

# NORTH YUBA WATER DISTRICT

## IRRIGATION WATER POLICY AND REGULATIONS

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# **NORTH YUBA WATER DISTRICT**

## **IRRIGATION POLICY**

### **SECTION I            INTRODUCTION**

#### **A.        PURPOSE OF REGULATIONS**

These Regulations are adopted to provide for the efficient and useful distribution of irrigation water within the District.

#### **B.        MODIFICATIONS TO REGULATIONS**

These Regulations may be modified, amended or supplemented at any time by Board action. Updates are available by contacting the District Office and are also available on the District's website: [www.nywd.org](http://www.nywd.org).

#### **C.        ENFORCEMENT**

The General Manager shall enforce the provisions of these regulations and will provide explanations and information to the Board and Customers as may be necessary and proper in connection with them. The District Board, General Manager and employees shall not be liable for any damages resulting from the proper enforcement of any or all of these Regulations.

#### **D.        PRIORITY OF POLICY**

This policy shall take precedence over other policies of the District as to the sale, transportation, delivery, and use of irrigation water within the District.

### **SECTION II            DELIVERY OF WATER**

#### **A.        APPLICATION FOR SERVICE**

Notifications will be sent to all Customers on March 1st. Applications shall be made on forms prepared by the District. Delivery of water shall be made upon receipt of completed application and payment in full. Applicants with multiple parcels must file a separate application for each parcel requesting water service. Submission of an application shall constitute an agreement by the Customer to abide by the terms of this policy.

**B. INFORMATION REQUIRED ON APPLICATION**

1. The inclusive parcel numbers of the intended place(s) of delivery, and the gross acreage and legal owner(s) of record of each parcel.
2. The names of all renters, lessors, or other authorized users of the premises who will utilize District water.
3. The identification, description, and location of the measuring device for the service.
4. The intended use(s) of District water, and the acreages or other measure of each such use.
5. The intended methods of irrigation.
6. The total volume (in acre feet) of water requested.
7. The number and types of service connections and volume (in acre feet) to each connection.
8. Crop type and acreage.
9. Copies of any necessary permits, authorizations, or other documentation demonstrating that the crop is grown in accordance with law.

**C. APPLICATION PROCEDURE**

1. DEADLINE

**April 1st** is the deadline for receipt of application and payment; no applications will be accepted after that date.

2. DELIVERY OF APPLICATION

- a) **IN PERSON:** Applications can be delivered to the District Office located at 8691 LaPorte Road, Brownsville, Monday through Friday, 8:00am – 4:30pm.
- b) **BY MAIL:** Applications may be sent via mail to NYWD, P.O Box 299, Brownsville, CA 95919. Must be received by April 1st, regardless of postmark date.

c) PAYMENT METHODS

1. A check may be mailed or delivered in person. Checks returned by a bank unpaid shall be returned to the water user and his or her Water User's District account will be debited for the amount of the check. The District also will impose a return check fee of \$20.00, which shall be added to the Water User's District account balance together with any other bank charges that may be assessed due to the returned check.

2. Credit Cards may be used either online or over the telephone or at the office

**D. PRIVATE FACILITIES**

The District shall not approve or otherwise permit the development of any private mutual undertaking, community system, or other such system which would in any manner have the same or similar effect as the construction or extension of main canals and/or laterals.

**E. SALE OR SUBDIVISION OF PROPERTY**

1. SALE

In the event a parcel is sold, the water allocation shall transfer with the property.

2. SUBDIVISION

For purposes of determining availability of water in the event of subdivision, the amount and availability of water shall not increase nor be divided among subdivided parcels. Water allocation shall pass with the original parcel(s). Delivery shall not be made to newly created parcels, nor shall a Customer transport water to those parcels for use by another property owner.

**F. SERVICE TO NON-CONTIGUOUS PARCELS**

The District is not obligated to grant an application to any non-contiguous parcel. Nor is the District obligated to deliver water to any non-contiguous parcel. As set forth in this Policy, the District's obligation to deliver water to any customer is fulfilled when that volume of water is delivered to the measuring device named on the approved Application.

1. Service to non-contiguous parcels may continue if
  - a) such service is in place on the date this policy is adopted; and
  - b) the conveyance of water from the District's facility is not wasteful or detrimental to the property or rights of others
2. New services to non-contiguous parcels may be established only with approval of the Board, upon a showing that
  - a) such services will not negatively impact existing services; and
  - b) that water will be properly conveyed to the non-contiguous parcel in manner that is not wasteful or detrimental to the property or rights of others.

## **G. SCHEDULE OF DELIVERY**

### **1. CONTINUOUS FLOW BASIS**

It is District policy that irrigation water is served on a continuous flow basis. Delivery on a continuous flow basis means that water is delivered by the District at a uniform rate continually for twenty-four hours each day, 7 days per week during the irrigation season. Customers must accept delivery on this basis.

### **2. SEASON OF USE**

The normal irrigation season commences on April 15th and terminates on October 15th. In order to assure that District facilities are protected from potential damage which might result from unfavorable weather conditions, the season may be shortened. The District shall assume no liability for damages or losses which may be occasioned by the shortening of such normal season of use. In non-emergency situations, the District will endeavor to provide advance notice of any changes to the delivery season.

## **H. LIMITATIONS ON WATER DELIVERY**

The Board's policy is to make the full amount of water requested by each Water User available in each irrigation season to the extent possible. However, the District does not and cannot guarantee full delivery. Water shortages may be caused by drought, changes in state regulations, water system constraints and emergency conditions. The Board has legal authority, when warranted by the circumstances, to allocate the available water supply to District Water Users in the manner most likely to serve the needs of the District as a whole. Each District Customer accepts the possibility of limited delivery as a condition of being a Customer.

The General Manager shall be authorized to institute cutbacks in order to respond to water shortages. Cutbacks in delivery shall be made in stages, as described below. The conditions which will authorize each stage shall be determined by the Board.

### **1. VOLUNTARY CUTBACKS**

The General Manager will attempt to solicit voluntary reductions from Customers to mitigate an anticipated shortfall in delivery.

### **2. SECONDARY CUTBACKS**

If voluntary cutbacks will not result in a supply of water sufficient to meet the remaining needs of the irrigation system, all deliveries in excess of 3 miner's inches may be cut back subject to beneficial use as stated in this Policy and verified by the District.

3. **TERTIARY CUTBACKS**  
All Customers receiving one (1) miner's inch ("mi") or more will be allocated 1 mi for the remainder of the season until the water allocated for irrigation has been depleted.
4. **FINAL CUTBACKS**  
Once irrigation water has been depleted, no allocation is made or guaranteed.

## **I. NON-LIABILITY OF DISTRICT**

The District will exercise reasonable care and diligence to deliver a reliable supply of water to its irrigation Customers. However, the District is not, and will not be, liable for any loss, injury, damage, or inconvenience to any Irrigation Water User caused by shortage, insufficiency, suspension, or discontinuance of water service due to water shortage, storage or distribution facility malfunction, or any other cause whatsoever. All Customers and water users acknowledge that reliance on District water supply and delivery for any purpose, whether commercial or non-commercial, is at the Customer's own risk. Each Irrigation Customer agrees to hold the District and its Directors, Officers, Employees, and Agents free and harmless from liability and damages to any water user caused by such loss, damage, or inconvenience.

## **SECTION III      RATES**

The District shall set rates for irrigation water service by separate ordinance or resolution.

## **SECTION IV      WATER SERVICE**

### **A. CUSTOMER COMPLIANCE**

Each Customer, by applying for or receiving Water Service from the District, agrees to be bound by and to comply with all Regulations of the District, as adopted or amended from time to time by the Board.

### **B. CONTROL OF SYSTEM**

Subject to the policies, rules, and regulations established by the Board, the maintenance and operation of the irrigation system is under the exclusive control of the District Manager, and no other persons, except his assistants or designated employees, shall have any right to interfere in any manner with any canals, conduits, measuring devices or other appurtenances of the irrigation system.

**C. POINT OF RESPONSIBILITY**

The full responsibility and risk for the carriage, handling, use and disposal of District Water shall transfer from the District to the Customer at the downstream side of the service outlet.

**D. SERVICE EQUIPMENT AND DEVICES**

1. **INSTALLATION BY DISTRICT**  
Service installations and measuring devices shall be installed only by the District. There shall be no exceptions whatsoever to this provision.
2. **LOCATION**  
All service connections and measuring devices shall be installed only adjacent to District facilities, and within the right-of-way thereof.
3. **RESPONSIBILITY FOR PAYMENT**  
The applicant shall be responsible for payment of all costs and charges associated with the installation of service connections and measuring devices. Applicant will pay the estimated costs of installation to the District prior to installation. Upon completion of installation an audit will be performed. If the cost exceeded the estimate, the applicant will be billed for the balance due. If the cost is less than estimated, the surplus money will be refunded.

**E. MAINTENANCE AND REPLACEMENT**

1. **CLEANING**  
District personnel shall at the beginning of each season and periodically thereafter, assure that all measuring devices are cleaned sufficiently to ensure an unobstructed and accurately measured flow of water.
2. **REPAIRS**  
Whenever any service connection or measuring device requires repairs of any manner whatsoever or becomes worn, damaged, or otherwise unserviceable, District personnel will make such repairs as necessary. If damage was due to tampering, vandalism, or any other unauthorized action, the party causing the damage will be responsible for repaying the District for the cost of repair.

**F. INSTALLATION OF CUSTOMER FACILITIES**

1. **IRRIGATION SYSTEMS**  
Each Customer, at its own risk and expense, shall furnish, install and operate in good and safe operating condition all equipment and facilities



downstream of the service outlet that may be required for receiving, controlling and using water on the Customer's premises.

2. **LIABILITY FOR CUSTOMER FACILITIES**

The District shall not be responsible for any loss, injury or damage caused by the improper installation of any Customer-owned equipment and facilities, or the negligence or wrongful conduct of the Customer or of any of the Customer's tenants, agents, employees, contractors, licenses, permittees, or invitees related to the installing, operating, maintaining, or repairing of such equipment and facilities. The Customer shall be liable for any damage to District Facilities when such damage is caused by an act of the Customer or any of the Customer's tenants, agents, employees, contractors, licensees, permittees, or invitees. Upon the District's presentation of a bill for such damage, the Customer shall reimburse the District for the costs to repair or replace damaged District Facilities. Failure to pay such a bill shall be grounds for termination of water service and disconnection from the District water system.

3. **PUMPS**

All pumps which are installed into and draft water directly from District facilities shall be removed. All such systems shall be replaced at the Customer's expense with approved service connections or measuring devices and private facilities conforming to these regulations. The use of pumps to directly access District conveyances is forbidden. If pumps are to be used by the Customer, they must be installed after the service box.

**G. ADJUSTMENTS TO DISTRICT FACILITIES**

1. **DISTRICT POLICY**

Adjustments or alterations in District service connections, measuring devices, canals, or other facilities shall be made only by District personnel.

2. **UNAUTHORIZED ADJUSTMENTS OR TAMPERING**

No person shall in any manner adjust, change, disturb or otherwise interfere with any District service connection, measuring device, gate, weir, conduit or other facility, nor shall any person construct any dam or otherwise impede or obstruct the flow of any District waterway.

Whenever such unauthorized adjustments or tampering are caused by a Customer or other bonafide users of water on the affected premises, the District will terminate service to all parcels owned or occupied by the person causing the unauthorized adjustment or tampering.

**H. RIGHTS TO USE DISTRICT WATER**

The District expressly reserves the right to retain, recapture, reuse and resell all waters in District ditches, canals, pipelines, tanks and other facilities, and all return flows from waters

delivered by District to its customers. No user of water delivered by District acquires any proprietary right to such water by reason of such use.

**I. TAKING OF DISTRICT WATER**

Any person or entity who takes any water from any District ditch, canal, pipeline, tank or other facility shall be subject to prosecution pursuant to Penal Code Section 592.

**J. WATER QUALITY**

Irrigation water travels through open canals ditches, and the District cannot guarantee that various foreign objects and substances do not fall into the water from time to time. In addition, all water supplied from canals and conduits is untreated. Untreated water is not intended nor offered for domestic uses, human or livestock consumption, or for raising aquatic life in any form. The District applies herbicides within the District's water system and right-of-ways to control both aquatic and terrestrial vegetation. The District applies only herbicides approved by the state and federal authorities for vegetation control purposes in the manner prescribed on the label. The District does not represent that any water delivered is potable or of a quality suitable for human or animal consumption.

**SECTION V            GENERAL**

**A. COMPLAINTS**

All complaints relating to the District's services should be made by contacting the District in writing addressed to the District's Office, or by telephone (530-692-1463 or 530-675-2567). If you desire to address the Board, you may do so at any public meeting. However, if you wish the Board to discuss your issue or take action, you must request the item be added to an upcoming agenda.

**B. ACCESS TO LAND**

The authorized ditchtenders and other agents of the District shall have free access to the canal system and to all conduits for the purpose of inspection, measurements, surveys, or other necessary purposes of the District, with the right to install, maintain, control and regulate all meters or other measuring devices, gates, turnouts, or other structures necessary or proper for the measurement and distribution of water.

**C. DAMAGE TO WORKS**

Any person who shall cause or permit any damage to any works of the District, or who shall dump any foreign substances, or unauthorized crossings or erect fences on District rights-of-way, shall be liable to the District for all expenses the District incurs in the replacement or repair of District property, or in the removal of unauthorized substances or fences. In addition, any person causing damage to the District's property may be subject to criminal prosecution.

**D. PENALTY FOR VIOLATION**

A refusal to comply with any of these regulations or interference with the proper discharge of duties under them shall be considered good cause by the District for terminating water service to any Customer who commits such a violation. Before taking any action for a violation of these regulations, the District will serve on the Customer a written violation and the action requested by the District to correct it, and permit the Customer a reasonable opportunity to correct the violation.

**E. DELINQUENT CHARGES**

If water charges should become delinquent, the District may at its discretion, do any or all of the following:

1. **SUSPENSION OF SERVICE**

The District may suspend the service of water until the charges are paid. This includes the right to suspend the service of water regardless of the type of crop being irrigated or the use to which the water is being put, and regardless of whether the user thereof is a landowner, tenant or other user. In the event any water charges are unpaid at the end of an irrigation season on any particular land, the District may, at its discretion, refuse to serve water to that land in the following or subsequent seasons, until all such unpaid water charges are paid in full. This shall include the right to refuse service of water although the user of the water for which charges remain unpaid was not the owner of the land, and although the ownership of the land may have changed since the water for which the charges remain unpaid was used.

2. **COLLECTION BY TAX LIEN**

Pursuant to Sections 31701 and 31701.5 of the California Water Code, all delinquent and unpaid charges for water and other services requested in writing by the owner of the property shall be added to, and become a part of, the annual taxes next levied upon the property upon which the water for which the charges are unpaid was used and upon the property subject to the charges for any other District services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.

**F. FIRE PROTECTION**

District water is not intended for fire protection purposes. The District cannot guarantee that District water will be available at a quantity, quality, or pressure suitable for fire protection.

**G. REFUNDS**

Partial refunds for paid water charges may be issued if full delivery was not made by reason of:

1. Voluntary cutbacks
2. Rationing, or
3. Termination or suspension of service through no fault of the Customer

Charges shall not be refundable for:

1. failure on the part of the Customer to take the full amount of water approved in the application
2. service interruptions of less than 15 days for emergencies or maintenance, or
3. termination or suspension of service due to non-payment or any violation of District policies or regulations

The District shall not pay interest for any deposit accounts. The district shall pay no interest on refunds, credit balances carried forward, or for any other reason whatsoever.

## **SECTION VI      WATER USE**

### **A.      BENEFICIAL USE**

All irrigation water shall be put to beneficial use. Beneficial use includes the production of crops and vegetable gardens. For purposes of this Irrigation Policy, “beneficial use” does not include unintended or unauthorized uses, such as domestic or industrial uses, human or animal consumption, or the raising of fish or other aquatic animals or vegetation.

During periods of water shortages, the District may its sole discretion curtail the delivery of water to any ponds, and particularly to those ponds which are used primarily for aesthetic or recreational purposes.

### **B.      SERVICE RESTRICTED TO DESIGNATED PLACE OF USE**

Except with the prior written authorization of the district, no Customer shall use, or permit the use of any water furnished by the District on any premises, or for any purpose other than that specified in the application for the service, nor shall any Customer resell or otherwise provide any water furnished by the District to other parcels or property owners. All water supplied by the District must be used on parcels named in the application.

### **C.      WASTE OF WATER**

It shall be the responsibility of the Customer to assure that all water furnished by the District is used for beneficial purposes, and in a reasonable and efficient manner. The Customer must make every effort to avoid waste, including construction or installation of a reasonably efficient irrigation system which will minimize waste of water. All such systems shall be installed, maintained, and kept clean by the users at no cost to the District. The District may, from time to time, examine such systems, and in the event that such systems are found to be in

disrepair to the extent that waste of water is imminent, delivery of water may be suspended until such conditions are corrected.

## **SECTION VII**      **DEFINITIONS**

**ACRE-FOOT / ACRE-FEET:** Term used in water measurement. By California statute, one acre-foot equals 43,560 cubic feet, 325,851 gallons or the volume of water that will cover one acre to a depth of one foot.

**APPLICANT:** Any person applying for any service provided by the District.

**BOARD :** The elected Board of Director of North Yuba Water District.

**CHARGES:** Includes rates, fees and any charges for services rendered by District.

**CONDUIT:** Includes canals, laterals, ditches, flumes, pipes and appurtenances.

**CONTIGUOUS:** A parcel is “contiguous” with District facilities if it shares a border with District facilities or if District facilities run through the parcel.

**CUSTOMER:** Any Person supplied or entitled to be supplied with water service by the District in accordance with its Regulations and a properly completed application, timely submitted and accepted. Also referred to as “District Customer.”

**DISTRICT:** The North Yuba Water District, a special district formed under the laws of the State of California.

**DISTRICT APPROVAL:** Approved by the Board, or delegated employee, such as the General Manager.

**DISTRICT FACILITY:** Any facility which is owned by the District, including any device or structure used for the storage, transmission, distribution, treatment, or measurement of water.

**GENERAL MANAGER:** An employee and Officer appointed by the Board to direct and oversee the day-to-day operations of the District, or the General Manager’s authorized representative.

**LANDOWNER:** A holder of title to land located within District.

**OPERATE / OPERATIONS:** The activities of NYWD necessary to provide water service, including construction, operation, maintenance, repair and replacement.

**PARCEL:** Shall mean each separate lot or unit of land denominated by the Yuba County Assessor as processing and holding a separate parcel number, under the mapping and numbering systems of the Assessor.

**PERSON:** Any person(s), firm, association, organization, partnership, business trust, corporation, company, or other entity.

**PHYSICAL ENCROACHMENT:** Includes, but is not limited to, structures such as buildings, bridges, culverts, fences, pipelines, underground or overhead wires, roads, landscaping, which either cross, or lie within District property, easements or rights-of-ways, or which are located so close or near to District property, easements or right-of-ways, as to the unreasonably interfere or potentially interfere with District's operation of its facilities or with necessary improvements or reconstruction of its Facilities.

**PREMISES:** Integrated land area including improvements operated under the same ownership and management.

**PRIVATE FACILITY:** Any facility not owned by the District.

**PRIVATE ROAD:** Any road that does not fall under the jurisdiction of a public entity or that is not considered a dedicated public right-of-way.

**REGULATIONS:** Refers to these "Rules and Regulations" and all related ordinances, resolutions and policies adopted by the Board governing the equitable distribution and use of water within District and all other authorized services and actions of the District.

**ROAD MAINTENANCE:** Any work which entails the improvement of the drainage system and/or improvements in the traveling surface of the road.

**SERVICE OUTLET:** The point at which a customer's private pipeline, conveyance system, or irrigation system joins the District's measuring device.

**TIME AND MATERIAL CHARGES:** The term Time and Material Charges, as used in these Regulations, shall indicate a determination of costs based on the actual amount of labor, equipment and materials utilized to perform a specified task, including applicable overhead factors.

**WATER SERVICE:** Includes the availability of water to a premises through District Facilities and any water supplied through such facilities.

**WATER USER:** Any Person who uses water supplied by the District. Also referred to as "District Water User."

WITHIN DISTRICT: All lands lying within the District's boundaries.

**SECTION VIII      EXHIBITS**

- A.      Application**
- B.      Rate Structure**

REVISED 1/16/2014

**Irrigation Policy Amendment**

**Approved 5/25/2017**

Amendment to the irrigation policy fee schedule to include a customer generated call out fee. A fee of \$65.00 per call during normal business hours and \$170.00 per call after hours and weekends will be charged to the customers when staff investigates a customer complaint and finds that no problem exists. However, if a problem with district facilities is found no fee will be charged.