

**RURAL NORTH VACAVILLE WATER DISTRICT**  
**RULES AND REGULATIONS**  
(Revised & Approved 11/15/2011, 9/2013, 4/2014, 9/9/2014, 12/8/15)

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**1. DEFINITIONS**

**Applicant:** An owner of a parcel who is applying for water service.

**Assessment Portion:** The portion of a Benefit Assessment that is levied against, and is paid by, a single parcel, based on the proportional special benefit conferred on that parcel as established by the Assessment Engineer's Reports dated July 1999 and January 5, 2001.

**Backflow Prevention Assembly:** A District-approved device designed to prevent reverse flow from a customer's plumbing system that could contaminate the District Water Distribution System

**Benefit Assessment:** The total assessment levied against all parcels that have a special benefit conferred on them as a result of the RNVWD water system. The RNVWD provides two types of special benefits to parcels: the availability of water for fire protection and suppression purposes and the availability of water for domestic uses. The assessments for these two types of benefits are classified as the Domestic Water Assessment and the Fire Protection Assessment.

**Billing Manager:** Is an independent contractor contracted by the General Manager. Billing Manager shall prepare and mail monthly customer billings and to receive, post and process all customer payments. The Billing Manager makes all changes and revisions to customer accounts and billing and maintains meter history.

**Board:** The Board of Directors of the Rural North Vacaville Water District.

**Connection:** The types of connections are classified as follows:

- (1) **Developed Connection** is a metered connection that is providing or is immediately available to provide water service to a parcel.
- (2) **Undeveloped Connection** is an unmetered connection.
- (3) **Supplemental Connection** is an additional water service connection that has been purchased to serve parcels anticipated to be created by future subdivision of a parcel with a Developed or Undeveloped Connection.
- (4) **Reserve Connection** - An option to purchase an additional Connection, within 15 years of the Final Order Date, February 27, 2001, to serve parcels anticipated to be created by future subdivision of a parcel with a Developed or Undeveloped Connection.

**Connection Fee:** The fee an Applicant must pay to activate a Supplemental Connection or to convert a Reserve Connection to a Developed or Undeveloped Connection.

**Customer:** An owner of a parcel that has an RNVWD water right.

**Customer Service Pipe:** The pipe from the meter to the residence or other point of water use.

**Delinquency Reserve Fund:** A fund established upon formation of the RNVWD for the purpose of providing loan payments to the lenders on the Department of Health Services (DHS) and Department of Water Resources (DWR) Loans while delinquencies, if any, are cured within the District. Per the instructions in the loan agreements, the District agreed to establish a reserve of two semiannual payments.

**DHS Loan:** An \$8,984,000 loan to the RNVWD from the DHS State Revolving Fund (SRF) Loan Program for construction of the RNVWD's water system.

**DWR Loan:** A \$5,000,000 loan to the RNVWD from the DWR Local Projects Construction Loan Program, under the Safe, Clean, and Reliable Water Supply Act, for the construction of the RNVWD's water system.

**District:** The Rural North Vacaville Water District.

**Domestic Use:** The use of water for household purposes, including incidental watering of domestic stock and pets and the irrigation of not more than one-half acre in lawn, ornamental shrubbery, or gardens on any single parcel. The use of water in a properly licensed home-based business shall be considered a domestic use. Except as allowed by this definition, domestic use does not include commercial use, irrigation use, stock watering use, or aquaculture use. (23 CCR § 660.)

**Domestic Water Assessment:** The portion of the full cost of administration, design, construction, and financing of the RNVWD's water distribution system attributable to the provision of water for domestic use.

**Excessive Use:** Use of water in one month at any connection in excess of 100 CCF.

**Final Order Date:** The date on which the Board of Directors ordered the levying and apportionment of the Domestic Water and Fire Protection Assessments. For purposes of these Rules and Regulations, the date of Final Order is February 27, 2001 (Final Order for Supplemental Assessment).

**Fire Hydrants:** Are above ground valve locations throughout the District that can be used as a means to fill firefighting equipment. They are also called or known as "Fire Fills". The pressure and flow from these fill locations is neither high pressure nor is it the high flow rates normally associated with the urban city term fire hydrants.

**Fire Protection Assessment:** The portion of the full cost of administration, design, construction, and financing of the RNVWD's water distribution system attributable to the provision of water for fire protection and fire suppression purposes.

**General Manager:** Independent contractor contracted by the Board of Directors to manage the business of the District.

**Irrigation Use:** The use of water for the production of irrigated agricultural crops, commercial nurseries, or the maintenance of large areas of lawns, shrubbery, or gardens. (California Code of Regulations, Title 23, section 661.)

**Loan Redemption Fund:** A fund that serves as a transitory account where levy collections are deposited for payment to the lender on the DHS and DWR Loans on loan payment dates (January, April, July, and October, annually).

**New Source Development and Water Conservation Fund (NSDWC Fund):** A fund or account established to fund both the development of one or more new, reliable water sources for the RNVWD and a Water Conservation Program.

**NBS:** Contracted by the District to manage the fire and water assessments.

**Outside Assessed Parcels:** Parcels located outside of the RNVWD but within Zone 2 of the Assessment District. These parcels receive fire protection benefits and are assessed for these benefits.

**Outside Parcels:** Parcels located outside the RNVWD boundaries as of the Final Order Date or by subsequent detachment from the RNVWD.

**Parcel:** As used in these Rules and Regulations, a parcel is contiguous property under single ownership and of sufficient size to be considered buildable under Solano County's land use and development regulations. A parcel may have one or more assessor's parcel numbers assigned to it.

**Quantity Rates:** The rate charged per 100 cubic feet (748 gallons), expressed as CCF, of water use. The amount of this rate is based on the variable or production-based costs of operating and maintaining the Water Distribution System.

**Reservation Fee:** The fee paid prior to the construction of the Water Distribution System for a Reserve Connection. This Reservation Fee is non-refundable and is not a credit to be applied to any cost in converting a Reserve Connection to a Developed or Undeveloped Connection.

**RNVWD:** The Rural North Vacaville Water District, a California community services district formed under Government Code section 61000 et. seq. to develop and provide a public water distribution system serving properties within its boundaries in the rural areas of Vacaville, California.

**RNVWD Service Pipe:** The pipe located between the RNVWD's mains and a Service Connection Point.

**Service Charge:** The monthly charge to each customer, regardless of water use, based on the fixed cost of operating and maintaining the Water Distribution System and adjusted to reflect the type of connection.

**Service Connection Point:** The point where the Customer Service Pipe is connected to the Backflow Prevention Assembly. The Backflow Prevention Assemblies shall be and remain the property of the District. The water meter, backflow and the RNVWD Service Pipe are owned by the RNVWD and are on the RNVWD's side of the Service Connection Point. The presence of a Service Connection Point on a Customer's parcel indicates an actual or implied easement to the RNVWD for installation, access, and maintenance of District-owned equipment.

**SID, Solano Irrigation District:** SID performs operations and maintenance of the District Facilities under contract with the District. SID serves as the District Engineer for RNVWD.

**Stock watering Use or Aquaculture Use:** The use of water for commercial livestock or for raising fish or other aquatic organisms for commercial purposes. (23 CCR §§ 667 and 669.)

**Water Distribution System:** The wells, storage tanks, pumps, pipelines, fire hydrants, meters, and water system appurtenances.

**Water Right:** A Developed Connection, an Undeveloped Connection or a Supplemental Connection, all of which have a present right to connect to the Water Distribution System. As of, December 1, 2015 there are 491 Water Rights. Reserve Connections may be converted to a Water Right. As of, December 1, 2015 there are 42 Reserve Connections. The water system is designed for 533 water rights.

**Zone 1 (Zone 1 of the Assessment District):** Each parcel within this area receives a special benefit from the availability of water for domestic use due to the RNVWD's Water Distribution System. Annexation to the District is required for a water connection if the parcel to be served is outside of Zone 1. Residents in Zone 1 are eligible to vote in District elections. Zone 1 parcels are "in the District".

**Zone 2 (Zone 2 of the Assessment District):** Each parcel within this area receives a special benefit from the availability of water for fire suppression services due to the RNVWD's water distribution system. Annexation to the District is required for a water connection if the parcel to be served is in Zone 2 but not Zone 1. Zone 2 parcels are "not" in the District.

## **2. DESCRIPTION OF WATER SERVICE**

**A. Purpose.** The RNVWD has been formed to provide water for domestic use and for fire suppression purposes. The RNVWD's water distribution system provides water for domestic use to parcels within the District; these parcels comprise Zone 1 of the Assessment District. The RNVWD's water distribution systems also provides water for fire suppression purposes, to be used by the Vacaville Fire Protection District and other mutual aid fire departments and fire agencies. All of the RNVWD's fire hydrants are located within the District, but water supplied by these hydrants will be used for fire suppression purposes on parcels both within and immediately adjacent to the District; these parcels comprise Zone 2 of the Assessment District.

## **B. Quantity**

- (1) The RNVWD's Water Distribution System has been designed with a well production capacity of approximately 350 gallons per minute (gpm) per each well. This amount is sufficient to provide adequate and reliable domestic water service to 533 connections, while maintaining reserves for fire suppression purposes.
- (2) The allocation of a connection to a parcel establishes a reasonable apportionment of the Water Distribution System's capacity to meet normal domestic water demands for a single residence. A connection shall not entitle a customer to delivery of any specific amount of water.
- (3) The RNVWD reserves the right to reduce the amount of water available to any connection to ensure that an approximately equal amount of water is available to all connections.
- (4) The RNVWD will endeavor to supply water dependably, safely, and in adequate quantities to meet the reasonable domestic water needs and requirements of all customers.
- (5) The RNVWD will strive at all times to operate the Water Distribution System in a manner that does not cause excessive wear and tear on the system nor overtax the RNVWD's ground water sources.

## **C. Pressure**

- (1) The RNVWD will endeavor to maintain an operating pressure of not less than 40 pounds per square inch or more than 125 pounds per square inch at each service connection point. During periods of peak seasonal loads and hourly maximum demand, pressure at the service connection point may be as low as 30 pounds per square inch. During periods of minimum demand, the pressure may be as high as 150 pounds per square inch. Variations in pressure under normal operating conditions will not exceed 50% of the average operating pressure.
- (2) The water pressure available at the service connection point varies within the Water Distribution System. Parcels at higher elevations, and parcels on which the residence is significantly above the service connection point, may require booster pumps to provide adequate pressure at the point of use. Such booster pumps are the responsibility of the landowners and shall not be provided by the RNVWD.
- (3) All parcels with residences shall install Pressure Reduction Valves at the residence with 0-400 psi incoming pressure and adjustable to 25-75 psi delivery pressure to the residence and shall comply with the current Solano County Building Code



**D. Quality.** The RNVWD will operate the water system consistent with water quality standards of the Department of Health Services. Annual water quality reports are available on the District website.

### **3. EXPANSION OF THE WATER SYSTEM**

**A. Limitation during Initial Decade of Operation.** The RNVWD's water distribution system shall not be expanded beyond the original design capacity of 533 connections until the system has been in operation for at least ten years. The system began operations on January 31, 2003. During this initial 10-year period, the RNVWD may upgrade its water distribution system, or any portion thereof, in order to provide better or more reliable domestic water service to the 533 connections. After the initial 10-year period, the RNVWD may authorize expansions to the water distribution system to serve additional connections. Such connections may be for new parcels that will be created by subdivision within the RNVWD or for Outside Parcels that will be annexed into the District.

**B. Connections in Expanded System.** All new connections resulting from an expansion of the water distribution system shall be Developed Connections. The system shall not be expanded to accommodate new, Supplemental Connections or Reserve Connections.

**C. Procedure for System Expansion.** Prior to approving a system expansion proposal, the Board of Directors will conduct a minimum of two noticed public hearings to take public testimony regarding the level of interest in system expansion. A decision to authorize an expansion of the water distribution system shall be supported by adequate plans and cost estimates.

**D. Costs of System Expansion.** Parcels to be served by an expansion of the water distribution system shall bear all costs of the improvements necessary to expand the system capacity to supply water to said additional parcels without degradation of delivery pressures, flow rates, and schedules to parcels currently being served within the RNVWD. These costs include, but are not limited to, administration, engineering, design, construction, and right-of way acquisitions. Said work shall be done to RNVWD standards and requirements. Solano Irrigation District (SID) Standards for engineering and construction are adopted by the District.

#### **4. CONTINUITY OF SERVICE**

##### **A. Emergency Interruptions**

- (1) The RNVWD will make reasonable efforts to prevent interruptions to service. When interruptions occur, the RNVWD will endeavor to re-establish service within the shortest possible time consistent with protecting the integrity of the water system and the safety of its customers and the general public.
- (2) Where an emergency interruption of service affects the service to any public fire protection device, the RNVWD will promptly endeavor to notify the Fire Chief of the Vacaville Fire Protection District of such interruption and of subsequent restoration of normal service.

##### **B. Scheduled Interruptions**

- (1) Whenever the RNVWD finds it necessary to schedule an interruption to its service, SID will, where feasible, notify all customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the customers consistent with reasonable utility operations.
- (2) The SID will notify the Fire Chief of the Vacaville Fire Protection District of the scheduled interruption stating the approximate time and anticipated duration and will promptly notify the Fire Chief upon restoration of service.

#### **5. WATER CONSERVATION**

**A. Purpose.** The RNVWD may adopt and implement a Water Conservation Plan to ensure that water resources available to the RNVWD are put to a reasonable beneficial use and that the benefits of the RNVWD's water supply and service extend to all customers within the District.

**B. Use of Water-Saving Devices and Practices.** Each customer of the RNVWD is urged to install devices to reduce the quantity of water of flush toilets and to reduce the flow rates of showers and other water using fixtures. Each customer is further urged to adopt such other water usage and re-usage practices and procedures as are feasible and reasonable.

**C. Tiered Rate Structure.** The RNVWD shall not employ a tiered water rate structure to encourage water conservation.

**D. Excessive Use.** If a Customer is a persistent Excessive User (two out of any three consecutive months), the RNVWD may install a flow-restrictor or other water service limiting device at that customer's service connection point.

**E. Water Leaks.** The cost of unintended or accidental water releases may be limited to a water usage charge calculated at the current uniform rate if approved by the General Manager. Customer may appeal the General Manager's decision in writing to the Board of Directors, which appeal must include an explanation of the problem.

## **6. RESTRICTIONS, WRONGFUL ACTS, AND ENFORCEMENT**

The District is authorized under California statutes to establish and enforce its Rules and Regulations, and to enforce certain laws and restrictions referenced herein. Any violation of these Rules and Regulations shall be cause for the Board of Directors to apply such penalties as may be provided by law, or to take any other action as deemed appropriate, including the discontinuance of water service.

The RNWWD may bring a civil action for damages pursuant to Civil Code section 1882 et seq. for an actual or attempted diversion of water, unauthorized connection, or tampering with or damage to District equipment. In such a civil action, the RNWWD may recover as damages three times the amount of actual damages, plus its costs of the suit and reasonable attorney's fees.

### **A. Wrongful Acts Subject to Penalties**

The following acts are violations of State law and are subject to penalties imposed by the District. Many offenses are misdemeanors under the laws of California for which the offender may be criminally prosecuted.

No person shall:

1. Divert or cause to be diverted any District water without authorization or consent of the District;
2. Make or cause to be made any connection or reconnection to facilities owned or used by the District, in order to obtain water without authorization or consent of the District;
3. Prevent any meter or other device used in determining the charge for service from accurately performing its measuring functions by tampering or any other means;
4. Tamper with any property or facilities owned or used by the District to provide water service;
5. Use or receive direct benefit from the District's facilities with knowledge or reason to believe that the diversion of water, or the tampering or unauthorized connection with District water facilities existed at the time of such use, or that the use or receipt of benefit was without authorization or consent of the District; or

6. Cause damage to any water facility or related appurtenances above or below ground intentionally, or by carelessness or neglect.
7. Take water from any District facility or District authorized metering device without District permission.

**B. Termination of Service and Repair of Equipment.**

If the RNVWD's equipment at a Service Connection Point has been tampered with or altered, the RNVWD may stop service to the parcel until the RNVWD can repair the equipment. If a Backflow Prevention Assembly has been tampered with or altered, the RNVWD shall stop service to the parcel until the Backflow Prevention Assembly is restored to proper working order. All repair work will be done by the District and will be paid by the Customer. Service will not be restored until repairs are completed and payment for those repairs is made in full.

**C. Theft or Other Unauthorized Use of Water**

1. Water theft is prohibited. Each act of water theft constitutes a misdemeanor.
2. The taking of water from any fire hydrant, valve, pipe or other District facility or connection to a District facility, to which a District authorized metering device has not been installed by the District is considered water theft. Water theft is the taking of water by any means without paying the District charges or by tampering with District property.
3. The District will report any theft of water to the appropriate prosecuting agency and press for prosecution of said activity pursuant to the Penal Code.
4. In addition to pursuing criminal penalties, the District, upon discovering a theft of water or tampering with District property, may also pursue the following remedies or other remedies available at law or equity:
  - a) Turn off water service to correct the violation;
  - b) Confiscate any equipment or tools used to accomplish the water theft that are attached to District property. Confiscated equipment will be held by the District until fines and other charges are paid; and/or
  - c) Charge the customer or perpetrator a civil fine of \$1,000 for each occurrence, which amount is a reasonable estimation of the damages that the District suffers for an act of water theft.
5. Payment must be received by the District prior to water service being restored.

## **D. General Damages and Appeal Process**

Any person who commits any of the wrongful acts may be charged three times the amount of actual damages sustained by the District. The General Manager shall calculate the amount of damages and penalty to be imposed, and shall send a bill to the offender for payment of the damages or penalty.

The decision of the General Manager shall be considered final. The offender receiving the bill may contest the validity or accuracy by filing a written appeal with the District's Board of Directors, within 30 days of the date of its mailing.

If such an appeal is filed, the appellant shall be notified of the time and place of the Board's meeting at which the matter will be considered. The hearing shall be within 60 days of the date of filing the appeal, unless otherwise agreed between the appellant and the General Manager. Opportunity will be given during the meeting for the appellant to be heard and to present evidence.

After hearing the evidence and considering the matter, the Board will make a decision. Within 5 days thereafter, any amount due and owing, as determined by the Board, must be paid in full. The provisions of Section 1094.6 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of the Board's decision.

## **7. APPLICATION FOR WATER SERVICE**

**A. Required Information.** Each Applicant must sign and submit an application, RNVWD New Customer Form Exhibit A. Applicants shall provide evidence that they are owners of record for the property to be served and may be required to provide proof of identification. Applications may be obtained from the General Manager, Billing Manager or from the RNVWD website, and shall be submitted to, the RNVWD, P.O. Box 5097, Vacaville CA 95696. The completed applications can also be scanned and emailed to [rnvwdgm@gmail.com](mailto:rnvwdgm@gmail.com)

**B. Individual Liability of Applicant and Property Owner.** All individuals who apply for service shall be jointly and severally liable for payment of bills until the RNVWD is notified that ownership of the property has been changed.

**C. Service to a Tenant.** Tenants may not apply for water service in their name. The service must remain in the property owner's name. However, a renter can be listed as the payee by the owner, who must also sign the account agreement, RNVWD New Customer Form Exhibit A

## **D. Sale of Property.**

- (1) Customers that wish to close their account with the RNVWD due to sale of the property are required to notify the RNVWD in writing. Notification ensures proper closure of the account, including providing the exact date the Customer

will no longer be living at the property so that the RNVWD can get a final meter reading of the Customer's water consumption for processing the final bill. The RNVWD also needs written authorization to discontinue water service on the date specified on the notice. The forwarding address information on the notice allows the RNVWD to mail a final bill or any refunds that may remain on the account.

- (2) New Customers must complete an application for new water service (RNVWD New Customer Form Exhibit A) and return it to the RNVWD.

## **8. WATER RATES AND CHARGES**

**A. General Basis of Rates and Charges.** The RNVWD shall set water rates and charges in amounts sufficient to cover all of the RNVWD's fixed and variable costs of operation and maintenance, plus system rehabilitation, reconstruction, major maintenance, reserves and improvements for existing connections.

**B. Uniform Tiered Rate Structure.** All parcels with a Developed Connection shall be billed for the amount of water delivered to the parcel at the meter and charged at the applicable water rate.

### **C. Monthly Charges**

- (1) All parcels with a Developed or Undeveloped Connection, shall pay a monthly Base Service Charge and Capital Recovery Charge, CRC, for each connection, regardless of water use. The amount of the fixed Charges shall be based on the RNVWD's fixed costs of operating and maintaining the water distribution system as approved by the Board.
- (2) In setting the monthly charge for Supplemental Connections, the Board of Directors may, at their discretion, set lower charges for water system maintenance or operation expenses that are incurred on an annual basis.
- (3) All fixed monthly charges and monthly water usage charges shall be subject to the Prop 218 public approval process.

### **D. Connection and Water Right Fees and Costs**

- (1) Supplemental or Undeveloped Connections or Reserve Connections. A connection fee based on the actual cost of the work shall be charged to activate any Supplemental, Undeveloped or Reserve Connections to provide a physical connection to the District water line, meter and backflow device, to bring it up to a Developed Connection status.

- (2) Reserve Connections. For Reserve Connections, the amount of the Water Right Fee is equal to the original portion of the RNVWD's Domestic and Fire Protection Assessment for one parcel, plus interest at the rate payable on the deferred payments from the date of the levying of the Assessments to the date of payment of the Water Right Fee, but for no longer a period than the original financing period of 20 years, plus an additional charge (premium) of 15% of the total sum of the assessment and interest. As of December 1, 2015 the amount for the conversion of a Reserve Connection to an Undeveloped Water Right is estimated by NBS to be approximately \$39,000.00 for payment in full.

Payments received by the District for the conversion of a Reserve Connection to a Developed or Undeveloped or Supplemental Connection shall be deposited in the Debt Service Fund.

- (3) Costs to Activate a New Water Connection or to Remove a Water Connection. District shall extend water service to the property line, at the closest point convenient for District, at the property owner's sole expense. Property owner shall pay the full cost for the installation of any new water service connection. All work must be performed by a District-approved contractor. The cost of the work shall be based on time and material rates from third party contractors and include mark-up for overhead and profit and District administration expenses. The property owner is required to pay a Deposit (as set forth in Exhibit E, District Schedule of Administrative Fees) for the estimated cost of the work prior to commencement of the work. Once the work is completed and all costs are determined, the final amount for the cost of the work will be determined. If the final amount for the cost of the work is more than the deposit amount, the property owner must pay the balance to the District within 30 days from the date of the invoice. If the final amount is less than the deposit, the District will refund the difference to the property owner. This policy shall also apply to the removal of a connection.
- (4) Original Construction Connections. Although all parcels then existing and located within District boundaries as of the Final Order Date were entitled to have a Developed Connection installed at the time of District formation, 4 parcels did not to have a connection installed. In the event any of those parcels now elect to have a connection installed, the District will, upon District approval and property owner's satisfaction of easement requirements, install one water connection at a location approved by the District at no cost to the property owner.

**E. Adjustment of Rates and Charges.** The RNVWD will periodically analyze its rates and charges and may propose appropriate adjustments. The Board of Directors will consider any proposed adjustments.

## **9. RENDERING AND PAYMENT OF BILLS**

**A. Rendering of Bills.** Bills for service will be rendered to each Customer on a monthly basis. Bills shall be sent to the property owner, unless the property owner requests in writing that bills be sent to the current resident of the parcel. In all cases, the property owner shall be responsible for payment.

**B. Meter Reading.** Meters will be read at regular intervals, approximately monthly, for the preparations of monthly bills, and as may be required for the preparation of opening bills, closing bills, and special bills. If the RNVWD is unable to read any meter as part of its regular reading of all meters, it will make a second attempt to read the unread meter within three business days. It may not always be practicable to read meters at intervals which will result in billing periods of equal number of days. Bills for metered service will show at least the beginning and ending dates, the meter reading at the beginning and end of the period for which the bill is rendered, and the number and kinds of measurement units.

**C. Proration of Bills.** If the RNVWD is unable to read a meter in any month, the customer shall be billed only for the applicable monthly service charge for that month. When the RNVWD is able to read the meter, the water usage allocation shall be prorated on the basis of the number of days in the period for which the RNVWD was unable to read the meter to the number of days in the average billing period.

**D. Payment of Bills.** Bills for service are payable upon presentation, due by the 20<sup>th</sup> of the month and are delinquent if not received by the 10<sup>th</sup> day of the following month. Payment may be made by mail, auto-pay from Customer bank or credit card account, by bill pay or by credit card using the District website. Phone payment by credit card and cash or check payments in person are not available methods for payment. Any charges not paid by the delinquent date specified on the bill will be subject to a 10% basic penalty, plus an additional penalty of 1% per month for the nonpayment of the past due amounts. In addition, accounts more than 45 days delinquent may be processed for disconnection. A \$150.00 processing fee plus all balances owing will be required to restore service. There is a \$25.00 charge for all returned payments and once 3 returned payments are received from a Customer, the RNVWD may request a cashier's check for payment for all future transactions. Only District personnel or its agents are authorized to disconnect or reconnect water service at the meter, any damage caused by unauthorized tampering may be subject to other fees.

## **10. DISPUTED BILLS**

**A. Request for Investigation.** Any customer who disputes any portion of a bill may request an investigation of the disputed portion of the bill. The request must be in writing and must be submitted to the RNVWD, P.O. Box 5097, Vacaville, CA 95696 within 10 days of receipt of the contested bill. The dispute will be investigated and any appropriate corrective action taken.

**B. Appeal.** If the Customer is not satisfied with the outcome of the investigation, the Customer may appeal the decision, within 10 days, to the RNVWD's Board of Directors.



An appeal to the Board of Directors must be in writing and include an explanation of the dispute and why the outcome was not satisfactory. Service will not be discontinued for nonpayment of the disputed bill pending outcome of the Board of Directors' review.

## **11. METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR**

**A. Tests at Customer Request.** At Customer's request and expense, the RNVWD will perform meter testing to ensure meter accuracy. A report showing the results of the test will be furnished to the Customer.

**B. Adjustment of Bills for Meter Error.** When, upon testing, a meter is found to be registering more than 2% above actual flow, the RNVWD will refund to the Customer the amount of the overcharge based on corrected meter readings for the period the meter was in use, but not to exceed a period of six months. If a meter is found to be registering more than 5% below actual flow, the RNVWD shall replace the meter.

## **12. DISCONTINUANCE AND RESTORATION OF SERVICE**

**A. For Nonpayment of Bills.** The District may discontinue any and all services, including shutting off water, when any portion of a bill becomes delinquent.

**B. Appeal.** Any Customer who has requested an investigation within 10 days of receiving a disputed bill shall not have water service discontinued for nonpayment pending an investigation by the RNVWD. The review shall include consideration of whether a residential Customer shall be permitted to make installment payments on any unpaid balance of the delinquent account over a reasonable period of time not to exceed 12 months. Such service shall not be discontinued for nonpayment for any Customer complying with an installment payment agreement entered into with the District, provided the Customer also keeps current the account for water service as charges accrue in each subsequent billing period. If a residential Customer fails to comply with an installment payment agreement, the RNVWD will give a 10 day discontinuance of service notice before discontinuing such service.

**C. For Noncompliance with Rules.** The RNVWD may discontinue service to any Customer for violation of these rules after it has given the Customer at least 5 day's written notice of such intention. Where safety of water supply is endangered, service may be discontinued immediately without notice.

**D. For Waste of Water.** Where negligent or wasteful use of water threatens adjoining parcels or the RNVWD's ability to provide reliable water service to other customers, the RNVWD may immediately shut off service to the parcel but shall resume service within 24-hours after the customer has taken appropriate corrective action. A charge of \$150 may be imposed on the customer for disconnection and reconnection of service.

### **13. SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

**A. Meter and Backflow Prevention Assembly.** The RNVWD, from dedicated public rights of way, road and utility easements, or easements granted to the RNVWD, will install and maintain a district service pipe, one meter and meter box, connecting each parcel within the District to the RNVWD's water distribution system. The RNVWD's water service connection shall not entitle a landowner the delivery of water beyond the nearest point at which the RNVWD determines that water is available, which will generally be the closest point at which the water distribution system approaches the parcel.

- (1) A reduced pressure principle backflow prevention assembly (RP) approved by the District shall be installed **by the District, at District's expense**, at the meter for all water service connections.
- (2) **Periodic Testing of Backflow Prevention Assemblies.** The RNVWD shall have a certified backflow prevention assembly tester inspect and test all Backflow Prevention Assemblies on an annual basis as required by law. The annual cost for inspection and testing will be added to Customer's bill in accordance with the Fee Schedule.
- (3) **Maintenance of Backflow Prevention Assemblies.** The District is responsible for the costs of maintenance and repair of the Backflow Prevention Assembly, which maintenance and repair will be performed by certified testers provided by the RNVWD. Customer shall at all times provide for unobstructed access by the RNVWD as a condition of continued water service. The RNVWD will have failed assemblies repaired or replaced..
- (4) **Freeze Protection.** District shall maintain a non-fiberglass insulation, protective freeze cover on the Backflow Prevention Assembly. Any means used by the Customer to secure the cover from theft or weather must provide access by the District for inspection, testing, and maintenance.

**B. Customer Service Pipe.** The customer is responsible for installing and maintaining the Customer Service Pipe from the Customer's side of the meter and backflow assembly to service their property, along with any required booster pump or pressure reduction valve.

**C. Additional Meters.** RNVWD will only set 1 meter per parcel.

**D. Additional Fire Hydrants.** Property owners within the RNVWD boundaries may purchase additional fire hydrants to provide water for fire protection purposes in closer proximity to their property. The property owner shall pay the full cost of hydrant and the installation costs. The hydrant will remain the property of the RNVWD and the RNVWD shall be responsible for maintaining the hydrant.

**E. Construction Water Meters.** All construction water will be delivered through a temporary metered connection from a fire hydrant or fire fill, the location being determined by the District. Construction water meter deposit, usage rates and monthly service shall be determined by the District. Meters will be read monthly and billed accordingly. Delinquent accounts will be disconnected. Bypassing construction water meters or other unauthorized use of water will result in forfeiture of the meter deposit along with no further access to construction water.

#### **14. BASIS AND APPORTIONMENT OF ASSESSMENT**

**A.** In accordance with the Final Order Levying and Apportioning Assessment, the Domestic Water Assessment and Fire Protection Assessment have been levied on and apportioned and assessed to Zone 1 and Zone 2, respectively, of the RNVWD Assessment District.

**B.** The Domestic Water Assessment and Fire Protection Assessment are in addition to any water charges and rates.

#### **15. PAYMENT OF ASSESSMENT**

**A.** Unless the Assessment Portion was fully paid prior to the Final Order Date or is for a Reserve Connection, the Assessment Portion for the parcel is financed through Zone 1 and/or Zone 2 of the Assessment District.

**B.** The outstanding Assessment Portion for the Zone 2 Fire Protection Assessments for properties annexed to the RNVWD or newly created as a result of subdivision shall be paid upfront at the time of annexation or subdivision in an amount determined by NBS. The outstanding Assessment Portion for the Zone 1 Domestic Water Assessment for properties annexed to the RNVWD or newly created as a result of subdivision may be paid upfront at the time of annexation or subdivision, or continue to be financed through Zone 1 of the Assessment District.

#### **16. FINANCING OF ASSESSMENT PAYMENTS**

**A.** The cost of RNVWD Water Distribution System was paid with funds obtained from DHS and DWR Loans. These loans shall be paid back with annual installment payments made by the owners of parcels within Zone 1 and Zone 2 of the Assessment District.

**B.** The Delinquency Reserve Fund has been established in an amount equal to two semi-annual payments under both the DHS and DWR Loans. At the end of the loan repayment period, any unused amount of the Delinquency Reserve Fund may be credited pro-rata to the then-current landowners of record within Zone 1 and Zone 2.

**C.** The RNVWD Assessment(s) shall be payable in installments as an assessment on the County Property Tax Bill, which shall include principal, interest and administrative

expenses and placed in the Loan Redemption Fund to be used as the transitory account holder for pending payments on the DHS and DWR Loans.

**D.** The RNVWD Assessment(s), and each installment of it, shall be and remain a lien on the land until the loan is retired.

## **17. SUBDIVISION OF LAND**

**A.** The design of the Water Distribution System is consistent with the Solano County General Plan. During the design of the Water Distribution System, property owners within the District were allowed to obtain or reserve additional service connections to accommodate subdivision of parcels within the District. In the sole and absolute discretion of the Board, the Board may permit property owners within the District, Zone 1, to obtain Supplemental Connections even though the property with which the Supplemental Connection is affiliated is not yet permitted to be subdivided according to the current zoning standards.

**B.** Prior to the Final Order Date, property owners obtaining Supplemental Connections either (1) paid up front the assessment for the Supplemental Connection, or (2) entered into an agreement with the RNVWD for additional assessments to be levied on the property for Supplemental Connections.

**C.** Property owners with Reserve Connections paid a fee of \$2,350 to obtain a Reserve Connection. This fee is non-refundable and shall not be applied to offset any fees required to activate a Reserve Connection.

**D.** Subdivided parcels shall bear all costs of connection to the RNVWD Water Distribution System including service pipelines and appurtenances necessary to deliver water to the residence from the meter, backflow mechanisms at the property line and all related District administration expenses. The work shall be done to RNVWD standards and requirements. The District will not provide any financing for these costs.

**E.** No additional water connections will be available to future subdivided parcels within the RNVWD boundaries unless the District is expanded as described in these Rules.

## **18. RESERVE CONNECTIONS**

**A.** Converting a Reserve Connection to a Developed or Undeveloped Connection requires payment of the Water Right Fee as set forth in Section 8(D) above.

**B.** All monies paid for a Reserve Connection that is not converted into a Developed or Undeveloped Connection on or before February 28, 2016 (fifteen years after the Final Order Date) will be forfeited by the Customer. Sale or transfer of a Reserve Connection does not extend the time period for paying in full the RNVWD connection fee. Reserve

connections not activated by February 28, 2016 will revert back to the ownership of RNVWD for sale or other District use as determined by the Board of Directors.

**19. TRANSFER OF RESERVE OR SUPPLEMENTAL CONNECTIONS**

**A.** A Reserve Connection may be sold to provide water service to other parcels within the RNVWD, subject to approval and written verification of service capacity by the District. Any sale of a Reserve Connection does not extend the 15-year period of the reservation. Sale of a Reserve Connection is subject to the same terms and conditions placed on the original purchaser as stated above. Prior to transferring a Reserve Connection, the seller shall notify the RNVWD of the name and address of the intended purchaser, and shall obtain the buyer's review and approval of financial obligations to the District.

**B.** A Supplemental Connection may be sold to provide water service to other parcels within the RNVWD, subject to approval and written verification of service capacity by the District's engineer and payment of the engineer's review fee. Prior to transferring a Supplemental Connection, the seller shall notify the RNVWD of the name and address of the intended purchaser, and shall obtain the buyer's review and approval of financial obligations to the District. When a Supplemental Connection is sold, the seller may transfer the remaining unpaid portion of the assessment to the property of the owner acquiring the connection provided that 1) the seller is current in payment of the annual assessment with no delinquencies; and 2) the buyer agrees to the placement of the remaining unpaid portion of the assessment on the property to which the connection is being transferred. A fully executed Water Right Connection Transfer Agreement (Exhibit B) must be executed before the transfer is complete. A water right transfer agreement check list (Exhibit C) is available to ensure proper transfer. Exhibits are available upon request from the RNVWD and are on the District website.

**C.** If the connection is being transferred to a parcel outside the boundaries of the RNVWD, that parcel must be annexed by LAFCO into the District prior to completion of the transfer.

**D.** Parcels within RNVWD boundaries, are not required to have either a Developed Connection or an Undeveloped Connection and detachment from the District is not required if a parcel transfers its water right connection(s). If a Reserve Connection or a Supplemental Connection is transferred to a parcel that does not have a Developed or Undeveloped Connection, the Reserve Connection or Supplemental Connection shall be converted to a Developed or Undeveloped Connection at the time of transfer, upon annexation by LAFCO into the District.

**20. TRANSFER OF DEVELOPED OR UNDEVELOPED WATER SERVICE CONNECTIONS**

**A.** A Developed or Undeveloped Connection may be transferred to another parcel within or immediately adjacent to the boundaries of the RNVWD, subject to approval and written verification of service capacity by the District. Prior to transferring a Developed or Undeveloped Connection, the seller shall notify the RNVWD of the name and address of the intended purchaser, and shall obtain the buyer's review and approval of financial obligations to the District. A fully executed Water Right Connection Transfer Agreement must be executed before the transfer is complete. All items on the water service transfer agreement check list must also be satisfied before the transfer is complete. Both forms are available on the RNVWD website.

**B.** If the connection is being transferred to a parcel outside the boundaries of the RNVWD, that parcel must be annexed to the District prior to completion of the transfer.

**C.** The property owners shall bear all costs of improvements necessary to serve the new parcel. Said work shall be done to the RNVWD standards and requirements. No financing for the costs shall be provided by the RNVWD.

**D.** When a Developed or Undeveloped Connection is sold, the seller may transfer the remaining unpaid portion of the assessment to the property of the owner acquiring the connection provided that (1) the seller is current in payment of the annual assessment with no delinquencies, and (2) the buyer agrees to the placement of the remaining unpaid portion of the assessment on the property the connection is being transferred to.

**E.** If the buyer's property is currently not subject to the fire protection assessment, the property owner shall pay upfront the fire protection assessment or agree to the placement of the applicable fire protection assessment on the property prior to the completion of the transfer. If fire protection assessment is to be placed on the property, the property owner shall pay upfront to bring the assessment current and the remaining portion shall be placed on the property.

**F.** If the seller is not current on payments to the RNVWD for monthly operating fees or yearly assessment, the Board of Directors at their discretion may or may not approve the sale. For delinquent seller accounts, the District may require that the seller's proceeds from the sale are assigned to the RNVWD to the extent necessary to pay the delinquent amounts.

## **21. ANNEXATIONS TO THE DISTRICT**

**A.** Outside Parcels that are permitted to connect to the RNVWD Water System shall concurrently annex to the District, and shall pay all associated RNVWD and LAFCO fees and costs related thereto. No financing for the cost of annexing to the RNVWD shall be provided by the District.

**B.** Any annexation to the RNVWD shall comply with the following procedures and requirements:

- (1) Owners of the Outside Parcels seeking annexation shall file a Request for Annexation with the Board of Directors of the District.
- (2) The RNVWD will request an engineering assessment of the annexation request and prepare cost estimates. The owner of the Outside Parcel will pay for this engineering assessment and related District administration costs.
- (3) The RNVWD shall prepare an appropriate environmental impact evaluation for the proposed annexation. Cost of this report, if any, to be paid by the owner of the Outside Parcel.
- (4) The RNVWD shall give notice and hold a public hearing regarding the Request for Annexation. Cost of the notice and hearing and related District Administration will be paid by the owner of the Outside Parcel.
- (5) If the Board approves the Request, it shall file a Resolution of Application with LAFCO (Local Agency Formation Commission) seeking annexation of the Outside Parcel. If the Board disapproves the request, it shall not take further action on the proposal. All costs of the LAFCO application and related District Administration expenses shall be paid by the owner of the Outside Parcel.

## 22. FUNDS CLASSIFICATION

A. **Nonspendable Funds Classification:** Nonspendable Funds are amounts that cannot be spent because they are (a) not in a spendable form or (b) legally or contractually required to be maintained intact. It includes long-term receivables.

B. **Restricted Funds Classification:** Restricted Funds are those financial assets that are restricted by a legal requirement to be maintained. Restrictions may arise from loan agreements, laws or regulations.

C. **Committed Funds Classification:** Committed Funds are those financial assets set aside to be spent only for specific purposes as determined by formal Board action.

D. **Assigned Funds Classification:** Assigned Funds are those financial assets constrained by the District's intent to use for specific purposes, but are neither legally restricted nor committed.

E. **Unassigned Funds Classification:** Unassigned Fund balance is the residual classification for the District's general fund and includes all spendable amounts not contained in any other classification.

Reference the District's Reserve Policy for additional information.

## 23. NOTICES

**A. Notice to Customers.** Notice to a Customer will normally be in writing and, depending on the type of notice, will either be delivered or mailed to the Customer's last known address. It is the responsibility of Customers to provide updated mailing addresses. In emergencies or when circumstances warrant, the RNVWD will endeavor to promptly notify the Customer affected and may make such notification orally, either in person or by telephone and shall follow up with written notification.

- (1) Discontinuance of Service -- The RNVWD shall make a reasonable attempt to contact an adult person on the residential customer's property by telephone or in person at least 24 hours prior to any discontinuance of service, except that, whenever telephone or personal contact cannot be accomplished, the RNVWD shall post in a conspicuous location at the premises, a notice of discontinuance of service at least 48 hours prior to discontinuation of service.
- (2) Courtesy Notice -- The RNVWD may make telephone courtesy calls regarding normal maintenance activities.

**B. Notice from Customers.** A customer may notice the RNVWD by email at: [GM@RNVWD.com](mailto:GM@RNVWD.com), by telephone at: (707) 447-8420, or by letter to the RNVWD, P.O. Box 5097, Vacaville CA 95696.

**24. INFORMATION AVAILABLE FROM RNVWD.** Additional information is available from the RNVWD and may be found at the RNVWD website or by contacting the General Manager:

- (1) Reading Meters: Information about how to read your own meter.
- (2) Water Conservation Information: Information on water saving devices, practices, literature and materials on water conservation.

## 25. CHANGES TO RULES AND REGULATIONS

**A.** These Rules and Regulations may be revised from time by time by the Board of Directors.

**B.** The Board of Directors shall make final interpretations of the Rules and Regulations, and make determinations for circumstances not adequately addressed by these Rules and Regulations.