

references from the applicant's immediately prior utility service provider or another source acceptable to the General Manager. In no event may the General Manager waive the cash deposit, if the person requesting the waiver is in default on any payments to the District or in violation of any District ordinance, policy, rule or regulation.

3-3-1-3 Appeal of Waiver Denial: The General Manager may accept, or reject, any credit reference at his/her discretion. In the event of such a rejection the applicant may appeal the General Manager's decision to the Board in accordance with the applicable provisions set forth in Section 6 of Chapter 7 of this Title. However, the applicant must pay the deposit in order to receive service during the period before the Board may hear the appeal.

3-3-1-4 Deposit Requirements for Limited Liability Entities: Any corporation, LLC or similar limited liability entity which applies for service must provide the District with a cash deposit in an amount specified in the then current Water Rates Resolution prior to receiving service. Notwithstanding, any other provisions herein specified this deposit shall not be returned until the termination of service at which time the deposit will be either credited toward the closing bill or refunded to the entity without interest.

3-3-1-5 Deposit Fund: All deposits made with the District to establish credit will be held by the District in a special fund and may be

applied by the District to unpaid bills for water service when service is voluntarily disconnected at the user's request or, to the extent that there are no unpaid bills for water service upon discontinuance thereof, will be refunded without interest to the person making the deposit.

3-3-1-6 Deposit Refund: Unless otherwise provided for herein, the District may refund the deposit without interest after twelve (12) consecutive months of successful on time payments for water service by credit to the account. The entrance into an amortization agreement, in accordance with in accordance with the applicable provisions set forth in Section 5 of Chapter 3 this Title, with the District in order to pay a bill will require the beginning of a new twelve (12) month refund period which will not begin to run until the amortization agreement is successfully completed.

3-3-1-7 Use of Deposit to Recover Unpaid Charges: In the event, service is involuntarily disconnected by the District all deposits made with the District to establish credit, or otherwise, may be applied by the District towards the recovery of any unpaid charges, costs, damages and/or penalties associated with the user's involuntary disconnection by the District.

3-3-1-8 Deposit Required After Involuntary Disconnection: Any user whose service has been involuntarily disconnected from the District water system shall after payment of all delinquent accounts be

required to re-establish their credit by making a cash deposit in an amount specified in the then current Water Rates Resolution before service can be restored. A deposit made under the provisions of this section shall be held in a special fund and may be applied by the District to any future unpaid bills or cost recoveries for rules and regulation violations. Said funds may be refunded without interest after twelve (12) consecutive months of successful on time payments for water service by credit to the account.

3-3-1-9 Deposit Receipt: Each receipt for a cash deposit to establish or re-establish credit will contain substantially the following statement:

“This deposit may be applied to unpaid balances where water service has been discontinued by the District because of nonpayment of bills. This deposit, less the amount of any unpaid charges, will, on application of the user, be refunded, without interest on discontinuance of service.

Additionally, this deposit may be applied by the District towards recovery of any costs, damages and/or penalties associated with the user's involuntary disconnection of service by the District.”

3-3-1-10 Termination and Reestablishment of Service: Termination of service and reestablishment of service will only be accomplished during normal District business hours, with the exception that termination for violations of water service rules and regulations and/or District ordinances may be done at any time if based upon an urgent need.

SECTION 2

Responsibility for Payment

- 3-3-2-1 Billing of Water Charges:** All water charges, including any applicable damages and/or penalties, shall be billed to the owner of the property upon which charges herein fixed are levied and assessed, or his successor in interest.
- 3-3-2-2 Memorandum of Billing:** If requested the District will provide a once monthly memorandum of billing to persons other than the owner if the owner so requests in writing. Notwithstanding the foregoing, the District shall not be held liable in any manner for memorandum's receipt by the persons other than the owner.
- 3-3-2-3 Owner's Responsibility for Charges:** The owner of the property shall be ultimately responsible for all water charges, damages and/or penalties associated with the property, including, but not limited to, all water charges, damages and/or penalties accrued by tenants to the property.
- 3-3-2-4 Collection of Delinquent Charges:** The District may move to collect any and all past due charges, damages and/or penalties from the owner, in accordance with all applicable laws, including but not limited to, the lien provisions set forth in Section 8 of Chapter 3 of this Title.
- 3-3-2-5 Special Rules Regarding Water Service to Rental Properties:**

Landowners should be on notice that California Law requires that the District offer and provide water service to tenants of residential properties, which are set to be shut-off for non-payment by the property owner. If such an event occurs, Landowners should be on notice that they shall remain responsible for all water charges, including any applicable damages and/or penalties, and in the event the tenant becomes delinquent the landowner shall be billed for the delinquency. In the event, the landowner does not pay the delinquent sums the District shall move to collect any and all past due charges, damages and/or penalties from the owner, or his successor, in accordance with all applicable laws, including but not limited to, the lien provisions set forth in Section 8 of Chapter 3 of this Title.

3-3-2-6 Special Rules Regarding Disconnection of Water Service to Rental Properties: Landowners should be on notice that the District will not disconnect water service to a property which is occupied in order to assist the landlord in evicting their tenants.

3-3-2-7 Water Used Without Application: A person who takes possession of premises with a metered service connection and who uses water without applying for water service at that premises is liable for all the costs of the water delivered from the date of the last recorded meter reading prior to the change in ownership. A person who takes possession of premises served via a flat rate service

connection and who uses water without applying for water service at that premises is liable for all the costs of the water delivered from the date of the last billing prior to the change in ownership. If proper application for service is not made within five calendar days after notification to do so by the General Manager, or if accumulated bills for water service are not paid upon presentation, water service shall be discontinued without further notice.

- 3-3-2-8 Back Billing:** If a person uses water served via a flat rate service connection for which no bills have been issued, the District shall bill the person for as much of the past 12 months as the person has been occupying or in possession of the Premises without paying bills. If a person uses water served via a metered service connection for which no bills have been issued, the District shall bill the person for as much of the past 12 months as the person has been occupying or in possession of the Premises without paying bills. In either event, the billing shall include all applicable rates, charges and late penalties.

SECTION 3

Water Rates and Charges

for Service within the District Boundaries

- 3-3-3-1 Water Rates Resolution:** Water rates, charges and deposits for the District shall be fixed from time to time by resolution of the

Board of Directors, as reflected in the then current Water Rates Resolution.

3.3.3.2 Readiness to Serve Charge: Any and all premises which have a service connection, including individually metered units which have a connection and/or meter installed but do not activate or maintain water service through said connection and/or meter, shall be subject to a monthly readiness to serve charge related to the operations and maintenance of said connection by the District. The charge for such connections shall be reflected in the then current Water Rates Resolution.

3.3.3.3 Volumetric Competent: Any and all premises which are served via a metered service connection shall be subject to a volumetric component in addition to the previously mentioned Readiness to Serve Charge.

3-3-3-4 Prohibition on Free Services: No water and no services or facilities of the District water system shall be furnished to any user or to any person free of charge, except as may be specifically provided for in writing by the Board of Directors and allowed for by then applicable law.

3-3-3-5 Determination on Service Parameters: The District reserves the unfettered right to determine in its sole discretion the size, location and number of meters which will be required to provide

water service to any new development. In making those determinations, the District shall charge a fee for reviewing development plans as reflected in the then current Water Rates Resolution.

3-3-3-6 Multiple Unit Structure Service: The District's preferred method for providing service to multiple family dwellings, multiple commercial structures and separate premises, units, houses, buildings, businesses, or living quarters on the same lot, piece or parcel of land or on adjoining lots, pieces or parcels of land, shall be through separate individual metered service connections. However, notwithstanding the foregoing, the District reserves the right, at its sole discretion, to provide service to multiple family dwellings, multiple commercial structures, and separate houses, buildings, businesses, or living quarters on the same lot, piece or parcel of land or on adjoining lots, pieces or parcels of land, by either of the following two methods:

- a. Through separate metered service connections to each such unit, house, building, business or living quarters. As an illustrative example, under this approach a four unit apartment complex would have four accounts and four water meters reflecting the service for each apartment and each apartment would be billed one monthly readiness to service charge in addition to that apartment's individual volumetric charge. The

monthly readiness to service charge will be charged regardless of whether a unit is occupied or vacant. It should be noted that the owner of the property is ultimately responsible for all accounts on said property and failure to pay for any past due accounts, including any applicable charges, damages and/or penalties on the account, may result in the placement of a lien against the property or other collection actions against the property's owner in the lien provisions set forth in Section 8 of Chapter 3 of this Title.

- b. Alternatively, with the District's prior written approval water service may be provided through a single metered service connection to supply all of such units, houses, buildings, businesses, and living quarters, in which case one monthly readiness to service charge shall be applied to the bill for each unit, house, building, living quarters or business serviced by the connection and the responsibility for payment of all charges for all water furnished shall be assumed by the person having such control, ownership and/or management. As an illustrative example, under this approach, a four unit apartment complex with one water service connection and meter would have one account and would be charged four monthly readiness to service charges on that account. The four monthly readiness to service charges will be charged regardless of whether a unit is

occupied or vacant. Additionally, the owner of said property would be responsible for all charges, damages and/or penalties which accumulate on the account; and, the District may collect any past due bills through the placement of a lien against the property or other collection actions against the property's owner the lien provisions set forth in Section 8 of Chapter 3 of this Title.

3-3-3-7 Multiple Lodging Structure Service: Multiple lodging structures such as hotels and motels shall be furnished water through a single metered connection and shall be charged rates in accordance with the then applicable Water Rates Resolution.

3-3-3-8 Property Owner's Responsibility: Regardless of the method of water delivery, the owner of the property shall be responsible for all water charges, damages and/or penalties associated with the property, including, but not limited to, all water charges, damages and/or penalties accrued by tenants to the property.

3-3-3-9 Collection of Delinquent Charges: The District shall move to collect any and all past due charges, damages and/or penalties from the owner, in accordance with all applicable laws, including but not limited to, the lien provisions set forth in Section 8 of Chapter 3 of this Title.

SECTION 4

Water Rates and Charges for Service Outside the District Boundaries

3-3-4-1 Rates for Service Outside District Boundaries: The Board of Directors shall provide the conditions of service and the rates and charges for water furnished or available to premises outside the boundaries of the District on a per application basis.

3-3-4-2 LAFCO Approval and Payment of Associated Costs and Fees:
If the General Manager determines that the requested extraterritorial service requires the District to seek an approval from LAFCO, the person requesting the extraterritorial service shall be solely responsible for any and all costs and fees associated with seeking said approval, including but not limited to the District's legal and engineering costs. The General Manager shall inform the requestor of the determination within a reasonable time frame and the General Manager shall require a non-refundable deposit in the amount of the estimated additional costs prior to seeking the approval from LAFCO. The payment of said additional costs shall not predispose the District or LAFCO to approval of the extraterritorial service.

3-3-4-3 Rate Parameters for Service Outside District Boundaries:
The rates and charges for such service shall be in amounts at least equal to, and possibly more than, the rates and charges which

would be applicable if the premises were located within the District, together with a sum equal to taxes which would be paid by such water users if their property were within the District. At the Board's discretion, however, the District may charge more for water and services furnished to premises outside the boundaries of the District than would be applied if the premises were within the District including any taxes which would be paid to the District, so long as the amount actually charged is reasonably related to the additional expenses of providing that water and service.

3-3-4-4 Applicability of District Ordinances, Rules and Regulations:

Those that receive water outside of the District's boundaries shall in exchange for said water be required to follow all District ordinances, rules and regulations and any other conditions placed upon that service by the District. Failure to comply with all District ordinances, rules and regulations, and imposed conditions will result in disconnection of service and possible criminal and/or civil sanctions.

3-3-4-5 Priority of Service: Those that receive water outside of the District's boundaries understand and agree that in the event of a water shortage of any kind those lands within the boundaries of the District will, as provided by law, receive priority over those lands which lay outside of the District's boundaries.

SECTION 5

Billing for and Payment

of Monthly Charges

- 3-3-5-1 Billing Statement:** Each billing statement shall give the name and last known mailing address of the user/owner and shall list separately all charges for water service at the user/owner's address. The total charges (if any) for water service shall be billed to the nearest \$.10 of the actual total charge. All bills will be issued by the District monthly, and will be issued by the General Manager, or his duly authorized representative.
- 3-3-5-2 Monthly Billing Period:** For the purposes of billing, water base rates as reflected on opening bills, closing bills, and monthly bills rendered for periods of less than a full month will be computed assuming water service was provided for an entire month.
- 3-3-5-3 Monthly Billing Due Date:** Generally, all water service charges shall become due and payable at the office of the General Manager on the 10th of each month. However, in no event shall a bill become due and payable earlier than ten (10) days after the date of the bill's mailing.
- 3-3-5-4 Monthly Billing Delinquency Date:** All water service charges shall become delinquent if full payment is not received at the office of the General Manager by close of business on the 25th day of

each month. However, in no event shall a bill become delinquent within nineteen (19) days of mailing.

3-3-5-5 Closing Bill Due Dates: Notwithstanding any other provisions in this code, closing bills, where service is voluntarily discontinued by the user or involuntarily discontinued by the District due to a violation of District policies, excluding disconnections for nonpayment, shall be due and payable on date of mailing. These bills become delinquent and subject to the penalties set forth in Section 6 of Chapter 3 of this Title, if full payment is not received by the District within nineteen (19) days of the bill's mailing.

3-3-5-6 Instrument Returned for Insufficient Funds: If a bill is paid by a check, credit card or other instrument, that is returned for insufficient funds or otherwise rejected by the bank, or institution, the instrument is drawn from, the following shall apply:

- a. The user shall be required to pay a returned check fee in accordance with the then current Water Rates Resolution.
- b. Irrespective of when the check was received, returned or rejected the bill will become delinquent and thus subject to the penalties set forth in penalties set forth in Section 6 of Chapter 3 of this Title, if full payment including the returned check fee is not received by the District in accordance with Paragraph 4 of Section 5 of Chapter 3 of this Title.

- c. Upon the District's determination that the check has been returned or rejected, the District will send notification to the user's last known address. If the check is returned after the 25th day of the month the bill was due, provided that day is at least nineteen (19) days from the date of the bills mailing, the District will immediately send notice that service will be disconnected in accordance with the procedures set forth in the provisions set forth in Section 7 of Chapter 3 of this Title.

3-3-5-7 Amortization Agreement: The General Manager is hereby empowered at his discretion and in accordance with any applicable laws including District policies that may be further expanded upon by resolution of the Board of Directors in the then current Water Rates Resolution to establish and permit upon a customers request an amortization of the unpaid balance of any bill asserted to be beyond the means of the user to pay within the normal period of payment by the entrance into an "Amortization Agreement" and payment schedule. Said amortized payment schedule shall not exceed twelve (12) months in length and no customer may enter into more than one "Amortization Agreement" at a time.

3-3-5-8 Average Monthly Payment Program: The District may establish alternative payment methods, including, but not limited to, the establishment of an average monthly payment (AMP) program by Board resolution.

3-3-5-9 Credit or Debit Card Payments: The District may establish a system for the acceptance of credit card or debit card payments by Board resolution.

3-3-5-10 Inclusion of Notice on Bill: On each bill rendered by the District there will be printed substantially the following language:

Billing: Charges are billed monthly and mailed on the last day of the month. Payments are due by the close of business on the 10th day of the month.

Penalties for Nonpayment: Bills not paid by the 25th of the month shall be deemed delinquent. Upon becoming delinquent, a basic penalty of ten percent (10%) of the amount of this bill shall be added to it for the first month's delinquency. An additional penalty of one and one half percent (1.5%) of the amount of this bill and the basic penalty shall be added to this bill for each month the bill remains unpaid after the delinquent date.

Disconnection Notice: If full payment is not received by the 15th day of the month immediately following this billing your service may be disconnected by

the District. If your service is disconnected, you will be required to pay the bill in full, including the basic penalty, any applicable interest penalty, the door tag fee and a reconnection service charge before service will be restored. Additionally, you may be required to provide an additional deposit. Service will only be restored during normal District operating hours.

Difficulties in Paying: If, for whatever reason, you are having difficulties in paying this bill, please contact the District General Manager as soon as possible as you may be entitled to request payment arrangements.

Protest Rights: If you wish to protest this bill or any portion thereof, please contact the District as soon as possible. If after notifying the District of your concerns you are still not satisfied with the result, you may request a hearing before the Board of Directors. District personnel can inform you of the procedures required for requesting such a hearing.

Account Responsibility: District Ordinances provide that all

accounts are the responsibility of the respective property owners and are to be held in the name of that property owner. An owner may choose to have a tenant billed additionally. However, the owner is ultimately responsible for all charges incurred by the property.

SECTION 6

Notice and Imposition of Basic and Monthly

Penalties for Delinquencies

- 3-3-6-1 Delinquency Date:** A bill becomes delinquent if full payment on any bill is not received by the District by the 25th day of the month, provided that day is at least nineteen (19) days from the date of the bills mailing.
- 3-3-6-2 Delinquency Penalty:** Upon becoming delinquent, a penalty of ten percent (10%) of the amount of such bill shall be added to it for the first month's delinquency. An additional penalty of one and one half percent (1.5%) of the amount of such bill and basic penalty shall be added to the bill for each month the bill remains unpaid after the delinquency date.
- 3-3-6-3 Disconnect Notice:** Upon becoming delinquent, the District shall mail a Disconnect Notice informing the user that his/her bill has

become delinquent and thus subject to disconnection of service if full payment is not received by the 15th day of the month immediately following the bill's due date.

3-3-6-4 Form of Disconnect Notice: Each Disconnect Notice sent to users, shall include the following information:

- a. The name and address of the customer whose account is delinquent.
- b. The amount of the delinquency.
- c. The date by which payment or arrangements for payment is required in order to avoid termination.

3-3-6-5 Inclusion on Disconnect Notice: In addition to the information required in paragraph 4 of this Section, the following language is to be clearly and substantially printed on each Disconnect Notice:

Our records indicate that your account is past due. If payment or reasonable arrangements have not been made 48 hours prior to the disconnection date, a door tag fee of \$(*) will be applied to your account. If full payment of all charges, penalties and fees has not been received by the District before the disconnection date, your service will be disconnected and your account will be subject to an additional reconnection charges \$(*).

If for whatever reason you are having difficulties in paying this bill, please contact the District as soon as possible as you may be entitled to request payment arrangements.

If you wish to protest this bill or any portion thereof please contact the District as soon as possible. If after notifying the District of your concerns you are still not satisfied with the result, you may request a hearing

before the Board of Directors. District personnel can inform you of the procedures required for requesting such a hearing.

Bills rendered by the District are due on the 10th day of the month and become delinquent on the 25th day. Upon becoming delinquent, a basic penalty of ten percent (10%) of the amount of the bill shall be added to it for the first month's delinquency. An additional penalty of one and one half percent (1.5%) of the amount of the bill and the basic penalty shall be added for each month the bill remains unpaid after the delinquent date. If full payment is not received by the 15th day of the month immediately following the mailing of the bill, service may be disconnected by the District. If service is disconnected, the District requires that prior bills be paid in full, including the basic penalty, any applicable interest penalty, the door tag fee, and a reconnection service charge before service will be restored. Additionally, the District may require an additional deposit before service restoration. Service will only be restored during normal District operating hours.

* The door tag fee and reconnection charges shall be established in the then current Water Rates Resolution.

SECTION 7

Disconnection for Failure to Pay

3-3-7-1 Disconnection Date: In each case where all or any part of any bill remains unpaid by the 15th day of the month immediately following its due date, the General Manager is empowered to disconnect said service for non-payment in accordance with state law and District policy as herein adopted and as may be further expanded upon by resolution and/or ordinance of the Board. As

example, a bill mailed on the last day of January is due on February 10th, becomes delinquent on February 25th and shall be disconnected if not paid prior to March 15th. This section shall not apply to a bill if other arrangements have been approved by the General Manager consistent with policies adopted by the Board of Directors.

3-3-7-2 Disconnection After Presentation of an Instrument Returned for Insufficient Funds: Any bill which becomes delinquent because a check, credit card, or other instrument is returned for insufficient funds or otherwise rejected by the bank, or institution, the instrument is drawn from will be subject to immediate disconnection provided that 15th day of the month immediately following its due date has passed and a delinquent bill notice has already been issued, either prior or post notification by the District of the returned instrument. Notice of the impending disconnection shall be given in accordance with the provisions set forth in Paragraph 5 of this Section 7 at least forty-eight (48) hours before the disconnection is accomplished.

3-3-7-3 Disconnection After A Failure to Abide by an Amortization Agreement: If a user fails to comply with an Amortization Agreement, the District shall not terminate service without giving the customer a delinquent bill notice fifteen (15) days prior to termination and a forty-eight (48) hour notice in general accordance

with the provisions set forth in Paragraph 5 of this Section 7.

3-3-7-4 Time Limits on Delinquency Disconnection: The District shall not disconnect service for delinquency in payment on any Friday, Saturday, Sunday, legal holiday or at any time during which the business offices of the District are not open to the public.

3-3-7-5 Forty-Eight Hour Disconnection Notice: At least forty-eight (48) hours prior to disconnecting a service for non-payment, the General Manager shall cause District personnel to make a reasonable good faith effort to contact an adult person residing, or doing business, at the unit either by telephone or in person. Whenever personal contact cannot be accomplished, the District shall give by mail, or by posting in a conspicuous location at the unit, a door hanger notice informing the user that service will be disconnected in forty-eight (48) hours if all charges, fees and penalties are not brought to date.

3-3-7-6 Form of Forty-Eight Hour Disconnection Notice: On each forty-eight (48) hour disconnect notice, including door hanger notices left under this section, the following language shall be conspicuously placed thereupon:

- a. The address of the customer whose account is delinquent.
- b. The amount required to avoid disconnection of service.
- c. The date by which payment or arrangements for payment is

required in order to avoid disconnection.

- d. The telephone number of a representative of the District who can provide additional information or institute arrangements for payment.

3-3-7-7 Inclusion on Forty-Eight Hour Disconnection Notice: In addition to the information provided for in Paragraph 6 of this Section 7, all forty-eight (48) hour door hanger disconnect notices left at a premises under this section shall have the following language conspicuously and substantially placed thereupon:

RECONNECTION POLICY

In accordance with NORMWD policy a reconnection charge of \$(*) will be applied to your outstanding balance. Your outstanding balance including the reconnection charge must be paid in full before the District may reestablish your service. Additionally, NORMWD policy prohibits water service from being reconnected on weekends and District holidays. Any calls for reconnection received after 4:30 p.m. will be reconnected on the next available District business day.

If, for whatever reason, you are having difficulties in paying this bill, please contact the District General Manager as soon as possible as you may be entitled to request payment arrangements.

WARNING

IT IS A CRIMINAL OFFENSE TO TAMPER WITH OR BYPASS A WATER METER.

- * The reconnection charge shall be established in the then current Water Rates Resolution.

SECTION 8

Procedures for Collection of

Delinquent Accounts

3-3-8-1 Collection of Outstanding Accounts: The General Manager may at his discretion concurrently use all legal remedies available to the District in collecting outstanding accounts, including but not limited to the filing of an action at law, brought on behalf of the District against any and all responsible parties in accordance with this Ordinance, or applicable resolution of the Board, for payment of such account. The General Manager in filing such an action shall seek to recover the amount of such bill, any applicable penalties, any applicable damages and the costs of such action including reasonable attorney's fees. Regardless of the method of collection chosen, the General Manager shall seek to recover the full outstanding balance on the account including all charges, fees, assessments and penalties and shall additionally seek to recover any and all costs associated with the collection efforts.

3-3-8-2 Judgment Liens: In accordance with the provisions set forth in section 72102 of the California Water Code, the District may record a certificate setting forth unpaid charges and fees in the office of the County Recorder. From the time of the certificate's recordation, the amount required to be paid together with interest and penalty shall constitute a lien upon all real property in the county owned by

the person, or entity, or afterwards, and before the lien expires, acquired by him. The lien shall have full force and effect of a judgment lien and it shall continue for a period of 10 years from the date of filing of the certificate unless sooner released or otherwise discharged. The lien may be extended as specifically provided for in section 72102 of the California Water Code. This remedy may be pursued concurrently with all other legal remedies available to the District in collecting outstanding accounts.

3-3-8-3 Collection of Delinquent Charges and Penalties on the Tax

Roll: In accordance with the provisions set forth in sections 5470 *et seq.* of the California Health and Safety Code, the District has elected to provide itself with the ability to collect delinquent charges and penalties accruing thereon on the county general tax roll in the same manner and at the same time as general taxes. In preparation for the placement of delinquent charges and penalties on the county tax roll the District shall do the following:

- a. The General Manager shall prepare and file with the District on or before July 1 of each year a written report containing a description of each parcel of real property receiving water service for which charges and penalties are delinquent and the amount of the delinquency.
- b. The real property may be described by reference to maps prepared in accordance with Section 327 of the California

Revenue and Taxation Code, and on file in the office of the county assessor, or by reference to plats or maps on file in the office of the clerk.

- c. The Board of Directors shall consider the filed report at a public meeting of the Board in July.
- d. The Secretary of the District shall cause notice of the filing of such report and the time and place of hearing thereon to be published pursuant to section 6066 of the Government Code prior to the date set for hearing in a newspaper of general circulation printed and published within the boundaries of the District.
- e. The Secretary of the District shall cause notice of the filing and the filing itself to be posted at the District's office for public review.
- f. The Secretary of the District shall cause such notice to be mailed to the assessed owner of each parcel for which water charges are delinquent as shown on the latest equalized assessment roll, or at such address as known to the Secretary.
- g. At the public hearing, the Board of Directors shall consider the written report and any objections or comments thereto and adopt the report as it deems appropriate and just.
- h. On or before August 10, the Secretary of the District shall file

with the Auditor of the County of Kern a copy of the report as approved by the Board of Directors with a statement endorsed on the report over his signature that the report has been finally adopted by the Board of Directors of this District.

- i. This remedy may be pursued concurrently with all other legal remedies available to the District in collecting outstanding accounts.

TITLE 3 WATER SERVICE RULES AND REGULATIONS

CHAPTER 4: ENFORCEMENT MEASURES

SECTION 1: Enforcement Measures and Right to Inspect

- 3-4-1-1 Enforcement Duty
- 3-4-1-2 Violation of this Title Deemed to be an Infraction
- 3-4-1-3 Notice of Violation of this Title
- 3-4-1-4 Access Right
- 3-4-1-5 Recommendations Related to a Customer's Plumbing
- 3-4-1-6 Disconnection Due to Unsafe Equipment
- 3-4-1-7 Disconnection Due to Negligent or Wasteful Use
- 3-4-1-8 Water Meter Installation Due to Negligent or Wasteful Use
- 3-4-1-9 Disconnection Due to Fraud or Abuse
- 3-4-1-10 Procedures for Immediate Disconnection of Service In Accordance with this Title
- 3-4-1-11 Procedures for Non-Immediate Disconnections Of Service Due to a Violation of this Title

SECTION 2: Reconnection of Service After Involuntary Disconnection

- 3-4-2-1 Payment Required Before Reconnection

SECTION 3: Unauthorized Reconnection of Service After Involuntary Disconnection

- 3-4-3-1 Unauthorized Reconnection of Service

SECTION 1

Enforcement Measures and

Right to Inspect

- 3-4-1-1 Enforcement Duty:** The General Manager, and his duly authorized representatives, are hereby charged with the enforcement of all of the provisions of this Ordinance.
- 3-4-1-2 Violation of this Title deemed to be an Infraction:** In accordance with Water Code section 71600, a violation of this Title is hereby declared to be an infraction punishable by fine of up to \$250. Each and every connection or occupancy in violation of this Title shall be deemed a separate violation. Each and every day or part of a day a violation of this Title continues will be deemed a separate offense hereunder, and shall be punishable as such.
- 3-4-1-3 Notice of Violation of this Title:** Any person found to be violating any provision of this Title shall be served by the General Manager with written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. Said time limit shall not be less than one (1) nor more than five (5) working days. The offender shall within the period of time stated cease all violations and correct the conditions causing violation of this Title.
- 3-4-1-4 Access Right:** The General Manager, or any other duly

authorized agent of the District, shall have, at all reasonable times, the right of ingress to and egress from any user's property for any purpose properly relating to the furnishing of water service to such user. Refusal to allow such access may result in the immediate disconnection of service and/or the issuance of a warrant pursuant to the procedures set forth in Title 3 (commencing with section 1822.50) of Part 3 of the California Code of Civil Procedure.

3-4-1-5 Recommendations Related to a Customer's Plumbing: Any inspection work or recommendations made by the District or its agents in connection with plumbing or appliances or any use of water on any user's property, either as a result of a complaint or otherwise shall be done at the District's discretion and will be made without charge. However, the District reserves the right to charge for inspection costs if the inspection uncovers a violation of District ordinances, rules or regulations. Inspection costs shall include, but not be limited to, the actual time spent by staff in furtherance of the inspection multiplied by the hourly labor rates set forth in the then applicable Water Rates Resolution.

3-4-1-6 Disconnection Due to Unsafe Equipment: The District may refuse to furnish water service and may immediately discontinue all services to any property, or customer, where an apparatus, appliance or equipment using water is found by the General Manager to be dangerous or unsafe, or where the use of water on

such property is found by the General Manager to be detrimental or injurious to the water service furnished by the District.

3-4-1-7 Disconnection Due to Negligent or Wasteful Use: The District may refuse to furnish water service and may immediately discontinue all services to any property, or customer, where the General Manager finds that negligent or wasteful use of water exists on any property which detrimentally affects the District's water service.

3-4-1-8 Water Meter Installation Due to Negligent or Wasteful Use:
If the General Manager finds that negligent or wasteful use of water exists, or has existed on any property, the District may require the installation of a water meter at said service connection.

3-4-1-9 Disconnection Due to Fraud or Abuse: The District shall have the right to refuse or immediately discontinue water service to any property, or customer, if necessary to protect itself against fraud or abuse. In addition to the provisions set forth in Section 1 of Chapter 4 this Title, and/or any other general criminal or civil sanctions that may be imposed for such fraud and/or abuse, such actions may also be subject to the criminal sanctions set forth section 498 of the California Penal Code.

3-4-1-10 Procedures for Immediate Disconnection Of Service In Accordance with this Title: If the General Manager determines that a service should be disconnected immediately, the

General Manager will attempt to contact the user so that the user may rectify the violation without disconnection. However, if the General Manager cannot contact the user within a reasonable amount of time given the circumstances, or the user refuses, or cannot, rectify the violation, the General Manager will proceed with the disconnection and will provide written notice of the reason for the disconnection to the user, either personally or in the form of a door tag. The notice shall additionally provide the steps required before service will be reconnected and notice that the user may appeal the General Manager's decision to the Board of Directors in accordance with the applicable provisions set forth in Section 6 of Chapter 7 this Title. The General Manager's determination shall remain in effect until the appeal is heard by the Board of Directors and the Board of Director's determination on an appeal shall be final and non-appealable.

3-4-1-11 Procedures for Non-Immediate Disconnections Of Service Due to a Violation of this Title: In the event of a violation (other than nonpayment of water service for which remedies are specified in Sections 6 through 7 of Chapter 3 this Title) of any terms of this Title, or other applicable rules and regulations of the District, the General Manager shall provide written notice to the violation to the person causing, allowing or committing such violation. Said notice shall specifying the violation and, if applicable, the time after which

(upon the failure of such person to prevent or rectify the violation) the General Manager will exercise his authority to disconnect the property from the District water system, provided, that such time shall not be less than one (1) nor more than five (5) working days after deposit of such notice with the United States Post Office, addressed to the person to whom notice is given at their last known address. Notwithstanding the forgoing, in the event the General Manager determines that the violation results in a public hazard, menace or threat to the water system, the General Manager, or his designee, may enter upon the property without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of such things done, and the amount expended in so doing, shall be charged upon the parcel and/or person in violation.

SECTION 2

Reconnection of Service After

Involuntary Disconnection

3-4-2-1 Payment Required Before Reconnection: Whenever any user, and/or connection, has been disconnected from the District's water system for any violation of this Title, or applicable resolution of the Board, such user and/or premises shall not be reconnected to the system until such violation has been corrected and all delinquent

charges, penalties and damages, if any, have been paid, together with a reconnection charge and deposit prescribed in the District's then current Water Rates Resolution.

SECTION 3

Unauthorized Reconnection of Service

After Involuntary Disconnection

3-4-3-1 **Unauthorized Reconnection of Service:** It shall be a violation of this Title for any person other than authorized District personnel to reconnect a service that has been disconnected by the District from the District water system, regardless of the reason for the disconnection. Additionally, such a reconnection shall be subject to the provisions set forth in Section 1 of Chapter 4 of this Title, and/or any other general criminal or civil sanctions that may be imposed for such actions including, but not limited to, the criminal sanctions set forth section 498 of the California Penal Code. Furthermore, the District may permanently discontinue said service at its sole discretion.

TITLE 3 WATER SERVICE RULES AND REGULATIONS

CHAPTER 5: NOTICES

SECTION 1: Notices

- 3-5-1-1 District Notices to Users
- 3-5-1-2 District Notices to Requested Alternates
- 3-5-1-3 Notice to District

SECTION 1

Notices

- 3-5-1-1 District Notices to Users:** Unless otherwise specified within this Ordinance or applicable resolution or motion of the Board, notices from the District to any person will be given in writing, either delivered in person, posted on the property, emailed, or mailed to their last known address. In case of emergency, the District may give verbal notice by telephone or in person. The District will not be responsible for mail not properly delivered or received.
- 3-5-1-2 District Notices to Requested Alternates:** The District shall, by resolution, provide a mechanism in which users may request that mailed and telephonic verbal notifications from the District be provided to persons other than those users, or in addition to those users. The District will not be responsible for mail not properly delivered or received.
- 3-5-1-3 Notice to District:** Notice from any person to the District may be given by such person or his authorized representative verbally or in

writing at the office of the General Manager at, 4000 Rio Del Norte, Bakersfield, California 93308, or to an employee or agent of the District who is authorized to receive notices or complaints, or may be sent by mail to the General Manager's office at 4000 Rio Del Norte, Bakersfield, California 93308.

TITLE 3 WATER SERVICE RULES AND REGULATIONS

CHAPTER 6: CONNECTIONS AND SERVICE CONDITIONS

SECTION 1: Connections and Permits to Connect to Existing System

- 3-6-1-1 Conditions Prior to Connection to Existing System
- 3-6-1-2 Contracts Required if Construction of Special Facilities Required
- 3-6-1-3 Point of Connection
- 3-6-1-4 Service Connections of One Inch or Smaller
- 3-6-1-5 Service Connections Larger than One Inch

SECTION 2: Connections Requiring Extension of District Mainlines

- 3-6-2-1 Water System Extensions to Serve Individual Service Connections
- 3-6-2-2 Water System Extensions to Serve Multiple Service Connection Developments
- 3-6-2-3 Water System Extensions for Fire Protection Purposes
- 3-6-2-4 Plan Check Fees for Water System Extension
- 3-6-2-5 Inspection Fees for Water System Extension
- 3-6-2-6 Refund Procedures
- 3-6-2-7 As-Built Drawings
- 3-6-2-8 Pipe Encasement
- 3-6-2-9 Water System Construction and Inspection

SECTION 3: Connection of New Subdivisions

- 3-6-3-1 Extension of Water Service for a New Subdivision

SECTION 4: Conditions and Regulations Related to Service

- 3-6-4-1 District Ownership of Facilities
- 3-6-4-2 Metered Connections
- 3-6-4-3 Placement of Service Facilities and

	Meters
3-6-4-4	No Charges for Placement of Service Facilities
3-6-4-5	Change of Meter Location
3-6-4-6	Meter Sizing
3-6-4-7	Change of Meter Size
3-6-4-8	Meter Testing
3-6-4-9	Erroneous Meter
3-6-4-10	Prohibition on Cross Connections
3-6-4-11	Electrical Discontinuity
3-6-4-12	Limitation on District Liability
3-6-4-13	User Responsibility and Liability
SECTION 5:	Applicants Outside the District Boundaries
3-6-5-1	Refusal of Service Request Outside District Boundaries
3-6-5-2	Recovery of Special Costs Related to Extra Territorial Service
SECTION 6:	Temporary Metered and Hydrant Meter Services
3-6-6-1	Use of Fire Hydrants
3-6-6-2	Temporary Real Estate Service
3-6-6-3	Temporary Hydrant Metered Water Service

SECTION 1
Connections and Permits to Connect
to Existing System

3-6-1-1 **Conditions Prior to Connection to Existing System:** Unless otherwise specifically provided for in this Title, premises not connected to the District water system upon the effective date of this Ordinance shall not be connected to the District water system

without: 1) filling an application for service in accordance with Section 2 of Chapter 2 of this Title; and, 2) paying the applicable charges and fees for the connection as set forth in the District's then current Water Rates Resolution; and, 3) obtaining a written permission to connect from the General Manager.

3-6-1-2 Contracts Required if Construction of Special Facilities

Required: The District shall require a written contract with any person as a condition precedent to water service if construction of special facilities are, or will be, required. Failure by the person to fully abide by said contract shall be deemed a violation of this Title and may result in denial and/or immediate disconnection of service.

3-6-1-3 Point of Connection: As more specifically provided for in Section 4 of Chapter 6 of this Title, the actual point of connection and the placement of water meters and meter boxes shall be determined by the District within its sole discretion.

3-6-1-4 Service Connections of One Inch or Smaller: Except for any service connection made to the District water system pursuant to Section 2 of Chapter 6 of this Title and/or Section 3 of Chapter 6 of this Title, the District will generally, upon acceptance of a properly filed application and payment of the applicable connection charges and deposits, furnish and install a service connection of suitable capacity from the District's water main to the curb line, or, at the election of the District, to the property line of any property for which

a connection to the District water system is requested, provided such property abuts upon a public street or existing water main right-of-way on which a water main of the District water system is then located. The connection line, meter and any other equipment installed by the District shall remain the sole property of the District.

3-6-1-5 Service Connections Larger than One Inch: Service connections larger than one inch shall generally be installed by the property owner in accordance with a contract between the owner and the District. In addition to any provisions specific to that service connection, the contract shall generally provide that the owner shall be responsible for all costs, including those costs incurred by the District associated with the construction, engineering and oversight. Additionally, the contract shall provide that the connection line, meter and any other equipment installed shall remain the sole property of the District. Notwithstanding the foregoing, the District reserves the right at its sole discretion to install the connection and construct any needed improvements and to bill the owner for said activities.

SECTION 2

Connections Requiring Extension of District Water System

3-6-2-1 Water System Extensions to Serve Individual Service

Connections: An applicant for Water Service Extension to service an individual service shall make application to the District on a form provided for this purpose. Additionally, upon application, the applicant shall enter into a contract with the District, setting forth the conditions upon which the connection shall be made.

3-6-2-2 Water System Extensions to Serve Multiple Service

Connection Developments: An applicant for Water Service Extension to service a development consisting of multiple service connections shall make application to the District on a form provided for this purpose. Additionally, upon application, the applicant shall enter into a contract with the District, setting forth the conditions upon which the connection shall be made.

3-6-2-3 Water System Extensions for Fire Protection Purposes:

Applicants for Water System Extensions for fire protection purposes only or for the purpose of adding extraordinary fire protection capacity to facilities shall make application to the District on a form provided for this purpose. Additionally, upon application, the

applicant shall enter into a contract with the District, setting forth the conditions upon which the connection shall be made.

3-6-2-4 Plan Check Fees for Water System Extension: Any applicant requesting service, which will require the extension of a District water main, shall be responsible for all District costs related to the checking and approval of those Plans, including, but not limited to engineering and/or legal expenses. In that regard, the applicant shall be required to submit a deposit to cover those costs in an amount determined by the General Manager. If during the process, the General Manager determines that the Plan checking costs will exceed the deposit on file, the Applicant shall be responsible for depositing additional funds in an amount determined by the General Manager. The General Manager shall inform the requester of the determination within a reasonable time frame and the General Manager shall require a deposit in the amount of the estimated additional costs prior to the continued processing of the Plans. Unused portions of the deposit shall be refunded upon completion of the project.

3-6-2-5 Inspection Fees for Water System Extension: Any applicant requesting service, which will require the extension of a District water main, shall be responsible for all District costs related to the inspection of the work by the District, including, but not limited to engineering and/or legal expenses. In that regard, the applicant

shall be required to submit a deposit to cover those costs in an amount determined by the General Manager. If during the process, the General Manager determines that the inspection costs will exceed the deposit on file, the Applicant shall be responsible for depositing additional funds in an amount determined by the General Manager. The General Manager shall inform the requester of the determination within a reasonable time frame and the General Manager shall require a deposit in the amount of the estimated additional costs prior to the further inspections. Unused portions of the deposit shall be refunded upon completion of the project.

3-6-2-6 Refund Procedures: Where distribution water main extensions are required to serve areas not previously served they will be made at the expense of the person requesting service. The water mains will be sized in accordance with the District's needs and future plans. Property owners whose property is immediately adjacent to these main line extensions will pay to connect to these lines if connection is made within 10 years following the completion of construction of the line and if there is capacity in said line. Until the total of such payments, including turnout fees, equals 80.000% of the original construction cost, pay-back will be made in accordance with the following formula: In order to pay the costs as required by the reimbursement agreement, the District may:

- a. Collect from, persons, including public agencies, using such improvements for the benefit of real property not within the subdivision, a reasonable charge for such use as a proportion of the original cost as calculated below:
- b. The original total engineering and construction costs of the improvement (i.e.; utility pipeline, curb and gutter) will have an economic reimbursable life, for purposes of this ordinance, of ten (10) years. The new developer, who will use all or a portion of the existing improvement (0 to 100%) shall reimburse the original developer the money amount calculated by the following equations. There will be no payback after ten (10) years have elapsed.
- c. Payback Base (\$) = $\frac{10 - (\text{Year of Payback} - \text{Year of Improvement}) \times (\text{Construction Cost})}{10 \text{ Years}}$
- d. Prorated Length Usage = $\frac{\text{Length of New User Developer (ft)}}{0.01 \text{ to } 0.99 \text{ divided by Total Old Improvement Length (ft)}}$
- e. Final Payback (\$) = a X b.
- f. The District shall calculate the amount of payback that the new developer will owe the original developer based upon the above formula and collect the money from the new developer before the new developer connects to the main line.

g. The payback amount will be sent to the original developer at the last address on file with the District. If the check is returned because of an incorrect address and the original developer is a corporation the District will check with the Secretary of State for a current address. If the original developer is an individual or if there is no new address for the corporation listed with the Secretary of State, the check will be deposited into the District's treasury and if it is not claimed within three years the District will follow their Escheat Property Policy to place the money into the District's general fund.

3-6-2-7 As-Built Drawings: As a condition of final acceptance by the District three sets of "as-built" drawings shall be provided to the District as more specifically required and provided for in the then current "North of the River Municipal Water District Specifications For Domestic Water Systems". Generally speaking, the "as-builts" shall show the actual locations, identifications and descriptions of all water pipelines, valves and appurtenances and other changes to the construction drawings. Additionally, the as-builts" shall be filed with the District, along with PDF format copies which are enlargeable to 24 inches by 36 inches, including one CD or DVD copy of the final designs of all drawings and designs approved by Kern County and all utilities (i.e. electrical and gas providers) shall

be submitted for the District's use in Auto CAD 2000 (or more current version) format.

3-6-2-8 Pipe Encasement: Where required, water pipes which pass under existing improved streets, roads and public right-of-ways shall be encased as defined by the District or Kern County. In case of conflict, the more stringent standard shall apply as determined by the District at its sole discretion.

3-6-2-9 Water System Construction and Inspection: All construction work performed on the Water System, or on components that will become a part of the Water System, shall be done in accordance with the then current "North of the River Municipal Water District Specifications For Domestic Water Systems". The work shall be done shall be subject to inspection by the General Manager, and/or his representative, and accommodations for said supervision shall be made by the constructing party, including, but not limited to, the requirement that all work be left uncovered and accessible until the District has inspected and approved the work. Notwithstanding the foregoing, the means of construction shall be left to the constructing party and in no event shall the District be held liable for any occurrence which results directly, or indirectly from the District's inspections or the process for said inspections.

SECTION 3

Connection of New Subdivisions

- 3-6-3-1 Extension of Water Service for a New Subdivision:** Any applicant for an extension of water service to serve a new subdivision within the District shall make an application in writing, executed by the owner of such property, on forms prescribed by the District, and shall accompany such application with legal description of the property to be served, a map of such property showing grades, elevation, location of roads, location of streets, alleys and utility easements, together with an orientation of said property with adjoining streets, alleys and utility easements. Additionally, such an applicant shall furnish any additional information that may be requested by the District and shall do the following:
- a. Enter into a contract with the District which shall generally set forth the conditions for District service and the construction of service facilities.
 - b. Pay all applicable fees as generally prescribed in the then current Water Rates Resolution.
 - c. Pay any additional fees and deposits as prescribed by the Board of Directors due to the uniqueness and demands of the new subdivision.

- d. Retain the services of a qualified licensed engineer to prepare plans for such subdivision. The plans must be approved by the General Manager and the engineer for the District. Notwithstanding the foregoing, the District's approval does not demonstrate, or imply, any partnership between the District and any party. Additionally, the District's approval shall not act as a guarantee of constructability and the District shall not be liable for any occurrence which results directly, or indirectly, from the District's approval.
- e. Make a deposit as prescribed by the then current Water Rates Resolution to cover the District's costs, including those related to legal, engineering and inspection. If at the time the plans are submitted by the applicant, the District determines that the actual cost of engineering and inspection will exceed such deposit, an estimate shall be given to the applicant by the District and an additional deposit shall be made by such applicant to cover such additional cost. In the event that the legal, engineering and inspection costs do not consume the entire additional deposit, the balance thereof will be refunded without interest to the applicant. In the event that the legal, engineering and inspection costs exceed the amount so deposited, applicant shall forthwith

deposit a sum sufficient to cover such deficiency.

- f. Applicant shall install at the applicants sole expense, as approved by the engineer for the District, any and all additional water transmission lines, water storage and/or water production facilities required to furnish the proposed subdivision with water service.
- g. If the applicant makes use of facilities theretofore furnished at the expense of another owner, or subdivider, applicant may be required to reimburse such other subdivider a pro-rata share of the cost of such facilities as a condition precedent to approval of such work; and, provided further, that if facilities are required and installed by applicant which may be used by a future applicant for subdivision facilities, applicant may be entitled to reimbursement from such future application on a pro-rata basis. The formula to be used in determining any reimbursement is set forth in Section 2 of Chapter 6 of this Title.
- h. Convey and grant Irrevocable Utility Easements to the District so the District may access, maintain and repair the District's improvements, facilities, water mains, connections and/or storage facilities as determined by the District.
- i. Convey to the District improvements as determined by the

District including but not limited to improvements for water production. If water production is necessary, a subdivider may be required, as a condition to granting the application, to furnish site(s) for well(s), pump(s), tank(s), storage and other facilities and/or rights to water. Additionally, Irrevocable Utility Easements shall be conveyed and granted to the District so the District may access, maintain and repair the improvements.

- j. Upon completion of the plans and specifications for such work the applicant shall forward a copy of same to the General Manager, together with the cost estimate for the installation. The General Manager, upon receipt thereof, shall review said plans and specifications and shall present them to engineer for the District for review and approval. Notwithstanding the foregoing, the District's approval does not demonstrate, or imply, any partnership between the District and any party. Additionally, the District's approval shall not act as a guarantee of constructability and the District shall not be liable for any occurrence which results directly, or indirectly, from the District's approval.
- k. After the plans and specifications for such work have been approved by the General Manager and the engineer for the District, the General Manager shall present the plans and