



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 7**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE**

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

SECTION 1 GENERAL PROVISION

- 1.01. Short Title. This Ordinance shall be known and may be cited as Town of Discovery Bay Community Services District ("TODBCSD" or "District") Water Regulations and Service Ordinance ("Ordinance").
- 1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.
- 1.03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 *et. seq.*
- 1.04. Application. The provisions of this Ordinance shall apply to all Customers using Water within the boundaries of TODBCSD or using Water provided by TODBCSD.
- 1.05. Enterprise. The District will furnish and or make available a system, plant, works, and undertaking used for and useful in the delivery of potable Water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.
- 1.06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any Person or circumstances are for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other Persons or circumstances. The Governing Body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.
- 1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

- 1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations.
- 1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the Person to be notified or by deposit in the US Mail in a sealed envelope, postage prepaid, addressed to such Person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.
- Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any Person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
- 1.10. Effect of Heading. The title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning, or intent of any section or subsection of this Ordinance.
- 1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within 10 days of the General Manager's decision in accordance with Section 31 of this Ordinance. When appealed, the Board's ruling shall be final.
- 1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2 DEFINITIONS

The following words when used in any provision of this Ordinance shall be construed to have the following meaning:

- 2.01. Applicant. The Person making application hereunder and who shall be the Owner of the Premises involved, or his or her authorized agents, so authorized in writing to the TODBCSD. In the event that a Landlord-Owner's account is in arrears, one or more adult tenants may become an Applicant as provided for in Section 43 of this Ordinance.
- 2.02. Board or Board of Directors. The Board of Directors of TODBCSD.
- 2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter, and meter box, all used to extend Water service from the Main to the Premises, the laying thereof and the tapping of the Main. Where services are divided at the curb or property line to serve several Customers each such branch service shall be deemed a separate service.
- 2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.
- 2.05. County. The County of Contra Costa, California.
- 2.06. Cross Connection. Any actual or potential Connection between TODBCSD's or consumer's potable piping system and any other source or piping system through which it is possible to introduce into any part of the potable piping system any untreated water, used water, industrial fluid, gas or substance other than the potable water with which the piping system is supplied. By-pass arrangements, jumper connections, removal sections,

swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

- 2.07. Customer. Any Person, Entity, firm, partnership, business, corporation, district or governmental agency that receives Water from TODBCSD.
- 2.08. District. Town of Discovery Bay, a Community Services District formed under the provisions of California Government Code §§ 61000 et seq., within Contra Costa County, California.
- 2.09. District Engineer. A Person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.
- 2.10. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000 et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.
- 2.11. General Manager. The General Manager of TODBCSD or the General Manager's designee.
- 2.12. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.13. Main. A Water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of Water.
- 2.14. On-site fire protection facilities. Privately-owned fire protection facilities installed on private property in accordance with the provisions of this code, whether installed before or after the effective date of this Ordinance.
- 2.15. Owner. The Person owning in fee title, or 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.
- 2.16. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.17. Person or Entity. Any individual, company, partnership, agency or other public or private Entity.
- 2.18. Policy. TODBCSD Policy on Discontinuation of Residential Water Service for Nonpayment.
- 2.19. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate Premises. Apartment houses and office building may be classified as single Premises.
- 2.20. Private Fire Hydrant. A fire hydrant that is owned and maintained by a party other than TODBCSD and is not located in a TODBCSD right-of-way or other TODBCSD property.
- 2.21. Private Water Line. A Water pipeline that is owned and maintained by a party other than the TODBCSD, beyond TODBCSD's point of service.
- 2.22. Public Fire Hydrant. A fire hydrant that is owned and maintained by TODBCSD.
- 2.23. Public Water Line. The part of the Water Distribution System that is owned by TODBCSD.

- 2.24. Regular Water Service. Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the Water available therefor.
- 2.25. Residential. Any single-family unit, any duplex, or triplex family unit not requiring licensing for occupancy and operation.
- 2.26. TODBCSD. An abbreviation for Town of Discovery Bay Community Services District.
- 2.27. Temporary Water Service. The provision of Water for a period of twelve (12) months or less.
- 2.28. Waste. Shall mean any unreasonable or non-beneficial use of Water, or any unreasonable method of use of Water, including, but not limited to; the use of Water for any purpose which allows flooding or runoff in gutters, bodies of United States waters, driveways, streets or adjacent lands; the use of Water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of Water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.
- 2.29. Water. Water supplied by TODBCSD to Customers within its jurisdiction.
- 2.30. Water Distribution System. All pipes, transmission and distribution Mains and other facilities owned or operated by TODBCSD to supply, provide or deliver Water to its Customers.
- 2.31. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service. A Water Service Connection occurs at the time that a tap, pipe, or other means of taking Water is physically attached to the TODBCSD Water Distribution System in a manner capable of taking Water from the distribution system. The Water Service Connection includes the stop/valve at the distribution Main, the Water Meter, the curb stop on a metered Water service and pressure reducing valve (PRV) if applicable.
- 2.32. Water Meter. A Water Meter provided by TODBCSD that is installed by TODBCSD on a Water Service Connection or a fire hydrant in a manner that measures the volume of all Water taken from the TODBCSD Water Distribution System through that Water Service Connection or hydrant.

SECTION 3 GENERAL RULES

- 3.01. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to the TODBCSD Water Distribution System.
- 3.02. Following the effective date of this Ordinance, it shall be unlawful any person to connect to, construct, install, provide, maintain, or use any other means of Water facilities from any building in the area serviced with Water by TODBCSD except by connection to Water facilities in the manner as provided for in this Ordinance. Any violation of this Ordinance will be subject to the provisions of this section, at the discretion of the General Manager. Outside of the TODBCSD owned wells, no private water wells will be allowed in the TODBCSD boundaries nor will they be allowed to be connected to the TODBCSD Water Distribution System.
- 3.03. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance, or equipment which is part of the District's Water Distribution System. Any Person violating this provision shall be subject to the penalties provided by the TODBCSD and or by law.

- 3.04. The General Manager and any other duly authorized representative/employee of the TODBCSD shall carry evidence establishing his or her position as an authorized representative of the TODBCSD and upon exhibiting the proper credentials and identifications shall be permitted to enter in and upon any and all building, industrial facilities, and properties to which the TODBCSD is furnishing Water or has been requested to furnish Water for the purpose of inspection, observation, measurement, sampling, testing, or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinances, resolutions, rules, and regulations of the TODBCSD pursuant to the authorization contained in the required application for Water service.
- 3.05. As an alternative method of enforcing the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD, the TODBCSD shall have the power to disconnect the user or subdivision Water service from the Water Mains of the TODBCSD. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection before user is reconnected to the Water Distribution System.
- 3.06. The Applicant may apply for as many Water Service Connections as may be reasonably required for his or her Premises provided that the pipe line system for each Water Service Connection be independent of the others and they not be interconnected.
- 3.07. All facilities installed by the TODBCSD on private property for the purpose of rendering Water service shall remain the property of the TODBCSD and may be maintained, repaired, or replaced by the TODBCSD without consent or interference of the Owner or occupant of the Premises. The Owner shall use reasonable care in the protection of the facilities.
- 3.08. All Persons or Entities are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a Water Service Connection or Main belonging to the TODBCSD. The TODBCSD will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments.
- 3.09. The Customer shall provide a valve on his or her side of the Water Service Connection, as close to the Meter location as practicable, to control the flow of water to the piping on his or her Premises. The Customer shall not use the Water Service Connection to turn Water on and off for his or her convenience.
- 3.10. 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.
- 3.11. Service may be discontinued if necessary to protect TODBCSD against fraud or abuse.
- 3.12. TODBCSD shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the TODBCSD.
- 3.13. The TODBCSD's jurisdiction and responsibility ends at the property line and the TODBCSD will in no case be liable for or assume any responsibility for damages occasioned by Water running from the Customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

SECTION 4 WATER SERVICE CONNECTIONS

- 4.01. Each parcel shall have a separate Water Service Connection and Water Meter and only one (1) Water Service Connection and Water Meter will be allowed for each parcel unless otherwise determined by the General Manager. All Water service lines shall be constructed and installed in accordance with standards for construction and installation of Public Water Lines as determined by the General Manager. Service connection sizes shall be determined by the General Manager.

- 4.02. When a lot split or lot line adjustment occurs which results in no Water Service Connection to a parcel, a Water Service Connection shall be provided at the Customer's expense. When a lot merger or lot line adjustment occurs which results in multiple Water Service Connections to a parcel, the excess Water Service Connection(s) shall be removed at the Customer's expense, if required by the General Manager.
- 4.03. To be eligible for Water service, the property to which service is to be extended must abut a dedicated public easement or a TODBCSD right-of-way in which a distribution Main is constructed at a point immediately adjacent to the property, unless the General Manager authorizes the extension of a distribution Main. Any Water connection service and service lines after January 1, 2018 shall not cross another parcel without the party making the request first obtaining any and all rights-of-way, easements or any other approvals necessary to do so.
- 4.04. The General Manager may authorize Water service for land locked parcels provided that the Customer obtains recorded private easements from the affected Owner(s) and all other applicable legal requirements are fulfilled. Private easements must abut a distribution Main in a dedicated public easement or TODBCSD right-of-way. Water service lines constructed in private easements are Private Water Lines, and TODBCSD shall have no responsibility for the maintenance and repair of such lines.
- 4.05. All Water Service Connections are subject to fees and charges as adopted by resolution or ordinance from time to time by the Board of Directors. Such fees or charges shall be due and paid before any work is commenced, unless otherwise provided by the Board of Directors.

SECTION 5 RELOCATION OF SERVICE CONNECTION

- 5.01. A service connection may be relocated by TODBCSD at a Customer's request provided the relocation, in the judgment of the General Manager, is not detrimental to the TODBCSD Water Distribution System. Such relocation shall include any modifications necessary to comply with then-current service connection standards or requirements as set forth by the General Manager, and the Cost of the relocation shall be borne by the Customer. The Customer shall first obtain a Permit and pay the estimated Cost of the relocation, as determined by the General Manager, prior to the relocation work being done. The original service connection shall be abandoned or removed at the Customer's expense in accordance with TODBCSD standards determined by the General Manager.
- 5.02. Where a service connection is relocated for the convenience of TODBCSD, the relocation shall be at the expense of TODBCSD.

SECTION 6 NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE

- 6.01. TODBCSD's responsibility to operate, maintain and repair Public Water Lines shall extend only to the point of the Water Service Connection to the public Water Main distribution line. The operation, maintenance and repair of any Private Water Line connected to this point of service shall be the Customer's sole responsibility. The Customer shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition, operation, maintenance or repair of said Private Water Line.

SECTION 7 PRIVATE WATER LINES

- 7.01. Private Water Lines serving two (2) or more buildings or structures located on the same parcel, even if not maintained by TODBCSD, shall be constructed and installed to meet the standards for construction and installation of Public Water Lines as determined by the General Manager.

SECTION 8 APPLICATION FOR WATER SERVICE

- 8.01. The property Owner or his or her agent, designated in writing, shall make application for regular Water service by personally signing an "Application for Water Service" form provided by TODBCSD and pay the necessary charge for connection to the TODBCSD facilities, as prescribed by the Board by resolution from time to time. All Applicants for service connections or Water service shall be required to accept conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the TODBCSD harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.
- 8.02. A customer who enters into a delinquent account payment plan, shall also complete an "Application for Water Service" form if a current completed application is not on file with TODBCSD.
- 8.03. Water service to other than property Owners shall be made as follows:
- 8.03.01. If a property Owner rents or leases the Premises to a tenant, the property Owner may have the bill for Water services sent to the tenant upon the property Owner completing a form provided by the TODBCSD acknowledging the property Owner's liability for the charges and the intent that the bill be sent to the tenant.
- 8.03.02. As provided for in Section 43 of this Ordinance, one or more adult Residential tenants may become an Applicant for Water service, if the property Owner's account is in arrears and Water service is subject to termination for nonpayment.
- 8.04. An application shall not be honored unless all other accounts with the TODBCSD by that Applicant have been paid in full by the Applicant and there are no delinquent accounts by the Applicant.

SECTION 9 APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE

- 9.01. General Water distribution lines may be made within TODBCSD as follows:
- 9.01.01. Subdivisions. See Section 9.
- 9.01.02. Annexations. See Section 10.
- 9.01.03. Owners of property desiring the TODBCSD to install the distribution line of one or more Water Mains to serve such property shall deposit with the TODBCSD the estimated Cost per foot for all frontage to be benefitted from said distribution line as determined by the TODBCSD.
- 9.02. The following rules shall be adhered to when making application for distribution lines:
- 9.02.01. Any Owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring a distribution line for one or more Water Main distribution lines to service such property shall make a written application therefor to the TODBCSD. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the TODBCSD. Said application shall also be accompanied by a map showing the location of the proposed connections. Plans and specifications should be submitted to TODB for their approval.
- 9.02.02. Upon receipt of the application, the General Manager shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board including, if possible, a report from the District Engineer.

- 9.02.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.
- 9.02.04. All Main distribution lines thus provided for, in accordance with these regulations, shall be offered for dedication to the TODBCSD and, upon acceptance of the dedication by the TODBCSD, shall become and remain the property of the TODBCSD.
- 9.02.05. No dead-end lines shall be permitted except at the discretion of the TODBCSD and, in cases where circulation lines are necessary, shall be designed and installed as part of the Cost of the Main distribution line. Any dead-end line permitted shall have a flush-out device or fire hydrant, determined by TODBCSD, provided by the Applicant at his/her expense.
- 9.03. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the street curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD and, upon acceptance by the TODBCSD shall become the property of the TODBCSD. The Owners shall provide to the TODBCSD detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 9.04. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
- 9.05. In the event the TODBCSD elects to install Main distribution lines of greater size than shall be adequate to supply any new subdivision with Water and fire protection, as determined by the TODBCSD, the Owner or Owners of the proposed subdivision shall not be required to pay more than the Cost of Main distribution lines which, in the opinion the TODBCSD, are adequate to supply each subdivision with Water and fire protection, but no other adjustment of the County of installation shall be made.
- 9.06. When Main distribution lines are made by the TODBCSD and paid for by an Applicant and said distribution line extension shall be of benefit to another Person or Persons in the future, said Applicant shall enter into a payback agreement with TODBCSD. Said payback agreement shall provide for a refund payment for Main service charges collected by the TODBCSD for service connection to a Main distribution line, paid for by a new Applicant. Said payback shall be computed on the basis of actual Cost to the Person making the original Main distribution line extension per foot benefitted for which the Main service charge is collected. All payback agreements shall become null and void ten years from the date first written unless otherwise specified or outlined in a "service agreement" between the Applicant and the TODBCSD.
- 9.07. Upon completion of such installation, the facilities shall be dedicated and become property of the TODBCSD upon review of the District Engineer.

SECTION 10 SUBDIVISIONS

- 10.01. A Person desiring to provide a Water system within a tract of land, which he or she proposes to subdivide within the TODBCSD's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.
 - 10.01.01. The 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 map and a deposit for expenses involved in plan review by TODBCSD staff.
 - 10.01.02. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.
 - 10.01.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it. If approved, Applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.
- 10.02. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried out to the lot line and clearly marked on the curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD. A detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 10.03. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
- 10.04. All facilities, upon completion and final inspection, shall be offered for dedication to the TODBCSD, and upon acceptance of dedication, shall become the property of the TODBCSD as well as all easements.
- 10.05. Whenever land is to be subdivided, any water well, water-bearing land, Mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the TODBCSD in consideration of the TODBCSD's approving any application for Water service to such tract or subdivision. Said deed to the TODBCSD shall be executed before any such application shall be approved by the TODBCSD; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not subdivided, such wells and equipment may continue to supply un-subdivided portion previously served until such time as the total area served is subdivided.
- 10.06. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection Permit from the TODBCSD.

SECTION 11 ANNEXATIONS

- 11.01. A Person desiring to annex land to the District shall make written application accompanied by maps showing location and area of land with legal description.
- 11.02. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.
- 11.03. Owner or Owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such Water Mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property curb. When installed, such Water improvements up to and including the Water Meter box but not to a dwelling unit shall become and be property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the Owner or Owners of property desiring annexation. Extensions of Water Mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the Main extension and/or subdivision policies as herein set forth in Sections 9 & 10.

SECTION 12 CROSS-CONNECTION CONTROL STANDARDS

- 12.01. The purpose of this Section is to protect the public potable Water supply system of the TODBCSD by establishing a Cross Connection Control Program to effect the control of Cross Connections, actual or potential, thereby isolating within the Customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the TODBCSD's Water supply system.
- 12.02. The regulations relating to Cross Connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of Water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof.
- 12.03. The TODBCSD shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public Water supply system.
- 12.04. Service of Water to any premise shall be discontinued by the TODBCSD if a backflow prevention device is required by the rules and regulations of the TODBCSD is not installed, tested, and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected Cross Connections exist on the Premises. Service will not be restored until such condition or defects are corrected. The TODBCSD representative assigned to inspect Premises relative to possible Cross Connection hazards shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and Premises in the performance of his or her duty. This right of entry shall be a condition of Water service in order to provide assurance that the continuation of service to the Premises will not constitute a menace to health, safety, and welfare to the people throughout the TODBCSD's Water system.

SECTION 13 EASEMENTS

- 13.01. Easements granted for Public Water Lines shall be exclusive easements or public easements, and shall be in a form approved by the General Manager.

SECTION 14 DAMAGE, REMOVAL, OR DISPLACEMENT OF TODBCSD WATER DISTRIBUTION SYSTEM

- 14.01. Any Person or Entity damaging or removing, displacing, or otherwise altering, without the permission of the General Manager, any portion of the TODBCSD Water system shall pay the County, state, federal or TODBCSD Costs of investigating and repairing such damage and replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.
- 14.02. Any Person or Entity engaged in work that requires or results in damaging, removing, displacing, tapping or otherwise altering any portion of the TODBCSD Water system may do so only with the prior approval of the General Manager.

SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES

- 15.01. No permanent structure (including without limitation, garages, patios, concrete slabs, tool shed or similar structure) shall be constructed on top of Water or wastewater pipelines or anywhere within the associated easements, unless approved in the original building Permit for the parcel or approved by the General Manager upon execution of a hold harmless agreement.

SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES

- 16.01. The supply of Water by TODBCSD may be discontinued or limited at any time without notice to Customers and TODBCSD shall in no way be liable for any damage or Costs resulting from such discontinuance or limitation and reserves the right to discontinue service while making emergency repairs, or other work required on the Water system as determined by the General Manager. Customers dependent upon continuous supply should provide emergency storage. TODBCSD does not guarantee and shall not be liable for any failure in continuity or limitation of Water service or Water pressure.

SECTION 17 USE OF WATER

- 17.01. No Person shall use any TODBCSD Water, except as otherwise provided for by ordinance, unless installation of Water Service Connection and initiation of the Water service has been approved by the General Manager in accordance with all applicable provisions of this code and standards as determined by the General Manager. Any use without such approval shall be unlawful.
- 17.02. No Customer shall knowingly permit leaks or Waste of Water. Where Water is Wastefully or negligently used (as defined in Section 2.27) on a Customer's Premises, the TODBCSD may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 48 of this Ordinance, or as provided in any other ordinance, resolution, rule, or regulation in effect at this time or as hereinafter adopted or amended.

SECTION 18 WATER METERS

- 18.01. No Water Service Connection may be attached to the TODBCSD Water Distribution System in order to provide service to buildings, Residential units, or landscaping unless such connection is equipped with a Water Meter installed by TODBCSD. Fire service connections are exempt from this provision. The General Manager may grant exemptions for Temporary Water Service.

SECTION 19 WATER METER FEE

19.01. In accordance with the terms of this Ordinance, the Customer shall pay any applicable fee established by the Board of Directors to recover the Costs incurred by TODBCSD to provide, install or supervise the installation of a Water Meter.

SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER

20.01. Water Meters shall be installed by TODBCSD, or by a representative of TODBCSD at the discretion of the General Manager, and in accordance with all applicable TODBCSD standards, building codes, and regulations. A Water Meter shall not be installed unless a Water Meter Permit has been issued.

SECTION 21 ACCESS FOR READING, MAINTENANCE AND REPAIR OF WATER METERS

21.01. The Customer shall provide TODBCSD staff and its contractors access to the Premises receiving Water service as required for the installation, reading, maintenance, and repair of Water Meters, and shall keep Water Meters and meter boxes clean and accessible for such purposes.

21.02. The Applicant shall be solely responsible for the control of all animals, which may pose a potential threat to the TODBCSD employees or agents of, and shall be liable for any injury to TODBCSD employees or agents of, resulting from unrestrained animals. Should an Applicant for new Water service fail to properly restrain animals present on his or her Premises, the TODBCSD may, upon written notice, refuse to install or turn on service until such time as the TODBCSD determines that a threat to its employees, or agents of the TODBCSD no longer exists.

21.03. If an obstruction of a Meter or other TODBCSD facilities on or adjacent to the Customer's Premises prevents convening or servicing of the facility, the TODBCSD may deliver written notice to the Premises service, to remove the obstruction within a stated number of days as defined by the General Manager. If the Customer fails to do so, the TODBCSD may thereafter cause the obstruction to be removed at the Customer's expense.

SECTION 22 TESTING WATER METERS

22.01. Any metered Customer may request in writing that the meter through which Water is being furnished be examined and tested by TODBCSD to determine whether the meter is registering accurately the amount of Water being delivered through it. Upon receipt of such request, TODBCSD shall cause the meter to be examined and tested. If the meter is found to register over three (3) percent more Water than actually passes through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly. If the meter is found to register less Water than actually passes through it, no billing adjustment will be made. Meter testing will be performed at a Customer's request, at no charge to the Customer, not more than once every twenty-four (24) months. Any more frequent testing requested by the Customer will be done only after the Customer has agreed in writing to pay the actual Cost of such examination and testing and has posted a deposit equal to the estimated Cost as determined by the General Manager. If, as a result of the more frequent testing, the meter is found to register over three (3) percent more Water than actually passed through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly, the Customer will not be responsible to pay for the Cost of that examination and testing of the Water Meter and the deposit will be returned to the Customer. If the meter is found to register less than three (3) percent more Water or to register less Water than actually passes through it, no billing adjustment will be made and the deposit will be used by the TODBCSD to pay its examination and testing Costs. If the deposit amount exceeds the actual Cost incurred by TODBCSD, the balance of the deposit will be returned to the Customer.

SECTION 23 WATER METER USE

23.01. No Person, other than those with the approval of the General Manager, shall install, maintain, repair, move, replace, adjust, tamper with, manipulate, damage, disconnect, or remove any Water Meter. Any Person or Entity performing any of the foregoing actions, whether or not authorized by the General Manager, shall pay all TODBCSD Costs of investigating and repairing any resulting damage or replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.

SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL

24.01. It shall be unlawful for any Person whose Water service pipe is attached directly or indirectly to a Public Water Line, to allow any Person to attach any pipe or hose connection to the plumbing on his or her parcel for the purpose of providing Water service to any other parcel. If any Person refuses to allow an authorized employee of TODBCSD to enter the Premises for the purpose of disconnecting the service pipe or hose connection attached to the Owner's plumbing, the General Manager shall immediately cause the Water service to the Premises of the Person so refusing entry to be shut off.

SECTION 25 INSPECTIONS

25.01. It shall be unlawful for any Person to interfere or seek to interfere with the inspection by the General Manager of any Water line, Water fixture, or Water using or Water distributing device to which TODBCSD Water is connected; provided that, before entering occupied dwellings or Premises for the purpose of making an inspection, the consent of the occupant thereof shall be secured. If consent is not secured, the General Manager shall take steps to effect an inspection as provided by law.

SECTION 26 RECONNECTION OF WATER

26.01. In no case shall Water service be restored to any Premises when shut off as provided in this Ordinance, unless the pipe leading thereto is directly connected with the Water distribution Main and unconnected from any other service pipe leading to any other Premises, or on approval of the General Manager and all past due accounts have been settled including Costs for shutting off and restoring Water service as provided in the fee schedule adopted by the Board of Directors.

SECTION 27 USE OF WATER AFTER SHUTOFF

27.01. Whenever, for any cause, TODBCSD shuts off any public or Private Fire Hydrant or pipe carrying or discharging Water from the TODBCSD Water Distribution System, it shall be unlawful for any Person to open such hydrant or pipe or to turn on or use any Water from such hydrant or Water pipe without first obtaining approval from the General Manager as provided herein.

SECTION 28 TEMPORARY WATER SERVICE

28.01. An Applicant for temporary use of Water from a fire hydrant shall secure a Permit therefor from the TODBCSD and pay the hydrant meter deposit as defined by the TODBCSD Board of Directors from time to time. The Applicant shall also pay for the Water used in accordance with the meter readings, at the rates prescribed by the Board.

28.02. Tampering with any fire hydrant for the unauthorized use of Water therefrom, or for any other purpose, is subject to a penalty charge for each occurrence as may be set by the Board.

- 28.03. The Applicant shall make the hydrant meter available as prescribed by the TODBCSD for reading on a monthly basis.
- 28.04. When abnormally large quantity of Water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the TODBCSD prior to taking such Water. Permission to take Water in unusual quantities will be given only if it can be safely delivered through the TODBCSD's facilities and if other Customers are not inconvenienced thereby.
- 28.05. The Customer shall, at his or own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing Water, and the TODBCSD shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the Customer or of any of his or her tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment. The TODBCSD shall not be responsible for damage to property, including, but expressly not limited to any damage caused by faucets, valves, and other equipment, which are open when Water is turned on at the meter, either originally, or when turned on after a temporary shutdown.

SECTION 29 DISCONTINUANCE OF SERVICE

- 29.01. Alterations, changes of equipment or piping, improper operation or lack of maintenance that results in conditions that are hazardous or are potentially hazardous to the potable Water supply, either within the Premises or in Public Water Lines shall be cause for the discontinuance of the supply of Water to the Premises until the hazard or potential hazard is abated to the satisfaction of the General Manager.
- 29.02. In case of fire, alarm of fire, or any situation which in the opinion of the General Manager has the potential to contaminate the TODBCSD Water supply, or in the necessity to make emergency repairs, TODBCSD shall have the right to shut off Water from any consumer or number of consumers without notice, and to keep it shut off as long as may be necessary.

SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT

- 30.01. If the General Manager determines that this Ordinance has been violated and an emergency shutoff is not warranted, the General Manager shall send a written notice to the Customer explaining the violation. If, within ten (10) days of receipt of the written notice, the Customer has not remedied the violation or requested an administrative hearing, Water service to the parcel may be discontinued until the violation has been remedied.

SECTION 31 ADMINISTRATIVE HEARING PROCEDURES

- 31.01. A Customer may request an administrative hearing to appeal imposition of fees or charges, determination of violations, or any other decision by TODBCSD. The request must be made to the General Manager within ten (10) calendar days of receipt of the bill for Water service or determination of violation. Such request must be made in writing and delivered to the TODBCSD office located at 1800 Willow Lake Road, Discovery Bay, CA 94505-9376
- 31.02. Within 10 days of receipt of a complete request for appeal, TODBCSD shall issue a written notice of an administrative hearing, which shall state that the Customer may appear in Person at a hearing before the General Manager.
- 31.03. Ordinance Violation Appeal. The General Manager shall conduct an administrative hearing within thirty (30) days of receipt of the appeal and render a written decision as to

whether this Ordinance has been violated within ten (10) days of the administrative hearing. At the conclusion of the hearing, the General Manager shall determine whether the Customer violated the Ordinance, and the administrative Costs and Costs of discontinuance of service to be charged against the Customer, if any. If, after the hearing, it is determined that this Ordinance has not been violated, the General Manager shall not assess Costs of administration or Costs of Water service termination against the Customer. The General Manager may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this Ordinance.

- 31.03.01. If the Customer wishes to appeal the decision of the General Manager, the appeal shall be directed in writing to the Board of Directors within three (3) calendar days after receipt of the General Manager's decision (not including Saturday, Sunday or holidays). The consumer shall be required to personally appear before the Board and present evidence and reasons as to why the Ordinance has not been violated. The Board of Directors may hear the appeal at their next regularly scheduled meeting or a special meeting called for the purpose of reviewing the appeal. The decision of the Board of Directors shall be made and a notice of the decision shall be served on the appellant within three (3) calendar days of the Board's decision, not including Saturdays, Sundays or holidays. The Board's decision shall be final and binding.
- 31.03.02. If the Customer does not timely appeal to the Board of Directors, then Water service to the subject property may be discontinued on written or telephonic notice to the Customer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the time periods set forth in this Ordinance; or (ii) the expiration of the appeal period.
- 31.04. Imposition of Fees or Charges Appeal. The General Manager shall promptly conduct an administrative hearing. After evaluation of the evidence provided by the Customer and the information on file with the TODBCSD concerning the Water service charges in question, the General Manager shall render a decision as to the accuracy of the Water service charges set forth on the bill and shall provide the appealing Customer with a brief written summary of the decision.
 - 31.04.01. If Water service charges are determined to be incorrect, the TODBCSD shall provide a corrected bill and payment of the revised Water service charges will be due within ten (10) calendar days of the bill date for revised Water service charges. If the revised Water service charges become delinquent pursuant to this Ordinance, Water service shall be disconnected pursuant to this Ordinance. Water service will only be restored upon full payment of all outstanding Water charges, fees, and any and all applicable reconnection charges.
 - 31.04.02. If the Water service charges in question are determined to be correct, the Water service charges are due and payable within two (2) business days after the General Manager's decision is rendered. At the time the General Manager's decision is rendered, the Customer will be advised of the right to further appeal before the Board of Directors. Any such appeal must be filed in writing within three (3) calendar days after the General Manager's decision is rendered. Such appeal shall be conducted as set forth in 31.03.02 of this Ordinance. The Board's decision shall be final and binding.
 - 31.04.03. If the Customer does not timely appeal to the Board of Directors, then Water service to the subject property may be discontinued on written or telephonic

notice to the Customer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the time periods set forth in this Ordinance; or (ii) the expiration of the appeal period.

- 31.05. Water service shall not be disconnected during the time the General Manager or the Board of Directors is reviewing the matter and until three (3) calendar days, not including Saturdays, Sundays or holidays, after the written decision is served on the appellant. The decision of the Board of Directors shall be the final administrative decision.

SECTION 32 RECIRCULATING DEVICES

- 32.01. All swimming or wading pools or fishponds above two hundred fifty (250) gallons in capacity, using Water from the TODBCSD Water system or discharging to a public wastewater system, shall have a recirculating system equipped with an approved filter. The supply line shall also be equipped with an approved air gap.

SECTION 33 PUBLIC FIRE HYDRANT USE

No Person, other than authorized employees of TODBCSD or the agency providing fire service to TODBCSD or other Persons duly authorized by the General Manager shall open or operate any Public Fire Hydrant or attach any hose, tubing or pipe thereto for any purpose, without first obtaining a fire hydrant use Permit from the General Manager. Public use of the fire hydrant shall comply with conditions established by the General Manager and subject to such fees and charges as may be established by the Board. No Person, whether authorized to open a Public Fire Hydrant or not, shall leave a Public Fire Hydrant open or leave the cap off the nozzle of a Public Fire Hydrant after having ceased to use it. Any Person that opens or operates a Public Fire Hydrant, whether or not authorized as provided herein, shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising therefrom.

- 33.01. In the event that any Person shall violate any provisions of this section, TODBCSD may require that Person or the Entity whom they represent to provide a cash deposit, equal to five (5) times the fire hydrant use fee as adopted by the Board, as a condition of issuance for each and every fire hydrant use Permit requested by that Person or any other Person representing the Entity during the succeeding twelve (12) months. Said deposit shall be refunded after one (1) year if there are no further violations by that Person or by any Person representing the Entity, but shall be forfeited if there are any violations during the one (1) year after issuance of the Permit. If a Person or Person representing an Entity commits more than three (3) violations during any five-year period, the General Manager may refuse to issue any further fire hydrant use Permits to that Person or any Person representing that Entity.

SECTION 34 PRIVATE FIRE HYDRANT USE

- 34.01. Unmetered Water Service Connections providing Water supply to Private Fire Hydrants are subject to such fee as may be adopted by the Board of Directors and shall be used for fire suppression purposes only, except as otherwise provided herein. It shall be a violation for the Owner or business where Private Fire Hydrants are installed to use or allow others to use Private Fire Hydrants for any purpose other than fire suppression without obtaining the permission of the General Manager. The General Manager may require the property Owner to purchase, install and maintain a detector check or similar device on each fire service provided to the property. The size, location and type of detector check or similar device shall be determined by the General Manager.

SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES

- 35.01. No Person shall block or obstruct any public or Private Fire Hydrant in such a manner that interferes with its operation, maintenance or repair, or the attachment of a fire hose thereto. No Person shall deface, vandalize or damage a public or Private Fire Hydrant. No Person shall place upon or about any public or Private Fire Hydrant, Water gate or Water Meter connected with the TODBCSD Water Distribution System any building material or other obstruction so as to prevent free access to the same at all times.
- 35.02. Whenever any fire protection facility, including but not limited to, public or Private Fire Hydrant, or other appurtenances for use by the TODBCSD fire service provider are required to be installed pursuant to this Ordinance, there shall be included in the development plan and delineated thereon adequate provision for access by firefighting personnel and equipment to and from all such fire protection facilities. Such access shall be approved by the General Manager and the Owner may be required to dedicate to the TODBCSD as a condition of approval of the development plan, an easement sufficient for access by firefighting equipment to such fire protection facilities. Any such access easement shall be maintained in such a manner as to provide clear and unobstructed ingress and egress by firefighting personnel and equipment or maintenance personnel and equipment at all times.

SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS

- 36.01. The recommendations, guidelines, and standards for fire protection facilities and adequate Water flow published by the Insurance Service Office (ISO) are adopted as standards for fire protection facilities and adequate Water flow. Water distribution facilities shall be designed to meet such standards in effect at the time the facility design is approved by the General Manager.

SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES

- 37.01. All On-site Fire Protection Facilities shall at all times be maintained as installed, free of leaks and in good working order by the Owner of the land, except that fire protection facilities may be altered or modified with the written consent of the General Manager, if consistent with other provisions of this Ordinance. Maintenance of On-site Fire Protection Facilities shall include, but not limited to, repainting external surfaces and hydrant identification numbers, clearing away weeds, shrubs and other accumulations of vegetation, lubricating operating nuts and stems, and replacing nozzle caps, chains and gaskets.
- 37.02. The General Manager is hereby authorized to enter upon the land at reasonable times and in a reasonable manner to conduct periodic tests and inspections of such facilities. If the General Manager determines that any On-site Fire Protection Facilities are being maintained in such manner as not to meet the standards, the General Manager shall order the Owner to make such repairs, alterations, or additions as shall conform the facilities to such standards. The General Manager shall designate a reasonable time within which such repairs, alterations, or additions are to be made and it shall be unlawful for any Person so ordered to willfully fail or refuse to comply with such an order.
- 37.03. Without affecting the property Owner's responsibility for maintenance, the General Manager may inspect, service, test or repair Private Fire Hydrants and the property Owner shall be required to pay such fee for these services as may be established by the Board of Directors. Whether or not inspection, servicing, testing or repair is performed by a property Owner or the TODBCSD, the property Owner shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition of, or any

failure to inspect, service, test or repair, any Private Fire Hydrant located on the Owner's property.

SECTION 38 FILING OF MAP

38.01. A map showing the size and location of all Water pipes and hydrants installed pursuant to this Ordinance and stating the material of which such pipes are made and the date of their installation and approval shall be filed with TODBCSD.

SECTION 39 LIABILITY FOR CHARGES

39.01. Application for regular Water service, where no Main extension is required, shall be made upon a form provided by TODBCSD.

39.02. The property Owner, as determined by the real property tax roll of the Contra Costa County Assessor, is liable for payment of Water service provided by the TODBCSD either directly, through contract, or Permit, and shall be liable for the rates, charges and fees that service as established by the Board of Directors. In situations where someone other than the property Owner occupies the property receiving the service, the Owner of the property shall be primarily liable for payment of services, though the occupant may pay the charges on behalf of the Owner.

39.03. It is the responsibility of the Owner of the real property to provide the TODBCSD's director of finance with the current billing address and to notify the TODBCSD of any changes of address.

39.04. It shall be and is hereby made the duty of each property Owner to ascertain from the TODBCSD 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 TODBCSD 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.

SECTION 40 ADDITIONAL CHARGES

40.01. The General Manager may cause to be accomplished any extra work or service that the General Manager deems reasonably necessary to provide Water service to a property within the TODBCSD in a manner that maintains the safety of the District's Water supply. The General Manager may cause the Cost thereof to be added to the regular billing for such Water service and to be collected in the same manner as other service charges are collected.

SECTION 41 CUSTOMER BILLING PROCEDURES

41.01. Water service charges, imposed for Water service to a Customer, shall be collected together with the charges for any other service rendered to the Customer by the District either directly, through contract or Permit. Such Water service charges shall be billed upon the same bill and collected as one (1) item with such other charges, unless other arrangements are approved by the General Manager.

41.02. Water charges shall begin when a Water Service Connection is installed to any lot or dwelling and shall continue until the Water Service Connection is removed.

41.03. The TODBCSD will annually or as otherwise establish a regular billing period.

41.04. Bills for Water service charges shall be rendered at the end of each billing period and are payable upon presentation. If full payment is not received at the TODBCSD business office on or before the due date indicated on the billing, the bill shall become past due and delinquent.

- 41.05. All unpaid rates, fees, charges, and penalties herein provided may be collected by suit.
- 41.06. Defendant shall pay all costs of suit in any judgment rendered in favor of TODBCSD, including reasonable attorney's fees.
- 41.07. If a nonresidential Water service bill remains unpaid at the next billing cycle, a reasonable attempt to provide notice of termination by telephone, writing, or in person will be made not less than 15 days prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. A 5-day door hanger shall be placed at the service location in a conspicuous place to provide advance warning that service will be terminated if payment is not received before the disconnection date. If the bill remains unpaid, the service shall be discontinued on or after the day specified on the warning notice. Notice of any delinquency in a tenant's account shall also be sent to the Owner of the property with indication of the Owner's liability.
- 41.08. TODBCSD will not discontinue residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. Discontinuance of Residential Water service for nonpayment shall be subject to the conditions and provisions contained in Section 42 of this Ordinance.

SECTION 42 DISCONNECTION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

- 42.01. TODBCSD will have a written policy on discontinuation of Residential Water service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in the TODBCSD service district. The Policy will be made available on the TODBCSD website.
- 42.02. Service disconnection for non-payment of bills shall be subject to the administrative hearing procedures specified in Section 31 therein. No less than 7 business days before discontinuance of Residential Water service for nonpayment, TODBCSD will contact the Customer on the account by telephone or written notice.
- 42.02.01. If contact to the Customer named on the account is made by telephone, TODBCSD will offer to provide in writing to the Customer the TODBCSD's Policy. TODBCSD will also offer to discuss options to avert discontinuance of Water service as described in Section 42.02.03 of this Ordinance.
- 42.02.02. If contact to the Customer named on the account is made by written notice, it shall be mailed to the Owner of the residence to which the service is provided. If the Owner's address is not the same as the service address, notice shall also be sent to the service address of the property, addressed to "Occupant." The notice shall include the following:
- a. Customer's name and address
 - b. the amount of the delinquency
 - c. the date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service
 - d. a description of the procedure to petition for bill review and appeal
 - e. a description of the procedure to request payment options to avert discontinuance of water service as described in Section 42.02.03 of this Ordinance.
- 42.02.03. The General Manager will be open to discuss options to avoid discontinuance of Water service for nonpayment that include alternative, minimum, deferred, reduced or amortized payments.

- 42.02.04. If TODBCSD is unable to make contact with the Customer or an adult occupying the residence by telephone and written notice is returned through the mail as undeliverable, TODBCSD will make a good faith effort to visit the residence and leave a 5-day door hanger warning notice and the Policy, in a conspicuous place, that shut off of Residential Water service for nonpayment is imminent.
- 42.03. TODBCSD will not discontinue Residential Water service for nonpayment if all the following conditions are met:
 - 42.03.01. The Customer, or Customer's tenant, submits to TODBCSD the certification of a "primary care provider," as that term is defined by Welfare and Institutions Code 14088(1)(A), that discontinuation of Residential Water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where Residential Service is provided.
 - 42.03.02. The Customer demonstrates that he or she is financially unable to pay for Residential Water service within the normal billing cycle. To qualify as being financially unable to pay, the Customer or any member of the Customer's household, must be a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the poverty level.
 - 42.03.03. The Customer is willing to enter into a plan for alternative, minimum, deferred, reduced or amortized payments. TODBCSD may choose the best option that the Customer will undertake and set parameters for that payment option.
- 42.04. Customers who have entered into a TODBCSD plan for alternative, minimum, deferred, reduced or amortized payments may have Residential Water service discontinued no sooner than 5 business days after TODBCSD posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property receiving Residential Water service under either of the following circumstances:
 - 42.04.01. The Customer fails to comply with the agreed upon payment plan for delinquent charges for 60 days or more.
 - 42.04.02. The Customer while undertaking the agreed upon payment plan for delinquent charges, does not pay current Residential Water service charges for 60 days or more.

SECTION 43 DISCONTINUATION OF WATER SERVICES LANDLORD-TENANT

- 43.01. If the owner, manager or operator of a dwelling structure specified in Health and Safety Code Section 116916(a) is the Customer of record, TODBCSD will make every good faith effort to inform the Residential occupants, by means of a written notice, when the account is in arrears and that service will be terminated at least 10 days prior to the termination. The written notice will further inform the residential occupants that they have the right to become Customers, to whom the Residential Water service will then be billed, without being required to pay any amount that may be due on the delinquent account.
- 43.02. TODBCSD is not required to make Residential Water service available to the Residential occupants of the dwelling unless each Residential occupant agrees to TODBCSD's terms and conditions of Residential Water service, and meets the requirements of law and TODBCSD rules and tariffs. However, if one or more of the Residential occupants

are willing and able to assume responsibility for the subsequent Residential Water service charges to the account to the satisfaction of TODBCSD, or if there is a physical means legally available to TODBCSD of selectively terminating Residential Water service to those Residential occupants who have not met the requirements of TODBCSD rules and tariffs, TODBCSD will make Residential Water service available to those Residential occupants who have met those requirements.

- 43.03. Health and Safety Code Section 116916(e) permits any Residential occupant who becomes a customer of TODBCSD pursuant to this section whose periodic payments, such as rental payments, include charges for Residential Water service, where those charges are not separately stated, to deduct from the periodic payment each payment period all reasonable Residential Water service charges paid to TODBCSD for those Residential Water services during the preceding payment period. TODBCSD is not responsible for such deductions and such deductions remain a matter between the Residential occupant and the Person or Entity to whom the underlying payments are being made.
- 43.04. In the case of a detached single-family dwelling, in order for the amount due on the delinquent account to be waived, TODBCSD may require an occupant who becomes a Customer to verify that the delinquent account Customer of record is or was the Owner, or Owner's agent for the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a governmental document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

SECTION 44 RESTORATION OF WATER SERVICE AFTER DISCONNECTION

- 44.01. Any amount due is a debt to the TODBCSD, and any Person, firm, or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.
- 44.02. If Water service is discontinued for violation of any of the TODBCSD's rules, regulations, resolutions, or ordinances, service shall not be reinstated until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein are paid.
- 44.03. The General Manager may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the TODBCSD have been established.
- 44.04. When Regular Water service has been discontinued for nonpayment, TODBCSD will provide the Customer with information on how to restore Residential Regular Water service. The service will not be restored until all delinquent charges and all applicable service charges, fees, and penalties, as provided for herein are paid.
- 44.05. Customers will be required to make payment only by cashier's check or money order, credit card or debit card. No cash or personal checks will be accepted.

SECTION 45 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS

- 45.01. The General Manager may adjust or refund such charges for Water services as the General Manager may deem inequitable, penalty charges under extenuating circumstances, cancellation of duplicate billings, refund of duplicate payments and refunds of amounts due to Customers on closed accounts. Refunds on closed accounts of ten dollars (\$10.00) or less will not be made unless a specific request is received from the party to whom the refund is to be made. The General Manager may cancel all amounts owed on closed accounts with a balance due to TODBCSD.

45.02. All adjustments or refunds may be credited to the Customer's account or refunded directly to the Customer upon request by the Customer and approval by the General Manager.

SECTION 46 FEE FOR RESTORATION OF WATER SERVICE

46.01. In the event that Water service to any Premises is shut off for nonpayment, the Water shall not be turned on until the amount due and a fee established by the Board of Directors to cover the Cost of making a service call to turn on the Water are paid in full, unless otherwise approved by the General Manager.

46.02. For a Residential Customer who declares a household income below 200 percent of the federal poverty line or if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, TODBCSD will do the following:

46.02.01. Waive interest charges on delinquent Water service bills once every 12 months.

46.02.02. Pursuant to Health and Safety Code Section 116914(a)(1), the fee to reconnect Water service during normal operating hours (7:30am – 2:30pm) will be the lesser of \$50 (as may be adjusted annually pursuant to Health and Safety Code Section 116914(a)(1)) or the actual cost of Water service reconnection.

a. Water service reconnection fees are subject to annual adjustment beginning January 1, 2021. Adjustment rate is based upon the Consumer Price Index for the San Francisco-Oakland-Hayward, CA region.

46.02.03. Pursuant to Health and Safety Code Section 116914(a)(1), the fee to reconnect Water service during nonoperating hours (before 7:30am and after 2:30pm) will be the lesser of \$150 (as may be adjusted annually pursuant to Health and Safety Code Section 116914(a)(1)) or the actual cost of reconnection.

a. Water service reconnection fees are subject to annual adjustment beginning January 1, 2021. Adjustment rate is based upon the Consumer Price Index for the San Francisco-Oakland-Hayward, CA region.

SECTION 47 ANNUAL REPORTING

47.01. TODBCSD will annually report on its website and to the State Water Resources Control Board the number of Residential Water service disconnections for inability to pay.

SECTION 48 VIOLATION AND INFRACTION

48.01. Any Customer found by TODBCSD to be in violation of any of the provisions of this Ordinance shall be deemed guilty of an infraction. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any Person found to be violating any provision of this or any other ordinance, resolution, rule, or regulation of the TODBCSD shall be served by the General Manager or other authorized Person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the TODBCSD of any defect arising in any Water facility or any violation of this Ordinance, the Person or Persons having charge of said work shall immediately correct the same. All Persons shall be held strictly

responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD.

48.02. Each day such violation is committed or permitted to continue after written notice has been served on the Customer by the General Manager or the Board of Directors shall constitute a separate offense and shall be punishable as such. TODBCSD may elect to prosecute such violation as an infraction(s) or as a civil violation(s) with fines or surcharges as defined by the Board of Directors from time to time, or as both an infraction and a civil violation.

48.03. Any Person violating any of the provisions of the ordinances, resolutions, rules, or regulations of the TODBCSD, or permitting or maintaining any property in violation of any of the ordinances, resolutions, rules, or regulations of the TODBCSD, shall be liable to the TODBCSD for any expense, loss, or damage occasioned by the TODBCSD by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

SECTION 49 POWERS AND DUTIES OF THE GENERAL MANAGER

49.01. The General Manager is hereby authorized to and may perform all of the provisions of this Ordinance and is empowered to make interpretations of this Ordinance whenever a question may arise as to the necessity for, manner or method in which materials, meters, backflow control devices or other equipment shall be installed.

SECTION 50 REMEDIES CUMULATIVE

50.01. The remedies and penalties provided for in this Ordinance shall be cumulative and shall be in addition to any or all other remedies available to the General Manager and the Board of Directors.

SECTION 51 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES

51.01. When Water service has been discontinued and when the General Manager or the Finance Director has determined that the recovery of the amount due may be uncertain, then the General Manager or the Finance Director shall cause to be filed with the County Recorder a Certificate of Lien, setting forth the amount of the delinquent charges, including any interest and penalties therein, the name and address of the Person(s) liable therefor, and the same shall therefor become a lien upon all real property owned by such Person(s) in accordance with section 61115 of the Government Code.

SECTION 52 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS

52.01. The amount of any charges and penalties for Water service may be collected on the tax roll in the same manner as property taxes. The General Manager shall prepare and file with the Board of Directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. The General Manager shall give notice of the filing of the report and the time and place for a public hearing by publishing the notice pursuant to Government Code section 6066 in a newspaper of general circulation, and by mailing the notice to the Owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties. The Board of Directors shall make its determination on each affected parcel and its determination shall be final. On or before August 10 of each year following these determinations, the General Manager shall file with the County Auditor a copy of the final report adopted by the Board of Directors. The County Auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The County Tax Collector shall include the amount of the charges and penalties on the tax bills for each

affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

SECTION 53 CHARGES

- 53.01. The Board may from time to time establish by Ordinance, (except where otherwise specified), any or all of the following charges. The schedule of approved charges will be posted at the TODBCSD office.
- 53.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.
- 53.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all Water registered by the Customer's Water service meter or a contractor's temporary/loaned TODBCSD owned meter.
- 53.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.
- 53.05. Disconnect Processing Charge. The charge, which covers the reasonable TODBCSD Costs of processing the past due accounts for disconnection.
- 53.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable TODBCSD Costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.
- 53.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.
- 53.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the District fire service meter. Water use through this service shall be limited to the emergency fire requirements only.
- 53.09. Inspection Charge. Where a Customer service connection or facility requires inspection by TODBCSD personnel, the Customer shall be charged for such inspection.
- 53.10. Meter Test Charge. The charge, which covers the TODBCSD, Costs for pulling, testing, and reinstalling the Water Meter to be tested.
- 53.11. Plan Check Charge. The charge incurred by the TODBCSD in reviewing and inspecting water plans submitted to the TODBCSD.
- 53.12. Repair Charge. The charge incurred by the TODBCSD in repairing any damage to any TODBCSD meter, Water Mains, Water lines and/or any other appurtenances.
- 53.13. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydro pneumatic Stations, and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the TODBCSD to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such development to the entire limited service area to be served by the Special Facilities, and the difference between the Cost of facilities to service the same number of acres or area under normal conditions and the Cost of facilities to service the acreage or area under special conditions at a higher Cost.
- 53.14. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.

- 53.15. Unauthorized Use of Water Charge. The charge imposed on any Person, organization, or agency for each unauthorized use of TODBCSD Water, or for tampering in any manner with any meter belonging to the TODBCSD, where such tampering affects the accuracy of such meter.
- 53.16. Water Main Extension Charge. The charge for the replacement or construction of the Water Main fronting on the property to be served.
- 53.17. Water Service Connection Charges. The charge for the type and size of Water service meter and the Cost of connection of a building or property to the TODBCSD's Water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by Applicant. Where there is no charge, the TODBCSD may require the Applicant to deposit an amount equal to the estimated Cost of such service connection.
- 53.18. Facility/Capacity Charges. The Water Service Connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities; and (E) future storage and transmission facilities.
- 53.19. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.
- 53.20. Water System Design Charge. A non-refundable charge required for checking plans provided for all Main extensions, service connections, and/or special facilities or for requiring the preparation of engineering plans and drawings by TODBCSD personnel or consultants.
- 53.21. Permit Charge. Charge for issuance of a Permit for connection.

SECTION 54 WATER CONSERVATION

- 54.01. The purpose of this is to assure that all Water furnished by the TODBCSD is put to reasonable beneficial use, to prevent unreasonable use or Waste of Water and to promote efficient use and conservation of Water.
- 54.02. All Customers of TODBCSD are urged to take all reasonable action to prevent Waste of Water. The TODBCSD shall have the right, following notice and hearing, to impose upon any Water Service Connection such conditions as the TODBCSD determines to be necessary to prevent unreasonable use or Waste of Water.
- 54.03. All Customers of Water furnished by the TODBCSD are urged to take all reasonable action to conserve Water.
- 54.04. The TODBCSD shall vigorously pursue at all times a program for the conservation of Water consisting in such cost-effective measure as are from time to time authorized by the Board of Directors. Cooperate with local school districts in developing education programs on efficient Water use. Make available at the TODBCSD's office, public library, and any other public places printed materials on the need for, and methods of, Water conservation.
- 54.05. All new landscaping plans and irrigation systems must make efficient use of minimum quantity of Water and is installed, operated, and maintained in accordance with plans that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

SECTION 55 PLACE OF USE OF WATER, RESALE PROHIBITED

- 55.01. Resale prohibited. Except with prior written authorization of the TODBCSD, no Customer shall use, or permit the use of, any Water furnished by the TODBCSD on any premise other than that specified in his application for service, nor shall any Customer resell any Water furnished by the TODBCSD.

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SECTION 56 ADOPTION AND EFFECTIVE DATE

56.01. This Ordinance is hereby declared to have been adopted by the District Board of Directors at a meeting thereof duly called and held on the 5th day of February, 2020, and ordered to be given effect thirty (30) days after its first publication as mandated by statute.

CERTIFICATION

Passed and adopted at a regular meeting of the Board of Directors of the Town of Discovery Bay Community Services District held on February 5, 2020 by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0



Bill Pease
Board President

Attest:



Michael R. Davies
Board Secretary