Chapter 3: WATER SERVICE – RULES AND REGULATIONS

3.0100 GENERAL

- 1. Unless otherwise specifically approved in writing by the Board, all water service to Customers of the District shall be made in compliance with these Rules and Regulations.
- 2. All rates and charges shall be in the amounts shown in the latest amended Rate Resolution adopted by the Board. The latest Rate Resolution is hereby incorporated by reference as part of this Ordinance.

3.0200 APPLICATION FOR PERMANENT SERVICE

1. General Information

Application for permanent water service shall be made in writing on a form to be provided by the District, which shall be available at the District office. The District will only act upon application for service at such time as the Applicant provides the District with a copy of Shasta County Department of Resource Management, Building Division's Water/Sewer Clearance Form, which shall include the official building permit number, the site plan and the floor plan.

2. Conditions of Permanent Service

All water service provided by the District shall be provided on the following conditions:

- a. Service installations will be installed only to serve property that abut on distribution mains as have been constructed in the County road right-of-ways or other private and public road and utility easements.
- b. The District will retain ownership of all service connections (including the meter) up to the customer's hookup. The District's responsibility for water service will terminate at the outlet side of the District's meter up to the point of outlet of an inline gate valve (including the gate valve).
- c. Meters are to be placed in the locations in compliance with the regulations of the District. The District will place the meter in a location requested by the customer if in compliance with the District regulations, provided, however that the District shall always have the final determination as to meter location.
- d. Unless specifically exempted in writing by District policy, regulations or specifications, each water service Customer shall be required to have a separate water meter.
- e. Upon prior written approval of the Board, mobile-home parks with two or more units may be granted water service through a single meter.

- f. Upon prior written approval of the Board, second residences not considered Accessory Dwelling Units or Junior Accessory Dwelling Units, motels, duplexes, apartment houses and businesses which exist on one legal parcel containing two or more units may be granted water service through a single meter. Otherwise, any additional unit on one legal parcel, which is not considered an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, shall be required to obtain a separate meter.
- g. Service to public lands shall require written permission from the Agency administering such land.

3.0300 APPLICATION FOR TEMPORARY SERVICE

1. General Information

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- a. Application for a temporary service shall be in writing on a form to be provided by the District and which shall be available at the District Office.
- b. The District is a Municipal & Industrial (M&I) Contractor with the Bureau of Reclamation; therefore, the temporary water shall be used for M&I purposes only.
- c. All facilities for a temporary service shall be made available by the District at a single, stationary location and shall be operated according to District requirements.
- d. Temporary service connections shall not be of a regular, or routine nature, and be made for no more than three (3) months after installation unless an extension of time is requested in writing and approved by the District Manager in writing. In no event will temporary service connections be made for a period longer than six (6) months.
- e. The District will only act upon an application for temporary service at such time the Applicant provides the District one of the following:
 - 1. A copy of the Shasta County Department of Resource Management, Building Division's Water/Sewer Clearance Form (including the official building permit number).
 - 2. A copy of the Shasta County Grading permit.
 - 3. A completed development agreement with the District.
 - 4. A verified reasonable and beneficial use of the temporary M&I water submitted in writing to the District.

Any use other than listed above will need to be requested in writing. This request shall be submitted for Board approval by the Manager. The District will act upon request at its sole discretion.

2. Conditions Of Temporary Service

- a. Temporary service is subject to the availability of water to the District from its contractual entitlements and owned water, and further during drought conditions is subject to the provisions outlined in the District's most current Drought Contingency Plan.
- b. Temporary service shall be provided by means of a fire hydrant meter.
- c. Temporary services are subject to a standard rental deposit for any damage to, or for theft of, the metering device.
- d. Temporary services will be invoiced according to the appropriate water rate (Residential, Commercial & Industrial, or Grant School) as well as all applicable pump surcharge fees.

3.0400 DEPOSIT

- 1. All new, non-temporary, water service Customers are required to post a deposit in an amount set forth in the District Fee Schedule. In lieu of the deposit, the new Customer must provide a letter from a former water purveyor indicating on-time payments for the past twelve (12) months.
- 2. Property Owner once the customer makes twelve (12) consecutive, on-time payments the deposit will then be credited to the customer's account.
- 3. Tenant once the customer makes twelve (12) consecutive, on-time payments, half of the total deposit will then be credited to the Customer's account. The remaining half will be retained until such time that the customer terminates service. If the Tenant provides an acceptable letter, half of the deposit will be retained until such time the Customer terminates service. No deposit will be required if the Property Owner accepts the responsibility for any unpaid bills in writing by signing the Deposit Waiver Form which is available at the District Office.

3.0500 PAYMENT FOR PREVIOUS SERVICE

An application for new water service will not be acted upon by the District unless payment in full has been made for water service previously tendered by the Applicant within the District.

3.0600 <u>INSTALLATION OF SERVICES</u>

District shall install or authorize the installation of all meter assemblies pursuant to Construction Standards, which are available in the District office. The location of the meter assemblies shall not restrict District access to the meter at any time. Where practical, water services will be installed at the location desired by the Applicant, after the necessary connection charges and installation fees/charges have been paid by the Applicant. Meters shall be placed adjacent to the parcel within public right-of-way

they serve or within a recorded easement immediately adjacent to the parcel they serve. Exceptions to this provision must be made in written request to the District. Services installed in new subdivisions must be accepted by the Applicant in the installed location.

3.0700 CHANGE IN METER LOCATIONS

- 1. Meters moved for the convenience of the Customer will be relocated at the Customer's expense. Meters can be relocated on an existing parcel but cannot be relocated to a different parcel and vacate the existing parcel location.
- 2. Meters relocated due to Subdivision developments, parcel splits, or property line adjustments shall be relocated onto the properties that they serve. In the event a water main of adequate size onto which the meter can be relocated does not exist, the District shall make the determination to have a water main of adequate size installed or allow the service main to remain at its existing location provided easements are granted to legitimize water service's location. All costs to be borne by the Customer.

3.0800 WATER RECEIVING EQUIPMENT

- 1. The following are requirements for water receiving equipment:
 - a. The Customer shall furnish and install, at their own risk and expense, that portion of the water system which begins at the outlet side of the meter just beyond the adjacent gate valve (where applicable). Such water receiving equipment shall remain the property of the Customer and they shall be responsible for its maintenance and repair. The District shall have the right to require the Customer to adjust, replace, or discontinue using any water receiving or regulating equipment on their side of the meter which disturbs or inconveniences other Customers.
 - b. The District will not buy for, or sell pipe fittings to, individuals or undertake the installation of private lines or repairs. Where reduced or increased pressure is desired by the Customer, they shall be responsible for installing and maintaining the necessary regulators, pumps, and relief valves on their side of the meter, at their own expense. The District shall not be responsible for damage caused by faucets, valves, or other equipment which may be opened at any time the water is turned on at the meter. The District recommends that all water service customers install pressure regulators on their service lines.
 - c. It is recommended that all users located in pressure zones where static pressure will exceed 75 psi, or where malfunction or breakage of District's pressure reducing valves would result in static pressures in excess of 75 psi, shall, at their own expense, install pressure regulators on the property side of the meter.

- d. All water services within the District shall be metered with ownership of the meters retained by the District.
- 2. No Customer within the boundaries of the District shall enter into any contract or agreement to resell any portion of the water delivered to them and shall not permit any of the water delivered to them to be carried or used outside the boundaries of the District.
- 3. Any damage occurring to a meter or other appliances, pipes, or other property of the District caused by carelessness or neglect of a Tenant or Property Owner will be charged to such Tenant or Property Owner, and must be paid for by said Tenant or Property Owner upon presentation of a bill.

3.0900 PRESSURE CONDITIONS

All Customers receiving water service shall accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and shall hold the District harmless for any damages arising out of low pressure and/or high-pressure conditions or interruptions in service. The District will endeavor to identify unusual pressure conditions at the time an application is received, but shall not be responsible for its failure to do so.

3.1000 DISTRICT RIGHTS

- 1. District employees shall have access at all reasonable hours to inspect the water delivery system located on the real property supplied by District water. District employees will not, except on request of the Customer, or as authorized through an inspection warrant pursuant to Code of Civil Procedure section 1822.50, et seq., enter any buildings on the real property.
- 2. No person, other than authorized employees of the District, shall be allowed to connect or disconnect water service to any property or to open, close, or otherwise adjust any regulating device contained in the water system.
- 3. The District shall not be responsible for interruption of service, insufficiency of supply, or high pressures caused by malfunctions of District equipment, or any loss or damage occasioned thereby. All effort and care will be exercised to deliver continuous service and sufficient supply at reasonable pressures.
- 4. The District reserves the right to reduce, limit, or terminate service to any customer as a result of cut-back conditions imposed on its master water contracts or during any phase of its Drought Contingency Plan (Water Shortage Contingency Plan).
- 5. Refusal to comply with this section may result in discontinuance of service.

3.1100 WATER BILLING

1. Billing Cycle

The District is on a monthly billing cycle. Billings will be processed with the intent of commencing delivery as close as possible to the last day of the month. There will be an allowance to adjust for weekends, holidays and unusual or unforeseen conditions.

2. Meter Reading

Each meter will be read monthly on, or about the same date, as possible. There will be an allowance to adjust for weekends, holidays and unusual conditions.

3. Due Date

All bills or charges shall be due and payable at the District Office on the fifth (5th) of each month and shall be delinquent on the twenty-first (21st) of the month.

3.1200 COLLECTION OF DELINQUENT BILLS

Consistent with Government Code 61115(b) the District may determine it necessary to collect delinquent charges and penalties as a special assessment in the same manner as property taxes. The Manager shall prepare and file with the Board of Directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. The Manager shall give notice of the filing of the report and of the time and place for a public hearing by publishing the notice pursuant to Section 6066 in a newspaper of general circulation, and by mailing the notice to the owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties. The Board of Directors shall make its determination on each affected parcel and its determinations shall be final. On or before August 10th of each year following these determinations, the Manager shall file with the county auditor a copy of the final report adopted by the Board of Directors. The county auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The county tax collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

3.1300 <u>DELINQUENCY CHARGE AND DISCONTINUATION OF SERVICE FOR NONPAYMENT</u>

1. Delinquency Charge: If payment is not received prior to the twentieth (20th) of the month, penalty fees shall be applied to the account.

- 2. Discontinuation of Service for Nonpayment Policy: The District shall not discontinue a service for nonpayment until a payment by a Customer has been delinquent for sixty (60) calendar days.
 - A. Service delinquency timeline:

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- 1. Bills are mailed on the last day of the month and are payable by the fifth (5th) of the subsequent month.
- 2. On the twenty-first (21st) of the subsequent month, unpaid accounts are assessed a Delinquency Charge and a First Notice of Delinquency is mailed.
- 3. Bills for the subsequent month are mailed on the last day of that month which includes the past due amount from the previous month. Payment is then due by the fifth (5th) of the following month. If payment remains unpaid by the 20th, a Second Notice of Delinquency is mailed.
- 4. If payment has not been made by the 20th of the month, a Notice of Termination is mailed giving the customer an additional 10 days to make payment. The written notice of payment delinquency and impending discontinuation shall be mailed to the mailing address provided. If the customer's address is not the address of the property to which residential service is provided, it shall <u>also</u> be mailed to the address of the property to which service is provided, addressed to "Occupant". The notice shall include:
 - a. The Customer's name and address.
 - b. The amount of delinquency.
 - c. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - d. A description of the process to apply for an extension of time to pay the delinquent charges.
 - e. A telephone number for the residential Customer to contact in order to discuss options for averting discontinuation of residential service for nonpayment.
 - f. A description of the procedure to petition for bill review and appeal.

The written notice shall include 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, consistent with the District's Discontinuation of Service for Nonpayment Policy.

- B. Notice of Termination: If no payment has been made by the due date on the Notice of Termination, a 24-Hour Notice is delivered.
- C. Good Faith Effort: Whenever the District is unable to make Written Contact with the Customer or an adult occupying the property, and when Written Notice

is returned through the mail as undeliverable, the District shall make a Good Faith Effort to visit the location and leave a door hanger, or make other arrangements for placement in a conspicuous place, a Notice of Imminent Discontinuation of Service for Nonpayment and include the District's Policy.

D. Service Restoration: Unless otherwise provided for pursuant to this Policy, a service that has been terminated for nonpayment in accordance with this Policy will be restored upon payment of the entire amount due, which shall include all delinquent charges, service reconnection charges, security deposit and other penalties.

E. Alternatives to Discontinuation of Service for Nonpayment:

1. Deferred Payment Plan

- a. Prior to Termination of Service, any Customer can contact the District and request a Deferred Payment Plan whereby payments of the delinquent amount can be extended up to a twelve (12) month repayment schedule.
- b. As a condition of this Plan, the customer will be required to pay the amortized amount plus the current water service charges.
- c. Unless otherwise provided for in the District's Policy, failure to pay the amortized amount plus the current water service charges each billing period will nullify the amortization agreement and result in the issuance of a Notice of Termination of Service that will require the Customer to pay the entire outstanding balance within 5 business days or water service will be terminated.

2. Time Extension Agreement

- a. Any Customer who has notified the District prior to a Termination of Service can request a Time Extension for Payment whereby the Customer's normal Due Date for payment of all water charges shall be extended by a time period not to exceed ten (10) calendar days.
- b. Unless otherwise provided for in this Policy, failure to pay the amount due plus the current water service charges each billing period will nullify the time extension agreement and result in the issuance of a Notice of Termination of Service that will require the Customer to pay the entire outstanding balance within 5 business days or water service will be terminated.

F. Bill Review Request and Appeal Process

Service shall not be discontinued while a Customer is engaged in the following review and appeal process.

a. Bill Review Request

- 1. If a Customer wishes to dispute a water bill, the customer must, within five (5) business days of receipt of the disputed bill, contact the District during regular office hours and request a review of the account and provide staff with the reason for the review.
- 2. Upon review of the account, the District shall respond to the bill review request within ten (10) business days with a decision regarding the amount due.

b. Appeal Process

- 1. If the Customer wishes to dispute the findings of the bill review request, the Customer shall provide a request in writing to the District to have a review of the account by the Manager. This request shall be provided to the District within ten (10) calendar days from the date of mailing of the bill review request findings to the customer.
- 2. Upon review of the account, the Manager shall respond to the bill review request within ten (10) business days with a decision regarding the amount due.
- 3. If the Customer wishes to dispute the decision of the Manager with respect to the bill review request, the Customer shall provide a request in writing to appeal the decision to the Board of Directors. This request shall be provided to the District within ten (10) calendar days from the date of mailing of the decision from the Manager. The appeal will be heard by the Board and a decision will be made regarding the amount due at the next regularly scheduled meeting of the Board of Directors.

c. Waive Fees

1. The District may waive fees (e.g. Delinquency Fees) on delinquent bills a maximum of once every twelve (12) months.

G. Special Conditions:

1. Medical Certification

- a. The District shall not discontinue service for nonpayment if <u>all</u> of the following conditions are met:
 - i. The Customer, or Tenant of the Customer, submits a certification of a primary care provider, as defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that the 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.

- ii. The Customer demonstrates that they are financially unable to pay for service within the District's normal billing cycle. The customer shall be deemed financially unable to pay 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 that the household's annual income is less than 200 percent of the Federal poverty level.
- iii. The Customer is willing to enter into the Deferred Payment Plan or Alternative Payment Schedule, as provided in this Policy, with respect to all delinquent charges.
- b. If the items in Paragraph a.1(i), (ii) and (iii) above are met, the District shall offer the Customer one of the following options, in the sole discretion of the District:
 - i. The Deferred Payment Plan, as provided in this Policy; or
 - ii. The Time Extension Agreement, as provided in this Policy.
- c. The District may grant a longer repayment period than provided in the Deferred Payment Plan or the Time Extension Agreement if the District, in its sole discretion, finds the longer period is necessary to avoid undue hardship to the Customer based upon the circumstances of the individual case.
- d. The service of a Customer who is making repayment of a delinquent amount pursuant to a Time Extension Agreement or Deferred Payment Plan under this Section G shall be disconnected no sooner than five (5) business days after the District posts a 24-Hour Final Disconnection Notice in a prominent and conspicuous location at the property under either of the following circumstances:
 - i. The Customer fails to comply for sixty (60) days or more with the terms of the Time Extension Agreement or Deferred Payment Plan entered into by the Customer for repayment of delinquent charges.
 - ii. While complying with the terms of the Time Extension Agreement or Deferred Payment Plan entered into by the Customer for repayment of delinquent charges, the Customer does not pay the current service charges for sixty (60) days or more.
- 2. Reconnection of Discontinued Service for Customers with income below 200% of the Federal Poverty Level

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- a. The District shall provide all Customers who have their services discontinued with information on how to restore their water service.
- b. For Customers who demonstrate to the District a household income below 200 percent of the Federal poverty line, the District shall do **both** of the following:
 - i. Set a reconnection service fee during normal operating hours and non-operational hours to a maximum amount, which shall be set forth in the District Fee Schedule. Reconnection fees shall be subject to annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.
 - ii. Waive fees (e.g. Delinquency Fees) on delinquent bills once every twelve (12) months per Policy.
- c. The District shall deem a Customer to have a household income below 200 percent (200%) of the Federal poverty line if 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 (200%) of the Federal poverty level.

3. Discontinuation of Service in Landlord-Tenant Situations

- a. This Section applies if there is a landlord-tenant relationship between the occupants and the owner, manager, or operator of the dwelling.
- b. Where the District furnishes individually metered service to occupants of a detached single-family dwelling, a multi-unit residential structure, mobile-home park, or permanent residential structure in a labor camp (as defined in California Health and Safety Code § 17008), and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District shall make every Good Faith Effort to inform the residential occupants, by means of Written Notice, when the account is in arrears that service will be terminated at least 10 calendar days (10) prior to termination. The Written Notice shall further 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.

If the service is terminated, the Tenant may elect to establish service subject to the terms and conditions of service, meets the requirements of law and the District's Rules & Regulations. In order for the amount due on the delinquent account to be waived, the District requires that the Applicant 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 agreements, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

4. Non-Allowable Water Service Termination

- a. In addition to the Restrictions imposed by the Policy, the District has set forth the following restrictions on terminations of a Customer's water service for nonpayment of water service charges. No Customer's service shall be terminated:
 - i. On a Friday, weekend, District observed holiday (or the day prior), or at any time during which the District Office is not open to the public.

5. Service Restoration

a. Unless otherwise provided for pursuant to the Policy for Discontinuation of Service for Nonpayment, Water Service that has been terminated for Nonpayment in accordance with this Policy will be restored upon payment of the entire amount due, which shall include all delinquent charges, service reconnection charges, security deposit and other penalties.

6. Annual Reporting

a. The annual number of discontinuations of service for inability to pay shall be reported on the District's webpage in January of each year.

3.1400 PROHIBITED ACTS

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- 1. Any person who obtains water services from the District without paying the full lawful charge therefore, or with intent to enable another person to do so, or with intent to deprive the District of any part of the full lawful charges for water services, provides, commits, authorizes, or solicits any of the following shall be liable to the District for the penalties set forth in this Section.
 - a. Diverts or causes water to be diverted by any means whatsoever.
 - b. Prevents any water meter, or other device used in determining the charge for water services, from accurately performing its measuring function by tampering or by any other means.
 - c. Tampers with any property or equipment owned by or used by the District to provide services.

- d. Makes or causes to be made any connection with or reconnection with property or equipment owned or used by the District to provide water services without the authorization or consent of the District.
- e. Uses or receives the direct benefit of all or a portion of water services with knowledge or reason to believe that the diversion tampering, or unauthorized connection existed at the time of that use, or that the use or receipt was otherwise without the authorization or consent of the District.
- 2. Determination of Violation: The Board of Directors of the District, after notice and opportunity to be heard, shall determine whether there has been a violation of the prohibitions of this Section In that determination, if there are any of the following objects, circumstances, or conditions on the premises controlled by the Customer or by the person using or receiving the direct benefit of all or a portion of water services obtained in violation of this section, then the District may conclusively presume that the Customer or person did violate this section:
 - a. Any instrument, apparatus, or device primarily designed to be used to obtain water services without paying the full lawful charge there for;
 - b. Any water meter that has been altered, tampered with, or bypassed so as to cause no measurement or inaccurate measurement of water delivered; or
 - c. The cutting or removal of a seal on any meter or other water measuring device.
- 3. Penalties: In the event any person is found liable to the District for violations set forth above in Section 3.1400.2., each and every person involved in such violation shall be liable to the District as follows:
 - a. Fines for violations are payable upon demand to the party so assessed, and shall be payable in the following amounts:
 - i. First violation: cost of unauthorized water taken, plus a fine of up to \$250.00.
 - ii. Second violation: cost of unauthorized water taken, plus a fine of up to \$500.00.
 - iii. Third and subsequent violations: cost of unauthorized water taken, plus a fine of up to \$1,000.00.
 - b. In the event that a person violates the above cited restrictions, and as a part of such violation tampers with a fire hydrant there by increasing danger to life and property, such fire hydrant tampering will result in immediate assessment of a fine of up to \$1,000.00, plus, in the District's discretion, criminal charges may be pressed with appropriate authorities pursuant to the provisions of the California Penal Code.
 - c. Any repairs which are required to restore damaged facilities shall be paid for by the person or persons who tampered with the facilities, or the customer to

whom the facilities currently serve water, or by any new or different customer requesting water service through the damaged facilities.

- d. The foregoing penalties shall be in addition to any such other penalty as is provided by law, including but not limited to California Penal Code Section 498, and any other criminal violations that may result from the unlawful taking of District water supplies.
- e. The fines set forth in this section may be submitted to the County as liens or special assessments should the Customer fail to pay.

3.1500 <u>MISCELLANEOUS PROVISIONS</u>

1. Meter Testing And Billing Adjustments For Inaccuracies

The District may test meters at any time, and shall field test a meter upon the request of a Customer who first deposits the current meter testing fee with the District. If the test indicates the meter is registering within five (5) percent of accuracy, the testing fee shall be retained by the District to cover its cost of testing. If the test indicates the meter is more than five (5) percent in error, the testing fee shall be refunded and the meter repaired or replaced at the District's discretion. If the meter error over 5-percent is in the Customer's favor, the District shall refund to the Customer the estimated overcharge for a period of three months immediately preceding the meter testing. If the error is in the District's favor, a supplemental bill may be rendered equal to the difference between the Customer's average bill for comparable service and his actual bills for the preceding three-month period.

3.1600 PROTECTION OF PUBLIC WATER SUPPLY

The District is required by laws of the State of California (California Administrative Code, Title 17, Chapter V, Sections 7583-7622 inclusive), and by the Shasta County Health Department to enforce regulations to safeguard its drinking water supply by preventing backflow into the water system. If the property served water by the District has a well or other auxiliary water supply, it must provide an approved backflow preventor on the property side of the District water service. The Customer is required to pay the monthly Backflow Prevention Charge. This assembly is tested by the District at least once each year for backflow leaks. If leakage is found, the backflow preventor is repaired and billed as appropriate. The California Department of Public Health sanitary engineering personnel, the Shasta County Health Department personnel, and the District's personnel may also inspect the assembly at various times each year.

No Customer within the boundaries of the District shall enter into any contract or agreement to resell any portion of the water delivered to them and shall not permit any of the water delivered to them to be carried or used outside the boundaries of the District.