

**Volume**

**1**

VILLA GRANDE

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Domestic Water Improvement District

# Customer Service Policy Guide

WATER SERVICE AND INSTALLATION

# Customer Service Policy Guide

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**T**o ensure fair and equitable treatment for all customers and to prevent problems or misunderstandings, the following are the policies adopted by the Board of Directors of the Villa Grande Water Improvement District (DWID). These policies shall be the prevailing authority regarding any business transactions between DWID and its present or future customers. These policies will of course be amended from time to time in order to answer questions not yet thought of and in order to stay current with the times.

## **Board of Directors**

Bernie Vargas, Chairman

Allen Grant, Vice Chairman

Raymond Roerdink, Clerk

Cauy Washburn

Terry Eickstaedt

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## Definitions

In this Guide, unless the context otherwise requires, the following definitions shall apply:

1. **Advance in aid of construction:** Funds provided to DWID by the applicant under the terms of a main extension agreement the value of which may be refundable.
2. **Applicant:** A person requesting DWID to supply water service.
3. **Application:** A request to DWID for water service, as distinguished from an inquiry as to the availability or charges for such service.
4. **Billing month:** The period between any 2 regular readings of DWID's meters at approximately 30-day intervals.
5. **Billing period:** The time interval between 2 consecutive meter readings that are taken for billing purposes.
6. **Commodity charge:** The unit of cost per billed usage, as set forth in DWID's tariffs or rate schedules.
7. **Contiguous:** Common, ordinary and approved meaning. In actual close contact; touching; bounded or traversed by.
8. **Contributions in aid of construction:** Funds provided to DWID by the applicant under the terms of a main extension agreement and/or service connection tariff the value of which are not refundable.
9. **Customer:** The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.
10. **Customer charge:** The amount the customers must pay DWID for the availability of water service, excluding any water used, as specified in DWID's tariffs.
11. **Day:** Calendar day.
12. **Distribution main:** A water main of the utility from which service connections may be extended to customers.
13. **DWID:** The Villa Grande Domestic Water Improvement District, a duly authorized water improvement district providing water service to the public in compliance with local, state and federal laws.
14. **Interruptible water service:** Water service that is subject to interruption or curtailment.
15. **Main extension:** The mains and ancillary equipment necessary to extend the existing water distribution system to provide service to additional customer(s).
16. **Master meter:** A meter for measuring or recording the flow of water at a single location where said water is transported through an underground piping system to tenants or occupants for their individual consumption.
17. **Meter:** The instrument for measuring and indicating or recording the volume of water that has passed through it.

18. **Meter tampering:** A situation where a meter has been illegally altered. Common examples are meter-bypassing, use of magnets to slow the meter recording, and broken meter seals.
19. **Minimum charge:** The amount the customer must pay for the availability of water service, including an amount of usage, as specified in DWID's tariffs.
20. **Minimum delivery pressure:** 20 pounds per square inch gauge at the meter or point of delivery.
21. **Permanent customer:** A customer who is a tenant or owner of a service location who applies for and receives water service.
22. **Permanent service:** Service which, in the opinion of DWID, is of a permanent and established character. The use of water may be continuous, intermittent, or seasonal in nature.
23. **Person:** Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
24. **Point of delivery:** The point where facilities owned, leased, or under license by a customer, connect to DWID's pipes or at the outlet side of the meter.
25. **Premises:** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railroads.
26. **Residential subdivision development:** Any tract of land which has been divided into 4 or more contiguous lots for use for the construction of residential buildings or permanent mobile homes for either single or multiple occupancy.
27. **Residential use:** Service to customer using water for domestic purposes such as personal consumption, water heating, cooking, and other residential uses.
28. **Rules:** The regulations set forth in the tariffs, which apply to the provision of water service for DWID.
29. **Service area:** The territory in which DWID has been granted authority to operate and is authorized by the Pinal County Board of Supervisors to provide water service.
30. **Service establishment charge:** The charge as specified in DWID's tariffs, which covers the cost of establishing a new account.
31. **Service line:** A water line that transports water from a common source (normally a distribution main) of supply to the customer's point of delivery.
32. **Service reconnect charge:** The charge as specified in DWID's tariffs which must be paid by the customer prior to reestablishment of water service each time the water is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with DWID's fixed rules.
33. **Service reestablishment charge:** A charge as specified in DWID's tariffs for service at the same location where the same customer had ordered a service disconnection within the preceding 12-month period.
34. **Single family dwelling:** A house, an apartment, a mobile home, a townhouse permanently affixed to a lot, or any other permanent residential unit which is legally used as a permanent home.

## **CUSTOMER SERVICE POLICY GUIDE**

35. **Tariffs:** Documents which list the services and products offered by DWID and which set forth the terms and conditions and a schedule of the rates and charges for those services and products. The documents are published and adopted at a public hearing and passed by the Board of Supervisors.
  
36. **Temporary service:** Service to premises or enterprises, which are temporary in character, or where it is known in advance that the service will be of limited duration. Service, which, in the opinion of DWID, is for operations of a speculative character, is also considered a temporary service.



## Establishment of Service for Customers

*The rules and charges governing your initial contact with your water company.*

### Information from new applicants

DWID may obtain the following minimum information from each new applicant for service:

1. Name or names of applicant(s).
2. Service address or location and telephone number.
3. Billing address/telephone number, if different than service address.
4. Address where service was provided previously.
5. Date applicant will be ready for service.
6. Indication of whether premises have been supplied with water service previously.
7. Purpose for which service is to be used.
8. Indication of whether applicant is owner or tenant of or agent for the premises. If applicant is a tenant, a copy of the rental agreement or lease must be provided.
9. DWID will require a new applicant for service to appear at the designated place of business to produce proof of identity and sign DWID's application form.
10. Where service is requested by 2 or more individuals DWID shall have the right to collect the full amount owed from any 1 of the applicants.



## **Deposits**

DWID shall require a deposit from any new applicant for service.

1. When requested a nonnegotiable receipt will be issued to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on DWID's records.
2. The deposit shall be non-interest bearing
3. Residential owners deposits shall be refunded within 30 days after 12 consecutive months of service without being delinquent in the payment of water bills provided DWID may reestablish the deposit if the customer becomes delinquent in the payment of bills 2 or more times within a 12 consecutive month period.
4. Residential tenants deposits shall be refunded within 30 days after discontinuance of service when the customer has paid outstanding amounts due DWID.
5. Upon discontinuance of service, the deposit may be applied by DWID toward settlement of the customer's bill.
6. A separate deposit may be required for each meter installed.

## **Grounds for Refusal of Service**

DWID may refuse to establish service if any of the following conditions exist:

1. The applicant has an outstanding amount due for the same class of utility and the applicant is unwilling to make arrangements with the utility for payment.
2. A condition exists which in DWID's judgment is unsafe or hazardous to the applicant, the general population, or DWID's personnel or facilities.
3. Refusal by the applicant to provide the utility with a deposit.
4. Customer is known to be in violation of DWID's rules and tariffs.
5. Failure of the customer to furnish such funds, service, equipment, and/or rights-of-way necessary to serve the customer and which have been specified by DWID as a condition for providing service.
6. Applicant falsifies his or her identity for the purpose of obtaining service.

## **Establishment or Reconnection**

DWID may make a charge, as approved in its tariffs, for the establishment, reestablishment, or reconnection of water services.

1. Should service be established during a period other than regular working hours at the customer's request, the customer may be required to pay an after-hour charge for the service connection.
2. For the purpose of this rule, service establishments are where the customer's facilities are ready and acceptable to DWID and DWID needs only to install a meter, read a meter, or turn the service on.
3. The customer will be required to pay the reconnection fee (according to the current rate schedule) when disconnected for non-payment along with the past due amount before water service is restored.

## **Temporary Service**

Applicants for temporary service may be required to pay DWID, in advance of service establishment, the estimated cost of installing and removing the facilities necessary for furnishing the desired service.

1. Where the duration of service is to be less than 1 month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.
2. Where the duration of service is to exceed 1 month, the applicant may also be required to meet the deposit requirements of the utility.
3. If at any time during the term of the agreement for service the character of a temporary customer's operations changes so that in the opinion of DWID the customer is classified as permanent, the terms of DWID's main extension rules shall apply.

## Minimum Customer Information Requirements

*How your water company will handle your requests for information*

### Information for customers

DWID shall make available upon customer request not later than 30 days from the date of request a concise summary of the rate schedule applied for by such customer. The summary shall include the following:

1. Monthly minimum or customer charge, identifying the amount of the charge and the specific amount of usage included in the minimum charge, where applicable.
2. Rate blocks, where applicable.
3. Any adjustment factor(s) and method of calculation.

DWID shall to the extent practical help the customer identify the rate schedule most advantageous prior to service commencement.

In addition, DWID shall make available upon request not later than 30 days from the date of request a copy of the Customer Service Policy Guide of rules and regulations governing:

1. Deposits
2. Terminations of service
3. Billing and collection
4. Complaint handling

## **CUSTOMER SERVICE POLICY GUIDE**

DWID upon written request of a customer shall transmit a concise statement of actual consumption by such customer for each billing period during the prior 12 month unless such data is not reasonably ascertainable.

DWID shall inform all new customers of their rights to obtain the information specified above.

### **Information Required Due to Changes**

DWID shall transmit to affected customers by the most economic means available a concise summary of any change in DWID's tariffs or rate schedules affecting those customers.

This information shall be transmitted to the affected customer within 60 days of the effective date of the change.

## Service Connections and Establishments

*The construction phase of your water service*

### Priority and Timing of Service

After an applicant has complied with DWID's application and deposit requirements and has been accepted for service by the utility, DWID shall schedule that customer for service connection and/or establishment.

Service establishments shall be scheduled for completion within 5 working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the 5 working day limitation.

When DWID has made arrangements to meet with a customer for service establishment purposes and the utility or the customer cannot make the appointment during the prearranged time, the utility shall reschedule the service establishment to the satisfaction of both parties.

DWID shall schedule service establishment appointments within a maximum range of 8 hours during normal working hours, unless another time frame is mutually acceptable to DWID and the customer

Only DWID qualified service personnel shall make service establishments.

For the purposes of this rule, service establishments are where the customer's facilities are ready and acceptable to DWID and DWID needs only to install or read a meter or turn the service on.

## **Service Lines**

An applicant for service shall be responsible for the cost of installing all customer piping up to the meter.

An applicant for service shall pay to DWID as a contribution in aid of construction the sum as set forth in DWID's tariff for each size service and meter.

Where service is being provided for the 1<sup>st</sup> time, the customer shall provide and maintain a private double check valve within 18 inches of the meter on the customer's side of the meter, and DWID shall provide locking cutoff valve on the utility's side of such meter.

DWID may install its meter at the property line or, at DWID's option, on the customer's property in a location mutually agreed upon.

Where the meter or service line location on the customer's premises is changed at the request of the customer or due to alterations on the customer's premises, the customer shall provide and have installed at his expense all piping necessary for relocating the meter and DWID may make a charge for moving the meter and/or service line.

The customer's lines or piping must be installed in such a manner as to prevent cross-connection or backflow.

## **Easements and Rights-of Way**

Each customer shall grant adequate easement and right-of-way satisfactory to DWID to ensure that customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for DWID to refuse service.

When DWID discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with DWID's access to equipment, DWID shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense.

## Main Extension Agreements

*Compliance with the provisions of the rules*

### Entering Into an Agreement

DWID entering into a main extension agreement shall comply with the provisions of this rule, which specifically defines the conditions governing main extensions.

### Applicant for Extension

An applicant for the extension of mains may be required to pay to DWID, as a refundable advance in aid of construction, before construction is commenced, the estimated reasonable cost of all mains, including all valves and fittings.

1. In the event that additional facilities are required to provide pressure, storage or water supply, exclusively for the new service or services requested, and the cost of the additional facilities is disproportionate to anticipated revenues to be derived from future consumers using these facilities, the estimated reasonable cost of such additional facilities may be included in refundable advances in aid of construction to be paid to DWID.
2. Upon request by a potential applicant for a main extension, DWID shall prepare, without charge, a preliminary sketch and rough estimate of the cost of installation to be paid by said applicant. Any applicant for a main extension requesting DWID to prepare detailed plans, specifications, or cost estimates may be required to deposit with DWID an amount equal to the estimated cost of preparation. The utility shall, upon request, make available within 45 days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed main extension. Where the applicant accepts utility construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. If the extension is to include over sizing of facilities to be done at



DWID's expense, appropriate details shall be set forth in the plans, specifications and cost estimates.

3. When DWID requires an applicant to advance funds for a main extension, DWID shall furnish the applicant with a copy of the Policy Guide rules on main extension agreements prior to the applicant's acceptance of DWID's extension agreement.
4. In the event DWID's actual cost of construction is less than the amount advanced by the customer, DWID shall make a refund to the applicant within 30 days after the completion of the construction or DWID's receipt of invoices related to that construction.
5. The provisions of this rule apply on to those applicants who in DWID's judgment will be permanent customers of the utility. Applications for temporary service shall be governed by the rules concerning temporary service applications.

## **Written Agreement Requirements**

Each main extension agreement shall include the following information:

1. Name and address of applicant(s)
2. Proposed service address
3. Description of requested service
4. Description and map of the requested line extension
5. Itemized cost estimate to include materials, labor, and costs as necessary
6. Payment terms
7. A clear and concise explanation of any refunding provisions, if applicable
8. DWID's estimated start date and completion date for construction of the main extension

Each applicant shall be provided with a copy of the written main extension agreement.

## **Refunds of Advances**

Refunds of advances made pursuant to this rule shall be made in accord with the following method:

## **CUSTOMER SERVICE POLICY GUIDE**

1. DWID shall each year pay to the party making an advance under a main extension agreement, or that party's assignees or succession, a minimum amount equal to 10% of the total gross annual revenue from water sales to each bona fide customer whose service line is connected to mainlines covered by the main extension agreement, for a period of not less than 10 years.
2. Refunds shall be made by DWID on or before the 31<sup>st</sup> day of August of each year, covering any refunds owing from water revenues received during the preceding July 1<sup>st</sup> to June 30<sup>th</sup> period.
3. A balance remaining at the end of the ten-year period set out shall become non-refundable, in which case the balance not refunded shall be entered as a contribution in aid of construction in the accounts of DWID, however, agreements under this general order may provide that any balance of the amount advanced thereunder remaining at the end of the 10 year period set out, shall thereafter remain payable in whole or in part and in such manner as set forth in the agreement.
4. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall be paid by DWID on any amounts advanced.
5. DWID shall make no refunds from any revenue received from any lines, other than customer service lines, leading up to or taking off from the particular main extension covered by this agreement.
6. Amounts advanced in aid of construction of main extensions shall be refunded in accord with the rules in force and effect on the date the agreement therefore was executed. All costs under main extension agreements entered into after the adoption of this rule shall be refunded as provided herein.

### **DWID Transfer Approval**

DWID will not enter into a voluntary transfer of its assets where DWID has entered into a main extension agreement, unless it is demonstrated that DWID has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay DWID's obligations under such agreement.

### **Written Statement of Agreement**

All agreements entered into under this rule shall be evidenced by a written statement, and signed by DWID Board of Directors and the parties advancing the funds for advances in aid under this rule or the duly authorized agents of each.

## **Manner of Construction**

The size, design, type and quality of materials of the system installed under this rule, location in the ground and the manner of installation, shall be specified by DWID, and shall be in accord with the requirements of DWID or other public agencies having authority therein. DWID may install main extensions of any diameter meeting the requirements of DWID or any other public agencies having authority over the construction and operation of the water system and mains, except individual main extensions, shall comply with and conform to the following minimum specifications:

1. 150 p.s.i. working pressure rating and
2. 6" standard diameter

However, single residential customer advances in aid of construction shall not exceed the reasonable cost of construction of the 6-inch diameter main extension.

All pipelines, valves, fittings, wells, tanks or other facilities installed under this rule shall be the sole property of DWID, and parties making advances in aid of construction under this rule shall have no right, title or interest in any such facilities.

## **Scheduling Main Extensions**

DWID shall schedule all new requests for main extension agreements, and for service under main extension agreements, promptly and in the order received.

An applicant for service seeking to enter into a main extension agreement may request that DWID include on a list of contractors from whom bids will be solicited, the name(s) of any bonded contractor(s), provided that all bids shall be submitted by the bid date stipulated by the utility. If a lower bid is thus obtained or if a bid is obtained at an equal price and with a more appropriate time of performance, and if such bid contemplates conformity with DWID's requirements and specifications, DWID shall be required to meet the terms and conditions of the bid proffered, or to enter into a construction contract with the contractor proffering such bid. Performance bond in the total amount of the contract may be required by DWID from the contractor prior to construction.

Any discounts obtained by DWID from contracts terminated under this rule shall be accounted for by credits to the appropriate account as Contributions in Aid of Construction.

All agreements under this rule shall be filed with and approved by the Arizona Department of Health Services. No agreement shall be approved unless accompanied by a Certificate of Approval to Construct as issued by the Arizona Department of Health Services. Where agreements for main extensions are not filed and approved, the refundable advance shall be immediately due and payable to the person making the advance.

## Provision of Service

*The responsibility of the parties.*

### **DWID Responsibility.**

DWID shall be responsible for providing potable water to the customer's point of delivery.

### **Customer Responsibility**

Each customer shall be responsible for the following:

1. Maintaining all facilities on the customer's side of the point of delivery in a safe and efficient manner and in accordance with the rules of the state Department of Health.
2. Safeguarding all DWID property installed in or on the customer's premises for the purpose of supplying water to the customer.
3. Exercising all reasonable care to prevent loss or damage to utility property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to utility property on the customer's premises arising from neglect, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.
4. Payment for any equipment damage resulting from unauthorized breaking of seals, interfering, tampering or bypassing the utility meter.
5. Notifying DWID of any failure identified in DWID's equipment.
6. Water furnished by DWID shall be used only on the customer's premises and shall not be resold to any other person.

7. During critical water conditions, as determined by DWID, local, state or federal authorities, the customer shall use water only for those purposes specified by DWID. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

## **Continuity of Service**

DWID shall make reasonable efforts to supply a satisfactory and continuous level of service. However, no utility shall be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

1. Any cause against which DWID could not have reasonable foreseen or made provision for, i.e., force majeure
2. Intentional service interruptions to make repairs or perform routine maintenance.
3. Curtailment

## **Service Interruptions**

DWID shall make reasonable efforts to have as few interruptions to service as possible. When service is interrupted, the following rules shall apply:

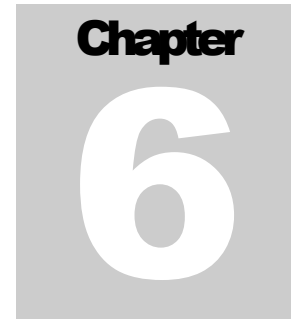
1. DWID shall make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
2. DWID shall make reasonable provisions to meet emergencies resulting from failure of service, and shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.
3. In the event of a national emergency or local disaster resulting in disruption of normal service, DWID may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
4. When DWID plans to interrupt service for more than 4 hours to perform necessary repairs or maintenance, DWID shall attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the utility.

## **Minimum Delivery Pressure**

DWID shall maintain a minimum standard delivery pressure of 20 pounds per square inch gauge (PSIG) at the customer's meter or point of delivery.

## **Construction Standards**

DWID shall construct all facilities in accordance with the guidelines established by the state Department of Health Services.



## Meter Reading

### Frequency

Each meter shall be read monthly on as close to the same day as practical

### Measuring of Service

All water delivered by DWID shall be billed upon the basis of metered volume sales except that DWID may, at its option, provide a fixed charged schedule for the following:

1. Temporary service where the water use can be readily estimated
2. Public and private fire protection service
3. Water used for street sprinkling and sewer flushing, when provided for by contract between DWID and the municipality or other local government authority.
4. Other fixed charge schedules

When there is more than 1 meter at a location, the metering equipment shall be so tagged or plainly marked as to indicate the facilities being metered.

### Customer Requested Rereads

DWID shall at the request of a customer reread the customer's meter within 10 working days after such request by customer.

Any rereads shall be charged to the customer at a rate on file in DWID's tariffs, provided that the original reading was not in error.

When a reading is found to be in error, the reread shall be at no charge to the customer.

## **Access to Customer Premises**

DWID shall have the right of safe ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with DWID's property used in furnishing service and the exercise of any and all rights secured to it by law or these rules.

## **Meter Testing and Maintenance Program**

DWID shall establish a regular program of meter testing taking into account the following factors:

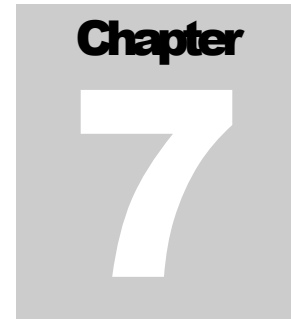
1. Size of meter
2. Age of meter
3. Consumption
4. Characteristics of water

## **Customer Requested Meter Tests**

DWID shall test a meter upon customer request and DWID shall be authorized to charge the customer for such meter test according to the tariff on file and approve at public hearing.

However, if the meter is found to be in error by more than 3%, no meter-testing fee will be charged to the customer.





## Billing and Collection

### Frequency and Estimated Bills

DWID shall bill monthly for services rendered in accord with the following:

1. Meter readings shall be scheduled for periods of not less than 25 days or more than 35 days.
2. If DWID is unable to read the meter on the scheduled meter read date, DWID will estimate the consumption for the billing period giving consideration to the following factors where applicable:
  - a. The customer's usage during the same month of the previous year
  - b. The amount of usage during the preceding month
3. After the 2<sup>nd</sup> consecutive month of estimating the customer's bill for reasons other than severe weather, DWID will attempt to secure an accurate reading of the meter.
4. Failure on the part of the customer to comply with a reasonable request by the utility for access to its meter may lead to the discontinuance of service.
5. Estimated bills will be issued only under the following conditions:
  - a. Severe weather conditions which prevent DWID from reading the meter
  - b. Circumstances that make it dangerous or impossible to read the meter, i.e., locked gates, blocked meters, vicious or dangerous animals, etc.
  - c. Failure of a customer who read his own meter to deliver his meter reading to DWID in accordance with the requirements of DWID billing cycle.

- d. A defective meter.
6. Each bill based on estimated usage will indicate that it is an estimated bill.

## **Combining Meters, Bill Information**

Each meter at a customer's premises will be considered separately for billing purposes, and the readings of 2 or more meters will not be combined.

Each bill for residential service will contain the following minimum information:

1. Date and meter reading at the start of billing period
2. Previous month's meter reading
3. Billed usage
4. DWID telephone number
5. Customer's name
6. Service account number or lot number
7. Amount due and due date
8. Past due amount (where appropriate)
9. Adjustment factor, where applicable
10. Other approved tariff charges

## **Billing Terms**

All bills for services are due and payable when rendered. Any payment not received within 20 days from the date the bill was rendered shall be considered delinquent.

For purposes of the rule, the date a bill is rendered may be evidenced by:

1. The hand delivery date
2. The postmark date
3. The mailing date:

## CUSTOMER SERVICE POLICY GUIDE

- a. Certified mail
- b. Certificate of mailing

All delinquent bills shall be subject to the provisions of DWID's termination procedures as set forth in this Guide in Chapter 8.

All payments shall be made at or mailed to the office of DWID or to DWID's duly authorized representative.

Each customer shall be billed under the applicable rate schedule indicated in the customer's application for service.

DWID shall make provisions for advance payment for utility services.

Failure to receive bills or notices that have been hand delivered or which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the customer of his obligations therein.

Charges for service commence when the service is installed and connection made, whether used or not.

In addition to the collection of regular rates, DWID may collect from its customers a proportionate share of any privilege, sales or use tax.

### **Meter Error Corrections**

If any meter after testing is found to be more than 3% in error, either fast or slow, proper correction between 3% and the amount of the error shall be made of previous readings and adjusted bills shall be rendered according to the following terms:

1. For the period of 3 months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding 3 months since the meter shall have been shown to be in error by such test, or
2. From the date the error occurred, if the date of the cause can be definitely fixed.

No adjustment shall be made by DWID except to the customer last serviced by the meter tested.

## **Insufficient Funds (NSF) Checks**

DWID shall be allowed to recover a fee, as approved by public hearing and the Board of Supervisors for each instance where a customer tenders payment for utility service with an insufficient funds check.

When DWID is notified by the treasurer's office that there are insufficient funds to cover the check tendered for utility service, DWID may require the customer to make payment in cash, by money order, certified check, or other means which guarantee the customer's payment to DWID.

A customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to DWID under the original terms of the bill nor defer DWID's provision for termination of service for nonpayment of bills.

## **Deferred Payment Plan**

DWID may, prior to termination, offer to qualifying residential customers a deferred payment plan for the customer to retire unpaid bills for utility service.

Each deferred payment agreement entered into by DWID and the customer due to the customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

1. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
2. Customer agrees to pay all future bills for water service in accordance with the billing and collection tariffs of DWID.
3. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed 6 months.

For the purposes of determining a reasonable installment payment schedule under these rules, DWID and the customer shall give consideration to the following conditions:

1. Size of the delinquent account
2. Customer's ability to pay
3. Customer's payment history
4. Length of time that the debt has been outstanding
5. Any other relevant factors related to the circumstances of the customer

## **CUSTOMER SERVICE POLICY GUIDE**

Any customer who desires to enter into a deferred payment agreement shall establish such agreement prior to DWID's scheduled termination date for nonpayment of bills; customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent DWID from discontinuing service for nonpayment.

Deferred payment agreements may be in writing and may be signed by the customer and an authorized DWID representative.

A deferred payment agreement may include a finance charge as approved by public hearing in a rate schedule for late payments.

If a customer has not fulfilled the terms of a deferred payment agreement, DWID shall have the right to disconnect service pursuant to DWID's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

### **Change of Occupancy**

Not less than 3 working days advance notice must be given in person, in writing, or by telephone at DWID's office to discontinue service or to change occupancy.

The outgoing party shall be responsible for all utility service provided and/or consumed up to the scheduled turn-off date.

### **Landlord Agreement**

When a Landlord agreement is in place with DWID, after a tenant's turn-off date the service will revert to the Landlord without a break in service until such time as DWID is given notice to discontinue service or is presented with a new applicant.

## Termination of Service

*The requirements for disconnecting service*

### Non-permissible Reasons to Disconnect

DWID may not disconnect service for any of the reasons stated below:

1. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises or where the prior customer was the landlord or agent.
2. Failure of the customer to pay for services or equipment which are not regulated by this Guide.
3. Nonpayment of a bill related to another class of service.
4. Failure to pay for a bill to correct a previous under billing due to an inaccurate meter or meter failure if the customer agrees to pay over a reasonable period of time.

### Termination of Service Without Notice

Water service may be disconnected without advance written notice under the following conditions:

1. The existence of an obvious hazard to the safety or health of the consumer or the general population.
2. DWID has evidence of meter tampering or fraud.
3. Unauthorized resale or use of water services.

4. Failure of a customer to comply with the curtailment procedures imposed by DWID during supply shortages.

DWID shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of DWID.

DWID shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of 1 year and shall be available for inspection by responsible parties approved by DWID.

## **Termination of Service With Notice**

DWID may disconnect service to any customer for any reason stated below provided the utility has met the notice requirements established by this Guide.

1. Customer violation of any of DWID's approved tariffs and/or violation of DWID's rules and regulations.
2. Failure of the customer to pay a delinquent bill for water service.
3. Failure to meet or maintain DWID's credit and deposit requirements.
4. Failure of the customer to provide DWID reasonable access to its equipment and property.
5. Customer breach of a written contract for service between the utility and customer.
6. When necessary for DWID to comply with an order of any governmental agency having such jurisdiction.

DWID shall maintain a record of all terminations of service with notice. This record shall be maintained for 1 year and be available for inspection by responsible parties approved by a representative of DWID.

## **Termination Notice Requirements**

DWID shall not terminate service to any of its customers without providing advance written notice to the customer of the utility's intent to disconnect service, except under those conditions specified where advance written notice is not required.

Such advance written notice shall contain, at a minimum, the following information:

1. The name of the person whose service is to be terminated and the address where service is being rendered.

## CUSTOMER SERVICE POLICY GUIDE

2. The rule or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of DWID, if applicable.
3. The date on or after which service may be terminated.
4. A statement advising the customer to contact DWID at its business address or phone number for information regarding any deferred payment or other procedures which DWID may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service. The notice might read:

*"Please contact us so we can work something out. You don't want to be terminated. There is a \$35 fee to reconnect."*

5. A statement advising the customer that DWID's stated reason for the termination of services may be disputed by contacting DWID at its business address or phone number, advising DWID of the dispute and making arrangements to discuss the cause for termination with a responsible representative of DWID in advance of the scheduled date of termination. The responsible representative shall be empowered to resolve the dispute and DWID shall retain the option to terminate service. The notice might read:

*"If you believe you have been given this notice to terminate in error, please contact us at the above DWID address or phone number."*

### Timing of Terminations with Notice

DWID shall be required to give at least 10 days advance written notice prior to the termination date.

Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with DWID for the payment thereof or in the case of a violation of DWID's rules the customer has not satisfied DWID that such violation has ceased, DWID may then terminate service on or after the day specified in the notice without giving further notice.

An authorized representative of DWID may only disconnect Service in conjunction with a personal visit to the premises.

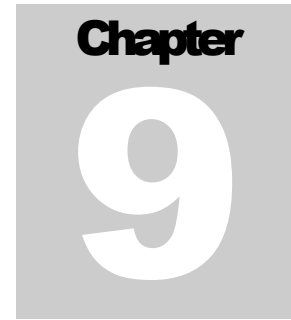
DWID shall have the right (but not the obligation) to remove any or all its property installed on the customer's premises upon the termination of service.



## **Landlord/Tenant Rule**

In situations where service is rendered at an address different from the mailing address of the bill or where DWID knows that a landlord/tenant relationship exists and that the landlord is the customer of DWID, and where the landlord as a customer would otherwise be subject to disconnection of service, DWID may not disconnect service until the following actions have been taken:

1. Where it is feasible to so provide service, DWID, after providing notice as required in these rules, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to subscribe, the utility may disconnect service pursuant to the rules.
2. DWID shall not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.



## Irrigation Service

### *Requirements for rate*

### **Irrigation Rate**

A customer requesting irrigation service must first be a domestic customer in good standing. A separate meter shall be installed for irrigation service. An irrigation service customer is required to maintain irrigation service for a minimum of 12 months unless the customer also ceases to be a domestic customer.

DWID may curtail use of water for irrigation purposes during daily peak domestic usage hours and tie further curtailments to a drop in water storage tank levels.

Rates and charges for irrigation service shall be as provided in DWID's approved tariffs.