

## **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) "ADU" means an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, which are both considered as ADUs in this code.
- (b) "Agency" or "AWA" means the Amador Water Agency.
- (c) "Agency Water Code" means these water service rules and regulations.
- (d) "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.

- (e) “Applicant” means the person, firm, corporation, association, partnership, municipality, development, or other public or private entity applying to receive service.
- (f) “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.
- (g) “Board” means the Board of Directors of the Amador Water Agency.
- (h) “Capacity Fee” means a fee that will be used to finance, construct, and install water facilities.
- (i) “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.
- (j) “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.
- (k) “Control Valve” means a device used to control or shut off the flow of water, including to a Service Connection.
- (l) “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.
- (m) “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.
- (n) “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.
- (o) “Developer” means the person or entity seeking water service, a will serve commitment, or to extend and/or construct water facilities for a Development.
- (p) “Development” means a residential or commercial subdivision, project, or property seeking new or expanded service.
- (q) “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.
- (r) “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.

- (s) “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.
- (t) “Industrial Service” means the furnishing of water to a customer for use in manufacturing or processing activities.
- (u) “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.
- (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 turfgrass, 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) “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.
- (mm) “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 or animal consumption.
- (nn) “Water Service” means the installation of the service tap, water service line, service box, and meter, and submittal of application and payment of fees, rates and charges, all in accordance with the Agency’s rates, rules, regulations, and Standard Design and Construction Specifications, to include irrigation and fire services.
- (oo) “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.
- (pp) “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.
- (qq) “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, excepting that the Agency ~~shall endeavor to~~ may reserve one percent of treatment and storage capacity for infill projects.

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**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 their 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 their 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 their 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 their 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 their request.

AWA will follow State law applicable to Accessory Dwelling Unit (ADU) connections, however

all service connections remain subject to periodic Agency review of metered usage as compared to the capacity purchased and allotted to the parcel. ADUs shall be treated as and shall follow the same requirements as new service connections, including but not limited to utility application, service, fees and capacity. ADU connections are subject to capacity availability and Capacity Fee payment per UN-4 Capacity Fee Equivalents, unless specifically exempt. ADU applicants are required to obtain will-serve letter(s) and pay capacity fees to AWA before permitting an ADU. AWA will have no duty to serve any ADU until after the owner has paid all required connection, capacity and other permitted fees, and obtains a will-serve from AWA. AWA retains the right to require payment in arrears for such fees from an owner who did not pay them upfront.

Any new or expanded ADU within an existing single family residential home, that would not expand the existing structure's footprint more than 150 square feet for the sole purpose of permitting ingress and egress to the ADU, is exempt from being required to install a separate connection and pay any water or sewer capacity fees. All other ADUs, including all ADUs constructed at the same time or in conjunction with new single-family homes, are required to install a separate connection and pay a reduced capacity fee specifically for ADUs per UN-4 Capacity Fee Equivalents.

If additional connection(s) to a lot are required due to insufficient capacity or at the request of the Owner, then the equivalent water capacity fees and actual costs of construction will be charged. If an upsize of the existing service is required due to insufficient capacity or at the request of the property owner, the applicable water capacity fee and actual costs of construction for the new service size will be charged, less any previous water capacity fees paid.

ADUs or other accessory structures will not be served prior to serving the primary residence. The primary residence is the first premises to which service shall be applied for, have fees paid and otherwise be provided. Additional structures may be required to install a separate connection or meter and pay the appropriate fees, as required.

**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, increase or decrease of water flow, 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. If the account is held between two or more parties that do not reside together, one party shall be designated to receive monthly billing statements. The other party may choose to receive a memo bill.

**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 determination within 60 days giving the current status of water availability to a Development. This determination 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. Determinations of Water Availability will be valid for two years and shall then be null and void.

### 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 Agency determines that 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, ~~provided the applicant can provide documentation to adjudicate the service was not previously terminated or forfeited.~~

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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 and the right to service was not forfeited under the provisions of section 2.22 of this Code~~, the Applicant will not be required to pay any Capacity Fee.

Commented [LM3]: This is a newly proposed amendment.

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 1) meter size, 2) number of physical units, or 3) 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, any applicable deposits required by the Agency, and if the Agency determines that water supply will be available, the Agency may 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.

(b) **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 automatically expire as to any remaining service that has not been established.

(c) **Payment of Capacity Fees**

Any Developer or Owner 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 for the entire Development at the earliest of the following: (i) by the Developer at the time of initial sale of a lot or parcel which is a part of a residential Subdivision or 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; ~~excepting that Capacity Fees shall not be paid prior to issuance of a Will Serve Commitment that the Agency has the actual ability to serve. The Agency may at its discretion accept earlier payment of capacity fees.~~

**Commented [LM4]:** Change was reviewed last month but dropped out of the document.

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**

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.

##### **(a) 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 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 transmission, distribution, treatment and storage 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 Developer shall, ~~and the agreement shall require the Developer to,~~ bear all costs of the determination, design and extension of water facilities.

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##### **(b) 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.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **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.

(h) **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.

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

Notwithstanding any provision of this Agency Water Code 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.

**Commented [LM6]:** Not raised previously, but staff asks whether the Committee thinks this should be reconsidered.

**Section 2.05 Plans and Specifications**

The Agency ~~has adopted, and~~ periodically ~~adopts~~ updates ~~itself~~ ~~of the Agency's~~ Water and Wastewater Standard Design and Construction Specifications, along with other standards, which are hereby incorporated in this Code by reference. The ~~Operations & Engineering~~ ~~General~~ Manager, on behalf of the Agency, ~~adopts and~~ updates standards, to protect the reliability and quality of the Agency's water supply and other infrastructure.

**Commented [LM7]:** Change was reviewed last month but dropped out of the document.

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

capacity fees and service connection costs, the Agency may 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 their 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.
- (d) 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.
- (e) 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, not in compliance with applicable codes or regulations, 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 their 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 their 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 water services shall be metered whether treated or untreated.
- (c) Meters normally shall be installed by the Agency at the property line or curb line. 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., apartments, condominiums, duplex, fourplex, mobile home park, ADUs, etc.) or for each individual unit. Dwelling unit complexes, multi-family residences, other multi-unit connections, and ADUs shall be billed additional billing and Service Charges for each additional unit associated with the account.

### **Section 2.11 Fire Services**

Fire services may be permitted within the Agency service area for fire risers, or other private fire appurtenances, used solely for fire suppression, as determined by the Agency. The principal boundary of the customer's property to be serviced must be within reasonable proximity to an Agency water main of adequate size, capacity, and pressure, as determined by the Agency. The Agency requires Agency owned shut off valves at the water main, and the property line if it does not abut the main, that shall be the Point of Responsibility. Piping and appurtenances on the customer's side of the shutoff valve and Point of Responsibility shall be installed, owned and maintained by the Customer. Backflow devices are required on all fire services.

- (a) Where a fire service is requested, other than from public fire hydrants, a separate service connection is required for connections other than for single-family residential connections covered in paragraph (c) below. The Agency reserves the right to require a metered service be installed and to disconnect a fire service if water is taken through the fire service for any use other than fire suppression. The Agency is not liable for any loss or damage due to such action. Capacity fees may not be charged for fire services where no water usage exists, unless water usage is found of any kind other than for fire suppression.
- (b) A separate fire service is not required for single-family residential connections, but may be permitted with Agency approval.
- (c) For single-family residential connections, ~~if a 1-inch service is required solely because the residence is equipped with fire sprinklers, the Agency will install a 1-inch service and meter but will charge the fees and rates, including capacity fees, for the size meter that would have been installed had there been no fire sprinklers, may require or allow an increase or upsize to the service line and water meter size, to a larger size than otherwise requested, required or allowed, solely to~~

**Commented [LM8]:** Except as noted below, this change was reviewed last month but dropped out of the document.

**Commented [LM9]:** This part of the amendment is changed from the prior POE Committee meeting. The Agency is in fact using both 5/8" and 3/4" meters for residential connections.

~~accommodate the customer's anticipated fire sprinkler demands. Capacity fees and other applicable~~

~~(c) requirements still apply for the connection and service as would otherwise be required, but capacity fees may not be charged for the increase or upsized portion of the service solely needed for the customer's fire sprinkler demands.~~ The Agency reserves the right to require a separate metered fire service be installed, require payment of capacity fees for the upsized service and/or to disconnect a service if water is taken through the service at rates or flows above the actual capacity purchased for any use other than fire suppression. The Agency is not liable for any loss or damage due to such action.

In all cases, the Customer shall be responsible for the installation costs of water services and fire services. The Customer shall be responsible for the ownership, installation, construction, maintenance and repairs of the services on the customer side of the Point of Responsibility. For all services, the Agency does not guarantee any range of pressure or flow rates and is not liable for damage because of water pressure, equipment sizing, flow rates, discontinuance or shutoff of service.

#### **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 Charges which are otherwise unpaid by the Customer;
- (b) to pay for the Agency's costs of collecting any unpaid Service Charges, 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 Charges 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 phone, by mail, online through the Agency website, through an online account, at an approved Agency drop box, using automatic clearing house (ACH) payments or by 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, the right to service to the Premises shall be forfeited if:

- 1) any bill remains delinquent for nine (9) months,
- 2) service to the Premises has been disconnected or placed on ~~standby or temporary~~ inactive status whether voluntarily or involuntarily for a period of nine (9) months,
- 3) no active Water Service to the Premises has been established ~~whether voluntarily or involuntarily~~ within two (2) years of capacity fees having been paid,
- 4) no active Water Service to the Premises has been established ~~whether voluntarily or involuntarily~~ within two (2) years of installation absent a Will Serve commitment, or
- 5) no active Water Service to the Premises has been established ~~whether voluntarily or involuntarily~~ within five (5) years of a Will Serve ~~or other~~ commitment having

**Commented [LM10]:** These wording changes were considered by the Committee in August, but dropped out of the document here.

However, staff now recommends that this provision, as amended, be moved to become Section 2.22 of the Code.

been provided, ~~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) **Forfeiture of Right to Service**

The Agency may discontinue service if any account, service or connection has forfeited the right to service, whether voluntarily or involuntarily.

(c) **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.

(d) **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.

(e) **Fraud and Abuse**

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

(f) **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.

(g) **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**

**Commented [LM11]:** Staff recommends moving Section 2.20(m) to become this section.

**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 their 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 their 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 their 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 for non-residential services or ninety (90) days for residential services may become a lien against the property served. In case any such charges, rates, assessments or fees for Water Service remain delinquent for the time specified, 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 measures 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)