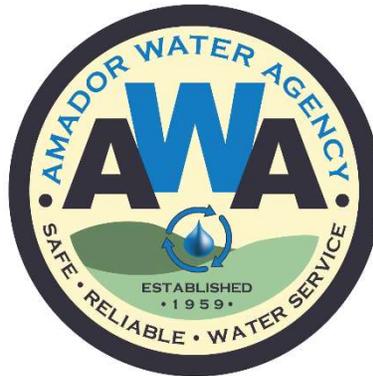


AMADOR WATER AGENCY

WATER CODE



**12800 Ridge Road
Sutter Creek CA 95685
(209)223-3018**

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ARTICLE 1 - GENERAL POLICIES AND POWERS

Section 1.00 General Policy for Operation of Agency Water System.

The Agency will operate and maintain its Water System in an efficient and economical manner and distribute and supply water and recover the costs of water service as fairly and equitably as possible. Water supply and service will be provided by the Agency to Customers within defined Agency boundaries in accordance with the rules and regulations governing said service and contained in this Water Code, as amended by the Agency Board from time to time.

The rates, fees and charges to be made for service will be set no higher than necessary to enable the Agency to recover all costs of providing water service and shall include but not be limited to any costs for:

- (a) Purchasing, pumping, treating, transmitting and distributing water;
- (b) Customer service;
- (c) Administration;
- (d) Overhead;
- (e) Debt service; and
- (f) Repair, maintenance, replacement, and improvement of facilities.

All rates, fees and charges for service shall be reviewed on a regular basis and, if necessary, adjusted so as to sufficiently recover the costs as described above.

Section 1.01 General Applicability of this Code

The provisions in this Code apply to the Agency's entire service area. In the past, the Agency has created a number of Improvement Districts, and sometimes developed unique rules for services within such districts. Although some of the Improvement Districts continue to exist, they are only relevant within the context of agreements that remain applicable to any given district.

To the extent that the provisions of this Code may be inconsistent with the provisions of any prior Agency action governing the same subject, the terms of this Code shall prevail.

Section 1.02 Definitions

For purposes of the Agency Water Code, the following terms shall have the following meanings unless the context clearly indicates otherwise.

- (a) "Agency" or "AWA" means the Amador Water Agency.
- (b) "Agency Water Code" means these water service rules and regulations.
- (c) "Agency Representative" means any person designated by the Agency Board or the General Manager to perform the services or make the determinations permitted or required under the Agency Water Code.
- (d) "Applicant" means the person, firm, corporation, association, partnership,

municipality, development, or other public or private entity applying to receive water service.

- (e) “Approved Tentative Map” means an approved or conditionally approved tentative map or vesting tentative map for a Subdivision, as such terms are defined in Government Code Section 66410 et seq.
- (f) “Board” means the Board of Directors of the Amador Water Agency.
- (g) “Capacity Fee” means a fee that will be used to finance, construct, and install water facilities.
- (h) “Commercial Service” means the provision of water for use by Customers engaged in business or trade at that Premises, or to any Premises used for rental purposes, including but not limited to residences that are not separately metered.
- (i) “Contractor” means an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done.
- (j) “Control Valve” means a device used to control or shut off the flow of water, including to a Service Connection.
- (k) “Curb Stop” means an Agency Control Valve located in a water service pipeline near the curb and between the water main and building. This valve is usually located on the water main side of the water meter and is operated with a valve key or wrench to stop and start flows in the water service line to the building. Lockable Curb Stops are also used to lock out a water Service Connection at the Point of Responsibility.
- (l) “Customer” means the person or persons, firm, corporation, association, partnership, municipality, or other public or private entity of record receiving water service from the Agency. All persons and other entities using water supplied or distributed by the Agency are Customers, whether their individual connection is to a private facility or Agency property, and are required to pay all applicable rates, fees and charges as established by the Agency for the type of service received, except in the following cases:
 - (i) persons living in areas supplied with water by an Agency wholesale Customer; or
 - (ii) persons living within commercial establishments such as hotels, apartments, rest homes and similar facilities that are being furnished Commercial Service through a master Meter.
- (m) “Date of Presentation” means the date upon which a bill or notice is postmarked, delivered personally to the Customer, or emailed to an email address the Customer provided to the Agency.
- (n) “Developer” means the person or entity seeking water service, a will serve commitment, or to extend and/or construct water facilities for a Development.
- (o) “Development” means a residential or commercial subdivision, project, or property seeking new or expanded service.

- (p) “Equivalent Dwelling Unit” or “EDU” means the equivalent water usage of a single family residence with a metered service connection, as determined by the Agency, without an auxiliary dwelling unit.
- (q) “Final Map” means a final map or parcel map which is recorded for a Subdivision or Development pursuant to Government Code Section 66464 et seq.
- (r) “General Manager” means the General Manager of the Agency or other person designated to perform the services or make the determinations permitted or required of the General Manager.
- (s) “Industrial Service” means the furnishing of water to a customer for use in manufacturing or processing activities.
- (t) “Main” means the pipelines used to convey water through AWA’s Water System to the Customer’s Point of Responsibility; Mains are often located in streets, highways, and public rights-of-way or easements or, in special cases, on private rights-of-way.
- (u) “System Extension Agreement” means an agreement between AWA and a Developer addressing responsibilities for the extension of water Mains, expansion of treatment capacity, or any addition of infrastructure required in order to serve a Development.
- (v) “Manufactured Home Park” means manufactured homes constructed on a single parcel or multiple parcels.
- (w) “Meter” means a device capable of measuring the quantity of water delivered by the Agency to a Service Connection.
- (x) “Meter Setter” means a prefabricated copper device constructed to house a water Meter with valves on the inlet and outlet side of the device.
- (y) “Meter Rate” means a charge for measured quantities of water service.
- (z) “Multiple Dwelling” means a dwelling, building, property or Premises that contains two or more Residential Units.
- (aa) “Multiple Use Charge” means the monthly charge in addition to the basic Monthly Service Charge where there exists one metered service connection to more than one residential unit, commercial enterprise or other definable use by the Agency.
- (bb) “Municipal Service” means the furnishing of water to governmental entities for their own use in and on property owned by the entity and not for resale.
- (cc) “Non-Owner Applicant” means a renter or lessee of the premises to be supplied with water service.
- (dd) “Owner” means any person who by contract of sale, deed, with security as trust deed, mortgage, or other evidence of indebtedness, estate, or other color of right, or color of title, has fee title or demonstrates, or ostensibly demonstrates the authority to grant, or accept the incidents of ownership to any lot, Premises, or parcel of land.
- (ee) “Point of Responsibility” means the physical point at which an Owner’s responsibility for all conditions, maintenance, repairs, use and replacement of water

service facilities begins, and the Agency's responsibility ends. This point is:

- (i) Metered service: The connection point of the Customer's system at the outlet side of the Meter Setter.
 - (ii) Private Fire Service: The connection point at the Agency's main shut-off valve connecting the Agency's water Main and the inlet side of the private fire service facilities.
- (ff) "Premises" mean a lot or parcel of real property or portion thereof, including any improvements thereon, or any building or other structure or any part of any building or structure, used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity, that is determined by the Agency to be a single unit for the purpose of receiving, using and paying for water service.
- (gg) "Residential Service" means the furnishing of water for household residential purposes, including water used for watering lawns, gardens and shrubbery, and other similar purposes. Residential service shall not include water service to commercial establishments such as hotels, motels, mobile home courts, apartments, and similar establishments unless service to each unit is on a separate Meter.
- (hh) "Residential Unit" means an apartment, house, condominium, manufactured home or other single family residence.
- (ii) "Service Charge" means a readiness-to-serve charge applicable to all active water service accounts whether water is used or not. A water use charge may be added to the Service Charge which will be computed at the applicable volume (quantity) rate.
- (jj) "Service Connection" means the pipe, valves, and other facilities by which water is conveyed from the water Main to the Point of Responsibility, and includes the tap, service saddle, corporation stop, Curb Stop, Meter box and shut-off valve.
- (kk) "Subdivision" means the unit or units of unimproved or improved land as defined in Government Code Section 66424.
- (ll) "Untreated Water" means water that has not been treated and is not potable or considered suitable for human consumption, and may not be suitable for domestic animal consumption.
- (mm) "Water Service" means the installation of the service tap, water service line, service box, and meter, and submittal of application and payment of fees, all in accordance with the Agency's rates, rules, regulations, and Standard Design and Construction Specifications, to include irrigation and fire services.
- (nn) "Water Service Rates and Charges" mean the water rates, charges, special taxes, fees, and assessments adopted and amended from time to time by the Agency Board for its Water System.
- (oo) "Water System" means all of the pipelines, treatment facilities, canals, flumes, tunnels, measuring devices, rights-of-way and other appurtenant works, facilities, and properties acquired by the Agency for the purposes of furnishing water service.

- (pp) “Wholesale Service” means the furnishing of water to a Customer for resale to others who have contracted for such service.

Section 1.03 Responsibility for Water System Operation and Management

All Agency-owned water systems, including all measuring devices, shall be under the exclusive control of the Agency. The Agency shall be responsible for operating, maintaining, and replacing all portions of the water system up to the Point of Responsibility to the customer. Whenever a power is granted to or a duty imposed on the Agency by this Code, the power may be exercised or the duty performed by the General Manager unless this Code requires a Board action. The Board may, based on a Customer request or on its own motion, find that by reason of special circumstances any provision of the Agency Water Code should be suspended or modified as applied to a particular Premises or to any person and may by motion, order such suspension or modification for such premises or person during the period of such special circumstances, or any part thereof.

Section 1.04 Allocation of Water Supply and Capacity.

The Agency has a limited water supply, treatment, storage, transmission, and distribution capacity. Approvals of water service shall be on a first-come, first-served basis.

Section 1.05 Compliance with Regulations

By applying for and/or receiving water service from the Agency, each Applicant and Customer agrees to be bound by and comply with all regulations in effect, adopted or amended by the Agency Board from time to time. A Customer who violates any Agency regulation is subject to termination of water service.

Section 1.06 Waste of Water

No person and/or Customer shall cause or permit any water furnished by the Agency to run to waste, run into any gutter, to otherwise pool, pond or run-off of applied areas, to damage other property, to leak from the Customer's water receiving equipment, or to flow from any hose which is not equipped with an automatic shut-off valve. After two warnings by mail or personal service to the Customer, the Agency may disconnect the service for failure to comply with this rule. Service will be restored only upon correction of the water waste condition and payment of the Service Call Fee set forth in the applicable rate schedule. Water wasted will be estimated and charged for in accordance with the Agency's Water Service Rates and Charges.

Section 1.07 Agency's Unrestricted Access.

By applying for or receiving water service from the Agency, each Customer irrevocably licenses the Agency and its authorized employees and representatives to enter upon the Customer's Premises at all reasonable hours for any purpose reasonably connected with the furnishing of water service. It is the Customer's responsibility to ensure accessibility to the meter at all times. When

a meter cannot be read because of an obstruction, the Agency will notify the Customer, and the Customer shall correct the condition. Failure to remove the obstruction within 14 days after notification shall result either in remediation of the problem by Agency crews, to be billed to the Customer on a time and materials basis, or in termination of service.

Section 1.08 Restricted Access to Agency Water System

No one shall at any time or in any manner operate, interfere with, or otherwise tamper with gates, locks, valves, Meters or their connections, mains or other facilities of the Agency's Water System without prior written authorization by the Agency. The Agency's Water System, including canal rights-of-way, shall not be obstructed by fences, structures, or other objects without written permission of the Agency. The Agency may remove obstructions and recover the cost from those responsible. Trees, vines, crops, or other vegetation shall not be planted on Agency property without written permission of the Agency. No bridge, crossing, pipe, or other structures shall be placed in an Agency canal without written permission of the Agency. If Agency permission is granted, the Agency shall not be responsible for maintaining any such structures, and may remove them if they are not properly maintained. Anyone doing work within a distance of 100 feet along the slope above or within a distance of 50 feet along the slope below its canals must obtain written approval from the Agency prior to beginning such work. For the purposes of this Section, work shall include grading, digging, brushing, spraying, burning, building, dumping, logging or any other activity that may damage the canal and cause leakage, siltation, blockage, contamination or any other adverse impact on the normal operation of or the flow of water in the canal.

Section 1.09 Place of Use: Resale or Reuse of Water Prohibited

No Customer shall use, or permit the use of, any water furnished by the Agency on any Premises other than specified in his or her application for water service, nor shall any Customer resell any water furnished by the Agency except with the prior written authorization of the Agency, unless his or her business uses water in the process of producing a product for resale. The bottling of water for resale is not considered a process of producing a product for resale and is expressly prohibited.

Section 1.10 Separate Premises and Multiple Premises.

No more than one Premises will be served from a single service connection without specific Agency approval. When a service connection serves two or more Premises which are owned by the same party, the Agency will install one master Meter and the owner will be the customer of record and responsible for payment of all charges. If a service connection serves two or more Premises which are not owned by the same party, each owner will be required to provide the Agency with an easement and pay to install a Water Service for each connection to each Premises.

Applicants for water service to rental units may be the lessee or renter of the Premises for which service is requested or may be the owner of said premises. Bills shall be mailed to the designated Customer who shall be liable for payment. However, the Owner of the Premises shall be responsible for regular monthly payment for all services rendered by the Agency to his or her Premises, whether an invoice is received or not, until the Agency receives a notice from the

Customer to terminate such service. The Owner remains responsible for all Agency fees and charges incurred on his or her Premises regardless of the time or manner in which the charges were incurred, and for compliance with this Code. A duplicate bill will be made available to the Owner upon his or her request.

AWA will follow State law applicable to accessory dwelling unit connections, however all service connections remain subject to periodic Agency review of metered usage as compared to the EDU's originally applied for by the Customer.

Section 1.11 Customer's Responsibility for Control of Water Delivered

The risk of loss, and full responsibility for the carriage, handling, storage, disposal, and use of water furnished by the Agency, shall pass from the Agency to the Customer at the Point of Responsibility. Inadequate or excessive pressure at a Point of Responsibility may require the Customer to install a pump or pressure regulator at the Customer's expense. In all cases where the Customer's Premises is leased or rented, the Owner of the Premises will retain full responsibility for control of and payment for the water delivered.

Section 1.12 Non-Liability of Agency and Service Interruption

The Agency is not, and will not be, liable for any loss, damage or inconvenience to any Customer by reason of shortage, insufficiency, discontinuation, shut off, increase, or decrease of water pressure, or by service interruption due to a water quality problem.

The Agency reserves the right at any and all times to shut off water delivery for the purpose of maintenance, emergency repairs, alternations, or improvements to the Water System. Whenever practical, advance notice of interruption of service will be given to all Customers affected. Repairs or improvements will be performed with due diligence and so far as possible at times that will cause the least inconvenience to the Customers concerned.

Section 1.13 Use of Recycled Water

The State Legislature has determined that the use of potable domestic water for certain non-potable uses may constitute a waste or unreasonable use of water if recycled water is available that meets specified conditions.

It is the policy of the Agency to require that water users within the Agency retail and wholesale service areas use recycled water, wherever feasible, for future non-potable uses when it is of adequate quality and quantity, available at reasonable cost, not detrimental to public health and not injurious to plant life, fish and wildlife. The Agency shall coordinate and work with Amador County and the cities within its retail and wholesale service areas to ensure that this recycled water policy is implemented.

In the Agency service areas, uses of recycled water may include, but are not limited to, commercial irrigation, residential or multi-family dual plumbed landscape irrigation, construction water, cemeteries, industrial process water, golf courses, car washes, and recreational impoundments.

In determining whether recycled water is feasible for a particular property or non-domestic use, the Agency shall consider the following factors:

- Whether the recycled water may be furnished for the intended use at a reasonable cost to the customer and the Agency.
- Whether the recycled water is of adequate quality and is available for the intended use.
- Whether the use of recycled water is consistent with all applicable federal, state and local laws and regulations.
- Whether the use of recycled water will not be detrimental to the public health, will not degrade water quality, will not adversely affect downstream water rights, and will not adversely affect plant life, fish and wildlife.

The Agency may provide potable water or other non-recycled water supplies for non-potable uses when sufficient recycled water is not available after consideration of the above factors and the demands of existing recycled water customers. However, the Agency shall condition the provision of such potable water or other non-recycled water supply on the customer utilizing recycled water when it becomes available.

The use of recycled water is strictly controlled by the Central Valley Regional Water Quality Control Board (CVRWQCB).

Section 1.14 Responsibility to Pay Fixed Costs

The continued operation of the Agency's water system provides a benefit to all of its Customers, and all Customers are responsible to pay monthly fixed charges whether they take delivery of any water during that month or not.

Section 1.15 Individual Liability for Joint Service

Two or more parties who join in one application for water service shall be jointly and severally liable for payment of bills. One person shall be designated on the application for receipt of the bills.

Section 1.16 Reimbursement

Upon written application by a Customer, the Agency will consider a credit or refund against future water charges to the extent the Customer has paid water charges erroneously levied by the Agency in excess of the proper Service Charge, provided that the credit will not apply to charges levied more than four years before the application of credit was filed. Nothing in this Section excuses a Customer from complying with the Government Claims Act if he or she applies for a reimbursement of overpaid water charges.

Section 1.17 Severability

If any section, subsection, paragraph, sentence, clause or phrase of the Agency Water Code, or any part thereof, is for any reason held invalid, such decision shall not affect the validity of the remaining portions or any part thereof.

Section 1.18 Enforcement

The Agency and its authorized personnel shall enforce the provisions of the Agency Water Code and for such purpose may use every lawful means at its disposal in so doing. All remedies set forth in the Agency Water Code for the enforcement of rules and regulations, and the collection and enforcement of rates, charges, fees, special taxes, assessments, and penalties and interest are cumulative and may be pursued alternatively, consecutively, or simultaneously.

Section 1.19 Words and Phrases

For the purpose of the Agency Water Code, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; and words used in any gender shall include all people.

Section 1.20 Confidentiality of Customer Account Records

As authorized by law, certain information contained in the records of customer accounts of the Agency are considered confidential in nature and are not to be made available for inspection by unauthorized persons pursuant to Government Code Section 6254.16.

Section 1.21 Non-Liability of the Agency Generally

The Agency shall not be responsible for any loss or damage caused by the negligence, want of proper care, or wrongful act of the Customer or any of the Customer's tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, using, operating or interfering with any water receiving equipment. The Agency shall not be responsible for damage caused by faucets, valves and other equipment which may be open at any time that water is turned on at the Meter.

ARTICLE 2 - RULES AND REGULATIONS

Section 2.00 Application for Service

An application for service is required when a Premises changes ownership, when a change in Customer occurs for a Premises, when the Premises have not been previously served, when the right to service for a Premises has been forfeited, when the Premises is currently served but larger and/or additional Meters are desired, or when elsewhere required in this Code. Any person requesting water service must apply to the Agency for such service on forms prescribed by the

Agency. The Applicant must comply with all requirements for the requested service as set forth in this Code and must not be delinquent on any account owed to the Agency.

An Agency water main of adequate capacity and pressure must exist in a right-of-way abutting a principal boundary of the land to be served, or adequate mains, pumps, and storage facilities, as determined solely by the Agency, must be constructed in accordance with this Code and other Agency rules and regulations.

The Agency reserves the right to review the anticipated water demands based on type of service, landscape area, irrigation plans, and any other factors likely to affect total water use or maximum rate of delivery, and the right to require a smaller or larger service connection or Meter if anticipated demands exceed what was requested, or to require a dedicated Water Service specifically for fire or irrigation purposes.

Section 2.01 Determination of Water Availability

If service is sought to property not previously served by the Agency, where prior service was forfeited, or where a larger Meter or additional Meters are needed, then upon receiving a written request detailing the location, type, and quantity of services needed, and payment of the appropriate fee, the Agency shall issue a letter within 60 days giving the current status of water availability to a Development. This letter will state, in general terms and without making a commitment to serve the Development, whether the Development is within an existing service area of the Agency, if water supply and facility capacity are currently available to serve the Development, and under what conditions service could be made available. The Agency will attempt to identify potential problems that may be associated with making water available to the Development. Letters of water availability will be valid for two years and shall then be null and void, absent a System Extension Agreement as described below.

Section 2.02 Capacity Fees

(a) Capacity Fees are set by the Agency according to periodic cost of service studies and adjustments of rates and charges. Before service can be initiated, the Applicant must pay all fees and charges per this Code, including the Capacity Fee for each connection.

1. If the same service was previously provided to the Premises and not terminated or forfeited, then the Applicant shall not be required to pay any Capacity Fee.
2. If the application is for the service for which Capacity Fees have been previously paid pursuant to a still valid will serve commitment or System Extension Agreement, the Applicant will not be required to pay any Capacity Fee.
3. If the Applicant seeks a larger meter or more meters, or seeks service for which Capacity Fees were fully paid but no valid will serve commitment remains, then the Applicant must pay the difference between the current Capacity Fee for the service sought and the current Capacity Fee for the service previously provided or agreed to by the Agency.

4. If the service to the Premises was terminated by the Agency or forfeited, the Applicant must pay the difference between the current Capacity Fee and the Capacity Fee at the time the service was terminated or forfeited.

(b) When determining Capacity Fees or other capacity related charges for any water system, the fee or charge shall be based on meter size, number of physical units, or EDUs based on projected annual water use, whichever is greater. When considering physical units, UN-4 of Section 4 of the Appendix to this Code shall be considered where applicable. Metered connections 3/4-inch and larger shall be reviewed periodically to compare the assigned EDUs to the actual annual water use. Customers having an actual use greater than the use projection used to calculate fees or charges previously paid shall be responsible to pay for the additional fees and charges associated with the greater water use.

(c) Capacity Fees are not refundable and not transferable between Premises.

Section 2.03 Service Requiring System Extension or Will Serve Commitments

(a) **Conditional Will Serve Commitment**

1. A Developer desiring a will serve commitment for a Development shall submit a completed development service request on a form prescribed by the Agency, an approved tentative map, tentative map conditions, and additional information required by the Agency. Upon receipt of a complete application and any applicable deposits required by the Agency, and if the Agency determines that water supply will be available, the Agency will issue a conditional will serve commitment for the Development. The conditional will serve commitment shall state that a final map must be recorded or development approval must occur within two years after the date of issuance of the conditional will serve commitment, and shall state that a recordable System Extension Agreement shall be executed between the Agency and the Developer prior to recording the final map or development approval concerning the payment of Capacity Fees and other conditions relating to providing water service to the Development, including any Developer-funded infrastructure the Agency requires. Otherwise, conditional will serve commitments expire and become null and void two years after issuance.

2. The payment of the Capacity Fees due under this subsection shall be independent of costs charged to the Developer for Agency staff review of the Development, or other Agency costs incurred directly related to the particular Development.

3. If the tentative map or other application for project approval by the County or a city expires, is cancelled or denied, or otherwise lapses, the conditional will serve commitment shall be null and void effective as of the date of such expiration, cancellation or lapse.

4. If a conditional will serve commitment expires or is cancelled, to pursue the Development the Developer must submit a new application for a will serve commitment and shall be subject to any conditions of water service then existing.

The Developer must enter into a new recordable System Extension Agreement with the Agency regarding Capacity Fees and applicable conditions, but will be credited with the amount of any Capacity Fees previously paid for the parcels involved.

5. If the County or a city approves a Subdivision with more lots, or a project with more units of use, equivalent dwelling units or lots, than stated on the application for a will serve commitment, then the Developer must submit a new application for such excess, shall be subject to any then-applicable Capacity Fee requirements pursuant to this section, and any new conditions on water service then existing.

(c) **Will Serve Commitment**

If the Developer timely complies with all of the terms of the conditional will serve commitment and System Extension Agreement, then the Agency will issue to Developer a will serve commitment for the Development, which commitment will obligate the Agency to provide water service to Premises within the Development as described in the will serve commitment. The will serve commitment will remain valid for five years from its issuance and will then expire as to service that has not been established.

(d) **Payment of Capacity Fees**

Any Developer or landowner seeking a will serve commitment shall enter into a System Extension Agreement with the Agency that describes the Capacity Fee payment requirements for the application. This agreement shall be recorded prior to approval of the final subdivision map. Failure to execute this agreement as provided above shall void any will serve or conditional will serve commitment of the Agency to provide water service whether on a retail or wholesale basis.

Absent specific terms in an agreement regarding Capacity Fees, all Capacity Fees shall be paid at the earliest of the following: (i) by the Developer at the time of the initial sale of a lot or parcel which is a part of a residential Subdivision or the initial sale of a nonresidential project or any lot or parcel thereof, (ii) by the Owner of the Premises before such Owner obtains a building permit for the Premises, or (iii) by the Owner at the time of application for water service.

In the event that Developer sells to a purchaser in one conveyance all of the parcels or a major portion of the parcels covered by a final map approved by a city or the County respecting the Development, Capacity Fees for the lots covered by the final map shall not be due through the escrow for that sale if, prior to the close of the escrow, the purchaser of the land either assumes the existing System Extension Agreement or executes a new agreement with the same terms and conditions as the agreement entered into by the original Developer described above in this section. Any successor agreement also shall be recorded by the Agency.

Section 2.04 System Extension Agreements

- (a) This Section applies to both the treated and untreated Water Systems. This Section also applies to agreements the Agency previously entitled Main Line Extension Agreements. This Section applies to any Customer or Developer who seeks water service that is beyond the capability of the Agency's existing system. Where this Section says "Developer," it also refers to any Customer who needs a System Extension Agreement.

(b) **Application for Extension**

Any Developer requesting water service requiring the development of new water facilities, connections, or increased levels of service, including treatment, storage, pumping, or the extension of Agency water facilities to obtain service shall apply to the Agency for a System Extension Agreement. The Agency will determine the adequacy of its existing system to serve the proposed development and will establish the facilities, including any off-tract pipelines and other facilities, required to provide the applied for service. Plans and specifications for the proposed facilities shall conform to the standards and requirements of the Agency as to size, type and quality of materials and as to location of mains, fire hydrants, service lines, valve boxes and other facilities. A System Extension Agreement covering all pipeline extensions and other required facilities, including treatment facilities, shall be entered into before work is commenced, and no new service will be permitted until all terms and conditions of the System Extension Agreement have been fulfilled. The agreement shall require the Developer to bear all costs of the extension of water facilities.

(c) **Installation, Inspection and Guarantee of Facilities**

Upon execution of the System Extension Agreement, the Developer may cause installation of the water facilities to be constructed pursuant to the agreement. The Agency, at its sole option, may require in the agreement that it will install the facilities, in which event the Developer shall advance to the Agency funds sufficient to cover the cost of construction, connection and inspection, and to cover related engineering, legal and administrative costs. Upon completion of construction, any funds advanced in excess of the actual costs to be borne by the Developer will be refunded without interest. Any cost over and above the amount advanced shall be promptly paid to the Agency by Developer upon demand. The Developer's failure promptly to pay additional funds owed to the Agency shall result in the Agency not providing the requested connections until all sums owed are paid in full. All construction not done by the Agency shall be done by a construction entity acceptable to the Agency in strict conformance with the Agency's standards and requirements, and such construction shall be guaranteed against any failure for a period of one year from the date of written acceptance by the Agency of the constructed facilities. The Agency may require a performance bond or cash deposit in an amount adequate to cover such guarantee. The Agency may, at its option,

inspect all or part of the work or material and shall be given all possible assistance in performing such inspection. The Developer shall advance sufficient funds to the Agency to cover the costs for such inspection. Upon completion of construction, the construction entity shall apply to the Agency for final inspection.

(d) **Ownership**

Upon Agency acceptance of the newly constructed facilities and their connection to the Agency's existing Water System, such facilities shall become the property of the Agency.

(e) **Payment for Extension**

The Developer shall pay all costs for the installation of the facilities described in the System Extension Agreement, including but not limited to service lines, fittings, valves, fire hydrants, transmission lines to connect the new facilities to the Water System, and any off-tract facilities required to make water available for the Development. In any case where the Agency desires the installation of facilities larger than that necessary to adequately serve the Development, the Developer shall provide for such upsizing as directed by the Agency, subject to the Agency's payment for the additional costs as provided in the System Extension Agreement.

(f) **Minimum Size Line**

The minimum size Main to be installed and paid for by the Developer in all System Extensions shall be a looped six-inch diameter pipe or a dead end eight-inch diameter pipe.

(g) **Standards of Public Agencies Having Jurisdiction of Area Where Line Installed**

System extensions and other facilities which will be located in an area under the jurisdiction of another public authority with ordinances, regulations or rules requiring higher minimum standards than those required by the Agency shall be built to comply with the higher standards; and the additional costs associated with compliance with the higher standards shall be borne by the Developer.

(h) **Rights-of-Way**

The Developer of a System Extension and other facilities shall furnish the Agency with all necessary easements and rights-of-way for such extensions and other facilities. Easements and rights-of-way shall extend five feet beyond all improvements and be a minimum of twenty feet wide. If the Developer cannot furnish such easements and rights-of-way, the Agency, at its discretion, may acquire such easements and rights-of-way; provided that the Developer advances funds to the Agency sufficient to cover all of the Agency's costs of such acquisition. Any funds so advanced that are not used for such acquisition will be refunded without interest upon completion of the acquisition of the easements and rights-of-way. Any costs incurred by the Agency above the amount advanced by the Developer shall be promptly paid by the Developer upon the Agency's demand.

(i) **Exceptional Cases**

In unusual circumstances where the provisions of this Section, or any standard agreement previously approved by the Board, appear unreasonable to either party, the Agency and the Developer may by mutual agreement vary said provisions in the System Extension Agreement. Such modified terms and conditions require approval by the Board, or by the General Manager pursuant to a specific delegation of authority from the Board.

(j) **Extensions to Untreated Water System**

Notwithstanding any provision of this Section to the contrary, for public health reasons:

1. New Water Services and System Extensions shall be made to and accepted as part of the Untreated Water System only upon the approval of the Board;
2. Such approval shall be given only in those instances where the System Extension is to be used solely for the purpose of delivering water for resale, industrial, manufacturing, or irrigation purposes; and
3. The Agency shall provide no refunds to the Developer who installs a System Extension connected to an untreated Water System for connections to that Main line.

Section 2.05 Plans and Specifications

The Agency has adopted, and periodically adopts updates of, Water and Wastewater Standard Design and Construction Specifications, which are hereby incorporated in this Code by reference.

The Agency may require the Developer and/or Applicant for service to provide the Agency with either printed or electronic versions, as required by the Agency's Standard Specifications, of their plans and specifications covering the water facilities to be installed. The plans so provided shall be the exclusive property of the Agency. The Applicant shall be charged a Plan Check Fee or deposit for engineering review as set forth in the applicable rate or fee schedule.

Section 2.06 Service Connections

- (a) Whenever practicable, the service connection from the Agency water Main to the Customer property line shall be installed at the time the Main is constructed.
- (b) Whenever practicable, and upon written application and payment of the applicable service connection fee, the Agency will provide a single service connection from its existing water Main to the curb line or property line of the Premises abutting the street or easement in which the Main is located, provided the water Main being tapped and water system have an adequate supply of water both as to quantity and pressure and the size and location of the service connection has been approved by the Agency.
- (c) Service Connections shall be installed in accordance with the Agency's standard drawings and specifications, and where practical, from a point directly opposite that

of greatest water use on the Premises. Typically, the Service Connection will be installed at the property line separating the parcels.

- (d) When a Customer receiving service elevates or increases the pressure of the water received by means of a pump of any kind, backflow prevention shall be required in accordance with the Agency's standard drawings and specifications to protect the public water supply from water reentering the Main line through the Service Connection.
- (e) Quick closing or opening valves shall not be installed on the Customer's pipes which are directly connected to the Agency's Mains or service pipes. A Customer whose operation requires the use of a quick opening or closing valve must operate such a device from a tank, cistern, sump or other facility which may be served by, but not directly connected with, the Agency's distribution Mains and service pipes.
- (f) The Customer's water line from the Point of Responsibility shall be installed, owned and maintained by the Customer, and it shall be maintained in a condition that will readily permit repair, removal or replacement of the Meter without leakage.

Section 2.07 Responsibility for Water Receiving Equipment

- (a) The Customer shall furnish and install at his or her own risk and expense that portion of the Water System which begins at the Point of Responsibility. At the time of initial installation, the Agency, at the Customer's expense, will install the Customer's gate and ball check valve as referred to in the Agency's Standard Service Connection Drawings. Following installation, the gate and ball check valve shall be the property of the Customer. Such water receiving equipment shall remain the property of the Customer; and the Customer shall be responsible for its maintenance, repair and replacement. The Agency shall have the right to require the customer to adjust, replace or discontinue using any water receiving or regulating equipment beyond the Agency's Point of Responsibility which disturbs or inconveniences other customers, is in disrepair or impairs the Agency's facilities. The Agency does not assume the duty of inspecting the customer's Water System, including the service equipment, appliances or apparatus or any part thereof, and assumes no liability therefore. In the event that the Customer finds the water service to be defective, the Customer shall notify the Agency immediately to this effect.
- (b) The Customer shall be responsible for connecting their pipeline to the Agency's Meter. Connections involving other than typical domestic meter sizes as described in the Agency's standard drawings and specifications shall require inspection by the Agency and possibly special arrangements depending on the circumstances of the connection. Such circumstances may require a System Extension Agreement.
- (c) Where reduced or increased pressure is desired, the Customer shall be responsible for installing and maintaining the necessary regulators, booster pumps and relief valves. In such cases, the equipment shall be installed beyond the Agency's Point of Responsibility consistent with the above provisions and at the Customer's own

risk and expense. All services with more than 80 psi static pressure shall be equipped with a pressure regulator set to 60 psi maximum. The regulator shall be installed, maintained, replaced and owned by the customer. The regulator shall be installed in a separate enclosure on the customer's side of the Meter. All services with less than 40 psi static pressure must be equipped with a booster pump. The booster pump shall be installed, maintained, replaced, and owned by the Customer. The booster pump shall be installed in a separate enclosure on the Customer's side of the Meter.

- (d) The Agency shall have the right to terminate water service to a Customer if any part of the Customer's water system, including the service equipment, appliances or apparatus, shall at any time be unsafe, is in disrepair, impairs Agency facilities or if the use of water is prohibited under this Code or other applicable law or regulation, and shall not restore service until the Customer places his equipment, appliances or apparatus in good and safe condition and complies with all laws, ordinances and regulations applicable thereto.

Section 2.08 Cross-Connection and Backflow Prevention

In making plumbing connections, the Customer is required to comply with the regulations of the Agency, the State Water Resources Control Board, and the United States Public Health Service. Such regulations prohibit (1) unprotected cross-connections between a public water supply and any unapproved source of water (i.e., wells), and (2) water service to Premises where there is a possibility of contaminated water backflowing into the public Water System.

- (a) The installation of backflow prevention assemblies shall be by and at the expense of the Customer before the Agency approves or continues service. They shall be installed under the following conditions:
 - 1. Where another source of water, whether cross-connected or not, is in use or is available for use at the Premises;
 - 2. Where non-potable water, contaminated liquid or soluble substances of any kind are used, produced or processed at the Premises;
 - 3. Where the Customer elevates or increases the pressure of water received by means of a pump of any kind;
 - 4. Where the Agency determines that because of the Customers' water facilities or equipment, a backflow prevention assembly is necessary; or
 - 5. Where a premises has any sewage treatment facility or pumping station.
- (b) When backflow prevention devices are used as a protection to the Customer's plumbing system, a suitable pressure relief valve shall be installed and maintained by the Customer at Customer's expense. The relief valve shall be installed between the check valves and the water heater.
- (c) In special cases, the Agency may require the Customer to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow.

- (d) The Owner of any Premises on or for which backflow prevention devices are installed shall maintain, repair and replace these devices, and shall inspect them for water tightness and reliability at least once per year in accordance with the regulations of the State Water Resources Control Board. Such inspection documentation must be provided to the Agency annually. The Agency may require more frequent inspections if, upon inspection, the device fails, or where it has been determined that the hazard justifies more frequent testing and/or inspections.
- (e) Backflow prevention devices may be inspected and tested for water tightness by the Agency when it is suspected that the device may not be operating properly or the Owner has not provided proof of compliance with this Section. If the inspection cannot be made without undue difficulty because of an obstruction or other interference, the Customer will be notified and requested to either correct the condition or have the inspection made at his own expense and witnessed by the Agency. The Agency shall bill the Owner for its costs for such inspection which bill shall be paid within thirty (30) days after its date. Interest shall accrue at the legal rate on any delinquent amount.
- (f) Service to any premises may be discontinued if it is found that dangerous or unprotected cross-connections exist, or if any defect is found in the backflow prevention devices. Service shall not be restored until such defects are corrected at the Customer's expense and applicable Agency service restoration charges have been paid as set forth in the applicable rate schedule.
- (g) Inspection and testing shall be performed by a State-certified backflow prevention device inspector. A list of certified inspectors will be made available to the Owner by the Agency upon request.

Section 2.09 Prevention of Ground Wire Attachments

The Agency is not responsible for providing an electrical ground through water service equipment. Accordingly, Customers are cautioned not to attach any ground wiring to plumbing which is or may be connected to Agency service equipment. The Customer shall liable for any damage to Agency property resulting from a ground wire attachment.

Section 2.10 Metered Service

- (a) A Meter shall be installed with every new connection made to the Water System, whether treated or untreated, at the time that the Service Connection is installed, except as otherwise approved by the Agency.
- (b) All new and existing Commercial Services shall be metered whether treated or untreated.
- (c) Meters normally shall be installed by the Agency at the property line or curb line in an approved housing. No rent or other charges shall be owed by the Agency for a Meter or other facilities (including housing and connections) located on the Customer's premises.

- (d) The size of a water Meter shall be approved or directed by the Agency and may be limited to a standard size depending on the size of the Main, the available supply of water and the available pressure, among other criteria.
- (e) The Customer's pipe shall not be connected to the Agency's service pipe until after the Meter is installed.
- (f) The Service Connection, Meter box and Meter shall be owned, operated, and maintained by the Agency.

The Agency shall solely determine whether a master Meter shall be installed for a dwelling unit complex (i.e., apartment building, condominiums, fourplex, mobile home park) or for each individual residential unit.

Section 2.11 Commercial Private Fire Service

A private fire service is required for commercial customers who request water for fire suppression other than from public fire hydrants. The principal boundary of the property must abut an Agency water main of adequate size, capacity, and pressure, unless the applicant receives prior approval from the Agency. The Agency does not guarantee any range of pressure or rates of flow and is not liable for damage to the private fire service because of water pressure. The Agency reserves the right to require a metered service be installed and to disconnect a private fire service if water is taken through the backflow assembly for any use other than fire suppression. The Agency is not liable for any loss or damage due to such action.

Section 2.12 Non-Standard Service

When in the sole determination of the Agency satisfactory service cannot be supplied from Agency mains because of elevation, location, or other factors, the Agency reserves the right to refuse service or to require the applicant to provide a written release from liability for any damages or inconvenience that may occur by reason of insufficient pressure, inadequate volume, or intermittent supply. Applicants must, at their own expense, provide private pipelines, storage facilities, and/or pumping plants sufficient to meet their needs.

Section 2.13 Charges for Service Connections

With the application for service, the Customer shall pay a service connection fee in accordance with the applicable rate schedule.

Section 2.14 Change to, or Relocation of, Service Connections

A Service Connection may be relocated or changed with respect to size or type by the Agency upon a Customer's written request, provided the relocation or change is not detrimental to the Agency's facilities or Customers and shall be subject to the provisions of this Code. The cost of the requested relocation or change shall be borne by the Customer. A deposit equal to the estimated amount of the cost of relocation or change, plus any required Capacity Fees, shall be paid in advance of any work commencing on the relocation or change. Any excess funds so advanced

will be refunded at the completion of the work. Conversely, any additional costs incurred in excess of the amounts so advanced will be required to be paid by the Customer prior to resumption of water service.

Section 2.15 Charge for Resetting Meter

When service is discontinued for any reason, the Agency has the right to remove the Meter and other Agency-owned equipment.

Where the Meter alone has been removed and the Agency thereafter resumes service to the Premises, there shall be a charge for resetting a Meter as provided in the applicable rate schedule. Where the Meter and other equipment have been removed, the Customer shall deposit an amount estimated to equal the cost of their reinstallation as determined by the Agency. Any excess funds so advanced will be refunded at the completion of the work. Conversely, any additional costs incurred in excess of the amounts so advanced will be required to be paid by the Customer prior to resumption of water service.

Section 2.16 Establishment of Credit

Each Applicant, before receiving or restarting service, will be required to establish credit, which will be deemed established under any one of the following conditions:

- (a) Applicant can provide credit references acceptable to the Agency; or
- (b) Applicant has been a water or wastewater customer of the Agency within the last 12 consecutive months, whose water or wastewater service was not discontinued for nonpayment of a bill, and who received no more than two (2) termination of service notices for delinquencies during that 12-month period; or
- (c) Applicant makes a cash deposit to secure payment of water bills as prescribed in the applicable rate schedule. No interest will be paid on deposits.

Section 2.17 Use of Credit Deposit.

The Agency may use all or a portion of the credit deposit as follows:

- (a) to pay any outstanding water bill and penalties thereon, and service fees which are otherwise unpaid by the Customer;
- (b) to pay for the Agency's costs of collecting any unpaid service fees, water bill and penalties thereon; and
- (c) to apply to the closing bill at the time water service is terminated.

If the Agency uses all or a part of a Customer's credit deposit, that Customer shall be required to pay the Agency an additional sum adequate to replenish the deposit to the amounts prescribed in the applicable rate schedule as a condition of continued water service.

Section 2.18 Return of Credit Deposit.

At such time as the Agency determines a credit deposit is no longer required, the Agency, at its sole discretion, may refund a Customer's credit deposit by draft or by applying the deposit to the customer's account.

Upon discontinuance of service, the Agency will refund the Customer's deposit or the balance remaining which is in excess of unpaid service fees and bills for service furnished by the Agency; provided the Customer has no other accounts with the Agency that are delinquent.

Section 2.19 Rendering of Bills

At the discretion of the Agency, bills for water service may be rendered. Should the period of service be less than one billing period, the bill shall not be less than the specified fixed Service Charge, or minimum charge, for that billing period.

(a) Metered Service

Water service meters will be read at regular intervals for the preparation of regular bills and as required for the preparation of opening, closing and special bills.

Each Meter on a Customer's Premises will be considered separately and the readings of two or more Meters will not be combined except where the combination of Meter readings is for the Agency's operating convenience, or where necessity may require the use of more than one Meter, or a battery of Meters. In this case, the monthly minimum charge shall be the sum of the Service Charges for the Meters and shall be added to the charge for water delivered through such Meters calculated as though supplied through one Meter.

It may not always be possible to read water service Meters regularly on the same day of each period. The period between Meter readings may vary between 27 days and 33 days and will still be considered one month for purposes of the Agency's billing cycle.

(b) Non-registering Meters

When a Meter is found to have malfunctioned or ceased to record the amount of water used, a bill will be rendered to the Customer based on estimated usage. In estimating usage, due consideration will be given to fluctuations in usage caused by seasonal changes or known service interruptions. The Agency will endeavor to repair or replace such non-registering Meter as soon as possible.

(c) Unreadable Meters

When it is not possible to read a Meter due to any reason, a bill will be rendered to the customer based on estimated usage. In estimating consumption, due consideration will be given to fluctuations in usage caused by seasonal changes or known service interruptions.

Where a Meter cannot be read without undue difficulty because of an obstruction, the Customer will be notified and requested to remove the obstruction. Subsequent to the Agency's initial notification to a Customer of such obstruction, a charge shall

be added to the Customer's account each time that Agency personnel are dispatched to verify such removal as set forth in the applicable rate schedule. The Agency may discontinue service and/or impose the fee set forth in said rate schedule if the obstruction is not removed. Where service is turned off for such cause, the Agency shall require payment of a Service Call Fee as provided for in the applicable rate schedule.

(d) **Closing Bills**

When service is to be discontinued at the request of the Customer, a bill for all services rendered up to the date of service discontinuation will be due and payable on the Date of Presentation.

Section 2.20 Payment of Bills

(a) **Payment Options**

Bills may be paid in person at the Agency's office, by mail, at an approved Agency pay station or drop box, or by using automatic clearing house (ACH) payments or the Checkfree online payment system.

(b) **Commencement of Billing**

The Agency shall commence billing for water service when the Meter is set, unless the Customer requests otherwise and the Agency approves such request.

(c) **Due Date**

Bills for water service, fees, rates, special taxes, charges or other assessments are due on the Date of Presentation.

(d) **Penalties**

If rates, charges, fees, special taxes, and assessments remain unpaid for 30 days after Date of Presentation penalties and interest shall be added to the total amount due. Penalties and interest shall be cumulative. The amount of penalties and interest are as set forth in the applicable Water Service Rates and Charges rate schedules. Monies paid when any portion of an account is delinquent shall first be credited to the delinquent portion and then to the current billing.

(e) **Notices of Disconnection**

Any notices of disconnection shall be sent to the Customer. A charge shall be added to the Customer's account each time that the Agency is required to place a door hanger at the Customer's service location notifying such Customer of the Agency's intent to discontinue service as set forth in the applicable rate schedule.

(f) **Charges During Disconnection and Prior to Reinstatement After Disconnection**

During the period of disconnection, the Customer shall pay the monthly Service Charge applicable to the service to the Premises. Prior to service being reinstated after a disconnection of service, the Agency shall require payment of any delinquent

bill in full and payment of any Notification Charge, Credit Deposit, and Service Call Fee as set forth in the applicable rate schedules.

(g) **Returned Checks**

A returned check fee in the amount set forth in the applicable rate schedule shall be added to the Customer's account for each check tendered as payment that is returned unpaid to the Agency by its financial institution. The Agency may report any person whose check is returned unpaid to the Amador County District Attorney for disposition.

(h) **Collection of Unpaid Charges**

In addition to the right to discontinue any service, the Agency may collect delinquent rates, charges, special taxes, fees, assessments, penalties and interest from the Customer or the Owner of the Premises by an action at law, arbitration or other proceeding.

(i) **Agreement to Comply**

All Customers of the Agency and Owners of property served by the Agency shall be deemed to have contracted with the Agency for the services provided and to have agreed to comply with the Agency Water Code, as such may be amended from time to time.

(j) **Attorney's Fees and Costs**

In the event that the Agency is required to bring an action or other proceeding to collect delinquent rates, charges fees, special taxes, assessments, penalties and interest, or otherwise enforce any provision of the Agency Water Code, the defendant(s) shall pay any attorney's fees, costs or expenses incurred by the Agency to bring such action or proceeding in accordance with Government Code Section 54356 and other applicable law.

(k) **Public Nuisance During Disconnection**

During the period of a disconnection, inhabitation of the subject Premises by persons shall constitute a public nuisance, whereupon the Board may cause proceedings to be brought for the abatement of the occupancy of said Premises during the period of such disconnection. In such event, and as a condition of reconnection, the defendant(s) shall pay any attorney's fees, costs or expenses incurred by the Agency to bring such action or proceeding.

(l) **Liability for Violation**

Any person violating any of the provisions of the Agency Water Code shall become liable to the Agency for any expense, loss or damage occasioned by the Agency by reason of such violation.

(m) **Forfeiture of Right to Service**

Except as otherwise provided in the Agency Water Code or by law, if any bill remains delinquent for nine (9) months and service to the Premises has been disconnected or placed on inactive status whether voluntarily or involuntarily, then

the right to service to the Premises shall be forfeited. Any person seeking to restore water service shall apply for service in accordance with Section 2.00 above, and otherwise comply with the provisions in this Code on restoration of service for disconnected Premises.

Section 2.21 Discontinuance of Service by the Agency

Following notification to the Customer, water service may be discontinued by the Agency for any of the following reasons:

(a) **Non-Payment of Charges**

Nonresidential water service may be discontinued by the Agency if rates or charges for water service, assessments, special taxes, fees, or wastewater charges are not paid within the prescribed time period, or if a rate, charge, special tax, assessment or fee related to service at a previous service location is not paid within 30 days after mailing or presentation of the bill at the Customer's current location. Residential service may be discontinued for non-payment as provided in the Agency's Policy on Disconnection of Residential Water Service for Nonpayment, available on the Agency's website.

(b) **Unsafe Apparatus**

The Agency may discontinue service if any part of the Customer's water system, including service equipment, appliances or apparatus is determined to be in unsafe or in disrepair, impairs Agency facilities, or if the use of water by means of such equipment, appliances or apparatus is prohibited under the Agency Water Code or any other law, local ordinance or regulation.

(c) **Service Detrimental to Other Customers**

The Agency may refuse to furnish water and may discontinue service to any Premises where the use of water thereon may be or is detrimental or injurious to other property or water service furnished to other Customers.

(d) **Fraud and Abuse.**

The Agency may refuse or discontinue water service to any Premises if necessary to protect itself against fraud or abuse.

(e) **Unauthorized Use or Waste of Water, or Unauthorized Connection**

The Agency may discontinue water service if it determines that there is a willful waste or unauthorized use of the water being provided, or that an unauthorized connection exists.

(f) **Noncompliance**

Water service may be discontinued by the Agency for failure to comply with any of the provisions of the Agency Water Code.

Section 2.22 Reserved

Section 2.23 Discontinuance of Service on Weekends, Holidays or After Hours

The Agency will not discontinue water service to any Customer or water user because of any delinquency in payment on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the Agency are not open for business.

Section 2.24 Authority to Settle Controversies Relating to Discontinuance

The General Manager may investigate complaints and review disputes pertaining to any matters for which service may be discontinued and to rectify errors and settle controversies pertaining to such matters. At his or her discretion, the General Manager may bring such controversies to the Board for settlement prior to the discontinuance of any such service. Additional procedures for residential Customers are delineated in the Agency's Policy on Disconnection of Residential Water Service for Nonpayment.

Section 2.25 Procedure for Nonresidential Customer Appeal to Board

If a Customer timely files an appeal of a decision of the authorized Agency representative on discontinuance of service, the Board shall set a hearing not sooner than ten nor more than forty days after receipt of such appeal. Upon setting of such hearing, the Agency shall forthwith give written notice of the time and place thereof to the Customer by either first-class mail or personal delivery.

The appeal hearing shall be held before the Board. The Customer or his representative shall be permitted to present witnesses, documents or other evidence to show good cause why service should not be discontinued. The Board also may examine Agency records, documents, witnesses or other evidence tending to show that service should be discontinued for one or more of the grounds stated in the notice of disconnection.

After the hearing, the Board may direct any course of action it finds appropriate, and such decision is final.

Section 2.26 Termination of Service at Customer's Request

Water service will be turned off during regular business hours on the date requested by the Customer, excepting Saturdays, Sundays and holidays, provided a 24-hour advance written notice is furnished to the Agency. The Customer will be held responsible for all service rendered to his Premises until the Agency has received written notice to terminate such service and such service has been terminated. Termination of service shall be subject to the Service Call Fee as set forth in the applicable rate schedule.

Section 2.27 Restoration of Water Service

(a) **Reconnection Charge.**

If water service is turned off for failure to pay a bill, for noncompliance or for other reasons, the Agency shall require payment of the Service Call Fee and payment of any Notification Charge as set forth in the applicable rate schedule or in the Agency's Policy on Disconnection of Residential Water Service for Nonpayment, in addition to payment of any overdue Agency bills before restoring service. The Agency will endeavor to restore service as quickly as possible after payment has been made by the customer pending availability of the appropriate Agency personnel.

(b) **Customer Restoration.**

In the event the customer restores water service or allows or causes it to be restored after it has been discontinued for any reason, the Agency may discontinue water service without notice and shall charge and collect the Service Call Fee set forth in the applicable rate schedule for each such event in addition to other amounts due from the customer before restoring water service. In addition, taking of water after the service has been disconnected or sealed is a misdemeanor punishable by law.

Section 2.28 Lien Recordation

The Agency shall include a statement on its bill to each Customer or Owner, or shall provide such statement separately to the Owner, that any water Service Charges, rates, assessments or fees remaining delinquent for a period of sixty (60) days may become a lien against the property served. In case any such charges, rates, assessments or fees for water service remain delinquent for more than sixty (60) days, the Agency is authorized to record a certificate in the office of the Amador County Recorder specifying the amount of such charges, rates, assessments or fees, together with any penalties and interest thereon, the subject property, and the name and address of the owner of such property.

Section 2.29 Meter Test and Adjustment of Bills for Meter Error

(a) **Meter Tests**

A Customer who questions the accuracy of the Meter serving the premises may request the Agency to test that Meter by giving not less than one week's notice of the date desired for the test.

The Agency may require the customer to deposit an amount to cover the cost of the test as set forth in the applicable rate schedule. The amount so deposited will be returned to the Customer if the Meter is found, upon test, to register more than 5% fast under conditions of normal operation. The deposit will be retained by the Agency if the Meter is not more than 5% fast.

A written report giving the results of the test will be available to the Customer within a reasonable time after completion of the test.

(b) **Adjustment of Bills for Meter Error**

When, as a result of a test, a Meter is found to be more than 5% fast, the Agency shall refund to the Customer, without interest, the overcharge based on estimated usage for the period the Meter was in use, but in no event for a period of more than six months.

When the Meter is found to register more than 5% slow, the Agency may render a bill for estimated water used, but not metered, for a period not to exceed three months.

Section 2.30 Temporary Service

(a) **Time Limit**

Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the Agency.

(b) **Charge for Water Furnished**

Charges for water furnished through a temporary service connection shall be at the established applicable rate for the type and size of metered service requested.

(c) **Installation Charge and Deposits**

The Applicant for temporary service will be required:

1. To pay the Agency in advance the estimated cost of installing and removing all service facilities including the Meters necessary to furnish such service as determined by the Agency. The Applicant shall be responsible for the Meter between the time that it is installed and the time that it is removed by the Agency.
2. To deposit an amount sufficient to cover bills for water during the entire period such temporary service may be used, or otherwise establish credit. Bills shall be according to Agency rates for type and size of service.
3. After discontinuance of service, any funds advanced in excess of the charges for the water use and the actual costs incurred by the Agency, as determined by the Agency, including but not limited to costs associated with a damaged Meter and any other Agency facility and property, will be refunded, without interest, to the Applicant. Conversely, any charges for water use and/or costs incurred by the Agency over and above the amount advanced by the Applicant shall be paid upon demand to the Agency. Interest shall accrue on any delinquent amount at the legal rate.

(d) **Temporary Service Through Fire Hydrants.**

Fire hydrants are primarily for use by the local fire departments and other organized fire protection agencies. Other persons desiring to use a fire hydrant for any purpose must first obtain written permission from the Agency prior to use and shall operate the hydrant in accordance with instructions issued by the Agency. The

Agency may grant permission for such use by issuing a written permit to responsible organizations or persons. The permit shall not be effective for more than thirty (30) days unless an extension is otherwise approved by the Agency. Temporary water service through fire hydrants is interruptible and may be discontinued during peak day demands, as determined by the Agency, upon 24 hours' notice. Application for a permit shall be made at least 24 hours before service is required. Unauthorized use of a fire hydrant may be prosecuted according to law, including pursuant to the provisions of Section 5.04. If the Applicant desires a change in the size, type or location of a fire hydrant, he or she shall bear all costs of such changes. The location of a fire hydrant must be approved by the Agency.

No water shall be drawn from any fire hydrant until a deposit has been made for the use of a hydrant meter as set forth in the applicable rate schedule. The Applicant shall be responsible for the Meter between the time that it is installed and the time that it is returned to the Agency. Upon completion of the use of the service, any Agency administrative costs to process the temporary water service request, in addition to any amount to cover damages to, or loss of, the hydrant meter and any other Agency facility or property, and any actual costs of Agency personnel to install and remove the meter shall be deducted from the deposit. The amount of the deposit then remaining shall be applied to the Applicant's usage bill. Any deposit amount thereafter remaining shall be refunded, without interest, to Applicant. Conversely, any amounts owing over and above the amount of the deposit shall be paid upon demand to the Agency. Interest shall accrue on any delinquent amount at the legal rate.

Water Haulers who receive a temporary permit from the Agency must notify the Agency twenty four (24) hours prior to pulling water from a fire hydrant. Water Haulers may only provide water to residents within Amador County. The Agency will determine the location within the distribution system and identify the hydrants from which Water Haulers may draw water. Permittee must complete an Agency Chain of Custody form with each hydrant pull. The copy of the Chain of Custody also acts as a permit for temporary water service. If at any time the Agency declares that mandatory conservation measure are in effect, the restrictions on fire hydrant use set forth in section 3.04 shall supersede any other Agency policies and procedures otherwise applicable to the use of fire hydrants.

(1) **Responsibility for Damages**

The Applicant shall be responsible for the correct and safe operation of the hydrant valve, as improper operation can, by water hammer, damage the hydrant, the water main, valves, regulators, water services, Meters and other Agency customer appliances.

(2) **Rates**

Rates for water delivered through the hydrant Meter shall be at the established applicable rate as set forth in the applicable rate schedule.

(3) **Service Through Hydrants Owned by Others**

If the hydrant is owned by others, written permission must be obtained from that owner by the Applicant and presented to the Agency before service will be made available from the hydrant.

(i) **Temporary Unmetered Water Service**

If it is not possible for the Agency to provide temporary water service at a fire hydrant through a hydrant meter, temporary service may be granted on a limited basis provided the Applicant has paid the appropriate fees and has received a permit from the Agency. The permit shall not be effective for more than thirty days unless an extension is approved by the Agency.

(j) **Enforcement.**

In addition to any other enforcement measure provided in the Agency Water Code, the Agency may immediately terminate the supply of water to any Applicant receiving any temporary service in violation of this Section or any provision in the Agency Water Code. The Applicant shall be liable for all costs and charges as determined in this Section and other provisions of the Water Agency Code through the date of termination, and for all reasonable expenses, including but not limited to attorney's fees, incurred by the Agency in its enforcement of this Section. Taking water from an Agency facility without proper authorization from the Agency is a misdemeanor punishable by law.

Section 2.31 Collection and Enforcement of Assessments

(a) **Penalties**

Penalties may be collected for late payment of assessments in the manner and at the same rates as those which are applicable for late payment of Amador County general taxes.

(b) **Judicial Relief and Attorney's Fees**

In the event that any owner fails to pay assessments within sixty (60) days of their due date, the owner shall be deemed to be in default and the Agency may bring a court action or other proceeding to collect such sum in default. In the event that the Agency is required to bring an action or other proceeding for collection of the amount in default, the owner shall pay any attorney's fees, costs, or other expenses incurred by the Agency to bring such action or proceeding in accordance with Government Code Section 54356 and other applicable law.

(c) **Lien**

Assessments that have not been paid within sixty (60) days of their due date are delinquent and shall be a lien on the subject premises when a certificate is filed in the office of the Amador County Recorder specifying (a) the amount of the delinquent charges, together with interest and penalties thereon, (b) the name of the owner of record of the premises which is subject to the charges, and (c) the Assessor's Parcel Number and legal description of the premises. Such lien shall

have the same force, effect, and priority as a judgment lien. Within thirty (30) days after receipt of payment of all amounts due, including any recordation fees paid by the Agency, a release of the lien shall be recorded.

(d) **Collection of Delinquent Charges with Amador County Property Taxes.**

Pursuant to Section 6.9 of the Amador Water Agency Act (Stats., 1975, c.63, '2), delinquent assessments, penalties and interest may be collected in the same manner as the general Amador County taxes for the forthcoming fiscal year, as follows:

1. The Agency shall prepare a written report, which shall be filed with the Clerk of the Board. The report shall describe each premises and the amount of the delinquent charges or assessments, penalties and interest associated with each such premises.
2. The Clerk of the Board shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The Clerk of the Board also shall mail written notice of the report's filing to each affected owner. The notice shall state that the delinquencies, penalties and interest will be collected on the County tax roll.
3. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report. Thereafter, the Board may adopt, revise, change, or modify the report and overrule any or all objections thereto. The Board's determination on each delinquency identified in the report shall be final.
4. Following the Board's hearing, and in sufficient time to meet the schedule established by the County for inclusion of items on the County general tax bill, the Clerk of the Board shall file with the County Auditor and the Board of Supervisors a copy of the report, signed by the Clerk of the Board, stating that the Board has adopted the report. The Clerk of the Board shall request the County Auditor to include the amount of delinquencies, penalties and interest on the bills for taxes levied against the premises identified in the report. In such cases, the delinquent assessments shall become a lien against the premises to which it is charged in the same manner as the County general taxes. The amount of the delinquent assessments and any applicable penalties and interest shall be stated on the tax bill separately from all other taxes.

ARTICLE 3 - WATER CONSERVATION

Section 3.01 Permanent Water Conservation, Measures Under Normal Conditions

The Agency promotes an ongoing voluntary water conservation program to ensure that water supplies available to the Agency are put to their maximum reasonable and beneficial use. Water Conservation measures are put in place to help prevent the waste of water, and serve as a guide for the Agency in response to water supply shortages and regional and state-wide impacts from drought and other emergency conditions.

The Agency recognizes that water is a scarce, natural resource that requires careful management not only in times of drought, but at all times. The Agency is hereby establishing permanent water conservation measures that will be in effect at all times, regardless of whether a declared water shortage is in effect. They are necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, and to prevent waste and unreasonable use of water. Should customer actions warrant, the Agency will issue violations and levy fees as appropriate per the Amador Water Agency Water Code.

In addition, the Agency has established four water shortage stages and required conservation measures for each. Each water shortage stage presents a goal for increased demand reductions to meet the projected decrease in water supplies. Demand reductions are designed to minimize impacts to the Agency's customers and community. The Agency's permanent water conservation measures and four water shortage stages and required conservation measures are listed below.

Conservation under each stage applies to all customer classifications, including Residential, Commercial, Industrial, treated, untreated, and Canal water.

- (a) **End User Requirements in Promotion of Water Conservation:** To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:
- (1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
 - (2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
 - (3) The application of potable water to driveways and sidewalks;
 - (4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
 - (5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
 - (6) The serving of drinking water other than upon request in eating and drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars or other public places where food or drink are served and/or purchased;

- (7) The irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems;
 - (8) Irrigation with the potable water of grass/lawn in public street medians;
 - (9) Unauthorized use of hydrants. Authorization for use must be given by the Agency per Water Code Section 2.30(d).
- (b) **Hotel and Motel Laundry:** To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.
- (c) **Best Practices for Wise Water Use:**
- (1) Fix leaks or faulty sprinklers promptly.
 - (2) Wash only full loads when machine-washing dishes or clothes when possible.
 - (3) Use pool covers to minimize evaporation.
 - (4) Use of water conservation kits supplied by AWA or other water utilities.
 - (5) Commercial, Industrial, and Institutional equipment must be properly maintained and in full working order.

Section 3.02 Mandatory Water Conservation

In order to conserve the Agency's water supply during a drought or other emergency for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection, the following regulations and restrictions on the delivery and use of water from the Agency shall take effect upon a declaration of a drought or other emergency by the Board or its designee:

(a) **Stage 1 – Water Alert (Up to 20% Reduction)**

- (1) All customers will observe practices to achieve up to a 20% reduction in their monthly water use over 2013 usage.
- (2) Discontinue watering lawns and gardens or any other irrigation between the hours of 9:00 a.m. and 7:00 p.m.
- (3) Require restaurants to only serve water to customers upon request.
- (4) All run-off and street flooding from outdoor irrigation is prohibited.
- (5) No unattended watering except where automatic shut-off equipment is used.
- (6) Automatic shut-off nozzles or valves are required when washing cars and other vehicles.
- (7) Washing sidewalks, driveways, patios, parking lots, and tennis courts with water is prohibited.
- (8) Emptying and refilling of swimming pools and hot tubs is prohibited.
- (9) Maintaining pools, hot tubs and fire protection storage facilities at normal operating levels is permitted.

- (10) Drinking water used in decorative fountains must be recirculated.
- (11) Drinking water may not be used in scenic ponds and lakes except for the minimum amount needed to support existing aquatic life.
- (12) Use of Conservation kits supplied by AWA or other water utilities
- (13) No irrigation of new landscaping will be permitted during a drought emergency for new construction.
- (14) No irrigation during and up to 48 hours after measurable rainfall.
- (15) Fix leaks or faulty sprinklers within 7 day(s).
- (16) Water only three days per week for turf watering when using potable water.
- (17) Plant containers, trees, shrubs, and vegetable gardens may be watered additional days using only drip irrigation or hand watering, provided that any such drip irrigation system or hose is equipped with a working and activated automatic shut-off device.

(b) Stage 2 – Water Warning (21- 30% Reduction)

- (1) All customers will observe practices to achieve up to a 30% reduction in their monthly water use over 2013 usage.
- (2) Discontinue watering lawns and gardens or any other irrigation between the hours of 9:00 a.m. and 7:00 p.m.
- (3) Require restaurants to only serve water to customers upon request.
- (4) All run-off and street flooding from outdoor irrigation is prohibited.
- (5) No unattended watering except where automatic shut-off equipment is used.
- (6) Automatic shut-off nozzles or valves are required when washing cars and other vehicles.
- (7) Washing sidewalks, driveways, patios, parking lots, and tennis courts with water is prohibited.
- (8) Use of water conservation kits supplied by AWA or other water utilities.
- (9) Emptying and refilling of swimming pools and hot tubs is prohibited.
- (10) Maintaining pools, hot tubs and fire protection storage facilities at normal operating levels is permitted.
- (11) Drinking water may be used in decorative fountains, if equipped with a recirculation system.
- (12) Drinking water may not be used in scenic ponds and lakes except for the minimum amount needed to support existing aquatic life.

- (13) Applications for new service connections shall be granted only on the condition that the water shall be used for interior purposes and not for lawn or gardening watering or any other irrigation use for the duration of the drought emergency.
- (14) No irrigation of new landscaping will be permitted during a drought emergency for new construction.
- (15) No irrigation during and up to 48 hours after measurable rainfall.
- (16) Fix leaks or faulty sprinklers within 5 day(s).
- (17) Warm/Dry Season: Up to two days per week turf watering when using potable water.
 - i. Plant containers, trees, shrubs and vegetable gardens may be watered additional days using only drip irrigation or hand watering, provided that any such drip irrigation system or hose is equipped with a working and activated automatic shut-off device.
- (18) Cool/Wet Season: Grass /lawn shall not be watered unless utilizing non-potable water during extended dry spells.
 - i. Plant containers, trees, shrubs, and vegetable gardens may be watered additional days using only drip irrigation or hand watering, provided that any such drip irrigation system or hose is equipped with a working and activated automatic shut-off device.

(c) Stage 3 – Water Crisis (31- 40% Reduction)

- (1) All customers will observe practices to achieve at least a 40% reduction in their monthly water use over 2013 usage. Discontinue watering lawns and gardens or any other irrigation between the hours of 9:00 a.m. and 7:00 p.m.
- (2) Require restaurants to only serve water to customers upon request.
- (3) All run-off and street flooding from outdoor irrigation is prohibited.
- (4) No unattended watering except where automatic shut-off equipment is used.
- (5) Automatic shut-off nozzles or valves are required when washing cars and other vehicles.
- (6) Washing sidewalks, driveways, patios, parking lots, and tennis courts with water is prohibited.
- (7) Use water conservation kits supplied by AWA or other water utilities.
- (8) Emptying and refilling of swimming pools and hot tubs is prohibited.
- (9) Maintaining pools, hot tubs and fire protection storage facilities at normal operating levels is permitted.
- (10) Drinking water may be used in decorative fountains, if equipped with a recirculation system. Drinking water may not be used in scenic ponds and lakes except for the minimum amount needed to support existing aquatic life.
- (11) Applications for new service connections shall be granted only on the condition that the water shall be used for interior purposes and not for lawn

or gardening watering or any other irrigation use for the duration of the drought emergency.

- (12) No irrigation of new landscaping will be permitted during a drought emergency for new construction.
- (13) No irrigation during and up to 48 hours after measurable rainfall.
- (14) Fix leaks or faulty sprinklers within 3 day(s).
- (15) Warm/Dry Season: Up to one day per week grass/lawn watering when using potable water.
 - (i) Plant containers, trees, shrubs and vegetable gardens may be watered additional days using only drip irrigation or hand watering, provided that any such drip irrigation system or hose is equipped with a working and activated automatic shut-off device.
- (16) Cool/Wet Season: Grass/lawn shall not be watered unless utilizing non-potable water during extended dry spells.
 - (i) Plant containers, trees, shrubs, and vegetable gardens may be watered additional days using only drip irrigation or hand watering, provided that any such drip irrigation system or hose is equipped with a working and activated automatic shut-off device.

(d) **Stage 4 – Water Emergency (41-50% Reduction)**

Water use for public health and safety purposes only.

- (1) Special provisions for recycled water will be handled on a case-by-case basis.

Section 3.03 Enforcement

AWA's primary focus is customer education on the critical need to conserve our precious water resources, however, failure to observe these mandatory water conservation measures is a violation of the law and therefore may be subject to fines per the Agency Administrative Citations Policy Sections 5.04 and 5.05. The following lists the violation procedures of the Conservation Plan requirements. Violations and penalty assignments as:

- ***First violation:*** A written warning that further violation will result in possible water restrictions.
- ***Second violation:*** A water restriction device will be placed on the customer's Meter for one-week and associated call fees will be charged to the customer.
- ***Third violation:*** A water restriction device will be placed on the customer's Meter for the duration of the water drought or water emergency, and associated service call fees will be charged to the customer.
- ***Variances:*** May be granted from any of the above regulations and restrictions upon application in writing stating in detail the reason therefore.

Section 3.04 Hydrant Water Use During Board Declared Water Conservation

The Agency may restrict or eliminate the use of hydrant meters by customers during a declared conservation emergency. If hydrant usage is allowed, the Agency may require that it be under the direction of Agency personnel, and when possible, Untreated Water will be used.

ARTICLE 4 – RESERVED

ARTICLE 5 – CODE ENFORCEMENT PROGRAM- Ordinance 2016-01

Section 5.01 Definitions

The following definitions apply to this article:

- (a) "Cited Person" means a person who violates the Code or who is otherwise responsible for a Code violation and who is named in an administrative citation issued and served pursuant to this article.
- (b) "Code" means this Amador Water Agency Water Code (including any ordinances amending the Code but not yet incorporated into the Code book).
- (c) "Continuing Code Violation" means a violation of the Code of the type described at section 5.03(a).

Section 5.02 Applicability

This article provides for the issuance of administrative citations and collection of related fines to enforce any violation of this Code, as a remedy in addition to all other criminal and civil remedies which may be pursued by the Agency. Use of this article shall be at the sole discretion of the Agency.

Section 5.03 Preliminary Notice Procedures for Continuing Violations

- (a) In addition to the other provisions of this article, continuing violations of this Code that do not create an immediate danger to health or safety (a "Continuing Code Violation"), shall be subject to the procedures set forth in this section.
- (b) Whenever the Agency determines that a Continuing Code Violation is occurring or exists, Agency Staff may issue and serve a written compliance order to any person responsible for the violation.
 - (1) The compliance order shall state that the person responsible for the Continuing Code Violation has 30 days from the date of the compliance order, or such additional time as the Agency's General Manager determines is reasonably necessary, to correct or otherwise remedy the violation.
 - (2) A compliance order issued pursuant to this section shall contain the following information:
 - (i) The location of the violation;

- (ii) The section(s) of this Code violated and a description of the violation;
 - (iii) The action(s) required to correct the violation;
 - (iv) The deadline to correct the violation, which also shall be the date after which an administrative citation may be issued and administrative penalties begin to accrue if compliance with the order has not been achieved; and
 - (v) The amount of the applicable administrative citation fine in the event the violation is not timely corrected and a citation is issued.
- (3) In cases where the violation involves real property, a copy of the compliance order also shall be served on the owner of the subject real property, if the owner is different from the person who committed the violation or who is otherwise responsible for the violation.
 - (4) If Agency Staff determines that all Continuing Code Violations have been corrected within the time specified in the compliance order, no further action shall be taken under this article.
 - (5) If full compliance is not achieved within the period specified in the compliance order, then Agency Staff may then issue an administrative citation pursuant to section 5.04.
 - (6) No administrative citation shall be issued by the Agency for a Continuing Code Violation subject to this section until after there is continued non-compliance beyond the deadline stated in a compliance order issued under this section.

Section 5.04 Administrative Citation

- (a) When the General Manager determines that a violation of this Code has occurred, or that a Continuing Code Violation continues after the deadline set forth in a compliance order issued pursuant to section 5.03, Agency Staff may issue and serve an administrative citation to any person who committed the violation or who is otherwise responsible for the violation.
- (b) In cases where the violation involves real property, a copy of the administrative citation also shall be served on the owner of the subject real property, if the owner is different from the person who committed the violation or who is otherwise responsible for the violation.
- (c) Each administrative citation shall contain the following information.
 - 1. The date(s) of the violation (for Continuing Code Violations, the date of the expiration of the time period to remedy the violation);

2. The name of the person who violated the Code or who is otherwise responsible for the Code violation;
 3. The address or a definite description of the location where the violation occurred;
 4. The section(s) of this Code violated and a description of the violation;
 5. The amount of the fine for the Code violation;
 6. A description of the fine payment process, including a description of the time within which and the place at which the fine shall be paid;
 7. An order prohibiting the continuation or repeated occurrence of the Code violation described in the administrative citation;
 8. A statement of the increased fines for additional citations issued for the same violation within the following year;
 9. A description of the administrative citation hearing process, including the time within which the administrative citation may be contested and the place from which the cited person may obtain a form to request a hearing to contest the administrative citation;
 10. A statement that delinquent fines for a violation pertaining to real property may become a lien against that property; and
 11. The name and signature of the citing staff member.
- (d) Whenever the Cited Person is a person under the age of 18, the citing staff member shall provide copies of all notices and orders specified in this article to the parent(s) and/or legal guardian(s) of the Cited Person. Any fine levied pursuant to this article may be levied against the juvenile and the parent(s) and/or legal guardian(s) of the juvenile, and the juvenile and parent(s)/legal guardian(s) shall be jointly and severally liable for the fine and related costs. The parent(s) and/or legal guardian(s) shall have the right to a hearing and judicial review as set forth in this article.

Section 5.05 Amount of Fines

- (a) Code violations that would otherwise be infractions shall be subject to the following fines:
- (1) \$100.00 for a first violation;
 - 2) \$200.00 for a second violation of the same Code provision that occurs within one year;
 - (3) \$500.00 for a second violation of the same Code provision that occurs within one year;

- (b) Code violations that are declared to be misdemeanors, such as theft of utility services under Penal Code Section 498, shall be subject to \$1,000.00_fine in addition to any other available remedy.
- (c) For purposes of determining the amount of fines imposed for administrative citations issued under this article, a separate violation occurs on each and every day during any portion of which a violation of any provision of this Code is committed, permitted or allowed to continue.

Section 5.06 Payment of the Fine

- (a) The fine shall be paid by the Cited Person to the Agency at the Agency's office within 30 days from the date of the administrative citation.
- (b) Any administrative citation fine paid pursuant to section 5.06(a) shall be refunded in accordance with section 5.11(d) if it is determined, after a hearing, that the Cited Person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.
- (c) Payment of a fine under this article shall not excuse or discharge any continuation or repeated occurrence of the Code violation that is the subject of the administrative citation.

Section 5.07 Request for Administrative Hearing

- (a) Any Cited Person may contest that there was a violation of the Code or that he or she was the responsible party by completing a request-for-hearing form and returning it to the Agency's office within 30 days from the date of the administrative citation. Any Cited Person who requests an administrative hearing to contest an administrative citation must submit with the request-for-hearing form either an advance deposit of the fine stated in the administrative citation or a request for an advance deposit hardship waiver in accordance with section 5.08. A request-for-hearing form shall be made available at and may be obtained from the Agency's office.
- (b) The Cited Person requesting an administrative hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing.

Section 5.08 Advance Deposit Hardship Waiver

- (a) Any Cited Person who intends to request an administrative hearing under section 5.07, and who is financially unable to make the advance deposit of the fine as required by section 5.07 (a), may file a request for an advance deposit hardship waiver. The request shall be filed with the Agency on an application form provided by the Agency on or before submitting the request-for-hearing form. The request shall be reviewed, and approved or disapproved by the General Manager.

The requirement of depositing the full amount of the fine under section 5.07(a) shall be stayed until the General Manager makes a determination not to issue the advance deposit hardship waiver.

- (b) The General Manager may waive the requirement of an advance deposit set forth in section 5.07(a) and issue the advance deposit hardship waiver only if the Cited Person submits to the General Manager a sworn declaration or affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the General Manager the person's actual financial inability to deposit with the Agency the full amount of the fine in advance of the administrative hearing.
- (c) The General Manager shall issue a written determination listing the reasons for his or her decision to issue or not issue the advance deposit hardship waiver. The written determination of the General Manager shall be final. The written determination of the General Manager shall be served upon the person who applied for the advance deposit hardship waiver.
- (d) If the General Manager decides not to issue an advance deposit hardship waiver, the Cited Person shall remit the deposit to the Agency within ten days after the date of that decision or 30 days from the date of the administrative citation, whichever is later.

Section 5.09 Hearing Officers

- (a) Administrative review of administrative citations shall be conducted by a hearing officer. An administrative citation hearing officer shall be appointed by the Agency Board of Directors and shall serve at the pleasure of the Board.
- (b) The Board of Directors may by resolution provide for compensation of the administrative citation hearing officer; provided, however, that the employment, performance evaluation, compensation or benefits of the officer shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the officer.

Section 5.10 Administrative Hearing Procedure

- (a) No administrative hearing to contest an administrative citation shall be held unless the fine has been deposited in advance in accordance with section 5.07(a) or an advance deposit hardship waiver has been issued by the General Manager in accordance with section 5.08.
- (b) The administrative hearing before the hearing officer shall be conducted not less than 15 days and not more than 90 days from the date that the request for hearing is filed in accordance with this article.
- (c) At the administrative hearing, the Cited Person and Agency Staff shall be given the opportunity to testify, to present evidence concerning the administrative citation and the related Code violation, and to cross-examine witnesses.

- (d) The failure of any Cited Person to timely request an administrative hearing and appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust administrative remedies.
- (e) The administrative citation and any additional report submitted by the citing staff member shall constitute prima facie evidence of the respective facts contained in those documents.
- (f) The administrative citation hearing officer may continue the hearing and request additional information from the citing staff member or the recipient of the administrative citation prior to issuing a written decision.

Section 5.11 Hearing Officer's Decision

- (a) After considering all of the testimony and evidence submitted at the administrative hearing, the hearing officer shall issue a written decision upholding or cancelling the administrative citation, including a brief explanation of the reason or reasons for the decision. The Cited Person shall be served with the hearing officer's written decision.
- (b) In cases where the violation involves real property, a copy of the administrative hearing decision also shall be served on the owner of the subject real property, if the owner is different from the person who committed the violation or who is otherwise responsible for the violation.
- (c) If the hearing officer upholds the administrative citation, then the fine amount on deposit with the Agency shall be retained by the Agency. If the hearing officer upholds the administrative citation and, pursuant to an advance deposit hardship waiver, the fine has not been deposited, the hearing officer shall set forth in the written determination a payment schedule for the fine.
- (d) If the hearing officer cancels the administrative citation and the fine was deposited with the Agency, then the Agency shall refund promptly to the Cited Person the amount of the deposited fine.

Section 5.12 Appeal of Hearing Officer's Decision

- (a) A Cited Person who receives an adverse decision under section 5.11 may appeal the hearing officer's decision for review by the Agency Board of Directors by filing with the General Manager within 10 days of the service of such decision a written notice of appeal containing the challenged citation and the reason(s) for the appeal, together with any material facts supporting the contentions of the Cited Person.
- (b) As soon as practical after receiving the written appeal, the General Manager shall set a date for hearing of the appeal by the Agency Board of Directors, which date shall not be less than seven days nor more than 35 days from the date the appeal was filed. The General Manager shall notify the Cited Person of the time and place of the hearing at least five days before the date of the hearing.

- (c) The Cited Person shall be responsible for paying an appeal fee prior to the date of the hearing in an amount established from time to time by the Agency Board of Directors.
- (d) The Agency Board of Directors shall review and consider the evidence before and decision of the hearing officer and receive and consider arguments and new information, if any, from the Cited Person. Upon conclusion of the appeal hearing, the Agency Board of Directors by resolution shall do one of the following:
 - (1) Terminate the proceeding and dismiss the citation;
 - (2) Confirm the decision of the hearing officer; or
 - (3) Modify the decision of the hearing officer.
- (e) The decision of the Agency Board of Directors shall be final and conclusive. The General Manager shall serve a copy of the Board's resolution on the Cited Person that a brief explanation of the reason or reasons for the decision.
- (f) If the Agency Board of Directors upholds the administrative citation, then the fine amount on deposit with the Agency shall be retained by the Agency. If the Agency Board of Directors upholds the administrative citation and, pursuant to an advance deposit hardship waiver, the fine has not been deposited, the Agency Board of Directors shall set forth in its resolution a payment schedule for the fine. If the Agency Board of Directors modifies the administrative citation, then the fine shall be due and payable as provided in the Board's resolution. If the Agency Board of Directors cancels the administrative citation and the fine was deposited with the Agency, then the Agency shall refund promptly to the Cited Person the amount of the deposited fine.

Section 5.13 Right to Judicial Review

Any Cited Person aggrieved by a hearing officer's administrative decision on an administrative citation may seek judicial review of the administrative decision by filing a notice of appeal within 20 days after service of the hearing officer's decision with the Amador County Superior Court in accordance with Government Code section 53069.4. If no notice of appeal is timely filed, then the hearing officer's decision shall be deemed confirmed.

Section 5.14 Late Payment Charges and Interest

Any Cited Person who fails to pay to the Agency any fine imposed pursuant to this article on or before the date that the fine is due also shall be liable for the payment of penalties and interest consistent with the provisions in Schedule UN-3(a) of the Water Service Rates and Charges.

Section 5.15 Collection of Fines, Late Charges, Interest and Costs

- (a) The Agency may collect any past due administrative citation fines and applicable late payment penalties and interest by use of all available legal means. The Agency also may recover its costs incurred in securing payment of these amounts, which costs shall include, but are not limited to, administrative costs, attorney fees and litigation expenses.
- (b) The Agency may seek collection of delinquent fines, late payment penalties, interest and costs as a personal obligation of the Cited Person.
- (c) In cases where the violation relates to the use of real property, the Agency may record a lien against the subject real property to secure the payment of administrative citation fines, late payment penalties, interest and costs. A lien created by the Agency pursuant to this section shall remain in effect until all of the fines, late payment penalties, interest and costs are paid in full.
 - 1. Prior to recording any lien, the General Manager shall prepare and file with the Agency Board of Directors a report stating the amounts due and owing. The Agency shall fix a time, date and place for the Agency Board to hear and consider the report and any protests or objections to it.
 - 2. At least ten days before the time set for the hearing, the General Manager shall give written notice of the hearing to the owner of the subject real property.
 - 3. Any person whose real property is subject to a lien pursuant to this section may file a written protest with the Agency and/or protest orally at the Agency Board hearing on the matter.
 - 4. The Agency Board, after the hearing, shall either adopt a resolution confirming or modifying the amount of the lien, or decide not to impose the lien. The lien may carry such late payment penalties, interest and costs as authorized by this article and set forth in the resolution.
 - 5. Within 30 days following the adoption of a resolution by the Agency Board of Directors imposing a lien, the General Manager shall file a lien certificate with the county recorder's office.
 - 6. The lien shall have no force and effect until the lien certificate is recorded with the county recorder. Once recorded, the lien shall have the force, effect and priority of a judgment lien governed by Code of Civil Procedure section 697.340 and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220. Once a lien is recorded pursuant to this section, interest shall accrue on the principal amount remaining unsatisfied pursuant to law.
 - 7. After the Agency receives full payment for the outstanding fines, late payment penalties, interest, costs and other charges set forth in the lien resolution, the Agency shall record a notice of release of lien discharging the Agency's lien.

Section 5.16 Notices

- (a) Service of compliance orders, administrative citations, administrative hearing decisions, lien notices and other documents under this article shall be as follows:
 - (1) For service on the owner of real property that is the subject of a Code violation, the document shall be:
 - (i) Personally served on the property owner by hand-delivery or mailed to the property owner by prepaid, first class U.S. mail addressed to the owner's address as shown on the last equalized County assessment roll; and
 - (ii) Posted in a conspicuous location on the subject real property.
 - (2) For service on other persons, the document shall be either served personally by hand-delivery or sent by prepaid, first class U.S. mail addressed to the person's last known residence address.
- (b) Failure to receive any notice or other document specified in this article shall not affect the validity of proceedings conducted under this article.

APPENDIX

AMADOR WATER AGENCY SERVICE RATES, CHARGES AND FEES

Section 1 Amador Water Agency Water Service Rates and Charges

[Existing water service rates and charges as previously adopted are unchanged]

Section 2 Amador Water Agency Wastewater Service Rates and Charges

[Existing wastewater service rates and charges as previously adopted are unchanged]

Section 3 Amador Water Agency Participation Fees

[Existing participation fees as previously adopted are unchanged, and function for all purposes as “Capacity Fees” as defined in this ordinance.]

Section 4 Amador Water Agency Miscellaneous Fees

Amador Water Agency Miscellaneous Fees, adopted January 28, 2021 (AWA Ordinance 2021-01).

The following fee schedules shall be applicable to all Amador Water Agency Water and Wastewater Customers and Applicants.

UN-1 WATER CONNECTION FEE

The following fees shall be applicable to all Applicants requesting a new water service connection and must be paid prior to any work being done by the Agency:

(a) **Install Meter on Existing Service Connection**

<u>Meter Size</u>	<u>Fee</u>
5/8 Inch	\$ 585.00
3/4 Inch	610.00
1 Inch	720.00
1-1/2 Inch	1250.00
2 Inch	1650.00
Larger	Actual cost of installation as determined by the Agency

(b) **Install Meter and Service Connection**

Applicants whose request a water service connection that requires a mainline tap, installation of a meter box, meter and related appurtenances as determined by the Agency, will pay the actual costs of such installation based on an actual time and materials basis. The Applicant shall pay a deposit prior to any work being done by the Agency. Any amounts remaining after the work has been completed will be refunded to the Applicant. Any amount exceeding the amount of the deposit shall be paid by Applicant prior to water service being initiated.

Time and Materials Deposit.....\$5,000
(or more, depending on the complexity of the connection)

(c) **Special Conditions**

1. The service connection, meter boxes and meters shall remain the property of the Agency.
2. A meter must be installed at the same time the service connection is installed except in the case of accepted subdivisions.
3. In the event that the Applicant does not request the service connection and meter to be installed within two years after applying for and paying the appropriate charges, then the meter installation fee, less 10% for administrative costs, will be returned without interest and the application canceled.

UN-2 CREDIT DEPOSITS

For all residential and commercial service

Water Service Deposit \$100.00 per service

Wastewater Service Deposit\$100.00 per service

For all industrial service - an amount equal to twice the estimated monthly bill but not less than\$100.00

UN-3 CHARGES FOR OTHER SERVICES

(a) Start/ Stop Service

A water or wastewater service account with AWA may be opened either by calling the Customer Service Department at (209) 223-3018, completing the online application, or by coming in to the Administration Office at 12800 Ridge Rd, Sutter Creek CA. 95685 during business hours (8 a.m. to 4:30 p.m., Monday through Friday). There is a \$25.00 administrative fee to open new accounts. This fee is charged each time customer's change addresses within the Agency's service area. When customers call, apply online or come in to open a new account, the account must be put in that person's name (a spouse/significant other/trustee may be added to the account if both Applicants sign the application) - customers may not establish accounts for another person.

Administrative Fee.....\$25.00

(b) Late Payment Penalties and Interest

Payments are due and payable upon presentation and become delinquent if not paid within 30 days after the due date. Any charges remaining unpaid shall accrue late payment penalties and interest as follows:

Late Payment Penalty \$10.00

(c) Fire Flow Testing- Requests for fire flow testing will be based on actual time and material basis required to perform such testing. Requester will be required to pay a \$500.00 deposit prior to any work being done by the Agency. Any amounts remaining after the work has been completed will be refunded to the requester. Any amount exceeding the amount of the deposit shall be paid to the Agency by the requester.

(d) Meter Testing - the following fee will be added to the customer's account should the customer request their meter be tested for accuracy. Should the meter be found, upon test, to register more than 5% fast under conditions of normal operation, the fee will be returned to the customer.

<u>Meter Size</u>	<u>Fee</u>
5/8", 3/4", or 1".....	\$40.00
Larger than 1"	Time and Materials

Customer Owned Hydrant Meter Testing\$50.00
Must be tested no more than three (3) weeks prior to use

(e) Service Call - The following fees are applicable to re-inspect and/or verify to determine compliance with Agency rules and regulations for special inspections such as grease traps, septic tanks, and/or other miscellaneous customer inquiries:

Between 8:00 am and 4:30 pm
Monday through Friday \$75.00

On-Call hours Monday-Friday after 4:30 pm
and/or Saturday, Sunday or Holiday \$140.00

Site Inspection to verify service\$50.00

(f) Service Reconnection Fee – The following fees are applicable if Agency personnel turn service off or on at the customer’s request, restore service discontinued for cause:

Monday-Friday 8:00 a.m. – 4:30 p.m. \$ 50.00

On-Call hours Monday-Friday after 4:30 p.m.
and/or Saturday, Sunday or Holiday \$150.00

(g) Special Conditions

1. The Agency reserves the right to refuse to turn water service off/on between 10:00 pm and 8:00 am unless a bonafide emergency can be established.
2. No water service will be turned off/on at the meter by anyone other than Agency Personnel.
3. The service call fee shall be charged to the customer's account, or, at the discretion of the Agency, be required to be paid by the customer prior to service being rendered.

Notification of Intent to Disconnect Service - The following charge shall be added to the customer's account each time the Agency is required to place a door hanger at the customer's service location of the Agency's intent to turn off water service for nonpayment of charges:

Notification Fee \$15.00

(h) Lock Replacement Fee – A lock replacement fee will be added to an account if a service lock is damaged or removed

Lock Replacement Fee\$25.00

(i) Returned Check Fee - The following charge shall be added to the customer's account for each check tendered as payment that is returned unpaid to the Agency by its financial institution:

Returned Check Fee \$25.00

(j) Special Conditions

The Agency reserves the right to report any person whose check is returned unpaid to the Amador County District Attorney for disposition. In the event of reoccurrence of returned checks, the Agency reserves the right to refuse checks as the form of payment from said customer.

(k) Obstructed Meter - Subsequent to the Agency's initial notification to a customer to remove any object(s) obstructing the Agency's water meter, the following charge shall be added to the customer's account each time Agency personnel thereafter are dispatched to verify such removal:

Obstructed Meter Fee \$25.00

(l) Meter Resetting - When service is disconnected for any reason, the following charge shall be added to the customer's account for resetting a meter that was removed after discontinuance of service for cause:

Meter Resetting Fee \$140.00

(m) Temporary Service through a Fire Hydrant - Temporary/construction water service may be available at a time and location selected by the Agency. In addition to paying for water used and billed under the appropriate rate schedule below, a hydrant meter deposit is required in advance to cover the cost of any damage or replacement of the meter. Meters are inspected by Agency staff upon checkout and return for proper working order. \$30.00 of the deposit is not refundable. Spanner Wrenches are also available and require a \$30.00 deposit (Please refer to Water Code Section 2.49(e) for use of Spanner Wrench. Meter Reads are to be reported to the Agency by the 25th of each month. If the meter reads are not provided within the specified time frame, a penalty will be assessed to the construction water account.

Hydrant Meter

- Temporary Hydrant Service Deposit \$ 1,530.00
(\$30 non-refundable)
- Spanner Wrench Deposit \$30.00
- Monthly Service Fee \$30.00
- Late Fee for Non-Reporting-first offense \$25.00
- Late Fee for Non-Reporting-second offense \$50.00
- Late Fee for Non-Reporting- third offense \$100.00
- Reporting Fee will remain \$100.00 per month for each month following the third offense
- Commodity Charge- Treated Water- See Current Rate Schedule

E-mailed: no charge

Minutes:

Approved Regular and Special Meeting Minutes (if mailed, will include regular meeting agendas)

Mailed: \$25.00/year

E-mailed: no charge

Regular Board Meeting Agenda Packets

Annual Basis – Packet available at the Office \$100.00/year

Annual Basis – Mailed \$150.00/year

Individual Board Meeting Basis-Packet available at the Office \$ 5.00/packet

E-mailed: no charge

UN-4 CAPACITY FEE EQUIVALENTS

(a) Water Meters Larger than the basic 5/8 Inch (400 gpd)=1.0:

The following ratios will apply:

<u>Meter Size</u>	<u>Ratio to Basic Charge (flow:EDU)</u>
3/4 Inch	30 gpm/ 600 gpd = 1.5
1 Inch	50 gpm/ 1000 gpd = 2.5
1-1/2 Inch	100 gpm/ 2000 gpd = 5.0
2 Inch	160 gpm/ 3200 gpd = 8.0
3 Inch	300 gpm/ 6400 gpd = 16.0
4 Inch	500 gpm/ 10000 gpd = 25.0
6 Inch	1,000 gpm/ 20000 gpd = 50.0
8 Inch	1,800 gpm/ 36000 gpd = 90.0
10 Inch	2,900 gpm/ 58000 gpd = 145.0
12 Inch	4,300 gpm/ 86000 gpd = 215.0

(b) Multiple Dwelling Units:

The Capacity Fee for a condominium, townhouse, apartment or similar type multiple dwelling unit shall be a percentage of the appropriate Capacity Fee applicable to a customer using a single EDU, depending on the number of bedrooms per unit. The percentages are:

<u>Bedrooms Per Unit</u>	<u>Percentage</u>
3 or More	100%
2	90%
1	80%

(c) Manufactured Home Parks:

The Capacity Fee for manufactured homes in a manufactured home park shall be a percentage of the appropriate Capacity Fee applicable to a customer using a 5/8 inch meter, depending on the number of manufactured homes per acre. The percentages are:

<u>Dwelling Units per Acre</u>	<u>Percentage</u>
1 - 4	100%
5 - 6	90%
7 - 8	80%
9 or more	70%

UN-5 SEWER PLAN REVIEW & INSPECTION FEE

The following fee shall be applicable when a person applies for wastewater service or a construction permit. The Applicant shall pay to the Agency an application/inspection fee per application for wastewater/sewer systems. The Agency shall not accept an application until it receives the application/inspection fee. The fee is intended to cover the cost of plan review, and up to two (2) field inspections for the proposed construction and all administrative costs incurred in processing the application.

Additional plan reviews or inspections beyond the amount listed above shall be on a time and materials basis. AWA may request a deposit to cover these additional costs.

Sewer Inspection Fee: Residential	\$350
Sewer Inspection Fee: Commercial/Industrial	\$750
Sewer Inspection Fee: STEP or STEF connection.	\$750

UN-6 ENGINEERING SERVICES AND FEES

The following deposit shall be required when an Applicant (or Developer, in this section) seeks water or wastewater service or a construction permit for commercial business or development. The Applicant shall pay to the Agency a deposit for anticipated work relating to the project which may include plan review, engineering, project management, and inspections, among other services. The Applicant will be billed all actual costs incurred by the Agency for work on the Project, which shall be paid by the Applicant within 30 days of invoice. The deposit shall be held in reserve and not used against actual costs incurred by the Agency, unless the Applicant is in arrears on billings in excess of sixty days. If the deposit is used to pay the outstanding bills, all work shall cease on the Project and shall not resume until the costs have been paid and the initial deposit amount is replenished. Unused deposited funds will be refunded to the Applicant when no further Agency work on the Project is anticipated.

Determination of Water Availability	\$500
Commercial/Industrial Deposit (single connection & parcel).	\$1,500
Developer Deposit	\$5,000