Chapter _____
WATER USE

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ARTICLE I.
General Provisions

Short title.

This chapter shall be known and may be cited as "Groveland Community Services District Water Ordinance."

Words and phrases.

For the purpose of this ordinance, all words used in this chapter in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

Water system.

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

Pressure conditions.

All applicants for service connections or water service, by accepting such service, are deemed, and consent, to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the GCSD harmless from any damages arising out of low pressure or high pressure conditions or interruptions in service.

Tampering with GCSD property.

No one except an employee or representative of the GCSD shall at any time in any manner operate, interfere with, or tamper with District property and the Public Water System including, but not limited to, the curbstops or valves, main stops, gates or valves, or street mains.

Ruling final.

All rulings of the General Manager shall be final unless, where appeal to the Board of Directors is allowed, appealed in writing to the Board of Directors within five days of the date of mailing of the General Manager's ruling. When appealed, all rulings of the Board shall be final.

Interruption in Service.

GCSD shall not be liable for damage that may result from an interruption in service from a cause beyond the control of the GCSD.

Ground Wire Attachment.

Ground wire connections to any plumbing which ultimately is connected to the GCSD Water System is prohibited unless approved in writing by the General Manager.

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Unpermitted Connections.

Any person connecting to the District Water System without written authorization from the District shall be liable for all damages caused to the Public Water System including, but not limited to, sanitizing the Public Water System, payment of any water the General Manager estimates was taken through the connection at existing rates, and all other fines and penalties applicable.

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ARTICLE II.
Definitions

Comment [J1]: Why not in alphabetical order?

Definitions.

Certain words and phrases are defined in this action to clarify their use in this chapter. When a clarification is not given, or where a question of interpretation arises, the definition that shall continue is the normal meaning of the word within the context of its use.

GCSD or District. "GCSD" or the "District" means Groveland Community Services District.

Board. "Board" means the Board of Directors of the Groveland Community Services District.

Distribution Mains. "Distribution mains" mean water lines in streets, highways, alleys, and easements used for public and private fire protection and for general distribution of water.

Service or Service Connection. "Service" or "Service Connection" means the pipeline and appurtenant facilities such as the curb stop, meter and meter box, if any, all used to extend water service from a distribution main to premises. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

Public Fire Protection Service. "Public fire protection service" means the service and facilities of the entire water supply, storage and distribution system of the GCSD, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

Regular Water Service. "Regular Water Service" means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.

Temporary Water Service. "Temporary Water Service" means water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.

Private Fire Protection Service. "Private fire protection service" means water service and facilities for building sprinkler system, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.

Standby Service. "Standby service" means a connection to a GCSD water line that is not normally used on a regular basis.

Premises. "Premises" means a lot or parcel of real property under one ownership, except that each dwelling unit, whether or not separate and any other separate structure under one roof,

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shall be deemed separate premises. However, motels, office buildings, and structures of like nature may be classified by resolution of the GCSD Board as a single premise.

Cross-Connection. "Cross-connection" means any physical connection between the piping system from the GCSD service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the GCSD distribution mains.

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

Tenant. "Tenant" – any customer who does not have legal title to the premises occupied, that is, renter, lessee, agent, concessionaire, etc. and occupies the premises with the permission of the property owner.

Person. "Person" means any individual, firm, company, partnership, association and private or public or municipal corporations, the United States of America, the state of California, districts and all political subdivisions and governmental agencies.

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

Equivalent Meter Unit and EMU. "Equivalent Meter Unit" and "EMU" means a ratio of a water meter is the nominal capacity (peak or non-peak use, depending on application) of that water meter divided by the nominal capacity of a 5/8-inch water meter.

Capacity Charge. "Capacity Charge" means a one-time charge paid when a new connection is made to the District Water System as defined in Government Code Section 66013(a)(3) established by resolution of the Board of Directors.

Connection Fee. "Connection Fee" means a one-time charge for the physical connection to the District Water System as defined in Government Code Section 66013(a)(5) established by resolution of the Board of Directors.

Public Water System and District Water System. "Public Water System" and "District Water System" means the water system owned and operated by the District including, but not limited to, all pump stations and water mains.

Property. "Property" means a legal parcel of real property.

Ordinance. "Ordinance" means the Groveland Community Services District Water Ordinance.

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Applicant. "Applicant" means the Owner of the Property or their agent as designated in writing.

Customer. "Customer" means the Owner or registered tenant of Property receiving Service.

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ARTICLE III.
Notices

Ordinance Applies to All

The purpose of this Ordinance is to safeguard health, property, and public welfare by regulatein and controlling the design, construction and quality of materials used in the public water systems. Except otherwise herein stated, all of the provisions of this Ordinance shall apply to all buildings and structures heretofore erected or to be erected, and all connections heretofore made to the public water system in the District.

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Notices to customers.

Unless otherwise set forth in this Ordinance, all required notices from the GCSD to a Customer shall be given in writing, and either delivered to the Property receiving s~~S~~ervice or mailed to the address where bills are sent. Where conditions warrant and in emergencies as determined by the General Manager, the GCSD may provide notice either via telephone or e-mail.

Notices from customers.

Notice from a customer to the GCSD shall be in writing and given by either hand delivery to the District's main office or mail addressed to the attention of either (1) the General Manager or designee or (2) an officer or agent duly authorized by the Board of Directors to receive notices.

~~Notices from customers.~~

~~Notice from a customer to the GCSD shall be in writing and given by either hand delivery to the District's main office or mail addressed to the attention of either (1) the General Manager or designee or (2) an officer or agent duly authorized by the Board of Directors to receive notices.~~

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ARTICLE IV.
Application for Regular Water Service Where No Main Extension Required

Application for water service.

Any Person desiring Regular Water Service, where no main extension is required, shall submit an application to the District using -the form provided by the GCSD. The application shall be signed by the Owner and accompanied by a copy of the property's Recorded Deed ~~or~~and Plot Map when submitted to the District. Application forms may be changed from time to time by the General Manager. Applicant must provide engineered water demand and fire flow calculations.

Undertaking of Applicant.

The submission of an application shall constitute the Applicant's agreement to comply with this Ordinance and other ordinances or regulations relating to the Regular Water Service, including, but not limited to, the timely payment of Services billed.

Payment for previous service.

An application will not be considered if there is outstanding amounts the Applicant owes the District for any water Service previously rendered to the Applicant by the GCSD.

Installation of services.

Regular Water Service shall be installed within the public utility easement at the location desired by ~~the Applicant~~the District. and of the size approved by the General Manager. Service installation for new subdivisions shall be subject to a written service agreement approved by the Board of Directors. All Service connections shall be installed by the GCSD, or a licensed contractor approved by GCSD, at the expense of the Applicant which shall be deposited with GCSD before the installation.

Changes in Customer's use or equipment.

Customers making any material change in the size, character or extent of the equipment utilizing water Service, or whose change in use results in an increase in the use of water in excess of the approved application, shall immediately provide the GCSD written notice stating the nature of the change or use and, if necessary as determined by the General Manager, submit application to amend their existing approved application prior to the change in equipment or increase in water use-.

Connection charges.

The Applicant shall pay in full all Connection Fees and Capacity Charges prior to approval of the application, the amount of which shall be fixed, from time to time, by resolution of the GCSD Board for each dwelling unit or other building, structure, or separate occupancy to be provided water service, whether or not separate connections for such units are required.

Separate Connection for each structure.

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Each separate building or structure designed for habitable occupancy, including habitable residential garages and businesses, shall be required to have a separate water and meter Service application approved by the General Manager prior to connecting to the GCSD Water System.

~~Previous dwelling units not separately metered.~~

~~Dwelling units such as historical buildings, shall pay in addition to the appropriate rate established for the size of the existing meter, a monthly service charge based on the ¾ inch meter size rate for each additional unit.~~

Comment [J2]: Confusing. Shouldn't it state "each separate structure designed for habitable occupancy?" The first sentence makes it sound like ALL separate structures, including habitable ones.

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Comment [LN3]: Added

ARTICLE V.
Application for Regular Water Service When Main Extension Required

Main extensions.

The following rules are established for connections requiring an extension of a water main:

Application. Any Owner of one or more lots or parcels or subdivided tract of land desiring to connect to the Public Water System where, in the opinion of the General Manager, one or more main extensions are ~~requiredto~~required to serve said Property, shall submit a written application to the GCSD on a form provided by the District containing the legal description of the premises to be served and tract number ~~therefor~~therefore, be accompanied by a map showing the location of the proposed connection, and provide any additional information which may be required by the General Manager.~~, and.~~

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Determination. Upon receipt of any application under Section 5.1.1~~-~~, the General Manager shall determine whether in his/her judgment a main extension will be required before GCSD will provide service. Applicant must provide engineered water demand and Fire Flow calculations.

Board Approval of Main Extension Application. Upon receipt of the application, the General Manager shall review the application of the proposed extension and submit his opinion and the estimated cost thereof to the Board for approval.

Ruling on Main Extension Application. The Board shall consider the main extension application and the opinion of the General Manager ~~-~~before ruling on the application. The Board may, in its sole discretion, reject the application or authorize the General Manager to negotiate a written service agreement for Board approval detailing the conditions of the approved main extension. The Board's ruling shall be final.

Main Extension Agreement. If a main extension is required and approved by the Board, the Owner of the Property and the District shall inter into a ~~written service agreement~~Will Serve Agreement approved by Board of Directors, ~~-~~that shall, among other things, set forth the manner and location of installation of the main ~~extension ,~~extension, including compliance with the GCSD Operational Policies and Procedures Manual as it exists at the time the agreement is entered into.

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GCSD shall condition approval of a main extension installation and agreement upon dedication of the main extension and easement rights to GCSD.

Dedication of Main Extensions to GCSD. All main extensions approved in accordance with this Ordinance shall be dedicated to GCSD, together with easements as determined necessary by the General Manager, by the Owner prior to the right to use the main extension. Thereafter the main extensions shall remain the property of the GCSD. GCSD will determine on a case by case basis accepting main line extensions.

Dead-End Lines. No dead-end main extension lines shall be permitted, except as recommended by the General Manager and approved by the Board which shall require the Applicant to install an automatic flushing device. In cases where, subsequent to the approval of a dead-end line by the Board, another dead-end line is planned in sufficient proximity to make connection feasible, and such connection is recommended by the General Manager and approved by the Board, the dead-end lines shall be connected, the cost of which shall be borne by the subsequent dead-end line Applicant.

Extent and Design. All main extensions may, at the discretion of the General Manager, may extend to the far property line of developed property. If additional Property is developed on the same lot after installation of a main extension, the main extension may be extended to the far Property line of the additionally developed Property. All main extensions shall be subject to design approval by the General Manager——and the Board.

Installation of Extension Main.

All main extensions and Service connections shall be installed by the Applicant at their expense with installation made in compliance with GCSD standards and design, including inspection of all extensions by GCSD.

Connection Charges.

Where a main extension is required, including new subdivisions , the Applicant shall deposit the applicable Connection Fee and Capacity Charge for each Service Connection with the GCSD prior to the connecting the main extension to the existing GCSD main.

ARTICLE VI.
Connection Requirements

Installations.

All Service shall be metered. The Service Connection, whether located on public or private property, from and including the meter to the water main is the property of the District and part of the District Water System. The District shall have the right to access the Service for inspection, repair, replacement and maintenance, including, but not limited to, removing Service upon discontinuance of service.

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Service Connections.

The Service shall be installed from the water main to the property line of the Property within the public utility ~~easement .~~easement. The service between the water meter and the building served by the Service shall be the private property of the customer and shall be maintained by the customer at their expense.

Meter Installations.

Only authorized employees or agents of the District, or licensed contractors approved by the General Manager will be permitted to install a Service Connection from the District's main to and including the water meter. Water meters will be installed within the public utility easement and are the property of the District and part of the District Water System. The District Water System shall not be subject to any charges of any kind by the Property Owner.

Size and Location.

The size of Service Connections, meters, and their location shall be subject to approval by the General Manager. The installation, including the meter, shall be the property of the District. The Property Owner shall be responsible for complying with all applicable District requirements and County building codes for plumbing installed downstream of the water meter.

Angle Meter Stop.

Every service connection installed by the District shall be equipped with an angle meter stop. The stop is to be located on the District's side of the water meter. If the stop is damaged by the Customer's use, replacement shall be at the customer's expense. The customer shall install and maintain an isolation or shut-off valve within one foot of the water meter on the customer's side of the service installation.

Meter Tests.

A Customer may request that his/her meter be tested by the District for a fee of $25.00 ~~at the Customer's expense by the District~~ if he/she feels it reading inaccurately. If the meter test determines the meter is reading inaccurately, the usage will be adjusted and billed under the following conditions:

Adjustment for Meter Errors – Fast Meters. If a meter, tested at the request of a customer pursuant to Section 68.6, is found to be more than two percent (2%) fast, the excess charges for the time service was rendered to the customer requesting the test or for a period of six months, whichever is less, shall be credited to the customer's account and the meter or meter register will be changed by the District.

Adjustment for Meter Errors – Slow Meters. If a meter, tested at the request of a customer pursuant to Section 8.6, is found to more than 5% slow (i.e., registered less than 95% of actual flow) the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the time service was rendered to the customer but not exceeding a period of six months and the meter or meter register will be changed by the District.

Comment [J4]: What expense? We don't have a fee for this?.

Comment [LN5]: There is a fee, 25.00 section A2.03, something that was never enforced. Only if the read is accurate, do we bill them for the service.

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Non-Registering Meters. If a meter is found not registering, then the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by District.

ARTICLE VII.
General Use Regulations

Water use limitations.

GCSD water shall be limited in use to domestic, commercial, or industrial use including normal yard upkeep only. The use of GCSD water for extensive irrigation is prohibited.

Number of services per premises.

The Applicant may apply for as many Services as may be reasonably required for ~~his~~ their premises; provided, that the pipe line system for each service be independent of the others and that they not be interconnected; and provided further, that larger service lines may be required by the ~~Board~~ GCSD at their discretion for purposes of insuring adequate service pressures. The cost of all services shall be borne by the applicant. There will be a separate connection charge for each service.

Supply to Separate Structures.

Each house, habitable structure, dwelling unit, or dwelling unit within a community housing project, for which application for water service is made, shall have a separate service connection, including a separate meter. A h~~H~~abitable structure is defined as 1) any structure where human occupancy is permitted by Tuolumne County and 2) any structure with living, kitchen, or any bathroom facilities. A detached garage or hangar with only a utility sink and/or bathroom is not considered habitable.

Comment [J6]: Would add these terms to the definition part. Still seems as though there is too much ambiguity amongst these.

Interruptions in service.

The GCSD shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the GCSD. Temporary shutdowns may be made by the GCSD to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns. The GCSD will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.

Responsibility for equipment on customer's premises.

All facilities installed by the GCSD on private property for the purpose of rendering water service shall remain the property of the GCSD and may be maintained, repaired or replaced by the GCSD without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining said facilities on private property. No persons shall place or permit the placement of any object in a manner which will interfere with the free access to a meter box or will interfere with the reading of a meter where installed. If a customer violates this

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policy, the District will impose a Fifty dollar ($50) fine to the account. The District shall not be responsible for any damage to any unpermitted structures located above the Service Connection caused by the maintenance and/or replacement of any component of the Service.

Comment [J7]: Maybe impose fee for violation of this policy after it's violated twice?

Damage to water system facilities.

The customer shall be liable for any damage to the GCSD-owned customer water service facilities, including when such damage is from causes originating on the Premises receiving Service including, but not limited to, acts or omission of customer or their tenants, agents, employees, contractors, licensees or permittees, that resulting in the breaking or destruction of locks on or near a meter, the electronic read transmitter (ERT), 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 GCSD shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

Control valve on the customer property.

The customer shall provide a valve on their~~his~~ side of the service installation as close as is practicable to the street, highway, alley or easement in which the water main serving the customer's property is located to control the flow of water to the piping on their premises. The customer shall not use the service curb stop to turn water on and off for their convenience. Customers may install a control valve on the property owner's side of the meter.

Pressure Relief Valve (Shut off Valve).

To protect the customer's plumbing system, the customer may install and maintain ~~at their own expense~~ a pressure relief valve at their own expense. When check valves or other backflow devices have been installed on the downstream side of the water meter, the relief valve shall be installed between the check valves, as close as possible to the water meter location, and the water heater.

Comment [NB8]: Where is the check valve located?

Pressure Regulator.

A pressure regulator approved by the General Manager shall be installed and maintained by the customer on each connection where the water pressure at the meter exceeds 80 pounds per square inch (psi), per the Uniform Plumbing Code. The customer shall install the pressure regulator in accordance with direction from the GCSD and in compliance with any applicable code requirements of the County of Tuolumne

Cross-connection control.

Purpose. The GCSD Board declares that the purpose of this section is to protect the public water supply against actual or potential cross-connections by:

~~7.9.1.1.~~ 7.10.1.1. Requiring abandonment of private wells before premises connect to GCSD water supply or by isolating within the premises contamination or pollution that may occur because of some undiscovered or unauthorized cross-connection on the premises; or the installation of a GCSD approved backflow prevention device will be required;

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~~7.9.1.2.~~ 7.10.1.2. To eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;

~~7.9.1.3.~~ 7.10.1.3. To eliminate cross-connection between the drinking water systems and other sources of water or process water used for any purpose whatsoever which jeopardize the safety of the drinking water supply, or the installation of an approved Backflow Prevention Device;

~~7.9.1.4.~~ 7.10.1.4. To prevent the making of cross-connections in the future;

~~7.9.1.5.~~ 7.10.1.5. To protect the drinking water supply within the premises, where plumbing defects or cross-connections may endanger the drinking water supply available on the premises;~~.~~

This section is to be reasonably interpreted. It is the intent of this section to recognize that there are varying degrees of hazard and to apply the principle that the degree of protection should be commensurate with the degree of hazard as determined by the District.

Definitions. For the purpose of this section 7.9, the following words and phrases shall have the meaning respectively ascribed to them by this section:

~~7.9.3.1.~~ 7.10.3.1. "Air-gap separation" means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least 2.5 times the diameter of the supply pipe, measured vertically above the top rim of the vessel. Supply pipes less than one-inch diameter shall have a minimum air-gap of 2.5 inches.

Comment [NB9]: Why?- It is CODE.

~~7.9.3.2.~~ 7.10.3.2. "Approved" means as approved by GCSD and, where appropriate~~, Tuolumne~~, Tuolumne ~~County~~ .County.

~~7.9.3.3.~~ 7.10.3.3. "Double check-valve assembly" means an Approved assembly of two independently acting, approved check valves, including tightly closing shut-off valves on each end of the check-valve assembly and suitable connections available for testing the water tightness of each valve. To be approved these devices must be readily accessible for maintenance and testing and in no case shall be less than 12 inches above the flood level of the surrounding ground or floor and in a location where no part of the assembly will be submerged.

~~7.9.3.4.~~ 7.10.3.4. "Reduced pressure principle backflow prevention device" means an Approved device incorporating two or more independently acting, approved check valves and an automatically operating differential relief valve located between the two checks, two shut-off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between check valves shall be less than the supply pressure. In case of leakage of either

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check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air-gap in the device. To be approved, these devices must be readily accessible for maintenance and testing and installed not less than 12 inches above the flood level of the surrounding ground or floor in a location where no part of the valves max height will be submerged.

~~7.9.3.5.~~ 7.10.3.5. "Water supply" means any water supply Approved by the GCSD.

~~7.9.3.6.~~ 7.10.3.6. "Auxiliary water supply" means an Approved water supply originating on the premises that is used exclusively for fire protection or irrigation and is not connected in any manner to the domestic supply system on the premises. An auxiliary supply shall be a water supply that has been developed exclusively for the purpose of either fire protection or irrigation or both. The presence of an auxiliary water supply will require the installation of a GCSD approved backflow prevention device.

~~7.9.3.7.~~ 7.10.3.7. "Cross-connection" means any physical connections between the piping system from the GCSD service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the GCSD distribution mains.

~~7.9.3.8.~~ 7.10.3.8. "Health hazard" means an actual or potential threat of contamination of a physical or ——toxic nature to the public potable water system or the consumer's potable water system to such a degree or intensity that there would be a danger to health.

~~7.9.3.9.~~ 7.10.3.9. "Pollution hazard" means an actual or potential threat to the physical properties of the water system or the ~~potability~~potability of the public water supply but which would not constitute a health or system hazard as defined.

~~7.9.3.10.~~ 7.10.3.10. "System hazard" means an actual or potential threat of severe damage to the public potable water system, or the consumer's potable water system, or of a pollution or contamination which would have a protracted effect on the quality of potable water in the system.

~~7.9.3.11.~~ 7.10.3.11. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. This definition shall not include:

a. Oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or

b. Wells used for the purpose of dewatering excavation during

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construction, or stabilizing hillsides or earth embankments.

Abandonment of Wells.

9.8.3.1. The owner of property upon which a private well is located shall destroy the well at their expense before being connected to the GCSD Public Water System, or ~~install~~ the installation of a GCSD approved backflow prevention device will be required and subject to ongoing maintenance requirements and fees.

~~7.9.4.1.~~ 7.10.4.1. Abandoned wells shall be destroyed in accordance with the "Well Destruction" standards as set forth in Tuolumne County Well Ordinance 443, Section 3-310, or as subsequently revised or supplemented.

~~7.9.4.2.~~ 7.10.4.2. The destruction of an abandoned well shall be inspected by and completed to the satisfaction of the Tuolumne County and the GCSD.

Protection of Public Water System at Service Connection. No water service connection to any premises shall be installed or maintained by the GCSD unless the water supply is adequately protected in accordance with the requirements and regulations of Title 17 of the California Administrative Code and these regulations:

~~7.9.5.1.~~ 7.10.5.1. Each service connection from the public water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system.

~~7.9.5.2.~~ 7.10.5.2. Each service connection from the public water system for supplying water to premises on which any substance is or may be handled in such fashion as to permit entry into the water system shall be protected against backflow of the substance from the premises into the public system. This shall include the handling of process water and waters originating from the public water supply system which have been subject to deterioration in sanitary quality.

~~7.9.5.3.~~ 7.10.5.3. Approved backflow prevention devices shall be installed on service connections to any premises where internal cross-connections exist. The District conducts annual testing and/or maintenance that will be billed to the property owner. The Property owner can choose to test and maintain protective device with a~~n approved plumber~~certified backflow Tester from CA/NV AWWA, and must submit results to the District annually.

Types of Protection.

~~7.9.6.1.~~ 7.10.6.1. The protection device required shall depend upon the degree of hazard. An air-gap separation or a reduced pressure backflow prevention device shall be used where there is an existing or potential health or system hazard. A double check-valve assembly may be used where there is an existing or potential pollution hazard determined by the District.

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~~7.9.6.2.~~ 7.10.6.2. The public water system shall be protected at the service connection as specified below at the cost of the Property Owner:

Comment [NB10]: Who is required to protect it? We need to be careful in creating manditory duties for the District.

a. At the service connection to any premises where there is allowed an auxiliary water supply, handled in a separate piping system with no known or easily established cross connection, the public water supply shall be protected by an approved double check-valve assembly. When the auxiliary water supply may be contaminated, an air-gap or approved reduced pressure principle backflow prevention device shall be installed at the service connection.

b. At the service connection to any premises on which a substance that would be objectionable, but not hazardous to health, if introduced into the public water supply, is handled so as to constitute a cross-connection, the public water supply shall be protected by an approved double check-valve assembly.

c. At the service connection to any premises on which there is an auxiliary water supply where cross-connections are known to exist, the public water supply shall be protected by an approved reduced pressure principle backflow prevention device.

d. At the service connection to any premises on which a material dangerous to health or toxic substance in toxic concentration is or may be handled in such a manner as to permit its entry into the water system, the public water supply shall be protected by an air-gap separation. The air-gap shall be located as close as practicable to the meter and all piping between the ~~meter~~meter and receiving tank shall be entirely visible. If these conditions cannot be reasonably met, the public water supply shall be protected with an approved reduced pressure principle backflow prevention device, providing the alternative is acceptable to both the GCSD and the Toulumne Ceounty health officer.

e. At the service connection to any sewage treatment plant, sewage pumping station, or storm water pumping station, the public water supply shall be protected by an air-gap separation. The air-gap shall be located as close as practicable to the meter and all piping between the meter and receiving tank shall be entirely visible. If these conditions cannot be reasonably met, the public water supply shall be protected with an approved reduced pressure principle backflow prevention device, providing there are no direct connections to sewage pumps or waste lines and this alternative is acceptable to both the GCSD and county health officer. Final decision in this matter shall rest with the State Department of Health.

f. At the service connection to hospitals, medical buildings, mortuaries and other premises where the county health officer and/or the GCSD determines that a special hazard exists, the public water supply shall be protected by an approved reduced pressure principle backflow device.

g. Where a health or safety hazard exists on a premises by reason of any existing plumbing installation, or lack thereof, the owner or his agent shall install additional plumbing or make such connection as deemed necessary to abate the hazard and bring the plumbing system into compliance with applicable provisions of this chapter.

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~~7.9.6.3~~ All Customers with existing and future service connections to its water system shall be subject to the following:

- Inspection of all premises for plumbed cross-connections or other actual or potential backflow hazards including but not limited to auxiliary water systems such as private wells, landscape irrigation systems, water-using commercial or industrial equipment, stock-watering facilities, hot tubs, pools, solar panels and HVAC heat exchangers.
- Installation of a backflow prevention devices approved by the District as a condition of water service where required by the General Manager. Any premises without an approved backflow prevention device and/or cross connection control shall be subject to shut off and discontinuance of water service. Discontinue water service immediately upon detection of an imminent sanitary threat to the District water supply due to an actual or potential backflow situation on any customer premises, including normal charges for resumption of service and reconnection of a discontinued service after customer fully compliance with District backflow prevention requirements.
- All backflow prevention devices shall be installed at or near water service connections (adjacent to water meter) or when such is installation is impractical as determined by the General Manager, at another location as determined by the General Manager.
- All backflow prevention devices shall be subject to regular inspection as determined by the General Manager and testing upon installation, repair.
- The Customer shall be responsible for maintaining and all repairs necessary to insure proper operation of the backflow prevention device at all times.
- All backflow prevention devices determined by the District to require major repairs or replacement shall be repaired or replaced at the expense of the Customer.
- ~~All Customers shall be required to correct actual and potential unprotected plumbing cross-connections or water use activities which are not amenable to feasible backflow prevention practices.~~

~~7.9.6.4.~~ 7.11.1.4. The property owner or consumer who is responsible for any protective device installed on a fire protection system shall have such device inspected and tested in accordance with requirements of the GCSD and county health department. The GCSD shall be furnished with a copy of the test result on an annual basis by July 1st. Persons testing protective devices shall be qualified and approved by the GCSD and county department of public health.

Failure to Comply. Failure to comply with any part of this section may be cause for the discontinuance of water service by the GCSD and/or the county department of public health. The GCSD shall give notice in writing of any violations of this chapter to the property owner and consumer. If no action is taken within 10 days after such notice has been mailed or delivered in person, the GCSD may discontinue delivery of water. If it is determined by either the GCSD or the Tuolumne County health officer that any immediate hazard exists as a result of failure to comply, the GCSD may immediately discontinue service to the premises. Delivery of water shall not be resumed until a protective device has been properly installed and approved as provided in this section.

~~Interruptions in service.~~

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Comment [LN11]: Added section, I don't know how to format the addition.

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~~The GCSD shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the GCSD. Temporary shutdowns may be made by the GCSD to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns. The GCSD will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.~~

Ingress and egress.

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

Inspection fee.

Any person desiring to connect with the mains of the GCSD shall pay in addition to any other charges set out in this chapter, all applicable inspection fees established by resolution approved by the Board.

Evaporative coolers.

No water coolers shall be installed or operated in any premises served water by the GCSD unless such water coolers are equipped with a recirculating pump.

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ARTICLE VIII.
Liability for Service Charges

Liability for Charges.

The property owner, as determined by the real property tax roll of the county assessor, is liable for payment of water service provided by the District either directly, through contract or permit, shall be liable for the rates, charges and fees for that service as established by the District. In situations where someone other than the owner occupies the property receiving the service, the owner of the property shall be primarily liable for payment of services regardless of whether the owner authorizes the monthly bills to be sent to someone other than the owner.

It is the responsibility of the owner of the real property to provide the District with the current billing address and to notify the District of any changes of address.

It shall be and is hereby made the duty of each property owner to ascertain from the District the amount and due date of any rates, charges and fees for which the owner is liable. It shall also be and is hereby made the duty of each owner liable for the rates, charges and fees to inform the District immediately of all circumstances and of any change(s) in any circumstances which will in any way affect the applicability or the amount of any rates, charges and fees to premises where water service is being received."

Upon the written direction and consent of the property owner using a form provided by the District, the property owner can direct the bills containing the charges for service be sent to a person other than the property owner, including a tenant of the property, for payment. Regardless of whether the designated person pays the bills, the owner of the property shall remain liable for all charges for service, including delinquent charges and penalties.

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ARTICLE IX. Rates and Fees

Standard Rate Schedule

Standard monthly rates for regular water service are established in this ordinance and set forth in Exhibit ___ Rates, Charges, & Fees. Water user rates are divided into four components, as follows:

a. Fixed Rate: The District incurs regular, ongoing costs associated with operating the buildings, grounds, and facilities of the District, irrespective of that quantity of water used by District customers or the occupancy status of the dwelling unit.

b. Variable Rate: As water is pumped and distributed to its customers, the District incurs variable expenses that are directly proportional to the amount of water delivered.

c. Debt Service: The District has from time to time sold bonds to fund capital improvement projects. Debt is generally repaid on a semi-annual basis over a period ranging from 20 to 30 years.

d. Fire Service: Some structures have fire sprinkler systems that are separate from the structures main water service. A separate charge is made for these services based on meter size.

Single Service Connection-Multiple Use

a. Single Dwelling: Single dwellings pay a service charge based on the size of the existing meter. Each additional and separate dwelling serviced through a single metered service connection, whether occupied or not, shall pay and added minimum service charge based on the ¾ inch meter rate.

b. Multiple Dwelling: Multiple Dwellings, such as duplexes, apartements, and community housing projects, in addition to the appropriate rate established for the size of the existing meter, shall pay a monthly service charge based on the ¾ inch meter size rate for each unit in excess of one.

c. Hotels and Motels: Hotels and motels shall pay a monthly service charge based on the sixe of the existing meter (see subsection G).

d. Combined Dwelling and Business Units: Dwelling units combined with professional, commercial units, in addition to the appropriate rate established for the size of the existing meter, shall pay a monthly service charge based on the 3/4inch meter size rate for each unit in excess of one.

f. Combined Business Units: Where two or more businesses, professional or commercial units occupy a single premise, in addition to the appropriate minimum rate established for the size of the existing meter, each additional unit in excess of one, shall pay a monthly service charge based on the ¾ inch meter size.

g. Permanent Occupancy of Hotels, Motels, and Trailer Parks: Subsection C, notwithstanding, any hotel or motel unit with complete living facilities, or trailer in a trailer park, occupied for more than thirty (30) days, shall pay an additional monthly service charge per unit based on the 3/4inch meter size rate.

New Business-Duty to Notify District

Owners or proprietors of newly established businesses, professional, or commercial enterprises shall notify the District that such business is being conducted within thirty (30) days of inception.

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Domestic, Commercial and Industrial Service Connections-Separate Buildings

Each house or building under separate ownership must be provided with a separate metered service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection as provided in section 9.2.. The District reserves the right to limit the number of houses or the area of land under one ownership to be supplied by one metered service connection.

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~~ARTICLE IX.~~ARTICLE X.
Billings and Enforcement of Charges

Billing period.

The regular billing period will be monthly or bimonthly at the option of the GCSD. Water consumption charges will be for the regular billing period immediately prior to the bill and based on metered water usage.

Comment [NB12]: I made a few changes that I think accomplishes what is desired.

Opening and closing bills.

Opening and closing of service for less than the normal billing period shall be prorated; provided, however, that the total period for which service is rendered is less than one month, the bill shall not be less than the monthly fixed rate service charge. Closing service bills may be estimated by the GCSD for the final period as an expediency measure to permit the customer to pay the closing bill at the time service is discontinued.

Payment of bills.

Bills for water service shall be rendered on or about the first business day of each month, and if rendered monthly shall be for the service for the month in which rendered. Water Bills for Service are due by the last day of the month in which they are billed, or a ten ~~10~~ percent (10%) penalty shall be added. An additional penalty shall be payable in an amount equal to one-half percent (0.5%) of the unpaid water service charges plus the basic 10% penalty for each month until all delinquent charges and penalties have been paid by the property owner.
If the bill is not paid by the 15th of the following month, the water service may be shut off and an additional charge shall be paid in order to have the water turned back on. When service is discontinued due to nonpayment of bills, it shall not again be resumed until payment of all charges (past due and current) are made in full. All penalties provided for in this chapter shall be paid whether or not water service is discontinued.

Comment [J13]: We do lock offs mid

Billing of separate connections combined.

Combined bills may be rendered for all service connections to the same premises.

Enforcement of Payment.

Upon failure ~~of payment~~of payment for water service charges prior to delinquency, or if the owner or occupant of any premises shall violate any of the provisions hereof, any one or more of the following actions authorized by this Article may be taken by District to enforce such payment.

Comment [J14]: CLUNKY.

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Repayment Plan

Subject to interest and penalties along with all other charges of fees levied by this article, the General Manager may permit continuance of use for water service upon the customer's written agreement to comply with all terms and conditions of a short term re-payment plan. The plan shall include the following requirements:

1. The customers' account must be brought current by the end of the repayment plan term.
2. Failure to comply with agreed to terms and conditions will result in a discontinuance of service.

Water use charges as lien.

Notwithstanding any other provision of this chapter, water service charges shall constitute a lien against the premises against which the charges for water service remains delinquent for a period of 60 days. The Property Owner shall receive a Notice of Public Hearing by regular mail and/or posting the notice of the premises which the service is delinquent notifying them that the Board of Directors will be considering placing a lien on the premises in accordance with Government Code Section 61115.

~~Section 9.6.~~ Collection of Delinquent Charges on Tax Roll. For any water charges which have been delinquent for sixty (60) days, the General Manager shall cause a written report to be prepared and filed with the District Secretary pursuant to Government Code Section 61115, and the Secretary shall thereupon cause notice to be given and published of a public hearing before the Board on the issue of placement of such delinquent charges and penalties upon the County Property Tax Roll for collection. Upon conclusion of the hearing, the Board of Directors may determine to collect such delinquent charges and penalties upon the County Property Tax Roll for the affected parcel of property. Upon such determination by the Board of Directors by resolution, the District's Secretary shall thereafter file with the County Auditor the report adopted by the Board at such public hearing and request that the delinquent charges and penalties be added to and collected with property taxes on said property at the same time and in the same manner as property taxes are collected by the County Auditor.

~~Section 9.7.~~ Collection by Legal Action. The General Manager may institute and prosecute appropriate legal action for the collection of delinquent water charges and penalties. By its application for and receipt of water services, property owner/customer hereby agrees to be responsible for reimbursement to the District of all attorneys' fees and other legal costs incurred by District in collecting any delinquent charges and penalties from the property owner/customer through such legal action.

~~ARTICLE X.~~ARTICLE XI.
Discontinuance of Service

Discontinuance of Service for Delinquent Bills.

The District may discontinue service for non-payment of bills. Current billing reflects the past due balance due immediately. At least five (5) days prior to discontinuance of such service,

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Comment [LN15]: There is one letter sent before the lien is placed, through the public hearing notice, I don't know how I would send this which each bill.

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the customer or property owner will be sent a Final Notice phone call to notify that the discontinuance of service will be enforced if payment is not made by 4pm on the 15th business day of the Month. The failure of the District to ~~send.~~send or any such person to receive such notice shall not affect the District's power to discontinue services pursuant to this section. The customer's water service may be discontinued if water service furnished to the previous location is not paid for within the time fixed for the payment of bills. ~~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 discontinued~~. Reconnection will be made by the District only upon complete payment of all delinquent service charges, penalties, and disconnection fees are paid in full as specified in this ordinance.

Past Due Accounts. Rates and charges that are not paid on or before the day of delinquency shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to a further penalty on one-half percent (0.5%) per month for non-payment of the delinquent charges and a basic 10% penalty, which shall be levied on the first day of each following month.

Notifications. Delinquency notices will appear on the billing statement generated on the first business day of the month. Past due charges will be clear and identifiable, and past due policy will be ~~visable~~visible~~.~~. If the account remains unpaid, a final disconnection notice will be made via telephone call to the number on file, the Friday before the 15th day of the month.

Mailing Address for Owner Notifications. The District will use the address and on file with the District as provided by the owner for the mailing of all notices.

Disconnection of Service. Any account with an outstanding balance after the due date listed in the disconnection notice, will have water service disconnected and meter will be fixed with a District lock, and charged the Disconnection fee of Fifty dollars ($50).~~.~~

~~Reinstatement Fees. The customer shall pay the District a reconnection charge as listed in Exhibit ____ in addition to all current and delinquent charges associated with the account in order for water service to be reconnected.~~

Reinstatement of Services. In situations where water service has been terminated or the meter has been removed, the water meter will not be re-installed until all applicable charges have been paid including any outstanding water bills, meter installation fees, customer activation fee, or any costs damage to the District.

~~Discontinuance~~ Termination of Service ~~for Non-Delinquencies~~. ~~.~~

~~The District may discontinue Service to a Customer for an of the reasons set forth in this section.~~Accounts that have been disconnected for a period of 12 months will be sent a final Right to Appear Final Termination letter from the Board of Directors. Once terminated from the water supply, meters will be removed and laterals will be capped. Accounts will still be subject to interest and a termination charge of Fifty dollars ($50).

Comment [NB16]: I'm concerned with trying to connect the burden to pay for service at one loncation with another. I need to understand the concern.

Comment [J17]: Is this legal?

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Comment [NB18]: Isn't that the address the District would send all notices? -Yes

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Comment [LN19]: Please review. TUD disconnects after 180 days. (6 months) We will need to develop the right to appear letter.

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The District may terminate Service to a Customer for any of the reasons set forth in this section.

Violation of this Ordinance.

Violation of Applicable County ordinances or regulations.

Violation of State or Federal laws and regulations.

Unsafe apparatus.

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

Fraud or abuse.

Service may be discontinued if necessary to protect the GCSD against fraud or abuse.

Reconnection charge.

The reconnection charge will be Fifty Dollars ($50.00) during regular business hours from: 8:00 a.m. to 34:00 p.m. If the user calls outside of normal District business hours, then a One Hundred Fifty dollar ($150) after hour fee will also apply. Services will not be reconnected after 8 pm Sunday through Thursday, or after 9 pm Friday and Saturday. Reconnection will not occur until all reconnection fees and the full account balance~~s have~~has been paid to ~~the~~ GCSD.

Changes in Ownership.

Upon a change in the ownership of premises, the existing owner shall notify the ~~District five~~District ~~business~~five business days prior to the transfer of title to the property to the new owner. Escrow Demands for the total amount of service charges due at the time of transfer upon the selling of a property and the recorded deed in the new owners name is required to transfer the service to the new owner. The prior owner shall be liable for all charges, whether or not any water is used, prior to the transfer of service as set forth in this subsection.

Temporary Suspension of Service.

Upon written request from a property owner the exceptional circumstances beyond personal control of the Owner/User prevents habitation or use of the water service for at least six (6) months, monthly fixed and variable water charges may be suspended in part as determined by the General Manager. However, the General Manager shall not have authority to suspend debt service charges attributable to the premises which shall continue to be billed by the ~~District~~ District. Such suspension of service shall be dependent upon approval of District's General Manager.

Customers receiving a temporary suspension of service shall notify the District in writing at least ten (10) business days before resuming use of water ~~service .~~ service. Thereafter regular billing of the Customer will resume. If Customer resumes use of water service before written notice to the District, the Customer shall be subject to a penalty as determined by the General Manager of ~~of~~ up to twice the normal full charges that would have been billed during the suspension period.

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Voluntary Termination of Service.

Upon written request of a property owner, ~~water service may be terminate all~~ all water service to the premises may be terminated. If the property owner wishes to reinstate service in the future, they shall apply for new service in accordance with this Ordinance, including paying all charges and ~~fees associated~~fees associated with a new service.

Comment [NB20]: We need to be consistent with the term of disconnect and termination of service.

Comment [NB21]: We will charge them 50.00 to remove meter and cap lateral.

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~~ARTICLE XI.~~ARTICLE XII.
P~~P~~ublic Fire Protection

Use of fire hydrants.

Fire hydrants are for use by the GCSD or by organized fire protection agencies. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the GCSD prior to use and shall operate the hydrant in accordance with instructions issued by the ~~water department~~GCSD. Unauthorized use of hydrants will be prosecuted according to law.

Hydrant rental.

A charge to be prescribed from time to time by the Board by resolution will be imposed for hydrant maintenance and water used for public fire protection.

Moving of fire hydrants.

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

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~~ARTICLE XII.~~ARTICLE XIII.

Private Fire Protection and Standby Service

Payment of cost.

The applicant for private fire protection service not now installed shall pay the total actual cost of installation of the service from the distribution main to the customer's premises including the cost of a detector check meter or other suitable and equivalent device, valve and meter box, said installation may become the property of the GCSD as determined by the General Manager. All costs are to be the responsibility of the Applicant. Installation of service and connection to the main line is to be completed by GCSD, or a GCSD approved Contractor.

No connection to other system.

There shall be no connections between this fire protection system and any other water distribution system on the premises.

Use.

There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

Meter rates.

Any consumption recorded on the meter will be charged at double the regular service rates except that no charge will be made for water used to extinguish accidental fires where such fires have been reported to the duly authorized fire protection agency.

Monthly rates.

The monthly rates for private fire protection shall be established by the GCSD at the time application for such service is made. The Fire service fee is Ten dollars ($10) and additional Ten dollars for each size of meter.

Water for fire storage tanks.

Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the GCSD in advance and an approved means of measurement is available. The rate for water so used shall be established by the GCSD at the time application for such service is made.

Violation of agreement.

If water is used from a private fire service in violation of the agreement or of these regulations, the GCSD may, at its option, discontinue and remove the service.

Water pressure and supply.

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

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Comment [LN22]: $10 per month/ per meter size

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Standby Service Rate.

Private fire protection service shall be charged Private Fire Service Standby Rate as set forth in _____.

~~ARTICLE XIII.~~ARTICLE XIV.
Temporary Services

Approval of Temporary Service Requests. The ~~Generla~~General Manager shall have the sole discretion on whether to grant a request for temporary service under this Article.

Duration of service.

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

Deposit.

The applicant shall deposit in advance, an amount equal to $175.00 for each meter inch of service desired. Upon discontinuance of service, the actual cost of installing and removing the facilities required to furnish said service, exclusive of the cost of salvageable material, shall be determined and an adjustment made as an additional charge, refund or credit.

If service is supplied through a fire hydrant, the applicant will be charged in accordance with the following rate schedule:

A ~~non refunable~~non-refundable flat charge per connection, for both installation and removal of service facilities, including the meter, $100.00;

For each day the meter is installed a fee of $5.00 per will incur

Each additional move of facilities to another location, $20.00.

A metered water rate as established by resolution of the GCSD Board of Directors.

Installation and operation.

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

Responsibility for installation.

The customer shall use all possible care to prevent damage to any loaned facilities of the GCSD which are involved in furnishing the temporary services from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the GCSD that the contractor or other person is through with the installation. If the facilities are damaged, the cost of making repairs shall be paid by the customer.

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Temporary service from a fire hydrant.

If temporary service is supplied through a fire hydrant, an application for the use of the hydrant shall be obtained from GCSD. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.

Unauthorized use of hydrants.

Tampering with any fire hydrant or the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable by law, and a $1,000 fine plus charges set forth in Section 16.2 above.

Rates.

The rates for temporary service shall be established by the General Manager at the time application for such service is made.

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~~ARTICLE XIV.~~ARTICLE XV.
General Provisions

Pools and tanks.

When an abnormally large quantity of water is desired such as for filling a swimming pool or for other purposes, the Owner shall obtain written approval from the General Manager prior to taking such water. Approval to use water in unusual quantities will be given only if the General Manager determines that it can be safely delivered through the District's public water system without negatively effecting service to other consumers. Absent unique circumstances, the General Manager shall deny all requests under this section in periods of declared drought.

Responsibility for equipment.

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, including but limited to, pressure regulating devices and hot water heaters. The GCSD shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, or operating or interfering with such equipment. The GCSD shall not be responsible for damage to property caused by faucets, valves, and other equipment that are open when water is turned on either originally or when turned on after a temporary shutdown.

Installation of wells.

It shall be unlawful to install wells in the GCSD for any purpose whatsoever without first securing the written permission of the GCSD Board.

~~Return of water.~~

~~No person shall permit any water to be returned to wells; provided, however, that the General Manager may grant permission for such return under specific conditions which will protect the public health and safety.~~

Time limits on connections.

Absent an agreement approved by the Board of Directors, whenever a water connection application has been issued upon the payment of the connection charges established by this ordinance, such application shall be valid for only 365 days after the date of issuance thereof unless actual construction of the building or structure for which water service has been applied has been commenced within said period of 365 days; provided, however, that said time limit may be extended by the GCSD Board of Directors for reasonable cause and subject to conditions as the Board may impose.

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~~ARTICLE XV.~~ARTICLE XVI.
Rates

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Rate schedule.

Rates for water service shall be established from time to time by resolution of the Board as authorized by Government Code Section 61115. ~~.~~

Determination of applicable rate.

Upon receipt of any application for water service, the District Manager shall determine the applicable monthly rate based on the size of the service.

Penalty for violation.

For the failure of the customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates and charges of this GCSD, customer's service shall be discontinued and the water shall not be supplied such customer until he shall comply with the rule or regulation, rate or charge which they have violated or, in the event that they cannot comply with said rule or regulation, until they shall have satisfied the GCSD that in the future they will comply with all the rules and regulations established by ordinance of the GCSD and with all rates and charges of this GCSD.

~~ARTICLE XVI.~~ARTICLE XVII.
EXHIBIT A—WATER RATES, CHARGES, & FEES

General

This Exhibit A lists all the Groveland Community Services District (GCSD) rates, charges and fees for water related services. It is an integral part of Ordinance ___, and is intended to specify all rates, charges and fees on a single, comprehensive, and complete list. This Exhibit A and the Ordinance it is attached to replaces Ordinance 2-~~08~~-10 and its amendments regulating the use of public water supply systems, setting rates and charges for water use and service fees of the Groveland Community Services District.

Standard Monthly Water Rates

Standard monthly water rates are divided into four components: fixed charge, usage (variable) charge, bond debt repayment (such as Revenue Improvement District Bond debt), and private fire service. The additional charge that is dependent of water meter size is established to account for the fact that additional service capacity is needed in the water system to accommodate the higher flow rate potential of the larger water meters, which are quantified by equivalent meter unit (EMU), as determined in the GCSD Water Rate Study by Hilton Farnkopf & Hobson, November 1, 1995. Standard monthly fixed rates ~~(A1.02.1)~~, ~~usage (variable)~~Variable rate ~~(A1.02.2), private f~~Fire service rate ~~(A1.02.3)~~, and B~~b~~ond debt charge ~~(A2.01)~~ for regular monthly water service are provided in the following subsections.

Monthly Fixed Rate Service Charges

Meter Size	EMU Ratio*	Monthly Charge
5/8-3/4"	1.0	~~$ 35.22~~$ 35.22
1.0-inch	1.6	~~$ 56.36~~$ 56.36
1.5-inch	2.6	$ -91.57
2.0-inch	3.5	$123.27
3.0-inch	5.5	$193.70

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4.0-inch	7.8	$274.71

* EMU Ratio used for Monthly Fixed Rate Service Charge is based on non-peak flow rates.

Example: for 1.5" Meter, the Base rate (5/8" meter) is $35.22 times EMU for 1.5" meter (2.6) is $91.57

[Note: In past water ordinances, an additional fixed charge of $5.00 per month was charged for tax-exempt entities to cover a portion of the ad valorem taxes not normally collected by the State for the purpose of paying debt retirement. ~~Because all~~All but a small bond payment (around $10,000 per year for David Grunsky Bonds) are eligible for this type of levy, the Board decided to discontinue the collection of this special charge for tax-exempt entities.]

~~Section A1.02.2~~ Usage (Variable) Rate

To promote conservation, the District has adopted a Tiered Structure for the Usage Rate, as follows:

Gallons Used per Month	Residential Usage Charge per gallon	Usage Rate Category
0 to 3300	.0068	Baseline Usage Rate
> 3301	.01345	Peak Demand Usage Rate

~~Section A1.02.3~~ Private Fire Service Standby Rate ~~(Ref. Section 11.09)~~

Because private fire service systems are only used occasionally (during fires and testing), the Board considers a reduced rate from the normal fixed monthly rate fair and equitable for operators of private fire service systems. The fixed monthly standby rate for these systems is set at Ten Dollars ($10.00) per month/inch of meter size/connection.

~~Section A1.02.4~~ Charges for Special Uses

Rates for water supply special uses not cited herein shall be determined in each case by agreement between the District and the user.

~~Section A1.03~~ Standard Fee Schedules

Fees charged for District services not established elsewhere in this Ordinance are hereby established as follows:

~~Section A1.03.1~~ Applications for Water Service

A. Where no water main extension is required the application fee is ~~Twenty~~Thirty-Five Dollars ($325.00) plus a deposit estimated by District.

B. Where a water main extension is required the application fee is ~~Eighty~~ Two Hundred Dollars ($200.00) plus a deposit estimated by District.

~~Section A1.03.2~~ Property Transfers

A. Unimproved property in RID#1 where Standby or Facilities Charges are levied shall be charged Twenty-Five Dollars ($25.00) per conveyance.

B. Improved properties in the District where water and/or sewer service is provided shall be charged Forty Dollars ($40.00) per conveyance.

C. Tenant changes by owner or agent of rental properties shall be charged Fifteen Dollars ($15.00) per transfer.

Liens

District costs to prepare, record and release liens for delinquent charges shall be paid prior to release of such liens. District costs to be paid per lien released as followed:
Tax Roll Removal: $50.00
Satisfaction of Liens: $35.00

Dishonored Checks

A charge of $35.00 per occurrence shall be paid for each check tendered as a payment to the District that is not honored by the bank. If the dishonored check was paid to avoid disconnection of service, then the responsible party will be contacted immediately and given two (2) days to honor the check. If the District receives two dishonored checks, cash payment (cash or a cashier's check) of all future utility bills may be required. The charge for dishonored checks is contained in Exhibit A.

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Fees for Cross-Connection Control Program

A customer may be required by law or District Ordinance to install a backflow prevention device within his premises. The District will charge the actual cost of the device, and labor charges ~~$350~~ for ~~installation of a 3/4-inch~~the installation of ~~backflow~~the backflow prevention device~~. Larger sizes will be quoted as needed.~~.

A backflow prevention device is required by law to be inspected annually. The District will charge an inspection fee of Forty Dollars ($40.00) per connection, exclusive of any repairs that need to be performed. If additional maintenance is required for the device, then the District will charge for actual labor and materials costs. When an assembly fails the annual testing, has had major repair or is relocated, a retesting fee of $40 shall be charged. Inspection and repair charges shall be paid after receipt of billing mailed with District requirements for the approved backflow prevention device. The District may choose to subcontract the inspection and repair costs for backflow prevention devices.

Any owner of three or more backflow prevention devices will receive a 30% discount in annual testing fees if they pre-arrange a specific time with the District to do all the testing at one time.

~~ARTICLE XVII.~~ARTICLE XVIII.A2 – OTHER FEES AND CHARGES

~~Renewal of Service Fee~~

~~Renewal of service fee shall be Fifty Dollars ($50.00).~~

Service Connections & Charges

The District will furnish and install a service of such size and at such location as the applicant requests, provided such requests are reasonable and approved by District. The service will be installed from the water distribution main to the curb line or property line of the premises, which may abut the street, on other thoroughfares, or on District rights-of-way or easements. Charges for new services are payable in advance and shall include charge for the service box, meter, meter installation, and participation fee.

~~Section A2.02.1~~ Charge for Service -(Meter) Box

The charge for a service box with fittings installed by District shall be the actual cost for labor, equipment, and materials determined after installation. The cost for a typical installation ranges from $400.00 to $1,200.00 per meter box.

~~Section A2.02.2~~ Meter Charges and Participation Fees ~~(Ref. Section 4.01)~~

The District charges a participation fee (also known as "connection fee and capacity charge") in order to reimburse existing rate payers for the investment they have made to oversize the water system's facilities so that sufficient excess capacity is available to new customers. Section 66000 of the California Government Code describes how participation fees should be calculated and restricts how the funds collected from such fees can be utilized.

The equivalent meter unit ratio multiplier was calculated for the District by the consulting firm of Hilton, Farnkopf & Hobson, in the Water Rate Study completed for the District on November 1, 1995.

Meter installation charges shown in the following table are based on the actual cost for the District to purchase the meter at the time this ordinance was promulgated, plus one man-hour of installation time at the rate of $25 per hour. The actual prevailing meter cost will be charged to the applicant at the time installation is done.

The standard charge for participation fees to obtain water service and for water meters provided by District shall be as follows:

Meter Size	EMU Multiplier*	Participation Fees	Meter Install Charges
5/8-inch	1.0	$ 1,827.00	$210.00

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3/4 –inch	1.0	$ 1,827.00	$235.00
1.0-inch	1.7	$ 3,106.00	$285.00
1.5-inch	3.3	$ 6,029.00	$475.00
2.0-inch	5.3	$ 9,684.00	$605.00
3.0-inch	11.7	$21,377.00	$1,735.00
4.0-inch	20.0	$36,542.00	$2,715.00

*EMU Ratio Multiplier used to calculate participation fees is based on peak flow rates, which is slightly higher than the EMU ratio used for calculating monthly fixed rate charges, which uses non-peak flow rates.

Example of calculation for 1.5-inch meter: Base participation fee is $1,827.00 times the EMU ratio multiplier of 3.3 is $6,029.00.

Water Connection/Extension Application Fee

The Water Connection or Extension Application Fee of Eighty Dollars ($200.00) covers the District's administrative costs for new file preparation and provides applicant with copy of agreement form and current fee schedule.

Administrative Fee for Water Extension

The non-refundable Water Extension Administrative Fee of Five Hundred Dollars ($500.00) covers the District's expected administrative staff time, which would involve assistance to the applicant regarding agreement preparation, agenda scheduling, and bookkeeping functions.

Engineering Deposit for Water Extension

The Water Extension Engineering Deposit of Fifteen Hundred Dollars ($1,500.00) covers the District's actual Engineering (in-house or contracted) time and materials expended for review of CEQA requirements, plan reviews, easement reviews, project management, and construction site and facility inspections. Any unused money left from the deposit will be credited back to the applicant.

Meter Test—Deposits

If a customer desires to have the meter serving his premises tested, he shall first deposit Twenty-Five Dollars ($25.00).

Disconnection/Termination Fee

A disconnection fee of Forty Dollars ($50.00) plus penalties will be made and collected prior to renewing service following discontinuance. If the user calls the District to reconnect service outside of normal District business hours, then the disconnection fee will be increased to One Hundred Fifty Dollars ($150.00).

Section A2.05 Water Main Extension Fees

The applicant for water main extension shall submit the required charges and fees prior to the District's review, inspection, and final acceptance for the Water Main Extension Project. Funds collected under the Administrative Expense and Engineering Expense Deposits shall maintain a positive balance at all times; any charges in excess of the deposit will be monthly. Any funds collected under the District Engineer Expense Deposit but not used, shall be refunded after the close of the one-year warranty period. The following charges and fees shall apply to a water main extension with service connection:

FEES & DEPOSIT FORM
WATER MAIN EXTENSION & SERVICE CONNECTION

Water Extension Application Fee	$200.00	Covers Administrative cost for new file preparation and provides applicant with copy of Agreement form and current fee schedule. (Section A2.02.3)
Administrative Expense Fee	$500.00	Covers Administrative staff time involving assistance

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		to the Developer regarding Agreement preparation, agenda scheduling, and bookkeeping functions. (Section A2.02.3)
District Engineering Expense Deposit	$1,500.00	Covers actual Engineer's time expended for review of CEQA requirements, plan reviews, easement reviews, project management, and construction site and facility inspections. (Section A2.02.4)
Performance (Security) Bond		Irrevocable Letter of Credit, Performance Bond, or Cash Deposit with the District, shall be provided for estimated cost of the construction project using prevailing wage rates.
Maintenance Bond		After the project is finished, but prior to District acceptance, the owner shall furnish the actual cost of construction. The Maintenance Bond will be set at 25% of the actual cost of the project. The Maintenance Bond shall remain in effect for one year after final acceptance by the District.
Single Family Residence Connection Fee 4-inch Commercial Connection Fee	$2,062.00 $39,282.00	Payable after District acceptance of the Improvement project, but prior to the start of construction. Application Fee: $200.00 Meter Charge: $210.00-$2,715.00 Participation Fee: $1,827.0000-$36,542.00 (Section A2.02.2, A2.02.3)
Service Box	$400.00 to $1,200.00	The actual cost for meter box, fittings, and labor and equipment installed by the District. The typical installation ranges from $400 to $1,200, depending on size and complexity of service. (Section A2.02.1)

Temporary Authorized Use of Fire Hydrant Water

The District may authorize the temporary beneficial use of water from fire hydrants. The District has identified four hydrants throughout the service area from which water can be drawn after receiving permission from the District. The follow fees and charges will apply:

- Non-Refundable Service Charge (for flow meter and backflow device) $100.00
- Hydrant Charge $ 5.00 per day
- Hydrant Change Charge $65.00 per move
- Water Use Charge $ 1.39 per 100 gallons

Damage done to the hydrant and/or meter by the customer will be repaired at the customer's expense. Rates are subject to review at any time by the Board.

Charge for Unauthorized Use of Fire Hydrants

In the event any person, other than organized fire protection agencies, makes any connection to a fire hydrant without written permission from the District, a charge of One Thousand Dollars ($1,000.00) shall be paid to the District by the person making such connection. Any such unauthorized connection shall be immediately disconnected upon discovery thereof, and no further connection by said person shall be permitted until such payment of the charge for unauthorized use plus the estimated water use rendered by the District has been paid.

~~Section A2.08~~ District-Wide Debt Service Charges

The District has incurred debt in the form of bonds or other types of loans for all customers of the District. The amount of the monthly debt service charge is based on meter size, using the meter size equivalency calculated by Hilton, Farnhopf & Hobson, 1995. At the time of passage of this Ordinance, the District-wide debt service charged to customers each month on utility bills is as follows:

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Meter Size	EMU Ratio*	Monthly Charge
5/8-3/4"	1.0	$ 20.58
1.0-inch	1.6	$ 32.93
1.5-inch	2.6	$ 53.51
2.0-inch	3.5	$ 72.04
3.0-inch	5.5	$113.20
4.0-inch	7.8	$160.52

~~Section A2.09~~ Charge for Tampered or Destroyed Meter and Locks

If the customer ~~tampers with~~places an object that interferes with meter access, tampers with ~~or~~, or destroys a meter lock installed by the District, a charge of ~~Twenty-Five~~Fifty Dollars ($~~25~~50.00) will be billed to the customer.
A Meters ~~whos~~whose -"ears" are ~~destroyed~~ destroyed or damage to a curbstop will result in a charge ranging from $400-$1200~~in a $500.00 curb stop replacement fee.~~depending on the actual cost and labor to replace the curbstop.

Afterhours Service Call Fee

After hours service fee of $150.00 shall be applied to all of the following calls:

- Turn on of customers personal shut off valve.
- Turn on of a meter that a customer requested to be turned off such as winterizing.
- Meters that have been locked off due to non-payment.

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Authorized 2016-17
Positions: 16

Tuolumne County/CalFire
5 Full time Fire Fighters

Outside Laboratory
Aqua Lab

Operations & Maintenance Department
O&M Manager Luis Melchor

Contract Engineering Services
AM Consulting Engineers
Alfonso Manrique

Water & Wastewater Treatment Group

Chief Plant Operator
Jeff Jones (WWTOIII)

Water & Wastewater Treatment Group

Jim Koster (WWTOII)
Greg Dunn (WWTOI)
WWWTO (VACANT)

Water Collections & Distribution Systems Group

Brandon Klein (C&D Lead)
Gene Pike (DCSOII)
Wyatt Livingston (DCSOI)
Patrick Sommarstrom (DCSOI)
Anthony Trujillo (DCSOI)
DCSO (VACANT)

Maintenance Mechanic Group

Matt Dickens (MMIII)

Revised November 2016