ORDINANCE 2025-01

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR IRRIGATION SERVICE IN THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District"), County of El Dorado, State of California, as follows:

SECTION 1. Definitions:

a) Acres Managed: Area served by irrigation service.

b) Acres Irrigated: Area served that directly receives or utilizes irrigation supply.

c) Alternate Boxes: Irrigation service connection point that does not allow for measuring of water supplied.

d) Backflow Assembly: Testable device that does not allow reverse flow used to protect potable water supplies from contamination or pollution due to backflow.

e) Ditch Tenders: District staff tasked to operating and maintaining the District's raw water conveyance system.

f) Easement: A continuous 12.5 foot easement on either side of the centerline of a District canal or District raw water conveyance system, to include a total of 25 feet.

g) Ingress/Egress: Legal term referring to entering, leaving, and returning to a property.

h) Irrigation Service Account: A contract with the District that is processed by District staff and approved by the Board of Directors in association with the required annual application.

i) Irrigation Water: Non-potable seasonal water service supplied by the District.

j) Livestock: Domesticated animals raised in an agricultural setting to provide labor and produce diversified products for consumption.

k) Out-of-District: Parcel not with the District service area.

l) Right of Entry: The right of District Ditch Tender to Ingress/Egress onto a real property without committing trespass to operate and maintain the District's raw water conveyance system.

m) Turbulent Water: Chaotic changes in pressure and flow velocity.

SECTION 2. General Conditions:

a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.

b) The District shall not be liable for interruption, shortage, or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby. This would include loss of plant material or other loss related to a lack of water.

c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.

d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers, and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.

e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damage as a result of turbulent water, shortages, excess of water or other causes.

f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use it for a purpose other than that for which it was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities, and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.

g) The District expressly asserts the right to recapture, reuse and resell all waters originating from any point within District Works.

h) District staff and other agents of the District shall have access and right of entry to the Easement and all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys, or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts, and other structures necessary or proper for the measurement and distribution of water. No unauthorized people are allowed on district facilities on private property.

i) No bridges, crossings, pipes, or other structures shall be placed in or over a canal without written permission of the District. Maintenance

of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.

j) No rubbish, garbage, refuse, chemicals, or animal matter from any source may be placed within the Easement or allowed to be emptied into any ditch, canal, or reservoir of the District. This does not include the application of herbicides by the District that have been approved to be applied adjacent to drinking water conveyance systems. Any chemical treatments performed within the Easement by property owners must be approved by District staff.

k) District canals or reservoirs shall not be used for human or animal swimming or bathing. Greenwood Lake, Sweetwater Lake, and Walton Lake may be utilized as stormwater capture reservoirs and thus would not be acceptable for swimming.

l) Livestock or any domesticated animal shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to any livestock or domesticated animals.

m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.

n) Any irrigation customer that is connected to the District's potable water system, a backflow assembly is required to be installed and certified annually by an American Water Work Association (AWWA) backflow prevention assembly tester.

o) No buildings, corrals or other structures, fences, trees, lines, or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of fences and/or gates is not permitted without written approval of the specifications by the General Manager.

p) All District repairs, maintenance, and improvements to the canal shall follow Federal, State, and local regulations.

q) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.

r) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.

s) Amendments: The Board of Directors of the District may at their discretion alter, amend, or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 3. Application for an Irrigation Service Account:

a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.

b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

Priority 1. Applications for Irrigation Service to any parcels that received irrigation service during the immediate past irrigation season, irrespective of whether or not there is an increased or decreased request for water.

Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during any of the previous five (5) irrigation seasons, with further prioritization based on recent active Irrigation Service.

Priority 3. All other applications for Irrigation Service.

c) Competing applications within the same priority level will be determined by public lottery.

d) Applications and priority are specific to the section of ditch the parcel is located near.

e) Notwithstanding the above priority schedule, delinquent accounts will be deferred to Priority 3 for the upcoming irrigation season.

f) Applications for an increase to service will receive Priority 3 status for the requested increase.

g) Applications must in all cases be signed by the holder of title to the property requesting irrigation service. If the property requesting irrigation service is leased, two months of charges must be paid in advance. The landowner of leased property shall be responsible for all charges or assessments.

h) Applications for an Irrigation Service Account to benefit a parcel of land that is not adjacent to the District Works must be accompanied by a legally recorded easement that allows the conveyance of water to the parcel requesting irrigation service. The easement shall grant the

District the right of ingress and egress for inspection, installation, and maintenance purposes.

SECTION 4. Distribution of Water:

a) Historically the irrigation season has been considered from May 1 through September 30 of each year. This constitutes a five-month time period in which irrigation water is delivered. However, the Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by a majority vote. This can include extending, shortening, or adjusting the irrigation season for any reason. District must respond and comply with any state mandates that arise in regard to water use efficiency.

b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer, and the District shall not be liable for any damage to equipment used to provide pressure to the customer.

c) Water is distributed under continuous flow. Water shall be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate. Additionally, any service that does not comply with the continuous flow required could be penalized by the District up to, and including, termination of service. The District will make all reasonable attempts to notify customers of any outages for both emergency and non-emergency purposes.

d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.

e) When interruptions to irrigation service due to failure of the District infrastructure extend beyond three (3) consecutive business days, proportionate adjustments for such water loss will only be made if (a) Customer notification to District is actually received and verified by the District; or (b) District staff had actual knowledge of interruptions to Irrigation Service.

f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.

g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.

i) No more than one parcel shall be served through each Irrigation Service Account. However, consent will be given with the prior written approval of the Board of Directors to allow for multiple properties to utilize one diversion point. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps. Any legal issues that arise between authorized parties as a result of these agreements will be the sole responsibility of the irrigation account holder.

j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system.

k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.

l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including the cost of installation. The District shall approve the location of the measuring device.

m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to tampering or abuse.

o) Alternate Boxes – The Board of Directors shall not approve any new applications for Alternate Boxes.

p) Unusual costs incurred by the District to provide irrigation service shall be paid in full by the applicant or customer. An estimate of the expense shall be approved by the property owner prior to work commencing.

SECTION 5. Charges, Rates and Billings:

a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.

b) Irrigation billings are made bi-monthly (every two months) in advance. All bills for service are due and payable upon receipt and shall be considered delinquent if not paid within one month after the date the bill is issued by the District at which point a 10% penalty will be imposed.

c) All penalties shall be charged as outlined on the billings.

d) Disconnected irrigation service accounts shall pay a fee to re-establish service.

e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount.

f) The District will actively market available water and develop a waitlist to grow Irrigation Service Accounts.

g) Discontinuation of Service for Nonpayment

All charges placed on an individual parcel of land are the responsibility of the Landowner. In accordance with the provisions of Section 16469 et seq. of the Public Utilities Code, delinquent water service charges and/or assessments, together with all imposed penalties, for a parcel of land will be made a lien on the subject real property. The District may refuse to furnish water to any parcel of land if outstanding charges for water or services already furnished or rendered to such land (including any accrued interest and penalties) have not been paid in full by the District's prescribed payment date.

If a bill remains unpaid for at least forty-five (45) days from the billing date, the District may discontinue irrigation water service to the service address.

i. Written Notice to Irrigation Customer

The District will provide notice to the customer of record at least ten (10) business days before discontinuation of irrigation service. The notice shall contain:

1. the name and address of the customer;
2. the amount of the delinquency;

3. the date by which payment must be made to avoid discontinuation of service;
4. the telephone number where the customer may request a payment arrangement or receive additional information from the District.

ii. Posting of Notice at Service Address

If the District receives the written notice returned through the mail as undeliverable and is unable to make contact with the customer or an adult occupying the residence by telephone, the District will make a good faith effort to visit the residence and leave a notice of imminent discontinuation of irrigation service in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice shall include:

1. the name and address of the customer;
2. the amount of the delinquency;
3. the date by which payment must be made to avoid discontinuation of service;
4. the telephone number where the customer may receive additional information from the District.

The District may terminate service for nonpayment of charges. If any service is suspended or terminated in accordance with the procedures prescribed in this Ordinance, neither the Board, the District, nor its officers, agents, or employees, shall be liable for any damage or loss that may occur as a result thereof.

h) Procedures for Returned Checks

i. Notification of Disposition of Returned Check

Upon receipt of a returned check taken as payment of service or other charges, the District will consider the account not paid. The District will make a reasonable, good-faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good-faith effort will be made to visit the residence and leave a notice of termination of service.

Irrigation service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to

redeem a returned check and to pay the returned check charge must be in cash, credit card, or certified funds.

ii. Returned Check for Previously Disconnected Service

In the event a customer tenders a non-negotiable check as payment to restore irrigation water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of irrigation water charges that were subject to discontinuation.

Any customer issuing a non-negotiable check as payment to restore service turned off for nonpayment will be required to pay cash, credit card, or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

i) Restoration of Service

The District will provide customers whose irrigation water service has been discontinued information on how to restore service. Such information shall indicate that the customer may contact the District by telephone or in-person regarding restoration of service. Restoration shall be subject to payment of:

i. any past-due amounts, including applicable interest or penalties;

ii. shut-off fees during the season; of $25 at the District's convenience upon verified proof of payment by District administrative staff;

iii. an end of season lock-off fee of $25 will be applied to all accounts with unpaid balances as of November 1st.

j) Other Remedies

In addition to discontinuation of service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

SECTION 6. Discontinuation of Irrigation Service for Customer Violations

The District reserves the right to discontinue irrigation water service for any violations of District ordinances, rules, or regulations other than nonpayment.

SECTION 7. Additional Irrigation Service Sales

a) The District reserves the right to pursue additional revenue through additional irrigation water sales. This can be done through an extended delivery time frame or by other means. These sales may be limited in availability, service areas, and duration.

SECTION 8. Repeal

a) Upon the effective date of this Ordinance 2025-01 all previously adopted Ordinances pertinent to the Rules and Regulations for Irrigation Service will be superseded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, 04-01, 2005-01, 2023-04 and 2024-01.

SECTION 9. Effective Date

a) That this Ordinance shall become effective thirty (30) days after its adoption and shall be posted and published as required by law.

I HEREBY CERTIFY that the foregoing Ordinance was duly INTRODUCED at a regularly held meeting of the Board of Directors of the Georgetown Divide Public Utility District and was PASSED AND ADOPTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this 8th day of May 2025.

AYES: Saunders, Stovall, Thornbrough, MacDonald and Seaman

NOES: None

ABSENT: None

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Donna Seaman, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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Nicholas Schneider, Clerk, and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2025-01 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the 8th day of May 2025.

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Nicholas Schneider, Clerk, and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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