Sweetwater Authority
RATES AND RULES

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1. DISTRIBUTION FACILITIES

1.1. Policy

Sweetwater Authority (Authority) is the sole public water system as defined by the California and Federal Safe Drinking Water Acts within the Authority's jurisdictional boundaries. Authority policies 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 the Authority.

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 the Authority.

1.2. Standards

All facilities which are to become a part of the Authority's system must be installed in accordance with plans approved by the Authority's Engineer or its designee and the Authority's adopted Standard Specifications for Construction of Water Facilities (Standard Specifications), copies of which are available at the Authority's office and on the Authority's website. Construction work on these facilities shall not commence without applicant submitting complete application(s) and/or agreement(s) and payment of all applicable fees and deposits has been received by the Authority, with fees and deposits as stated in the Supplement to the Rates and Rules. All new construction work, except that performed by Authority personnel, shall be performed by a contractor holding a Class "A" License (General Engineering), Class C-34 License (Pipe-Laying), or other appropriate license for the work to be performed as determined by the Authority, and who has demonstrated experience in the type of construction to be undertaken. The Contractor shall be required to comply with all laws and regulations applicable to the work involved, including but not limited to the payment of the prevailing rate of wages in accordance with the applicable Labor Code requirements and related regulations.

1.3. Pre-qualified Contractors

The Authority maintains a list of pre-qualified contractors on its public website from which a developer can select and hire at their sole discretion, under their own risk, and at their own cost to install water pipe, services, or other water appurtenances that will become part of the Authority's system. The pre-qualification is valid for two years and each contractor is responsible for renewing their pre-qualification status with the Authority.

Pre-qualified contractors are not precluded from having to submit the following for each project:

1.3.1. Prevailing Rate of per diem wages are required on all work that will be turned over to the Authority. The contractor and any subcontractors being used must provide their current State License Number and DIR number.

1.3.2. A project specific agreement must be entered into with the Authority.

1.3.3. Payment and Performance Bonds must be provided for each project**.**

1.3.4. Insurance requirements must be met**.**

1.4. 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. All costs of installing new facilities are ineligible for payment plan consideration per Governing Board direction on September 25, 2019. 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, inspection costs, and indirect costs. Employee fringe benefit and overhead expenses are included in construction costs when Authority labor is used to install the new facilities and are a percentage of all labor time charged to the project. A portion of the sums so advanced shall be repayable to the property owner or developer under the circumstances set forth in Section 1.4.

1.5. Construction Fees

In order to recover the cost of constructing new facilities, the Authority 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 construction fees to the property owners or developers under terms and conditions, which will be set forth in an agreement provided by the Authority. Where a water main extension project is paid for by the Authority, connection fees may also be established for all properties fronting the main and not contributing to the original project cost. As discussed in Section 1.3, costs for installing new facilities are to be paid by applicant and are ineligible to be financed through a payment plan with the Authority.

1.6. Main in Excess of Minimum Standard Size

As a condition of service to a development, the Authority 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 Authority's latest version of the "Water Distribution System Master Plan." If so conditioned, the Authority 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.

2. METERS AND LATERALS

2.1. Definition

2.1.1. For the Purposes of these Rates and Rules:

A. A service lateral shall include the connection to the Authority's water main, the pipe to the proposed meter location, a meter box, and an angle meter stop valve on the Authority's side of the meter.

B. A meter installation includes the meter and a shut-off valve on the customer's side of the meter.

C. The Authority retains ownership of and responsibility for the Authority's side of the lateral and the meter, as further described in Section 2.4.

D. 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.

2.2. Connection to Water System

2.2.1. A Sole Public Water System:

A. The Authority is the sole public water system as defined by the California and Federal Safe Drinking Water Acts within the Authority's jurisdictional boundaries.

B. No other public water system shall operate by any means within the Authority's service area without the express approval of the Authority.

C. No person shall connect a service lateral or other pipe to any Authority water main, meter, or lateral without filing an application for water service pursuant to Section 2.3., and compliance with the requirements of the Authority's Standard Specifications governing the location and

construction of the lateral, and installation of necessary backflow prevention devices.

D. No developer/property owner shall change the type of use of an existing water service without filing an application for water service pursuant to Section 2.3., and complying with the requirements of these Rates and Rules and the Authority's Standard Specifications governing the location and construction of the lateral, and installation of necessary backflow prevention devices.

E. If a "material change" (e.g. Building Permit, sub-division of parcel, change in use, tenant improvement, etc.) is made to a property currently served by the Authority, the developer/property owner shall file an application for water service pursuant to Section 2.3., and comply with the requirements of the Authority's Standard Specifications governing the location and construction of the lateral and installation of necessary backflow prevention devices. This shall also include payment of all fees, if applicable, in accordance with the Supplement to the Rates and Rules (Supplement).

2.3. Application for Service

2.3.1. Any person requesting to connect to the Authority's water system shall comply with the following:

A. 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.

B. Complete an Application for Water Service.

C. Pay the Authority any applicable utility permit fees, Authority construction deposits as further described herein, Authority capacity fees, and any other fees and charges due and payable to the Authority for service to said property.

As provided in Chapter 45, Section 5.9 of the County Water Authority Act, the Authority, as representative of the San Diego County Water Authority (CWA), shall collect and remit to the CWA the capacity charges imposed

by the CWA. The ordinance or other applicable instrument of the CWA in effect at the time a water meter is obtained from the Authority, shall govern the amount of such charge, the persons liable therefore, and the procedures to be followed. The Authority shall not provide a water meter to any person requesting to connect to the Authority's water system until that person has paid to the Authority all applicable fees and charges herein. As discussed in Section 1.3, costs for installing new facilities are to be paid by applicant and are ineligible to be financed through a payment plan with the Authority. Notwithstanding the above, the following provisions shall apply to residential development projects:

For "designated residential development projects" as defined in Government Code section 66007, the customer can choose whether to pay the SDCWA capacity charges on the date the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, or at an earlier time. The amount of such fees and charges shall be the same amount as would have been paid had the fees and charges been paid prior to the issuance of building permits.

For any other residential developments, the customer can choose whether to pay the SDCWA capacity charges on the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, or at an earlier time, at the rate then in effect at the time of payment.

If a customer chooses not to pay the SDCWA capacity charges until the issuance of a certificate of occupancy or final inspection (as applicable), the final bill for costs will include such amounts due.

The Authority shall not activate water service, other than what is needed for system testing, to any person requesting to connect to the Authority's water system until that person has paid to the Authority all applicable fees and charges herein. As discussed in Section 1.3, costs for installing new facilities are to be paid by applicant and are ineligible to be financed through a payment plan with the Authority.

2.4. Location

2.4.1. Laterals and Meters:

A. All laterals shall front the parcel being served and 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.

B. Service laterals and meters shall not be located on pipelines in easements except under certain conditions where no other distribution pipeline located in right-of-way is adjacent to the property.

The meter box shall be installed and located in accordance with the Authority's Standard Specifications.

C. A lateral is composed of two (2) components: The Authority's side and the customer's side.

Reference shall be made to the Authority's Standard Specifications for the specific location of the delineation between the Authority's side and the customer's side of the system. Generally, the Authority's side is from the water main in the street up to and including the water meter.

D. The customer's side begins after the water meter discharge and includes the customer's valve. Water meters shall not be located in driveways.

E. Water service to a parcel shall be provided solely from the pressure zone in which it is located, and no parcel may be served water from more than one (1) pressure zone.

2.5. Cost

2.5.1. Water Service, Capacity Fees, and Deposits:

A. The cost of water service and capacity fees may be changed from time-to-time and will be contained in the Supplement.

B. The cost of water service may include applicable fees that result from a change in water use or a material change to a property.

C. Capacity credit(s) from an existing service on a parcel cannot be transferred to a separate parcel.

D. Capacity fees and water facility (e.g., meter and lateral) construction deposits shall be paid no later than two (2) weeks following issuance of any building, tenant improvement, grading, or street improvement permit, or the start of any construction.

E. An application for water service shall be processed after payment of capacity fees, connection-related fees (e.g., permit, inspection, etc.), and

deposits (e.g., installation, abandonment, inspection, etc.), and the approved plans and permits from the jurisdictional agency (e.g., City of Chula Vista) are submitted, as required. As discussed in Section 1.3, costs for installing new facilities are to be paid by the applicant and are ineligible to be financed through a payment plan with the Authority.

2.5.2. Installation Cost:

A. The cost of water facility installation is based on actual cost at the time of construction. These costs may vary depending on unanticipated conditions beyond the Authority's control, including permit conditions imposed by the jurisdictional agencies.

B. Alternatively, the applicant can hire a contractor with the required licenses and experience to install the water facilities. The contractor will be required to undergo a qualification review by Authority staff if not already an Authority pre-qualified contractor.

2.6. Meter Size

2.6.1. The Authority reserves the right to regulate the size, type, and location of each meter and lateral.

A. Types may include technology-based water meters including, but not limited to, Automatic Meter Reading (AMR), Advanced Metering Infrastructure (AMI) or cellular technology that shall be charged to the customer through the application/installation process.

2.6.2. Meters for Single-Family Residences that require a fire protection system shall at a minimum be one (1) inch in diameter, and have an unobstructed full port design to serve both the domestic and fire protection water service.

2.7. Meter Size Change or Relocation

2.7.1. The property owner shall contact the Authority's Engineering Department to request a change in meter size or relocation.

2.7.2. Increase – A meter may be increased in size upon approval of a written request from the property owner or authorized property manager and payment of additional capacity charges for the proposed meter, as applicable.

If a new service lateral is required, the new lateral installation costs and existing lateral abandonment costs shall be paid by the property owner. As discussed in Section 1.3, costs for installing new services are to be paid by

applicant and are ineligible to be financed through a payment plan with the Authority.

2.7.3. 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 provided for a reduction of meter size or surrender of service.

2.7.4. Relocation – A service and meter may be relocated upon approval of a written request from the property owner or authorized property manager, provided the new location complies with the Authority'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 new service installation cost and existing service and meter abandonment shall be paid by the owner. As discussed in Section 1.3, costs for installing new services are to be paid by the applicant and are ineligible to be financed through a payment plan with the Authority. The Authority reserves the right to reduce the meter and/or lateral size if the water demands for the property do not warrant the larger size. The Authority may refuse to relocate a service if the main in the requested location is not adequate to meet required 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).

2.8. 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).

2.9. Multiple Dwelling Units Serviced by One Meter

2.9.1. Multiple Dwelling Units:

A. 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.

B. A tenant of a multiple dwelling unit property may become a direct water customer of the Authority; however, a service agreement and security deposit shall be required.

C. Each newly constructed multi-unit residential structure or newly constructed mixed-use residential and commercial structure for which an application for a water connection, or more than one (1) connection, is submitted to the Authority shall measure the quantity of water supplied to each individual residential dwelling unit. Such measurements are a condition of new water service pursuant to Water Code section 537.1, *et seq*. The measurement may be taken by individual water meters or submeters. Certain structures may be exempt from these requirements pursuant to Water Code section 537.

D. The owner of the structure shall install individual meters or submeters that comply with all laws and regulations governing the approval of meter types or the installation, maintenance, reading, billing, and testing of meters, including, but not limited to, the California Plumbing Code and California Water Code.

E. The existing equivalent dwelling units (EDU's) and CWA capacity charges assigned to a Multiple Dwelling unit property shall remain unchanged when additional service lateral(s) and meter(s) are installed and the property's water use remains unchanged. Under such conditions, the Authority shall not assign additional EDU's to the new lateral(s) and meter(s) and the Authority shall report to CWA that the new meter(s) shall not be eligible for future CWA capacity credits.

2.9.2. Accessory Dwelling Units (ADU):

A. For purposes of applying any rules or regulations contained herein, an ADU is defined as an attached or a detached residential dwelling unit that provides complete independent living facilities for one (1) or more persons, is located on a lot with an existing or proposed single family dwelling, and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is or will be situated. Garage conversions or conversions of other existing accessory structures that meet these requirements are considered an ADU for these purposes.

B. An ADU constructed on a lot with an existing or proposed single-family dwelling shall be assessed an Authority capacity fee only to the extent permitted under California law and only in an amount proportional to the ADU's estimated burden on the water system, based upon the number of its plumbing fixture units, except as follows:

1) ADUs within the space of an existing or proposed single-family residence, or an existing accessory structure including a pool house, garage, or studio, shall be exempt from the Authority's capacity fee.

For purposes of this section 2.9.2., “existing space” shall include an addition to a single-family residence or accessory structure that does not exceed 150 square feet, provided that the expansion beyond the physical dimensions of the existing structure is solely to accommodate ingress and egress.

C. If the combined plumbing fixture units of the existing dwelling and the ADU require an increase in meter size, the applicant shall pay the incremental San Diego County Water Authority Capacity Charge associated with the increased meter size. ADUs that require an upsize of the meter solely to meet the requirement of a fire service shall be exempt from the San Diego County Water Authority Capacity Charge.

D. Junior Accessory Dwelling Units (JADU), which are small, independent living spaces—up to 500 square feet—created entirely within the existing walls of a single-family residence, shall not be considered a separate dwelling unit for purposes of water connection fees, consistent with California law. JADUs shall not be charged capacity or connection fees but are subject to the flat administrative fee for water availability review.

E. Lots with more than two units are subject to backflow prevention requirements and each additional dwelling unit will be assessed a capacity fee of one Equivalent Dwelling Unit (EDU) at the Multi-family rate, unless otherwise required by California law.

F. Fire service for lots with more than two dwelling units, when required by the fire protection agency having jurisdiction, shall be subject to the provisions in section 4.2.1.

G. Water Availability Review Flat Administrative Fee: A flat administrative fee of seven hundred dollars ($700) shall be paid by the property owner or authorized representative at the time of application submittal for review by Authority staff to determine adequate water availability to the existing and proposed improvements being serviced by the existing service line and meter. If upon review, the Authority determines that service or meter modifications or the installation of a new service or meter are not required, no additional review fees will be collected. This fee is an administrative cost-recovery fee and is not a capacity fee, connection fee, or impact fee.

H. Design Review Fees for Connections: If the Authority finds that modifications to the existing service line or meter or a new service line or meter are required, the project will undergo the standard design review process for new connections and is subject to deposits and additional fees as “connection fees” pursuant to applicable law.

I. All fees, charges, and requirements under this section shall comply with current California law and are subject to revision as laws or regulations change.

2.10. Temporary Meter

2.10.1. Upon request:

A. 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.

B. Temporary meters are normally installed on a single fire hydrant. Except as 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 or expiration of the fire permit. Failure to receive approval to keep the construction meter longer than 12 months or expiration of the fire permit will result in the account being assessed a non-compliance fee, as shown in section 4.3, C of the Supplement, each billing period that approval has not been granted.

C. The size and location of the temporary meter installation shall be approved in advance by the Authority.

1) All meters used for construction purposes must be equipped with either: A Reduced Pressure Principle Backflow Assembly (RP), or an air gap. These backflow prevention measures are mandatory to safeguard against cross connections during construction activities. Beginning January 1, 2026, all construction meters must be returned to the designated office to install Reduced Pressure Principle Backflow Assemblies (RP). The construction meters shall be installed on a single hydrant for proper functionality and compliance.

D. If the meter is not being used consistently with the conditions stated herein, the Authority 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.

E. 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. If the fire permit expires, it is the responsibility of the customer to have it renewed. Failure to renew the permit will result in the account being assessed a non-compliance fee, as shown in section 4.3, B of the Supplement, each billing period the permit remains expired.

F. The customer shall be responsible for any damage to, theft or loss of the meter that occurs as a result of improper use. See Supplement for current deposit requirements.

G. The customer shall be billed monthly for all water delivered through the temporary meter. Monthly bills must be paid promptly to maintain continuous service.

H. When the meter is no longer required, the construction deposit, less the unpaid water charges and any other accrued charges, shall be refunded to the customer within thirty (30) days.

2.10.2. Floating Temporary Meters:

A. Floating temporary meters may be moved from one (1) fire hydrant to another by the Authority in order to facilitate the completion of a project.

B. 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. If the permit expires, it is the responsibility of the account holder to have the permit renewed or the account will be assessed a non-compliance fee, as shown in section 4.3, B of the Supplement, each billing period the permit is expired.

C. The customer shall be held responsible for any damage to, or loss of, the meter.

D. For billing purposes, the customer will contact Authority staff to provide a read from the meter, as stated in the temporary meter contract for "Floating Meters." If a read is not provided to the Authority by the requested date, an estimated read will be billed to the customer and a non-compliance fee, as shown in section 4.3, A of the Supplement, will be assessed to the account each time a read has to be estimated.

E. The amount due to the Authority or the customer as a result of estimated read(s) will be reconciled when the meter is returned to the Authority by the customer.

2.11. Cross-Meter Connection

2.11.1. A cross-meter connection is deemed to exist when:

A. Authority records indicate there are locations where two (2) or more meters have service addresses other than what is shown on the service papers.

B. 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.

C. After an investigation has been conducted by Authority personnel, the account records will be corrected to reflect current information and to ensure each customer is billed correctly from that point forward. Unless it is determined that the cross-meters were caused by the Authority, no adjustments to water bills will be made as a result of any incorrect billing.

3. WATER PRESSURE

3.1. Guidelines

3.1.1. To be consistent with the guidelines set by the American Water Works Association, the Authority 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:

A. Forty (40) pounds per square inch (psi) under average day conditions for any services installed after August 30, 1977;

B. Twenty (20) psi under emergency conditions, such as a fire, for existing and new customers; and

C. Any services installed prior to August 30, 1977, having less than forty (40) psi, are accepted “as is” or grandfathered at that pressure.

3.1.2. Higher pressures may exist depending upon a customer’s geographical and/or topographical location in the water distribution system.

3.1.3. The Authority will not be responsible for any damage, including damage to the customer’s property resulting from insufficient pressure, excessive pressure, or pressure fluctuations due to operation and maintenance of the water distribution system.

3.1.4. Where water pressure exceeds eighty (80) psi, the Authority strongly recommends that the customer install a pressure regulating valve to protect the private plumbing.

3.1.5. Customer inquiries to determine or change pressure at the customer's property will be submitted to the Engineering Department.

4. FIRE PROTECTION

4.1. Fire Hydrants

4.1.1. Responsibility:

A. Fire hydrants, including any required by the respective fire protection agency, on Authority mains are the property of the Authority.

B. The Authority maintains and repairs fire hydrants within its service area.

C. Refer to the Supplement for installation charges and penalty(ies) for unauthorized fire hydrant use.

4.2. Fire Protection System (When required by the fire protection agency having jurisdiction.)

4.2.1. Commercial, Industrial, Government, Multi-Unit:

A. A fire protection system, as required by the fire protection agency having jurisdiction, is solely for fire protection purposes. No other water use shall be permitted from such a system and unauthorized use may be grounds for discontinuance of service.

B. A fire protection system is composed of two (2) components – The Authority's side and the customer's side. Refer to the Authority's Standard Specifications for the delineation between the Authority's side and the customer's side of the system.

C. The Authority's side of the system includes a fire protection lateral connected to the Authority'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.

D. A pipeline from the termination of the Authority'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.

E. 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.

F. The property owner at his or her expense shall install, or cause to be installed, and annually inspect a backflow prevention device for the fire protection system. As discussed in Section 1.3, costs for installing new facilities are to be paid by applicant and are ineligible to be financed through a payment plan with the Authority.

G. The backflow prevention device shall be installed in accordance with the Authority's Standard Specifications; approved by an Authority Cross-Connection Control Specialist; and include a detector meter. A minimum of an approved reduced pressure principle backflow prevention detector assembly (RPDA) shall be owned, installed, and maintained by the property owner at a location approved by an Authority Cross-Connection Control Specialist. The detector meter shall be provided by the Authority after installation of a backflow prevention device.

H. Any usage registered on the meter, other than for fighting fires, shall be billed to the account holder at the Authority's Commodity Rate for Business and Multi-Unit Accounts. The Authority 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.

I. The Authority 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. The Authority is not a guarantor of continual service in quantities adequate for all purposes. The property owner specifically agrees as a condition of connecting to the Authority's water system that the Authority shall incur no liability nor be subject to any damages resulting from a failure of 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.

4.2.2. Pre-Existing Unprotected Lateral for a Fire Protection System:

A. All existing unprotected fire service laterals are required to install an approved backflow prevention device as indicated in Section 4.2.1, F of these Rates and Rules no later than July 1, 2034.

B. Customers of record with an existing fire protection system that does not include an approved backflow prevention device must upgrade the unprotected fire protection service lateral to include an approved backflow prevention device no later than July 1, 2034.

C. The notice must include the customer's name and address, reference to this section, a deadline for compliance, the contact information for the Authority's Cross-Connection Control Specialist, the process to comply, and that not complying with the requirement to protect the fire service lateral from a cross-connection may result in cancelation of service per Section 4.3 of these Rates and Rules.

D. The Authority's Cross-Connection Control Specialist will send annual follow up reminder notifications prior to the required installation date. A final reminder notification will be sent to the customer of record three (3) months prior to the required installation date. Failure to send reminder notices does not affect the customer's obligation to install a backflow prevention device. Non-compliance with this section or any notice issued pursuant to this section by the required installation date will result in cancelation of service per Section 4.3 of these Rates and Rules.

4.2.3. Single-Family Residential:

A. If required by the respective fire agency, a 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.

B. 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 the Authority's Cross-Connection Control Specialist.

C. The Authority 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.

D. The Authority will undertake, at all times, to have adequate water supplies available in its system for ordinary uses. The Authority is not a guarantor of continual service in quantities adequate for all purposes.

E. The property owner shall specifically agree, as a condition of the connection, that the Authority 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.

4.3. Application, Agreement and Cancellation of Service for Fire Protection

4.3.1. Application and Agreement:

A. Any person requesting the installation of a fire protection system shall apply for water service and pay all lateral installation costs by completing a Fire Protection Agreement and Application for Water Service (see Supplement for installation cost and monthly service charge).

B. Upon the transfer or sale of the property, the subsequent property owners shall sign an acknowledgement stating they agree to the terms stated in the Fire Protection Agreement and complete a new Application for Water Service to assume responsibility for a fire protection account. If there is not a properly executed Fire Protection Agreement on file, the following will occur:

1) The account will be activated under the applicant's name with the understanding that a properly executed Fire Protection Agreement shall be received by the Authority within thirty (30) days of activating the account. Failure to do so will result in a non-compliance penalty being assessed on every subsequent water bill up to six (6) months or three (3) water bills, as shown in section 4.3, B of the Supplement.

2) If the Authority has not received a properly executed Fire Protection Agreement after the non-compliance penalty has been assessed three (3) times, this may result in the discontinuance of water service to the fire protection system with the corresponding fire protection agency being notified.

C. If the property is rented or leased, and the Authority 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 an acknowledgement form stating they agree to the terms stated in the Fire Protection Agreement and complete an Application for Water Service in order to assume responsibility for a fire protection account.

D. Failure to return a signed agreement or application may result in the discontinuance of service and a letter of the pending discontinuance will be sent to the corresponding fire protection agency.

4.3.2. Cancellation:

A. It is mandatory that the customer provide written notification to the Authority no less than fifteen (15) days prior to the close of the customer's water account. If the property is rented or leased, and the Authority 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 Fire Protection application in order to assume responsibility for a fire protection account of the corresponding fire protection agency.

B. Termination for all accounts shall be implemented pursuant to the termination provisions in Section 5 below.

C. In emergencies, the Authority 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 by the customer.

5. WATER SERVICE AND BILLING

5.1. Authority and CWA Fees:

5.1.1. The Authority's water service fees are comprised of a meter charge and a commodity charge.

5.1.2. From time-to-time, this water service fee may also include costs imposed on the Authority by CWA, which are passed through to the Authority's customers.

5.2. Charges

5.2.1. Meter Charge:

A. The meter charge is a fixed charge established on the basis of the size of the water meter serving a property.

B. The charge is calculated to recover a portion of the Authority'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 the Authority.

5.2.2. Commodity Charge:

A. 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.

B. All water registered by a meter is considered to have been consumed and will be billed to a customer for each unit of one-hundred (100) cubic feet of water (748 gallons), regardless of whether metered water use was unknown or unintentional.

C. See Supplement for current water service fees.

5.3. Transfer of Service

5.3.1. Application:

A. 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, date of birth, Social Security number and United States Driver License number to establish credit.

1) Property owners may elect to have the water account established in the name of the tenant as the primary account holder, by signing a Property Owner's Authorization Form (POAF) and providing proof of identification, in order for the tenant to receive the water bill and be principally responsible for payments of charges for service at a rental property. The Authority recommends property owners list themselves as an associated customer to monitor the account's status. It is the property owner's responsibility to notify the Authority of any changes in the mailing address, telephone number(s) or other contact information provided to the Authority. The property owner will be jointly and severally liable with the tenant and remain ultimately responsible for payment of all charges for water and other charges that may accrue, including but not limited to delinquent charges, Authority efforts to secure payment through real property liens, claims, legal action, or use of a collections agency, and the cost of repairing damages caused by negligent or intentional acts or omissions of said tenant. The property owner shall contact the Authority at least three (3) days prior to the tenant moving out of the property served by the Authority; in such event, the property owner may become the customer of record to continue water service. If the tenant/customer or the property owner fail to contact the Authority to terminate service or establish a new customer of record, they shall

remain jointly and severally liable for all water use charges and bills incurred at the property.

2) In the event that a POAF cannot be obtained, the tenant will be allowed to be the primary account holder by providing a fully executed rental agreement and paying a security deposit, as shown in section 4.19 of the Supplement.

B. An applicant may request that a legal spouse be added to the account if they can provide their full name, date of birth, Social Security Number and United States Driver's License Number to establish credit. No other parties will be added to the account without a durable Power of Attorney.

C. This information will be searched in the customer service database. All outstanding charges found in the customer's name shall be paid prior to establishing service at any location within the Authority's service area. This includes account balances due on a previous account or at a previous service address that are delinquent or have been referred to the Authority's collection agency due to nonpayment. In addition, a security deposit may be required as stated in Section 5.7.

D. 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, which deposit shall be subject to the requirement in Section 5.7.

E. 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.

F. However, the Authority may require a security deposit from a subsequent customer for a rental property when any two (2) of the following conditions exist at the property within the previous thirty-six (36) months: 1) Water service was previously scheduled for discontinuance; 2) the bank has returned a check; 3) a previous account with the same service number was sent to the Authority's collection agency; or 4) the water service has been disconnected for nonpayment.

G. 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 the Authority that is past due. Water service will stay in the property owner's name until the property is sold or the outstanding balances have been paid in full.

H. 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 (releasing the Authority from all liability and responsibility for any losses or damages resulting from open connections or faulty plumbing) and the meter registers water use at the time of connection, the water service will remain disconnected, and the customer or his or her designee will be required to be at the property for reconnection of service.

I. 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.

J. When an account is closed and charges remain unpaid for three (3) weeks following the mailing of the closing bill, service may not be established in the delinquent customer's name at any location within the Authority's 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 Authority's service area, the charges owed on the closed account will be transferred to the new account and be subject to the Authority's delinquent notice and shut off process.

5.4. Payment of Bills

5.4.1. Payment and Location Options:

A. *Administration Office* – All water bills may be paid at or mailed to the office of the Authority at 505 Garrett Avenue, Chula Vista, California 91910.

B. *Convenience Store* – Water bills may be paid at any 7-11 (24/7) locations or CVS locations.

C. *Telephone* – Payments can be made with a credit card or electronic check (no additional charge) by calling 866-419-8408.

D. *Online* – To pay with an electronic check or credit card, please log-on to the Authority customer payment website. Follow instructions to make a one- time payment, or if interested sign-up for Automatic Payment. One-time payments will be reflected the next business day.

E. *Instructions for payment options* are on the back of customer water bills and also located on the Authority's website: www.sweetwater.org.

5.5. Billing Statement

5.5.1. Bill Mail Date and Due Date:

A. After water service has been provided to a customer pursuant to applicable rules, a bill shall be rendered at a time convenient to the Authority, but no later than nine (9) weeks after service is commenced.

B. The bill will normally be mailed on a Friday approximately one (1) week after the customer's meter is read.

C. Payment of the amount of the bill shall be due and payable within fourteen (14) days after the bill is mailed.

D. 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 11 of the Rates and Rules.

5.6. Discontinuance of Water Service

5.6.1. Water service charges are payable to the Authority once every two months or at such other frequency as determined by the Authority. All bills for water service are due and payable fourteen (14) calendar days after the mail date by the Authority. Any bills not paid within such period are considered delinquent. Once the bill is received, payment arrangements may be requested up until the time of disconnection on the 73rd day after the bill was mailed (see Section 2 for these alternatives).

5.6.2. After an account becomes delinquent, the following will occur:

A. On the 21st day after the water bill was mailed a reminder notice is mailed to the customer of record. In addition, the Authority will also send a notice to the actual occupants living at the service address under the following circumstances: Water is furnished by a master meter; water is furnished by an individual meter to a single-family dwelling, multi-unit residential structure mobile home or park, or farm labor camp and the owner, manager, or employer is the customer of record; or the customer of record's address is not the same as the service address. If service is provided by a master meter and the Authority is unable to provide notice to the occupants by mail, the Authority will make an alternative good faith effort to provide the notice to the occupants. The notice will inform the occupants that they have the right to become customers of the Authority without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the Authority are provided in Section 5.6.9.

B. Between the 45th and 50th day after the water bill was mailed, a second reminder notice is mailed to the customer of record and to the occupant if the bill remains unpaid.

C. Between the 61st and 66th day after the bill was mailed, an automated phone call and text message will be sent to the phone numbers on file informing the customer that their account is in a delinquent status, the water will be disconnected if it remains unpaid, a late fee may be assessed and that the customer may request a copy of this policy.

D. On the 71st day after the water bill was mailed, a late fee will be assessed to the account and a delinquent notice and a copy of this Policy will be left at a conspicuous place at the service address informing the occupant that service will be disconnected in forty-eight (48) hours due to non-payment of the water bill and a handling fee will be assessed to the account.

E. On the 74th day after the water bill was mailed, the Authority may disconnect water service for non-payment.

F. If the account remains unpaid for a full week, the account will be closed as of the date it was originally turned off for non-payment. Any new customer wanting to start water service may need to provide documentation satisfactory to the Authority showing that they were not responsible for any of the water used during the time period the account was in a delinquent status.

5.6.3. Circumstances Under Which Residential Water Service Will Not Be Disconnected:

A. Minimum Payments – The Authority will carry a maximum balance of seventy-five ($75.00) to the next water bill with no penalties or late fees.

B. The Authority will not discontinue service while a customer's payment is subject to an Authority-approved extension, amortization, or alternative payment schedule, and the customer remains in compliance with the approved payment arrangement. Prior to the 73rd day after the bill was mailed, the Authority may approve an extension, amortization or alternative payment arrangement for an outstanding balance with the understanding that all subsequent water bills must be kept current.

C. If a customer defaults on an Authority-approved extension, amortization or alternative payment arrangement, or fails to pay subsequent water bills while the payment arrangement is in place, the Authority may discontinue water service after posting a final notice of intent to

disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before disconnection of service.

D. If a customer defaults on an Authority-approved extension, amortization or alternative payment arrangement twice within a year, said customer will be ineligible to receive an extension, amortization or an alternative payment arrangement for one (1) year beginning on the date of the second default.

5.6.4. Subject to compliance with this section, the Authority will not discontinue water service under certain combined medical and financial circumstances.

A. The Authority will not discontinue water service if all the following conditions are met:

1) The customer, or a tenant of the customer, submits certification from a primary care provider that discontinuation of water service would be life threatening or pose a serious threat to the health and safety of a resident of the premises; and

2) The customer is financially unable to pay within a normal billing cycle. This can be shown by either (a) demonstrating that someone in the household is a recipient of one of the following programs:

- CalWORKs
- CalFresh general assistance
- Medi-Cal
- Supplemental Security Income/State Supplementary Payment Program
- California Special Supplemental Nutrition Program for Women, Infants and Children

or (b) declaring under penalty of perjury that household income is less than 200% of the federal poverty level; and

3) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, or alternative payment schedule with respect to the delinquent charges.

B. This section is subject to the following procedures and requirements:

1) For customers who meet all the above conditions, the Authority will offer one of the following options, to be selected by the Authority in its discretion: (1) an extension; (2) amortization of the outstanding balance; or (3) an alternative payment schedule.

2) The customer is responsible for demonstrating that the above conditions have been met. Upon receipt of documentation from the customer, the Authority will review the documentation within seven (7) days and either: (1) notify the customer of the alternative payment arrangement selected by the Authority and request the customer's signed assent to participate in that arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the above conditions.

3) The Authority may discontinue water service if a customer who has been granted a payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay the outstanding balance by the extension date; (b) to pay any amount under the amortization schedule; (c) to pay any amount due under the alternate payment schedule; or (d) to pay his or her current charges for water service. The Authority will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before disconnection of service. The final notice will not entitle the customer to any investigation or review by the Authority.

5.6.5. Disputing or Appealing a Water Bill:

A. A customer, by written request, may request a review of the water bill within seven (7) days of receiving said bill. While under review, the account will incur no late fees or penalties until the review is completed and the results are reported to the customer. The Authority will provide a written determination to the customer. The Authority may, in its discretion, review untimely requests; however, such requests are not subject to appeal.

B. Any customer whose timely request for review has resulted in an adverse determination by the Authority, may appeal the determination to the Governing Board by filing a written notice of appeal with the Authority's Board Secretary within ten (10) business days of the Authority mailing its determination. Upon receiving the notice of appeal, the Board Secretary will set the matter to be heard at a Governing Board meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Governing Board shall be final. In addition, the Authority will not discontinue water service while an appeal to the Authority's Governing Board is pending.

5.6.6. In a landlord-tenant situation the occupants can apply for water service pursuant to Section 5.6.9 of this Policy.

5.6.7. Restoration of Water Service:

A. Water service may be restored, with no reconnection fee, during regular business hours after payment is made in full in one of the following ways:

1) Payment is made at the Authority's Administration building.

2) Payment is made on-line and a confirmation number is provided and payment is verified by the Authority.

3) Payment is made over the telephone through the Authority's automated payment system and a confirmation number is provided and payment is verified by the Authority.

4) Cash payment is made through an Authority approved vendor and a confirmation number is provided and payment is verified by the Authority.

B. Water service may be restored after regular business, on weekends and holidays when the following occurs:

1) Payment is made as stated in Section 5.6.7. A, numbers 2 through 4.

2) The customer agrees to the after-hours fee in section 4.1 of the Supplement, which will be added to their next water bill.

5.6.8. Interest Waiver:

A. For residential customers who demonstrate a household income below 200 percent of the federal poverty line, the Authority will waive interest charges on delinquent bills once every 12 months. The Authority will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

B. The Authority will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh general assistance, Medi-Cal, Supplemental Security Income/State Supplemental Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children: or (b) the customer declares under penalty of perjury the household's annual income is less that 200 percent of the federal poverty level.

5.6.9. Procedures for Occupants or Tenants to Become Customers of the Authority:

A. This Section 5.6.9 only applies when a property owner, landlord, manager or operator of a residential service address is listed as the customer of

record and has been issued a notice of intent to discontinue water service for non-payment.

B. The Authority will make service available to the actual residential occupants if each occupant agrees to the terms and condition of service, including deposit requirements. However, if one or more occupants are willing to assume responsibility for subsequent charges to the account to the satisfaction of the Authority, or if there is a physical means, legally available to the Authority, of selectively discontinuing service to those occupants who have not met the requirements of the Authority's rules and regulations, the Authority shall make service available to occupants who have met those requirements.

C. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease, rental agreement, rent receipts, a government document indicating the occupant is renting the property, or information disclosed pursuant to section 1962 of the Civil Code, at the discretion of the Authority.

D. If prior service for a period of time is a condition for establishing good credit with the Authority, residence and proof of prompt rent payment for that period of time is a satisfactory equivalent.

5.6.10. Other Provisions:

A. In addition to discontinuation of water service, the Authority may pursue any other remedies available for non-payment of water service charges including but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections.

B. The Authority reserves the right to discontinue water service for any violation of Authority policies, rules or regulations other than non-payment.

5.6.11. Contact Information:

For customer questions or assistance regarding a water bill, the Authority's Customer Service staff can be reached at 619-420-1413. Customers may also visit the Authority's Customer Service section in person Monday through Friday from 8:00 a.m. to 5:00 p.m. except on Authority holidays.

5.7. Security Deposits

5.7.1. When a Security Deposit is Required:

A. A security deposit will be required if an applicant for service is unable to provide sufficient credit information.

B. Tenants who are the primary account holder will be required to pay a security deposit when a POAF cannot be obtained from the property owner.

C. 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.

D. The Authority reserves the right to require a security deposit from any customer who has been referred to the Authority's collection agency.

E. The security deposit will be assessed to the existing account upon discovery, regardless of when the account was referred to the collection agency. Refer to the Supplement for how the deposit is calculated.

F. 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.

G. The security deposit collected under this section will be applied to the customer's account at the time the account is closed.

5.8. Water Bill Adjustment

5.8.1. Authority and Board Action:

A. The General Manager or his or her designee, shall have the authority to compromise, and adjust payments and procedures established hereunder.

B. Adjustments are made pursuant to the One-Time Adjustments to Customers' Water Bills policy.

C. Unless approved by the General Manager, no extension of time to pay any delinquent account shall exceed twelve (12) months.

D. Any request to adjust a water bill by more than fifteen-hundred ($1,500) dollars, shall be presented to the Authority's Governing Board for consideration and action.

5.9. Advance Payment

The Authority 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).

5.10. Returned Payments

5.10.1. Personal Checks

A. Accounts will incur a returned payment charge when checks, automatic payments, and electronic checks are returned to the Authority by the bank. The returned payment charge is shown in the Supplement. The customer and/or maker of the check will be notified that the bank has returned his or her check.

B. The Authority will not accept future check, automatic payment, or electronic check from a customer when two (2) returned payment charges are incurred within a twelve (12) month period. The Authority will accept payment in the form of a check, automatic payments, or electronic check after one (1) year of satisfactorily fulfilled account payments.

C. If the account holder makes a check payment that is deemed to be fraudulent, a notation will be made to the customer's account indicating that no future check payments will be accepted on the account.

5.11. Credit Card/Electronic Check Payment

5.11.1. Chargebacks:

A. If the Authority 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.

B. After two (2) chargebacks, a notation will be made to the customer's account indicating that future credit card payments will not be accepted for a one (1) year period.

C. If the account holder makes a credit card transaction that is deemed to be fraudulent, a notation will be made to the customer's account indicating that no credit card payments will be accepted on the account for a period of ten (10) years from the date of the fraudulent payment.

5.12. After-Hours Service

5.12.1. Fees and Restoration:

A. The after-hours service fee, as shown in the Supplement, will be charged for a connection of water service outside of normal business hours.

B. Customers requesting restoration of water service that was a result of a delinquent water account must provide a payment confirmation number from the Authority's third-party payment processing vendor for service to be restored.

The after-hours service fee will be charged, but is not required to be paid prior to connection. The after-hour limitations stated in 5.12.1 also apply.

C. 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, the Authority will not send another representative to the property until proper arrangements have been made through the Customer Service section during regular business hours.

5.13. Emergency Shut-Off Service

5.13.1. Shut-off Valve:

A. The Authority 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.

B. In no event shall the customer attempt to operate the Authority's valves on the street side of the meter.

C. 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, the Authority will dispatch its personnel to turn off service at the

Authority's valve as soon as possible after receipt of the request. When the Authority is notified to restore service, the water will be turned on upon the availability of service personnel.

D. If a customer requires such emergency shut-off services from the Authority, outside of normal business hours, 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.

6. METER FAILURE AND ADJUSTMENT OF BILLS

6.1. Meter Test

6.1.1. A customer may request that the meter through which water service is rendered be tested for accuracy.

6.1.2. The customer shall place a deposit for a meter test with the Authority 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 (5%) percent above true registration, the deposit for the meter test will be retained by the Authority.

6.1.3. If the meter is found to register more than five (5%) percent above the true registration, another meter will be installed by the Authority, and the deposit for the meter test will be returned to the customer and an adjustment of water charges will be made.

6.1.4. 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.

6.1.5. 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.

7. RESALE OF WATER

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

8. 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.

9. AUTHORITY'S RIGHT OF INSPECTION AND ACCESS

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

10. UNAUTHORIZED REGULATION OF WATER

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

11. DAMAGE TO AUTHORITY PROPERTY

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

12. INTERRUPTION OF DELIVERY

In case of necessity, water may be shut off from the Authority'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.

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

14. MAILING LISTS AND OFFICE RECORDS

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

15. STATE LAWS

15.1. Protection of Public Water Supplies

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 the Authority's knowledge, tampering with Authority 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 7583-7605, et seq. Title 17, California Administrative Code
Regulations relating to cross-connections.

15.2. Corrective Actions

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

15.3. Unauthorized Use of Water

Unauthorized use of water through fire hydrants or other Authority 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 Authority's Supplement.

15.4. Civil Action for Damages

Civil Code Sections 1882-1882.6 permits the Authority to file a civil action for damages for the unauthorized taking of the Authority's water, illegal and unauthorized connections to any facilities owned or used by the Authority, or interference with Authority 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.

15.5. Violations

Any violation of the Authority'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 water service.

16. DROUGHT RESPONSE PLAN

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

17. AMENDMENTS

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