



## McCloud Community Services District

220 West Minnesota Avenue P.O. Box 640

McCloud, California 96057

Phone (530) 964-2017 Fax (530) 964-3175 e-mail [mcsd@ci.mccloucdsd.ca.us](mailto:mcsd@ci.mccloucdsd.ca.us)

### SPECIAL MEETING OF THE BOARD OF DIRECTORS SCOUT HALL, 405 E. COLOMBERO DRIVE Monday March 29, 2021 at 6:00 P.M.

#### AMENDED AGENDA

The McCloud Community Services District welcomes you to this meeting. This agenda contains brief general descriptions of each item to be considered at this meeting by the Board of Directors. If you wish to speak on an item on the agenda, you will be provided the opportunity to do so prior to consideration of the item by the Board. When addressing the Board, please state your name for the record prior to providing your comments. Persons addressing the Board will be asked to step up to the podium and will be limited to three minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Please address the board as a whole through the President. Comments to individual Board members or staff are not permitted.

All documentation supporting the items on this agenda is available for public review in the District office, 220 W. Minnesota Avenue, McCloud CA 96057, during normal business hours of 8:00 a.m. to 12noon and 1:00pm to 5:00 p.m. Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (530) 964-2017.

1. **Call to Order**
2. **Public Comment:** This time is provided to receive information from the public regarding issues that **do** appear on the agenda.
3. **Discussion/possible action** regarding the selection of an attorney specializing in water services.
4. **Discussion** of Ordinance No. 27 Rules and Regulations Relating to Water Service.
5. **Discussion/possible action** regarding Z.I.B./ CSA4 (Zone of Increased Benefits/California Service Area 4) Program, and possible contract for service.
6. **Adjourn** open session
7. **Convene a Closed Session:** Pursuant to California Government Code §54957.8- Gain direction from the Board pertaining to Union Negotiations
8. **Reconvene** open session and announce any action taken.
9. **Adjourn**

#### MCSD Mission Statement

McCloud Community Services District will strive to provide the full range of municipal services, at a reasonable cost applied consistently to all customers, while maintaining a healthy infrastructure, environmental integrity and promoting the economic development of our community.

**MCS D BOARD OF DIRECTORS**  
**March 29, 2021**

**AGENDA SUPPORTING DOCUMENT**  
**Agenda Item No. 2**

On the March 8<sup>th</sup>, 2021 Meeting of the Board of Directors, the Board assigned Staff to research law firms specializing in Municipal Water Law with an emphasis on Community Services Districts. Staff then compiled a list of potential Law Firms through The California State Bar Association and The State of California Water Board. We then narrowed the list down to six potential firms and began phone interviews. The top three meeting our needs with no conflicts of interest with existing firm clients are presented in this Board of Directors Packet.

The estimated costs given by these firms to review our proposed changes to Ordinance 27 Rules and Regulations Relating to Water Service, the establishment of an Industrial User Classification and including other options provided through legal counsel range between seven to ten thousand dollars. After this first step there is a potential of increased legal fees depending on which avenue The Board of Directors decides to take through Counsel, including the implementation of these changes. It is the recommendation of Staff to set aside ten thousand dollars to initiate legal counsel through one of the firms provided, and that the funds come from the Water Operating Account through a Board approved amendment to the budget rather than the Water Reserve Account which would decrease our interest earnings.

DANIEL F. GALLERY  
(RETIRED/INACTIVE)

JESSE W. BARTON

**GALLERY & BARTON**  
A PROFESSIONAL LAW CORPORATION  
1112 I STREET, SUITE 240  
SACRAMENTO, CA 95814-2865

www [REDACTED]

WRITER'S E-MAIL: [REDACTED]

March 18, 2021

Mr. Amos McAbier  
McCloud Community Services District

By email only to: [REDACTED]

**RE: McCloud Community Services District - Curriculum Vitae**

Dear Mr. McAbier:

In response to your conversation with my office manager, I will outline some of my current professional qualifications, and attach my resume summarizing my educational background. I regularly sit as general counsel for a wide variety of public agencies, corporations, and special districts. Some of the public and private entities I currently represent include: Tuolumne Utilities District in Tuolumne County; Brophy Water District, Hallwood Irrigation Company in Yuba County; Feather Water District and Tudor Mutual Water Company in Sutter County; Juliana Mutual Water Company in Napa County; Lake Alpine Water Company in Alpine County; Reclamation District 1667 in Solano County; Timber Cove County Water District in Sonoma County; and Reclamation Districts 341 and 1601 in Sacramento County. Our office has worked as special counsel for the Cities of Lincoln, Fontana, St. Helena, Vallejo, the Rancho Murrieta Community Services District, and Yuba City.

As general counsel, I advise the above-referenced clients in matters such as water rights, property rights, environmental law, public contracting obligations, Brown Act compliance, ethics, conflicts of interest, Prop 218 procedures, LAFCO expansions and detachments, and elections.

I have been practicing water law for nearly twenty years and have assisted clients in matters ranging from the mundane water right filing to negotiating complex water right settlements among numerous parties. For example, I was the principal attorney who negotiated a settlement between the Yuba County Water Agency and our clients Brophy Water District, Hallwood Irrigation Company, and Ramirez Water District that resolved 15 years of litigation over instream flows in the Lower Yuba River. This settlement is commonly known as the "Yuba River Accord." Part of this settlement involves the transfer of up to 200,000 acre-feet of water per year to south-of-delta interests. Of this amount, my clients are responsible for up to 120,000 acre-feet per year.

While you did not describe my scope of services to my office manager, I could assume a wide variety of roles if requested, and would have time immediately available should you desire to meet with me and/or request my services. My current rate is \$255/hr.

If hired as general counsel, I see my job as covering three broad subject areas: 1) keeping my client

compliant with the law; 2) finding ways to implement Board decisions (while staying within the boundaries of the law, of course); and 3) finding ways to avoid or resolve disputes, short of litigation. Granted, sometimes litigation is inevitable, but many times it can be avoided with a little forethought.

I appreciate your interest in us, and should you require additional information from us, please feel free to give me a call. Thank you for your time and consideration.

Very truly yours,


A handwritten signature in black ink, appearing to read "Jesse W. Barton". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Jesse W. Barton

Enc. (1)

**JESSE W. BARTON**

1112 I Street, Suite 240  
Sacramento, CA 95814



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**EDUCATION**

**University of California, Davis School of Law**

Juris Doctor received 2002

Admitted to the California State Bar, 2002

Environmental Moot Court Participant

Immigration Clinic

**University of Washington**

Bachelor of Science in Forest Resources, 1999

Minor in Communications

Member- Phi Beta Kappa

Annual Dean's List 1997-1998 and 1998-1999

Anderson-REI Full Tuition Scholarship 1996-1997 and 1998-1999

Undergraduate Commencement Speaker in School of Forestry

**PUBLICATIONS**

Case Note, *Tulare Lake Basin Water Storage Dist. et al. v. United States*, ENVIRONS, ENVTL. L. & POL'Y J., SPRING 2002.

**EXPERIENCE**

**Gallery & Barton, Sacramento – Partner** (Managing Partner since 2010) **2006-present**

Continued same work and for the same clients as an associate, but now as a shareholder and partner. Became sole owner and managing partner in 2010.

**Law Offices of Daniel F. Gallery, Sacramento - Associate Attorney** **2002-2006**

Specialized in representing public entities, including cities, water districts, irrigation districts, reclamation districts, and private individuals, including water companies and corporations, in matters related to surface water rights, groundwater rights, administrative law, state and local law, statutory interpretation, contracts, and environmental compliance. Representation of clients includes appearances at administrative hearings, superior court, and Court of Appeal, Third Appellate District. Representative clients include: City of Yuba City (Special Water Counsel), City of Vallejo (Special Water Counsel), Brophy Water District and Hallwood Irrigation Company in Yuba County, Tuolumne Utilities District in Tuolumne County, Feather Water District in Sutter County, Linda Vista Mutual Water Company and Juliana Mutual Water Company in Napa County, Timber Cove County Water District in Sonoma County, Lake Alpine Water Company in Alpine County, Reclamation Districts 341 and 1601 in Sacramento County.

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**California Department of Water Resources, Sacramento - Law Clerk** **Summer 2001**

Drafted legal memoranda dealing with environmental law, legislation analysis, land use, water law, and takings.



March 19, 2021

Amos McAbier  
General Manager  
McCloud Community Services District  
220 W. Minnesota Avenue  
P O Box 640  
McCloud, CA 96057

Re: Response to Request for Experienced Water Attorneys

Dear Mr. McAbier:

It is with great pride and enthusiasm that I offer this letter of introduction on behalf of the law firm of Alvarez-Glasman & Colvin ("AGC") for consideration as the District's Special Water Counsel. AGC has represented numerous public agency clients throughout the State of California and is known for providing the highest quality legal services for our diverse and varied clientele.

AGC is a partnership consisting of 17 attorneys, 1 paralegal, 1 office administrator, 8 administrative assistants, 1 billing clerk, 2 office assistants, and 1 receptionist. AGC is a qualified minority-owned firm.

The key elements of our proposed services and qualifications are as follows:

- AGC is a law firm with over 30 years of public agency representation and has a proven track record of serving as "leading lawyers for cutting edge issues" for our vast public agency clientele.
- AGC focuses upon achieving results while maintaining within the financial budgetary limitations of our clients.
- AGC has significant experience in all areas of Brown Act, Public Records Act, Political Reform Act, California Water Law and Municipal Law. Our attorneys have nearly 200 years of collective legal experience in representing public agency clients with the highest degree of expertise and integrity. Our attorneys have authored articles, provided lectures and served as instructors to both elected and appointed officials on the above areas of law.
- AGC has a broad scope of experience in handling a wide variety of water issues throughout the State of California. This includes negotiating water rights agreements with both private and public sector parties. Crafted easements and other related land use agreements for access for water construction projects. AGC worked with the State Water Resources Control Board on behalf of one of our public agency clients to secure \$3.46

million for a recycled water expansion capital improvement project. AGC has many years of experience in drafting, monitoring and enforcing Public Contract Code projects and agreements.

- AGC has a strong relationship with Federal, State and local elected officials to the advantage of the District goals and objectives.
- The proposed lead counsel, Gloria V. Ramirez, has personally represented numerous different public agency clients through her career as an attorney and brings vast knowledge and creative approach to achieving results to the table for the benefit of the District.

AGC is proposing a blended rate of \$325/hour for Partners and Associates, which is a reduction in AGC's established hourly rates.

AGC is confident that the breadth of experience coupled with the knowledge of the District's needs establishes AGC as the "best fit" to provide services as Special Water Counsel.

We thank the District in advance in considering AGC's qualifications for services as Special Water Counsel. We look forward to the opportunity to meet with the Board to present the members of our team and to express our strong desire to work with the District. We are happy to address any questions that the District may have.

Very truly yours,  
ALVAREZ-GLASMAN & COLVIN



Arnold M. Alvarez-Glasman      an  
Managing Partner

AMAG/cy

*Note: Senior Associate Gloria Ramirez would be assigned to represent MCSD. Her information follows*

# OUR PEOPLE

## GLORIA V. RAMIREZ

Senior Associate

Gloria V. Ramirez is a Senior Associate at Alvarez-Glasman & Colvin handling both transactional and litigation matters.

Ms. Ramirez currently serves as the Deputy City Attorney for the Cities of Pico Rivera, Commerce, Norwalk, and the City of Chico. Ms. Ramirez also serves as Legal Counsel for the Planning Commissions for the Cities of Montebello and Huntington Park.

Ms. Ramirez advises cities and special districts on a wide range of municipal and public law issues. Her areas of focus include land use and environmental law, utilities, contracting, the Public Records Act and the Brown Act. In her public law practice, Ms. Ramirez guides and assists our clients in the intricate negotiation of public contracts, leases and license agreements; resolving land use and CEQA matters in urban development; advising on requests for proposals and bids issues; and crafting local regulations, including those related to telecommunications, zoning, purchasing, and accessory dwelling units.

Ms. Ramirez earned her Juris Doctor from Southwestern Law School where she concentrated in water law, environmental regulation, land use, and general civil litigation. She also participated in the Southwestern Law Program in Vancouver, Canada where she studied transnational environmental legal issues at the University of British Columbia.

While in law school, Ms. Ramirez clerked for various public agencies, including the Los Angeles County District Attorney's Office (Consumer Protection Division), the Office of the Los Angeles County Counsel (Property Division), and the Los Angeles City Attorney's Office (Department of Water and Power).

Ms. Ramirez earned her Bachelor of Arts Degree in Political Science and Master of Arts Degree in Political Science from California State University, Los Angeles. She is fluent in Spanish



### EDUCATION

- Juris Doctor, Southwestern Law School
- Master of Arts, Political Science, California State University, Los Angeles
- Bachelor of Arts, Political Science, California State University, Los Angeles

### ADMISSIONS

- California State Bar
- United States District Court, Central District of California

### PRACTICE AREAS

- Water Law
- Public Agency and Municipal Law
- Utilities
- Land Use
- Employment Law
- Public Records Act Compliance
- Election Law and Initiative Process
- Government Relations/Legislative Advocacy

### SERVICES & AFFILIATIONS

- American Bar Association
- Latina Lawyers Association

### CONTACT





## Municipal and Public Sector Positions

- **City of Norwalk**  
Deputy City Attorney  
(2019 to Present)
- **City of Montebello**  
Deputy City Attorney  
(2019 to Present)
- **City of Pico Rivera**  
Deputy City Attorney  
(2019 to Present)
- **City of Huntington Park**  
Deputy City Attorney  
(2019 to Present)
- **City of Commerce**  
Deputy City Attorney  
(2019 to Present)
- **Access Services**  
Deputy General Counsel  
2019 to Present)
- **City of Buena Park**  
Deputy General Counsel  
(2019 to Present)
- **City of Chico**  
Deputy City Attorney  
(2019 to Present)



## Bartkiewicz, Kronick & Shanahan

A Professional Corporation



### ANDREW J. RAMOS

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Shareholder, Bartkiewicz, Kronick & Shanahan, PC  
California Bar No. 267313

Andrew has practiced law since 2009. Since he joined BKS in 2013, his practice has focused on advising and representing clients in legal matters concerning water rights, water supplies, water infrastructure and public agency law issues. His background in contracts, real property and construction law has been helpful to clients who manage small and large water systems alike.

#### LEGAL EXPERIENCE

2013–Present: Bartkiewicz, Kronick & Shanahan, Sacramento, California.

2011–2013: Watt, Tieder, Hoffar & Fitzgerald LLP, San Francisco, CA. Construction law.

2009–2011: Miller Starr Regalia, Walnut Creek, CA. Real estate law.

#### EDUCATION

J.D., University of California, Davis School of Law, 2009. Order of the Coif. Member, *UC Davis Law Review*

B.A., University of California, Davis, 2004. Phi Beta Kappa

#### HONORS

2019 Northern California Rising Star (Super Lawyers)

Top Verdict of 2018 - Jury Verdict in *Steinbeck Vineyards #1, LLC, et al.* (Daily Recorder)

#### REPRESENTATIVE MATTERS

*Special District and Water Supplier Counsel* – Andrew serves as general counsel to five California water suppliers, special districts, and joint powers authorities. He also serves as special counsel and assistant general counsel to many other firm clients throughout the state, including irrigation districts, municipal water suppliers, groundwater sustainability agencies and private water companies.

*State Water Resources Control Board Proceedings* – Andrew represents water suppliers in several pending proceedings before the Board, including water right applications and petitions for changes to existing water rights.

*In re Petition for the Adjudication of Rights to the Fresno River* – Andrew represents a private landowner in the adjudication of all water rights to the Fresno River in Madera County and related mediated proceedings.

*Steinbeck Vineyards #1, LLC, et al. v. San Luis Obispo County, et al.*, Santa Clara Superior Court Case No. 1-14-CV-265039 (trial court jury verdict) – As trial counsel for a small

public water supplier in the Paso Robles groundwater adjudication, Andrew proved-up his client's acquisition of prescriptive rights to groundwater in a month-long jury trial.

*In re Antelope Valley Groundwater Cases*, Judicial Council Coordinated Proceeding No. 4408 (trial court judgment) – As trial counsel for a private landowner, Andrew successfully proved up his client's right to groundwater as part of a 15-year adjudication of the Antelope Valley groundwater basin.

*Millview Cty. Water Dist. v. State Water Res. Ctrl. Bd.* (2014) 229 Cal. App. 4th 879 – As appellate counsel for a regional water agency, Andrew assisted in court proceedings to adjudicate another water user's claim to a pre-1914 appropriative water right.

## **PUBLICATIONS AND PRESENTATIONS**

"Virtual Water Agency Board Meetings During COVID-19", Panelist, Webinars for the Association of California Water Agencies and California Association of Sanitation Agencies (April and May 2020).

"The Fundamentals and Questions of Groundwater Rights: Rights in Augmented Groundwater Recharge," Association of California Water Agencies, panelist (2017).

"The View from the Foxhole: What is Happening on the Ground Under and in Reaction to SGMA," Association of California Water Agencies, panelist (2016).

"Appellate Confirmation of State Water Board Administrative Jurisdiction to Prevent Illegal or Unreasonable Water Diversion and Use: Young, Millview and Light," Environmental Law News, State Bar of California (2015).

*Note: Mr. Ramos has given MCSD a reduced rate of \$290.00 per hour with a legal services agreement*

## Richie Felser

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**From:** Andrew Ramos [REDACTED]  
**Sent:** Wednesday, March 24, 2021 10:03 AM  
**To:** Richie Felser  
**Subject:** BKS legal services to McCloud CSD

Richie:

Thanks for your phone call yesterday about my firm and providing legal services to McCloud CSD for potential industrial water uses. You requested a preliminary estimate for the legal work that I briefly discussed with you and Amos McAbier.

There are a number of directions the District could go with this work with differing levels of effort. I would anticipate working with the Board and District staff to come up with a list of potential options for the Board to consider and adopt in the future. Until that happens, it is difficult to know how much effort and legal expense ultimately will be required.

I would suggest that my initial work with the District should have a not-to-exceed amount of \$8,000 (approximately 25 hours of work) to help the District develop its options and begin implementing those options. At that point, I would suggest we discuss preparing an updated estimate and additional task order, if necessary.

I hope this helps you and the Board. As I mentioned to you and Amos, most of my legal practice involves helping small, public water systems, and I believe working with McCloud CSD would be an excellent fit.

Please do not hesitate to call or email if I can provide further assistance.

Andrew Ramos

Andrew J. Ramos  
Bartkiewicz, Kronick & Shanahan, PC

[REDACTED]

**McCLOUD COMMUNITY SERVICES DISTRICT**

**ORDINANCE NO. 27**

*AN ORDINANCE AMENDING ORDINANCE NO. 23*

**RULES AND REGULATIONS RELATING TO WATER SERVICE**

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# CHAPTER 1

## GENERAL PROVISIONS

### **1.01 Purpose and Policy**

This Water Service Ordinance sets uniform requirements for design, methods of construction, operation and maintenance of both public and private water supply, storage and distribution facilities and water service connections served by the water system of the McCloud Community Services District (hereinafter referred to as "District"). Uniform application of this ordinance to all customers served by the District water system shall enable the District to comply with the water quality requirements set by the Environmental Protection Agency (EPA) and the California Department of Health Services and such other state and/or national standards of performance which may apply. This Ordinance also provides for the setting of user charges and fees for the equitable distribution of cost to all users, and the issuance of permits to certain users.

The District Standard Specifications and Details, including other documents referenced therein, are hereby made a part of this ordinance. The Standard Specifications and Details are dynamic documents revised periodically to reflect changing regulations, design and construction methods, materials and test/inspection procedures. Revisions to the Standard Specifications and Details will not require this ordinance to be modified.

The purpose of this Ordinance is to amend certain provisions of the District's Water Ordinance No. 23 as follows: (1) to provide for a uniform Service Line Size Water Rate Structure; and (2) to clarify certain water use regulations specified in Section 2 of the Ordinance; and (3) to add clarified bonding requirements for water system improvements and extensions required of applicants for water service as a condition of receiving service as specified in Section 3 of the Ordinance; and (4) to clarify the requirements for providing water service at the parcels to be annexed into the District as specified in Section 3 of the Ordinance; and (5) to provide new language regarding classification of users based on service line size, and computation of monthly service charges and connection fees based on Household Equivalents related to service line size as specified in Section 4 of the Ordinance; and (6) to clarify the enforcement remedies available to the District to recover delinquent service charges and fees as specified in Section 5 of the Ordinance; and (7) to provide for specified grounds for discontinuance of water service for conduct which violates the provisions of this ordinance as specified in Section 6 of this Ordinance; and (8) to specify those criminal penalties which attach to actions which violate the provisions of this Ordinance as specified in Section 7 of this Ordinance; and (9) adding a new Exhibit A to the Ordinance Which Details the Number of household Equivalents commensurate with each service line size as the basis for computing monthly water service charges.

It is the intent of the Board of Directors in adopting these amendments to Ordinance No. 23 that all the terms and conditions specified in the District's Water Ordinance No. 23 shall remain in full force and effect except for those specific provisions detailed above which are amended by this Ordinance No. 27. The Board of Directors also intends that the provisions contained in this ordinance pertaining to the Discontinuance of Water Service (Chapter 6) supersede and/or replace those defined in Ordinance No. 13.



## 1.02 Definitions

For the purpose of this Ordinance, the terms used herein are defined as follows:

1. “Annexed Area” - Consists of areas annexed to but not part of the original boundaries of the District.
2. “Applicant” - The person(s) making application for Water service whom shall be the owner of the premises to be served.
3. “Board” - The Board of Directors of the McCloud Community Services District.
4. “Building” - Any structure containing water piping and/or plumbing fixtures.
5. “Building Water” - The private water plumbing from within a structure to a point three (3) feet beyond the foundation.
6. “Chronically” - Continuing, of long duration.
7. “Commercial Service Connection” - Any non-domestic and non-industrial service including a domestic service which contains a commercial business in addition to or part of a residence. *I.e., Vacation rentals, Airbnbs, VRBOs.*
8. “Community Housing Project” - Includes the following: A condominium project as defined in Section 1351 of the Civil Code, containing two or more condominiums, as defined above; a community apartment project, as defined in Section 11004 of the Business and Professions Code, containing two or more rights of exclusive occupancy; a stock cooperative, as defined in Section 11003.2 of the Business and Professions Code, containing two or more rights of exclusive occupancy; a planned development, as defined in Section 11003 of the Business and Professions Code, containing two or more separately owned lots, parcels, or areas; and a Mobile Home Park as defined in Section 18214 of the Health and Safety Code, containing two or more rights of exclusive occupancy.
9. “Community Water” - A water system, treatment or distribution facility owned or operated by the District.
10. “Connection” - The point at which the customer’s water plumbing and the District’s system and/or equipment intersects.
11. “Connection/Capacity Fee” - The connection/capacity fee is a one-time charge paid when a new connection is made to the District Water System. The fee is based on the capital cost of capacity and represents a reimbursement to the District's ratepayers for providing available capacity to future users of the water system. By paying this fee new customers have participated equally with existing rate payers in sharing the capital cost of water system capacity.
12. “Contractor” - An individual, firm, corporation, partnership or association duly licensed as

by the State of California to perform the type of work to be done.

13. "Cost" - Labor, materials transportation, supervision, engineering, inspection and all other necessary overhead expenses.

14. "County" - The County of Siskiyou.

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

16. "Customer" - The property owner/s and/or tenant of the property owner per SB998.

17. "Distribution Mains" - Water lines which are part of the Community Water System.

18. "District" - McCloud Community Services District, Board of Directors or persons authorized by the Board of Directors to implement and enforce this Ordinance.

19. "District Engineer" - A Registered Civil Engineer contracted by the District.

20. "District Inspector" - The inspector acting for the District which may be the General Manager, the District Engineer or other authorized representative.

21. "Dwelling Unit" - A suite of rooms which is occupied or intended to be occupied by one family and containing kitchen facilities for at least sixty (60) days of the year.

22. "Domestic" - See "Residential Service Connection".

23. "Equivalent Dwelling Unit" (EDU) - One single family residential household.

24. "Household Equivalent" (HE) - A unit of measure which identifies the capacity to meet the estimated demand of a typical single family residence based on the estimated volume of water used, usually peak flow in gallons per minute.

25. "Manager" - The Manager of the District, or his/her designated representative.

26. "Owner" - The person/s in whose name/s the legal title to the property appears recorded by deed or as executor, administrator, guardian or trustee of the owner.

27. "Permit" - A written authorization issued by the District for the installation of any water system facilities or building.

28. "Person" - Any individual, partnership, firm, association, corporation, or public agency, including the State of California and the United States of America.

29. "Premises" - A lot or parcel of real property, including any improvements thereon, under common ownership. Multifamily dwellings and office buildings may be classified as single

premises.

30. “Fire Protection System” - Water service and facilities for installing sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available thereto.

31. “Industrial Service Connection” - Industrial water use includes but is not limited to water used for such purposes as fabricating, processing, washing, diluting, cooling, or transporting a product, *water bottling or beverage production*; incorporating water into a product; or for sanitation needs within a manufacturing facility.

32. “Private Water Service” - That portion of the privately owned water distribution system beginning at a point three (3) feet outside the foundation wall of any building or structure and running to the property line ending at the angle meter stop in the service box or other connection point to the District’s water system.

33. “Public water system” means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. A public water system includes the following:

(1) Any collection, treatment, storage, and distribution facilities under control of the operator of the system that are used primarily in connection with the system.

(2) Any collection or pretreatment storage facilities not under the control of the operator that are used primarily in connection with the system.

(3) Any water system that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.

34. “Public Fire Protection System” - The service and facilities of the entire water supply, storage, and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection.

35. “Public Water Service” - That portion of the District’s Water distribution system beginning at the angle meter stop or other connection point and extending to the water main.

36. “Regular Water Service” - Water service and facilities provided for normal domestic and commercial purposes on a permanent basis and the water available thereto.

37. “Renter” - Non-title holder of the deed.

38. “Residential Service Connection” - means water service to a residential connection that includes single-family residences, multifamily residences, mobile homes, including, but not limited to, mobile homes in mobile home parks, or farmworker housing.

39. “Service Charge” - The monthly fee paid by a Customer for water service to reimburse the District for the Customer’s proportionate share of the District’s costs of operation,

maintenance, replacement, debt service, capital recovery, administration and reserves of the District's water system.

40. "Shall" and "Will" - As used in this document shall both mean a mandatory or obligatory act or requirement.

41. "Shared Water Connection" - A secondary water service connection installed in the original McCloud water system from the District water main to the first valve serving the outside water hose bib(s) or faucets of a single parcel and/or two adjoining parcels.

42. "Subdivision" - Any division of land for the purpose of development, sale, lease or financing.

43. "Temporary Water Service" - Water service and facilities rendered for construction work and other uses of limited duration and the water available thereto.

44. "Urban and Community Water System" - Means a public water system that supplies water to more than 200 service connections.

45. "User" - The property owner, or his tenants, agents, employees, contractors, licensees, or permittees using water on the premises.

## CHAPTER 2

### REGULATIONS

#### **2.01 Supply to Separate Structures**

**2.01.1** Each house, structure, dwelling unit, or dwelling unit within a community housing project, for which application for water service is hereafter made, shall have a separate service connection, including a separate meter. However, upon written request, the Manager may waive this requirement as it applies to individual dwelling units within a community housing project, commercial or industrial service connections if special or unusual circumstances exist which, at the discretion of the Manager, warrant such a waiver. RVs and travel trailers will be billed the monthly water fee in addition to the properties standard monthly fee if they are occupied and using water after thirty (30) days.

**2.01.2** No user of water supplied by the District shall supply water to adjacent parcels through that user's service connection.

**2.01.3** Should the owner of a single property subsequently subdivide such parcel, then the portion of that parcel not directly connected with the District's water system through a separate service connection must be connected with the District's public water system through a separate service connection, for which additional connection charges are payable. It shall be unlawful and a violation of this ordinance for such owner to continue to use or maintain an existing service connection to the District's public water system for the purpose of providing an indirect connection to provide water to an additional parcel through an existing service connection for which no separate application has been filed. Any such indirect connections in existence prior to the adoption of this provision of this ordinance shall be abandoned by the customer upon issuance of a written order from the District. Any failure by an owner or customer to comply with such order from the District shall be enforceable by discontinuance of service pursuant to Section 6 of this Ordinance.

**2.01.4** Multiple service connections for a single parcel with a single owner are allowed at the request of the property owner under the following conditions:

1. A master meter is installed at the property line.

Property owner will be responsible for payment for water usage reflected on the master meter.

#### **2.02 Shared Water Connections**

**2.02.1** No new shared water connections shall be installed and all existing shared water connections shall be abandoned by the District upon installation of a new or replacement water service meter box or at such other time as determined necessary by the District to maintain efficient operation of the water system.

**2.02.2** All private water plumbing connected to such abandoned shared water connections shall be connected to the private water service at the discretion and expense of the customer.

### **2.03 Water Waste**

No user shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises the District may discontinue the service pursuant to the provisions in Section 6 of this Ordinance if such conditions are not corrected within five (5) days after giving the customer written notice.

### **2.04 Responsibility for Equipment on Customer Premises**

**2.04.1** The customer is responsible for installation, ownership, maintenance and repair of all water delivery devices, valves, regulators, fixtures and piping from the building water system to the point of connection to the public water service. The customer shall be liable for all damages which may result from failure to do so.

**2.04.2** All distribution mains installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired, or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made by the District for placing or maintaining said facilities on private property within utility easements. No persons shall place or permit the placement of any object in a manner which will interfere with the free access to the public water system, a water service box or will interfere with the reading of a meter.

### **2.05 Community Housing Water Connections**

Whenever, in the District's opinion, a connection serving a Community Housing Project is consuming water quantities in excess of the amounts approved in the owner's service application or that should normally be used within the Community Housing Project, whether from water waste, leakage or other causes, then such excessive water use shall be remedied, controlled and eliminated by the community water entity upon demand of the District, and for that purpose, the District may take any steps reasonably designed in its opinion to pay for, remedy, control and eliminate such excess water use from the District water system, including but not limited to:

- a. Imposition of a surcharge, including progressive surcharges, on such excessive use.
- b. Requirement of the entity to conduct a water leak audit or other study to determine the causes, and to adopt and implement a plan to remedy or eliminate such excess usage.
- c. Require the submission of a new service application and installation of a larger service line and meter size at the expense of the customer, including payment of the increased connection charge amount associated with such larger service line, less the connection charge previously paid by the owner.
- d. Termination of service.

## **2.06 Changes in Customer's Equipment**

Customers making any material changes in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall notify the District not less than five (5) working days prior to commencement of any work, additions or modifications to buildings or premises, or changes to the type of business or occupancy, which would affect the volume of water used on the premises and, if necessary, amend their application to provide for installation of a larger service line and/or meter pursuant to Chapter 5 of this Ordinance. If a larger service connection is ordered by the District, the Owner will be required to install a larger service connection as required by the District within the time period specified by the District and will be required to pay any applicable additional connection capacity charges associated with such larger service connection as a condition of receiving water service.

## **2.07 Water Conservation Devices Required**

All applicants for new water service connections shall be required to install ultra-low flow toilets and shower heads in residential, commercial and/or industrial buildings pursuant to California law.

## **2.08 Cross Connections**

The customers shall comply with state and federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross-connections. Detailed rules and regulations for backflow prevention have been mandated by the state and adopted by a separate District ordinance. The District may at any time require any user to install, at the user's expense, a backflow prevention device in the user's private water service, where such water service may be subject or exposed to backpressure or backflow of non-potable water. Water backflow devices shall be of a type approved by the District, installed per District specifications at the user's expense and maintained continuously in satisfactory and effective operation at the user's expense and to the satisfaction of the District.

## **2.09 Relief Valves**

To protect the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by the customer, at the customer's expense. When check valves or other backflow devices are used, the relief valve shall be installed between the check valves and the water heater.

## **2.10 Pressure Regulators**

A pressure regulator is required in each private water service line, to be installed, paid for and maintained by the customer. The regulator shall be installed per District specifications and should be installed in the location where the main water supply line enters the building and should be insulated to prevent freeze damage. This requirement may be waived by the District Manager in writing if the property is situated in a low-pressure zone.

## **2.11 Access**

District personnel shall have a right of access to any premises that are served water from the District's water system, to determine whether there is compliance or non-compliance with this ordinance. Owners or occupants of such premises shall allow the District personnel or its representative ready access at all reasonable times to all parts of the premises for the purpose of inspection or sampling related to maintenance of water quality, in the event of water related emergencies, or in the performance of any of their duties related thereto. District personnel shall further have a right of access to go upon any premises on which a water line is located that is serving more than one parcel or building for the purpose of inspection of the water line and to shut off, terminate, repair or reconnect water service, or for any other purpose related to the operation of the water system. The District shall have the right to install and maintain on the user's property and within the public right-of way such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards, so that upon presentation of suitable identification, personnel from the District will be permitted to enter without delay for the purpose of performing their specific responsibilities. The District shall provide advance notice to the owner or occupant for all required inspections not related to emergency maintenance of the water system or ensuring water quality.

## **2.12 Obstruction of Hydrant or Meter Box**

No person shall place trash, dirt, building materials, vehicles or other objects or obstructions on water service boxes or around or adjacent to District fire hydrants and no person shall allow the facilities to become obstructed or obscured by vines, trees, shrubs or other plants in any manner so as to make the location difficult to determine, or in any way interfere with or render difficult free access to or use of the District water service boxes or fire hydrants.

## **2.13 Pressure Conditions**

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

## **2.14 Interruptions in Service**

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District. In addition, as a condition precedent to water service, the District reserves the right to make temporary shutdowns without liability in order to make improvements or repairs. Whenever possible, all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage, pressure increase or loss, insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war, or any other cause not within its control.



## **2.15 Tampering with District Property**

**2.15.1** No person other than those designated and authorized by the District, shall open any water valve covers or tamper with such covers in any manner, operate any District owned water valves, hydrants, standpipes or other appurtenances.

**2.15.2** No person other than those designated and authorized by the District, shall enter any District facilities, such as any water storage tank, chlorinator site or spring enclosures.

**2.15.3** No person shall maliciously, willfully or negligently break, damage, destroy, deface any structure, appurtenance or equipment which is a part of the District's water system. No person without previous written authorization from the District shall uncover, make any connection with, opening into, use, alter, or disturb any public water main, service or appurtenance thereof.

## **2.16 Drilling Wells**

Other than the District, no person shall drill for water within the boundaries of the District if water service is available through the District's system as defined in Chapter 8 herein. If the District water service is unavailable to serve the subject parcel/s, the applicant must first obtain written approval from the District and obtain a permit from the Siskiyou County Department of Public Health.

## **2.17 Ground Wire Attachments**

All persons are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District unless such private plumbing is adequately connected to an effective driven ground installation on the premises. The District will hold the customer liable for any damage to its property occasioned by such ground wire attachments.

## **2.18 Damage Through Leaking Pipes and Fixtures**

When turning on the water supply as requested, and the house or property is vacant, the District will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the angle meter stop on the inlet side of the water service box. The District's jurisdiction and responsibility ends at the discharge of the water service box. The District will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes beyond the meter.

## **2.19 Damage to Meters**

The District reserves the right to set and maintain meters on service connections. The customer shall be held liable, however, for any damage to the meter, service box and fittings due to negligence or carelessness and, in particular, for damage caused by hot water or steam from the premises.

## **2.20 Fire Hydrants**

**2.20.1 Use of Fire Hydrants.** Fire hydrants are for use by organized fire protection agencies and by District staff. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District and payment of the applicable fees and deposits established in Policy 1060, Miscellaneous Fee Schedule, prior to use. The hydrant shall be operated in accordance with the instructions provided by the District. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose. Tampering with any fire hydrant or the unauthorized use of water from such hydrants is strictly forbidden.

**2.20.2 Moving of Fire Hydrants.** When a fire hydrant has been installed as approved by the District in the location specified by the District or other agency, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, he/she shall bear all costs of such changes, without refund. Any changes in the location of a fire hydrant must be approved by the District.

**2.20.3 Unauthorized Use of Fire Hydrants.** It shall be a violation of this ordinance for any person, other than organized fire protection agencies, to make any connection to a fire hydrant without written permission from the District and payment of the applicable fees and deposits. Any such unauthorized connection shall be immediately disconnected upon discovery thereof, and no further connection by said person shall be permitted until all applicable deposits, fees and penalties assessed under authority of this ordinance have been paid.

## **2.21 Fire Protection Service**

**2.21.1 Payment of Cost.** An applicant for a new fire protection service shall pay the total actual costs of installation of the service from the distribution main to the customer's property line, including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box. The service line and appurtenances from the distribution main to the discharge of the detector check meter shall become the property of the District. *When a fire connection service is no longer requested or paid for it will be Physically disconnected by MCSD Staff. Reconnection fees and a new contract for service will apply.*

**2.21.2 No Connection to Other System.** There shall be no connection between the fire protection system and any other water distribution system on the premises.

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

**2.21.4 Consumption through Detector Check Meter.** Any consumption recorded on the meter for fire protection shall constitute a violation of this ordinance, except that no violation shall be charged for water used to extinguish fires where such fires have been reported to a duly authorized fire protection agency.

**2.21.5 Monthly Rates.** The monthly rates for fire protection shall be established in Policy 1060, Miscellaneous Fee Schedule.

**2.21.6 Rules.** The following rules shall apply to fire service connections:

- a. **Valve.** When a fire service connection is installed, the valve governing same will be placed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on.

- b. Meter. If a meter was not previously installed, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service connection at the owner's expense or shut off the entire water supply to such premises.
- c. Additional Service. The district 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 District shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.
- d. Check Valve. The District reserves the right to install on all fire service connections a detector check meter of a type approved by the National Board of Fire Underwriters, at the expense of the owner of the property.

## CHAPTER 3

### EXTENSION OF FACILITIES, CONNECTION, AND WATER SYSTEM CONSTRUCTION REQUIREMENTS

#### **3.01 Extension or Improvement of Facilities, Main Extension and Development Agreement Required**

When water service is requested for property within the District which does not abut an adequate water distribution main, an extension or improvement of the District's system shall be required. Such facilities may include, but not be limited to, water mains, water storage tanks, valves, fire hydrants, public water services, service meter boxes, pressure regulating valves and booster stations. Minimum standards for the design and construction of water facilities within the District shall be in accordance with the applicable provisions of District ordinances, master plans, rules and regulations and with the District Standard Specifications and Standard Details heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District or the District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

**3.01.1 Application for Extension or Improvement of Facilities, Main Extension.** An extension or improvement of District facilities shall be initiated by completing an application and depositing an application fee. The application must be signed by the property owner, and shall become null and void under the following conditions:

- a. The application shall become void ninety (90) days following date of issue unless a recordable extension or Development Agreement has been signed by both the District and the applicant pursuant to Board Policy.
- b. The application and Development Agreement shall both be void and terminated eighteen (18) months after execution of the Development Agreement unless construction has been completed and accepted in writing by the District. Extensions of time may be granted upon request by the applicant and approval in writing by the District.

#### **3.01.2 Project Approval.**

- a. Design documents accompanying extension or improvement applications shall be reviewed by the District in accordance with District Policy 6040, Project Approval. If further information or redesign is required by the District, the applicant shall furnish such additional material or information before such application shall be considered further. All such designs shall be certified and stamped by an engineer registered to practice in the State of California and all design and material specifications shall be in accordance with standard specifications approved by the District. Upon District approval, the design shall be incorporated into a development agreement pursuant to District Policy 6050, Development Agreements. The development agreement shall meet the terms and conditions required by the District.

- b. No actual construction or fieldwork shall begin until the agreement has been signed by all parties.

**3.01.3 Installation and Ownership of Extension of Facilities.** The applicant shall have the facilities constructed and installed by an experienced, competent contractor approved by the District at the applicant's sole expense. The District reserves the right to construct, with its own personnel or by contract, at cost to the applicant, taps or connections to existing pipes and any other complex or difficult construction which may be crucial to proper operation and function of District facilities, in the opinion of the District. Upon completion, final inspection and acceptance in writing by the District, the newly constructed water facilities shall be dedicated in writing to the District and thereafter, upon written acceptance by District, owned and operated by the District as part of its water system. All fire hydrants installed on the District water system shall be constructed to District specifications and dedicated to the District upon completion of installation and written acceptance by the District. All such water system facilities shall be installed in easements or rights of way dedicated to and accepted by the District.

**3.01.4 Inspection of Public Waterworks.** All public water system construction shall be inspected by personnel of the District during construction. In making a connection to a water main, no physical alterations of the District's facilities shall commence until an inspector is present.

**3.01.5 Sizing of Facilities.** The size of water facilities required to be constructed by the applicant under a development agreement will be determined by the District based upon the water system capacity required to serve the proposed development, plus additional capacity required to be served through the same facilities to serve potential development beyond the boundaries of the applicant's project. Water facilities that may be required to be oversized include, but are not limited to, water mains, pumping stations and water storage facilities.

**3.01.6 Deposits and Payment of Costs.**

- a. The Applicant shall pay the District's actual costs including, but not limited to:
  - i. Engineering analysis, designs, plan review, preparation of environmental impact documents, legal consultation and review, hearings, review or preparation of improvement plans, construction inspection, as-built drawings, project management and usual overhead expenses allocated to such work.
- b. The Applicant shall initially deposit with the District cash in the amount of the District's estimate of such engineering review, inspection, legal, environmental and project administrative costs prior to improvement plan review/approval and performance of additional work. Such costs will be deducted by the District from the deposit as incurred periodically (usually monthly). The applicant shall maintain a positive account balance at all times. Failure to do so may result in automatic suspension of the application process and approval and acceptance of the facilities being constructed. Should District costs exceed the amount of the Applicant's initial deposit, Applicant shall deposit additional amounts with the District upon request to cover estimated additional District costs.
  - i. Upon completion of the work, if the amount deposited with the District is less than actual costs, the difference shall be paid to the District prior to acceptance of the water facilities by District.

ii. Any amount deposited in excess of actual cost will be refunded to the applicant following acceptance of the water facilities by District.

**3.01.7 As-Built Drawings and Proof of Service Certification.**

- a. Upon completion and final inspection by the District, Applicant shall submit a complete set of as-built drawings of the water facilities acceptable to the District.
- b. After all conditions for acceptance of the water facilities have been met, the District will issue written certification of proof of service to the County Building Department.

**3.01.8 Project Bonding and First Year Warranty Responsibility.**

- a. Prior to commencement of construction of any of the infrastructure improvements to be constructed by the applicant under a Development Agreement, applicant or its contractor shall furnish bonds covering the faithful performance of the construction or installation activities required under the agreement, and the payment of all obligations arising hereunder as specifically required in this ordinance.
- b. The premiums for the bonds shall be paid by applicant or its contractor.
- c. The applicant shall deliver the required bonds to the District not later than the date of commencement of the work for each phase of work.
- d. The Applicant will be required to provide two separate bonds in the name of the District in the amount of 100% of the estimated costs of the construction of all water main extensions and related improvements, using prevailing wage rates. The first bond shall be a Performance Bond issued by a surety company admitted to do business in the State of California as an insurer, maintained during the entire life of the Development Agreement at the expense of Applicant, and shall guarantee the faithful performance of all aspects of the work of improvements specified in the Development Agreement. The second bond shall be the payment bond required by Division 4, Part 6, Title 3, Chapter 5 of the Civil Code of California, issued by a surety company admitted to do business in the State of California as an insurer, shall be in the amount of 100% of the estimated cost of the improvements at prevailing wage rates, and shall guarantee the payment of wages and materials, supplies, or equipment used by all contractors and subcontractors in the performance of the work specified in the Agreement. Prior to commencing work the applicant or the applicant's contractor shall furnish a certification from either the California Department of Insurance and/or the Siskiyou County Clerk evidencing the status of any and all sureties issuing the bonds required pursuant to this Ordinance. Both applicant and contractor will be required to certify and represented that said sureties are authorized to do business in the State of California and that the bonds fully comply with the requirements of Civil Code sections 3247 and 3248.
- e. Failure by the applicant to pay for any damage caused to District facilities by the construction of such water system improvements by applicant or applicant's contractor after being notified of such damages by District and having received an invoice from District for the amount of such damages will result in District refusal to accept the improvements as constructed by

applicant and District refusal to approve connection to the District's Water System.

- f. The applicant, or the applicant's contractor, shall submit as the required one (1) year warranty surety on the construction of the improvements, a bond, (in form acceptable to the District), certificate of deposit, or irrevocable letter of credit, in an amount not less than twenty-five (25%) of the actual construction costs of the facilities.

**3.01.9 Documentation of Project.** Costs for projects involving District reimbursement or reimbursement by other users, the applicant shall provide the District with copies of all invoices for materials, equipment, employed labor and District costs for construction of the project marked "PAID" and signed by the applicant or his authorized agent.

**3.01.10 Cost Reimbursed by the District.**

- a. Reimbursement of reasonable costs to an applicant for extension of permanent facilities required to be larger than those needed by the applicant may be made pursuant to the District reimbursement policies outlined in the following section.
- b. The District will collect and disperse funds for partial reimbursement of oversized facilities constructed by others through execution of a formal reimbursement agreement under the conditions set forth below.
  - i. The District shall be under no obligation to make any reimbursement payment whatsoever, except as outlined in this section. All questions as to the meaning of any portion of this section shall be as interpreted by the District.
  - ii. Proposed facilities must be constructed in accordance with plans and specifications approved by the District. The District may require that the facilities have sufficient capacity not only to serve the applicants' area of development, but other potential development areas beyond, or in addition to the applicant's development areas.
  - iii. Any applicant who requires service through facilities or improvements constructed by others pursuant to a reimbursement agreement and who did not contribute to the cost of construction shall pay a pro rata reimbursement fee to District in addition to all other required charges prior to service being provided by District. An administration charge of ten (10) percent shall be added to the reimbursement fee, to compensate District for administration of the reimbursement contract. An area of benefit which identifies parcels having access to and receiving service from the constructed facilities shall be determined in the sole discretion of the District and a map of the area shall be attached as Exhibit A to the reimbursement agreement. The District shall make an estimate of future use within the area of benefit based upon knowledge and investigation of those same factors by which sizing of the constructed facilities was determined. This total projected future use, calculated as Household Equivalents, per AWWA Exhibit B assigned to the mapped area of benefit plus the verified cost of the project constitute those factors by which a contractually obligated reimbursement fee shall be calculated according to the following formula:

- Rf = Reimbursement Fee.
  - Cp = Cost of project as determined in paragraph 3.01.9
  - Tc = Total capacity of facility expressed in Household Equivalents as determined solely by District.
  - HE = Number of Household Equivalents required by Applicant's parcel(s) or subdivision thereof per AWWA Exhibit B.
- GWhere  $Rf = (Cp \div Tc) \times HE$

- iv. Each year, the District will disperse any collected reimbursement funds, less the administrative fee, to the applicant who constructed the facilities without interest. Applicant shall keep the District informed of any change of applicant's mailing address.
- v. All obligations for reimbursement of any excess capacity costs expire ten (10) years following the date of transfer of title to District of the reimbursable facilities. In no event shall reimbursement payments exceed total project construction costs less capacity used by the original applicant/builder of the project.
- vi. The Applicant's rights to reimbursement funds shall not be transferable or assignable without the express written consent of the District.
- vii. Applicant shall be solely responsible for providing District with a current contact address and phone number during the reimbursement period. District shall have no responsibility to make reimbursement to applicants who cannot be contacted at the address and/or phone number provided by the Applicant. Under such circumstances, reimbursement amounts collected shall be retained by the District.

**3.01.11 Environmental Impact Report Charge.** Unless all such environmental processing has been done by the County or another agency, the District may determine that an environmental impact study or report is required for a proposed extension facility necessary to serve an applicant's land. The applicant shall be responsible for the costs of preparing such a study and/or report, including associated costs incurred by the District for overhead, preparation, legal consultation and review and hearings.

**3.02 Building Water System and Service Connections, No Improvement of Facilities or Main Extension Required**

**3.02.1 Application Required.** An application is required pursuant to Section 5.01.1 of this ordinance prior to uncovering, making any connection with, opening into, using, altering, or disturbing any public water system, service meter box or appurtenance thereof.

**3.02.2 Normal determination of service line and meter size.** The District Standard Specifications and Details list the maximum flow rate, in feet per second, allowable through any water service connection. The District's normal single family residential service line size shall be ¾ inch, to accommodate a 5/8 X ¾ inch meter. For all non single family residential uses, the minimum required service line and meter size shall be determined by the District based on information provided by the applicant regarding the estimated maximum water consumption requirements through the service connection, calculated in accordance with



current American Waterworks Association (AWWA) water service and meter sizing standards (Exhibit B). The customer may request a service line and meter larger than the normal and shall agree to pay all connection, capacity and service charges associated therewith.

**3.02.3 Connection Requirements.** Construction and inspection of building water systems and private water services shall be in accordance with the District Standard Specifications and Standard Details.

### **3.03 Inspection of Service Connection and Private Water Service**

**3.03.1 Inspection of Public Service Installation.** In areas where no public water service is installed serving the applicant's property, a service connection and public water service shall be installed by a licensed competent contractor approved by the District and under the supervision and inspection of the District pursuant to the provisions of Section 3.01 of this Ordinance, or by District personnel at the expense of the applicant. The District shall physically inspect all such service connections during construction. In making a connection to a water main, no physical alterations of the District's facilities shall commence until an inspector is present. All materials and work on the service connection shall comply with the latest District Standard Specifications and Details. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.

**3.03.2. Inspection of Private Water Service Installation.** The private water service shall be inspected by the District from a point within three (3) feet of the structure or foundation to the point of connection to the public water service. No backfill shall be placed over any portion of the service connection or private lateral until the work has been inspected. Any excavation on public rights of way shall be done only after permission has been received from the authority having jurisdiction thereof. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.

**3.03.3 Inspection Fees.** The inspection fee for all water connections is detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy. An additional inspection fee may be charged if the work is not ready for inspection or requires additional inspections due to non-compliance with District Standard Specifications and Details. The additional fee, if charged, will be calculated on a time and materials basis, at the rate shown in the Miscellaneous Fee Schedule.

**3.03.4 Required Advance Notice.** The applicant must notify the District at least twenty-four (24) hours in advance of making the service connection to the public water service or any other work requiring inspection by the District.

**3.03.5 Normal Working Hours.** Service connections installed on the public water system must be made during normal working hours of the District and a District inspector must be present. The applicant may be required to disconnect and reconnect the service connection for inspection purposes, if the District is not notified as required herein. All inspections of private water services will be completed during normal working hours of the District unless otherwise arranged and paid for by the applicant.

**3.03.6. Maintenance of Building Water System and Private Water Service.** Building water systems and private water services shall be maintained by the owner of the property served. If a District serviceman is sent out at the customer's request, and it is determined that the customer's water system is at fault, a charge will be made in accordance with the fee established in Policy 1060, Miscellaneous Fee Schedule.

### **3.04 Service Outside the District Boundaries**

District water service may be provided outside the boundaries of the District subject to the following terms and conditions:

**3.04.1.** The applicant may annex their property into the District boundaries in accordance with District policy, but must get prior written approval from the District, a resolution of the Board of Directors approving the annexation and any related Annexation Agreement, and approval of the Siskiyou County LAFCO before receiving water from the District. The applicant must have a fully executed Annexation Agreement or an Out of Area Service Agreement Application (Exhibit B) approved by the Board of Directors in place with the District before receiving water from the District.

**3.04.2.** Any Water System improvements required to provide water to the annexed property, including but not limited to main extensions, service connections, water storage facilities, pumping stations, valves, booster stations, pressure regulating valves and fire hydrants shall be installed at the sole cost of the Applicant and shall be at no cost to the District. The applicant shall pay the total construction cost of all such improvements, and, if additional right-of-way acquisition is required in order to construct line extensions to the point of connection, the applicant shall pay the entire cost of all such right-of-way acquisitions. All of the provisions of Section 3.01 of this Ordinance shall apply to installation of water system improvements by an applicant to property to be annexed into the District.

**3.04.3.** The applicant shall comply with all provisions of this ordinance, including, but not limited to, construction standards, improvement of existing facilities, payment of connection/capacity fees, payment of all applicable assessments, monthly fees and charges.

### **3.05 Approval of Plans for Water System Construction**

**3.05.1 Approval of Plans and Specifications Required.** No person other than employees of the District or persons contracting to do work for the District, shall construct or cause to be constructed, or alter or cause to be altered, any public water main or service without first obtaining approval of water system construction plans from the District. The applicant shall submit to the District for approval, construction plans and such specifications and other details as required to describe fully the proposed water system facility. Plans and specifications are also required to be submitted for all commercial or industrial water systems. Such plans and specifications shall have been prepared under the supervision of and shall be signed by an engineer registered in the State of California and must be approved by the District prior to construction.

- a. An approval of plans for water system construction shall expire one (1) year after date of approval unless construction has been initiated.

### **3.06 Plan Approval and Permits Not Transferable**

Approval of plans for water system construction and connections to water mains are not transferable from one person to another person or from one location to another location.

### **3.07 Meters and Metered Service Connections**

**3.07.1 Installations.** All new water service connections installed or activated after January 1, 1992 shall be metered pursuant to California Government Code Section 520 et. seq. In addition, all existing customers whose water rate structure was previously determined by their use of the premises and who were converted pursuant to Section 4.01 of this Ordinance to

the AWWA (Exhibit B) Service Line Size Water Rate Structure by those amendments to this Ordinance effective December 26, 2018 shall have a District standard water service box and meter installed according to California State mandate as a condition of continued water service by the District. The service connection and water service box, whether located on public property or on an easement within private property, is the property of the District and the District reserves the right to repair, replace and maintain it, including but not limited to removing it upon discontinuance of service.

**3.07.2 Service Connections and Charges.** The District will furnish and install a water service of the size determined appropriate by the District pursuant to Section 3.02.2 of this ordinance and at such location as approved by District. The service will be installed from the water distribution main to within 2 feet of the property line which may abut the street, on other thoroughfares, or on District rights-of-way or easements. Connection/capacity fees and miscellaneous water service installation charges for new services are payable in advance of the service being connected and activated.

**3.07.3 Meter Installations.** Only District employees or approved contractors are permitted to install a service connection from the District's main to the customer's premises. Meters on new service connections will be installed at the customer property line or within the District easement, and shall be owned by the District and installed and removed at its expense after payment of the charges established therefore. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on a customer's premises. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by District employees.

**3.07.4 Change in Location of Meters.** Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense unless improvements made by the customer have caused the need for relocation. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, the customer may be required to pay for and install a new service at the desired location.

**3.07.5 Angle Meter Stop.** Every service connection installed shall be equipped with an angle meter stop for exclusive use by the District. If the stop is damaged by the customer, replacement shall be at the customer's expense.

### **3.08 Temporary Water Service Connections**

**3.08.1 Duration of Service.** Temporary service connections shall be disconnected within six (6) months of installation unless an extension of time is granted in writing by the District.

**3.08.2 Deposit.** The applicant shall deposit in advance the estimated cost of installing and removing the equipment required to furnish said service exclusive of the cost of re-usable material. Upon discontinuance of service, the actual cost shall be determined, and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant shall pay, in advance, the applicable deposits and Fire Hydrant Rental Fee detailed in Policy 1060, Miscellaneous Fee Schedule and pay for water used at the per gallon rate once the meter is returned.

**3.08.3 Rates.** The rates for temporary service shall be based on the costs incurred by the District in providing the temporary water service to the applicant. In addition, the costs of installation of temporary service connections shall be billed by the District to the property owner/customer on a time and materials basis.

**3.08.4 Installation and Operation.** All facilities necessary for temporary service to the

customer connection shall be installed by the District and shall be operated in accordance with its instructions.

**3.08.5 Responsibility for Meters and Installation.** The customer shall be responsible for damage to the meter and valve or to any other rented equipment of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the District that the customer is no longer in need of the temporary meter or meters and the installation. If the meter or other equipment are found damaged, the cost of making repairs shall be paid by the applicant for such temporary service.

## CHAPTER 4

### CLASSIFICATION OF USERS, CHARGES AND FEES

#### **4.01 Classification of Users**

The District hereby acknowledges user classifications (adopted March 8, 2004) existing prior to adoption of this ordinance, attached hereto as Exhibit A. Each user listed in Exhibit A has been assigned Household Equivalents according to the typical quantities of water volume used by type of occupancy, business or activity conducted on their property. The District hereby established a Service Line Size Water Rate Structure to be applied to all new construction initiated March 8, 2004 previous to this ordinance (refer to Exhibit B AWWA Standards).. The Service Line Size Water Rate Structure shall also apply to all existing customers at such time as there are additions or modifications to buildings or premises, changes to the type of business or occupancy which require the installation of a larger sized water service line than serving the property at the time of adoption of this ordinance. The purpose of the Service Line Size Water Rate Structure is to facilitate compliance with Article XIID of the California Constitution, to facilitate the regulation of water use, to provide an effective means of source water capacity estimations and to provide a basis for the establishment and levying of charges for services on an equitable basis to all users.

**4.01.1** The Service Line Size Water Rate Structure shall apply to all existing properties which, upon submission of a new water service application pursuant to section 5.03 of this ordinance or receipt of a building permit application from Siskiyou County, are required to install a larger sized water service line in accordance with District standards.

#### **4.02 Connection and Service Charges and Fees**

The District has established a schedule of service charges and other fees as detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy to charge customers for water service and to reimburse the District to for the costs incurred by the District in providing such water service, to insure an equitable recovery from customers of the District's cost of providing such service, to pay debt service, and to provide the capital reserve funds needed to provide for replacement and expansion of District water facilities. The District modifies Policy 1060, Miscellaneous Fee Schedule from time to time and such changes shall not require amendment of this Ordinance.

**4.02.1** Basis of Monthly Service Charges, Existing: The basis for the allocation of the cost of providing water service to existing customers shall be the household equivalent level for the business or occupancy listed in Exhibit A of this ordinance multiplied by the base monthly water Household Equivalent Charge as set forth in Board Policy 1060, Miscellaneous Fee Schedule.

**4.02.2** Basis of Monthly Service Charges, Service Line Size Water Rate Structure. The basis for the allocation of the cost of providing water service to all customers is the Service Line Size Water Rate Structure which assigns a number of Household Equivalents commensurate with the size of the service line installed on each Customer's premises pursuant to the AWWA Household Equivalency Table attached as Exhibit B of this ordinance, multiplied by the base monthly water Household Equivalent Charge as set forth in Policy 1060, Miscellaneous Fee Schedule. The minimum size of service line and meter shall be determined by the District pursuant to Section 3.02.2 of this Ordinance.

**4.02.3 Basis and Calculation of Total Connection/Capacity Fee.** The Connection/Capacity Fee is based on the capital cost of capacity and represents a reimbursement to the District's rate payers for providing available capacity to future users of the water system. By paying this fee new customers have participated equally with existing rate payers in sharing the capital cost of water system capacity. The basis for computation of the Connection/Capacity Fee is the number of Household Equivalents assigned to the service line size of a Customer's premises as specified in Exhibit B of this ordinance multiplied by the Connection/Capacity Fee for a single Household Equivalent detailed in Board Policy 1060, Miscellaneous Fee Schedule. The Connection/Capacity Fee for a single Household Equivalent is computed based on an analysis of the capital cost of capacity of the District's Water System, as updated from time to time.

**4.02.3.1** In addition to the Connection/Capacity Fee detailed in 4.02.2, the Applicant whose property is not served by a previously installed public water service and water service box will be charged the actual cost of labor and materials used in installing the public water service, service box, meter and related appurtenances to District standards.

**4.02.3.2** In addition to the Connection/Capacity Fee detailed in 4.02.2, the Applicant whose property is served by a previously installed public water service and meter box will be charged the actual cost of labor and materials used in installing the meter and related appurtenances to District standards.

**4.02.3.3** In the event that a Customer submit a service application for an increased water service connection size, or a change in use in the property requires the District to install an increased service line size, the Customer's Household Equivalent level shall be increased to reflect the larger service line size. Thereafter such Customer will be required to pay the difference between the Connection/Capacity Fee associated with the larger service line size to be installed, less the Connection/Capacity Fee previously paid for the existing service line size on such premises. In addition, the applicant shall be charged the actual cost of labor and materials incurred by the District in installing the larger meter and related appurtenances to District standards.

Likewise, should a Customer submit a service application for a decreased water service connection size, or a change in use in the property requires the District to install a reduced service line size, the Customer's Household Equivalent level shall be reduced to reflect the smaller service line size. No refunds of previously paid Connection/Capacity Fees will be made by District in the event of decreased water service connection size, since the Customer has previously used the capacity for which such fee was paid. In addition, the applicant shall be charged the actual cost of labor and materials incurred by the District in installing the smaller meter and related appurtenances to District standards.

**4.02.4** If a customer wants an additional water service connection installed on their property they will be required to pay the Connection/Capacity Fee for the additional service line size installed.

### **4.03 Other Charges and Fees**

#### **4.03.1 Metered Services.**

**4.03.1.1 Meter Reading.** Meters may be read for District recordkeeping and/or billing purposes.

**4.03.2** The District may, at any time, establish a schedule of charges and fees to pay for the costs of other services provided to insure an equitable recovery of the District's cost of providing water service. Such fees and charges, if adopted, are detailed in Policy 1060, Miscellaneous Fee Schedule of Board Policy and may include, among others:

- a. Application Fees. The cost of administration, engineering, inspection or other related or required costs to process permit application.
- b. Appeal Fees. The cost of administration, engineering, legal or other related costs to process appeals.
- c. Fees for backflow valve testing and backflow/cross-connection program administration.

#### **4.04 Standby Assessments**

Standby Assessments are levied to permit the District to recover the cost of maintaining water system capacity in a readiness-to-serve status for the benefit of unimproved parcels of land.

**4.04.1** The Standby charges shall be levied on each parcel located in a subdivision approved by the County of Siskiyou until such time as each such parcel is physically connected to the District's Water System. The current amount of the Standby Charge is detailed in Policy 1060, Miscellaneous Fee Schedule.

#### **4.05 Industrial Use Classification**

*All customers included in the Industrial user classification category will be subject to the Rules and regulations set forth in the McCloud Community Services District Ordinances and Policies. Including Water Bottling, Beverage Companies, corporations, LLC's, Franchises, Etc.*

#### **4.06 Interruptions in Service**

*The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District. In addition, as a condition precedent to water service, the District reserves the right to make temporary emergency shutdowns without liability to make improvements or repairs. Whenever possible, all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage, pressure increase or loss, insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war, or any other cause not within its control.*

*In the event of a water shortage, MCSD Residential and Commercial business customers will have priority to water usage to ensure their domestic use and fire suppression needs are met.*

*Industrial users water supply may be reduced for several reasons.*

- a. *State Mandated reductions: If a Federal, state, or Local authority requires the District to reduce water diversions, said reduction shall apply to all classifications of users.*
- b. *Drought: The Industrial users shall be subject to the MCSD's water contingency plan in effect at the time of the drought.*

- c. *Force Majeure: a force majeure event (e.g., war, strike, riot, crime, hurricane, extreme drought, flooding, earthquake, volcanic eruption, fire, etc.) would constitute reason enough to shut off, restrict or reduce water use by the Industrial user classification for the term of the Force Majeure event at the discretion of the General Manager or his designee. During a Force Majeure event the MCSD will immediately inform the industrial users of the event and will to the extent practical take actions to minimize the impacts of the force Majeure event on the industrial users. After notification, the industrial users will meet with the General Manager and agree on the appropriate course of action to address the event.*
- d. *Repairs and Maintenance: the MCSD may temporarily suspend water deliveries to perform maintenance, repairs, or improvements to its water delivery system. The MCSD will attempt to give prior notice of any such planned suspensions. If any planned suspensions will exceed (5) five days, the MCSD and Company will meet and agree on a plan to allow for the work to be performed, while also minimally impacting the industrial users projected production of material goods.*

**4.07 Indemnification and Insurance.**

*Industrial users of the MCSD water delivery system will hold the McCloud Community Services District, its board members, employees, residents, successors, assigns, directors, subsidiaries, officers, constituents and agents- harmless from and against any monetary or production losses, damage, liability also to include attorney's fees incurred as a result of any claim, suit, or judgement brought by or in favor of any person or persons for damage, loss or expense due to but not limited to bodily injury, including death resulting therefrom, and property damage sustained by such a person or persons which arises out of, is related to or attributable to this Ordinance or services rendered herein, the California Environmental Quality act, Industrial users operations, use or occupancy of its industrial facilities, or acts or omissions of its industrial company, its agents, contractors or employees hired by the company to perform work at the facility. The terms of this paragraph shall survive expiration or termination of this ordinance. The MCSD may cooperate with the industrial users but shall not be responsible to fund any such defense or be responsible to pay any award of damages, loss, liability, expense, or attorney fees.*

**4.08 Industrial Water Connections**

*Whenever, in the District's opinion, a connection serving an industrial user is consuming water quantities in excess of the amounts approved in the owner's service application or that should normally be used by the industrial user, whether from water waste, leakage or other causes, then such excessive water use shall be remedied, controlled and eliminated by the industrial use water entity upon demand of the District, and for that purpose, the District may take any steps reasonably designed in its opinion to pay for, remedy, control and eliminate such excess water use from the District water system, including but not limited to:*

- a. *Imposition of a surcharge, including progressive surcharges, on such excessive use.*



- b. *Requirement of the entity to conduct a water leak audit or other study to determine the causes, and to adopt and implement a plan to remedy or eliminate such excess usage.*
- c. *Require the submission of a new service application and installation of a larger service line and meter size at the expense of the customer, including payment of the increased connection charge amount associated with such larger service line, less the connection charge previously paid by the owner.*
- d. *At the sole discretion of the MCSD the number of Industrial Connections and use may be limited to a first come first served basis due to supply and demand.*
- e. *Termination of service.*

**4.09 All Industrial Connections Will be Metered.**

*Appropriately sized meters and meter boxes and backflow prevention devices will be installed at the applicant's expense. Construction and inspection of building water systems and private water services shall be in accordance with the District Standard Specifications and Standard Details. The service will be installed from the water distribution main to within 2 feet of the property line which may abut the street, on other thoroughfares, or on District rights-of-way or easements. Connection/capacity fees and miscellaneous water service installation charges for new services are payable in advance of the service being connected and activated.*

*The service connection and water service box, whether located on public property or on an easement within private property, is the property of the District and the District reserves the right to repair, replace and maintain it, including but not limited to removing it upon discontinuance of service.*

**4.09.1 Installation and Ownership of Extension of Facilities.**

*The applicant shall have the facilities constructed and installed by an experienced, competent contractor approved by the District at the applicant's sole expense. The District reserves the right to construct, with its own personnel or by contract, at cost to the applicant, taps or connections to existing pipes and any other complex or difficult construction which may be crucial to proper operation and function of District facilities, in the opinion of the District. Upon completion, final inspection, and acceptance in writing by the District, the newly constructed water facilities shall be dedicated in writing to the District and thereafter, upon written acceptance by District, owned and operated by the District as part of its water system. All fire hydrants installed on the District water system shall be constructed to District specifications and dedicated to the District upon completion of installation and written acceptance by the District. All such water system facilities shall be installed in easements or rights of way dedicated to and accepted by the District.*

**4.09.2 Inspection of Industrial Water Service Installation.**

*The industrial water service shall be inspected by the District from a point within three (3) feet of the structure or foundation to the point of connection to the public water service. No backfill shall be placed over any portion of the service connection or private lateral until the work has been inspected. Any excavation on public rights of way shall be*

*done only after permission has been received from the authority having jurisdiction thereof. Any installation not approved by the District shall be redone or replaced at the expense of the applicant.*

**4.10 Meter Reading.**

*Meters will be read and recorded monthly or as needed by MCSD staff for monitoring and billing purposes. A meter reading charge will be established in policy 1060. Also see section 2.15 of this Ordinance -Tampering with District Property, section 2.19 Damage to Meters and section 2.12 Obstructions of Hydrant or Meter Box.*

**4.11 NO Metered Banking of unused water.**

*The gallons allowed per HE, cannot be rolled over to the next month, at the beginning first day of every month the meter will start recording at the tier one base rate regardless of the last months metered water usage. If the industrial user is unable to utilize its maximum gallons per HE in any tiered metered rate the industrial user will not be allowed to use more during the next month to “make up” the amount of water not previously used from the previous monthly billing period (s).*

**4.12 Additional Metered Domestic Supply Required.**

*Industrial users may be required to install a separate connection for their domestic water supply that serves their kitchens, bathrooms, breakrooms, irrigation systems. This would apply to water bottling and beverage companies that have a water supply for the intensive purposes of manufacturing bottled water and or beverages. Industrial companies required to have an additional domestic supply will be billed separately for this service.*

*The AWWA standards in exhibit B will apply to this domestic water supply. As well as all applicable connection capacity fees and gallons allowable per HE identified in Policy 1060.*

**4.13 Industrial Water Service Supply Line and HE’s Factors.**

*This industrial supply line is the main service line that provides the water directly to the industrial company for its industrial use. This supply will be metered. The industrial main supply line can range from (3/4”) up to a maximum of (?”) ? inches in diameter. The AWWA line sizing standards found in exhibit B will establish the HE’s assigned to this line size. All connection and capacity fees will apply at their current rates at the time of connection.*

*The HE’s base rate for the monthly charges will allow for XXX # of gallons allowed per HE identified in the MCSD Policy 1060, and will be billed at a monthly tiered rate based on xxx # of gallons exceeding the tiers specified.*

**4.14 Bulk Water and Tankers.**

*Any bulk water filled through an industrial connection in containers with a capacity larger than 200 gallons, bladders, tankers, totes, etc. will be billed the highest amount for potable water per gallon as described in MCSD policy 1060 regardless of its intended use.*

**4.15 No prescriptive rights.**

*Industrial users, by using, purchasing, or accepting water through the MCSD water transmission system shall not obtain or acquire any water right against the district by prescription, appropriation, or dedication. It is specifically understood and agreed by the industrial users that the exercise of this Ordinance and the production and delivery of water is permissive and for the benefit of and not adverse to the interests of the MCSD and will not result in forfeiture or abandonment of any of the MCSD's rights.*

**4.16 Access.**

*District personnel shall have the right of access any premises that are served water from the districts water system, to determine whether there is compliance or noncompliance with this ordinance. See section 2.11.*

*It is understood that water bottling or beverage companies may be inclined to view inspect or sample the springs at the source or in other locations related to the distribution system or springs sources. In the event the industrial user has such an interest the user will provide reasonable advanced notice to the MCSD and will be accompanied by MCSD management or managements designee.*

*Staff time will be charged to the industrial user. If this request requires any district equipment to provide access, all applicable equipment and staff time will be charged to the industrial user per MCSD policy 1060 Miscellaneous fee schedule.*

**4.17 Limited guarantee.**

*All industrial users understand and agree that the MCSD makes no guarantee concerning the quality, quantity, continuance of availability or suitability for any particular purpose of water that may be supplied to the Industrial User Classification. By purchasing water from the MCSD the users understand that the water distribution system will be maintained, operated, and monitored for water quality standards to meet the State and Federal guidelines for municipal water systems. Currently our water distribution and collection system is several years old and will be replaced as needed and when afforded by the district.*

**4.18 Contract required.**

*Industrial user classifications that require a contract for services that operate outside of the parameters stated in this ordinance are:*

- a. Those that require, an industrial water supply line larger than six inches (?").*
- b. Metered usage rates that exceed X.XX million gallons a month.*
- c. Any amount of water that exceeds the per HE max allowable water usage. Or the total monthly allowable million gallons per industrial user identified in policy 1060- industrial users.*
- d. Water exclusive to one of the three springs transmission lines Upper Elk, Lower Elk, or Intake springs.*
- e. Any industrial user, Water Bottling, or beverage Company that seeks set rates or usage for more than a year term not affected by changes made to MCSD rates established in policy 1060 for all users of said classification...*

## CHAPTER 5

### BILLING POLICY, ADMINISTRATION, COLLECTION AND DISPUTES

#### **5.01 Service Connections**

**5.01.1 Application for Service.** Each person applying for a service connection must complete an application in a manner and on a form prescribed by the District prior to making connection. Such application shall signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to water service. The applicant shall submit a copy of the plot plan required by the Siskiyou County Building Department or other plans and specifications, and proposed water consumption estimations as required by the District.

**5.01.2. Payment of Connection and Capacity Fees.** The District shall determine the amount of service Connection and Capacity Fees payable in accordance with the provisions of this ordinance using rates in effect at the time of physical connection of the property owner/customer's premises to the District's Water System.

- a. All such fees must be paid before a service connection will be allowed.
- b. Regular service charges shall commence ninety (90) days from the date of application for the water service connection or the date of inspection and approval of the water service connection, whichever occurs first. A time extension request may be filed with the District if conditions beyond the control of the applicant prohibit timely completion of the connection to the water system.
- c. If water service has not commenced within six (6) months of application for service, water service charges shall nevertheless commence and be payable after the expiration of such six (6) month period.

#### **5.02 Unauthorized Service Connections**

Construction of a service connection prior to making application and paying all charges in accordance with this ordinance is not permitted. Any person doing so is guilty of a misdemeanor pursuant to Section 7.01 of this Ordinance. An unauthorized water connection, when discovered by the District, will require payment in an amount equal to the avoided user charges in effect during the period of time since such unauthorized service connection was made, plus an amount of liquidated damages in the same amount of the avoided user charges during the period of time the unauthorized service connection was in effect, plus payment of applicable connection/capacity fees, service call charges and administrative charges incurred in the enforcement of this section. Such unauthorized connections will be disconnected by District until full payment of all avoided user charges and liquidated damages required by this ordinance are deposited with the District.

### **5.03 Change of Use**

Customers shall notify the District not less than five (5) working days prior to commencement of any work, additions or modifications to buildings or premises, or changes to the type of business or occupancy, which would affect the volume of water used on the premises and result in the need for a larger or smaller water service line pursuant to AWWA standards. The District will assist the customer in determining if a different size water service line is required. A new water service application is required to modify the size of any water service line.

- a. If the change in service line size results in a higher or lower Household Equivalent level, then a commensurate change shall be made in the monthly service charge for the account. Lowering or raising of the monthly service charge shall commence upon the date of District installation of the modified service line size serving the premises.
- b. If the change of service line size results in a higher Household Equivalent assignment, then additional capacity/connection fees shall be paid by Customer for the additional capacity accessed through the installation of a larger service line size. A change of service to a smaller line size will not result in a refund of connection/capacity fees paid in the past for the initial larger service connection. Additional capacity/connection fees, if required, are due and payable at the time of filing of the new service application.
- c. Failure to report a change of use which results in water usage through the water service connection in excess of the AWWA service line capacity standard, when discovered by the District, shall require payment by Customer equal to the avoided user charges in effect during the period of time between the last recorded inspection by the District of the Customer's water connection and the date of discovery of the unauthorized change in use by the District, plus an identical amount of avoided user charges which will be assessed as liquidated damages. In addition, payment by Customer of an additional capacity/connection fee in effect at the time of discovery for the additional line size required to service the Customer's property will be required as a condition of future water service. Service call charges and administrative charges incurred in the enforcement of this section shall become due and payable immediately upon discovery by the District. From and after the date of discovery, the amount of such avoided user charges and liquidated damages, together with any additional connection/capacity charges payable pursuant to this section shall be added to and become a part of the regular service charge and billing owed by the customer. Failure by the Customer to pay such service charges, additional connection/capacity fees and liquidated damages when due will result in discontinuance of service pursuant to Section 6 of this Ordinance.
- d. Premises with unauthorized changes in usage may be disconnected by District until such payments and any applicable penalties and interest required by this ordinance are deposited with the District by Customer.
- e. Notwithstanding the provisions of this section, the Board of Directors shall have the right to waive or reduce the penalties and provisions herein in public session at a regularly scheduled Board meeting upon recommendation of the District General Manager or upon appeal by the Customer.

## **5.04 Liability for Payment and Security Deposits**

**5.04.1 Person Liable for Charges and Fees.** The property owner shall in all cases be liable for charges and fees for services rendered to the premises.

**5.04.2 Security Deposits.** A security deposit equal to three (3) months user charges may be required if a customer has been chronically delinquent in the payment of charges and/or fees in any of the prior twelve (12) months. Deposits will be held without interest. Deposits may be refunded only after all charges and fees have been paid and such deposits may be applied to any unpaid charges or fees upon termination of service. Deposits may be held for up to (12) twelve months.

**5.04.3 Returned Checks/Payments.** A per occurrence charge shall be paid for each check or ACH payments tendered as a payment to the District that is not honored by the bank, in addition to any fees charged to the District by its bank. The current charge for checks/*ACH* payments returned due to insufficient funds is detailed in Board Policy 1060, Miscellaneous Fee Schedule.

**5.04.4 Miscellaneous Charges.** There may be other charges levied to provide services or service associated cost reimbursement to the District which are not specified in this ordinance. When such additional fees or charges are from time to time approved by the Board of Directors and detailed in Board Policy 1060 Miscellaneous Fee Schedule, property owner/customers are liable for prompt payment of all such charges, and any delinquency in the payment of such charges shall be subject to all of the District remedies specified in Section 5.06 of this Ordinance.

## **5.05 Service or User Charges**

**5.05.1 Billing Interval.** Charges for water service are due and payable upon receipt of the monthly invoice and shall become delinquent if unpaid by the twenty fifth day of the month following the date of the invoice.

## **5.06 Collection of Delinquent Accounts**

**5.06.1 Penalties for Delinquent Payment.** If an account has not been paid in full on or by the twenty-fifth day of the month following the date of the invoice, such account shall be considered delinquent, and a penalty assessed in the amount of 10% of the amount due. Thereafter in the amount of 1% per month of the total delinquent balance plus the basic 10% penalty for each month beyond the date of the Second Notice will be issued and penalties shall be applied to the account remains delinquent. All delinquent amounts and penalties shall continue to bear interest at the rate of 1.5% per month until paid.

**5.06.2 Collection by Recordation of Lien Against Property.** The Board of Directors may recover any water service charges, penalties and interest which are delinquent for a period of 60 days by recording in the office of the County Recorder of Siskiyou County a Notice of Lien for unpaid delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees. Said Notice of Lien shall declare the amount of the delinquent charges, penalties, interest, and related charges due, and the name and last address of the person liable for such delinquent charges, penalties, and interest. Pursuant to Government Code section 61115 (c) from the time of recordation of such Notice of Lien, the amount of such delinquent water service charges, penalties, interest, lien administration charges and applicable Recorder's

fees shall constitute a lien against the lot or parcel of land against which the charge is imposed and all other property within Siskiyou County owned by the property owner of the parcel upon which the water service charges are delinquent. The District will record a Notice of Release or Discharge of Lien upon the payment by the property owner of all delinquent charges, penalties, interest, lien administration charges and applicable Recorder's fees within 30 days of receipt of payment for all such amounts due.

**5.06.3 Collection by Suit or Other Legal Action.** The Board of Directors is further authorized to institute and prosecute in the name of the District appropriate legal action for the collection of delinquent water charges, penalties, interest, lien administration charges and Recorder's fees against the property owner of the parcel upon which the water service charges were levied. By application for and receipt of water services, all property owners/customers agree to be responsible for reimbursement to the District of all attorneys' fees and other legal costs incurred by the District in collecting any delinquent water service charges, penalties, interest and related costs from the property owner/customer through such legal action. In the event the District recovers a court judgment ordering the property owner/customer to pay all delinquent debt service charges, penalties, interest, and related costs, together with attorney's fees and legal costs, and the property owner/customer fails to pay such judgment, the District will amend its Notice of Lien recorded pursuant to section 5.06.2 of this Ordinance to include the amount of attorney's fees and legal costs ordered by the court to be reimbursed by the property owner/customer to the District.

**5.06.4 Discontinuation of Service.** Water service may be disconnected for nonpayment of water service bills in the time and manner specified in Section 6 of this Ordinance.

**5.06.5 Collection of Delinquent Charges on Tax Roll.** For any water charges which have been delinquent for sixty (60) days, the District shall provide that any delinquent charges, penalties, and interest may be collected on the property tax roll in the same manner as property taxes. On or about June 1 of each year, the General Manager shall prepare and file a written report with the District Board of Directors that describes each parcel of real property and the amount of delinquent charges, penalties, and interest for each affected parcel for the year pursuant to Government Code Section 61115(b). The General Manager shall give notice of the filing of the report and of the time and place for a public hearing before the Board of Directors by publishing a notice of hearing pursuant to Section 6066 in a newspaper of general circulation, and by mailing the notice to the property 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 delinquent charges, penalties and interest, and determine to collect such delinquent charges, penalties and interest upon the County Property Tax Roll for each affected parcel of property for the ensuing fiscal year. The Board of Directors shall make its determination on each affected parcel by resolution and its determination shall be final.

On or before August 10 of each year following such determination by resolution of the Board of Directors, the General Manager shall thereafter file with the County Auditor a copy of the report filed with the Board of Directors and the resolution adopted by the Board of Directors at such public hearing, and request that the delinquent charges, penalties and interest be added to and collected with property tax on each affected parcel of property described in the written report and resolution at the same time and in the same manner as property taxes are collected by the County Auditor. Government Code section 61115(b) directs the County auditor to place such delinquent charges, penalties and interest on the tax bills for each affected parcel of real

property listed in the District report and resolution and collect the charges and penalties in the same manner as property taxes for the fiscal year in which such District report and resolution are filed with the County Auditor.

**5.06.6 Alternative Method of Collection.** If the bill is not paid when due, water service may be discontinued pursuant to Section 6 of this Ordinance. In addition, the rates for water service may be collected on the same bill with the rates for other services provided by the District. Failure to timely pay applicable rates for water service provided by the District to the Customer may also result in the discontinuance of any and all services such as sewer services and refuse collection services provided by the District pursuant to the provisions of Government Code section 61115(a)(3).

**5.06.7 Remedies are Cumulative.** Each and all of the remedies for the collection and enforcement of delinquent water service rates, penalties, interest and related charges listed in this section 5.06 are cumulative and the District may pursue any or all of such remedies alternatively or consecutively as authorized by Government Code section 61115 (e).

**5.06.8 Refund of Credit Balance.** If the rate payer pays their monthly fees in advance and subsequently no longer maintains ownership of the property in McCloud Community Services District, then a full refund check of the credit balance will be issued to the prior owner/estate.



## CHAPTER 6

### DISCONTINUANCE OF SERVICE

#### **6.01 Discontinuance of Service for Delinquent Bills**

Service may be discontinued for nonpayment of bills as soon as they become delinquent as specified herein. Monthly bills are generated the last business day of the month (i.e., January fees post to an account on January 31 for services provided in January). Current charges are due and payable upon receipt of the invoice and are considered delinquent if not received by 5:00 p.m. the 25th of the following month. If the 25th falls on a weekend or holiday, payment must be received by 5:00 p.m. the next regular business day. If payment is not received by the 25th of the month (or next regular business day if the 25th falls on a holiday or weekend), a Second Notice will be issued, and penalties shall be applied to the account. The Second Notice payment must be received within fifteen (15) days after the date of mailing of the Second Notice to the customer or owner. If full payment is not received within 15 days of the day of mailing, a Disconnect Notice will be issued. Payment of the Disconnect Notice must be received within ten (10) days after the date of mailing. If payment is not received by the end of the business hours on the due date, service shall be scheduled for disconnection within 48 hours. However, services will not be discontinued on a Friday, weekend, holiday, or day preceding a holiday.

The failure of the District to send, or any person to receive such notice shall not affect the District's power to discontinue services pursuant to this ordinance. Reconnection will be made by District only upon complete payment of all delinquent service charges and penalties, interest, reimbursement to District of its actual costs of disconnecting and reconnecting District's water system to the premises, payment of all applicable disconnection and reconnection fees specified in this Ordinance per policy 3425 - Customer Water Shut Off.

##### *6.02.1 Out of service area agreements.*

*When a water main extension, service line or supplemental fire connection service is no longer requested or paid for it will be physically disconnected by MCSD Staff. Reconnection fees and a new contract agreement for service will apply.*

#### **6.02 Charges a Debt**

Failure to receive a bill does not relieve the customer or property owner of liability for payment of the water service charges specified in said bill. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount thereof. In addition, such debt is subject to the collection procedures consisting of a lien on the property of the customer or owner and collection of the delinquent amounts on the property tax rolls as specified in Section 5.06 of this ordinance.

#### **6.03 Reconnection Charge**

A current reconnection charge plus all fees, charges and penalties specified in section 6.1 will be assessed and collected prior to renewing service following a discontinuance per Policy 1060 - Miscellaneous Fee Schedule for charges.

#### **6.04 Unsafe Apparatus**

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

#### **6.05 Cross-Connection**

Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance. This section shall agree and conform to Section 1.02, Subsection 15 of this Ordinance.

#### **6.06 Fraud or Abuse**

Service may be discontinued or removed, including the removal of unapproved connections or unauthorized facilities, and penalties imposed, if necessary, to protect the District against fraud or abuse.

- a. Fraud or abuse is the act of any person to commit, authorize, solicit, aid, abet or attempt any of the following acts:
  1. Divert or cause to be diverted water service by any means.
  2. Make or cause to be made any connection or reconnection to the District's water system without the authorization or consent of the District. As used in this section "water system" means all property owned by the District for the transmission, collection, storage or treatment of water.
  3. Tampering with or otherwise interfere with any water meter or other water flow measurement device so as to prevent the accurate measurement of water use.
  4. Use or receive the benefit of water from the District with knowledge or reason to believe that the use or receipt of such water is unauthorized by the District.
  5. Tampering with any property owned or used by the District to provide water service.
  6. Providing water through a service connection to another premises or parcel of property that does not have its own service connection, or for which an application for service connection has not been filed with the District.
- b. A violation exists if, on premises owned or controlled by the Customer or any person using or receiving the direct benefit of the water service, there is either of the following:
  1. Any instrument, apparatus or device designed to be used to obtain service without paying the full lawful charge therefor.
  2. Any meter that is altered, tampered with or bypassed so as to cause no measurement or inaccurate measurement of water service.
  3. Any person who is determined by District staff to have committed

fraud or abuse as defined herein shall be billed by the District for the damage to the property owned or used by the District to provide service, the actual cost to remove and reinstall District facilities, for loss of water, plus a penalty of \$300 per infraction. A separate infraction will be found for each day such fraud or abuse is determined by District to have continued.

- c. Upon approval by the Board of Directors, the District may bring a civil action pursuant to Section 1882.1 of the California Civil Code to recover up to three times the actual damages suffered by the District, plus its costs of suit and reasonable attorneys' fees, for each violation of the provisions of this section.
- d. The remedies set forth in this section shall be in addition to all other remedies, civil and criminal, available to the District for violation of the provisions of this section or for any ordinance, resolution, rule or regulation of the District, or any provision of Federal, State or local law.

#### **6.07 Non-Compliance with Regulations**

Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service. The Customer will be notified of the District's intention to discontinue service for noncompliance, with an explanation of the violation or infraction committed. There will be a reasonable opportunity given to comply before actions to discontinue water service will be taken by the District. However, no such notice to afford an opportunity to comply need be given to a Customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connection deficiencies, and water system or facility damage.

#### **6.08 Use of Water Without Application**

Service may be discontinued in all cases in which a person is determined by District to have used water from the District's water system without having made application to the District therefore, or without having a separate service connection installed by District to provide water to that person's premises, or without having paid all applicable connection charges and service and meter installation charges.

#### **6.09 Upon Vacating Premises**

If a tenant of a property is desiring to discontinue service should so notify the district two (2) days prior to vacating the premises. When discontinuance of service is ordered by a tenant, the owner of the property shall be liable for charges whether or not any water is used.

## CHAPTER 7

### ENFORCEMENT

#### **7.01 Penalty for Violations of Ordinance**

Any violation of this Ordinance shall be a misdemeanor and shall be punishable by imprisonment in the County Jail for a period not to exceed 6 months, or by fine, not exceeding \$1000, or by both. Every day of violation of this Ordinance continues shall constitute a separate offense. The attorney of the District, upon order of the District's Board of Directors, shall request the District Attorney of Siskiyou County to file an action in the Superior Court to confirm that the provisions of this Ordinance have been violated, to find that a misdemeanor and/or Civil offense has occurred, and to impose such penalties, fines, and reimbursement to the District of its attorney's fees and legal costs as provided by law and the provisions of this Ordinance. Any property owner/customer found to be violating any provision of this or any other ordinance, rule, or regulation of the District, shall be served by the District with written notice stating the nature of the violation and, if applicable, providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

##### **7.01.1 Discontinuation of Service for Violation.**

- a. As a means of enforcement of the provisions of this ordinance, or any other rule or regulation of the District, the District shall have the right to assess all such penalties as may be permitted by law and/or discontinue water service or any other utility services provided by the District to the property owner/customer as detailed in Section 6 of this Ordinance. However, no such notice to afford an opportunity to comply need to be given to a property owner/customer in those instances in which the noncompliance may cause conditions dangerous or detrimental to public health, safety and welfare, or are in violation of state law. These violations include, but are not limited to, trespass, assault, water theft, cross connections and water system facility damaged.
- b. Water service and any other discontinued utility services shall not be supplied to such property owner/customer until he or she shall have complied with the ordinance provision, rule, regulation, rate or charge order which has been violated to the satisfaction of the District. Reconnection shall be made only upon prior payment of charges, penalties and interest due, plus the disconnection and/or reconnection fee as detailed in the Policy 1060, Miscellaneous Fee Schedule and possible payment of a security deposit in the discretion of the District.

**7.01.2 Relief on Application.** When any property owner/customer is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his premises due to special circumstances, such property owner/customer may make written application to the Board of Directors, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of such provisions as applied to the premises of such property owner/customer. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances cited.

**7.01.3 Relief on Own Motion.** The Board of Directors may, on its own motion, find that, by reason of special circumstances, any provision of this ordinance should be suspended or modified as applied to particular premises, and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances.

**7.01.4 Board Rulings Final.** All rulings of the Board of Directors on relief or from or suspension of provisions of this ordinance with respect to a particular ordinance provision shall be final and not subject to appeal.

## **7.02 Falsifying of Information**

Any person who knowingly makes any false statement or representation to District personnel, or submits a false record, report, plan or other document with the District, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance, is guilty of a violation of this Ordinance and subject to the enforcement penalties provided in section 5.06 hereof including misdemeanor criminal proceedings, disconnection of water and other utility services, payment of all applicable District fees and charges, and reimbursement of all attorney's fees and legal costs incurred by the District arising out of such conduct.

## CHAPTER 8

### ABATEMENT

#### **8.01 Abatement**

Habitation of premises which have been disconnected from the District's water system or have never been connected to such system, constitutes a public nuisance and the District may take whatever steps are necessary to abate the nuisance including legal action. In such event, and as a condition of connection or re-connection, there shall be paid to the District reasonable attorney's fees and costs of suit arising in said action.

#### **8.02 Damage to Facilities**

When misuse of the public or a private water system causes an obstruction, damage, or any other impairment to District facilities, the District may assess a charge against the property owner/customer for the work required to clean or repair the facility and add such charge to the property owner/customer's water service charges. If such charges become delinquent, the District shall be entitled to utilize all remedies for collection of such delinquent charges specified in section 5.06 of this Ordinance.

## CHAPTER 9

### MANDATORY HOOK-UP AND ABATEMENT OF PUBLIC NUISANCE

#### **9.01 Mandatory Connection to Water System**

From and after the effective date of this Ordinance, except as hereinafter provided, every building in which plumbing fixtures are installed and every premises having water piping thereon shall be connected to the public water, if available.

#### **9.02 Availability of Public System**

**9.02.1 Public Water Available.** The public water shall be considered as available when such public water is located within one thousand feet (1000) from the property boundary on which development exists, is proposed to occur, the proposed building or exterior piping facility.

**9.02.2 Public Water Not Available.** When no public water, intended to serve any lot or premises, is available as described in 9.02.1 above, water piping from any building or works proposed thereon shall be connected to an approved private well under the jurisdiction of the Siskiyou County Public Health Department.

**9.02.3 Subdivisions.** Within the limits prescribed by Section 9.02.1 above, the rearrangement or subdivision into smaller parcels of a lot to which public water is available shall not be deemed cause to permit construction of a private well system, and all plumbing or water piping systems on any such smaller parcel or parcels shall connect to the public water.

#### **9.03 Mandatory Connection to New or Renovated Public Water System**

**9.03.1 Time Limits.** Subject to the provisions of Section 9.02.1, all buildings containing plumbing fixtures shall connect to the public water within two (2) years of completion of any water system renovation project serving such properties. Owners of all housing, buildings, or properties situated within the District and served by such water system renovation project are hereby required, at their expense, to install suitable plumbing and to connect such facilities directly with the public water in accordance with the provisions of this ordinance.

**9.03.2 Connection Required in Advance of Time Limits.** The District may require that the connection to the new water system be completed in advance of the two year time limit described in 9.03.1 above in the event that connection of the majority of properties in a geographic area are completed, chronic failure of the original system is encountered in the area or the alignment of the original water system causes connection difficulty for properties in the area and must be prematurely abandoned.

**9.03.3 Notification to Proceed with Connection.** The District shall notify all owners by mail of the date of completion of water system renovation or extension project serving their property. Such notice shall state the date of completion of the water system renovation project and the deadline for connection to the new system in compliance with this ordinance. Failure to receive such notice shall not relieve any owner of the obligation to comply with connection requirements or any other provision of this ordinance.

**9.04 Mandatory Connection to the Water System by District at Owner's Expense**

If an owner fails to comply with the connection requirements of Section 9.03 above, District personnel shall report that fact and the evidence in support thereof to the Board of Directors. The Board of Directors may give written notice to the owner and occupants of such dwelling or building that the Board of Directors will, not less than ten (10) days after the giving of such notice, hold a public hearing for the purpose of issuing a Mandatory Connection Order. Notice of such hearing shall be given by mailing to the address of the owner as shown on the County Assessment roll, and to the occupants by hand delivery to an adult person residing on the premises, or by posting at the entry or other conspicuous place on the premises. Any person interested may appear at said hearing and be heard on the matter. If the Board of Directors finds, at the conclusion of said hearing that such connection has not been completed in compliance with this ordinance, the Board of Directors may order the owner of said premises to connect such dwelling, together with all toilets, sinks and other plumbing therein, to the District Water system, within a time to be specified by the Board of Directors. Upon the failure to do so, the Board of Directors shall order that said work be done, by the District's own forces or by another person contracting with the District therefore. The District shall thereupon have a lien upon said property for all applicable connection and/or capacity fees and charges for construction and installation, and the District, shall thereafter have a lien upon said property for the work done and materials furnished, and such work and materials furnished shall be held to have been done and furnished at the insistence of the owner, and any persons claiming or having any interest in said real estate.

**9.05 Enforcement of Lien**

The liens provided for herein may be enforced in the same manner as those provided for in Title 15 (commencing with Section 3082), Part 4, Division 3 of the Civil Code, or in the alternative collected as provided in Section 5.06 herein, or by law for the collection of unpaid and delinquent charges.

**9.06 Placing Forced-Connection Costs on County Tax Rolls**

Alternatively to the enforcement of the lien as provided in Section 9.05 above, the Board of Directors may in such cases declare that the amount of the costs of such work and the administrative expenses incurred by the District, together with connection charges and other applicable charges, be transmitted to the County Assessor and Tax Collector, whereupon it shall be the duty of such officers to add the amount of the assessment to the next regular bill for taxes levied against the lot or parcel of land, pursuant to the provisions of Section 5.06 herein.

**9.07 Lien on Property When Owner Requests Connection**

Any owner may request the District to construct all necessary pipes and plumbing to connect his property to the District's water system. If the District does such work or has such work done, the District or the person doing such work at the request of the Board of Directors shall have a like lien upon the property.



## **CHAPTER 10**

### **SEVERABILITY**

If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance or the application of such provisions to other persons or other circumstances shall not be affected.

**CHAPTER 11**

**EFFECTIVE DATE**

This ordinance shall take effect and be in full force from and after 30 days after the date of its final passage if, before the expiration of fifteen (15) days after its final passage, (1) the text of this Ordinance as adopted by the Board of Directors is published one time in a newspaper of general circulation throughout the District; and (2) the text of this Ordinance shall be posted by the secretary in three (3) public places and for not less than thirty (30) days within the McCloud Community Services District.

A summary of said Ordinance was published in the Mt. Shasta Herald, a newspaper of local circulation on April 22, 2020 and posted on April 23, 2020 in three (3) locations throughout the community. The ordinance was then presented for a second reading and final adoption at the regular meeting of the Board of Directors of the McCloud Community Services District on April 27, 2020 and at said meeting, Director Raymond Zanni moved the adoption of said Ordinance, which motion was seconded by Director Christine Richey and upon roll call was carried by the following vote:

AYES:	DIRECTORS:	Hanson, Richey, Young, Zanni
NOES:	DIRECTORS:	Rorke
ABSENT:	DIRECTORS:	

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Catherine Young/President of the Board

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Teryl Smith/Secretary of the Board

**McCloud Community Services District  
Classification of Existing Users**

**Exhibit A, is used as a reference and is subject to change. To see most current classification of existing users refer to Policy 3040 - Classification of Users.**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
Single Family Residential		1	
Multi-family Residential		1	Per Dwelling Unit
Reginato's Mini-Mart	116 Broadway	1.5	Mini-Market, No Public Restroom, Deli No Seating Refrigeration w/Water
McCloud Market	117 Broadway	2	Food Market, No Public Restroom Refrigeration w/Water
DeBon Building	Broadway/Minnesota	2.5	Medical Clinic, 1 MD w/2 public restrooms Restaurant w/restrooms Gym w/1 restroom
TJR Industries, LLC	220 Broadway	1	Auto Repair Shop
American Legion	232 Broadway	1.5	Meeting Hall Area Commercial Kitchen Tavern, Cardroom, Etc. w/restrooms
Presbyterian Church	428 California	.5	Church, Kitchen Occasional Use
Franklin Storage	116 Campus Way	1	Warehouse
McCloud High School	133 Campus Way	3	School – No Cafeteria
Frontier Communications	228 E. Colombero Dr.	1	Office Building
Squaw Valley MoHo Park	616 E. Colombero Dr.	28.5	28 Mobile Home Spaces 2 RV Spaces
Ferraris Storage	Squaw Valley Road	1	Warehouse
Calvary Church	110 W. Colombero Dr.	.5	Church w/kitchen serving occasional public meals
St. Joseph's Church	213 W. Colombero Dr.	1.5	Church, Kitchen Occasional Use Residence
Stoneybrook Inn	309 W. Colombero Dr.	6	2 Kitchen Suite Rooms 1 Manager's Apartment 3 Apartments 13 Motel/B&B Units

**Ordinance 27 Exhibit A, Page 2**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
McCloud Guest House	604 W. Colombero Dr.	2.3	4 B&B Rooms Apartment
Taylor Storage	130 E. Colombero Dr.	0	Warehouse, No office or Restrooms
McCloud Elementary	332 Hamilton Way	4	School-With Cafeteria
Dance Country RV Park	480 Highway 89	8.5	RV Park w/106 Watered Spaces, Laundry Facilities, Showers
Squaw Valley Riding Club	729 Hill	2	Meeting Hall w/Kitchen
McCloud River Inn	325 Lawndale Court	4	5 B&B Rooms 1 Manager's Apt Large office space (Olympic) Gift Shop
Joanie's B&B	417 Lawndale Court	1	4 B&B Rooms Manager's Apartment
Century House Hospital	433 Lawndale Court	6	1 DDS Office w/RR 1 Professional office shared RR 11 Lodging rooms 6 RR total 5 Apartments
Mother McCloud	237 Main Street	11	Restaurant General and Candy Store Clothing/Craft Store Coffee/Esspresso 1 Apartment Real Estate, Art Gallery Hearst Offices with Restroom
Ebbe Building	301 Main Street	1	Realtor Chamber Office Retail Store

**Ordinance 27 Exhibit A, Page 3**

<b>Customer</b>	<b>Address</b>	<b>Current HE Unit Factor</b>	<b>Existing User Classification</b>
Brown Dog Building	304 Main Street	1	Retail Store
Heart of the Earth	312 Main Street	1	Jewelry Sales
Heritage Junction	320 Main Street	1	Museum
McCloud Post Office	324 Main Street	1	Office Building
McCloud Healthcare Bldg.	328 Main Street	1	Office Building
McCloud Hotel	410 Main Street	6.4	17 B&B Rooms Restaurant 1 Residence 1 Mgr's Residence Conference Center
Axe & Rose	416 Main Street	2	Restaurant Bar/Dance Hall
Wieder Building	105 E. Minnesota Ave.	1	Office, Retail, Warehouse
First Baptist Church	121 Water Street	.5	Church
Anderson Building	124 W. Minnesota Ave.	1	McCloud Healthcare Admin
Dance Hall	104 Pine Street	2.5	Residence Dance Hall, Kitchen
Clearwater Cafe	209 Quincy	1	Retail Sales/Commercial Kitchen with Restrooms
Goeden Barn	110 Squaw Valley Road	3	1 Apt Warehouse
Chevron Station	117 Squaw Valley Road	1.5	Service Station w/Restrooms
McCloud River Car Wash	125 Squaw Valley Road	3	4 Stall Carwash
McCloud River Lodge	140 Squaw Valley Road	4.5	Restaurant Mgr's Apt 5 Motel Rooms Bar w/RR
Timber Inn Motel	153 Squaw Valley Road	2.7	1 Residence 6 Motel Rooms
McCloud Golf Club	1001 Squaw Valley Road	2.2	Restaurant, Pro-Shop, Club House
CDF	1509 Squaw Valley Road	3	Offices, Living Quarters, kitchen
McCloud Railway	701/801 Industrial Way	3	Office, Warehouse, Shop
Hitchcock Shop	Haul Road	2	Office, Industrial
USFS	529 Forest Road	12	Offices, Residences, Warehouse
Vassallo Barn	112 Squaw Valley Road	1	Warehouse, Apartments



**Exhibit B**  
**McCloud Community Services District**  
**Ordinance 27**  
**Service Line Size Water Rate Structure**  
**American Water Works Association**

<b>Basis for Monthly Service Charges and Connection Fees</b>	<b>AWWA Rated Capacity (GPM)</b>	<b>HE Unit Factor</b>
¾ inch service	30	1
1 inch service	50	2
1 ½ inch service	100	3.5
2 inch service	160	5.5
3 inch service	320	11
4 inch service	500	17
6 inch service	1000	33.5
8 inch service	1600	53.5

**Exhibit C**  
**McCloud Community Services District**  
**Ordinance 27**  
**Siskiyou Local Agency Formation Commission**  
**Out of Area Service Agreement Application**



**Siskiyou Local Agency Formation Commission  
Out of Area Service Agreement Application**

**1. Name and Address of Applicant (must be public agency):**

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**2. Contact Name and Title** \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

FAX \_\_\_\_\_

**3. Application Initiated By:**

Agency Name: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Date Adopted: \_\_\_\_\_

Submit 1 copy of Resolution of Application and 2 copies of proposed out of area service agreement with application.

**4. Property Owner and Location of Property to Be Served (List additional owners/properties on separate sheet if necessary)**

Name of Property Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assessor Parcel Number/s: \_\_\_\_\_

Name of Property Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assessor Parcel Number/s: \_\_\_\_\_

**5. Type of Service to Be Provided**

Check one or more: Water \_\_\_\_\_ Sewer \_\_\_\_\_ Police \_\_\_\_\_ Fire \_\_\_\_\_ Garbage \_\_\_\_\_

Other/s: \_\_\_\_\_

**6. Description of Property to Be Served**

6a. Is parcel to be served WITHIN your current Sphere of Influence (SOI)? Yes \_\_\_\_\_ No \_\_\_\_\_

6b. If Yes, provide (a) general description of property location in relationship to current city/district boundary line and (b) attach a project area map showing parcel/s, district and SOI boundaries.

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6c. If No, provide (a) description of property location in relationship to the SOI boundary, (b) identify other agencies with jurisdiction over area in which property is located, and (c) attach a project area map showing parcel(s), SOI boundary of agency requesting service, and SOI boundaries of other agency's that may provide service.

Description: \_\_\_\_\_  
\_\_\_\_\_

Other Agencies that could provide service: \_\_\_\_\_

6d. How is the property currently being used?

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Agriculture \_\_\_\_\_ Vacant/Undeveloped  X   
Church, school, other public use \_\_\_\_\_ Industrial \_\_\_\_\_ Habitat, Recreation \_\_\_\_\_

6e. What is the current zoning designation? \_\_\_\_\_

County General Plan constraints? \_\_\_\_\_  
\_\_\_\_\_

Provide the following land use maps with legends for the project site and immediately adjacent parcels, and clearly identify the project site; County General Plan; City General Plan; County Zoning; and City Prezoning if applicable; and Community/Specific Plan if applicable.

6f. Are there any development or building applications on file that would authorize a different or higher density on the subject property or adjacent properties? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, explain and attach a list of projects and application processing numbers.

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

6g. Is property inhabited? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, how many residents? \_\_\_\_\_

6h. Provide the number of existing dwelling units/buildings on the property.

Single family \_\_\_\_\_ Multi-Family \_\_\_\_\_ Commercial/Industrial \_\_\_\_\_  
Square footage for commercial/industrial \_\_\_\_\_

6i. Are there other service contracts/agreements currently in effect to serve this parcel or adjoining parcels? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, (a) explain and (b) attach one copies of other agreements or contracts.

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6j. Adjacent Land Uses.

	Existing Land Uses	City General Plan	City Prezoning
North			
South			
East			
West			

**7. Environmental Review** This application is subject to the requirements of the California Environmental Quality Act (CEQA). If CEQA review has already been undertaken by another agency, please provide two copies of the environmental documentation including the Notice of Exemption or Notice of Determination and proof of payment of applicable California Department of Fish and Wildlife fees.

7a. Lead Agency. \_\_\_\_\_

7b. Responsible Agencies. \_\_\_\_\_

7c. Type of action taken:

Exemption \_\_\_\_\_ Negative Declaration \_\_\_\_\_ Environmental Impact Report \_\_\_\_\_

7d. Date of Certification/Adoption: \_\_\_\_\_

### 8. Contract Service Issues

8a. Explain how services are to be extended, what the anticipated cost of service extension will be, and how the costs will be financed?

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8b. Will the provision of services be growth inducing? Explain.

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8c. Does the proposed service provider have existing capacity to serve the project site?

Yes \_\_\_\_\_ No \_\_\_\_\_

8d. Will existing customers continue to receive the same or higher level of service if this project is approved?

Yes \_\_\_\_\_ No \_\_\_\_\_

8e. Will the same level of service be provided to the project site as other customers receive?

Yes \_\_\_\_\_ No \_\_\_\_\_

**9. Justification for Out of Area Service Agreement (must check one box below)**

Pursuant to Government Code Section 56133, this application is submitted (you must check one)

To address a threat to public health or safety (answer question 9a);

In anticipation of a later change of organization (answer question 9b)

**9a. Public Health or Safety Condition**

i. Please summarize the nature, extent and duration of the public health or safety emergency (attach additional page(s) if needed) and attach a copy of certification from appropriate Public Health Officials and any additional information verifying existence of emergency situation.

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

ii. What alternatives have been explored to mitigate emergency situation in lieu of executing out of agency service agreement?

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

iii. Is Interim Emergency Approval (expedited review) requested? Yes \_\_\_\_\_ No \_\_\_\_\_

**9b. Other Special Circumstances**

What are other special conditions or unique circumstances that justify use of an out of area service agreement in lieu of filing for annexation? Respond to following (use extra sheet of paper if necessary):

\_\_\_\_\_

Has annexation been considered? Yes \_\_\_\_\_ No \_\_\_\_\_

Why was it found infeasible?

\_\_\_\_\_

What barriers need to be overcome before filing an annexation application?

\_\_\_\_\_

How long would the annexation be anticipated to take? \_\_\_\_\_

Is there a contractual obligation? \_\_\_\_\_

Explanation: \_\_\_\_\_

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**10. Public Notice, Disclosure, and Other Requirements**

10a. Provide an 8 ½" X 11" map indicating the project site.

10b. Provide any other comments or justifications regarding the proposal from any affected local agency, landowner or resident.

10c. Enclose all pertinent staff reports, environmental review documents, and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

**11. Certification**

I hereby certify that the above information and accompanying documents are true and correct to the best of my knowledge. I hereby agree to pay all required filing and processing fees as may be needed to complete this application. Further, I understand that LAFCo will not be process an incomplete application.

\_\_\_\_\_  
Name of Applicant's Authorized Representative

\_\_\_\_\_  
Signature of Applicant's Authorized Representative

\_\_\_\_\_  
Date

**AGREEMENT FOR EMERGENCY RESPONSE SERVICE BETWEEN  
COUNTY SERVICE AREA NO. 4 – GREATER MCCLOUD FIRE AND EMERGENCY  
RESPONSE ZONE AND THE MCCLOUD COMMUNITY SERVICES DISTRICT**

This agreement is entered into on this 1st day of July, 2021 between County Service Area No. 4 (CSA-4) – Greater McCloud Fire and Emergency Response Zone (“GMFZ”), a special District formed under the laws of the State of California and the McCloud Community Services District – McCloud Fire Department (“Department”), a community services district formed under the laws of the State of California, collectively, the “Parties” and individually a “Party”, for the purpose of providing emergency response services within the Greater McCloud Fire and Emergency Response Zone.

**1. DEFINITIONS**

- A. McCloud Community Services District: The district and governmental entity of McCloud.
- B. Emergency Response Service: Services required to obtain, furnish, operate, and maintain fire suppression equipment, apparatus, and related services for the protection of life and property for emergency fire protection, medical and rescue response: services include commercial and residential, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance.
- C. Fire Chief: Fire Chief of the McCloud Fire Department.
- D. Fire Warden: The Siskiyou County Fire Warden serves as the Department Head of CSA-4 and Fire Chief of the McCloud Fire Zone.
- E. Greater McCloud Fire and Emergency Response Zone (GMFZ): The area established by the County of Siskiyou, Board of Supervisors Resolution Number 94-175 to provide emergency response service for the protection of life and property.

**2. RESPONSIBILITIES AND RIGHTS**

- A. Department shall provide emergency response service to the unincorporated area of the GMFZ as depicted in Attachment 1, attached hereto and incorporated herein, as follows:
  - 1) Structure Fires, Commercial and Residential: Department will provide one (1) engine to all Structure Fires.
  - 2) Vehicle Fires, Passenger or Commercial: Department will provide one (1) engine to all Vehicle Fires.
  - 3) Traffic Collisions/Traffic Collisions with extrication or fire: Department will provide one (1) engine or one (1) rescue with extrication equipment to all Traffic Collisions.
  - 4) Medical Aid: Department will provide one (1) engine or one (1) rescue or one (1) ambulance to all Medical Aids.
  - 5) Public Assist: Department will provide one (1) engine or one (1) rescue to all Public Assists.
  - 6) Fire/Menace/Stand-By: Department will provide one (1) engine or one (1) rescue to all Fire/Menace/Stand-By incidents.
  - 7) Water/Low Angle Rescues: Department will provide one (1) engine or one (1) rescue to all Water/Low Angle Rescues.
  - 8) Hazardous Materials Incidents: Department will provide one (1) engine or one (1) rescue to all Hazardous Materials incidents.

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- B. Department shall be responsible to ensure that responding personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et. Seq.
- C. Department shall be responsible to ensure that the responding equipment and personnel meet the minimum typing standards of the National Wildfire Coordinating Group.
- D. Department fire personnel shall train regularly on standard operating procedures and to maintain operational efficiency. See Performance Standards, Section 16.
- E. Department will maintain training qualification standards, licenses and records. Department personnel will only perform to their level of certification.
- F. When any significant change occurs to the Departments available equipment and/or personnel which may last more than thirty (30) days, the Department shall notify the Fire Warden in writing.
- G. Department will utilize the Yreka Interagency Command Center (YICC) for command, control and as the single ordering point for all emergencies within the County of Siskiyou.
- H. Department will follow standard operating procedures outlined in SKU ECC Dispatching SOP and Frequency Management procedure document.
- I. Department shall be responsible for completing all incident reports as required by California Health and Safety Code 13110.5 using the system of record.
- J. Department may utilize the GMFZ facility, equipment, and infrastructure to support emergency response services provided to the area.
- K. GMFZ shall maintain the facility, equipment, and infrastructure in support of emergency response services.

**3. COMPENSATION**

- A. \$2,000.00 per month, not to exceed \$24,000.00 each fiscal year.
- B. Paid to the Department on a quarterly basis, in arrears, for services rendered during the periods of:
  - 1) July 1 through September 30
  - 2) October 1 through December 31
  - 3) January 1 through March 31
  - 4) April 1 through June 30

**4. TERM OF AGREEMENT**

This agreement shall commence as of July 1, 2021 and shall end June 30, 2022.

**5. TERMINATION OF AGREEMENT**

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon the giving written notice thereof.
- B. Either Party may terminate this agreement without cause upon 30 days' written notice to other Party.
- C. GMFZ's right to terminate this agreement may be exercised by the Fire Warden or his/her designee.
- D. Department's right to terminate this agreement may be exercised by the Fire Chief or his/her designee.

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**6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering into and executing this agreement, Parties rely solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between both Parties, provided that the amendment is in substantially the same format as the GMFZ's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Since this agreement is intended to secure the specialized services of each of the Parties to this agreement, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by Parties of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**8. EMPLOYMENT STATUS OF PARTIES**

Each of the Parties to this agreement shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a separate legal entity, or to allow either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by each of the Parties shall be provided in a manner consistent with the professional standards applicable to such work or services in the state of California. No additional benefits arise due to participation in assistance under this agreement.

**9. MUTUAL INDEMNIFICATION**

The Parties shall defend, indemnify, and hold harmless each other, their respective elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorneys' fees of a Party and counsel retained by a Party, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by any person employed by either Party, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective Party, its officials, officers, employees, agents, or volunteers. There shall be no liability imposed on any Party or its personnel for failure to respond to requests for aid. All damages or repairs to any equipment or apparatus that occur in the normal operation during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.



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**10. INSURANCE**

The Parties either carry commercial insurance or are self-insured public entities. Each Party will maintain General Liability, Property and Workers' Compensation Insurance coverage through its self-insured program. The Parties either carry commercial insurance or are self-insured for Automobile Liability.

**11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE**

- A. If any claim for damages is filed with Department or if any lawsuit is instituted concerning Department's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect GMFZ, Department shall give prompt and timely notice thereof to GMFZ. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. If any claim for damages is filed with GMFZ or if any lawsuit is instituted concerning GMFZ's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Department, GMFZ shall give prompt and timely notice thereof to Department. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall venue in the County of Siskiyou.

**12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Parties represent that they are in compliance with and agree that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

**13. ACCESS TO RECORDS; RECORDS RETENTION.**

County, federal, and state officials shall have access to any book, documents, papers, and records of the Department that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of the Department or GMFZ. Except where longer retention is required by federal or state law, the Department shall maintain all record for five years after GMFZ makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement. Department and GMFZ shall maintain appropriate records to insure proper documentation pertaining to the work performed or the services provided pursuant to this agreement. Access to these records shall be provided during working days, 8:00 a.m. to 5:00 p.m. and

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at other times upon reasonable notice, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement. Department agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement.

**14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Department's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Department's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Department's failure to cure such default within 90 days of notice by GMFZ shall be grounds of termination of this agreement.

**15. LICENSES AND PERMITS**

Department, their officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Siskiyou, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

**16. PERFORMANCE STANDARDS**

Department shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Parties' services to be evaluated by the Fire Warden.

**17. CONFLICTS OF INTEREST**

Department's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**18. NOTICES**

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing:

If to GMFZ: County of Siskiyou  
Fire Warden  
1809 Fairlane Road  
P.O. Box 128  
Yreka, CA. 96097

If to Department: McCloud Community Services District  
Fire Chief  
220 W. Minnesota Avenue  
P.O. Box 640  
McCloud, CA. 96057

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B. Written notice shall be deemed to be effective upon personal delivery, or if sent by first class mail, postage prepaid, three days after the date of mailing.

**19. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the California Civil Code.

**20. COMPLIANCE WITH POLITICAL REFORM ACT**

Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of the Parties to disclose financial interests and to recuse from influencing any Parties' decision which may affect Parties' financial interests. If required by the County's Conflict of Interest Code, Parties shall comply with the ethics training requirements of California Government Code sections 53234, *et seq.*

**21. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or county ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**22. USE OF PROPERTY**

Department shall not use GMFZ premises or property (including equipment, instruments and supplies) for any purpose other than in the performance of Department's obligations under this agreement.

**23. COST OF OPERATING AND MAINTAININ EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

**SIGNATURE PAGE FOLLOWS**

**AGREEMENT FOR EMERGENCY RESPONSE SERVICE BETWEEN  
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**IN WITNESS, WHEREOF**, the Parties have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY SERVICE AREA NO. 4**

Date: \_\_\_\_\_

\_\_\_\_\_  
RAY A. HAUPT  
Chair, County of Siskiyou Service Area No. 4

**MCCLOUD COMMUNITY SERVICES DISTRICT**

Date: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE YOUNG  
President, Board of Directors

Attest:  
LAURA BYNUM  
Clerk, County of Siskiyou Service Area No. 4

By: \_\_\_\_\_

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COUNTY SERVICE AREA NO. 4 – GREATER MCCLOUD FIRE AND EMERGENCY  
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**ATTACHMENT 1**

