

# DIABLO WATER DISTRICT

## REGULATION NO. 7

### CONDITIONS OF WATER SERVICE

#### Section 1. Service Subject to District Regulations

Water service shall be furnished by the District in accordance with the regulations of the District from time to time adopted or amended by the District's Board of Directors. By applying for or receiving water service from the District, each applicant or customer covenants and agrees to be bound by and to comply with all regulations of the District from time to time in effect.

#### Section 2. New Services

No new water service shall be connected to the District's water distribution system unless each of the following conditions are met:

- a. The land to be served is within the corporate territory of the District.
- b. The District solely and conclusively determines that its water treatment, storage and distribution facilities, including, without limitation, reservoirs, looping mains and pumps, are of sufficient structure, location and capacity to provide permanently a safe, reliable and adequate water supply to the land to be served. In determining the sufficiency of existing facilities, the District may take into consideration any fact or circumstance it considers relevant including, without limitation, future water requirements of all land to be served through the facilities, flows needed for firefighting, and the effect the new service will have on the present customers of the District.
- c. There is a District water main of adequate capacity and pressure in a public street or easement satisfactory to the District that is adjacent to the land to be served.

- d. The customer makes an application for water service and pays the connection charges provided by Regulation No. 3. Applications for new service shall be supported by such data as the District shall reasonably require and is approved by the General Manager, including but not limited to:
- a map or legal description of the property to be served;
  - the business day service is to begin;
  - the billing name and mailing address of the applicant and/or co-applicant;
  - driver's license or tax identification number;
  - date of birth (for non-business customers);
  - a contact telephone number;
  - whether the applicant is the owner, property manager or tenant of the property;
  - information regarding the deposit; and
  - a signature of the main applicant taking responsibility for the payment of the District's fees, charges and rates.
- e. All service lines shall be installed in accordance with the District's standard specifications.
- f. If the service address is bank owned, the Water Service Retention Agreement for Bank Owned Homes must be completed by the bank or by a person who is contracted with the bank to represent the sale of the property. The deposit must be paid in advance by cashier's check, cash, credit card or money order. Water Service Retention Agreements for new service shall be supported by such data as the District shall reasonably require and is approved by the General Manager, including but not limited to:
- a map or legal description of the property to be served;
  - the billing name, company name and contact name;

- a contact telephone number;
- a mailing address for billing purposes;
- the business day service is to begin; and
- a signature of the applicant taking responsibility for the payment of the District's fees charges and rates.

### Section 3. Extensions and Enlargements of the District's Facilities

- a. The design, size, type and location of all facilities necessary to meet the conditions in paragraphs (b) and (c) of Section 2 hereof shall be determined solely and conclusively by the District taking into consideration such factors as anticipated future land uses and water requirements of the entire area that can be supplied economically by the facilities and desirability of looping mains to provide multiple sources of water and multiple routes to move water to points of use. Mains shall be extended to the end of new street paving when such extension is required by the County or a city.
- b. All extensions and enlargements of the District's facilities shall be constructed in accordance with plans and specifications approved in writing by the District's general manager or engineer prior to commencement of construction.

### Section 4. Non-liability of the District

The District will exercise reasonable care and diligence to deliver to its customers a continuous and sufficient supply of water under proper pressure at the meter. However, the District is not, and will not be, liable for any loss, damage or inconvenience to any person by reason of shortage, insufficiency, suspension or discontinuance of water service or the increase or decrease of water pressure, when the same is caused by an act of God, and unavoidable accident, a disturbance or condition of any kind beyond the reasonable control of the District, or when the same is reasonably necessary for the repair, maintenance, alteration or extension of any of the District's facilities.

Section 5. Customer's Responsibility for Water Delivered

Title to water furnished by the District, the risk of loss thereof and full responsibility for the carriage, handling, storage, disposal and use thereof shall pass from the District to the water user at the outlet of a District meter, the operating stem (on/off) of a fire hydrant or the outlet of a backflow device.

Section 6. Access to and Non-Obstruction of Facilities

- a. By applying for or receiving water service from the District, each customer irrevocably licenses the District and its authorized employees and agents to enter upon the customer's property at reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the District's meters, valves, backflow prevention devices, and other District facilities on or adjacent to the customer's property.
- b. If an obstruction of a meter or other District facility on or adjacent to a customer's property prevents convenient reading or servicing of the facility, the District may deliver written notice to the property served, or to the address for billing service to the property, to remove the obstruction within a stated number of days not less than ten. If the customer fails to do so the District may thereafter cause the obstruction to be removed and its costs and expenses thereby incurred, including overhead, shall be charged to the customer.

Section 7. Service Interruption

The District reserves the right at any and all times to shut off water delivery for the purpose of maintenance, making repairs and alterations to its system. Wherever possible, advance notice of interruption of services will be given to all water users affected.

Section 8. Disconnection of Service by the District

- a. Reasons for disconnection

The District reserves the right to disconnect any service line or other connection to its water distribution system and to discontinue water service for any of the following reasons: The

District or a State or County health officer finds that there exists a condition hazardous to the health or safety of the customer or any water user of the District;

- The customer fails to comply with any Regulation of the District;
- The service is being furnished without a proper application or under a false or fraudulent application;
- There is evidence of unlawful tampering or interference with the District's facilities by the customer;
- If after investigation, the State Water Resources Control Board, the California Department of Water Resources, or the District finds that water furnished through the connection is being wasted or that the use or method of use of the water is unreasonable;
- The customer fails, after request by the District, to remove any obstruction that prevents convenient reading of the customer's meter;
- The customer fails to pay any bill for any rate or charge due to the District within 60 days after the bill date.

b. Timing of Disconnection

- No advance notice need be given if the purpose of the disconnection is to remove or prevent a hazard to health or safety.
- For residential customers not on an amortization agreement, no less than seven days prior to disconnecting a service, the District shall give the customer advance notice via phone or mail of its intention to do so, of the reason therefor.
- For residential customers on an amortization agreement that fail to comply with the agreement or that do not pay their current bill, service may be discontinued no

sooner than five business days after a final notice of intent to disconnect service is posted in a prominent and conspicuous location at the property.

c. Disconnection Notice Languages

The notice of discontinuation of residential service for nonpayment is available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in the District's service area.

d. Notice of Disconnection

1. The customer shall be offered the District's written policy (this Regulation) on discontinuation of residential service for nonpayment and options discussed to avert discontinuation of residential service for nonpayment, including, but not limited to: alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
2. Written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice shall also be sent to the address of the property to which residential service is provided, addressed to "Occupant." Upon mailing this notice, a fee of \$10 shall be added to the customer's account. The notice shall include, but is not limited to, all of the following information in a clear and legible format:
  - The customer's name and address.
  - The amount of the delinquency.
  - The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
  - A description of the process to apply for an extension of time to pay the delinquent

charges.

- A description of the procedure for petitions for bill review and appeal.
  - A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.
  - A description of how to request a reconnection should water service be turned off.
3. If unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, a good faith effort will be made to visit the residence and leave a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.
  4. If an adult at the residence appeals the water bill, via the District's available appeal form, residential service will not be discontinued while the appeal is pending.
  5. If payment is not made by close of business on the final notice due date, a fee of \$30 shall be added to the customer's account for staff time and material preparation of the final disconnection notice.

e. Limits to Disconnection

Residential water service shall not be discontinued for nonpayment if **all** the following conditions are met:

1. The customer, or a tenant of the customer, submits to the District, the certification of a primary care provider that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
2. The customer demonstrates that he or she is financially unable to pay for residential

service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares in writing, on a District provided form, that the household's annual income is less than 200 percent of the federal poverty level.

3. Customer is willing to enter into an amortization agreement (not to exceed 12 months)
  - At the sole discretion of the District an alternative payment schedule or reduced payment may be offered.

f. Reestablishment of Water Service

1. Residential customers that have a household annual income less than 200 percent of the Federal Poverty Level (FPL) income limits (*any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level*), are automatically eligible for both of the following discounts:
  - Reconnection of service fee for reconnection during normal operating hours will not exceed fifty dollars (\$50), or the actual cost of reconnection if it is less.
  - For the reconnection of residential service during non-operational hours, the fee shall be set at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less.

- Waive interest charges on delinquent bills once every 12 months.
2. All other residential customers:
- Reconnection of service fee for reconnection during normal operating hours is \$35.
  - For the reconnection of residential service during nonoperational hours, the fee shall be set at \$300.
  - Waive interest charges on delinquent bills once every 12 months.

g. Disconnection Involving Landlords and Tenants

1. When the District is notified prior to shutoff that a tenant legally occupies the residence, the District shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears at least 10 days prior to the termination. The written notice shall inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
  - Once notified of the relationship the District will give notice of termination at least seven days prior to the proposed termination.
2. The District will only make service available to the residential occupants when each residential occupant agrees to the terms and conditions of service and meets all other District requirements to establish water service.
3. In a multi-family property, if one or more of the residential occupants are legally willing and able to assume responsibility for the subsequent charges to the account and agree to meet all other District requirements to establish water service, water service will be made available.
4. In order for the amount due on the delinquent account to be waived, the occupant who becomes the customer must 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 or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

h. Disconnection Reporting

1. Annually, a report showing the number of annual discontinuations of residential service for inability to pay will be posted to the District's website.
2. The Board will also receive the report.

Section 9. Place of Use of Water; Resale Prohibited

Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any premise other than that specified in his application for service, nor shall any customer resell any water furnished by the District.

Section 10. Electric Grounds

No electric circuit shall be grounded to the District's facilities or to any plumbing or metal in contiguity therewith. Any person who makes, or permits to be made, such connection will be liable for damages to the District's facilities and for personal injury resulting therefrom.

Section 11. Disconnection of Service at the Request of the Customer

The customer responsible for the water bill must submit a Request to Disconnect Water service form in order to disconnect their service. The customer is responsible for all charges incurred up through the first business day that the Request to Disconnect Water service form has been received and processed by the District. Request to Disconnect Water service forms shall be supported by such information as the District shall reasonably require and is approved by the General Manager, including but not limited to:

- requested disconnect date on a business day;
- billing names on account;

- service address to be disconnected;
- the name of the person requesting the service to be disconnected;
- a contact telephone number;
- the date-of-birth of the person requesting the service to be disconnected;
- the driver's license number of the person requesting the service to be disconnected;
- a forwarding address; and
- a signature and date of the person requesting the service to be disconnected.