POLICIES, RULES AND REGULATIONS	
Title: **CUSTOMER SERVICE POLICY**	
Approval Date: August 4, 2026	Effective Date: August 4, 2026
Approved By: Board of Directors	

Se proporciona la “POLITICA SOBRE INTERRUPCIÓN DE SERVICIO RESIDENCIAL DE AGUA POR FALTA DE PAGO” adjunta en inglés. Aviso adjunto en inglés. Si usted requiere la Política adjunta en español, favor de comunicarse con nuestra oficina al (661) 294-0828; www.yourscvwater.com y le proporcionaremos una política traducida al español.

隨附的“停止為不付款人士提供住宅供水服務政策”是以英文提供。如果您需要中文版的政策，請撥打 (661) 294-0828 www.yourscvwater.com 聯繫我們的辦公室，我們會為您提供一份翻成中文的政策。

Kèm theo đây là bản tiếng Anh “ĐIỀU KHOẢN VỀ VIỆC NGƯNG CẤP NƯỚC TRONG NHÀ KHI KHÔNG TRẢ TIỀN”. Nếu bạn cần Điều Khoản kèm theo trong tiếng Việt, xin liên lạc văn phòng chúng tôi tại (661) 294-0828 www.yourscvwater.com và chúng tôi sẽ cung cấp cho bạn bản Điều Khoản được dịch sang tiếng Việt.

“미납에 따른 주거용 수도 공급 중단에 관한 정책” 첨부 문서는 영어로 제공됩니다. 첨부된 정책 문서를 한국어로 받으시려면, 저희 사무실에 (661) 294-0828 www.yourscvwater.com 으로 연락하시고 저희가 한국어로 번역된 정책 문서를 제공하겠습니다.

Ang nakalakip na “PATAKARAN SA PAGTIGIL SA RESIDENSYAL NA SERBISYO NG TUBIG DAHIL SA HINDI PAGBABAYAD” ay ibinibigay sa Ingles. Kung kailangan mo ang nakalakip na Patakaran sa Tagalog, makipag-ugnay sa aming tanggapan sa numerong (661) 294-0828 www.yourscvwater.com at bibigyan ka namin ng Paunawang isinalin sa wikang Tagalog.

[This page intentionally left blank.]

POLICIES, RULES, AND REGULATIONS	
Title: **CUSTOMER SERVICE POLICY**	
Approval Date: August 4, 2026	Effective Date: August 4, 2026
Approved By: Board of Directors	

CUSTOMER SERVICE POLICY

Table of Contents

PART 1 – DEFINITION OF TERMS **PAGE**

1.1 DEFINITION OF TERMS 12

PART 2 – AUTHORITY

2.1 GENERAL PROVISIONS 18
2.1.1 Board 18
2.1.2 General Manager 18

2.2 INSPECTORS 18
2.2.1 Entry to Premises 18
2.2.2 Credentials 18

2.3 FEES, CHARGES AND SERVICES 18

2.4 POLICY EXCEPTIONS AND EXEMPTIONS 18

PART 3 – SERVICE CONNECTION

3.1 GENERAL PROVISIONS 19
3.1.1 Types 19
3.1.2 Installation 19
3.1.3 Responsibility 19

3.2 PERMANENT SERVICE CONNECTION 19
3.2.1 General Provisions 19
3.2.2 Location and Size 20
3.2.3 Request for Changes in Meter Size, Removal and Land Use 23

3.3 TEMPORARY SERVICE CONNECTIONS 25
3.3.1 General Provisions 25

PART 4 – APPLICATION FOR SERVICE

4.1 GENERAL PROVISIONS....27

4.2 APPLICATION FOR SERVICE....27
- 4.2.1 Property Damage Waiver Agreement....27
- 4.2.2 Establishment of Credit....28
- 4.2.3 Deposit Based Upon Poor Payment History....28
- 4.2.4 Waiver of Deposit....28
- 4.2.5 Return of Deposit....28
- 4.2.6 Bankruptcy....28
- 4.2.7 Refusal to Serve....29
- 4.2.8 Notification to Applicant....29
- 4.2.9 Property Owner Responsibility....29
- 4.2.10 Description of Property....30
- 4.2.11 Description of Water Use....30

4.3 SPECIAL PROVISION....31

4.4 PRIOR SERVICE....31

PART 5 – RULES APPLICABLE TO EXISTING CUSTOMERS

5.1 QUANTITIES....32

5.2 QUALITY....32

5.3 RESPONSIBILITY FOR LOSS OR DAMAGE....32

5.4 CONDITIONS OF SERVICE....32
- 5.4.1 Notices....32
- 5.4.2 Ownership of Facilities on Customer's Premises....34
- 5.4.3 Agency Access to Customer's Premises....34
- 5.4.4 Service Calls....34
- 5.4.5 Agency's Responsibilities for Damage or Loss to Customer....35
- 5.4.6 Customer's Responsibility for Agency Property....35
- 5.4.7 Control Valve on the Customer Property....35
- 5.4.8 Resale of Water....35

PART 6 – RATES AND CHARGES

6.1 GENERAL PROVISION – POTABLE or RECYCLED WATER SERVICE 36

6.2 MONTHLY SERVICE CHARGE 36
- 6.2.1 General Provisions 36
- 6.2.2 Miscellaneous Charges 37
- 6.2.3 Late Fee 37
- 6.2.4 Restoration Fee 37
- 6.2.5 Returned Payment Charge 37
- 6.2.6 Overdue Notice 37
- 6.2.7 Meter Test/Charge/Deposit 38
- 6.2.8 Pulled Meter Charge 38
- 6.2.9 Unauthorized Connection and/or Water Use 38
- 6.2.10 Charge for Turn off at Main 39
- 6.2.11 Unauthorized Tampering 39
- 6.2.12 Property Damage 39
- 6.2.13 Temporary Construction Meter Water Service 39
- 6.2.14 AMI / AMR (Radio Frequency) Opt-Out Fee 39

6.3 PLANNING, DESIGN, AND INSPECTION FEE 40

6.4 NEW METER INSTALLATION AND METER SETTING FEES 40

PART 7 – CREDIT

7.1 ESTABLISHING CREDIT 41

7.2 AMOUNT OF DEPOSIT 41

7.3 REFUND OF DEPOSIT 41

7.4 JOINT SERVICE 42

7.5 RE-ESTABLISHMENT OF CREDIT 42

7.6 BANKRUPTCY OF CUSTOMER 42

7.7 PAST DUE ACCOUNT 43

PART 8 – BILLING

8.1 GENERAL PROVISIONS....44

8.2 RENDERING OF PAYMENT OF BILLS....44

8.3 POTABLE or RECYCLED WATER SERVICE INFORMATION ON BILL....44

8.4 PERSON TO BE BILLED....44

8.5 PAYMENT....45

8.6 ADJUSTMENT TO BILL....45
8.6.1 Estimated Meter Reading....45
8.6.2 Water Meter Accuracy....45
8.6.3 Adjustment of Bills for Excessive Consumption....45

8.7 ESTIMATED METER READING....45

8.8 OPENING BILLS....45

8.9 CLOSING BILLS....46

8.10 SEPARATE BILLINGS FOR EACH METER....46

8.11 LATE FEE....46

8.12 ALTERNATIVE PAYMENT PLANS....46
8.12.1 Amortization Payment Plan....46
8.12.2 Certification by Physician....47
8.12.3 Compliance with Plan....47

8.13 DISPUTED BILLS....47

8.14 ADJUSTMENT OF BILLS FOR EXCESSIVE CONSUMPTION....47
8.14.1 Verified Adjustments....48

8.15 AGENCY INITIATED BILLING ADJUSTMENT....48

8.16 ADJUSTMENT OF BILLS FOR METER ERROR....49
8.16.1 Fast Meters....49
8.16.2 Slow Meters....49

8.16.3 Non-Registering Meters 49
8.16.4 General 49

8.17 PAST DUE BILLS 50
8.17.1 Small Balance Accounts 50
8.17.2 Overdue Notice 50
8.17.3 Notice to Residential Tenants/Occupants Individually Metered 50
8.17.4 Notice to Tenants/Occupants Multiunit Residential 50
8.17.5 Turn-Off Deadline 50
8.17.6 Waiver of Overdue Notices to Public Agencies 50

8.18 NOTIFICATION OF RETURNED PAYMENT DISPOSITION 51

8.19 RETURNED CHECKS FOR PREVIOUSLY DISCONNECTED SERVICE 51

8.20 RETURNED CHECKS REQUIRING CASH OR CERTIFIED FUNDS 51

8.21 PRE-PAYMENT UPON RECEIPT OF A NON-NEGOTIABLE CHECK 51

8.22 CREATE A LIEN 51

PART 9 – TERMINATION OF POTABLE or RECYCLED WATER SERVICE

9.1 AGENCY INITIATED 53

9.2 TERMINATION PROCEDURES 53
9.2.1 Notice of Termination of Potable or Recycled Water Service 53
9.2.2 Customer Appeal 54
9.2.3 Potable Water Service through a Residential Master Meter 54
9.2.4 No Notice Required 54

9.3 TERMINATION OF POTABLE or RECYCLED WATER SERVICE INITIATE BY AGENCY 54
9.3.1 Termination of Potable or Recycled Water Service 54

9.4 MEDICAL PROVISION 55
9.4.1 Residential Termination for Nonpayment Exclusions 55
9.4.2 Residential Termination may be Discontinued 56

9.5 AT CUSTOMERS REQUEST 56

9.6 PERMANENT TERMINATION OF SERVICE 56

PART 10 – RESTORATION OF POTABLE or RECYCLED WATER SERVICE

10.1 GENERAL PROVISIONS 57

10.2 UNAUTHORIZED RESTORATION....57

PART 11 – TURN ON AND OFF PROCEDURES AND CHARGES

11.1 PERMANENTLY DISCONTINUE WATER SERVICE 58

11.2 TEMPORARY TURN-OFF OF WATER SERVICE “EMERGENCY”....58

11.3 TURN-OFF BY THE AGENCY....58
11.3.1 Non-Payment of Bills....58
11.3.2 Non-Compliance with Rules 58
11.3.3 Water Waste 59
11.3.4 Unsafe or Hazardous Conditions....59
11.3.5 Fraudulent Use of Service....59
11.3.6 Emergency....60

PART 12 – WATER EFFICIENCY AND CONSERVATION

12.1 GENERAL PROVISIONS 61

12.2 USE OF WATER SAVING DEVICES AND PRACTICES 61

12.3 USE OF RECYCLED WATER 61

12.4 RULES AND REGULATIONS....61

12.5 CROSS CONNECTIONS....61

12.6 UNLAWFUL ACTS 62
12.6.1 CA Penal Code Section 498....62
12.6.2 CA Penal Code Section 592....62
12.6.3 CA Penal Code Section 607....62
12.6.4 CA Penal Code Section 624....62
12.6.5 CA Penal Code Section 625....63
12.6.6 CA Health and Safety Code Sections 116975 to 117000 63
12.6.7 CA Civil Code Sections 1882.1 and 1882.3....63
12.6.8 CA Government Code Section 53069.46....63

12.7 DAMAGE TO FIRE HYDRANTS OR OTHER ABOVE GROUND SERVICE CONNECTION 63

12.8 PRIVATE FIRE PROTECTION SERVICE 63

12.9 USE AND TESTING 63
12.9.1 No Connection to Other System 64
12.9.2 Rates 64
12.9.3 Water for Fire Storage Tanks 64

12.10 WATER LEAK ADJUSTMENT POLICY 64

12.11 IDENTIFY THEFT PREVENTION POLICY 65

12.12 UNAUTHORIZED FIRE HYDRANT USE AND ENFORCEMENT 65
12.12.1 Unauthorized Fire Hydrant Use Includes, but is not limited to: 65
12.12.2 State law and Enforcement Authority8 65
12.12.3 Penalties 66
12.12.4 Termination, Disconnection, and Enforcement Actions 66
12.12.5 Liability 66
12.12.6 Appeals 66

PART 13 – CONDITIONS OF POTABLE WATER OR RECYCLED WATER SERVICE

13.1 GENERAL PROVISIONS 67
13.1.1 Maintenance of Potable or Recycled Water Service 67
13.1.2 Suspension of Potable Water Service 67
13.1.3 Pressure 67
13.1.4 Responsibility 68
13.1.5 Liability 68
13.1.6 Damage to Meter by Hot Water 69
13.1.7 Transfer of Meters 69

13.2 CHANGE IN WATER USAGE 69

13.3 COMMUNICATION 70
13.3.1 To Customer 70
13.3.2 To Agency 70

13.4 CONFLICT WITH AGENCY POTABLE WATER INFRASTRUCTURE 71

13.5 RESALE OF WATER 71

13.6 UNAUTHORIZED USE OF POTABLE WATER OR THE WATER SYSTEM.....71
13.6.1 Prohibited Actions 71
13.6.2 Actions Subject to Criminal Prosecution 72
13.6.3 Objects, Circumstances or Conditions Subject to Criminal Prosecution.....72

13.7 GROUND WIRE ATTACHMENT 73

13.8 UNUSED SERVICE CONNECTION 73

13.9 QUICK CLOSING VALVE.....74
13.9.1 Operating Conditions.....74
13.9.2 Notice of Correction.....74

13.10 RESPONSIBILTIY FOR EQUIPMENT.....74

13.11 DAMAGE.....74

PART 14 – PRIVATE (OR DEDICATED) FIRE SERVICE CONNECTION AND RESIDENTIAL FIRE SPRINKLER SYSTEM

14.1 GENERAL PROVISIONS 75

14.2 SPECIAL PROVISIONS 75
14.2.1 PFPSC 75
14.2.2 PFPSC Charges.....75

14.3 AUTHORIZED PURPOSE 75

14.4 INSPECTION AND TESTS.....75

14.5 OPTION TO BILL.....75

14.6 TERMINATION OF SERVICE.....76
14.6.1 PFPSC-Larger than Two-inch (2-inch).....76
14.6.2 PFPSC-Two-inch (2-inch) or Less 76

14.7 RESIDENTIAL FIRE SPRINKLER SYSTEM.....76
14.7.1 General Provisions 76
14.7.2 Special Provisions 77
14.7.3 Termination of Service 77

PART 15 – CROSS-CONNECTION CONTROL PLAN

15.1 GENERAL PROVISIONS 78

PART 16 – ENFORCEMENT AND APPEALS

16.1 GENERAL PROVISIONS 79

16.2 CORRECTIVE ACTION 79

16.3 APPEALS 79
16.3.1 Hearing and Administrative Procedures 79

16.4 ENFORCEMENT 80

PART 17 – VALIDITY

17.1 VALIDITY 81

PART 18 – REQUIREMENTS SPECIFIC TO USE OF RECYCLED WATER

18.1 USE OF RECYCLED WATER 82

18.2 DEFINITIONS APPLICABLE TO THE USE OF RECYCLED WATER 82

18.3 LOCAL, STATE AND FEDERAL REGULATIONS 84

18.4 DOCUMENTS INCORPORATED BY REFERENCE 85

18.5 RECYCLED WATER QUALITY 85

18.6 USER AGREEMENT APPLICATIONS 85
18.6.1 Application Submittals 85
18.6.2 User Agreement Conditions 86
18.6.3 Notice of Determination 86
18.6.4 Project Drawings or Plans 87
18.6.5 Construction and Inspection of Facilities 87
18.6.6 Issuance of Recycled Water User Agreement and Service Start 87

18.7 RECYCLED WATER USER AGREEMENT REVOCATION 88

18.8 FRAUDULENT USE OF RECYCLED WATER SERVICE 88

18.9 BACKFLOW PROTECTION 89

18.10 ON-SITE RECYCLED WATER FACILITIES (CUSTOMER-OWNED) 89

18.11 NEW RECYCLED WATER FACILITIES 90

18.12 CONVERSION OF EXISTING FACILITIES TO RECYCLED WATER 90

18.13 MARKING OF CUSTOMER-OWNED PIPES AND APPURTENANCES 91

18.14 ON-SITE SUPERVISOR 91

18.15 INSPECTION OF FACILITIES 92

18.16 OPERATION AND MAINTENANCE MANUAL 93

18.17 CONSTRUCTION WATER USAGE 93

18.18 TANK TRUCKS REQUIREMENTS 93

18.19 REQUIREMENTS FOR TRUCK HAULING 94

18.20 IRRIGATION APPLICATION RATES 95

18.21 CONFINEMENT OF IRRIGATION 96

18.22 PERIOD OF OPERATION 96

18.23 MAINTENANCE 96

18.24 PROHIBITED CONDITIONS AND REQUIREMENTS FOR USE OF RECYCLED WATER 96

18.25 WARING SIGNS AND LABELS 98

APPENDICES

APPENDIX A-1 CHARGES 99

APPENDIX A-2 PERMANENT SERVICE CONNECTION MONTHLY FIXED CHARGE 100

APPENDIX A-3 DEDICATED FIRE MONTHLY FIXED CHARGE 102

APPENDIX A-4 TEMPORARY SERVICE CONNECTION MONTHLY FIXED CHARGE .. 103

APPENDIX A-5 PERMANENT SERVICE CONNECTION VARIABLE WATER CHARG .. 104

APPENDIX A-6 TEMPORARY SERVICE CONNECTION VARIABLE WATER CHARGE 105

APPENDIX A-7 TEMPORARY SERVICE CONNECTION INSTALLATION CHARGE 106

APPENDIX A-8 RESTORATION OF SERVICE CHARGE 107

APPENDIX A- FIRE FLOW TEST CHARGE 108

APPENDIX A-10 PENALTIES FOR UNAUTHORIZED USE OF THE AGENCY'S POTABLE or RECYCLED WATER SYSTEM 109

APPENDIX A-11 POTABLE or RECYCLED WATER SERVICE APPLICATION FEE AND DEPOSIT 110

APPENDIX A-12 POTABLE or RECYCLED WATER SERVICE MISCELLANEOUS FEES 111

APPENDIX A-13 POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT 113

PART 1 – DEFINITION OF TERMS

1.1 AGENCY DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of words or terms used in these Regulations shall be as follows:

AGENCY – The Santa Clarita Valley Water Agency, organized and operated pursuant to the provisions of Senate Bill 634. Also known as SCV Water or Agency.

AMI (Advanced Metering Infrastructure) – An integrated system of smart meters, various communications networks, and data management systems that uses radio frequency (RF) technology to enable two-way communication between the Agency and its customers.

AMR (Automated Meter Reading) – A method of reading meters that uses radio frequency (RF) technology as a means of communication between meters and a mobile reading device.

APPLICANT (PROPOSED CUSTOMER) – Any person, firm, corporation, association or agency who desires to obtain Potable or Recycled Water Service from the Agency.

APPURTENANCES – Customer owned meter stop, check valve, back flow prevention device, shut-off valve and any other devices downstream from the meter, but not including the meter.

ASSESSOR'S PARCEL NUMBER – A number assigned by tax assessor in order to identify a particular Property.

BILLING – Monthly statement sent to account holder(s) which includes bill detail, bill summary, account information, water use history and water efficiency target.

BOARD – The Board of Directors of the Santa Clarita Valley Water Agency.

BUILDING UNIT – Any unit of nonresidential development.

CLASS OF SERVICE – Based on intended usage of meter.

CONSUMPTION or VARIABLE WATER CHARGE – A monthly quantitative charge for the amount of water delivered to a Property, either metered or estimated. Consumption or Variable Water charge shall be billed as a price per 100 cubic feet of water delivered in accordance with the rate structure.

CROSS CONNECTION – Any unprotected actual or potential connection between any part of a potable water system used or intended to supply water for drinking purposes and any source or system containing water or a substance that is not or cannot be approved as safe, wholesome and potable for human consumption. Bypass arrangements, jumper connections, or other devices through which backflow could occur shall be considered cross connections. Also see definition in Appendix E – Cross Connection Control Policy.

CUSTOMER – Any Person, Property Owner, Tenant, firm, corporation, association or agency who uses or desires to obtain Potable or Recycled Water Service from the Agency.

CUSTOMER SERVICE LINE – The Customer's facilities including pipe, fittings and appurtenances extending from the outlet of the shut-off valve downstream of the Agency's meter, check valve or backflow prevention device.

DEPOSIT – Money required to be deposited with the Agency for the purpose of guaranteeing payment of monthly bills rendered for Potable or recycled water service.

DISCONNECTION/RESTORATION FEE – A disconnection or restoration fee will be charged to turn off or on Potable or Recycled Water Service that is shut off or turned on due to involuntary termination.

DIVISION – Identifies legacy retail divisions: Newhall Water Division (NWD), Santa Clarita Water Division (SCWD), Valencia Water Division (VWD).

POTABLE WATER SERVICE – Potable Water Service shall include the delivery of Potable water for any purpose to a residential Customer, nonresidential Customer, commercial or industrial Customer, governmental Customer or institutional Customer, and the delivery of Potable water for public and private fire protection service.

POTABLE OR RECYCLED WATER SERVICE INFRASTRUCTURE (WATER SYSTEM) – The water pipelines, booster stations, wells, treatment facilities, reservoirs, and other facilities, constructed by or for the Agency, whether acquired by the Agency, for the purpose of providing Potable or Recycled Water Service.

DUE DATE – The date on which payment for Potable or Recycled Water Service is due, which is on the tenth (10th) day from when the bill is generated, as signified by the date of the bill.

DWELLING UNIT – A single unit requiring Potable Water Service and intended to be a

complete independent living facility for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, including but not limited to, family residence, each unit of a duplex, each unit of an apartment, condominium, each recreational vehicle and each trailer park space.

GENERAL MANAGER – The General Manager of the Agency or his/her appointed representative.

LEGACY DEBT – Debt incurred by each individual entity prior to the creation of SCV Water is broken out separately and paid only by customers in that division. This legacy debit is a fixed charge and broken out as a separate line item for the Santa Clarita and Valencia divisions.

LIEN – The process of levying property to recapture unpaid charges for water and other services.

MASTER METER LOCATION – (master account/master location) a collection of subaccounts whose meters are all of the same class of service, sharing an aggregated water target, for which the customer receives one bill.

METER INSTALLATION CHARGE – The Agency's charge for installing only the meter.

MONTHLY SERVICE OR FIXED CHARGE – The monthly charge levied to a Property for the benefit of having Potable or Recycled Water Service available to the Customer. This does not include the variable water charge for water.

NON-POTABLE WATER – Water that has not been treated for, or is not acceptable for, human consumption in conformance with Federal, State and local water standards. Non-potable water includes recycled water.

OFF-SITE FACILITIES – Facilities under the ultimate control of the Agency including but not limited to water or recycled water pipelines, reservoirs, pumping stations, fire hydrants, valves, connections, supply interties, treatment facilities, meters and Property up to the point of connection with the On-site Facilities.

ON-SITE FACILITIES (AGENCY OWNED) – Facilities under the ultimate control of the Agency including but not limited to water or recycled water pipelines, reservoirs, pumping stations, fire hydrants, valves, connections, supply interties, treatment facilities, and other Property located within a Subdivision or Tract.

ON-SITE FACILITIES (CUSTOMER OWNED) - Facilities under the ultimate control of the Customer, which include the piping from the outlet of the shut-off valve downstream

of the Agency's meter (but not the meter itself), check valve or approved backflow prevention device, all onsite irrigation and/or other piping systems and other appurtenances.

PARCEL – Generally refers to a piece of land that cannot be designated by a lot number.

PAST DUE - The bill for Potable or Recycled Water Service is due on the Due Date and Potable or Recycled Water Service is subject to termination if the bill is not paid within sixty (60) days from the Due Date.

PERMANENT SERVICE CONNECTION – A Service Connection that is intended to provide continuous Potable or Recycled Water Service.

PERSON – Any individual, firm, company, corporation, association, political subdivision, city, county, Agency, the State of California, or the United States of America or any department or agency of any thereof. The singular in each case shall include the plural.

PRIVATE FIRE PROTECTION SERVICE CONNECTION – The Agency's facilities including pipe, fittings and appurtenances, extending from the Potable Water System to the private fire protection system.

PRIVATE FIRE PROTECTION SYSTEM – The Customer's facilities including pipe, fittings and appurtenances extending from the outlet of the gate valve downstream of the Agency's meter, check valve or backflow prevention device used exclusively for fire protection and/or suppression.

PROPERTY – Any Property, including any lot, parcel, premises, dwelling unit or building unit or portion thereof that is the subject of a request for service or to which service is being rendered.

PROPERTY OWNER or OWNER – Any person, agent, firm or corporation having an ownership interest in the Property, and not including any interest as a renter or tenant.

REGULATIONS or POLICY – The current edition of, and any amendments or revisions to, the Agency's Regulations or Policy Governing Potable Water Service.

RECYCLED WATER – Water furnished to the Customer that meets disinfected tertiary standards per Title 22 of the California Code of Regulations for approved non-potable uses.

RECYCLED WATER SERVICE - Recycled Water Service shall include the delivery of

recycled water for any purpose to a residential Customer, nonresidential Customer, commercial or industrial Customer, governmental Customer or institutional Customer, and the delivery of recycled water for public or use as construction water.

RENDERED – Presented for payment or consideration. A bill is considered rendered when it is delivered to the U.S. Post Office, sent electronically or by other means is presented for payment.

RESIDENTIAL DISCONTINUATION POLICY – The Agency's Policy on Discontinuation of Residential Water Service for Non-Payment, in the form attached as Appendix A-13 and related translations into Spanish, Chinese, Korean, Vietnamese and Tagalog.

RESIDENTIAL FIRE SPRINKLER SYSTEM – A fire sprinkler system required by California Residential Code, Title 24, Part 2.5 which is incorporated as part of the Customer Service Line.

RESTORE – To reestablish water delivery to a Property or parcel when water has been terminated.

SERVICE AREA – The area within the current Agency Potable or Recycled Water Service Boundary as approved by the Los Angeles County Local Agency Formation Commission (LAFCO).

SERVICE CONNECTION – The Agency's facilities including pipe, fittings, meter, meter box and check valve or backflow prevention device and shut-off valve, extending from the Agency's potable or recycled water main to the outlet of the shut-off valve downstream of the meter, check valve or backflow prevention device.

SUPPLIER – Santa Clarita Valley Water Agency

TEMPORARY SERVICE CONNECTION – A Service Connection that is intended to provide Potable or recycled Water Service during construction or other use of a limited duration.

TENANT – A person who rents or leases a unit which he/she does not own.

UNAUTHORIZED HYDRANT USE – Any opening, operation, connection to, diversion from, tampering with, or use of any Agency fire hydrant, hydrant meter or fire detector check without Agency authorization, including violations of Civil Code §§ 1882.1 and 1882.3 and Government Code § 53069.46.

UNAUTHORIZED TAMPERING – To interfere, rearrange, alter, or otherwise prevent the

Potable or Recycled Water System from performing normal operation without Agency authorization.

WATER AVAILABILITY – Potable or Recycled Water Service is considered to be available to Property or to premises if the Water or Recycled Water System has been constructed and is available for Service as provided for in these Regulations.

WATER AVAILABILITY CHARGE – The annual charge levied against lands to which Potable or Recycled Water Service is available whether the Service is used or not.

WATER TARGET – Amount of water designated to a specific property based on water use efficiency.

PART 2 – AUTHORITY

2.1 General Provisions

2.1.1 Board

The Board may change these regulations as it deems necessary.

2.1.2 General Manager

The General Manager may prescribe and enforce additional regulations not in conflict with these Regulations to implement the application, administration, interpretation and enforcement of these Regulations.

2.2 Inspectors

2.2.1 Entry to Premises

The General Manager and other duly authorized employees of the Agency bearing proper credentials and identification shall be permitted to enter upon all Property for any purpose properly connected with the Agency's operation.

2.2.2 Credentials

All individuals must visibly display their Agency issued Identification badge or access cards while on Agency property. No Person who is not an authorized officer or employee of the Agency shall have, wear, or exhibit any badge or credentials of the Agency. Authorized Agency staff, officers and employees shall have, wear or exhibit badge and/or Agency credentials.

2.3 Fees, Charges and Services

Fees, charges and services are nonrefundable and nontransferable; however, under special circumstances, the General Manager or designee may grant a refund of fees or charges at his/her discretion.

2.4 Policy Exceptions and Exemptions

Exceptions or exemptions from these Regulations shall be approved by the Board of Directors. This provision does not apply to the waiver of one-time charges or fees.

For additional authorities regarding local and state regulation of recycled, see Part 18.

PART 3 – SERVICE CONNECTION

3.1 General Provisions

3.1.1 Types

The Agency will install two types of Service Connections: a Permanent Service Connection or a Temporary Service Connection.

1. Class of Service

   A Class of Service will be assigned to each meter at the time of application. This Class of Service will be assigned based upon the intended usage of this meter. Change of intended usage must be reported to the Agency by the Customer within five (5) business days. Change in intended usage must be approved by the Agency and may be subject to additional fees and/or charges.

3.1.2 Installation

Only authorized employees or agents of the Agency shall install a Service Connection to active water or recycled water mains. In special circumstances, Contractors are permitted to install Service Connections to water or recycled water mains when prior approval is given by the Agency.

3.1.3 Responsibility

The Agency owns, operates, and maintains the Service Connection. The Property Owner is responsible for the Customer Service Line.

3.2 Permanent Service Connection

3.2.1 General Provisions

1. Water Service for New, Single and Multiunit Residential and Mixed-Use Structures:

   The Agency policy requires all new individually owned residential properties to be metered individually through an Agency meter. Master meters are not allowed for new individually owned residential properties. Multiunit Residential or Mixed-use Structures that are sublet may be eligible for master meter(s) at the sole discretion of the Agency. In the event the Agency allows

for the installation of a master meter, it is the Developer's responsibility to comply with all laws and regulations governing the approval of submeters for new Multiunit Residential and Mix-used Structures where the Agency is providing master meter(s), including, but not limited to, the California Plumbing Code, California Water Code and Senate Bill-7 (SB-7).

Before the Agency will provide water service to the Development (or a portion or phase thereof), the Developer shall provide the Agency with a written plan for compliance with SB-7. The written plan must describe the provisions for the installation of submeters for each unit in compliance with all laws and regulations governing the approval of submeters, including the maintenance, reading, billing, and testing requirements. The Agency policy also requires separate meters for irrigated landscapes in accordance with California Code of Regulations Section 492.7 and California Water Code Section 535.

All restaurants require a single Service Connection, regardless of whether the restaurant is located within a commercial/industrial building already being supplied water service through a Master Service Connection.

2. Responsibility

   The Customer and/or Property Owner is responsible for loss or damage to a meter and any Agency owned property associated with the Service Connection from the time it is installed until the time it is removed.

3. Recycled Water

   Additional requirements apply to permanent service connections for recycled water. See Part 18.

3.2.2 Location and Size

1. Location

   Service Connections in conventional lot Subdivisions shall be installed within five (5) feet of the side Property line except when such placement conflicts with other utilities. In addition, Service Connections shall be installed perpendicular to the water main unless prior approval is obtained by the Agency.

   Service Connections for recycled water shall be installed perpendicular to the recycled water main unless prior approval is obtained by the Agency.

New Service Connections shall not be installed in driveways without prior approval by the Agency. If such approval is granted, then the following conditions shall be met prior to installation:

a. Property Owner executes a recordable hold harmless agreement for liability and agreeing that the Agency is not responsible for the repair of driveways and other improvements should the repair of the Service Connection be necessary.

b. Installation of a larger traffic-grade meter box with a metal traffic cover.

c. Property Owner shall be responsible for payment of an additional charge for the installation of the larger traffic-grade meter box and metal traffic cover.

The above conditions are applicable to all existing service connections without meters installed.

Service connections shall be installed outside decorative paving areas whenever possible. The Property Owner will be required to execute a recordable hold harmless agreement for liability and agree that the Agency is not responsible for the repair of decorative paving and other improvements should the repair of the Service Connection be necessary.

Where the Property does not directly abut on a public thoroughfare, the Agency, at its option, may provide a Service Connection of conventional length, not exceeding 100 feet, and terminating at some practicable location in public right-of-way and the Applicant shall obtain any required easements and provide its connection thereto.

Under no circumstance shall Service Connections be installed in medians and/or islands in any public thoroughfare, unless approved by the Agency.

2. Looped Metered Connections

Service provided to a location that has its own distribution system that is looped and connected to Agency facilities by two (2) or more meters shall be provided with an approved type backflow prevention device immediately downstream of each metered connection as specified in Appendix E.

3. Size

   The size (diameter in inches) of a Service Connection shall be based upon required flow and intended use for the Property. Service Connections to a Dwelling Unit shall be a minimum of 1 inch in diameter unless otherwise approved by the Agency. The Agency reserves the right to determine the type of any backflow preventer or other appurtenances required for the installation.

4. Appurtenances

   Meter Stop, Check Valve, Backflow Prevention Device and Shut-off Valve:

   All Service Connections will have a meter stop on the inlet side of the meter, for exclusive use by the Agency, and a shut-off valve downstream of the meter, check valve or backflow prevention device. If the meter stop, check valve, backflow prevention device or shut-off valve is damaged, the Property Owner will be responsible for the costs to replace the damaged component(s) as set forth in Appendix A-10.

5. Meter

   Each Service Connection shall be metered. Customarily, the meter will be installed in public Property adjacent to the curb or Property line, but, at the option of the Agency, it may be installed on the Property in an appropriate meter box. No rent or other charge will be paid by the Agency for a meter located on the Property.

   If a meter is damaged or tampered with, the Agency will charge the Property Owner for the replacement or repair of the meter.

   The Agency's operating convenience or necessity may require the use of more than one meter to serve a premise.

6. Meter Box

   If the meter box is damaged by the Customer, the Agency may charge the Property Owner for the replacement or repair of the meter box.

   The meter box shall be accessible to the Agency at all times. The Agency will not be responsible for damage to improvements (i.e. landscaping, decorative paving) installed by the Property Owner or Customer within public Property or an easement around the meter box.

7. Additional Appurtenances

   In some locations within the Service Area, additional appurtenances, including but not limited to pressure reducing valves, may be required. The additional appurtenances are always installed on the Customer Service Line; therefore, the Property Owner is responsible for operation and maintenance of the appurtenance once installed.

8. Charge

   The charge for installation of a Permanent Service Connection is the responsibility of the Customer.

9. Relocation or Extension

   The charge for relocation or extension of a Permanent Service Connection will be the responsibility of the Customer.

3.2.3 Request for Changes in Meter Size, Removal, Land Use or Inclusion of Additional Land Area

A request for changes in meter size, removal, land use or inclusion of additional land must be made in writing by the Customer of record in such format as defined by the Agency. The Customer shall be solely responsible for all costs associated with changes in meter size, removal, land use or inclusion of additional land area. The Agency may approve requests to remove, increase or reduce meter sizes, in its reasonable discretion, and may impose conditions including, but not limited to, the following: 1) submission of minimum fire flow requirements for the subject Property and compliance with said requirements; and 2) submission of landscape plans in accordance with the Agency's landscape and irrigation practices.

Additional requirements for changes in land use or inclusion of additional land area for recycled water services apply. See Part 18 for drawing submittals and approvals needed.

1. Meter Size Increase or Reduction

   There is a fee to install a new meter to achieve the requested meter size change. Customer shall pay for the actual costs incurred by the Agency.

2. Meter Location Change

   If the Customer desires a change in location of the meter, such change may be affected with the mutual agreement of the Agency and the property owner, and the owner/Customer shall pay for the actual costs incurred by the Agency.

3. Meter Removal

   Customer must sever their connection from the water meter and appurtenances prior to the Agency removing the meter. The Agency will not perform any plumbing work on the Customer Service Line. The Customer will be required to perform any and all plumbing work necessary to prepare for the meter and appurtenance removal, including securing/capping off the Customer Service Line. Customer shall pay for the actual costs incurred by the Agency.

4. Change in Land Use

   The Customer/property owner shall notify the Agency of any change in the character or use of the property or buildings from that for which the service connection was originally obtained. If a residential property is to be reclassified or used as commercial or industrial or vice versa, the property owner shall pay any additional charges that may be applicable by reason of the reclassification. In all cases the Agency's determination of the property's zoning classification or use will be final, subject to an appeal to the Board.

5. Inclusion of Additional Land Area

   The Customer/property owner shall notify the Agency of any additional land area or adjacent lots not served at the time of original commencement of service that are to be served from the existing service connection. The Agency reserves the right to designate the type of meter, limit the number of buildings, separate houses, living or business quarters, and the area of land under one ownership to be supplied by one service connection.

3.3 Temporary Service Connection

3.3.1 General Provisions

1. Purpose
   Provided no undue hardship is caused to customers, the Agency will furnish temporary service for construction purposes when the applicant has requested service on this basis, or the Agency reasonably expects the service to be temporary and the applicant has paid advances and established credit. The Agency contemplates temporary service will be provided for a term of six (6) months or less or can be extended on a case-by-case basis as determined by the Agency, and requires the applicant to comply with the following:

2. Advances
   The applicant must advance to the Agency the estimated net cost of installing and removing the facilities necessary to furnish the service.

3. Deposits/Establishment of Credit
   The applicant must deposit a sum of money equal to the cost of the meter and the estimated bill as established by the Board and establish credit in the same manner as is prescribed for permanent service.

4. Rates, Charges and Conditions of Service (Construction Meter)
   The rates, charges and conditions for temporary service will be the same as those prescribed for permanent service, plus additional costs as set forth in Appendix A-7. The monthly service charge will be prorated and charged on a daily basis.

5. Connections to Fire Hydrants
   Fire hydrants connected to Agency mains are for use by the Agency and by organized fire protection agencies. Other parties desiring to use water from fire hydrants for any purpose must obtain written permission from the Agency and from the appropriate fire protection agency prior to use and shall operate the hydrant according to the instructions issued by the Agency. Unauthorized Water Use will be subject to penalty as prescribed in Section 6.2.10 and will be prosecuted according to law. Notwithstanding all other penalties, charges for unauthorized use of water through fire hydrants will be subject to the appropriate penalty specified in Appendix A-10 along with any applicable charges.

6. Water for Construction Needs

   All requests for construction water shall be made on an approved application form available in the Agency office and accompanied by the appropriate deposit amounts as stated in that form. Any costs involved in supplying such connections will be prepaid by the applicant. Use of recycled water for construction is subject to additional requirements, see Part 18.

7. Tank Trucks – Back Flow Devices

   Service to tank trucks will be provided only where an approved backflow prevention device is used, in accordance with the Agency's Cross-Connection Control Program (see Appendix E). For tank truck requirements for recycled water, see Part 18.

8. Duration

   A Temporary Service Connection will be disconnected and terminated within six (6) months after installation unless the Customer applies for and receives a written extension of time from the Agency. The Agency has the right to terminate a Temporary Service Connection at any time without notice to the Customer.

9. Responsibility

   The Customer is responsible for loss or damage to a meter and any Agency owned Service Connection associated with the Temporary Service Connection from the time it is installed until it is removed, or until 48 hours after notice in writing has been received by the Agency that the Customer wants the Temporary Service Connection disconnected.

10. Temporary Recycled Water Service or Temporary Use of Potable Water before Recycled Water Approval

    Upon Agency approval, recycled water may be provided on a temporary basis for construction uses. See Part 18 for additional requirements.

    Upon Agency approval, Potable water may be used in place of recycled water on a temporary basis. Before the Applicant will receive temporary Potable water, in lieu of recycled water, a Recycled Water User Agreement must be obtained. See Part 18 for additional requirements.

PART 4 – APPLICATION FOR SERVICE

4.1 General Provisions

A person who takes possession of premises and uses water without applying for water service is liable for all water delivered from the date of the last recorded meter reading; if the meter is found inoperative, the quantity of water delivered will be estimated. If proper application for service is not made within 48 hours after initial notification that failure to do so will result in termination of water service to said location, or if accumulated bills are not paid upon presentation, water service shall be discontinued as provided in the notice.

4.2 Application for Service:

A request for service must be made by each Applicant for Potable or Recycled Water Service in such format as defined by the Agency. The Agency may establish reasonable means to verify Applicant's identity. Upon verification of Applicant's identity, the Agency may provide for written applications to be completed and accepted electronically, by mail, in person or other appropriate means of delivery. An Applicant may be required to establish credit worthiness as provided in Section 4.2.2. There is a fee to establish or transfer an account if the Agency approves the application for service. The fee is listed in Appendix A-11. Upon Agency's acceptance of application, Potable or Recycled Water Service will be established within two business days. The Agency may discontinue service if an application is erroneous, not complete, and the errors are not cured by the Property Owner after notice deemed adequate by the Agency. All Applicants will be advised of this provision when the Agency is contacted for service.

Each time there is a change of Customer (either Property Owner or Tenant) on any commercial or industrial Property, the new or previous Property Owner or Customer shall notify the Agency immediately.

Applications for use of recycled water are subject to additional requirements. See Part 18 for additional information.

4.2.1 Property Damage Waiver Agreement

Applicants will be required to execute the Application Agreement, by which the customer acknowledges receipt of certain information regarding the chemical analysis of Agency water and waives any claim for damages to their pipes and plumbing fixtures as a result of their use of Agency water.

4.2.2 Establishment of Credit

The Agency requires Applicants to provide the Agency with information sufficient to determine the credit worthiness of the Applicant. Upon determining the Applicant's credit worthiness, the Agency may require the Applicant to deposit with the Agency such sums of money as determined by the Board from time to time.

1. Upon receipt of completed Application for Service form and connection for water service has been established, said Applicant is considered a Customer.

2. Deposits will be refunded to a Customer at the termination of water service, provided all water charges have been paid. No interest will be paid on Customer deposits.

3. A new Application for Service for any Customer will be granted only if all assessments, fees, charges, past due water bills, and penalties due and charged to or against said Customer, have been fully paid.

4.2.3 Deposit Based Upon Poor Payment History

The Customer shall be required to deposit with the Agency such sums as specified in Appendix A-11 in the event: (i) the Customer's service is disconnected for non-payment, as provided in Section 9; or (ii) upon the Customer having been assessed a Late Fee for an Overdue Notice, as provided in Section 6.2.3, twice in a 12-month period.

4.2.4 Waiver of Deposit

Public Agencies will not be subject to the deposit requirements as stated in Sections 4.2.2 and 4.2.3.

4.2.5 Return of Deposit

Where the Customer has maintained their payment history in good standing for one year, the deposit will be credited against their bill.

4.2.6 Bankruptcy

The following rules apply upon receipt of a Customer’s bankruptcy notice identifying the Agency as a creditor:

1. The Agency will notify the Customer that their existing account will be closed effective the first available date after receipt of the bankruptcy notice.

2. A new account will be opened for this Customer and is subject to the rules applied to all new individual Applicants for service as stated in Section 7.6 herein.

3. Any existing Customer's deposit on file with the Agency will be applied to any outstanding balance on the original account.

4.2.7 Refusal to Serve

The Agency may refuse to serve an applicant for service under the following conditions:

1. If the applicant fails to comply with any of the rules and regulations contained herein.

2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers.

3. If, in the judgment of the Agency, the applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered or exceeds the normal capacity of the meter service.

4. Where service has been discontinued for fraudulent use, the Agency will not serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

5. The Agency may also refuse Recycled Water Service if the proposed used of recycled water is not allowed under State or County regulations.

4.2.8 Notification to Applicant

When an applicant is refused service under the provisions of this rule, the Agency will notify the applicant promptly of the reason for the refusal to serve and of the right of applicant to appeal that decision to the Board.

4.2.9 Property Owner Responsibility

Potable or Recycled Water Service, and the payment thereof, in all cases, shall be the responsibility of the Property Owner. The Property Owner may authorize,

that a second party, such as a Tenant may establish service in their name and a Tenant or Tenants may establish service as provided in the Residential Discontinuation Policy. The Property Owner shall be held responsible for payment of all amounts due for Potable or Recycled Water Service, including all bills, costs, loss, damage, penalties, charges, or fees regardless of user or use. If the Property Owner has authorized a second party, such as a tenant to establish service and receive billing for service, a completed application form shall be required from the second party.

The Agency, as a courtesy, may allow the Property Owner to authorize a Tenant to be billed for service. This courtesy is at the discretion of the Agency and as such, the Agency may transfer service from a Tenant back to the Property Owner and refuse to allow future service to be billed to a Tenant. In such circumstances the Property Owner will receive all billing statements.

For property owner responsibilities for use of recycled water, see Part 18.

4.2.10 Description of Property

The Applicant shall describe the Property to be served and only the Property described will receive potable or recycled water through such Service Connection. The description shall include street address, city, Assessor's Parcel Number and other information, including plumbing and building plans, to enable the Agency to determine the level of Cross Connection protection required. The Agency may refuse Potable or Recycled Water Service to any Property where apparatus, appliances or equipment using water are dangerous, unsafe or not in conformity with pertinent laws, ordinances, or regulations. The Agency will not assume responsibility for inspecting the Property.

Any alterations to existing Potable facilities on the Property that may affect the level of Cross Connection protection required must be reported immediately to the Agency.

Any alterations to existing recycled facilities or Potable facilities on a Property where recycled water is in use require submittal of plans to the Agency and pre-approval prior to altering the existing approved use. See Part 18 for additional information.

4.2.11 Description of Water Usage

The Applicant shall describe the potable or recycled water demand for the Property to be served, including the required maximum flow (in gallons per

minute) and minimum pressure (in pounds per square inch) required at the meter. For Dwelling Units required to install a Residential Fire Sprinkler System, the Applicant shall also provide the type of Residential Fire Sprinkler System (multipurpose or stand-alone), the maximum flow (in gallons per minute) and minimum pressure (in pounds per square inch) required for the Residential Fire Sprinkler System.

Additional terms for Application for service that apply exclusively to the use of recycled water can be found in Part 18.

4.3 Special Provision

Properties, other than residential, with landscaped areas will be served with a separate service for irrigation purposes.

4.4 Prior Service

An Applicant for service may be subject to the provisions of Section 7.7 if a delinquency has occurred at the Property or another Property owned by the Property Owner. This provision shall apply to all Potable or Recycled Water Services including business and landscape.

The Applicant will not be held liable for any unpaid charges from a prior Customer or Property Owner except those unpaid charges which have been filed as a lien against the Property by the Agency under the provisions of California Water Code Section 31701.5. A new Property Owner assuming existing liens on Property shall be required to pay all unpaid charges that remain as liens against the Property purchased, prior to new Potable or Recycled Water Service being established.

PART 5 – RULES APPLICABLE TO EXISTING CUSTOMERS

5.1 Quantities

The Agency will endeavor to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of Customers.

5.2 Quality

The Agency will endeavor to supply water for potable use or human consumption that is potable, not harmful to human health, free from objectionable taste, odor or color, and within health standards. For recycled water quality, see Part 18.6.

5.3 Responsibility for Loss or Damage

Customers shall accept such conditions of pressure and service as are provided by the Agency system and hold the Agency harmless for any loss or damage to Customers resulting from the Agency's failure to meet the service goals stated within this section, or due to any interruptions in service. Customers shall at all times be in compliance with current California Plumbing Code.

Customers using recycled water shall at all times be in compliance with current state and county regulations for the use of recycled water.

5.4 Conditions of Service

5.4.1 Notices

1. Notice to Customers

   Notice to a Customer will normally be by telephone or in writing and may be delivered electronically or mailed to the customer's last known address. In emergencies or when circumstances warrant, the Agency, where feasible, will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone, or by leaving a written notice on the door.

2. Notice from Customers

   Customer may make notification in person, by telephone or by letter to the Agency at its office.

Change in Customer's Equipment, Operations or Land Use

a. A Customer making any material change in the size, character, or extent of the equipment, operations, or nature of land use shall immediately give the Agency written notice of the nature and extent of the change, and if necessary, amend their application for water service. Any and all modifications to the service must be approved by the Agency.

   For modifications of the Customer's on-site recycled water facilities, the modifications must be approved in advance prior to implementing the changes. Depending on the type of modification, issuance of a new User Agreement or an amendment to the existing User Agreement may be required.

3. Continuity of Service

   The Agency expressly reserves the right to restrict, curtail, allocate or apportion Agency water supplies as necessary, in the sole discretion of the Agency.

   a. Emergency Interruptions

      The Agency will make all reasonable efforts to prevent interruptions to service and, when such interruptions occur, will endeavor to re-establish service with minimal delay consistent with the safety of the Agency's customers and the general public.

      Where an emergency interruption of service affects the service to any public fire protection device, the Agency will promptly endeavor to notify the Fire Chief, or other public official responsible for fire protection, of such interruption and of subsequent restoration of normal service.

   b. Scheduled Interruptions

      Whenever the Agency finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will be least inconvenient to the Customers consistent with reasonable utility operations.

      Where public fire protection is provided by the mains affected by the

interruptions, the Agency will promptly endeavor to notify the Fire Chief, or other officials responsible for fire protection, of the interruption. In addition, the Fire Chief or other official responsible for fire protection will be notified upon restoration of service.

c. Apportionment of Supply during Water Shortages

d. To determine apportionment of supply during water shortages, see the Agency's Water Shortage Contingency Plan and Water Conservation and Water Shortage Ordinance.

5.4.2 Ownership of Facilities on Customer's Premises

The service lateral, meter, and meter box or other facilities furnished at the Customer's expense, whether located wholly or partially upon a Customer's premises, are the property of the Agency. No rent or other charge will be paid by the Agency where the Agency-owned service facilities are located on a Customer's premises.

5.4.3 Agency Access to Customer's Premises

The Agency shall at all reasonable hours have access to meters, service connections and other equipment or facilities owned by the Agency which may be located on Customer's premises for purposes of installation, maintenance, operation or removal of the equipment at the time service is to be terminated. The property owner or customer shall maintain the meter box area free and clear of any obstruction preventing clear access to Agency facilities.

The Customer's potable and recycled water (Agency owned) on-site facilities shall be open for inspection at all reasonable times to authorized representatives of the Agency. The Customer's failure to do so within a reasonable period of time may result in disconnection. Any inspection work or recommendations made by the Agency or its agents in connection with plumbing or appliances, cross-connections or any use of water on the Customer's premises, either as a result of a complaint or otherwise, may result in a charge to the Customer.

5.4.4 Service Calls

Where the Agency requires access to the Customer's premises for maintenance, service, or otherwise, and the Customer's presence is required for such service call, the Agency shall give the Customer a four-(4) hour period during which the service call shall be made.

5.4.5 Agency's Responsibilities for Damage or Loss to Customer

The Agency will not be responsible for any loss or damage caused by any negligence or wrongful act of a Customer or of a Customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment that is supplied.

5.4.6 Customer's Responsibility for Agency Property

The Customer may be charged for damage to Agency's meters and other property resulting from the use or operation of appliances and facilities on Customer's premises, including but not limited to damage caused by electricity, vegetation, steam, hot water or chemicals, or the breaking or destruction of locks on or near a meter. The Agency at the customer’s expense shall repair all such damage. Costs for repairs may be added to the customer’s water bill.

5.4.7 Control Valve on the Customer Property

The Customer shall provide a valve on their side of the service installation, as close to the meter location as practicable to control the flow of water to the piping on their premises. The Customer shall not use the service curb stop to turn water on and off for their convenience.

5.4.8 Resale of Water

Except by special agreement with the Agency, no Customer shall resell water received from the Agency, nor shall such water be delivered to a property other than that specified in the application for service.

PART 6 – RATES AND CHARGES

6.1 General Provision – Potable or Recycled Water Service

For all metered Service Connections located within or outside the boundaries of the Agency, the monthly charge for service will consist of a Monthly Service Charge based on the size of the meter and a Variable Water Charge (quantitative charge). Property owners with an installed meter, whether the water service is on or off, are held responsible for and required to pay the Monthly Service Charge. In addition to these charges a Cross Connection protection charge will be applicable to all meters with such devices installed.

6.2 Monthly Service Charge

6.2.1 General Provisions

Rates and charges for water service and other miscellaneous charges are set by the Board of Directors. When Service is started or terminated during the month, the Monthly Service Charge will be prorated by day based on a 30-day billing period. Current rates and charges are set forth in Appendix A-2.

1. Fixed Charge

   The Fixed Charge (Service and Legacy Debt) is a "base" monthly charge, and depends on the size of a Customer's meter, and is fixed regardless of the quantity of water consumed. Current rates are set forth in Appendix A-2.

2. Variable Water Rate

   The Variable Water Rate (quantity rate) is applied to the Customer's water consumption. Current applicable rates are set forth in Appendix A-5.

3. Out of Agency Service

   Customers located outside of the Agency may be charged rates for water service that are different than those charged to customers within the Agency, based upon the reasonable cost to the Agency of providing service to property outside its service area, as determined by the Board from time to time. Rates are set forth in Appendix A-12.

4. Tank Truck Service Rates

   Any person desiring service for tank trucks may, upon application and payment of a deposit equal to the cost of the meter plus a non-reimbursable charge for meter installation and removal may obtain water from such places as the Agency shall from time to time designate and shall pay monthly in accordance with the rates set forth in Section 6.2.13 and Appendix A-7.

   In the event said construction meter is damaged, lost or stolen, or not returned, the deposit shall be forfeited.

6.2.2 Miscellaneous Fees and Charges

In order to recover the cost associated with late payments, disconnections and other damages sustained by the Agency, the specified items listed below are charged to Customers; the dollar amounts associated with each item are determined by the Board and set forth in Appendix A-12.

6.2.3 Late Fee

A Late Fee shall be assessed and applied to the Customer's bill at the time the Overdue Notice is generated as set forth in Section 8.11.

6.2.4 Restoration Fee

If a Customer requests resumption or continuance of service after such service has been disconnected for nonpayment, then the Customer shall pay a restoration fee in addition to any past due user charges, advance payments, or meeting any other conditions set forth by the Agency.

6.2.5 Returned Payment Charge

When a Customer's payment of water service and other charges is returned as non-negotiable for any reason, the Agency shall proceed as set forth in Section II(B)(5) of the Residential Discontinuation Policy.

6.2.6 Overdue Notice

Where the Agency has been compelled to provide notification of an impending disconnection of water service provided in Section II(B) of the Residential Discontinuation Policy, the Customer shall pay a Late Fee when an Overdue Notice has been generated, in addition to any other applicable charges provided

hereunder.

6.2.7 Meter Test Charge/Deposit

The Agency shall endeavor to keep the meters in good condition and registering accurately. Any Customer may request that his/her meter be examined and tested to see if it is correctly recording water delivered through it. Said request shall be made in writing and shall be accompanied by a deposit, set forth in Appendix A-12.

Upon receipt of such demand and deposit, it shall be the duty of the Manager to cause the meter to be examined and tested. If upon such examination and test the meter shall be found to register over two percent more water than actually passes through it, the meter shall be properly adjusted or another meter substituted therefore, and the deposit shall be returned to the person making the demand and the water bill shall be adjusted proportionately.

If the meter is found to register not more than two percent more water or less water than actually passes through it, said deposit shall be retained by the Agency to partially defray the expense of making the test. All other tests and examinations of meters shall be at the Agency's expense.

6.2.8 Pulled Meter Charge

If a Customer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Customer shall pay at the Agency office a pulled meter charge equal to the actual expense to the Agency of pulling the meter, and any other applicable charges, before the service and meter can be reconnected.

6.2.9 Unauthorized Connection and/or Water Use

Any person or entity found connecting and/or taking water from or through any of the Agency's facilities without Agency authorization will be assessed a fine payable to the Agency, as set forth in Appendix A-10 and A-12, in addition to applicable Agency charges for the quantity of water taken. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

Unauthorized connection includes, but is not limited to, opening or using a fire hydrant, hydrant meter, or fire detector check, connecting hoses or fittings to a hydrant, bypassing a hydrant meter, or diverting water from any Agency hydrant

or fire service facility without express written authorization from the Agency.

6.2.10 Charge for Turn off at Main

If the water to a property is turned on more than once without Agency authorization, the service may be shut off at the main, and the Customer shall be required to pay, in addition to any other applicable charges, a charge equal to the actual expense to the Agency of restoration prior to the re-establishment of service.

6.2.11 Unauthorized Tampering

If a Customer, new applicant, contractor, or developer is found to be responsible for unauthorized tampering with the Potable or Recycled Water Service Infrastructure (Water System), they shall incur a penalty, per incidence, according to Appendix A-10 and A-12.

6.2.12 Property Damage

If a Customer, new applicant or developer is found to be responsible for any damage done to Agency property; such damages shall be reimbursed to the Agency at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Customer or property owner.

6.2.13 Temporary Construction Meter Water Service

A Customer, new applicant or developer shall supply a photograph of the hydrant meter number, numerical read and register to the Agency each month and comply with all terms and conditions as stated in the Customer Service Policy and service application.

Failure to comply with this requirement will result in a monthly Unread Meter Charge as set forth in Appendix A-12 and risk confiscation of the meter and account closure.

6.2.14 AMI/AMR Opt-Out Fee

Residential Customers-of-record wishing to opt-out of Automated Meter Reading and/or Advanced Metering Infrastructure may make written request in such format as defined by the Agency. Eligible accounts must be in good standing and have no history of meter inaccessibility. Upon verification that application meets all eligibility requirements, Customer will be charged the Set-Up fee and monthly

Opt-Out fee as determined by the Board and set forth in Appendix A-12. If a meter changeout is necessary to comply with approved request, Customer will be charged actual cost to the Agency. Charges and fees will be assessed on the Customer's monthly bill and are nonrefundable nor prorated. Any Customer who opts-out and subsequently elects to opt-in will not incur any charges or fees to have the AMI/AMR infrastructure installed.

6.3 Planning, Design, and Inspection Fee

To recover the Agency's costs associated with reviewing development projects, a Planning, Design, and Inspection Fee will be assessed in lieu of a refundable deposit. This fee covers staff time and expenses related to engineering plan review, project coordination, construction inspection, and related administrative activities.

The fee as identified in Appendix A-12, will be calculated based on the developer's estimated construction cost, as indicated in the bid bond or engineer's estimate, and will be collected prior to the signature on the associated plan set. Because this is a fixed fee rather than a deposit, it is not subject to refund once paid. Additional fees may be collected due to excessive plan review cycles or multiple failed field tests during construction. Plan signature is valid for two years after the date of signature. If construction is not started during that two-year period then the plans would need to be reviewed again and a new fee would be required prior to signature.

6.4 New Meter Installation and Meter Setting Fees

To recover the Agency's costs associated with furnishing, installing, and setting new service meters, a New Meter Installation Fee and Meter Setting Fee shall be assessed as identified in Appendix A-12. These fees will be collected at the same time the Facility Capacity Fees are paid. The fees are based on the Agency's estimated reasonable cost of providing these services and may be periodically updated by the Board.

If the meter has not been installed and set within two (2) years of payment, the applicable fees shall be re-evaluated based on the Agency's fee schedule in effect at the time of installation. Any additional fee shall be paid prior to installation.

PART 7 – CREDIT

7.1 Establishing

As provided in Section 4.2, the payment of Potable or Recycled Water Service, including all bills, costs, loss, damage, penalties, charges, or fees regardless of user or use, in all cases shall be the responsibility of the Property Owner. Each Applicant for Potable or Recycled Water Service may be required to establish credit worthiness to the satisfaction of the Agency before service will be rendered. Applicant may establish credit worthiness with no deposit required if the Applicant can show that most recent prior service was not terminated for nonpayment for twelve (12) consecutive months from his/her previous Potable or Recycled Water Service provider, even if that provider was not the Agency. Prior service must have been in the Applicant's name in order to be used for the credit worthiness test.

7.2 Amount of Deposit

Where credit worthiness cannot be established to the satisfaction of the Agency pursuant to Section 4.2, a deposit may be required as provided in Appendix A-11 or an amount equal to, or projected to be, three (3) times the average monthly bill for the preceding twelve-month (12-month) period.

7.3 Refund of Deposit

Deposits for Potable or Recycled Water Service will be held by the Agency for a period of one (1) year from the date Potable or Recycled Water Service is provided to the subject Property. All other deposits will be held until the completion of the project or service is terminated. If Potable or Recycled Water Service is terminated during that one-year (1-year) period for nonpayment, the Agency shall retain the deposit until Potable or Recycled Water Service is ordered terminated by the Customer. If Potable or Recycled Water Service is not terminated during the first year, the Agency shall apply the deposit to the water billing or billings until the amount of the deposit is used in full. In the event the Customer requests termination, the Agency shall refund the remaining balance of any deposit, without interest, and less any accrued but unpaid water billing, within a reasonable time after termination of service. The remaining balance in excess of $5.00 will be mailed in the form of a check to the customer's last known address. In the event the Agency discovers damage, theft and/or unauthorized use of Agency facilities, services will be immediately discontinued, and billing of services terminated. All applicable charges and penalties will be deducted from the Customer's deposit as provided under Conditions of Potable or Recycled Water Service, Part 13. Applicable charges and penalties are provided in Appendix's A-10 and A-12. Any unclaimed deposit shall be held or retained by Agency pursuant to Section 50650, et seq., of the California

Government Code or any successor statutes thereto.

7.4 Joint Service

No joint service is allowed. An individual party will be solely liable for payment of bills. In those instances where more than one party applies for service, each party shall be severally liable for payment of bills.

7.5 Re-establishment of Credit

Subject to the provisions of the Residential Discontinuation Policy, a Customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due the Agency for the premises for which service is to be restored and may be required to pay a restoration fee as prescribed in Sections 6.2.4 and 6.2.5 under "Late or Restoration Fee" before service is restored by Agency personnel. In addition, the Customer will be required to deposit with the Agency such sums of money as determined by the Board from time to time, as specified in Appendix's A-11 and A-12. Deposits collected by the Agency are deposited into an account which does not accrue interest.

7.6 Bankruptcy of Customer

Pursuant to the Bankruptcy Code (Title 11, U.S.C., as amended from time to time), the Agency shall not alter, refuse or discontinue service to, or discriminate against, a Customer, or a trustee of a Customer, solely on the basis that a debt owed by the Customer to the Agency for service rendered before the order for relief was not paid when due. It shall be the responsibility of the Customer to supply the Agency with a copy of any applicable order for relief.

The Agency shall discontinue service if neither the Customer or the trustee, within 20 days after the date of the order for relief, furnishes adequate assurance of payment in the form of an advance payment for service after such date. As used herein, "adequate assurance of payment" shall mean an advance payment in an amount equal to the highest of the last 6 billings rendered to the Customer, or for the Customer's property if Customer has not occupied the property for that period of time, prior to the order for relief.

As used herein, "order for relief" shall have the same meaning as given to it in the Bankruptcy Code. The commencement of a voluntary case under the Bankruptcy Code shall constitute an order for relief. Service may be discontinued in accordance with the rules of the Agency upon non-payment for service rendered after the order for relief.

7.7 Past Due Account

The bill for Potable or Recycled Water Service is due on the Due Date (ten (10) days from the date the bill was generated, as signified by the date of the bill) and Potable or Recycled Water Service is subject to termination if the bill is not paid within sixty (60) days from the Due Date.

Services terminated for delinquency shall not be restored until all outstanding charges are paid in full, including a fee for restoration of service as provided for in Section 6.2.4 and a late fee as provided for in Section 6.2.3. An updated application may be required.

If the manner of payment of the past due amount is not accepted by the paying bank for any reason, and the Agency had properly notified the customer of a pending termination of service per these Rules and Regulations prior to receipt of the rejected payment, Potable or Recycled Water Service may be terminated immediately without further notice. Potable or Recycled Water Service will not be restored until all outstanding charges are paid in full, including a returned payment charge, as applicable and provided in Section 6.2.5.

A Customer having a past due account on one Property may not receive Potable or Recycled Water Service on another Property until the past due account has been paid, including penalties, if any. A Customer whose Potable or Recycled Water Service has been terminated for nonpayment of a past due account or whose deposit has been applied in whole or in part to the payment of any past due account, will be required to make a cash deposit in accordance with Section 8.21. Additionally, when Potable or Recycled Water Service has been terminated for nonpayment, all charges may be transferred to another account held in the sole name of the same Owner and the Owner shall be given written notice of that transfer. This account shall become past due if payment is not made within sixty (60) days from the date of past due transfer and will be subject to Part 9, Termination of Potable or Recycled Water Service. The Agency may file liens against the Property, or any properties owned by the past due Customer within the state of California to enforce collection of past due accounts as provided in Water Code Section 31701.5.

PART 8 – BILLING

8.1 General Provisions

The Property Owner is liable for payment of bills, costs, loss, damage, penalties, charges, or fees regardless of user or use for water or other services provided to the Property for all Potable or Recycled Water Service from the acquisition date of the property until such time as the property is transferred to new ownership. The Property Owner is responsible to provide the Agency with a notice to stop Potable or Recycled Water Service in a form and manner determined by the Agency in accordance with Section 4.2.9.

8.2 Rendering and Payment of Bills

Bills for service will be rendered on a monthly basis, at the option of the Agency. Bills for service are due on the tenth (10th) day from generation, as signified by the date of the bill, and Potable or Recycled Water Service is subject to termination if the bill is not paid within sixty (60) days from the Due Date. In the event the payment is not received by the forty-fifth (45th) from the date of generation, the Customer will be assessed a late charge as specified in Appendix A-12.

Payment may be made at the office of the Agency or to any representative of the Agency authorized to make collections. However, it is the Customer's responsibility to assure that payments are received at the Agency's office in a timely manner.

8.3 Potable or Recycled Water Service Information on Bill

The bill may show one or more of the following charges: Variable Water Charge, Service Charge, or Special Charge and Total Amount Due. In addition, the bill will show the Customer’s account number, the date of billing, the service location, and the address to which the bill was mailed.

The following information may also be included on the bill: Customer’s water target for the period, Customer’s actual water usage for the period, Customer’s water efficiency rating and the Customer’s water usage history.

Information shown on the Customer’s bill may change at the General Manager’s discretion.

8.4 Person to be Billed

Charges will be the responsibility of the Property Owner. The Property Owner may

authorize, in writing, that a second party, such as a Tenant may establish service in their name as provided for in Section 4.2.9, or a Tenant or Tenants may establish service as provided in the Residential Discontinuation Policy. To the extent permitted by law, the Property Owner shall be held responsible for payment of all amounts due for Potable or Recycled Water Service, including all bills, costs, loss, damage, penalties, charges, or fees regardless of user or use. The Property Owner may request for a copy of the bill to be sent to the Owner's mailing address as well. The Property Owner shall notify the Agency of any change in the ownership or occupancy of the Property at least two days prior to such change in a manner deemed acceptable by the Agency.

8.5 Payment

The bill for Potable or Recycled Water Service is due and payable on the tenth (10th) calendar day from the date the bill is generated. A bill will become subject to a late charge if it is not paid within forty-five (45) days from the date the bill is generated. Potable or Recycled Water Service is subject to termination if a bill is not paid within sixty (60) days from the Due Date.

8.6 Adjustment of Bill

The Customer may request, in a manner deemed acceptable by the Agency and as specified in Section IV of the Residential Discontinuation Policy, an adjustment to the Potable or Recycled Water Service charges billed for one of the following reasons:

8.6.1 Estimated meter reading

8.6.2 Water meter accuracy

8.6.3 Adjustment of bills for excessive consumption

8.7 Estimated Meter Reading

A bill based upon an estimated meter reading, as provided in Section 8.6, may be adjusted at the Customer’s request and as approved by the Agency. Billing adjustments related to an estimated meter reading will be limited to the period for which the meter reading was estimated.

8.8 Opening Bills

Opening Bills for less than the normal billing period shall be prorated both as to minimum charges and water consumption.

8.9 Closing Bills

Closing bills for less than the normal billing period shall be prorated both, as to minimum charges and water consumption.

8.10 Separate Billings for Each Meter

Each meter on a Customer's premises will be considered separately and the readings of two or more meters will not be combined except where the Agency's operating convenience or necessity may require the use of more than one meter or a battery of meters. In the latter case, the meter readings will be combined for billing purposes.

8.11 Late Fee

A late fee of ten ($10) dollars will be charged when an account has not been paid before the Overdue Notice is generated.

A Late Fee will be charged as a potable or recycled water account becomes past due provided that: (a) the account has a past due balance exceeding twenty dollars ($20); and (b) are not paid within forty-five (45) days from the date the bill is generated. Customers with timely payment histories during the previous 12-month period prior to being charged a Late Fee may have the Late Fee waived upon request. The amount of the Late Fee is set forth in Appendix A-12, as said amount may be revised from time to time.

8.12 Alternative Payment Plans

As set forth in Section III of the Residential Discontinuation Policy, any Customer, who is unable to pay for water service within the normal payment period, may request amortization of the unpaid balance over a period not to exceed twelve months in order to avoid disconnection of potable service for nonpayment, or may request another type of alternative payment arrangement described in that section. The Agency will consider all circumstances surrounding the request and make a determination as to whether amortization or any other specified alternative payment arrangement is warranted.

8.12.1 Amortization Payment Plan

Upon request from the Customer, an amortization plan or other alternative payment arrangement will be entered into between the Agency and the Customer. The amortization plan will amortize the unpaid balance over a period determined by the Agency, not to exceed twelve (12) months, with payments added to the Customer's regular bill. Any other alternative payment arrangement selected by the Agency shall ensure repayment of unpaid amounts within twelve

(12) months, subject to further extension at the Agency's discretion.

The Customer will be charged an administrative fee representing the cost to the Agency of initiating and administering the plan. The plan shall include a charge for interest of ten percent (10%) per annum or the maximum legal rate, whichever is lower, on the unpaid balance, subject to waiver as specified in the Residential Discontinuation Policy.

8.12.2 Certification by Physician

See Section II(C) of the Residential Discontinuation Policy with respect to the potential to defer termination of Potable or Recycled Water Service.

8.12.3 Compliance with Plan

The Customer must comply with the amortization plan, or other alternative payment arrangement, and remain current as charges accrue in each subsequent billing period. The Customer may not request further amortization of any subsequent unpaid charges while paying past due charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan for at least sixty (60) days will result in termination of Potable or Recycled Water Service as specified in Section III of the Residential Discontinuation Policy and further requests for amortization will not be granted for a period of at least twelve (12) months.

8.13 Disputed Bills

See Section IV of the Residential Discontinuation Policy for the required appeals procedures.

8.14 Adjustment of Bills for Excessive Consumption

It is the Customer's responsibility to properly maintain the property's private plumbing water system, including irrigation systems and water features. A leak in the Customer's water system is the sole responsibility of the Customer and the Agency charges for all water that records and passes through the water meter. In addition to the appeals process set forth in Section IV of the Residential Discontinuation Policy, if a Customer requests the Agency to review a bill for water service due to excessive consumption, the Agency may grant an adjustment subject to the conditions below.

8.14.1 Verified Adjustments

Verified adjustments for high consumption may be granted to Customers when there is explained high consumption such as a water leak on the Customer's property. The Agency, after investigation, shall find all of the following:

1. The meter must be re-read, may be field tested, and verified as accurate.

2. The Customer made the request for billing review within 60 days of the first bill date reflecting excessive consumption.

3. Upon notification of excessive water consumption, the Customer took prompt action to locate the leak and complete repairs within 30 days. Notification to the Customer may take the form of a billing statement, written communication to the Customer, a courtesy phone call or a notice left at the property.

4. Proof of repair, including copies of repair bills or photographs, is required.

5. The Customer did not have a verified adjustment in the previous 12-month period prior to the bill with excessive consumption.

6. No adjustment shall be made for any period longer than two consecutive billing periods or for water delivered 30 days after the Agency notifies the Customer of the excessive use.

7. Consumption must have returned to historical use.

8. No more than one verified adjustment shall be made for excessive consumption within a rolling 60-month period.

8.15 Agency Initiated Billing Adjustment

If the Agency discovers that a billing error has been made related to meter reading against a Customer's account, the Agency will immediately take all reasonable steps to correct the billing. If the Customer has been under-billed, the Agency reserves the right to go back six (6) months to recalculate the amount due and payable and the General Manager, or designee may provide for reasonable payment arrangements for the balance due to be paid. If the Agency has over-billed the Customer, the Agency shall go back no longer than six (6) months to recalculate the amount of over-billing refund due to the Customer.

8.16 Adjustment of Bills for Meter Error

In addition to the appeals process set forth in Section IV of the Residential Discontinuation Policy, the Customer may request an adjustment of the bill because of meter error. Such a request must be made in writing and the rules set forth in Section 6.2.6, Meter Test Charge, will apply. The Agency will proceed, within one week, to test the Customer's meter; the meter will be tested in an "as found" condition, in order to determine the average meter error. If the average meter error is found to exceed 2 percent, that is if quantities of water recorded by the meter are outside of a range between 98 percent and 102 percent of the actual quantities of water passed through the meter during the test, the following billing adjustments will be made.

8.16.1 Fast Meters

The Agency will refund to the Customer the amount of the overcharge based on corrected meter readings of the period the meter was in use and determined to be incorrect, but not to exceed a period of six months.

8.16.2 Slow Meters

The Agency may bill the Customer, at its option, for the amount of the undercharge based upon corrected meter readings for the period the meter was in service and determined to be incorrect, but not to exceed a period of six months.

8.16.3 Non-Registering Meters

The Agency may bill the Customer according to an estimate of water consumed while the meter was not registering, but not exceeding a period of six months. This estimate will be based on the Customer's prior use during the same season of the previous year if conditions were unchanged during the year, or on a reasonable comparison of consumption of other similar Customers during the same period.

8.16.4 General

If the meter error is caused by some event, the date of which can be determined, then the billing adjustment will be made for the period of time since the date of such event; such a period may exceed the six-month limitation for fast meters and the six-month limitation for slow or non-registering meters, as stated in 1 through 3 above.

8.17 Past Due Bills

The following rules apply to Customers whose bills remain not paid forty-five (45) days from the date the bill is generated.

8.17.1 Small Balance Accounts

In any billing, if less than a minimum bill remains unpaid, it may be carried over, and added to, the next billing period.

8.17.2 Overdue Notice

If payment for a billing period is not received by the forty-fifth (45th) day from the date the bill is generated, an Overdue Notice will be mailed to the water service Customer at least seven (7) business days prior to actual disconnection. The Notice will include a late fee. Upon receipt of an Overdue Notice and up to the date set for disconnection, the Customer may request an amortization payment plan or other alternative payment arrangement, as the Agency may select, pursuant to Section 8.12.

8.17.3 Notice to Residential Tenants/Occupants in an Individually Metered Residence

See Section II(F) of the Residential Discontinuation Policy.

8.17.4 Notice to Tenants/Occupants in a Multiunit Residential Structure with Service through a Master Meter

See Section II(F) of the Residential Discontinuation Policy.

8.17.5 Disconnection Deadline

Water service charges and late fees must be paid on or prior to 4:30 p.m. on the day specified in the Overdue Notice.

8.17.6 Waiver of Overdue Notices to Public Agencies

Public agencies, because of usual sound financial base and variations in warrant payment procedures, will not be sent past due notices for past due payment of current accounts.

8.18 Notification of Returned Payment Disposition

Upon receipt of a returned payment taken as remittance of water service or other charges, the Agency will consider the account not paid and may terminate Potable or Recycled Water Service. Potable Water Service termination as specified in Section II(B)(6) of the Residential Discontinuation Policy. If an Overdue Notice has already been provided to the customer, the Agency may proceed with termination of Potable or Recycled Water Service in accordance with that notice if payment is not subsequently made. If an Overdue Notice has not already been provided to the customer and the bill is not yet past due, the Agency will promptly notify the customer of the returned payment and all applicable charges. If the bill remains unpaid as of the forty-fifth (45th) day from the date the bill is generated, then the Agency will issue an Overdue Notice to the customer.

Water service will be disconnected if the amount of the returned payment and returned payment charge are not paid on or before the date specified in the Notice of Termination. All amounts paid to redeem a returned payment and to pay the returned payment charge must be cash or certified funds.

8.19 Returned Checks for Previously Disconnected Service

In the event the Customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment, and as a result, the Agency restores service, the Agency may disconnect service notice upon at least ten (10) days' written notice.

8.20 Returned Checks Requiring Cash or Certified Funds

Any Customer issuing a non-negotiable check for payment to restore service turned off for non-payment, may be required to pay, for one year, cash or certified funds to have service restored if turned off again within this time period for non-payment.

8.21 Pre-Payment upon Receipt of a Non-Negotiable Check

Any customer issuing a non-negotiable check as payment for water charges may be required to deposit with the Agency such sums as the Agency may establish for re-establishment of credit, as provided in Sections 7.5.

8.22 Create a Lien

If the Customer's bill remains unpaid for sixty (60) days after the Due Date, after notice to the Customer or the property owner, the Agency may file a Certificate in the Office of

the County Recorder specifying the amount of the charges and the name and address of the person liable therefore, which Certificate shall create a lien.

A lien created pursuant to this procedure shall, in the sole discretion of the Agency, attach either to the property to which service was provided, or to any property in the County owned by the individual responsible for payment.

PART 9 – TERMINATION OF POTABLE OR RECYCLED WATER SERVICE

9.1 Agency Initiated

The Agency has the right to terminate Potable or Recycled Water Service if the Customer fails to comply with these Regulations, including the Residential Discontinuation Policy. In addition, if the Customer receives and fails to pay for Agency services or fees, the Agency has the right to terminate Potable or Recycled Water Service.

9.2 Termination Procedures

When delinquency occurs, the Agency will provide to the Customer notice of the delinquency and impending termination of Potable or Recycled Water Service in accordance with the Residential Discontinuation Policy at least seven (7) business days prior to the proposed termination by telephone, or a notice mailed, postage prepaid, to the Customer's service and billing address. The Agency shall notify the Property Owner or authorized agent of impending termination if Property Owner has authorized a second party to receive billing statements.

If the Agency is unable to make contact with the customer by telephone, and written notice is returned through the mail as undeliverable, the Agency shall make a reasonably good faith effort to visit the residence and leave or make other arrangements for placement in a conspicuous place, a notice of imminent termination of Potable or Recycled service for nonpayment.

9.2.1 As set forth in Section II(B)(1) of the Residential Discontinuation Policy, the Overdue Notice shall constitute notice of the impending termination of Potable Water Service and shall include:

1. The Customer's name and address.
2. The amount of the delinquency.
3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
4. A description of the process to apply for an extension of time to pay the past due charges.
5. A description of the procedure to petition for bill review and appeal.

6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the past due residential service charges, consistent with the Agency's policy to avoid discontinuation of Potable service for nonpayment.

9.2.2 Customer Appeal

If the Customer appeals their bill and submits a request for account review in accordance with Section IV of the Residential Discontinuation Policy, Potable Water Service shall not be discontinued while an appeal is pending. The Agency will thereafter determine if Potable Water Service shall be continued or terminated.

9.2.3 Potable Water Service through a Residential Master Meter

Before terminating Potable Water Service to residential Customers served through a master meter or individually metered Potable Water Service connection in a multiunit residential structure, mobile home park or farm labor camp where the owner, manager or farm labor employer is listed by the Agency as the Customer of record for the Potable Water Service, the Agency shall provide notice as specified in Section II(F) of the Residential Discontinuation Policy.

9.2.4 No Notice Required

Prior to termination of Potable or Recycled Water Service, notice is not required when the illegal noncompliance (i.e., tampering), violation or infraction of these Regulations by the Customer results, or is likely to result, in dangerous or unsanitary conditions on the Property or in the water system or elsewhere. In such cases, the Agency may order immediate termination of Potable or Recycled Water Service. For terms specific to recycled water, see Part 18.

9.3 Termination of Potable or Recycled Water Service initiated by the Agency

9.3.1 Termination of Potable or Recycled Water Service may also be initiated by the Agency under the following circumstances:

1. Where conditions of use have changed materially to the point where new or additional fees or charges are due or other charges in the Potable or Recycled Water Service are required or appropriate but the Customer refuses to agree to the additional fees or charges in the Potable or Recycled Water Service, the Agency may terminate the Potable or Recycled Water Service;

provided, however, that if the reason for the termination is the non-payment of such fees or charges after imposition by the Agency, then the Agency shall comply with the procedures set forth in the Residential Discontinuation Policy.

2. Where excessive demands by one Customer may result in inadequate Potable or Recycled Water Service to others or;

3. To protect itself against fraud or abusive conduct on the part of the Customer and,

4. As provided in this Section and in Parts 4, 13 and 18 of these Regulations.

   The Agency shall not terminate Potable Water Service by reason of delinquency in payment or otherwise cause cessation of Potable Water Services on any Saturday, Sunday, legal holiday, or at any time when Agency business offices are not open to the public.

9.4 Medical Provision

9.4.1 As provided in Section II(C) of the Residential Discontinuation Policy, Residential Service will not be terminated for nonpayment if all of the following conditions are met:

1. Customer submits certification of a primary care provider that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where service is provided;

2. Customer demonstrates he or she is financially unable to pay for water service within the Agency's normal billing cycle, including if the customer or any member of the customer's household is (a) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (b) the customer declares the household's annual income is less than 200% of the federal poverty level; and

3. Customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for a deferred or reduced payment with respect to all past due charges consistent with the Rules and Regulations. The repayment option provided should result in repayment of any remaining outstanding balance within twelve (12) months.

9.4.2 Residential service may be discontinued if:

1. Final notice of intent to disconnect service is posted at the property at least five (5) business days prior to the termination date where either of the following has occurred:

   a. Customer fails to comply and is at least sixty (60) days past due on the amortization agreement, alternative payment schedule or deferred or reduced payment plan; or

   b. Customer fails to pay current residential service charges for sixty (60) days or more while participating in an amortization agreement, alternative payment schedule, or a deferral or a reduction in payment plan for past due charges.

9.5 At Customer's Request

A Customer may have Potable or Recycled Water Service terminated by notifying the Agency at least two (2) business days in advance of the desired date of termination and by paying the charge as provided in Section 11.3. The Agency may require the notice to be in writing, either electronic or paper. The Monthly Service Charge will continue to be assessed in accordance with Section 6.2. Potable or Recycled Water Service will only be terminated during the Agency's normal working hours and working days unless approved by the Agency in advance.

9.6 Permanent Termination of Service

A Customer may have Potable Water Service permanently terminated as provided for in Sections 11.1.

PART 10 – RESTORATION OF POTABLE OR RECYCLED WATER SERVICE

10.1 General Provisions

A Customer whose Potable or Recycled Water Service has been terminated may have it Restored and must pay a restoration fee as set forth in Section 6.2.4. The Agency will endeavor to make reconnections as soon as practicable, to suit the Customer's convenience; however, the Agency shall make the reconnection before the end of the next regular working day following the Customer's request and payment of any applicable reconnection charges pursuant to Appendix A-8. The Agency reserves the right not to reconnect water service if a spinning meter is detected at the property. This precaution is intended to prevent issues such as water wastage, system inefficiencies or potential damage to the property and its surrounding areas. A door tag will be hung if customer contact is not made.

If Recycled Water Service has been terminated due to a cross-connection incident or other safety issue, additional restoration requirements apply. See Part 18.

10.2 Unauthorized Restoration

No Person shall turn on water at the meter, once it has been shut off by the Agency, or interfere with or remove a meter from any Service Connection.

If the Customer turns on the meter stop or permits or causes it to be turned on after it has been turned off by the Agency, the Agency will again turn off the Potable or Recycled Water Service Connection and remove the meter or seal the meter. An additional charge, as provided in Appendix A-8, shall be collected before Potable or Recycled Water Service is Restored.

PART 11 – TURN ON AND TURN OFF PROCEDURES AND CHARGES

11.1 Permanently Discontinue Water Service

A Customer must request that water service be discontinued permanently. Such a request must be made by giving at least two working days' advance notice to the Agency. If such notice is not given, all charges applied to the Customer's account will be the sole responsibility of the current Customer until the Agency is notified, the account is closed and the water service is either turned off or at which time a new Customer has accepted responsibility by completing the necessary application forms as set forth in Section 4.2. The Agency does not backdate any disconnection of water service.

11.2 Temporary Turn-off of Water Service "Emergency"

A Customer must request that the water service be turned off for any emergency that causes water to flow from the meter or Customer's property due to a water leak. Water service that is turned off by any person other than Agency personnel or without Agency authorization is prohibited and may be subject to fines or additional charges or fees.

11.3 Turn-off by the Agency

The Agency may disconnect a Customer's service for various reasons that are listed below. Such involuntary disconnections are affected by turning off and locking the meter, thereby stopping the water service; the Agency will make a reasonable attempt to notify the Customer of disconnection in person or will place a disconnection notice on the premises served by the disconnected meter prior to termination. Any disconnection by the Agency shall result in a charge to the Customer, as provided in Section 6.2.3.

Reasons for involuntary disconnection include, but are not limited to, the following:

11.3.1 Non-Payment of Bills

A service may be disconnected for non-payment of periodic bills as specified in the Residential Discontinuation Policy. Before a service is disconnected, the Customer will be notified by an Overdue Notice as set forth in Sections 8.18.2. A service may be disconnected for non-payment of bills of a Customer whether or not the payment delinquency is associated with water service at that service connection or at any other water service connection of that same Customer.

11.3.2 Non-Compliance with Rules

The Agency may discontinue service to any Customer for violation of the

Agency's rules and regulations after it has given the Customer at least five (5) days' written notice of such intention and the violation remains uncured. Where safety of water supply is endangered, service may be discontinued immediately without notice.

11.3.3 Water Waste

In order to protect against serious and or negligent water waste, the Agency may at its discretion, temporarily turn off the water service to the property at which said water waste is taking place as provided in Section 12.1. The Agency may require any leaks or water waste practices to be remedied, or the flow of water mitigated prior to the reconnection of water service to the property as to not promote or prolong any water waste event to the detriment of the Agency and its Customers.

Upon reconnection of water service by any non-Agency personnel and the failure of the Customer to correct any water waste event, the Customer's water service shall be terminated. Service will be restored only after the water waste has been remedied, and Customer has paid the reconnection charge as set forth in Appendix A-8. Any damage caused by the temporary or permanent disconnection of water service due to any serious and or negligent water waste shall be the sole responsibility of the Customer.

11.3.4 Unsafe or Hazardous Conditions

The Agency may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the Customer's premises. The Agency will immediately notify the Customer of the reasons, and the necessary corrections required before reconnection. Such unsafe or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to the Customer, the Agency or to the Agency's other customers.

11.3.5 Fraudulent Use of Service

When the Agency has discovered that a Customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that Customer may be discontinued without notice. The Agency will not restore service to such Customer until that Customer has complied with all applicable rules and reasonable requirements of the Agency and the Agency has been reimbursed for the full amount of the service rendered and the actual cost to the Agency incurred by reason of the fraudulent use.

11.3.6 Emergency

The Agency has personnel on call twenty-four (24) hours a day, seven (7) days a week to assist Customers whose water service has previously been turned off for an emergency. The Customer must contact the Agency to request that the water service be turned back on to ensure that no damage occurs when turning the water back on. Water service that is turned on by any person other than Agency personnel or without Agency authorization is in violation of Section 10.2 and may be subject to fines or additional charges or fees.

PART 12 – WATER EFFICIENCY AND CONSERVATION

12.1 General Provisions

Water efficiency and conservation are critical components in the Agency's comprehensive strategy for meeting current and future water needs to its Customers. Water use regulations effectively reduce waste and fulfill regulatory requirements of the Agency's applicable ordinances and the State of California as stated in EO-B-37.16, Making Water Conservation a California Way of Life. As a condition of service, Customers of the Agency must use water delivered through the Agency's system in a manner that promotes efficiency and avoids waste. See the Agency's Water Shortage Contingency Plan and Water Conservation and Water Shortage Ordinance for additional information.

12.2 Use of Water Saving Devices and Practices

Each Customer of the Agency is urged to install devices to reduce the quantity of water to flush toilets and to reduce the flow rate of showers. Each Customer is further urged to adopt such other water usage and re-usage practices and procedures as are feasible and reasonable.

12.3 Use of Recycled Water

Where recycled water is available and, where consistent with applicable law, the Customer shall use such recycled water for landscape irrigation and other non-potable applications. Separate facilities shall be utilized for the transportation and delivery of recycled water. See Part 18 for additional recycled water requirements.

12.4 Rules and Regulations

The Agency may adopt such rules and regulations imposing restrictions on the use and consumption of water as it may deem appropriate. Violation of Agency regulations governing water conservation may result in termination of service, as provided in Section 9.1. See the Agency's Water Shortage Contingency Plan and Water Conservation and Water Shortage Ordinance

12.5 Cross Connections

The Agency has a Cross-Connection Control Program (CCCP). The CCCP incorporates such a plan (see Appendix A-12 for Non-Compliance Fee) and can be requested from the Agency.

12.6 Unlawful Acts

In order to protect public water supplies, certain acts are, by state law, misdemeanors punishable by fines or imprisonment in the county jail for not more than one year or in the state prison, or statutory violations subject to penalties and civil action for damages. The Agency will report any water theft to the appropriate prosecuting agency and press for prosecution of said activity pursuant to the Penal Code. Among the more significant statutes involving criminal acts or actionable civil violations with respect to water systems are:

12.6.1 CA Penal Code Section 498

It is a misdemeanor to tamper, divert, and make connection or reconnection to any Agency meters, hydrants or facilities with intent to obtain for himself or herself utility services without paying the full lawful charge and without the authorization or consent of the utility.

12.6.2 CA Penal Code Section 592

Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume, or reservoir used for the purpose of holding or conveying water for manufacturing, agricultural, mining, irrigating, generation of power, or domestic uses is guilty of a misdemeanor.

12.6.3 CA Penal Code Section 607

Every person who damages and/or operates without authorization canals, flumes, embankments, reservoirs or other water storage and transmission facilities is guilty of vandalism under Penal Code Section 594.

12.6.4 CA Penal Code Section 624

Every person who willfully breaks, digs up, obstructs, or injures any pipe or main for conducting water, or any works erected for supplying buildings with water, or any appurtenances or appendages connected thereto, is guilty of a misdemeanor.

12.6.5 CA Penal Code Section 625

Every person who, with intent to defraud or injure, opens or causes to be opened, or draws water from any stopcock or faucet by which the flow of water is controlled, after having been notified that the same has been closed or shut for specific cause, by order of competent authority, is guilty of a misdemeanor.

12.6.6 CA Health and Safety Code Sections 116975 to 117000

Any act that leads to the pollution of any conduit or reservoir.

12.6.7 CA Civil Code Sections 1882.1 and 1882.3

Unauthorized taking of Agency water, making unauthorized connections to, tampering with, diverting water from, or interference with Agency property or facilities, including fire hydrants, hydrant meters, or fire detector checks, shall constitute water theft and is subject to civil penalties and a rebuttable presumption of violation.

12.6.8 CA Government Code Section 53069.46

Authorizes the Agency to establish administrative penalties for unauthorized connections to, and use of, a fire hydrant, hydrant meter, or fire detector check.

12.7 Damage to Fire Hydrants or other Above Ground Service Connection

When any person, company, or agency is determined to be the responsible party that has caused damage of a fire hydrant or blow off valve, the Agency may charge that party with all costs necessary to repair the damages and the cost of water loss computed on basis of duration of flow and flow rate.

12.8 Private Fire Protection Service

All facilities utilized by the Customer in providing private fire protection to the premises are the property of the Customer, who shall be responsible for the costs of installation, repair and maintenance of the private fire protection system.

12.9 Use and Testing

Upon prior written request and approval of the Agency, the Customer may test the system at no cost. Testing a private fire protection system without prior Agency approval

constitutes Unauthorized Water Use and shall result in a fine as provided in Section 6.2.10.

There shall be no water used through the private fire protection system, except to extinguish fires and for testing.

12.9.1 No Connection to Other System

There shall be no connection between the private fire protection system and any other water distribution system on the premises.

12.9.2 Rates

The monthly charge depends on the size of the detector check, as set forth in Appendix A-2. Allowable uses are for testing with prior Agency approval, or to fight a fire, which has been reported to the fire department.

For testing, variable water charges are waived. No charge will be made for water used to fight a fire.

12.9.3 Water for Fire Storage Tanks

Occasionally, water may be obtained from a private fire protection system to fill a storage tank that is part of the fire protection system, but only with prior written authorization from the Agency and only where an approved means of measuring the flow quantities is available. Water so used will be billed at regular service rates.

12.10 Water Leak Adjustment Policy

Occasionally, the Agency is asked to adjust a customer's bill because of high water consumption on the customer's side of the meter due to unanticipated water leakage. The primary responsibility to maintain and monitor water use, plumbing, and security from vandalism belongs to the customer or property owner with respect to water on the customer's side of the meter.

As set forth in Section 8.15, excessive water use due to leaks may qualify for a leak adjustment. This is an effort to relieve the customer from the rare occurrence of those leaks uncommon or catastrophic in nature and beyond the control of the customer. Definitions of a verified adjustment and reporting process are presented in Section 8.15.1.

This policy may be amended from time to time by action of the Board of Directors.

12.11 Identity Theft Prevention Policy

The Federal Trade Commission ("FTC"), as part of the implementation of the Fair and Accurate Credit Transaction (FACT) Act of 2003, requires financial institutions and creditors holding consumer or other covered accounts to develop and implement a written Identity Theft Prevention Program which provide for detection of and response to specific activities ("Red Flags") which could be related to identity theft.

The Agency staff will review the effectiveness of this policy annually, document any significant incidents involving identity theft and actions taken and include recommendations for material changes to the program.

12.12 Unauthorized Fire Hydrant Use and Enforcement

Unauthorized opening, operation, connection to, diversion from, tampering with, or use of any Agency-owned fire hydrant, hydrant meter, fire detector check, or fire protection appurtenance is strictly prohibited. Fire hydrants connected to the Agency's Potable Water System are for the exclusive use of the Agency and organized fire protection agencies. Any non-authorized individual or entity must obtain written authorization from the Agency prior to the use of any hydrant or hydrant meter.

12.12.1 Unauthorized Fire Hydrant Use includes, but is not limited to:

- Operating a fire hydrant without Agency authorization.
- Connecting hoses, fittings, or temporary piping to a fire hydrant without written Agency authorization.
- Diverting water from a hydrant or hydrant meter without payment of all lawful charges.
- Bypassing, tampering with, damaging, or altering any hydrant, hydrant meter, fire detector check, or hydrant appurtenance.
- Using or attempting to use hydrant water for construction, dust control, irrigation, filling of tank trucks, or any other purpose without an Agency-issued permit, meter, or written authorization.
- Failure to comply with operating instructions or conditions of use issued by the Agency.

12.12.2 State Law and Enforcement Authority

Unauthorized Fire Hydrant Use shall be subject to all applicable federal, state, and local laws, including but not limited to Civil Code Sections 1882.1 and 1882.3 and Government Code Sections 53069.45 and 53069.46, which classify the

tampering with, unauthorized diversion of water from, and unauthorized connection to a fire hydrant, fire hydrant meter, or fire detector check as water theft and authorize civil penalties and administrative fines and civil action to recover damages. The Agency shall refer instances of water theft to the appropriate prosecuting agency pursuant to Section 12.6.

12.12.3 Penalties

In addition to any penalties established by law, unauthorized use of a fire hydrant, hydrant meter, or fire detector check shall be subject to the penalties listed in Appendix A-10, including but not limited to:

- Statutory penalties for unauthorized hydrant use.
- Estimated or measured costs of unauthorized water consumption.
- Costs for repair or replacement of damaged hydrants, hydrant meters, fire detector checks, fittings, or appurtenances.
- Labor, equipment, investigation, water loss, cross-connection assessment, or emergency response costs resulting from unauthorized use.
- Penalties for damaging, or unauthorized use of, Agency equipment or infrastructure.
-

12.12.4 Termination, Disconnection, and Enforcement Actions

The Agency may immediately terminate Potable or Recycled Water Service to any Customer involved in unauthorized fire hydrant use as permitted under Part 9. The Agency may also withhold or deny Temporary or Permanent Service Connections, hydrant meter permits, or construction water accounts to any Applicant or Customer found to be in violation of this Section 12.12.

12.12.5 Liability

Property Owners, Customers, contractors, subcontractors, water haulers, or other Persons engaged in unauthorized fire hydrant use shall be jointly and severally liable for all penalties, charges, damages, water loss, and enforcement costs assessed by the Agency.

12.12.6 Appeals

Any Person assessed penalties or charges pursuant to this section may appeal in accordance with the procedures set forth in Part 16 – Enforcement and Appeals.

PART 13 – CONDITIONS OF POTABLE OR RECYCLED WATER SERVICE

13.1 General Provisions

13.1.1 Maintenance of Potable or Recycled Water Service

The Agency will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water to the Customer and to avoid any shortage or interruption of delivery of same. The Agency is not liable for interruption, shortage, insufficiency of supply or any loss or damage occasioned thereby, if same is caused by accident, act of God, fire, strike, riot, war or any other cause not within its control.

13.1.2 Suspension of Potable or Recycled Water Service

The Agency, whenever it finds it necessary for the purpose of making repairs or improvements to the Water System, may suspend Potable or Recycled Water Service temporarily. This temporary suspension of service will inactivate a fire suppression system that is provided water through the Customer's service connection. In all such cases, a reasonable notice thereof, as circumstances will permit, will be given to the Customer. The making of such repairs or improvements will be done as rapidly as practicable and, if practicable, at such times as will cause the least inconvenience to the Customers.

13.1.3 Pressure

The Agency attempts to operate the Potable Water System within a static pressure range between forty (40) to one hundred fifty (150) pounds per square inch (psi) and the Recycled Water System within a static pressure range between sixty (60) to one hundred fifty (150) psi. However, there are times and areas where static water pressure is outside this range. Applicants connecting to the Potable or Recycled Water System in an area with a static water pressure below sixty (60) psi may be required to execute a Low-Pressure Agreement. If the static water pressure exceeds eighty (80) psi, an individual pressure regulating valve is required on the Customer Service Line as required by the Uniform Plumbing Code for Potable water and recommended for recycled water.

The Agency assumes no obligation to deliver water to elevations higher than its existing facilities serve. Where Properties are situated at such an elevation that the Applicant cannot be assured of a dependable supply from the Potable or Recycled Water System and/or the desired rates of flow and/or pressure required by the particular operation to be conducted on the Property cannot be assured by

the Agency, the Applicant, in consideration of Agency approval of a Service Connection, accepts such Potable or Recycled Water Service as the Agency is able to render from its Water System. The Applicant agrees to construct, if necessary, and maintain at its sole expense on its Property, a tank and/or a booster pump of sufficient capacity to furnish an auxiliary supply of water at such times as pressure in the Potable or Recycled Water System may be insufficient to supply the Property with water. In addition, a backflow prevention device will be required in accordance with the Agency's Cross Connection Control Plan. The Applicant will be required to execute a written release to the Agency for all claims for failure to furnish an adequate water supply.

Due to topography, and other causes, the water pressure is not uniform over the Agency's Service Area. The installation of new Potable or Recycled Water Infrastructure and/or modifications to the Water System operation, may result in water pressure changes to various areas within the Service Area. The Agency will attempt to maintain adequate pressure and/or flow at all existing Service Connections; however, Customers dependent upon a continuous water supply shall provide adequate storage for emergencies and to prevent damage, at their sole expense, if required by the Agency.

13.1.4 Responsibility

The Agency owns, operates and maintains the Service Connection, up to and including the meter. The Property Owner is responsible for the Customer Service Line after the meter.

The Agency is not responsible for the delivery of water through private pipelines or any damage resulting from the operation of same.

13.1.5 Liability

The Customer waives any and all claims of any nature against the Agency, except those related to gross negligence on the part of the Agency and releases the Agency from any liability for damage to the Customer's system, Property and appliances from any cause whatsoever not resulting from gross negligence on the part of the Agency. The Customer further waives any and all claims of any nature against the Agency and releases the Agency from any liability for losses or damage to the Property receiving Potable or Recycled Water Service, which may involve quantity, quality, foreign material, time or occasion of the delivery of Potable or recycled water by the Agency.

13.1.6 Damage to Meter by Hot Water

The Customer shall be liable for damage to the meter caused by hot water from the Property. The deformation or warp of a disc or a registered figured disc of any meter shall be held to be prima facie evidence of such damage having been caused by the action of heat. Should such damage occur, the Customer will be notified to correct the plumbing conditions causing such damage and will be charged for the cost of repairs to the meter. Should the condition not be corrected, and the meter repair bill not paid within ten (10) days after notice, Potable or Recycled Water Service to the Property may be terminated and Potable or Recycled Water Service will not be Restored until the bill is paid, together with a charge for restoration of service, as provided for in Section 10.1.

13.1.7 Transfer of Meters

No Person shall transfer or move a meter to a new location without Agency authorization once it has been installed by the Agency at any Service Connection. Such transfer or removal will constitute an unauthorized connection or installation. The Customer is responsible for loss or damage to a meter from the time it is installed until it is removed by the Agency. Any Person who is determined by Agency staff to have violated the provisions of this section shall be subject to a penalty as provided in Appendix A-10; Potable or Recycled Water Service may be terminated, Agency facilities removed or locked off and the Agency may also file a civil action to recover damages as authorized by Water Code Sections 31080 and 31102.

13.2 Change in Water Usage

A Customer making any change to a Property that may result in a material increase of water demand originally described on the Potable or Recycled Water Service application shall immediately give the Agency a written notice of the nature of the change. Any such changes must then be approved by the Agency and/or modifications must be made at the Owner's expense and in conformance with Agency requirements. Failure to notify the Agency of such change or failure to comply with these regulations is considered an unauthorized use of potable or recycled water and shall result in costs and penalties as provided for in Appendix A-10.

13.3 Communication

13.3.1 To Customer

Nonemergency notifications from the Agency to a Customer will normally be given by telephone or in writing and either mailed or delivered to the street address described in the application for service. In cases where the Property Owner has authorized another party, such as a Tenant, to be billed, the Agency will also provide a copy of the notice to the Property Owner, at its request, as provided in Section 8.4.

Emergency notifications for small service areas including schools, hospitals, health care centers, day care centers, convalescent homes and other critical facilities will be accomplished by door-to-door contact, email, phone calls and door hangers using available potable or recycled water, water service and water quality personnel, such as the use site supervisor, and the billing information available to the Agency from the Customer's application form. Notification in the affected service area(s) will be completed within twenty-four (24) hours of being directed by DDW or the County.

Emergency notifications for large service areas including schools, hospitals, health care centers, day care centers, convalescent homes and other critical facilities will be performed through electronic communication. Agency Resources personnel will conduct a press conference where a notice by DDW or the County will be furnished to the news media. This includes all radio and television stations broadcasting in the area and all local and general area newspapers. Notification in the affected service area(s) will be completed within twenty-four (24) hours of being directed by the DDW or the County.

A map of the affected service area will be on display at the press conference and distributed to the media and to special telephone answering personnel who accept calls and answer questions from consumers twenty-four (24) hours a day. In addition, the map of the affected service area will be posted on the Agency's website.

13.3.2 To Agency

Nonemergency notifications from the Customer to the Agency may be given and accepted by any appropriate means of delivery, including but not limited to, electronically, by phone call, by mail or in person.

Customers shall contact the Agency's twenty-four-hour (24-hour) emergency

operators at (661) 294-0828 to request immediate assistance.

13.4 Conflict with Agency Potable or Recycled Water Infrastructure

Any Person making improvements or changes to its Property which may interfere with Agency easement rights, endanger Potable or Recycled Water Infrastructure or cause additional funds to be expended on operation and maintenance, shall be approved by the Agency.

13.5 Resale of Water

No Person shall enter into any contract or agreement to resell potable or recycled water it receives from the Agency. No Person shall deliver or cause to be delivered Potable or recycled water acquired from the Agency to any Property other than that described in the application for Potable or Recycled Water Service. Discovery of such action by the Agency may be cause for immediate termination of service without additional notification.

13.6 Unauthorized Use of Potable or Recycled Water or the Water System

13.6.1 Prohibited Actions

The actions listed below are prohibited by these Regulations; penalties are provided for in Appendix A-10. Unpaid penalties shall be included on the Customer's bill and will be due and payable before Potable or Recycled Water Service will be restored. The Property Owner is liable for payment of all unpaid bills, costs, loss, damage, penalties, charges, or fees regardless of user or use associated with the Unauthorized Use of Potable or Recycled Water or the Water System. In addition to these remedies, the Agency may, when applicable, pursue criminal penalties and any other available remedies, including immediate service termination, recovery of damages, and legal action.

A. To operate or attempt to operate a public or private fire hydrant or detector check, except for the suppression of fire or except when a permit for a Temporary Service Connection is issued, as provided for in Section 14.3.

B. To cause or permit the waste of water from the Water System or to maintain or cause or permit to be maintained any leaky outlets, apparatus or plumbing fixtures through which water is permitted to waste including, but not limited to, detector checks.

C. To use water for washing sidewalks and driveways in a manner that prevents the usual and customary use of public streets and sidewalks by others.

D. To permit water sprinklers to spray onto sidewalks and streets or to permit water to run from the Customer's Property onto public sidewalks and streets in such a manner as to cause risk and/or damage to the public or to public and private Property.

E. To cause or permit the waste of water by operating any equipment that uses water in a "single pass" operation. Examples of this use include, but are not limited to, water-cooled equipment (i.e. refrigerators, freezers, ice machines, chillers, cooling towers, air conditioners, heat exchangers, ice cream dispensers, yogurt dispensers and precoolers) and commercial vehicle washes (i.e. car and/or truck washes).

F. To change or alter the original intended use of the meter and what it serves.

G. Unauthorized use of any Agency fire hydrant, hydrant meter, or fire detector check.

13.6.2 Actions Subject to Criminal Prosecution

In addition to assessing penalties provided for in Appendix A-10, the Agency may seek criminal prosecution, as authorized by Section 498 of the California Penal Code for which any Person who, with intent to obtain for himself or herself Potable or Recycled Water Service without paying the full lawful charge therefor, or with intent to enable another Person to do so, or with intent to deprive the Agency of any part of the full lawful charge for Potable or Recycled Water Service it provides, commits, authorizes, solicits, aids or abets any of the following:

A. Diverts or causes to be diverted Potable or Recycled Water Service, by any means.

B. Prevents any Potable or Recycled Water Service meter, or other device used in determining the charge for Potable Water Services, from accurately performing its measuring function by tampering or by any other means.

C. Tampers with any Property owned by or used by the Agency to provide Potable or Recycled Water Service.

D. Makes or causes to be made any connection with or reconnection with Property owned or used by the Agency to provide Potable or Recycled Water Service

without the authorization or consent of the Agency.

E. Uses or owns the property that receives the direct benefit of all or a portion of Potable or Recycled Water Service and/or has knowledge or reason to believe that the diversion, tampering, or unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the Agency.

13.6.3 Objects, Circumstances or Conditions Subject to Criminal Prosecution

Furthermore, the Agency may seek criminal prosecution for the presence of any of the following objects, circumstances or conditions on Property controlled by the Customer or by the Person using or receiving the direct benefit of all or a portion of Potable or Recycled Water Service obtained in violation of Section 498 of the California Penal Code shall permit an inference that the Customer or Person intended to and did violate Section 498 of the California Penal Code:

A. Any instrument, apparatus or device primarily designed to be used to obtain Potable or Recycled Water Service without paying the full lawful charge therefore.

B. Any meter that has been altered, tampered with or bypassed so as to cause no measurement or inaccurate measurement of Potable or Recycled Water Service.

13.7 Ground Wire Attachment

Any Person is liable for any damage to the Water System or Agency personnel which may be occasioned by the attachment of any ground wire or wires to any plumbing which is or may be connected to the Water System.

13.8 Unused Service Connection

A Permanent Service Connection which has been inactive for a period of one hundred eighty (180) consecutive days may be considered unused and the meter may be removed by the Agency. Thereafter, any Person desiring service for the Property, or any portion thereof, formerly supplied by such inactive Service Connection shall make application for Potable or Recycled Water Service. In cases where the Agency has removed the meter from the Property, the Applicant will be required to pay the applicable charge for a permanent Service Connection installation. In cases where the meter has not been removed from the Property, the Applicant will be required to pay the current charge for Restoration of service as provided for in Section 10.1.

13.9 Quick Closing Valve

13.9.1 Operating Conditions

No Person shall install or use a quick closing valve or other device when such valve or device during its operation causes a water hammer or an abrupt change of pressure in the Water System. When such a condition exists, the Customer will be required to discontinue use of such valve or device immediately upon notification by the Agency and may be liable for costs to repair any damage caused to the Agency's Potable or Recycled Water Service Infrastructure.

13.9.2 Notice of Correction

If the notice of correction of such condition is not complied with, service will be discontinued until the correction is made by a proper installation to eliminate all such water hammer or abrupt change of pressure.

13.10 Responsibility for Equipment

The Customer shall, at its own risk and expense, furnish, install and keep in good and safe condition all of the equipment on the Customer's side of the meter that may be required for receiving, controlling, applying and utilizing water. The Agency is not responsible for any loss or damage caused by improper installation of such equipment, negligence, want of proper care or wrongful act of the Customer or of any of its Tenants, agents, employees, contractors, licensees or permittee in installing or maintaining, using, operating or interfering with such equipment. The Agency is not responsible for damage to Property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter.

13.11 Damage

Any Person who is determined by Agency staff to have violated the provisions of this section shall be subject to a penalty as provided in Appendix A-12, Potable or Recycled Water Service may be terminated, Agency facilities removed or locked off and the Agency may also file a civil action to recover damages as authorized by Water Code Sections 31080 and 31102.

PART 14 – PRIVATE FIRE SERVICE CONNECTION AND RESIDENTIAL FIRE SPRINKLER SYSTEM

14.1 General Provisions

When a Fire Protection Service Connection (PFPSC) is installed, the control valve will be left closed and sealed until a written order to tum on the water is received from the Property Owner. The Agency is not liable for damage of any kind or for any reason that may occur on or to the Property served.

14.2 Special Provisions

14.2.1 PFPSC

For all PFPSC sizes, a double check detector assembly, or required pressure detector assembly must be installed in accordance with the Agency's Cross Connection Control Plan.

14.2.2 PFPSC Charges

The Agency's charges for a PFPSC, as noted in this Section, are set out in Appendix A-2.

14.3 Authorized Purpose

A PFPSC shall be used for no other purpose than for the discharge of water in case of fire. Except for PFPSC installed in accordance with Section 14.2, water for firefighting purposes will be provided without charge in amounts as required.

14.4 Inspection and Tests

Agency employees have the right to enter the Property to make investigations and tests of the PFPSC. The Customer, or its designated representative, shall accompany the Agency employee(s) during such inspections and tests.

The Customer shall be responsible to conduct inspections and tests of its private fire protection system.

14.5 Option to Bill

If the Agency determines that a PFPSC is being used for purposes other than fire extinguishing or the testing of the fire line, the Agency will send a warning letter to the

Owner of the PFPSC. If, after thirty (30) days from the date the notice is sent, the unauthorized use continues, the Owner of the PFPSC shall be subject to a penalty as provided in Appendix A-10 and service may be terminated, and Agency facilities removed or locked off. The Agency may also file a civil action to recover damages as authorized by Water Code Sections 31080 and 31102. The General Manager may waive this penalty based upon good cause arising from the circumstances involved.

14.6 Termination of Service

14.6.1 PFPSC -Larger Than Two-inch (2-inch)

If water is used for purposes other than permitted herein, the Agency may terminate the PFPSC or may install a potable or fire flow meter at the Customer's expense, and thereafter, the service shall be classified as a Permanent Service Connection and will be billed at the prevailing charge as provided in Section 6.2. The Agency is not liable for damage which may result from said termination of service.

14.6.2 PFPSC -Two-inch (2-inch) or Less

1. Installed in Accordance with Section 14.2.1

The Agency may terminate service in accordance with Section 11.3, Termination of Service. The Agency is not liable for damage which may result from said termination of service.

If water is used for purposes other than permitted herein, the Agency may terminate the PFPSC, or the service shall be classified as a Permanent Service Connection and will be billed at the prevailing charge as provided in Section 6.2.

The Agency is not liable for damage which may result from said termination of service.

14.7 Residential Fire Sprinkler System

Effective January 1, 2011, Residential Fire Sprinklers are required by California Residential Code, Title 24, Part 2.5 for new construction.

14.7.1 General Provisions

A single Permanent Service Connection shall provide water service for both the

potable water and residential fire sprinkler portions of the Customer Service Line. It is the customer's or developer's responsibility to provide the Agency with the required potable water and residential fire sprinkler water demands. The customer or developer must provide a written request to the Agency that states that the meter size requested will meet potable and fire service requirements and will comply with all applicable codes and regulations.

14.7.2 Special Provisions

A reduced pressure backflow device will be required when the premise is also served by a non-potable water source. Additional requirements for when the non-potable source is recycled water are included in Part 18.

14.7.3 Termination of Service

The Agency may terminate service in accordance with Section 11.3, Termination of Service. The Agency is not liable for damage which may result from said termination of service.

PART 15 – CROSS-CONNECTION CONTROL PLAN

15.1 General Provisions

The Agency has developed a Cross-Connection Control Plan (CCCP) to protect the potable water supply against actual or potential Cross Connections by isolating, within the Property, contamination or pollution that may occur because of undiscovered or unauthorized Cross Connection on the Property. The provisions set forth in the CCCP are in accordance with Titles 17 and 22 of the California Code of Regulations.

The provisions set forth the CCCP shall be in addition to and not in lieu of the controls and requirements of other provisions of these Regulations or of other regulatory agencies, such as local governmental agencies and local and State Health Departments but may report same to other appropriated agencies if discovered: The Agency is not responsible for abatement of Cross Connections which may exist within the Customer's Property.

The Agency has developed an active Cross-Connection Control Plan with a certified Cross Connection Control program coordinator to administer the program. Upon request, the Agency will provide a copy of the CCCP. Any questions or notifications regarding Cross Connections shall be directed to the Agency’s CCCP and its Cross-Connection Control coordinator.

Penalties for non-compliance with the CCCP and required testing and upgrades can be found in Appendix A-12.

PART 16 – ENFORCEMENT AND APPLEALS

16.1 General Provisions

Any Person found to be violating any provision of these Rules and Regulations or the terms and conditions of the Applicant's service agreement, permit or any and all applicable federal, state, or local statutes, regulations, ordinances or other requirement shall be served by the Agency with written notice that 1) states the nature of the violation, 2) provides a time limit to correct and 3) refers to Sections 8.14 and 9.2 of these Regulations, and to the Residential Discontinuation Policy, where applicable, as describing the hearing and appeals procedures for customers wishing to contest a notice of violation.

16.2 Corrective Action

The Customer shall, within the time limit stated in such notice, permanently correct the violation. Failure to do so within the time stated may result in termination of Potable or Recycled Water Service by the Agency as provided for in Section 11.3.

The Agency has the right to terminate Potable or Recycled Water Service immediately if the violation impacts the Agency's obligation to protect public health.

Potable or Recycled Water Service will not be Restored until such conditions or defects are corrected. A charge will be made for the restoration of service as provided for in Section 10.1.

16.3 Appeals (other than appeals relating to the discontinuation of Potable Water Service for non-payment, which shall be governed by the provisions of Section IV of the Residential Discontinuation Policy)

16.3.1 Hearing and Administrative Procedures

A customer may appeal a decision, enforcement of a policy or procedure, rate, fee, charge, or penalty by submitting a written appeal to the General Manager of the Agency. However, the appeal rights set forth in this Section shall not apply to termination of service for non-payment of a potable or recycled water bill. An appeal must be made in writing and submitted to the General Manager within five (5) business days of the effective date of service termination, or within thirty (30) days of the effective date of any other enforcement action or decision. Any such appeal shall include the specific decision, policy, procedure, rate, charge, or penalty being challenged, a detailed description regarding the nature of the challenge, evidence supporting the challenge, and the remedy requested.

The hearing on the Customer's appeal will be conducted by the Agency's General Manager, or his or her designated representative. The hearing shall be held as soon as reasonably possible. If service has been terminated, reasonable efforts should be made to hold the hearing within five (5) business days of receipt of the written appeal and the Customer shall be promptly notified of the date, time and place of the hearing. At the hearing, the Customer shall be given a reasonable opportunity to present information in support of the Customer's appeal. Agency staff will be given the opportunity to reply.

Absent extenuating circumstances, written notice of the decision by the General Manager, or his or her designated representative, should be given to the Customer within five (5) business days of the close of the hearing. The decision by the General Manager, or his or her designated representative, will be final.

A failure to file a timely appeal in accordance with this Section shall be deemed a waiver of the right to appeal and will be considered a failure to exhaust administrative remedies which may impact any attempt by the Customer for any judicial review.

16.4 Enforcement

In the event a Customer submits an appeal under the procedures set forth in Section 16.3 above, enforcement of the violation shall be suspended until written notice of the decision by the General Manager or his or her designated representative has been submitted to the Customer. The notice of the decision shall be deemed to be submitted to the Customer upon the Agency depositing it in the U.S. mail. Termination for nonpayment of a water bill is not subject to appeal under these provisions and as a result, such enforcement will not be suspended.

PART 17 – VALIDITY

17.1 Validity

If any portion of these Regulations or the application thereof to any Person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of these Regulations or the application of such provision to other Persons or circumstances.

The Board hereby declares that in the event that a court of competent jurisdiction determines that any provision of these Regulations to be unconstitutional or otherwise invalid, it would nevertheless have adopted the remaining provisions.

PART 18 – REQUIREMENTS SPECIFIC TO USE OF RECYCLED WATER

18.1 Use of Recycled Water

To conserve and best use the limited water resources of the Santa Clarita Valley, where possible recycled water shall be made available for beneficial use. The following uses are allowed in the Agency's existing permits: landscape irrigation, decorative ponds, landscape impoundments, and construction use for dust control and compaction. Future uses may include agricultural irrigation, building evaporative cooling, and HVAC and industrial process water but will need additional state and County approvals. The use of recycled water will help the Agency meet its water conservation and sustainability goals.

18.2 Definitions Applicable to the Use of Recycled Water

In addition to the definition, included in Section 1.1 – Agency Definitions, the following definitions apply to this Section:

AIR GAP SEPARATION – See Appendix E – Cross Connection Control Policy. The design and construction of the air gap have to comply with the latest Division of Drinking Water (DDW) requirements and be to the satisfaction of the Agency.

APPLICATION – Request to the Agency via mail, telephone, fax, internet, in person and/or written form(s) provided by the Agency for recycled water service.

APPLICATION RATE – The rate at which recycled water is applied to an irrigation or construction area, expressed in inches per hour.

APPROVED BACKFLOW PREVENTION ASSEMBLY – A device to prevent a backflow of water from a private system into the public drinking water system. The device shall be recognized as such by DDW, the County and the Agency. Also see definition in Appendix E – Cross Connection Control Plan.

APPROVED USE – An application of recycled water in a manner and for a purpose, designated in a user agreement issued by the Agency and in compliance with these Regulations.

APPROVED USE AREA or DESIGNATED USE AREA – A site, with well-defined boundaries, designated in a user agreement issued by the Agency to receive recycled water for an approved use.

AUTOMATIC SYSTEM – An electronic, electrical, or mechanical system which includes automatic controllers, valves, and associated equipment for the programming of effective

water application time and rates when using recycled water.

CONSTRUCTION USE – An approved use of recycled water to support construction activities such as soil compaction and dust control during grading.

DOUBLE CHECK VALVE – See definition in Appendix E – Cross Connection Control Plan.

GREENBELT – Recreational or unoccupied lands that include but are not limited to road medians, cemeteries, parks and landscaping.

LANDSCAPE IMPOUNDMENT – A body of recycled water which is stored, or used for aesthetic enjoyment or irrigation, or which otherwise serves a similar function that is not intended to include public contact.

OPERATION AND MAINTENANCE MANUAL – A document describing the application rates, time of use, sequencing of irrigation or other relevant operational features of a recycled water use system.

POINT OF CONNECTION – The point of delineation between the Agency's installed pipeline, valves, meter, fittings and property and Customer's installed pipeline, valves, meter, fittings and appurtenances.

PREMISES – All of the real property and apparatus employed in a single enterprise on a contiguous parcel of land undivided by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots separated by an alley are considered part of the Customer's premises.

PONDING – A collection of recycled water that does not drain and creates an artificial pond, such that a hazard or potential hazard to public health may occur.

REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION DEVICE or "RP" – See definition in Cross Connection Control Plan.

REGIONAL WATER QUALITY CONTROL BOARD – Los Angeles Regional Water Quality Control Board

RETROFIT – The conversion of existing irrigation or other water use facilities for the use of recycled water.

RUNOFF – Any surface movement of recycled water beyond the boundaries of the approved or designated use area.

SEPARATION – The horizontal and vertical distance between a recycled or potable water pipeline and a parallel or crossing recycled water pipeline, potable water pipeline, sewer pipeline, or a sludge force main. The separation shall be a minimum specified distance between the pipelines in question and may be dictated by the County or DDW.

SITE SUPERVISOR OR ON-SITE SUPERVISOR – An individual in the employ of the User, specifically trained and certified in the use of recycled water, and who is knowledgeable of the on-site system.

SITE SUPERVISOR CERTIFICATION TRAINING COURSE – A course designed to provide recycled water users in the Agency's service area with the necessary information required to become knowledgeable in the operational practices of recycled water. The course to satisfy this requirement must be approved by the Agency.

USER – Any person, persons or firm issued a recycled water use agreement by the Agency. The User and the Owner may be one and the same.

USER AGREEMENT – An agreement issued by the Agency to a recycled water service Applicant after the satisfactory completion of the service application procedures set forth in these Regulations. This service agreement legally binds the User to all conditions in these Regulations and to any and all applicable regulatory requirements.

WATER TARGET – Amount of water designated to a specific property based on water use efficiency and/or tied to the recycled water user's allowable irrigation application rate for the use site conditions. Excess application of recycled water could lead to ponding, runoff or excessive nutrient loading to the underlying groundwater basin.

WINDBLOWN SPRAY – Dispersed airborne particles of recycled water resulting from the discharge of recycled water and capable of being transmitted through the air to locations other than those for which the direct application of recycled water was intended.

18.3 Local, State and Federal Regulations

Recycled water service is subject to regulatory control by other government agencies, including those of the County of Los Angeles, the State of California and the United States of America. Such agencies may mandate immediate changes to recycled water operations and practices. The Agency reserves the right to implement such changes on an interim basis until such time as the Board of Directors acts by passing ordinances or resolutions which would change these Regulations, or on a permanent basis if it is determined that Board of Directors action is not required.

Use sites that receive recycled water from the Valencia Water Reclamation Plant are also subject to the Santa Clarita Valley Sanitation District's (SCVSD) Recycled Water Users Handbook and any additional requirements in the recycled water agreements between SCVSD and the Agency.

18.4 Documents Incorporated by Reference

The following documents are incorporated by reference into these Regulations:

i. California Code of Regulations, Title 22, Division 4, Chapter 3, Recycled Water Criteria
ii. California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Article 1 and 2
iii. California Water Code, Section 13050
iv. State Water Resources Control Board, Water Quality Control Policy for Recycled Water
v. Guidelines for Pipeline Construction and Installation – for the Safe Use of Recycled / Reclaimed Wastewater, by Los Angeles County Department of Public Health
vi. Guidelines for Alternate Water Sources – Indoor and Outdoor Non-Potable Uses, by Los Angeles County Department of Public Health
vii. Joint Outfall System and Santa Clarita Valley Sanitation District – Recycled Water Users Handbook – Los Angeles County Sanitation District, July 2017 (Requirements apply only to recycled water produced at Valencia Water Reclamation Plant)
viii. Recycled Water Urban Irrigation User Manual, Los Angeles Chapter of California Water Reuse Association, 2014
ix. Guidelines for Distribution of Non-potable Water, California Nevada Section of American Water Works Association, 1992
x. Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water, California Nevada Section of American Water Works Association, 1997.

18.5 Recycled Water Quality

The Agency will endeavor to supply water for recycled water use that meets the definition of tertiary disinfected recycled water in Title 22 of the California Code of Regulations.

18.6 User Agreement Applications:

18.6.1 Application Submittals

In addition to the requirements in Part 4, the following requirements apply to

obtaining a Recycled Water User Agreement from the Agency. Anyone who obtains recycled water from the Agency must enter into a Recycled Water User Agreement. Prior to obtaining permission to use recycled water, a User Application Form must be completed and submitted to the Agency for review and approval.

In addition to the requirements of Section 4.2.10, the following must be submitted to the Agency for review with a User Application Form for Recycled Water Use:

1. The proposed uses of recycled water at the site;
2. A map showing the specific boundaries of the proposed Site and the boundaries of the proposed use of recycled water at the site;
3. Designation of a Site Supervisor and evidence that the Site Supervisor has received appropriate and sufficient training or a date when the training will occur prior to delivery of recycled water;
4. Detailed design plans and specifications showing the type and location of the outlets and plumbing fixtures for both recycled water and potable water;
5. The methods and devices used to prevent backflow of recycled water into the potable water system;
6. A copy of the Emergency Cross Connection Response Plan or the date by which it will be submitted; and
7. If required, a copy of the Recycled Water System Operation and Maintenance Manual or the date it will be submitted.

18.6.2 User Agreement Conditions

Each time there is a change of Customer (either Property Owner or Tenant) on any commercial or industrial Property, the new or previous Property Owner or Customer shall notify the Agency immediately. The Agency will issue a revised User Agreement to the new Customer.

The Agency shall furnish service only to the premises specified in the approved User Agreement. A service connection shall not be used to supply recycled water services to any parcel of land other than the parcel for which the service connection is assigned.

18.6.3 Notice of Determination

User applications and the required submittals may be subject to additional review by the recycled water purveyor (Los Angeles County Sanitation District or City of Santa Clarita), Los Angeles County Department of Public Health, DDW and/or the Regional Water Quality Control Board.

The Agency shall review the application and make a determination if the property shall be served by recycled water. The Agency will require access to the property to make a preliminary inspection of the property.

Upon determination of the Agency's ability to serve the property, the Agency shall notify the applicant whether plans for the proposed use may be submitted.

18.6.4 Project Drawings or Plans

Upon determination by the Agency that the property will be served by recycled water, the Applicant is responsible for preparation of improvement drawings showing proposed on-site facilities. These drawings must be approved by the Agency and signed by the appropriate regulatory agencies (County and/or DDW, as applicable), prior to commencing construction of facilities.

18.6.5 Construction and Inspection of Facilities

The installation or retrofit of all on-site facilities shall be by the Applicant's forces. Agency recycled water facilities required for service shall be installed by the Applicant's contractor, in accordance with the Agency and County approved designed standards and Agency-approved improvement plans except for recycled water services installed on existing recycled water mains. All plan checking and inspection costs shall be subject to the Agency's project deposit requirements. Installation or retrofit of all on-site and Agency recycled water facilities shall be inspected by the Agency, and appropriate regulatory authorities (County and/or DDW, as applicable).

18.6.6 Issuance of Recycled Water User Agreement and Service Start

Upon Agency approval of onsite improvement drawings, preliminary approval of facility installation, preliminary approval of the on-site operation and maintenance manual for the property and payment of all applicable fees, the Agency shall issue a Recycled Water User Agreement. After the agreement has been issued, the customer may request start of service. When a property served with recycled water changes ownership, or tenant, the existing recycled water user agreement will be terminated.

User Agreement is non-transferable. Any change in the party in the User Agreement will require a new use review and a new User Agreement

18.7 Recycled Water User Agreement Revocation

In addition to the termination requirements in Section 9.3.1, termination of recycled water service may also be initiated under the following circumstances:

1. Violation of the Recycled Water User Agreement issued to the property, which could cause or create a public nuisance;
2. A change in property ownership or tenant; and/or
3. Failure to obtain a certified Recycled Water On-Site Supervisor for the site.

In addition to any other statute or rule authorizing termination of water service, the Agency or the Regional Water Quality Control Board may revoke a Recycled Water User Agreement issued, if a violation of any provision of these Regulations is found to exist, or if any person uses, transports, or stores such water in violation of the discharger/producer's regulations in a manner which creates or threatens to create conditions of pollution, contamination or nuisance as defined in the California Water Code.

During operation of facilities designed to use recycled water, if real or potential hazards are evidenced, the Agency has the authority to immediately discontinue recycled water service. In the event that recycled water is so discontinued, the Agency will notify the customer within 24 hours of discontinuance either by door hanger, phone, or in writing, and may supply water to the affected facilities either temporarily or permanently from the potable water system.

The Agency is not obligated to provide an alternative water source should discontinuance of recycled water service be due to failure to comply with these Regulations.

18.8 Fraudulent Use of Recycled Water Service

In addition to the requirements in Section 11.3.5, the following requirement applies:

Any unauthorized person found taking recycled water service from or through any of the Agency's facilities will be assessed charges and/or prosecuted under the full extent of the law. Any unauthorized equipment or apparatus found connected to Agency's facilities will be removed by Agency personnel and stored at the Agency. The equipment or apparatus may be redeemed upon full payment of all penalties, fees or charges due. After 30 days, unclaimed equipment or apparatus will be disposed of at the Agency's discretion.

18.9 Backflow Protection

A physical interconnection between the potable and the recycled water systems is prohibited. Separation of the potable and recycled water systems is essential to the protection of water quality in the potable system. The Agency will perform regular testing to confirm this separation.

If a premise is supplied with both potable water and recycled water, then backflow protection with an approved air gap must be provided at each potable water service connection. A reduced pressure principle (RP) backflow prevented may be used in-lieu only with the approval of DDW, the County and the Agency.

Backflow preventers are not normally used on recycled water systems. However, the Agency is required to maintain water quality in the recycled water distribution system. A backflow preventer may therefore be needed at a specific meter where on-site exposures could impact the quality of the recycled water supply (i.e. fertilizer injection, addition of corrosion inhibiters, etc.).

If potable water is temporarily used to supply the on-site recycled water system, the connection shall be protected with a reduced pressure principle (RP) device. The temporary connection will not be allowed unless the normal recycled water supply is physically disconnected.

18.10 On-Site Recycled Water Facilities (Customer-Owned)

Any on-site recycled water facility shall be provided by the Applicant, Owner, or Customer, at the Applicant's expense. The Applicant, Owner, or Customer shall retain title to all such on-site facilities.

On-site facilities shall conform to the requirements of Federal, State, and local agencies, in addition to these Regulations.

A current set of record drawings of the on-site recycled water facilities shall be submitted to the Agency. The drawings shall show both the recycled and the potable water systems. Copies of these drawings must be retained on-site for inspection at any time.

On-site facilities shall be inspected by the Agency prior to the initiation of recycled water service and at regular intervals thereafter for compliance with these Regulations.

Hose bibs shall not be installed on the recycled water system. Quick-couplers fitted with hose bibbs shall not be left unattended.

Drinking fountains shall be placed beyond the range of or protected from the spray of recycled water.

Parallel recycled and potable pipelines shall not be laid in a common trench and shall have no less than ten feet of horizontal separation. However, a reduction in horizontal separation to four feet may be allowed if approved by the Agency.

The recycled water system shall be operated to prevent or minimize runoff or discharge outside the Customer's area. Should the application rate exceed the soil infiltration rate, an automatic system shall be used to program several shorter duration watering cycles to control runoff.

Any changes to the on-site recycled water system or operating procedures shall be reported to the Agency in writing.

18.11 New Recycled Water Facilities

An application for recycled water service shall be submitted to the Agency prior to commencing construction.

A Customer may also be required to submit an application for recycled water use to the County Public Health, and if required, the Division of Drinking Water (DDW), and their approval must be obtained prior to commencing construction. These agencies may require inspection of recycled facilities during construction.

Prior to commencement of service to any on-site system using recycled water, the installed system shall be tested under active conditions for compliance with these Regulations.

18.12 Conversion of Existing Facilities to Recycled Water

Where it is planned that an existing water system be converted to a recycled water facility, the facilities to be converted to recycled water shall be investigated in detail, including a review of any record drawings, preparation of required reports, and determinations by the Agency of measures necessary to bring the system into full compliance with these Regulations.

An application for recycled water service shall be submitted to the Agency prior to commencing construction of the proposed conversion.

A Customer may also be required to submit an application for recycled water use to the County Public Health, and if required, the Division of Drinking Water (DDW), and their

approval must be obtained prior to commencing construction. These agencies may require inspection of recycled facilities during construction.

No existing potable water facilities shall be connected to or incorporated into the recycled water system without Agency approval.

The converted recycled water facility shall be tested under active conditions for compliance with these Regulations.

18.13 Marking of Customer-Owned On-Site Pipes and Appurtenances

All recycled water and potable water piping and appurtenances on a recycled water use site must be identified in accordance with the Recycled Water User Manual developed by the Los Angeles County Recycled Water Advisory Committee. This manual is available from the Agency or on the internet at https://watereuse.org/wp-content/uploads/2015/01/LA_Chapter_WR_Recycled_Water_Urban_Irrigation_Users_Manual_2014.pdf.

18.14 On-Site Supervisor

The customer must have a designated recycled water on-site supervisor at all times. If the position becomes vacant, the customer shall have 30 days to fill the vacancy with a qualified on-site supervisor and to notify the Agency of the name of the new on-site supervisor. Not having a properly certified on-site supervisor shall be sufficient reason for the Agency to terminate service until such a person has been designated.

Operation and Surveillance. The operation and surveillance of on-site recycled water systems, whether they are public or private, shall be under the management of an on-site supervisor designated by the user and approved by the Agency.

Identification of Supervisor. The identity of the current on-site supervisor will be kept by County Public Health as well as the Agency. It is the responsibility of the user to give notice of any changes in this position. The supervisor shall be available by telephone at a number listed with the Agency for emergency contact.

Training of Supervisor. The on-site supervisor must complete an on-site supervisor training course that is approved by the Agency.

Responsibility of Supervisor. The on-site supervisor shall be responsible for the installation and use of pipelines and equipment in accordance with these Regulations set forth by the Agency, as well as applicable Federal, State and local statutes. Although the on-site supervisor shall oversee the day-to-day operations of on-site facilities, the

Agency reserves the right to enter the user's premises for the purpose of inspecting on-site recycled water facilities and areas of recycled water use to ensure compliance with these Regulations. The supervisor shall be responsible for furnishing the on-site operations personnel system operating instructions, maintenance instructions, controller charts and record drawings to ensure proper operation in accordance with irrigation system design and these Regulations. At least one complete set of this information shall be kept on site or in the nearest field office or maintenance building established by the on-site supervisor, who retains the responsibility of properly distributing this information to all appropriate operations personnel.

Personnel Training. It shall be the responsibility of the on-site supervisor to ensure that all on-site operations personnel, responsible for daily operation and maintenance, are trained in and familiar with the use of recycled water, and are familiar with the pertinent information contained in these Regulations and the applicable portions of Title 22 of the California Code of Regulations.

18.15 Inspection of Facilities

The Agency reserves the right to inspect the premises to assure compliance with these requirements. Inspection may include the potable water system if the likelihood of cross-connection hazard exists. At a minimum, the following inspections will be performed:

- Annual visual inspection to ensure compliance with these Regulations, system maintenance records and with Los Angeles County Public Health recycled water identification guidelines including, but not limited to, signage and irrigation system components.

- Shutdown testing, at a frequency to be determined by the Agency, to detect the presence of physical cross connections between on-site potable and recycled water piping.

- Backflow Prevention Devices shall be tested periodically as called for in the Cross-Connection Control Plan (see Appendix E).

Customer shall have the on-site supervisor accompany the Agency's inspector during the inspection. Customer shall have available at time of inspection, current plans of both the potable and recycled piping system. The on-site supervisor shall provide the Agency with access, including appropriate keys to all irrigation controllers.

The Agency shall complete the visual inspection and shut down testing using an American Water Works Association, or equivalent, certified cross connection control specialist.

The site may be inspected by authorized representatives of the California Regional Water Quality Control Board, the Los Angeles County Department of Public Health and/or DDW, upon presentation of proper credentials, to verify whether the user is complying with the Agency's Regulations and applicable County and state regulations.

Failure to comply with these inspection requirements may result in a suspension of recycled and/or potable water service to the property.

18.16 Operation and Maintenance Manual

The on-site supervisor may be required to prepare an Operation and Maintenance Manual specifying times and areas of use for on-site recycled water use, if required as a condition of service. The Manual, if required, must be approved by the Agency prior to issuance of the Recycled Water User Agreement.

18.17 Construction Water Usage

In addition to the requirements for temporary service in Section 3.3, the following conditions apply.

Recycled water for construction will be permitted only at those property sites that the Agency determines the use can be monitored and controlled. Recycled water for the purpose of soil compaction and dust control shall not be stored or applied in a manner which causes runoff, ponding or windblown spray conditions. If such conditions occur, the method of application shall be altered to correct them and prevent any and all further violations of use. Control valves on the water distribution vehicles and other controlling devices shall be properly employed to prevent the application of recycled water outside the approved use area onto surfaces including but not limited to street pavements, sidewalks and drainage courses.

18.18 Tank Trucks User Agreements

Service to tank trucks will be provided only where an approved backflow prevention device is used, in accordance with the Agency's Cross-Connection Control Program.

Recycled water shall be made available to water trucks for use in dust control or construction activities. The water truck shall contain an approved air gap between the filler tube and the tank to prevent back-siphonage. The vehicle shall be clearly labelled RECYCLED WATER – DO NOT DRINK. Applicant shall first comply with and execute a temporary Recycled Water User Agreement. User Agreement requires the following:

a) Applicant shall be a contractor licensed by the State of California.
b) Applicant shall maintain a log of all transfers of recycled water. Any transfers outside of the Agency service area must be authorized by the Agency.
c) Applicant shall attend training session on the use of recycled water.
d) All vehicles to be used for the transfer of recycled water shall be inspected by the Agency before use is authorized.
e) All required fees and deposits shall be paid before use is authorized.

18.19 Requirements for Truck Hauling

The requirements for truck hauling listed below are the minimum requirements that must be met:

1. The Agency is required to keep daily records for each truck load dispensed, including:
   a) volume of recycled water delivered to each individual reuse site
   b) location of reuse site, and
   c) type of reuse (e.g., irrigation, dust control, street sweeping, etc.).
2. All truck haulers adhere to all of the requirements listed below. Agency staff may, from time to time, conduct inspection visits of the use sites to verify that these requirements are being met.
3. Before trucks can be filled with recycled water for the first time, all truck owners and/or drivers are required to attend a brief on-site (“tail-gate”) orientation/training in order to learn about using the filling station and the proper handling and use of recycled water. This training is the responsibility of the agency supplying the recycled water directly to the truck haulers.
4. Each truck that hauls recycled water must have either purple stickers or magnetic placards on the sides and back of the vehicle that identify it as carrying recycled water, containing the words and symbol for “Do Not Drink.”
5. Truck drivers or others in contact with the vehicles may not drink recycled water or use it for food preparation. Truck drivers must notify workers and/or the public when recycled water is used at a site and tell them that they are not to drink recycled water or use it for food preparation.
6. Recycled water users should apply hand sanitizer or wash their hands with soap and potable water after working with recycled water and especially before eating or smoking.
7. Precautions should be taken to avoid food coming into contact with recycled water while the reuse site is still wet.
8. Truck drivers should be equipped with an adequate first aid kit. Cuts or abrasions should be promptly washed with potable water, disinfected, and bandaged.
9. Recycled water shall not be allowed to spray onto potable water drinking water fountains or faucets.

10. Recycled water shall not be applied where it could contact or enter passing vehicles, buildings, areas where food is handled or eaten, storm drains, or surface water.
11. Adequate measures must be taken to prevent recycled water overspray, ponding, or run off from the authorized reuse area unless it is specifically allowed by the Regional Board or by an attachment to the Recycled Water User Agreement.
12. It is strongly recommended that all water trucks carry a push broom on the vehicle to spread out ponded or puddled recycled water to facilitate evaporation.
13. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any potable (drinking water) well.
14. Recycled water users must comply with all requirements and restrictions specified by the Regional Board and the Water Recycling Criteria in Title 22 of the California Code of Regulations.
15. Vehicles used for transportation and distribution of recycled water must have water-tight valves and fittings and must not leak.
16. Spills of recycled water must be immediately reported to the Agency along with the circumstances involved with the incident.
17. Vehicle storage tanks must be cleaned of contaminants prior to filling with recycled water to prevent contamination of the recycled water. A truck or tank that has contained material from a septic tank, cesspool, or hazardous waste (within the meaning of federal or State of California definitions of hazardous or toxic materials, wastes or substances or poison) cannot be used to convey recycled water. The use of vehicle storage tanks for the storage and transport of recycled water must comply with all applicable federal, State of California, and local requirements.
18. Recycled water must not be introduced into any permanent piping system and no connection shall be made between the filled tank truck and any part of a potable water system.
19. Tank trucks used to transport recycled water should not be used to carry potable water for potable water purposes (i.e., drinking or washing) unless a thorough cleaning and disinfection process has been completed.
20. If these tank trucks are to be filled with potable water for irrigation, they must either be filled through an air-gap at the top of the tank or, if through a hose connection, then the tank must be completely empty before connection to the potable water source and be done so through a backflow prevention device. Use a separate fill hose for recycled water that is clearly marked with either purple paint or labeling. Do not switch back and forth between potable water and recycled water using the same hose.

18.20 Irrigation Application Rates

Recycled water shall be applied at a rate that does not exceed the infiltration rate of the soil. When the application rate exceeds the infiltration rate of the soil, automatic system

control devices shall be utilized and programmed to prevent the ponding and/or runoff of irrigation water. If runoff or ponding occurs before the landscape's water requirements are met, the automatic controls shall be reprogrammed with additional watering cycles to meet the requirements and prevent runoff.

18.21 Confinement of Irrigation

The on-site irrigation system shall be operated to prevent discharge onto areas which are not approved for use. Over-spray resulting from attempts to reach remote portions of the approved use area shall not be allowed. This situation shall be rectified by appropriate corrections to the system layout.

18.22 Period of Operation

To the extent practicable, the operation of the irrigation system shall be during periods of minimal use by humans of the approved use area. Such periods of operation shall remain within any general period of recycled water irrigation operation specified by the Agency.

18.23 Maintenance

It is the responsibility of the on-site supervisor to provide surveillance of the on-site facilities in a manner that assures compliance with these Regulations and the Recycled Water User Agreement. A preventative maintenance program designed to ensure the continued operation of all system elements within the requirements of these Regulations shall be signed by the current on-site supervisor and open to inspection by the Agency.

The customer is responsible for all costs associated with proper operation and maintenance of the on-site facilities.

18.24 Prohibited Conditions and Requirements for Use of Recycled Water

Prohibited conditions and requirements for use of Recycled Water include, but are not limited to, the following:

a. Runoff and Erosion – Recycled water draining off or away from the designated use area is prohibited.
b. Ponding – Recycled water shall not be allowed to gather or pond. The water application rate shall be adjusted to prevent ponding.
c. Windblow Spray – Watering shall be adjusted, by the spray snd timing, so that any spray mist or run off onto an un-designated use area will be kept to a minimum.

d. Cross Connections – Cross Connections shall not be allowed. All potable water service on recycled water sites shall have an approved Reduced Pressure Principled Backflow Prevention Device. See Appendix E – Cross Connection Control Policy for additional requirements.
e. Unprotected Drinking Fountains – All drinking fountains shall be protected from any type of contamination from recycled water.
f. Unprotected Public Facilities – All contact with eating surfaces or playground recreational equipment for the general public, by recycled water even if located within the designated use area, shall be kept to a minimum.
g. Hose Bibs – Hose bibs shall not be connected to the recycled water system.
h. Fire Hydrants – Fire hydrants shall not be connected to the recycled water system unless specifically approved by the Agency and proper signage provided.
i. Period of Operation – Time periods for watering shall be within the hours mutually agreed to between the customer and the Agency, and consistent with distribution system supply and demand. The Agency reserves the right to schedule water use periods. The operation of the irrigation system shall be during periods of minimal public exposure.
j. Reuse of Equipment – Any equipment, such as tanks, temporary piping or valves, and portable pumps that have been used with recycled water, shall be cleaned and disinfected before removal from the approved use area. The disinfection process shall be done in the presence of, and approved by, an Agency inspector.
k. Disposal in Unapproved Areas – Disposal of recycled water for any purposes, including uses in areas other than those explicitly approved in the current effective User Agreement issued by the Agency and without the prior knowledge and approval of the appropriate regulatory agencies is strictly prohibited.
l. No irrigation with recycled water shall take place within 50 feet of any potable water supply well.
m. No impoundment of recycled water shall occur within 100 feet of any potable water supply well.
n. Storage facilities owned/and or operated by recycled water users shall be protected against erosion, overland runoff, and other impacts resulting from 100-year frequency, 24-hour storm durations.
o. Storage facilities owned/and or operated by recycled water users shall be protected against 100-year frequency peak stream flows, as defined by the Los Angeles Flood Control agency.
p. Construction Water Use – Recycled water used for soil compaction or dust control must comply with the use requirements set forth in Section 18.17.

18.25 Warning Signs and Labels

Warning signs shall be posted to notify the public where the recycled water is being used and that it is unsafe to drink.

The size and placement of the signs will be dependent on the nature of the facility. A detailed plan showing placement of signs and their size shall be submitted for approval prior to establishing recycled water service.

At a minimum, signs shall be no smaller than 8” x 10” with ½” letters reading “Recycled Water – Do Not Drink” and be provided in English and Spanish.

The customer shall maintain necessary signs in legible condition at locations designed in the Agency approved improvement plans.

All above ground recycled water facilities shall be the color purple, or painted purple, marked or tagged appropriately and maintained in good condition.

APPENDIX A-1 – CHARGES

A-1 General Provisions

The charges applicable to Potable or Recycled Water Service are listed in the following appendices. Reference to the applicable part, section, or subsection of these Regulations is included.

The charges set forth in this part are hereby established and fixed. In accordance with Section 53750(h)(2)(b) of the California Government Code and subject to approval of the Board of Directors, the Agency may institute an increase or decrease of any charges listed in the following appendices.

APPENDIX A-2 – PERMANENT SERVICE CONNECTION MONTHLY FIXED CHARGE

The Monthly Fixed Charge for a Permanent Service Connection is assessed on a monthly basis. See adopted rate reports for additional information.

Table A-2 Effective July 1 of each fiscal year

MONTHLY FIXED CHARGES (Potable and Recycled)					
Meter Size	**Effective 7/1/2025**	**Effective 7/1/2026**	**Effective 7/1/2027**	**Effective 7/1/2028**	**Effective 7/1/2029**
5/8-in	$17.10	$18.83	$20.65	$22.64	$24.82
¾-in	$23.60	$25.99	$28.50	$31.25	$34.26
1-in	$36.60	$40.31	$44.19	$48.46	$53.13
1 ½-in	$69.09	$76.10	$83.44	$91.48	$100.30
2-in	$108.08	$119.05	$130.53	$143.11	$156.91
2 ½-in	$127.58	$140.52	$154.07	$168.93	$185.22
3-in	$199.07	$219.26	$240.41	$263.59	$289.00
4-in	$329.04	$362.43	$397.37	$435.69	$477.70
6-in	$653.99	$720.34	$789.79	$865.95	$949.45
8-in	$1,043.92	$1,149.83	$1,260.70	$1,382.26	$1,515.54
10-in	$1,498.84	$1,650.90	$1,810.09	$1,984.62	$2,175.99
12-in	$2,798.61	$3,082.54	$3,379.77	$3,705.66	$4,062.97

APPENDIX A-2 (Cont'd)

MONTHLY LEGACY DEBT FIXED CHARGE		
Meter Size	**Santa Clarita Division Effective 7/1/25***	**Valencia Division Effective 7/1/25***
5/8-in	$5.26	$4.88
¾-in	$7.89	$7.32
1-in	$13.14	$12.20
1 ½-in	$26.29	$24.40
2-in	$42.06	$39.03
2 ½-in	$49.95	$46.35
3-in	$78.87	$73.19
4-in	$131.44	$121.98
6-in	$262.88	$243.97
8-in	$420.61	$390.34
10-in	$604.63	$561.12
12-in	$1,130.40	$1,049.05

*The Legacy Debt Charge is effective on July 1, 2025, and will remain unchanged through the rate period (July 1, 2025 – June 30, 2030). The Legacy Debt Charge is billed monthly.

APPENDIX A-3 – DEDICATED FIRE MONTHLY FIXED CHARGE

The Monthly Fixed Charge for a Dedicated Fire Service is assessed on a monthly basis. See adopted rate reports for additional information.

Table A-3 Effective July 1 of each fiscal year

MONTHLY FIXED CHARGES					
Meter Size	**Effective 7/1/2025**	**Effective 7/1/2026**	**Effective 7/1/2027**	**Effective 7/1/2028**	**Effective 7/1/2029**
¾-in	$4.27	$4.70	$5.16	$5.65	$6.20
1-in	$4.27	$4.70	$5.16	$5.65	$6.20
1 ½-in	$4.59	$5.05	$5.54	$6.07	$6.66
2-in	$5.13	$5.65	$6.19	$6.79	$7.45
2 ½-in	$7.08	$7.80	$8.55	$9.38	$10.28
3-in	$10.45	$11.51	$12.62	$13.84	$15.18
4-in	$22.55	$24.84	$27.23	$29.86	$32.74
6-in	$43.41	$47.82	$52.43	$57.48	$63.03
8-in	$74.79	$82.38	$90.33	$99.04	$108.59
10-in	$118.29	$130.29	$142.85	$156.63	$171.73
12-in	$163.96	$180.60	$198.01	$217.10	$238.04
14-in	$227.91	$251.03	$275.23	$301.77	$330.87
16-in	$317.43	$349.63	$383.34	$420.31	$460.83
18-in	$442.76	$487.68	$534.70	$586.26	$642.78
20-in	$618.22	$680.94	$746.60	$818.58	$897.52

APPENDIX A-4 – TEMPORARY SERVICE CONNECTION MONTHLY FIXED CHARGE

The Monthly Fixed Charge for a Temporary Service Connection is assessed on a monthly basis.

Table A-4

MONTHLY FIXED CHARGES					
Size	**Effective 7/1/2025**	**Effective 7/1/2026**	**Effective 7/1/2027**	**Effective 7/1/2028**	**Effective 7/1/2029**
Hydrant/Construction Meter					
2-in	$108.08	$119.05	$130.53	$143.11	$156.91
2 ½ -in	$127.58	$140.52	$154.07	$168.93	$185.22
4-in	$329.04	$362.43	$397.37	$435.69	$477.70
6-in	$653.99	$720.34	$789.79	$865.95	$949.45
Jumper*					
¾ -in	$37.45	$41.14	$44.95	$49.15	$53.71
1-in	$50.45	$55.46	$60.64	$66.36	$72.58

*Includes 5 billing units

APPENDIX A-5 – PERMANENT SERVICE CONNECTION VARIABLE WATER CHARGE

The Variable Water Charge is quantitative and assessed on a monthly basis per unit of water (748 gallons). See adopted rate reports for additional information.

Table A-5 Effective July 1 of each fiscal year

WATER USE CHARGE Note: Water Use Charge is per unit of water used (ccf) (1 ccf = 748 gallons)					
Class	**Effective 7/1/2025**	**Effective 7/1/2026**	**Effective 7/1/2027**	**Effective 7/1/2027**	**Effective 7/1/2029**
Potable	$2.77	$3.03	$3.29	$3.58	$3.89
Recycled	$2.21	$2.41	$2.62	$2.84	$3.08

APPENDIX A-6 – TEMPORARY SERVICE CONNECTION VARIABLE WATER CHARGE

The Temporary Variable Water Charge is quantitative and assessed on a monthly basis.

Table A-6 Effective July 1 of each fiscal year

WATER USE CHARGE Note: Water Use Charge is per unit of water used (ccf) (1 ccf = 748 gallons)					
Class	**Effective 7/1/2025**	**Effective 7/1/2026**	**Effective 7/1/2027**	**Effective 7/1/2028**	**Effective 7/1/2029**
Potable	$2.77	$3.03	$3.29	$3.58	$3.89
Recycled	$2.21	$2.41	$2.62	$2.84	$3.08

APPENDIX A-7 – TEMPORARY SERVICE CONNECTION INSTALLATION CHARGE

The Temporary Service Connection charge is assessed on a one-time basis and payment is required prior to the Agency providing Potable or Recycled Water Service.

The cost to install or relocate an existing Temporary Service Connection is listed below.

Table A-7

DEPOSIT BY METER SIZE*					
Installation Type	**2-inch**	**2 1/2 -inch**	**4-inch**	**6-inch**	**8-inch**
Installation Cost	$1,363	N/A	$1,403	$1,440	$1,440
Meter Only	$2,901	$1,850	$4,716	$7,429	$9,693
Billing Deposit**	$1,402	$1,332	$3,437	$5,794	Based on scope and nature of use

*Installation Cost includes nonrefundable parts.
**Deposits, less lost or damaged meter charges, are applied to final bill upon account closure and unused balances are refunded.

APPENDIX A-8 – RESTORATION OR RECONNECTION OF SERVICE FEE

The Restoration or Reconnection of Service fee is assessed on a one-time basis and payment is required prior to the Agency reactivating Potable or Recycled Water Service. In addition, all other outstanding charges must be paid in full prior to reactivation. Charges described below are only applicable to existing Customers.

If Recycled Water Service has been terminated due to a safety hazard, such as a cross-connection, additional charges may apply.

Restoration Time Description	Amount
Standard Next Day Restoration (during normal Agency business hours)	$ 56.00
Express Restoration (after normal Agency business hours)	$ 84.00
Agency observed holidays	$ 112.00

Table A-8

APPENDIX A-9 – FIRE FLOW TEST CHARGE

The Fire Flow Test charge may be assessed at the time of request by any person and payment is required prior to the Agency performing the test.

Table A-9

Fire Flow Test – All Locations	Amount
Hydraulic Model	$ 150.00
Field Test	$ 500.00

APPENDIX A-10 – PENALTIES FOR UNAUTHORIZED USE OF THE AGENCY'S POTABLE OR RECYCLED WATER SYSTEM

Table A-10

Description of Unauthorized Use	Penalty Charge
Broken meter stop/shut off valve	$ 300.00
Cutting Agency lock or bypassing meter	$ 56.00
Unauthorized Installation/Connection/Use Penalty	$ 1,000 each offense
Unauthorized Tampering with the Agency Systems	$ 1,000 each offense
Unauthorized Fire Hydrant Use	$2,500 first offense Up to $5,000 second offense Up to $10,000 third and each subsequent offense
Unauthorized Fire Hydrant Use –Damage and Enforcement*	Up to the sum total of the following: Actual or estimated costs of water taken; actual costs of repair or replacement of hydrants, hydrant meters, fire detector checks, fittings, or appurtenances; actual staff, labor, investigation, cross-connection assessment and testing, and emergency response costs
Unauthorized use of a Private Fire Protection Service Connection	$ 1,000 each offense
Damage to meter, pipeline, tank, well site or other component of the Potable or Recycled Water Service Infrastructure	$525.00 or actual cost of repair, whichever is greater

*This penalty may be imposed in addition to other applicable penalties. See Section 12.12.3.

APPENDIX A-11 – POTABLE OR RECYCLED WATER SERVICE APPLICATION FEE AND DEPOSIT

Potable Water or Recycled Service Application Fee and Deposit (when required*)

Table A-11

Account Description	Deposit Amount
Fee	$ 20.00
Deposit*	3-months average usage

APPENDIX A-12 -POTABLE OR RECYCLED WATER SERVICE MISCELLANEOUS FEES

Table A-12

Fee Description	**Amount**
Returned Payment Fee	$ 111.00
Late Fee – Overdue Notice generated	$ 10.00
Disconnection Fee	$ 56.00
Out of Agency Fee	To Be Determined
AMI/AMR Opt-Out Set-up Fee	$ 169.00
AMI/AMR Opt-Out Monthly Fee	$ 58.00
AMI/AMR Opt-Out Re-Read Fee	$ 56.00
Meter Test Fee*	$ 246.00
Pulled Meter Fee	Actual cost to Agency
Turn off at Main	Actual cost to Agency
Property Damage	Actual cost to Agency plus 10% overhead
Unread Meter Fee	$ 200.00
Water Waste Penalty Fee	$50.00/day – Additional $50.00/day for each subsequent violation up to a max of $500.00
Cross-Connection / Backflow Non-Compliance Fee	$200 per month After six (6) months of non-compliance, domestic service will be shut off. After twelve (12) months of non-compliance, the Agency will perform the work to get the unit into compliance, and invoice the customer for actual costs
Planning, Design, and Inspection Fee	A 15% fee will be calculated based on the developer's estimated construction cost plus 10% contingency, as indicated in the bid bond or engineer's estimate, and will be collected prior to the signature on the associated plan set. This is a non-refundable fee. Additional fees may be collected due to excessive plan review cycles or multiple failed field tests during construction.
New Meter Installation and Meter Setting Fee	Meter, materials and labor costs by meter size as shown in Table A-12.1 and will be collected at the same time as the Facility Capacity Fee. The fee will be re-evaluated if meters are not set within a 2-year period.

*No charge if meter is inaccurate

Table A-12.1

Meter Size	Meter and Materials*	Labor	Total
3/4"	$ 376.47	$ 445.00	$ 821.47
1"	$ 466.36	$ 445.00	$ 911.36
1.5"	$ 2,215.24	$ 445.00	$ 2,660.24
2"	$ 2,474.59	$ 445.00	$ 2,919.59
3"	$ 2,925.87	$ 1,092.51	$ 4,018.38
4"	$ 4,561.86	$ 1,358.34	$ 5,920.20
* Recycled water meters require a $35 Reclaimed Package Add-On			

The fee for meters sized 6” or larger will be calculated at the time of the request.

APPENDIX A-13 – POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy or rule, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule, this Policy shall prevail.

I. **Application of Policy; Contact Telephone Number:** This policy shall apply only to residential water service for non-payment and all existing policies and procedures shall continue to apply to commercial and industrial water service accounts. Further assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service can be obtained by calling (661) 294-0828.

II. **Discontinuation of Residential Water Service for Non-Payment:**

A. Rendering and Payment of Bills: Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the rate schedules. Bills for service are due and payable on the tenth (10th) day from the date of generation, as signified by the date on the bill (the "Due Date") and become overdue and subject to discontinuation of service if not paid within sixty (60) days after the Due Date. Payment may be made at the office or to any representative authorized to make collections. However, it is the consumer's responsibility to assure that payments are received at the specified location in a timely manner. Partial payments are not authorized unless prior approval has been received. Bills will be computed as follows:

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

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

3. Billings shall be paid in legal tender of the United States of America, including U.S. currency such as paper bills and coins, as recognized by federal law. Notwithstanding the foregoing, the Supplier shall have the right to refuse any payment of such billings in coins and may

require payment to be made in paper currency, check, or other acceptable non-coin forms of legal tender.

B. Overdue Bills: The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days after the Due Date:

1. Overdue Notice: If payment for a bill rendered is not made on or before the forty-fifth (45th) day from the bill generation date, a notice of overdue payment (the "Overdue Notice") will be mailed to the water service consumer at least seven (7) business days prior to the possible discontinuation of service date identified in the Overdue Notice. For purposes of this policy, the term "business days" shall refer to any days on which the Supplier's office is open for business. If the consumer's address is not the address of the property to which the service is provided, the Overdue Notice must also be sent to the address of the property served, addressed to "Occupant." The Overdue Notice must contain the following:

   a. Consumer's name and address;
   b. Amount of delinquency;
   c. Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
   d. Description of the process to apply for an extension of time to pay the amount owing (see Section III(D), below);
   e. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section IV, below); and
   f. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section III, below).

   The Supplier may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the Supplier shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section III, below, and the procedures for review and appeal of the consumer's bill, as described in Section IV, below.

2. Unable to Contact Consumer: If the Supplier is not able to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the Supplier will make a good faith effort to visit the residence and leave, or make other arrangements to

place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

3. Late Charge: A Late Charge, as specified in the Supplier's schedule of fees and charges, shall be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the Overdue Notice is generated.

4. Turn-Off Deadline: Payment for water service charges must be received in the Supplier's offices no later than 4:30 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

5. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the Supplier will consider the account not paid. The Supplier will attempt to notify the consumer in person or by mail and provide a notice of termination of water service to the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60^{th}) day after the Due Date of the bill for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

6. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment**:**

   a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the Supplier may disconnect said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the consumer.

   b. If at any time during the one-year period described above, the consumer's account is again disconnected for nonpayment, the

Supplier may require the consumer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation: The Supplier shall not discontinue residential water service if all of the following conditions are met:

1. Health Conditions – The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability – The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: https://www.healthforcalifornia.com/covered-california/income-limits); and

3. Alternative Payment Arrangements – The consumer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.

D. Process for Determination of Conditions Prohibiting Discontinuation of Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the consumer. In order to allow the Supplier sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the Supplier with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the Supplier's General Manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including

information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. If the Supplier has requested additional information, the consumer shall provide that requested information within five (5) calendar days of receipt of the Supplier's request. Within five (5) calendar days of its receipt of that additional information, the Supplier shall either notify the consumer in writing that the consumer does not meet the conditions under Subdivision (C), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. Consumers who fail to meet the conditions described in Subdivision (C), above, must pay the past due amount, including any penalties and other charges, owing to the Supplier within the latter to occur of: (i) two (2) business days after the date of notification from the Supplier of the Supplier's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

E. Special Rules for Low Income Consumers: Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: https://www.healthforcalifornia.com/covered-california/income-limits). If a consumer demonstrates either of those circumstances, then the following apply:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the Supplier's normal operating hours cannot exceed $50, and reconnection fees during non-operational hours cannot exceed $150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.

2. Interest Waiver: The Supplier shall not impose any interest charges on past due bills.

F. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice:

   a. At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the Supplier must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

   b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then past due amounts.

2. Tenants/Occupants Becoming Customers:

   a. The Supplier is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the Supplier's requirements and rules.

   b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the Supplier's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the Supplier's requirements, then the Supplier may make service available only to those tenants/occupants who have met the requirements.

   c. If prior service for a particular length of time is a condition to establish credit with the Supplier, then residence at the property and proof of prompt payment of rent for that length of time, to the Supplier's satisfaction, is a satisfactory equivalent.

d. If a tenant/occupant becomes a customer of the Supplier and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the Supplier during the prior payment period.

III. **Alternative Payment Arrangements:** For any consumer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above, the Supplier shall offer the consumer one or more of the following alternative payment arrangements, to be selected by the Supplier in its discretion: (i) amortization of the unpaid balance under Subdivision (A), below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and Supplier's payment needs.

A. Amortization: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an amortization plan on the following terms:

1. Term: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

2. Administrative Fee; Interest: For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the plan. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection A.

3. Compliance with Plan: The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further

amortization of any subsequent unpaid charges while paying past due charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more after the Due Date of such current charges, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

B. Alternative Payment Schedule: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

2. Administrative Fee; Interest: For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the schedule. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be paid under this Subsection B.

3. Schedule: After consulting with the consumer and considering the consumer's financial limitations, the General Manager or his or her designee shall develop an alternative payment schedule to be agreed upon with the consumer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1), above, the unpaid balance and administrative fee shall be paid in full

within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

4. Compliance with Plan: The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying past due charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more after the Due Date of such current charges, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the Board of Directors; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other customers. The proportion of any reduction shall be determined by the consumer's financial need, the Supplier's financial condition and needs and the availability of funds to offset the reduction of the consumer's unpaid balance.

1. Repayment Period: The consumer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges

for sixty (60) calendar days or more after the Due Date of such current charges, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The Supplier shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

1. Repayment Period: The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the General Manager or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became past due; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more after the Due Date of such current charges, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

IV. Appeals: The procedure to be used to appeal the amount set forth in any bill for residential water service is set forth below. A consumer shall be limited to three (3) unsuccessful appeals in any twelve (12) month period and if that limit has been reached, the Supplier is not required to consider any subsequent appeals commenced by or on behalf of that consumer.

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge. Such request must be made in writing and be delivered to the

Supplier's office. For so long as the consumer's appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

B. Overdue Notice Appeal: In addition to the appeal rights provided under Subsection A, above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five business (5) days after the date of the Overdue Notice if the consumer alleges the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under Subsection A, above, has been made. Any appeal or request for review under this Subsection B must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Supplier's office within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

C. Appeal Hearing: Following receipt of a request for an appeal or review under Subsections A or B, above, a hearing date shall be promptly set before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the consumer and the information on file with the Supplier concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the Supplier will provide a corrected bill and payment of the revised charges will be due within ten (10) calendar days of the bill date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected bill is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above. Water service will only be restored upon full payment of all outstanding water charges, fees, and any and all applicable reconnection charges.

    a. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days

after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the consumer will be advised of the right to further appeal before the Board of Directors. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered if the appeal or review is an initial appeal under Subdivision A above, or within three (3) calendar days if the appeal or review is an Overdue Notice appeal under Subdivision B, above. The appeal hearing will occur within the next regular two meetings of the Board of Directors, unless the consumer and Supplier agree to a later date.

b. For an initial appeal under Subdivision A, above, if the consumer does not timely appeal to the Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days from the bill's Due Date, then the Supplier shall provide with the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer's property.

c. For an Overdue Notice appeal under Subdivision B, above, if the consumer does not timely appeal to the Board of Directors, then water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the original notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

2. When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the Supplier at its office. The consumer or consumer's counsel will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the consumer, as well as the information on file with the Supplier concerning the water charges in question, and render a decision as to the accuracy of said charges.

   a. If the Board finds the water charges in question are incorrect, the consumer will be billed for the revised charges and payment shall be due within ten (10) days of the date of the revised bill. If the revised charges remain unpaid for more than sixty (60) calendar

days after the due date for that corrected bill, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

b. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event the charges are not paid in full within sixty (60) calendar days after the original bill's Due Date, then the Supplier shall provide the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer's property.

c. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.

d. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the Supplier or its Board of Directors is pending.

e. The Board's decision is final and binding.

V. Restoration of Service: In order to resume or continue service that has been discontinued due to non-payment, the consumer must pay a security deposit and a Reconnection Fee established by the Supplier, subject to the limitation set forth in Section II(E)(1), above. The Supplier will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The Supplier shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable Reconnection Fee.

(*Originally Adopted February 2020; revised July 2021, September 2022, December 2022, October 2023; July 2025, September 2025, February 2026 and August 2026*).