

## **SECTION 3700. CUSTOMER SERVICE POLICIES**

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**SECTION 3700. CUSTOMER SERVICE POLICIES****§ 3701. General**

This section sets forth the terms and conditions under which the District will provide water service to its customer/users and is subject to change from time to time at the discretion of the Board of Directors. The Board of Directors has the right to interpret the rules and may provide a rule on any point that is not specifically covered herein.

It shall be the policy of the District to endeavor to provide water service without discrimination and in accordance with sound business principles; that rates will be reasonably uniform to all customers within classifications and that water service pricing will be based on actual costs of service to all customers without special rate categories for selected social or economic classes of customers.

These policies are intended to provide guidance to District customers and staff to achieve the common goal of efficient and safe water service.

**§ 3702. Service Conditions**

The District will provide water service if an application for such water service is completed in the manner hereinafter provided. Unless otherwise determined by the Board of Directors, Will Serve letters will sunset if the project fails to commence within three years from the date of issuance.

**§ 3703. Service Area**

The District may only serve land within its boundaries; however the Board of Directors may authorize the sale of surplus water to other entities, through exchange agreements, and under special conditions and rates as set.

**§ 3704. Service Connections and Meters**

A. Installation. The District will meter all water services and apply the rate schedule thereto. Except as otherwise provided by written agreement, the District will furnish and install, at the applicant's expense (and in accordance with Section 2500, *Rates, Fees and Charges*), service connections and meters of such size and at such locations as an applicant requests; provided, however, that the District reserves the right to make the final determination as to the size and location of each service connection and meter. Service connections and meters will be connected to the District's distribution system and shall be contained within the District's (or public) right-of-way or easement.

B. Payment of Connection Fees. Connection fees are paid at the time of application for service. Upon acceptance and approval by the District, the applicant will be authorized to connect into the water system for a period of one year from the date of approval. If the connection is not made within one (1) year, a new application, including fees and charges in effect for the date of that application, is required. Fees and charges previously paid by the applicant will be credited toward the fees and charges due. If the applicant fails to update his/her

application, the status will be revoked and a refund, minus administrative charges, will be issued.

C. Change in Meter Location/Tampering.

1. Meters or service laterals moved for the convenience of the customer/user will be relocated at the customer/user's expense. Meters or service laterals moved for District purposes will be moved at the District's expense. A customer/user requesting relocation will be billed based on actual time and materials necessary to perform the relocation. Reconnection to customers side of meter shall be at customers/users' expense.
2. Meters, meter boxes, and service laterals are District property and are not to be tampered with or relocated by non-District personnel. If in the opinion of the District a meter or service lateral has been affected or altered in any manner, or if the meter or service lateral has been damaged, or in any way defaced, the customer/user will be notified and held responsible for all costs incurred for repairing the damage and/or any costs for relocating the meter or service lateral to a location determined by the District.

D. Change in Meter Size and/or Classification

1. If the District determines that an existing meter needs to be replaced with a meter of a different size, the cost for the change will be the actual cost of the new meter plus the cost of a new service line installation, if any. An increase in meter size may require a larger service line. All costs are at the customer/user's expense.
2. The Capital Facilities Charge for upsizing a meter or for a change in classification in any service connection is the difference between the amount originally received by the District at the time of application and the current rate of the larger size requested. In addition, the customer/user is responsible for payment of any other applicable fees and charges (i.e. San Diego County Water Authority Capacity Fees, etc.).
3. No credit can be given for the downsizing of an existing service; credit will not be given for the meter or related materials.
4. If a customer/user with an existing active meter subdivides the parcel, the customer/user will be eligible to receive credit of the amount actually paid at the time of original application. The credit can only be applied to meter services within the area of the original parcel and cannot be used on other

properties. Meters that have been placed on “In-Active” status for a period exceeding five years are not eligible for credits. Credit will not be given for the meter, service lateral, or related materials.

5. District services are available during posted business hours, except that any service request to be performed for the convenience of the customer that results in overtime for District staff, will be charged an after-hours fee in accordance with Section 2500, *Rates, Fees, and Charges*. For purposes of this policy, requests made after 4:30 pm of business day will be considered after hours. This service is not available for customers that have had their service terminated due to non-payment. These customers must wait until the following business day to restore service if their payment has not been received prior to close of business. No payments will be accepted by personnel performing after-hours emergency services.

E. Ownership. The service connection and meter are the property of the District, and the District reserves the right to repair, replace, and maintain them, as well as to remove them upon discontinuance of service.

F. Maintenance. The service connection, including the meter and meter box, will be repaired and maintained by the District at its expense, except when damage occurs due to the negligence of the customer/user, or of the customer/user's family, guests, invitees, or agents, in which case the customer/user will pay for repairs made by the District. The District is not responsible for the installation or maintenance of valves, regulators, filters, or any water lines, or equipment extending beyond the discharge end of the meter.

G. Obstruction of Meter Boxes. No person will place, dispose, or allow the placement, disposal or deposit of oil, toxic, hazardous, or contaminated liquid or waste, trash, soil, building materials, or other substances, objects, or obstructions in, on, or around meter boxes or other District facilities. No person will allow or permit meter boxes or other District facilities to be obstructed or obscured by trees, shrubs, and plants or in any other manner so as to impede their intended use or access.

Upon notification from the District, the customer/user will have ten (10) days to clean, trim and/or otherwise remove any obstruction(s) that impede the use or access to District meters or services. If such substances, objects or obstructions are not cleaned and removed, the District will accomplish the cleaning and/or removal of any substances or objects at the customer/user's expense. Charges for these services will be included on the customers/user's bill during the next billing cycle.

H. Access to Facilities. By accepting service, the customer/user agrees to grant to the District an irrevocable license to enter onto customer/user's property for purposes of installation, operation, maintenance, reading, repairing,

replacement, or removal of the service, including the meter and meter box. Failure to grant access is sufficient cause for service termination.

**§ 3705. Description of Service**

A. Supply. The District will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to its customer/users and to avoid any shortage or interruption in delivery provided, however, the District cannot, and does not, guarantee the quantity or pressure of the water it provides.

B. Quality. When furnished for human consumption, the District endeavors to meet all water quality standards required for the safe distribution of potable water in accordance with State and Federal guidelines.

C. System Operations Charges. All meter services are subject to a System Operations Charge as outlined in Section 2500, *Rates, Fees, and Charges*.

D. Classes of Service: All services installed by the District will be classified as one of the following user types:

1. Single Residential – A single dwelling, or equivalent, and associated landscape served by one meter

Examples:

- Detached Home
- Single Mobile Home
- All Others (condo, town home, duplex, triplex, planned unit developments that are individually metered)
- Fire – Meter for fire protection of single residential user

2. Multiple Residential – Multiple dwelling units with meter(s) that serve more than one user (not including institutional situations)

Examples:

- Master Metered Apartments
- Master Metered Mobile Homes
- All Others (master metered condo, town home, duplex, triplex, and planned unit developments)
- Fire – Meter for fire protection of a multiple residential dwellings

3. Irrigation – Meters that serve outdoor irrigation purposes with potable water

Examples:

- Uninterruptible Agriculture – Dedicated Use Meter
- Uninterruptible Agriculture – combined Ag/Residential Use Meter
- Interruptible Agriculture – Dedicated Use Meter
- Interruptible Agriculture – Combined Ag/Residential Use Meter

- Landscape
4. Single Commercial – Users that provide/distribute a service and/or product (or other places of commerce) with a single meter serving a single user

Examples:

- Offices
  - Services
  - Restaurant
  - Hotel/Motel/Inn
  - Construction Site
  - Gas Station
  - Laundry
  - Car Wash
  - RV Park
  - Health Club/Gym
  - Retail
  - Auto Repair
  - Chemical Storage
  - Concrete Mixing Plant
  - Ambulance Service
  - Paint & Body Repair Shops
  - Ocean Vessel Testing Facility
  - Radiator Repair/Sales Shop
  - Other
  - Fire – Meter for fire protection of a single commercial establishment
5. Multi-Commercial – Users that provide/distribute a service and/or product (or other places of commerce) with meter(s) that serve more than one user

Examples:

- Offices
  - Services
  - Retail
  - Mixed Business Park/Strip Mall
  - Other
  - Fire – Meter for fire protection of a multi-commercial establishment
6. Industrial – Users that manufacture or process materials and/or products (as defined in SIC Codes 2000-3999)

Examples:

- Manufacturing Facility

- Processing Facility
- All Other
- Fire – Meter for fire protection of a industrial establishment

7. Institution – Users dedicated to public service (regardless of owner)

Examples:

- Hospital/Medical Care Facilities
- Churches
- Public Schools
- Government
- City
- Special Districts
- Specialty Care Facilities
- Other Non-profits
- Fire – Meter for fire protection of an institutional establishment

8. Recycled – Users as approved by the District, for specific recycled water use at specific locations, as mandated by the State regulations

Examples:

- Landscaping Irrigation
- Specific Commercial/Industrial Uses
- Fire

**§ 3706. Application Procedure**

A. Requirements. Applications for water service or installation of a water meter may require signature by the customer/user of the property to be served as determined by the General Manager or designee. Applicants are responsible for payment of all rates, fees, and charges, and must comply with the District's Rules and Regulations. A non-refundable account setup fee will be billed whenever a customer/user establishes, transfers, or reactivates service as outlined in Section 2500, *Rates, Fees and Charges*. Applicants must provide all information necessary to make a determination regarding service requirements or credit worthiness. Applications for service, excluding new service connections, shall be made a minimum of one business day in advance of desired activation date. The applicant starting service will be responsible for the restore service charge, and any applicable after-hours charges, as outlined in Section 2500, *Rates, Fees and Charges*.

B. Service Previously Rendered to Applicant. Service will not be provided unless payment in full has been made for service previously rendered to the applicant by the District and all applicable connection, capital facilities and installation charges and fees, deposits, fines, and penalties have been paid in full.

C. Restrictions. Water service is restricted to the premises and/or parcels reflected on the application. A new, separate application for service and water meter is required for any parcel split off of the original parcel.

D. Water Use Without District Application. A person taking possession of a premise and using water without having made application for water service will, in addition to applicable fines outlined in Section 2500, *Rates, Fees and Charges*, be held liable for the cost of water delivered from the date of the last recorded meter reading. If the meter is found to be inoperative, the quantity consumed will be estimated based on an average of the prior two years usage for the corresponding time period. If less than two years of information is available, then a comparison using other customer/users receiving the same class of service during the same period of time will be used to estimate the bill.

E. Individual Liability for Joint Service. Two or more parties who make application for a single service will be jointly and severally liable for the expenses incurred in connection with such service and may be sent periodic bills upon written request and approval of both parties.

F. Changes in Customer/Users' Equipment or Usage of Water on Premises. Customer/users anticipating material changes in the size, character, or extent of the equipment or operations using water service, or where the change in operations may result in a substantial increase in the use of water, must give the District advanced written notice of the nature of the change. The terms "material changes" and "substantial increase" are deemed to mean that point at which a larger meter, capacity, and or additional facilities are required at the discretion of the District. Additionally, a customer/user anticipating changes must have prior approval from the District. Failure to do so may result in termination of water service. Upon such notification or discovery, and verification by the District of changed equipment or usage, the District may change conditions of water service including, but not limited to, water type/source, service line size, meter size, cross connection control equipment, and billing frequency. In the event that an increase in water use has resulted in failure of metering equipment, the District, in addition to installing the appropriate size meter, will estimate the water used based on an average of the prior two years usage for the corresponding time period. If less than two years of information is available, then a comparison with the use of other customer/users receiving the same class of service during the same time will be used to estimate the bill. All costs associated with equipment or change in water use or service will be borne by the customer/user as per other applicable provisions of this Administrative Code.

#### **§ 3707. Special Contracts**

Contracts, other than applications, may be required prior to service under the following conditions:

A. When required by provisions contained in Section 2500, *Rates, Fees, and Charges*. The duration of the term will be specified in the contract.

B. When construction of a permanent main line extension is necessary

- C. For temporary service
- D. For connections with other qualified utilities
- E. For standby service or fire service
- F. Exchange agreements
- G. As approved by the Board of Directors

**§ 3708. Resale of Water, Delivery to Other Premises Prohibited**

No customer/user will resell any of the water received by the customer/user from the District, nor will such water be delivered to premises and/or parcels other than those specified in the customer/user's application for service and as specified by California Government Code.

**§ 3709. Security Deposits**

A. Authority. The Board of Directors hereby grants to the General Manager the authority to require security deposits on new, existing, or re-established accounts where appropriate under the circumstances set forth below. The amount of the deposit may be determined by reference to Section 2500, *Rates, Fees, and Charges*.

B. Upon application for new service, a deposit will be required if the applicant does not provide sufficient information to enable the District to determine the applicant's credit worthiness.

C. Residential. Deposits may be collected from residential customer/users as necessary, if any of the following events occur:

1. The customer/user cannot provide a satisfactory payment history from a comparable utility when making application. A satisfactory payment history is defined as the following:
  - a) No more than one delinquent charge in a 12-month period
  - b) No returned payment charges
  - c) No disconnections for non-payment
  - d) No bankruptcies or liens filed
2. If a new customer/user does not have a prior utility billing history with the District or other utility, a current satisfactory credit report supplied by the customer/user may be used to determine credit worthiness. One way for a customer to be deemed not credit worthy would be if the report contains any one of the following items: foreclosure, bankruptcy, lien, or judgment.
3. The customer/user had previous service with the District and has incurred any of the following:

- a) More than one delinquent charge in a 12-month period
  - b) More than one lock-off (48-hour Notice) charge in a 12-month period
  - c) Service has been discontinued for non-payment
  - d) One or more returned payment charges
  - e) Prior bad debt write-off
  - f) District initiated property lien
4. Deposits may be collected on active accounts if any of the following events occur:
- a) More than one 48-hour lock-off notification charge in a 12-month period
  - b) Service has been discontinued for non-payment
  - c) More than one returned payment in a 12-month period
  - d) Customer/user filed bankruptcy and reapplied for service
5. The deposit may be re-evaluated and increased on an existing active account if:
- a) More than one 48-hour lock-off notification charge in a 12-month period
  - b) Service has been discontinued for non-payment
  - c) More than one returned payment in a 12-month period
  - d) Upon investigation the lock/tag has been cut, District equipment damaged, or water used without authorization
  - e) Customer/user is not in compliance with any/all District *Rules and Regulations*
6. The deposit will be refunded in full to the customer/user 24 months from the date of the last deposit payment, provided the customer/user has established and maintained a satisfactory payment record based on the following criteria:
- a) One delinquent charge allowed on the account per 12-month period
  - b) No 48-hour lock-off notices
  - c) Service has not been discontinued for non-payment
  - d) No returned payments

- e) No bankruptcies or liens filed
- f) No current payment arrangements or amortizations

**D. Non-Residential Deposit Guidelines**

1. The District will collect a deposit on all new applications as set forth in Section 2500, *Rates, Fees & Charges*. The deposit will be held until account is closed, and may be re-evaluated and increased on an existing active account if:
  - a) More than one lock-off (48-hour notice) charge in a 12-month period
  - b) Service has been discontinued for non-payment
  - c) More than one returned payment in a 12-month period
  - d) Customer/user cuts lock/tag, damages District equipment, or uses water without authorization
  - e) Customer/user has filed bankruptcy and/or lien placed, and has reapplied for service
  - f) Customer/user is not in compliance with the District's rules and regulations

**E. Refund of Deposit**

Upon termination of service, the amount of deposit will first be applied to any outstanding amount due to the District by the applicant, and the balance will be refunded to the customer/user.

**§ 3710. Notices**

- A. Notices to Customer/Users. Notices to a customer/user will normally be given in writing, and either delivered or mailed to the customer/user at the customer/user's current address on file. Where conditions warrant or in emergencies, the District may resort to notification by any practical means available, including by mail, phone calls, text message, e-mails, or door hangers.
1. It is the customer's/user's responsibility to ensure that the District has current contact information on file.
  2. Delinquent notices will be sent to the customer/user of record. In the event the customer/user of record has a mailing address that is different from the address of the property receiving service, a copy of the delinquent notice will be sent to the service address.
  3. If a tenant is the customer/user of record, the District reserves the right to send copies of bills and other notices to the owner of the property.

B. Notices from Customer/Users. All notices from customer/users to the District, except those related to initiation or discontinuance of water service, will be given by the customer/user on account or their authorized representative orally at the District office or in writing by mail or in person to an authorized District representative.

**§ 3711. Billing of Water Accounts**

A. Meter Reading and Billing. Meters are read at regular intervals, or as required for the preparation of opening bills, closing bills, and special bills. Bills will be issued on a periodic basis to the mailing address for the customer of record. Reference to one month's service in the rate schedules refers to the billing period and does not necessarily correlate to a calendar month. The District reserves the right to read meters and present bills for longer or shorter periods.

B. Opening and Closing Bills. If the period of water service is less than one month, the System Operations Charge, and any other applicable charges, will be prorated for the actual days of service.

C. Issuance of Statements. Statement for water service and other charges will be mailed or presented as soon as practical after the water meter has been read and the applicable charges have been determined.

D. Due Date. Each statement issued by the District for such charges shall be due and payable on the date of mailing or other presentment to the customers.

E. Final Payment Date. All charges in each statement must be paid on or before the final payment date shown on the statement, which shall be at least 21 calendar days following the date of mailing or presentment of the statement.

**§ 3712. Payment of Bills**

A. Methods of Payment. Bills are due and payable upon receipt. Payment may be made at the District's office, through the mail, phone, online, or through automatic payment methods. The District will accept cash, check (made payable to "Rincon Water"), money orders, direct pay, and authorized debit or credit cards. The customer/user is responsible to ensure that the District receives payment in a timely manner. Acceptance of partial payments in the past shall not preclude the District's right to require full payment upon demand in the future. The District reserves the right to charge convenience fees as outlined in Section 2500, *Rates, Fees and Charges*. Direct payment from customer/user's checking/savings account will not be accepted if the account has one or more returned payments within the last 12-month period.

Payments sent with the associated coupon from the bill will be processed the day they are received. Payments received without a coupon may result in additional processing time, and the payment is not considered paid until it has been completely processed. The District reserves the right to return payments received without a coupon.

B. Closing Bills. When water service is terminated, bills are due and payable upon receipt.

C. Responsible Parties. All costs associated with services provided will be the responsibility, jointly and severally, of all customer/user(s) of record.

D. Change of Ownership. No change of ownership or type of occupancy will affect the application of this Administrative Code with respect to collection of charges, water rates, deposits, or water service.

E. Unpaid Prior Account Balances. All outstanding balances owed to the District by the customer/user, including but not limited to reconnection charges, delinquent charges, fines, penalties, and deposits, if applicable, will be paid prior to water service being served or restored.

F. Returned Payments. If a payment has been made and returned by the financial institution, a returned item processing fee will be applied, as outlined in Section 2500, *Rates, Fees and Charges*. The bill, returned item fee, and all outstanding charges will be evaluated as if no payment had been made, to determine if a delinquent fee should be applied, or service discontinued. A deposit may be required before restoration of service.

The District reserves the right to establish the means or form of payment (cash, money order, bank cashier's check, credit card, etc.) from any customer/user who has previously tendered a dishonored check or gives indication that funds are not sufficient to cover any check tendered.

If a residential customer/user issues a payment to avoid water service termination and that payment is later returned by the financial institution, the District may terminate service upon giving a 48-hour notice to the customer/user.

G. Delinquent Bills. Bills not paid within twenty-one days after mailing are considered delinquent and will incur applicable delinquent charges as outlined in Section 2500, *Rates, Fees & Charges*. The District may initiate procedures to terminate service at any time thereafter; additional administrative charges may be applied.

H. Upon Vacating Premises. Customer/users discontinuing water service must notify the District prior to vacating the premises. Unless discontinuance of service is requested, the customer/user will be held liable for all charges whether or not any water is used.

I. Delinquent Charge Removal. Charges for delinquencies may be removed from a customer/user's account only once in a 12-month period, provided the account is otherwise considered in good standing.

### **§ 3713. Delinquency and Discontinuation of Residential Water Service**

This section has been revised to adhere to laws regarding discontinuation of water service for residential customers due to non-payment of their water bill as set forth by Government Code § 60370 et seq. and Health & Safety Code § 116900 et seq. (California Senate Bill 998-Shutoff Protection Act).

A. Delinquent Accounts. Water service charges are payable to the District every month. All bills for water service are due and payable twenty-one (21) calendar days after the bill date. Any bills not paid within such period are considered delinquent and will incur a 10% penalty. Once the bill is received, payment arrangements may be requested up until the time of discontinuation 82 days or more after the bill was issued.

B. Delinquent/Discontinuation Actions. After an account becomes delinquent, the following will occur:

1. At 70 days after the bill date, a late notice is mailed to the customer of record (a landlord copy is also mailed out). This late notice will indicate that the District intends to discontinue water service for nonpayment if not paid 12 days later. The issuing of a red notice incurs fee as outlined in Section 2500, Rates, Fees and Charges.
2. On the 76th day after the bill date, an automated phone call is sent to the phone number(s) on file informing the customer that their account is in a delinquent status and must pay the day prior to the lockoff date.
3. If the District is unable to make contact with the customer by mail or phone, an urgent notice will be posted at the property on the 78th day after the bill date with a copy of this Policy.
4. At 83 days after the bill date, the District will discontinue water service for non-payment. Discontinuation of water service for non-payment incurs a fee as outlined in Section 2500, Rates, Fees and Charges.

C. Exceptions to Discontinuation of Water Service. Under the following circumstances, water service will not be discontinued:

1. A customer may carry a maximum balance of fifteen dollars (\$15.00) to the next water bill with no penalties or late fees.
2. The District will not discontinue service while a bill is under a District-approved payment arrangement, and the customer remains in compliance with the approved payment arrangement.
3. During a pending investigation by the District of a customer/user Bill Dispute.
4. The customer, or a tenant of the customer, submits certification from a primary care provider that discontinuation

of water service would be life threatening or pose a serious threat to the health and safety of a resident of the premises.

5. The customer is financially unable to pay within a normal billing cycle. This can be shown by either:

i. Demonstrating that someone in the household is a recipient of one of the following programs:

1. CalWorks
2. CalFresh general assistance
3. Medi-Cal
4. Supplemental Security Income/State Supplementary Payment Program
5. California Special Supplemental Nutrition Program for Women, Infants and Children

ii. Declaring under penalty of perjury that household income is less than 200% of the federal poverty level

In order to avoid discontinuation of service under this section, the customer is responsible for demonstrating that the appropriate conditions have been met and must be willing to enter into a payment arrangement for the delinquent charges as outlined in Section 3715.

D. Master Meter Residential Accounts. Whenever the District furnishes residential water through a master meter, the District will make a good faith effort to inform the actual users of the services when the account is delinquent, and service is scheduled for termination. Notice will be provided at the time of the late notice (70 days after the bill date) and will inform said users of the right to become the customer/user without being required to pay the amount due on the delinquent account. Notice will either be left in the form of door hangers to individual dwellings on the property or will be posted in a conspicuous place, such as a clubhouse or management office at the property. If one or more actual users are willing and financially able to assume responsibility for the entire account to the satisfaction of the District, the user(s) will be allowed to temporarily become the customer of record on the account in order to avoid discontinuation of service. For master meter accounts, at such time that the owner or property manager brings their account current, they will again become the customer of record.

E. Non-Residential Accounts. Non-residential customer/users failing to pay a bill on time are subject to termination of service immediately following the due date unless other payment arrangements have been made prior to the due date.

F. Conditions for Restoration of Service. Restoration of service will be made upon payment of all delinquencies, deposits, regular bills, administrative

fees, damages to locks, meters, AMI radios, and meter boxes. Restoration of water service for non-payment incurs a fee as outlined in Section 2500, Rates, Fees and Charges. Restoration of service on delinquent accounts may only be performed during posted business hours.

G. Wrongful Termination. Any service wrongfully terminated by the District will be restored without charge.

H. District Remedies. After a bill has been delinquent for more than twenty-one days, the District is authorized to do any one or more of the following:

1. Place delinquency on the property tax roll as authorized by California Water Code Section 72100.
2. Sign a complaint, file suit, prosecute to judgment, and enforce collection of the charges against the customer/user.
3. Place a lien against the property as authorized by California Water Code Section 72102.
4. Withhold any District services to the customer/user provided, however, termination of water service will only be affected in accordance with the foregoing provisions.
5. Take any other action the General Manager deems appropriate to protect the interests of the District.

#### **§ 3714. Disputed Bills**

A. Disputing a Bill. A customer/user may formally initiate a dispute or request an investigation relating to a water bill. The dispute must be presented to the District in writing via a Bill Dispute Form and must be received within 14 days after the bill date. The dispute must clearly state the reason for the dispute and must be related to perceived inaccuracies related to the calculated charges or consumption stated on the water bill. Billing dispute forms are available on the Districts website or may be obtained by contacting customer service. The District may, in its sole discretion, review untimely disputes or requests for investigation; however, such complaints or requests are not subject to appeal. While under review, the account will incur no late fees or penalties until the review is completed.

Properly filed disputes will be reviewed by the Director of Administration & Finance. After review and investigation, the customer will be notified in writing of the ruling on the dispute. If no inaccuracies are found, the customer will be expected to make payment on the water bill as presented. If the review results in a modification to the water bill, the customer will be notified of the modification and provided revised information for payment.

B. Appeal of Dispute Ruling. If the customer feels the ruling of the Director of Administration & Finance is adverse, the customer may appeal within ten days of the initial ruling to the General Manager. The General Manager will provide a final administrative review and consideration of all issues, investigations

and requests made in accordance with District policies, and the General Manager determination will be the final administrative ruling.

If the customer disagrees with the final administrative ruling by the General Manager, the customer may make a final appeal to the Board of Directors by notifying the General Manager within ten days of the General Manager ruling. Upon receiving the notice of appeal, the General Manager will set the matter to be heard at an upcoming Board meeting and notify the customer of the date and time that their appeal may be heard before the Board. The decision of the Board shall be final. The District will not discontinue water service while an appeal is pending.

### **§ 3715. Payment Arrangements**

A. Eligibility. Prior to the 82nd day after the bill date, customer/user may request a payment arrangement for an outstanding balance. A customer facing discontinuation of service for delinquency may also request a payment arrangement to avoid discontinuation of service if they meet the requirements for exceptions to discontinuation of service as outlined in Section 3713, Sub-Section C.

B. Terms. Customers must agree to meet the payments terms of the payment arrangement and that all subsequent bills must be kept current while the payment arrangement is in effect. If a customer defaults on a District-approved payment arrangement or fails to pay subsequent water bills while the payment arrangement is in effect, the customer's account will become delinquent and immediately trigger the delinquent procedures under Section 3713.

Payment arrangements on outstanding water bill may be considered on residential accounts only. Residential customers/users may be permitted a payment arrangement on one bill for a maximum not-to-exceed repayment period of 12-months, broken into monthly installments.

The District will not terminate service as long as the customer/user maintains the account in good standing during the term of the payment arrangement. Furthermore, the delinquent amount under the payment arrangement will not incur additional fees or penalties while the payment arrangement is in good standing.

If a residential customer/user fails to adhere to the terms of the payment arrangements, the customer's account will become delinquent and immediately trigger the delinquent procedures under Section 3713.

### **§ 3716. Customer of Record**

A. Types of Customer/Users. The District will allow property owners, landlords, property managers, or tenants (occupants) to become the customer/user of record for an account.

B. Owner Responsibility. Per California Water Code Section 72102, charges for water service ultimately stay with the property and are ultimately the responsibility of the property owner. The District will make every effort to collect from the actual customer, tenant or occupant if not the owner, however the District

reserves the right to require the owner to pay for charges associated with their property, ultimately through liens or levy's on the tax roll if necessary.

C. Tenant/Occupant Right to Become Customer. This section only applies when a property owner, landlord, or property manager of a residential service address is listed as the customer of record and has been issued a notice of intent (late notice) to discontinue water service for non-payment.

1. The District will make service available and allow the actual residential tenants/occupants of a property to become the customer of record, in order to avoid discontinuation of service due to the delinquency of a property owner, landlord, or property manager. To do so, each tenant/occupant must agree to the terms and conditions of service, including deposit requirements.
2. If one or more occupants are willing to assume responsibility for subsequent charges to the account to that satisfaction of the District, or if there is a physical means, legally available to the District, of selectively discontinuing service to occupants who have not met the requirements of the District's rules and regulations, the District shall make service available only to occupants who have met those requirements.
3. To be eligible to become a customer, the tenant/occupant shall verify that the customer of record on the delinquent account is or was the property owner, landlord, or property manager of the dwelling. Verification may include, but is not limited to, a lease, rental agreement, rent receipts, a government document indicating the occupant is renting the property, or information disclosed pursuant to section 1962 of the Civil Code, at the discretion of the District.
4. If eligible and willing to agree to the terms and conditions of service, the tenant/occupant may become the customer of record for the property, without being required to pay the delinquent amount incurred by the property owner, landlord, or property manager.
5. If the tenant/occupant is unable to verify proof of tenancy or residency at the property or is unwilling to agree to the terms and conditions of service, the District reserves the right to refuse service to the tenant/occupant.

**§ 3717. Discontinuance of Service for Other Than Delinquency**

A. Unsafe Apparatus.

1. The District may refuse to serve water and may discontinue service to any premises where apparatus or equipment using

water is dangerous, unsafe, or not in compliance with the Districts Rules and Regulations or with law.

2. The District does not assume liability for inspecting apparatus or equipment on the customer/user's property. The District does reserve the right of inspection, however, if there is reason to believe that unsafe apparatus or equipment is in use.

B. Service Detrimental to Others. The District may refuse to furnish water to any premises where excessive demand by one customer/user is or may be detrimental to the service furnished to other customer/users or will result in inadequate service to others.

C. Fraud or Abuse. The District has the right to refuse or discontinue water service to any premises to safeguard against fraud, abuse, or unauthorized use of water or facilities.

D. Non-Compliance. The District may discontinue water service to a customer/user for noncompliance with the District's Administrative Code if a customer/user fails to comply within five business days after receiving written notice. If such noncompliance affects matters of public health and/or safety, and conditions warrant, the District may discontinue water service immediately and without notice.

E. Customer/Users Request for Service Discontinuance. A customer/user may request that water service be discontinued by notifying the District. Service will be discontinued within a 48-hour time period excluding weekends and holidays. If notice is not given, the customer/user will be required to pay for water service to the premises until such notice is given.

F. Restoration-Reconnection Charges. The District will charge a fee for restoring water service that has been discontinued because of noncompliance with the Administrative Code as outlined in Section 2500, *Rates, Fees, and Charges*.

### **§ 3718. Meter Error**

A. Meter Certification.

1. All meters installed by the District have been test certified by the manufacturer and rated as prescribed by the American Water Works Association (AWWA). Meter efficiency tests are conducted under test conditions as prescribed by AWWA.
2. Meter Test.
  - a. A customer/user may, by giving the District at least ten days written notice, request the District to test the meter serving the customer/users premises.
  - b. The District will require the customer/user to place a cash deposit to cover the cost of the test.

- c. Any such deposit will be returned, and the meter will be replaced if the meter does not conform to AWWA Standards. The deposit will be applied by the District to cover the cost of the test if the meter does conform to AWWA Standards.
- d. A customer/user or designee has the right to observe the test when performed.
- e. A written report giving the results of the test will be available to the customer/user within ten days after the District has received the results.

B. Adjustment of Bills for Meter Error.

1. Fast Meters. When, after testing, a meter is found to be registering above AWWA Standards, the District will refund to the customer/user the full amount of the overcharge, based on corrected meter readings for the period, not exceeding four months, that the meter was in use.
2. Slow Meters. When, after testing, the meter is found to be registering below AWWA Standards, the District may bill the customer/user for the amount of the undercharge, based on corrected meter readings for the period, not exceeding four months, that the meter was in use.
3. Non-Registering Meters. The District may bill the customer/user for water delivered to the customer/user while the meter was not registering. The bill will be estimated based on an average of the prior two years usage for the corresponding time period. If less than two years of information is available, then a comparison with the use of other customer/users receiving the same class of service during the same period of time will be used to estimate the bill.

**§ 3719. Customer/User Account Information.**

The names, addresses, and records of the District's customer/users and taxpayers are not available to the public, except to the extent required by law. No mailing list compiled from the records of the District will be made available to the public by any of the District's officers or employees. Disclosure of specific account information is made in accordance with customer consent or in the absence of customer consent, disclosure may occur pursuant to a court order, or if the disclosure is otherwise in accordance with federal or state law. The District may make customer records available to third party agencies on a regular basis in connection with the establishment and management of customer accounts, or in the event such accounts are delinquent.

It is the responsibility of the customer/user to provide the District with accurate, up-to-date contact information.

**§ 3720. Leak Credit.**

The District may provide a one-time leak credit for a customer/user who has experienced a leak and provided proof that the leak was repaired. The leak credit is available “once only” and will be calculated by bringing the water rate for no more than two billing periods down to the lowest tier. The District accepts no responsibility for notifying a customer of a possible leak.