

ORDINANCE NO. 87

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE TWENTYNINE PALMS WATER DISTRICT SETTING FORTH RULES AND REGULATIONS FOR THE PROVISION OF RETAIL WATER SERVICE AND FOR PROVIDING OTHER DISTRICT SERVICES AND AMENDING ORDINANCE 78

WHEREAS, the Board of Directors of the Twentynine Palms Water District has heretofore adopted Ordinance Nos. 60, 60A and 78, Rules and Regulations for the Providing of Water Service and establishing various fees connected with such service and that said Rules and Regulations need to be amended in their entirety as set forth in this Ordinance; and

WHEREAS, the Board has determined it to be in the best interests of the inhabitants, landowners and water consumers of the District that the following amended Rules and Regulations be adopted.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the Twentynine Palms Water District as follows:

SECTION 1. GENERAL

The purpose of these Rules and Regulations is to set forth the terms and conditions under which the District will provide water service to its customers. These Rules and Regulations are subject to change from time to time at the discretion of the Board. The General Manager has the authority to enforce and interpret these Rules and Regulations subject to the policies and direction provided by the Board.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 2. DEFINITION OF TERMS

- A. Applicant
A person who applies for a service or other benefit of the District, such as water service or annexation, or who enters into an agreement with the District for any such service.
- B. Application
A written request received by the District for a service or other benefit of the District.
- C. Board
The Board of Directors of the District.
- D. Business Service
Provision of water to premises where the customer is engaged in trade.
- E. Construction Service

A metered service for construction work or other uses that, because of the nature of such use, will not be used steadily or permanently.

F. Customer

A person receiving, or entitled to receive, water service from the District as shown in the District's records.

G. District

The Twentynine Palms Water District.

H. District's Distribution System

The system of water transmission and distribution pipelines, pumping stations, pressure regulating stations, storage facilities, fire hydrants, and all appurtenances thereto, which are owned, operated, and maintained by the District.

I. Domestic Service

Provision of water for residential purposes, including sanitation, bathing, and related purposes.

J. Easement

Lands and rights or interests in lands whereon water development projects are located, including lands for access roads to such projects.

K. Fire Protection Service

Provision of water to premises for fire protection purposes.

L. Industrial Service

Provision of water to premises where the customer uses water to manufacture or process a product.

M. Manager

The General Manager of the District.

N. Municipal or Public Use

Provisions of water to a municipality or other public body.

O. Person

An individual, firm, partnership, corporation, unincorporated association, trust, estate, governmental entity, or the like, or an agent thereof.

P. Premises

The integral property or area, including improvements thereon, to which water service is or will be provided.

Q. Presentation

The mailing or personal delivery of a written water bill or notice to a customer.

R. Rate Schedules

The entire body of effective rates and charges set from time to time by the Board and the Rules and Regulations as set forth herein.

S. Ready-to-Serve Charge

A service charge to maintain the capability of providing water service.

SECTION 3. SERVICE AREA

Except as otherwise provided by law the District may only serve land lying within the boundaries of the District.

SECTION 4. DESCRIPTION OF SERVICE

A. Water System

The District will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses. This shall include all parts of the enterprise, all appurtenances to it, lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

B. Supply

The District will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to its customers and to avoid any shortage or interruption in delivery. However, the District cannot, and does not, guarantee the quantity or pressure of the water it provides and shall not be liable for damage resulting from same.

C. Quality

When furnished for human consumption, the District will endeavor to supply safe and potable water at all times. However, the District cannot, and does not, guarantee the quality of the water it provides.

D. Pressure Conditions

All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection. All applicants shall hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

E. Class of Service

All services installed by the District will be classified as follows:

1. Domestic
2. Business
3. Industrial
4. Municipal or Public Use
5. Fire Protection

6. Construction

F. Types of Service

The types of service available from the District are metered and metered construction.

SECTION 5. APPLICATION FOR SERVICE

A. Fees for Service

1. Application Fee

An application fee shall be charged at the time application is made to the District for service and said amount shall be set from time to time by the Board. Said fee shall cover the administrative costs of developing meter records for the new service.

2. Opening Fee

An opening fee shall be charged at the time application is made and shall be set from time to time by the Board. Said fee is to cover the administrative costs of connecting service and processing the application.

3. After Hours Connection Fee

An after hours connection fee shall be charged and shall be set from time to time by the Board. This fee must be paid at the time of application if the applicant wishes to commence water service after 2:00 p.m. Monday through Friday.

B. Application

Upon paying the established opening fee, and any other applicable fees and charges, each applicant for water service will be required to sign a form provided by the District, setting forth:

1. The date and place of application.
2. The location of the premises to be served, including a legal description.
3. The size of service.
4. An agreement to abide by all of the Rules and Regulations of the District.
5. Whether the applicant is an owner, tenant or agent for the premises.
6. Such other information as the District may reasonably request.

C. The application does not bind the applicant to take service for any period of time longer than the one upon which rates and service charges of the rate schedule are based, nor does it bind the District to give service, except under conditions set by the District. The application will not be honored until payment in full has been made for any outstanding balance owed by the applicant for prior water service rendered to the applicant by the District. Such application will signify the customer's

willingness and intention to comply with this and other ordinances, resolutions or regulations relating to water service, and to make payment for water service.

D. Water service secured by application shall be restricted to the parcel reflected in the legal description on the application form as follows:

1. **Separate Building:** Each house or building under separate ownership must be provided with a separate service connection. Two or more houses under one ownership and on the same lot or parcel of land may be supplied through the same service connection; however, an additional minimum may be applied to the single meter serving said houses or a separate service connection may be provided for each building. The Board reserves the right to limit the number of houses or the area of land under one ownership to be supplied by one service connection.
2. **Single Connection:** Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.
3. **Different Owners:** A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.
4. **Divided Property:** When property provided with a service connection is divided, the service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

E. Individual Liability for Joint Service

Two or more parties who join to make application for service shall be jointly and individually liable for the expenses incurred in connection with such service. A single periodic bill will be sent to the individual designated on the application.

F. Changes in Customer's Equipment or Usage of Water on Premises

Customers making any material change in the size, character, extent of the equipment or operations utilizing water service or whose change in operations results in a substantial increase in the use of water, shall immediately give the District written notice of the nature of the change and, if determined by the District to be necessary, amend the application. 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, service line size, meter size, cross connection control equipment, billing frequency. Any costs associated with the change in water use shall be borne by the customer as per other applicable provisions of these Rules and Regulations.

G. Water Used Without Regular Application Being Made

A person taking possession of premises and using water from an active service connection without having made application to the District for water service shall be held liable for the 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. If proper application for water service is not made by said person in a timely manner,

and/or if accumulated bills for service are not paid immediately, the service may be discontinued and/or the meter removed by the District without further notice. If meter is removed, charges to reconnect the service will include time and material charges.

SECTION 6. DEPOSITS FOR SERVICE

The District shall collect from applicants for new residential and non-residential water service connections a deposit equal to 1/6th of the District-wide average annual billing for all same sized meters receiving water service.

Implementation of procedures for this deposit requirement shall include the following:

- A. For residential accounts only, excluding "master metered apartment buildings," the deposit shall be waived for creditworthy new customers of the District;
- B. New water application fees and charges shall be augmented by the full District costs of a credit check, if "creditworthiness" (for residential customers) is not established by existing District internal records or by prior utility (water, power, gas) letters affirming creditworthiness;
- C. "New water service connections" shall be deemed to include re-establishment of service by an existing District customer following prior termination of service for non-payment of District water rates and charges;
- D. Deposits shall be retained by the District for two (2) years, and thereafter shall be directly refunded.
- E. Deposits shall not bear interest.

SECTION 7. SPECIAL INFORMATION REQUIRED

A. Application Contracts

Each application for water service shall contain the following provision: "By signing this application, the applicant agrees to observe any District regulations now or hereafter adopted related to the water service and to pay water bills promptly. Furthermore, as a tenant (if applicable), I understand that the property owner is entitled to inquire as to the status of my account at any time."

B. Customer's Bills

The regulations on discontinuance and restoration of service will be printed in substance on each bill for water service rendered by the District to its customers.

SECTION 8. NOTICES

A. Notices to Customers

Notices from the District to a customer will normally be given in writing and either delivered or mailed to the customer at the customer's last known address. Where conditions warrant, or in emergencies, the District may resort to notification by any practical means available. Notices shall be given in accordance with the applicable law.

B. Notice from Customers

Notices from the customer to the District, except those related to initiation of new water service, may be given by the customer or the customer's authorized representative verbally or in writing (1) at the District's office; (2) to an employee of the District; or (3) to an agent authorized by the District to receive notices or complaints.

SECTION 9. SERVICE INSTALLATIONS AND METERS

A. Service Installations and Meters

The District will furnish and install a service and meter of such size and at such location as the applicant requests, provided such requests are reasonable. However, the District reserves the right for final selection of size, type and location of any service. The service will be installed from its distribution main to the curb line or property line of the premises which may abut the street or thoroughfare, District right-of-way or easement. Only duly authorized employees or agents of the District will be permitted to install a service connection from the District's main to the customer's premises. Agents shall possess a current and valid State of California Contractor's License Class B or C-34 or any other license classification required by law.

1. New Service Installation Charges

Charges for new service installations may be set from time to time by the Board of Directors and shall be payable in advance of construction.

The charges are for a disc type meter connected to a water main, which shall be based on time and materials. Any other type of meter required or requested, backflow preventer, pressure reducer or any special equipment will be payable in advance at District's costs.

Service installations larger than 2" will be charged on a time and material basis with a deposit required based on the District's estimated costs.

2. State Highway Road Crossing Deposits and Charges

The fee for crossing any major State highway or thoroughfare will be charged at District costs.

3. New Meter on Existing Service Charges

A New Service Installation Charge shall be charged for the installation of a meter on existing service outlets.

B. Change in Location

1. Meters or services moved for the convenience of the customer will be relocated at the customer's expense. A customer requesting relocation will be required to make a deposit equal to 75% of the prevailing cost for a new meter service of the same size. Should the actual cost exceed the

amount of the deposit, the applicant will pay this amount to the District upon notification. Should the actual cost be less than the deposit, the difference will be refunded to the applicant.

2. Meters or services moved to protect the District's property will be moved at the District's expense.

C. Change in Size

1. The cost to decrease the size of a meter on an existing service shall be the cost of the smaller meter plus the cost of time and additional materials in order to replace the existing meter with a smaller meter.
2. An increase in meter size requiring a larger service connection shall require a charge for the changed service connection at the prevailing rate for new service connections of that size and the difference between the Facility Fee of the new meter size compared to the old meter size.

D. 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 remove them upon discontinuance of service. The District shall own and maintain pipes and fixtures up to and including the customer valve and check valve. All pipes and fixtures beyond the check valve shall be owned and maintained by the property owner.

E. Number of Services Per Premises

The applicant may apply for as many services as may be reasonably required for the premises, provided that the pipeline system for each service be independent of the others and that they not be interconnected.

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, OR THE CUSTOMER'S FAMILY, GUESTS, INVITEES OR AGENTS, in which case the customer shall pay for repairs made by the District. The District is not responsible for the installation or maintenance of water lines extending beyond the discharge end of the service connection.

SECTION 10. WATER BILLING CHARGES

A. Ready to Serve/Service Charge

Monthly or bi-monthly ready to serve/service charge shall be charged for active accounts and may be set from time to time by the Board.

B. Quantity/Commodity Charge

1. Potable water delivered through the distribution system will be charged an

established rate for 100 cubic feet as the Quantity/Commodity Charge. This rate may be set from time to time by the Board.

2. Non-potable water supplied will be charged an established rate for 100 cubic feet as the Quantity/Commodity Charge. This rate may be set from time to time by the Board.
3. Pay meter tokens will be supplied in sizes small (125 gallons) and large (500 gallons). The token rates may be set from time to time by the Board.

SECTION 11. WATER FOR FIRE PROTECTION

A. Purpose

Private fire protection service connections will be furnished only if adequate provision is made to prevent the use of water for purposes other than fire extinguishing.

B. Application and Agreement

The applicant will be required to sign a special application and agreement form that will be furnished by the District on request.

C. Charges

1. No charge will be made for water used to extinguish accidental fires.
2. Water used in violation of the District's regulations shall be paid by the applicant in accordance with the rate schedule applicable for other customers.
3. The District hereby establishes a bi-monthly fire service charge based upon the fire service line size. The fee may be set from time to time by the Board.

D. Violation of Agreement

If water is used from a fire protection service connection in violation of the agreement or of these Rules and Regulations the District may, at its option, discontinue and remove the service.

E. Ownership of Connection

The fire protection service connection and all appurtenances thereto, up to, but not including the detector check device, shall be the sole property of the District and no part of the cost thereof will be refunded to the applicant.

F. Pressure and Supply

The District assumes no responsibility for loss or damage due to the quantity or pressure of water delivered and only agrees to furnish such quantity and pressure as is available in its distribution system. The service is subject to shut downs and variations required by the operation of the District's distribution system.

G. Use of and Damage to Fire Hydrants
No person, other than one who is designated and authorized by the proper authority or by the District shall open a fire hydrant, attempt to draw water from it or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted according to law.

H. Moving of Fire Hydrants
When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. A property owner or other person desiring to change the size, type or location of a hydrant shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

SECTION 12. CONSTRUCTION SERVICE

A. Time Limit
Construction service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the District.

B. Charges for Water Served
The District hereby establishes charges for water served, including a monthly ready to serve charge/service charge and actual water usage/commodity charge. These fees may be set from time to time by the Board.

C. Installation Charges and Deposits
1. Charges for installing and removing all facilities necessary for construction service will be at actual District cost.
2. A deposit is required to cover the one month estimated cost of ready to serve/service charge, water usage/commodity charge and installation charges.

D. Responsibility for Meters and Installation
The customer shall use all possible care to prevent damage to the meter or to other loaned facilities of the District which are involved in furnishing the construction from the time they are installed until they are removed.

E. Construction Service on a Fire Hydrant
If construction service is supplied through a fire hydrant, the District shall notify the Fire Department.

F. Unauthorized Use
Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor and punishable by law.

SECTION 13. CAPITAL IMPACT FEES

- A. Primary Infrastructure: In addition to the charge for metered service, excluding private fire service installations, charges are to be collected by the District. This component includes wells, reservoirs, water treatment plants, large transmission pipelines, and booster stations. The impact of new or larger service connections on this component is primarily based on the water flow of that new or enlarged service. Said charges may be set from time to time by the Board.
- B. Secondary Infrastructure: This component includes fire hydrants and the water distribution pipelines, typically six and eight inch pipelines that provide the connection to the customer's property. The impact of new and larger service connections of this component is primarily based on linear footage of installed pipelines required to provide a service connection to the overall water system. Said charges may be set from time to time by the Board.
- C. Water Availability Assessment Charges: In addition to the Primary Capital Impact Fee and Secondary Capital Impact Fee, the property that has not been subject to the District's Water Availability Assessment in the past shall be charged a Water Availability Charge at the time new water service is requested by the customer. The amount of this charge shall be equal to the cumulative amount that the subject parcel receiving new water service would have been charged over the past 15 years if the property had been subject to the Water Availability Assessment.
- D. The Capital Impact Fees and Water Availability Assessment Charges shall be paid by the applicant at the time the application is made for water service. However, in the case of any application requiring plans, the Capital Impact Fees and Water Availability Assessment Charges shall be paid by the developer prior to the District's signed approval of the plans for the project.

SECTION 14. PERMANENT OFF-SITE FEE

This fee shall be charged on a case by case basis upon determination by the Board that said fee is applicable to a particular applicant.

SECTION 15. DEVELOPMENT FEES

- A. The following development fees shall be imposed for all applications requiring plans such as, but not limited to, both major and minor subdivisions and other permanent main line extensions. All fees may be set from time to time by the Board.
 - 1. An engineering design fee to cover the District's expenses to prepare a preliminary design study of the proposed development. Said fee shall be based on all actual costs of the District.
 - 2. A plan check fee to check the plans of the proposed project.
 - 3. An inspection fee to conduct a field inspection of the construction of the proposed facilities.

4. An administrative fee of 15% of all costs in the above items 1 through 3 to offset the District's legal and other administrative expenses in connection with the proposed project.
- B. The abovementioned development fees shall be paid by the developer as follows and as provided in Section 17 of this ordinance:
1. A deposit to cover the estimated cost of the engineering design fee shall be paid at the time of the original application.
 2. The plan check fee shall be paid prior to final approval.
 3. The inspection and administrative fees shall be paid prior to the District's signed approval of the plans for the project.

SECTION 16. DOCUMENT PROCESSING FEE

- A. There is hereby established a document processing fee for all applications requiring the processing of one or more documents such as, but not limited to, easements, quit claim deeds, encroachment permits, reimbursement agreements and temporary service connection agreements. Additionally, the District may request to be provided with a policy of title insurance insuring all such easements in favor of the District.
- B. The document processing fee shall be paid by the applicant at the time the application or written request requiring the documents is made to the District; however, in the case of any project requiring plans, the document processing fee shall be paid by the developer prior to the District's signed approval of the plans for the project.

SECTION 17. AMOUNTS OF FEES

The amounts of the development and document processing fees shall be as fixed by the Board from time to time. However, whenever the staff determines that a development is unusually complex or large and that the amount of the District's estimated expenses to prepare a preliminary design study, conduct a plan check or a field inspection or perform legal or other administrative tasks exceeds the amount of the respective fee, staff shall require that an additional fee be paid. Said fee shall cover the District's estimated expenses to complete the preliminary design study, plan check, field inspection or legal or other administrative tasks, as the case may be.

Further, if the total fees paid to the District are less than the District's total cost for preparing the preliminary design study or for conducting the plan check, the difference shall be paid to the District prior to the District's signed approval of the detail plans of the project.

Lastly, if the total inspection and administrative fees paid to the District are less than the District's total cost for conducting the field inspection or performing legal or other

administrative tasks, the difference shall be paid to the District prior to the District's certification of the project.

If the total deposit is more than any of the services provided, the difference shall be refunded. The cost is based upon time and materials plus 15% overhead.

SECTION 18. BILLS: PAYMENT, DELINQUENCY AND DISCONTINUANCE OF SERVICE

A. Rendering of Bills

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

1. Water Service Bills Bills for water service will be rendered monthly or bi-monthly at the direction of the Board unless otherwise provided in the rate schedule.

2. Opening and Closing Bills

A minimum ready to serve charge/service charge for each partial billing is hereby established and may be set from time to time by the Board.

B. Payment of Bills and Complaints as to Bills

All bills are due and payable on presentation and are presumed to be received within five days of mailing. Failure to receive a bill does not relieve the customer of liability. Payment may be made at the District's office or returned through the U.S. mail.

Bills of the District shall describe the procedure by which a customer may initiate a complaint or request an investigation concerning service or charges. The description shall read substantially as follows:

If you have a complaint that you are being overcharged or if you have any other complaint in connection with District billings YOU MUST PRESENT YOUR COMPLAINT to the District Manager, by mail or in person, at 72401 Hatch Road, Twentynine Palms, California 92277 or by telephone at (760) 367-7546 PRIOR TO THE DATE OF DELINQUENCY specified on the bill. The Manager is designated by the District to hear any complaint and is empowered to investigate and to rectify any District errors in connection with billing matters.

The Manager shall consider and resolve all complaints made in accordance with this subsection and the Manager's determination shall be final unless otherwise determined by the Board upon request of the customer.

Any customer who has timely initiated a complaint and who has made a request for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment shall be given

consideration by the Manager as to a customized program to amortize the unpaid balance of the account over a reasonable period of time, not to exceed 12 months. No termination of service shall be effected for any customer complying with an amortization agreement, if the customer also keeps the account current as charges accrue in each subsequent billing period. Any amortization agreement or other program shall be offered and implemented in accordance with the applicable law.

C. Delinquent Bills: Termination Procedures

1. Customer bills not paid within 26 days after mailing are delinquent. If customer bills become delinquent the District will commence procedures to discontinue service until all District charges are paid in full. District charges which are not paid on or before the day of delinquency shall also include an administrative service charge of 10%.

At least 15 days prior to terminating water service for failure to pay delinquent charges the District shall mail to the service address a notice of the delinquency and impending termination. This notice shall include (a) the name and address of the customer whose account is delinquent (b) the amount of the delinquency, the date by which payment or arrangements for payment is required in order to avoid termination (c) the procedure by which a customer may request amortization of the unpaid charges (d) the procedure for the customer to obtain information on the availability of financial assistance including private, local, state or federal sources, if applicable, and (e) the telephone number of a representative of the District who can provide information or institute arrangements for payment. The proposed date of termination on this notice shall be at least 15 days after the day of mailing of the notice.

At least 48 hours prior to any actual termination of service the District shall make a reasonable, good faith effort to contact an adult person residing at the premises of the customer either by telephone or in person. This effort shall include delivery of a second notice, orally or in writing, including the information described in clauses (a), (b), (c), (d) and (e) of the preceding paragraph.

If a customer fails to comply with an amortization agreement the District may terminate service after giving notice to the customer at least 48 hours prior to termination of the conditions the customer is required to meet to avoid termination. This notice shall contain all the information and also be delivered in the manner described in the preceding paragraph.

No termination of service by reason of delinquency in payment shall occur on any Saturday, Sunday, legal holiday or at any time during which the business offices of the District are not open to the public.

The District shall not terminate residential service for nonpayment in any of the following situations:

- a. During the pendency of an investigation by the District's Manager of a customer dispute or complaint.
- b. When customer has been granted an extension of the period for payment of a bill.
- c. On the certification of a licensed physician and surgeon that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the District as described below with respect to all charges that the customer is unable to pay prior to delinquency.

Any customer meeting the requirements of the above paragraph shall, upon requests, be permitted to amortize, over a period not to exceed 12 months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment.

Notwithstanding the preceding paragraphs of this Section 18.C.1., if the District furnishes water through a master meter or furnishes individually metered service in a multi-unit residential structure, mobile home park or farm labor camp where the owner, manager or farm labor employer is listed by the District as the customer of record of the service, the District shall make every good faith effort to inform the actual users of the services when the account is in arrears, by means of a notice, that service will be terminated in 10 days. The notice shall further inform the actual users that they have the right to become customers of the District without being required to pay the amount due on the delinquent account.

The District is not required to make service available to actual users unless each actual user agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations. However, if one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District or if there is a physical means legally available to the District of selectively terminating service to those actual users who have not met the requirements of the District's rules and regulations, the District shall make service available to the actual users who have met those requirements.

Where prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

2. A customer's water service at a subsequent location may be discontinued if a

bill for water service furnished at a previous location is not paid by the delinquency date in accordance with the procedures set forth in Section 18.C.1.

3. If a customer receives water service at more than one location and the bill for service at any one location is not paid by the delinquency date, water services at all locations may be turned off in accordance with the procedures set forth in Section 18.C.1. Domestic service, however, will not be turned off for nonpayment of bills for other classes of services.
4. When a bill is delinquent the full amount of delinquent and current bills and deposits, if any are demanded, must be paid in full before service is restored. An additional charge for restoring service is hereby established and may be set from time to time by the Board. Said fee shall be paid before the order to restore service is issued.
5. When the District disconnects a service it may not be reconnected except by authorized personnel of the District. If service is reconnected illegally and the District determines that the meter shall be removed, an additional charge is hereby established and may be set from time to time by the Board. Said fee shall be paid for the labor to remove and reinstall and must be paid before restoring service.
6. All the rates provided by the Board shall be charged against the property to which the water is furnished and both the owner and all occupants of said property may be jointly and severally responsible for the payment of all such water charges provided the property owner is notified of the delinquency.
7. Property owners with an outstanding balance will not be able to transfer their water service to anyone, including tenant or agent, until such time that the outstanding balance and any applicable penalties are paid in full.
8. The Manager of the District or his/her designated agent is authorized to sign a complaint, file suit and prosecute to judgment and enforce collection of any charges or water rates owing to the District after such bill is delinquent for over 60 days. Said action may be filed against any or all of the following persons: The property owner, the occupant or occupants of the property or any person who agreed in writing to be responsible for said water charges.
9. No change of ownership or occupancy shall affect the application of these Rules and Regulations with respect to collection of charges, water rates, deposits or water service.

D. Billing of Separate Meters Not Combined

Each meter on the customer's premises will be considered separately and the reading of two or more meters will not be combined unless specifically provided for in the rate schedule or unless the District determines that its operating convenience requires the use of more than one meter or of a battery of meters. The minimum

monthly service charge for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

E. Returned Checks

A charge to cover costs for returned checks is hereby established and may be set from time to time by the Board. Returned checks will not be redeposited. Service may be disconnected for nonpayment at the scheduled termination date for nonpayment. If said date has passed, customer will be notified by door hanger that service will terminate within 48 hours if payment, including returned check charge, is not made.

SECTION 19. METER ERROR

A. Meter Test

1. Each meter will be tested prior to initial installation and no meter found to be registered other than within the parameters prescribed by the American Water Works Association (AWWA) will be placed in service. All subsequent meter tests shall be conducted under test conditions prescribed by AWWA.

2. On Customer Request

- a. A customer may, by giving the District not less than 10 days written or verbal notice, request that the District test the meter serving the customer's premises.
- b. A fee shall be charged for said meter test and shall be set from time to time by the Board.
- c. The fee will be returned if the meter is found to register more than 2% fast.
- d. A customer or a customer's representative shall have the right, at their own expense, to observe the meter test at a certified meter testing facility.
- e. A written report giving the results of the test will be shown to the customer with 10 days after completion of test.

B. Adjustments of Bills for Meter Error

1. Fast Meters

After testing, if a meter is found to be registering more than 2% fast, the District will refund to the customer the full amount of the overcharge. This amount shall be based on corrected meter readings for the period, not exceeding four (4) months, that the meter was in use.

2. Slow Meters

After testing, if a meter is found to be registering more than 5% slow the District may bill the customer for the amount of the undercharge. This amount shall be based on corrected meter readings for the period, not exceeding four (4) months, that the meter was in use.

3. Non Registering Meters

The District may bill the customer for water delivered to the customer while the meter was not registering. The bill will be computed upon an estimate of consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same class of service during the same period and under similar circumstances and conditions.

SECTION 20. DISCONTINUANCE OF SERVICE FOR OTHER THAN DELINQUENCY

A. Unsafe Apparatus

1. The District may refuse to furnish water and may discontinue service to any premises where apparatus, appliances or equipment using water is dangerous, unsafe or not in conformity with an ordinance of the District, the Department of Health Services or with law.
2. The District does not assume liability for inspecting apparatus on the customer's property. The District does reserve the right of inspection however, if there is reason to believe that unsafe apparatus is in use.

B. Service Detrimental to Others

The District may refuse to furnish water and may discontinue service to any premises where the water demand is excessively greater than past average or seasonal use and where the District determines that such excessive demand by one customer is or may be detrimental to the service furnished to other customers.

C. Fraud or Abuse

The District shall have the right to refuse service or to discontinue water service to any premises to protect itself against fraud or abuse.

D. Noncompliance

The District may, unless otherwise provided, discontinue water service to a customer for noncompliance with any of these Rules and Regulations if a customer fails to comply with them within five (5) days after receiving written notice of the District's intention to discontinue service. If such noncompliance affects matters of health and safety and conditions warrant, the District may discontinue water service immediately and without notice.

E. Customer's Request for Service Discontinuance

1. A customer may have the water service discontinued by notifying the District reasonably well in advance of the desired date of discontinuance.
2. If notice is not given, the customer will be required to pay for water service to the premises until such notice is given or until the District has learned that the customer has vacated the premises or has otherwise discontinued water use.

F. Restoration/Reconnection Charges

A reconnection fee for water service is hereby established and shall be set from time to time by the Board.

SECTION 21. RESALE OF WATER: DELIVERY TO OTHER PREMISES

No customer shall resell any of the water received from the District through a domestic meter nor shall such water be delivered to premises other than those specified in the customer's application for service.

SECTION 22. RESPONSIBILITY FOR EQUIPMENT

The customer shall, at the customer's own risk and expense, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying or utilizing water. The District shall not be responsible for any loss or damage caused by the improper installation of such water equipment or the negligence, want of proper care or wrongful act of the customer or of any of the customer's tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. The District shall not be responsible for damage to property caused by spigots, faucets, valves or other equipment that are open when water is turned on at the meter, either when the water is turned on originally, when turned on after a temporary shutdown or from vandalism.

SECTION 23. TAMPERING WITH OR DAMAGE TO DISTRICT'S PROPERTY

No one except an employee or representative of the District shall at anytime and in any manner operate the curb cocks, angle meter stops or valves (except to repair or change private plumbing), main cocks, gates or valves of the District system or interfere with meters or their connections, street mains or other parts of the water system.

The customer shall be liable for any damage to a meter or other equipment or property owned by the District, if said damage is caused by an act of the customer or the customer's tenants, agents, employee, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

SECTION 24. CONTROL VALVES

The District shall install a valve on the discharge end of a new meter as a part of the service connection charge; however, maintenance and replacement of this control valve shall remain the responsibility of the District. The operation by the customer of the valve on the inlet end of the meter is not permitted.

SECTION 25. BOOSTER PUMPS

- A. Booster pumps installed by the customer must be set on the discharge end of the meter and in a manner approved by the District.
- B. Pumps must be installed and operated in such a manner as to cause no strain or vibration on the District's distribution system.

- C. Damage to the District's distribution system caused by the operation of a customer's pump will be repaired by the District and charged to the customer.
- D. The cost of special equipment and its installation made necessary by the use of booster pumps will be charged to the customer making this equipment necessary.

SECTION 26. PROHIBITION OF GROUNDING TO DISTRICT'S DISTRIBUTION SYSTEM

All persons are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or to any other part of the District's distribution system. The District will hold the customer liable for any damage to its distribution system occasioned by such ground wire attachment.

SECTION 27. WATER WASTE

Wasteful or negligent use of water on a customer's premises is expressly prohibited. Such use may result in discontinuance of service as provided by other applicable sections of these Rules and Regulations or other ordinances of the District.

SECTION 28. ACCESS TO PREMISES

The District or its duly authorized agents shall at all reasonable times have the right to enter or leave the customer's premises for any purpose reasonably related to the service of water to a customer.

SECTION 29. INTERRUPTIONS IN SERVICE

- A. The District shall not be liable for damage resulting from an interruption in service. Temporary shutdowns may be required by the District for improvements or repairs. Whenever possible and as time permits all customers affected will be notified prior to such shutdowns.
- B. The District will not be liable for interruption, shortage or insufficiency of supply or for any loss or damage occasioned thereby if caused by accident, act of God, fire, strike, riot, war or any other cause not within its control. Whenever it shall find it necessary or convenient for the purpose of making repairs or improvements to its distribution system, the District shall have the right to suspend temporarily the delivery of water and it shall not be liable for any loss or damage occasioned thereby. Repairs or improvements will be effected as rapidly as is practicable and, so far as possible, at such times as will cause the least inconvenience to the District's customers.

SECTION 30. RELIEF VALVES

As a protection to the customer's plumbing system a suitable pressure relief valve should be installed and maintained by the customer, at the customer's expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

SECTION 31. MAILING LISTS AND CUSTOMER RECORDS

The names, addresses and records of the District's customers and taxpayers shall not be

available to the public, except to the extent required by law. No mailing list, compiled from the records of the District shall be made available to the public by any of the District's officers or employees.

SECTION 32. LENDING DISTRICT PROPERTY

District employees are forbidden to lend maps, records, tools, machinery or other District property or to sell or rent District property without the approval of the Manager.

SECTION 33. PENALTY FOR VIOLATION

When the customer fails to comply with all or any part of this ordinance and any ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and the water shall not be supplied to such customer until the customer has complied with the rule or regulation, rate or charge which was violated or, in the event that the customer cannot comply with said rule or regulation, until the customer has satisfied the District that in the future all the rules and regulations established by ordinance of the District will be complied with and will comply with all rates and charges of the District.

PASSED, APPROVED AND ADOPTED this 20th day of August 2003.

AYES: Directors Anthony, Carter, Cisneros, Moore and Yockey

NOES: None

Milford J. Yockey, President
Board Of Directors

Attest:

Tina Johnson, Board Secretary
Twentynine Palms Water District