

ORDINANCE NO. 9
PINE COVE WATER DISTRICT
RULES AND REGULATIONS FOR WATER SERVICE

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ARTICLE 1
GENERAL PROVISIONS

- 1.1 Short Title.** These rules and regulations were duly adopted by the Pine Cove Water District Board of Directors pursuant to Ordinance No. 9, and shall be known and may be cited as the Pine Cove Water District Rules and Regulations for Water Service (hereinafter, the “Rules and Regulations”).
- 1.2 Water System.** The District shall 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.
- 1.3 Water Conservation.** The District fully supports water conservation practices. It is the responsibility of all District customers to use water wisely for the purpose of extending the life of the District’s water supply for the benefit of all District customers. The District shall have the power to restrict the use of District water during any emergency caused by drought, or other threatened or existing water shortage, and to prohibit the wastage of District water or the use of District water during such periods, for any purpose other than household uses or such other restricted uses as may be determined to be necessary by the District, and may prohibit use of such water during such periods for specific uses which the District may from time to time find to be nonessential. The District may prescribe and define by ordinance the restrictions, prohibitions, and exclusions.
- 1.4 Pressure Conditions.** All Applicants for Service Connections or Regular Water Service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed Service Connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.
- 1.5 Tampering with District Property.** No one except an employee of the District or the District’s contractors and those expressly authorized by the District shall at any time in any manner operate the curb stops or valves, main valves of the District’s system, or interfere with meters or their connections, street mains, or other parts of the water system.

**ARTICLE 2
DEFINITIONS**

- 2.1 Applicant.** Any Property Owner applying for Regular Water Service from the District.
- 2.2 Board.** The Board of Directors of the District.
- 2.3 Cost.** The cost of labor, material, transportation, supervision, engineering, and all other necessary overhead and operating expenses of the District.
- 2.4 Customer.** Any Property Owner or organization receiving Regular Water Service from the District.
- 2.5 Distribution Mains.** All water pipes in streets, highways, alleys, and easements used for distribution of water.
- 2.6 District.** The Pine Cove Water District.
- 2.7 Emergency Connection Use.** Water service and availability of Hydrants and other District facilities, excepting house service connections and appurtenances thereto, for use by third parties, other than organized fire prevention agencies, for the prevention or elimination of fires or in response to other emergency conditions.
- 2.8 General Manager.** The person appointed by the Board to have the administrative charge and responsibility for executing all the rules, regulations, and policies that are established by the Board.
- 2.9 Hydrant.** The District's hydrants for jurisdictional use by fire agencies.
- 2.10 Parcel.** A specific parcel of land as identified by the County of Riverside Assessor's records.
- 2.11 Person.** Any human being, individual, firm, company, partnership, association, 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.
- 2.12 Premises.** A physically separate structure designed for habitation, the conduct of business, commercial application, school, hospital, or public affairs. Apartment units, duplex units, mobile home units, condominium units, office suites, and similar recipients of Regular Water Service.
- 2.13 Private Fire Protection Service.** The service and facilities for building sprinkler systems, and other facilities installed on private property for fire protection, and the water available therefor.
- 2.14 Public Fire Protection Service.** The service and facilities of the entire water supply, storage, and distribution system of the District, including the Hydrants affixed thereto, and the water available thereby for fire protection by jurisdictional fire protection agencies, excepting house service connections and appurtenances thereto.

- 2.15 Private Water System.** All facilities and infrastructure on a Customer's side of the Service Connection that is used for receiving Regular Water Service for which the Customer is responsible and which is not owned by the District.
- 2.16 Rates Schedule.** A schedule of water rates and charges maintained by the District, which may be revised by the District from time to time by resolution.
- 2.17 Regular Water Service.** Water service and facilities rendered for normal residential, commercial, industrial, institutional, and governmental purposes on a permanent basis, and the water available therefor.
- 2.18 Service Connection.** The pipelines and appurtenant facilities, such as the curb stop, meter, and meter box, if any, that are used to extend Regular Water Service from a Distribution Main to a Premises. Where facilities are divided at the curb or property line to serve several Customers, each such branch service shall be deemed a separate Service Connection.

**ARTICLE 3
NOTICES**

- 3.1 Notices to Customers.** Unless otherwise required by law, all notices to Customers of the District shall be in writing and mailed to the Customer's last known address on file with the District. Notice shall be deemed to have been given when deposited in the United States mail with the proper postage affixed. Where conditions warrant or in emergencies, the District may notify Customers by telephone, email, facsimile, messenger, newspaper, radio, or any method deemed necessary.
- 3.2 Customer Complaints.** Customers are welcome to contact the District office at any time during normal working hours to ask any question or to file any complaint regarding the operation of the District, its Rules and Regulations or policies, billing, or other matters. The appropriate staff shall address said question or complaint and make every reasonable attempt to arrive at an understanding with the Customer. In the event that the Customer is not fully satisfied, he or she may meet with the General Manager in an effort to resolve the situation. If the General Manager is unable to resolve the situation, the Customer shall have the right to present the issue or situation to the Board of Directors.
- 3.3 Notices from Customers.** All notices or complaints from Customers to the District shall be in writing and shall be hand delivered to the District office, faxed to the District office, or mailed to the District office, postage prepaid, to the address listed below:

Pine Cove Water District
24917 Marion Ridge Dr.
PO Box 2296
Idyllwild, CA 92549-2296
Fax: 951-659-3112

Regular Business Hours:
9:00 a.m. to 4:00 p.m.

Phone: 951-659-2675

In emergency circumstances, Customers may deliver written notices to the General Manager by hand delivery or by email to jerry@pcwd.org.

**ARTICLE 4
DISTRICT MANAGEMENT**

4.1 General Manager – Duties. The General Manager shall, subject to the oversight of the Board:

- (1) Have full charge and control of all of the maintenance, operation, construction, and administrative requirements of the District’s water system;
- (2) Have full power and authority to employ and discharge all employees.
- (3) Prescribe the duties of employees and assistants;
- (4) Fix and alter the compensation of employees and assistants;
- (5) Perform all duties prescribed by the Board; and
- (6) Report to the Board in accordance with these Rules and Regulations and all District ordinances, resolutions, and other orders of the Board.

4.2 Regular Inspection and Maintenance. The General Manager shall regularly inspect and maintain all physical facilities related to the water system to see that they are in good repair and proper working order, and to identify violations of these Rules and Regulations or any ordinance, resolution, or order of the Board.

- (1) Repairs; Violations. The General Manager shall note any violation or need for major repair work. If the work required is in the nature of an emergency, the General Manager shall take whatever steps are necessary to maintain Regular Water Service to Customers pending action by the Board. Violations will be referred to the Board.
- (2) Supervision. The General Manager shall supervise all repairs or construction work and shall perform any other duties prescribed elsewhere in these Rules and Regulations or as otherwise prescribed by the Board.

4.3 Office Manager – Duties. The Office Manager shall compute, prepare, and mail bills as hereinafter prescribed, make and deposit collections, maintain proper books of account, collect, account for, and refund deposits, maintain the District’s bookkeeping system, and perform any other duties now or hereafter prescribed by the General Manager.

4.4 Performance of Duties. The duties of the Office Manager may be performed by existing District personnel or by other designated employees under the direction of the General Manager, as warranted.

ARTICLE 5
APPLICATIONS FOR REGULAR WATER SERVICE

- 5.1 Applications.** Applications for Regular Water Service shall be made on application forms maintained by the District. Where any extension or alteration of any Distribution Main is necessary, or where a substantial investment of District resources is required to furnish Regular Water Service, the terms and conditions of extending service will be provided by written agreement between the District and the Applicant and shall provide for reimbursement of the District's Costs for the necessary extension, alteration, or other resources.
- 5.2 Undertaking of Applicant.** Applications for Regular Water Service shall signify the Applicant's agreement to comply with these Rules and Regulations, as well as all District ordinances, resolutions, and orders of the Board, all as amended from time to time. Applicants shall pay all applicable fees, as prescribed in the then-current Rates Schedule, prior to commencement of Regular Water Service.
- 5.3 Payment for Previous Service.** Where an Applicant is an existing Customer or has otherwise received water for Regular Water Service, temporary water use, Private Fire Protection Service, Public Fire Protection Service, or Emergency Connection Use, for which the Applicant is responsible for payment, and payment in full has not been made to the District, such application will not be processed unless and until the Applicant pays the District in full for all water service previously rendered to the Applicant.
- 5.4 Installation of Services.** Service Connections will be installed by the District 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 District. Service Connections installed in new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the Applicant in the installed location. Relocation of such installed Service Connections occasioned by construction of streets or alleys shall be paid by the Customer requesting or requiring relocation.
- 5.5 Changes in Customer's Equipment.** Customers wishing to make any material change in the size, character, or extent of the equipment or operations utilizing Regular Water Service, or whose change in operations are reasonably likely to result in a material increase in the use of water, shall give the District thirty (30) days' advance written notice of the nature of the change and, where applicable, shall amend any pending application for Regular Water Service to include that information.
- 5.6 Responsibility for Charges.** All Customers of record on a Regular Water Service account shall be responsible, jointly and severally, for the payment of all water rates, charges, and fees associated with that Regular Water Service account.

ARTICLE 6
SUBDIVISIONS/LAND DEVELOPMENT/LAND USE CHANGES

- 6.1 Application.** Any Person desiring to provide a water system within a tract of land for which a subdivision is proposed shall make a written application to the District therefor.
- 6.2 Subdivision Service Application Contents.** The application shall state the location and number of the tract, the name of the subdivision, and any other information necessary to identify the tract and subdivision. The application shall be accompanied by two copies of the final subdivision map and of the plans, profiles, and specifications for the street work or any other work relevant to or affecting water service therein.
- 6.3 Investigation.** Upon receiving the application, the District shall make an investigation of the proposed subdivision and shall report its findings to the subdivider, including a recommendation of the facilities, documentation, and estimated cost of the proposed water system therefor.
- 6.4 Subdivisions, Tracts or Housing Projects – Deposit.** If the facilities are to be installed by the District, the subdivider shall be required to deposit with the District the District’s estimated Cost of installing the system within the subdivision. Hydrants shall be located as required by applicable government regulations. If the subdivider prefers to cause the facilities to be installed itself, it shall enter into a written agreement with the District to install the facilities and shall provide a bond for the faithful performance thereof, with sureties satisfactory to the District.
- 6.5 Specifications and Construction.** The size, type, and quality of materials and location of the works shall be specified by the District and the actual construction shall be done by the District, or by a licensed contractor acceptable to the District. All work performed by subdivider’s contractor shall be inspected by an authorized representative of the District, at subdivider’s expense. Any such inspection shall be solely for the purposes and benefit of the District and the District shall incur no responsibility or liability as a result of such inspection.
- 6.6 Adjustment.** After the estimated Cost has been deposited with the District under Section 6.4 herein, all adjustments of any material difference between the estimated Cost and the actual Cost shall be accounted for after the completion of the installation, and any excess shall be refunded to the Person who made the deposit and any shortage will be paid to the District by the Person who made the deposit.
- 6.7 Property of District.** All installed facilities shall become the property of the District upon acceptance by the Board.
- 6.8 Connections.** The subdivider shall, at its cost, provide all connections to the individual units constructed by it, as herein provided.

**ARTICLE 7
GENERAL USE REGULATIONS**

- 7.1 Number of Services per Parcel.** An Applicant may apply for as many Service Connections as may be reasonably required for each Parcel based on the size of the Parcel and any special circumstances. Multiple Service Connections will require special approvals by the Board. The pipeline system from each Regular Water Service shall be independent of and shall not be interconnected with any other Regular Water Service.
- 7.2 Supply to Separate Premises.** Not more than one (1) Parcel shall be serviced from each Service Connection.
- 7.3 Supply to Separate Premises.** Where more than one (1) Premises exists or is located on a Parcel, a unit charge will be assessed for each separate Premises in addition to normal water use charges for the Parcel, as prescribed in the Rates Schedule.
- 7.4 Water Conservation.** No Customer of the District shall knowingly permit leaks to exist on the Customer's side of its Service Connection. It is each Customer's responsibility to maintain its Private Water System in a manner consistent with District and State requirements and water conservation practices. Neglect of a Customer's Private Water System, which results in what may be considered by the District to be excessive use or unreasonable waste of water, shall result in a written notification to the Customer. If after five (5) days of delivery of such notice, the Customer continues to neglectfully use water, including knowingly permitting the excessive use and waste of water that may interrupt the District system and/or threaten the health and safety of District customers, the District may discontinue service as provided herein. The Customer shall hold the District harmless from any actions and/or damages to the Customer's Premises, including that of adjoining Premises, as a result of immediate discontinuation of service due to neglect of the Customer's Private Water System.
- 7.5 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 District 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. No payment shall be made for placing or maintaining said facilities on private property.
- 7.6 Damage to Water System Facilities.** The Customer shall be liable for any damage to the District-owned facilities when such damage is from causes originating on the Customer's Premises by an act or inaction of the Customer or the Customer's tenants, agents, or invitees. The Customer shall reimburse the District for any such damage promptly after receiving a bill from the District.
- 7.7 Control Valve on the Customer Property.** The Customer shall provide a valve on the Customer's side of the Service Connection as close as is practicable to the meter location, street, highway, alley or easement in which the Distribution Main serving the Customer's property is located, to control the flow of water to all the piping on the Customer's Premises. The Customer shall not use the District's service curb stop to turn water on and off.

7.8 Interruption in Service. The District shall not be liable for any damage which may result from an interruption in service caused by conditions beyond the reasonable control of the District. When necessary, the District may make temporary shutdowns to make improvements and repairs. Whenever possible, and as time permits, all Customers affected will be notified prior to the initiation of temporary shutdowns. The District shall not be liable for any interruption, shortage, or insufficiency of supply, or for any loss or damage occasioned thereby, that is caused by any force majeure event including, but not limited to, any accident, act of God, fire, strikes, riots, war, act of terrorism, or any other cause not within the District's reasonable control.

7.9 Access to Facilities. By accepting Regular Water Service, the Customer agrees to grant to the District an irrevocable license to enter onto Customer's property for purposes of installation, operation, inspection, maintenance, repair, replacement, or removal of the Service Connection, including the meter and meter box. This right of entry shall be a condition of Regular Water Service in order to ensure that the continuation of Regular Water Service to the Premises will not constitute a menace to the integrity of the District's water system or to the health, safety, and welfare of the people throughout the District's water system. Any Customer refusing entry shall have Regular Water Service discontinued until the property can be inspected. Any wrongdoing shall be passed on to the proper authorities.

**ARTICLE 8
CROSS-CONNECTIONS**

8.1 Cross-Connections. Customers shall comply with all State and Federal laws and regulations governing the separation of dual water systems and installations of back flow prevention devices to protect the public water supply from the danger of cross-connections.

8.2 Authority and Purpose. The State Regulations (as hereinafter defined) and this Article have the following purposes:

- (1) To protect the public water supply against all unauthorized cross-connections, both actual and potential, by isolating within a Premises any contamination or pollution that may occur because of some undiscovered or unauthorized cross-connection on the Premises.
- (2) To eliminate existing connections between the District's potable water system and other sources of water that are not, or may potentially not be potable.
- (3) To eliminate cross-connections between the District's potable water system and other sources of water or process water used for any purpose whatsoever that may jeopardize the safety of the District's potable water system.
- (4) To search out and eliminate, in accordance with the terms of these Rules and Regulations, existing unauthorized cross-connections and to prevent the making of unauthorized cross-connections in the future.
- (5) To encourage the exclusive use of the District's potable water system for human consumption purposes.
- (6) To protect the District's drinking water supply from the Premises where plumbing defects or cross-connections may endanger said drinking water supply.

8.3 Definitions. For purposes of this Article, the following definitions apply:

- (1) Air Gap Separation. The term air gap separation (AG) means a physical break between the supply line and a receiving receptacle and shall be at least double the diameter of the supply pipe measured vertically above the flood rim of the receiving vessel and shall in no case be less than one (1) inch.
- (2) Approved Tester. A person who holds a current and valid American Water Works Association (AWWA) Backflow Prevention Assembly Testers Certification and is included within the District's approved list of providers to perform backflow prevention device testing within the District's water system in accordance with established procedures as found in the latest edition of the Manual of Cross-Connection Control, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

- (3) Auxiliary Water Supply. Any water supply on or available to a Premises other than the approved water supply as delivered by the District to the Service Connection. This includes storage tanks where water quality may be contaminated or degraded, private wells, natural or ornamental ponds, streams, storm water, rain barrels, gray water, recycled water, and the ocean.
- (4) Backflow. The reverse flow of water or any other fluid or substance or any combination or any mixture thereof from the Customer's system into the District's water system.
- (5) Backflow Prevention Device. An approved device designed to prevent a backflow from an unapproved source into the District's water system.
- (6) Contamination. Any degradation of the quality of the potable water supply by any foreign substance that creates a hazard to public health, or which may impair the usefulness or quality of water.
- (7) Cross Connection. Any connection, link or channel between the District's water distribution system and any other water distribution system, including, but not limited to, an auxiliary water supply, a pipe or piping system, plumbing fixtures, appliance, container, receptacle, other devices that may allow for contaminated or used water or fluid, or any other substance of whatsoever nature other than the water supplied by the District, to enter any part of the District's water system.
- (8) Double Check Valve Assembly. The term double check valve assembly (DC) means an assembly of at least two independently acting check valves including tightly closing shut-off valves on each side of the check valve assembly and test cocks available for testing the water-tightness of each check valve.
- (9) Reduced Pressure Principle Backflow Prevention Device. The term reduced pressure principle backflow prevention device (RP or RP device) means a backflow preventer incorporating not less than two check valves, an automatically operated differential relief valve located between the two check valves, a tightly closing shut-off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.
- (10) State Regulations. The term state regulations means those California regulations pertaining to cross-connections as are set forth in the California Code of Regulations, Title 17, Sections 7583 – 7605, inclusive, as amended.

- 8.4 Implementation and Control.** The District shall be responsible for the implementation of the provisions of these Rules and Regulations and the state regulations in cooperation with, and under the guidance of, the State Water Resource Control Board (SWRCB) or any other State, County, or other public agency having proper jurisdiction over water quality enforcement. The state regulations, as they may be amended or revised, are incorporated into these Rules and Regulations by reference and made a part hereof, insofar as the same are applicable to the protection of the District's water distribution. The District will designate a properly trained and certified member of its staff as the cross-control officer. Said officer shall be supported by the other District staff as the General Manager deems necessary. Appeals of implementation and control decisions shall be first submitted to the SWRCB for a health ruling and then through District staff for an administrative decision.
- 8.5 Reference Manual.** The Manual of Cross-Connection Control, latest edition, published by the Foundation for Cross-Connection Control and Hydraulic Research, shall be used as a technical supplement to this Article.
- 8.6 Cross-Connection Protection Requirements.** Unprotected cross-connection with the District water system is prohibited. Whenever backflow protection is determined by the District to be necessary on a water supply line entering a Customer's premises, the Customer shall install an approved backflow prevention device at the Customer's expense on any and all water supply lines from the Distribution Mains entering such Premises, buildings, or structures, regardless of the extent to which the additional water supply lines are used.
- 8.7 Backflow Prevention.** The type of backflow prevention device to be installed shall be in accordance with the requirements of this Article. Compliance is an express condition of continued Regular Water Service or establishment of a new Service Connection. The Customer shall be responsible for the maintenance, inspection, and testing of backflow prevention devices as required herein. Backflow protection shall be required as follows:
- (1) Pressure Relief Valves. As a protection to the Customer's plumbing system where check valves or other protective devices are used, the Customer shall install and maintain, at the Customer's expense, a suitable pressure relief valve.
 - (2) Auxiliary Water Supplies. Each meter service facility from the District's water system for supplying water to Premises having an auxiliary water supply shall be protected against backflow from the Premises into the public water system unless the auxiliary water supply is accepted as an additional source by the District and is approved by the public health agency having jurisdiction.
 - (3) Sanitation. Each meter service facility from the District's water system for supplying water to any Premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the Premises into the public system. This shall include the handling of process waters and waters originating from the District's water system which have been subjected to deterioration in sanitary quality.

- (4) Internal Cross-Connections and Intricate Plumbing Systems. Backflow prevention devices shall be installed on the meter service facility to any Premises having: (1) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the District; or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

8.8 Type of Protection Required. The type of protection that shall be provided to prevent backflow into the District's water system shall be commensurate with the degree of hazard, actual or potential, that exists on the Customer's Premises. The type of backflow prevention device that may be required (listed in decreasing level of protection) includes: air-gap separation (AG), a double check valve assembly (DC), and reduced pressure principle backflow prevention assembly (RP). The Customer may choose a higher level of protection than required by the District. The minimum backflow protection required to protect the District's water supply based on varying degrees of hazard are listed in Table 1 of the California Code of Regulations, Title 17, Division 1, Chapter 5, Section 7604. Situations that are not covered in that table shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the District or public health agency having jurisdiction. Two or more meter service facilities supplying water from different Distribution Mains to the same building, structure, or Premises through which an inter-street main flow may occur, shall have at least an approved double check valve assembly on each meter service facility to be located adjacent to and on the property side of the respective meters. In special circumstances, when a 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 to the back flow prevention devices.

8.9 Backflow Prevention Devices. Only backflow prevention devices that have been approved by the District shall be acceptable for installation by a Customer. A list of approved backflow prevention devices will be provided upon request to any affected Customer. Backflow prevention devices shall be installed in a manner prescribed by the California Code of Regulations, Title 17, Division 1, Chapter 5, Section 7603. Location of the assemblies shall be as close as practical to the meter service facility. The District shall have the final authority in determining the required location of a backflow prevention device. Unless directed otherwise by the District, backflow prevention devices shall be located as follows:

- (1) Air-Gap Separation (AG). The air-gap separation shall be located on the Customer's side of and as close to the meter service facility as is practical. All piping from the meter service facility to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the meter service facility and the air-gap separation. The water inlet piping shall terminate a distance of at least two (2) pipe diameters of the supply inlet, but in no case less than one (1) inch above the overflow rim of the receiving tank.

- (2) Reduced Pressure Principle Backflow Prevention Assembly (RP). The approved reduced pressure principle backflow prevention assembly shall be installed on the Customer's side of and as close to the meter service facility as is practical. The assembly shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the meter service facility and the RP assembly shall be protected in a manner approved by the Agency.
- (3) Double Check Valve Assembly (DC). The approved double check valve assembly shall be located as close as practical to the meter service facility and shall be installed above grade, in a manner where it is readily accessible for testing and maintenance.

8.10 Customer Maintenance and Certification Obligations. It shall be the responsibility of the Customer to install all required assemblies in accordance with the District's adopted construction specifications (AWWA Standards, latest revisions). Initial certification of all backflow prevention devices shall be performed only by approved testers on behalf of the Customer. Thereafter, it shall be the duty of the Customer at any Premises where backflow prevention devices requiring annual testing are installed to have certified inspections and operational tests completed at least once per year. In those instances where the District deems the hazard to be great enough, it may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the Customer, and shall be performed by an approved tester. It shall be the duty of the Customer to see that these tests are made. These backflow prevention devices shall be repaired, overhauled, or replaced at the expense of the Customer whenever said devices are found to be defective. Records of such tests, repairs, and overhaul shall be submitted to the District on standard maintenance forms. No backflow prevention device shall be placed back in service unless it is functioning as required. Any approved backflow prevention device shall be the property of the Customer and the District shall have no responsibility or liability for the cost of operation, maintenance, testing, repair, or replacement thereof.

8.11 Approved Testers. The District will supply affected Customers with a list of approved testers acceptable to the District to test backflow prevention devices. The District will notify affected Customers by mail when annual testing of a backflow prevention device is required and also supply Customers with the necessary forms that must be completed and submitted each time a backflow prevention device is tested or repaired. The backflow prevention device tester shall provide both the Customer and the District with a copy of the test results.

8.12 Removal, Relocation, Repair or Replacement. Approval must be obtained from the District before a backflow prevention device is removed, relocated, repaired or replaced.

- (1) Removal: The use of a backflow prevention device may be discontinued and the backflow prevention device removed from service only upon determination by the District that a hazard no longer exists.
- (2) Relocation: A backflow prevention device may be relocated following confirmation by the District that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the backflow prevention device.

- (3) Repair: A backflow prevention device may be removed for repair, provided the water use is either discontinued until the repair is completed and the backflow prevention device is returned for service, or the service connection is equipped with other backflow protection approved by the District during the repair. A retest will be required following the repair of the backflow prevention device.
- (4) Replacement: A backflow prevention device may be removed and replaced provided the water use is discontinued until the replacement backflow prevention device is installed. All replacement backflow prevention devices must be in compliance with this Article.

8.13 Required Upgrades to Backflow Prevention Devices. The General Manager may require the Customer to upgrade an existing backflow prevention device which, in the opinion of the General Manager, is a type that does not provide adequate protection for the degree of potential hazard which exists on the Customer's Premises. The upgrade shall be at the Customer's expense and may include complete replacement and relocation of the backflow prevention device, and/or the installation of additional devices.

8.14 User Supervisor. At each Premises where it is necessary, in the opinion of the District, a user supervisor shall be designated by and at the expense of the Customer. The user supervisor shall be responsible for the monitoring of the backflow prevention devices and for avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the Premises, the District shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The Customer shall inform the District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

8.15 Administration. The cross-connection control program shall be administered by the General Manager. The District will establish and maintain a list of approved backflow prevention devices, as well as a list of approved testers. The District shall conduct necessary surveys of Customer Premises to evaluate the degree of potential health hazards. The District shall notify affected Customers when a backflow prevention device needs to be installed, and when it is time for testing.

8.16 Water System Survey. The District shall review all requests for new services to determine if backflow prevention is needed. Plans and specifications must be submitted to the District upon request for review of possible cross-connection hazards as a condition of service for new Service Connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required backflow prevention device must be installed before service will be granted.

- (1) Inspection. The District may require an on-premises inspection to evaluate cross-connection hazards. The District will notify the affected Customer of the need for inspection. If, in the judgment of the General Manager, an approved backflow prevention device is required at any metered service facility for the safety of the District system, the General Manager shall give notice in writing to the affected Customer to install an approved backflow prevention device at each of such Customer's metered service facilities. Within the time prescribed by the General Manager, the Customer shall install such approved device or devices at the Customer's own expense; and failure, refusal or inability on the part of the Customer to install said device or devices shall immediately constitute a ground for discontinuing water service to such meter service facility until such device or devices have been properly installed.
- (2) Re-Inspection. The District may, at its discretion, require a re-inspection for cross-connection hazards of any premises to which it serves water. The District will notify the affected Customer of the need for re-inspection. Any Customer who cannot or will not allow an on-premises inspection of his or her piping system shall be required to install the backflow prevention device that the District deems necessary.
- (3) Availability for Inspections. All Customer systems shall be open for inspection at all reasonable times to authorized representatives of the District to enable the District to ascertain the existence of cross-connection or other structural sanitary hazards, including violations of this Article. When such a condition becomes known, the General Manager may deny or immediately discontinue service to the Premises by providing for a physical break in the service line until the Customer has corrected the condition(s) in conformance with all laws and applicable District ordinances and resolutions relating to plumbing and water supplies, and with all regulations adopted pursuant thereto.

8.17 Customer Notification – Device Installation. The District will notify the Customer of the survey findings, listing the corrective actions to be taken if any are required. A period of thirty (30) days will be given to complete all corrective actions required, including installation of backflow prevention devices. A second notice will be sent to each Customer who does not take the required corrective actions prescribed in the first notice within the 30-day period allowed. The second notice will give the customer fifteen (15) days to take the corrective action. The notice shall state that if no action is taken within the fifteen (15) day period, the District will terminate water service to the affected Customer until the required corrective actions are taken. The District may provide additional notification as it deems necessary.

8.18 Customer Notification – Testing and Maintenance. The District will notify each affected Customer when it is time for the backflow prevention device installed on their Service Connection to be tested.

- (1) Initial Notice. The notice shall contain the following information:
 - (a) The service location and account number (or other appropriate identification number);

- (b) A statement that the Customer is responsible for providing for the routine maintenance, repair, and testing;
 - (c) That the testing requirement is made under the authority of Division 12 of Part 5 (commencing with Section 30000) of the California Water Code, Title 17 of the California Code of Regulations, and this Article;
 - (d) A deadline of thirty (30) days by which the device must be tested, and repaired if necessary;
 - (e) That if the Customer fails to test or repair a device within the time period required by the notice, the District may terminate water service to the affected Customer;
 - (f) The designated District contact person, including address and phone number;
 - (g) A report form for the Customer to use to submit the test results; and
 - (h) A list of approved testers.
- (2) Second Notice. A second notice shall be sent to each Customer that does not have his or her backflow prevention device tested as prescribed in the first notice within the 30-day period allowed. The second notice will give the customer a fifteen (15) day period to have his or her backflow prevention device tested. This notice shall include the following information:
- (a) A restatement of the cross-connection hazards found on the Customer's Premises, and the required corrective actions.
 - (b) A second deadline of fifteen (15) days for either correcting the problem or scheduling an office hearing to explain why the requirements should be postponed or eliminated.
 - (c) A statement of the District's intention to terminate water service to the Customer's Premises should he or she fail to comply with the new deadline. The notice shall advise the Customer that a health agency hearing may be requested, but the request must be received prior to the date scheduled for service termination.
 - (d) Information regarding the extra charges the customer will have to pay to reestablish water service after it is terminated.
- (3) Further Notice and Termination. The District may provide additional notification as it deems necessary. If no action is taken within the prescribed period, the District may terminate water service to the affected Customer until the subject device is tested.

8.19 Maintenance of Records. The District shall maintain such records so as to be able to effectively manage a cross-connection control program. The records shall include the following information for each backflow prevention device in the water system:

- (1) Identification information:
 - Name
 - Address
 - Account number (or other identification number)
 - Responsible person
 - Type of business
- (2) The date of the most recent cross-connection survey performed at each location.
- (3) The type of hazard(s).
- (4) Location of all backflow prevention devices.
- (5) Type of device; including make, model, size, serial number, recommended frequency of testing.
- (6) Record of testing and repairs.
- (7) Comments, notes on any problems with the device.

Records shall also be kept on surveys made of Premises where no backflow protection was required.

8.20 Water Service Termination. When the District encounters water uses that represent clear or perceived cross-connection violation, water service may be terminated.

- (1) Basis for Termination. Conditions which constitute the basis for possible water service termination shall include, but are not limited to, the following:
 - (a) Refusal to install and/or test a backflow prevention device, or to repair or replace a faulty backflow prevention device.
 - (b) Direct or indirect connection between the public water system and a sewer line.
 - (c) Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
 - (d) Unprotected direct or indirect connection between the public water system and an auxiliary water system.
 - (e) Refusal to supply the District with copies of all required test results before the deadline indicated in the District's notification of required testing.
 - (f) Removal or bypass of a required backflow prevention device.

- (2) District Actions. The District may take one or both of the following steps if water service termination is required because of cross-connection violations:
 - (a) Make a reasonable effort to notify the Customer of the District's intent to terminate water service.
 - (b) Terminate water service immediately and lock the service valve. The water service shall remain inactive until the violations are corrected and approved by the District.
- (3) Customer Protest Process. If the Customer files with the District a written protest of the degree of hazard involved and the commensurate degree of protection required to be provided, the matter shall be referred by the District to the appropriate health agency. If the protest involves a new meter service facility installation, the District shall not activate said facility until after the health agency has delivered its written decision to the District. The written decision of the health agency shall be final.

8.21 Charges. The Board shall establish, and may from time to time alter, a schedule of fees and charges to offset the District's costs incurred under this Article. It shall be the policy of the District that the Customer whose premises cause the need to protect the District water supply shall be responsible to cover the cost of the protection, including the District's Costs. Fees and charges may include, but are not limited to:

- (1) The cost to initially determine the need for protection and the type of backflow prevention device required.
- (2) The cost to annually review compliance with this Article, including any costs of inspection, testing and certification.
- (3) The cost to disconnect and/or reconnect a service because of noncompliance with this Article.

8.22 Temporary Water Service. All temporary water service, Private Fire Protection Service, Public Fire Protection Service, or Emergency Connection Use shall be metered and equipped with backflow protection pursuant to the State Regulations and subject the provisions of ARTICLE 13, ARTICLE 14, and ARTICLE 15 of these Rules and Regulations. Inspection of backflow prevention devices shall be a condition of use and at the expense of the Customer.

ARTICLE 9
SERVICE CONNECTIONS AND METERS

- 9.1 Service Connections and Capacity Charges.** The District will furnish and install a Service Connection of such size and at such location as an Applicant reasonably requests. Once approved, the Service Connection will be installed from the Distribution Main to the curb line or property line of the Premises abutting on the street, on other thoroughfares, or on the District right-of-way or easement. Only duly authorized employees or agents of the District shall be permitted to install a Service Connection. All Service Connections, whether located on public or private property, shall be and remain the property of the District unless expressly provided otherwise, and the District reserves the right to repair, replace, and maintain Service Connections, as well as to remove Service Connections upon discontinuance of Regular Water Service. Charges for new Service Connections are hereby established, and the amounts of such charges shall be as prescribed in the Rates Schedule. Capacity charges are also hereby established, the amounts of which shall be as prescribed in the Rates Schedule.
- 9.2 Meter Installations.** Meters shall be installed at the curb or at the property line, 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 a 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 the District's authorized employees or agents.
- 9.3 Meter Sizes.** The District will determine the minimum required size of the meter size and type of meter required for all types of water service. The size of the meter shall be based on the District's evaluation of the Applicant's need and use as determined from the information presented by the Applicant. Unless the District's evaluation of the Applicant's needs indicates a special requirement, the meter will be sized in accordance with the Uniform Plumbing Code. Any increase in meter size made solely for the convenience of the Customer will require a non-refundable fee equal to the difference in installation charges prescribed in the Rates Schedule.
- 9.4 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 the District's expense, unless moving it is the result of Customer changes or the possibility of damage caused by the Customer.
- 9.5 Meter Reading.** Meters will be read periodically as established by the Board.
- 9.6 Meter Tests Accuracy.** All meters are tested by the manufacturer prior to installation and shall meet American Water Works Association (AWWA) standards for accuracy. Customers have the right to have their meter(s) tested at any time, provided that the Customer shall first pay the meter testing fee to the District in the amount required by the Rates Schedule then in effect.

Should the meter test beyond the upper limit of the AWWA accuracy parameters and be found therefore to be in the District's favor, the meter testing fee shall be refunded. The District may from time to time, or as a matter of policy, institute a periodic meter testing program. The

District reserves the right to test any Customer meter at any time without notification and without charge to the Customer.

- 9.7 Adjustment for Meter Errors – Fast Meters.** If a meter that is tested at the request of a Customer is found to be beyond the upper limit of the AWWA accuracy parameters and therefore to be in the District's favor, the excess charges for the time Regular Water Service was rendered to that Customer, or for a period of six months, whichever shall be the lesser, shall be refunded to the Customer at the water rates in effect during that time period. Any such overcharge represented by the meter testing beyond the upper limit of the AWWA accuracy parameters will be credited to the Customer on the next regular billing.
- 9.8 Adjustment for Meter Errors – Slow Meters.** If a meter that is tested at the request of a Customer is found to be outside the lower limit of the AWWA accuracy parameters and therefore to be in the Customer's favor, the District may bill the Customer for the percentage error based upon corrected meter readings for the period, not exceeding six months, that the meter was in use, at the water rates in effect during that time period. Any such undercharge represented by the meter testing outside the lower limit of the AWWA accuracy parameters will be added to the Customer's next regular billing.
- 9.9 Non-registering Meters.** If a meter is found to be not operating and no consumption has been recorded, the District reserves the right to apply the greater of the minimum billing period rate or an estimation of consumption for the most recent billing period, and apply the adjustment indicated to the Customer's next regular billing. Where feasible, such estimates shall be made on previous consumption for the same Customer for a comparable period.

ARTICLE 10
CREDIT AND BILLING

- 10.1 Billing Period.** The billing period shall be as established by the Board and may be changed from time to time as reflected on the Rates Schedule.
- 10.2 Billing Adjustments.** Should the Customer have a complaint with regard to Regular Water Service, or dispute the correctness of a bill for Regular Water Service, he or she should contact the District office prior to the bill becoming delinquent to endeavor to arrive at an understanding. Should a Customer be unable to have his or her complaint satisfied by the District's General Manager or staff, the Customer may submit his or her complaint in writing with a full and detailed explanation to the District's Board for resolution. In any event, action by the Board shall not be delayed more than to the time of the next regular meeting of the Board for the receipt of special reports on the complaint, unless further delay is freely and willingly agreed to by the Customer. The decision of the Board shall be final.
- 10.3 Payment Plans.** Special arrangements on billing, payment plans, etc., must be approved by the General Manager prior to the due date of the original billing period. Payment plan payments are in addition to the regular billing. Failure to make payments will result in disconnection of Regular Water Service as provided in ARTICLE 11.

ARTICLE 11
DISCONTINUANCE OF SERVICE

- 11.1 Non-Compliance with Rules and Regulations.** The District may discontinue Regular Water Service to a Customer for non-compliance with the District's Rules and Regulations or any other ordinance, resolution, or order of the Board related to the Regular Water Service.
- 11.2 Unsafe Apparatus.** Regular Water Service may be refused or discontinued to any Premises where apparatuses or appliances are in use which might endanger or disturb the service to other customers.
- 11.3 Fraud or Abuse.** Service may be discontinued if necessary to protect the District against fraud or abuse.
- 11.4 Penalty for Violation.** For the failure of a Customer to comply with all or any part of the Rules and Regulations, or any ordinance, resolution, or order of the Board, or any order fixing rates and charges of the District, a penalty for which has not hereafter been specifically fixed, the Customer's Regular Water Service shall be discontinued and the Regular Water Service shall not be restored to such Customer until he or she shall have complied with the ordinance, resolution, rule, regulation, order, rate, or charge that he or she has violated or, in the event that the Customer cannot comply with said requirements, then until he or she shall have satisfied the District that in the future he or she will comply with all such requirements established by the District and with all rates and charges of the District. In addition thereto, the Customer shall pay the District a renewal of service fee in an amount prescribed in the Rates Schedule.
- 11.5 Disputed Bills.** Residential Customers may initiate a complaint or request an investigation relating to billed charges by presenting their complaint or request to the District at least 48 hours prior to the due date of the bill.

Any residential Customer who has initiated a complaint or requested an investigation within five (5) days of receiving the disputed bill, or who has, within thirteen (13) days of mailing of a notice of delinquency as provided herein, made a request for extension of the payment period of a bill asserted to be beyond the means of the Customer to pay in full during the normal period for payment, will be given an opportunity for review by the General Manager. The review may include consideration of whether the Customer will be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve (12) months.

The General Manager will review, consider, and resolve issues, investigations, and requests made in accordance with this section, and the determination will be final unless otherwise determined by the Board upon appeal by the Customer. The Customer may appeal the General Manager's determination and present the matter to the Board during its next regularly scheduled board meeting. Appeal of the dispute or complaint to the Board shall not affect termination of Regular Water Service. All decisions of the Board shall be final.

11.6 Bill Amortization. Consent to amortize an outstanding water bill may be considered on residential accounts only. Residential Customers requesting payment arrangements may be permitted to amortize one bill for a maximum period not-to-exceed a twelve (12) month repayment period. The Customer becomes eligible for another bill amortization twelve (12) months after the completion of the last bill amortization. Bill amortization is available to Customers with:

- (1) No returned payments in the last 12 months;
- (2) No Regular Water Service termination due to non-payment in last 12 months; and
- (3) No failure to honor a previous payment plan.

The District will not terminate Regular Water Service as long as the residential Customer complies with the amortization agreement, if the Customer also keeps the account current as charges accrue in each subsequent billing period.

If the Customer fails to adhere to the terms of the amortization agreement, the District may terminate Regular Water Service upon giving a 48-hour notice to the Customer. Such notice shall not entitle the Customer to further investigation by the District.

11.7 Disconnection for Non-Payment.

- (1) Notice of Termination of Service. Notice of delinquency and impending service termination will be mailed at least fifteen (15) days before termination of Regular Water Service for non-payment of a delinquent account; provided, however, that such notice shall not be mailed earlier than nineteen (19) days after the date of mailing of the District's bill. The District will make a reasonable, good faith effort to contact an adult person residing at the Premises of the Customer by telephone or in person at least 48 hours prior to any termination of Regular Water Service, except that whenever telephone or personal contact cannot be accomplished, the District shall give, by mail or by posting in a conspicuous location at the Premises, a notice of termination of service, at least 48 hours prior to termination. An additional administrative charge will be applied for notification, lock-off processing, and service restoration, if required, as prescribed in the Rates Schedule.
- (2) Exceptions. Notwithstanding any other provision of these Rules and Regulations, the District will not terminate residential Regular Water Service for non-payment of a water bill in any of the following situations:
 - (a) During a pending investigation by the District of a Customer dispute or complaint.
 - (b) When a Customer has been granted an extension of the due date for payment of a bill.

- (c) On the certification of a licensed physician and surgeon that to do so will be life threatening to the Customer and the Customer is financially unable to pay for Regular Water Service within the normal payment period and is willing to enter into an amortization agreement with the District pursuant to Section 11.6 with respect to all charges that the Customer is unable to pay prior to delinquency.

As to any Regular Water Service, whether or not residential, the District shall not cause cessation of services on any Saturday, Sunday, legal holiday, or at any time during which the business office of the District is not open to the public.

(3) Multiple Residential Accounts.

- (a) Whenever the District furnishes residential Regular Water Service through a master meter, or furnishes individually metered service in a single-family dwelling, multiunit residential structure, or mobile home park and the owner or manager is the customer of record, the District will make a good faith effort to inform the actual users of the services when the account is delinquent and service is scheduled for termination. Written notice will be provided ten (10) days prior to service termination, and will inform the actual users of the right to become customers without being required to pay the amount due on the delinquent account. The District will make Regular Water Service available to the actual users only if each actual user agrees to the terms and conditions of Regular Water Service, and meets the requirements of the District's Rules and Regulations. However, if one or more actual users are willing and financially able to assume responsibility for the subsequent charges to the entire account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those actual users who have not met the requirements of the District's Rules and Regulations, the District will make Regular Water Service available to actual users who do meet the District's requirements for obtaining new Regular Water Service.
- (b) When prior service for a period of time is a condition for establishing credit with the District, residency and proof of credit worthiness is required.

(4) Non-Residential Customers. Non-residential Customers failing to pay a bill on time are subject to termination of service immediately following the due date unless other payment arrangements have been made prior to the due date.

(5) Multiple Accounts. If a Customer has more than one account with the District, and the bill for Regular Water Service at any one is not paid within twenty (20) days after mailing, water services at all locations may be terminated. Residential service, however, will not be terminated for non-payment of bills for other non-residential services.

(6) Conditions for Restoration of Service. Restoration of Regular Water Service will be made upon payment of all delinquencies, deposits, regular bills, and administrative fees, as prescribed in the Rates Schedule.

- (7) Subsequent Tenants. Where the District has not been paid for furnishing water for residential use to a tenant, it will not seek to recover the amount of the delinquency and any related charges from a subsequent tenant as a condition of service. However, subsequent application for service will be accepted from the property owner only. If the property owner wishes to obtain information about the account status of a tenant, the District will provide the requested information.

11.8 Reconnection after Temporary Disconnection. A request for reconnection where metered service has previously been furnished shall be accompanied by payment of a meter reconnection charge that is for the full period that the service was discontinued, as provided in the Rates Schedule. If disconnection was for non-payment of Regular Water Service, the foregoing charges are in addition to the amount that was in arrears at the time of disconnection. In the event of reconnection under any of the conditions outlined in this paragraph, minimum water allowance will apply only for the period that is current at the time of reconnection. Any Regular Water Service wrongfully terminated by the District will be restored without charge for the restoration of Regular Water Service.

ARTICLE 12
DELINQUENT FEES

- 12.1 Delinquent Fee.** Rates and charges which are not paid on or before the tenth day of the month following the month during which the bill was sent, will be charged a delinquent fee, as prescribed in the Rates Schedule.
- 12.2 Payments Prior to Service.** All unpaid rates and charges and penalties herein provided must be paid before Regular Water Service will be provided, or reinstated.

ARTICLE 13
WATER SERVICE FOR PUBLIC FIRE PROTECTION AND EMERGENCY CONNECTIONS

- 13.1 Use of Hydrants.** Hydrants are for use only by jurisdictional fire agencies; provided, however, that Hydrants may be utilized by fire protection agencies for Public Fire Protection Service. Under no circumstances shall temporary water use or Emergency Connection Use take precedence over the vital function of fire protection.

The Board may adopt a standard agreement for Public Fire Protection Service, as well as a standard agreement for Emergency Connection Use. Other parties desiring to use Hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the Hydrant in accordance with all instructions issued by the District, whether written or otherwise. Unauthorized use of Hydrants will be prosecuted according to law.

- 13.2 Charges for Public Fire Protection and Emergency Connection Use.** Charges for Public Fire Protection Service and Emergency Connection Use are hereby established. Such charges shall be determined by agreement between the District and the user. The rates for such charges shall comply with any mandatory rates imposed by law for specific public agencies, and all other such rates as may be established by District resolution and may be reflected in the Rates Schedule.

- 13.3 Moving of Fire Hydrants.** When a Hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. The District provides water service only and does not operate Public Fire Protection Service facilities. Relying on the use of public fire Hydrants for Public Fire Protection Services shall be done at the fire protection agencies' own risk. If the Person responsible for the Hydrant desires a change in the size, type, or location of the Hydrant, that Person shall bear all costs of such changes, without refund. Any change in the location of a Hydrant must be approved by the proper authorities.

ARTICLE 14
WATER SERVICE FOR PRIVATE FIRE PROTECTION

- 14.1 Application.** Application for Private Fire Protection Service shall be made on a form provided by the District. Upon acceptance of the completed application, the District will coordinate with the applicant and applicable organized fire protection service having jurisdiction over the Premises to perform fire flow tests as may be required by such organized fire protection service and/or licensed fire protection engineer.
- 14.2 Payment of Cost.** An applicant for Private Fire Protection Service not currently installed shall pay the total actual Cost of installation of the service from the Distribution Main to the applicant's Premises including the cost of a detector check meter or other suitable and equivalent device, valve and meter box, and all such installed equipment shall be the property of the applicant.
- 14.3 Design and Construction.** The design and construction of the Private Fire Protection Service facility (on the Customer's side of the applicant's valve) shall be per the State's applicable design standards and specifications (AWWA). Applicant is advised that Private Fire Protection Service to new construction may be provided from a completely separate fire protection service facility. Applications for Private Fire Protection Service to an existing development that is already served by an existing meter service facility shall be reviewed by the District to determine if a combination service facility may be used to provide both domestic water and Private Fire Protection Service, or if a completely separate Private Fire Protection Service facility will be required.

The applicant shall consult the organized fire protection service having jurisdiction over the Premises to determine the fire protection requirements for the proposed development. Applicant is advised that the organized fire protection service may require applicant to provide various fire protection components and devices.

The applicant's minimum flow requirements shall be determined by a qualified fire protection engineer and reviewed and approved by the organized fire protection service having jurisdiction over the premises. The applicant shall provide the District with a letter from both the fire protection engineer and the organized fire protection service indicating the Private Fire Protection Service system's minimum flow requirements. The applicant shall be responsible for providing any additional onsite or offsite equipment including storage tanks, pumps, water system facility extensions, etc., as required by the organized fire protection service or licensed fire protection engineer in order to provide the minimum flow requirements for the Private Fire Protection Service system. Any required system facility extensions necessary to provide the required private fire protection shall be in accordance with these Rules and Regulations.

All Private Fire Protection Services shall contain a detector check meter which will be read regularly to determine if any water usage has occurred. All Private Fire Protection Services shall contain a backflow prevention device in accordance with these Rules and Regulations.

Applicant shall submit to the District Private Fire Protection Service system plans prepared by a licensed fire protection engineer and approved by the organized fire protection service having

jurisdiction over the Premises and by the local building department prior to construction or activation of Private Fire Protection Service facilities. Said plans shall show the applicant's preferred location of the Private Fire Protection Service facility to be provided by the District.

- 14.4 Service Size and Location.** The District shall determine whether a separate Private Fire Protection Service facility is needed, depending on requirements of the County of Riverside or Fire Department, and if required, the size of the District's Private Fire Protection Service facility, from the information submitted by the applicant (including minimum flow requirements). The location of the District's Private Fire Protection Service facility shall be indicated on the approved Private Fire Protection Service plans. The District will furnish and install the Private Fire Protection Service facilities at the applicant's preferred location unless the District determines that requirements by other public entities must take precedence. The detector check meter shall be located within the public right-of-way behind the curb or the sidewalk unless it is not physically possible. If any portion of the District's Private Fire Protection Service facilities must be located on private property, the applicant shall dedicate an easement to the District (which shall be recorded with the County of Riverside) to allow the District access to the same for the purpose of operating, maintaining, repairing, and replacing facilities and/or reading meters as required.
- 14.5 No Connection to Other System.** There shall be no connections between a Private Fire Protection Service system and any other water distribution system on the Premises.
- 14.6 Use.** There shall be no water used through the Private Fire Protection Service except to extinguish accidental fires and for testing the firefighting equipment.
- 14.7 Rates.** The rates charged for water consumed for Private Fire Protection Service are hereby established as prescribed in the Rates Schedule. Any consumption recorded on the meter will be charged at double the Regular Water Service rates except that no charge will be made for water used to extinguish accidental fires where such fires have been reported to the organized fire protection service having jurisdiction over the Premises.
- 14.8 Water for Fire Storage Tanks.** When required by law, water may be obtained from a Private Fire Protection Service system for the purpose of filling a holding tank comprising an element of the Private Fire Protection Service, but only with written permission secured from the District in advance and only when a means of measurement is available and approved by the District. This section shall be applied consistently with the codes of the County of Riverside, or any other applicable law governing the use of storage tanks for private fire protection, as adopted or amended from time to time. The Regular Water Service rates then in effect shall be applied.
- 14.9 Violation of Agreement.** If water is used from a Private Fire Protection Service in violation of the applicable agreement or of these Rules and Regulations or any other ordinance or resolution or law, the District may, at its option, discontinue and remove the service.

14.10 District Non-Responsibility. The District provides potable water service only and does not operate Private Fire Protection Service systems. The District assumes no responsibility for loss or damage due to lack of water or pressure to or for a Private Fire Protection Service and merely agrees to furnish such quantities and pressures as are available in its general distribution system. Relying on the use of Private Fire Protection Service facilities for private fire protection shall be done so at the customer's own risk. The service is subject to shutdowns and variations required by the operation of the system.

ARTICLE 15
UNAUTHORIZED USE OF HYDRANTS

- 15.1 Unauthorized Use of Hydrants.** Tampering with any Hydrant for any purpose is punishable by law. Any damage to the Hydrant and/or any District property by any Person, Property Owner, or Agency is reimbursable to the District for all Costs incurred to repair or replace.

ARTICLE 16
CUSTOMER EQUIPMENT

16.1 Responsibility for Equipment. The Customer shall bear all risk and expense for, and shall 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 the Customer's tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment.

ARTICLE 17
RATES

17.1 Rates Schedule. The District may charge water rates for the delivery of water to its customers and classes of customers according to a rates schedule duly established, adopted, and amended from time to time by ordinance or resolution.

(1) Rate Structure. The structure and amount of the District's water rates, fees, and charges may be revised and updated from time to time as necessary to maintain an adequate income to support the operating activities of the District. The District may impose such rates, fees, and charges so as to equitably spread the cost of service to each user based upon the cost of service. The District may establish and impose such rates, fees, and charges so as to promote water conservation both for ongoing water service and during times of emergency water shortage, including pursuant to Water Code section 350 *et seq.*, Water Code section 370 *et seq.*, Water Code section 100 *et seq.*, and article X, section 2 of the California Constitution.

(2) Rates Schedule. The complete Rates Schedule shall be kept by the Secretary to the Board, and a copy of which shall be maintained at the District office.

17.2 Non-Avoidance of Minimum Billing. Minimum advanced billing and payment therefor is used for administrative expenses, minimum maintenance, and fixed funding charges of the District and may not be avoided by seasonal disconnection of Regular Water Service with subsequent reconnection. For every Service Connection installed for Regular Water Service within the District's water system, the Customer shall pay Regular Water Service monthly charges in connection therewith pursuant to the District's Rates Schedule. In the case of Service Connections to Premises on which the Customer has requested that Regular Water Service not be turned on, such charge shall be at the minimum service rate. After removal of a Service Connection, the Customer shall be liable for payment of standard meter installation and facilities charges in effect at the time of applying for installation of a new Service Connection.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- 18.1 Ruling Final.** All decisions of the General Manager shall be final unless appealed in writing to the Board within five (5) days. All rulings of the Board shall be final.
- 18.2 Words and Phrases.** For the purpose of these Rules and Regulations, unless the context of a particular provision reasonably requires otherwise, 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.
- 18.3 Section Headings.** All section headings in these Rules and Regulations are intended for convenience only and shall not be substantively construed.
- 18.4 Effective Date.** These Rules and Regulations shall take effect immediately upon the date of adoption by ordinance.
- 18.5 Repeal of Prior Inconsistent Ordinances.** The Ordinance No. 4 is hereby repealed, rescinded, and superseded as of the effective date hereof and all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent that they are inconsistent with the provisions of this ordinance.
- 18.6 Severability.** In approving these Rules and Regulations, the District intends to comply with all applicable laws. If any provision established herein is held to be invalid under existing or subsequently enacted law, it is the intent of the District that any such provisions shall be deemed revised to the extent necessary in order to render such provision valid and lawful and that all other provisions not so invalidated shall remain in full force and effect.

ADOPTED BY THE Board of Directors and signed by the President and attested by the Secretary this 10th day of May, 2017.

Robert Hewitt
President, Board of Directors

Attest:

I, Becky Smith, Secretary of the Pine Cove Water District, hereby certify that the foregoing Ordinance 9 was duly and regularly introduced and adopted by the Board of Directors of the said District at its meeting held on the 10th day of May, 2017, by the following vote, to wit:

AYES:	5
NOES:	0
ABSENT:	0

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the Pine Cove Water District this 10th day of May 2017.

Becky Smith, Board Secretary