

# **BYLAWS, RULES & REGULATIONS**

## **Upper Columbia Irrigation District**

### **ARTICLE**

#### **PREAMBLE**

The Upper Columbia Irrigation District ("District") operates as authorized by the laws of the state of Washington. The Board of Directors ("Board") of the District, as authorized by RCW 87.03.115, has established equitable bylaws, rules and regulations for the governance and management of the District and for the equitable distribution of water to lands served by the District. A copy of the current bylaws, rules and regulations of the District remains in the District's office for review during the District's regular office hours.

### **ARTICLE II**

#### **OFFICE LOCATION AND HOURS**

The office and principal place of business of the District is located at 3300 8<sup>th</sup> Street SE, East Wenatchee, WA 98802. Office hours are 8:00 a.m. to 4:30 p.m. Monday through Thursday and 8:00 a.m. to noon Friday excluding holidays. During irrigation season, District employees remain on call for emergencies 24 hours a day.

### **ARTICLE III**

#### **OFFICERS & EMPLOYEES**

The District's Board consists of five (5) directors. The directors in compliance with RCW 87.03.115 shall elect from their number a President and shall appoint a Secretary and such other officers as they deem necessary and appropriate.

The Board shall, by resolution and in compliance with RCW 87.03.460(1), fix the salaries and wages of all employees and establish any other benefits such as vacation, sick leave, etc.

### **ARTICLE IV**

#### **MANAGER, POWERS & DUTIES**

The Board will appoint a Manager who as chief administrative officer shall be responsible to the Board for the efficient administration of the operations of the District.

The Manager will do all things necessary to carry out and execute the policies and directives of the Board; keep the Board fully advised as to the financial condition and

needs of the District; properly supervise all employees under his direction; supervise the distribution of irrigation water in compliance with by-laws, rules and regulations that the Board establishes; and perform the other duties that the Board directs.

The Manager will hire necessary to conduct the operations of the District and have authority to discharge employees. Subject to the requirements of RCW 87.03, the Manager may enter into routine supply and equipment contracts subject to ratification by the Board.

## **ARTICLE V**

### **DIRECTOR POSITIONS**

There are director districts divided as follows:

EAST UNIT – three (3) directors  
BRAYS LANDING UNIT – one (1) director  
HOWARD FLAT UNIT – one (1) director

Directors will be elected/appointed in compliance with the laws of the State of Washington. The term of a director is three (3) years.

## **ARTICLE VI**

### **COMPENSATION OF DIRECTOR**

The Board will, in compliance with RCW 87.03.460, set the compensation to be paid the directors of the District for attending Board meetings and for each day spent on Board approved District business and reimburse actual, approved expenses in connection therewith. Actual mileage traveled shall be compensated at the rate established by the State of Washington RCW 43.03.060 when a director uses his personal vehicle for necessary travel on District business.

## **ARTICLE VII**

### **MEETING, PUBLIC, QUORUM, RECORDS OPEN**

Meetings of the Board will, in compliance with RCW 87.03.115 and other Washington state law, be open to the public. A majority of the Directors will constitute a quorum for the transaction of District business, and in all matters requiring action by the Board there shall be a concurrence of at least a majority, three, of all members of the Board. All records of the Board shall, in compliance with RCW 87.03.115 and other Washington state law, shall be open to the public for inspection during regular business hours. The regular meeting of the Board will take place on the first Tuesday of each month at the District office. The meetings will open at 2:30 p.m. If this day is a legal holiday, the meeting will take place the next business day or on the day set by the Board.

The Board may adjourn any meeting from time to time in compliance with the laws of the State of Washington.

Special meetings may be called at any time by a majority of the Board in compliance with the law of the State of Washington. The Board will meet annually as a Board of equalization in compliance with RCW 83.03.255.

## **ARTICLE VIII**

### **FISCAL YEAR**

The fiscal year of the District will be January 1 through December 31 of each year.

## **ARTICLE IX**

### **ASSESSMENTS & TOLLS**

The Board shall, from time to time as authorized by statute, levy assessments and fix rates, tolls and charges as required by law and any contract or contracts with the State of Washington and or the United States of America. The treasurer of Douglas County shall, in compliance with RCW 87.03.440, act as the treasurer of the District.

## **ARTICLE X**

### **RULES AND REGULATIONS**

The Board shall from time to time make and/or amend the District's bylaws, rules and regulations for the distribution to and delivery of irrigation water and the use of that irrigation water by District water users.

## **ARTICLE XI**

### **ADDRESS OF WATER USERS**

Each water user or owner of land within the District to which the District delivers irrigation water shall provide the District with his/her/its current mailing address to which all communications may be sent, and in case of any change of address shall promptly notify the District in writing of such change.

## **ARTICLE XII**

### **IRRIGATION SEASON**

The Board will annually determine the date on which water will be made available to landowners and will likewise determine the shut-off date.

### **ARTICLE XIII**

#### **CONSENT OF WATER USERS**

By the acceptance of the right to receive irrigation water from this District, all water users consent to be fully bound by all laws relating to the District and by the duties, rules, and obligations prescribed in all bylaws, rules and regulations of the District, now in force or as later amended or adopted, and by all obligations arising under any contract with the State of Washington or the United States of America.

### **ARTICLE XIV**

#### **METER READING**

Agents of the District will read all irrigation meters at such times and with such frequency as the District directs.

### **ARTICLE XV**

#### **INSPECTION BY DISTRICT EMPLOYEES/REPRESENTATIVES**

No District water user shall refuse, neglect or fail to permit any duly authorized employee/representative of the District free access at all reasonable hours to any and all parts of the premises supplied with water by the District, for the purpose of making records, readings, and observing the manner in which water is used. In the event of a violation of this article, or the abuse or attempted intimidation of any employee/representative of the District, the District shall, after twenty-four hours written notice to the water user, or in the event of exigent circumstances rendering a lesser time appropriate, have the right, but not the obligation, to cease delivery of irrigation water until the situation is remedied to the satisfaction of the Board or the District manager.

### **ARTICLE XVI**

#### **ENCROACHMENT, AGREEMENTS, REMOVAL OF ENCROACHMENTS**

Without the prior written consent of the District, no water user or land owner will plant, or cause to be planted any tree, shrub, or other vegetation, construct or cause to be constructed, or erect or cause to be erected any structure or object of any type (1) on or over any District pipeline; (2) under any District power line; or (3) on or in any District or US Bureau of Reclamation easement or right-of-way. No water user or land owner shall dig or permit digging or perform or allow performance of any activity or work over or in the vicinity of any District pipeline or other facility, without the prior written approval of

the District and the signing by the water user and/or land owner of the District's agreement or license authorizing such. Any agreement or license shall be on such terms and conditions as the District generally utilizes for all water users and/or land owners or others seeking to conduct such activity.

Any person or entity violating any part of this article shall be solely responsible for all costs that the District incurs to remove that which interferes with or impinges upon any District facility, easement, or right-of-way. If, upon reasonable notice the water user or land owner does not remove or eliminate that which interferes with or impinges upon any District facility, easement, or right-of-way, to the District's satisfaction, the District may conduct such removal and/or elimination as it deems necessary and shall bear no liability for so doing. All costs to remove and/or eliminate any such interference or impingement and all costs resulting from the violation of this article shall be the sole and exclusive responsibility of the water user and/or property owner.

Any entity placing or constructing a crossing over or through District/US Bureau of Reclamation lands, right of ways or easements must, before doing so, enter into and sign the District's/US Bureau of Reclamation's crossing agreement, and must reimburse the District for all costs of preparation, review, and recording of that agreement. If a crossing agreement is not in place, any encroachment found on easements and/or rights of way shall be removed and/or eliminated unless a written crossing agreement, acceptable to the District and to US Bureau of Reclamation is signed and recorded. Douglas County and the District will abide by the US Bureau of Reclamation Road Crossing Agreement, Contract Number 14-06-100-2174.

## **ARTICLE XVII**

### **DISTRIBUTION OF IRRIGATION WATER**

Subject to availability, water will be delivered by the District at its meter at a rate of 7.48 gallons per minute per irrigable acre. Irrigation water will be distributed equitably to all users on the basis of the number of irrigable acres, as classified on the land classification records of the District, for which each user is assessed operation and maintenance, construction repayment, and other charges, as shown on the assessment rolls of the District. Water user's payment of all assessments, rates, tolls or charges from the District and/or the US Bureau of Reclamation and water user's otherwise being in full compliance with all bylaws, rules and regulations of the District and US Bureau of Reclamation shall constitute a condition precedent to the right to receive delivery of irrigation water. Each water user must also have filed RRA forms with the District to be eligible for delivery of irrigation water to its property. No delivery of irrigation water shall be made to any person or entity that fails to make beneficial use of water delivered. Delivery of irrigation water may be discontinued until the person or entity to whom irrigation water is to be delivered establishes, to the satisfaction of the District, that irrigation water delivered will be put to beneficial use. During the irrigation season, subject to availability, the District will deliver irrigation water in the aggregate at the rate three and one half (3 ½) acre feet per irrigable acre. Subject to availability, the District will allow a

water user to utilize excess water, provided the water user must pay for all excess water of which it takes delivery. All allotments are exclusively for the purpose of the irrigation calendar year. In case of a shortage of water for any cause or inability of the District to furnish the full amount for any reason, available water will be apportioned pro rata among all users entitled to water, all in compliance with applicable Washington State law. Irrigation water is not purified and shall **NOT** be used by anyone for domestic or household uses.

1) Water is used and distributed in the manner most beneficial to the lands served by the District subject to the bylaws, rules and regulations as from time to time adopted and/or amended by the Board.

2) All water users must at all times conduct their activities in strict compliance with the requirements (as from time to time amended) of the District, and in strict compliance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3) Delivery of water is made at the District's meter which is the property of the District. The water user is required to convey water from that point of delivery at its own cost and expense. The meter is located at the point which the District deems most convenient for it for the conveyance of water to the land.

4) Water users shall use water delivered by the District to irrigate land. Water users shall not permit the water to be used on any land except the land of the water user to which the water is appurtenant. The water shall not be allowed to run off or in any way wasted as determined by the District.

5) Property owners are allowed to utilize only that amount of water to which they are entitled. Taking of water to which a party is not entitled constitutes a violation of Washington law:

The unauthorized use of water to which another person is entitled or the willful or negligent waster of water to the detriment of another shall be a misdemeanor. Possession of or use of water without legal right shall be prima facie evidence of the guilt of the person using it. It shall be a misdemeanor to use, store or divert any water until the issuance of permit to appropriate such water. (RCW 90.03.400.)

6) The District shall not be liable for scarcity of water caused by unlawful obstruction, hostile diversion, forcible entry, unusually cold weather, drought, flood or other accident. The District will use best efforts to protect its irrigation system and to keep it in proper operation and repair.

7) In addition to shutting off water each fall at the close of the irrigation season, the District may also shut off water for the purpose of special repairs, and at other times when reasonable necessity requires it. During the irrigation season, the District will restore the water delivery as readily as the nature of the case will permit.

8) Land capable of being irrigated is assessed, whether it is receiving water or not. If property is so steep and rocky or due to its nature (e.g., it is entirely blacktopped) is incapable of being irrigated, upon being notified, the Board will entertain an application to prospectively remove the assessments/rates, tolls and charges from such land.

9) Objections to the yearly assessment must be made at the yearly equalization meeting held by the Board in accordance with RCW 87.03.255 in which the Board sits as a board of equalization to hear and determine any objections to the assessment role. The time and place of this meeting is advertised in the local newspaper. The meeting takes place on or before the 15<sup>th</sup> day of December each year, normally being held at the District's regularly scheduled December meeting. Once an assessment is made there is no retroactive waiver of that assessment.

10) For transfers of water, an applicant must file a request with the Board to transfer a specified quantity water presently appurtenant to one parcel of property to another parcel of property. A water right may be transferred only once in a calendar year. In computing the amount of land irrigated, no deduction is made for roads, buildings and/or other improvements. The Board will request the manager to investigate the appropriateness of the transfer of water to a new parcel. The Board, after consultation with the manager, may or may not authorize the transfer. The Board may require the transferor and the transferee and any other parties holding interest in either parcel of property to join in the written instrument conveying the water from one parcel to another and obligating the transferee's real property to existing or future charges and assessments/rates, tolls and charges by the District.

11) Prior to the transfer of any water from one parcel of land to another, all amounts due by way of back assessments/rates, tolls and charges or otherwise must be paid to the District.

12) RCW 58.17.310 prohibits any city, town or county from approving a short plat or final plat for property in the District unless the entity has provided an irrigation water right of way for each parcel of land. Rights of way must be evidenced on the plat submitted for final approval to the appropriate legislative authority. RCW 58.17.310 makes compliance with these requirements a prerequisite to any sale, lease, or development of land.

13) Any division of land requires that the property owner notify the District. (See Articles XVIII and XIX.)

14) No person shall interfere with or destroy any meter or other structure utilized by the District for carrying, storing, apportioning or measuring of water. Any such conduct constitutes a violation of District policy and constitutes a violation of state law, subjecting a person to criminal liability. (RCW 90.03.410.)

15) The District's property/easement/right-of-way must remain unobstructed to allow quick and ready District access to its facilities.

16) Trimming of foliage, trees, etc. which impinge upon the District's property/easement/right-of-way is the responsibility of the water user/land owner. Failure of the water user/land owner to do such trimming will result in the District's performing the trimming if it determines that such is necessary in order to efficiently utilize its property/right of way.

17) No planting, construction, improvement, digging or any other activity or work shall take place over any pipeline or under any power line of the District or in the vicinity of the District's facilities without the prior written approval of the District and the signing of the District's permit, agreement or license. Any permit, agreement or license shall be on such terms and conditions as are generally utilized for all water users or others seeking to conduct such activity. (See Article XVI.)

18) The Board meets monthly. The regular monthly meeting is as specified in Article VII. Special meetings are held as authorized by state law.

## **ARTICLE XVIII**

### **TRANSFER OF OWNERSHIP**

Any person who owns land to which irrigation water is delivered who sells that property must notify the District of that change in ownership. Until such notification, an owner (or former owner) remains obligated to pay all charges for water delivered. To receive delivery of irrigation water, a new land owner must notify the District of the change of ownership and provide to the District, at its office, all requested information regarding mailing address, billing information and the like.

## **ARTICLE XIX**



## SEGREGATION OF PROPERTY – CONNECTING NEW PREMISES – BOUNDARY ADJUSTMENTS

When a parcel is divided into two or more parcels, the property owner requesting the segregation must, at its sole expense, install a separate valve(s) within two (2) feet of the meter that the District utilizes to deliver irrigation water, and also must install distribution lines to the segregated properties, all of which must be in compliance with the District's standards. In the case of a short plat or subdivision, a main valve must be installed adjacent to the District's meter and separate valve(s) at a location suitable to the District at the edge of each lot coming off the main line. In all cases each parcel's irrigation service must be able to be shut off without interfering with the delivery of water to all other parties served by the main line.

The main valve, the one next to the District's delivery, **MUST** be a gate or gear operated valve. **NO** quick closing (ball or butterfly type) valves are allowed as the owner's main valve unless that valve has a gear operator.

For any division of any property into two or more lots, the person or entity proposing the division must deliver to the District a copy of the legal description and address of the original lot and a copy of the address and legal description of each lot into which the original property is to be divided and must further deliver to the District the county supplied plat map for any proposed segregation or subdivision.

An owner of a tract of more than five irrigable acres of land, desiring to separate service of such tract from a common meter, must make application for such separation to the District. Installation of a separate meter will be allowed only upon the approval of the Board and only after the applicant has delivered to the District both plans for the separation that are satisfactory to the District and payment sufficient to pay all District costs involved in the separation and installation of a separate meter.

For any adjustment of the boundary between existing parcels, each person or entity whose property description is changed by the adjustment of the boundary must notify the District in writing of the adjustment and deliver to the District the property description of each parcel changed by the adjustment. Failure to deliver such written notice to the District shall result in the parcel continuing to be assessed as if no adjustment has occurred.

All subdivisions and all boundary line adjustments must comply with all rules and regulations listed in UCID's Rules and Regulations. In addition, any person/entity applying for a subdivision or boundary line adjustment must pay the District all costs that the subdivision or boundary line adjustment causes the District to incur, including but not limited to any upgrade of District equipment that the District deems necessary because of the subdivision or boundary line adjustment, including all costs of any upgrades/modifications and/or installation of any meters that may be necessary or appropriate, as determined by the District. The District charges a nonrefundable base fee for review of any proposed boundary line adjustment or subdivision. Additional costs incurred above the base fee must be paid by the applicant for the subdivision or boundary line adjustment.

## **ARTICLE XX**

## EXCESS WATER, MISUSE OF WATER

All water used by any user in excess of three and one half (3 ½) acre feet per irrigable acre per calendar year will be charged to the user as “excess” water. The charge for excess water shall be at the rate set by the Board as set from time to time by resolution.

All charges for any excess water must be paid in full prior to any delivery of any water the following irrigation season. No request for any adjustment to a bill for excess water will be considered unless the person or entity billed delivers to the District, on or before March 31 of the year after the year to which the billing relates, a written request for adjustment that clearly lists each adjustment requested, explains each basis for each adjustment requested, and provides all documentation that supports the propriety of each adjustment requested. Failure to fully comply with all requirements of the preceding sentence shall irrevocably waive any right to any such adjustment.

The District may restrict or discontinue delivery of water to any person or entity that utilizes irrigation water in an amount or by a method that precludes any other water user(s) from receiving delivery of that irrigation water to which the other water user(s) is/are entitled. Such restriction or discontinuance may continue until, in the opinion of the District, such misuse or over usage has ceased and will not reoccur.

Water shall not be used on non-irrigable lands or lands outside the boundaries of the District without prior approval of the Secretary of the Interior of the United States of America. Persons or entities found to have irrigated non-irrigable land or lands not assessed by UCID shall pay to the District for the use of all such water the current M&I rate, together with any penalties, fines, interest, attorney fees or other charges and in addition, shall be required to cease all such use immediately, all in full compliance with the requirements of the US Bureau of Reclamation. Any person or entity who seeks to have land reclassified shall have sole and exclusive responsibility to obtain and receive such reclassification and deliver notice of the same to the District.

Whenever a water user has not complied with any obligation imposed on it by the Constitution or laws of the State of Washington, or any contract between the District and the United States of America, or has failed to comply with any bylaw rule or regulation of this District, whether heretofore existing or hereafter adopted, the District shall have the right, after 48 hours prior written notice to the water user, to cease delivery of water to such water user until such time as the water user has fully complied with such laws, contract, bylaws, rules and regulations, to the satisfaction of the District. No further notice shall be required to be given to any owner, lessee, or occupant of any premises, or to any person interested therein before water delivery is terminated. The District shall bear no responsibility for any damage to any property as a result of the such cessation of delivery of water, which cessation takes place for any of the reasons listed in this paragraph.

## **ARTICLE XXI**

## CONTINUOUS TRACTS - COMMON OWNERSHIP

If a single water user owns contiguous tracts of land and there exists a meter for each tract, the total water delivered through such meters may be averaged over the total irrigable acres for billing purposes only. Any water user that desires such averaging must, prior to April 1 of each irrigation season for which the water user seeks such averaging, deliver to the District written notification that requests such averaging and delineates by parcel number each parcel for which the water user makes the request. Such notice shall be effective only for the irrigation year in which it is delivered. If a water user does not deliver such written request before April 1 of each year, no such averaging for billing purposes will be allowed for that year.

If different water users own contiguous tracts of land, each contiguous tract has a meter in place, a single water user owns at least one contiguous tract and leases the other contiguous tracts and the single water user uses the water on the contiguous tracts of land that it either owns or leases, the total water delivered through such meters may be averaged over the total irrigable acres for billing purposes only, provided (1) all notifications specified in the paragraph preceding the immediately preceding paragraph are timely given, (2) a copy of each lease has been delivered to the District and is on file before April 1 of each year for which such averaging is sought, (3) the single water user alone uses the water on the contiguous tracts of land that it owns and leases, and (4) provided each lease by which the single water user leases the contiguous tract(s) meets all requirements of the US Bureau of Reclamation for RRA purposes.

The presence of a one acre or less parcel on which is located a single family dwelling on one or each contiguous parcel of land does not preclude the averaging that this Article XXI authorizes. The requirements of Article XIX do apply to any one acre or less parcel referenced in this paragraph.

Where tracts of land in common ownership are separated by a county road or highway only, such tracts may be considered contiguous.

A contiguous land classification does not permit interconnection of any meters and is for billing purposes only.

Any lease to which any section in these bylaws, rules, and regulations refers must meet all legal requirements for a legal binding lease and all District requirements including but not limited to: must be written in English; must include the effective term of the lease, the length of which must not be for more than 10 years including any continuations; must include a legal description that is at least as detailed as that of the property's irrigation assessment; must be signed and dated by all parties, or the legal representative of all parties involved; and must be properly notarized.

## **ARTICLE XXII**

### **CHEMICALS AND DISTRICT FACILITIES**

Storage, mixing, handling or other placement or utilization of chemicals shall not take place within ten feet of any District irrigation water delivery vault, meter, or other water delivery facility. Each water user bears full responsibility to take all action necessary to ensure that no such activity does take place. Each water user must have a proper and District approved back flow preventer in place and properly functioning before any injection of any chemicals into water user's irrigation water delivery lines. If any owner or water user in any way does not fully comply with all requirements of this paragraph, the District shall have the right to discontinue delivery of water to water user's land until the violation is, to the satisfaction of the District, corrected. Water user shall, upon written notice from the District, hire a licensed and bonded contractor, properly certified to perform such clean up and/or remediation, to fully clean up and remediate any contamination and/or area contaminated with chemicals, all to the satisfaction of the District. If water user does not have the clean-up and remediation properly and timely performed, the District shall be entitled to hire a contractor to perform such clean-up and remediation and water user shall bear responsibility for and pay to the District all costs that it incurs for all clean-up and remediation.

### **ARTICLE XXIII**

#### **NEW WATER USE REQUESTS**

The District will evaluate any requests for new uses of District delivered water based on the following priorities:

1. Use
  - a. Agriculture
  - b. M&I
  - c. Residential
2. Factors considered include:
  - a. Water right
  - b. Availability
  - c. Infrastructure
  - d. Record of payments to District
  - e. Date of request
  - f. Prior abuse by individual or entity that makes application
  - g. Water rights and/or infrastructure transferred to the District by the applicant
3. Municipal and Industrial (M&I) Water
  - a. M&I uses consist of those uses defined as M&I by the US Bureau of Reclamation.
  - b. To qualify for delivery of M&I water, the land to which the water is to be delivered must be situated within the District's boundary.
  - c. It is understood and agreed by water user that any M&I water is furnished only on an as-available basis. The District, at its sole discretion, may require water user to cease using M&I water at any time

during which the District believes that it is in the best interests of the District and its water users to interrupt or cease delivery of M&I water. The District shall have no liability of any nature whatsoever for any interruption in delivery of M&I water or the cessation of delivery of M&I water. Water user proceeds solely at its own risk in entering into any agreement for use of M&I water and recognizes that in the event of interruption of M&I water or cessation of delivery of M&I water, water user must serve its water needs in some manner other than through the District and the District shall have no responsibility of any nature whatsoever for any damage which may result due to an interruption in delivery of M&I water or cessation of delivery of M&I water.