

WATER SERVICE ORDINANCE #103

AN ORDINANCE ESTABLISHING, UPDATING AND RECODIFYING THE RULES, REGULATIONS AND FEES FOR WATER SERVICE BY MID-PENINSULA WATER DISTRICT AND SUPERSEDING ALL PRIOR DISTRICT ORDINANCES AND AMENDMENTS THERETO

BE IT ORDAINED by the Board of Directors of Mid-Peninsula Water District, County of San Mateo, California, as follows:

\*\* Version considered by Board of Directors on February 24, 2005. Includes revisions to reflect discussions at January 27, 2005, April 22, 2010 May 27, 2010 Board Meeting.

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## **ARTICLE 1. INTERPRETATION AND SEVERABILITY**

**1.1 Short Title.** This Ordinance will be known and may be cited as the "Mid-Peninsula Water District Water Service Ordinance."

**1.2 Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**1.3 No Waiver.** No Officer, agent or employee of the District has any authority to waive, alter or amend these rules, regulations or rates and charges, or any part thereof in any respect, except that the General Manager, may in his/her discretion, modify or waive deposit amounts or certain water service turn off procedures, if allowable by applicable law. All other requests for relief from these rules and rates must be submitted to the Board of Directors of the District.

## **ARTICLE 2. DEFINITIONS**

The following defined terms will have the same meaning whether used in the singular or plural.

**2.1 Account Opening Charge.** A one-time charge applicable to all applications for water service to premises where a service connection, including the meter, already exists or for Temporary Water Service.

**2.2 After-hours Service Call.** Any service call requiring District personnel to go to a customer's premise outside of the District's regular business hours due to a customer-initiated request or problem caused by a customer or its agents.

**2.3 Applicant.** A person or authorized agent making an application for water service.

**2.4 Backflow Protection Device.** An approved double check valve added to a customer's service connection to prevent backflow or cross-connections with another source of water supply, processed water or industrial waste, sewage or other substances entering into the District's Water System

**2.5 Commercial/Industrial Property.** Premises on which the customer is engaged in trade or industry.

**2.6 Control Valve.** A valve, independent of the District's facilities, located on the customer's side of the service connection in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter to the customer premises.

**2.7 Cross-Connection.** Any unprotected connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome and potable for human consumption.

**2.8 Customer or User.** A person, business or public agency supplied or entitled to be supplied with water service by the District.

**2.9 Detector Check Meter.** A meter device used to check one-way water flow on private fire service connections per District specifications.

**2.10 Developer.** An owner or agent who constructs on a parcel or group of parcels and applies for water service.

**2.11 District.** The Mid-Peninsula Water District, a county water district organized under the California Water Code Section 30000 *et seq.*

**2.12 Existing Facilities Charge.** A charge, based on the size of the meter connection, to equitably cover the value of the District's previously installed facilities for water storage, water transmission, and/or supply facilities, but not including distribution mains, service connections and meters. The District will segregate and separately account for revenues from Existing Facilities Charges which will be used exclusively by the District to provide and repair those water storage, transmission and supply facilities. Should more than one dwelling unit be served by a single 5/8 x 3/4 " meter, the Existing Facilities Charge shall be multiplied by the number of dwelling units served.

**2.13 Main Extension.** The addition of distribution mains beyond existing facilities, up to, but not including service connections.

**2.14 Mains.** Distribution and transmission pipelines located in streets, highways or rights-of-way, which are used to provide water service to customers.

**2.15 Meter Box.** The housing unit for the water service meter that tracks water consumption.

**2.16 Meter Charge.** A charge for the actual cost, based on diameter size, of a water meter.

**2.17 Monthly Capital Expense Charge.** A monthly charge applied to each customer account to support capital improvements to the water system facilities.

**2.18 Monthly Commodity Charge.** A monthly charge applied to each customer account based on the type of water service (residential or commercial/industrial) and the amount



of water consumed through the meter. Public Fire Protection Commodity charges are based on the size of the main that hydrants or standpipes are connected to.

**2.19 Monthly Service Charge.** A monthly charge applied to each customer account based on the meter size and type of water service (residential or commercial/industrial).

**2.20 Nonresidential Service.** Water service to premises other than single family homes, including but not limited to apartments, schools, public agencies and commercial/industrial properties.

**2.21 Premise.** 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 and office buildings and structures of like nature may be classified as single premises.

**2.22 Private Fire Protection Service.** Water service and facilities for sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and available water. A monthly Private Fire Protection Service surcharge will be applied to Residential and Nonresidential accounts that have such a service to cover costs for the use of District Facilities and required annual inspections for Backflow Protection Devices.

**2.23 Public Fire Protection Service.** The service and facilities of the entire water supply, storage and distribution system of the District, except house service connections and appurtenances, including fire hydrants, and water available for fire protection by a duly organized and incorporated fire district or other public authority of the State of California.

**2.24 Regular Water Service.** Water service, facilities and available water provided for domestic, commercial and industrial purposes on a permanent basis by a connection to the District water system for the purpose of serving only one premise, customer or person.

**2.25 Residential Service.** The supplying of water to single family homes being used for household purposes, but not including apartments.

**2.26 Service Connection.** The point at which the District's facilities connect with the customer's facilities. The District side of the service connection includes the pipeline laid from the Main to the property or curb line, up to and including the meter box. The customer's side of the service connection includes the pipeline from the meter box, control valve and other necessary or required fittings to provide water to the premises from the meter box.

**2.27 Service Connection Charge.** A one-time charge applicable to all applications for water service to premises where a new service connection is installed. The Service Connection Charge is based on the size of the meter and includes an Account Opening Charge, Meter Charge, Service Line Charge, and Existing Facilities Charge.

**2.28 Service Line Charge.** A one-time charge to cover the cost of installation of the service line(s).

**2.29 Spanner.** A specified tool to be used on fire hydrants per District specifications.

**2.30 Standard Specifications.** A set of standard specifications for construction, alteration or repair of facilities within or connected to the District's Water System, as amended from time to time by the District upon the recommendation of the District Engineer.

**2.31 Subdivider.** Any person who applies for or receives water service from the District and causes a water line or water service to be installed for future operation and maintenance by District and who qualifies as a subdivider under the California Subdivision Map Act or County of San Mateo ordinances.

**2.32 Temporary Water Service.** Water service provided for construction or other uses of limited duration (i.e. less than one (1) year, unless approved by the District), usually through a fire hydrant.

**2.33 Temporary Water Service Connection Deposit.** A deposit required to cover the cost of a fire hydrant meter during the term of Temporary Water Service, which will be returned upon receipt of the fire hydrant meter in good condition. If the fire hydrant meter is not returned or damaged, the District will keep all or a portion of the deposit for damages to replace or repair the fire hydrant meter.

**2.34 Water System or Facilities.** Distribution and transmission mains, pumps, valves, hydrants, storage facilities and all other applicable appurtenances owned by the District.

## **ARTICLE 3. GENERAL RULES AND REGULATIONS**

**3.1 Purpose.** This Article is intended to provide rules and regulations for the construction and use of Water Facilities, including installation, alteration and repair of such facilities within or connecting to the District's Water System.

**3.2 Water System.** The District will furnish a Water System for obtaining, conserving and distributing water for public and private uses. The Water System consists of lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment. The delivery of water shall be made subject to any terms and conditions established by the Board of Directors of the District and in accordance with the County Water District Law.

(a) Supply. The District will endeavor to furnish each customer, so far as is reasonably possible, but cannot guarantee, a continuous, safe and potable supply of water at a reasonable pressure at the District's water meter, and will endeavor to avoid any shortage or interruption in water service. In the event that the District is unable to provide satisfactory water service by reason of insufficient or high pressure, inadequate volume of water, or intermittent supply, the District will not be liable to any customer for any damage or inconvenience that may occur as a result thereof.

(i) Continuity of Service.

(A) Emergency Interruptions. The District reserves the right to implement temporary emergency shut downs of or interruptions in the Water System due to operational difficulties, natural catastrophes and other causes which may prevent the provision of water service and it will not be liable for any loss or damage resulting from or arising out of such interruption. The District will make all reasonable efforts to prevent interruptions in service and when such interruptions occur will make every effort to reestablish service with the shortest possible delay consistent with the safety of the Water System, its Customers and the general public. Where an emergency interruption in service may affect a public or private fire protection system, the District will notify the fire protection agency or the affected property owner of the interruption and of the subsequent restoration of service.

(B) Scheduled Interruptions. The District, whenever it may find it necessary or convenient for the purpose of making repairs or improvements to the Water System, reserves the right to implement temporary suspensions or scheduled interruptions in water service and it will not be liable for any loss or damage resulting from or arising out of such interruption. Whenever the District finds it necessary to schedule an interruption in water service, it will, when possible, notify those customers affected by the interruption, giving the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to the customers consistent with reasonable operations. Repairs or improvements will be implemented as rapidly as practicable. Where a scheduled interruption in service may affect a public or private fire protection system,

the District will notify the fire protection agency or affected property owner of the interruption and of the subsequent restoration of service.

(ii) Pressure Conditions. In the installation of all new water mains, the District will endeavor to maintain normal operating pressures of not less than 25 pounds per square inch (psi) nor more than 125 psi at the service connection. Notwithstanding normal operating pressures, during periods of hourly maximum demand at peak seasonal loads and periods of hourly minimum demand, pressures of 20 psi and 170 psi, respectively, will be considered reasonable. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the District harmless for any damages, or injuries or losses arising out of low pressure or high pressure conditions or interruptions in service.

(iii) Quality of Water. The District will endeavor to supply safe and potable water at all times; provided, however, the District specifically disclaims and gives no warranty, express or implied, as to merchantability, fitness for purpose, chemical composition, quality, or any other matter, of water supplied. The District assumes no responsibility for loss or damage, including but not limited to personal injury, wrongful death, damage to real or personal property, and loss of profits, because of the lack of merchantability, fitness for purpose, chemical composition or quality of water supplied. The District will not be responsible for any loss or damage arising from leaks, breaks or corrosion in or to District facilities or non-District facilities as a result of the quality of water supplied.

(iv) No Dead-End Lines. Dead-end water lines are not allowed in the District's Water System due to flushing requirements necessitated by the use of chloramines by the San Francisco Public Utilities Commission. In extremely limited circumstances, and in his/her sole discretion, the General Manager may allow a dead-end line if it is the only feasible way to supply water to a location and does not significantly impact or burden the District with respect to its obligations to flush the Water System.

(b) Resale of Water. Except by special agreement with the District, no customer will resell any of the water supplied by the District, nor shall the District furnish water to premises other than those specified in an application for service.

**3.3 Authorization and Fees.** No connection to the Water System will be installed, altered or repaired without authorization from the District and the payment of all fees required in the current Schedule of Rates and Fees, plus any special costs for work incurred by District.

**3.4 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 to control the flow of water to the piping on the premises. The customer shall not use the service connection meter stop to turn water on and off at the customer's convenience.

**3.5 Cross-Connection and Backflow Prevention.** If a customer's premises has another source of water supply or the customer is engaged in industrial processes using or producing processed water or liquid industrial waste, or in handling sewage or any other

dangerous substance on the premises, the District may discontinue water service until the customer installs a working, suitable, approved double check valve to the service connection on customer side of service connection to protect against backflow of water from the customer's premises into the District's Water System (backflow protection device).

The backflow protection device shall be of a design approved and inspected by the County of San Mateo Department of Health Services and will be installed at the expense of the customer. The device shall be installed in a location which is readily available for periodic inspection by District personnel or County Health Department and will be in good working order at all times.

The customer is responsible for complying with all County, State and Federal laws governing the separation of dual water systems and installation of back flow protection devices to protect the public water supply from the danger of cross-connections. The customer is also responsible for the maintenance, annual testing, repair or replacement of the backflow protection device.

**3.6 Booster Device.** The District prohibits the attachment of any booster pump to a service connection on the customer's side of the meter or the use of any other method whereby the customer's share of available water through the main to which the meter is attached is increased beyond the amount of water which would otherwise normally be delivered through such meter.

**3.7 Standard Specifications.** The District may from time to time adopt Standard Specifications and construction details, and/or requirements for the design and construction of water facilities and lines, which are incorporated herein by reference. Any contractor, developer, subdivider or customer must comply with the applicable Standard Specifications for the design, construction or repair of any Water System Facilities.

**3.8 Protection from Damage.** No person will maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment, which is a part of District's Water System.

**3.9 Tampering with District Property.** No one except an authorized District employee or representative will, at any time, in any manner, operate or interfere with the meter stops, main or gate valves, connections, distribution mains or any other parts of the Water System.

**3.10 Responsibility for Equipment on Customer's Premises.** The customer will, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment on the customer's side of the service connection that may be required for receiving, controlling, applying and utilizing water from the District's meter box. The District shall not be responsible for any loss or damage caused by the improper act of the customer or of any tenants, agents, employees, contractors, licensees, permittees, guests or invitees in installing, maintaining, operating or interfering with such equipment. The District will not be responsible for damage to property caused by faucets, valves and other equipment that are open when water is turned on at the meter either originally or when turned on after an emergency or scheduled interruption.

**3.11 Responsibility for Water System Facilities on Private Property.** All Water System facilities installed by the District on private property are and remain the property of the

District and may be maintained, repaired or replaced by the District without consent or interference of the owner or tenant of the property. The property owner or tenant will use reasonable care in the protection of the facilities. No payment will be made to any property owner or tenant for placing or maintaining the facilities on private property. No person will place or permit the placement of any object that will interfere with the District's ability to freely access any District facility for maintenance, repair or replacement. In addition, the District will not be responsible for restoring or replacing any improvements or obstacles on private property that interfere with the maintenance, repair or replacement of District facilities.

**3.12 Customer's Liability for Damage to District's Property.** The customer will be liable for any damage to the District's Water System facilities caused by an act of the customer or his tenants, agents, employees, contractors, licensees, permittees, guests or invitees. Such damage may include, but is not limited to damage to or destruction of locks on or near a meter, or damage to a meter from hot water or steam from a boiler. If repair or replacement is required, as determined by the General Manager, the customer promptly will reimburse the District for the total cost of such repair or replacement, including all costs of equipment, materials and labor, upon presentation of an invoice from the District documenting such costs.

**3.13 Ground-Wire Attachments.** The customer will be liable for any damage to the District's Water System facilities caused by the attachment of an electrical service ground-wire or wires to any plumbing, which is or may be connected to a service connection or main belonging to the District, by the customer or his tenants, agents, employees, contractors, licensees, permittees, guests or invitees unless such plumbing is adequately connected to a lawfully driven ground installation on the premises. Neither the District nor its officers, agents or employees will incur any liability of any nature whatsoever by reason of the use of any facility for grounding purposes, which is or may be connected to the District's Water System.

**3.14 Changes in Customer's Equipment or Operations.** If a Customer makes any material change in the size, character or extent of the Customer's equipment connected to the Meter Box or to their operations resulting in a material change in the use of water, the Customer will immediately notify the District in writing of the nature of the change and, if necessary, amend his/her application for water service. The customer will bear the actual costs of the installation of a larger meter and service connection and the additional Existing Facilities Charge based on the changed meter size.

**3.15 Entry onto Customer's Premises.** Representatives from the District shall have the right to enter the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of Water Service by the District.

**3.16 Easements.** Whether recorded or not, the District has, or has the right to obtain through eminent domain, at least a twenty (20) foot easement wherever its distribution main is located for purposes of maintaining, repairing and replacing it. The District will not be responsible if any permanent or unique improvements, including, but not limited to vegetation, fences, paving or structures, on or within the easement area are removed or damaged in the course of the District maintaining, repairing or replacing the distribution main.

## **ARTICLE 4. GENERAL WATER USE REGULATIONS**

**4.1 Monthly Water Charges.** All customers are responsible for (a) a Monthly Service Charge based on meter size; (b) a Monthly Commodity Charge or a consumption per unit charge for the quantity of water that passes through the meter based on the type of premises or water service; and (c) a Monthly Capital Expense Charge. These charges are set forth in Section III of Attachment A, District Schedule of Rates and Fees.

**4.2 Water Waste.** No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, the District may discontinue the service if such conditions are not corrected within the time specified in the written notice to the customer, but not less than five (5) calendar days.

**4.3 Meter Requirement.** All water service will be metered and meter size will be determined according to the methods and procedures outlined in the then current Section 610 of the Uniform Plumbing Code, as may be amended from time to time.

**4.4 Meter Installation.** Meters will be installed at the property line in a public right-of-way or within the easement or at such location as may be recommended by the District Engineer or General Manager, and will be owned by the District. If a meter is removed at the District's request for District's sole benefit, it will be removed at the District's expense. 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.

**4.5 Change in Meter Location.** Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved for the District's convenience will be relocated at the District's expense. If the lateral distance to which the customer desires to have the meter moved exceeds eight feet (8'), the customer will be required to apply and pay for a new service connection at the desired location.

**4.6 Meter Reading.** The District will attempt to read meters of customers as nearly as possible the same day each month. Due to holidays, weekends, and other scheduling considerations, a billing period may range from 27 to 35 days. Bills for services covering a period less than 27 or more than 35 days will be billed on a normal billing period basis, or prorated, whichever produces the smaller bill.

### **4.7 Faulty Meters; Testing.**

(a) Request for Test. A customer may request that the District test the meter serving the customer's premise. The District will conduct the test within 10 days of the request and the customer will be notified, not less than five days in advance, of the time and place of the test. A customer may require that the District conduct the test in the customer's presence, or in the presence of the customer's representative.

(b) Deposit. The customer must deposit an amount to cover the reasonable cost of the meter test, which is set forth in Section V.E of Attachment A, District

Schedule of Rates and Fees. The meter test deposit will be returned only if the meter is found to be a fast meter under Section 5.8(a) below.

(c) Report. The District will provide the customer with a written report summarizing the results of the test within ten days after completion of the test.

#### **4.8 Adjustment of Bills for Meter Error**

The findings and determination of the General Manager on adjustments of bills for meter errors are final, subject to review by the Board of Directors upon written request in accordance with Section 13.11

(a) Fast Meters. When a test reveals that a meter is registering more than 2 percent or greater than the actual flow under conditions of normal operation, the District will, within 45 days, refund or credit to the customer the full amount of the overcharge based on corrected meter readings for the prior period, not to exceed six months, that the meter was in use, unless the exact duration of fast meter registration can be determined.

(b) Slow Meters. When a test reveals that a meter is registering more than 10 percent less than the actual flow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the prior period, not to exceed six months, that the meter was in use, unless the exact duration of slow meter registration can be determined.

(c) Non-registering and Unreadable Meters. When a test reveals that a meter is not registering or not readable, the District may bill the customer for the estimated amount of water consumed while the meter was not registering or not readable. The General Manager will estimate the consumption based either upon the customer's prior use during the same season of the year or upon a reasonable comparison with the use of other customers receiving the same type of service during the same period and under similar circumstances and conditions.



**ARTICLE 5. SPECIAL WATER USE REGULATIONS DURING PERIODS OF WATER SHORTAGES**

**5.1 General.** In the event of a water shortage emergency caused by drought or other circumstance, the District may adopt any necessary ordinances, rules or regulations in accordance with California Water Code Sections 350-59, as amended from time to time, and which Sections are incorporated herein by this reference, in addition to the general water use regulations in Article 4.

**5.2 Enforcement of Water Use Regulations.** In the event that the District adopts ordinances, rules and regulations to address a water shortage emergency, the District's General Manager, officers and employees are authorized to enforce the water use regulations in accordance with specific remedies authorized by the Board as well as those remedies authorized by law. California Water Code Section 31029, as amended from time to time, which is incorporated herein by this reference, makes it a misdemeanor to violate emergency restrictions subject to imprisonment up to 30 days, a fine up to \$600, or both.

## **ARTICLE 6. GENERAL APPLICATION INFORMATION**

**6.1 Application for Water Service.** Each applicant for water service is required to provide the following information and will be required to sign a form provided by the District.

The application form will set forth:

- (a) Date of application.
- (b) Name/s of applicant/s.
- (c) Street address of property to be served.
- (d) A telephone number where the applicant can be reached during work hours and during non-work hours.
- (e) Address to which the bills will be mailed.
- (f) Applicant's relation to the property as owner, agent, tenant or developer.
- (g) An agreement to abide by all rules and regulations of the District, including the provision of all information required for the District to calculate a water allotment for the applicant during periods of water conservation/rationing.

**6.2 Payment for Previous Service.** An application will not be honored unless payment in full has been made on water service previously rendered to a customer by the District at any premises.

**6.3 Account Opening Charges.** New applicants for water service with existing service connections and for temporary water service must pay any applicable Account Opening Charge in advance at the time of making the application in accordance with Section I of Attachment A, District Schedule of Rates and Fees. Account Opening Charges for applicants for water service requiring new District-installed service connections are included in the Service Connection Charges.

**6.4 Security Deposits.** All applicants must pay any applicable security deposits in accordance with the Section 12.1.

**6.5 Other Information.** The District may request that applicants submit other necessary information and pay any other required deposits or charges depending on the type of application for water service in accordance with this Ordinance.

## **ARTICLE 7. REGULAR WATER SERVICE IF NO MAIN EXTENSION IS REQUIRED**

**7.1 Application for Regular Water Service if No Main Extension is Required and Service Connection is in Place.** Applications will be made in accordance with Article 6 and include completing the District's application, payment of the applicable Account Opening Charge and any other applicable deposits.

**7.2 Application for Regular Water Service if no Main Extension is Required, but Service Connection is Required.** Applications will be made in accordance with Article 6 and include filing the District's application, payment of the applicable Service Connection Charge (which includes an Account Opening Charge, Meter Charge, Service Line Charge and Existing Facilities Charge), and any other applicable deposits.

**7.3 Evaluation of Proposed Regular Water Service.** Prior to approving any application for Regular Water Service, the District will evaluate the impact of the proposed service on the system and the District's ability to provide service. The District will endeavor to approve the service within 10 days from the receipt of an application.

**7.4 New Water Service Connections.** When the District has approved Regular Water Service, the District will furnish and install the new service connection of such size and at such location as the District determines. The service connection will be installed from the water distribution main to the curb line or property line of the premises, which may abut on the street, on other thoroughfares, or on the District right-of-way or easement.

**7.5 Number of Water Services Per Premises.** The applicant may apply for as many service connections as may be reasonably required for the premises, provided that the customer have separate equipment from each service connection that is independent of the others and not interconnected. The cost of all service connections shall be borne by the applicant.

**7.6 Water Supply to Separate Premises.** Each premise will have at least one service connection, which includes a meter. When two or more buildings are maintained upon a single premise, one service connection may serve both. However, if the premise is divided and the buildings come into separate ownership, new service connections must be installed so that there are separate service connections with meters for each premise in separate ownership.

**7.7 Monthly Charges.** A Monthly Service Charge, Monthly Capital Expense Charge and Monthly Commodity Charge will be charged in accordance with Section III of Attachment A, District Schedule of Rates and Fees.

**ARTICLE 8. REGULAR WATER SERVICE IF MAIN EXTENSION OR OTHER WATER SYSTEM FACILITIES ARE REQUIRED**

**8.1 Necessity for a Main Extension or Other Water System Facilities.** Upon receipt of any application for Regular Water Service, the General Manager will determine whether a main extension or other water system facilities are necessary to provide the service. A main extension or other water system facilities will be installed in the manner provided in this Article and in the best interest of the District whenever the General Manager determines that such main extension or facilities are necessary to provide Regular Water Service to property described in the application.

**8.2 Application for Regular Water Service if Main Extension and New Service Connection are Required.** Any owner of one of more lots or parcels of land, where, in the opinion of the General Manager, one or more main extensions are required to serve such property, will make a written application to the District for a main extension. Applications will be made in accordance with Article 6 and include filing the District's application; the legal description of the property to be served; a written statement from the applicable fire protection authority addressing all requirements for fire protection; the tract number; the plans, profiles and specifications; any additional information required by the District; and a map showing the desired location of the proposed service connections. The main extension application will also include payment of any applicable deposits and rates or charges, including the applicable Meter and Service Connection Charges (for District-installed service connections), the Existing Facilities Charges and any other applicable charges required by the applicable development agreement, as described below.

**8.3 Application for Regular Water Service to a New Subdivision or Development.** A person desiring to provide a water system within a tract of land, which the person proposes to subdivide or develop, will make a written application to the District for Regular Water Service to a new subdivision or development. Applications will be made in accordance with Article 6 and include filing the District's application and include: the tract number; the name of the subdivision or development (if applicable); its location; the plans, profiles and specifications for the street work, sanitary and storm work and water distribution system; and a written statement from the applicable fire protection authority addressing all requirements for fire protection. The application should also include a copy of the tentative map showing property lines, streets and other dedicated rights of way; number and location of single family residences to be constructed; number of units and location of apartments; number of students and location of schools; irrigation requirements; and topographic contours. The subdivision or development application will also include payment of any applicable deposits and rates or charges, including the applicable Meter and Service Connection Charges (for District-installed service connections), the Existing Facilities Charge and any other applicable charges or deposits required by the applicable development agreement, as described below.

**8.4 Review and Approval of the Application.** Prior to approval of the application, the General Manager will investigate the proposed main line extension, service connections or other water system facilities, review the plans and specifications with the District Engineer and evaluate the impact of the proposed facilities on the District's ability to provide Regular Water

Service and report findings to the Board. The findings will include the feasibility of providing the service; satisfaction of the criteria in this Ordinance, the District's Standard Specifications and Details, and any other applicable rules and regulations; and estimated cost of the proposed main extension or other water system facilities. The Board will consider such application and report, and reject, amend or approve the application.

**8.5 Facilities: Subdivisions, Tracts, or Housing Projects.** The District may require in-tract or off-tract improvements, dedications or facilities to be provided by the applicant for Regular Water Service to a new subdivision or development. All in-tract and off-tract facilities, including easements and tank sites, must be dedicated to the District, prior to acceptance of the improvements or facilities for water service. The cost of such in-tract and off-tract facilities will be the responsibility of the applicant. All such facilities must meet District's Standard Specifications and Details. Examples of such facilities include, but are not limited to: all distribution mains, including connections to existing mains, even if outside the tract; treatment facilities; transmission facilities; service pipe lines; fittings; valves and fire hydrants; tank sites; easements; rights-of-way; storage tanks; and all things necessary and appurtenant to any of these facilities. If additional subdivision facilities, permanent or temporary, are required to provide pressure or storage for the subdivision, such facilities will be required and paid for by the applicant.

**8.6 Development Agreement.** Prior to approval of the application by the Board, the applicant will enter into a Development Agreement in a form acceptable to the District and comply with the terms and conditions therein. All fees and costs incurred by District in preparing or reviewing the agreement or plans, including but not limited to costs for legal, administrative and engineering services, will be paid in full by the applicant prior to commencement of work. The Development Agreement may also include provisions to ensure adequate water service for the development, which may include the design for a sufficient number of independent well systems (or other production facilities), pumping equipment and/or storage facilities; contribution to the modification of other District production and/or storage facilities; and/or participation in the construction cost of other new District production and/or storage projects or other water system facilities as described in Section 8.5 above.

**8.7 Dedication to the District.** All main extensions or other water system facilities covered by the Development Agreement will become the property of the District and upon acceptance by the District will be deeded or dedicated to the District by a proper instrument in writing. Applicant will provide the District with "as-built" drawings for all dedicated facilities. The map, grant deed or other proper instrument will contain sufficient legal description of the right-of-way or easement, within which any water line or system facility is installed and will be duly recorded in the San Mateo County Recorder's Office.

**8.8 Installation of Facilities.** The District, in its discretion, may install any of the proposed main extensions, service connections or water system facilities with its own employees at the applicant's cost. If the District installs the service connections, the applicant will be required to pay the applicable Meter and Service Connection Charges, and cover all other actual costs incurred by the District relative to the installation. If the applicant is required to install the main extension, service connections or other water system facilities, it will be at the applicant's

cost, in accordance with the District's Standard Specifications and Details in effect at the time of the application and any other requirements in the Development Agreement.

**8.9 Future Development; District Discretion.** The District will review and approve the size, location and configuration of all main extensions, which will be consistent with the District's plans for future development of the Water System.

**8.10 Dead-end Lines.** No dead-end water lines will be permitted, except as approved by the General Manager in extremely limited circumstances, and in his sole discretion, if it is the only feasible way to supply water to a location and it will not significantly impact or burden the District with respect to its obligations to flush the Water System..

**8.11 Construction Requirements.** Upon Board approval and execution of the Development Agreement, the applicant will contract with a contractor duly licensed in the State of California to do the proposed main extension installation work. All work and materials will comply with the District's Standard Specifications and Details, inspection requirements and all applicable laws and regulations. Payment and performance bonds from a California-admitted Surety insurer, each in the amount of one hundred per cent (100%) of the estimated construction cost, along with the required insurance coverage shall be provided by the applicant or the contractor. A Maintenance Bond in the amount of ten percent (10%) of the costs of the work to remain in effect two (2) years after acceptance by the District will also be required. Pursuant to the terms of the Development Agreement, the District will have the right to inspect the work. No pipeline will be backfilled or covered without the presence and consent of a District representative.

**8.12 Costs and Expenses.** All costs and expenses incurred by the District under this Article, including but not limited to, costs for engineering, legal and administrative services will be paid by the applicant in advance to the District, by depositing an amount estimated by the District to cover all such charges and costs. Applicant will be responsible for any costs in excess of the estimated deposit and will be refunded the amount by which the estimated deposit exceeds the actual costs.

**8.13 Project Termination/Refund.** If the installation work is not started within one (1) year of execution of the Development Agreement, as may be extended by the Board, the balance of deposited funds remaining after deducting all District costs, as determined in District's sole discretion, will be credited or refunded to the applicant.

**8.14 Monthly Charges.** A Monthly Service Charge, Monthly Capital Expense Charge and Monthly Commodity Charge will be charged in accordance with Section III of Attachment A, District Schedule of Rates and Fees.

## **ARTICLE 9. TEMPORARY WATER SERVICE**

**9.1 Authorization for Temporary Water Service.** Upon application, the District, in its discretion, may authorize a Temporary Water Service connection for construction or other limited purposes, under acceptable terms and conditions and if no undue hardship to existing customers will result. Temporary service connections will be disconnected or terminated within one (1) year unless the District grants a time extension in writing. Temporary Water Service typically is provided through a fire hydrant in accordance with Article 10 and requires an agreement to use a temporary fire hydrant meter. The customer will agree to return the fire hydrant meter within ten (10) days of the termination of Temporary Water Service.

**9.2 Application for Temporary Water Service.** A person desiring a Temporary Water Service connection will make a written application to the District in accordance with Article 6 and include a description of the location of and reasons for the Temporary Water Service. The Temporary Water Service application will also include payment of the applicable Account Opening Charge as set forth in Section I of Attachment A, District Schedule of Rates and Fees and either the applicable Temporary Water Service Connection Deposit if Temporary Water Service is provided through a fire hydrant as set forth in Section II.B of Attachment A or the applicable Meter, Service Line and Existing Facilities Charges if the District installs a new service connection under Article 7 as set forth in Section II.A of Attachment A and any actual costs incurred by the District for installation of any other required water facilities under Article 8.

**9.3 Monthly Charges.** For the duration of the Temporary Water Service, a Monthly Service Charge (Nonresidential 3" meter) and a Monthly Commodity Charge will be charged in accordance with Sections III.A.2 and III.C.2 of Attachment A, District Schedule of Rates and Fees.

## **ARTICLE 10. PUBLIC FIRE PROTECTION**

**10.1 Authorization to Use Fire Hydrants for Public Fire Protection.** The main purpose for fire hydrants connected to the water mains of the District is to furnish water to fight fires. Fire hydrants shall be opened and used only by persons authorized in writing by the District. All public governmental fire protection agencies and their officers and employees are hereby so authorized.

**10.2 Unauthorized Connections to a Fire Hydrant.** Any person, firm or agency making a connection to a District fire hydrant without written permission from the District's General Manager will be liable for and shall pay to the District an Unauthorized Connection to Fire Hydrant Fee for each unauthorized connection as set forth in Section V.C of Attachment A, District Schedule of Rates and Fees. The person, firm or agency will also be liable to the District for any damages and shall pay all incurred costs to repair any fire hydrant or water mains and appurtenances caused by an unauthorized connection to the fire hydrant.

Upon discovery of the unauthorized connection, the District will immediately disconnect or cause the person to disconnect the unauthorized connection. No further connection will be permitted unless authorized by the District and the payment in full of any fees and/or damages required under this Section.

**10.3 Conditions on Use of Fire Hydrants.** All persons, firms, or agencies authorized to use a fire hydrant for any purpose under this Article are specifically prohibited from operating the valve of any fire hydrant other than by the use of a spanner designed for this purpose per District specifications. An Unauthorized Fire Hydrant Valve Operation Fee will be charged for each unauthorized operation as set forth in Section V.D of Attachment A, District Schedule of Rates and Fees.

**10.4 Moving of Fire Hydrants.** If a property owner or other party requests the District to change the location of the hydrant, that person will bear the costs of such relocation. The District must approve any change in the location of a fire hydrant and consult with any local public fire protection agency as necessary.



## **ARTICLE 11. PRIVATE FIRE PROTECTION SERVICE**

**11.1 Application for Private Fire Protection Service.** Applications will be made in accordance with Article 6 and include completing or updating the District's application. The applicant for new private fire protection service will pay the total actual cost of installation of the service connection from the distribution main up to the customer's premises, including a detector check meter or other suitable and equivalent device, valve and meter box. The installation shall be the property of the District.

**11.2 Requirements of Private Fire Protection Service.** There shall be no connections between the private fire protection system and any other water distribution system on the premises. All automatic sprinkler systems connected to the Water System shall be equipped with a backflow protection device in accordance with Section 3.5. The connection of the automatic sprinkler system to the District's facilities will be made according to District Standard Specifications and is subject to inspection by appropriate authorities.

**11.3 Use.** There shall be no water used through the fire protection service connection except for purposes of extinguishing accidental fires or testing the fire fighting equipment.

**11.4 Monthly Surcharge.** A Monthly Surcharge for Private Fire Protection will be added to the Monthly Service Charge and charged in accordance with Section IV of Attachment A, District Schedule of Rates and Fees.

**11.5 Violation of Applicable Regulations.** If water is used from a private fire protection service connection in violation of this Ordinance or other rules or regulations of the District, the District may, at its option, discontinue or remove the service connection at the customer's expense. The District will give 45 days written notice prior to discontinuing or removing the service. The District will also notify the local public fire protection agency prior to the actual shutdown.

**11.6 Repairs and Changes to Existing Private Fire Protection Systems.** Whenever a private fire protection system is taken out of service for any reason including repairs or changes, the backflow prevention device must be brought into compliance with the current Mid-Peninsula Water District Standard Specifications. The device must then be tested and certified by a San Mateo County Certified Backflow Prevention Tester before water service can be restored.

## **ARTICLE 12. ACCOUNTING, CREDIT AND BILLING REGULATIONS**

**12.1 Establishment and Maintenance of Credit.** The District will require all new customers and any prior customers who have demonstrated a record of nonpayment of water bills to establish and maintain credit by making a cash or other security deposit before service will be rendered. After a year of good payment history, as determined solely by the District, the deposit may be credited to the account.

(a) **New Applicant.** Every new applicant for water service will pay a security deposit to the District for the purpose of establishing credit. The amount of the deposit will be the General Manager's estimate of the average amount of charges over a three-month period for an account on premises similar in nature, size and use to that of the applicant.

(b) **Previous Customer.** If an applicant has had a previous account with the District, and service on that account was terminated on two separate occasions within a period of twelve months due to late or non-payment of fees and charges owed to the District, the deposit required to establish the new account will be the General Manager's estimate of the average total charges billed for water services over the last twelve months to the type of premises subject to the application.

(c) **Payment.** The deposit may be paid in any form of payment accepted by the District before service on the new account will begin.

(d) **Applicability of Deposit.** The District may apply the deposit, without prior notice to the customer, to the payment of any charges, fees or other indebtedness that the customer owes the District.

(e) **Replacement or Change of Deposit.** The General Manager may require at any time that the customer replenish the deposit to the extent that it has been applied to the payment of any delinquent charges or indebtedness owed the District. Where water service has been discontinued as a result of late or non-payment of charges, the customer will fully replace the deposit in an amount equal to the total charges to the premises for water service over the prior three months or twelve months, as required above, in addition to the payment of any other applicable fees and charges imposed by the District Schedule of Rates and Fees (Appendix A), before the District reinstates service.

If a customer's service is terminated on two separate occasions within a period of twelve months due to late or non-payment of fees and charges owed to the District, the deposit shall be increased to an amount equal to the total charges billed on the account for the last twelve months of water service. The customer shall pay this deposit in full before the District reinstates service to the premises after the second instance of termination.

(f) **Interest on Deposit.** No interest shall accrue or be paid on any amounts deposited with the District.

(g) **Return of Deposit.** Upon permanent discontinuance of service and closing of an account, the District will refund the deposit to the customer without interest less any unpaid fees and charges due and owing the District for water service furnished to the customer's premises prior to discontinuance of service.

(h) **Bankruptcies.** When the District receives notice that a customer has filed for bankruptcy, the District may apply the customer's security deposit to cover any delinquent fees and charges the customer owes the District for water service furnished up to the date of the bankruptcy filing. The District may also enter into a new Security Agreement with the customer pursuant to applicable federal law, under which the District may require the restoration of the security deposit to the extent it is depleted, or the payment of a new deposit in the amount of the total last three month's charges on the customer's account. If a termination of service for late or non-payment of fees and charges owed the District occurred within twelve months of the bankruptcy, the General Manager may require the customer to pay a new deposit in an amount equal to the last twelve months of charges to the customer's account. The District may terminate the water service of a customer who is in bankruptcy and fails or refuses to enter into a new Security Agreement with the District to provide assurance of future payments and performance in instances where such is permitted under applicable federal law.

**12.2 Billing Period.** The regular billing period will be monthly.

**12.3 Opening and Closing Bills.** If the total period for which service is rendered is less than one month, the bill shall be pro rated. The District may estimate closing bills based on the record of account for the final period to permit the customer to pay the closing bill at the time service is discontinued.

**12.4 Payment of Bills.** Bills for water service will be rendered at the end of each billing period. Bills shall be due and payable upon presentation and may be paid by any form acceptable to the District and in accordance with this Ordinance. Bills are past due twenty (20) days after presentation.

**12.5 Separate Billing.** Each meter will be billed separately in accordance with the District Schedule of Rates and Fees.

**12.6 Returned Customer Checks.** If a customer's check or payment is returned for nonpayment by the financial institution on which it is drawn, the customer will pay a Returned Check Fee as set forth in Section V.A of the District Schedule of Rates and Fees, in addition to the amount of the dishonored check. If a customer has two (2) checks returned for nonpayment by a financial institution in a one-(1) year period, the customer will pay his/her water bills for a one-year period commencing with the next payment by another payment method accepted by the District.

**12.7 Uncashed District Checks.** Any District check not cashed within 90 days shall be void.

**12.8 Disputed Bills.** A customer must notify the District that it disputes the correctness of a water service bill, requests an investigation or an extension for the payment period, within 7 days of receiving the disputed bill or any initial notice of termination of water service. The

General Manager or his designee will meet with the customer in person or by phone at the customer's request to investigate and resolve the dispute. If, following the meeting with the General Manager or his designee, the customer's dispute is not resolved or adversely resolved, the customer may appeal the dispute to the Board of Directors by submitting a written request with a statement that the bill is in dispute and a full explanation of the dispute. At the next regular Board meeting following receipt of the written request, the Board will review the dispute and make a final resolution. The District may not discontinue water service for nonpayment of a properly disputed bill during the investigation and review period, including any review by the Board.

**12.9 Amortization Agreements with Residential Customers.** The General Manager, in his discretion, may authorize an agreement with a residential customer to amortize the payment of any bill that the customer can demonstrate satisfactorily that s/he cannot pay in full when due and payable without undue hardship. The General Manager may determine the amortization period, but it may not exceed 12 months. During the amortization period, the customer must pay all current bills in full plus the amortized past due amount. Amortization will apply only to residential customers. The District may not terminate water service for nonpayment if the customer fully complies with the amortization agreement.

**12.10 Adjustments.** The General Manager is authorized to establish and implement, in his/her discretion, a one-time adjustment for any customer for excessive bills due to unusual circumstances.

**12.11 Payment Methods.** The Board may, from time to time, adopt various payment methods that are accepted by the District.

## **ARTICLE 13. ENFORCEMENT**

**13.1 Violation.** Any person found to be violating any provision of this Ordinance, or any other ordinance, rule or regulation of the District, will be given written notice stating the nature of the violation and providing a reasonable time limit for satisfactory corrective action. Except in the case of emergencies when the public interest and necessity require otherwise and for the nonpayment of bills, the time limit to correct such violation will be five (5) working days. In the case of nonpayment of bills, the notice provisions of Section 13.4 of this Article will apply. All persons will be held strictly responsible for any and all acts of their tenants, agents, employees, contractors, licensees, permittees, guests or invitees.

**13.2 Authorization to Enter.** The officers and duly authorized employees of the District will establish their position as an authorized representative of District and will be permitted to enter, upon authorization by an adult on the premises, in and upon any and all buildings and properties of customers for the purposes of inspection, re-inspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, rules and regulations of District.

**13.3 Discontinuation of Water Service.** If a customer fails to comply with all or any part of this Ordinance or other rule or regulation of the District, the customer's water service may be discontinued, at the District's sole discretion, and in accordance with California Government Code Sections 60370-75.5 or other applicable laws, as amended from time to time. Water will not be supplied until the customer complies with the Ordinance, rule or regulation that was violated. If the customer cannot comply with the Ordinance, rule or regulation, the District may reinstate service if the customer satisfies the District that, in the future, the customer will comply with this Ordinance and other rules and regulations of the District, including payment of a Reconnection/Reinstatement of Service Charge as set forth in Section V.B of Attachment A, District Schedule of Rates and Fees and any payment or reestablishment of any required deposits as a condition of renewal of service. The District may discontinue water service for the reasons and pursuant to the restrictions set forth in subsections (a) through (e) below.

(a) Discontinuation for Non-Payment. Service may be discontinued for non-payment of past due bills (twenty (20) days after presentation) upon proper notice as provided in Section 13.4. Water service will not be discontinued under the following circumstances:

(i) During the review and investigation of a customer complaint or dispute regarding the past due bill;

(ii) When a customer has been granted an extension for the payment period or is in compliance with an authorized amortization agreement;

(iii) Upon certification by a licensed physician or surgeon that to do so will be life threatening to the customer and customer is financially unable to pay in full, but agrees to enter into an amortization agreement; or

(iv) On any Saturday, Sunday, legal holiday or any time during which the District offices are not open to the public for business.

(b) Unsafe Apparatus. Water service may be refused or discontinued to any premise using apparatus or appliances which might endanger or disturb the service to other customers.

(c) Cross-Connections. Water service may be refused or discontinued to any premise where there exists a cross-connection in violation of this Ordinance or applicable laws or regulations.

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

(e) Upon Vacating Premises. Customers desiring to discontinue service should notify the District a minimum of two (2) working days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for applicable charges whether or not any water is used by the customer.

**13.4 Notice to Customers if Water Service Terminated.** If the District determines that a customer's water service should be discontinued for nonpayment or violation of this Ordinance or other rules and regulations of the District, the District will provide the following notices:

(a) At least 15 days prior to the proposed termination of water service date, but not earlier than 19 days from the date of mailing the monthly water bill, the District will provide an initial written notice of termination of service, by mail, postage prepaid, in accordance with California Government Code Section 60373.

(b) At least 48 hours prior to the termination of water service date, the District will make reasonable, good faith efforts to contact an adult person residing at the premises by telephone or in person. If contact cannot be accomplished by telephone or in person, the District must mail or post conspicuously on the premises, a second written notice of termination of service.

**13.5 Notice to City or County if Water Service Terminated.** The District will notify promptly the appropriate City or County officials if water service to a residence is terminated. The District is not responsible for any subsequent actions to abate any public nuisance caused by the water service termination to a residence.

**13.6 Means of Enforcement Only.** District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

**13.7 Liability for Violation.** Any person violating any of the provisions of the ordinances, rules or regulations of District will be liable to the District for any expense, loss or damage caused by the violation.

### **13.8 Payment Of Legal Fees And Costs**

(a) Collection. The District may collect all unpaid rates, charges and costs. Collection procedures may include filing a court action.

(b) Costs. Applicant, customer, owner or contractor shall pay all attorneys' fees and other costs incurred as a result of the necessity of District's resorting to legal counsel services or legal processes for the enforcement of any duties or obligations imposed by any of the ordinances, agreements, rules or regulations of District.

**13.9 Relief on Application.** When any person believes that any provision of this Ordinance is unjust or inequitable as applied to his or her premises, that person may make written application to the Board, stating the special circumstances involved, the provision complained of, and a request to suspend or modify that provision. The Board may, by resolution citing the special circumstances, suspend or modify the provision for that customer.

**13.10 Relief on Own Motion.** The Board may, on its own motion, find that any provision of this Ordinance should be suspended or modified as applied to a particular premise and may, by resolution citing such special circumstances, suspend or modify the provision for that premise.

**13.11 Appeals to Board.** All rulings of the General Manager will be provided in writing and will be final unless appealed in writing to the Board within five (5) days of receipt of the General Manager's ruling. The written appeal must state the reason for the appeal and specify any facts or evidence in support of the request. The Board will promptly consider the appeal and provide a written decision within five (5) days of the decision. All rulings of the Board shall be final.

**13.12 Service Complaints.** A customer may comment or complain about their water service by writing, emailing or telephoning the District. The General Manager or his designee will meet with the customer in person or by telephone, at the customer's request, and endeavor to resolve the issue. If, following the meeting with the General Manager or his designee, the customer's complaint is not resolved, the customer may either submit the complaint in writing with a full and complete explanation to the Board of Directors or the customer may appear in person before the Board at the next regular monthly meeting. The Board will endeavor to arrive at a fair and impartial resolution, which determination will be final.

**ARTICLE 14. EFFECTIVE DATE**

This Ordinance establishes all the rules, regulations, rates and charges for the provision of water service by Mid-Peninsula Water District and supersedes all prior ordinances. This Ordinance takes effect upon the date of its adoption.

\_\_\_\_\_  
President, Mid-Peninsula Water District

ATTEST:

\_\_\_\_\_  
Secretary, Mid-Peninsula Water District

I hereby certify that the foregoing is a full, true and correct copy of the ordinance duly passed and adopted by the Board of Directors of the Mid-Peninsula Water District, County of San Mateo, California, at a meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2005, by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Secretary, Mid-Peninsula Water District



**ATTACHMENT A**

**DISTRICT SCHEDULE OF RATES AND FEES**

**I. ACCOUNT OPENING CHARGES**

- A. Application for Regular or Temporary Water Service \$10.00

**II. SERVICE CONNECTION CHARGES**

**A. Regular Water Service Connection Charge**

	(A)	(B)	(C)	(D)
<b>Meter Size (Inches)</b>	<b>Meter Charge (Dollars)</b>	<b>Service Line Charge (Dollars)</b>	<b>Existing Facilities Charge (Dollars)</b>	<b>Total Service Connection Charge (Dollars)</b>
5/8x 3/4	100	3,450	1,450	5,000
1	150	3,450	2,400	6,000
1 1/2	Actual*	Actual*	4,000	Sum of meter, service line & existing facilities charges
2	Actual*	Actual*	6,000	“
4	Actual*	Actual*	13,000	“
6	Actual*	Actual*	40,000	“
8	Actual*	Actual*	50,000	“

\* The advance deposit required for service connections one and one-half inch (1 1/2") and larger shall be the District's estimate of the total cost to install. The amount of the estimate in excess of actual installed costs shall be refunded. Should the estimate be low, the applicant shall pay the difference between the estimate and actual cost prior to water service being activated.

**B. Temporary Water Service Connection Deposit**

- 1. Temporary fire hydrant service connection \$800

### III. MONTHLY SERVICE AND COMMODITY CHARGES

		Proposed Water Rates Effective for Bills Sent as of July 1				
		2010	2011	2012	2013	2014
<b>Monthly Service Charges</b>						
<i>Fixed monthly charge based on meter size</i>						
<u>Meter</u>	<u>Meter Ratio</u>					
5/8"	1.00	\$13.30	\$14.23	\$15.51	\$16.91	\$18.43
1"	1.50	19.96	21.35	23.27	25.37	27.65
1 1/2"	2.50	33.26	35.58	38.79	42.28	46.08
2"	4.00	53.22	56.93	62.06	67.64	73.73
3"	6.00	79.83	85.40	93.09	101.47	110.59
4"	10.00	133.04	142.33	155.15	169.11	184.31
6"	25.00	332.61	355.83	387.87	422.78	460.79
<i>Residential customers with metered water use no greater than 2 hundred cubic feet per monthly billing period will receive a 50% discount off their Monthly Service Charge through 12/31/2010, and a 25% discount off their Monthly Service Charge from 01/01/2011 through 12/31/2011.</i>						
<b>Water Consumption Charges</b>						
<i>Variable charges based on metered water use*</i>						
<u>Residential Rate Tiers</u>						
Block 1	0 - 2 units	\$2.40	\$3.25	\$3.53	\$3.85	\$4.20
Block 2	3 - 10 units	4.60	5.00	5.44	5.93	6.46
Block 3	11 - 25 units	5.45	6.00	6.53	7.11	7.75
Block 4	26 units & above	6.15	7.00	7.61	8.30	9.04
<u>Commercial Rate Tiers</u>						
Block 1	0 - 5 units	\$4.52	\$4.52	\$4.89	\$5.33	\$5.81
Block 2	6 units & above	4.84	5.25	5.71	6.22	6.78
* One unit of water = one hundred cubic feet (hcf) or approximately 748 gallons.						

The proposed rates assume that the SFPUC will increase its wholesale water rates per hundred cubic feet on July 1 each year to \$1.90 in 2010, \$2.09 in 2011, \$2.71 in 2012, \$2.85 in 2013, and \$3.21 in 2014. Pursuant to the Government Code, the District reserves the right to increase its water consumption charges to recover any additional unanticipated SFPUC water rate increases.

**IV. PRIVATE FIRE PROTECTION SERVICE**

**A. Monthly Surcharge**

- |                          |              |
|--------------------------|--------------|
| <b>1. Residential</b>    | \$1.25/month |
| <b>2. Nonresidential</b> | \$6.25/month |

**V. MISCELLANEOUS CHARGES**

- |   |                          |
|---|--------------------------|
| <b>A. Returned Check Charge:</b>                        | \$ 25 per returned check |
| <b>B. Reconnection/Reinstatement of Service Charge:</b> | \$ 40 per reconnection   |
| <b>C. Unauthorized Connection to Fire Hydrant</b>       | \$ 1,000 per connection  |
| <b>D. Unauthorized Hydrant Valve Operation</b>          | \$ 500 per operation     |
| <b>E. Meter Test Deposit</b>                            | \$ 200 per test          |
| <b>F. Copy Fee</b>                                      | \$ 0.10 per page         |
| <b>G. After-Hours Service Call Charge</b>               | \$ 40 per service call   |