to discontinue service should so notify the District two (2) days prior to vacating the premises or two (2) days prior to the date actual water turnoff is to take place. Failure to do so will result in the customer continuing to be liable for charges for water service whether or not water is used.

449. Not Used.

450. FIRE HYDRANTS. Any party using public fire hydrants shall operate hydrants in accordance with instructions issued by the District. Unauthorized use of hydrants will be prosecuted according to law.

451. RESPONSIBILITY FOR METERS AND INSTALLATIONS. The customer shall use all possible care to prevent damage to the meter or to any other District facilities which are involved in furnishing water service or temporary services from the time they are installed until they are removed. If a meter or other facility is damaged, the cost of making repairs shall be paid by the customer. It is specifically prohibited to operate the valve of a hydrant by other than a spanner wrench.

451.1 METER CLASS. Meter Classes shall be established for water meters of various manufacturers and designs based upon the Maximum Safe Operating Capacity of the meter. See Appendix D.

451.2 METER TYPE. The District reserves the right to utilize and require the installation of a compound or other type of meter to ensure accurate flow measurement throughout the expected or observed flow range, to prevent undue wear on the meter due to under sizing, or prevent other potential problems.

451.3 METER SELECTION. The class of meters on service lines two inches and larger shall be limited to the classes shown in Table D-2 so that the velocity of the water in the service line does not exceed 10 feet per second at the AWWA's Recommended Maximum Rate for Intermittent Operations of the meter.

Selection of water meters for multiple dwelling units shall be based on the number of fixture units and the landscaping demands for the property. The developer shall provide to the District a report prepared by a registered professional (civil or mechanical) engineer detailing the number of fixture units, landscape irrigation system demands, sizes of water lines to be installed, available water pressure, head losses, and resultant water pressures, as well as, the recommended meter class (based on the AWWA's "Recommended Maximum Rate for Continuous Operation as

listed in Appendix D). The District's Engineer will review the report provided and make the final determination of the appropriate meter class for the building(s).

In the absence of an engineer's report justifying a particular meter class the maximum meter class that will be allowed for a parcel shall be the smallest meter class from Appendix D that will meet the household and irrigation needs of the property based on a 10 gpm household demand plus 5 gpm per acre.

A Class 30 meter is the minimum class meter available for water service to parcels with residential structures requiring fire sprinklers. Where a meter larger than class 30 is necessary to meet required fire sprinkler flows of 27 gallons per minute, because of low-pressure service conditions, the applicable Capital Improvement Fee shall be determined on the basis of the class meter which would be required under normal service pressures of 40 psi or greater. All other rates and charges shall be based on actual meter class. Low pressure service conditions are defined as service locations where the normal operating pressure is less than 40 psi static water pressure at the water service. This does not apply in cases where the pressure at the service location is greater than 40 psi and the structure is constructed at a higher elevation than the water service.

The minimum class meter available for services to commercial and public institutional properties with dedicated fire services shall be Class 20. Fire sprinkler systems shall <u>not</u> be connected to a water service that is served by a Class 20 water meter.

Class 20 meters may be used when dedicated landscape meters are required to irrigate landscaping and do not serve a structure on the same property. The minimum size for a dedicated landscape meter shall be based on the irrigation demand (in gallons per minute) of the highest demand irrigation circuit connected to the irrigation system. The District may require documentation of the irrigation demand before a work order will be issued for the installation of a dedicated landscape irrigation meter.

452. <u>METER UP SIZING</u>. The total cost of a change in the class of a meter shall be paid for by the customer, including the differences in Capital Improvement Fees in effect at the time of change (see Appendix B for examples). A non-scheduled meter may be converted to a larger scheduled Ag meter. The customer will pay for the difference in the current Capital Improvement Fee of the non-scheduled meter and the Capital Improvement Fee for the larger scheduled meter plus the installation cost. If the difference in Capital Improvement fees results in a credit to the

customer no monetary compensation toward the new installation will be allowed; however, the difference in the Capital Improvement Fees may be used as a credit toward any future up-sizing of the same meter. The customer will be responsible for the installation costs.

453. METER RIGHTSIZING - EXISTING SERVICE. All water meters are owned by the District. Fees paid by a customer at the time water service is established, including the applicable Capital Improvement Fee, meter charge, and installation charge, are one-time charges associated with establishing service and do not establish ownership of the meter or a refundable interest in the meter.

The District is responsible for the replacement of District-owned meters that have reached the end of their useful life as determined by the District. Such replacement shall be performed at the District's expense. The District may evaluate existing water services through its meter replacement and rightsizing programs and determine that an existing meter should be downsized based on the property's water demand, service requirements, or other operational considerations. When the District determines that an existing meter should be downsized, the District shall replace the meter with the appropriately sized meter at the District's expense. No refund, credit, or reimbursement shall be provided for the difference in the cost or value between the meter being removed and the replacement meter, regardless of the age of the existing meter or whether its cost has been fully amortized. No refund or credit shall be provided for any portion of the Capital Improvement Fee previously paid.

453.1 METER DOWNSIZING/EXCHANGE - SUBDIVISION. When an existing parcel is subdivided, the existing service shall be downsized so that the meter remaining on the parcel is properly sized. The maximum meter class for any of the parcels created by the subdivision shall be in accordance with the meter sizing criteria in Appendix D. The existing service can be downsized / exchanged for up to a maximum of four smaller services providing that the combined meter flow rates for the new proposed services do not exceed the original meter's capacity (i.e., the sum of the meter classes for the new proposed meters does not exceed the meter class of the original meter). When an exchange is made, no monetary compensation toward the new installation will be allowed.

The smaller class meters must be located within the subdivision. The developer/owner will be required to pay the applicable service installation costs and/or meter set costs. A meter that has been previously downsized in accordance with this section shall not be eligible for downsizing/exchange a second time.

454. MULTIPLE PROPERTY SERVICE - SINGLE METER. Whenever the District discovers that a single metered service provides water service to separate and distinct parcels it will contact the affected property owner(s). The property owner(s) will be contacted and given 180 days from the date of notification to purchase and have installed metered water service(s) for each separate property. Notwithstanding the above, anyone owning two contiguous parcels served by a single meter may apply to the District to allow continued service to multiple parcels through a single meter upon the execution of a recordable agreement acknowledging that installation of separate meters for the parcels will be required at such time as the properties are no longer under single ownership.

At such time as the single existing meter is replaced with separate meters for each parcel, the existing meter can be exchanged for two smaller meters in accordance with the meter downsizing/exchange provisions described in Section 453.1.

455. METER REPLACEMENT. Meters are periodically and routinely replaced by the District. At the time of replacement, the replacement meter shall be in accordance with the meter sizing criteria and meter class criteria in Appendix D. Before replacing any meter, the District will attempt to contact the owner of the property that the meter serves. If the replacement meter is of a different class than the meter being replaced, the property owner shall be credited the following: The difference between the current cost for a “meter set” of the “meter class” being removed and current cost for a “meter set” for the meter class of the new meter.

456. CHANGE IN LOCATION OF METERS. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters can be relocated on an existing parcel but cannot be relocated to a different parcel.

456A RELOCATION OF METERS. Meters relocated due to subdivision developments, parcel splits, or property line adjustments shall be relocated onto the properties that they serve. In the event a water main of adequate size onto which the meter can be relocated does not exist, the District shall make the determination to have a water main of adequate size installed or allow the service to remain at its existing location provided easements are granted to legitimize the water service's location. All costs to be borne by the proponent of the foregoing.

457. INGRESS AND EGRESS. The District is charged with the responsibility of maintaining a sanitary and potable supply of water for the public pursuant to law and the rules and regulations herein. As a condition of water service, representatives of the District shall have the right of ingress and egress to the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of water service, and as provided by California Water Code Section 35404.

458. STREET WIDENING, PAVING, ETC. Persons responsible for service and/or main locations being changed in connection with street realignment, paving, grading, widening, resurfacing, sewer or storm drainage construction and/or other works on streets, road, avenues, thoroughfares, highways, and easements shall also be responsible for all costs incurred by the District in regard to changes in the water facilities required by such activities.

459. UNSAFE APPARATUS. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which cause excessive water hammer or otherwise might endanger or disturb service to other customers.

460. FRAUD OR ABUSE. Service may be discontinued, if necessary, to protect the District against fraud or abuse, e.g., name changes to avoid payment of bills.

461. PROHIBITED ACTS. Any person who, with intent obtains water services from Bella Vista Water District without paying the full lawful charge therefor, or with intent to enable another person to do so, or with intent to deprive Bella Vista Water District of any part of the full lawful

charges for water services, provides, commits, authorizes, or solicits any of the following shall be liable to Bella Vista Water District for the penalties set forth in Section 463:

(1) Diverts or causes water to be diverted by any means whatsoever.

(2) Prevents any water meter, or other device used in determining the charge for water services, from accurately performing its measuring function by tampering or by any other means.

(3) Tampers with any property or equipment owned by or used by Bella Vista Water District to provide services.

(4) Makes or causes to be made any connection with or reconnection with property or equipment owned or used by Bella Vista Water District to provide water services without the authorization or consent of the District.

(5) Uses or receives the direct benefit of all or a portion of water services with knowledge or reason to believe that the diversion, tampering, or unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the District.

462. DETERMINATION OF VIOLATION. The Board of Directors of the District, after notice and opportunity to be heard, shall determine whether there has been a violation of the prohibitions of section 461. In that determination, if there are any of the following objects, circumstances, or conditions on premises controlled by the customer or by the person using or receiving the direct benefit of all or a portion of water services obtained in violation of this section, then the District may presume that the customer or person intended to, and did violate this section:

(1) Any instrument, apparatus, or device primarily designed to be used to obtain water services without paying the full lawful charge there for;

(2) Any water meter that has been altered, tampered with, or bypassed so as to cause no measurement or inaccurate measurement of water delivered; or.

(2) The cutting or removal of a seal on any meter or other water measuring device.

463. PENALTIES. In the event any person is found liable to the District for the violations set forth above in Section 461, each and every person involved in such violation shall be liable to Bella Vista Water District as follows:

(1) Fines for violations are payable upon demand thereby to the party so assessed, and shall be payable in the following amounts:

(i) First violation: cost of unauthorized water taken, plus a fine of up to $250.00;

(ii) Second violation: cost of unauthorized water taken, plus a fine of up to $500.00;

(iii) Third and subsequent violations: cost of unauthorized water taken, plus a fine of up to $1,000.00 for each violation.

(2) In the event that a person violates the above-cited restrictions, and as a part of such violation tampers with a fire hydrant, due to the potential for increasing danger to life and property, such fire hydrant tampering will result in immediate assessment of a fine of up to $1,000.00 per incidence, plus, in the District's discretion, criminal charges may be pressed with appropriate authorities pursuant to the provisions of California Penal Code.

(3) Any repairs which are required to restore damaged facilities shall be paid by either the customer to whom such facilities currently serve water, or by any new or different customer requesting water service through damaged facilities.

(4) The foregoing penalties shall be in addition to any such other penalty as is provided by law, including, but not limited to California Penal Code Section 498, and any other criminal violations that may result from the unlawful taking of District water supplies.

464. BILL STUFFERS. Upon request, the District will include written information to be inserted in the District's bills at no cost to the District. Such use will be limited to government agencies, non-profit corporations, and volunteer groups that have a relationship to water distribution and use. The information shall be of public interest and non-controversial, non-political, and for the benefit of residents of the District.

Prior to including any non-District information in the District's bills, the proponents shall provide the District with a sample copy which will be reviewed and approved by the Board of Directors. The following material shall be prohibited: material advocating passage or defeat of a measure appearing on any election ballot; advocating promotion or defeat of any candidate for nomination or election to public office; promoting or attempting to defeat the appointment of any person to any administrative or executive position in federal, state, or local government; promoting or advocating the defeat of any proposed change in federal, state, or local legislation or regulations; and/or anything that would constitute advertising for a "for profit" enterprise.

The information shall be provided to the District complete, including furnishing paper, printing, and folding so it can be added to the District's standard billing envelope without further manipulation by the District.

ARTICLE V. WATER SERVICE, AGRICULTURAL

500. AGRICULTURAL SERVICE. All agricultural service shall be with a meter class 50 and larger and shall meet all Bureau of Reclamation requirements for Agricultural "Irrigation Water" service. See Definitions. All new applications must be for contiguous, cultivated and irrigated land of at least 2-acres.

501. DETERMINATION. The Manager shall review all applications for agricultural water. Eligible lands must comply with Federal Reclamation law, prior to receiving agricultural water in the form prescribed by the Bureau as provided in the Bureau contract.

502. AGRICULTURAL SERVICE ON UNIMPROVED LAND. Request for agricultural water service on unimproved qualified lands shall be granted at such time as irrigation demands for the commercial production of agricultural crops or livestock is necessitated. Prior to necessary improvements being established to warrant Federal agricultural water applications, such lands shall be eligible only for residential, commercial or rural water rates.

506. WATER MANAGEMENT PLAN. Agricultural customers shall be required to implement an irrigation water management plan. Plans shall state irrigation cycles and crop needs and shall be submitted with the application for agricultural water service.

507. WATER USERS CENSUS REPORT. Agricultural services shall be required to annually submit a Water Users Census Report. Failure to submit report by December 1 of each year may result in loss of the agricultural water rate. In addition, before receiving water at agricultural rates and thereafter annually with the Water Users Census Report the customer shall certify, on a form provided by the District, compliance with the criteria for receiving agricultural “Irrigation” water service and provide documented evidence of commercial, agricultural production upon request.

530. FLOW REGULATION. The District reserves the right to limit pipe and meter classes and if necessary, stagger the water hours and days or to limit the maximum flow so as to provide equal usage opportunities for all users on the same transmission line.

531. The District may restrict the flow through the meter to the recommended maximum rate for continuous in accordance with the applicable AWWA Standards. See Appendix D for the “AWWA Recommended Maximum Rate for Continuous Operations."

Water meters of the appropriate class are necessary to preserve the integrity of the metering equipment, ensure accurate water measurement and to reduce maintenance on the equipment.

545. DOMESTIC WATER. Domestic water incidental to production of agricultural crops or livestock shall be included with the agricultural water.

ARTICLE VI. WATERLINE EXTENSIONS

600. DISTRICT TO COOPERATE. It shall be the policy of the District to cooperate with individuals or groups in the orderly development of waterline extensions.

601. DISTRICT CAN PROMOTE EXTENSIONS. Nothing herein shall prevent the District from initiating or promoting action on waterline extensions.

602. INDIVIDUALS OR GROUPS SHALL FURNISH MAPS AND INFORMATION. Proponents of an extension shall contact the District and provide maps showing the names and addresses of the benefited landowners identified by their respective parcels and such other information as the District may require. The District shall investigate the feasibility of including other contiguous lands within the proposal making certain that every landowner has an equal opportunity for participation.

603. DISTRICT TO PREPARE A ROUGH ESTIMATE. Upon the request of the proponent(s) the District shall prepare an estimate of the installation cost of the proposed extension and deliver this estimate to each of the effected landowners or designated representative.

604. PROPONENTS DECIDE TO INSTALL THE EXTENSION. After consideration of the estimate provided by the District, if the affected landowners determine to install the extension, the proponents shall retain a licensed civil engineer to prepare improvement plans for District review and approval. For line extensions where less than 100 feet of water main is to be installed, the developer may submit a sketch of the proposed construction in lieu of improvement plans to District standards. Following approval of the plans by the District, the proponent(s) shall have a licensed contractor provide a cost estimate of the project.

Design and construction of improvements shall be in conformance with adopted District's Design Standards, the District's Standard Specifications for the Construction of Water System Improvements and the District's Standard Details in effect at the time of submission.

605. FINAL ESTIMATE. On notification that the proponents have elected to install the extension, the District shall review the final cost estimate. The District shall prepare a cost proposal for the distribution of all costs on a pro-rated basis for each landowner who will be benefited by the water service.

606. NOTICE OF HEARING. The final estimate and the cost distribution proposal shall be presented to the affected landowners at least fifteen (15) days before the Board meeting at which the matter will be considered.

607. HEARING. The District manager or engineer shall present to the Board the proponents' request for the installation of the waterline extension together with the cost estimates and other pertinent information. Effected landowners will be given an opportunity to address all or any part of the presentation before the Board. The Board, after consideration of such application and report, may reject, amend and/or approve the installation of the extension.

608. APPROVAL. Upon approval of the proposed extension by the Board, the project may commence, and upon completion of the facilities and acceptance by the Board, all such facilities constructed shall become the property of the District.

609. PAY ALL COSTS. Applicants for extensions must agree to construct each extension at their cost.

610. SERVICE CONNECTIONS. Service connection facilities shall be installed as part of the waterline extension. Service shall be installed in accordance with the District's standard drawings, Section 403 of the District's Policy, and shall consist of a service saddle and corporation stop, service pipe, angle meter stop, and a meter box.

611. EASEMENTS AND RIGHT-OF-WAYS. Prior to the start of construction of an extension, landowners must first grant, without cost to the District, all necessary easements and rights-of-way for present and future extensions.

612. MINIMUM PIPE SIZE. The minimum pipe size required for extensions is such size as called for by the District's Master Plan(s), or the larger of the following:

a. Eight (8) inches in diameter, or
b. As determined necessary by the District to meet City or County fire flow requirements.

613. Not Used

614. COMPUTATION OF REBATES. Where one or more persons pay the installation costs of an extension, later applicants for water service directly from such extension (i.e., by tapping directly into the extension) shall pay to the original installers their prorata share of the extension cost plus interest. To be eligible for rebates the installers shall enter into a rebate agreement with the District, which shall include the terms and conditions under which the rebates are paid, the properties to be served, the names of the applicants (installers), cost, etc. A sample rebate agreement is shown in Appendix C.

615. REGISTER OF ORIGINAL INSTALLERS. The District shall maintain a register of each original installer for each extension. The register shall include the name and address of each original installer and it shall be the responsibility of each original installer to notify the District of any subsequent change of address.

616. PAYMENT OF REBATES BY THE DISTRICT. Upon receipt of funds the District shall notify the original installers in writing at the address listed on the register, which the District is holding for them, their prorata share setting forth the exact amount. Within 45 days after giving such notice, the District shall pay to those who respond to the notice their respective prorata share. The District shall retain the share of those original installers who do not respond to the notice with 45 days. After which time the non-responding original installers' rights thereto are forfeited.

617. ASSIGNMENT OF EXTENSION REBATES. Any rebate anticipated may be assigned by any original installer. To be binding on the District, such assignment must be in writing, and must

describe the extension to which it applies, and must be delivered to the District. The register shall be amended accordingly.

618. TIME LIMIT - EXTENSION OF REFUNDS. After the expiration of ten (10) years from the date of installation of any extension or when all the properties that can receive service from the extension are developed (whichever occurs first), the General Manager is authorized to declare the rebate account closed upon complying with the following condition:

Written notice of the District's intent to close a given extension account shall be provided to each original installer listed in the register of such extension. Such notice shall inform the original installer that unless a written appeal is taken to the Board setting forth the reasons for extending the refund period, the time of taking such an appeal shall be as set forth in the notice and shall be not less than thirty (30) days from the mailing of the notice.

619. NON-RESPONSIBILITY. The District is not obligated to:

a. Assure that the landowners making such lateral extensions receive full payment of costs therefor,
b. Initiate any action,
c. Incur any expense to collect any sum to be paid such landowners, nor
d. Provide any refund from revenue derived from water service.

620. DISTRICT CONTRACT INSTALLATIONS. For such sum as may be agreed upon the District may contract, as provided by law, to install distribution lines.

621. ASSESSMENT DISTRICTS. Assessment districts can be formed to pay for waterline extensions. Before action is taken to form such a district, interested persons shall contact the General Manager. The General Manager can preliminarily advise interested parties as to the general feasibility of the proposed assessment district and extension and what further action must be taken.

622. ADDITIONAL EXTENSIONS. The District may, at any time, add additional waterline extensions to any existing extension(s) without securing permission from the original installers who paid the original installation costs of the extension(s).

623. FRONT FOOTAGE FEE.

A. If a service connection is made directly into a main which has been previously constructed at District expense or which has not been constructed and financed through an assessment district or through any other means in which the applicant has a vested interest, or is not the subject of a line rebate agreement, there shall be paid by the applicant a front footage fee, calculated as set forth below.

B. The charge shall be computed on the front footage of the lot or logical divisible portion thereof to be connected, but no case less than sixty feet, multiplied by the front footage fee as established by the Board. The fee for corner lots shall be computed on the basis of the width of the lot parallel to the water main or where more than one side of the lot fronts water mains the width will be based on the average of the front and side lot widths. Flag lots, whether by easement or deeded access, shall be computed on the basis of the projected width of the lot parallel to the water main, irrespective of the portion used for access.

C. Where the front footage of the property exceeds 330 feet, the property owner will have the option of paying the total charge upon connection or paying an amount equal to 330 feet times the front footage rate and entering into an agreement with the District requiring payment for the balance of the front footage at such time as the property is subdivided.

D. Charges shall be due and payable prior to service being provided, unless the District has installed a new water main adjacent to a developed parcel with an existing private water well.

E. Where the District has installed a main adjacent to a developed parcel with an existing private water well, the property owner will have the option of paying the charges on connection or entering into an agreement with the District to amortize the charge over ten (10) years. The agreement shall be recorded as a lien against the property. The fees will be billed with

the regular (bimonthly) water bill with the charges at 5 percent per year over 10 years. The balance may be paid at any time without a penalty and shall be due upon sale or further encumbrance of the property.

F. The front footage fee shall be as shown in Appendix A.

624. LICENSED CONTRACTORS. Only licensed, bondable general engineering (class "A") or underground contractors (class "C-34") in good standing will be permitted to perform construction of or alternations to water conveyance systems connected to the Bella Vista Water District system. Such licensed contractors shall be required to execute a written contract with the Bella Vista Water District setting forth the specifications and manner in which the work is to be performed.

625. LAWS GOVERNING. Contractors installing or modifying water conveyance facilities within Bella Vista Water District shall be required to comply with all applicable local, state and federal laws, including, but not limited to, the California Labor Code, and the California Public Contracts Code, where applicable.

626. INSURANCE. Prior to commencement of any work of improvement, the contractor shall provide Bella Vista Water District with proof of insurance and bonding, as required by the District General Manager, for the work to be performed, such proof naming Bella Vista Water District as an additional insured or loss payee. Insurance shall provide for a minimum aggregate coverage (as shown in Appendix A) for property damage and personal injury.

627. SUBSTANDARD FACILITIES. If any work of improvement constructed within the Bella Vista Water District fails to comply with the District specifications, or the contractor or entity performing such work fails to comply with the requirements set forth herein, Bella Vista Water District may, at its sole option, refuse to accept such facilities into the District until the facilities meet the required specifications, or the contractor complies with the above requirements.

ARTICLE VII. LAND DIVISIONS

700. APPLICATION. Any developer(s) desiring to construct water system improvements to provide water service to a tract of land which they propose to subdivide shall make application to the District by submittal of a tentative map or plan for District approval.

701. CONTENTS OF APPLICATION. The application shall state the name and number of the tract and its location. The application shall be accompanied by three (3) copies of the tentative subdivision map. All plans and specifications submitted to the District shall be signed by a Registered Engineer.

702. INVESTIGATION. Upon receiving the application, the District Staff shall make an investigation of the proposed subdivision and shall report the findings to the Board.

703. "WILL SERVE" LETTER. Upon written request by the applicant, the District will consider issuance of a "will serve" letter for properties within the District. The letter will be issued upon Board approval only when it can be demonstrated that the District reasonably expects to have sufficient water supplies available to serve the property without restriction over an extended period of at least 9 out of 10 years (90th percentile).

704. IMPROVEMENT PLANS. The location of proposed lines and services shall be as shown on the improvement plans prepared in accordance with the District's Design Standards and approved by the District. The actual construction will be done at the expense of and by the subdivider and inspected by the District. All water main construction in new land divisions shall extend to the limits of the property and shall include all looping and other supplementary lines that are necessary in order to insure that future contiguous land divisions and/or developments can connect directly onto such water mains, thus providing for the orderly development of the system.

705. SUBDIVISION AND IMPROVEMENT PLAN APPROVAL PROCESS FOR PROJECTS REQUIRING CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS.

1. Subdivider(s) shall submit the following: (a) three (3) copies of the tentative map, (b) three (3) copies of improvement plans showing all utilities as proposed within the subdivision, (c) reconstruction necessary to the existing system to insure the most economical long-term operation of District facilities in the tributary area, (d) any other information as necessary to fully describe the project, and (e) a non-refundable plan check fee as shown in Appendix A.

2. Upon the recommendation of District Engineer, the subdivision map shall be presented to the General Manager for approval.

3. The General Manager may refer projects that will impose significant impacts to the District Board of Directors for approval. The Board reserves the right to make changes to the proposed water improvements as deemed necessary.

4. The improvement plans will be signed and dated for approval only after all the requested deficiencies or changes have been made to the plans.

706. PLAN CHECK FEES. Plan check fees will be charged to offset the cost incurred to review improvement plans either by District Staff or by a consulting engineer engaged by the District. A base fee and a per lot fee, as shown in Appendix A, shall be paid by developer with submittal of the plans.

707. CONSTRUCTION PERMIT. No construction shall begin until a construction permit is issued by the District. The permit shall be obtained by submitting three (3) sets of signed and dated improvement plans along with an engineer's estimate of the total cost of the water system improvements and deposit of an amount equal to the greater of $500 or one percent (1%) of the engineer's estimate of the total cost of the water system improvements, to cover the cost for inspection fees (refer to section 709).

For subdivisions where less than 100 feet of water main is to be installed, the developer may submit a sketch of the proposed construction in lieu of improvement plans to District standards.

A copy of the permit is to be kept at the jobsite at all times work is being performed. The contractor shall notify the District at least 24 hours before commencing work.

708. Not Used.

709. CONSTRUCTION INSPECTION. During construction the District Engineer or representative will make periodic inspections of the work in progress to assure that the materials and workmanship conform to District standards. The engineer and any authorized representatives shall at all times have access to the work. Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions of the contract.

Such inspections are made for the benefit of the District only. The District does not undertake any responsibility or duty to the developer or property owners to select, review, inspect, supervise, pass judgment upon or inform such parties of the quality, adequacy or suitability of: (a) the Plans and Specifications; (b) the architects, contractor, subcontractors and material men employed or utilized in the construction; or (c) the progress or course of construction and its conformance or nonconformance with the Plans and Specifications or amendments, alterations and changes thereto. The District owes no duty of care to protect the developer or owner, or any other person against negligent, faulty, inadequate or defective work or construction.

710. INSPECTION FEES. Inspection fees will be billed at the hourly rates shown on Appendix A. The inspection time shall begin upon departure from the Bella Vista Water District office and the termination of time shall be upon the return to the Bella Vista Water District office. Inspection time will be logged for each development and billed after completion of the waterline project or as construction is progressing.

711. CONSTRUCTION APPROVAL PROCESS. After completion of the required construction, but prior to final acceptance by the Board, the following shall be submitted to the District:

(a) "as built" plans,

(b) summary of pipe footage by diameter size,

(c) cost of waterline installation (copy of construction bid is acceptable),

(d) copies of recorded waterline easements, and

(e) all inspection fees.

Note: no meters will be sold to parcels or lots within a subdivision or planned development until all the above requirements are satisfied.

712. COST AND EXPENSES. All costs and expenses incurred by the District under this Section, including the cost of investigation, inspection, legal and engineering services, shall be paid to the District prior to acceptance of the facilities by the District.

713. WARRANTY OF WORK. A one (1) year contractor's warranty period covering pipeline construction and water service facilities shall begin on the date of final acceptance by the Board of Directors or on the date the facilities are put to actual use by the District, whichever occurs first. Contractor will be notified of any deficiencies which occur during warranty period and will be required to promptly make all necessary corrections. If contractor does not correct the deficiency within 14 days, or if the deficiency is an emergency, District will cause the deficiency to be corrected and contractor will be required to reimburse District for all District costs, including labor and materials.

714. PROPERTY OF DISTRICT. All water facilities installed shall be conveyed to the District and remain the property of the District. The facilities shall become the property of the District when the final inspection is performed on the subdivision or phase of subdivision construction, submittal of all information and fees required above, and/or acceptance by the Board of Directors.

715. SERVICE CONNECTIONS. The sub-divider shall, at its own cost, provide and install the service connections, pipelines, curb stops, service lines, meter yokes, or line setters and meter boxes, as may be required by the District.

716. HOLD HARMLESS AGREEMENT. Any person applying to the District for the installation of a water system pursuant to this Section shall agree to hold the District harmless from any defect(s) in the installation of the system so installed and from any damage(s) resulting there from.

717. PIPE SIZING. Minimum pipe size shall be not less than eight (8) inch diameter. The pipeline extensions are to be of sufficient size to serve present and future needs. The necessity of requiring a system loop shall be determined by the District. The District may require installation of larger size mains as necessary to provide required fire flows or to minimize pressure losses through the system.

ARTICLE VIII. ANNEXATIONS

800. POLICY. All annexations to the Bella Vista Water District shall be governed by the rules and regulations in this Policy, as amended from time to time.

801. DEFINITIONS. For the purposes of this policy the following definitions shall apply:

"Area" - means the total (gross) area of the territory proposed for annexation less the area that is unsuitable for development such as steep slopes, creeks, etc. as determined by the District.

"New sources of additional water" - means sources of water not presently available to the District (e.g., groundwater sources that will not interfere or compete with existing or planned District wells within the existing District boundaries, or new surface water supplies that would not otherwise be available to the District). Such new sources of water shall meet all required quality standards for municipal water supplies and shall be provided at no initial cost to the District and shall be available at a cost per unit (i.e., acre feet) that is reasonable in relation to existing sources of water to the District. The additional source should be available long term with first right of renewal and have shortage (drought) provisions at least as good as our existing supplies, i.e. the District's Bureau Contract.

802. CONTIGUOUS PROPERTY. Unless otherwise authorized by the Board, each annexing territory must be contiguous to the District and shall not result in the creation of islands, corridors, or peninsulas of District or non-District territory or cause or further distort existing District boundaries.

803. Not Used.

804. PRIOR AND FUTURE OBLIGATIONS. All land annexed to the District shall be subject to the repayment contract in effect between the United States Government and the District, and any other present or future obligations or indebtedness of the District following annexation.

805. RULES FOR ANNEXATIONS. The following rules shall apply to all annexations: a) all annexations are subject to the approval of the Bureau of Reclamation, and the Shasta County Local Agency Formation Commission, and shall conform to all Ordinances, Regulations, Resolutions, and Standards required by the District. b) Approval of annexation is conditioned upon the District having sufficient water at the time of annexation to supply water to all parcels of real property within the territory proposed for annexation. c) If the Board of Directors determines that the District does not have sufficient water to supply the new parcels, annexation will be considered only if the territory provides new sources of additional water to meet 110% of the average annual demand and 100% of the maximum daily demand of the annexed parcels (as determined under Section 806).

In lieu of providing new sources of additional water as specified in c) above, a proponent may, upon approval by the Board, provide the water required for a single class 30 and agree to be limited to a class 30 for each parcel.

The proponent will be required to execute a recordable agreement with the District which provides that should the proponent or a subsequent owner of the property desire to increase water use to the parcel either by increasing the meter class or adding meters, the proponent will be required to provide sufficient water for the remainder of the parcel that would have been required had the parcel not been limited to a class 30 water meter. No partial amount of water will be accepted and reducing the size of the parcel via a lot line adjustment will not reduce the amount of water required.

If the Board determines that an individual parcel should be included in a larger area to be annexed, the Board may deny the annexation if such parcel's owner declines to be included in the annexation.

806. ADDITIONAL WATER SUPPLIES. The amount of additional new water supplies to be provided under Section 805 shall be determined as follows:

Maximum daily demand:

$Q = A \times R \times 2.5 \times C_F$

Where:

Q = Quantity of water, in gallons per minute

A = Area of territory proposed for annexation, acres

R = Average annual demand, in feet per year for rural and residential usage = 2.0 ft/year

2.5 = Ratio of maximum daily demand to average daily demand

C_F = Conversion factor from ac ft/year to GPM
= 0.620

Therefore Q = 3.10 gpm/acre

Average annual demand:

Shall be based on 4.0 acre feet per acre for irrigated land or 0.75 acre feet per – class 30 domestic service which includes 0.12 acres for irrigation.

For wells, the capacity would be based on the results of a 24-hour pump test with drawdown based on continuous pumping for 180 days.

807. IMPROVEMENTS REQUIRED. As a condition of annexation and at the request of the District, proponent(s) shall provide such pipe lines, water treatment facilities, booster pumps, storage tanks, regulating valves, supplemental water (with capacities as directed by the District), connecting lines, in-tract improvements, area maps (showing the names and addresses of the property owners within said area to be annexed) and such other incidental information, facilities and requirements as the District may direct. All water supply improvements shall be designed and constructed in accordance with District standards. Design shall be submitted for District review

prior to construction. Construction will be subject to inspection by District. Prior to final acceptance, "as-builts" for all facilities shall be provided to the District.

808. RIGHTS-OF-WAY REQUIRED. All owners of real property in each annexing territory shall grant and convey, without cost to the District, any rights-of-way requested by the District for the purposes of installing water pipes, storage tanks, booster pumps, and other facilities required for the distribution of water within the annexed territories and other places in the District, and for the maintenance thereof.

809. COSTS. All costs of annexation, including all legal, advertising, environmental review, engineering and all other incidental expenses shall be paid by the proponent(s). All costs and expenses of providing a complete water system, satisfactory to the District, shall be the responsibility of the proponent(s) of such annexation.

810. ANNEXATION FEES. The base fee per acre of property being annexed shall be equal to the value of the District's "capital assets, net" (fixed assets less accumulated depreciation) from the District's latest audited financial statements divided by the total acreage of the District (34,090 acres as of November 2004).

811. SPECIAL FUND. Annexation fees collected per section 810 shall be placed in the Capital Improvement Fund, the uses of which shall be directed toward:

a. Additional water supplies,
b. Water treatment improvements,
c. Water storage and transmission improvements, and
d. Improvements to District physical plant,

as described in the current Master Water Plan and Capital Improvement Budget or as determined by the Board of Directors.

812. ANNEXATION CREDITS. For annexations providing water supplies in excess of the amount required under Section 806, a credit will be allowed against the above annexation fees and/or Capital Improvement fees for the parcels.

The amount of credit for parcels bringing additional water supplies will be based on the following formula:

$$\text{Credit} = \text{Cost of Water Supplies} \times \frac{\text{Quantity of Surplus Water}}{\text{Total Water Supplies}}$$

where:

Cost of Water Supplies = the reasonable cost of development of the total water supplies (e.g., for well supplies the actual costs for land acquisition, well drilling, well pumping and water treatment facilities),

Surplus Water Supplies = the quantity of water available above and beyond the amount required under Section 806.

Total Water Supplies = the total long-term capacity (firm yield) of the water supply as determined by a qualified engineer or hydro geologist and approved by the District Engineer.

813. ANNEXATION PROCEDURE. All proposed annexations shall be subject to the approval of the Board. Proponents shall file an application for annexation with the District. The application shall include the following information:

a. Map showing the area of the proposed annexation.
b. The owner(s) of the land within the area of the proposed annexation.
c. If applicable, a description of the proposed source(s) of "new" water, including: (a) the location(s) of the source(s); (b) the quantity to be provided from each source; and (c) the point of delivery to the District's water system.
d. Prior to consideration of any annexation, the proponent(s) shall present a petition signed by at least sixty five (65) percent of the fee owners of land area of the territory requesting annexation.

e. Following review by District Staff, the proposed annexation will be presented to the Board for acceptance. If the application is accepted by the Board, an annexation agreement shall be prepared setting forth the obligations of the proponent(s) of the annexation and the District.

f. Following approval of the annexation agreement by the Board and execution of the annexation agreement, the proposal shall be presented to the Bureau of Reclamation, and the Shasta County Local Agency Formation Commission for approval.

g. Only after the proposed annexation is approved by both LAFCO and the Bureau of Reclamation shall the annexation be presented to the Board for final approval.

814. WATER DELIVERY. No water shall be delivered to an individual property within the annexed territory until such property owner has paid all fees due and has constructed all required water system improvements.

ARTICLE IX. DETACHMENT POLICY

900. GENERAL CONSIDERATIONS. It is the policy of the Bella Vista Water District to oppose detachments that would result in the creation of islands, corridors, or peninsulas of District or non-District territory or otherwise would cause or further the distortion of existing District boundaries.

901. SERVICE CATEGORIES. It is anticipated that parcels within the District requesting detachment will generally fall into one of the three categories listed below. District recommendations to either support or oppose detachment of existing parcels will generally be based on the following service categories:

Category 1 - The parcels currently receive full water service from the District (i.e., water produced from District sources, delivered through water mains owned by the District, through District meters, and billed by the District).

Category 2 - The parcels do not currently receive water service from the District but receive water service through temporary water services or water service agreements with another public water system.

Category 3 - The parcels currently do not receive water service from the District or any other public water system.

The following guidelines for each of the above categories will be used in the consideration of whether to oppose, support, or take no position on specific detachment requests:

Category 1 - Detachment of parcels currently receiving full water service from the District may negatively impact the District's ability to continue to maintain acceptable water service levels to customers that will remain in the District (due to a reduction in conveyance capacity and/or looping of water lines).

Detachment of these parcels may also have an adverse financial impact on the District resulting in an increased burden on the remaining District customers to discharge District bond and contract indebtedness.

For the above reasons the District will normally oppose all Category 1 detachment requests.

Category 2 and 3 - While detachment of parcels that currently do not receive full water service from the District will not impact the present water service level to other District customers, detachment may negatively impact the District's future ability to provide acceptable or improved water service levels to customers that will remain in the District (due to a reduction in planned conveyance capacity and/or looping of water lines).

Detachment of these parcels may also have an adverse financial impact on the District resulting in an increased burden on the remaining District customers to discharge District bond and contract indebtedness.

Depending on the potential impact on the District's future ability to maintain or improve the level of service provided to the remaining District customers, the District will determine whether to support, oppose, or take no position on Category 2 and 3 detachment requests on a case-by-case basis.

902. NON-CONTIGUOUS AREAS. Detachment of a parcel or multiple parcels that are not immediately adjacent to the existing District boundary will be opposed, inasmuch as, the detachment would result in the creation of islands, corridors or peninsulas of District or non-District territory or otherwise cause or further the distortion of existing boundaries.

903. WATER DELIVERY - CURRENT. Where a detachment will significantly impact the District's present ability to deliver water to one or more parcels that will remain within the District (by the removal of either existing main lines or a reduction in the present looping of water lines) the District will not relinquish ownership of the existing water mains unless the water delivery capacity is maintained by the construction of a parallel main or additional looping of water lines.

The construction of the new water main(s) shall be the responsibility of the parcel(s) being detached.

904. WATER DELIVERY - FUTURE. Where a detachment will significantly impact the District's future ability to deliver water to one or more parcels that will remain within the District by the elimination of planned main lines or planned looping of water lines (e.g., those shown in the current Water System Master Plan) either the owner(s) of the parcel(s) being detached may construct water mains of sufficient size to replace the lines being eliminated, or the District may increase the period of time over which continued special assessment fees will be payable to the District under Section 911 (below), as required to finance construction of such line(s).

905. MAJOR FACILITIES. Detachment of areas that include any major District facilities (i.e., wells, pump stations, control structures) either existing or shown in the current Water System Master Plan will be opposed.

906. COST OF FACILITIES. Where the District has constructed facilities (e.g., pump stations, storage reservoirs, and/or major pipelines) sized to serve the parcels being detached the District may require reimbursement for a proportionate share of the cost of such facilities or increase the period of time over which continued special assessment fees will be payable to the District under Section 911(b).

907. CONTINUED PAYMENTS. Where the detachment of a parcel or multiple parcels will require a significant increase in user rates for the remaining District customers, the District may increase (by up to 10 additional years) the period of time over which continued special assessment fees will be payable to the District under Section 911(b) to compensate for the loss in user fees.

908. INDIVIDUAL LOTS. Detachment of individual lots within a subdivision will be opposed. In order for the District to take a position other than opposition, the request for detachment within a subdivision must at a minimum include all lots within a single phase of a subdivision (i.e., all lots created under a separate tentative map).

909. LESS THAN 40 ACRES. The District will oppose all requests for detachment of parcels outside of subdivisions where the total area of the parcels is less than 40 acres.

910. PETITION. Detachment of a group of lots or parcels will not be considered without the submittal of a petition signed by the legal property owners representing a minimum of 75% of the lots on 75% of the total land area requesting detachment.

911. FEES. As a condition of detachment the owner(s) of parcel(s) requesting detachment will be required to pay the District the greater of the following amounts:

a) An amount equal to their proportionate share of the principal on all outstanding loans, special assessments and other debt (including, but not limited to, notes payable to the Department of the Interior and Rural Development, and any deficit accounts with the Bureau of Reclamation) for water system improvements that are either secured by a lien on the property or whose debt service is being paid in part by user fees, standby fees, or assessments on the property, or

b) An amount equal to the present value of the Bella Vista Water District's special assessment fees for a minimum period of 10 years or continued payment of the special assessment fees for a period of 10 years. The number of years over which the present value of the special assessment is calculated or the number of years over which continued payment of the special assessment fees will be required may be increased by the Board as required per Sections 904, 906, and 907.

Calculation of the present value of the special assessment fees will be based on the following:

(1) The assessed value of the property(ies) at the time of detachment.
(2) The average District special assessment rate for the last 5 years.

(3) The average District-wide increase in assessed values for the last 5 years.

(4) A discount rate equal to the average interest rate earned by the District on its investments for the previous 12 months.

912. LAFCO FEES. The proponent will be responsible for the payment of all LAFCO filing and processing fees for consideration and approval of a detachment.

913. DOCUMENTATION. The proponent shall be responsible for the preparation of all documentation (e.g., maps, legal descriptions and CEQA compliance documentation) received by LAFCO and/or other federal, state and local agencies whose approval of the detachment is required.

914. DEVELOPER CONSTRUCTED IMPROVEMENTS. All developer constructed or financed improvements required by the District as a condition of tentative map approval, approval of improvement plans, or pursuant to a development agreement for the subdivision, shall remain the property of the District. This includes funds deposited by the developer for facilities required to serve the subdivision project but not yet spent.

915. CREDITS. A credit of up to a maximum of 80% of the actual capital improvement fees, if any, paid to the District by individual property owners for the properties included in the detachment may be made by the District against the above amounts due to the District under item 911 (above). However to account for the depreciation of District facilities, the amount of the credit shall be reduced by 3.33% (1/30) for each year of service to the area to be detached starting with the date the first service was installed.

916. REFUNDS. In no case will the District be required to refund any money to the owners of properties being detached.

917. WATER RIGHTS. In no case will the District transfer with the parcels proposed to be detached any portion of its water rights, water allotments, or groundwater supplies.

ARTICLE X. MITIGATION OF INTERFERENCE FROM THE PUMPING OF NEW DISTRICT WELLS ON EXISTING RESIDENTIAL WELLS

1000. SEPARATION OF AQUIFERS. During the construction of each new well the District will seal off the upper water bearing formations, where practical, from the new well in order to preclude competing with typically shallower private wells.

1001. PUMP TESTS. Each new District well will be pump tested by the District. A hydrologist's report will be prepared documenting the findings of the pump testing and will calculate the potential interference (drawdown of the static water level) versus the distance from the pumping well.

1002. NOTIFICATION. The findings of the report will be made available for inspection by any interested party. In addition, the District will notify, by mail, all persons owning property within a distance from the District's new well where the potential interference from long-term pumping of the well is anticipated to result in significant drawdown, or within 1,000 feet of the District's new well, whichever is greater. For the purpose of this policy, significant drawdown is defined as a drawdown equal to, or greater than, twenty (20) feet. Notification shall include a copy of this Article and a summary of the findings of the hydrologist's report.

1003. REQUIRED INFORMATION. Owners of properties within the District's service area who have reason to believe that their wells may be significantly affected by pumping of District well(s) shall contact the District and provide the following:

a) Assessor's parcel number of the property on which the well is located,

b) Name, address, and phone number of the property owner,

c) Location of the well on the property,

d) Copy of well drillers log (if available) or the following information:

1) Date the well was drilled,
2) Name of the well drilling company,
3) Size of the well,
4) Depth of the well,

5) Estimated capacity of the well/well pump (typically in gallons per minute or hour),

6) Depth to water, and

7) Pump setting (distance from the top of the well casing).

1004. INSPECTIONS. Upon the request of the property owner the District will conduct an on-site inspection of the well to provide assistance to the property owner in the collection of the above requested information and to perform periodic measurement of ground water levels.

1005. CONNECTION OPTIONS.

A. If the property owner's well is (1) within the area of significant interference (as defined under this policy) and upon District review of the above information it can reasonably be determined that operation of the District well(s) will cause the property owner's well to run dry, or (2) within 500 feet of the District's well, the property owner will be given the option to connect to the District's water system provided that the District has a water line adjacent to the property. The District will waive the front footage fees and the capital improvement fee for a meter of equivalent size (capacity) to the property owner's existing well production. The property owner will remain responsible for payment of service installation fees and meter set charges, and fees for excess meter class required, if applicable.

B. If the distance from the District's well to the property owner's well is greater than 500 feet but less than 1000 feet, the property owner will be given the option to connect to the District's water system at reduced fees, provided that the District has a water line adjacent to the property. The District will waive the front footage fees and fifty percent (50%) of the Capital Improvement Fee for a meter with a capacity equal to or less than that of the property owner's existing well production. The property owner will remain responsible for payment of service installation fees and meter set charges, if applicable.

1006. TIME LIMIT. The property owner must exercise the option to connect to the District system provided under this policy within five (5) years of commencement of operation of the new District pumping facilities or the option will expire.

1007. BACKFLOW PREVENTION. If the property owner connects to the District water system pursuant to this Section, the property owner shall either abandon the existing well (the cost of which

will be borne by the District) or install an approved backflow prevention device (at the owner's expense).

1008. WATER CHARGES. Once connected to the BVWD water system the property owner will be responsible for all water charges incurred as a result of their use at the District's applicable rates.

1009. MONITORING. If the property owner does not qualify for a connection fee credit under Section 1005 above, and it cannot reasonably be determined that the operation of the District well(s) will cause the property owner's well to run dry, then the District will, upon the property owner's written request, periodically monitor the water level of the property owner's well to measure changes in the static water level. If within a period of 5 years it is determined that operation of the District well(s) has caused significant drawdown of the static water level at the property owner's well the owner will be given the option to immediately connect up to the District's water system as provided under Section 1005 (above).

1010. PARTIAL CREDIT. If the property owner does not qualify for the connection fee credit above and it cannot reasonably be determined that the operation of the District well(s) are causing the owner's well to run dry (per Section 1005, above) or be significantly impacted (per Section 1009, above), but it can be determined that operation of the District well(s) will cause drawdown of the ground water level at the owner's well of greater than 10 feet a partial credit toward the connection fee will be allowed according to the following schedule:

Drawdown	Credit
10 to 14.99 feet	40%
15 to 19.99 feet	80%

1011. ELIGIBILITY. Only property owners having operating water wells drilled prior to the completion of drilling of the District's well will be eligible for the credits set forth in this Policy.

1012. DRY WELLS. If a property owner's well runs dry following connection of the property to the District's water system no additional fee credits will be allowed to the property owner by the District.

1013. WELLS OUTSIDE OF DISTRICT. Owners of properties outside of the District service area boundaries will be given the same opportunity to connect to the District's water system as provided to District residents, however, such owners shall be required to agree to be annexed to the District

and pay an annexation fee in accordance with the District's annexation policy, or if they are in the service area of another district or city, Bella Vista Water District will pay the proportionate cost, as provided in Sections 1005 or 1010 above, of that city or district's capital improvement fee.

1014. WATER MAIN EXTENSIONS. If there are no District mains adjacent to the owner's property and the owner desires water service from the District, the District (at its cost) will extend its mains to provide service to qualifying parcels within 500 feet of the District's well. The property owner(s) will be responsible for construction of any water main extensions required to serve properties more than 500 feet from the District's well.

ARTICLE XI. CROSS CONNECTION CONTROL POLICY

1100. PURPOSE. The purpose of this Policy is to protect the public water supply system from contamination due to potential or actual cross-connections. This protection shall be provided by the establishment of a Cross-Connection Control Policy as required by the State of California Water Resources Control Board (SWRCB) Cross-Connection Control Policy Handbook (CCCPH). These regulations mandate that the Bella Vista Water District (District) has the primary responsibility for water quality control.

It is unlawful for any person, firm, or corporation to make or maintain temporarily or permanently, any cross-connection between plumbing pipes or water fixtures being served by the District, and any other source of water supply or other foreign substance. Bella Vista Water District hereby adopts the Cross-Connection Control Policy Handbook as providing development, implementation and enforcement standards for the District Cross-Connection Control Policy. In the case of conflict this Article shall prevail.

1101. SCOPE The District's Cross-Connection Control Policy consists of the following elements:

a. Operating instructions for implementing the Cross-Connection Control Policy.
b. Performance of Hazard Assessment Surveys to identify water user locations where cross-connections are likely to occur.
c. Installation of backflow protection by the landowner or water user at the user's connection.
d. Training and experience of personnel delegated to implement the Cross-Connection Control Program.
e. Approved test procedures for testing backflow prevention assemblies to ensure proper backflow protection.
f. Maintenance of records, including hazard assessments, assembly location, assembly owner, assembly make, model and size, test results, dates tested, associated hazard, and repair of backflow prevention assemblies.
g. Public Outreach and education through pamphlets and a dedicated link to educational material on the District's website.

1102. DEFINITIONS

Air Gap Separation or AG: A physical break between a supply pipe and a receiving vessel. The air gap shall be at least twice the diameter of the supply pipe measured vertically above the top rim of the vessel and at a minimum no less than one inch.

Approved Backflow Prevention Assembly: Assemblies which have passed laboratory and field evaluation test and meet the American Water Works Association (AWWA) standard.

Approved Water Supply: Any potable water supply regulated by the State of California.

Auxiliary Water Supply: Any water supply on or available to the premises other than the approved water supply.

AWWA Standard: This is the official standard developed and approved by the American Water Works Association.

Backflow: An undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system's distribution system or approved water supply.

Cross-Connection: Any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

Cross-Connection Control Program Specialist: A person who has demonstrated competency in the field of cross-connection control and maintains a valid backflow assembly general testers certification and a Cross-Connection Survey Specialist certification as issued by the California-Nevada Section of the American Water Works Association or an organization with equivalent certification requirements.

Customer: The owner or operator of a business or residential property who is connected to the public water system.

DDW: The State of California Division of Drinking Water.

District: Refers to Bella Vista Water District

Double Check Valve Assembly (DC): An assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections. An example of an approved DC assembly can be found on Diagram 3, Appendix C of the CCCPH.

Hazard Assessment: An evaluation of a user premises designed to evaluate the types and degrees of hazard at a user's premises.

High Hazard Cross Connection: A cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards. Examples are available in Appendix D of the CCCPH.

Low Hazard Cross-Connection: A cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

Person: An individual, corporation, company, association, partnership, municipality, public utility, or other entity.

Point of Connection: The most downstream point of the water service where the District's responsibility and liability stop. It is also known as the point where the public water system can no longer control the potability of the water.

Premises: Any and all areas on a customer's property which are served or have the potential to be served by the public water system.

Public Water System or PWS: A System for the distribution of potable water to the public for human consumption which has fifteen or more service connections or regularly serves an average of twenty-five individuals daily at least sixty days out of the year.

Reclaimed/Recycled water: Wastewater that, as a result of treatment, is suitable for uses other than potable use.

Reduced Pressure Principle Backflow Prevention Assembly (RP): An assembly with two independently-acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly. An example of an approved RP can be found in Diagram 5, Appendix C of the CCCPH.

Reduced Pressure Principle Detector Backflow Prevention Assembly or RPDA: A reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass's water meter accurately registering flow and visually showing a registration for all rates of flow.

Service Connection: Refers to the point of connection of a customer's pipeline to the public water system's distribution main line.

Water User: Any person obtaining water from an approved water supply system.

1103. GENERAL PROVISIONS

1. The General Manager is designated as the Cross-Connection Control Policy Administrator and is responsible for ensuring its implementation and enforcing this policy.

2. The Cross-Connection Control Program is administered through the Water Distribution Department under the direction of a certified Cross-Connection Control Specialist/Coordinator. This position has formal oversight of the Policy CCCPH, recognized by the SWRCB.

3. All premises shall undergo a hazard assessment survey conducted by qualified personnel to determine the degree of hazard and what backflow protection, if any, is required. All hazard assessment surveys shall be reviewed by the Cross-Connection Control Coordinator.

4. Whenever backflow protection has been found necessary, the District will require the water user to install an approved testable backflow prevention assembly at the water user's expense. The type of assembly to be installed will be in accordance with the requirements of this Policy, the District's approved list of devices and current Construction Standards.

5. Wherever backflow protection has been found necessary on a water supply line entering a landowner or water user's premises, then all water supply lines from the District's mains entering such premises shall be protected by an approved backflow prevention assembly.

6. Wherever a backflow prevention assembly is installed, the District shall have unrestricted access to the assembly.

7. The District will work with the City of Redding and Shasta County to ensure that appropriate backflow prevention assemblies are installed on all new construction projects and tenant improvements/remodels.

1104. HAZARD ASSESSMENTS

1104.1 **Initial Hazard Assessment**

To evaluate the potential risk of backflow into the public water system, the District will carry out an initial hazard assessment of all user premises within the District. District personnel responsible for conducting assessments will have sufficient training on cross-connection rules, identification, and corrective action. All hazard assessments will be reviewed by the Cross-Connection Control Coordinator to ensure the assessments properly identify all hazards, the appropriate degree of hazards, and the corresponding backflow protection. Initial hazard assessments will be completed by July 1st, 2035.

Hazard assessments will take into account the following considerations as necessary:

1. The existence of cross-connections;
2. the types of materials handled and present, or likely to be, on the user premises;
3. the complexity and accessibility of the piping system;
4. access to auxiliary water supplies, pumping systems, or pressure systems;
5. conditions within the distribution system that may increase the likelihood of a backflow event;
6. accessibility of the premises;

7. any history of backflow incidents on the premises or similar sites; and
8. whether an existing backflow prevention assembly (if any) provides adequate protection based on the degree of hazard.
9. the requirements and guidance provided in the CCCPH.

Once initial assessments are complete, an assessment frequency shall be determined for each account based on the degree of hazard and potential for backflow. The District may also establish compliance schedules for corrective actions identified during hazard assessments based on the degree of hazard and potential risk to the public water system.
Factors such as new construction, water quality complaints, or evidence of reverse flow at the water meter, may prompt an immediate re-inspection. After initial cross-connection assessments are complete, a comprehensive list of all backflow prevention assemblies and their associated hazards, shall be on record including all pertinent data. The District will maintain records of:

1. Hazard surveys.
2. BPA inventory and location.
3. Testing reports and compliance status.
4. Records will be retained for at least three years.

1104.2 **Ongoing Hazard Assessments**

Ongoing or follow-up hazard assessments are required following the initial hazard assessment described in Section 1104.1. A follow-up hazard assessment will be conducted under the following circumstances:

1. if a user premises changes ownership, excluding single-family residences;
2. if a user premises is newly connected to the PWS;
3. if evidence exists of potential changes in the activities or materials on a user's premises.
4. if backflow from a user's premises occurs;
5. periodically, as identified in the Cross-Connection Control Policy
6. if the State Water Board requests a hazard assessment of a user's premises; and
7. if the PWS concludes an existing hazard assessment may no longer be correct.

1105. CROSS-CONNECTION PROTECTION REQUIREMENTS

1105.1 **Where Protection is Required**

1. Each service connection from the District's water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from such premises into the District's system unless the auxiliary water supply is accepted as an additional source by the District, and is approved by the public health agency having jurisdiction thereof. Premises with groundwater wells must install, as a minimum level of protection, a Reduced Pressure Principle Assembly.

2. Each service connection from the District water system for supplying water to any premises on which any substance other than potable water is handled in such fashion as may allow its entry into the water system, shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the public water system which have been subjected to deterioration in sanitary quality.

3. Each service connection to any premises having intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, or where it cannot be determined where piping is located, making it impracticable or impossible to ascertain whether or not cross-connections exist shall require an approved backflow assembly to protect against backflow of water from such premises into the public system.

4. All commercial and public/institutional service connections, except the following: meeting halls with no kitchen, duplexes, triplexes, and apartment houses shall be protected against backflow of water from such premises into the public system.

1105.2 **Type of Protection Required**

The type of protection provided shall be commensurate with the actual or potential degree of hazard on the customer's premises. The type of protective assembly that may be required (listing in an increasing level of protection) includes: Double Check Backflow Prevention Assembly (DC), Reduced Pressure Principle Backflow Prevention Assembly (RP), and an Air-gap separation (AG). The landowner or water user may choose a higher level of protection than required by the District. The minimum types of backflow protection required to protect the District's water supply, at the user's water connection to premises with varying degrees of hazard are given in Table 1. Situations which are not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the District. Internal

property airgap or other arrangements will not be allowed due to monitoring limitations.

1105.3 **Table 1 - TYPE OF BACKFLOW PROTECTON REQUIRED**

DEGREE OF HAZARD

(a)		**Sewage and Hazardous Substances**	
	(1)	Premises where the public water system is used to supplement the reclaimed water supply.	AG
	(2)	Premises where there are wastewater pumping and/or treatment plants and there is no interconnection with the potable water system. This does not include a single family residence that has a sewage lift pump. An RP may be provided in lieu of an AG, if approved by the DDW and the District.	AG
	(3)	Premises where reclaimed water is used and there is no interconnection with the potable water system. An RP may be provided in lieu of an AG, if approved by the DDW and the District.	AG
	(4)	Premises where hazardous substances are handled in any manner in which the substances may enter a potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by the DDW and the District.	AG
	(5)	Premises where there are irrigation systems into which fertilizers, herbicides, or pesticides are, or can be, injected.	RP
	(6)	Portable pressure sprayers, tanker trucks and cleaning units that have capacity of connecting to a public water system. A use permit shall be obtained from the District.	RP
	(7)	Premises where the service lines are located within 50 feet of a septic tank or leach field.	RP
(b)		**Auxiliary Water Supplies**	
	(1)	Premises where there is an unapproved auxiliary water supply. Backflow protection is required whether the auxiliary water supply is interconnected with BVWD system, or there are no interconnections with BVWD system.	RP
(c)		**Fire Protection Systems**	
		Fire protection systems are classified on the basis of water source and arrangement of supplies as follows:	
	(1)	Class 1 – Direct connection from public water mains only; no pumps, tanks, or reservoirs; no physical connection from other water supplies; no antifreeze or additives of any kind; and all sprinkler drains discharging to the atmosphere of other safe outlets.	RP (see special condition exceptions below)
	(2)	Class 2 – Same as Class 1, except that booster pumps may be installed in the connections from the street mains.	RP
	(3)	Class 3 – Direct connection from public water supply main plus one or more of the following: elevated storage tanks; fire pumps taking suction from above ground covered reservoirs or tanks and pressure tanks. (All storage facilities are filled by or connected to public water only, the water in the tanks to be maintained in a potable condition. Otherwise, Class 3 systems are the same as Class 1).	RPDA

	(4)	Class 4 – Directly supplied from public mains similar to Classes 1 and 2, with an auxiliary water supply on or available to the premises; or an auxiliary supply located within 1,700 feet of the pumper connection.	RPDA
	(5)	Class 5 – Directly supplied from public mains, and interconnected with auxiliary supplies such as pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; driven wells; mills or other industrial water systems; or where antifreeze or other additives are used.	RPDA
	(6)	Class 6 – Combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.	RPDA or AG
(d)		**Special Condition exceptions:**	
	(1)	Underground fire sprinkler pipelines parallel to and within 10 feet horizontally of sewer pipelines or other pipelines carrying significantly toxic materials.	RP
	(2)	When water is supplied to a site or an area from two or more services of a water utility, or from two different water utilities, flow problems should be evaluated.	RP
	(3)	Occupancies (or changes in occupancies) which involve the use, storage, or handling of types and quantities of materials in a manner which could present a significant health hazard to the domestic water supply.	RP
	(4)	Premises where entry to all portions of the premises is not readily accessible for inspection purposes, or where it cannot be determined where piping is located, making it impracticable or impossible to ascertain whether or not cross-connections exist shall be protected against backflow of water from such premises into the public system.	RP
	(5)	A BPA is not necessary for a low hazard fire protection system on a residential user premises if all of the following criteria are satisfied, as verified by the building official during construction: a) The user premises has only one service connection to the PWS; b) a single service line onto the user premises exists that subsequently splits on the property for domestic flow and fire protection system flow, such that the fire protection system may be isolated from the rest of the user premises; c) a single, water industry standard, water meter is provided to measure combined domestic flow and fire protection system flow; d) The fire protection system is constructed of piping materials certified as meeting NSF/ANSI Standard 61; and e) The fire protection system's piping is looped within the structure and is connected to one or more routinely used fixtures (such as a water closet)	None req'd
		Other Premises	

(e)	(1)	Premises where entry is restricted so that inspections for cross-connections cannot be made.	RP
	(2)	Premises where there is a precedent of cross-connections being established.	RP
	(3)	Premises where two or more services supply water from different street mains to the same building, or structure, through which an inter-street main flow may occur.	RP

1105.4 **Existing Fire Protection Systems**

Except as noted below, the District will ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of adoption of the CCCPH.

1. A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition (e.g., wetting agents, foam, anti-freeze, corrosion inhibitor, etc.) or an auxiliary water supply, must have no less than RP protection.

2. For existing fire protection systems that do not meet Section 1105.3 (d) (5) or cannot install RP protection within ten years of adoption of the CCCPH, the District, with approval by the DDW, may propose:

    a. an alternative date; or

    b. an alternative method of backflow protection that provides at least the same level of protection to public health.

1106. BACKFLOW PREVENTION ASSEMBLIES

1106.1 **Approved Backflow Prevention Assemblies**

1. Only backflow prevention assemblies which have passed laboratory and field evaluation test and meet the American Water Works Association (AWWA) standard shall be acceptable for installation by a landowner or water user connected to the District's system.

2. The District will provide to any affected customer a list of approved backflow prevention assemblies allowed to be installed.

1106.2 **Backflow Prevention Assembly Installation**

1. The backflow assembly shall be located on the user's side and as close to the service connection meter as is practical.
2. Backflow prevention assemblies shall be installed in a manner prescribed in the CCCPH and in accordance with District Construction Standards. The District will have the final authority in determining the required location of a backflow prevention assembly.
3. Backflow prevention assemblies, including the enclosure, will remain the property of the owner of the property they serve and shall be maintained by the owner at their cost.

1106.3 **Backflow Prevention Assembly Testing and Maintenance**

1. Backflow prevention assemblies must be tested immediately after installation, relocation or repair and at least annually. The District may require a more frequent testing schedule if it is determined to be necessary. If during a field test an assembly is found to be defective, it must be repaired or replaced within 30 days.

2. The District will test a water user's backflow prevention assembly annually to fulfill the requirements of this Policy. The District will notify affected customers when annual testing of an assembly is to be performed.

3. Annual testing or repairs of a water user's backflow prevention assembly may be conducted by an outside contractor. The contractor must meet the requirements of sections 1111 and 1111.1 of this Policy.

4. All costs of testing, repair (including repair of damage caused by vandalism, freezing, etc.) maintenance, and replacement shall be borne by the landowner or water user. Annual testing may be provided by the District and billed in accordance with the District's established fees. The costs for repair, including replacement parts and maintenance will be billed at the time of occurrence on the next regular water bill.

1106.4 **Backflow Prevention Assembly Removal**

1. Approval must be obtained from the District before a backflow prevention assembly is removed, relocated, or replaced.
   a. Removal: The use of an assembly may be discontinued and the assembly removed from service if a Hazard Assessment Survey conducted by District personnel provides sufficient evidence to verify that a hazard or potential

hazard no longer exists;

b. Relocation: An assembly may be relocated following confirmation by the District that the relocation will continue to provide the required protection and satisfy installation requirements. All piping between the backflow assembly and the meter must be inspected to verify no cut, tee, or tap is present. A retest will be required following the relocation of the assembly;

c. Repair: An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by the District. A retest will be required following the repair and reinstallation of the assembly;

d. Replacement: An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed. All replacement assemblies must be approved by the District and must be commensurate with the degree of hazard involved. Replaced assemblies must be tested after installation as required by this Policy.

1106.5 **Existing Backflow Prevention Assemblies**

All presently installed DC backflow prevention assemblies that were approved assemblies at the time of installation for properties with an active well shall remain approved so long as the testing and maintenance requirements under section 1106.3 are met and the District is assured that the assembly will satisfactorily protect the PWS. Whenever the existing assembly is moved from the present location, requires more than minimum maintenance, or when the District finds that the assembly no longer provides adequate protection, the assembly shall be replaced by an approved, RP backflow prevention assembly meeting the current requirements of this Policy.

1107. WELL DEACTIVATION

1. Each service connection from the District water system for supplying water to the premises having an active or inactive well may not be required to have backflow protection, provided the well is deactivated in a manner that is compliant with this Policy and has passed an on-site inspection by an authorized District representative. The following are the approved alternatives for deactivation:

   a. Pull the pump and weld a watertight seal on the top of the well casing; and

b. Remove and disconnect all electrical connections and remove them from the well location. In addition, the piping from the well head must also be disconnected and removed from the well site. Any plumbing remaining on the well head must be capped and welded such that an "easy" reconnect is not possible. Once this is completed, the well is no longer considered to be an auxiliary water supply. Or,

c. Destroy the well per Shasta County requirements.

1108. ADMINISTRATION PROCEDURES

1108.1 **Customer Notification - Hazard Assessment**

1. When the District requires information from a water user to complete an initial or subsequent hazard assessment, the District may provide the water user with a hazard assessment questionnaire, survey, or other written request for information. The water user shall complete and return the requested information to the District within 21 calendar days of the date of the initial notice.

2. If the requested information is not received within the initial 21-day period, the District shall provide a second written notice allowing the water user an additional 15 calendar days to submit the requested information or otherwise coordinate with the District to complete the hazard assessment.

3. If the water user does not respond within the additional 15-day period, the District may take further action necessary to complete the hazard assessment and protect the public water system, including requiring an on-site assessment, requiring appropriate backflow protection where the degree of hazard cannot otherwise be satisfactorily determined, or initiating enforcement in accordance with Section 1109 of this Policy.

4. Based on the information provided through the hazard assessment questionnaire, District records, site observations, or other relevant information, the District may require an on-site assessment when necessary to verify site conditions, further evaluate an actual or potential cross-connection hazard, or determine the appropriate level of backflow protection.

5. The District may extend the response period when circumstances warrant and when, in the District's determination, the additional time does not create an unacceptable risk to the public water system.

1108.2 **Customer Notification - Assembly Installation**

1. The District will notify the water user of hazard assessment findings in writing, listing the corrective actions to be taken if any are required. If a backflow prevention assembly is required, the water user will be allowed 60 days to have the assembly installed and tested.

2. A second notice shall be sent to each water user who does not have the backflow prevention assembly installed and tested as prescribed in the first notice within the 60-day period allowed. The second notice gives the water user two business days to comply. If no action is taken within two business days, the District may terminate water service to the affected water user until such assembly is installed and tested.

1108.2 **Customer notification – Well deactivation**

When an existing well is found to supply any premises with a connection to the District water supply, the District will notify the water user in writing, the option of deactivating or destroying the well or installing backflow protection. The water user will have 60 days to take corrective action. If no action is taken within 60 days, a second notice shall be sent giving the user two business days to comply. If no action is taken within two business days, the District may terminate water service to the affected user until corrective action has been taken and verified by the District.

1108.3 **Customer Notification - Testing and Maintenance**

The District will notify each affected water user in writing when it is time for the backflow prevention assembly installed on their service connection to be tested. This notice shall be given the water user a minimum of 5 days prior to testing the assembly.

1108.4 **Extended Compliance Schedule for Low-Risk Conditions**

The District may, at its sole discretion, grant an extended compliance period for the installation of a required backflow prevention assembly when a hazard assessment determines that:

1. No active cross-connection exists;

2. No condition posing an immediate threat to public health is present; and
3. The identified hazard is determined by the District to represent a low or potential risk of backflow to the public water system.

In determining whether an extended compliance schedule is appropriate, the District may consider factors including, but not limited to:

1. The degree of hazard identified during the hazard assessment;
2. Whether the hazard is actual or potential in nature;
3. The presence or absence of auxiliary water supplies, chemical addition systems, or other high-hazard conditions;
4. The complexity of corrective actions required; and
5. The overall risk posed to the public water system.

The length of any extended compliance period shall be determined by the District based on the degree of hazard. Granting additional time for compliance shall not limit the District's authority to require immediate corrective action whenever a condition posing an actual or imminent threat to public health is identified.

1109. WATER SERVICE TERMINATION

1109.1 **General**

Whenever the District encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated or the customer refuses to comply, the District shall discontinue water service.

1109.2 **Basis for Water Service Termination or Suspension**

Conditions or water uses that create a basis for water service termination or suspension shall include, but are not limited to, the following items:

1. Refusal to allow a Hazard Assessment Survey
2. Refusal to install a required backflow prevention assembly
3. Refusal to allow inspection, or testing of a backflow prevention assembly
4. Refusal to allow inspection of a well or other auxiliary supply
5. Refusal to repair or replace a faulty backflow prevention assembly
6. Refusal to provide unrestricted access to the backflow device.
7. Direct or indirect connection between the public water system and sewer system

8. Unprotected direct or potential connection between the District's water system and a system or equipment containing contaminants
9. Unprotected direct or potential connection between the District's water system and an auxiliary water system
10. A situation which presents an immediate health hazard to the District's water system.

1109.3 **Water Service Termination or Suspension Procedures**

1. For conditions 1 through 6 above, the District will terminate or suspend water service to a customer's premise after two (2) written notices have been sent specifying the corrective action needed and the time period within which to comply. If no action is taken within the time allowed, water service will be terminated or suspended.
2. For conditions 7 through 10 above the District will take the following steps to terminate water service immediately:

    a. Make a reasonable effort to advise the water user of an intent to terminate water service; and

    b. Terminate water service and lock the service valve. The water service will remain inactive until correction of violations has been completed and approved by the District.

1110. BACKFLOW INCIDENT RESPONSE

Should a potentially hazardous backflow incident occur, the District will follow these procedures:

1. Immediately terminate water service.
2. Identify and isolate affected area.
3. Identify sources of contamination and level of hazard.
4. Notification if hazard is present:
    a. Division of Drinking Water
    b. Shasta County Public Health Department
5. Flush and sample for water quality until restored.
6. Verify corrective action completed at source prior to reinstating water service.
7. Notification to Agencies and Public as appropriate.

The District will notify DDW and local health agencies of any known or suspected incident of backflow within 24 hours of the determination. If required by the State Water Board, the District will issue a Teir 1 public notification pursuant to CCR, Title 22, Section 64463.1.

1111. COMPETENCY REQUIREMENTS FOR BACKFLOW PREVENTION ASSEMBLY TESTING

Any contractor interested in testing backflow prevention assemblies may request to be added to the District's list of certified testers. To be included on the list, competency in all phases of backflow prevention assembly testing and repair must be demonstrated through education and/or experience. Each tester shall be responsible for the competency and accuracy of all tests and reports.

1111.1 **Minimum Competency Requirements:**

a. Testers must hold a valid Backflow Prevention Assembly Tester certification from either the American Water Works Association California-Nevada Section, the American Backflow Prevention Association, or an organization with equivalent certification requirements.

b. Each tester must use the testing procedures outlined in the Manual of Cross-Connection Control, University of Southern California - Foundation for Cross-Connection Control and Hydraulic Research, most recent edition.

c. Testers must hold current registration and bonding in accordance with the State of California's requirements for Plumbing Contractors.

d. Each tester must hold a certificate of all testing equipment showing calibration within the last (12) twelve months.

e. Testers must be familiar with the District's Cross-Connection Control Policy processes and procedures.

A tester may be omitted from the annual list for improper testing, repairs and reporting, or any action that indicates a lack of knowledge or support of the District's Cross-Connection Control Policy.

APPENDIX A

SCHEDULE OF RATES AND CHARGES

WATER RATES

Bimonthly Base and Water Usage Rates are detailed by customer class in Appendix E

Bimonthly W.T. Surcharge – for repayment of the District's Water Treatment Improvements, Safe Drinking Water / State Revolving Fund (SDWSRF) Loan $14.00

Construction Water

Construction Meter (Security Deposit) $1,500.00
Construction Meter with RP device (Security Deposit) $1,500.00
Bimonthly Rental Fee $75.00
Each 100 cu ft (includes CVP surcharge).....$3.00
.....Or as superseded by the current Water Shortage Restrictions

Temporary Water

Per fill up (fill tank at District office).....$25.00
.....Or as superseded by current Water Shortage Resolution

CROSS CONNECTION (BACKFLOW) CONTROL

Initial Backflow Device Testing Fee for initial installation inspection and certified testing for a new backflow device or reactivation of an existing service or backflow device that has been inactive for 1-year or longer.....$60.00

Bimonthly Backflow Device Testing Fee (includes up to one hour of labor per year for repair) for required annual testing and repair of any size of backflow device, includes reduced pressure principle assemblies, double check detector check, and reduced pressure principle detector check assemblies.....$10.00

Certified Backflow Testing Fee for Customer's Utilization of a non-District certified backflow tester (Staff review of application, verify CA certification, inspection of testing equipment and verify valid calibration documentation $25.00

PERMIT FEES

Bacteriological Testing..... Cost plus 15%

Inspection Fees [Note: Per Article 707, a deposit of one percent (1%) of the engineer's estimated cost of construction of the water system improvements shall be paid prior to issuance of a Construction Permit.]

Plan Check Fees..... actual cost (3 hour minimum)

LABOR & EQUIPMENT RATE SCHEDULE

Labor* (Labor rates vary significantly depending upon job classification and will be billed in quarter hour increments at cost using a multiplier of 1.95 times the employee's actual hourly wage to reflect the full labor burden, including benefits and accruals)..... At cost

Equipment Rental is limited to availability and use by qualified employees. Equipment rental rates shall be in accordance with "Caltrans Labor Surcharge and Equipment Rental Rates", current edition. www.dot.ca.gov/hq/construc/equipmnt.html

*NOTE: Overtime labor rates will apply to all hours worked other than during the normal workday, Monday through Friday. Overtime labor rates at one and one-half times the regular hourly rate will apply to all hours worked in excess of 8 hours in a single day. Overtime labor rates of two times regular hourly rates will apply to all hours worked in excess of 12 hours in a single day, and all holidays.

OTHER

After-Hours Callout for Private (Customer) Water System $65.00/hr
..... (two hour minimum)

Agricultural Water Application Fee..... $50.00

Agricultural Water Reapplication Fee $25.00

Application sent to customer by mail $5.00

Bad Check Charge $30.00

Board Room Charge (use by public) $50.00/hour
..... (two hour minimum)

Transaction Fees
- e-check $0.95
- Credit Card Fee for Utility Bills (per transaction up to $300) $3.45
- Credit Card Machine $5.00
- For Non-utility charges ..... 2.85% of amount charged

Delinquent Payment Penalty ..... 1.5 % per month

Home Inspection Accommodation – turn on, off (regular business hours) $60.00

Delinquent Service Disconnection (See Delinquent Shut-Off Policy per SB 998)

Delinquent Service Reconnection Charge (Reg. Business Hours) (See Delinquent Shut-Off Policy per SB 998)

Delinquent Service Reconnection Charge After hours (See Delinquent Shut Off Policy per SB 998)

Digital data provided on media .....actual cost plus 15%

Fire Hydrant Flow Testing $250.00

Fire Protection Services .....(see Appendix E)

Hydraulic Modeling (fire flows or new waterlines) .....actual cost plus 15%

Meter Removal (all classes) ..... actual cost

Meter Re-installation (all classes).....actual cost

Meter Testing (Customer Requested) .....actual cost

Meter Testing Deposit $50.00

Photocopies
First five copies.....$0.25/per 8-1/2 x 11" sheet
Additional copies .....$0.15/per 8-1/2 x 11" sheet

Postage .....actual cost

Road Crossing (pavement replacement) or Bore Charge .....actual cost plus 15%

Water Service Availability Request.....$250.00

Water Service Turnoff/Turn-on (Customer Requested, Regular Hours) Each.....$30.00

Will-Serve Letter - District Administrative Overhead, Filing & Research Fee $500.00

Fines (per section 463):

1. First violation $250.00
2. Second violation.....$500.00
3. Third and subsequent violations (for each violation).....$1,000.00
4. Tampering with a fire hydrant.....$1,000.00

CONNECTION FEES (effective 1/1/2026)
Main (A), E. Stillwater (A-1), Welch (A-2), Deschutes (C), CC1 (D), CC2 (D-1), and Quail Ridge (E-1)

Meter Class	AWWA Rated Capacity[1] (gpm)	Household Equivalent Ratio	Meter[2, 8] Set Only	Service[3,6] Installation	Capital Improvement Fee (CIF)	Meter[4] Set + CIF	Complete[5] Service + CIF
	Residential, Rural, Commercial and Non-Scheduled Agricultural						
20	20	0.67	$760	$3,760	$6,560	$7,320	$11,080
30	30	1.0	$803	$3,803	$9,840	$10,643	$14,446
50	50	1.7	$962	$3,962	$16,400	$17,362	$21,324
100	100	3.3		$4,522	$32,790	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15% plus Capital Improvement Fee	
160	160	5.3		$4,489	$52,470		
200	200	6.7	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15%		$65,580		
300	300	10.0			$98,380		
450	450	15.0			$147,560		
900	900	30.0			$295,130		
1200	1200	40.0			$393,510		
1500	1500	50.0			$491,880		
2000	2000	66.7			$655,840		
2500	2500	83.3			$819,800		

CONNECTION FEES (effective 1/1/2026)
Simpson Pressure Zone (E-2)

Meter Class	AWWA Rated Capacity[1] (gpm)	Household Equivalent Ratio	Meter[2, 8] Set Only	Service[3,6] Installation	Capital Improvement Fee (CIF)	Meter[4] Set + CIF	Complete[5] Service + CIF
	Residential, Rural, Commercial and Non-Scheduled Agricultural						
20	20	0.67	$760	$3,760	$10,550	$11,310	$15,070
30	30	1.0	$803	$3,803	$15,830	$16,633	$20,436
50	50	1.7	$962	$3,962	$26,380	$27,342	$31,304
100	100	3.3		$4,522	$52,770	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15% plus Capital Improvement Fee	
160	160	5.3		$4,489	$84,430		
200	200	6.7	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15%		$105,530		
300	300	10.0			$158,300		
450	450	15.0			$237,450		
900	900	30.0			$474,890		
1200	1200	40.0			$633,190		
1500	1500	50.0			$791,490		
2000	2000	66.7			$1,055,310		
2500	2500	83.3			$1,319,140		

CONNECTION FEES (effective 1/1/2026)
Old Oregon Trail Pressure Zone (B)

Service Size	AWWA Rated Capacity[1] (gpm)	Household Equivalent Ratio	Meter[2, 8] Set Only	Service[3,6] Installation	Capital Improvement Fee (CIF)	Meter[4] Set + CIF	Complete[5] Service + CIF
	Residential, Rural, Commercial and Non-Scheduled Agricultural						
20	20	0.67	$760	$3,760	$12,170	$12,930	$16,690
30	30	1.00	$803	$3,803	$18,260	$19,063	$22,866
50	50	1.67	$962	$3,962	$30,430	$31,392	$35,354
100	100	3.33		$4,522	$60,850	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15% plus Capital Improvement Fee	
160	160	5.33		$4,489	$97,360		
200	200	6.67	All Meter Classes 100 and larger and all service lines 3" and larger at cost plus 15%		$121,700		
300	300	10.00			$182,550		
450	450	15.00			$273,830		
900	900	30.00			$547,650		
1200	1200	40.00			$730,200		
1500	1500	50.00			$912,750		
2000	2000	66.67			$1,217,010		
2500	2500	83.33			$1,521,260		

CONNECTION FEES (effective 1/1/2026)
Palo Cedro South Pressure Zone (C-1)

Service Size	AWWA Rated Capacity[1] (gpm)	Household Equivalent Ratio	Meter[2, 8] Set Only	Service[3,6] Installation	*Capital[9] Improvement Fee (CIF)	Meter Set[4] + CIF	Complete[5] Service + CIF
	Residential, Rural, Commercial and Non-Scheduled Agricultural						
20	20	0.67	$760	$3,760	$4,220	$4,980	$8,740
30	30	1.00	$803	$3,803	$6,320	$7,123	$10,926
50	50	1.67	$962	$3,962	$10,540	$11,502	$15,464
100	100	3.33		$4,522	$21,080	At cost plus 15% plus Capital Improvement Fee	
160	160	5.33		$4,489	$33,720		

Does not include Palo Cedro South Assessment Fees

Notes:

1. AWWA Recommended Maximum Rate for Intermittent Operations
2. Does not include service installation or CIF.
3. Does not include meter or CIF.
4. Does not include service installation.
5. All inclusive; meter set + service installation + CIF are included.
6. Road crossings, bores, and services over 60 feet long are an extra charge.
7. Capital Improvement Fees are adjusted annually in January per Resolution 93-09.
8. The District does not stock any meters larger than Class 50; therefore, Meter Set charges for Meter Classes 100 and larger will be at cost plus 15%.
9. Class 20 meters are available only for services where they will not be connected to fire

sprinklers (e.g., where they will be dedicated to serve only landscape irrigation or to serve small commercial buildings that are either not fire sprinklered or where the fire sprinkler system is connected to a dedicated fire service line).

10. All connections in the Palo Cedro South Assessment District (south of Highway 44) are also subject to "Capital Facilities Charge" per Resolution 87-38 (ENR CCI = 4406). As of December 2017 (ENR CCI = 11,185), this charge is currently $4,698.51 per acre. Properties that were not assessed at the time that the assessment district was formed will also be charged $5,210.89 per acre for facilities already installed as part of the assessment district. On January 1 of each year these charges are adjusted based on the 12-month change in the ENR Construction Cost Index for December.

Appendix B

METER DOWNSIZING EXAMPLES

Allowable Downsizings/Exchanges:

<table>
<tr><td rowspan="2">Meter Class</td><td rowspan="2">AWWA "Recommended Maximum Rate for Intermittent Operations" (gpm)</td><td colspan="3">Allowable Downsizings @ the AWWA "Recommended Maximum Rate for Intermittent Operations"</td></tr>
<tr><td>For 2 Meters</td><td>For 3 meters</td><td>For 4 meters</td></tr>
<tr><td>20</td><td>20</td><td colspan="3">Not Eligible for Downsizing</td></tr>
<tr><td>30</td><td>30</td><td colspan="3">Not Eligible for Downsizing</td></tr>
<tr><td>50</td><td>50</td><td>1 @ Class 30 &
1 @ Class 20”</td><td>Not Eligible</td><td>Not Eligible</td></tr>
<tr><td rowspan="2">100</td><td rowspan="2">100</td><td>2 @ Class 50</td><td>3 @ Class 30</td><td>Not Eligible</td></tr>
<tr><td colspan="3">or any combination of lower meters classes totaling 100 or less</td></tr>
<tr><td rowspan="2">160</td><td rowspan="2">160</td><td>1 @ Class 100 &
1 @ Class 50</td><td>1 @ Class 100 &
2 @ Class 30</td><td>2@ Class 50 &
2 @Class 30</td></tr>
<tr><td colspan="3">Or any combination of lower Meter Classes totaling 160 or less</td></tr>
<tr><td rowspan="2">200</td><td rowspan="2">200</td><td>2 @ Class 100</td><td>1 @ Class 100 &
2 @ Class 50</td><td>4 @ Class 50</td></tr>
<tr><td colspan="3">Or any combination of lower Meter Classes totaling 200 or less</td></tr>
<tr><td>300 and above</td><td>Equals the Meter Class</td><td>Any combination of two meters with lower Meters Classes totaling the Meter Class of the original meter or less</td><td>Any combination of three meters with lower Meters Classes totaling the Meter Class of the original meter or less</td><td>Any combination of four meters with lower Meters Classes totaling the Meter Class of the original meter or less</td></tr>
</table>

Appendix C

Sample Rebate Agreement

BELLA VISTA WATER DISTRICT

WATER MAIN EXTENSION REBATE POLICY FOR APPLICANT INSTALLED FACILITIES

* * *

THIS AGREEMENT sets forth the terms and conditions under which the Applicant named below will be rebated for expenses incurred as a result of making water service available to other properties by installing a water main extension. The General Rebate Policy set forth in this Agreement has been adopted by the Board of Directors of the Bella Vista Water District, and shall control the party's rights and obligations with respect to any rebates available to the Applicant or party installing the water main.

1. GENERAL INFORMATION

Applicant/Installer
Name(s):_____

_____

Address:_____

_____

Location of Water System
Improvement:_____

_____

_____

General Description of Improvement (attach diagram if necessary):

_____

_____

_____

_____

Parcels to be served by new facility

Assessor Parcel No.	Parcel Size (acre)	Owners Name & Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Cost of Pipeline Extension

	Quantity	Units	Unit Cost	Amount
Pipeline Installation	_____	_____	_____	_____
Service Connections	_____	_____	_____	_____
Other (detail)	_____	_____	_____	_____
Total Estimated Cost	_____	_____	_____	_____

Contractor's Name _____

Address _____

_____

Contractor License No._____ _____

Others responsible for installation_____

_____

_____

_____

II. CONSTRUCTION REQUIREMENT

Starting of Work and Time for Completion

Applicant shall commence work on the project within _____ calendar days after execution of this Agreement and, unless delayed by one of the causes mentioned below, all construction work shall be completed not later than _____ calendar days from the date hereof. Applicant's failure to so complete the construction to the satisfaction of Bella Vista Water District within the time stated above shall be considered a breach of this agreement and entitle Bella Vista Water District to demand payment under either the performance bond or letter of credit provided by Applicant to insure their performance hereunder, and Bella Vista Water district may thereafter complete the project in accordance with the plans and specifications.

Charges & Liens

The Applicant and/or its Contractor shall pay all charges and liens incurred for labor and materials used in the construction of the project as they become due. Should the Applicant or Contractor fail to pay any such charge, Bella Vista Water District may pay the same on behalf of the Contractor or Applicant and shall be reimbursed by the Contractor or Applicant for the payment, on demand.

Completion Guarantee

Prior to commencement of construction of the project the Applicant shall provide a good and sufficient performance bond for the benefit of Bella Vista Water District in the amount set forth above as the Total Estimated Cost in Part I. The purpose of such bond is to insure completion of the project should Applicant default in any of its obligations hereunder. Such bond as required under this paragraph may be in either of the following forms:

(1) Performance Bond issued to Bella Vista Water District, guaranteeing completion of the project on or before the required time of completion as required by this Agreement, the issuing surety to be approved prior to acceptance by Bella Vista Water District; or

(2) Irrevocable Letter of Credit naming Bella Vista Water District as beneficiary, and issued by a financial institution acceptable to Bella Vista Water District, with an expiration date not sooner than the required time of completion as required by this Agreement.

Installation According to District Approved Plans and Specs

The improvements installed in accordance with this Agreement shall be installed and completed in accordance with detailed plans and specifications prepared by a registered Civil Engineer and approved by the District prior to start of construction and the District retains the absolute discretion to determine the kind and quality of work and materials to be utilized. As the work progresses, the District reserves the right to amend and adapt the plans and specifications to meet the conditions on the Job Site as they may develop. Any costs arising from such preparation and or revision of plans shall be the responsibility of the Applicant.

Standard Specifications

Bella Vista Water District adopts and maintains Standard Specifications for the purpose of setting forth the minimum applicable requirements for water works construction. Such Standard Specifications are applicable to *all projects* for which acceptance by the Bella Vista Water District will ultimately be requested. A copy of the current applicable Standard Specifications is delivered with this Agreement and its terms and conditions are incorporated in this Agreement in their entirety, as though fully set forth. By affixing their signatures to this Agreement, the Applicant and any and all contractors and material men who may participate in completion of the Project agree to be bound thereby.

Contractors Installing Facility

The installation applied for and all work done in connection therewith, shall be performed and completed by a contractor, licensed in the state of California, to perform underground construction to the satisfaction of the District. Applicant and its contractors shall permit District personnel access to the Job Site and the Project at all times to permit inspection and to insure that the Project is being completed both in a timely manner, and in accordance with the agreed upon plans and specifications.

Property and Rights-of-Way

No work shall be performed, nor installation made until all necessary and suitable real property accesses are secured and the necessary easements or fee interests are properly transferred to the District. In connection with this Requirement, Applicant shall secure such access by deeded easement or fee interest to the Bella Vista Water District, after first obtaining approval for the described access from District engineers. Applicant shall further provide a preliminary title report in connection with tendering the executed easement or grant deed, showing that the grantor named therein is vested with title to be transferred to Bella Vista Water District, subject only to real property tax liens not yet delinquent, and with necessary consents to subordination from other lien holders, if any.

Applicant's Responsibility

The Applicant shall take all responsibility for work under this Agreement including: all risk of loss resulting from (1) the nature or character of the work; (2) the nature of the ground in or on which the work is to be performed which is different from what is expected; (3) delays occasioned by weather, floods, unforeseen difficulties, accidents or any other causes.

Indemnity Agreement

Applicant further agrees to indemnify and hold harmless the District, its employees, agents, directors and officers from all claims of any kind arising from the performance of work under this Agreement, including claims for personal injury or death, claims for damage to property, and claims for loss of business, and including all such claims that may be presented or asserted by officers or employees of the Applicant, its contractors or subcontractors, officers or employees of the District, officers or employees of the Contractor or subcontractors, and third parties for failure

to so provide in any contract it lets.

Insurance Requirements

Prior to commencement of construction of the Project, the Contractor or Applicant shall provide to Bella Vista Water District, insurance coverage in an amount not less than $1,000,000.00. Proposed insurance coverage shall be submitted to Bella Vista Water District prior to commencement of work. The District's approval of this Agreement and permission to commence project construction shall be conditioned on the District's prior approval of the proposed insurance coverage. Such insurance coverage shall require that Bella Vista Water District is named as an additional insured and shall provide notice of at least thirty (30) days prior to any material change or cancellation of such coverage. The above-described coverage shall be in addition to any performance bond or letter of credit required herein with respect to the construction of the project as set forth above.

Delay or Failure to Complete

In the event of a failure to complete the project in a timely manner and as previously agreed upon, Bella Vista Water District will have the right to make a call on the letter of credit or performance bond furnished as a condition of this Project, and thereafter complete the project.

Unavoidable Delays and Defaults

Either party, Applicant or Bella Vista Water District, shall be excused for any delays or defaults by that party in the performance of this Agreement unavoidably caused by the act of the other, the act of any agent of the other, the act of any governmental authority, the act of any public enemy, acts of God, the elements, or other causes beyond that party's control. Each party shall use diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default.

Notice of Completion

Applicant shall execute and deliver to the District a notice of completion that the project is ready for final inspection and acceptance by the Bella Vista Water District. Upon receipt of such notice, the District shall promptly inspect the facility and thereafter notify the Applicant of any defects or deficiencies that require correction (including real property access issues, if not previously resolved). If no such deficiencies are present, the District shall thereafter place acceptance of the facilities into the District on the agenda for the next available Board meeting for presentation and acceptance by the Board.

Workmanship Guarantee

Notwithstanding acceptance of the Project, Applicant guarantees that all work performed by Applicant or its Contractors, and all structures furnished and installed or constructed under this Agreement shall fully meet or exceed all requirements of the plans and specifications and the Standard Specifications in effect at the time the work is completed. Such guarantee shall extend for a period of twelve (12) months from the date the completed project is accepted by the District.

To insure such guarantee, the District may require an extension of the performance bond or letter of credit given by Applicant, as set forth above for the entire warranty period.

Title

Immediately upon acceptance of the completed Project, all right, title and interest in and to the facility constructed in accordance with this Agreement shall vest in the Bella Vista Water District.

Area Not to be Served before Acceptance

Nothing in this Agreement, nor the provision of temporary service by the District shall be construed as an agreement or undertaking to serve any area or person unless and until this Agreement has been performed in its entirety by Applicant and the facilities have been accepted by the District.

Other Agreements

Any supplemental or other agreements between Applicant and the District are set forth in Addenda to this Agreement and shall be attached hereto and executed by the party to be charged.

III. PIPELINE REBATE POLICY - GENERAL TERMS & CONDITIONS

General Policy

It shall be the policy of the Bella Vista Water District to require extensions attached to the water system to be of adequate size to serve all potential benefited landowners, allocating the cost as fairly as possible. For some installations, the District may require over sizing from that pipe size necessary to serve potential benefited landowners in order to comply with an orderly development of District facilities. Over sizing cost will be chargeable to the Applicant, and is likewise available for rebates under the District over sizing policy as part of the total cost of the project installation. The determination of whether a particular line requires over sizing is within the sole discretion of the Bella Vista Water District, and subject to approval of its Board of Directors.

For the purpose of this Agreement, Applicant agrees that extension of the line installed under this Agreement to serve non-contiguous lands do not constitute a "hook-up" and are not subject to this rebate agreement nor to any charges for the purpose of reimbursing the Applicant who paid for the original installation.

Cost Allocation

At such time as the District receives sufficient information, it shall prepare an estimate of the allocation of cost of the proposed extension. The allocation of cost to each potential benefited landowner shall be furnished to the Applicant upon demand. The allocation of cost for rebate purposes shall be on the basis of total potential acreage to be served, contiguous to the pipeline thereby calculating a per/acre rebate, and thereafter multiplying such amount by the actual parcel size requesting service.

Approval by Board of Directors

Prior to acceptance of this Agreement, the Board of Directors must approve the proposed extension. Prior to approval, the Board reserves the right to reject, amend, or order further study of any proposed extension. Upon approval of the proposed extension by the Board of Directors, the installation of specified water facilities will commence in accordance with the provisions set forth in the Agreement.

Applicant Paying for Original Installation

The District shall maintain a record of each person or entity paying for the original installation of the extension constructed pursuant to this Agreement. The record shall include the name and address of each such person or entity and it shall be the Applicant's responsibility to notify the District of any subsequent change of address or ownership. Failure to so notify the District of any subsequent address change shall result in a *waiver* of the right to receive any rebate that may be available under this Agreement.

Notice of Completion and Final Cost Estimate Provided to District

Upon completion and approval of the pipeline, the installer shall furnish the District with "as built" drawings of the pipeline along with the itemized total final cost for rebate purposes. If after ninety (90) days from acceptance of the facility by the Board of Directors into the Bella Vista Water District system the requested information is not supplied to the District office, the District may determine that the Applicant is ineligible for the rebates provided by this Agreement.

Notice of Available Service to Benefited Parcels

Upon completion of the installation of the pipeline, upon a final determination of its cost, upon acceptance into the District system, and upon receipt of the "as built" drawings required from the Applicant and final cost total, the District shall notify all landowners contiguous to the pipeline that water service is available, and it shall notify them of the repayment plan set forth in this Agreement. Potentially benefited landowners will have a period of ninety (90) days within which to respond to the notice, and within which to tender their proportionate share of the line installation cost in order to avoid the surcharge for later hookups, as described below.

Payment Received Within 90 Days

Any payment received within the 90 day period after notice is given to potentially benefited landowners shall be transmitted to Applicant without offset for bookkeeping charges, or other costs. Payments received thereafter shall be subject to a 10% bookkeeping charge, as set forth below, by the District for the maintenance of records necessary for implementation of this Agreement.

Surcharge for Late Hookups

District customers who request service from the line constructed by Applicant after the initial 90 day period, will be required to pay, in addition to their proportionate share of the cost, 5% annual interest on their proportionate share of the cost of installation, calculated from the date the project was accepted by the Board of Directors into the District's system. Such sums received shall

thereafter be transmitted to the Applicant, less 10% of the amount received, which will be applied to District funds to compensate for bookkeeping time and materials. In the event a later customer was not considered a potential benefited landowner, the charge for hookup to the extension will be determined by the District and the amount forwarded to Applicant without interest, but less the 10% bookkeeping charge.

Waiver of Interest by Applicant

Applicant may waive the interest accrued on a late hookup to the line extension by providing the District with written notice thereof prior to any rebates being paid to Applicant. Such waiver shall be applicable for all rebates paid to Applicant under this Agreement, and is non-revocable.

Term of Agreement

The term of this Agreement and the District's obligation to account for, collect, and transmit rebates to the Applicant is ten (10) years from the date of this agreement by the Board of Directors. Thereafter, no rebates will be available to the Applicant.

No Other Agreement

The District does not undertake to reimburse any proponent of an extension except as specifically provided in this Agreement.

IV. GENERAL PROVISIONS

Notices

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either the District or the Applicant, by the other shall be given in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed, or in lieu of personal service, when deposited in the United States mail, first-class postage paid, addressed as follows:

Bella Vista Water District
11368 E. Stillwater Way
Redding, CA 96003

Future Line Extensions

For the purpose of this Agreement, Applicant agrees that further extension of the line installed under this Agreement to serve noncontiguous lands do not constitute a "hookup" and are not subject to this Rebate Agreement nor to any charges for the purpose of reimbursing the Applicant who paid for the original installation.

Sole and Only Agreement

This document constitutes the sole and only agreement of the parties to this Agreement relating to

the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect. Any other documents which form part of this Agreement must be incorporated by reference.

Modifications or Amendments

Any modification or amendment to this Agreement must be in writing, signed by both parties and specifically reference that it modifies the terms of this Agreement. Such modifications may take the form of "change orders" or amendments. The Line Rebate Policy set forth in this Agreement shall control notwithstanding any subsequent amendments to the District's Line Rebate Policy at such future time.

Attorney's Fees

Should any litigation be commenced between the parties to this Agreement concerning the project, or any provision of this Agreement, or the rights and obligations of the parties in relation to this Agreement, the party prevailing in the litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party's attorney's fees in the litigation.

DATED THIS _____ DAY OF _____, 20____, AND EXECUTED AT REDDING, CALIFORNIA.

BELLA VISTA WATER DISTRICT APPLICANT(S)

_____ _____

David J. Coxey, General Manager

Appendix D

METER SIZING

TABLE D-1
METER CLASSES AND CAPACITIES

Meter Size	Meter Type	Meter Capacities			Minimum Acreage For Meter Classes
		Low Flow	Max Continuous	Max Intermittent	
CLASS 20					
5/8	Disc	0.25	15	25	n.a.
5/8	Multi-Jet[1]	0.25	15	20	
5/8	Ultrasonic	0.1	25	25	
CLASS 30					
3/4	Multi-Jet[1]	0.5	20	30	n.a.
3/4	Disc	0.375	25	35	
3/4	Ultrasonic	0.1	32	32	
CLASS 50					
1	Multi-Jet[1]	0.75	30	50	2.00
1	Disc	0.75	50	70	
1	Ultrasonic	0.4	55	55	
CLASS 100					
1 1/2	Multi-Jet[1]	1.5	75	100	4.00
1 1/2	Disc	1.25	80	120	
1 1/2	Ultrasonic	0.4	100	100	
2	Propeller[1]	45	100	120	
CLASS 160					
2	Disc	1.5	100	170	9.00
2	Multi-Jet[1]	2	120	160	
2	Ultrasonic	0.5	160	160	
CLASS 200					
2	Compound	0.25	170	200	15
1 1/2	Turbine		160	200	
CLASS 300[3]					
3	Propeller[1]	40	250	300	n.a.
2	Turbine	4	200	310	
CLASS 450					
3	Compound	0.25	400	450	20.00
3	Turbine	4	450	550	
4	Propeller[1]	85	500	600	

Meter Size	Meter Type	Meter Capacities			Minimum Acreage For Meter Classes
		Low Flow	Max Continuous	Max Intermittent	
CLASS 900					
4	Compound	0.375	800	1000	44.00
3	Mag	3	950	950	
CLASS 1200					
4	Turbine	6	1000	1250	89.00
6	Propeller[1]	160	1200	1300	
CLASS 1500					
4	Mag	5	1500	1500	119.00
CLASS 2000					
6	Compound	0.375	1500	2000	149.00
CLASS 2500					
6	Turbine	12	2000	2500	199.00
CLASS 3300					
6	Mag	11	3360	3360	249.00
CLASS 4500					
8	Turbine	20	3500	4500	329.00
8	Compound	1.25	3500	4500	
CLASS 6000					
10	Turbine	30	5500	7000	449.00
8	Mag	20	6000	6000	

Notes:

1. There are some legacy "multi-jet," "propeller" and "turbine" meters still in service; however, the District no longer installs new multi-jet, propeller, or turbine meters. For smaller meters (Class 160 and below) existing meters are replaced with "Disc" meters. U.L. rated "ultrasonic" meters are typically used in new meter installations serving buildings that require fire sprinklers.
2. When replacing meters in areas of low pressure (less than 40 psi) customers may submit a request that a meter one "Class" above the standard meter class that would be installed per Table D-3. The request will be evaluated based on fixture counts and measured irrigation demands. District staff will review all such requests and make a determination whether or not the request is justified.
3. Class 300 meters are legacy meters and no new Class 300 meters will be installed.

As referenced in various sections of the Policy Manual the highest allowable meter class shall be limited in accordance with the following criteria.

Table D-2
Meter Sizing based on Initial Service Line Size and Material

Service Material	Service Size	Max Flow (gpm) @ 10 fps	Highest Allowable Meter Classes
Copper	1-inch	24	30
	2-inch	94	100
Poly-E	1-inch	19	30
	1½-inch	39	30
	2-inch	67	50
PVC Sch 40 or Steel / Cast Iron	2-inch	105	100
	3-inch	230	200
	4-inch	397	450
	6-inch	900	900
	8-inch	1559	2000
	10-inch	2458	2500
	12-inch	3489	4500

Table D-3 Meter Sizing based on Parcel Size			
Meter Class	Recommended Maximum Rate for Intermittent Operations (gpm)	Irrigable Acreage @ 10 gpm for household use plus 10 gpm/acre based on Recommended Max. Rates for Intermittent Operations	Minimum Acreage For Meter Classes
20	20	1.00	n.a.
30	30	2.00	n.a.
50	50	4.00	2.00
100	100	9.00	4.00
160	160	15.00	9.00
200	200	19.00	15.00
450	450	44.00	19.00
900	900	89.00	44.00
1200	1200	119.0	89.00
1500	1500	149.0	119.00
2000	2000	199.0	149.00
2500	2500	249.0	199.00
3300	3300	329.0	249.00
4500	4500	449.0	329.00
6000	6000	599.0	449.00

Appendix E

BELLA VISTA WATER DISTRICT
11368 E. STILLWATER WAY, REDDING, CA 96003
(530) 241-1085
www.bvwd.org

SCHEDULE OF BIMONTHLY WATER RATES

RESIDENTIAL, MULTI-UNIT DWELLINGS, RURAL, COMMERCIAL, PUBLIC INSTITUTIONAL AND LANDSCAPE IRRIGATION

Meter Class	Base Rates
20	$ 56.24
30	$ 60.25
50	$ 66.60
100	$ 78.27
160	$ 88.83
200	$ 94.79
300	$ 107.46
450	$ 122.97
900	$ 158.00
1200	$ 176.50
1500	$ 192.80
2000	$ 216.68
2500	$ 237.72
3300	$ 267.40
4500	$ 305.82
6000	$ 347.18

The commodity rate is $1.00 per HCF (One hundred cubic foot).

Water Treatment Plant Improvement Loan Repayment

$14.00 bimonthly charge for all customers.

Fire Service Rates

Line Size	Base Rate
2	$ 34.00
3	$ 48.00
4	$ 72.00
6	$102.00
8	$131.00
10	$169.00

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY
REDDING, CA 96003
(530) 241-1085 ♦ (530) 241-8354
www.bvwd.org

SCHEDULE OF BIMONTHLY WATER RATES

AGRICULTURAL

Meter Class	Base Rates
50	$ 105.80
100	$ 119.31
160	$ 131.53
200	$ 138.41
300	$ 153.07
450	$ 171.02
900	$ 211.55
1200	$ 232.95
1500	$ 251.81
2000	$ 279.44
2500	$ 303.79
3300	$ 338.13
4500	$ 382.57
6000	$ 430.43

The commodity rate is $138.40 per acre-foot ($0.3177 per HCF)

Water Treatment Plant Improvement Loan Repayment

$14.00 bimonthly charge for all customers.

NDU Credit

Agricultural accounts that have no domestic use will receive a $24.43 bimonthly base charge reduction referred to as a NDU credit.

Appendix F

WILL SERVE LETTER POLICY

Bella Vista Water District (the "District") provides water services within the District's Service Boundary in Shasta County, California. Periodically, the District receives from a property owner requests for the District to provide to a regulatory agency a "Will Serve Letter." A Will Serve Letter provides notification to the regulatory agency and the applicant that the District has sufficient water and facilities available to serve the property/properties and that the District will serve the real property/properties owned by the applicant subject to this policy and conditions contained in the Will Serve Letter. Will Serve Letters will be considered by the District upon receipt of a complete application and will describe the location, type of service and the specific conditions under which the District will provide service. Residential Developments of four (4) or fewer parcels may be approved by the District's General Manager. Subdivision and Commercial Developments must be approved by the Board of Directors. This Will Serve Policy adopted by the Board of Directors of the District sets forth the policies of the District with respect to the issuance of Will Serve Letters.

The District's General Manager will report on any Will Serve Letters issued by the District at the next regularly scheduled Board of Directors meeting.

Additionally, the District's General Manager will provide a report annually on the status of all issued and unexpired Will Serve Letters during the planning process for the upcoming fiscal year.

Section 1 - Will Serve Letters

1. District Will Serve Letters are issued to regulatory agencies consistent with this policy and on behalf of an applicant to provide an indication of the District's willingness and ability to provide domestic water service to real property/properties within the District's Service Boundary. A Will Serve Letter outlines the general conditions under which the District will provide such water service. It is the District's conditional commitment to provide domestic water service to new customers.

2. The District will not issue a Will Serve Letter for real property which is not within the District's Boundary at the time of the request for the Will Serve Letter.

Section 2 - Eligibility & Criteria

1. Applications for Will Serve Letters requesting water service outside of the District's then existing Service Boundary will only be processed upon approval of an annexation of the affected real property by the District's Board of Directors in accordance with the District's adopted Annexation Policy and contingent upon completion of the annexation

of the real property into the District's Service Boundary through the Shasta County Local Agency Formation Commission, and obtaining Bureau of Reclamation approval for inclusion of the real property within the District's Service Area, at the applicant's sole cost and expense.

2. A Will Serve Letter issued by the District to an applicant shall terminate at the sooner to occur of four (4) years after the date of the Will Serve Letter or (unless connection to the District water system has been made prior to the termination or expiration of any use permit, tentative map or parcel division approval) upon the termination or expiration of any building permit issued to the applicant for construction of improvements on the real property which is the subject of the Will Serve Letter.

3. Connection of water services as provided in a Will Serve Letter shall be contingent upon the District, at the time of request for connection, having sufficient water based upon their contractual entitlements and owned water, and shall further be contingent upon the District having sufficient treatment and delivery capacity to comply with all laws and regulations concerning the delivery of domestic water. All District commitments to deliver water shall, during shortage conditions, be subject to the provisions of the then current Water Shortage Contingency Plan and/or adopted Water Shortage Emergency Measures.

Section 3 - District Fees and Costs

1. Applicants for Will Serve Letters shall be responsible for payment or reimbursement to the District as provided in this policy of all District fees and costs in existence on the date that a request by the applicant for connection to the District's water system is made. Connections to the District's water system will be made only to real property which has, at the time of the request for connection, a valid building permit.

2. The District establishes and periodically updates fees, charges, and cost reimbursements that are applicable to the connection of water service to real property being developed in the District. The fees established by the District which are applicable to a Will Serve Letter for which an applicant will be responsible are as set forth on **Exhibit A** attached hereto.

3. District fees and costs are normally updated not more frequently than annually although additional fees and costs may be adopted by the District's Board of Directors at any time. An applicant for a Will Serve Letter shall be responsible at the time that such fees are to be collected to pay to or reimburse the District for all fees and costs in existence on the date of the request for connection.

Section 4 - Application for Will Serve Letter - Form

1. Any person or entity requesting a Will Serve Letter from the District shall fully complete and submit to the District an "Application for Will Serve Letter" in the form attached hereto as **Exhibit B**. The application will not be considered received by the District until such time as all information required thereon has been provided and the form has been duly executed as provided in the form.

2. An applicant will be required to pay at the time of the submission of the Application for the Will Serve Letter those District administrative fees then in effect for the submissions of an Application for Will Serve Letter together with any deposits required for engineering fees and attorneys' fees, all as provided on **Exhibit A** hereto.

3. Following receipt by the District of a complete Application for Will Serve Letter, together with any fees or costs required at the time of the filing of the application, the District will have up to 21 days to review the request. During the review process the District may require the applicant to furnish the District with such other and further information as the District deems pertinent to review and process the application. If during the District's initial review of the application, the District determines that there are additional fees or costs which are required to evaluate and process the application, the District will provide an estimate of these additional fees and costs in writing to the applicant. The District requires collection of all fees and costs at the times provided in **Exhibit A** hereto. Will Serve requests that must be approved by the District's Board of Directors will be presented to the Board for their consideration at their next regularly scheduled meeting following the completion of the review process.

4. The District will not provide water service to any property in the event of non-payment of any applicable fees or costs.

Section 5 –Development Agreement

1. Applicants who request a Will Serve Letter from the District to supply water to a proposed development which requires the construction of new or additional District water distribution system improvements in order to provide water service requested, will be required to enter into a Development Agreement between the applicant and the District.

2. The Development Agreement will set forth all terms and conditions of water service for the applicant by the District and will describe in detail the responsibilities of the applicant and the District with respect to the construction of and payment for any required District water distribution system improvements.

3. In the event that a Development Agreement is required for the applicant's proposed development, the applicant will be responsible to execute and deliver the Development Agreement prior to approval of project improvement plans by the District's General Manager and to pay or to reimburse the District for fees and expenses incurred by the District for its District Engineer and attorney in the preparation of the Development Agreement.

Section 6 – Water Supply

1. For Will Serve Letters requiring board approval the applicant must provide a water supply to mitigate for the potentially significant impact that new development with newly created water demands may have on the District's existing customers in shortage years.

2. For connections within Shasta County and/or the City of Redding, water supply must be provided as follows: A water supply agreement, accepted by the District's Board of Directors, between a water supplier and the District. This agreement must provide for all water use required by the new development in shortage years at a cost to the District equal to the current applicable USBR M&I cost as defined by the District's Water Service Contract (any additional costs will be in a separate agreement between applicant and supplier as needed).

The Will Serve Policy was originally adopted by the Bella Vista Water District on October 27, 2014. The most recent revisions were adopted on April 24, 2023.

Appendix F

EXHIBIT "A"

WILL SERVE LETTER FEE SCHEDULE

Administrative Fees

Administrative Fees are to be paid at the time an application for a will serve letter or application for connection to the District is received, whichever first occurs.

(a) District Administrative Overhead Filing & Research …….……..... $ 500.00 (or as superseded in the District Policy Manual "Appendix A – Schedule of Rates and Charges")

(b) Projects requiring an "Agreement for Water System Improvements" shall first execute a Reimbursement Agreement setting forth the terms and conditions to reimburse the District for all project related expenses including staff, engineering and legal expenses associated with the project and preparation of the Off Site Improvements/Development Agreement.

Engineering and Attorney Fees

For subdivisions that will create more than 4 parcels and commercial/industrial projects that will require review by the District's Engineer and/or Attorney a deposit of $500.00 (or as superseded in the District Policy Manual "Appendix A – Schedule of Rates and Charges") each for engineering and attorney fees is to be collected at the time the District receives an application. After the District's receipt of a complete application, applicants will be provided with an estimate of all District Engineering and Attorney fees to be incurred. Estimated Engineering and Attorney fees in excess of the initial deposit are to be paid upon receipt of the estimate. Engineering and Attorney fees in excess of the deposits will be billed to the applicant by the District upon receipt of the bills thereafter, and are payable immediately. Deposits in excess of final billing will be refunded to the applicant.

Connection Fees

Connection fees are to be paid at the time the real property is connected to the District water system. Connection fees include the following fees and costs pursuant to District's Policy as amended: Capital Improvement Fees, Water Meter Set Fees and Service Line Installation Fees. , and written Statemen of Water Supply

Appendix F
EXHIBIT B

APPLICATION FOR WILL SERVE LETTER

Date: _____

APPLICANT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

E-Mail: _____

PROPERTY INFORMATION

Location of Property(s): _____

_____

Legal Description: _____

_____

_____

(Include Section, Township and Range)

Assessor's Parcel Number (APN) of lot(s) to be served: _____

_____

Service address of parcel(s) served: _____

_____

Planning Department Planner and
Development Number: _____

Type of Use:

a) Single Family Residence Yes ☐ No ☐
b) Multi Family Residence Yes ☐ No ☐
c) Residential Development
(Including Residential Subdivisions) Yes ☐ No ☐
d) Commercial/Industrial Yes ☐ No ☐

Number of Units: _____ Type: _____

THE FOLLOWING ITEMS MUST BE SUBMITTED

1. Application for Will Serve Letter. (Appendix F, EXHIBIT B)
2. Notarized "Request for Will Serve Letter" Form
3. Proposed development drawings: (1) paper set and (1) electronic set in PDF format
4. Completed Hazard Assessment Questionnaire
5. A written statement addressing how the Developer will provide a water supply to mitigate the significant impact to existing customers. (Appendix F, Will Service Letter Policy, Section 6)
6. Check payable to Bella Vista Water District for all associated fees (Appendix F, Exhibit "A", Administrative Fees

Please Note: All required forms, fees, drawings, and written Statemen of Water Supply must be submitted at the time of application. The application will not be accepted if incomplete.

WILL SERVE LETTER ADDRESSEE INFORMATION

This Will Serve Letter needs to be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: Fax #:

E-Mail: _____

Property Owner(s) Name, Address and Phone Number:

Name:	Address:	Phone #;
_____	_____	_____
_____	_____	_____

I (We) the undersigned applicant(s) do hereby request a Will Serve Letter from Bella Vista Water District for the real property(s) described in this application. The undersigned certifies under penalty of perjury that I (we) have the authority to make this request and have provided correct information. I (we) understand and agree that I (we) will be responsible for and will pay all fees and costs associated with the Will Serve Letter as provided for in the Will Serve Policy of the Bella Vista Water District.

Dated this _____ day of _____ 20_____

_____

_____

(Notarial Acknowledgement Required)

Appendix F
EXHIBIT C
Standard Will Serve Letter

{Date}

City of Redding	or	Shasta County Department of Resource Management
Building Department		Planning Division
P.O. Box 496071		1855 Placer Street, Suite 103
Redding, CA 96049-6071		Redding, CA 96001-1759

Re: {Project Name and (Parcel Map, APN, or Proponent)}

This is to inform you that the above referenced real property lies within the Bella Vista Water District's current contract boundary.

Water service by the District to this project will be provided contingent upon compliance with all rules, regulations, policies, resolutions, fees, and specifications that are in effect at the time connection to the District's water system is requested.

The District requires receipt of and an opportunity to comment on:

1. Tentative maps for the real property or use permit applications as the case may be;
2. Review and acceptance of improvement plans for construction of needed water system improvements; and
3. Review and acceptance of completed water system improvements whether on site or off site and which are associated with this property

{And, if applicable}

{4. Completion of the conditions as set forth in an "Agreement for Water System Improvements" for the proposed project. (Note: This project will require an Agreement for Water System Improvements between the applicant and the District with terms and conditions as provided by the District.}

Connection of water service as provided in a Will Serve Letter shall be contingent upon the District, at the time of request for connection, having sufficient water based upon their contractual entitlements and owned water, and shall further be contingent upon the District having sufficient treatment and delivery capacity to comply with all laws and regulations concerning the delivery of domestic water. All District commitments to deliver water shall, during water supply shortage conditions, be subject to the provisions of the then current District Water Shortage Contingency Plan and/or Adopted Water Shortage Emergency Measures.

This Will Serve Letter shall terminate at the sooner to occur of either four (four) years after the date of the Will Serve Letter or upon the termination or expiration of any building permit issued to the applicant for construction of improvements on the real property which is the subject of the Will Serve Letter (unless connection to the District water system has been made prior to the termination or expiration of any use permit, tentative map or parcel division approval).

Should you require additional information, please contact the District office.

Sincerely,

General Manager or District Engineer

cc: File

Appendix G

BELLA VISTA WATER DISTRICT
CONVEYANCE AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 20__, by and between the BELLA VISTA WATER DISTRICT, hereinafter referred to as "District" and {Developer's Name (in CAPS)}, hereinafter referred to as "Developer".

Recitals

WHEREAS, Developer has prepared or caused to be prepared, at Developer's sole cost, expense, and responsibility, plans and specifications entitled {Project known as, etc.}, (filed in District's office as {District's file name}"), as prepared by {Name of Project's Engineer} for construction of water system improvements consisting generally of {Description listing length & diameter of pipe, etc.} and all appurtenances thereto, to provide treated water to Shasta County AP {PARCEL NO.}, a copy of which is attached hereto marked Exhibit "A" and made a part of this Agreement; and

WHEREAS, the plans and specifications contained in Exhibit "A" meet with the State Water Resources Control Board Drinking Water Program and District Engineer's acceptance; and

WHEREAS, the facilities and lands to be served treated water by said water system improvements lie within the boundaries of the District and are more particularly described in Exhibit "A"; and

WHEREAS, Developer desires District to accept said water system improvements into District's overall water system upon completion; and

WHEREAS, District, subject to the following terms and conditions, as well as those contained in the District's Regulations relating to water service, is willing to accept said water system improvements upon completion, provided the water system improvements are constructed in accordance with the District's adopted policies, Design Standards, Construction Standards, plans and specifications and in a manner meeting District's approval;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1 - RECITALS: The recitals contained herein are an integral part of this Agreement.

ARTICLE 2 - PLANS: Attached hereto marked Exhibit "A" and made a part of this Agreement is one set of plans reduced to 11" x 17", prepared by the Developer's licensed civil engineer, and consisting of {Number of Sheets in the Plan Set} sheets, and specifications for construction of water system improvements. The District's acceptance of these plans and specifications does not constitute a warranty or guaranty by District of proper design nor does it relieve Developer of responsibility for the proper design and construction of the improvements thereon.

ARTICLE 3 - CONNECTION FEES: The District's Policy Manual "Exhibit A Schedule of Rates and Charges" as adopted by the Board of Directors and amended from time to time, sets forth the applicable schedule of fees, rates and charges and is hereby incorporated by reference. Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions or modifications to Policy Manual "Exhibit A" or any other District policies, rules, or regulations. All parties hereby agree hereto that District is entitled to those connection fees (the sum of the meter, service installation and applicable Capital Improvement Fee) as specified in Policy Manual "Exhibit A". District shall collect said connection fees for each parcel at the time that application for water service is made. It shall be incumbent upon the water service applicant to pay the then current connection fees and all other applicable fees and charges.

ARTICLE 4 - ENGINEERING, PLAN-CHECK, AND INSPECTION SERVICES PERFORMED BY DISTRICT: District and Developer understand and agree that Developer shall assume the cost and expense of District's performance of "engineering, plan-check, and inspection services", hereinafter referred to as "inspection", in connection with Developer's construction of water system improvements described in Exhibit "A" attached hereto. Developer shall execute a Reimbursement Agreement in accordance with the District's adopted Reimbursement Policy. The Developer agrees to pay any balance due prior to offering the improvements to District. District shall not accept conveyance until any balance due is paid. The primary purpose of this paragraph within Article 4 is intended to compensate and reimburse District for any and all inspection services performed in connection with Developer's construction of water system facilities described in Exhibit "A" attached hereto. District's acceptance of payment for inspection services performed is not a warranty or guarantee by District of proper design or proper specifications of materials or construction.

ARTICLE 5 - LABOR AND MATERIAL PAYMENT BONDING REQUIREMENTS: The Developer shall defend and indemnify the District against all claims for nonpayment of labor, material, and other obligations incurred by the Developer, its agents, contractors, employees, and assigns. The estimated cost of construction of the water system improvements is $_____.

Should the estimated cost of constructing the improvements be less than $50,000 at the time of offering the water system improvements to the District, the Developer shall provide a written "OFFER OF DEDICATION" in the form as described in Exhibit "C" attached hereto and made a part hereof. The "OFFER OF DEDICATION" shall state inter alia that the improvements are free and clear of all liens, encumbrances, and other expense.

Should the estimated cost of constructing the water system improvements be less than $500,000, but more than $50,000, in addition to supplying a written "OFFER OF DEDICATION" in the form as described in Exhibit "C", the Developer shall either submit a "RELEASE" agreement in the form of Exhibit "D", attached hereto and made a part hereof, from each and every contractor, subcontractor, corporation, firm, person, or business entity furnishing materials for or performing labor or other services in performing the terms and provisions of this Agreement, or a Labor and Material Payment Bond to the District in the form prescribed by Exhibit "E" attached hereto and made a part hereof the principal sum of not less than the estimated construction cost as provided herein. In addition, Developer shall maintain an accurate and current list of all

contractors, subcontractors, business entities, corporations, firms, and/or persons performing the terms and provisions of this Agreement, and shall make this list available to the District upon request.

Should the estimated cost of constructing the water system improvements be less than $500,000, but more than $50,000, in addition to supplying a written "OFFER OF DEDICATION" in the form as described in Exhibit "C", the Developer shall either submit a "RELEASE" agreement in the form of Exhibit "D", attached hereto and made a part hereof, from each and every contractor, subcontractor, corporation, firm, person, or business entity furnishing materials for or performing labor or other services in performing the terms and provisions of this Agreement, or a Labor and Material Payment Bond to the District in the form prescribed by Exhibit "E" attached hereto and made a part hereof the principal sum of not less than the estimated construction cost as provided herein. In addition, Developer shall maintain an accurate and current list of all contractors, subcontractors, business entities, corporations, firms, and/or persons performing the terms and provisions of this Agreement, and shall make this list available to the District upon request.

Should the estimated cost of constructing the water system improvements be in excess of $500,000, the Developer shall, prior to commencing construction, submit a Labor and Material Payment Bond in the form as shown in Exhibit "E" attached hereto and made a part hereof. The bond shall be obtained at the sole cost of Developer and shall be in a principal amount of not less than the estimated cost of construction as set forth herein. In addition, the Developer shall, at the time of offering the water system improvements to the District, provide an "OFFER OF DEDICATION" statement in the form as set forth in Exhibit "C", attached hereto and made a part hereof, which statement verifies that the water system improvements are free and clear of all liens, encumbrances, and other expense.

ARTICLE 6 - INSURANCE REQUIREMENTS: Prior to Developer's commencement of construction of the water system improvements as otherwise set forth in the terms and provisions of this Agreement, general liability insurance naming the District as an additional named insured shall be taken out and maintained for the duration of this Conveyance Agreement by Developer or Developer's contractor for claims for damages to property, personal injury, bodily injury, and accidental death. The types of insurance covered under the general liability policy shall include, but not be limited to, comprehensive form, premises-operations, underground hazard, products completed operations hazard, broad form property damage, independent contractor, and personal injury. Prior to any blasting operations for removal of rock, stumps, or other materials from the work area, the general liability policy must also contain explosion and collapse hazard coverage. It shall also include coverage for Products, Completed Operations liability losses for a period of 12 months from the date of District's acceptance of the completed works. (This time period corresponds with the 12-month maintenance bond requirement.) All insurance acquired under the terms of this article must be obtained through an insurance company authorized and licensed to do business in the State of California. All of the insurance shall be provided on policy forms and through companies satisfactory to the BELLA VISTA WATER DISTRICT. The general liability policy shall contain minimum limits of liability as follows:

1. Bodily Injury: $1,000,000 for each occurrence, $1,000,000 aggregate

2. Property Damage: $500,000 each occurrence, $1,000,000 aggregate

General Liability Insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage and other provisions as required by the District.

The certificate of insurance shall also have a description of operations/locations/vehicles that refers specifically to the water system improvements.

ARTICLE 7 - PROOF OF INSURANCE: The Developer shall submit or cause to be submitted a copy of the insurance policy(ies) with endorsements and exclusions, and shall submit a certified copy of the endorsement naming the District as additional insured to the District as proof of general liability insurance as required by this Agreement. Developer shall receive District approval that the insurance requirements of this Agreement have been met. The Developer must receive this approval prior to the start of construction pursuant to the terms of this Agreement.

ARTICLE 8 - HOLD HARMLESS AND INDEMNIFICATION: Developer shall hold District and District's agents, officers, and employees harmless from any and all claims, lawsuits, acts, or omissions arising out of Developer's performance of the terms and conditions of this Agreement. Likewise, Developer shall defend and/or pay the cost of defending and indemnifying District together with District's Agents, employees, and officers from all civil proceedings, claims, and/or judgments including, but not limited to, payment of all attorney fees and litigation costs.

ARTICLE 9 – INSPECTION OF WORK: Developer shall give the District two working days' advance notice prior to Developer's contractor starting any work associated with the water system improvements and shall keep District informed of construction schedules throughout the course of the work in order for District to properly schedule inspection personnel. It is suggested that Developer's contractor provide District submittals on any materials proposed for the water system improvements for approval prior to purchase.

ARTICLE 10 - BEGINNING OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to commence within nine (9) months from the date of this Agreement.

For purposes of this Article, Developer's commencement of construction shall not be deemed to have occurred upon one or any combination of the following actions or events:

1. Bid advertisement
2. Execution of contracts or bonds
3. Ordering of material and supplies or the delivery and stockpiling of materials and supplies on the job site.
4. Clearing and grubbing for or construction of roads including the completion of rough subgrade work.

District and Developer understand and agree that construction upon the water system improvements shall be deemed to have commenced when Developer causes its properly-licensed contractor to excavate and backfill pipeline in excess of 10 percent of the total water system to be constructed pursuant to the terms of this Agreement. The District Engineer shall make the

determination as to the percentage of water system caused to be constructed and installed by Developer.

ARTICLE 11 - CONSTRUCTION: Developer shall cause the water system improvements described in Exhibit "A" to be constructed by a properly-licensed contractor, without expense to District, and District shall not be responsible for any of the cost of said improvements. The Developer is not acting as a contractor, agent, official, or representative of District in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by Developer. The approval of the plans and specifications as presented by Developer shall not be deemed as a warranty or guarantee by District of proper design or proper specifications of materials or construction. District specifically relies upon the design and specifications as prepared or caused to be prepared by Developer as being in keeping with the requirements of District, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character. The Developer will provide a licensed civil engineer to act as the project engineer during construction.

ARTICLE 12 - NOTIFICATION OF DEVIATIONS OR FAILURES: District agrees to notify Developer in writing as to any deviations or failure in construction of the water system improvements pursuant to said plans and specifications, and the requirements of said District as soon as any deviation is brought to District's attention, and Developer shall immediately cause such deviation or failure to be corrected at the sole cost of Developer. Developer agrees that District is not, by inspection of the construction or installation of the improvements, representing Developer or providing a substitute for inspection and control of the work by Developer. Developer agrees that any inspections and observations of the work by District are for the sole purposes of providing notice of the stage and character of the work. Developer agrees that the failure of the District to note variances from the plans and specifications for the project does not excuse or exempt Developer from complying with all terms of these plans and specifications.

ARTICLE 13 - REBATE FOR MONIES EXPENDED BY DEVELOPER: Should Developer desire a rebate for the monies expended in the installation and construction of water system improvements as provided in the terms and provisions of this Agreement in addition to all other monies expended for the acquisition of rights of way and employment of engineers and contractors for construction, planning, and design of the water system improvements, then Developer shall request such rebate in writing and deliver such writing to District headquarters at least 30 days prior to conveyance of the water system improvements to District as provided in Article 16 herein. District, upon receiving Developer's written request for a rebate for monies expended pursuant to the terms and provisions of this Agreement, will then determine whether or not Developer is entitled to a rebate pursuant to District policies, rules, and regulations then in effect. Should District determine that Developer may be entitled to a rebate, then the District, in its sole discretion, may enter into a rebate agreement with Developer which shall provide for the method and manner by which Developer would achieve reimbursement of its monies expended for the construction and installation of the water system improvements. Should the District, in its discretion, determine to enter into a rebate agreement with Developer, such agreement shall be prepared and entered into prior to Developer's conveyance of water distribution facilities

to District, all as set forth in Article 16 herein. The rebate agreement shall provide for the method and manner by which District may assist Developer in obtaining a rebate for a portion of monies expended by Developer for the water system improvements constructed pursuant to the terms of this Agreement.

The Developer is advised that for facilities installed with public funds, the Labor Code requires that all craftsmen, mechanics and laborers be paid the local prevailing wages. The District has not ascertained whether or not a rebate could be construed as public funding. The Developer assumes all risk as to whether a rebate could be construed as public funding, and indemnifies the District from all liability claims arising or alleged to arise from construction wages not conforming to local prevailing wages.

IF DISTRICT PARTICIPATION (Fee Credit or District Contribution) IS INVOLVED, INCLUDE THE FOLLOWING:

ARTICLE 14 – PREVAILING WAGES The Developer's attention is directed to and the Developer shall comply with Sections 1720 to 1780, inclusive of the California Labor Code.

All craftsman, mechanics, and laborers employed or working upon the site of the work (water system improvements) will be paid unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the wage determination which is referenced herein and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Developer, the Developer's Contractor and subcontractors and such laborers and mechanics.

In accordance with Section 1770 of the Labor Code, the District has ascertained that the local prevailing wage rates shall be as determined by the California Department of Industrial Relations. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1". The Internet address is http://www.dir.ca.gov/. The wage determination shall be posted by the Developer's Contractor before start of work, throughout the work, and at the site of work in a prominent place where it can easily be seen by the workers.

The Developer, the Developer's Contractor, and his subcontractors shall comply with Section 1775 of the California Labor Code concerning the payment of prevailing rate of per diem wages. In accordance with this section, should the Developer's Contractor or his subcontractor fail to pay prevailing rates, the Labor Commissioner may assess monetary forfeitures. The Developer will be responsible for payment of any penalties. A labor and material payment bond is required as specified in this Conveyance Agreement.

ARTICLE 15 - COMPLETION OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to be completed within one and one-half (1-1/2) years from the date of this Agreement.

For the purposes of this Article, Developer's completion of the construction shall occur upon the District's accepting conveyance of the water system improvements pursuant to ARTICLE 16 of this Agreement. Developer further understands and agrees that District may withhold acceptance of Developer's proposed dedication of the facilities should the District Engineer determine that any portion of the water system improvements have failed to pass appropriate pressure and leakage tests or that samples of water taken from the treated water lines and tested are determined not to be safe by the District Engineer. Developer understands and agrees the District may also withhold acceptance of the proposed dedication of water system should the District Engineer determine that Developer failed to complete all other construction either over, under or adjacent to the water system improvements including but not limited to final road grade, paving, curbs, gutters, sidewalks, all other utilities, and restoration of rights of way.

ARTICLE 16 - CONVEYANCE: Upon completion of the water system improvements in a manner meeting District's approval, Developer shall immediately convey said improvements and title thereto free and clear of all liens, encumbrances and expense to District by such conveyance and documents as deemed necessary by District, including but not limited to the following:

1. An executed "OFFER OF DEDICATION" (Exhibit "C") offering the water system improvements shown on Exhibit "A" to the District.

2. "RELEASE" statements (Exhibit "D") from every contractor, subcontractor, corporation, firm or business entity furnishing materials for or performing labor or other services, *OR* a Labor and Material Payment Bond (Exhibit "E"), all as specified in Article 5.

3. Developer shall provide District with proof satisfactory to District that Developer has acquired all local, state, and federal permits, maps or licenses and that Developer shall comply with all local, state and federal rules, ordinances and regulations relevant to the real property on, over or under which the water system improvements are situated.

4. Payment of any balance due for engineering, plan-check, and inspection services performed by District.

5. The Developer/Contractor shall keep an accurate record of all approved deviations from the plans and shall provide reproducible and electronic "contract record drawings" of the improvements constructed, in accordance with the District's current Design Standards, prior to final acceptance of the completed improvements.

6. All easements and rights-of-way required by District.

7. The Developer-constructed water system shall be flushed (or re-flushed) and shall pass bacteriological testing no earlier than 14 calendar days prior to the date the General

Manager accepts the Offer of Dedication. The Developer shall provide for proper drainage and de- chlorination equipment during flushing operations.

8. Developer shall furnish a Maintenance Bond in the form prescribed in Exhibit "F" attached hereto and made part hereof in an amount of not less than 20 percent of construction cost of the water system improvements protecting the District against any failure of the work due to faulty materials, poor workmanship, or defective equipment within a period of one year following acceptance of the "OFFER OF DEDICATION" of the water system improvements by the District's Board of Directors.

In place of a Maintenance Bond, the Developer may offer a certificate of deposit or an irrevocable letter of credit meeting the District's approval as to form and financial institute utilized. Certificates of deposit used in lieu of a maintenance bond must be opened either in the Developer's name and specifically assigned to the District or opened on behalf of the District only. The signatory for the District shall be the General Manager of the District.

District, upon approving the work in writing, shall present to its Board of Directors for acceptance the "OFFER OF DEDICATION" of the water system improvements and include said improvements into its overall water system and shall operate, maintain, and repair said improvements except as specified during the warranty period.

ARTICLE 17 - APPLICATION FOR WATER: No water shall be delivered to or conveyed by or through the water system improvements shown on Exhibit "A", other than for testing purposes, until said water system is conveyed to District, formally accepted by the District's Board of Directors, and proper applications for water service have been filed with District and accepted.

ARTICLE 18 - OBLIGATION FOR PIPELINES AND/OR FACILITIES: District shall be under no obligation to provide additional pipelines and/or facilities in order to serve water to Developer's project. Upon acceptance of the water system improvements by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.

ARTICLE 19 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time.

ARTICLE 20 - ASSIGNMENT: No transfer or assignment may be made by Developer of this Agreement or any part or interest of law unless such transfer or assignment is approved in writing by the District, provided further that District shall not unreasonably withhold consent to transfer or assignment. In the event of such transfer or assignment, District may, at its sole option and in addition to any other remedy that it may have, elect to terminate this Agreement.
ARTICLE 21 - NOTICES: The mailing addresses of District and Developer for purposes of giving any notice required pursuant to this Agreement are as follows:

DISTRICT	DEVELOPER
BELLA VISTA WATER DISTRICT 11368 East Stillwater Way Redding, CA 96003	{Developer's Name (in CAPS)} {Street address of Developer} {City, state, and zip code of Developer}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BELLA VISTA WATER DISTRICT

By

_____

President

By

_____

Secretary

DEVELOPER

By

_____

By

_____

Exhibit A

DEVELOPER'S IMPROVEMENT PLANS

Exhibit B

SCHEDULE OF FEES, RATES AND CHARGES

Insert a current copy of the applicable fees from Policy Manual "Appendix A – Schedule of Fees, Rates and Charges" as revised and superseded.

Exhibit C

OFFER OF DEDICATION

I/We hereby extend an offer to convey, transfer, and dedicate all rights, title, and interest in and to that certain water system and appurtenances more particularly described in Exhibit "A" attached to the Agreement by and between BELLA VISTA WATER DISTRICT and {Developer's Name (in CAPS)} hereinafter referred to as DEVELOPER, dated__, 20__ , a copy of which is on file in District headquarters located in Redding, California; to BELLA VISTA WATER DISTRICT, assuring and warranting to said District that the water system for the project known as {Project known as, etc.} (filed in District's office as "{District's file name}"), is free and clear of all liens, encumbrances, and other expense.

I/We have constructed or caused the construction and installation of the water system and improvements described in Exhibit "A" attached to said Agreement, and do hereby assure and warrant to BELLA VISTA WATER DISTRICT that the water system improvement facilities together with the contractors, subcontractors, employees, or agents of the Developer have been fully and completely paid and there exist no liens, encumbrances, stop notices, or claims on the water system improvement facilities or by any of the subcontractors, employees, or agents against the water system improvement facilities constructed pursuant to the terms of the above Agreement or against BELLA VISTA WATER DISTRICT.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____day of___ _____, 20__ _____, in the City of_____ _____, County of_____, State of California.

Developer

By_____

By_____

We accept this "OFFER OF DEDICATION" made by _____ _____on this_____day of_____, 20_____.

BELLA VISTA WATER DISTRICT

By_____
General Manager

Note: All blanks must be completed properly; otherwise, the BELLA VISTA WATER DISTRICT will not accept the Offer.

Exhibit D

RELEASE

FOR ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, jointly, severally, and individually releases and forever discharges the Developer, {Developer's Name (in CAPS)}, and BELLA VISTA WATER DISTRICT, together with all other persons, firms, business entities, irrigation districts, and government entities whatsoever of and from any and all actions, causes of action, claims, demands, damages, stop notice actions, costs, expenses, liens, and compensation on account of or in any way growing out of the construction, installation, and work of those certain water system facilities described in the Conveyance Agreement dated _____. 20 , by and between BELLA VISTA WATER DISTRICT and the Developer named above; the project being known as {Project known as, etc.}, (filed in District's office as "{District's file name}").

Individual or Firm

_____
(Print Name)

_____
(Address)

_____
(City) (State) (Zip)

By

_____
(Signature)

_____
(Title) (Date)

Note: All blanks must be completed; otherwise the BELLA VISTA WATER DISTRICT will not accept the release.

Exhibit E

LABOR AND MATERIAL PAYMENT BOND

By this Agreement _____

Of _____, hereinafter referred

to as "Principal", and _____

of _____

(a corporation certified as a corporation admitted to do business in the State of California as a surety insurer), hereinafter referred to as "Surety" are held and firmly bound to BELLA VISTA WATER DISTRICT, hereinafter referred to as "District", and to any and all persons who perform labor upon, or furnish material to be used in, or furnish appliances, trucks, or power contributing to the work to be performed under an agreement (filed in District's office as "{District's file name}"), hereinafter specifically described in the amounts of _____ ($ _____), for the payment of which Principal and Surety hereby bind themselves, their heirs, legal representatives, successors, and assigns, jointly and severally.

On the date of _____, 20___, Principal entered into an agreement with District for the principal purposes of constructing or providing for the construction of certain water system improvements, together with appurtenances thereto, to which agreement references are made for further particulars. A copy of the Agreement is attached hereto labeled Exhibit "A" and made a part hereof.

The condition of this obligation is that if the Principal shall promptly and faithfully make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor thereof including all amounts due for materials, lubricants, labor, in the prosecution of the work provided for in the Agreement attached hereto as Exhibit "A" and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, power, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all other labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

FOR VALUE RECEIVED, the Surety hereby agrees that no change, extension of time, alteration, or addition to the terms of the Agreement attached hereto as Exhibit "A" or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this Bond, and said Surety does hereby waive notice of any such change, extension of time, alteration, or addition or modification to the terms of the Agreement or to the work to be performed or to the specifications.

The lien claimants to whom the provisions of this Bond inure shall have a right of action to recover hereon in any suit brought to foreclose liens as provided by the Mechanics Lien Laws and Public Work Lien Laws of the State of California, or in a separate suit brought hereon. No final settlement or compromise between the District and the Developer shall abridge the right of any

beneficiary hereunder to pursue such remedies as may be provided such beneficiary by California Law.`

IN WITNESS WHEREOF, this Labor and Material Payment Bond is executed on the _____day of_____, 20_____. in the City of _____, County of _____, State of California.

_____

[Seal]

_____

"PRINCIPAL"

_____

[Seal]

_____

"SURETY"

State of California }
} ss
County of_____}

Subscribed and sworn to before me this_____day of_____, 20_____

_____, at

_____, California.

_____
Notary Public

(1) No_____

Exhibit F

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, 2)_____ hereinafter called "Principal", and (3)_____of_____, hereinafter called "Surety", are held and firmly bound unto the BELLA VISTA WATER DISTRICT, 11368 East Stillwater Way, Redding, California 96003, hereinafter called "Obligee", in the sum of (5) _____Dollars, (6)($_____ for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, jointly, severally, and firmly by these presents together with their heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas, the said Principal has entered into a certain Agreement with the Obligee (filed in District's office as "{District's file name}") dated (7)_____, this Maintenance Bond being Exhibit "F" of that Agreement, for the construction and the installation of water system improvements and all appurtenances thereto, the conditions of said Agreement being made a part hereof, wherein Principal agrees to repair, maintain, and remedy the water system improvements and all appurtenances for a period of one year following the date of Obligee's acceptance of the conveyance of the water system improvements and appurtenances.

NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of one year following the date on which the Board of Directors of the Obligee formally accepts conveyance of work described herein, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, this Maintenance Bond is executed on the _____ day of _____, 20____, in the City of _____, County of _____, State of California.

(Seal) (8)

_____
(If Applicable)

(9)
By _____
"PRINCIPAL"

(Seal) (10)_____

_____

(11)
By_____
"SURETY"

(12) Address _____

_____

State of California }
}
County of _____ }

Subscribed and sworn to before me this _____ day of _____, 20_____, at _____, California.

_____
Notary Public

(1) Surety's Bond number for reference.
(2) Same as "Developer" in Conveyance Agreement.
(3) Full name of Surety Company.
(4) State in which it was duly organized.
(5) Amount as agreed to by District Engineer - spell out.
(6) Numerical dollar amount.
(7) Date of Agreement with the District.
(8) Type or print Principals (correct) Corporate, Partnership, or individual's name, as the case may be.
(9) Signature and seal, if applicable, must be witnessed and notarized.
(10) Type or print Surety's corporate name.
(11) Signature and seal must be witnessed and notarized. If signatory for Surety is Attorney-in-fact, attach the proper Power of Attorney.
(12) Enter mailing address of Surety for purposes of giving any notice pursuant to this Maintenance Bond.

Exhibit G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ _____a (2) _____

hereinafter called "Principal" and (3)_____

of_____State of_____hereinafter called the "Surety", are held and firmly bound unto Bella Vista Water District, hereinafter called "Owner", in the penal sum of _____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a certain agreement with the Owner, dated the_____day of_____, 20___, a copy of which is hereto attached and made a part hereof for the construction of the _____ _____ including all appurtenances thereto, all as set forth in the attached agreement.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such agreement, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the developer shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of_____, 20_____.

ATTEST:

_____ _____

(Principal) Secretary Principal

(Seal) By _____

_____

(Witness as to Principal) (Address)

ATTEST:

_____

(Address)

_____

(Surety) Secretary (Seal)

_____ _____

(Witness as to Surety) Surety

_____

(Address)

By _____

Attorney-in-Fact

NOTE: Date of Bond must not be prior to date of Agreement.

1) Correct name of Developer.
2) A Corporation, A Partnership, or an Individual, as case may be.
3) Correct name of Surety.
4) If Principal is a Partnership, all partners must execute bond.

Appendix H

Revision History

Revised August 10, 1993	Revised June 22, 2015
Revised October 26, 1993	Revised January 1, 2016
Revised February 8, 1994	Revised January 25, 2016
Revised March 8, 1994	Revised April 26, 2016
Revised July 12, 1994	Revised May 23, 2016
Revised November 8, 1994	Revised January 1, 2017
Revised January 3, 1995	Revised September 25, 2017
Revised February 14, 1995	Revised January 1, 2018
Revised May 14, 1996	Revised March 1, 2018
Revised July 23, 1996	Revised January 1, 2019
Revised November 12, 1996	Revised May 1, 2019
Revised January 14, 1997	Revised January 1, 2020
Revised September 9, 1997	Revised January 27, 2020
Revised November 13, 1997	Revised May 1, 2020
Revised January 6, 1998	Revised December 21, 2020
Revised January 5, 1999	Revised January 1, 2021
Revised March 9, 1999	Revised May 1, 2021
Revised April 20, 1999	Revised January 1, 2022
Revised May 16, 2000	Revised May 1, 2022
Revised August 8, 2000	Revised January 1, 2023
Revised January 11, 2001	Revised March 28, 2023
Revised June 12, 2001	Revised April 24, 2023
Revised January 11, 2002	Revised January 1, 2024
Revised June 11, 2002	Revised May 1, 2024
Revised January 1, 2004	Revised January 1, 2025
Revised March 1, 2005	Revised June 23, 2025
Revised April 30, 2007	Revised January 1, 2026
Revised February 25, 2008	Revised May 1, 2026
Revised January 26, 2009	Revised August 24, 2026
Revised August 24, 2009	
Revised December 28, 2009	
Revised December 20, 2010	
Revised January 1, 2012	
Revised March 5, 2012	
Revised July 22, 2013	
Revised January 1, 2014	
Revised April 1, 2014	
Revised October 27, 2014	
Revised January 1, 2015	