

REGULATING ORDINANCES

AN ORDINANCE PACKAGE ESTABLISHING RATES, RULES & REGULATIONS FOR
WATER SERVICE BY TRINITY COUNTY WATERWORKS DISTRICT NO. 1

THE BOARD OF DIRECTORS OF THE TRINITY COUNTY WATERWORKS DISTRICT
NO. 1, COUNTY OF TRINITY, STATE OF CALIFORNIA, DOES ORDAIN AS
FOLLOWS:

ARTICLE 1 - DEFINITIONS

SECTION 1.1 For the purpose of this Ordinance, the terms used
herein are defined as follows:

a. APPLICANT is the person making application for a permit for a
water installation and shall be the owner of premises to be served by
the water facilities for which a permit is requested, or his
authorized agent.

b. BOARD is the Board of Directors of said District.

c. BUILDING is any structure used for human habitation or place of
business, recreation or other purpose containing water facilities.

d. CONTRACTOR is an individual , firm, corporation, partnership or
association duly licensed by the State of California to perform the
type of work to be done under the permit and shall be the owner or
his agent.

e. COST means the cost of labor, material, transportation,
supervision, engineering and all other necessary overhead expenses.

f. CROSS-CONNECTION means any existing or potential physical
connection between the piping system from the District service and
that of any other water supply that is not or cannot be approved as
safe and potable for human consumption, whereby water from the
unapproved source may be forced or drawn into the District
distribution mains. This section shall agree and conform to Article
II, Section 5, cross connections.

g. DISTRIBUTION MAINS mean water lines in streets, highways, alleys
and easements used for public and private fire protection or for
general distribution of water for irrigation, industrial and
municipal purposes.

h. DISTRICT means the Trinity County Water Works District No. 1.

i. DISTRICT INSPECTOR is the Inspector acting for the Board and

may be a member of the Board, the Manager, the District Engineer or Inspector appointed by the Board.

j. ENGINEER is the Engineer appointed by and acting for the Board, and shall be a Registered Civil Engineer.

k. OWNER means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.

l. PERMIT is any written authorization required pursuant to this or any other rule, regulation or ordinance of the District for the installation of any water works.

m. PERSON is any human being, firm, company, partnership, association, and private, public or municipal corporation, and United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.

n. PREMISES means a lot or parcel or real property under one ownership, except that any separate structure under one roof shall be deemed separate premises. Apartment houses, motels, office buildings and structures of like nature may be classified as single premises.

o. PRIVATE FIRE PROTECTION SERVICE means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefore.

p. PUBLIC FIRE PROTECTION SERVICE means the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

q. REGULAR WATER SERVICE means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore.

r. SERVICE OR SERVICE CONNECTION means the pipeline and appurtenant facilities such as the curb stop, meter and meter box, if any, all used to extend water service from a distribution main to premises. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

s. STREET is any public highway road, street, alleyway, easement or right of way, of permanent vehicular access to district personnel.

t. TEMPORARY WATER SERVICE means water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.

u. WATER DEPARTMENT means the Board of Directors of the District performing functions related to the District water service, together with the General Manager, the Water Superintendent and the Office Manager, and other duly authorized representatives.

v. RIGHT OF WAY means and includes any parcel of land through which a right of way has been granted to the Trinity County Waterworks District No. 1 for any purpose.

w. SUBDIVIDER shall be any person presenting an authorized parcel map with the intent of dividing a specific parcel into two or more parcels.

x. SUBDIVISION shall be any parcel map or subdivision map presented to the district for comment proposing to divide a specific parcel into two or more parcels.

y. TREATMENT FACILITY means the specific encompassed area of the Trinity County Waterworks District No. 1 where actual physical, chemical and bacteriological preparation of the raw water is accomplished.

z. WATER SYSTEM SUBDIVISION shall for this purpose be any parcel map or subdivision map presented to the district for comment proposing to divide one or more specific parcels into two or more parcels with provisions, providing water mains, fire protection and individual services.

ARTICLE 2 - GENERAL PROVISIONS

SECTION 2.1. Rules and Regulations. The following rules and regulations respecting water construction and provision of water and connection to the water supply, storage and distribution facilities of district are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

SECTION 2.2. Purpose. The Ordinance is intended to provide certain minimum standards, provisions and requirements for design, methods of construction and use of materials in water facilities, and water service connections hereafter installed, altered or repaired. This ordinance shall not apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein.

SECTION 2.3. Short Title. This Ordinance shall be known and may be

cited as "TRINITY COUNTY WATERWORKS DISTRICT NO.1 WATER ORDINANCES".

SECTION 2.4. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in singular number shall include the plural number.

SECTION 2.5. Water System. The District will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and distributing of water for public and private uses, including all parts of said system, all appurtenances to it, and lands, easements, rights of way, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

SECTION 2.6. Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure water service conditions or from any interruptions in service.

SECTION 2.7. Maintenance of Water Pressure and Shutting Down for Emergency Repairs. The Board shall not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making repairs, replacements and connections or performing other work in the operation of the water system. Consumers dependent upon a continuous supply should provide emergency storage and/or approved anti-siphon devices.

SECTION 2.8. Tampering With District Property. No one, except an employee or representative of the Board shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of the District's water system, or interfere with meters or their connections, street mains, or other parts of the water system.

SECTION 2.9. Penalty for Violation. For the failure of the customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not here-after been specifically fixed the customer's service shall be discontinued and the water shall not be supplied such customer until he shall have complied with the rule or regulation, rate or charge which he has violated, or, in the event that he cannot comply with said rule or regulation until he shall have satisfied the District that in the future he will comply with all the rules and regulations established by the ordinances of the District and with all rates and charges of this District. In addition, thereto, he will be required to pay the District the current service renewal charge.

SECTION 2.10. Ruling Final. All rulings of the Board shall be final.

SECTION 2.11. Relief on Application. When any person by reason of special circumstances, is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provisions applied to his premises.

If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

SECTION 2.12. Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

SECTION 2.13. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

SECTION

ARTICLE 3 - NOTICES

3.1.1 24hour Disconnect Notices.

a. Residential: Prior to disconnection of service for non-payment an effort will be made to notice the customer that disconnection is eminent. Notice can be by phone call to the number listed on the application for service or on file with the District, or by hand delivery. Regardless of the success of the attempt, a fee as outlined in the District's current rate schedule will be charged for this notice.

b. Commercial and business accounts will be contacted by phone; if contact is not made, District personnel will attempt physical contact with the owner or manager of the business prior to disconnection. Regardless of the type of contact or the success of the attempt, a fee as outlined in the District's current rate schedule will be charged for these notices. Proposed changes

SECTION 10.4. Water Charges. Water charges are due and payable at the office of the District on the date of mailing the bill to the property owner or his agent as designated in the application, and are delinquent ten (10) days after the Post Office cancellation date of the second bill. At that time, service may be discontinued as outlined in Section 11 of these ordinances.

SECTION 3.2. Notices from Customers. Notice from the customer to the District may be given by him or his authorized representative in writing, (1) at the District's operating office, (2) to the Water Superintendent of the District, or (3) to an officer or agent duly authorized by the Board to receive notices or complaints.

ARTICLE 4 - STANDARD DISTRICT SPECIFICATIONS

SECTION 4.1. Design and Construction Standards. Minimum standards for the design and construction of water facilities within the District shall be in accordance with the applicable provisions of the ordinances, rules and regulations and as determined by the District. All specifications and standards shall be in accordance with County, State, and Federal Laws.

SECTION 4.2. As Build. Two complete sets of "as build" drawings showing the actual location of all mains, valves, fire hydrants, house services, meters, if any, and appurtenances shall be filed with the District before final acceptance of work.

SECTION 4.3. Tentative Parcel Map shall be in accordance with Trinity County Subdivision Improvement parcel maps.

SECTION 4.4. Final Map shall be in accordance with Trinity County Subdivision Improvement Standards Final Maps.

ARTICLE 5 - APPLICATION FOR REGULAR WATER SERVICE WHERE NO MAIN EXTENSION REQUIRED

A SECTION 5.1. Application for Water Service Applications for regular water service, where no main extension is required, shall be made upon a form provided by the District, such for to be substantially shown in Exhibit "A", attached hereto and by reference incorporated herein.

SECTION 5.2. Undertaking of Applicant. Such application shall signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to the regular water service and to make payment for water service required.

SECTION 5.3. Payment for Previous Service. An application shall not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.

SECTION 5.4. Installation of Services. Regular water services will be installed at the location approved by the District, or the size determined by the district. Service installation will be made only to property abutting public streets or abutting on such distribution mains as may be constructed in alleys or easements, at the convenience of the District. Services installed in new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the applicant in the installed locations.

SECTION 5.5. Service Connection. Service connections will be installed in accordance with applicable provisions of Article 9.

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE
WHEN MAIN EXTENSION REQUIRED

SECTION 6.0. Application for Water Service. Application for water service when main extension is required, shall be made upon a form provided by the District, such a form to be substantially as shown in Exhibit "A", attached hereto and by reference incorporated herein.

SECTION 6.1. Water Main Extension. Upon receipt of an application for water service, the District shall determine whether a main line extension is necessary. The Board shall consider prospective development and any other matters or judgments the Board determines necessary in making such determination. The judgment of the Board regarding main line extensions shall be final.

The line shall be installed within the boundaries of a dedicated public right-of-way at a location within such right-of-way suitable to the District. If the line must cross private property and only then if there is no reasonable alternative use of public roads, a permanent easement to be a minimum twenty (20) feet wide or more as required by the District for construction and maintenance suitable for recording shall be furnished to the District. If the line is to be extended to include other landowners, an easement will be given to the District at the time of the application approval. No applicant shall be asked to extend the main line beyond the point that adequately serves his own area. The Board may require dedication of any easements it feels are necessary for present and/or prospective future development.

a. GENERAL PROVISIONS AND DEFINITIONS.

I. Applicability:

A. All extensions of distribution mains, from the district's basic production and transmission system or existing distribution system, to serve new customers, except for those specifically excluded below, shall be made under the provisions of this rule. A main extension contract shall be executed by the district and the applicant or applicants for the main extension before the district commences construction work on said extensions or, if constructed by applicant or applicants, before the facilities comprising the main extension are transferred to the District.

B. Extensions, solely for fire hydrant, private fire protection, resale, temporary, standby, or supplemental service shall not be made under this rule.

C. The district may, but will not be required to, make extensions under this rule in easements or rights of way where final grades have not been established, or where street grades have not been brought to those established by public authority. If extensions are made when grades have not been established and there is a reasonable probability that the existing grade will be changed, the district shall require that the applicant or applicants for the main extension deposit, at the time of execution of the main extension agreement, the estimated net cost of relocating, raising or lowering facilities upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, raising or lowering facilities shall be made within ten days after the district has ascertained such actual cost. The net deposit representing actual cost is not subject to refund. The entire deposit related to the proposed relocation, raising or lowering shall be refunded when such displacements are determined to be not required.

D. This provision shall be in agreement with article 17, section 17.4d, divided property.

II. Definitions:

A. A "bona fide customer", for the purposes of this rule, shall be a customer (excluding any customer formerly served at the same location) who has given satisfactory evidence that service will be reasonably permanent to the property which has been improved with a building of permanent nature, and to which service has commenced. The provision of service to a real estate developer or builder, during the construction or development period, shall not establish him as a bona fide customer.

B. A "real estate developer" or "builder", for the purposes of this rule, shall include any individual, association of individuals, partnership, or corporation that divides a parcel of land into two or more portions.

C. The "adjusted construction cost", for the purposes of this rule, shall be reasonable and shall not exceed the costs recorded in conformity with generally accepted water utility accounting practices. If the district at its option, should install facilities with a larger capacity or resulting in a greater footage of extension than required for the service requested, the "adjusted construction cost", for the purposes of this rule, shall be determined by the application of an adjustment factor to actual construction cost of facilities installed. This factor shall be the ratio of estimated cost of required facilities to estimated cost of actual facilities installed.

III. Ownership, Design and Construction of Facilities.

A. Any facilities installed hereunder shall be the sole property of the District.

B. The size, type, quality of materials, and their location shall be specified by the District; and the actual construction shall be done by the District or by a constructing agency acceptable to it.

C. When an extension must comply with an ordinance, regulation, or specification of a public authority, the estimated and adjusted construction costs of said extension shall be based upon the facilities required to comply therewith.

IV. Estimates, Plans and Specifications.

A. Upon request by a potential applicant for a main extension, the District may prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be advanced by said applicant. District may require applicant to prepare such sketch and estimate of costs.

B. Any applicant for a main extension requesting the District to prepare detailed plans, specifications and cost estimates shall be required to deposit with the District an amount equal to the estimated cost of preparation of such material. The District shall upon request, make available within sixty (60) days or such time as is feasible after receipt of the deposit referred to above, such plans, specifications and cost estimates of the proposed main extension. If the extension is to include oversizing of facilities, appropriate details shall be set forth in the plans, specifications and cost estimates including whatever work to be done at District's expense.

C. In the event a main extension contract with the District is executed within One Hundred Eighty (180) days after the District furnishes the detailed plans and specifications, the deposit shall become a part of the advance, and shall be refunded in accordance

with the terms of the main extension contract. If such contract is not so executed, the deposit to cover the cost of preparing plans, specifications and cost estimates shall be forfeited by the applicant for the main extension and the amount of the forfeited deposit shall be credited to the account or accounts to which the expense of preparing said material was charged.

D. When detailed plans, specifications and cost estimates are requested, the applicant for a main extension shall furnish a map to a suitable scale showing the street and lot layouts and, when requested by the District, contours or other indication of the relative elevation of the various parts of the area to be developed. If changes are made subsequent to the presentation of this map by the applicant, and these changes require additional expense in revising plans, specifications and cost estimates, this additional expense shall be borne by applicant, not subject to refund, and the additional expense thus recovered shall be credited to the account or accounts to which the additional expense was charged.

V. Timing and Adjustment of Advances.

A. Unless the applicant for the main extension elects to arrange for the installation of the extension himself or is directed by the District to do so, as permitted by Section c.l.C., the full amount of the required advance or an acceptable surety bond must be provided to the District at the time of execution of the main extension agreement.

B. If the applicant for a main extension posts a surety bond in lieu of cash, such surety bond must be replaced with cash not less than ten (10) calendar days before construction is to commence; provided however, that if special facilities are required primarily for the service requested, the applicant for the extension may be required to deposit sufficient cash to cover the cost of such special facilities before they are ordered by the District.

C. An applicant for a main extension who advances funds shall be provided with a statement of actual construction cost and adjusted construction cost showing in reasonable detail the costs incurred for material, labor, any other direct and indirect costs, overheads, and total costs; or unit costs; or contract costs, whichever are appropriate.

D. Said statement shall be submitted within sixty (60) days after the actual construction costs of the installation have been ascertained by the District. In the event that the actual construction costs for the entire installation shall not have been determined within one hundred twenty (120) days after completion of construction work, a preliminary determination of actual and adjusted construction costs shall be submitted based upon the best available information at that time.

E. Any differences between the adjusted construction costs and the amount advanced shall be shown as a revision of the amount of advance and shall be payable within thirty days of date of submission of statement.

VI. Assignment of Main Extension Contracts.

A. Any contract entered into under Section B and C of this rule, or under similar provisions of former rules, may be assigned, after settlement of adjusted construction costs, after written notice to the District by the holder of said contract as shown by the District's records. Such assignment shall apply only to those refunds which become due more than thirty days after the date of receipt by the District of the notice of assignment. The District shall not be required to make any one refund payment under such contract to more than a single assignee.

B. Extensions to Serve Individuals.

1. The applicant or applicants for such service shall be required to advance to the District, before construction is commenced, the reasonable cost of such extension, exclusive of the cost of service pipes, meter boxes and meters. Such estimated reasonable cost shall be based upon the cost of a main not less than six (6) inches in diameter except where a larger main is required by the special needs of the applicant or applicants. The amount of the advance is subject to adjustment in accordance with the provision of Section a.5.E., of this rule.

C. Extensions to Serve Subdivisions, Tracts, Housing Projects, Industrial Developments or Organized Commercial Districts.

1. Advances.

A. Unless the procedure outlined in Section c.1.C. is followed, an applicant for a main extension to serve a new subdivision, tract, housing project, industrial development or organized commercial district shall be required to advance to the District before construction is commenced, the estimated reasonable cost of the extension to be actually installed, from the nearest district facility at least equal in size or capacity to the main required to serve both the new customers and a reasonable estimate of the potential customers who might be served directly from the main extension without additional extension. The costs of the extension shall include necessary service stubs or service pipes, fittings, gates and housing therefore, and meter boxes, but shall not include meters.

B. If special facilities consisting of items not covered by Section c.1.A. are required for the service requested and, when such

facilities to be installed will supply both the main extension and other parts of the District's system, at least fifty percent (50%) of the design capacity (in gallons, gpm, or other appropriate units) is required to supply the main extension, the cost of such special facilities may be included in the advance, subject to refund, as hereinafter provided, along with refunds of the advance of the cost of the extension facilities described in Section c.1.A. above.

C. In lieu of providing the advances in accordance with Sections c.1.A. and c.1.B., the applicant for a main extension shall be permitted, if qualified in the judgment of the District to construct and install the facilities himself, or arrange for their installation pursuant to competitive bidding procedures initiated by him and limited to qualified bidders. The cost, including the cost of inspection and supervision by the District shall be paid directly by applicant. The applicant shall provide the District with a statement of actual construction costs in reasonable detail. The amount to be treated as an advance subject to refund shall be the lesser of (1) the actual cost or (2) the price quoted in the District's detailed cost estimate. The installation shall be in accordance with the plans and specifications submitted by the District pursuant to Section 6.1.

SECTION 6.2. Completion of Water Main Extension. Upon the completion of the project if the District is satisfied that the completed project complies with the standards set forth, all required easements have been dedicated, the project has been so constructed as to meet the District's specifications and there are no existing liens, water will be delivered. Also, at this time, the completed project, free from all liens and encumbrances, will become the property of the District, provided, however, the District is in possession of materials covered by Sections 4.1, 4.2 and 4.4 of Article 4, where applicant has installed the main extension, applicant shall be responsible for a period of one (1) year for any repairs necessitated by other than acts of God. A bond, cash or time certificate equal to ten percent (10%) of the constructions costs shall be deposited with District and held by District for such one year period to guarantee such repairs.

SECTION 6.3. Reimbursements. Where the cost of the extension has been deposited by or paid for by the property owner as herein before set forth, the District shall thereafter, but for not longer than ten (10) years after the date said extension is originally connected to the District's water system, collect from any water user connecting to such extension that fraction of the cost of such extension, as approved by the District, as the number of front feet or acreage, or combination of the two, held by potential water users along such extension as determined by the District as of the time such extension is connected to the District's water system. Such sums as are thus actually received by the District shall be paid by the District only to the property owner originally installing such extension, but the District shall in no way be obligated to assure that the property

owner making such extension is paid the total cost thereof not to initiate any action or incur any expense to collect any sum to be paid to property owner; nor shall such refund be from any revenues derived from the sale of water. Where different property owners contribute to the making of the extension, such sums shall be refunded to such property owners pro rata according to the amounts which they severally contributed towards the extension and pursuant to the preceding plan.

SECTION 6.4. Service Connections. Service connections will be installed in accordance with applicable provisions of Article 9.

ARTICLE 7 - SUBDIVISIONS

SECTION 7.1. Application. A person desiring to provide a water system within a tract of land to be subdivided shall make written application thereof. Application for regular water service, water system subdivisions, shall be made upon a form provided by the District, such a form shall substantially comply with that known as exhibit "A" attached hereto and by reference incorporated herein.

SECTION 7.2. Contents. The application shall state the number of the tract, the name of the subdivision and its location. It shall be accompanied by a copy of the tentative map and of the plans, profiles and specifications for the street work, water facilities, sanitary and storm sewer work, and fire protection coverage therein.

SECTION 7.3. Investigation. Upon receiving the application, the Water Superintendent shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefor. To assist the Water Superintendent in making said investigation and report, the Board may engage the services of a consulting engineer. The size, type and quality of materials shall be in accordance with the District's Water Distribution System and Hayfork Fire Protection District Standards and Specifications in effect at the time of application.

SECTION 7.4. Specifications and Construction. A person desiring to provide a water system within a tract of land which he proposes to subdivide shall provide plans and specifications therefor which shall be approved by the Water and Fire Districts.

A. Adjustments of any substantial differences between the estimated and actual cost of the preparation of plans and specifications shall be made at or before the final preparation of plans and specifications, and any excess shall be refunded to the subdivider and any shortage will be paid by him to the District.

B. The size, type and quality of materials and location of the lines

shall be specified by the District and the actual construction will be done by the District or by a contractor acceptable to it, supervised and inspected by the District Inspector.

SECTION 7.5. Subdivisions, Tracts or Housing Projects - Deposit. Subdividers will be required to advance to the District one hundred twelve percent (112%) of the estimated cost of the labor and material necessary to install the main lines, valves, service connections within the subdivision. Fire Hydrants shall be so located to meet the specifications and requirements of the Hayfork Fire Protection District.

SECTION 7.6. Adjustment. Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, and any excess shall be refunded to the subdivider and any shortage will be paid by him to the District.

SECTION 7.7. Property of District. All facilities shall be the property of the District and shall be conveyed to the District by a proper instrument in writing at or before the time the facilities are completed and before they are accepted by the District.

SECTION 7.8. Service Connection. The subdivider shall, at his cost, provide and install the necessary service connections to each house or proposed house in the tract, including the pipe line, curb stop, meter box, meter and premises shut-off.

SECTION 7.9. Meters. The applicant shall at the time of application for water service pay the District current connection fees.

SECTION 7.10. Costs and Expenses. All costs and expenses incurred by the District under this Article, including the cost of investigation, inspection, legal and consulting engineer's services, shall be paid to the District by the subdivider prior to approval of the application.

SECTION 7.11. Further Requirements. In granting an application, the Board may make whatever further requirements or establish such conditions as may appear to it to be necessary or desirable.

ARTICLE 8 - GENERAL USE REGULATIONS

SECTION 8.1. Number of Service Per Premises. The applicant may apply for as many services as may be reasonably required for his premises provided that the pipe line system from each service be independent of the others and that they not be interconnected. The cost of all services shall be borne by the applicant. The exception will be an installation for bona fide trailer parks as approved by the Board.

SECTION 8.2. Supply to Separate Structures. Each house or structure

for which the application for water service is hereafter made which fronts on a public street or private road shall have a separate service connection, including a separate meter.

SECTION 8.3. Water Waste. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, seriously affecting the general service, the District may discontinue the service.

SECTION 8.4. Responsibility for Equipment on Customer Premises. All Facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining said facilities on private property. No persons shall place or permit the placement of any object in the manner which will interfere with the free access to a meter box or will interfere with the reading of a meter. The property owner at his own expense shall install and be responsible for a back siphonage device for premises protection. In no way shall the District be responsible for any damage or imposition caused any premises by back siphonage conditions.

SECTION 8.5. Changes in Customer's Equipment. Customers making any material changes in the size, character or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

SECTION 8.6. Damage to Water System Facilities. The customer shall be liable for any damage to the District-owned customer water service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The district shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

SECTION 8.7. Ground Wire Attachment. All persons are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District unless such plumbing is adequately connected to an effective driven ground installation on the premises. The District will hold the customer liable for any damage to its property occasioned by such ground wire attachments.

SECTION 8.8 Cross Connections. The customer must comply with the State and Federal Laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross connections. Backflow protective devices must be of the type and design specified and approved by the State Department of Health Services, installed as near the service as possible and shall be open to test and inspection by the District. Plans for installation of backflow protective devices must be approved by the District prior to installation.

- A. In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection of the backflow preventive devices.
- B. As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by him, at his expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.
- C. Whenever backflow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the District's mains entering such premises, buildings or structures shall be protected by an approved backflow device, regardless of the use of the additional water supply lines.
- D. The double check valve or other approved backflow protection devices may be inspected and tested periodically for water tightness by the District. The devices shall be serviced, overhauled or replaced whenever they are found defective and all costs of repair and maintenance shall be borne by the customer.
- E. The service of water to any premises may be immediately discontinued by the District. The devices shall be serviced, overhauled or replaced whenever they are found defective and all costs of repair and maintenance shall be borne by the customer.

SECTION 8.9 Interruptions in Service. The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the District. Temporary shutdown may be made by the District to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire,

strike, riots, war or any other cause not within its control.

SECTION 8.10. Ingress and Egress. Representatives from the District shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

ARTICLE 9 - METERS AND METERED SERVICE CONNECTIONS

SECTION 9.1. Installation. All services shall be metered. A sum of money, as set forth in the rate schedule, shall be deposited with the District prior to installation of the facilities to pay all or a portion of the cost of said installation. The service connection, whether located on public or private property, is the property of the District, and the District reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service.

SECTION 9.2. Service Connections. The District will furnish and install a service of such size and at such location as the applicant requests, provided such requests are reasonable. The service will be installed from its water distribution main to the curb line or property line of the premises which may abut on the street, on other thoroughfares, or on the District right-of-way or easement. Charges for new services are payable in advance and shall be as follows:

SIZE OF SERVICE	CHARGE
5/8 X 3/4 inch	Current Connection Fee.

For larger services, the applicant will be billed in an amount to be determined by the District.

SECTION 9.3. Meter Installations. Meters will be installed at the curb or within the easement, and shall be owned by the District and installed and removed at its expense after payment of charges established therefor. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on a customer's premises. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees.

SECTION 9.4. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, he will be required to pay for and install a new service at the desired location.

SECTION 9.5. Size and Location. The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. The laying of consumer's pipe line to the curb should not be done until the

location of the service connection has been approved by the Superintendent.

SECTION 9.6. Curb Cock. Every service connection installed by the District shall be equipped with a curb cock or wheel valve. On metered services, the valve is to be on the District's side of the service installation as close as is practicable to the meter location. Such valve or curb cock is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb cock or wheel valve is damaged by the consumer's use to an extent requiring replacement, such replacement shall be at the consumer's expense. There shall be a shut-off valve installed on the customer's side of the meter between the house and the meter for the customer's use at the customer's expense.

SECTION 9.7. Meter Tests - Deposit. All meters will be tested prior to installation and no meter will be installed which registers more than two percent (2%) fast. If a customer desires to have the meter serving his premises tested, he shall first deposit ten dollars (\$10). Should the meter register more than two percent (2%) fast, the deposit will be refunded, but should the meter register less than two percent (2%) fast, the deposit will be retained by the District.

SECTION 9.8. Adjustment for Meter Errors - Fast Meters. If a meter, tested at the request of a customer pursuant to Section 9.7, is found to be more than two percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for the period of six (6) months, whichever shall be the lesser, shall be refunded to the customer.

SECTION 9.9. Adjustment for Meter Errors - Slow Meters. If a meter, tested at the request of a customer pursuant to Section 9.7, is found to be more than twenty-five percent (25%) slow, in the case of domestic service, or more than five percent (5%) slow, for other than domestic services, the District may bill the customer for the amount of undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.

SECTION 9.10. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

SECTION 9.11. Service Use of Meters. This section shall agree and comply with Article 17, Section 17.4C and 17.4D.

ARTICLE 10 - BILLING

SECTION 10.1 Billing Period. The regular billing period will be

monthly or bi-monthly at the option of the District. The District may bill such charges with other charges for services rendered by the District.

SECTION 10.2. Meter Reading. Meters will be read, as nearly as possible on the same day of each month. Billing periods containing less than twenty-seven (27) days or more than thirty-three (33) days, for bills rendered monthly, or less than fifty-four (54) days and more than sixty-six (66) days, for bills rendered by-monthly, will be prorated.

SECTION 10.3. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated both as to minimum charges and quantity blocks. If the total period for which service is rendered is less than a month, the bill shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time of service is discontinued.

SECTION 10.4. Water Charges. Water charges are due and payable at the office of the District on the date of mailing the bill to the property owner or his agent as designated in the application, and are delinquent ten (10) days after the Post Office cancellation date of the second bill. At that time, service may be discontinued as outlined in Section 11 of these ordinances.

SECTION 10.5. Payment of Bills. Bills for metered water service shall be rendered at the end of each billing period. Flat rate service shall be billed in advance. Bills shall be payable on presentation. On each delinquent bill for water service rendered by the District shall be printed substantially the following: "If this bill is not paid within ten (10) days after the Post Office cancellation date of this card, service may be discontinued. A reconnection charge and penalties will be made and collected prior to renewing service following a discontinuance.

SECTION 10.6. Billing of Separate Meters Not Combined. Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made, the meter readings will be combined for billing purposes.

SECTION 10.7. Consumer's Guarantee. The water charge begins when a service connection is installed and the meter is set, unless the water is ordered to be left shut off when the service connection is

ordered to be installed. The customer will deposit a fee of three (3) months minimum. The person signing the guarantee form or meter set form will be held liable for water used until the Board is notified in writing to discontinue service or to transfer the account to another property owner.

SECTION 10.8. Water Used Without Regular Application Being Made. A person taking possession of premises and using water from an active service connection, without having made application to the District for water service, shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notifications to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

SECTION 10.9. Damages Through Leaking Pipes and Fixtures. The Board's jurisdiction and responsibility ends at the meter and the Board will in no case be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes beyond the meter. Only duly authorized employees or agents of the District will be permitted to install a service connection from the District's main to the customer's premises.

SECTION 10.10. Damage to Meters. The Board reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable, however, for any damage to the meter due to his negligence or carelessness and, in particular, for damage caused by hot water or steam from the premises.

ARTICLE 11 - DISCONTINUANCE OF SERVICE

SECTION 11.1. Disconnection for Non-Payment. Service may be discontinued for non-payment of bills on or after the tenth day following the date of Post Office cancellation of the second month's billing. The District will attempt to notice customers prior to disconnection as specified in Section 3 of these ordinances. The failure of the District to notice or any such person to receive a notice shall not affect the District's right to disconnect service.

SECTION 11.2 Charges a Debt. Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount thereof.

SECTION 11.3. Reconnection Charge. A current reconnection charge plus penalties will be made and collected prior to renewing service following a discontinuance.

SECTION 11.4. Unsafe Apparatus. Water Service may be refused or discontinued on any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

SECTION 11.5. Cross-Connection. Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance. This section shall agree and conform to Article 1, Section 1.F cross-connection.

SECTION 11.6. Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.

SECTION 11.7. Non-Compliance With Regulations. Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service.

SECTION 11.8. Upon Vacating Premises. Customers desiring to discontinue service should so notify the district two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

ARTICLE 12 - COLLECTION BY SUIT

SECTION 12.1. Penalty. Rates and charges which are not paid on or before the day of delinquency shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to a further penalty of two percent (2%) per month on the first day of each month following.

SECTION 12.2. Suit. All unpaid rates and charges and penalties herein provided may be collected by suit.

SECTION 12.3. Costs. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

ARTICLE 13 - PUBLIC FIRE PROTECTION

SECTION 13.1. Requirements. Requirements shall be in agreement with any and all ordinances of the Hayfork Fire Protection District and State Fire Code provisions pertaining to fire protection.

SECTION 13.2. Use of Fire Hydrants. Fire hydrants are for use by Trinity Co. Waterworks District or by the Hayfork Fire Protection District. Other parties desiring to use fire hydrants for ANY purpose

must first obtain written permission from the Water District and the Hayfork Fire Protection District-Prior to use and shall operate the hydrant in accordance with instructions issued by the Water District. Any use of water that is not authorized will be prosecuted as a theft of public property. All use of water must be documented on forms supplied by the Water district. All water must be paid for PRIOR to the collection from the hydrants. The fees will be set by appropriate policy at a regular meeting of the board of directors. Unauthorized use of hydrants will be prosecuted according to law. All water sold will be for non-potable use.

SECTION 13.3. Moving of Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires to change the size, type or location of the hydrant, he shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

ARTICLE 14 - PRIVATE FIRE PROTECTION SERVICE

SECTION 14.1. Application. Application for private fire protection shall be made through the Hayfork Fire Protection District.

SECTION 14.2. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

SECTION 14.3. Cost of Installation. All appurtenant facilities and fixtures pertaining to private fire protection shall be the sole financial responsibility of the applicant.

ARTICLE 15 - TEMPORARY SERVICE

SECTION 15.1. Duration of Service. Temporary service connections shall be discontinued and terminated within six (6) months after installation unless an extension of time is granted in writing by the District.

SECTION 15.2. Deposit. The applicant shall deposit in advance, the estimated cost of installing and removing the facilities required to furnish said service exclusive of the cost of salvageable material. Upon discontinuance of service, the actual cost shall be determined and an adjustment made as an additional charge, refund or credit. If service is supplied through a fire hydrant, the applicant shall deposit, in advance, a current deposit and will be charged in accordance with the following rate schedule:

SECTION 15.3. Rates. The rates for regular service shall be increased by fifty percent (50%) for temporary service, except as otherwise provided herein. The minimum charge for water shall be in agreement with current charges.

SECTION 15.4. Installation and Operation. All facilities for temporary service to the customer connection shall be made by the District and shall be operated in accordance with its instructions.

SECTION 15.5. Responsibility for Meters and Installation. The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until forty-eight (48) hours notice in writing has been given to the District that the contractor or other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

SECTION 15.6 Temporary Service From a Fire Hydrant. If temporary service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the proper authority and the District. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose. Refer to Article 13, Section 13.1.

SECTION 15.7. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable by law.

SECTION 15.8. Credit. The applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit in accordance with Article 18 hereunder.

ARTICLE 16 - SPECIAL PROVISIONS

SECTION 16.1. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Water to be used for other than domestic purposes, such as swimming pools and tanks, will be supplied only through a meter and filter system approved by the State Board of Health. All meters, lines, checks, filter and appurtenances are to be furnished and installed by the customer, under the supervision of the Water Superintendent. The system is to be open for inspection by the Water Superintendent at all times. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby.

SECTION 16.2. Responsibility for Equipment. The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves, and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown or non-payment discontinuance.

SECTION 16.3. Service Connections. The service connection extending from the water main to the property line and including the meter, meter box, and curb cock or wheel valve, shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter box shall be installed and maintained by the owner of the property.

ARTICLE 17 - RATES

SECTION 17.1. Rate Schedule. Rates for water service will be those established on the current rate schedule.

SECTION 17.2. Single Service Connection - Multiple Use. Shall be charged according to the meter reading in accordance with the current rate schedule.

SECTION 17.3. Single Service Connection Use. Shall be the responsibility of the property owner.

SECTION 17.4. Domestic, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

- a. Separate Building. Each house or building under separate ownership must be provided with separate service connection.
- b. Single Connection. Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.
- c. Different Owners. A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street, alley, or individual parcel boundary line.

- d. Divided Property. When property provided with a service connection is divided, each service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

SECTION 17.5. Water Meter Installation Fees. Rates pertaining to meter installation fees are here-by adopted and shall remain in force until amended or repealed by the Directors of Trinity County Waterworks District #1.

3/4 x 5/8 Domestic use meter==== \$850.00 plus parts and installation
3/4 x 5/8 Commercial use meter====\$1000.00 plus parts and installation
2" X 2" Commercial use meter====\$1500.00 plus parts and installation

ARTICLE 18 - CREDIT

SECTION 18.1. Establishment and Maintenance. Each applicant for service shall establish and maintain credit to the satisfaction of the District by a cash guarantee deposit as hereinafter provided, or otherwise, before service will be rendered.

SECTION 18.2. Guarantee Deposit. The amount of the deposit required will be equal to four (4) months minimum deposit. No interest will be paid on a guarantee deposit.

SECTION 18.3. Loss of Credit. Any amount due for water service that remains unpaid for ten (10) days after presentation of a bill therefore, during the time the depositor is rendered service, may be deducted from the guarantee deposit and service shall be subject to discontinuance until the deposit is again restored to the original amount plus reconnection fee.

SECTION 18.4. Return of Guarantee Deposit. If the service is discontinued, the deposit will be returned provided all outstanding bills against the consumer for water service have been paid. Any deposit unclaimed within one (1) year will become the property of and be retained by the District.

ARTICLE 19 - TIME OF TAKING EFFECT

SECTION 19.1. These ordinances shall take effect immediately on passage.

WHEREAS the Trinity County Waterworks District has recently completed the Ewing Dam and Reservoir Project, such project to provide a supply of domestic water to that District, as well as a source of recreation, the Trinity County Board of Supervisors does hereby adopt the following regulations concerning the operation of the reservoir and recreation area:

I. USE REGULATIONS

- A. The reservoir, onshore recreation facilities, and recreation area shall be available to the general public for recreational use without regard to race, color, or creed.
- B. The reservoir and picnic area shall be closed to every unauthorized person during the hours from one hour after sunset to one hour before sunrise.
- C. The dam, reservoir, onshore recreation facilities and recreation area shall be operated in compliance with all laws, regulations, orders, and other lawful directives of the State of California and of local agencies pertaining to public health and safety.
- D. No overnight camping shall be permitted.
- E. The number of persons using the recreation facilities and area shall not exceed the number Trinity County Health Department deems proper.

II. GENERAL REGULATION

No persons shall, without permission of the District, within the Ewing Lake Recreation Area:

- A Swim, bathe or engage in any other water-contact sports.
- B. Operate any type of boat or raft.

- C. Molest, injure, kill, or remove any flora or fauna, or disturb its habitat.
- D. Deface anything in any way, including fastening to any object any advertising or inscriptions.
- E. Dig up or remove any natural thing.
- F. Place or leave any trash, except in a receptacle provided for that purpose.
- G. Build a fire any place but in those fireplaces provided for that purpose.
- H. Possess, discharge or set off, over, onto or through
the Ewing Lake Recreation Area any firearms, firecrackers, torpedoes, rockets or other explosives or fireworks.
- I. Permit or allow any domestic animal to be within the Ewing Lake Recreation Area unless the same shall at all the times be under the actual and physical control of the owner or person having custody.
- J. Engage in soliciting, selling or peddling any goods or services or to distribute any circulars.
- K. Clean any fish or leave any fish entrails, or other remains in the lake.

III. VEHICLE USE REGULATIONS

No person shall within the Ewing Lake Recreation Area:

- A. Operate any motor vehicle except upon District roads and parking lots unless otherwise approved by the District.
- B. Park and leave unattended any vehicle in areas other than those designated for parking. Vehicles left unattended in areas not so designated, or in other areas without permission, may be towed away and stored by the District and said removal and storage costs shall be charged to and paid by the owner prior to release.
- C. Operate any motor vehicle without a muffler system conforming to the provisions of the California Vehicle Code.

PENALTIES

Any person who violates any of the provisions of this ordinance is guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than \$500.00 or by imprisonment in the County Jail for not more than six months or by both such fine and imprisonment.

This ordinance shall take effect 30 days after its passage and shall be published at least once in the Weekly Trinity Journal within 15 days after its passage.

TRINITY COUNTY WATERWORKS DISTRICT #1 ORDINANCE NO. 322-A

WHEREAS, This District owns and operates the facilities known as "EWING RESERVOIR", and is thereby charged with the task of providing for safe and reasonable use of the recreation facilities. For the above reasons, The Board of Directors of Trinity County Waterworks District #1 hereby adopts the following ordinance:

It is unlawful for any person to possess or consume any alcoholic beverage at any time upon the grounds of Trinity County Waterworks District #1.

It is unlawful for any person to possess or consume any controlled substance at any time upon the grounds of Trinity County Waterworks District #1.

The grounds of Trinity County Waterworks District #1 is defined as all property of every nature and description owned by Trinity County Waterworks District #1, including but not limited to all land around Ewing Reservoir, the picnic area, any trails, paths, restrooms, parking areas, and access road.

Any person who violates any of the provisions of this Ordinance is guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine or not more than \$500.00 or by imprisonment in the county jail for not more than six months or by both such fine and imprisonment.

This Ordinance shall take effect 30 days after its passage and shall be published at least once in the Weekly Trinity Journal within 15 days after its passage.

TRINITY COUNTY WATERWORKS DISTRICT #1 ORDINANCE NO. 332-B

WHEREAS This District owns and operates the facilities known as "EWING RESERVOIR", and is thereby charged with the task of providing for safe and reasonable use of the recreation facilities. For the above reasons The Board of Directors of Trinity County Waterworks District #1 hereby adopts the following ordinance:

It is unlawful for any person to Ride or Bring a Horse, Mule or Like Animal onto to the grounds of Trinity County Waterworks District #1.

The grounds of Trinity County Waterworks District #1 is defined as all property of every nature and description owned by Trinity County Waterworks District #1, including but not limited to all land around Ewing Reservoir, the picnic area, any trails, paths, restrooms, parking areas, and access road.

Any person who violates any of the provisions of this Ordinance is guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than \$500.00 or by imprisonment in the county jail for not more than six months or by both such fine and imprisonment.

This Ordinance shall take effect 30 days after its passage and shall be published at least once in the Weekly Trinity Journal within 15 days after its passage.

Amended: December 18, 1990