

**SWEETWATER AUTHORITY
RATES AND RULES
(Effective January 1, 2016)**

TABLE OF CONTENTS

I.	DISTRIBUTION FACILITIES.....	1
	A. Policy	1
	B. Standards	1
	C. Financing.....	1
	D. Construction Fees	2
	E. Main in Excess of Minimum Standard Size.....	2
II.	METERS AND LATERALS	3
	A. Definition.....	3
	B. Connection to Water System.....	3
	C. Application for Service	3
	D. Location	4
	E. Cost	5
	F. Meter Size	5
	G. Meter Size Change or Relocation.....	5
	H. Separate Meter for Each Parcel.....	6
	I. Multiple Dwelling Units Serviced by One Meter.....	6
	J. Temporary Meter	6
	K. Crossed Meter Connection.....	8
III.	WATER PRESSURE	8
IV.	FIRE PROTECTION.....	9
	A. Fire Hydrants.....	9
	B. Lateral for Private Fire Protection System.....	9
	C. Application and Cancellation of Service	11
V.	WATER SERVICE AND BILLING.....	12
	A. Charges.....	12

B. Application for Transfer of Service	13
C. Payment of Bills	14
D. Bill – Due Date.....	14
E. Reminder Notice and Fees.....	14
F. Discontinuance of Water Service.....	16
G. Restoration/Transfer of Service.....	16
H. Satisfactory Payment Record – Delayed Reminder Notice	18
I. Security Deposits Required	18
J. Water Bill Adjustment – Board Action.....	19
K. Advance Payment	19
L. Returned Checks	19
M. Credit Card/Electronic Check Payment Chargebacks	20
N. After Hours Service.....	20
O. Emergency Shut Off Service.....	21
VI. METER FAILURE AND ADJUSTMENT OF BILLS	21
VII. RESALE OF WATER.....	22
VIII. UNAUTHORIZED USE OR WASTE OF WATER.....	22
IX. SWEETWATER'S RIGHT OF INSPECTION AND ACCESS.....	22
X. UNAUTHORIZED REGULATION OF WATER.....	22
XI. DAMAGE TO SWEETWATER PROPERTY.....	22
XII. INTERRUPTION OF DELIVERY	23
XIII. HOT WATER AND STEAM BOILER INSTALLATIONS.....	23
XIV. MAILING LISTS AND OFFICE RECORDS.....	23
XV. STATE LAWS.....	23
XVI. DROUGHT RESPONSE PLAN.....	25
XVII. AMENDMENTS.....	25

SWEETWATER AUTHORITY
RATES AND RULES
(Effective January 1, 2015)

I. DISTRIBUTION FACILITIES

A. Policy

It is the policy of Sweetwater Authority (Sweetwater) to require that new facilities necessary to provide water service to lands or developments be installed at the expense of the property owners or developers requesting service. Main extensions and related appurtenances (e.g., fire hydrants and water meter boxes) are generally limited to public rights-of-way. In special cases, if satisfactory easements are provided, installations in private roadways may be permitted at the discretion of Sweetwater.

The operation, repair, replacement, or enlargement of existing facilities necessary to maintain or improve continuing service to existing customers, and not associated with new demands on the system, is the responsibility of Sweetwater.

B. Standards

All facilities which are to become a part of Sweetwater's system must be installed in accordance with plans approved by Sweetwater's Engineer or its designee and Sweetwater's adopted Standard Specifications for Construction of Water Facilities (Standard Specifications), copies of which are available at Sweetwater's office and on Sweetwater's website. All new construction work, except that performed by Sweetwater personnel, shall be performed by a contractor holding a Class "A" License (General Engineering) or Class C-34 License (Pipe-Laying) and who has demonstrated experience in the type of construction to be undertaken.

C. Financing

The cost of installing new facilities required to serve a property or new development, together with any required offsite mains or other facilities, shall be advanced by the property owner or developer. This shall include the

extension of facilities for the entire length of all streets and lots reserved for future streets, where applicable. Installation costs include but are not limited to design, construction and inspection costs. A portion of the sums so advanced shall be repayable to the property owner or developer under the circumstances set forth in Section I, paragraph D. Indirect costs, employee fringe benefit and overhead expense, will be included in the cost of installation. Indirect costs are included when Authority labor is used to install the new facilities and are a percentage of all labor time charged to the project.

D. Construction Fees

In order to recover the cost of constructing new facilities, Sweetwater may establish construction fees, whereby a portion of the cost of the mains serving a property or new development may be recovered from the property owners or developers whose property or development has frontage on the main and who did not contribute to the cost of the facilities at the time of construction and installation. When and if service connections are requested for properties and developments fronting the main within ten (10) years from its completion, connection fees will be collected for these properties for refunding a portion of the original constructions fees to the property owners or developers under terms and conditions, which will be set forth in an agreement provided by Sweetwater. Where a water main extension is paid for by Sweetwater, connection fees may also be established for all properties fronting the main and not contributing to the original cost.

E. Main in Excess of Minimum Standard Size

As a condition of service to a development, Sweetwater may require the construction or replacement of facilities in excess of the minimum standard size required to provide the service demands of the development. Determination of the size of the pipeline(s) is provided in the Sweetwater's latest version of the "Water Distribution System Master Plan." If so conditioned, Sweetwater will enter into a reimbursement agreement with the developer/property owner to refund a portion of the excess cost of the required facilities in accordance with terms and conditions, which must be approved by the Governing Board.

II. METERS AND LATERALS**A. Definition**

For the purposes of these rates and rules, a water lateral shall include the connection to Sweetwater's water main, the pipe to the proposed meter location, a meter box, and an angle meter stop valve on Sweetwater's side of the meter. A meter installation includes the meter and a shut-off valve on the customer's side of the meter. Sweetwater retains ownership of and responsibility for the lateral and the meter. The customer shall be responsible for all piping on the customer's side of the meter and the connection to the customer's valve on the customer's side of the meter.

B. Connection to Water System

1. No person shall connect a water lateral or other pipe to any Sweetwater water main, meter, or lateral without filing an application for water service pursuant to paragraph II.C., and compliance with the requirements of Sweetwater's Standard Specifications governing the location and construction of the lateral, and installation of necessary backflow prevention devices.
2. No developer/property owner shall change the type of use of an existing water service without filing an application for water service pursuant to paragraph II.C., and complying with the requirements of Sweetwater's Standard Specifications governing the location and construction of the lateral, and installations of necessary backflow prevention devices.
3. If a "material change" (e.g. Building Permit, sub-division of parcel, etc.) is made to a property currently served by Sweetwater, the developer/property owner shall file an application for water service pursuant to paragraph II.C., and comply with the requirements of Sweetwater's Standard Specifications governing the location and construction of the lateral and installation of necessary backflow

prevention devices. This shall also include payments of all fees, if applicable, in accordance with the Supplement to the Rates and Rules.

C. Application for Service

Any person requesting to connect to Sweetwater's water system shall comply with the following:

1. Furnish a legal description of the property upon which water is to be delivered; provide information regarding the type of development to be served (residential dwelling, apartment building, etc.) and type of service (domestic, combined domestic and private fire protection, agricultural, etc.); provide copies of any city or county approved building and grading plans, including, but not limited to, local fire protection agency flow requirements, site plan, floor plan, plumbing plan including total fixture-unit count and proposed water demands in gallons per day; and designate the location at which the meter is to be placed.
2. Complete an Application for Water Service.
3. Pay Sweetwater any applicable utility permit fees, Sweetwater construction fees, Sweetwater capacity fees, and any other fees and charges due and payable to Sweetwater for service to said property. As required by Section 5.9 of the County Water Authority Act, Sweetwater, as the representative of member agencies of the San Diego County Water Authority (CWA), shall collect and remit to the CWA the capacity charges imposed by the CWA. The ordinance of the CWA in effect at the time a water meter is obtained from Sweetwater, shall govern the amount of such charge, the persons liable therefore, and the procedures to be followed. Sweetwater shall not provide a water meter to any person requesting to connect to Sweetwater's water system until that person has paid to Sweetwater all applicable fees and charges herein.
4. Where service is requested for a parcel not fronting an existing Sweetwater main (i.e., remote service), service may be permitted at the nearest main if Sweetwater determines that physical or legal conditions

do not require a main extension to the property. If no main extension is required, such request must be reviewed and approved by the Governing Board. This exemption is subject to the applicant receiving any necessary or required private utility easement for water service.

D. Location

All laterals shall be installed at right angles to the centerline of the right-of-way, clear of driveways, other water meters, and other obstacles. Special requirements of agencies having jurisdiction of the adjacent roadway or other rights-of-way may require an alternate location. Meters will not be located on pipelines in easements except under certain conditions where no other distribution pipeline is adjacent to the property. The meter box shall be installed and located in accordance with Sweetwater's Standard Specifications.

A lateral is composed of two components – Sweetwater's side and the customer's side. Reference shall be made to Sweetwater's Standard Specifications for the specific location of the delineation between Sweetwater's side and the customer's side of the system. Generally, Sweetwater's side is between the pipeline in the street and the meter. The customer's side begins at the "house" or "building" side of the water meter, including the customer's valve.

Water meters shall not be located in driveways unless approved by Sweetwater's Engineering Department.

E. Cost

The cost of water service and capacity fees may be changed from time-to-time and will be contained in the Supplement to the Rates and Rules (Supplement). The cost of a meter and lateral installation is based on actual cost at the time of construction.

F. Meter Size

Sweetwater reserves the right to regulate the size, type, and location of each meter and lateral.

G. Meter Size Change or Relocation

1. Increase - A meter may be increased in size upon payment of the difference between the meter and capacity charges for the existing and proposed meter. The cost of service for the installation and abandonment of the meter, if required, shall be paid by the property owner when a new lateral is required. If a meter is reduced in size and later requested to be enlarged to its original size, a written request by the property owner or authorized property manager shall be addressed to the Engineering Department.
2. Reduction – Provided a meter is not used for fire sprinklers, a meter may be reduced in size, to the allowable minimum requirement of the California Plumbing Code, on the same lateral at no cost to the customer upon approval of a written request from the property owner or authorized property manager. No refund will be allowed for a reduction of meter size or a surrender of service.
3. Relocation - A service and meter may be relocated upon a property owner's request, provided the new location is according to Sweetwater's Standard Specifications. If a fire service is required for the property, the property owner shall obtain the appropriate approvals of the local fire protection agency. The cost of the service for installation and abandonment of the meter, if required, shall be paid by the owner. No charge will be made for the cost of moving the meter. Sweetwater reserves the right to reduce the meter and/or lateral size if the water demands for the property do not warrant the larger size. Sweetwater may refuse to relocate a service if the main in the requested location is not adequate to meet the demands. In some cases, the meter may be relocated horizontally up to a maximum of eighteen (18) inches without the need to install a new service (e.g., relocating a meter out of a new driveway). The property owner must contact the Engineering Department to obtain permission to relocate a meter.

H. Separate Meter for Each Parcel

Not more than one (1) parcel shall be supplied through one (1) meter, except upon special permission granted by the General Manager or his or her

authorized designee, such as to serve a structure containing multiple dwelling or residential units located on property owned in common by the multiple dwelling unit owners (e.g., a condominium).

I. Multiple Dwelling Units Serviced by One Meter

1. Multiple Dwelling Units - A property owner or authorized property manager shall be responsible for the payment of water service fees and any other fees and charges, including fines and penalties, relating to a property when there is more than one (1) dwelling unit serviced by a single meter for such property. A tenant may become a direct water customer of Sweetwater; however, a service agreement and security deposit may be required.

J. Temporary Meter

1. Upon request, a hydrant specific temporary meter may be provided to measure water used generally for construction activities where the installation of a permanent meter is not practical for service to a particular parcel, such as in land grading, street, and utility construction. Temporary meters are normally installed on a single fire hydrant. Except when otherwise approved by the General Manager or his or her authorized designee, the account established with the customer requesting a temporary meter shall be issued for a period of time not to exceed twelve (12) months. The size and location of the meter installation shall be approved in advance by the General Manager or his or her authorized designee. If in the opinion of the General Manager or his or her authorized designee the meter is not being used consistently with the conditions stated herein, the General Manager or his or her authorized designee reserves the right to require the customer to relocate, reduce the size of the meter, or discontinue the use of the temporary meter at any time, and for any reason, at the expense of the customer. When a meter is to be installed on a fire hydrant within the boundaries of a fire protection agency that requires its approval, license, or permission, the customer shall obtain a permit from such agency prior to installation of the meter. The customer shall be responsible for all damage to the meter that occurs as a result of such improper use. See Supplement

to the Rates and Rules for all current installation deposit requirements. The customer shall be billed monthly for all water delivered through the temporary meter. Monthly bills must be paid promptly to maintain continuous service. When the meter is no longer required, the installation deposit, less the unpaid water charges and any other accrued charges, shall be refunded to the customer.

2. Floating temporary meters may be moved from one fire hydrant to another fire hydrant by the customer in order to better facilitate the completion of his or her project. If any of the proposed locations are within the boundaries of a fire protection agency, each location must be approved and listed on the permit issued by said fire agency. The customer may keep the temporary meter in his or her possession and relocate the meter to the approved locations as needed. The customer shall be held responsible for any damage to, or theft of, the meter. For billing purposes, the customer will be contacted each month by Sweetwater staff to request a read from the meter, as stated in the temporary meter contract for "Floating Meters." If a read is not provided to Sweetwater by the date communicated, an estimated read will be billed to the customer. The amount due and owing to Sweetwater or the customer as a result of any estimated read or reads will be reconciled when the meter is returned to Sweetwater by the customer.

K. Crossed Meter Connection

A crossed meter connection is when Sweetwater records indicate there are locations where two or more meters have service addresses other than what is shown on the service papers. Typically, the properties and water meters in question are located side by side, resulting in an incorrect post-meter plumbing connection after meter services have been inspected. After an investigation has been conducted by Sweetwater personnel, the account records will be corrected to reflect the current information and to ensure each customer is billed correctly from that point forward. Unless it is determined that the crossed meters were caused by Sweetwater, no adjustments to water bills will be given as a result of the incorrect billing.

III. WATER PRESSURE

To be consistent with the guidelines set by the American Water Works Association, Sweetwater will design and maintain its water distribution facilities such that the following residual water pressures, measured at the water meter, will on an average basis, be available throughout the water distribution system:

1. Forty (40) pounds per square inch (psi) at average day conditions for any services installed after August 30, 1977;
2. Twenty (20) psi at emergency conditions, such as a fire, for existing and new customers; and
3. Any services installed prior to August 30, 1977, having less than 40 psi, are accepted "as is" or grandfathered at that pressure.

Higher pressures may exist depending upon a customer's geographical and/or topographical location in the water distribution system. Sweetwater will not be responsible for damage, including damage to the customer's property resulting from insufficient or excessive pressure, or as a result of pressure changes due to operation and maintenance of the system. Where water pressure exceeds 80 psi, Sweetwater strongly recommends that the customer install a pressure regulating valve to protect the private plumbing. Customer inquiries to determine or change pressure at the customer's property will be submitted to the Engineering Department.

IV. FIRE PROTECTION**A. Fire Hydrants**

Fire hydrants, including any required by the respective fire protection agency, on Sweetwater mains are the property of Sweetwater. Sweetwater maintains and repairs fire hydrants within its service area. Refer to the Supplement for installation charges.

B. Lateral for Private Fire Protection System

1. Commercial, Industrial, Government, Multi-Unit - A private fire protection system, as required by the respective fire protection agency, is solely for fire protection purposes. No other water use shall be permitted from such a system. Provided, however, when authorized by the Engineering Department, a lateral that includes both domestic service and fire service may provide water for both. Unauthorized use may be grounds for discontinuance of service.

A private fire protection system is composed of two components - Sweetwater's side and the customer's side. Refer to Sweetwater's Standard Specifications for the specific location of the delineation between Sweetwater's side and the customer's side of the system.

Sweetwater's side of the system includes a fire protection lateral connected to Sweetwater's main, a valve at the main, and a lateral pipeline from the valve to the edge of the road right-of-way or easement in which the main is located or other location agreed upon by both parties. A pipeline from the termination of Sweetwater's lateral shall be extended by the customer to serve the fire protection outlets, fire hydrants, or fire sprinkler system at the customer's service location. The system on the property owner's side shall be constructed in accordance with requirements established by the respective public agency that is responsible for building permits.

The property owner shall install, or cause to be installed, a backflow prevention device for the private fire protection system. The backflow prevention device shall be installed in accordance with Sweetwater's Standard Specifications; approved by a Sweetwater Cross-Connection Control Specialist; and include a meter. A minimum of a double-check detector assembly backflow preventer shall be owned, installed, and maintained by the property owner at a location approved by a Sweetwater Cross-Connection Control Specialist. The detector meter shall be provided by Sweetwater after installation of a backflow prevention device. Any usage registered on the meter, other than for fighting fires, shall be billed to the account holder at Sweetwater's Commodity Rate for Business and Multi-Unit

Accounts. Sweetwater and its duly authorized agents shall have the right to ingress and egress from the premises for all purposes of making such inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition and use of the pipe and appurtenances.

Sweetwater shall have no responsibility for the proper functioning of the fire protection system or for the availability of water from its main for fire protection in the event of an emergency. It undertakes, at all times, to have adequate supplies available in its system for ordinary uses. Sweetwater is not a guarantor of continual service in quantities adequate for all purposes. The property owner specifically agrees as a condition of connecting to Sweetwater's water system that Sweetwater shall incur no liability nor be subject to any damages resulting from a failure or malfunction of the fire protection lateral or fire sprinkler system, or from a lack of water in adequate quantity or pressure to make it fully effective.

2. Single-family Residential – If required by the respective fire agency, a private fire protection system for a single-family residence will be constructed on the customer's side of the meter in accordance with requirements established by the respective public agency responsible for building permits. The lateral for a single-family residence requiring a fire protection system shall be one (1)-inch in diameter minimum and serve both domestic and fire protection water service. The backflow prevention device for the lateral shall be approved by Sweetwater's Cross-Connection Control Specialist.

Sweetwater shall have no responsibility for the proper functioning of the fire protection system or for the availability of water from its main for fire protection in the event of an emergency. Sweetwater will undertake, at all times, to have adequate water supplies available in its system for ordinary uses. Sweetwater is not a guarantor of continual service in quantities adequate for all purposes. The property owner shall specifically agree, as a condition of the connection, that Sweetwater shall incur no liability nor be subject to any damages resulting from a failure or malfunctioning of the fire

protection lateral or fire sprinkler system, or from a lack of water in adequate quantity or pressure to make it fully effective.

C. Application and Cancellation of Service Which Includes Private Fire Protection

1. Application - Any person requesting the installation of a private fire protection system shall submit an application for water service and pay all of Sweetwater's costs of installing the lateral. See Supplement for installation cost and monthly service charge. Upon the transfer or sale of the property, the subsequent property owners shall sign a Private Fire Protection Application in order to assume responsibility for a fire protection account. If the property is rented or leased, and Sweetwater has authorized the tenant or lessee to be responsible for the account of such property, then in the event a new tenant or lessee occupies the premises, the owner of the property or authorized tenant or lessee shall sign a Private Fire Protection Application in order to assume responsibility for a fire protection account. Failure to return a signed application may result in the discontinuance of service and a letter of the pending discontinuance will be sent to the corresponding fire protection agency.

2. Cancellation - It is mandatory that the customer provide written notification to Sweetwater fifteen (15) days prior to the close of the customer's water account, in order to meet the fifteen (15)-day notification requirements. If the property is rented or leased, and Sweetwater has authorized the tenant or lessee to be responsible for the account for such property, then in the event a new tenant or lessee occupies the premises, the owner of the property or authorized tenant or lessee shall sign a Private Fire Protection Application in order to assume responsibility for a fire protection account of the corresponding fire protection agency. For Single-family Residential, Multi-unit Residential, Mobile home Park, and all other accounts, termination shall be implemented pursuant to the termination provisions in Section V, below. Sweetwater has the right to discontinue or disconnect the service pipe and terminate the application for all other accounts, upon written notice given fifteen (15) days in

advance by Sweetwater to the customer, for failure to pay any bill when due, or for any violation of any of the terms and conditions of the application for fire protection service, or for any violation of its rules. In emergencies, Sweetwater has the right, without prior notice, to shut off all or any part of its facilities and discontinue the service when deemed necessary for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the customer, or to prevent the negligent or willful waste of water by the customer.

V. WATER SERVICE AND BILLING

Sweetwater's water service fees are comprised of a Readiness-to-Serve Charge and a commodity charge. From time-to-time, this water service fee may also include costs imposed on Sweetwater by CWA, which are passed through to Sweetwater's customers.

A. Charges

1. Readiness-to-Serve Charge - The Readiness-to-Serve Charge is a fixed charge established on the basis of the size of the water meter serving a property. The charge is calculated to recover a portion of Sweetwater's fixed costs, such as costs of billing and collections, customer service, meter reading, meter maintenance, and capital and infrastructure. Any customer may avoid payment of the charge by an authorized disconnection from the facilities of Sweetwater.
2. Commodity Charge - The commodity charge, or water charge, is a variable water usage charge calculated to recover the cost of providing water service, including the cost of purchasing, treating and pumping water, and maintaining system improvements. All water registered by a meter is considered to have been consumed and will be billed to a customer for each unit of 100 cubic feet of water (748 gallons), regardless if the water use was unknown or unintentional.

See Supplement for current water service fees.

B. Application for Transfer of Service

When applying for the transfer of water service responsibility from one customer to another, the applicant shall provide his or her name, address, phone number, and Social Security number or California driver license number to establish credit. In the event that the applicant is unable or unwilling to provide credit information, the applicant shall deposit funds as a security deposit, as stated in the Supplement. The security deposit collected will be applied toward the customer's first billing after a satisfactory payment record has been established, or the security deposit will be applied to the customer's account at the time the account is closed. See Section V, paragraph H of this document for the definition of "satisfactory payment record."

A new customer applying for water service will not be held liable for any previous customer's outstanding water bill for the address where he or she is applying for service. However, Sweetwater may require a security deposit from a subsequent customer for a rental property when any two of the following conditions exist at the property within the previous thirty-six (36) months: water service was previously scheduled for discontinuance; the bank has returned a check; a previous account with the same service number was sent to Sweetwater's collection agency; or the water service has been disconnected for nonpayment. The property owner or authorized property manager may assume responsibility for water service and will not be required to place a security deposit for water service at the address, unless they have an outstanding balance with Sweetwater that is past due. Water service will stay in the property owner's name until such time as the property is sold or the outstanding balances have been paid in full.

Each time the customer is not present at the property for connection of water service, a missed water connection appointment charge will be assessed in the amount shown in the Supplement. In the event a water release form was signed and the meter continues to register water, the customer or his or her designee will be required to be at the property for reconnection of service. If the customer or designee is not present, then a missed water connection appointment charge will be assessed in the amount shown in the Supplement.

C. Payment of Bills

All water bills are due and payable at the office of Sweetwater at 505 Garrett Avenue, Chula Vista, or mail to P.O. Box 2328, Chula Vista, California 91912-2328. Instructions for making electronic payments are on the back of customer water bills and also located on the Authority's website www.sweetwater.org.

D. Bill – Due Date

After water service has been provided to a customer pursuant to applicable rules, a bill shall be rendered at a time convenient to Sweetwater, but no later than nine (9) weeks after service is commenced. The bill will normally be mailed on a Friday approximately one (1) week after the customer's meter is read. Payment of the amount of the bill shall be due and payable within fourteen (14) days after the bill is mailed. The bill shall include all charges due and owing, including, but not limited to, service charges, plan check fees, and charges due pursuant to Section XI of the Rates and Rules.

E. Reminder Notice and Fees

Single-family Residential, Multi-unit Residential, Mobile home Park, and all other Accounts - If payment for a bill for a Single-family Residential, Multi-unit Residential, Mobile home Park, or any other account has not been received within twenty-one (21) days after the bill was mailed, a Reminder Notice will be mailed to the customer and also to the service address if the customer of record is the owner, manager, or employer as identified in Government Code § 60371. The Reminder Notice will state that, among other relevant matters, if payment is not received by Sweetwater before 11:00 A.M. on the thirty-fourth (34th) day after the bill was mailed, a late fee will be automatically added to the account in the amount shown in the Supplement.

The Reminder Notice sent to the customer will include the name and address of the customer, the amount of delinquency, the scheduled service termination date (which shall be at least fifteen (15) days after the mailing of the Reminder Notice), and the date by which payment must be made to

avoid termination, the procedure by which the customer may initiate a complaint or request and investigation concerning service or charges (except where previously provided or with the bill for services), the procedure by which the customer may request amortization of the unpaid charges, the procedure to obtain information on availability of private local, state, or federal financial assistance (if applicable), and the telephone number of a district representative.

The Reminder Notice to the service address will state that actual users of the service may become a direct water customer of Sweetwater by placing water service in their name, and that the user would not be required to pay the past due bill; however, the user applying for service would be responsible for future bills, and a security deposit may be required. The Reminder Notice to the service address will be provided in six languages: English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

At least forty-eight (48) hours prior to termination, Sweetwater will make a good faith effort to contact an adult person residing at the service address by telephone or in person, and wherever such contact is not accomplished, Sweetwater will by mail or by posting at a conspicuous location on the premises, give notice at least forty-eight (48) hours prior to termination stating the following: the name, account number and address of the customer whose account is delinquent, the amount of delinquency, the day by which payment or arrangement of payments is required to avoid termination, the handling fee that will be posted to the customer's account, the procedure for the customer to obtain information on availability of private local, state or federal financial assistance (if applicable), and the telephone number of a district representative.

Fire Protection Accounts – In addition to other notices, a Final Disconnection Notice will be mailed fifteen (15) days prior to termination to the appropriate fire agency.

F. Discontinuance of Water Service

Water service shall be discontinued to a delinquent account by turning off the valve to the water meter and wiring a tag at the lateral with an explanation why the meter was turned off, locked, or removed. Discontinuance of service shall occur at the convenience of Sweetwater from Monday through Thursday. Following discontinuance of service, the status of each account will be verified at least once. If a field service inspection determines that the water service has been reconnected illegally or locking devices are damaged or missing, additional charges will be due, as shown in the Supplement, and the service will remain discontinued until procedures established to restore service have been completed.

G. Restoration/Transfer of Service

1. In order for service to be restored, the customer must pay or make satisfactory arrangements to pay in full all delinquent amounts and charges owing Sweetwater. Upon status verification, if it is determined that the condition of the service has changed, an illegal connection fee and damaged lock fee shall be added each time a meter locking device or padlock is installed or replaced as a result of loss or damage. The same charges shall be added each time a meter or unauthorized connection is removed. See Supplement, Section V, for fees and charges, and Rates and Rules, Section XV, for state laws under which the offender may be criminally prosecuted. Service will be restored upon payment of all delinquent amounts and additional charges. Service will only be restored if the customer or an authorized designee is present at the service address at the time service is to be restored, unless a signed water release form is on file releasing Sweetwater from all responsibility for any water damage resulting from open connections or faulty plumbing.
2. When an account has been closed for delinquency and the same customer requests to reestablish service on a new account, all unpaid charges on the previous account must be paid prior to establishing service at any location within Sweetwater service area. In addition, a security deposit may be required as shown in the Supplement.

3. If an account has been closed and charges remain unpaid six (6) weeks following the mailing of the closing bill, service may not be established in the delinquent customer's name at any location within Sweetwater service area until all outstanding charges have been paid. In addition, a security deposit may be required as shown in the Supplement. However, if service has been established at another location in the Sweetwater service area prior to the six (6) weeks, the charges owing on the closed account will be transferred to the new account and be subject to Sweetwater's delinquent notice and shut off process.
4. If a customer requests to establish service and the customer's account at a previous service address has been referred to Sweetwater's collection agency due to nonpayment, all outstanding charges must be paid prior to establishing service at any location within Sweetwater service area. In addition, a security deposit may be required as shown in the Supplement.
5. Sweetwater may require any future account to remain in the property owners name upon termination of service.
6. Each time a customer is not present at a property for connection of water service, a missed water connection appointment charge will be assessed. In the event a water release form was signed and the meter continues to register water, the customer or his or her authorized designee will be required to be at the property for reconnection of service. If the customer or authorized designee is not present, then a missed water connection appointment charge will be assessed.

H. Payment Extensions

If a customer requests an extension and fails to abide by the extension agreement, as stated in the agreement, the water service will be scheduled for discontinuance pursuant to the notice and discontinuance policies in these Rates and Rules and a late fee will be assessed to their account. In addition, all other payment extensions are due and payable in order to restore service.

I. Security Deposits Required

1. A security deposit will be required if an applicant for service is unable to provide sufficient credit information.
2. A security deposit may be required from any customer who assumes responsibility for future water billings where the current customer has not paid the present bill. The party assuming responsibility is not required to pay the delinquent account.
3. Sweetwater reserves the right to require a security deposit from any customer who has been referred to Sweetwater's collection agency. The security deposit will be assessed to the existing account upon discovery, regardless of when the account was referred to the collection agency.
4. Interest will not be paid on security deposits, nor be charged on any late payments. Service to the customer shall be rendered according to the existing Rates and Rules.
5. The security deposit collected under this Section is applied toward the customer's first billing after one year if a satisfactory payment record has been established, or the security deposit will be applied to the customer's account at the time the account is closed.

J. Water Bill Adjustment – Board Action

The General Manager or his or her designee, shall have the authority to compromise, and adjust payments and procedures established hereunder. Adjustments are made pursuant to the Adjustments of Customer's Water Bills policy. Unless approved by the General Manager, no extension of time to pay any delinquent account shall exceed twelve (12) months. Any request to adjust a water bill by more than \$1,500, shall be presented to the Sweetwater Governing Board for consideration and action.

K. Advance Payment

Sweetwater may, at its discretion, and for the convenience of its customers, require and/or accept in advance, the payment of an amount equal to the

estimated water charge for a specific period of time. (Example: The customer may deposit funds prior to an extended absence from the premises to cover expected water charges.)

L. Returned Checks

1. Accounts which have checks (including automatic payments and electronic checks) returned to Sweetwater by the bank due to insufficient funds, closed accounts, etc., will incur a returned check charge as shown in the Supplement. The customer and/or maker of the check will be notified that the bank has returned his or her check.
2. Sweetwater will not accept future payments from a customer in the form of a check when two checks are returned, within a twelve (12) month period, by the bank due to insufficient funds, closed accounts, etc. Sweetwater will accept payment in the form of a check after one year of satisfactorily fulfilled account payments.

M. Credit Card/Electronic Check Payment Chargebacks

If Sweetwater receives a chargeback request, the account will incur a credit card chargeback fee as stated in the Supplement. The customer will be notified that a chargeback request was received. After two chargebacks, a notation will be made to the customer's account indicating that future credit card payments will not be accepted.

If the original credit card transaction is deemed to be fraudulent, a notation will be made to the customer's account indicating that future credit card payments will not be accepted.

N. After Hours Service

When an existing customer requests reconnection of service and Sweetwater's records show a delinquent status (e.g., delinquent accounts, returned checks, etc.) for that customer, and the customer indicates that the service was disconnected in error, the service may be restored upon the approval of the Customer Service Manager or Supervisor. However, if no evidence of an error is

found, a confirmation number from Sweetwater's third party vendor indicating that payment was received must be provided by the customer for service to be restored. A fee for the after hours service call, as shown in the Supplement, will be charged the next business day if the reconnection is performed.

When a representative is dispatched to the property for any of the above conditions, every effort will be made to contact the customer. If the customer is not present for the connection, Sweetwater will not send another representative to the property until proper arrangements have been made through the Customer Service section during regular business hours.

O. Emergency Shut Off Service

Sweetwater includes a consumer shut-off valve as part of each new meter and lateral installation. The valve is installed on the customer's (discharge) side of the water meter and may be turned off by the customer to allow for plumbing repairs or in the event of a plumbing failure requiring emergency shut off. In no event shall the customer attempt to operate Sweetwater's valves on the street side of the meter.

Many older water meter and lateral installations do not include a consumer shut-off valve. In that event, customers are encouraged to install a shut-off valve at a convenient location in the private plumbing system. If an emergency occurs requiring a water service be shut off to allow repairs and no consumer shut-off valve has been installed, upon request, Sweetwater will dispatch its personnel to turn off service of Sweetwater's valve as soon as possible after receipt of the request. When Sweetwater is notified to restore service, the water will be turned on upon the availability of service personnel. If a customer requires such emergency shut-off service from Sweetwater more often than twice in a twelve (12) month period, a fee for each subsequent service call will be charged, as shown in the Supplement.

VI. METER FAILURE AND ADJUSTMENT OF BILLS

A customer may request that the meter through which service is rendered be tested for accuracy. The customer shall place a deposit for a meter test with Sweetwater to

cover the cost of the test, as set forth in the Supplement. If it is found that the meter does not register more than five percent (5%) above true registration, the deposit for the meter test will be retained by Sweetwater. If the meter is found to register more than five percent (5%) above the true registration, another meter will be installed by Sweetwater, and the deposit for the meter test returned to the customer and an adjustment of water charges made. No adjustment in water charges shall be made for excess registration for more than four (4) months preceding the request by the customer for the test. Should any meter fail to register during any billing period, the customer will be billed for the estimated use as follows:

- A. If the customer has a consumption history of one (1) year, the billing shall be for the amount used during the same period in the preceding year.
- B. If the customer does not have a consumption history for the preceding year, the billing may be for the amount used during the billing period immediately prior to the period in which the meter failed to register, or may be based on a reading made on the replacement meter as adjusted to cover the complete billing period.

VII. RESALE OF WATER

No customer may profit from the sale of water delivered by Sweetwater.

VIII. UNAUTHORIZED USE OR WASTE OF WATER

No consumer shall use water upon any land other than that covered by the Application for Service, nor shall knowingly permit leaks or waste of water.

IX. SWEETWATER'S RIGHT OF INSPECTION AND ACCESS

Authorized Sweetwater personnel shall have unrestricted access at reasonable hours to all premises supplied by Sweetwater to inspect the supply system, meters, or other measuring apparatus, and to see that the rules and regulations of Sweetwater are being observed.

X. UNAUTHORIZED REGULATION OF WATER

No person, except duly authorized employees of Sweetwater, shall be permitted to operate, adjust, or modify in any way any Sweetwater facility or equipment.

XI. DAMAGE TO SWEETWATER PROPERTY

Any damage occurring to a meter or other Sweetwater facility, or any property of Sweetwater, caused by a customer/consumer must be paid for by the customer on presentation of a bill therefore.

XII. INTERRUPTION OF DELIVERY

In case of necessity, water may be shut off from Sweetwater's system, but such stoppage will be for the shortest practical time. Except in case of emergency, the customer will be notified in advance of such action wherever possible.

XIII. HOT WATER AND STEAM BOILER INSTALLATIONS

Hot water installations should be made in conformity with the applicable plumbing code. When water is used to supply a steam boiler, its owner shall supply a tank of sufficient capacity into which the service pipe will discharge to provide a supply for at least twelve (12) hours.

Sweetwater will not be responsible for the safety of hot water heaters, boilers, or tanks on the premises of any consumer.

XIV. MAILING LISTS AND OFFICE RECORDS

The names and addresses of water customers or vendors, or correspondence of Sweetwater, shall not be publicly available, except to the extent required by law, and no mailing lists shall be prepared or provided by Sweetwater or by any of its officers or employees, which are compiled from records of Sweetwater.

XV. STATE LAWS

For protection of public water supplies, many offenses are by state law made misdemeanors for which the offender may be criminally prosecuted. These include:

Section 498, Penal Code

Stealing water or property, taking water or property without Sweetwater's knowledge, tampering with Sweetwater equipment or making unauthorized connections.

Section 592, Penal Code

Intent to defraud, take water from any canal, ditch, flume, or reservoir.

Section 607, Penal Code

Unauthorized operation of gate or control of water supply, injuring tanks, flumes, reservoirs, etc.

Section 624, Penal Code

Willfully breaks, digs up, obstructs, or injures any water pipe or main, or any works erected for supplying buildings with water, or any appurtenances cutting or obstructing pipes, etc.

Section 625, Penal Code

Taking water after works have been closed or meter sealed.

Section 117000, Health & Safety Code

Bathing (swimming) in reservoirs, etc.

Sections 7583-7622, Inc. Title 17, California Administrative Code

Regulations relating to cross-connections.

Cost for any corrective actions taken by Sweetwater as a result of any violations stated herein will be billed to the responsible party, including water use chargers based on meter readings, estimates, or fees charged, and charges necessary to recover costs for Sweetwater property or equipment that has been damaged.

Unauthorized use of water through fire hydrants or other Sweetwater facilities either by direct means or through the tampering of a temporary meter is a violation of state law for which the offender may be criminally prosecuted and be subject to fines listed in the Sweetwater's Supplement to the Rates and Rules.

Civil Code Sections 1882-1882.6 permit Sweetwater to file a civil action for damages for the unauthorized taking of Sweetwater's water, illegal and unauthorized connections to any facilities owned or used by Sweetwater, or interference with Sweetwater property or facilities, and permit the recovery of three (3) times the amount of actual damage, plus the costs of suit and reasonable attorney's fees.

Any violation of Sweetwater's Rates and Rules shall be cause for the Governing Board, acting by and through its General Manager, to apply such penalties as may be provided by law, or to take any other action as deemed appropriate, including but not limited to, the discontinuance of potable or recycled water service.

XVI. DROUGHT RESPONSE PLAN

These Rates and Rules will be administered in conjunction with Sweetwater's Drought Response Plan.

XVII. AMENDMENTS

The Governing Board of Sweetwater Authority may, at its direction, alter, amend, add to, or permit exceptions to these rules and regulations.

