

KERN DELTA WATER DISTRICT

RULES AND REGULATIONS FOR THE SALE AND DISTRIBUTION OF WATER

These Rules and Regulations are established by the Board of Directors pursuant to California Water Code section 35423 which provides, in pertinent part, that the District may establish, print, and distribute equitable rules and regulations for the sale and distribution of water. The District Board may change these Rules and Regulations, without prior notice, at their sole discretion.

APPLICABILITY OF RULES

General: All water service and deliveries and other activities pertaining to the use of water provided by the District shall be subject to these Rules and Regulations of the District.

DISTRICT FACILITIES

District Facilities: The District facilities, including any and all diversion works, canals, ditches, headgates, weirs and any other property owned by the District shall be operated and maintained solely by the District or its authorized agent, permittee, or subcontractor. Such facilities shall be under the exclusive control of the Manager or those employees whom the Manager has designated with authority. The Manager is hereby authorized to do all acts necessary and proper to enforce these Rules and Regulations.

Private Facilities: The operation and maintenance of private ditches, laterals, or other waterworks which are not the property of the District shall be undertaken by the individual or group of individuals who own or use such facilities (community ditches). At all times such facilities must be kept in reasonable repair and reasonably free from weeds and/or other obstructions and must be of sufficient capacity to carry the amount of water which is to be delivered by the District. The District reserves the right to refuse water delivery in the case of a facility or community ditch that, in the sole discretion of the District, is deemed to be not

properly maintained.

Connections: All connections to District facilities shall be made in such a manner so as to prevent damage from occurring to the District's facilities, and so as to prevent water from customers' facilities from entering District facilities. Any connections to District facilities must be approved by the Manager of the District, or his designee. It is the responsibility of the customer to reach the District's canal right-of-way or easement with a suitable pipeline or ditch. In the event the customer is unable to obtain an appropriate easement for such pipeline, the District may, under terms and conditions acceptable to the District, assist in the acquisition of an appropriate easement. The District will install a turnout and pipe from the canal to the edge of the District's right-of-way or easement. For parcels of 40 acres or more, the District will pay for the aforementioned turnout and pipe at no cost to the customer. For parcels smaller than 40 acres, the customer or landowner will pay the fee.

Obstructions: No fences, gates, bridges, ditches, buildings, culverts, pipelines, roads, telephone poles, power poles, signs, vehicle parking, storage, any fertilizer tanks or tubs, trees, or any other obstructions shall be placed within, along, across, or upon any property or right-of-way of the District without the permission of the Manager and an encroachment permit from the District stating the conditions governing the obstruction. No fences, structures, rubbish, garbage or any other matter may be placed in, or allowed to be placed in or on any District canal or other District facility or property.

If any obstruction listed above, or any other similar obstruction necessitates maintenance or other remedial action being taken by the District, the customer, the landowner, or other responsible person shall, within ten (10) days of being notified of said expenses by mail, reimburse the District for any such cost of repairs or remedial actions.

APPLICATIONS FOR WATER

Applications: In order to obtain delivery of water, the owner of lands (or their agent) and the tenant or lessee of lands, (hereinafter referred to as "customer(s)") must complete, execute and file with the District, an application for water service which shall include the name and

addresses of the landowner and tenant or lessee, a description of the land to be irrigated, and any other information required by the District. If the owner of lands is not available or not willing to execute the application for any reason, a copy of an executed lease agreement and Vesting Deed, for said land, will take the place of the owner's execution and the tenant/lessee must also provide the District a letter allowing the District to lien the tenant's or lessee's land in the District if the tenant/lessee become delinquent in their payments to the District. Application forms shall be provided by the District. The District may fix the date prior to which applications for water for the ensuing irrigation season are to be received, and may require a cash deposit at the time of application for each acre for which application is made.

Land Transfers: When land is sold, a change of tenant occurs, or title is otherwise transferred to another party, the District shall be under no obligation to deliver water to such lands until a new application for water service is properly completed and filed with the District.

Authority of Applicant: District shall not be obligated to provide water service pursuant to any application for water service, or otherwise, unless and until District is provided, upon request, verification acceptable to the District that applicant has authority to bind the landowner and/or tenant for charges associated with water deliveries by District and for any other charges or expenses associated with these Rules and Regulations. Any such verification shall be in the form prescribed by District.

DELIVERY

Delivery Orders: All orders for water delivery or shutoffs must be placed by the customer, or his designee, either by telephone, or in writing no later than 10:30 a.m., and twenty four (24) hours prior to the requested delivery or shutoff. Shutoff orders not placed within the minimum 24 hour period will be charged for a full 24 hour day for "Off Without Notice". Delivery shall be made as requested by customer, provided that sufficient water is available to permit such delivery and provided that the capacity of the District's facilities has not previously been committed to delivery of water to other customers. The District may require payment of water charges prior to the delivery of any water ordered. Water delivery problems must be

called into the Dispatch office immediately. Problems turned in after the day of occurrence may not be acted upon. Customer shall be responsible for the payment of water ordered until the procedures and time requirements described above have been complied with.

Minimum Order: Customers must order a minimum of one half (1/2) cubic foot per second for at least twenty four (24) hours (1 acre foot). Delivery orders of less than this amount, or in amounts not readily measurable or controllable, will not be accepted or processed by the District. Any water ordered by a customer must be accepted by the customer on a continuous basis until the entire amount so ordered or deliverable has been delivered, unless the proper turn-off procedure and time requirements thereof have been complied with. All water shutoff times will be the same as the start time, unless previously specified by the customer and agreed upon by the District. There is a grace period for water overruns of up to four (4) hours, over four (4) hours will be charged one half (1/2) day, over six (6) hours will be charged for one (1) full day of water.

Non-acceptance: A customer who fails to accept delivery of water, which has been ordered, and which the District is prepared to deliver, shall be charged for the amount of water so ordered, unless the proper shutoff procedure and time requirements thereof have been complied with. In the event of breaks in private ditches, laterals, or other private water-carrying facilities, or other emergency circumstances or conditions where it becomes necessary for the customer to turn the delivered water back into the District's facilities, the District must be notified before the water is turned back to the District (Dispatch number is 661-834-4653 and is answered 24 hours a day, either by the Dispatcher or the answering service) and the District must consent to such return. The customer shall be responsible for any and all loss or damage caused by the turning back of water into the District's canal if said water causes any loss or damage. The customer shall not be responsible for payment of water not accepted if non-acceptance is the result of an unavoidable and unanticipated emergency. It is within the Manager's sole discretion to determine whether or not an unavoidable and unanticipated emergency situation has occurred.

Condition of Property: Customers must have their land and facilities in reasonable condition in order to care for and accept delivered water without undue waste or damage.

Reasonable care in applying the water must also be undertaken in order to eliminate excessive drainage.

Water Level: The District shall not be required to raise water levels to an excessive height in any canal or other facility of the District in order to provide water service to a customer.

Priority: At such times as the District's facilities are being used to capacity, water will be delivered as far as practicable to consumers on those canals in order of priority of water orders.

Split Heads: In the event two or more customers are supplied water through the same turnout (“split head”), the District may require that all customers being served by a combined turnout furnish to the District, in a form suitable to the District, an agreement executed by each customer which may include, among other provisions, terms regarding acceptance of water delivery through the turnout, granting of easements among the customers, and authorization for one individual to represent the others in all matters relating to delivery of water through the turnout. It is the customers’ responsibility to make sure the water is divided appropriately.

Temporary Deliveries: Delivery of water for unscheduled, temporary, or special purposes may be made in the manner and upon such terms and conditions as are required by the Manager, or his designee.

Transferability: No water delivered or deliverable by District, or any rights that may pertain to such waters or to the delivery thereof may be permanently transferred from one customer to another or from one property to another. Monthly or annual transfers of District water service is permitted under the following circumstances and with approval from the Board or General Manager upon acceptable terms and conditions:

(a) Kern River Utility water shall only be delivered within the water right Service Area of origin, except during mandatory release.

(b) Balfour Guthrie, Bloomfield, or Eastside Contract water entitlements shall be delivered to their respective contract lands only.

(c) Transfers of Kern River prorrations and/or service rights between eligible recipients may be permitted within the same Service Area. Transfers of State Water allocations are permitted within the District with no Service Area restrictions; however, the original State Water Rate will follow the State Water delivery.

(d) Transfers by the original allocatee into a pool established by the District for general reallocation are permitted.

(e) During prorroration periods, all transfers shall be subject to all of these Rules and Regulations and:

(1) Parties to the transfer will notify the Dispatcher. No water may be transferred without a written Transfer Agreement between the parties on file with the District.

(2) Payment for the transferred water will be the responsibility of the receiving party.

(3) From time to time the Board of Directors will review the status of unused allocations and, at their discretion, may recall such supplies as they deem to be prudent and practical.

(4) Transfers may not adversely affect the prorrations or canal capacity of other Customers.

Exchanges: Exchanges may be permitted on a case by case basis subject to Manager's approval in emergency situations, and subject to Board approval under non-emergency conditions. The term "exchange" refers to the substitution of any water supply available to the District or any person for use by any person, provided however, the recipient pledges in good faith to repay the party or entity of origin at the earliest practical point in time. Any such exchange shall be conditioned upon terms and conditions deemed appropriate by the Manager or the Board.

District Well Water: District Well Water, produced by District owned wells, will not be available for use by individual customers.

Customer Well Water: District facilities may be used to transport such water upon terms and conditions deemed appropriate by the Manager, including but not limited to:

(a) Unused capacity is and is anticipated to be available in the District's facility.

(b) Prior to delivery into a District facility, Customer shall install a District approved flow meter, in addition to any other turn-in delivery facility deemed appropriate by the District, in accordance with District specifications. Cost of the meter and its installation will be paid by the Customer.

(c) Delivery of Customer Well Water into the District's facility may be terminated at any time, and without notice, by the District, in its sole discretion.

(d) Customer shall provide District ingress and egress to and from the groundwater well location site and any other areas deemed relevant by the District so as to account for and monitor the delivery of Customer Well Water to the facility.

(e) The Customer's well site may be labeled by the District for District reference purposes.

(f) Scheduling of the Customer's Well Water pump-in shall follow the same procedures as ordering for turnouts (See Rules and Regulations section "Delivery"). Customer shall provide the District Dispatch as much notice on a proposed well turn ON and/or turn OFF as possible, with a minimum notice of 24 hours.

(g) Customer, and NOT District personnel, shall operate the Customer's well. Customer shall only make flow changes upon prior approval of the District. The Customer shall call and notify the District Dispatch at the exact time of turn ON, turn OFF, or change in flow and provide a corresponding meter reading.

(h) Customer shall have the sole responsibility to maintain the well and related "turn-in" facilities (i.e. check oil, water levels, operate valves, etc.)

(i) District staff will endeavor to read meters daily, and upon each ON, OFF, or change of flow.

(j) District staff will endeavor to verify the meter is measuring accurately (i.e. full pipe flow). District may require the Customer to have the meter tested for accuracy and/or repaired/recalibrated, at Customer's expense.

(k) Customer Well Water may only be transported within the District's Groundwater Zone of Benefit of origin of said Well Water (Zone of Benefit may differ from the Service Area).

(l) Customers may only transport Customer Well Water in District facilities within a three mile radius of the well. The District's Wheeling Rate for this transportation is \$2.50 per acre-foot, and is subject to change by the Board of Directors. If the District conveyance facility

is not in operation, and if approved by the District, customers may transport Customer Well Water in District facilities (the three mile radius still applies). Customers must pay all costs and expenses through District facilities.

(m) Customers must provide annual water quality tests for Well Water pumped into District facilities. Constituents to be tested for will be determined by the District and will include at a minimum an Irrigation water quality test. The District may also require more frequent tests and a full Title 22 or other test(s) if District water is being delivered to another agency, or upon other circumstances as determined by the District.

(n) The constituents of the water quality tests may change from time to time as determined by the District Manager.

(o) Customer shall indemnify, defend, and hold the District harmless from any and all claims and liability related to delivery of the Customer's Well Water quality into District facilities, including but not limited to any and all effects on water quality, and damages related to delivery into District facilities, upstream or downstream of the turn in.

(p) The Customer must enter into and sign the District's Well Water Pump-In Agreement.

CONTROL

Hazards:

(a) No customer shall use, cause to be used, or suffer to be used on lands located within the District, water distributed by the District in any manner which creates, or is likely to create, an unsafe or hazardous condition, and the District shall have the authority to immediately cease water deliveries where an unsafe or hazardous condition is known to exist, and the delivery will not restart until the District is satisfied that the condition has been rectified.

(b) If a violation of subparagraph (a) is found to exist, the District may discontinue service without notice if the unsafe or hazardous condition creates a clear and imminent danger to the public health, welfare, or safety such that immediate action is required in order to avert or mitigate said danger. Immediately thereafter, the District shall notify the customer of the reasons for the discontinuance and the corrective action which must be taken by the customer before

service will be restored. Such notification shall be in writing and shall be personally served upon the customer or mailed to the customer at his last known address. A copy of such notice shall also be left in a conspicuous place on the affected premises. If the owner of the affected premises differs from the customer, a copy of such notice shall also be personally served upon the landowner or mailed to the landowner at his last known address.

(c) In all other cases in which a violation of subparagraph (a) is found to exist, the District may discontinue service after the District has given the customer at least five (5) days' written notice of such intention. Said notice shall include the reasons for the proposed action, a description of the corrective action which must be taken by the customer in order to avert discontinuance of service, and the date on which the District proposes to discontinue the service. A copy of such notice shall be personally served upon the customer or mailed to him at his last known address. A copy of such notice shall also be left in a conspicuous place on the affected premises. If the owner of the affected premises differs from the customer, a copy of such notice shall also be personally served upon the landowner or mailed to the landowner at his last known address.

Diversions: No water delivered by the District shall be diverted or allowed to be diverted by a customer at any time from lands within the District service area to lands outside of the District service area, from one improvement District to another, or to lands for which no application for water service has been filed with the District, without the prior consent of the Board of Directors.

Control Outside District Facilities: District shall not be responsible for the control, carriage, handling, use, disposal or distribution of water delivered to a customer whenever such water is outside of facilities then being owned, operated and maintained by District. Customer agrees to indemnify and shall hold harmless the District and its officers, agents, and employees from any and all loss, expenses, damage, liability, claims or causes of action of every nature whatsoever, for damage to or destruction of property of whatever nature, including District's property, or for injury to or death of persons, in any manner arising out of or incidental to the control, carriage, handling, use, disposal or distribution of water outside such facilities.

Drainage: Except for drains and water ways built, or formally accepted, by the District expressly for the conveyance of drainage water and/or storm water, no person will be allowed to drain irrigation or other water into or upon District-owned property or facilities, unless consent to such drainage has been obtained from the Manager. Such consent may only be given on a case-by-case basis.

Landowner Wheeling Rates: Upon terms and conditions acceptable to the Manager, an in-District landowner may bring outside surface water into the District for delivery in the District using District facilities. Kern Delta must review and approve the request on a case by case basis. If the canal is running and there is available capacity, the Wheeling Rate is \$2.50 per acre-foot and no water losses (floated on District water). If the canal is dry, the Wheeling Rate is \$2.50 per acre-foot for all water diverted into District facilities. All water losses associated with this wheeling becomes the property of the District for any legal use and/or purpose.

3rd Party Wheeling Rates (Non-District Landowner or Water User): Upon terms and conditions acceptable to the Manager, A 3rd party may wheel water in Kern Delta District facilities, if capacity is available, and under the following conditions:

- (a) Kern Delta staff must review and approve the request.
- (b) Administration fee of \$1000.00. (Non-refundable)
- (c) A \$12.50 per acre-foot Wheeling Rate. (No water losses if the canal is operating)
- (d) A \$12.50 per acre-foot Wheeling Rate. (Plus water losses if the canal is dry) All water losses become the property of Kern Delta for any legal use and/or purpose.
- (e) Kern Delta personnel will operate District facilities at all times.

WATER SHORTAGE

Water Shortage: In the event of actual or perceived water shortages, as determined by the District, the District may prorate the anticipated total deliverable amount of water among District customers. Proration may be calculated on a monthly basis or by using any other time period, and shall be calculated based upon (1) anticipated total deliverable water to specific areas within the District Service Areas, (2) total acres within those Areas, (3) acres owned or operated by each customer within those Areas, and (4) any other equitable factors deemed necessary and appropriate by the District.

LIABILITY

Negligence: The District shall not be liable for any damage caused by the negligence, carelessness, or intentional acts or omissions of any customer in the use of water, or for the failure on the Customer's part to maintain any ditch, lateral, or other facility not owned and controlled by the District. The Customer shall not be liable for any damage caused by the negligent act or omission of the District.

Water Availability: The District shall not be responsible or liable for any damage to crops resulting from insufficient water supply to the crops, regardless of the cause of the insufficiency.

Water Orders: Customer shall be responsible for any loss, damage, or expense caused by customer not using the full amount of water ordered by the customer.

Damage to District Facilities: If any damage whatsoever is done to District facilities by customers and/or their agents, including damage caused by moving farm equipment, livestock, or otherwise, it shall be the responsibility of the customer to pay for any such damage. District shall be entitled to make any necessary repairs and customer shall be responsible for paying the costs of any such repairs within ten (10) days of being notified by mail of such costs.

DISCLAIMER

The District may sell and distribute water for any legal purpose. Any water purchased by a customer shall be used for irrigation purposes only unless otherwise allowed in these Rules and Regulations or by other agreement. District waters include, but are not limited to, Kern River Water, State Water Project (SWP) water, well water, storm water runoff, exchange water, transferred water, and other 3rd party waters. Water furnished by the District is unfit for human consumption and may be unfit for other purposes, and is not warranted by the District. The District hereby expressly disclaims any and all warranties, including merchantability, either

express or implied, as to the fitness or suitability of water for any purpose whatsoever. The District does not represent, express or imply as to the availability, condition, quantity, quality or suitability of water at any time for any purpose. The District does not represent, express, or imply as to the integrity, availability, capacity, condition, quality, or suitability of the District's facilities at any time or for any purpose.

The District treats canals, waters, and other District facilities with chemicals, herbicides, surfactants, and other materials. Customer assumes all risks associated with the use of said water and any consequences thereof, except for any negligent act of the District.

WATER RATES, BILLS, AND PAYMENT

Rates: Water rates, standby charges, equalization charges, and any other charges permitted by law shall be determined from time to time by the Board of Directors of the District.

Billing: Invoices for water service shall normally be mailed to the person designated in the application for water service no later than the tenth of each month for those water deliveries which occurred during the preceding month. Payments are to be made at the District offices, located at 501 Taft Highway, Bakersfield, California 93307, and must be paid upon receipt. All water bills must be paid no later than the last business day of the month the bill is issued.

Delinquent Accounts: A Water Account will be considered delinquent if billings and invoices are not paid in full on or before the last business day of the month in which the invoice was mailed to the Customer. Delinquent Water Accounts will be charged interest at the rate of 1.5% per month until paid. An Assessment Account will be considered delinquent if the Assessment is not paid in full on or before June 30th of the year assessed. Delinquent Assessment Accounts will be charged with a 10% penalty on the delinquency date and interest at the rate of 9% per year until paid. No water will be delivered to a customer if their water account becomes delinquent or the property assessments become delinquent.

Landowner Responsibility: The landowner is ultimately responsible for and shall be liable for all water charges and other costs invoiced by the District which have been incurred for

water services, water deliveries, or otherwise incurred pursuant to these Rules and Regulations, or as allowed by law.

Requests Re: Equalization Charge: In the event a customer owns lands which are not farmed, nor intended to be farmed, nor anticipated to be farmed, but who is charged the District's Equalization Charge upon said non-farmed land, the customer may request of the District, prior to the imposition of such charge, in a form prescribed by the District, to have the equalization charge against said non-farmed property withdrawn and/or cancelled. The District may approve the request, in its sole discretion, upon such terms as it deems appropriate.

COMPLAINTS/ERRORS

Complaints: Complaints of any kind against the District must be made in writing to the Manager immediately after the acts complained of have occurred. Water delivery problems must be brought to the attention of the District by calling the Dispatch office immediately. Problems reported after the day of occurrence may not be acted upon.

Errors: All claims for errors in the measurement of water must be made in writing to the Manager within 30 days after the mailing of the invoice containing the error. If no claim is made within that time, the measurement as reported by the District personnel shall be the basis for the water charge.

FACILITY MODIFICATIONS

Customer Requests: Any customer desiring a structural change, realignment, or modification of any canal or District facility may petition the Board of Directors, in writing, for permission to make such change or realignment. Any such petition must be accompanied by a map showing the desired changes, and customer shall be required to pay for any such changes in advance. Any modifications or changes, if allowed by the District in its sole discretion, shall be conditioned upon terms and conditions acceptable to the District and shall, upon acceptance, become the property of the District.

TERMINATION OF SERVICES

Waste: Water delivery or services may be discontinued to any customer found to be wasting water either willfully, carelessly, or as a result of defective or inadequate ditches, laterals, pipelines, or inadequately prepared land or improper management, and said water delivery will not be resumed until such conditions are corrected to the satisfaction of the District. However, the customer shall in no way be relieved of any responsibility for payment of any charges or obligations by reason of such discontinuance of water service.

Violations of Rules and Regulations: Water delivery or services may be discontinued by the District for any violation of these Rules and Regulations by the customer. Water delivery will not be resumed until the customer complies with all the Rules and Regulations of the District. However, the customer shall in no way be relieved of any responsibility for payment of any charges or obligations by reason of such discontinuance of water service.

Maintenance: Water delivery or services may be discontinued by the District in order to perform maintenance, modifications, or construction of canals or other facilities or for any other necessary purpose(s), at any time or times. District facilities may be drained of water during shut down periods. Customers receiving usable water during a drain down will be charged normal and customary rates for water delivered. District staff may make arrangements to drain canals for maintenance or emergencies at no cost to customers or landowners.

Delinquency: Water delivery or services shall be discontinued to any customer or property for which there exists a delinquency in the payment of any charges or assessments. Water service shall be resumed only upon full payment of all delinquencies, including water charges, assessments, penalties, and interest.

Non-liability: In any event of water service termination, District shall not be responsible or liable for any damage occasioned by such discontinuance of water service.

ENFORCEMENT

Manager's Responsibility: The Manager of the District shall be responsible for the enforcement of these Rules and Regulations. Nothing in these Rules and Regulations are intended to, nor shall have the effect of limiting any rights granted the District under any laws of the State of California. The failure or refusal of the Manager to enforce any provision of these Rules and Regulations shall not constitute a waiver of the right to enforce any or all of the provisions contained herein at any subsequent time for the same violation or for any other.

Records: In administering these Rules and Regulations, the District will rely upon the Kern County Assessment Roll, last equalized, and upon District records regarding matters of title to land, addresses of landowners, authorizations, appointments, designations and the like filed with the District by a customer. These records shall be considered continuing representations upon which the District is entitled to rely unless and until the District has received actual written notice of any changes from the customer, the transferee, or the County of Kern.

Unauthorized Tampering: No person shall molest, tamper with, or interfere with structures, meters, or devices used for the delivery of water. In this connection, attention is directed to **California Penal Code section 592** which provides as follows:

"(a) Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume, or reservoir used for the purpose of holding or conveying water for manufacturing, agricultural, mining, irrigating, generation of power, or domestic uses is guilty of a misdemeanor.

(b) If the total retail value of all the water taken is more than four hundred dollars (\$400), or if the defendant has previously been convicted of an offense under this section or any former section that would be an offense under this section, or of an offense under the laws of another state or of the United States that would have been an offense under this section if committed in this state, then the violation is punishable by imprisonment in the county jail for not more than one year, or in the state prison.

ACCESS

Customer Property: The authorized agents or employees of the District shall have free

access at all times to all lands irrigated from the District facilities, for the purpose of operation or maintenance of District facilities or for the purpose of examining the ditches and flows of water therein and for the further purposes of ascertaining the acreage of crops on lands irrigated or to be irrigated, or for any other purposes reasonably related to conducting District business or enforcing these Rules and Regulations.

District Facilities: No customer shall use or enter upon any District facilities, property, or rights-of-way without the express permission of the Manager. Prior to sampling or testing of District's water supplies in District facilities, an encroachment permit from the District stating the conditions governing the same shall be obtained. No chemicals may be added by customers, private parties, or their agents to waters within District facilities, rights-of-ways, or easements. Suitable measures to prevent back flow into the District's facilities shall be provided as required by the District.

MODIFICATION OF RULES

Board of Directors: These Rules and Regulations shall become effective when adopted by the Board of Directors of the District and may be amended or repealed, in whole or in part, from time to time within the sole discretion of the Board of Directors.

Special Conditions: The Board of Directors may authorize a temporary variance from these Rules and Regulations to meet any special conditions as deemed appropriate by the Board of Directors.

SEVERABILITY

Invalidity: If any provision of these Rules and Regulations, or the application thereof to any person or circumstance, is held invalid, the remainder of these Rules and Regulations and the application of its provisions to the same or other persons or circumstances shall not be affected thereby.

ADOPTED 1/19/2010
AMENDED 4/21/2015

Captions: All captions accompanying these Rules and Regulations are for convenience and ease of reference and are not intended to limit the applicability of any rule or regulation.