

# Staff Report

**TO:** Board of Directors

**FROM:** Chip Close, Water Operations Manager  
Aurora Tipton, Customer Service Administrator

**DATE:** August 25, 2022

**SUBJECT:** Workshop on Private Conduit Accounts

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## ***WATER OPERATIONS***

### **RECOMMENDATION:**

Open a workshop to review and discuss the details of the District's raw water Private Conduit Account and the benefits and challenges associated with it.

### **BACKGROUND:**

NID has over 500 miles of raw water facilities, most of which meander through private property. These private parcels can obtain irrigation water service directly from District owned facilities. While the District prefers that each customer is served directly from District owned facilities, in consideration of cost and geography, some customers may be served from private, cooperatively owned lines. To facilitate this, NID established the private conduit account. The details for this service are covered in NID's Water Service Rules and Regulations Section 5.04.01 and 5.06.05 (attached).

A private conduit account allows multiple customers to use one irrigation box as a point of delivery for water service. This allows multiple parcels, including those without direct access to a NID canal, access to water through a shared private conveyance. When a service outlet is shared, NID staff calculates the total amount of water purchased for the box and installs the appropriate orifice. Water delivery beyond the box becomes the responsibility of the purchasers to distribute the allotments via their own private conveyance.

The primary account holder is most often the person who originally paid for the service outlet. A private conduit account is allowed when the primary account holder grants access to their service outlet. Both parties must complete and sign

form 5-G. A primary account holder can terminate the sharing of the box by providing the other user(s) a minimum of 30 days notification prior to the start of irrigation season.

Private Conduits have been successful when the private parties work cooperatively to maintain their private infrastructure and distribute water equitably. These agreements become a challenge as parcels change ownership or disputes arise regarding water allotments and pipeline locations. Disputes generally escalate and as a result customers look to the District to resolve the disagreement. NID Water Service Rules and Regulations clearly state that NID facilities stop at the discharge side of the water box. All pipelines and water conveyance structures beyond this point are private property, therefore NID abstains from these disagreements.

District staff encourages all irrigation water users to pursue the necessary recorded easements to gain permanent access to the canal when setting up their service. Although easements are encouraged, they are not required. Further, while recorded easements may reduce some disagreements, it remains incumbent on private conduit users to establish and implement maintenance and distribution agreements that govern their private use.

Private conduit accounts vary in size and location. Some are as small as two customers, while others top 30. Attached is a map displaying two separate service outlets with private conduits associated with them for reference.

**BUDGETARY IMPACT:**

None at this time.

Attachments (2):

- NID Water Service Regulations  
Page 2-6, 5-3, 5-7, 5-11, 5-12, 5-13, Form 5G
- Maps 1434 & 3187

**2.22 PREMISES**

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

eff. 6/11/03

**2.23 PRIVATE FACILITY**

Any facility not owned by the District.

eff. 6/11/03

**2.24 RAW WATER**

Water which has not been processed and is not safe for human consumption.

eff. 6/11/03

**2.25 REGULATIONS**

Refers to “Regulations Relating to Water Service” and includes all rules and regulations providing for the equitable distribution and use of water.

eff. 6/11/03

**2.26 BOARD SECRETARY**

Appointed by the Board to act as secretary to the Board.

eff. 6/11/03

(a) Applications For New Water Service

The District will not accept new applications for raw water service where the proposed water use is for residential purposes, regardless of the applicant's intent to use bottled water, hauled treated water, or provide a home treatment facility. No applications will be accepted for annual raw water service.

(b) Water For Drinking or Cooking

Existing District raw water customers not using a well or spring for all drinking and cooking needs must be connected to a Public Water System, use bottled water or hauled treated water, or use water processed by an approved home treatment facility.

(1) Bottled or Hauled Treated Water

Bottled or hauled treated water used for drinking or cooking must be delivered to the parcel(s) by a commercial distributor who has agreed, in writing, to District conditions.

(2) Home Treatment Facility

A home treatment facility used to produce water for drinking or cooking must be approved by the Department of Health Services. The facility must be operated, maintained, and monitored by the District or its agent, under contract with the owner.

(c) Cost and Expense

All costs for providing water for drinking and cooking, including District costs, will be at the owner's expense.

eff. 03/22/00

**5.04**

**SERVICE OUTLETS**

**5.04.01**

**General**

The District owns and maintains the water service outlet assembly up to and including the service valve located on the discharge side of the service outlet. All facilities beyond this point are the responsibility of the customer. All service outlets will contain a means of measuring the amount and/or flow rate of water delivered to a customer(s). The means of measuring flow and amount of water, and the units of measurement for billing purposes, shall be subject to change by the Board of Directors based on the customs and practices of the industry.

Each service outlet will be assigned to a single Primary Account and to a parcel designated by the account holder that paid for the initial installation (the “Primary Account Holder”). Service outlets will not be assigned to more than one Primary Account, but may be used for a shared service to a Private Conduit in accordance with Section 5.06.05. In cases where the Primary Account Holder owns multiple parcels or subdivides a parcel, he/she must notify the District in writing as to which parcel the service outlet should be assigned.

In the event that the ownership and/or designated parcel of a Primary Account is not evident based on historical records of the District, the District will assign the Primary Account based on the natural progression of ownership and/or the seniority of the account. A service outlet’s Primary Account may be transferred upon the written request of the Primary Account Holder. The Primary Account Holder requesting transfer shall notify, in writing, the District and all Private Conduit Accounts served by the service outlet of the proposed transfer. Both the existing and the proposed Primary Account Holders shall sign a notarized transfer agreement to document said transfer.

rev. 01/22/14

#### **5.04.02 Location**

The District shall have the sole discretion and authority on the final selection of the location for raw water service outlets. This site selection prerogative shall pertain to services from raw water pipelines, open canal facilities and, where applicable, certain natural randoms or streams. The outlet location shall be determined prior to District accepting an application and collecting the installation fee. The following shall be used in location of service outlets:

**5.04.06 Account Charges**

Until such time as an outlet is removed, an annual charge as shown in Schedule 5-C will be collected with or without the purchase of water. This charge does not guarantee or imply that raw water will be available at a future date for an inactive account.

eff. 1/1/89

**5.04.07 Relocation**

Relocation of an existing raw water service outlet will be accomplished as outlined under Sections 5.04.01 and 5.04.02 and will be done for the new service outlet installation charge as shown in Schedule 5-B.

eff. 5/27/87

**5.05 WATER RATES**

All water rates are determined on a cost of service basis and are normally adjusted once a year. Water Rate Schedules 5-C through 5-R have been developed based on such factors as location, billing period and reliability of water flow.

eff. 6/11/03

**5.06 PRIVATE FACILITIES**

**5.06.01 Use Of**

Upon approval of the District, private facilities may be used to transport and distribute raw water provided that the facilities are in good repair, will not cause excessive water losses, and are adequate in capacity to serve additional water. The District will construct and maintain, at the head of private facilities, such controls as diversion structures, gates and/or measuring devices as necessary to control water flow, purchased by owners of the private facilities. The District will

not provide service through a private facility without first receiving approval from the owners of the private facility on Form 5-G provided by the District.

See Section 2 of these Regulations for further clarification on the use of private facilities.

eff. 6/11/03

#### **5.06.02 Operation and Maintenance**

District responsibilities for operation and maintenance ends at the beginning of the private facilities.

#### **5.06.03 Excessive Leakage**

If the District determines that a private facility has excessive leakage, the facility owner(s) will be notified that repairs must be made within a time period, as determined by District, or water service will be discontinued.

#### **5.06.04 Non-payment of Accounts**

Customers receiving raw water from a private facility serving two or more customers, shall have the amount of water reduced at the head of the private facility for non-payment of their accounts.

The District will not in any way be responsible for insuring that water is received by the paying customers on the private facility.

eff. 10/11/89; rev. 6/11/03

#### **5.06.05 Private Conduits**

Shared service to a private conduit through a Primary Account service outlet is available with the approval of the Primary Account Holder and provided excess capacity is available at the service outlet. The Primary Account holder must provide written permission through the use of form 5-G. Utilization of the service outlet to serve a private conduit account is subject to discontinuance at any time by direction of the Primary Account Holder, provided a minimum of 30 days notification

prior to the start of irrigation season. Private Conduits Accounts may not be discontinued during the irrigation season.

eff. 01/22/14

## **5.07 HYDROELECTRIC DEVELOPMENT**

### **5.07.01 Natural Streams**

Pursuant to Water Code Section 22280, the District will collect from a hydroelectric power producer with a rated plant capacity of 100 kilowatts or more, desiring to utilize District water flowing in a natural stream or waterway, a charge for the use of said water. The charge will be determined by multiplying ten percent of the standard weighted average price, as published by Pacific Gas and Electric Company pursuant to California Public Utilities Commission Decision Number 91109, by the energy produced by District water. If the charge, as determined above on an annual basis, is less than the standard weighted average price multiplied by 5,000 kwhs, the latter will be collected as a minimum charge for that particular twelve-month period.

Each water sale for power generation purposes will be covered by an agreement, signed by the power producer and approved by the Board. Articles of the agreement will cover insurance requirements, method of measuring District water and power produced, payments to District, hold harmless considerations, agreement termination, protection of District water, continued water use qualifications and other items deemed necessary by the District.

eff. 6/11/03

## **5.08 MUTUAL WATER COMPANIES AND SPECIAL DISTRICTS**

The District will sell agricultural water to mutual water companies or special districts at its service point in accordance with these Regulations and provided the following conditions are met:



**AUTHORIZATION FOR THE NEVADA IRRIGATION DISTRICT  
TO PROVIDE WATER SERVICE FROM A PRIVATE CONDUIT**

Date \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
APN \_\_\_\_\_  
Service Address \_\_\_\_\_  
Amount Requested \_\_\_\_\_ M.I.  
Route No. \_\_\_\_\_  
WDO \_\_\_\_\_

FOR DISTRICT USE ONLY	
Acct. No. _____	Nev. Co. _____
	Placer County _____
Exist. Sales _____	Outlet Size _____
Acres _____	Initiated by _____
Customer Notified of Possible Charges for Upsizing Service _____	
Approved Raw Water Supervisor _____	

The undersigned, being applicants requesting water service through the hereinafter described private conduit, and the owners of said private conduit do hereby request and authorize the Nevada Irrigation District, on behalf of applicant and at applicant's sole cost and expense, to deliver into said owner's private conduit the water purchased by applicant, more particularly described as follows:

Served from Facility Name \_\_\_\_\_ Facility Number \_\_\_\_\_  
Private Conduit Name \_\_\_\_\_ NID Outlet No. \_\_\_\_\_

It is understood by the undersigned that water service in connection with the private conduit is subject to the following terms, covenants, and conditions, all of which are hereby agreed to by the undersigned.

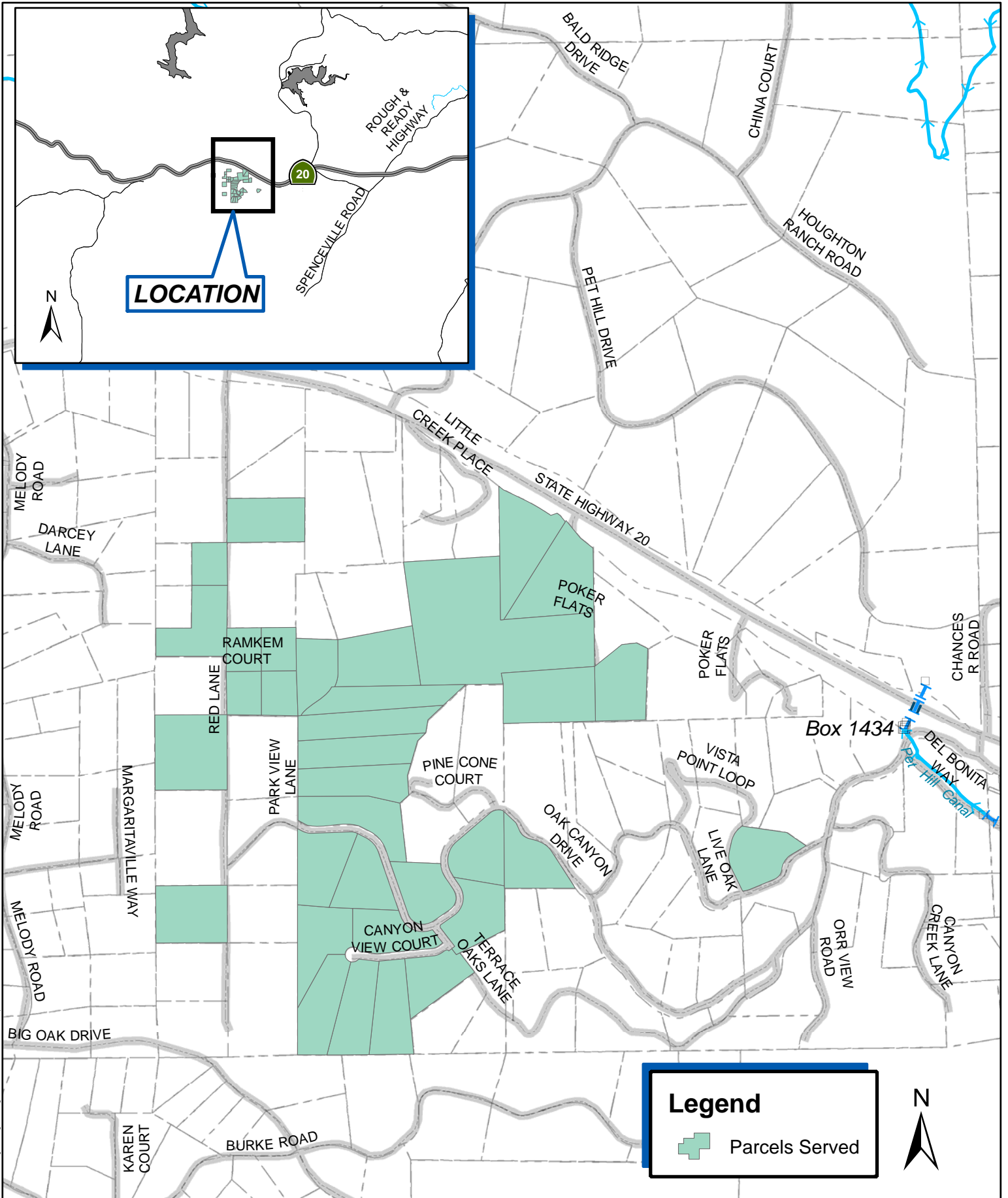
1. It is understood and agreed that the water service is subject to the regulations, conditions of acceptance of water service as set forth in applicant's application for water service, and rates, tolls and charges now in effect and as hereinafter established from time to time by the Nevada Irrigation District Board of Directors.
2. It is further understood and agreed that the District does not guarantee continuous or adequate service; that its obligation to deliver water ceases at its diversion from the Nevada Irrigation District conduit, and that the service is subject to the conditions and limitations of the private conduit through which service is being made.
3. It is further understood and agreed that the District reserves the right to discontinue service if private conduit is not maintained by its owner or owners at all times in a manner which will meet with the District's approval.
4. It is further understood and agreed that the District shall not be responsible for the quality of water or any damages in connection with the water delivered to the undersigned through said private conduit. In this connection, the undersigned do hereby agree to hold the Nevada Irrigation District, its agents, servants and employees free and harmless from any damages or liability resulting therefrom or in connection with said private conduit.

This application and permit shall bind and benefit the undersigned, their heirs, successors and assigns and is revocable by owner(s) with due notice, and written notification to District and Applicant.

Applicant Name (print) \_\_\_\_\_ Signature\_\_\_\_\_ Date \_\_\_\_\_

Owner Name (print) \_\_\_\_\_ Signature\_\_\_\_\_ Date \_\_\_\_\_

Owner Name (print) \_\_\_\_\_ Signature\_\_\_\_\_ Date \_\_\_\_\_



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## PARCELS SERVED BY BOX 1434

NEVADA IRRIGATION DISTRICT

NEVADA COUNTY -- PLACER COUNTY  
GRASS VALLEY, CALIFORNIA

Date: 7/29/2022

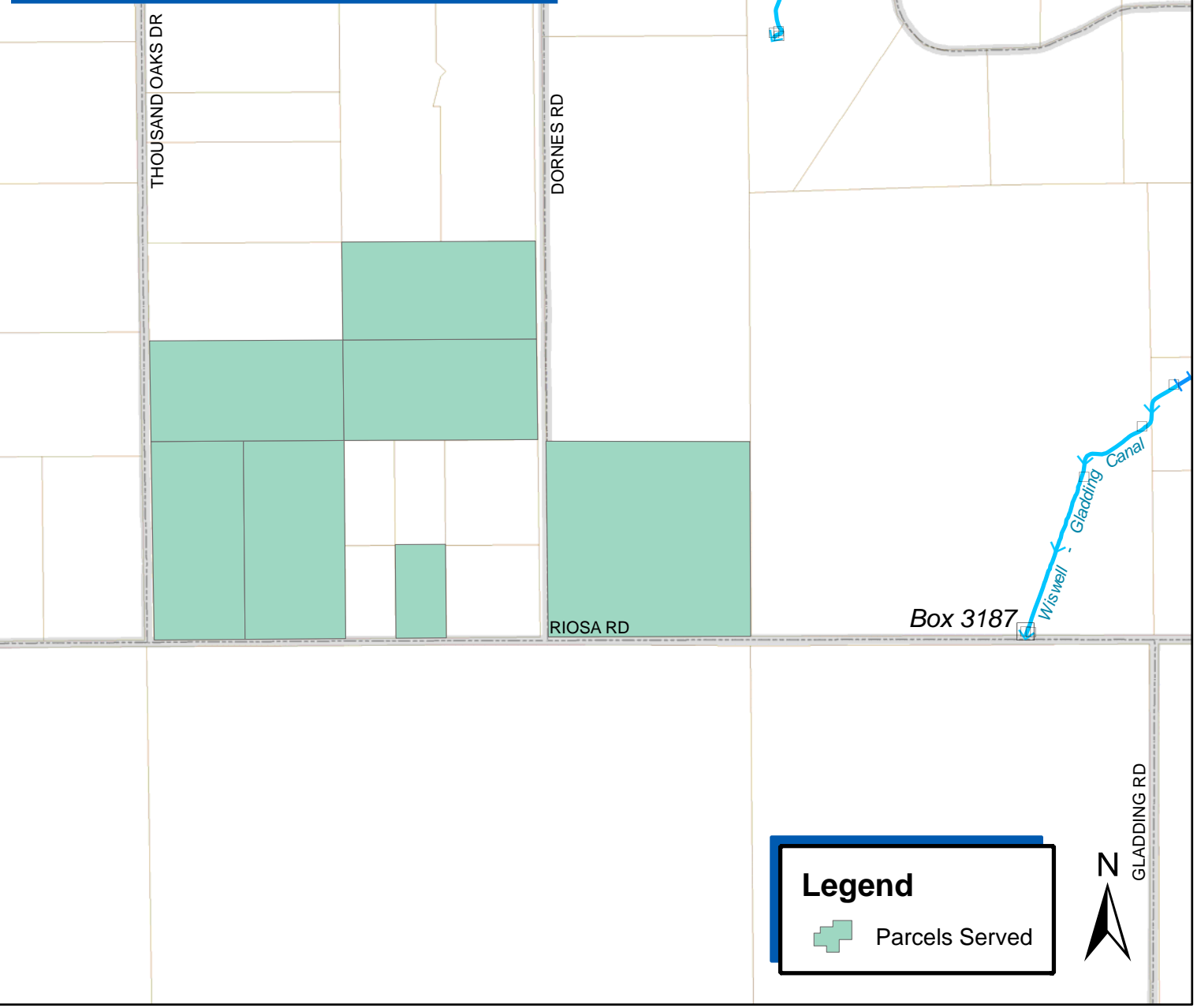
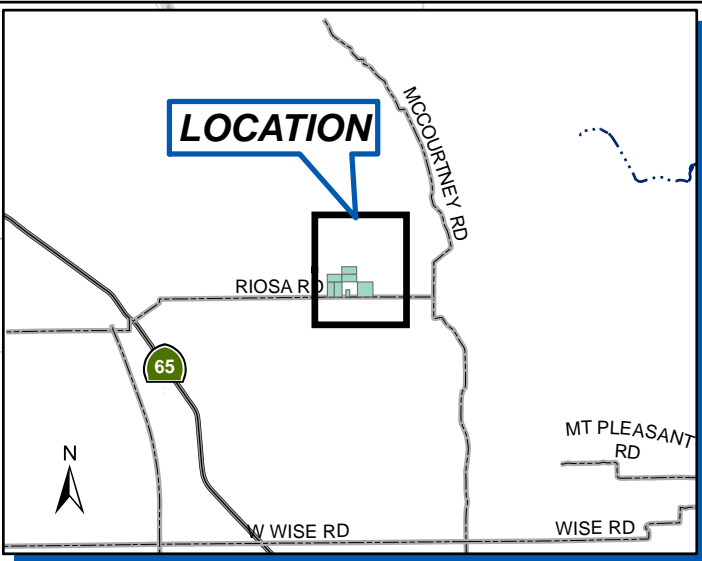
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Sheet: 1 of 1 **11**



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**Legend**

 Parcels Served



**PARCELS SERVED BY BOX 3187**



Date: 7/29/2022  
 Drawn By: L. HAMMER

**NEVADA IRRIGATION DISTRICT**  
 NEVADA COUNTY -- PLACER COUNTY  
 GRASS VALLEY, CALIFORNIA

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 Sheet: 1 of 1 **12**