

**RULES AND REGULATIONS
GOVERNING
UNTREATED WATER SERVICE
BY THE ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, ZONE 7**
(Adopted Nov. 16, 2011)

Exhibit A Updated 11-3-14

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SECTION 1: DEFINITIONS

"Allocation Amount" means each Water User's share of Zone 7 Water, as delineated in Exhibit A, and as updated by the General Manager or designee from time to time to reflect changes. Allocation of untreated water is available only through transfer from another Water User's allocation as shown on Exhibit A.

"Application" means formal request submitted on a form to acquire an allocation of Zone 7 water. The purpose of an Application is typically, but not limited to, allocation transfers or change of ownership. Application forms are available from Zone 7.

"Board" means the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7.

"Conduits" means canals, laterals, ditches, drains, flumes, pipes, measurement, and control devices, and all related operational facilities.

"DWR" means the State of California Department of Water Resources.

"General Manager" means the General Manager of Zone 7 or any person designated by the General Manager to perform the acts or to make the determinations permitted or required under these Rules and Regulations to be made by the General Manager.

"Improvement District" means an improvement district formed under the California Water Code.

"Improvement District Facilities" include conduits, pumps, wells, structures, and other facilities owned by an Improvement District.

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

"Measuring Device" means the device used for measuring water, a meter, weir, flume, meter gate, or other standard device.

"Person" means any person, firm, association, organization, partnership, business trust, corporation, or company.

"Point-of-Delivery" means the point at which water moves from DWR/Zone 7 control to private control. This point is typically located past the DWR meter.

"Premises" means the integral property or area, including improvements thereon, to which Zone 7 water service is or is to be provided.

"Private" means any interest belonging to, restricted to, or intended for an individual or group of individuals' benefit.

"Remote Water User" means Water User receiving untreated water service indirectly from Zone 7 by connecting to a Turnout Water User's system.

"Rules and Regulations" means the Rules and Regulations Governing Untreated Water Service, as adopted by the Alameda County Flood Control and Water Conservation District, Zone 7 Board of Directors on **November 16, 2011**, and as subsequently amended from time to time.

"Service Area" means all lands within Zone 7's boundary as it may change from time to time.

"State Contract" means the contract between the DWR and Zone 7 dated November 20, 1961, and any amendments thereto.

"Temporary Untreated Water Rate" means the price per acre-foot charged for temporary water use as established by the Zone 7 Board of Directors. A request for temporary water use is limited to a maximum of six month period and as approved by the General Manager.

"Turnout" means the turnout meter, meter vault and all required appurtenances to deliver or divert Zone 7 Water from the South Bay Aqueduct into facilities owned or controlled by other than Zone 7.

"Turnout Water User" means Water User connected directly to Zone 7 Facilities and/or DWR Water Facilities.

"Untreated Water Rate" means the price per acre-foot of water charged to Turnout Water Users as established by the Zone 7 Board of Directors.

"Water User" means those receiving untreated water from Zone 7 under the Rules and Regulations herein defined. A Water User may be a Turnout Water User or a Remote Water User.

"Zone 7" means the Alameda County Flood Control and Water Conservation District, Zone 7.

"Zone 7 Facilities" includes structures, conduits, pumps, and all other facilities of Zone 7 as identified by records, but do not include Improvement District Facilities.

"Zone 7 Water" means the untreated water allocated to Zone 7 by the DWR, which Zone 7 has the right to store, divert, deliver and/or sell for use.

SECTION 2: FACILITIES

Control & Operation of Facilities

2.1. All Zone 7 Facilities and DWR Facilities are under the exclusive control, direction, and management of authorized Zone 7 personnel and DWR personnel, respectively. At no time shall any unauthorized person, private or public, interfere with, regulate, or control any Zone 7 or DWR Facility.

2.2. Zone 7 shall not be responsible for the conveyance of water among or between any recipient or user thereof from Private facilities, nor shall Zone 7 be liable for water after it leaves the points of delivery to facilities owned by others. Zone 7's liability for water shall cease when the water is diverted into any Private or Improvement District Facility.

2.3. Zone 7 shall not be liable for any nuisance or neglect, wasteful or other use, or handling of water by any recipient or user thereof past the Point-of-Delivery.

2.4. Zone 7 is not a guarantor of service and shall not be liable for any damage any person may suffer as a result of insufficient water, interruptions of service, water fluctuations, quality of water, untimely delivery of water or water not delivered.

2.5. Zone 7 shall not be responsible for operating, maintaining or replacing water distribution facilities not owned by Zone 7. The installation and maintenance of a Zone 7 or DWR owned measuring device on private property or within a portion of a water distribution system not owned by Zone 7 shall not create any obligation on the part of Zone 7 for operation, maintenance, or replacement of any segments of the water distribution system owned by others such as those owned and/or managed by Turnout Water Users.

Turnouts

2.6. Water User shall take water deliveries through existing Turnout Facilities or facilities designed and/or constructed by Zone 7, at its option, in accordance with the delivery capacities requested by Water User.

2.7 A Water User may, upon approval by Zone 7, design and/or construct such facilities, such design and/or construction subject to review and inspection approval by Zone 7 and, if applicable, the DWR. Turnout Water User agrees to pay for all costs incurred by Zone 7 related to the Turnout Facilities including but not limited to construction, design engineering or design review, superintendence, right-of-way and acquisition thereof, inspection, administration and associated overhead costs. Any Turnouts constructed by the Turnout Water User shall thereafter be the property of DWR and/or Zone 7 at the option of DWR and/or Zone 7. Turnout facilities located within DWR, Zone 7 or public right-of-way or facilities indicating DWR or Zone 7 ownership on as-built drawings shall be the only facilities owned by DWR or Zone 7. Facilities on private property shall remain privately owned. The assumption of ownership shall be in writing.

2.8. Turnout facilities shall include the necessary valves, piping, meter and recording equipment, backflow prevention devices, vaults, telemetry equipment and any other appurtenances necessary to meet the standard of DWR and Zone 7. Water User agrees that said Turnout Facilities constructed hereunder shall become and remain the property of Zone 7 and/or DWR. Typically, DWR or Zone 7 ownership includes meter, meter vault, and all appurtenances in the meter vault and upstream of the meter vault. Turnout Water User further agrees to grant Zone 7 and/or DWR the necessary permanent rights-of-way and right of ingress thereto and egress therefrom on and across the lands of Turnout Water User, as determined by Zone 7 and/or DWR, for the purposes of constructing, operating and maintaining said Turnout Facilities. All turnouts from Zone 7 Facilities shall be gated or shall have another positive shutoff system easily accessible to Zone 7 staff within Zone 7 rights-of-way.

2.9. Prior to commencing with the final design of said Turnout Facilities, Turnout Water User shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for completion of said Turnout Facilities. The failure to make a timely deposit shall result in the immediate revocation of permission to construct said Turnout Facilities. Following completion of the construction of said Turnout Facilities, Zone 7 shall submit a statement of billing to Turnout Water User for the actual costs incurred for completion of said Turnout Facilities. Said deposit will be applied to the actual costs incurred by Zone 7 and the appropriate refund or additional billing to Turnout Water User will be made. Turnout Water User agrees to make payment of any such additional billing to Zone 7 within thirty (30) days of submission of said statement. Zone 7 may suspend water deliveries until such payment is made. Turnout Water User, or its representatives, shall have the right, at his or her sole cost, to audit the records of Zone 7 for the purpose of determining the actual costs in order to protect its interests.

2.10. The General Manager has the authority to lock or secure any and all Turnouts from Zone 7 Facilities at any time for violations of the Rules and Regulations. Verbal communication followed by written notification will be provided to the owner of the locked or secured Turnout by the General Manager. The notification shall provide the background and justification for locking or securing the affected Turnout. The

notification shall also outline procedures or conditions that the owner shall complete in order for Zone 7 to remove the lock or security device.

Access by Zone 7

2.11. Upon request and within 72 hours of receipt of request, Zone 7 and its officers, agents, and employees shall be granted access to and across Premises served with Zone 7 Water for any purpose connected with the use and the distribution of Zone 7 Water. Where request for access is denied or not acknowledged by the Landowner or Landowner representative, water delivery may be suspended until the request for access has been granted.

Encroachments

2.12. No trees, buildings, bridges, structures (except for vines, shrubs, corrals, or fences that can readily be removed) or any other type of encroachment shall be planted or placed in, on, over, or across any Zone 7 Facility; or the right-of-way therefor except pursuant to specific written authority of the General Manager. Any such encroachment of an unusual or extraordinary nature shall be approved by the General Manager.

2.13. Any encroachment, authorized or otherwise, in, on, over, under, along, or across any Zone 7 Facility or right-of-way that interferes with the operation or maintenance of said facility may be removed by Zone 7, at the sole expense of the encroacher or adjacent Landowner. Authorization for an encroachment will end if and when said encroachment is determined to be in interference with Zone 7 operations.

SECTION 3: DUTIES OF WATER USERS

Responsibilities

3.1. Water Users shall maintain Private facilities in a manner that is conducive to the reasonable and beneficial use of supplied water. The Water User is responsible for ensuring that all Private facilities are in an acceptable working condition.

3.2. Water Users shall be responsible for the control and distribution of water to their lands at all times after the water is diverted from a Zone 7 Facility. As determined by Zone 7, where control is not appropriately exercised by the Water User, Zone 7 may require that such Water User be present at all times during the use of Zone 7 Water.

3.3. Water Users shall be responsible for closing privately owned valves when they have finished using Zone 7 Water.

3.4. Water Users are responsible for communication with the General Manager or designee concerning any planned or unplanned changes that may occur during the use of Zone 7 Water.

3.5. Water Users are responsible for providing Zone 7 with the most current and accurate contact information including email where available.

3.6. Turnout Water Users shall report to Zone 7 monthly water use amounts, including their own, for each Remote Water User served through the Turnout Water User's facilities on a quarterly basis at the end of April, July, October and December.

3.7 Remote Water Users shall be responsible for making arrangements for conveyance of water from the South Bay Aqueduct Turnout (Turnout) to their lands. The Formal Agreement between a Remote Water User and a Turnout Water User shall reflect and support the implementation of these Rules and Regulations.

Use and Transfer of Water

3.8. All Zone 7 Water must be applied efficiently and used reasonably and beneficially pursuant to any existing or future legislation or judicial determination.

3.9. Any Water User who wastes water on roads, vacant land, or adequately irrigated lands, either willfully, carelessly, or on account of defective or inadequate conduits or facilities, or inadequately prepared land, or who floods a portion of the land to an unreasonable depth or amount in order to irrigate other portions, or floods across one parcel to irrigate another parcel, may be refused Zone 7 Water until such conditions are remedied.

3.10. A Water User's right to Zone 7 Water pursuant to these rules is not a property interest. Such use is limited to the use of such water on the parcel or parcels of land described in the Application, unless transfer of such right has been requested in writing by Water User and approved in writing by the General Manager.

3.11. Zone 7 will not automatically transfer water from one Water User to another resulting from a change in ownership or lease of land. However, a Water User(s) may transfer some or all of his or her Allocation Amount to another willing Water User within the Service Area upon request submitted on a form provided by Zone 7 and approved in writing by the General Manager.

3.12. Water shall not be used on lands outside of the Service Area except where agreed upon through a written agreement between the Water User and Zone 7.

Charges

3.13. On each calendar month, Zone 7 shall send an invoice to the Turnout Water User for charges comprising the amount of water delivered as determined by

Zone 7 multiplied by the Untreated Water Rate as established by the Board, and related fees. All water charges and related fees shall be due and payable upon receipt of the invoice.

3.14. Unpaid invoices become delinquent 30 days after the date of the invoice. All delinquent payments and penalties shall bear interest charges at the rate of 12% per year.

3.15. The Turnout Water User shall be responsible for all charges for the total water delivered to their system, including water delivered for his or her own use and water delivered for Remote Water Users. Zone 7 shall not invoice Remote Water Users for any Zone 7 Water, which will be done by the delivering Turnout Water User per agreements between Turnout Water Users and Remote Water Users.

3.16. In the event that a Turnout Water User is delinquent in the payment for more than 90 days, Zone 7 reserves the right to enforce payment of delinquent water charges and penalties through any and all of the following methods: (a) refuse or discontinue water service; (b) require full payment in advance of the estimated annual charges for future service; and (c) take action to collect the unpaid charges and penalties. The Turnout Water User shall reimburse Zone 7 for any expenses incurred, including attorney fees, in collecting amounts due to Zone 7. Zone 7 shall not be responsible for any indirect impacts such actions may have on Remote Water Users.

3.17. Zone 7 reserves the right to assess an over-use penalty to Water Users who exceed their Allocation Amount by more than 10% in two (2) consecutive years. Said penalty will be determined as volume used over the Allocation Amount multiplied by the difference between the Temporary Untreated water rate and Untreated Water rate as set by the Board. Continued exceedence of a Water User's Allocation Amount may result in additional penalties, including but not limited to suspension of water service.

SECTION 4: DISTRIBUTION OF WATER

Allocations & Entitlements

4.1. Zone 7 shall exercise reasonable diligence to furnish a continuous and adequate supply of water to its Water Users and avoid any shortage or interruption of delivery thereof. However, Zone 7 does not control the operation of the South Bay Aqueduct and cannot guarantee a full supply completely exempt from interruption(s). When, for any reason, Zone 7 is unable to deliver the full supply of water required by the Water User, such supply as can be delivered shall be prorated utilizing Exhibit-A until such time as delivery of a full supply can be restored.

4.2. The General Manager shall determine and has the authority to apportion water to Water Users according to the allocation in Exhibit-A during water shortages.

4.3. Zone 7 does not guarantee that delivered water will be of any specified condition or quality. Such water shall be without treatment of any kind.

Application & Scheduling

4.4. At the time of submitting an Application, and prior to August 1 of each year thereafter, the Water Users shall submit to Zone 7 a preliminary delivery schedule on a form provided by Zone 7 indicating the quantity of water required from Zone 7 during each month of the succeeding five (5) calendar years. The annual amount requested for any calendar year shall not exceed the Allocation Amount. Zone 7 will review said delivery schedule and make such modifications as may be necessary to enable Zone 7 to make deliveries consistent with all water service obligations of Zone 7 and will thus determine an approved delivery schedule for the applicant for each month of the succeeding calendar year. Zone 7 reserves the right to request delivery schedules at intervals other than annual.

4.5. Unless formally advised by Water User to the contrary, it shall be assumed that Water User will use the most current year's delivery amount each year. Zone 7 shall make every effort to provide said amount of water on a demand basis as requested by Water User but does not assume any obligation if it is unable to do so. Zone 7's delivery capability is limited in the month or months of maximum demand by the capacity of the Zone 7 Facilities and such limitations shall be considered in meeting Water User's request.

Measurement

4.6. A DWR measuring device shall measure the amount of Zone 7 Water delivered to Turnout Water Users at the Point-of-Delivery.

Refusal of Service

4.7. In the event that the Water User fails to take delivery of any portion of the quantities of water set forth in the approved delivery schedule, then the Water User shall pay all costs incurred by Zone 7, if any, as a result of such failure to take delivery, provided that Zone 7 shall make reasonable efforts to make beneficial use of such undelivered water to minimize the cost to the Water User.

Unauthorized Use of Water

4.8. Any person who uses Zone 7 Water without Zone 7's express written permission may become subject to criminal prosecution and/or civil liability under Penal Code Sections 498 and 592.

4.9. Use of Zone 7 Water without Zone 7's express written permission may result in forfeiture of the Landowner's and/or Water User's right to receive water.

SECTION 5: LIABILITY

Zone 7 Liability

5.1. Zone 7 shall not be liable for any damage resulting directly or indirectly from any negligent, wasteful, careless, or other use of handling of Zone 7 Water by Water Users.

5.2. Nothing in these rules shall be construed as an assumption of liability on the part of Zone 7, its Directors, officers, or employees for any damage occasioned by the use of Zone 7 Water or for failure to enforce any of the provisions of these rules.

5.3. All Water Users shall hold Zone 7 and its officers and employees free and harmless from liabilities and damages that may occur as a result of water quality, shortages and interruptions in service.

5.4. Zone 7 sells water as a commodity only and not as a guaranteed service and shall not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver water or delay in doing so.

5.5. Pumping by consumers of Zone 7 Water is done at the consumer's risk and Zone 7 assumes no liability for damage to pumping equipment or other damage as a result of corrosion, turbulent flow or shortage or excess of water or other causes.

5.6. Zone 7 assumes no liability for damages to persons or property occasioned through defective works. Zone 7 Water shall not be used for potable purposes. Zone 7 Water is not intended to provide protection from fires or other threats.

Water User Liability

5.7. Each Water User shall be responsible to Zone 7 and to third parties for all damage caused by his or her neglect or malicious or careless acts.

5.8. It is the duty of each Water User to regulate and control the water delivered to his or her land so as to avoid damage to Zone 7 or third persons. It shall also be incumbent on Water Users to control the actions of individuals taking water from Private Conduits.

5.9. The Water User is responsible and liable for any damage caused by his or her negligence or careless use of water, or the result or failure of the Water User to properly operate or maintain any ditch, pipeline, or other facility for which the Water User is wholly or partially responsible.

5.10. Neither Zone 7 nor any of its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water delivered to

Water User by Zone 7 after such water has passed the Turnout facilities and Water User shall indemnify and hold harmless Zone 7 and its officers, agents and employees from any claim of damages resulting from the provision of water herein.

SECTION 6: ENFORCEMENT OF RULES & REGULATIONS

General

6.1. These Rules and Regulations shall supplant and supersede Zone 7 Board of Directors Resolution No. 159 and any contracts between Zone 7 and others for the provision of untreated water, pursuant to Standard Conditions for Untreated Water Service, Section A.3. All existing contracts for untreated water shall be honored by Zone 7 until their expiration, but shall be subject to these Rules and Regulations and not be renewed. The amount of untreated water allocated to Water Users as shown in Exhibit A and any updates to Exhibit A to reflect approved allocation transfers, shall be honored by Zone 7 through the term of the State Contract.

6.2. All Water Users, by applying for or receiving untreated water service from Zone 7, agree to be bound by and to comply with these Rules and Regulations, as adopted and amended from time to time by the Board.

6.3. All Zone 7 employees are charged with enforcing these Rules and Regulations as established by Zone 7.

6.4. The General Manager shall be primarily responsible for the enforcement of these Rules and Regulations. Failure of a Water User to comply with any of these Rules and Regulations shall be sufficient cause for termination of water service, and water service shall not again be furnished to such Water User until full compliance has been made with all the requirements as herein set forth; provided, however, that the Water User shall in no way be relieved of any responsibility for payment of any charges or obligations by reason of such termination of water service. In no event shall any liability accrue against Zone 7 or any of its officers, agents or employees, for damage, direct or indirect, arising from such termination of water service.

6.5. The terms of these Rules and Regulations are subject to the provisions of the State Contract. All water and water rights belonging to the State through Zone 7 have been dedicated and set apart for the uses and purposes of Zone 7. No purchaser of water from Zone 7 shall acquire any proprietary right therein or any right to resell such water, or to use it on Premises or for a purpose other than stated in the written Application to Zone 7 for untreated water service and as approved by Zone 7.

6.6. No Water User receiving Zone 7 Water acquires a proprietary right thereto by reason of use. No Water User acquires a right to use it for a purpose or on Premises other than specified in the Application and as approved by Zone 7.

Failure to Comply with Rules & Regulations

6.7. Failure or refusal of any Water User to comply with these Rules and Regulations may be sufficient cause for curtailment or termination of delivery of Zone 7 Water.

6.8. Interference by any Water User with a Zone 7 employee, agent or official in the course of their assigned duties may be sufficient cause for curtailment or termination of delivery of Zone 7 Water to any and all lands of such Water User.

6.9. Zone 7 reserves the right to suspend or discontinue the delivery of Zone 7 Water supplied to any parcel of land if the condition of the land or irrigation facility presents an immediate danger to any person, to the general public, or to any property, including, but not limited to, the flooding of property.

6.10. Compliance with each and all of these Rules shall be a condition precedent to the delivery of water to any Water User. The Board of Directors retains the authority to rule in all instances that are not specifically contained in these Rules and Regulations.

Hearing and Appeal

6.11. At least ten (10) business days before termination of water service as provided in these Rules is to be effected, a Water User shall be provided written notice of such termination and advised of the opportunity and procedure to discuss the reason for termination of service with the General Manager, or other employee designated by the General Manager who shall be empowered to review disputed bills, rectify errors, and settle controversies pertaining to termination of service.

6.12. In the event that the Water User disagrees with the decision of the General Manager or the General Manager's designee in administering the Rules and Regulations, Water User shall then have the right to appeal to the Board. Such appeal must be made within five (5) business days after written notice of the General Manager's or the designee's decision. Appeals must be submitted in writing and shall specifically set forth the decision being appealed and the reasons for the appeal. Appeals received ten business days prior to the next regular meeting of the Board shall be considered at the next regular meeting of the Board, but the Board may, in its discretion, consider an appeal at an earlier or later meeting.

6.13. Termination of water service shall be stayed until the time for filing an appeal with the Board has expired. In the event that such an appeal is filed with the Board, termination of water service shall be stayed until the Board has ruled on the appeal. Water delivery that has been curtailed or suspended shall be restored upon full compliance with these Rules and Regulations.

Attorney Fees and Costs

6.14. In the event litigation results concerning the enforcement of any portion of these Rules and Regulations or the payment of any charges to Zone 7, the prevailing party shall be entitled to recover from the losing party any attorney's fees and other legal costs as part of its costs.

Zone 7 Water Agency
Untreated Water User
Allocation Amounts
(Acre-Feet/Calendar Year)

Exhibit A

No.	WATER USER	ALLOCATION AMOUNT
1	ABBOUD	7
2	AGUIRRE	11
3	ALAMEDA CO	10
4	ALTAMONT LANDFILL**	328
5	ARCIS**	1418
6	ARROYO/AERO	17
7	ARROYO/AERO 2	65
8	BEEBE	20
9	BRYSON	4
10	BURKHART	20
11	CAIRES	5
12	CARTER	2
13	CLARK	10
14	COBURN	6
15	CORBETT (Greenville)**	283
16	CORBETT (Hansen Rd)	41
17	CORBETT(REUSS)	100
18	CROHARE	52
19	DAVEY	7
20	FRYDENDAL-MERV	4
21	GALLES	4
22	GREIST	10
23	GUTIERREZ	11
24	HARRIS	18
25	HEINEMAN	8
26	HERIGSTAD	1
27	IBSEN	24
28	IRWIN	5
29	ISING	200
30	JAEGEL	41
31	KALTHOFF	57
32	KENT	20
33	KIRKEWOOG	2
34	KURTZER	14
35	LARPD	52
36	LIVERMORE**	185
37	LUNN	3
38	LYNCH	4
39	MAIER	20
40	MALAKOFF	21

No.	WATER USER	ALLOCATION AMOUNT
41	McGRAIL	20
42	MEEKER	10
43	MICU**	90
44	MILLER	6
45	MOLINARO/ARACNE	4
46	MORGAN	25
47	MUSCO	16
48	NARDOLILLO	11
49	NISSAN-LAIDLEY	22
50	OTT	11
51	PERRY	11
52	POPPY RIDGE	800
53	PRUETT	25
54	QIN	10
55	RAO	18
56	RIOS	31
57	RIOS 2	27
58	RODRIGUE	5
59	RUPPERT	3
60	SCARLET BEAR	131
61	SCARLET BEAR 2	48
62	SCOTT	5
63	SHANNON	6
64	SHEARER	3
65	SIGNATURE - CLAMP	185
66	SMITH	3
67	STADLER	13
68	STRATMAN	7
69	TARANTINO	34
70	TAYLOR	25
71	TOY	26
72	VOEGELI	13
73	VOLKMAN	14
74	WENTE**	2737
75	WENTE @ R. HILL	300
76	WINE GROUP**	250
77	WISNER	67
78	ZIGANTI	7

TOTAL	8,129
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** Denotes a Turnout Water User

Denotes a change since last update

Approved by:

General Manager

Date

11/3/14

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

RESOLUTION NO 11-4137

INTRODUCED BY DIRECTOR QUIGLEY
SECONDED BY DIRECTOR PALMER

Rules and Regulations Governing Untreated Water Service

WHEREAS, Zone 7 currently has 72 separate untreated water contracts and the majority of these contracts will expire on December 31, 2011; and

WHEREAS, of the 72 untreated water contracts, Zone 7 directly delivers water to only seven turnout water users and directly invoices only those seven turnout water users who in turn, deliver water to and invoice the remaining 65 remote water users; and

WHEREAS, Zone 7 seeks to update the program administration process to accurately reflect its actual relationship with the untreated water users and to efficiently administer the untreated water program; and

WHEREAS, Zone 7 staff in collaboration with the untreated water users has developed the Rules and Regulations to replace the existing contracts as they expire.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby adopt the attached Rules and Regulations Governing Untreated Water Service by the Alameda County Flood Control and Water Conservation District, Zone 7;

BE IT FURTHER RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to implement the Rules and Regulations Governing Untreated Water Service.

ADOPTED BY THE FOLLOWING VOTE:

AYES: DIRECTORS FIGUERS, GRECI, MACHAEVICH, MOORE, PALMER, QUIGLEY

NOES: NONE

ABSENT: DIRECTOR STEVENS

ABSTAIN: NONE

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on

November 16, 2011

By

S. Figuer

President, Board of Directors