

SONOMA MOUNTAIN COUNTY WATER DISTRICT RULES AND REGULATIONS

ARTICLE 1. GENERAL PROVISIONS

1.1 Short Title. This document shall be known and may be cited as “Sonoma Mountain County Water District Rules and Regulations”.

1.2 Words and Phrases. For the purpose of this document, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number. Unless the context clearly indicates otherwise, the use of any gender pronoun in this document shall be deemed to include all other genders.

1.3 Water System. The District will furnish a system, plant, works and undertaking used for and useful in obtaining, conserving and distributing water for public and private uses, including all parts of said system, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

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

1.5 Pressure / Water Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure, service, quantity and quality as are provided by the distribution system at that location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions, interruptions in service or high levels of iron in the water.

1.6 Tampering with District Property. No one except an employee or representative of the Board shall, at any time, in any manner, operate the curb cocks or valves, main cocks, gates or valves of the District’s system; or interfere with meters or their connections, street mains or other parts of the water system. Properly certified individuals/contractors may shut off the customer’s water at the meter with the customer’s approval.

1.7 Relief on Application. When any person by reason of special circumstances is of the opinion that any provision of this document is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises. If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application.

1.8 Relief on Own Motion. The Board may, on its own motion, find that, by reason of special circumstances, any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premises.

1.9 Penalty for Violation. For the failure of the customer to comply with all or any part of this document, and any ordinance, resolution, motion of the board or order fixing rates and charges of this District, a penalty as stated in section #10.2 of this document, the customer’s service shall be discontinued and the water shall not be supplied such customer until he shall have complied with the rule or regulation, rate or charge which he has violated or, in the event that he cannot comply with said rule or regulation, until he shall have satisfied the District that in the future he will comply with all the rules and regulations established by resolution, ordinance or motion of the board of the District and with all rates and charges of this District.

1.10 Ruling Final. All rulings of the Board shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within five (5) days. When appealed, the Board’s ruling shall be final.

ARTICLE 2. DEFINITIONS

- 2.1 District means Sonoma Mountain County Water District.
- 2.2 Board means the Board of Directors of the District, which shall have such power and authority as granted by the County Water District Law (Division 12, Water Code of the State of California).
- 2.3 Water Department means the Board of Directors of the District performing functions related to the District water service, together with the General Manager, the Water Superintendent/Operator, the Billing Clerk and other duly authorized representatives.
- 2.4 Distribution Mains mean water lines in streets, highways, alleys, and easements used for public and private fire protection and for general distribution of water.
- 2.5 Service or Service Connection means the pipeline and appurtenant facilities such as the curb stop, meter and meter box, if any, all used to extend water service from a distribution main to premises. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.
- 2.6 Public Fire Protection Service means the service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- 2.7 Regular Water Service means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.
- 2.8 Temporary Water Service means water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.
- 2.9 Private Fire Protection Service means water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.
- 2.10 Premises means a lot or parcel of real property under one ownership.
- 2.11 Cross-Connection means any physical connection between the piping system from the District service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the District's distribution mains.
- 2.12 Owner means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.
- 2.13 Person means any human being, individual, firm, company, partnership, association and private or public or municipal corporations, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.
- 2.14 Cost means the cost of labor, material, transportation, supervision, engineering and all other necessary overhead expenses.
- 2.15 Dwelling means any residential unit containing cooking, sleeping and sanitation facilities.

ARTICLE 3. NOTICES

3.1 Notices to Customers. Notices from the District to a customer will normally be given in writing, and either delivered or mailed to him at his last known address or emailed to the email address on file.

Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

3.2 Notices From Customers. Notice from the customer to the District may be given by him or his authorized representative in writing (1) at the District's operating office, (2) to the General Manager of the District, or (3) to an officer or agent duly authorized by the Board to receive notices or complaints.

ARTICLE 4. WATER DEPARTMENT

4.1 Creation. A Water Department is hereby created comprising the following positions, to-wit: a General Manager and/or a Water Superintendent/Operator and a Billing Clerk. They shall be appointed to serve at the pleasure of the Board. The same person may be appointed General Manager and Water Superintendent/Operator.

4.2 Water Superintendent/Operator - Duties. The Water Superintendent/Operator shall regularly inspect all physical facilities related to the District water system, to see that they are in good repair and proper working order, and to note violations of any water regulations. Typical duties are outlined in the duty statement.

4.3 Id. - Violation, Repairs. He shall promptly report any violation or disrepair to the Board, via the General Manager. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to consumers pending action by the Board.

4.4 Id. - Supervision. He shall supervise all repair or construction work authorized by the Board, and perform any other duties prescribed elsewhere in this document or which shall be hereafter prescribed by the Board.

4.5 Billing Clerk - Duties. Under the direction of the General Manager, the Billing Clerk shall compute, prepare and mail bills for water usage as hereinafter prescribed.

4.6 Performance of Duties. The foregoing duties of General Manager, Water Superintendent/Operator and Billing Clerk may be performed by existing District personnel or by an additional employee or employees or by another public agency by contract duly entered into by the Board.

4.7 Compensation. The General Manager, Water Superintendent/Operator and Billing Clerk shall receive such compensation as is prescribed by the board.

4.8 General Manager - Duties As outlined in the "Duty Statement" and perform any other duties now or hereafter prescribed by the Board.

4.9 Volunteers. Shall be deemed employees for workers compensation insurance purposes.

ARTICLE 5. APPLICATION FOR REGULAR WATER SERVICE
WHERE NO MAIN EXTENSION REQUIRED.

5.1 Application for Water Service. Applications for regular water service, where no main extension is required, shall be made upon a form provided by the District. All applications for connections shall be approved by the Board of Directors of the Sonoma Mountain County Water District prior to acceptance and connection.

5.2 Undertaking of Applicant. Such application will signify the customer's willingness and intention in writing to comply with the Rules and Regulations and other ordinances, resolutions, motions made by the board or regulations relating to the regular water service and to make payment for water service required.

5.3 Payment for Previous Services. An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.

5.4 Installation of Services. Regular water services will be installed at the location desired by the applicant of the size determined by the Water Department. Service installations will be made only to property abutting on public streets or abutting on such distribution mains as may be constructed in alleys or easements, at the convenience of the Water Department. Services installed in new subdivisions prior to the construction of streets or in advance of street improvement must be accepted by the applicant in the installation location.

5.5 Changes in Customer's Equipment. Customers making any material change in the size, character or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

5.6 Installation Charges. The District will install the service connection, including the water meter. Charges for connections including the applicable meter, and storage and transmission charges shall be deposited with the District at the time of making application.

Where applicant desires a service for which the deposit has not been established, an amount equal to the estimated cost of such service connection shall be deposited.

Only duly authorized employees or agents of the District will be authorized to install service connections.

5.7 Metered Service. Water service shall not be supplied to any inhabited single family dwelling except through a water meter installed pursuant to this Article. Any properties receiving water in violation of this Section shall be subject to immediate disconnection. Reconnection shall not be made until receipt of application pursuant to this Article and all applicable costs and charges have been paid.

ARTICLE 6. APPLICATION FOR REGULAR WATER SERVICE
WHEN MAIN EXTENSION REQUIRED.

6.1 Main Extensions. The following rules are established:

(a) Determination. Upon receipt of any application for water service or request for an application form, the General Manager shall determine whether in his judgment a main extension is necessary to provide service. A main extension shall be installed in the manner provided in this Article whenever, in the judgment of the General Manager and the Board, such main extension is necessary to provide regular water service to property described in such application or request.

(b) Application. Any owner of one or more lots or parcels or subdivider of a tract of land where, in the opinion of the General Manager, one or more main extensions is required, desiring regular water service to serve such property, shall make a written application therefor to the District, said application to contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District, and be accompanied by a map showing the desired location of the proposed connections

(c) Investigation. Upon receipt of the application, the General Manager shall do a cost/benefit analysis of the proposed extension and shall submit his opinion and the estimated cost thereof to the Board before approving application.

(d) Ruling. The Board shall thereupon consider such application and report, and after such consideration, reject, amend or approve the application.

(e) District Lines. All extensions thus provided for, in accordance with these regulations, shall be and remain the property of the District.

(f) Dead-end Lines. No dead-end lines shall be permitted, except as recommended by the General Manager and approved by the Board. In cases where, subsequent to the approval of a dead-end line by the Board, another dead-end line is planned in sufficient proximity to make connection feasible, and such connection is recommended by the Engineer and approved by the Board, the dead-end lines shall be connected. In cases where circulation lines are necessary, they shall be designed and installed by the Water Department as a part of the cost of extension.

(g) Extent and Design. All main extensions shall extend to the far property line of developed property. If additional property is developed on the same lot after installation of a main extension, the main extension shall be extended to the far property line of the additionally developed property. All main extensions shall be subject to design approval by the Engineer and the Board.

6.2 General. The District will provide all main extensions upon application for service and approval thereof by the Board.

6.3 Determination. If, in the opinion of the Board, the cost thereof is in excess of what it is prepared to advance, or it questions the economic advantage to the District of making such advance, it shall determine the cost of such extension including all engineering, inspection and other expenses attributable to the line.

6.4 Advance Cost. When the Board so determines, the applicant shall advance the amount of such estimate, and the line shall be installed by the District. If the amount of the advance deposit exceeds the actual cost of construction, engineering, legal, inspection and other charges attributable to the extension, the balance shall be refunded to the property owner. If the amount of the deposit is insufficient to pay all the costs of construction, engineering, legal, inspection and other charges attributable to the extension, the property owner shall advance a sum sufficient to pay all such costs to the District prior to the acceptance of the extension by the District.

6.5 Refund Agreement. Refunds will be made to the property owner or owners who have paid for an extension as follows: Where the cost of the extension has been deposited or paid for as set forth in Section 6.4, the District shall thereafter, but not for longer than fifteen (15) years, after the date such extension is originally connected to the District's water system, collect from any water user connecting to such main extension, a pro rata share of the cost contributed for such extension, as approved by the District, at the ration the estimated usable acres owned by such water user bears to the estimated usable acres in the local service area bears to the cost contributed for such extension as determined by the District at the time such extension is connected to the District's water system. Such sums as are thus actually received by the District shall be paid by the District only to the property owner or owners who originally advanced funds toward the cost of such extension. Where different property owners contributed towards the making of the extension, such sums shall be refunded to such property owners or their successors in interest pro rata according to the amounts which they severally contributed toward the cost of the extension. The District shall in no way be obligated to assure that the property owner or owners making such extension are paid the total or any costs thereof nor to initiate any action nor incur any expense to collect any sum to be paid such property owner or owners; nor shall refund be made from any revenues derived from water service.

ARTICLE 7. GENERAL USE REGULATIONS.

7.1 Number of Services Per Premises. The applicant may apply for as many services as may be reasonably required for his premises; provided that the pipe line system from each service be independent of the others and that they not be interconnected. The cost of all services shall be borne by the applicant.

7.2 Supply to Separate Premises.

a) General. Each parcel shall have at least one connection and meter (except those with premises built before July 1, 1986). When two or more buildings are maintained upon a single parcel, one connection may serve all the buildings; provided, however, that in the event the parcel is divided and the buildings come into separate ownership, new connections must be made to provide each parcel with a separate service and meter, and the Transmission and Storage Fee in effect at the time of the new connection shall be paid to the District.

b) Transmission and Storage Charge for separate dwelling units. Each separate unit upon the same parcel shall be subject to a separate water transmission and storage charge. Effective 7/1/93 transmission and storage fee shall be ten thousand dollars (\$10,000.00).

c) New Service to Separate Dwelling Units. This subsection shall apply to all separate dwelling units on the same parcel for which new water service is desired, on or after July 1, 1986. For all such units, regardless of ownership, no new water service shall be provided until an application for service has first been made and approved by the Board of Directors of the District cited in the title hereof and the Transmission and Storage Fee effective at the time of application has been paid. A separate service connection fee and transmission and storage charge is required for all such dwelling units.

d) Separate dwelling defined. As used in this Section, "separate dwelling" includes any residential unit containing cooking, sleeping and sanitation facilities other than the original dwelling unit on a parcel, whether attached to or detached from the primary dwelling.

7.3 Water Waste. No customer shall knowingly permit leaks or waste of water, Where water is wastefully or negligently used on a customer's premises, seriously affecting the general service, the District may discontinue the service if such conditions are not corrected within five (5) days after giving the customer written notice.

7.4 Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the Water Department without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities on private property. No person shall place or permit the placement of any object in a manner which will interfere with the free access to a meter box or will interfere with the reading of a meter. Customer shall furnish, construct, install, own, operate, maintain and repair that portion of the water system on the customer's premises which begins at the coupling on the customer's side of the water meter. SMCWD responsibility is the water main, water service line and the water meter.

7.5 Damage to Water System Facilities. The customer shall be liable for any damage to the District-owned customer water service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

7.6 Ground-Wire Attachments. All persons are forbidden to attach any ground-wire to any plumbing which is or may be connected to a service connection or main belonging to the District unless such plumbing is adequately connected to an effective driven ground installation on the premises; the District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments; and neither the District nor its officers, agents, or employees shall incur any liability of any nature whatsoever by reason of the use of any facility for grounding purposes which is or may be connected to the District's system.

7.7 Control Valve on the Customer Property. The customer shall provide a valve on his side of the service installation as close as is practicable to the meter location, street, highway, alley or easement in which the water main serving the customer's property is located, to control the flow of water to the piping on his premises. The customer shall not use the service curb stop to turn water on and off for his convenience.

7.8 Cross-Connections. The customer must comply with the State and Federal laws governing the separation of dual water systems or installations of back flow protective devices to protect the public water supply from the danger of cross-connections. Back flow protective devices must be installed as near the service as possible and shall be open to test and inspection by the Water Department. Plans for installation of back flow protective devices must be approved by the Water Department prior to installation.

In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection of the back flow preventive devices.

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

Whenever back flow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the District's mains entering such premises, buildings or structures shall be protected by an approved back flow device, regardless of the use of the additional water supply lines.

The double check valve or other approved back flow protection devices may be inspected and tested periodically for water tightness by the District. The devices shall be serviced, overhauled, or replaced whenever they are found defective and all costs of repair and maintenance shall be borne by the customer.

The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve installation or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

7.9 Interruptions in Service. The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the Water Department. Temporary shutdowns may be made by the Water Department to make improvements and repairs. Whenever possible and as time permits all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.

7.10 Ingress and Egress. Representatives from the Water Department shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

ARTICLE 8. METERS.

8.1 Installation. All services shall be metered. A sum of money as set forth by the board shall be deposited with the District prior to installation of the meter facilities to pay all of the cost of said installation when said installation is made at the request of the customer. The Transmission and Storage charge established by the District shall also be paid prior to installation. The service connection, whether located on public or private property, is the property of the District, unless specifically otherwise provided, and the District reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service.

8.2 Service Connections. When services has been approved by the District, the District will furnish and install a service of such size and at such location as the applicant requests, provided such requests are reasonable; the service will be installed from its water distribution main to the curb line or property line of the

premises which may abut on the street, on other thoroughfares, or on the District right of way or easement. Charges for new services are payable in advance and shall be in accordance with rates established by the Board from time to time.

Only duly authorized employees or agents of the District will be permitted to install a service connection from the District's main to the customer's premises.

8.3 Meter Installations. Meters will be installed at the curb or within the easement, and shall be owned by the District and installed and removed at its expense. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on the customer's premises. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

8.4 Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense. If the lateral distance which the customer desires to have the meter moved exceeds eight (8) feet, he will be required to pay for a new service at the desired location.

8.5 Meter Reading. Meters will be read as nearly as possible on the same day monthly or bi-monthly, at the option of the District. Billing periods containing less than twenty-seven (27) days or more than thirty-three (33) days for bills rendered monthly or less than fifty-four (54) days and more than sixty-six (66) days for bills rendered bi-monthly, will be prorated.

8.6 Meter Tests - Deposit. All meters will be tested prior to installation and no meter will be installed which registers more than two per cent (2%) fast. If a customer desires to have the meter serving his premises tested, he shall first deposit fifty dollars (\$50.00). Should the meter register more than two per cent (2%) fast, the deposit will be refunded, but should the meter register less than two per cent (2%) fast, the deposit will be retained by the Water Department.

8.7 Adjustment for Meter Errors - Fast Meters. If a meter tested at the request of a customer pursuant to Section 8.6 is found to be more than two per cent (2%) fast, the excess charges for the time service was rendered the customer requesting the test or for a period of six months, whichever shall be lesser, shall be refunded to the customer.

8.8 Adjustment for Meter Errors - Slow Meters. If a meter is tested at the request of a customer pursuant to Section 8.6 is found to be more than two per cent (2%) slow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

8.9 Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the Water Department and its decision shall be final.

ARTICLE 9. BILLING.

9.1 Billing Period. The regular billing period will be monthly or bi-monthly at the option of the District (SMCWD uses the bi-monthly method).

9.2 Calculation of Charges. The regular billing period is bi-monthly. The base rate for a two month period is \$90.00 plus a tiered per gallon fee that is itemized on each bill.

<u>Tier</u>	<u>Gallons</u>	<u>Rate/gallon</u>
1	0-20,000	\$.006
2	20,000-40,000	\$.0075
3	40,000-60,000	\$.0095
4	60,001 +	\$.012

9.3 Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be pro-rated both as to minimum charges and quantity blocks. If the total period for which service is rendered is less than one month, the bill shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the Water Department for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

9.4 Payment of Bills. Bills shall be payable on presentation. On each bill for water service rendered by the District shall be printed substantially the following:

“Payments are overdue on the first of the odd numbered month after the billing date. Payments received on or after that time will be subject to a twenty-five dollar (\$25.00) late fee. The District will notify the customer by mail that service will be terminated in fifteen (15) days if the past-due amount is not paid. A twenty-four hour notice will be placed at the residence in an obvious place or a phone call shall be made at least twenty-four hours prior to the scheduled turnoff time. The non-compliance charge of \$200 will be made and collected prior to renewing service following a discontinuance.”

9.5 Billing of Separate Meters Not Combined. Separate bills will be rendered for each service connection or meter installation except where the Water Department has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made the meter readings will be combined for billing purposes.

9.6 Bad Check Policy. If a check for any product, penalty, fee, or service is returned due to insufficient funds or account closure, an assessment of twenty-five dollars (\$25.00) will be charged on the first occurrence, fifty dollars (\$50.00) on the second and loss of personal check writing privileges on the third.

9.7 Gallons Registered on Meters: Responsibility is extended to the customer for any leaks from the meter and throughout the customer’s property. Customer shall be accountable for any water that runs through their meter. SMCWD suggests that each customer be familiar with their meter location and periodically read it to ensure no leaks.

ARTICLE 10. DISCONTINUANCE OF SERVICE.

10.1 Disconnection for Non-Payment. Water service shall be terminated after the “24 Hour Notification” letter has been mailed/posted at the residence, if the amount has not been paid. Service will be resumed when all balances due, plus the \$200 non-compliance fee, are paid in full. Only the General Manager or a Member of the Board of Directors may authorize the Superintendent/Operator to re-connect a water service. The time period for re-connection will be between 8:00 a.m. and 5:00 p.m. of the business day following payment.

10.2 Non-Compliance Charge. A charge of two hundred dollars (\$200.00) shall be made and collected prior to renewing service following a discontinuance for non-compliance.

10.3 Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

10.4 Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of State or Federal laws.

10.5 Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.

10.6 Non-Compliance With Regulations. Service may be discontinued for non-compliance with this or any other ordinance or regulation related to the water service.

10.7 Upon Vacating Premises. Customers desiring to discontinue service should so notify the Water Department two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

10.8 New Customers - Charge. A charge of twenty-five dollars (\$25.00) will be made and collected from new residents moving in to the District to offset the costs of meter readings and the set up time for billing purposes.

ARTICLE 11. COLLECTION BY SUIT.

11.1 Penalty. The District may impose penalties for Bad Checks (Section 9.6), Late Payments (Section 9.4) and Non-Compliance Charges (Section 10.2). Any requests to waive a penalty must be made in writing. The general manager will review the customer's history and make a determination.

11.2 Suit. All unpaid rates and charges and penalties herein provided may be collected by suit.

11.3 Costs. Defendant shall pay all costs of suit in any judgment rendered in favor of District.

ARTICLE 12. PUBLIC FIRE PROTECTION

12.1 Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the Water Department prior to use and shall operate the hydrant in accordance with instructions issued by the Water Department. Unauthorized use of hydrants will be prosecuted according to law.

12.2 Hydrant Rental. A charge to be determined by contract between the District and organized fire protection agencies will be imposed for hydrant maintenance and water used for public fire protection.

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

ARTICLE 13. PRIVATE FIRE PROTECTION SERVICE.

13.1 Payment of Cost. The applicant for private fire protection service not now installed shall pay the total actual cost of installation of the service from the distribution main to the customer's premises including the cost of a detector check meter or other suitable and equivalent device, valve and meter bow, said installation to become the property of the District.

13.2 No Connection to Other System. There shall be no connections between this fire protection system and any other water distribution system on the premises.

13.3 Use. There shall be no water used through the fire protection service except to extinguish accidental fires and for testing the firefighting equipment.

13.4 Meter Rates. Any consumption recorded on the meter will be charged for at double the regular service rates except that no charge will be made for water used to extinguish accidental fires where such fires have been reported to the duly authorized fire protection agency.

13.5 Monthly Rates. The monthly rates for fire protection shall be established in the District's Schedule of Rates.

13.6 Water for Fire Storage Tanks. Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available. The regular water rates will be applied.

13.7 Violation of Agreement. If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service.

13.8 Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

ARTICLE 14. TEMPORARY SERVICE.

14.1 Duration of Service. Temporary service connections shall be disconnected and terminated within six months after installation unless an extension of time is granted in writing by the District.

14.2 Deposit. The applicant shall deposit, in advance, the estimated cost of installing and removing the facilities required to furnish said service. Upon discontinuance of service the actual cost shall be determined and an adjustment made as an additional charge, refund or credit.

14.3 Installation and Operation. All facilities for temporary service to the customer connection shall be made by the Water Department and shall be operated in accordance with its instructions.

14.4 Responsibility for Meters and Installation. The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the District which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the District that the contractor or other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

14.5 Temporary Service From a Fire Hydrant. If temporary service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the proper authority and the District. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.

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

14.7 Rates. The rates for regular service shall be increased by fifty per cent (50%) for temporary service.

14.8 Credit. The applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit.

ARTICLE 15. GENERAL REGULATIONS.

15.1 Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water.

Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if no other consumers are inconvenienced thereby.

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

15.3 Responsibility for Superintendent's/Operator's Services. The customer shall be responsible for all equipment on his property starting at the meter. The customer shall be responsible for paying the Superintendent/Operator directly in the event that the customer asked the superintendent/Operator to respond to a problem that was on the customer's side of the meter. The customer shall make every attempt to have the Superintendent/Operator look into issues on his regular time in the District.