

Ordinance No. 13

| ~~Establishing~~ Rates, Rules ~~A~~nd Regulations
| For Retail Water Service ~~Provided B~~y ~~The~~
Humboldt Bay Municipal Water District

Originally adopted March 12, 1987

Latest Amendment December 14, 2006

Index – Ordinance 13

Humboldt Bay Municipal Water District

Comment [CH1]: THIS WILL NEED TO BE REVIEWED/COMPLETED ONCE CHANGES ARE APPROVED. TOO DIFFICULT TO LINE OUT WITH ALL THE REDLINE CHANGES

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Ordinance No. 13

~~Establishing~~ Rates, Rules ~~A~~and Regulations

For ~~Retail~~ Water Service ~~Provided By The~~

Humboldt Bay Municipal Water District

Be it ordained by the
Board Of Directors
of the

Humboldt Bay Municipal Water District

that ~~the prior~~ Ordinances ~~135, 6 and 9, amended on December 14,~~
2006

~~are is~~ hereby repealed and are replaced by this
Ordinance 13 as follows:

ARTICLE 1- DEFINITIONS

- 1.1 Account refers to the retail water services account held by a customer (account owner) for the purpose of receiving and paying for retail water service provided by HUMBOLDT BAY MUNICIPAL WATER DISTRICT.
- 1.2 Air-Gap System is the unobstructed vertical space between the water outlet and the flood level of a fixture that provides back-flow prevention. As per the *International Residential Code 2003*, an air-gap must meet the requirements of being two times the effective inner diameter of the pipe (2*D) in order to be sufficient.
- 1.3 Backflow is the reversal of flow of water or any substance into or towards the water distribution system.
- 1.4 Base-Rate Charge is a monthly charge for the cost of providing water service to retail customers (pipes, meters, and all related appurtenances). Customers receive this charge regardless of water consumption.
- 1.5 Blow-Off Valves means valves installed to allow periodic flushing of dead-end lines or low elevation water lines.

1.26 **Board** means the BOARD OF DIRECTORS ~~OF THE~~ of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.37 **Connection (Service Connection)** means the pipeline and appurtenant facilities such as the curb stop, meter and meter box all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

1.48 **Cross-Connection** means any connection or structural arrangement between a customer's potable water system and any other source or system through which backflow can occur. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections.

1.9 Curb Cock (Curb Stop, Corp Stop) is a control valve for the water supply, typically located near the curb and between the water main and the building. Used to control the water supply to a meter.

1.510 **Customer (Account Owner)** is the individual(s) or entity that is ultimately responsible for charges incurred for retail water service provided by HUMBOLDT BAY MUNICIPAL WATER DISTRICT. ~~means the water user, the tenant or the owner.~~

1.611 **District** means the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.12 Fee Schedule refers to Appendix B, the separate listing of charges and fees associated with HUMBOLDT BAY MUNICIPAL WATER DISTRICT'S retail water services.

1.713 **General Manager** means the ~~GENERAL~~ general ~~MANAGER~~ manager of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.814 **Loop Lines** means water lines designed to allow circulation from one main line to another main line.

1.915 **Main (Main Line)** means a water line in a street, highway, alley or easement used for public or private fire protection or for general distribution of water.

1.160 **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 or as executor, administrator, guardian or trustee of the owner.

1.147 **Person** means an individual or a company, association, partnership, or public or private corporation.

1.128 **Premises** means a lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by the several tenants, in which case each portion shall be deemed separate premises. Apartment houses, trailer courts and office buildings may be classified as single premises.

1.139 **Private (Stand-by) Fire Protection Service** means water service and facilities for providing sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection.

~~1.4420 **Reconnection Fee** is the fee charged when an account is discontinued (shut-off) due to non-payment. Reconnection Fee must be paid prior to re-establishment of water services to a premises means a charge for replacement of a meter where there exists a service head.~~

1.215 **Retail Water Service** means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore, not to exceed anticipated monthly consumption in excess of 500,000 gallons per day average. Requirements for deliveries of water in excess of this amount will be sold by the DISTRICT under separate contract only.

~~1.22 **Superintendent** means the SUPERINTENDENT of HUMBOLDT BAY MUNICIPAL WATER DISTRICT .~~

1.4623 **Temporary Water Service** means water service and facilities rendered for construction work and other uses of limited duration and the water available therefor.

~~1.17 **Turn-On Charge** means that, if for any reason other than for a DISTRICT purpose, it is necessary to terminate water service, a charge will be made to the customer when reestablishing water service.~~

ARTICLE 2- RETAIL SERVICE APPLICATIONS

HUMBOLDT BAY MUNICIPAL WATER DISTRICT provides limited retail services. Application can be made for the following services:

- 2.1 Existing Retail Water Service for a residence or business
- 2.2 New Connection for Retail Water Service for a residence or business
- 2.3 Private (Stand-by) Fire Protection Service

2.4 Temporary Water Services

2.1 Application for Existing Retail Service

~~2.1A Water Service Application:- A person wishing to sign-in for retail water services at an existing service connection must complete in its entirety a Water Service Application provided by the DISTRICT. The application must be accompanied by a non-refundable processing fee for retail water service on application forms provided by the DISTRICT. Such application will contain the following information: Name and address of applicant, a description of the premises to be served, and other matters as determined by the General Manager.~~

~~2.1B2 Undertaking of Applicant:- An application will signify the customer's (account owner's) agreement to comply with this and other ordinances or regulations relating to retail water service and to make payments for water service. It shall also contain a provision granting the right of ingress and egress to the customer's property to the DISTRICT for reading meters and making repairs to the facilities. The application will be accompanied by a thirty-dollar (\$30.00) non-refundable processing fee.~~

~~2.1C3 Payment for Previous Service. An application will not be approved unless payment in full has been made for water service previously rendered to the applicant by the DISTRICT.~~

~~2.1D Service Discontinuation (Voluntary): The customer (account owner) is responsible for notifying the DISTRICT when they wish to cease service. Failure to do so will result in ongoing monthly base-rate charges to the customer's account.~~

~~2.1E: All fees associated with the Application for Existing Retail Service are listed on the DISTRICT'S Fee Schedule (Appendix B).~~

2.2 Application for New Retail Water Service (New Connection)

~~2.2A Meter Installation Application: A person requesting a new meter be installed for a new retail service connection to be added to the District's distribution grid must complete a Meter Installation Application provided by the DISTRICT and pay a connection fee (as applicable) at time of application. The Meter Installation Application must contain the following information:~~

- ~~• Name of applicant responsible for the account~~
- ~~• Service address for the new connection request~~
- ~~• Description of the premises to be served by connection~~
- ~~• Mailing Address (if different)~~

- Any other information needed as determined by the Superintendent or General Manager.

2.2B Water Service Application: A person wishing to sign-in for retail water services at an existing service connection must complete a Water Service Application provided by the DISTRICT. The application must be accompanied by a non-refundable processing fee

2.2C Undertaking of Applicant: An application will signify the customer's (account owner's) agreement to comply with this and other ordinances or regulations relating to retail water service and to make payments for water service. It shall also contain a provision granting the right of ingress and egress to the customer's property to the DISTRICT for reading meters and making repairs to the facilities.

2.2D Payment for Previous Service. An application will not be approved unless payment in full has been made for water service previously rendered to the applicant by the DISTRICT.

2.2E.5 Installation of ~~New Retail Water Service Connection:Services.~~ DISTRICT, or its authorized agents, shall perform all installation required for retail water service and shall determine the meter size if a new or replacement meter is required. Service installations will be made to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof or as otherwise required by the DISTRICT in other situations. Such installations shall be placed as close as possible to distribution mains. Services installed in new subdivisions prior to the construction of streets must be accepted by the applicant in the installed location. The applicant will be responsible for providing any easements required for the installation.

I 2.6 Cost of Installation. All new service connections shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, ~~and the~~ amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

II 2.7 Meter Installation Locations: Meters will be installed in the sidewalk area or location approved by the DISTRICT, and shall be the property of the DISTRICT. No rent or other charge will be paid by the DISTRICT for a meter or other facilities, including connections.

III. 2.8 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~~the DISTRICT'S expense.

IV2-9 Curb Cock. Every service connection installed by the DISTRICT shall be equipped with a curb cock or valve on the inlet side of the meter. The curb cock is intended for the exclusive use of the DISTRICT in controlling the water supply through the service connection pipe. Due to potential equipment damage, only an employee of the DISTRICT shall operate the curb cock. Anyone operating the curb cock may incur a fee for TAMPERING WITH DISTRICT PROPERTY at the discretion of the DISTRICT. If the curb cock is damaged by the customer's use to an extent requiring replacement, such replacement shall be at the customer's expense. Service valves or curb stops above 2" pipe size shall be equipped with an operator riser tube and capped at the surface.

2.2F Service Discontinuation (Voluntary): The customer is responsible for notifying the DISTRICT when they wish to cease service. Failure to do so will result in ongoing monthly base-rate charges to the customer's account.

2.2G Fee Schedule: Any fees associated with the APPLICATION FOR NEW RETAIL WATER SERVICE (excluding installation fees) are listed on the DISTRICT'S Fee Schedule (Appendix B).

Comment [CH2]: PRIOR ARTICLE 4

2.3 Application for Private (Stand-by) Fire Protection Service

2.3A Private (Stand-by) Fire Protection Service Application: Any person may make application for Standby Fire Protection Service. A person requesting Private (Stand-by) Fire Protection Service must complete a Meter Installation Application provided by the DISTRICT and pay a connection fee (as applicable) at time of application. This application will be forwarded to the BOARD for consideration. The Meter Installation Application must contain the following information:

- Name of applicant responsible for the account
- Service address for the new Standby Fire Protection Service request
- Description, full supporting plans, and requirements of the applicant
- Mailing Address (if different)

2.3B Investigation: Upon receipt of the application, the DISTRICT staff shall make an investigation and the GENERAL MANAGER or designee shall submit a report and recommendations to the BOARD.

2.3C: Ruling: The BOARD shall thereupon consider such application and report and after such consideration, accept, modify or reject it. The BOARD'S decision shall be final and binding upon the applicant.

2.3D Water Service Application: A person requesting a Private (Stand-by) Fire Protection Service connection be added to the District's distribution grid must also complete a Water Service Application form provided by the DISTRICT and pay processing fee (as applicable) at time of application.

2.3E Undertaking of Applicant: An application will signify the customer's agreement to comply with this and other ordinances or regulations relating to retail water service and to make payments for water service. It shall also contain a provision granting the right of ingress and egress to the customer's property to the DISTRICT for reading meters and making repairs to the facilities.

2.3F Payment for Previous Service: An application will not be approved unless payment in full has been made for water service previously rendered to the applicant by the DISTRICT.

2.3G Private (Stand-by) Fire Service Installation: Fire protection services for private and commercial uses shall be installed in accordance with the standards for installation of fire suppression services established by the American Water Works Association.

- i. Cost of Installation: All Standby Fire Protection Service connections shall be made according to DISTRICT'S estimated charges for labor, materials, equipment and overhead. The amount estimated by the DISTRICT shall be paid in advance by the applicant. If the final cost varies from the estimated cost, an appropriate adjustment will be made.
- ii. Valve: When a fire protection service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on, and approval is provided by the DISTRICT.
- iii. Additional Service: The DISTRICT shall have the right, with the approval of the appropriate fire suppression authorities, to add a domestic, commercial or industrial service connection from the fire service connection to supply the same premises as those to which the fire service connection belongs. The DISTRICT shall also have the right to determine the proportion of the installation cost properly chargeable to each service

connection, if such segregation of costs shall become necessary.

- iv. Backflow Prevention Device: All fire protection service connections shall be equipped on the service end with an approved backflow prevention device. The requirements are set forth in Article 7 hereof.
- v. Housing-Valve Boxes: All meters and valves shall be housed in approved structures for DISTRICT access at all times.
- vi. Equipment Ownership: The construction and installation of all the above fire protection service connection devices will be at customer's expense. Such equipment and structures after installation shall become the property of the DISTRICT.

2.3H No Connection to Other System: There shall be no connections between any fire protection service system and any other unauthorized water distribution system on the premises. All water lines and facilities from the DISTRICT'S main to the customer's property boundary, and including the meter if it is placed on the customer's property, shall belong to the DISTRICT.

2.3I Use of Service: There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment. The only exception is for services approved for combination use through compound meter installations.

2.3J Violation of Agreement: If water is used from a standby fire protection service in violation of the agreement or of these regulations, the DISTRICT, after first notifying the customer and the appropriate fire department, may at its option, and as provided herein, discontinue and remove the fire protection service connection.

2.3K Water Pressure and Supply: The DISTRICT assumes no responsibility for loss or damage due to lack of water or variations of water 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.

2.3L Private (Stand-by) Fire Meter Consumption Rates: With the exception of water consumed in actual fire suppression uses, any consumption recorded on the meter will be charged at regular service rates for fully metered use. Installations which are not fully metered shall be charged at

the rate of five (5) times the amount shown on the bypass or other metering device.

2.3M Service Discontinuation (Voluntary): The customer is responsible for notifying the DISTRICT when they wish to cease service. Failure to do so will result in ongoing monthly base-rate charges to the customer's account.

2.3N Fee Schedule: Any fees associated with PRIVATE (STAND-BY) FIRE PROTECTION SERVICE (excluding installation fees) are listed in the District's Fee Schedule (Appendix B).

Comment [CH3]: PRIOR ARTICLE 5

2.4 Application for Temporary (Construction) Service

2.4A Temporary Service Application: A person requesting Temporary (Construction) Service connection must complete a Water Service Application provided by the DISTRICT for the hydrant meter.

- i. Deposit Required: The applicant shall deposit, in advance, the estimated cost of installing and removing any facilities required to furnish temporary service exclusive of the cost of salvageable material. Upon discontinuance of service, the actual cost shall be determined by an adjustment made as an additional charge, refund or credit. All water so provided will be charged in accordance with rates established by the BOARD.
- ii. Liability Insurance Required: The applicant must provide evidence of liability insurance coverage satisfactory to the DISTRICT relating to such Temporary Service connection, and shall agree to hold harmless, indemnify and defend DISTRICT from any claims arising out of the customer's use of the temporary service.
- iii. Permit Required: An applicant for Temporary Service of water from a fire hydrant must secure a permit both from the DISTRICT and from any fire protection agency having jurisdiction.

2.4B Installation and Operation: All facilities for temporary service to the customer connection shall be installed by the DISTRICT and shall be operated in accordance with its instructions.

2.4C Responsibility for Meter and Operation: The customer shall use all possible care to prevent damage to the meter or to any other facilities of the DISTRICT which are involved in furnishing the temporary service. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

~~2.4D Water Supply from Fire Hydrant: The applicant shall pay for the water used in accordance with the meter readings, at the rates prescribed by the DISTRICT.~~

~~2.4E Duration of Service: Temporary Service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the DISTRICT.~~

~~2.4F Unauthorized Use of Hydrants: Tampering with any fire hydrant for the unauthorized use of water, or for any other purpose, is a misdemeanor, punishable by law.~~

~~2.4G Fee Schedule: Any fees associated with TEMPORARY (CONSTRUCTION) SERVICE are listed in the District's Fee Schedule (Appendix B).~~

~~2.10 Domestic, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:~~

Comment [CH4]: MOVED TO BE INCLUDED WITH ARTICLE 9

ARTICLE 3 – MAIN EXTENSIONS

~~3.1 Application for Main Extension. The following rules are established for making main extensions:~~

~~3.1.1 Application. Any owner of one or more lots or parcels or a subdivider of a tract of land, desiring the extension or enlargement of one or more water mains to serve such property, shall make a written application to the BOARD/DISTRICT. The application shall contain the following:~~

- ~~• Legal description of the property to be served~~
- ~~• and the county assessor's parcel number thereof;~~
- ~~• Map showing the location and number of the proposed connections.~~
- ~~• Any additional information which may be required by the DISTRICT, and shall be accompanied by a map showing the location and number of the proposed connections.~~

~~3.1.2 Investigation. Upon receipt of the application, the DISTRICT staff shall make an investigation, and the GENERAL MANAGER or designee shall submit a report and recommendations to the BOARD.~~

~~3.1.3 Ruling. The BOARD shall thereupon consider such application and report and after consideration, reject, modify or approve it.~~

~~3.4 Cost of Installation. All main extensions shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead. The amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.~~

~~3.5 Equipment Ownership:3.1.4— Humboldt Bay Municipal Water District Lines.— All extensions thus provided for, in accordance with these regulations, shall be and remain the property of the DISTRICT.~~

~~3.61.5 Dead-End Lines. No dead-end lines shall be permitted, except at the discretion of the DISTRICT. In cases where loop lines or blow-off valves are necessary, they shall be designed and installed by DISTRICT personnel as part of the cost of the extension.~~

~~3.2— Cost of Installation.— All main extensions shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and the amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.~~

~~3.37 Additional Customers: —Refund of Costs. Ifn case other customers, after initial application therefor, shall be connected to any such main extension, DISTRICT shall establish an equitable basis for partial refund to the original applicant in cases where the applicant has not recovered the costs of installation through sales of property. DISTRICT shall pay the refund to such person within fifteen (15) days after all amounts due to DISTRICT from such other customers shall be received by DISTRICT. All right to refund hereunder to any and all persons shall terminate at the expiration of three (3) years from the date of connection of the main extension to DISTRICT'S pipeline. The decision of the BOARD in regard to any refund shall be final.~~

~~3.84 Economic Advantage: —Determination. If, in the opinion of the BOARD, the extension of a main may result in an economic advantage to the DISTRICT, the DISTRICT may participate in the cost of such extension.~~

~~Article 4. — Application for Private Fire Protection Service~~

Comment [CH5]: MOVED TO SECTION 2.3

~~Article 5. — Temporary Service~~

Comment [CH6]: MOVED TO SECTION 2.4

~~ARTICLE 4 - METERS~~

Comment [CH7]: PRIOR ARTICLE 11

~~4.1 Meter Tests: If a customer desires to have the meter serving the customer's premises tested, the DISTRICT will do so at the customer's expense.~~

4.2 Adjustment for Meter Errors: After testing, if a meter is found to be more than two percent (2%) inaccurate, an appropriate billing adjustment for the current month only will be made.

4.3 Meter Malfunctions: 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 by the DISTRICT and will be based on previous consumption for a comparable period.

ARTICLE 5 - CROSS-CONNECTIONS AND BACKFLOW DEVICES

Comment [CH8]: PRIOR ARTICLE 7

5.1 Cross-Connections: The customer must:

5.1A Comply with state and federal laws and DISTRICT ordinances governing the separation of water systems or sources; and

5.1B Install backflow protective devices to protect the public water supply from the danger of cross-connections or other potentially hazardous backflow. Unless otherwise provided herein, backflow protective devices must be installed as near the service as possible and shall be available for test and inspection by the DISTRICT. Plans for installation of backflow protective devices must be approved by the DISTRICT prior to installation.

5.2 General Backflow Control Requirements: An approved backflow prevention device consisting of shutoff valves and/or check valves and tri-cocks will be required on all service connections. Any backflow prevention device required by this ordinance must be a model approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, as amended. All backflow prevention devices will be inspected and tested by the DISTRICT as required by law. The devices shall be repaired or replaced whenever they are found to be defective, and all costs of repair and maintenance shall be borne by the customer.

5.3 Backflow Control Requirements – Piers, Docks, and Wharfs: All services to piers, docks and wharfs, regardless of intended use, shall be equipped as follows:

5.3A Each service line shall be equipped with an approved air gap system or an approved reduced pressure principal backflow prevention device.

5.3B Where such devices as described above cannot be practically installed, each service head on the dock will be equipped with an approved reduced pressure device backflow preventer.

5.4 Backflow Control Requirements – Special Cases: In special circumstances, when the customer is engaged in the handling of hazardous 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 will require an approved backflow preventive device to be installed at the meter connection.

5.5 Defective Backflow Device: Immediate Termination Of Service. The service of water to any premises may be immediately discontinued without notice by the DISTRICT if any defect is found in the check valve installations 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. Any such corrections shall be at the sole cost of the customer.

5.6 Control Valve on Customer Property: The customer shall provide a valve on the customer's side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on the premises. The customer shall not use the service curb stop to turn water on and off.

ARTICLE 6 – RETAIL RATES AND FEES

6.1 Rate Schedule. Monthly rates for Retail wWater sService, sStand-by fFire pProtection and other ordinary charges are established by the Board of Directors, based on the cost of providing rRetail wWater sService. The Board may modify these rates by Resolution at any time. ~~The current retail water rates and charges are set forth in the effective Board Resolution attached hereto and incorporated herein.~~ Rates are updated each July 1.

6.2 Fee Schedule: All fees associated with Retail Water Services are found in the Fee Schedule (Appendix B), and include, but are not limited to the following:

- i. Returned Payment: Any fees encountered by the DISTRICT based on returned payments shall be the responsibility of the Applicant.
- ii. Past-Due/Late Fees: A customer (account owner) may incur past-due/ late fees charged to their Retail Water Service Account should that account become delinquent. These fees shall represent the additional cost to the DISTRICT in customer notification and attempts to bring account current.
- iii. Collections Fees: Applicant will be responsible for any collection fees or any other fees charged to the DISTRICT by a collection agency in attempts to collect past-due debt related to their Retail Water Service Account.
- iv. Service Discontinuance: The customer is responsible for notifying the DISTRICT when they wish to cease service. Failure to do so

will result in ongoing monthly base-rate charges and potentially other fees to the customer's account.

Comment [CH9]: PRIOR ARTICLE 10

ARTICLE 7 – RETAIL WATER SERVICE CUSTOMER BILLING

7.1 Billing Period: The regular billing period will be monthly at the option of the DISTRICT.

7.2 Meter Reading: Meters will be read as nearly as possible on the same day of each month at the option of the DISTRICT. If a billing period for a customer spans seven (7) days or more, the customer will be charged the entire monthly minimum plus water used in excess of the minimum. If a billing period for a water customer spans less than seven (7) days, there will be no minimum charge during this period and this usage will be added to the following monthly billing.

7.3 Water Charges: Water charges are due and payable upon presentation to the CUSTOMER or agent designated in the application, and are considered delinquent on the twenty-third (23rd) day of the month. Service may be discontinued as provided in the *Discontinuation of Residential Water Service Policy* (Appendix A) if payment is not made by the twenty-third (23rd) of each month. Failure to receive a mailed bill does not relieve customer's obligation for payment.

7.4 Payment: Bills for Retail Water Service shall be rendered at the end of each billing period. Payment can be made online (HBMWD.com), by telephone (707-443-5018), in person or by mail at the DISTRICT'S main office (828 Seventh Street, Eureka, CA, 95501-1114).

7.5 Leak Adjustments: See details in "*Retail Water Service Billing Adjustment Policy*," Appendix C

7.6 Past-Due Fees/Late Charges: Water service charges not paid by midnight on the twenty-third (23rd) day of the month shall be considered delinquent. A penalty of 10% of the delinquent amount shall be assessed and added to the account balance on the 24th day of the month.

7.7 Billing of Separate Meters Not Combined: Separate bills will be rendered for each meter installation except where the DISTRICT 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.

7.8 Liability: Failure to receive a bill does not relieve a customer (account owner) of liability. Any amount due shall be deemed a debt to the DISTRICT, and any

person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable.

7.9 Undertaking of Applicant: An application will signify the customer's agreement to comply with this and other ordinances or regulations relating to retail water service and to make payments for water service. The water charge begins when a service connection is installed and the meter is set except in cases where the customer does not want water service at the time of hookup.

7.10 Disconnection for Non-Payment (Discontinuation or Shut-Off): The DISTRICT complies with Senate Bill 998 (SB 998), effective February 1, 2020. Details regarding Disconnection/Discontinuation of water service are found in the *Discontinuation of Residential Water Service Policy*. Appendix A).

7.1 Reconnection Fee After Disconnection for Non-Payment: -A service charge as set forth in the Fee Schedule (Appendix B) adopted by resolution of the Board Of Directors will be assessed for restoration of water service. The DISTRICT will require this fee and any past-due amounts to be paid prior to restoration of water service.

Article 7. Cross-Connections and Backflow Devices

Comment [CH10]: MOVED TO ARTICLE 5

Article 8. Water Service Priority for Housing Affordable to Lower-Income Households

8.1 The DISTRICT shall grant priority — with respect to considering and processing an application for retail water service — for proposed developments that include housing units affordable to lower income households.

8.2 The DISTRICT shall not deny or condition the approval of an application for retail water service that includes housing units affordable to lower income households unless the DISTRICT makes a written finding that the denial, condition or reduction is necessary due to one of the following reasons: a) the DISTRICT does not have "sufficient water supply" or is operating under a water shortage emergency, b) the DISTRICT does not have sufficient water treatment or distribution capacity to serve the needs of the proposed development, c) the DISTRICT is under a compliance order from the State Department of Health Services that prohibits new water connections, or d) the applicant fails to agree to reasonable terms and conditions relating to the provision of service.

(Article 8 pursuant to SB 1087 which amended Government Code Section 65589.7 and Water Code Section 10631.1)

ARTICLE 8 - GENERAL PROVISIONS

8.1 Domestic, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

8.1A Separate Building. Each residential dwelling must be provided with a separate service connection with the following exceptions: Business and industrial facilities supplied by one service and other structures whose use is connected to the primary dwelling subject to the written approval of the General Manager.

8.1B Different Owners. A service connection shall not be used to supply more than one property owner or to supply property of the same owner across a street or alley, without written approval by the General Manager.

8.1C Divided Property. When property provided with a service connection is divided, each piece of property will have a separate service connection.

8.1D Service Connections. The service connections extending from the water main to the property line and including include the meter, meter box and curb cock or gate valve and shall be maintained by the DISTRICT. All pipes and fixtures extending beyond the property line shall be installed and maintained by the customer.

9.18.2 Damage To Water System Facilities. No customer shall maintain or use any equipment which causes, or threatens to cause, damage to the DISTRICT'S facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his or her 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.

9.28.3 Interruptions in Service. The DISTRICT shall not be liable for damage which may result from an interruption in service from any cause.

9.38.4 Maintenance Of Water Pressure & Shutting Down For Emergency Repairs & Modifications. The DISTRICT shall not be responsible for the maintenance of water pressure, and it reserves the right to discontinue service while making emergency repairs and for any other reason requiring the shutdown of water services as determined by the DISTRICT. Customers dependent upon a continuous supply should provide emergency storage.

9-48.5 Number Of Services Per Premises. The applicant may apply for as many services as may be reasonably required for the premises provided that the pipeline system for each service be independent of the other and not interconnected.

9-58.6 Penalty For Violation. For the failure of the customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates and charges of the DISTRICT for which a penalty has not herein been specifically fixed, the customer's service shall be discontinued as provided herein, and the water shall not be supplied such customer until the customer shall have complied with the rule or regulation, rate or charge which has been violated.

9-68.7 Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing 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.

9-78.8 Relief Valves. As a protection to the customer's plumbing system, a suitable pressure reducing valve should be installed and maintained by the customer. The pressure reducing valve should be installed between the check valves and the water meter.

9-88.9 Responsibility For Equipment. The customer shall, at customer's 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 customer's 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 is left open, or for any leaks, on the customer's premises.

9-98.10 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, replaced or repaired by the DISTRICT without consent or interference of the owner or occupant of the property. The customer shall use reasonable care in the protection of the facilities. No payment shall be made by the DISTRICT for placing or maintaining said facilities on private property.

9-108.11 Ruling 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.

~~9.8.124~~ Separability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

~~98.132~~ Tampering With Humboldt Bay Municipal Water District Property. No one except an employee or representative of the DISTRICT shall at any time in any manner operate the curb cocks, fire plugs, valves, or main valves of the DISTRICT'S system; or interfere with meters or their connections, street mains or other parts of the water system.

~~98.143~~ Termination Of Service. Water service may be terminated by the DISTRICT for default in performance of the customer's obligations as set forth herein. Prior to termination of service, except in emergency situations, the DISTRICT shall comply with the notice and other requirements of SB 988, effective February 1, 2020 Chapter 9.6 of Division 1, Title 6, of the California Government Code

~~9.14~~ Water Waste. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, and impairs or threatens to impair the general service provided by the DISTRICT, the DISTRICT may discontinue the service as provided herein, if such conditions are not corrected within ten (10) days after giving the customer written notice.

~~Article 10. Customer Billing~~

Comment [CH11]: MOVED TO ARTICLE 7

~~Article 11. Meters~~

Comment [CH12]: MOVED TO ARTICLE 4

ARTICLE 9- REMEDIES

~~129.1~~ Unsafe Apparatus: Water service may be refused or discontinued to any premises where apparatus or appliances are in use which in the SUPERINTENDENT'S or GENERAL MANAGER'S judgment might endanger or disturb the service to other customers.

~~129.2~~ Cross-Connections: Water service may be refused or discontinued as provided herein to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance.

~~129.3~~ Water Used Without Application Being Made: Any person using water from an active service connection without having made application to the DISTRICT for water service, shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be

estimated by the DISTRICT. If proper application for water service is not made upon notification ~~to-de-se~~ by the DISTRICT, and if accumulated bills for service are not paid immediately, the service ~~may~~will be discontinued by the DISTRICT as provided herein.

129.4 Fraud Or Abuse:- Service may be discontinued as provided herein if necessary to protect the DISTRICT against fraud or abuse.

129.5 Noncompliance Wwith Regulations. Service may be discontinued as provided herein for noncompliance with this or any other ordinance or regulation relating to the water service.

129.6 Upon Vacating Premises:- Customers desiring to discontinue service should so notify the DISTRICT 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.

129.7 Suit:- All unpaid bills and penalties herein provided may be collected by suit. In the event of such litigation, or litigation brought to enforce any provision of this ordinance, the prevailing party shall recover reasonable attorney's fees and court costs.

ARTICLE 10 - NOTICES

103.1 Notices To Customers. Notices from the DISTRICT to a customer will normally be given in writing, and either delivered or mailed to customer's last known address. Where conditions warrant and in emergencies, the DISTRICT may resort to notification either by telephone, internet -messenger, or public media.

103.2 Notices From Customers. Notice from the customer to the DISTRICT may be given in writing at the DISTRICT'S office, located at 828 Seventh Street, Eureka, California.

ARTICLE 11- TIME of TAKING EFFECT

114.1 Effective Date. The foregoing ordinance shall be in full force and effect as of ~~XXXXXXX~~April 1, 1987. Any amendments shall take effect 31 days after adoption.

APPENDIX A

Humboldt Bay Municipal Water District	Revision Number	0	Revision Date	
Standard Operating Procedure	Original Date: 10/31/19	Revised by	Revision Approval	
Subject: Discontinuance of Residential Water Service	Revision Description			

DISCONTINUANCE OF RESIDENTIAL WATER SERVICE POLICY

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1. POLICY EXPLANATION

This policy details Humboldt Bay Municipal Water District’s (The District) administrative actions regarding delinquent accounts and the discontinuance of residential water service. This includes notifications, payment arrangements, account appeals, fees, service discontinuance, and service reconnection. This policy shall comply with all aspects of the *Water Shutoff Protection Act* (SB 998), effective February 1, 2020.

District staff can be contacted in person at the main office (828 Seventh St., Eureka, CA, 95501) or by phone (707-443-5018) to discuss options for avoiding discontinuation of residential water service for non-payment under the terms of this policy.

A copy of this policy is available to the public on the District website and in writing upon request. This policy is available in English, Spanish, Vietnamese, Korean, Chinese, and Tagalog.

2. DEFINITIONS

- a) *Account Owner (Customer)*: The individual(s) who is financially responsible for the retail water service utility payment at a location.
- b) *Alternative Payment Agreement*: A written agreement between the Account Owner and the District providing for the payment of current or delinquent charges on an alternative schedule. All alternative

payment agreements must be requested by the account owner and approved by the District. See specific details in *Alternative Payment Agreements*, #3-a1.

- c) Appeals Process: Written request by the account owner to the Business Manager for a review, discussion, and possible adjustment of the bill and/or balance on the retail water utility account. See specific details in *Appeals Process*, #4.
- d) Business Manager: The District's Business Manager.
- e) Non-Payment: Failure of the account owner to pay all charges (including penalties) by the due date, subjecting the retail water utility account to potential service discontinuance.
- f) Delinquent Account: Any account that is not paid, in full, by midnight on the 23rd of the month.
- g) Primary Care Provider: Any of the following: any internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, nonphysician medical practitioner, or any primary care clinic, rural health clinic, community clinic or hospital outpatient clinic currently enrolled in the Medi-Cal program, which agrees to provide case management to Medi-Cal beneficiaries.
- h) Service Discontinuance (Lock-Off): The discontinuance of service at an address by turning off and locking a meter, or the removal of a meter due to non-payment.
- i) Small Balance Account: Any balance on an account of \$25.00 or less may be carried over and added to the next billing period without being assessed a late fee or incurring further collection action.

3. ALTERNATIVE PAYMENT AGREEMENTS

- a) Any and all alternative payment agreements must be requested by the account owner prior to the scheduled date of service discontinuance (lock-off). Alternative Payment Agreements include: 1) Alternate Payment Arrangements/Temporary Deferral of Payment; 2) Payment Amortization; 3) Partial or Full Reduction of Unpaid Balance.
 - 1. *Alternative Payment Arrangement/Temporary Deferral of Payment*: An account owner who is unable to pay for retail water service within the normal payment period may request an alternative payment arrangement or a temporary deferral of payment to avoid late fees or disruption of service. The Business Manager will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.
 - 2. *Payment Amortization*: Payment arrangements that extend into multiple months are considered an amortization plan. An amortization plan will amortize the unpaid balance over an extended period agreed to by the District, not to exceed 12 months from the original date of the bill (unless approved by the Business Manager). Amortization Plans must be in writing and signed by the account owner. The amortized payment amount and the current payment must be received by the District by midnight on the 23rd of each month. The account owner must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.
 - 3. *Partial Reduction of Unpaid Balance*: Request of partial reduction of the unpaid account balance must be presented in writing to the District Main Office (828 Seventh St., Eureka, CA, 95501), and will be forwarded to the Business Manager. Only one request per Account Owner may be presented within a twelve month period. Decisions by the Business Manager are final.

- b) Only one active alternative payment agreement may exist on an account at any given time. An account owner will not be eligible to participate in any alternative payment agreement if he or she has failed to comply with the terms of a prior alternative payment arrangement within the previous twelve (12) month period.
- c) Failure to comply with the terms of any alternate payment agreement listed above will result in the account being subject to service discontinuance. Service may be discontinued (shut-off) if either of the following occurs: (1) the customer fails to comply with the terms of an alternative payment agreement and the breach remains uncured for a period of 60 days or (2) if the customer does not pay his or her current residential service charges for 60 days or more while participating in an alternative payment agreement.
- d) The District retains the ability to select which of the payment arrangement options are available to the account owner, and may set the said parameters for such. (SB 998, Chapter 6, §116910, article (b)2).
- e) It is the account owner's obligation to ensure the timely submission of complete and satisfactory documentation demonstrating eligibility to participate in an alternative payment agreement. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full, of all delinquent charges.

4. APPEALS PROCESS

If the account owner wishes to appeal all or part of the account balance, a written request for such must be presented to the District Main Office and will be forwarded to the Business Manager. While an account appeal is pending, no additional Past-Due/Late Charges will be applied to the account balance. The District will also not discontinue (shut-off) water service for non-payment while the appeal is pending. (SB 998, 116908, §2b)

- a) The written request for appeal may be dropped off in person or mailed to the main office (828 Seventh St., Eureka, CA 95501).
- b) The written request must include the account owner's contact information, the amount requested for appeal, and the explanation/justification for the request.
- c) This request must be received within 60 days of the issuance of the bill the customer wishes to appeal and prior to the scheduled date of service discontinuance (shut-off).
- d) For purposes of the appeal, disputed water charges are presumed valid. The burden rests with the account owner to demonstrate an inaccuracy by a preponderance of the evidence.

5. PAST-DUE CHARGES/LATE FEES

- a) Past-Due Charges/Late Fees (if applicable) are assessed on the 24th of the month. Fees are calculated on all accounts that have a balance exceeding \$25.00 as of midnight on the 23rd of the month.
- b) An outstanding balance that carries over multiple months may be assessed multiple past-due charges/late fees.
- c) Past-due charges/late fees will not be assessed on unpaid charges that are the subject of an alternative payment agreement or on unpaid charges that were the subject of an unsuccessful appeal and which are not paid, in full, within five (5) days following the appeal.
- d) The account owner may request a waiver of past-due/late fee charges if the account has not been assessed past-due/late fees within the preceding six months. Approval of a waiver is at the discretion of the District.
- e) See Fee Schedule (Appendix B) for Past-Due/Late Fee calculations.

6. SERVICE DISCONTINUATION NOTIFICATION

- a) 30-DAY NOTICE
 - 1. As a courtesy, the District will make a reasonable, good faith effort to notify account owners who have a delinquent account approximately 30 days after initial bill issuance.
 - 2. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.
- b) 60-DAY NOTICE
 - 1. As a courtesy, the District will again make a reasonable, good faith effort to notify the account owner that the account remains past due approximately 60 days after bill issuance.
 - 2. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.
- c) SHUT-OFF NOTICE
 - 1. The District will make a reasonable, good faith effort to notify an account owner whose account remains delinquent in the second week of the third month after the initial bill was issued (approximately 70-73 days delinquent).
 - i. The account owner will be advised of the amount past due, the service disconnection (shut-off) date, instructions on how to contact the District to make payment arrangements or appeal the bill, and the availability of the District's Policy on Discontinuation of Residential Service for Non-Payment in writing.

- ii. This final notice will be provided a minimum of seven (7) days prior to water service disconnection. (SB 998, 116908, §a1A)
 - iii. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.
2. If the account owner's mailing address on file with the District and the address of the property to which water service is provided are different, a notice will be mailed to the account owner's address and to the service address; addressed to "Occupant". (SB 998, 116908, §a1C)
 3. If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to post the "Final Notice" in a conspicuous place at the service address subject to discontinuation of water service. (SB 998, 116908, §a2)

d) OTHER SERVICE TYPES

1. For services other than to account owner-occupied detached single family residences, including commercial, master meter, multi-unit residential structure, or mobile home park, where the off-site owner/manager/employer is the account owner (customer), at least ten (10) days before water service disconnection, the District shall also attempt to notify the occupant(s) of the premises where service is provided of the pending service termination.
2. In a tenant/landlord situation, the District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service disconnection.
 - i. The written notice will advise the tenant/occupant that they have the right to become the account owner without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.
 - ii. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

7. WATER SERVICE DISCONTINUATION

- a) All delinquent water service payments must be received by the District by midnight on the day specified in the Final Notice. Any customer's account which remains unpaid and without an alternative payment agreement beyond the due date of the final notice will be subject to water service discontinuation (shut-off).
- b) All alternative payment agreement requests or requests for appeal must be received by the District Main Office (828 Seventh St., Eureka, CA, 95501) by 5pm on the day specified in the written disconnection notice.

- c) The District will discontinue (shut-off) water service by turning off and locking off the water meter on the date provided on the 30-Day, 60-Day, and Final Service Discontinuation Notices. The account owner (customer) will be charged a “Reconnection Fee.” See Fee Schedule (Appendix B) for Reconnection Fee amount.
- d) District Field Staff are unable to make payment arrangements or accept payments.
- e) Water services shall not be shut-off to a residence if **ALL** of the following conditions are met:
 1. Receipt and verification by the District Main Office of “*Certification of Medical Necessity*” provided by the Primary Care Provider stating the “*discontinuance of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.*” (SB998 §116910, a1)
 2. An account owner (customer) has demonstrated they are financially unable to pay for residential service within the District’s normal billing cycle. The account owner (customer) “*shall be deemed financially unable to pay for residential service within the ...normal billing cycle if any member of the customers household is a current recipient of CalWORKS, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the households annual income is less than 200 percent of the federal poverty level.*” (SB998 §116910, a2)
 3. The account owner (customer) is willing to enter into an amortization agreement, alternate payment schedule, or a plan for deferred or reduced payment, consistent with the written policies of the District. (SB998 §116910, a3)
 4. It is the account owner’s obligation to ensure the timely submission of complete and satisfactory documentation. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full, of all delinquent charges.

8. WATER SERVICE RECONNECTION (RESUME SERVICE)

- a) In order to re-establish or resume water service that has been disconnected for non-payment, the account owner (customer) must pay at minimum all past-due bill amounts, all past-due charges/late fees and the reconnection fee attributable to the service discontinuation.
- b) Payment plans and payment amortization plans are not available to the account owner while the water service is discontinued.

- c) The District will endeavor to reconnect service as soon as possible between the hours of 8:30am - 4:30pm on normal business days. At a minimum, the District will reconnect service before the end of the next regular working day following receipt of payment.
- d) There may not be District personnel available to complete an after-hours reconnection. If available, service restored after 4:30pm Monday-Friday, weekends, or holidays will be charged an after-hours reconnection fee. The after-hours reconnection fee is in addition to the regular reconnection fee and the past-due charges/late fees for a delinquent account. See Fee Schedule (Appendix B) for Reconnection Fee amount.
- e) Water meters, curb cocks, and locks are District property, and shall only be operated by qualified District staff.
 - 1. Retail water service that is reconnected or resumed by any individual other than District staff will be subject to a "Tampering Fee" and a "Lock Replacement Fee". If applicable, these fees will be added to the account owner's (customer's) water utility account, and will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.
 - 2. See Fee Schedule (Appendix B) for Tampering Fees and Lock Replacement Fees.
 - 3. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the account owner (customer). Any damage to District property (lock, meter, curb cock, etc.) requiring replacement of equipment will be billed to the account owner's water utility account. Charges to the account owner will include all costs for replacement and installation of the damaged property.
 - 4. Unpaid balances for damage to District property or miscellaneous charges will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.

9. RETURNED PAYMENTS

When a payment of any kind is not honored by a customer's bank (returned payment), the retail water account shall be considered unpaid and subject to possible disconnection. The District will make a reasonable, good faith effort to notify the customer by phone or mail of the returned payment.

- a) If the account is delinquent, water service will be discontinued (shut-off) if the amount of the returned payment and the returned payment charge (if applicable) are not paid on or before the date specified in the Service Discontinuation Notice(s). Only payment in the form of cash or cashier's check will be accepted to pay for the returned payment and returned payment fee (if applicable).

- b) If it is determined that a payment was made in person or online on the disconnection deadline date in order to avoid service interruption and/or a reconnection fee, and that payment is subsequently returned by the bank, a seven (7) day *Final Notice of Discontinuance of Service* will be issued, advising the customer that payment for the returned payment and the returned payment charge (if applicable), must be made by the date specified on the Final Notice to avoid water service discontinuation and the reconnection fee. Payment must be made by cash or cashier's check only.
- c) In the event a customer's check or online payment is returned by the bank unpaid three (3) times within a twelve (12) month timeframe, a letter will be mailed to the customer notifying them that only cash or cashier's check will be accepted as payment for a period of twelve (12) months from the most recent returned payment.
- d) Returned Checks & Payments for Previously Discontinued Water Service
 - 1. In the event an account owner (customer) tenders a non-negotiable payment to restore retail water service previously disconnected for non-payment and, in good faith, the District restores retail water service to the location; the District will consider the delinquent account unpaid and may promptly discontinue water service without providing additional notice.
 - 2. Any account owner issuing a non-negotiable payment to restore retail water service discontinued for non-payment will be required to pay cash or cashier's check to restore any future water service discontinuations for a period of 12 months from the date of the returned payment.

APPENDIX B

Humboldt Bay Municipal Water District		Revision Number	0	Revision Date	
Standard Operating Procedure	Original Date: 10/31/19	Revised by		Revision Approval	
Subject: Retail Water Services Fee Schedule		Revision Description			

FEE SCHEDULE

RELATING TO RESIDENTIAL WATER SERVICE

After-Hours Reconnection Fee (only if available).....	\$150.00
Collection Fees.....	Any Fees Charged by Collection Agency
Lock Replacement Fee.....	\$15.00
Past-Due Charges/Late Fees.....	10% of Past-Due Balance
Processing Fee (Retail Application).....	\$30.00
Reconnection Fee.....	\$50.00
Returned Payment Fee.....	\$25.00
Tampering Fee.....	\$150.00

APPENDIX C

Humboldt Bay Municipal Water District	Revision Number	0	Revision Date	
Standard Operating Procedure	Original Date: 10/31/19	Revised by	Revision Approval	
Subject: Retail Water Service Billing Adjustment Policy		Revision Description		

RETAIL WATER SERVICE BILLING ADJUSTMENT POLICY

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1. POLICY EXPLANATION

This policy details Humboldt Bay Municipal Water District’s (HBMWD’s, The District) administrative actions regarding extending billing adjustments for property-side of the meter leaks to retail water service customers of HBMWD.

2. DEFINITIONS

- a) *Account Owner (Customer):* The individual(s) who is financially responsible for the retail water service utility payment at a location.
- b) *Property-side Leak (Leak):* means any loss of water due to deterioration of pipes, fittings, or equipment, the existence of which if known or unknown to the property owner or tenant (account owner or customer), and said loss emanated from any point past the coupling on the customer’s side of the water meter, servicing the customer’s property.
- c) *Service Discontinuance (Lock-Off):* The discontinuance of service at an address by turning off and locking a meter, or the removal of a meter due to non-payment.
- d) *Small Balance Account:* Any balance on an account of \$25.00 or less may be carried over and added to the next billing period without being assessed a late fee or incurring further collection action.

3. PROPERTY-SIDE LEAKS

- a) Humboldt Bay Municipal Water District is responsible for all retail water service equipment up to and including the water meter. Account owners (customers) are responsible for the service and fittings attached to the retail water service beginning at the coupling on the customer's side of the water meter.
- b) Any leaks in the line which are the responsibility of the customer, must be maintained and repaired by the customer solely at their expense.
- c) The customer's service line, including the fittings on the customer's side of the meter, is to be maintained in a state of repair sufficient to allow the removal and replacement of the meter for maintenance. No adjustment or credits will be given for leaks which develop as a result of changing or maintaining the water meter, unless it can be shown that the District was negligent in performing the meter change or maintenance.
- d) The customer is responsible for monitoring their water consumption as reported on their monthly retail water service bill. It is the customer's responsibility to investigate higher than expected usage to determine if the usage was caused by a property-side leak.
- e) A customer who has observed or has actual knowledge of a property-side leak is required to promptly repair the leak.

4. BILLING ADJUSTMENT CRITERIA

The District may adjust the retail water charges (excluding service charges) on a customer's bill when all of the following requirements have been met:

- 1. Customer shall notify the District of water loss and repair of a leak within 60 days from the bill issuance date for the period in which the loss occurred.
- 2. The customer has not received a property-side leak billing adjustment at any one service address in the past twelve (12) months. The 12-month period begins the first month of the billing period following the billing period for which a property-side leak billing adjustment was received.
- 3. Customer shall pay at least the uncontested portion of the bill in order to prevent past-due charges and possible service discontinuation.
- 4. There must be evidence that excessive use of water was not due to the account owner's (customer's), or their tenant's, willful or neglectful acts. The District will not extend any adjustment for excess water use due to left-on hoses, excessive irrigation (in time or in frequency), or the neglect of wear-and-tear items such as toilet flappers, leaking faucets, water softening systems or any other related water distributing devices.
- 5. The District must be satisfied that the problem that resulted in a request for a billing adjustment has been properly repaired or resolved.

5. BILLING ADJUSTMENTS

The District shall not extend the due date of a water bill as a result of the customer submitting a request for an adjustment to a bill for a property-side leak. The following billing adjustments will be made once a customer satisfies the billing adjustment criteria:

1. The property-side billing adjustment shall be limited to one adjustment per twelve (12) month period.
2. The property-side billing adjustment shall be limited to two (2) consecutive billing periods.
3. The property-side leak billing adjustment will be calculated on the following criteria:
 - a. Water usage will be adjusted to match the usage of the same month during the immediately previous year.
 - b. If the past years' history is unavailable, the water usage will be adjusted to match the most recent three month average prior to the leak occurrence.

6. VARIANCE PROCEDURES

Variances will be granted, on a case-by-case basis, at the discretion of the District, and upon approval of the Business Manager. The following conditions are among those that may be given consideration in the variance process:

1. Granting a leak adjustment more often than once every twelve (12) months.
2. Granting a leak adjustment for more than two (2) billing periods.