

# **Rules For the Distribution and Use of Water Within the Patterson Irrigation District**

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REVISED AND ADOPTED BY THE BOARD OF DIRECTORS MAY 22, 2019

## **RULES AND REGULATIONS FOR THE DISTRIBUTION AND USE OF WATER WITHIN THE PATTERSON IRRIGATION DISTRICT**

### **PREAMBLE**

These rules and regulations ("Rules and Regulations") are established pursuant to Water Code Section 22257 to ensure the orderly, efficient, and equitable distribution, use and conservation of the water resources of the District. The District will endeavor to deliver irrigation water in a flexible, timely manner consistent with the physical, operational and safety limits of the delivery system facilities.

### **Section 1: Definitions**

As used herein, the following words, whether or not initially capitalized, shall have the following meanings:

- 1.1 "**Assessment**" means a charge for facilities, maintenance and operations, etc., assessed against all parcels that irrigate and those parcels within District boundaries.
- 1.2 "**Board**" means the Board of Directors of the District.
- 1.3 "**Conduits**" includes canals, laterals, ditches, drains, pipes, measurement,

control and monitoring devices, and all related operational facilities.

1.4 "**Distribution System Operator**" means those employees of the District responsible for the daily operation of the district facilities; otherwise referred to as ditchtenders.

1.5 "**District**" means the PATTERSON IRRIGATION DISTRICT functioning under Irrigation District Laws of the California Water Code.

1.6 "**District Conduits**" mean Conduits owned or leased by the District.

1.7 "**District Facilities**" includes dams, structures, wells, conduits, pumps, motors, pumping plants, reservoirs, and all other facilities of the District.

1.8 "**District Office**" means the main office of the District currently located at 948 Orange Avenue, Patterson, California.

1.9 "**Distribution System Supervisor**" means the Distribution System Supervisor and/or his/her authorized representative.

1.10 "**Irrigable**" means all parcels that irrigate and all those parcels with or without on farm irrigation facilities that could be irrigated by either District supplies or from private wells.

1.11 "**Irrigator**" means the Landowner or tenant of a parcel of land who has the primary responsibility for irrigating the parcel. The term includes the irrigator's officers, employees and agents.

1.12 "**Landowner**" means holder of title or evidence of title to land.

1.13 "**Manager**" means the General Manager of the District.

1.14 "**Tenant**" means a person or entity who leases, rents, or sharecrops land from a Landowner.

1.15 "**Vehicle**" means any motor vehicle, self-propelled vehicle, motorcycle, motorized bicycle, or all-terrain vehicle.

1.16 "**Water Quality Standards**" means the then current water quality standards established by the United States Bureau of Reclamation for discharges into the Upper Delta-Mendota Canal.

## **Section 2: Facilities**

### **2.1 CONTROL OF THE SYSTEM:**

District Facilities are under the exclusive control and management of the Board and its authorized agents, the Manager and the Distribution System Supervisor and no other persons shall have any right to operate or interfere

with District Facilities in any manner.

## **2.2 ACCESS TO LANDS:**

Every District director, employee, or authorized agent or representative shall have free access at all times (including weekends and holidays) to enter any land irrigated with District water for any of the following purposes: (1) inspecting the District Facilities or private irrigation facilities flow of water within such facilities (including measurement), and the use of water on the land; (2) determining the acreage of crops irrigated or to be irrigated; and (3) maintaining, constructing, demolishing, altering, improving, verifying, surveying or operating District Facilities.

## **2.3 ENCROACHMENTS:**

2.3.1 No trees, vines, shrubs, corrals, fences, or any other type of encroachment shall be planted, or placed in, on, over, or across any District Conduits or any District right-of-way unless the District has given specific prior written approval for such encroachment.

2.3.2 Any unauthorized encroachment may be removed by the District at the expense of the encroacher.

2.3.3 Encroachments on an improvement District right-of-way that interferes with the operation or maintenance of that facility may be removed by the District at the expense of the encroacher.

## **2.4 CONSTRUCTION OF IRRIGATION FACILITIES:**

2.4.1 No diverting gates, weirs, structures, or pump intakes shall be constructed or placed in any District Conduits until an application in writing has been made to the Board and permission granted therefore.

2.4.2 All such permitted gates, weirs, structures, or pump intakes shall be at the irrigator's expense, built to current District Construction and Engineering Design Standards as adopted by the Board, and shall become the property of the District upon completion.

## **2.5 CONSTRUCTION OF NON-IRRIGATION FACILITIES:**

2.5.1 No improvements such as buildings, bridges, gates, cross canal pipes, or facilities, etc. shall be constructed or placed in, on, over or across any District Conduits until an application for a Revocable License Agreement or Encroachment Permit has been made to the District and Board authorization is granted therefore. The applicant does not acquire any rights in the District's right-of-way other than those set forth in the Revocable License Agreement or Encroachment Permit.

2.5.2 All such permitted bridges, gates, or other cross canal facilities shall be constructed, erected, installed, and maintained at the irrigator's expense and

built to District Construction and Engineering Design Standards.

### **Section 3: Operation of Irrigation System Facilities**

#### **3.1 LIMITS OF LIABILITY:**

3.1.1 The District will not be liable for damage of any kind or nature resulting directly or indirectly from any private ditch or Conduits or the water flowing therein, or for negligent, wasteful, or other use or handling of water by the users thereof.

3.1.2 The District's responsibility shall absolutely cease when the water leaves the sidegate from a District Conduit onto the irrigator's land or into a private conduit or improvement District Facility.

#### **3.2 CONTROL OF GATES:**

3.2.1 The District's employees have sole right and responsibility to open any sidegate from a District Conduit, and they have the exclusive responsibility to close such gate. The Distribution System Operator may make arrangements with an irrigator allowing the irrigator to operate a sidegate during the period the irrigator is scheduled to receive water.

3.2.2 Any irrigator or group of irrigators may lock their sidegate(s) from the District Facilities with prior written permission of the District.

3.2.3 The District may lock or require an irrigator to seal or remove, at their sole expense, a sidegate, turnout gate, or other valve where service from that facility is no longer desired, required by the irrigator, or is subject to vandalism.

3.2.4 All turnouts from District Facilities shall be gated or have another positive shut-off system easily accessible to the Distribution System Operator within the District right-of-way.

#### **3.3 USE OF CANAL BANK ROADS:**

3.3.1 Use of District canal bank roads and rights-of-way is at the sole risk of the user.

3.3.2 No person shall drive any Vehicle upon any District canal bank road or right-of-way unless such person has received prior written permission from the District to drive upon such road or right-of-way.

3.3.3 The following persons have permission to drive a Vehicle upon a District canal bank road or right-of-way:

3.3.3.1 Any District director, officer, employee, or agent in the discharge of their duties.

3.3.3.2 Private parties actively involved with farming a parcel of land adjacent to the specific District canal bank road or right-of-way, or which require the use of a specific District canal bank road or right-of-way for access to irrigation facilities serving that parcel of land.

3.3.3.3 Any sheriff, police, fire, or public safety personnel on official business.

3.3.3.4 Any District contractor who needs to use a specific District canal bank road or right-of-way to perform work under their contract with the District.

3.3.4 The Manager is authorized to adopt regulations setting forth the procedure for other persons to obtain permission to drive a Vehicle on specific District canal bank roads or rights-of-way.

#### **3.4 INTERFERENCE WITH DISTRICT FACILITIES:**

3.4.1 Any interference with or damage to any District or improvement District Facility, or the banks of any District or improvement District Conduit is prohibited.

3.4.2 Except for authorized District employees, agents and representatives, and persons authorized under these Rules and Regulations, no person shall be permitted to do any of the following:

3.4.2.1 To attach or place any boards, ropes, or any other object to, on or upon any District or improvement District Facility;

3.4.2.2 To place or remove a weir board in a weir or drop;

3.4.2.3 To be on any counter weight, cable, or any parts of an automatic gate;

3.4.2.4 To remove any chain, board, post, or gate placed on or across any canal bank road of the District.

3.4.3 Any interference with or damage to District Facilities by pedestrians, livestock, Vehicles, parking of Vehicles, or obstructions placed thereon is forbidden. Costs for repair of damages to District Facilities shall be borne by the party causing said damage or obstruction.

#### **3.5 PUBLIC USE OF CONDUITS:**

District Conduits shall be used solely for the authorized purposes of the District, including conveying irrigation water for use on land and for conveying drainage water away from the land. The use of District Conduits for any other purpose shall be at the sole risk of the user.

### **3.6 PUMPING FROM CONDUITS:**

3.6.1 All Landowners or Irrigators who pump from District Conduits for the purpose of irrigating lands shall be governed in all respects by the rules and regulations applicable to Landowners under gravity service, except system design flows.

3.6.2 The District shall not be responsible for any trash or debris that may flow or accumulate in the water, or for any interference with or decrease in the operation or capacity of any private pump installations or pipelines.

3.6.3 All Landowners or Irrigators who pump from District Conduits for the purpose of irrigating lands shall be required to install District approved flow meters and maintain them to ensure proper operating conditions at all times.

3.6.4 Pumping directly from open Conduits is prohibited.

### **3.7 DISTRICT DRAINAGE WELLS AND PUMPS:**

3.7.1 The water pumped from any District well shall be subject to all the rules and regulations governing the use of gravity water.

3.7.2 During the non-irrigation season, District pumps are to be operated only with prior authorization of the District.

## **Section 4: Duties of Irrigator**

### **4.1 IRRIGATOR RESPONSIBILITIES:**

4.1.1 When water is made available to an Irrigator by the District's Distribution System Operator, the Irrigator must have a responsible person present, and the land to be irrigated must be properly prepared to efficiently take the water.

4.1.2 From the time delivery of water is commenced to the completion of irrigation, the Irrigator shall, day and night, attend and control the water.

4.1.3 When water is delivered to the Irrigator, the Irrigator shall be responsible for the water at all times after it leaves the District Conduit.

4.1.4 The Irrigator is responsible and liable for any damage caused by the Irrigator's negligence or careless use of water, or the result of failure of the Irrigator to properly operate or maintain any ditch, pipeline, or other facility for which the Irrigator is wholly or partially responsible.

4.1.5 It is the Irrigator's responsibility to close all of the Irrigator's private valves at the end of each irrigation.

4.1.6 It is the Irrigator's responsibility to clear the common facilities by opening stopgates and closing sidegates, unless directed otherwise by rules of

that distribution system.

4.1.7 It is the responsibility of the Irrigator to call to schedule their water order in accordance with Section 6.3, and it is also the Irrigators responsibility to call their Distribution System Operator immediately after the irrigation to report irrigation times on and off. Irrigation time may be estimated by the Distribution System Operator, if the Irrigator does not call in a timely manner.

#### **4.2 WASTE OF WATER:**

4.2.1 All water must be applied efficiently and used in a reasonable and beneficial manner.

4.2.2 No Irrigator shall waste water on roads, vacant land, or land previously irrigated, either willfully, carelessly, or on account of defective or inadequate Conduits or facilities, or inadequately prepare land. No Irrigator shall flood any portion of the land to an unreasonable depth or amount in order to irrigate other portions, or flood across one parcel to irrigate another parcel.

#### **4.3 MAINTENANCE OF FACILITIES:**

4.3.1 All private or improvement District Conduits must be kept free from weeds and other obstructions, be of sufficient capacity, and be properly constructed and maintained to carry the flow of water applied for, without the danger of breaks, overflow, or undue seepage.

4.3.2 In addition to other remedies provided under these Rules and Regulations, the District may require that Conduits be cleaned, repaired and/or reconstructed before water is turned into them.

#### **4.4 CAPACITY OF PRIVATE OR IMPROVEMENT DISTRICT FACILITIES:**

4.4.1 All new private or improvement District Facilities for irrigation purposes shall provide for a gravity flow of not less than five (5) cubic feet per second. A variance from this minimum flow size shall be evaluated by the Manager on a case-by-case basis considering the impacts on the operation of the delivery system.

4.4.2 The Irrigator will be required to install and operate lift pumps to receive water where the District is unable to deliver gravity water.

4.4.3 The location and tie-in of gravity or pump facilities to District Facilities must meet District Construction and Engineering Design Standards and be approved of in writing by the District.

### **Section 5: Distribution System Operator Duties**

#### **5.1 MEASUREMENT OF WATER:**

All measurements of water delivered by the District to Irrigators shall be made by the District at the District sidegate. The District shall maintain records of

the names of each Irrigator, the parcel that each Irrigator has irrigated, the number of acre feet of water used by each parcel, and other such irrigation and operations information as required by the Manager.

## **5.2 INFORMATION TO WATER USERS:**

The Distribution System Operator will provide a service to water users by informing and advising each Irrigator of the anticipated time of water delivery to his parcel of land and the persons water is to be received from and passed on to. The Distribution System Operator will confirm information on flows, sidegate operation, and any special instructions related to the delivery.

## **Section 6: Delivery of Irrigation Water**

### **6.1 WATER ALLOTMENT AND CHARGES:**

6.1.1 Each year the Board shall establish the quantities of water and the charges for each quantity of water, assessments and standby charges, and the beginning and ending dates for the irrigation season.

6.1.2 Pursuant to Water Code Section 22259, the Board may determine that surplus water is available and can be sold for irrigation of lands outside the District boundaries. These above normal water supplies are intermittent and should not be counted on as a firm supply to be delivered every year.

6.1.3 All water charges and other irrigation or drainage related charges shall be due and payable as stated by Board resolution and notices in billing statements. Charges for water delivered are due thirty (30) days from date of invoice. Accounts not paid within forty-five (45) days of invoice date are considered delinquent.

### **6.2 FAILURE TO PAY CHARGES:**

6.2.1 An account is delinquent if not paid within forty-five (45) days after the date of the invoice:

6.2.1.1 water deliveries will be withheld until the account is paid in full (including any accrued interest and penalties).

6.2.1.2 any unpaid balance shall be subject to a 1.5% finance charge compounded every thirty (30) days the account remains delinquent.

6.2.2 If an invoice is not paid within seventy-five (75) days from the invoice date, the account holder and landowner will be notified of an impending lien and that all delinquent charges and assessments, together with any accrued interest and penalties, may be collected in accordance with the procedures specified in Water Code Section 25806.

6.2.3 If an invoice is not paid within ninety (90) days from the invoice date, in addition to all other remedies:



6.2.3.1 A Three Hundred Dollar (\$300.00) lien placement fee will be assessed to the account.

6.2.3.2 An additional fee of Three Hundred Dollars (\$300.00) will be assessed to release the lien.

6.2.3.3 The lien, plus any then applicable penalties and interest, must be satisfied and all other current due amounts must be paid in full prior to release of the lien and re-establishment of water deliveries to the property. If payment to re-establish water deliveries is made by check, water deliveries will not be re-instated until the required funds have cleared the bank.

6.2.4 If an invoice is not paid within three hundred fifty (350) days of the invoice date, in addition to all other remedies:

6.2.4.1 the District will provide the landowner and any account holder with a Notice of Delinquent Sale; and

6.2.4.2 the Board of Directors, by resolution, may direct the District staff to commence with the Delinquency Procedures detailed in Chapter 5 of Division 11 of the California Water Code.

### **6.3 IRRIGATION SERVICE:**

6.3.1 Irrigation water will be provided to the Irrigator on the basis of an arranged demand delivery, "call system", whereby the rate of gravity water delivered, the frequency and the duration of use is requested by the Irrigator.

6.3.2 The Distribution System Operator will endeavor to meet the scheduled time of delivery within the capacity and safety limitations of the District Facilities while maintaining efficient and equitable water distribution between Irrigators. A time limit may be applied to each delivery of water to prevent unreasonable use or waste of water. Delivery of water to parcels not in the original water order may be curtailed to meet previously scheduled deliveries.

6.3.3 To schedule an irrigation, the Irrigator must place an order with the District Office. In the water order, the Irrigator should give a reasonably close estimate for the length of irrigation time the water will be used for each individual parcel intended to be irrigated. The Irrigator will confirm the delivery flow for each parcel with the District Office and Distribution System Operator. The Distribution System Operator, within twenty-four (24) hours of receiving the irrigation request will give the Irrigator an estimate of the date when water will be available, and will later attempt to give the Irrigator at least twelve (12) hours' notice of any change in time of delivery. The Irrigator must have his land ready to receive water when the water request is made. Water will be made available on requested specific dates, if it does not jeopardize service to another customer or operation of the canal system.

### **6.4 REFUSAL OF WATER BY IRRIGATOR:**

6.4.1 If an Irrigator fails or refuses to continuously use the entire head of water normally delivered to him, then the following shall apply:

6.4.1.1 The full amount will be charged to the Irrigator;

6.4.1.2 The Irrigator shall not be entitled to use the unused portion of water at any other time;

6.4.1.3 The Irrigator will be required to reschedule for delivery of water;

6.4.1.4 The Irrigator may not be allowed to reschedule water for a five (5) day period because of repeated refusals of previously scheduled water.

6.4.2 The District will endeavor to utilize canceled water to the benefit of other Irrigators and that portion so utilized will not be charged to the Irrigator described in Section 6.4.1.

#### **6.5 INTERRUPTIONS OF SERVICE:**

When a break occurs in any private or District Facility necessitating an interruption of irrigation service, the Irrigator whose irrigation was interrupted, shall be allowed, when service is restored, to finish irrigating before water is taken from the Irrigator.

#### **6.6 UNAUTHORIZED USE OF WATER:**

6.6.1 Any person who uses the District water without the District's permission may become subject to criminal prosecution and civil liability.

6.6.2 First time use of the District's water without the District's permission shall result in an additional charge, for the water taken, at the rate set by the Board for the unauthorized use of water.

6.6.3 Subsequent taking of water without permission shall result in forfeiture of irrigation water for the remainder of the season and an additional charge, for the water taken, at the rate set by the Board for the unauthorized use of water.

6.6.4 If the District cannot make a reasonable estimation of the water taken, the average irrigation in acre-feet of the parcel irrigated without the District's permission shall be used for assessing the additional charge.

#### **6.7 SERVICE TO PRIVATE OR IMPROVEMENT DISTRICT SYSTEMS:**

Water entitlements of Irrigators who utilize private or improvement District Conduits shall be delivered to the head of these facilities by the Distribution System Operator. It shall be incumbent on the Irrigators to control the actions

of individuals taking water from private or improvement District Conduits.

#### **6.8 TRANSFER OF WATER:**

6.8.1 A Landowner may transfer water from an owned or rented parcel to another parcel which the Landowner owns or rents provided all of the following conditions are met:

6.8.1.1 Both parcels are entitled to receive water;

6.8.1.2 The rented parcel from which water is transferred shows on the District records to have been rented to the same Landowner or Irrigator during the prior year's irrigation season;

6.8.2 All transfers must be approved by the Manager and must be completed by September 1st.

6.8.3 The Landowner may request that the District Office link parcels described in Section 6.8.1 together for the purpose of water transfers. It is the Landowner's responsibility to designate which parcels are to be linked and to inform the District Office of any additions or deletions in the parcels to be linked together.

6.8.4 No individual or entity may transfer water into or out of the District.

6.8.5 Sales of water from private wells between well owners or operators and District water users which involve the use of District Facilities shall not be permitted.

#### **6.9 IRRIGATION OF GARDEN SERVICE AREAS:**

6.9.1 Garden service areas, which are ordinarily parcels each less than two acres in size that are separate or distinct from farm service areas, will be irrigated as a group, where possible, with a standardized rotation irrigation flow consistent with the capacity of the garden service area irrigation facilities.

6.9.2 Deliveries of water to ditches or pipelines for irrigation of garden service areas will be scheduled by the District and may be subject to interruption when it is necessary to minimize waste of water.

#### **6.10 DISCHARGE OF WATER FROM PRIVATE IRRIGATION WELLS INTO DISTRICT FACILITIES:**

6.10.1 No discharge of water from private irrigation wells shall be allowed into District Facilities without prior written approval from the District. Private irrigation well discharge into District Facilities shall be considered by the District only if there is a shortage of District water.

6.10.1.1 A shortage of District water shall be a determination of the Manager, and the usage of the private well shall be subject to a predetermined per acre-foot wheeling charge, adopted and approved

by the Board.

6.10.1.2 The District shall be notified a minimum of twenty-four (24) hours in advance of any intended discharge of a private well into District Facilities.

6.10.1.3 Any well water allowed to be discharged into District Facilities under this section will only be allowed to be distributed in-District without the prior written consent of the Manager, and shall be allowed only in times of shortage and there are no requests for water in-District.

6.10.2 When well owners are not using a well for their purposes and wish to allow the District to lease their well for supplemental supply purposes and the District wishes to lease the well, the District will pay a per acre-foot premium adopted and approved by the Board for the water delivered to the District.

6.10.3 The operation, maintenance and repair of the well will be the responsibility of the owners/operators.

6.10.3.1 The chemical quality of the well water shall be checked by the District, and shall not exceed the Water Quality Standards. No sediment concentration shall be allowed beyond of what is currently within the Main Canal.

6.10.3.2 Water quality testing shall follow the standard well sample protocol and tested every two (2) years, or sooner at the request of the District. The well owner will be allowed to discharge for twenty-four (24) hours prior to any sample being taken. The well owner shall receive credit for the water discharged; however, the well owner shall not turn on their well for credit until the water quality results have been received by the District. The well owner shall bear the costs of the water quality testing, including any rush related expenses.

6.10.4 Private well water exchanges, in which an owner/operator supplies well water for irrigation into District Facilities at one location, in exchange for District water in another location owned or operated by the owner/operator of the well, shall be provided only if the District cannot provide District water to the target location.

## **Section 7: Drainage to District Facilities**

### **7.1 DRAINAGE DISCHARGE TO DISTRICT FACILITIES:**

7.1.1 No discharge is allowed to enter into any District Facility without the prior express written approval of the District.

7.1.2 Use of District Facilities for transportation of animal wastewater is strictly prohibited.

7.1.3 Any person who willfully or negligently allows any discharge to enter any

District Facility without the prior express written approval of the Manager shall be liable for all damages caused by the discharge and the costs of the cleanup of all affected facilities and of all property adversely affected by the discharge.

7.1.4 The District will not deliver water to the land from which the discharge originated until the facilities by which the discharge entered the District Facilities are removed or permanently sealed and all costs associated with the cleanup and damages have been paid by the Landowner.

## **7.2 DRAINAGE PERMIT:**

7.2.1 A written agreement for drainage or discharge, approved by the District, is required to pump, siphon, or drain surplus irrigation water, storm water, waste water, subsurface drainage, or any other water into any District Conduit, Facility or property.

7.2.2 The rate and quantity of drainage into the District Facility is subject to limitations based on the capacity of the facility and the quality of the drainage water. Connections to District Facilities shall be made to District Construction and Engineering Design Standards at the permittee's expense.

7.2.3 If the Manager determines that it is in the best interest of the District, existing field drainage facilities not currently covered by a Revocable License Agreement shall become subject to the same limitations on rate, quantity, or quality as the then current standards for new installations under a permit. The Manager determination shall be on a case-by-case basis unless federal, state or local law requires that all such facilities or discharges be regulated.

## **7.3 DRAINAGE OF WATER:**

Where excessive runoff from lands receiving District water are entering District Facilities, the District may reduce the quantity of water delivered in an effort to reduce the drainage flows, or require the Landowner to install special drainage facilities to regulate the flow back into the District Facilities. The District may also require a Landowner to cease all such runoff into District Facilities whenever necessary for the District's or the public's interest, including, but not limited to, ensuring water quality standards, preventing injury or damage, performing repair or maintenance, or adhering to any and all applicable local, state or federal laws and regulations.

## **Section 8: Water Quality**

### **8.1 WATER QUALITY REQUIREMENTS:**

8.1.1 In addition to any other legally required standard, any discharge of water into District Facilities must meet Water Quality Standards prior to discharge to into the District Facilities.

8.1.2 Dischargers are solely liable and responsible for meeting and complying with all local, state, and federal regulation of water quality for both subsurface and surface drainage and pumping. Dischargers agree to indemnify, defend

and hold harmless the District, its Board, officers, employees and agents against all liability, claims, damages and costs (including reasonable attorneys' fees) relating to the water discharged by a discharger.

8.1.3 New Drainage Systems: Prior to the first discharge of drainage into District Facilities, the District will perform a water quality test on the water to be discharged. All water quality tests performed under this section will be at the expense of the discharger and discharger agrees to reimburse District for such testing.

8.1.3.1 Drainage systems found to be non-compliant will be required to obtain a Variance per section 8.3 prior to commencing discharge into District Facilities.

8.1.4 Existing Drainage Systems: the District will perform water quality tests quarterly or at other intervals at the District's discretion. All water quality tests performed under this section will be at the expense of the discharger and discharger agrees to reimburse District for such testing.

8.1.4.1 Within one (1) month of water quality test, the District will notify the discharger of non-compliance. The discharger will be given thirty (30) days to apply for a variance.

8.1.4.2 Failure to apply for a variance within the thirty (30) day period will result in immediate suspension of discharge privileges.

## 8.2 **VARIANCE PROCESS:**

8.2.1 To apply for a variance, a Discharger must prepare and submit to District a proposed plan of operation, along with the variance application. If land being drained is used for dairy operations or nutrient water is applied to the soil on land subject to subsurface drainage, the grower must also successfully complete the California Dairy Quality Assurance Program, and include the certificate of completion with the variance application.

8.2.2 The objective of the operational plan is to identify all Landowner facility modifications or best management practices necessary to improve the water quality so that the discharges will meet Water Quality Standards within twelve (12) months.

8.2.3 Upon written approval from the Manager, a Discharger will be allowed up to a twelve (12) month variance to bring a non-compliant facility into compliance with Water Quality Standards for discharges. At the sole discretion of the District, the twelve (12) month period may be reduced as a result of new requirements imposed upon the District by any local, state, or federal agency.

8.2.4 Discharger shall physically implement operational changes according to the schedule detailed in the approved plan of operation for the variance to remain in effect.

8.2.5 The District will conduct an annual review to verify compliance with the approved plan of operation and assess the effectiveness of operational changes. Modifications to the original approved plan of operation may be necessary as a result of the annual inspection and shall be implemented by Discharger. Failure to comply with the provisions contained within the approved plan of operation will result in the suspension of discharge to the District Facilities until such time that the plan is brought into compliance as set forth by the District.

8.2.6 The District may, in its sole discretion, accept non-compliant drainage discharges during the variance period provided they do not adversely impact Water Quality Standards or cause other potential injury, which in no event shall obligate District to accept other non-compliant drainage discharges. The District will not re-operate District Facilities to ensure non-compliant discharges meet Water Quality Standards. However, the District can, at its sole discretion, identify methodologies to aid non-compliant discharges in meeting Water Quality Standards, including but not limited to, establishing a rotating block system to cycle available drainage operating times.

8.2.7 In the event that the District concludes that Landowner facility modifications, or suitable best management practices are not available to or being implemented by the discharger to improve the water quality of the discharges, the discharger will not be allowed to discharge into the District Facilities.

8.2.8 If after twenty (12) months discharger's water being released into District Facilities does not meet standards, the discharger must immediately cease discharging of any water into District Facilities.

### **8.3 DELIVERED WATER QUALITY:**

8.3.1 The District does not guarantee that the delivered water will be of any specified condition or quality.

## **Section 9: Irrigation Regulations**

### **9.1 AUTHORITY OF MANAGER TO ADOPT IMPLEMENTING RULES:**

The Manager is authorized to adopt rules to implement or supplement these Rules and Regulations.

### **9.2 VIOLATION OF A MANAGER RULE CONSTITUTES A VIOLATION OF THESE RULES AND REGULATIONS:**

A violation of a manager rule adopted pursuant to Section 9.1 shall constitute a violation of these Rules and Regulations.

## **Section 10: Enforcement of Irrigation Rules and Regulations**

### **10.1 FAILURE TO COMPLY WITH RULES OR REGULATIONS:**

10.1.1 In the event that a Landowner or Irrigator fails or refuses to comply with any of these Rules or Regulations, such violation will be sufficient grounds for terminating delivery of District water to the lands of such Landowner or Irrigator violating the Rules and Regulations in the District's sole discretion.

10.1.2 Failure or refusal of any Landowner or Irrigator to comply with the Rules or Regulations will also be subject to the following fees as set forth in the Fee Schedule below, which has been adopted by the Board:

Fee Schedule	
1st Occurrence	Warning Letter
2nd Occurrence	\$500.00
3rd Occurrence	\$1,000.00
4th <sup>1</sup> Occurrence	\$3,000.00

Note: 1 - Applies to any subsequent occurrence thereafter

10.1.3 An "Occurrence" is defined as any event that is a violation of the Rules and Regulations within a given water year (March 1<sup>st</sup> through February 28<sup>th</sup>) by the Landowner or Irrigator and will not be limited to a per parcel basis but to the accounts of which the Landowner or Irrigator are associated with. Upon the termination of delivery of District water to the Landowner or Irrigator, water shall not be delivered until Landowner or Irrigator is in full compliance with all Rules and Regulations as determined by the District.

#### 10.1.4 Rules Committee

10.1.2.1 To prevent conflict associated with the Manager assessing fees based upon his or her interpretation of the Rules and Regulations applied to accidents and negligence on an Irrigator's part, the Board shall appoint a Rules and Regulations Committee to evaluate violations.

10.1.2.2 At its January and July Board Meetings, the Board shall appoint two (2) Board Members plus an alternate to serve as the Rules and Regulations Committee for the District to review Landowner and Irrigator violations under these Rules and Regulations that are subject to fees. The Rules and Regulations Committee shall meet monthly prior to each Board meeting to review all incidents of the previous month and shall determine if the violations that occurred shall be subject to fees. Such determination by the Rules and Regulations Committee shall be final and payment of fees shall be paid accordingly.

10.1.2.3 In the event one of the two (2) Board Members selected for the Rules and Regulations Committee is being considered for a violation or fee, the alternative shall replace such Board Member to make the determination if the violation that occurred should be subject to fees.

10.1.2.4 The Rules and Regulations Committee will consider all violations and shall approve or reject the recommendation of the



Manager regarding the violations and the fees.

## **10.2 NOTICE AND ORDERS:**

10.2.1 The Manager is authorized to issue a written Notice and Order to any Landowner or Irrigator the Manager determines is in violation of any Rule and Regulations. An oral or written warning may be issued in lieu of a Notice and Order.

10.2.2 The Notice and Order shall contain a brief description of the violation, a statement of the action required by the District to be taken by the Landowner or Irrigator, and an explanation that a written appeal must be filed with the District Office by the Landowner or Irrigator in violation within ten (10) calendar days of the date of service of such Notice and Order or the person waives all rights to a hearing on the matter.

## **10.3 RED TAGS:**

10.3.1 The Manager and his/her duly appointed and authorized District personnel are authorized to immediately terminate the delivery of District water to a parcel under any one of the following circumstances:

10.3.1.1 If the land or irrigation facility in question is in such a condition that could make it immediately dangerous or harmful to any person, to the public, or to any property, including but not limited to the flooding of property;

10.3.1.2 If the Landowner or Irrigator has failed to comply with a prior District Notice and Order or warnings pertaining to the same or similar problem; and

10.3.1.3 Such other circumstances as are described in rules adopted by the Manager.

10.3.2 Notice of an immediate termination of the delivery of District water shall be by service of a Notice and Order with a Red Tag.

10.3.3 When a Red Tag is issued, the Board will be notified at the next Board meeting.

## **10.4 SERVICE OF NOTICE AND ORDERS AND RED TAGS:**

Each Notice and Order and Red Tag shall be served upon the Landowner or Irrigator either personally or by regular mail to each such Landowner or Irrigator at the address indicated in the District's records. Service by mail shall be effective on the date of mailing. The Red Tag may also be posted on the affected land or irrigation facility.

## **10.5 COMPLIANCE WITH NOTICE AND ORDERS AND DECISIONS:**

10.5.1 A Notice and Order becomes final if a written appeal is not filed by the

Landowner or Irrigation within ten (10) calendar days of the date of service of such Notice and Order.

10.5.2 After a Notice and Order has become final, no person to whom any such order or decision is directed shall fail, neglect, or refuse to obey any such order or decision.

10.5.3 If any Landowner or Irrigator refuses or fails to comply with any Final Notice and Order, the District may refuse to furnish water to the land in question and the District may institute any other appropriate action under these Rules and Regulations or applicable law.

10.5.4 Whenever any action or repair required by any Notice and Order is not implemented by Landowner or Irrigator as set forth in the Notice and Order, within seven (7) calendar days after any order or decision has become final or in its sole Discretion the District determines the order action or repair is not being implemented with sufficient diligence by Landowner or Irrigation to enable the order action or repair to be completed within the time established for compliance, the Water Distribution Department Manager may issue a Red Tag if a Red Tag has not already been issued.

#### **10.6 APPEALS OF NOTICE AND ORDERS AND RED TAGS:**

10.6.1 Any Landowner or Irrigator affected by the Notice and Order and or Red Tag may file a written appeal with the District Office.

10.6.2 When a Notice and Order is issued without a Red Tag, a written appeal must be filed by the Landowner or Irrigation within ten (10) calendar days of the date of service of such Notice and Order or the person waives all rights to a hearing on the matter by the Board.

10.6.3 When a Notice and Order is issued with a Red Tag and water delivery is terminated, a written appeal must be filed by the Landowner or Irrigator with the District within ten (10) calendar days of the date of service of such Notice and Order or the person waives all rights to a hearing on the matter.

10.6.4 All appeals shall be heard by the entire Board at the next Regular Board meeting held at least seventy-two (72) hours after the appeal is filed. The decision of the Board on any appeal shall be final.

10.6.4 If the final decision on appeal requires compliance with the Notice and Order or any portion thereof and delivery of water is terminated to the land in question for failure to comply with the Notice and Order, the Landowner or Irrigator must fully comply with the Notice and Order and with all Rules and Regulations before water will be delivered.