

# BIG ROCK COMMUNITY SERVICES DISTRICT

P.O. Box 453  
Crescent City, CA 95531

## ORDINANCE NO. 2009-1

*Establishing Rates, Rules, and Regulations  
For Water Service by the  
Big Rock Community Services District (ByLaws)*

BE IT ORDAINED by the Board of Directors/Trustees of the *Big Rock Community Services District* (BRCSD) that this Special District hereby adopts the following bylaws:

### ARTICLE I: DEFINITIONS

1. BRCSD means the *Big Rock Community Services District* of the Township of Hiouchi, California. On September 6, 1966, the BRCSD was formed as a California Special District operating under the authority of the *California Community Services District Law* for the following purposes:

- a. To supply the inhabitants of the District with water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation.
- b. The collection, treatment or disposal of sewage, waste and storm water of the District and its inhabitants.
- c. The collection or disposal of garbage or refuse matter.
- d. Protection against fire.
- e. Public recreation by means of parks, playgrounds, swimming pools or recreation buildings.
- f. Street lighting.
- g. Mosquito abatement.
- h. The equipment and maintenance of a police department or other police protection to protect and safeguard life and property.

Because of insufficient revenue to conduct all of these functions of public governance, the BRCSD depends upon other jurisdictions to perform responsibilities "b" through "h." It

nonetheless retains the duty to collect, treat, store, and distribute drinkable water to the residents of the Special District as stated above in purpose “a.”

2. BRCSD Board means the *Big Rock Community Services District* Board of Directors/ Trustees. The Board shall consist of five (5) members. Officers of the Board shall include the President, Vice President, and Treasurer. An officer may not hold two Board offices concurrently unless other Board members’ qualifications to serve in one of those offices are at issue. In that case, an officer may hold two offices if one of said offices is held temporarily and his title in the temporary office is prefaced by the word “acting.” Officers’ terms shall be one (1) year, with rotation of officers’ positions at the end of the calendar year (to correspond with the behavior of other local governing boards). Otherwise, the BRCSD’s fiscal year term is from July 1<sup>st</sup> to June 30<sup>th</sup>.

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

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

5. Water Department means the BRCSD Board performing functions related to providing municipal water service, together with the General Manager, Secretary, and an Attorney, all of whom are duly authorized representatives of the BRCSD.

6. Customer means the water user, consumer, the tenant, or the owner.

7. Owner means the person owning the property, 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 the same for himself, or as executor, administrator, guardian, or trustee of the owner.

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

9. Person means an individual or a company, association, co-partnership, or public or private corporation.

10. Main means a water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of water. If a BRCSD water line is not sized for fire protection, it is not considered a “main.”
11. Connection means the pipeline and appurtenant assets, such as the curb stop, meter and meter box all of which are used to extend water service from a main distribution line to a consumer’s property boundary, the laying thereof, and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch of services shall be deemed a separate service.
12. Cross-Connection means any physical connection between the BRCSD piping system and that of any other water supply, whereby water from the unapproved source may be forced or drawn into the BRCSD’s mains. The BRCSD assumes that all cross-connections might be unsafe for human consumption and therefore are not potable.
13. Public Fire Protection Water System means the service and facilities of the entire water supply, storage and distribution system of the BRCSD sized for fire protection, including the fire hydrants affixed thereto, and the water available for fire protection, excepting water lines that are not sized for fire protection and house service connections and appurtenances thereto.
14. Private Fire Protection Water System means water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and the water available therefore.
15. Cost means the cost of labor, material, transportation, supervision, engineering, administration, legal assistance and all other necessary overhead expenses.
16. A properly licensed Water Department employee means the holder of a current and valid California D-1 Water Distribution Operator certificate.

#### ARTICLE II: GENERAL PROVISIONS

17. Short Title. This ordinance shall be known and may be cited as “*Big Rock Community Services District Ordinance 2009-1*.”
18. Words and phrases. For the purposes of this Resolution, all words used herein in the present tense shall include the future, all words in the plural number shall include the singular number, all references to gender shall inherently include reference to the opposite gender, and all words in the singular number shall include the plural number.

19. Water System. Bearing Constitutional authority as a California Special District, the BRCSD will furnish a system, plant, works, and undertaking for the purposes of collecting, treating, storing, conserving, and distributing water at its discretion for public use, including all parts of its jurisdiction and all appurtenances to the jurisdiction that affect the Special District's purposes. Said authority extends to all lands, easements, rights in land, water rights, contract rights, franchises, investments, financial accounts and other water supply, storage, and distribution facilities and equipment that might be constructed or acquired in the future. The BRCSD's main purpose, less certain exceptions explained herein, is to provide treated water service to the edge of a customer's parcel nearest the Special District's main distribution pipeline. To qualify as a permanent customer, an applicant must agree that he, or a party authorized by him, intends to use said water for residential or commercial purposes within the Special District's jurisdiction. Customers who wish to use the BRCSD's water outside of said jurisdiction must successfully apply to the Special District before taking water from a service connection or a hydrant (see BRCSD Ordinance 2008-1). Water service will be terminated if a customer violates a use agreement. Water theft is punishable under criminal law.

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

21. Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are delivered by the BRCSD via the water distribution system at the location of the proposed service connection, and to hold the BRCSD harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

22. Maintenance of Water Pressure and Shutting Down for Emergency Repairs. The BRCSD shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs, etc. Consumers dependent upon a continuous supply should provide emergency storage.

23. Tampering with BRCSD Property. Unless properly authorized, no one except an employee or representative of the BRCSD shall at any time in any manner operate or interrupt the functions of the BRCSD's assets—meaning equipment, vehicles, fire hydrants, generators, electrical or SCADA (Supervisory Control and Data Acquisition) systems, telemetry lines or related devices,

buildings, main control vault, relief valves or related lines, curb cocks or valves; main cocks, elements of the river well, corporation pipelines, and gates or valves of the public water system—or interfere with meters or their connections, street mains, storage tanks, or other parts of the water system. Proper authorization may be obtained from the General Manager or the President of the BRCSD Board (or his successor during the President’s absence) who lawfully represents the BRCSD Board of Directors/Trustees. All work performed on the water system or designed for application on the water system must be directly supervised or visually approved by a duly authorized representative of the BRCSD who holds, at a minimum, a California D-1 Water Distribution Operator Certificate.

24. Penalty for Violation. For the failure of a consumer to comply with all or any part of this ordinance and any ordinance, resolution or order fixing rates and charges of the BRCSD, a penalty for which has not hereafter been specifically fixed, the customer’s service shall be discontinued as a minimum penalty and water shall not be supplied to such customer until he shall have complied with the rule or regulation, rate, or charge which he or she has violated. A reconnection fee shall apply when violations are deemed acts of commission (as opposed to acts of omission) by the BRCSD Board. In the event a violator cannot comply with said rule or regulation for a valid reason—validity to be determined by the BRCSD Board—he must satisfy the BRCSD that, in the future, he will find a way to comply with all rules and regulations established by ordinance of the BRCSD and with all rates and charges of the BRCSD. If a consumer cannot comply as stated above, water service shall be denied by the BRCSD Board, which is responsible to the Special District for the security of the water system and water quality/volume now and forevermore.

25. Ruling Final. All rulings of the General Manager shall be final unless appealed in writing to the BRCSD Board within fifteen (15) calendar days. When such rulings are appealed, the ruling of the BRCSD Board shall be final.

### ARTICLE III: NOTICES

26. Notices to Customers. Notices from the BRCSD to a customer normally will be given in writing, and either delivered or mailed to him at his last known address. Where conditions warrant and in emergencies, the BRCSD may resort to notification either by telephone or messenger.

27. Notices from Customers. Notices from a customer to the BRCSD may be given in writing by him or his authorized representative at (a) the BRCSD administration office or (b) to the General Manager.

#### ARTICLE IV: WATER DEPARTMENT

28. Creation. The creation of a Water Department is hereby ratified comprised of the BRCSD Board, a General Manager, a Secretary, and an Attorney.

29. General Manager. The position of General Manager is hereby ratified. He shall be supervised by the BRCSD Board. He must hold at least a D-1 Water Distribution Operator Certificate. In accordance with *California Department of Public Health* regulation, the BRCSD Board will ensure that a second holder of the D-1 Water Distribution Operator Certificate is employed by the BRCSD as a “shift operator” or one of the Directors/Trustees is so certified. At least one of the holders of said certificate must be within two (2) hours driving time of Hiouchi 24 hours per day.

30. Duties of the General Manager. The General Manager’s responsibilities are subject to the approval of the BRCSD Board. He shall have full responsibility and control over the maintenance, operation, and construction of the water system and the authority to employ and discharge minor contractors that perform routine and emergency work approved by the BRCSD Board. He shall supervise the shift operator. He regularly shall inspect and maintain all physical assets of the BRCSD water system to ensure they are in good repair and proper working order and to note all violations of water regulations and BRCSD policies. He promptly shall report any violation or disrepair to the President of the BRCSD Board. He or the shift operator must supervise all repair or new construction work authorized by the BRCSD that affects the collection, treatment, storage, or distribution of water intended for human consumption. The General Manager or the shift operator shall sample and treat the water stream as required by BRCSD policies and issue mandatory reports concerning the water system to the BRCSD Board and higher authorities. The General Manager shall perform such other duties as are imposed from time to time by the BRCSD and make reports to the BRCSD Board in accordance with the policies adopted by the BRCSD Board. Above all, he must take whatever steps are necessary to maintain the prescribed quality and volume of water service for all of the BRCSD’s customers.

31. Secretary. The position of Secretary is hereby ratified. She shall be supervised by the BRCSD Board. The Secretary is to administrate the routine administrative processes of the

Water Department. In accordance with BRCSD policies, the Secretary shall compute, prepare, and mail bills, administrate collections, refund deposits, maintain the prescribed financial records of the Special District, craft and send certain reports required by higher authorities, receive and distribute incoming communications, perform banking and investment functions, produce the minutes of BRCSD Board meetings (except for closed meetings) in a timely manner, submit financial reports to the President of the BRCSD Board in a timely and accurate manner, and perform any other duties now or hereafter prescribed by the BRCSD Board.

32. Performance of Duties. The duties of General Manager and Secretary may be performed by other employees or Directors/Trustees under extraordinary conditions. Only employees of the BRCSD, contractors authorized by the BRCSD Board, or BRCSD Board members are authorized to install water service connections. All who do so must hold or be supervised by an individual who holds an active D-1 (or higher) Water Distribution Operator Certificate.

**ARTICLE V: APPLICATION FOR REGULAR WATER SERVICE**

33. Application Form. A property owner or his agent may make application for regular water service on the following application form or by letter giving the same information:

**BIG ROCK  
COMMUNITY SERVICES DISTRICT  
P.O. Box 453  
Crescent City, CA 95531  
464-7769**

**APPLICATION FOR WATER SERVICE**

NAME

\_\_\_\_\_

Last	First	Middle Initial
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SERVICE ADDRESS:

\_\_\_\_\_

MAILING ADDRESS:

\_\_\_\_\_

Home Phone Number: \_\_\_\_\_

PREVIOUS ADDRESS:

\_\_\_\_\_

BUSINESS OR EMPLOYER:

\_\_\_\_\_

Business Phone Number: \_\_\_\_\_

AGREEMENT:

The undersigned Consumer requests that the *Big Rock CSD* (Supplier) supply water service at the premises noted above and promises to purchase the same and make monthly payments according to Supplier's schedule or rates, which shall be legally in effect and applicable to the service herein applied for, and to conform to and abide by Supplier's rules and regulations in force relative to such service. Consumer hereby accepts that the aforesaid payment rates can change from time to time as deemed necessary to maintain the water distribution system and capitalize improvements. Consumer further accepts without reservation or qualification that, Consumer, as the property owner making application, is wholly obligated and responsible to keep its financial account with the *Big Rock CSD* current. Leasing or renting portions of Consumer's property to others does not release Consumer from said obligation to make payments as required by Supplier. Consumer shall pay to Supplier, when due, all of said obligation, and shall repay immediately upon demand all expenses (including reasonable attorneys' fees, legal expenses and costs, the cost of performing payment collections, and any hookup reconnection costs) incurred by Supplier in its legal authority under this Water Service Agreement and as a duly chartered California Special District.

\_\_\_\_\_  
Signature of Consumer

CONSUMER'S SPECIAL REQUIREMENTS (IF ANY):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Consumer's Name \_\_\_\_\_)

FEE AMOUNT: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

DATE: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

WATER IN: \_\_\_\_\_ DATE SERVICE REQUESTED: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

METER #: \_\_\_\_\_ READING: \_\_\_\_\_

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WATER OUT: \_\_\_\_\_ DATE OF WATER SERVICE OUT: \_\_\_\_\_

METER #: \_\_\_\_\_ READING: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Consumer

\_\_\_\_\_  
Date

FORWARDING ADDRESS:

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Street Number

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City State Zip Code

34. Undertaking of Applicant. Such application will signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to the BRCSD's regular water service and to make payment for water services required.

35. Payment for Previous Service. An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the BRCSD.

36. Installation Charge. The installation charge for a water meter is two thousand dollars (\$2,000).

37. Water Service Fees for Local Parties. As of FYE June 30, 2008, the following base water service charges were in force. They may be amended by BRCSD resolution from time-to-time in the best interests of the *Township of Hiouchi*. Charges apply to the size of the meter as follows:

MONTHLY BASE WATER RATES

¾-inch meters (residential)	\$39.02
1-inch meters (residential)	\$52.72
¾-inch meters (commercial)	\$39.02
1-inch meters (commercial)	\$52.72
2-inch meters (commercial)	\$163.10
4-inch meters (all)	\$505.00

The additional rate schedule by volume of drinking water used is specified as follows:

For users with **¾-inch meters**, the monthly base charge for potable water is \$39.02 for the first 2,248 gallons (300 ft<sup>3</sup>) and then an increase of \$1.22 for each 748 gallons (100 ft<sup>3</sup>) over the base charge. Rate schedule follows:

**\$39.02 per 2,248 gallons to be billed as \$0.017 per gallon**  
**\$40.24 per 2,996 gallons to be billed as \$0.013 per gallon**  
**\$41.46 per 3,744 gallons to be billed as \$0.011 per gallon**  
**\$42.68 per 4,492 gallons to be billed as \$0.009 per gallon**  
**\$43.90 per 5,240 gallons to be billed as \$0.008 per gallon**  
**\$45.12 per 5,988 gallons to be billed as \$0.009 per gallon**  
**\$46.34 per 6,736 gallons to be billed as \$0.008 per gallon**  
**\$47.56 per 7,484 gallons to be billed as \$0.006 per gallon**  
**\$48.78 per 8,232 gallons to be billed as \$0.006 per gallon**  
**\$50.00 per 8,980 gallons to be billed as \$0.006 per gallon**  
**\$51.22 per 9,728 gallons to be billed as \$0.005 per gallon**  
**Having reached 9,728 gallons, \$0.005 per gallon thereafter**

For users with **one-inch meters**, the monthly base charge is \$52.72 for the first 2,248 gallons (300 ft<sup>3</sup>) and then an increase of \$1.22 for each 748 gallons (100 ft<sup>3</sup>) over the base charge. Rate schedule follows:

**\$52.72 per 2,248 gallons to be billed as \$0.023 per gallon**  
**\$53.94 per 2,996 gallons to be billed as \$0.018 per gallon**

\$55.16 per **3,744 gallons** to be billed as **\$0.015 per gallon**  
\$56.38 per **4,492 gallons** to be billed as **\$0.013 per gallon**  
\$57.60 per **5,240 gallons** to be billed as **\$0.011 per gallon**  
\$58.82 per **5,988 gallons** to be billed as **\$0.011 per gallon**  
\$60.04 per **6,736 gallons** to be billed as **\$0.008 per gallon**  
\$61.26 per **7,484 gallons** to be billed as **\$0.007 per gallon**  
\$62.48 per **8,232 gallons** to be billed as **\$0.007 per gallon**  
\$63.70 per **8,980 gallons** to be billed as **\$0.006 per gallon**  
\$64.92 per **9,728 gallons** to be billed as **\$0.006 per gallon**  
\$66.14 per **10,476 gallons** to be billed as **\$0.005 per gallon**  
Having reached **10,476 gallons**, **\$0.005 per gallon** thereafter

For users with **two-inch meters**, the monthly base charge is \$52.72 for the first 2,248 gallons (300 ft<sup>3</sup>) and then an increase of \$1.22 for each 748 gallons (100 ft<sup>3</sup>) over the base charge. Rate schedule follows:

\$163.72 per **2,248 gallons** to be billed as **\$0.072 per gallon**  
\$164.94 per **2,996 gallons** to be billed as **\$0.055 per gallon**  
\$166.16 per **3,744 gallons** to be billed as **\$0.044 per gallon**  
\$167.38 per **4,492 gallons** to be billed as **\$0.037 per gallon**  
\$168.60 per **5,240 gallons** to be billed as **\$0.032 per gallon**  
\$169.88 per **5,988 gallons** to be billed as **\$0.028 per gallon**  
\$171.04 per **6,736 gallons** to be billed as **\$0.025 per gallon**  
\$172.26 per **7,484 gallons** to be billed as **\$0.023 per gallon**  
\$173.48 per **8,232 gallons** to be billed as **\$0.021 per gallon**  
\$174.70 per **8,980 gallons** to be billed as **\$0.019 per gallon**  
\$175.92 per **9,728 gallons** to be billed as **\$0.018 per gallon**  
\$177.14 per **10,476 gallons** to be billed as **\$0.016 per gallon**  
\$178.36 per **11,224 gallons** to be billed as **\$0.015 per gallon**  
\$179.60 per **11,972 gallons** to be billed as **\$0.015 per gallon**  
\$180.82 per **12,720 gallons** to be billed as **\$0.014 per gallon**  
\$182.04 per **13,468 gallons** to be billed as **\$0.013 per gallon**  
\$183.26 per **14,216 gallons** to be billed as **\$0.012 per gallon**  
\$184.48 per **14,964 gallons** to be billed as **\$0.012 per gallon**  
\$185.70 per **15,712 gallons** to be billed as **\$0.011 per gallon**  
\$186.92 per **16,460 gallons** to be billed as **\$0.011 per gallon**  
\$188.14 per **17,208 gallons** to be billed as **\$0.010 per gallon**  
Having reached **17,208 gallons**, **\$0.010 per gallon** thereafter

For users with **four-inch meters**, the monthly base charge is \$505.00 for the first 2,248 gallons (300 ft<sup>3</sup>) and then an increase of \$1.22 for each 748 gallons (100 ft<sup>3</sup>) over the base charge. None of the Special District's present customers fall into this category.

38. Water Service Fees for Non-local and Mobile Parties. Water consumption by a mobile party poses threats to public health in Hiouchi and could cause the BRCSD to exceed its water diversion allowance from the Smith River. A mobile party is defined as a person or group that connects to a usually non-metered valve in Hiouchi, such as a fire hydrant, to acquire potable

water for commercial or government-agency use. All mobile parties must enter into binding written agreements with the BRCSD that, at a minimum, establish (a) liability for damage caused by the mobile party either to the BRCSD's potable water system or to property adjacent to said potable water system, (b) certify that the mobile party or its representative is trained and authorized by the mobile party to safely and appropriately use the Special District's non-metered assets, (c) agree to pay the deposit and/or water-use fees required by the BRCSD, and (d) specifically state the intended use of said potable water (see BRCSD Ordinance 2008-1). Water service to any or all mobile parties may be terminated by an authorized representative of the BRCSD without prior notice.

39. Installation of Services. Conditioned upon approval by the BRCSD Board, regular water service to a potential customer's residence property line or property line associated with his/her place of business shall be established via the installation of a water meter(s), the size of which is to be determined by the Water Department after considering the applicant's request. The applicant might be required to provide a Mainline Extension per this ordinance if an adequate water main is not available to the property. "Corporation assets" are pipelines, valves, pumps, and meters that belong to the BRCSD and are located outside of private property, unless placed in an easement with special rights. The maintenance and repairs attending corporation assets are responsibilities of the BRCSD. "Service assets" belong to the owners of premises requesting water service—examples are pipelines and valves between a water meter and a house—and said owners are responsible for all associated maintenance and repairs. The customer shall install a ball or gate valve on the owner's side of the meter at his/her own expense and within ten (10) feet of the meter. BRCSD corporation connections shall be made only to properties abutting distribution mains as have been constructed in public streets, alleys, and easements, or to extensions thereof as hereby provided. Corporation water delivery assets installed in new subdivisions prior to the construction of streets or in advance of street improvement must be accepted in the installed locations by future applicants.

40. Changes in Customer's Equipment. A customer making a material change in size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a substantial increase in the use of water, immediately shall give the BRCSD written notice of the nature of the change and, if necessary, amend his application.

41. Size and Location. The BRCSD reserves the right to determine the size of a service connection and its location with respect to the configuration and location of the property to be served. The laying of a consumer's service pipeline to his proposed meter box should not be undertaken until the location of the service connection has been approved by the General Manager.

42. Curb Cock. Every service connection installed by the BRCSD shall be equipped with a curb cock on the inlet side of the meter. The curb cock is intended for the exclusive use of the BRCSD in controlling the water supply through the service connection pipe. If the curb cock is damaged by the consumer's use to an extent requiring replacement, such replacement shall be at the consumer's expense.

43. Domestic, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection unless it conforms to the following rules:

a. Separate Building. Each residence or building under separate ownership must be provided with a separate service connection. Two or more residences or buildings on the same lot shall have separate services if the residences or buildings could legally be sold separately. Two or more residences or buildings under single ownership and on the same lot or parcel of land may (with specific BRCSD Board approval based on hardship or extenuating circumstances) be supplied through the same service connection, provided that, for each service requirement under a separate roof, an additional minimum fee will be applied to the single meter serving said residences or buildings. The BRCSD Board reserves the right to limit the number of buildings or the area of land under single ownership that may be supplied by one service connection.

b. Single Connection. Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.

c. Different Owners. A service connection shall not be used to supply a property owner or to supply the property of the same owner across a street or alley, without written approval of the BRCSD Board, for specific cases otherwise meeting the intent of this ordinance.

d. Divided Property. When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

e. Water Service Responsibilities. The corporate connections extending from the water main to the property line and including the meter, meter box, and curb cock or wheel valve shall be maintained by the BRCSD. All pipes and fixtures extending into or lying inside the property line (beyond the meter) are considered the service line and shall be installed and maintained by the owner of the property in accordance with BRCSD and other regulatory policies.

ARTICLE VI: APPLICATION FOR REGULAR WATER  
SERVICE WHEN MAIN EXTENSION IS REQUIRED

44. Application for Main Extension. The following rules are established for making main distribution line extensions:

a. Application. Any owner of one or more lots, or parcels or subdivider of a tract of land, desiring water service might be required to provide the extension or enlargement of one or more water mains to serve such property and shall make a written application to the BRCSD. Such extensions shall be required if an existing BRCSD water main with appropriate capacity is not available to the property. Application must contain the legal description of the property to be served and the tract number thereof, and any additional information which might be required by the BRCSD, including a legible map showing the location and number of the proposed connections.

b. Investigation. Upon receipt of the application, the General Manager shall make an initial investigation of the proposed water service and shall determine if the applicant shall be required to provide an engineering evaluation of water service to the property. If such evaluation is deemed necessary by the BRCSD, the applicant shall retain and pay for the services of a duly licensed professional engineer to complete the analysis and make recommendations for required improvements. The applicant shall pay the cost of the BRCSD retaining the BRCSD's engineer to review the applicant's evaluation. Such payments shall be through a retainer determined by the BRCSD's General Manager based upon the circumstances and delivered in advance of the services of the BRCSD's engineer. The BRCSD's engineer shall work with the applicant's engineer to consider the analysis and recommendations. The BRCSD's engineer shall report back to the BRCSD Board with recommended conditions for connection.

c. Ruling. The BRCSD Board shall thereupon consider such application and engineering evaluation report and recommendations, and, after thorough consideration, reject, modify, or approve it. The applicant shall be responsible for paying the costs associated with mainline

extensions, including paying the cost associated with BRCSD inspection of any construction associated with existing BRCSD infrastructure, or the installation of new infrastructure to be dedicated to the BRCSD.

d. BRCSD Lines. All extensions thus provided for, in accordance with this ordinance, shall be dedicated by the applicant to the BRCSD following BRCSD acceptance of the infrastructure, and shall remain the property of the BRCSD. Refunds for main distribution lines in existing public streets or other BRCSD rights-of-way are normally not provided.

e. Dead-End Lines. No dead-end water distribution lines shall be permitted, except at the discretion of the BRCSD Board upon receiving sound advice from a licensed civil engineer, and, in cases where circulation lines are necessary, they shall be designed and installed by the Water Department as a part of the cost of the extension.

45. General. The BRCSD will provide all main water-line extensions upon application for reasonable service. The applicant shall advance the "estimated cost" of the water main to and across his street frontage. For a corner lot, the street frontage shall be one-half the sum of the total street frontages. For other irregular-shaped lots, the total street frontage shall be determined by the BRCSD Board. The "estimated cost" of the water main shall be based on the contracted engineering company's estimate plus 10% for six (6) inch C-900 plastic pipe, set in place as determined by the BRCSD Board.

A two (2) inch line may be installed where, in the opinion of the BRCSD's engineering company, a two (2) inch line is sufficient to supply a limited number of houses (usually less than 6) and the two (2) inch line will not be further extended in such a case without the approval of the BRCSD Board. However, such water lines do not provide fire protection service, and granting of such extensions shall be considered only under unusual conditions with significant overriding considerations. An applicant's desire to avoid the cost of installing an appropriately sized water main capable of carrying fire flow is not considered an overriding consideration. If such an extension is approved by the Board, the applicant shall pay the entire cost of the total length of the two (2) inch line, plus 10%.

The applicant shall pay the cost for the BRCSD to tap the main distribution pipe and provide the valve at said main.

46. Advance Cost and Refunds Where Main Extension is not Required.

a. Connect to Main. When a property owner applies to connect his property to a water main extension previously paid for by another person as set forth in Provision 44 above, such applicant(s) shall pay to the BRCSD their pro-rata share of the actual original cost of the main extension across his/her street frontage as determined by the BRCSD. When such connection is made within ten (10) years of the date of original connection of such extension to the BRCSD's water system, the BRCSD shall, upon receipt of payment from such applicant, pay the amount so collected to the person who originally paid for the main extension as set forth in Provision 44 above, as long as the person who originally paid for the main extension still owns the property that necessitated the original mainline extension.

b. Extended Main. When a person applies for an additional or enlarged service to property that fronts on a main that has been extended and paid for by another owner subsequent to the date the applicant's property was originally connected to the BRCSD's system, such applicant(s) shall pay to the BRCSD their pro-rata share of the actual original cost of such main extension across his street frontage as determined by the BRCSD. When such additional or enlarged service is connected within ten (10) years of the date of original connection of such extension to the BRCSD's water system, the BRCSD shall, upon receipt of payment from such applicant, pay the amount so collected to the person who paid for the main extension as set forth in Provision 44 above, as long as the person who originally paid for the main extension still owns the property that necessitated the original mainline extension. If further extension of the main is required, it shall be completed according to Provision 44.

47. Determination. If, in the opinion of the BRCSD Board, the cost thereof is in excess of what it is prepared to advance, or it questions the economic advantage to the BRCSD of making such advance, then the person desiring service shall pay all costs, as follows:

a. Under 100 Feet. When the BRCSD Board so determines, the applicant shall advance one-half the estimated cost of the water main across his street frontage, which frontage shall be not less than fifty (50) feet; provided this distance, plus street intersections, if any, does not exceed one hundred (100) feet.

b. Over 100 Feet. Should the total water main extension exceed one hundred (100) feet, the total cost must be deposited in advance of construction.

c. Corner. For a corner lot, the street frontage shall be one-half the sum of the total street frontage. For other irregular shaped lots, the total street frontage shall be determined by the BRCSD Board.

d. Deposit. The deposit for the cost of a water main shall be based on a contracted engineering company's estimate, plus ten (10) percent for six (6) inch (minimum) C-900 plastic pipe, set in place.

e. 2-Inch Pipe. A two (2) inch line may be installed only where, in the opinion of the contracted engineering company, a two (2) inch line is sufficient to supply a limited number of houses (3 to 6) where such water main never would be extended and where there is adequate nearby fire protection. Distance adequacy is to be determined by the serving fire-insurance company. The applicant(s) shall pay the entire cost of the total length of the two (2) inch line, plus ten (10) percent. The BRCSD will tap the main distribution line and provide the valve at the main.

48. Refund. Where the cost of the extension, excepting the one-half of the first one hundred (100) feet as provided for in Provision 47 above, has been paid for by a property owner(s), a refund shall be paid to the original person(s) advancing the cost of the main after "others" pay for their one-half obligation the cost of the remainder of the main distribution line across his street frontage, which refund will be refunded to the original property owner(s) having made such payment, if it occurs within a ten (10) year period of such agreement date.

Refund of the cost of a two (2) inch line shall include all of the first one hundred (100) feet as provided for in Provision 47 above (as it was paid for by the original applicant).

#### ARTICLE VII: SUBDIVISIONS

49. Application. A person desiring to provide a water system in a tract of land that he/she proposes to subdivide shall make written application therefore.

50. Contents. Said application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative or final map, and of the plans, profiles and specifications for the street work therein.

51. Investigation. Upon receiving the application, the General Manager shall make an investigation and review of the proposed subdivision and shall report his findings to the BRCSD Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefore. If he lacks the necessary skills or ability, he may request the

services of the BRCSD's engineer, and the applicant shall be responsible for paying the costs of BRCSD review.

52. Subdivisions, Tracts or Housing Projects Deposit. Sub-dividers shall advance to the BRCSD one hundred ten (110) percent of the cost of the project if to be constructed by the BRCSD, or ten (10) percent if to be constructed by the sub-divider, of the costs of the labor and materials necessary for constructing main water distribution lines to be laid within the subdivision, plus dry-barrel fire hydrants and appurtenances. Fire hydrants shall be so located that each lot is within five hundred (500) feet of a hydrant. Fire hydrant number and location shall be approved by the local fire protection authority.

53. Specifications and Construction. The sizes, types and quality of materials and location of the water lines shall be specified by the BRCSD, and the actual construction will be performed by the BRCSD or by a contractor acceptable to it, in either of which cases it shall be supervised and inspected by a properly licensed representative of the BRCSD. Such review and inspection costs shall be borne by the applicant.

54. Adjustment. Adjustments of substantial difference (more than one foot) between the estimated and actual length of line installed shall be made at or before completion of the installation, and any excess shall be refunded to the subdivider. Conversely, he must compensate the BRCSD in full for any shortage.

55. Property of the BRCSD. All facilities shall be the property of the BRCSD, and the total number of credits and refunds shall not exceed the original deposit. Such facilities shall be formally dedicated to the BRCSD following BRCSD review and acceptance.

56. Connections. The subdivider shall, at his/her cost, provide all connections to houses constructed by him, as herein provided, prior to paving.

#### ARTICLE VIII: GENERAL USE REGULATIONS

57. Number of Services per Premises. The applicant may apply for as many services as may be reasonably required for his premises, provided that the pipeline system for each service be independent of the other(s) and that they not be cross-connected.

58. Water Waste. No customer shall knowingly permit leaks or waste of water on his property. Where water is wastefully or negligently used on a customer's premises, seriously affecting the municipal water service, the BRCSD may discontinue such service if such conditions are not corrected within five (5) days after giving the customer written notice.

59. Responsibility for Equipment on a Customer's Premises. All facilities installed by the BRCSD on private property for the purposes of rendering water service shall remain the property of the BRCSD and may be maintained, replaced or repaired by the Water Department without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of said BRCSD assets. No payment to said owner or occupant shall be made by the BRCSD for placing or maintaining said assets on private property.

60. Damage to Water System Facilities. The customer shall be liable for any damage to the corporate or service facilities when such damage is from causes originating on his premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that might result from hot water or steam from a boiler or a heater of any nature on the customer's premises. Promptly on presentation of a bill, the BRCSD shall be reimbursed by the customer for any such damage.

61. Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing that is or might be connected to a corporate connection or main belonging to the BRCSD. The BRCSD will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

62. Control Valve on the Customer's Property. The customer shall provide a valve on his side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on his premises. The customer shall not use the corporate curb stop to turn water on and off for his convenience. Doing so could result in criminal prosecution for water-theft.

63. Cross-Connections. The customer must comply with California and Federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from contamination (*California Health and Safety Code*, Title 17, §7583-7605). Water service to any premises may be discontinued immediately by the BRCSD if a defect is found in check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

64. Interruptions in Service. The BRCSD shall not be liable for damage that results from an interruption in service due to a cause beyond the control of the Water Department. If the Special

District requires a customer to use a backflow device, water service to the associated property may be discontinued, at the discretion of the Water Department after coordinating with the customer, to complete the installation process.

65. Ingress and Egress. Representatives of the Water Department and its contractors shall have the right of ingress and egress regarding customers' premises during daylight hours and for any purpose reasonably connected with the BRCSD's obligation to provide water service. In the event of an emergency as perceived by the Water Department, the BRCSD has a legal right to access its assets 24 hours per day. The Water Department will make reasonable attempts to notify affected customers prior to ingress as a matter of courtesy.

#### ARTICLE IX: METERS

66. Meter Installations. For a fee, all meters will be installed by the BRCSD—in the sidewalk area, if possible—and shall be owned by the BRCSD. Subsequent removal and replacement of a meter will be undertaken at the BRCSD's expense, unless the customer inappropriately causes such actions. In the latter case, the errant customer must pay the costs of the associated work, including a reconnection fee, to the BRCSD. No rent or other charge will be paid by the BRCSD for a meter or other facilities, including connections. All meters will be locked by the BRCSD at the time of installation, and no lock shall be altered or broken except by one of its authorized employees or agents.

67. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at his expense. The BRCSD is responsible for the cost of moving meters to protect BRCSD assets. If the lateral distance specified by a customer for moving a meter exceeds eight (8) feet, he will be required to pay for new service at the desired location.

68. Meter Tests—Deposits. All meters shall be tested prior to installation, and no meter will be installed that registers more than two percent (2%) fast. If a customer desires to have the meter serving his property tested, he first shall deposit five dollars (\$5.00) for meters up to one inch (1") in size and ten dollars (\$10.00) for meters larger than 1", and he shall be present when said meter is tested in the meter shop of the BRCSD or other specified location.

69. Adjustment for Meter Errors—Fast Meters. Should a meter tested at the request of a customer be found to register 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 (6) months, whichever is less, shall be refunded to the customer.

70. Adjustment for Meter Errors—Slow Meters. If a meter tested at the request of a customer is found to be more than twenty-five percent (25%) slow in the case of domestic services, or more than five percent (5%) slow for other than domestic services, the BRCSD may bill the customer for the amount of the undercharge, based upon corrected meter readings for the period, not exceeding six (6) months, when the meter was in use.

71. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based upon the estimated consumption rate, whichever is greater. Such estimates shall be calculated by researching previous consumption rates recorded for that customer over a comparable period or by such other methods as are determined appropriate by the Water Department. Customers may appeal to the BRCSD Board.

#### ARTICLE X: BILLING

72. Billing Period. The regular billing period will be monthly or bi-monthly as the option of the BRCSD.

73. Meter Reading. Meters will be read as nearly as possible on the same day of each month. Billing periods containing less than twenty-seven (27) days or more than thirty-three (33) days for bills rendered monthly, or less than fifty-four (54) days and more than sixty-six (66) days for bills rendered bi-monthly, will be prorated.

74. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated with respect to both minimum charges and quantity blocks. If the total period for which service was rendered is less than one month, the bill shall not be less than the applicable monthly minimum charge. Closing bills may be estimated by the Water Department for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

75. Payment Process. Water charges are due and payable at the office of the BRCSD or at the mail receptacle inside the *Hiouchi Hamlet* on the date specified in the billing notice. Payment is due by the fifteenth day of each month following the billed month. Customers who do not make payments on the scheduled first payment due date are considered to have a past-due or delinquent account. Late fees will accrue on a monthly basis from the original payment due date at a rate of two percent (2%) of the delinquent balance. If said delinquency persists, the Water Department will verbally contact the customer prior to twenty-five (25) days of late status. After thirty (30) days of late status past the payment due date, the Water Department shall send a

registered letter to the customer requiring full payment. If delinquency continues after three (3) more days, a member of the BRCSD Board will visit the customer personally. The goal of that visit is to assess the situation and make a report to the BRCSD Board for final action in a public meeting. If the BRCSD Board ultimately directs the Water Department to disconnect water service, the Water Department will comply within three (3) days of receiving such guidance, unless the delinquent customer pays his bill in the meantime. Late fees will accrue on delinquent accounts until the BRCSD Board mandates termination of water service or directs otherwise in a public meeting. A fifty dollar (\$50) reconnection fee shall be charged to a customer who successfully applies for restored water service. This fee must be paid to the BRCSD within fifteen (15) days from the date full water service is restored, unless the time between disconnection and reconnection is less than 24 hours. In the latter case, the customer will not be billed.

76. Billing of Separate Meters Not Combined. Separate bills will be rendered for each meter installation, except where the Water Department has, for its own convenience, installed two (2) or more meters in place of one (1) meter. Where such installations are made, the meter readings will be combined for billing purposes.

77. Billing of Mobile Parties. A mobile party is a person or group that connects to a usually non-metered valve in Hiouchi, such as a fire hydrant, to acquire potable water for commercial or government-agency use. Because a mobile party can pose a threat to public health in Hiouchi, water service to any or all mobile parties may be withheld by an authorized representative of the BRCSD without notice. Mobile parties may draft water from any municipal source in the BRCSD's jurisdiction by applying to the BRCSD, paying a refundable deposit of nine hundred dollars (\$900) to the Water Department, and reporting the drawn volume of water to the Water Department within fifteen (15) days after the fact. Said mobile parties then will be billed according to the table contained in BRCSD Ordinance 2008-1.

78. Consumer's Guarantee. Water charges begin when a service connection is installed and the meter is set, unless the water is ordered to be left shut off when the service connection is ordered to be installed. Before water is turned on by the BRCSD for any purpose whatsoever, the property owner must sign a form in which he guarantees payment of future water bills for the service he requires. The person signing the guarantee or meter set form will be held liable for

water used until the BRCSD is notified in writing to discontinue service or to transfer the account to another property owner.

In the case of rentals, the property owner will be liable for the unpaid accounts. The BRCSD may require an advance deposit in the amount that it may decide from time to time. Delinquencies over 75 days and/or abnormal water usage shall be reported to the property owner.

79. Water Used Without Approval. A person taking possession of premises and using water from an active service connection without having made application to the BRCSD for water service shall be held liable for the cost of the water delivered from the date of the last recorded meter reading, and, if the meter is found to be inoperative, the quantity consumed will be estimated by the Water Department. If proper application for water service is not made upon notification by the BRCSD to do so and if accumulated bills for service are not paid immediately, service to the associated property may be discontinued by the BRCSD without further notice.

80. Damages from Leaking Pipes and Fixtures. When turning on the water supply as requested by a property owner and the house or property remains vacant, the BRCSD will endeavor to ascertain if water is running inside the building. If such is found to be the case, water service will be left shut off at the curb cock on the inlet side of the meter. The Water Department's jurisdiction and responsibility end at the property boundary line, and the BRCSD in no case is liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

81. Damage to Meters. The BRCSD reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable, however, for any damage to the meter due to his negligence or carelessness, and in particular for damage caused by hot water or steam from the premises.

#### ARTICLE XI: DISCONTINUANCE OF SERVICE

82. Disconnection for Non-Payment. Service may be discontinued for nonpayment of bills (see Paragraph 75).

83. Consumer Liability to Pay. Failure to receive a due bill does not relieve the consumer of liability to pay for water service. Any amount due shall be deemed a debt to the BRCSD, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be

liable to an action in the name of the BRCSD in any court of competent jurisdiction in California for the amount thereof.

84. Reconnection Charge. A reconnection charge of fifty dollars (\$50), plus accrued debt and penalties, will be made and collected prior to renewing water service following a discontinuance (see Paragraph 75).

85. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use that possibly might endanger or disturb water service to other customers.

86. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of California or Federal laws (see Paragraph 63).

87. Fraud, Theft or Abuse. Water service may be discontinued or refused to consumers if the BRCSD Board considers such necessary to protect the BRCSD against fraud, theft or abuse (also see BRCSD Ordinance 2008-1).

88. Noncompliance with Regulations. Water service may be discontinued or withheld for noncompliance with this or any other active ordinance, regulation, or resolution of the BRCSD that relates to water service or public health.

89. Upon Vacating Premises. Customers desiring to discontinue water service should so notify the Water Department two (2) days prior to vacating their premises. Unless discontinuance of service is ordered, said customers shall be liable for charges, whether or not any water is used.

#### ARTICLE XII: COLLECTION BY SUIT

90. Penalty. Rates and charges that are not paid on or before the day of delinquency shall be subject to a penalty rate of two percent (2%) of the delinquent balance accruing on a monthly basis from the original payment due date (see Paragraph 75).

91. Suit. All unpaid rates, charges and penalties herein provided may be collected by lawsuit.

92. Costs. Defendants shall pay all costs of lawsuits in any judgments rendered in favor of the BRCSD.

#### ARTICLE XIII: PUBLIC FIRE PROTECTION

93. Use of Fire Hydrants. Fire hydrants are for use by the BRCSD or by organized fire protection agencies pursuant to contract with the BRCSD (see BRCSD Ordinance 2008-1). Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the Water Department prior to use and shall operate said hydrants in accordance with

instructions issued by the Water Department. The unauthorized use of hydrants or the unauthorized removal of an official warning sign from a hydrant will be prosecuted in accordance with the law. Those who operate hydrant valves in the *Township of Hiouchi* must be properly trained in hydrant operations or supervised on-site by the Water Department. Precautions must be taken to avoid water hammer and throttling issues (see BRCSD Ordinance 2008-1). In the case of a wet-barrel hydrant, the main valve may be throttled for flow control (water truck loading, etc.). A dry-barrel hydrant must not be throttled. The main valve should be completely opened, or it will leak through the weep hole and weaken the surrounding soil. The Water Department will install a separate valve onto a dry-barrel hydrant, open it completely, and throttle it with a separate valve. The shut-off valve (gate valve) placed on the main distribution line prior to either type of hydrant never should be throttled.

a. Access. The BRCSD, the *Smith River Fire Protection District*, and all other public fire prevention/suppression agencies normally serving the *Township of Hiouchi* shall have permanent access at any time of the day to each of the BRCSD's fire hydrants, whether located on a public or a private street. If the majority of property owners on a private street oppose such access, the BRCSD shall remove the fire hydrant in question and so notify the Del Norte County Emergency Services Office and the aforesaid serving agencies.\*\*

b. Obstruction. To prevent damage to the BRCSD's hydrants by vehicular threats or impairment of authorized access to a hydrant, the adjacent street curbs for distances less than ten (10) feet in total length must be painted red in a manner that would prohibit parking or any other form of obstruction. No person shall stop, park, or leave standing any vehicle within fifteen (15) feet of a fire hydrant. (To review these restrictions, see *California Fire Code*, §22514.) The BRCSD may temporarily mark the edge of a given street's nearest traffic lane with a one (1) foot long blue stripe perpendicular to the curb to draw workers' attention to a hydrant requiring maintenance or repairs. Stripe must be removed within thirty (30) days.\*\*

94. Hydrant Use Fees. A charge, to be determined by contract between the BRCSD and organized fire protection agencies, may be imposed for hydrant maintenance and water used for public fire protection (see BRCSD Ordinance 2008-1).

95. Moving of Fire Hydrants. When the appropriate array of fire hydrants has been installed in all of the locations specified by all governing authorities, the BRCSD has fulfilled its obligations to the *Township of Hiouchi*, the *State of California*, and the *U.S. National Park Service*. If a

property owner or other party desires a change in the size, type or location of a hydrant, he shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the *Smith River Fire District*.

#### ARTICLE XIV: PRIVATE FIRE PROTECTION SERVICE

96. Payment of Cost. The applicant for private fire protection service shall pay the total actual cost of installation of such 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 to become the property of the BRCSD. The Special District may agree to install the connection and meter at cost, plus ten percent (10%).

97. No Connection to Other System. There shall be no connection(s) between this fire protection system and any other water distribution system on the premises.

98. Use. There shall be no water used through said private fire protection service, except to extinguish fires and for testing fire protection equipment on a reasonable frequency.

99. 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 fires where such fires have been reported to the *Smith River Fire District*.

100. Monthly Rates. Additional monthly rates, if any, for private fire protection shall be established by the BRCSD Board upon receipt of an application.

101. Water for Fire Storage Tanks. Occasionally water may be drawn by a private fire suppression service for filling a reserve water storage tank connected to its system. Written permission must be secured from the BRCSD in advance of said act and when an approved means of volume measurement is available. The BRCSD's regular water rates will be applicable based on a two-inch (2") meter size.

102. Violation of Agreement. If water is used by a private fire service in violation of its agreement with the BRCSD or of the BRCSD's regulations, the BRCSD may, at its discretion, discontinue and remove the service.

103. Water Pressure and Supply. The BRCSD assumes no responsibility for loss or damage to public or private assets due to water pressure fluctuations, high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The BRCSD's water service is subject to shutdowns and variations often beyond the Water Department's control.

104. Rules. The following rules shall apply to fire-service connections

(a) Valve. When a fire service connection to a public or private premises is approved by the BRCSD Board and installed, the valve governing the connection will be closed and sealed by the Water Department. It shall remain in this condition until the Water Department receives a written order from the owner of the premises to have the water turned on.

(b) Meter. If the BRCSD has not required a meter, and, if water is used by or through a public or private fire service connection for any other purpose than suppressing fire, the former shall have the right to place a meter on the fire service connection at the owner's expense, or shut off the water supply entirely to that connection.

(c) Additional Service. The BRCSD shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The BRCSD also shall have the right to determine the proportion of the installation cost that is properly chargeable to each service connection, if the segregation of costs becomes necessary.

(d) Check Valve. The BRCSD reserves the right to install on all fire service connections a check valve of a type approved by the *Insurance Services Office*, and to equip the same with a bypass meter at the expense of the owner of the property.

#### ARTICLE XV: TEMPORARY SERVICE

105. No Conflict. This Article shall not conflict with the intent and provisions of BRCSD Ordinance 2008-1 regarding "mobile parties." Rather, this Article applies to applicants who wish to connect to the BRCSD's water system and use the water within the Special District's jurisdiction for a period of not more than six (6) months.

106. Duration of Service. Not later than six (6) months after installation, temporary water service connections shall be disconnected and their associated accounts terminated, unless extensions of time are granted in writing by the BRCSD. Anticipating the termination of a temporary account and wishing to establish permanency, a temporary customer may apply to the BRCSD for permanent water service, at which time the associated deposit, meter installation fee, monthly charge and nonpayment penalties for permanent water service would be applicable. Conversion (temporary to permanent) discounts under this rule are not available.

107. Deposit. If water service is supplied via other than a fire hydrant, the applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to

furnish temporary water service, exclusive of the cost of salvageable material, but inclusive of labor charges. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund, or credit. If water service is supplied through a fire hydrant, the applicant will be charged in accordance with the rate schedule articulated in BRCSD Ordinance 2008-1 and the following deposit fees:

- Flat charge per connection for installation and hydrant operation training by the General Manager: \$30.00
- Each additional move of facilities to another location: \$30.00

108. Installation and Operation. The facilities and actions needed by the customer for temporary water service shall be furnished by the Water Department and shall be operated in accordance with the BRCSD's ordinances, resolutions, regulations and policies.

109. Responsibility for Meters and Installations. The customer shall use all possible care to prevent damage to the meter or to any other loaned assets of the BRCSD that are involved in providing temporary water service from the time said assets are installed until they are removed, or until 48 hours notice in writing has been given to the BRCSD that the contractor or any other party no longer requires use of said meter(s) or temporarily installed facilities. If the meter, facilities or other assets are damaged, the customer will pay to the BRCSD the cost of making repairs or replacing them if repairs are not cost-effective.

110. Supply from Fire Hydrant. An applicant for temporary use of water from a fire hydrant must comply with BRCSD Ordinance 2008-1, especially the payment of a refundable deposit to protect the BRCSD against damage from water hammer and damaged infrastructure. If the applicant is not able to furnish (a) his own meter to be installed on the hydrant, (b) an approved hydrant wrench and (c) also a valve for flow control in the case of a dry-barrel hydrant, he must pay a rental fee to the BRCSD of \$10.00 for each item. Applicant will show written proof that he has been trained in safe hydrant operations, unless such documentation is on file with the BRCSD. If proof is not immediately available, the applicant's hydrant operations must be supervised by an authorized representative of the BRCSD. Water volume drawn from a hydrant must be reported to the BRCSD as specified in BRCSD Ordinance 2008-1.

111. Exercising Fire Hydrants. Every fire hydrant owned by the BRCSD will be exercised appropriately at least once per year. Fire suppression activity satisfies this requirement. Hydrant

operators will report to the Water Department all volumes of water drawn from each hydrant, so that the BRCSD is able to accurately manage its water-loss rates.

112. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor punishable under criminal law.

#### ARTICLE XVI: GENERAL PROVISIONS

113. Pools, Ponds and Tanks. When an abnormally large quantity of water is desired for a swimming pool, a pond, a tank or other outlay, arrangements first must be made with the Water Department. Permission to use water in unusual quantities will be granted only if (a) it can be delivered safely via the BRCSD's facilities, (b) other consumers are not thereby inconvenienced, and (c) the Special District is not in danger of compromising its diversion rate or limit from the Smith River. Standard fees shall apply.

114. Responsibility for Own Equipment. The customer shall, at his own risk and expense, furnish, install and maintain in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing drinking water from the Special District. The BRCSD is not responsible for any loss or damage caused by the improper installation of such equipment or the negligence or wrongful acts of the customer or of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating, or interfering with such equipment. Likewise, the BRCSD may not be held liable for damage to property cause by faucets, valves and other equipment that happen to be open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

#### ARTICLE XVII: COMMUNITY INTERESTS

115. Expectations. The residents and business owners in the *Township of Hiouchi* appreciate living or operating in a municipal jurisdiction (California Special District) where they can flourish in (a) peace and relative security, (b) a clean and attractive environment, (c) good fellowship with neighbors, (d) freedom granted by constitutional law (*United States and California Constitutions*) to make domestic and commercial choices, (e) good health, and (f) physical safety. In addition, they expect

- Their drinking water to remain free from contaminants (organic and inorganic) and noticeable turbidity,
- The flow of drinking water to remain uninterrupted,
- The pressure at their faucets and other valves to remain satisfactory for their needs,
- Their drinking water service fees to remain affordable, and

- The behavior of the BRCSD to remain ethical and lawful.

116. Priorities. The voters of Hiouchi entrust the Special District's directors/trustees with the responsibility of satisfying those expectations. It is in that context that the BRCSD Board shall adopt the priorities of (a) establishing and maintaining the necessary enabling policies for the Water Department to carry out cost-effectively, (b) supervising the Special District's employees and contractors in a manner that bears satisfactory fruition, (c) making certain that the BRCSD complies with all pertinent laws and regulations, (d) ensuring the organization's financial well-being, and (e) building a capital reserve that is capable of repairing and replacing infrastructure in the future. Therefore, the BRCSD must set in motion prudent rate-setting practices to discourage excessive water use, thereby avoiding violations of Hiouchi's water-diversion limit, and to satisfy its capital reserve requirements, which fluctuate based on system age and regulatory changes. The BRCSD is obliged to accommodate fire-suppression demands within a one (1) mile radius of the *Hiouchi Hamlet* and, with the appropriate regulatory strategy, dissuade private parties from drafting drinking water from the jurisdiction's fire hydrants for commercial gain (see BRCSD Ordinance 2008-1).

#### ARTICLE XVIII: PRECEDENCE

117. Assumption of Precedence. With respect to the subjects, matters, requirements, and concerns addressed herein, this ordinance supersedes and assumes precedence over all other ordinances, resolutions, or policies previously approved by the BRCSD Board. Alleged conflicts may or may not be reviewed by the BRCSD Board at its discretion.

#### ARTICLE XIX: EFFECTIVE DATE

118. Approval Process. Changes proposed by the public will be entertained by the BRCSD Board of Directors/Trustees on June 18, 2009, if any are submitted to the President of the Board in writing or verbally during the public comment period between May 22, 2009 and June 17, 2009.\* This ordinance shall become effective upon final approval of the BRCSD Board. Proposed written changes should be addressed to Board President Craig Bradford, 2680 U.S. Highway 199, Crescent City (Hiouchi), CA 95531. (He left the Board on April 18, 2019.) Proposed future changes should be addressed to Board President Alan Porteous, 160 Storm Way, Crescent City (Hiouchi), CA 95531. He is willing to receive verbal recommendations at (707) 458-3218.

\*APPROVED FOR PUBLIC COMMENT by the Board of Directors/Trustees of the *Big Rock Community Services District* at a Public Meeting held on this 21<sup>st</sup> day of May, 2009, by the following polled vote:

AYES: Kuykendall, Bradford, Nolan, Brown  
NOES: None  
ABSENT: Juden  
ABSTAIN: None



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Craig Bradford, President  
Board of Directors/Trustees

Attest:   
SANDY MORENO, Secretary

\*BYLAWS APPROVED by the Board of Directors/Trustees of the *Big Rock Community Services District* at a Public Meeting held on this 18<sup>th</sup> day of June, 2009 by the following polled vote:

AYES: Bradford, Kuykendall, Brown, Nolan  
NOES: None  
ABSENT: Juden  
ABSTAIN: None



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Craig Bradford, President  
Board of Directors/Trustees

Attest:   
SANDY MORENO, Secretary

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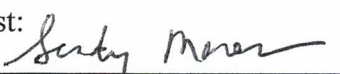
\*\*AMENDMENT TO PARAGRAPH 93 APPROVED FOR PUBLIC COMMENT by the Board of Directors/Trustees of the *Big Rock Community Services District* at a Public Meeting held on this 21<sup>st</sup> day of January, 2016, by the following polled vote:

AYES: Bradford, Porteous, Swenson, Aten  
NOES: None  
ABSENT: Shepard  
ABSTAIN: None



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Craig Bradford, President  
Board of Directors/Trustees

Attest:   
SANDY MORENO, Secretary

\*\*AMENDMENT TO PARAGRAPH 93 APPROVED by the Board of Directors/Trustees of the *Big Rock Community Services District* at a Public Meeting held on this 18<sup>th</sup> day of February, 2016 by the following polled vote:

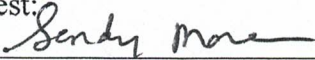
AYES: Bradford, Porteous, Swenson, Aten  
NOES: None  
ABSENT: None (temporary Board vacancy)  
ABSTAIN: None



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Craig Bradford, President  
Board of Directors/Trustees

Attest:

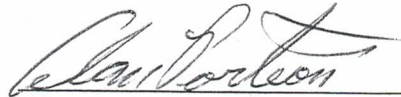


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SANDY MORENO, Secretary

\*\*AMENDMENTS TO PARAGRAPHS 10, 13, 39, 44, 45, 46, 51, 52, 53, 55, and 118 APPROVED by the Board of Directors/Trustees of the *Big Rock Community Services District* at a Public Meeting held on this 16<sup>th</sup> day of May, 2019 by the following polled vote:

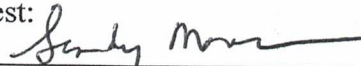
AYES: Porteous, Swenson, Aten, Finley  
NOES: None  
ABSENT: None (temporary Board vacancy)  
ABSTAIN: None



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Alan Porteous, President  
Board of Directors/Trustees

Attest:



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SANDY MORENO, Secretary