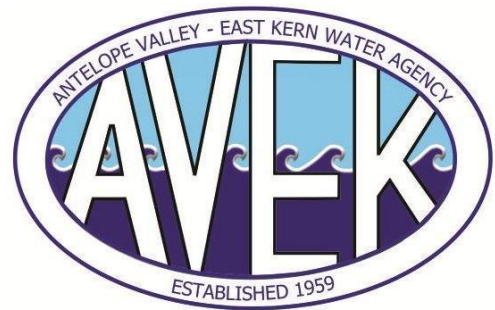


Rules & Regulations for Water Service

Antelope Valley-East Kern Water Agency

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**ANTELOPE VALLEY-EAST KERN WATER AGENCY
RULES AND REGULATIONS FOR WATER SERVICE**

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ARTICLE 1.0

General Provisions

1.1 Water System. The Agency will furnish a water system which provides either potable or non-potable water service to the Agency's Customers.

1.2 Water Conservation. The Agency fully supports water conservation practices. It is the responsibility of all Agency Customers to use water wisely for the purpose of maximizing the Agency's water supply for the benefit of all Agency Customers. The Agency, in times of water shortage and/or emergency, shall have the right to limit, restrict, ration, or prohibit the use of water for other than minimal health and safety needs in accordance with State law.

1.3 Customer Complaints. Customers are welcome to contact the Agency office at any time during normal working hours to comment or ask any question regarding the operation of the Agency, its rules and regulations, or its policies. The appropriate Agency staff shall address said enquiry and make every reasonable attempt to address it to the satisfaction of the Customer. In the event that the Customer is not fully satisfied, they have the right to meet with the General Manager or his or her designee in an effort to address the enquiry. If the manager is unable to satisfy the Customer's request within a reasonable timeframe, the Customer shall have the right to present the issue or situation to the Board of Directors at a public meeting.

1.4 Notices. Unless otherwise required by law, all notices to Customers of the Agency shall be sent by mail, fax, or electronic mail to the latest contact information on file with the Agency. Notice shall be deemed to have been given when deposited in the United States mail with the proper postage affixed, when a fax confirmation is received, or an electronic mail confirmation or Customer reply is received, respectively. If the urgency of the notice dictates, the Agency may notify Customers by telephone, newspaper, radio, social media, or any other media deemed necessary. All notices from a Customer to the Agency shall either be hand delivered to the office, fax, mailed (postage prepaid), or sent by electronic mail to the Agency office using the contact information listed below:

Antelope Valley-East Kern Water Agency
Attention: General Manager
6500 West Avenue N,
Palmdale, CA 93551
Telephone: (661)943-3201
Fax: (661)943-3204
Email: info@avek.org

1.5 Variances. A Customer shall have the right to request a variance from specific provisions of the Agency's rules and regulations. It is the sole responsibility of the Customer to contact the Agency to request variances or adjustments. A written request on a form provided by the Agency shall be completed in full and signed by the Applicant or the authorized agent of the Applicant. Submittal of a completed application represents express permission to Agency staff and to Agency's contractors to enter onto the Applicant's property to conduct a site visit. When only a piece of a larger parcel is subject to the variance, such a site visit necessarily includes the entire parcel and not just the portion that is the subject of the variance to the extent necessary to verify the circumstances giving rise to the variance application. Denial or refusal to grant such access shall be grounds for rejecting the application. A variance which is granted must be based on the conclusion that there are special circumstances which would cause the application of the subject rule or regulation to create a hardship. That conclusion must be based upon substantial evidence.

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1.6 Services Outside Agency Boundaries. Requests for water service to properties located outside the Agency's boundaries will be subject to approval by the Board of Directors and the Local Agency Formation Commission (LAFCO). Property owners wanting water service outside the Agency boundaries must apply for service in writing and said request shall be investigated by Agency staff for feasibility for annexation into the Agency boundaries. Applicant must pay all fees associated with the annexation process. These fees are in addition to the Facilities Capacity Fee, new Meter Service Facilities (Turnout) charges, and rates and charges within Agency Water Delivery Rate Table.

1.7 Allocation of Water Supply. In the event that Agency does not have sufficient Agency Surplus Water or capacity in the treatment and distribution system to meet the requirements of all Customers under Irrigation Water Service Agreements, Agency shall allocate said water on the following basis: In the event of water supply shortages, Agency will make Customer water delivery reductions per Agency Law for allocations and the current AVEK Water Shortage Contingency Plan.

1.8 Liability of Agency. In no event shall any liability accrue against Agency or any of its officers, agents, consultants, or employees for any damage arising from discontinuance or reduction of water deliveries to the Customer. Agency will not be liable for any damage caused by or attributable to intentional conduct or negligence of any Customer.

1.9 Changes in Rules and Regulations. These Rules and Regulations for Water Service shall become effective immediately and may be changed by resolution of the Board of Directors at its sole discretion. Forty-five (45) days written notice will be given to Customers of any proposed amendments thereto and of the meeting of the Board of Directors where such amendments are to be acted upon.

1.10 Enforcement of Rules and Regulations. The General Manager of the Agency shall be responsible for the enforcement of the Rules and Regulations for Water Service. Customer refusal to comply shall be sufficient cause for the termination of water service, and water service will not again be furnished until full Customer compliance.

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ARTICLE 2.0

Definitions

- 2.1 Agency.** The Antelope Valley-East Kern Water Agency.
- 2.2 Agency Act.** The law creating the Antelope Valley-East Kern Water Agency and prescribing their boundaries, organization, operation, management, financing and other enabling powers and duties. The Agency Act is codified in the California Water Code (CWC), Uncodified Acts, Act 9095. Appendix 98-49 et seq. of the CWC specifically provides for AVEK to sell and deliver or use water under the control of the Agency for the beneficial use or uses and protection of the Agency and its inhabitants.
- 2.3 Applicant.** Any person or entity applying for water service from the Agency.
- 2.4 AWWA Standards.** Latest Edition of American Water Works Association (AWWA) Standards.
- 2.5 Backflow Prevention Device.** An approved device designed to prevent a reverse flow of water from an unapproved source into the Agency's Water System. In accordance with **Article 3.35** of these Rules and Regulations for Water Service, approved backflow prevention device(s) are required and shall be installed and maintained in accordance with Agency requirements and State Waterworks Standards.
- 2.6 Board of Directors or Board.** The Board of Directors of the Antelope Valley-East Kern Water Agency.
- 2.7 Capacity Fee.** A one-time fee levied on each new retail Water Service Connection to a Customer's water distribution system, in accordance with the provisions set forth in Section 77.1 of the Agency Law (added by Chapter 300 of the Statutes of 1990). The fee will contribute a share of the costs of the Agency's fixed capital facilities including transmission/distribution pipelines and appurtenances, and other facilities making up the Agency Water System, and will be collected by the county or city within the Agency, or the retail water distributor.
- 2.8 Cross-Connection.** Any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.
- 2.9 Customer.** Any person or entity which executes a Water Service Agreement with the Agency for a water supply from the Agency Water System under these rules and regulations.
- 2.10 Customer Water Service Facility or Facilities.** The pipelines, connecting valves, fittings, metering device(s) and appurtenant materials connected to, but located outside of, the Agency Meter Service Facility (Turnout) that provide water service to the Customer.
- 2.11 Department of Water Resources (DWR).** The State of California Department of Water Resources.
- 2.12 Developer.** Any person, partnership, co-op corporation, agency, or public or private organization who plans the development of any tract of land, , and builds and finances the Premises. The Developer requests one or more Water Service Connection(s) to the Premises and provides to the Agency all of the infrastructure needed by the Agency to provide adequate water service to a Premises, whether residential, industrial, agricultural, irrigational, or commercial, within the Agency boundaries.
- 2.13 General Manager.** The person appointed by the Board of Directors to have the administrative charge and responsibility for executing all the rules, regulations, and policies that have been established by the Board of Directors.
- 2.14 Irrigation Use.** Any use of water primarily for the production of plant crops or livestock for market, including any use incidental thereto.

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- 2.15 Main Line.** Pipelines located in highways, streets, alleys, easements, or rights-of-way which are used for transmission and distribution of water.
- 2.16 Meter.** A device or combination of devices, which measures the flow of water through an Agency Meter Service Facility (Turnout).
- 2.17 Meter Service Facility or Facilities.** The pipeline, connecting valves, fittings, metering device and appurtenant materials required to provide water service to the Customer.
- 2.18 Non-Potable Water.** Untreated water that is not acceptable for human consumption in conformance with federal, state, and local drinking water standards.
- 2.19 Person.** An individual, company, association, partnership, or corporation that is legally entitled to conduct business in its official name.
- 2.20 Potable Water.** Treated water which conforms to the latest federal, state, and local drinking water standards.
- 2.21 Premises.** A physically separate structure designed for habitation, the conduct of business, commercial application, school, hospital, or public affairs. 2.18
- 2.22 Service Charge.** Monthly Water System access charge designed to recover a portion of the administrative fixed costs of the Agency's operation, maintenance, repair, and administration of the Water System before any water is delivered through the Meter Service Facilities.
- 2.23 State.** The State of California unless otherwise stated.
- 2.24 Temporary Water Service.** Water service rendered for any use of a limited duration.
- 2.25 Water Availability Deposit.** That deposit charged in dollars per acre-foot which a Customer shall deposit with the Agency before the dates specified herein for water requested for that year by Customer and approved by Agency.
- 2.26 Water Rate.** That charge in dollars per acre-foot for which each Customer shall pay for water delivered and which shall be set from time to time by the Board of Directors.
- 2.27 Water Service Agreement.** That agreement for water service between Agency and Customer to sell and deliver water to the Customer
- 2.28 Water Service Connection.** Any connection to the Meter Service Facilities, either active or inactive, constructed, designed, and approved by Agency for the receiving of water by the Customer pursuant to an executed Water Service Agreement.
- 2.29 Water Supply Contract.** The contract entitled "Water Supply Contract between the State of California Department of Water Resources, and the Antelope Valley-East Kern Water Agency" dated September 20, 1962, as amended.
- 2.30 Water System.** Water treatment and/or distribution owned and operated by the Agency having the purpose of storage, treatment, conveyance, control, measurement, spreading and delivery of water, or the State Water Project California Aqueduct wherever the Agency may have permission from the Department of Water Resources for installation and operation of facilities for delivery of water.
- 2.31 Year.** A calendar year unless specified otherwise

ARTICLE 3.0

Basic Water Service Rules and Regulations

3.1 Water Service Application. Any Person desiring to establish new water service from the Agency, and able to receive water from the Agency Water System under these rules and regulations, shall complete and sign a written application for water service on a form provided by the Agency. This water service application form may be changed by the Agency from time to time as the Agency finds it necessary to fulfill the requirements of the rules and regulations. The Applicant's signature on this application assures the Agency that the Applicant will comply with all Agency rules, regulations, and policies in effect at the time the application is executed and in the future after the Applicant has been established as an Agency Customer.

The Agency shall request information from the Applicant, which includes but may not be limited to: Applicant name, property owner name, and tenant name (if applicable), identification (e.g. owner, agent, Developer, operator, etc.), the location of water service (address or Assessor Identification Number), estimated water flow capacity, monthly/annual water amount, date first water deliveries are desired, mailing address for billing and correspondence, phone number, and any other pertinent information required by the Agency. Once the Water Service Application is approved by the Board of Directors, the Applicant can enter into a Water Service Agreement with the Agency.

3.2 Water Service Agreement. Once the Water Service Application is approved by the Board, the Applicant can enter into and agree to be bound by all applicable terms of the Water Service Agreement and these Rules and Regulations. Each separate and identifiable Person recognized by the Agency as a Customer and water user connected to the Agency's Water System is required to have a separate Water Service Agreement with the Agency.

3.3 Water Availability Deposit. All Applicants desiring to establish new water service shall pay a Water Availability Deposit with the Agency, equal to the required dollar amount set forth in the Agency's current Rate Table, applied to the annual water amount requested. This deposit shall be held by the Agency until the new Customer account has established credit worthiness. Credit worthiness is established by having no delinquent payments, water service had not been turned off for non-payment, and the Customer had not had a check returned for non-sufficient funds in the previous 12 billing cycles. Once credit worthiness has been established, the Customer deposit shall be applied to the Customer account during the next regular billing process. Should an account not achieve credit worthiness, the deposit will be held as a deposit until water service is discontinued. The amount due for water service will be deducted from the deposit held, and the balance will be forwarded to the Customer's last known address. If the amount due for water service is more than the deposit held, the Agency will bill the Customer for the balance due after the deposit is applied.

3.4 Design and Construction of New Water Service Connection. All new connections to the Agency's Water System shall be designed and constructed, to Agency standards, by the Agency or its designated representative. Construction is subject to an agreement between Customer and Agency providing for reimbursement of Agency design, construction, and inspection costs, indemnification of Agency, compliance with applicable laws and dedication of the new Meter Service Facilities (Turnout) to Agency upon completion and acceptance. Customer Service Facilities may be constructed for connection to Meter Service Facilities. Such construction by Customer shall conform to requirements, specifications, and directions of the Agency, and comply with all State and local building and planning requirements including encroachment permitting.

A Water Service Connection made directly to the California Aqueduct is a part of the Customer's water delivery system, except for the measuring device and equipment which is operated and maintained by the Department of Water Resources pursuant to the Water Supply Contract.

Each application for a new Water Service Connection shall be accompanied with a \$3,000 non-refundable deposit which will be used by the Agency or its representative to prepare preliminary engineering designs and cost estimates for construction of the Meter Service Facilities. Upon Customer's authorization for Agency to proceed with design of the Meter Service Facilities, Customer shall deposit with Agency the estimated cost to complete the engineering design and, if necessary, provide inspection of Customer-constructed Meter Service Facilities.

If Agency is constructing the Meter Service Facilities, upon receipt of construction bids, Customer shall deposit with Agency an amount equivalent to the lowest responsible bid plus associated costs for rights-of-way, permits, utilities, construction inspection services, contract administration, a reasonable contingency, and any other costs estimated to be incurred by Agency for construction of the service connection.

Customer shall be entitled to refund of any deposit amounts not used in construction of Meter Service Facilities. Should construction costs exceed the deposits, Customer shall pay such additional costs to Agency prior to commencement of water service through the service connection.

3.5 Capacity Fee. Any Applicant for a new retail Water Service Connection, or enlargement of an existing Water Service Connection, who has not paid the Agency Facilities Capacity Fee established by Resolution No. R-90-1, and as such Resolution may subsequently be amended, shall, in addition to the payments provided in Section 3.3 and 3.4 above, pay the currently established Capacity Fee as determined by the sized meter to meet the requested delivery in the Water Service Connection application.

3.6 Control of Water Delivery. Each Meter Service Facility shall be furnished by the Agency for the exclusive use of the Agency in controlling the water supply through the Meter Service Facility and it shall not be used by the Customer. If any portion of the Meter Service Facility is damaged by the Customer's unauthorized use, the Agency shall repair or replace the Meter Service Facility at the Customer's expense. All applicable repair or replacement costs and fees shall be included in the Customer's billing charges, to be paid in accordance with **Article 3.0**.

The Customer Service Facility shall be used by the Customer to control the water flow to their premises. Agency is authorized by the Customer to use the Customer Service Facility in the case of an emergency on the Customer's side of the service facility. The Customer shall use the Customer Service Facility to control their own flow of water. If the Customer Service Facility is at any time found to be inoperable, it shall be replaced or repaired by the Customer at their own cost. Customer shall request the Agency to operate the Meter Service Facility to facilitate the replacement or repair of the Customer Service Facility. In the case of an emergency on the Customer's side of the service facility, the Customer shall use the Customer Water Service Facility to control the flow of water.

3.7 Measurement of Water. All water delivered by Agency shall be metered. Meter readings shall be made on or about the last day of each calendar month.

3.8 Meter Accuracy. All Meters installed as part of the Water Service Facility are property of the Agency and shall be tested and certified prior to installation by the manufacturer or certified testing facility and shall meet American Water Works Association (AWWA) standards for accuracy. The same standards shall be acceptable for existing meters. Any Customer has the right to have the Meter examined and tested by the Agency upon written request of a meter test. The Agency may from time to time, or as a matter of policy, institute a periodic meter testing program. The Agency reserves the right to test its Water Service Facility Meter at any time without notification and without charge to the Customer.

3.9 Billing Adjustments - Meter Error. If an Agency Meter that is tested at the request of a Customer is found to be incorrectly recording by greater than 2%, any required adjustment in billing charges against the Customer shall be made, covering the known or estimated period of duration of such error, but not to exceed the previous six (6) months after testing, and the expenses of such test shall be borne by Agency. If the Meter tested is found to be accurate within 2% percent, the expenses of such test shall be reimbursed by Customer to Agency.

If the Meter has stopped recording usage or the Meter has been removed by other than an Agency employee, the Agency reserves the right to charge a Water Rate equal to a twelve-month average rate, or to estimate the usage for the most recent billing period, and apply the adjustment indicated to the Customer's next billing. Such estimates will be made from previous usage for the same Customer at the same Meter location for a comparable time period.

3.10 Billing Adjustments - Other than Meter Error. Should the Customer dispute the accuracy of an Agency bill for water service, Customer should contact the Agency prior to the bill becoming delinquent to attempt to arrive at an understanding as to the agreed-upon correct billing amount.

Billing Complaints. Should a Customer be unable to have their complaint satisfied by the Agency's Staff, they may submit a complaint in writing to the Agency's General Manager with a full and detailed explanation for review and resolution.

3.11 Locked Meters. All meters which are locked by the Agency shall not be tampered with, altered, or unlocked by anyone except an authorized agent or employee of the Agency. Unauthorized tampering or unlocking of a Meter Service Facility could result in criminal charges and tampering fees. The Customer is ultimately responsible for the payment of all tampering fees associated with the facilities serving their real property(ies), dwellings, water facilities, and/or business(es).

3.12 Turn-On/Turn-Off of Water Service. The Agency may turn-off or turn-on water service at the Customer's request, given reasonable notice. In the case of an emergency on the Customer's side of the service facility, the Customer shall control the flow of water. If the Customer Service Facility is not operable, the Agency will provide emergency turn-off service upon request at no charge. The Agency reserves the right to not honor any request to turn-off Agency water service known to directly supply any residence, duplex, apartment, mobile home or other such dwelling because occupant is delinquent of payment of rent to the Customer and/or property owner.

3.13 Turn-Off/Termination of Water Service for Non-Payment. The Agency may turn off service on or after the 15th day after a bill becomes delinquent (see **Article 3.17**) in accordance with applicable provisions of State law. Applicable charges will continue to accrue while service is turned off.

At least 48 hours prior to "lock off" the Customer will be notified via phone, electronic mail, or written notice (hand delivered or mailed). The method of notification will be determined by Agency staff (e.g. verbal or written). Also see **Article 12.0** Collection of Unpaid Bills.

3.14 Agency's Right to Refuse Water Service Under Special Circumstances. The Agency may refuse to provide and/or continue water service to any Customer for any of the following reasons:

- a. When the water is used, or proposed to be used, in a manner that endangers the public health or disrupt service to other Customers.
- b. When there exists a cross-connection in violation of the Agency rules and regulations or any applicable law.
- c. When the Customer is in violation of the Agency's rules and regulations.

3.15 Unauthorized Water Use. Any person or entity using water through an Agency Water Service Facility without having made application and received authorization for water service shall be held liable for payment for the water delivered through that meter service facility from the date of the last recorded Meter reading. If water use has been detected, but the Meter is not operating, the quantity used shall be determined as outlined in **Article 3.8**, Billing Adjustments - Meter Error. In addition, any person using water in this manner may also face criminal prosecution. The determination of the application of charges shall be based on actual Agency time and materials as well as any applicable staff time.

3.16 Damage Caused by Customer Service Facility. The Agency's responsibility ends at the outlet side of the Meter Service Facilities (Turnout) and the Agency shall not be liable for damages caused by water running from open or faulty fixtures, or from broken or damaged pipes on the Customer's side of the meter.

3.17 Damage to Agency Meter Service Facility. The Customer shall be liable for the cost of all repairs or replacement for any damage caused by the Customer to the Agency Meter Service Facility (Turnout), regardless of whether the damage was intentional or accidental.

3.18 Billing Period. Monthly invoices stating the amount of water delivered to each Customer and any fees and charges applicable shall be mailed to the Customer no later than the tenth (10th) day of the following month, and payment therefor shall be due on the date presented.

3.19 Delinquency in Payments. Payments for water delivery charges shall be considered overdue and delinquent after forty (40) days from the invoice date.

3.20 Charges for Late Payment. A charge of ten percent (10%) on the current outstanding balance shall be added to each invoice for delinquent account balances. Any Customer account which has become delinquent shall be assessed an additional charge of 1% of the total outstanding balance for each 30 days from the original due date that the account remains unpaid.

Any Customer with an account which has become delinquent will be notified of such delinquency and be advised of the amount of water which may be delivered as represented by the balance of funds available to the Agency in Customer's account, including the Water Availability Deposit, less penalties and interest. Water service will be terminated when such account balance reaches \$0.00 as determined by Agency staff monitoring Customer's account.

Water service turned off for non-payment of bills shall not be turned on again until all accrued fees and charges, including interest and late charges have been paid in full and another Water Availability Deposit, if applicable, has been paid to the Agency.

3.21 Refunds. Any refunds which may become due to Customer will be made to the person or entity holding a Water Service Agreement with the Agency or the person or entity designated in writing from the Customer to receive such refund.

3.22 Water Rates. The complete current schedule of water rates, fees and charges levied by the Agency is set out in the Water Delivery Rate Table, adopted annually by the Board of Directors and provided at the Agency's office or online at: www.avek.org.

As set forth in the Water Delivery Rate Table, the Agency levies a monthly Service Charge and Delivery Charges. The Delivery Charge covers the cost of the water delivered to the Customer. The monthly Water Service Charge covers the proportionate cost of operation, maintenance, repair and administration of the Agency's Water System Facility and is unrelated to delivery amount. The Service Charge is applied to all Customers connected to the Water System regardless of actual water usage.

The structure and amount of the Agency's water rates, fees and charges will be revised and updated from time to time as necessary to maintain an adequate income to support the operating activities of the Agency. The Agency reserves the right to establish separate charges and quantity rate schedules as may be necessary for different delivery zones, improvement districts and/or water use classifications, including but not limited to residential, bulk, commercial and agricultural. The Agency may establish such rates, fees, and charges so as to equitably spread the cost of service to each class of water based upon the cost of water service to each Customer.

3.23 Water Delivery Schedule. Every year, Water Delivery Rate Table and Five (5)-Year Customer Water Delivery Request Form packets shall be mailed to the Customer no later than ten (10) days following the adoption by the Board of Directors of the succeeding year's Water Delivery Rate Table. Within thirty (30) days of receipt of the packets, Customer shall submit in writing to the Agency the requested information, which includes but may not be limited to: Customer name, identification (e.g. owner, agent, developer, operator, etc.), the Agency location of water service, monthly/annual water amount schedule request, mailing address for billing and correspondence, phone number, fax, and electronic mail, and any other pertinent information required by the Agency.

The annual Water Delivery Schedule submission shall be prepared on the form provided by Agency. Upon receipt of a submitted Water Delivery Schedule, Agency shall review with Customer and shall make such modifications as it deems necessary to ensure that the amounts, times and rates of delivery to the Customer will be consistent with the Water Supply Contract. After the Agency has been furnished a water delivery schedule from the State, the Customer will be notified on any revisions to the amounts or times of delivery of water during each month of that year.

The Agency also reserves the right to examine, in detail, the water-use activities of any Customer at any time. If the Agency determines that a Customer's water use exceeds the flow limits of the approved Water Delivery Schedule, Agency may limit peaking to assure equitable apportionment of available water. However, if Agency water supply and Meter Service Facility capacity are available as determined by the Agency, all reasonable water demands will be fulfilled.

3.24 Terms of Bill Payment – Extensions/Payment Arrangements. The Customer may request an extension to the payment due dates, or to Agency payment arrangements for unusual circumstances or unusually high bills only as approved by the General Manager or Agency staff. An unusually high bill shall be defined as at least two times greater than the usual bill for that billing cycle.

3.25 Separate Bills for Separate Meter Service Facilities. With each Customer, separate bills shall be rendered for each separate Meter Service Facility being used by the Customer.

3.26 Failure to Receive Billing. Failure to receive an Agency bill that was delivered by Agency does not relieve the Customer of liability for payment of the charges or for delinquent charges assessed because of failure to pay within the specified payment period from invoice date. It is the responsibility of the Customer to notify the Agency that he has not received a bill for water service or other applicable charges which he knows or should know to be due. Once notified, the Agency will reissue the billing, investigate the circumstances, and the General Manager has the option to forego the collection of delinquency penalties.

3.27 Collection of Delinquent Accounts. The Agency will attempt to collect all unpaid charges through mail contact. If this fails, the Agency may choose to pursue the matter in court, employ a collection agency, file a lien against the property, or use any other method allowed by law, currently or in the future, to collect the unpaid charges.

3.28 Change in Meter Service Facilities – Meter Size. A Customer, who wishes to change the size, character of use, or any part thereof, shall complete and sign a written application for water service on a form provided by the Agency and pay all applicable fees. The Agency will examine the Customer's Service Facility size criteria as set forth in **Article 4.3**.

If the Customer requests a meter larger than the existing Customer Service Facility, the Customer shall pay all associated costs to replace the service facility to support the larger meter size. No credit will be allowed against the replacement cost for the existing facility.

3.29 Change in Meter Service Facilities – Location. If a Customer requests that the existing Meter Service Facilities (Turnout) be relocated, the relocation process shall be done by the Agency or its designated representative in accordance with **Article 3.4**. Any construction by Customer shall conform to requirements, specifications, and directions of the Agency, and comply with all State and local building and planning requirements including encroachment permitting. Relocation construction is subject to an agreement between Customer and Agency providing for reimbursement of Agency design, construction, and inspection costs, indemnification of Agency, compliance with applicable laws and dedication of the relocated Meter Service Facilities (Turnout) to Agency upon completion and acceptance. The Customer will pay all associated costs of the relocation and will be responsible to relocate and reconnect their own Customer Service Facilities to the relocated Meter Service Facilities (Turnout) location. The Agency will not be responsible for reconnecting the Customer Service Facilities.

3.30 Agency's Right of Ingress and Egress. The Agency shall have the right of ingress and egress upon the Customer's Premises for any purpose in connection with the furnishing of water service from the Meter Service Facility.

3.31 Maintenance/Emergency Repairs/Unplanned Interruption in Service. The Agency has the right to shut down the water supply in an emergency for repair or to perform normal water system maintenance. The Agency will attempt to notify Customers in advance of shutdowns when such notification is practicable, but the Agency will not be responsible for failure to notify or for failure to maintain pressure. The Agency will attempt to maintain Meter Service Facility pressure under normal conditions within a range of forty (40) to eighty (80) pounds per square inch. However, there may be conditions that will develop where the pressure will fall below or exceed that pressure range. All Customers who accept water service to their Premises agree as a condition of the acceptance of water service that they will hold the Agency harmless for any damage or loss that may occur as a result of these low- or high-pressure conditions or interruption of water service.

3.32 Water Conservation. All Customers of the Agency accept the responsibility to achieve state and local water conservation practices. The Agency may, when necessary, use the right of emergency restriction as authorized by Water Code Sections 373 and 375. The Agency reserves the right to operate Customer Service Facilities to prevent water loss where leaks are evident and shall be held harmless for damage to Customer's premises and appliances due to such action.

The Agency may adopt, establish, and modify water conservation plans and measures, which may affect Agency Customers.

3.33 Agency Ownership of Water System Facilities. All Agency Water System facilities, including the main line and water Meter Service Facilities through and including the Meter (the Turnout), are the property of the Agency and shall be operated by Agency staff. The Customer Service Facilities valve and all other pipelines on the Customer's Premises are the Customer's responsibility to operate and maintain at its own expense.

3.34 Agency's Right of Access. All Agency Water System facilities located within easements on private property remain the property of the Agency and shall be operated, maintained, repaired, or replaced by Agency staff without the necessity of consent by the property owner. The property owner shall use reasonable care in the protection of the Agency's facilities, and at no time interfere with the Agency in maintaining said facilities. Agency access to Agency Water System facilities shall be kept clear of fences, structures, concrete or asphalt, or obstructions of any kind which will impair the Agency's access by personnel and equipment for the purpose of operating, maintaining, repairing, replacing facilities, or reading meters. The Agency shall have the right to remove or clear such obstructions without notice and without incurring financial liability.

3.35 Cross-Connection and Backflow Prevention. All Customers shall be governed by and subject to the cross-connection and backflow prevention requirements of the Agency as adopted pursuant to Title 17, Chapter V, Section 7583 through Section 7605, of the State of California Code of Administrative Regulations entitled, "Regulations Relating to Cross-Connections," which sets forth rules and regulations governing cross-connections and backflow prevention, and to State Waterworks Standards. For more information online, visit: www.waterboards.ca.gov/drinking_water and www.epa.gov.

3.36 Property Divided After Initial Installation of a Meter Service Facility. When a Customer's property is divided after Agency Meter Service Facilities (Turnout) have been installed, the Customer shall submit to the Agency within ninety (90) days a new Water Service Application as required for an additional Water Service Connection in accordance with **Article 3.0**.

3.36 Construction Water Service. The Agency reserves the right to refuse any Temporary Water Service for construction (e.g. road/lot grading, compaction, or other activities related to building, construction, or roadway/egress/ingress maintenance).

3.38 Current Agency Charges and Rates. See Current Water Delivery Rates and Charges as provided by the Agency.

3.39 Water Service Termination. Customers who no longer wish to receive water service from the Agency must complete and sign a water service termination notice on a form provided by the Agency (which shall contain such information as required by the Agency). Upon receipt of the notice, the Agency will turn off service to the Meter Service Facilities (Turnout) including incapacitation of Customer Service Facilities as the Agency deems appropriate.

Completion of a water service termination notice is the sole means by which Customer may terminate the obligation to pay water service charges levied by the Agency. If Customer wishes to resume water service from the Agency, Customer must complete a new water service application and pay all Agency fees and charges, including connection charges, applicable at that time.

Termination of service does not relieve the Customer/property owner from any obligation to debt service including but not limited to property tax assessments and/or revenue bond obligations levied by the Agency.

3.40 Ground Wire Attachments. Customers shall not attach, or permit the attachment of, any electrical ground wires to plumbing which is or may be connected to Meter Service Facilities (Turnout) or Main Line belonging to the Agency. Customers are liable for any damage to the Agency's property or facilities caused by such wire attachments.

ARTICLE 4.0

Installation of New and Modification of Existing Meter Service Facilities

4.1 Design Standards, Standard Construction Drawings and Specifications. New or modification to Meter Service Facilities (Turnout) installation shall meet all requirements of the Agency Water System design standards and in conformance with Agency standard construction drawings and specifications.

4.2 Individual Metering Customer Options. All residential units, including each multi-tenant unit, must be individually metered. There shall be a separate meter to each Customer. The Agency reserves the right to require additional meters or to impose conditions in special or unusual circumstances, such as for heavy landscaping or for widely separated buildings on large parcels.

In accordance with **Article 3.35** above, an approved backflow prevention device(s) is required. Backflow prevention devices shall be installed and maintained by the Customer, at the Customer's expense.

The meter size, as required for any development, shall be determined by the Agency, at the Agency's sole discretion, based upon information provided by the Applicant or Customer investigation by the Agency. In the case of more than one service to the same development, the total charge shall be the sum of the appropriate individual charges. The Agency reserves the right to require an increase in meter size at any time. The Customer must, at that time, pay any additional fees due. Customer may request larger Meter Service Facilities (Turnout) than the Agency minimum size determination requires, subject to Agency approval, but the Customer shall pay all charges and fees applicable to the larger service.

4.3 Customer Service Facilities - Size Requirements. The Agency will determine the minimum required size of all new or modified Meter Service Facilities (Turnout) and the size and type of Meter required for all types of water service. The size of meter service shall be based on the Agency's evaluation of the Applicant's need and use as determined from the data presented by the Applicant. The Customer Service Facilities meter pipeline must be equal to or greater than the size of the Customer meter in all cases.

The Meter size shall be based on the range of maximum, minimum, and continuous duty water flow. The Customer's flow requirements must be within the range of minimum and maximum flow for the Meter size furnished by the Agency, and the average flow rate during the 16 hours of highest daily use shall not exceed the continuous duty flow rate of the Meter. Unless the Agency's evaluation of the Applicant's needs indicates a special requirement, the meter will be sized in accordance with the Uniform Plumbing Code.

4.4 New Meter Service Facilities Location. With the installation of new or modified single Meter Service Facilities (Turnout), a specific location may be requested by the Applicant. Such location of the service facility will be honored by the Agency unless it presents a problem in the installation and/or the reading of the Meter by Agency staff. The Agency reserves the right to determine the final location of new service facilities. Unless unavoidable, Meter Service Facilities (Turnout) shall be located within the public street right-of-way, adjacent to the Main Line, and shall not be placed on the Customer's property or behind a wall or fence or other structures or obstructions which limit the Agency's access to said meter. If any portion of Agency Meter Service Facilities (Turnout) must be located on private property, the Customer shall dedicate (or have dedicated) an easement to the Agency (which shall be recorded with the appropriate County) to allow the Agency access to new Meter Service Facilities (Turnout) for the purpose of operating, maintaining, repairing, replacing facilities, and/or reading meters in accordance with **Article 3.0** prior to installation of the new or modified Meter Service Facilities. The Agency will always have the right to make the final determination on the location of any Meter Service Facilities.

4.5 Components of Meter Service Facilities. Meter Service Facilities (Turnout) shall consist of all the necessary and required components. The Meter is the end of the components of the service facility maintained by the Agency upon installation. The design, construction, operation, and maintenance of Customer Service Facilities shall be solely the Customer's responsibility and shall begin at the outlet side of the Meter Service Facilities.

4.6 Cross-Connections. The Agency will determine the process of reviewing the application whether the Applicant's use of Agency's Water System exposes the system to a cross-connection. If the Agency finds that protection against cross-connection is required, it shall be provided by the Customer in accordance with the requirements of **Article 3.35** above.

4.7 Maximum Distance of Meter Service Facilities. Meter Service Facilities (Turnout) shall not be allowed if the Applicant's property boundary is more than 700 feet away from an Agency water Main Line unless a variance is granted as per **Article 1.5**.

If Applicant requests Meter Service Facilities (Turnout) for property outside of the existing Agency boundaries and the Agency agrees to provide water service to said property, Applicant shall be required to gain annexation of those properties as per **Article 1.6**.

4.8 Prohibition of Service to Other Premises. Meter Service Facilities (Turnout) are intended for the sole use of the Customer's Premises for which it was installed and, with the exception of retail water purveyors, shall not provide opportunity of service to neighboring property or premises. Water service from Customer Service Facilities to other properties or premises, except as approved by the Agency, shall be grounds for immediate termination of all water service.

4.9 Permitting. Meter Service Facilities (Turnout) will not be installed until the Customer demonstrates to the Agency's satisfaction all necessary permits for use of the specific Premises for which the facility is to be installed have been obtained.

ARTICLE 5.0

Untreated (Non-Potable) Water Use Guidelines & Best Management Practices

5.1 General Guidelines. As a supplier of Non-Potable Water to its Customers, the Agency must ensure that the Customer is aware of their responsibilities for the use of Non-Potable Water. These Guidelines & Best Management Practices (BMPs) are consistent with those distributed by the State of California Department of Public Health, in Title 17 and Title 22 of the California Code of Regulations. The further intent of these Guidelines and BMPs is for the support of any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California-Nevada Section, Guidelines for the Distribution of Non-Potable Water and any guidelines for the General Waste Discharge Requirements for Landscape Irrigation Uses as adopted by the State Water Resources Control Board.

5.2 Operational Controls. The use of Non-Potable Water by the Customer must be limited to the areas designated and approved by the Agency. Nothing in these Rules and Regulations shall prohibit or limit the use of Non-Potable Water for irrigation purposes, provided the State of California Department of Public Health has determined that the use would not be detrimental to public health.

All Non-Potable Water valves and outlets shall be properly tagged to warn residents, guests, workers, and any public with direct access to the Non-Potable Water. All Non-Potable Water piping and appurtenances in new installations and appurtenances in retrofit installations shall be distinctively marked to indicate a Non-Potable Water source. Where feasible, different piping materials should be used to assist in water system identification.

The Non-Potable Water shall at no time create odors, slime, deposits, become a public or private nuisance or create a trespass of any kind and the use area shall be maintained to prevent the breeding of flies, mosquitoes or other vectors.

Non-Potable Water facilities shall be operated in accordance with BMP's to prevent direct human consumption of Non-Potable Water and to minimize misting, ponding, and runoff. BMP's shall be implemented that will minimize public contact and preclude discharges onto areas not under Customer control and discharges into watercourse. Customer shall ensure that all Non-Potable Water facilities are maintained, operated, and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity, including the Agency.

5.3 Cross-Connection and Backflow Prevention. No physical connection shall be made or allowed to exist between any Non-Potable Water system and any separate system conveying Potable Water. In accordance with **Article 3.35** above, an approved backflow prevention device(s) is required. Backflow prevention devices shall be installed and maintained by the Customer, at the Customer's expense.

5.4 Posting of On-Site Notices. All use areas where Non-Potable Water is used and that are accessible to residents, guests, workers, and any public shall be posted with conspicuous signs (i.e. size and text and/or image easily readable by the public) warning: "NON-POTABLE WATER - DO NOT DRINK".

5.5 Public Awareness. All residents, guests, workers, and public shall; be made aware of the potential health hazards associated with contact or ingestion of Non-Potable Water and should be educated about proper hygienic practices to protect themselves and their families. All residents, guests, workers, and others should be provided with Potable drinking water, toilet, and washing facilities as required. Precautions should be taken to avoid contact with food and food should not be taken into areas that are still wet with Non-Potable Water.

5.6 General Crop Irrigation Uses. All windblown spray and surface runoff of Non-Potable Water applied for irrigation onto Customer's property shall be prevented by implementation of BMP's. Consideration shall be given to allow an adequate dry-out time before the irrigated area will be used by the public. Any applicable general waste discharge requirements for landscape irrigation uses of Non-Potable Water as adopted by the State Water Resources Control Board shall be adhered to by the Customer. The Customer shall comply with all other federal, state and local statutes, regulations, ordinances governing the distribution and use of Non-Potable Water.

5.7 Plan Check Function. All new Non-Potable Water users proposing to install Non-Potable Water systems are required to submit plans for review and approval by the Agency. Plan review is conducted by the Agency staff to verify conformance with Agency requirements. The Customer Non-Potable Water system is inspected following construction to verify conformance with the approved plans.

5.8 Agency Inspection and Monitoring Program. The Agency Inspection and Monitoring Program set forth in these Rules and Regulations is intended to gain compliance with all federal, state, and local regulations governing the use of Non-Potable Water. The key components of this program include proper Cross Connection control in preventing the unintentional misuse of Non-Potable Water.

The Agency's Non-Potable Water meters are read periodically by Agency operators. If any problems are discovered (e.g. ponding, run-off, inappropriate use, over spray, missing signs, etc.), the Agency will respond with a warning for compliance to the Customer. Any issues that have potential health risks will be responded to immediately and reported to the County Department of Environmental Health Services or other appropriate authority.

In addition, all Non-Potable Water systems will be inspected a minimum of annually. This routine inspection is conducted to verify compliance with the provisions established in the Agency's Water Service Agreement and Rules and Regulations. Any violations, deficiencies, or unacceptable findings will be noted, and the Customer will be required to perform corrective action.

5.9 Non-Compliance Issues. The Agency seeks to remedy a violation as soon as possible through progressive enforcement procedures. This procedure provides the Customer due process and considers the seriousness of the violation when determining the appropriate enforcement action. Enforcement mechanisms (notices, penalties, fines, and termination of water service) are described in more detail in **Article 3.39**.

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