



Rincon Band of Luiseño Indians

Utility Ordinance

June 25, 2009

RINCON UTILITY ORDINANCE – CHAPTER 6-1

ARTICLE I. GENERAL PROVISIONS

6.1.1 Title and Effective Date

This Ordinance shall be titled: "Rincon Utility Ordinance" hereafter referred to as the "Ordinance". The Ordinance shall become effective thirty (30) days after adoption by the Rincon Business Committee (referred to as the "Committee"). Copies of the Ordinance shall be posted at the Tribal Administration Office and made available on the Rincon website. Upon passage of this Ordinance, the Rincon Water Ordinance, Revised #2 and all solid waste disposal Ordinances shall be repealed and superseded.

6.1.2 Purpose

The purpose of the Ordinance is to define policies and identify necessary rules and regulations for the operation, maintenance, management and billing for the Rincon water system and Rincon solid waste disposal services on the Rincon Indian Reservation.

6.1.3 Policy

It shall be the policy of the Rincon Band of Luiseno Indians ("Band") to:

- A. Operate, maintain and manage a water system and provide solid waste disposal services on the Rincon Indian Reservation; and
- B. Protect, manage and enhance the natural environment and water resources so that the community residents are provided with a high level of Utility Department services designed to minimize exposure to adverse conditions which could negatively impact the physical and environmental health of any individual or community.

It shall also be the policy of Band that the operation, maintenance and management of its water and solid waste disposal services shall be carried out through an efficient program and in a financially responsible cost effective and self-sufficient manner.

6.1.4 Jurisdiction

The Band has inherent authority to provide for the health and safety of its members, other Reservation residents, and visitors. The Committee is authorized, pursuant to Sections 6b and 6c of the Rincon Articles of Association, to establish a tribal water system, provide solid waste disposal service, and levy appropriate user fees and charges in order to maintain such a system and service. The Committee authorizes and delegates to the Utility Department the responsibility to implement the provisions and policies to meet the purpose of this Ordinance.

6.1.5 Definition of Terms

A. Applicant

Shall mean an individual business or agency or organization that is the owner of the premises for which water or solid waste disposal is sought or provided.

B. Back-Up Service

Shall mean a service connection to a premises that has an auxiliary water supply within the Utility Department's water supply.

C. Backup Service Charge or Fee

Shall mean a charge or fee that is imposed on a premises for the purpose of providing backup service connection capacity to an applicant that has auxiliary water supply within the Utility Departments' water supply.

D. Business Committee

Shall mean the Rincon Band of Luiseno Indians Business Committee (referred to as "Committee").

E. Connection Charge or Fee

Shall mean a charge or fee that is imposed on a premises for providing water service.

F. Contractor

Shall mean any individual, firm, business or organization that contracts with the Band or Utility Department to provide services for repairs, design, inspection, reconstruction or operation of the Rincon water system or solid waste disposal operation.

G. Customer

Shall mean the owner of the premises.

H. Installation Charge or Fee

Shall mean a charge or fee that is imposed on any premises for the purpose of covering material, labor, and equipment for installing a service.

I. Manager

Shall mean any individual hired by the Band to be the Manager of the Utility Department.

J. Month Service Charge or Fee

Shall mean a charge or fee imposed on any premise for covering the expenses related to upgrading and maintaining the Rincon water system and solid waste disposal, and for billing, collection and administration fees.

K. Premises

Shall mean any assignment, allotment, fee land or any building or other structure.

L. Property Owner

Shall mean any person or entitle offering premises for occupancy, rent, and/or lease.

M. Regulation

Shall mean any current rule or procedure duly adopted by the Utility Department for the purpose of implementing the provisions of this Ordinance. All water and solid waste disposal regulations will be made available to customers.

N. Service Connections

Shall mean the pipeline between the water main and the customer's private plumbing.

O. Water Technician

Shall mean any individual hired by the Band to be the water system technician under supervision of the manager.

P. Shall, May

Shall means mandatory, may means permissive.

Q. Utility Department

Shall mean the Rincon Utility Department organized and operated by the Rincon Band of Luiseno Indians. The Utility Department is not a separate tribal enterprise, not-for-profit corporation or independent tribal subdivision of the Tribe.

R. Vendor

Shall mean any individual firm, contractor or organization who regularly supplies parts, equipment, supplies and services used in the operation, maintenance and management of the Rincon water or solid waste-disposal system.

S. Water Main or Transmission Main

Shall mean a principal water pipe that is controlled by the Utility Department for conveying domestic water, especially one installed underground and located

throughout the Rincon Reservation that is used to serve individuals, premises and customers and the general public.

ARTICLE II. AUTHORITY

6.1.6 Manager Authority

The Utility Department, through the Utility Department Manager, shall manage the water and solid waste disposal service of the Band, and may prescribe and enforce regulations that implement the application, administration, interpretation and enforcement of this Ordinance.

6.1.7 Revision of Fees and Charges

The Committee shall, by resolution, set the amount of all fees and/or charges under this Ordinance.

6.1.8 Right of Entry to Inspect

The Manager of the Utility Department, or his/her duly authorized representative, shall be permitted to enter upon any and all premises that receive water service from the Band, for the purpose of determining the location and condition of any water service connection; and determination of possible hazards to public health, safety and welfare.

ARTICLE III. WATER SERVICE AND SOLID WASTE COLLECTION

6.1.9 Application

An applicant who desires water or solid waste services must complete an application form supplied by the Rincon Housing Department. The Housing Department shall forward all water and solid waste disposal applications to the Utility Department for processing. The Utility Department shall determine if the water systems are adequate to meet additional loads. By signing an application, the applicant is agreeing to comply with the Utility Ordinance and all Utility Department regulations and policies and consents to the jurisdiction of the Rincon Band of Luiseno Indians.

6.1.10 Application Content

- A. Name, address and tribal roll number if applicable;
- B. Date of application;
- C. Service being requested (water and/or trash);
- D. Purpose of which service is to be used (domestic, commercial, etc.);
- E. Signature of the applicant;
- F. The date in which services are to begin;

- G. Other such information as the Housing Department and/or Utility Department may reasonably request.

6.1.11 Denial of Application

An applicant will be notified in writing by the Utility Department if his/her application for water or solid waste disposal services is denied. The notice shall be mail by certified mail return receipt requested and state the reason for the denial of services and that he/she may request a meeting with the Utility Department Manager to contest his/her denial of services. The applicant will be provided with contact information for the Utility Department and instruction on how to request a meeting. All meeting requests from the denial of services must be filed with the Utility Department within- fifteen (15) days from the receipt of the notice of denial. If applicant and the Utility Department cannot reach a mutual resolution on the applicants request for services, he/she may proceed to the Rincon Tribal Court pursuant to Article VI, Section 6.1.61.

6.1.12 Existing Service for Solid Waste Disposal and Water

Those persons receiving water and/or solid waste disposal services from the Band on the date of approval of this Ordinance shall continue to receive services provided the customer provides the Housing Department with an updated service(s) application by July 31, 2009.

6.1.13 Transfer of Ownership

All new property owners (Band member and non-Band member) on the Reservation shall complete an application for services as provided for under Section 6.1.9.

6.1.14 Premises to be Served

The applicant shall describe the premises to be served, and only the premises so specified shall be connected to the Band's water system and receive solid waste collection service. The Committee reserves the right to make the decision for separate connections to each and every unit on an owner's property, or make a single connection to the entire premises from the water system. All solid waste disposal services will only be collected at the customer's curbside.

6.1.15 Service Connection, Location, and Size

The Utility Department reserves the right to determine the size and location of the service connection. Where practical, the Utility Department will install the service connection at a location selected by the applicant. Customarily, a service connection will terminate at a point behind and adjacent to the property line where the curb exists. The Utility Department may provide a service connection of conventional length terminating at some practicable location on the premises, and the applicant has the responsibility to connecting thereto.

6.1.16 Cost of Installation

The cost of installing a water meter, meter box, labor and all necessary pipe and fittings shall be borne by the customer and shall be in accordance with Article IV, Section 6.1.35.

6.1.17 Right to Temporarily Disrupt or Suspend Service

The Utility Department shall, if necessary for the purpose of repairing or improving the water system(s), have the right to disrupt or suspend the delivery of water. In such cases reasonable notice will be given, as circumstances will permit, and the making of such repairs or improvements shall be performed as rapidly as possible. If the disruption or suspension creates a hazard to the Reservation, such as fires burning in the area, the Rincon Fire Department shall be notified immediately of such circumstances and informed where additional water service can be accessed.

6.1.18 Responsibility for Private Plumbing

The Utility Department has no responsibility for the maintenance of private plumbing of a customer beyond the meter or connection point of ownership by the Utility Department. The customer shall be responsible for his/her own household plumbing. The Utility Department shall not be responsible for any loss or damage caused by the improper care or wrongful act of the customer or any of his/her tenants using, installing or maintaining or operating such plumbing. The Utility Department shall not be responsible for damage to property caused by spigots, faucets, faulty pipe that are open when the water is turned on at the meter, either when the water is turned on at the meter or turned on after a temporary turn off. Customers having water heaters, refrigeration or other devices requiring continuous supply of water should take the necessary actions to prevent any damage or injury to such devices as a result of the water supply. The Utility Department shall be held harmless at all times from any claims resulting from matters involving quantities, quality, time or occasion of delivery, or any phase of maintenance, operation and service of a customer's plumbing, except by specific agreement that is approved by and signed by the Committee and owner of the premises.

6.1.19 Utility Department Consent

No premises shall connect, re-connect, disconnect, or other private use of the water supply or trash service without prior written consent of the Utility Department. No consent shall be given until proper application has been made as provided in Section 6.1.9, and the applicable charges have been paid in accordance with this Ordinance. No construction of any private water system for commercial use is authorized without prior written permission from the Committee.

6.1.20 Notices

Notices from the Utility Department to the customer will be given in writing, either by mail or delivered to the last known address. Where conditions warrant and in emergencies, the Utility Department may resort to notification either by telephone or door to door. Notices from the customer to the Utility Department may be given verbally at the General Services Building or submitted to the Department in writing. A trash

schedule will be given to customers, and customers will be notified in writing by mail or hand delivery.

6.1.21 Water Shortages and Interruption of Service

The Utility Department shall make a reasonable effort to furnish and deliver a continuous and sufficient supply of water to the customer, and try to avoid any shortage or interruption of delivery of the same. The Band or Utility Department will not be responsible for any loss or damage occasioned thereby, if the same is caused by accident, so-called Act of God, fire, strike, riot, war, or any other cause. In the event of a water shortage proclaimed by the Committee, the Utility Department shall implement the Rincon Emergency Response Plan, Section 5, titled "Emergency Water Use Restrictions", and institute restriction stages for the water system.

6.1.22 Solid Waste Collection

Non-recyclable/non-hazardous household waste in a standard waste cans, or plastic bags set out for collection must not exceed 50 lbs. If such containers or plastic bags exceed 50 lbs. solid waste they will not be collected. It shall not be the responsibility of the Utility Department to collect solid waste that has been knocked over or scattered. If such an incident occurs, the customer's solid waste collection will be the following week.

6.1.23 Bulk Items

The Utility Department shall not remove, haul away or dispose of any "bulk" items such as refrigerators, furniture, washing or drying machines or any other item weighing over 50 lbs. and not capable of fitting inside the Utility Department's trash vehicle.

6.1.24 Sharp Waste

The Utility Department requires that all sharp wastes as hypodermic needles, pen needles, intravenous needles, lancets and other devices that are used to penetrate the skin for the delivery of medications within a household, including a multifamily residence or household, be transported to a collection center in an approved sharps container.

6.1.25 Hazardous Waste

The Utility Department shall not haul away any items that are considered hazardous waste such as paint cans, propane tanks, and any gasoline or kerosene cans that may have liquid in them. A minimum of two (2) Reservation clean-up days will be scheduled every year, one for Band Members and one for non-Band Members, where these items may be disposed of properly. Non-Band Members will be assessed a fee for disposal of all hazardous waste.

ARTICLE IV. TEMPORARY SERVICE CONNECTIONS, CROSS CONNECTIONS AND BACKUP SERVICE

6.1.26 Temporary Service General Provisions

Temporary services, whether from a fire hydrant or otherwise, are installed for the convenience and use of individuals, contractors and companies doing construction work. However, temporary services are not limited to construction purposes, but may be installed at the discretion of the Utility Department. Any temporary service may be discontinued during an emergency for the duration of the emergency that shall be determined by the Utility Department.

6.1.27 Applications

An applicant who desires temporary water service must fill out a temporary service application at the Housing Department.

6.1.28 Duration

Temporary service connections shall be terminated within six months after installation unless the applicant makes a written application for and receives written extension of time from the Utility Department.

6.1.29 Meter Charges and Responsibility

The applicant for temporary service shall be responsible for loss or damage to the temporary service connection and shall be charged in accordance with Article V, Section 6.1.54.

6.1.30 Cross Connection General Provisions

There shall be no connections installed, located, maintained or operated between the Rincon water supply, including its appurtenant mains, pipes, fixtures and equipment, and any other water supply which may or may not cause contamination or pollution of the water and physical parts of the Rincon water system without permission of the Utility Department and approval by the Committee. The Utility Department shall have the right to discontinue the service of water to the premises where such conditions exists.

6.1.31 Protection from Cross Connection and Backflow

Water service connections shall be protected from the hazards of cross-connection and backflow in accordance with the Utility Department cross-connection control program.

6.1.32 Installation and Maintenance of Devices

Backflow protection devices shall be installed and shall be maintained at the expense of the customer, and shall comply with all regulations of the Utility Department cross-connection control program.

6.1.33 Discontinuance of Service

The service of water to any premises shall be discontinued by the Utility Department, after reasonable notification, if unprotected cross-connection exist on a premises, or if a defect is found in an installed backflow protection device, or if backflow device has been removed or bypassed, and service will not be restored until such conditions or defects are corrected. Discontinuance may be immediate and without notice whenever, in the judgment of the Manager, such action is necessary to protect the water supply or safety of the system and its customers. The Utility Department determination shall be final and conclusive.

6.1.34 Metering of Back-Up Water Service and Backflow Prevention

Within sixty (60) days from adoption of this Ordinance, all property owners with "back-up" water service shall be responsible for installing a meter for his/her back-up water connection. The property owner shall also install a backflow protection device for the "back-up" water connection.

6.1.35 Cost of Installation

The cost of installing a water meter, meter box, labor and all necessary pipe and fittings as well as a backflow protection device shall be borne by the customer and shall be in accordance with Article V.

6.1.36 Water Fee

A property owner will be charged for his/her back-up water use as provided for under Article V, §section 6.1.53.

ARTICLE V. FEE SCHEDULES, BILLINGS AND ANY ADDITIONAL CHARGES

6.1.37 Fee Schedule Establishment

The Committee shall set and periodically review fees and charges for the water and solid waste disposal services. The Committee may, at its discretion, hold public meetings regarding these Utility Department fees and charges. Fees and charges shall be set at levels which cover the costs of safe and efficient provisions of services to the community. In establishing Utility Department fees and charges, the Committee shall take into consideration: (1) the cost of providing water and solid waste disposal services; (2) the cost of maintaining and operating the Utility Department; and (3) the cost of replacement, repairs and improvements to the Utility Department services provided.

6.1.38 Tribal Members

Band Members shall be exempt from domestic water and solid waste disposal service fees; but shall comply with all sections of this Ordinance and Utility Department regulations set forth, however, they will be charged fees for the utilities used by non-tribal members residing on their premises in accordance with Section 8.14 of this Article.

6.1.39 Non-Members

Non-tribal member land owners on the reservation shall be assessed a monthly fee for water and solid waste disposal services. All Band Member property owners who allow, rent or lease units on their premises to non-members will be assessed water and/or solid waste disposal fees or charges for each occupied unit.

6.1.40 Electronic Filing System

The Utility Department Manager or his/her designee shall create an electronic filing system that identifies units occupied by non-tribal members using digital photographs. Additionally, the Finance Department shall create, and the Utility Department Manager shall approve, a list of all property owners (members and non-members) who offer units for rent or lease. The report shall be generated and updated monthly and, in addition to listing the property owner, the report shall include the number of rental units each premises owner has available for occupancy. This report shall be used to confirm the number of available and occupied units.

6.1.41 Owner Responsibility

It shall be the property owner's responsibility to notify the Utility Department or his/her designee no later than the 20th of each month of any unit vacancies. Failure to timely notify the Utility Department of a vacant unit shall result in the Finance Department calculating charges for service to the unit.

6.1.42 Manager Responsibility

It shall be the Utility Department Manager's or his/her designee's responsibility to certify the number of occupied units to the Finance Department, no later than the 25th of each month. The Utility Department Manager shall confirm the occupancy of a unit by visually inspecting the status of the unit(s).

6.1.43 Finance Department Responsibility

It shall be the responsibility of the Finance Department to deduct from Band Members monthly per capita distribution appropriate water and solid waste disposal fees or charges, by multiplying the current rate for service by the number of non-member residents occupying the units on the premises. The Finance Department shall also be responsible for issuing monthly invoices to non-tribal members living on his/her lands within the boundaries of the Reservation or who allow non-tribal members to reside, rent or lease his/her premises. The Finance Department may issue charges for a partial month of occupancy to the property owner.

6.1.44 Billing Responsibility

The property owner shall be responsible for the water and solid waste disposal services used by non-member occupiers of their premises. The owners shall be liable for all costs associated with these services.

6.1.45 Monthly

Monthly invoices for water and solid waste disposal shall be issued on the first day of each month.

6.1.46 Time of Payment

Payments for water and solid waste disposal services are due on the 10th of every month and are considered delinquent if not paid by the 10th of the following month and charges or fees shall be subject to finance charges pursuant to Section 6.1.47.

6.1.47 Delinquent Accounts

The basic rate for nonpayment of charges for water and solid waste disposal services shall be ten percent (10%) of each month's charges and other penalties, Article 6, Section 6.1.55.

6.1.48 Notice of Delinquency

When a water or solid waste disposal bill becomes delinquent, the Finance Department shall mail a notice to the customer and Utility Department stating that the water or solid waste disposal service will be discontinued. The customer shall have thirty (30) days after the date of mailing to pay the bill. If the customer does not dispute the bill and full payment is not received, the service shall be discontinued, as provided in the notice. See Article VI for further enforcement actions of non-compliance with this Ordinance.

6.1.49 Conditions for Services and Payments

As a condition of receiving services from the Utility Department, the customer agrees to comply with all provisions of this Ordinance, and any regulations duly adopted by the Utility Department as well as any other applicable federal codes or regulations.

6.1.50 Domestic Water and Solid Waste Service Rates

The current monthly rates for domestic services are as follows, but are subject to adjustment by the Committee:

Water- \$60.00 per month

Solid Waste Disposal- \$45.00 per month

Customers shall be given a thirty (30) day written notice before a rate change becomes effective.

6.1.51 Commercial Water and Solid Waste Services

The current monthly rates for commercial services are as follows, but are subject to adjustment by the Committee:

Water - \$120.00 per month

Solid waste disposal - \$90.00 per month

Customers shall be given a thirty (30) day written notice before a rate change becomes effective.

6.1.52 Installation Costs or Fees

The current installation fees for a new meter and connection are as follows, but are subject to adjustment by the Committee:

Band Members: 1st connection is free

Band Members: 2nd connection \$1,500.00

Non-Band Members: 1st connection: \$1,500.00

Non-Band Members: 2nd connection \$3,000.00

6.1.53 Back-Up Service Fee or Charge

The current monthly base rate for a back-up service fee shall be determined by the Committee.

6.1.54 Temporary Service Deposit

The temporary user will pay the Band a deposit of \$500.00 to guarantee return of the meter and payment of the water charge. The deposit shall be credited against the water fee and any unused portion will be returned to the user when the water meter is returned to the Utility Department.

Water shall be assessed at \$3.00 for recycled water per 100 cubic foot, and if unavailable then domestic water can be used at \$5.00 per 100 cubic foot.

ARTICLE VI. ENFORCEMENT AND PENALTIES

6.1.55 Authorization to Enforce

The Utility Department, in conjunction with the Finance Department, is hereby authorized to collect established fees or charges for water and solid waste disposal services and to impose sanctions and penalties for non-payment to ensure compliance with this Ordinance. The Utility Department shall enforce its regulations, fee collections and provisions of this Ordinance by shutting off water service of any and all violators and delinquent bill-payers or imposing other penalties and sanctions as authorized.

6.1.56 Penalty Schedule

The Utility Department shall develop and adopt a penalty schedule which outlines specific penalties, fines and assessments for violation and non-compliance with the provisions of this Ordinance. The penalty schedule shall be reviewed for appropriateness annually by the Utility Department.

6.1.57 Notice of Noncompliance

Should the Utility Department determine a customer is in noncompliance with this Ordinance or a Utility Department regulation or policy, the Utility Department shall serve a customer a written notice of non-compliance and inform him/her that he/she has five (5)

days to notify the Utility Department to contest the notice of non-compliance. If the customer timely notifies the Utility Department and agreement can be reached on a plan of compliance, the Utility Department shall prepare a written statement to be signed by the customer acknowledging the violation and corrective plan. If the customer fails to comply with this corrective plan or fails to timely respond to the notice of non-compliance, the Utility Department may impose any of the sanctions set forth in Section 6.1.58.

6.1.58 Sanctions Authorized

The following sanctions may be imposed by the Utility Department for failure of the customer to comply with any provisions of this ordinance or with any duly adopted regulation of the Utility Department:

- A. Termination of service(s);
- B. Assessment of penalties based on a penalty schedule adopted by regulation of the Utility Department;
- C. Assessment of late charges based on a schedule adopted by regulation of the Utility Department;
- D. Assessment of damages resulting from the customer's non-compliance;
- E. Forfeiture of all or part of a deposit;
- F. Filing of a lien against the customer's property after the account is declared delinquent;
- G. Enforcing a lien by seeking a judgment, and satisfaction from the customer's property from a court of competent jurisdiction;
- H. Filing damages suit in a court of competent jurisdiction; and
- I. Referring violations that may involve criminal conduct to the police or prosecutor or appropriate law enforcement agency.

6.1.59 Sanctions Guideline

The Utility Department shall use the following guidelines when considering the appropriate sanctions to be imposed in any given case:

- A. Whether the sanction is required by this Ordinance or other applicable law, or whether imposition is discretionary;
- B. The minimum sanction needed to effect compliance;
- C. The irreparable harm to the customer and/or family if the sanction is imposed;
- D. The irreparable harm to operation of the Utility, and to the Tribe, if the sanction is not imposed;

- E. The customer's past record of compliance or non-compliance, or good faith efforts to achieve compliance;
- F. The customer's statement or behavior indicating the likely success of a given sanction securing compliance;
- G. The irreparable harm to other persons or property if the sanction is not imposed; and
- H. The effectiveness of similar sanctions in securing compliance in other cases.

6.1.60 Garnishment of Per-Capita Distribution

Should the Utility Department assess a Band Member customer a late charge or damages for non-compliance, the Utility Department shall request the consent of the Committee, for a garnishment of the Band Members per capita, as provided in the Band's Revenue Allocation Plan. Article 5, Section 2. The Revenue Allocation Plan says in relevant part: "the Business Committee shall garnish per capita payments for monies owed to the Band by Band Members and/or their renters/lessees." The Business Committee may delegate this authority to the Utility/Finance Department Manager to act on its behalf to withhold the distribution under this provision.

6.1.61 Dispute Resolution of Violation of the Ordinance and/or Department of Regulations or Policy

If a customer disputes that he/she is in violation of this Ordinance or a Utility Department regulation or policy under Section 6.1.55, and the dispute cannot be resolved between the customer and the Utility Department, the customer may file a notice with the Rincon Tribal Court requesting the Court to resolve the matter. The customer shall file his/her request with the Court no less than ten (10) days from his/her unsuccessful meeting with the Utility Department (or Committee) under Section 6.1.57. The Tribal Court shall treat the customer's case as a civil infraction and proceed under Title I of the Intertribal Court of Southern California, Rules of Court and Code of Civil Procedure. Judgments of the Rincon Tribal Court may be enforced by garnishment of tribal members' per capita as provided in the Band's Revenue Allocation Plan.

ARTICLE VII. MISCELLANEOUS PROVISIONS

6.1.62 Validity, Severability

The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any part of this Ordinance which can be given affect without such invalid part or parts.

6.1.63 Amendments

The Committee has the authority to amend this Ordinance at any time.

APPLICATION FOR WATER SERVICE

New Service

Existing Service

Property Owner Name: _____ Phone: _____

Property Owner Address: _____

Contact Person: _____ Phone: _____

Location of Property to be Served

Street Address: _____ City: _____

Lot No. _____ No. of Living Units _____

Tenant Name: _____ Phone: _____

I understand and agree to all conditions for water service set forth in this application.

Signed: _____ Date: _____
Owner/Representative

Rincon Public Works Use Only

Monthly fees are determined by the no. of living units on the property

No. of Units	
Monthly Water Fees	\$65.00
Total Monthly Water Fees	

Payment of the foregoing fees under the Rincon Band Luiseño Indians Water Ordinance and is hereby acknowledged.

Received by: _____ Date: _____

Notes:

6.1.64 Suspension of Ordinance

No employee, officer, contractor or agent of the Band is authorized to suspend or alter any provision of this Ordinance without the formal approval of the Committee.

6.1.65 Sovereign Immunity

Nothing in this Ordinance shall be construed as an implied or express waiver of the Band's sovereign immunity.

CERTIFICATION

We, the undersigned, as the governing body of the Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California, do hereby certify that the Rincon Business Committee is composed of five (5) members of whom constituting a quorum were present at a meeting duly held on 6/25/09 by a vote of 5 in favor, 0 against, 0 absent, and 0 abstaining.



Bo Mazzetti, Chairman



Stephanie Spencer, Vice Chairwoman



Gilbert Parada, Council Member



Charlie Kolb, Council Member



Steve Stallings, Council Member