

T A R I F F S C H E D U L E S

Applicable to

W A T E R S E R V I C E

Together with Information Affecting  
Rates and Service  
of

\_\_\_\_\_  
(Name of Utility)

\_\_\_\_\_  
(Mailing Address)  
(City or Town and County)

Operating In or Near

\_\_\_\_\_  
(City or Town and County)

The effective tariff schedules of this utility, including the rates and rules herein, have been regularly filed with the Public Utilities Commission of the State of California.

No officer, inspector, solicitor, agent or employee of the utility has any authority to waive, alter or amend these tariff schedules or any part thereof in any respect.

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_



TABLE OF CONTENTS  
(Continued)

Subject Matter of Sheet:

Cal. P.U.C.  
Sheet No.

Sample Forms:

- No. 1 Application for Water Service
- No. 2 Customer's Deposit Receipt
- No. 3 Bill for Service
- No. 4 Main Extension Contract - Individuals
- No. 5 Main Extension Contract - Form A
- No. 6 Main Extension Contract - Form B
- No. 7 Main Extension Contract - Form C
- No. 8 Main Extension Contract - Form D
- No. 9 Main Extension Contract - Form E
- No. 10 Main Extension Contract - Special Facilities  
Uniform Fire Hydrant Service Agreement

(To be inserted by utility)

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TITLE

Resolution No. \_\_\_\_\_

**PRELIMINARY STATEMENT**

A. Territory Served by the Utility

The area in which service is or will be furnished by this utility under its main extension rule is described below and is delineated on the service area map (s) shown on or attached to the tariff sheet(s) following:

B. Types and Classes of Service

The types and classes of service furnished are set forth in each rate schedule under the designation "Applicability".

C. Description of Service

The characteristics of the service furnished are indicated in Rule No. 2, Description of Service.

D. Procedure to Obtain Service

Service as described herein will be furnished to any person or corporation whose premises are within the utility's service area, provided application is made in accordance with Rule No. 3, Application for Service; credit is established as required in Rule No. 6, Establishment and Re-Establishment of Credit; customer's piping and valves are installed as required in Rule No. 16, Service Connections, Meters, and Customer's Facilities, under "Customer's Responsibility"; and a contract is signed in those certain circumstances specified in Rule No. 4, Contracts.

Where an extension of the utility's mains is necessary Rule No. 15, Main Extensions, applies, and if the project is of a temporary or speculative nature, Rule No. 13, Temporary Service, is applicable.

Applicants for service and customers must also conform to and comply with the other established rules as provided herein.

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Decision No. \_\_\_\_\_

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Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**PRELIMINARY STATEMENT**  
**(continued)**

E. Symbols

Whenever tariff sheets are refilled, changes will be identified by the following symbols:

- (C) To signify changed listing, rule, or condition, which may affect rates or charges.
- (D) To signify discontinued materials, including listing, rate, rule, or conditions.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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\_\_\_\_\_  
TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

PRELIMINARY STATEMENT

WATER TESTING COSTS RESULTING FROM CALIFORNIA DEPARTMENT OF HEALTH SERVICES (DHS) REGULATIONS CONCERNING WATER QUALITY MEMORANDUM ACCOUNT (WQMA)

1. PURPOSE: The purpose of the WQMA is for Class B, C, and D water utilities (BCDWUs) to recover the fees not presently included in rates that are associated with water testing and treatment costs mandated by the DHS. The balance in the WQMA will be recovered in rates after CPUC review and audit of the recorded WQMA balance. The authority to establish this account was granted in CPUC Resolution W-4327, dated March 6, 2002, and Public Utilities Code Section 454.9.
  
2. ACCOUNTING PROCEDURE: Any Water Company is maintaining a memorandum account for the fees discussed above. These fees must be additional or incremental to those allowed in Any Water Company's last general rate case proceeding. Any Water Company shall make entries to this account at the end of each month as follows:
  - c. Debit entries equal to the incremental or additional amounts recorded in Any Water Company's expense accounts in which the above referenced fees are recorded.
  
  - d. Credit or debit entries to transfer all or a portion of the balance in this memorandum account to other adjustment clauses for future rate recovery, as may be approved by the Commission.

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Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

PRELIMINARY STATEMENT

DEPARTMENT OF HEALTH SERVICES (DHS) USER FEES MEMORANDUM ACCOUNT (UFMA)

1. PURPOSE: The purpose of the DHSMA is for Class B, C, and D water utilities (BCDWU) to recover the fees not presently included in rates that are associated with DHS' Drinking Water Field Operations Branch's fees that were being billed under Section 4019.10 of the California Health and Safety Code. The balance in the UFMA will be recovered in rates after CPUC review and audit of the recorded UFMA balance. The authority to establish this account was granted in CPUC Resolution W-4327, dated March 6, 2002, and Public Utilities Code Section 454.9.
  
2. ACCOUNTING PROCEDURE: Any Water Company is maintaining a memorandum account for the fees discussed above. These fees must be additional or incremental to those allowed in Any Water Company's last general rate case proceeding. Any water company shall make entries to this account at the end of each month as follows:
  - a. Debit entries equal to the incremental or additional amounts recorded in Any Water Company's expense accounts in which the above referenced fees are recorded.
  
  - b. Credit or debit entries to transfer all or a portion of the balance in this memorandum account to other adjustment clauses or future rate recovery, as may be approved by the Commission.

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SERVICE AREA MAP

(Attach a copy of the Service Area Map, approximately 7 x 8-3/4 inches in size, or folded to that size with not more than one fold so that it will fit within the borders of the space provided herein.)

The map should clearly indicate the boundaries of the service area, the principal streets and other main identifying features therein, and an indication of the general location of the service area in relation to nearby cities, highways or other well-known reference points.)

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\_\_\_\_\_

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\_\_\_\_\_

TITLE

Date Filed \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 1

DEFINITIONS

Applicant: The person, association, corporation or governmental agency applying for water service.

Utility: The public utility named herein.

Customer: Any person, association, corporation or governmental agency supplied or entitled to be supplied with water service for compensation by the utility.

Elderly Customer: Any residential customer who is age 62 or over.

Handicapped Customer: Any residential customer whose health or physical condition may qualify him for special consideration.

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Premises: The integral property or area, including improvements thereon, to which water service is, or is to be, provided.

Metered Service: Service for which the charges are computed on the basis of measured quantities of water.

Flat Rate Service: Service for which the charges are based upon the types and numbers of units served.

Commercial Service: Provision of water to residential premises or business premises.

Residential Service: Provision of water for household purposes, including water used on the premises for sprinkling lawns, gardens and shrubbery; washing vehicles; and other similar and customary purposes pertaining to single or multiple family dwellings.

Business Service: Provision of water for use in connection with commercial premises devoted primarily to operations for profit including offices, stores, markets, apartments, hotels, motels, automobile trailer parks or courts, service stations and the like.

Industrial Service: Provision of water to industrial premises where the water is used primarily in manufacturing or processing activities.

Irrigation Service: Provision of water for commercial agricultural, floral-cultural or horticultural use and billed under distinct irrigation rates.

Date of Presentation: The date upon which a bill or notice is mailed or delivered by the utility to the customer.

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Decision No. 83-06-065

NAME \_\_\_\_\_

Effective \_\_\_\_\_

TITLE \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 1

DEFINITIONS (Continued)

Main Extension: The extension of water distribution mains beyond existing facilities in accordance with the provisions of the rule applicable to main extensions filed as part of these tariff schedules.

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Service Pipe: The connection between the utility's mains and the service connection, including all of the pipe, fittings and valves necessary to make the connection.

Service Connection: The point of connection of the customer's piping or ditch with the meter, service pipe or ditch owned by the utility.

Tariff Schedules or Tariff Schedule Book: The entire body of effective rates, rentals, charges, rules, and sample forms collectively, as set forth herein.

Tariff Sheet: An individual sheet of the tariff schedule book.

Public Utilities Commission: In these rules the word "Commission" or words "Public Utilities Commission" shall be construed to mean the Public Utilities Commission of the State of California.

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NAME \_\_\_\_\_

Effective \_\_\_\_\_

TITLE \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 2

DESCRIPTION OF SERVICE

A. Quantities

The utility will endeavor to supply water dependably and safely in adequate quantities to meet the reasonable needs and requirements of customers.

B. Pressures

1. Generally.

The utility will endeavor to maintain normal operating pressures of not less than 40 pounds per square inch nor more than 125 pounds per square inch at the service connection, except that during periods of hourly maximum demand the pressure at the time of peak seasonal loads may not be less than 30 pounds per square inch and that during periods of hourly minimum demand the pressure may not be more than 150 pounds per square inch. Variations in pressure under normal operation will not exceed 50% of the average operating pressure. (The average operating pressure will be determined by computing the arithmetical average of at least 24 consecutive hourly pressure readings.)

2. Designated Pressure Area

Within designated areas as shown or described on utility's service area map the utility will endeavor to maintain normal minimum operating pressure between 25 p.s.i.g. and 40 p.s.i.g. with peak load pressures above 20 p.s.i.g. Prior to June 5, 1976 inquiry should be made to the utility for location of such designated areas.

C. Quality

Whenever furnished for human consumption or for domestic uses, the utility will endeavor to provide water that is wholesome, potable, in no way harmful or dangerous to health and, insofar as practicable, free from objectionable odors, taste, color and turbidity.

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TITLE

Resolution No. \_\_\_\_\_

**Rule No. 3**

**APPLICATION FOR SERVICE**

**A. Application for Service**

**1. Content**

Each applicant for service may be required to sign, or a form provided by the utility, an application which will set forth:

- a. Date and place of application.
- b. Location of premises to be served.
- c. Date applicant will be ready for service.
- d. Whether the premises have been heretofore supplied with water by the utility.
- e. Purpose for which service is to be used.
- f. Address to which bills are to be mailed or delivered.
- g. Whether applicant is owner or tenant of, or agent for the premises.
- h. Rate schedule desired where optional rates are in effect.
- i. Such other information as the utility may reasonably require.

**2. Purpose**

The application is merely a written request for service and does not bind the applicant to take service for a period of time longer than that upon which the flat rate charge, minimum charge, or readiness-to-serve-charge of the applicable rate schedule is based; neither does it bind the utility to serve, except under reasonable conditions.

**B. Individual Liability for Joint Service**

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single period bills.

**C. Change in Customer's Equipment or Operations**

A customer making any material change in the size, character, or extent of the equipment or operations for which the utility's service is utilized shall immediately give the utility written notice of the extent and nature of the change.

**D. Service to a Tenant**

No tenant applying for residential water service shall be required to pay any charges or penalties on account of non-payment of charges by a previous tenant. The Company may, however, require that service to subsequent tenants be furnished on the account of the landlord or property owner.

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\_\_\_\_\_  
TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 4

CONTRACTS

A contract, as a condition precedent to receiving service from the utility, will be required only under any of the following circumstances:

1. Where required by provisions in a filed rate schedule.
2. When a main extension to be made under the provision of Rule No. 15 requires an advance for construction.
3. For temporary service supplied under the provisions of Rule No. 13.
4. For standby service, except where furnished under a filed rate schedule not requiring a contract.
5. For any service to be furnished at rates or under conditions other than the rates and conditions contained in these tariff schedules, such contract to become effective only after such authorization as may be required by the Public Utilities Commission has first been obtained.

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TITLE

Resolution No. \_\_\_\_\_

Rule No. 5

SPECIAL INFORMATION REQUIRED ON FORMS

A. Contracts

Each contract for service will contain essentially the following provisions:

"This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction."

"It is the understanding of the parties to this contract that it shall not become effective until the authorization of the Public Utilities Commission of the State of California has been first obtained."

B. Bill for Service

On each bill for service will be printed essentially the following language:

"This bill is due and payable upon date of presentation. It will become past due if not paid within 19 days from the date of mailing.

"Should the amount of this bill be questioned, an explanation should be requested from the utility. If a satisfactory explanation to the customer is not made by the utility and the bill is still questioned, the customer may deposit with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, California 94102, telephone numbers are (public) (415) 703-1170 and (hearing impaired - TDD) (415) 703-2032, the amount of the bill to avoid discontinuance of service. Make remittance payable to 'California Public Utilities Commission' and attach the bill and a statement setting forth the basis for the dispute of the amount of the bill. The Commission will review the basis of the billed amount and disburse the deposit in accordance with its findings."

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Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

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TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**Rule No. 5  
(continued)**

**SPECIAL INFORMATION REQUIRED ON FORMS**

**B. Bill for Service (continued)**

The Commission will not, however, accept deposit when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications, and sources of fuel or power.

**C. Customer's Deposit Receipt**

Each receipt for cash deposit to establish or re-establish credit for service will contain the following statements:

This deposit may be applied to unpaid balances where service has been discontinued by the utility for nonpayment of bills.

Deposits will be placed in a savings account at a bank or savings and loan and the interest accrued while held in the savings account will be paid by the utility when the deposit is returned, upon discontinuance of service, or after the deposit has been held for 12 consecutive months, provided service has not been discontinued for payment. No interest shall accrue after mailing to the customer or the customer's last known address the refund or a notice that the refund is payable.

**D. Discontinuance of Service Notice**

Every notice of discontinuance of service for nonpayment of bills shall include all of the following information.

- (1) The name and address of the customer whose account is delinquent.
- (2) The amount of the delinquency.
- (3) The date by which payment or arrangements for payment is required in order to avoid discontinuance.
- (4) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges.

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\_\_\_\_\_  
TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 5  
(continued)

SPECIAL INFORMATION REQUIRED ON FORMS

- D. (5) The procedure by which the customer may request amortization of the unpaid charges.
- (6) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state, or federal sources, if applicable.
- (7) The name, address, and telephone number of a representative of the water utility who can provide additional information and assist users in continuing service or in making arrangements for payment.
- (8) The telephone number of the Commission (Consumer Affairs Branch) to which inquiries by the customer may be directed. For water utilities operating in Northern California, the number of Consumer Affairs Branch is (415) 703-1170 (public) or (415) 703-2032 (hearing impaired - TDD).

(D)

Where water service is provided to residential users in a multi-unit residential structure, mobilehome park, or permanent residential structures in a labor camp, where the owner, manager or operator is listed by the utility as the customer of record, the notice of discontinuance shall further include:

- (9) The date on which service will be discontinued.
- (10) What the users are required to do in order to prevent the discontinuance or to re-establish service.
- (11) The estimated monthly cost of service.
- (12) The address and telephone number of a legal services project, as defined in Section 6213 of the Business and Professions Code, which has been recommended by the local county bar association, which will assist the users.

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Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

RULE NO. 6

ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

A. Establishment of Credit

Each applicant for metered service will be required to establish credit, which will be deemed established upon qualifying under any one of the following.

1. Applicant owns the premises for which service is requested, or owns other real estate within the same service area of the utility.
2. Applicant makes the deposit prescribed in Rule No. 7 under "Amount to Establish Credit".
3. Applicant arranges a guarantor satisfactory to the utility for the payment of applicant's bills for service.
4. Applicant has been a customer of the utility and during the last 12 consecutive months of that prior service has paid all bills for service without having been disconnected for non-payment thereof.

B. Re-establishment of Credit

1. An applicant who previously has been a customer of the utility and during the last 12 months of that prior service has had service discontinued for nonpayment of bills will be required to pay any unpaid balance due the utility for the premises for which service is to be restored and may be required to re-establish credit by making the deposit prescribed in Rule No. 7 under "Amount to Re-establish Credit".
2. A customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due the utility for the premises for which service is to be restored and may be required to pay a reconnection charge as prescribed in Rule No. 11 under "Restoration - Reconnection Charge" and to re-establish credit by making the deposit prescribed in Rule No. 7 under "Amount to Re-establish Credit" before service is restored.

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Advice Letter No. \_\_\_\_\_

\_\_\_\_\_ NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

\_\_\_\_\_ TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 7

DEPOSITS

A. Amount to Establish Credit

1. Metered Service

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- a. To establish credit by deposit, the amount for all service will be twice the estimated average periodic bill when bills are rendered monthly or bimonthly, but in any event not more than twice the estimated bimonthly bill nor less than the amounts set forth below.

(C)

2. Flat Rate Service

No deposit will be required, except as prescribed for temporary service in Rule No. 13.

B. Amount to Re-Establish Credit

1. Former Customers

To re-establish credit for an applicant who previously has been a customer of the utility and during the last 12 months of that prior service has had service discontinued for nonpayment of bills, the amount will be twice the estimated average monthly or bimonthly bill to be rendered for the service requested.

2. Present Customers

To re-establish credit for a customer whose service has been discontinued for nonpayment of bills, the amount will be twice the average monthly or bimonthly bill to be rendered for the service requested.

C. Applicability to Unpaid Accounts

Deposits made under this rule will be applied to unpaid bills for service when such service has been discontinued.

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Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 7  
(continued)

DEPOSITS

D. Return on Deposits

Upon discontinuance of service, the utility will refund the balance of the customer's deposit in excess of unpaid bills for that service for which the deposit was made.

E. Interest on Deposits

Deposits will be placed in a savings account at a bank or savings and loan (C)  
and the interest accrued while held in the savings account will be paid by the |  
utility when the deposit is returned, upon discontinuance of service, or after |  
the deposit has been held for 12 consecutive months, provided service has not (C)  
discontinued for nonpayment. No interest shall accrue after mailing to the  
customer or to the customer's last known address the refund or a notice that the  
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Advice Letter No. \_\_\_\_\_

\_\_\_\_\_  
NAME

Date Filed \_\_\_\_\_

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\_\_\_\_\_  
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Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 8**

**NOTICES**

**A. Notice to Customers**

**1. In Writing**

Notice to a customer will normally be in writing and, depending on the type of notice, will either be delivered or mailed to the customer's last known address.

**2. Exception**

In emergencies or when circumstances warrant, the utility, where feasible, will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone.

**3. Discontinuance of Service**

a. The utility shall make a reasonable attempt to contact an adult person on the residential customer's premises by telephone or in person at least 24 hours prior to any discontinuance of service, except that, whenever telephone or personal contact cannot be accomplished, the utility shall post in a conspicuous location at the premises, a notice of discontinuance of service at least 48 hours prior to discontinuation.

b. For elderly or handicapped residential customers, the utility shall provide at least 48 hours' notice by telephone or in person. For these customers, if a personal contact cannot be made, a notice of discontinuance of service shall be posted in a conspicuous location at the service address at least 48 hours prior to discontinuance.

c. Where water service is provided to residential users in a multi-unit residential structure, mobilehome park, or permanent residential structures in a labor camp, where the owner, manager, or operator is listed by the utility as the customer of record, the utility will inform the users by means of a notice, when the account is in arrears, that service will be discontinued. The notice will inform the users that they have the right to become a customer, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

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Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 8**  
(continued)

**NOTICES**

- A. 3. c. Where said users are master metered by the utility, the written notice will be at least 15 days prior to discontinuance of service. The notice will be posted on the door of each residential unit. If it is not reasonable or practical to post the notice on the door of each residential unit, the utility will post two copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will be in English and, to the extent practical, in any other language that the utility determines is the primary language spoken by a significant number of the occupants. The notice will be as prescribed in Rule 5, and shall be independent of, and in addition to, other notice(s) as may be prescribed in the utility's tariffs.
- d. Discontinuance and restoration of service procedure is outlined in Rule No. 11.

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4. Third-Party Notification

Notice of availability of third-party notification shall be given annually to all residential customers, commencing at time of first full billing after the effective date of this tariff schedule.

B. Notice from Customers

- 1. A customer may make notification in person, by telephone or by letter to the utility at its commercial office, or to an authorized representative of the utility.
- 2. Customers who are elderly or handicapped must have presented evidence to the utility establishing their status if they wish to qualify for consideration under Rule No. 8.A.3.b. (above) or under Rule No. 11.B.1.e.
- 3. Elderly or handicapped customers who desire third-party notification must so inform the utility with certification of status and with a letter from the third party accepting the responsibility.
- 4. Proof of age must be supported by certificate of birth, driver's license, passport or other reliable document. Proof of handicap must be by certification from a licensed physician, public health nurse or social worker.

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Advice Letter No. \_\_\_\_\_

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Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 9**

**RENDERING AND PAYMENT OF BILLS**

**A. Rendering of Bills**

Bills for service will be rendered each customer on a monthly or bimonthly basis at the option of the utility, unless otherwise provided in the rate schedule.

**1. Metered Service**

- a. Meters will be read at regular intervals for the preparations of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.
- b. The opening bill for metered service will not be less than the established monthly minimum or readiness-to-serve charge for the service. Any amount paid in excess of the prorated charges otherwise applicable to the opening period will be credited against the charge for the succeeding regular billing period, except that no such credit shall accrue if the total period of service is less than one month.
- c. It may not have always be practicable to read meters at intervals which will result in billing periods of equal numbers of days.
  - (1) Should a monthly billing period contain less than 27 days or more than 33 days a pro rata correction in the amount of the bill will be made.
  - (2) The charge for metered service for a bimonthly period will be computed by doubling the monthly minimum or readiness-to-serve charge and the number of cubic feet to which each block rate is applicable on a monthly basis.
  - (3) For billing periods other than monthly or bimonthly, adjustments will be made proportionate to that for a monthly billing period.
- d. Bills for metered service will show at least the reading of the meter at the end of the period for which the bill is rendered, the meter constant, if any, the number and kind of units, and date of the current meter reading.
- e. Each meter on a customer's premises will be considered separately and the readings of two or more meters will not be combined except where combination of meter readings is specifically provided for in the applicable rate schedule, or where the utility's operating convenience or necessity may require the use of more than one meter or a battery of meters. In the latter case, the monthly minimum or readiness-to-serve charges will be prorated from the monthly minimum or readiness-to-serve charges of the applicable rate schedule upon the basis of a meter size equivalent in diameter to the total combined discharge areas of such meters.

**2. Flat Rate Service**

- a. Bills for flat rate service are payable in advance.

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Advice Letter No. \_\_\_\_\_

\_\_\_\_\_  
NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

\_\_\_\_\_  
TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 9**  
(continued)

**RENDERING AND PAYMENT OF BILLS**

A. 2. b. The opening bill for flat rate service will be the established monthly charge for the service. Any amount paid in excess of the prorates charges otherwise applicable to the opening period will be credited against the charge for the succeeding regular billing period, except that no such credit shall accrue if the total period of service is less than one month.

c. For billing periods other than monthly, the charge for flat rate service will be computed by multiplying the monthly charge by the number of months in the billing period.

**3. Proration of Bills**

a. The charges applicable to opening periods, closing bills, and bills rendered for periods corresponding to less than 27 days or more than 33 days for monthly billing periods will be computed as follows:

**(1) Metered Service**

The amount of the minimum charge (and the quantity allowed therefor) or the readiness-to-serve charge and the quantity in each of the several quantity rate blocks will be prorated on the basis of the ratio of the number of days in the period to the number of days in an average billing period. The measured quantity of usage will be applied to such prorates amounts and quantities.

**(2) Flat Rate Service**

The billing period charge will be prorated on the basis of the ratio of the number of days in the period to the number of days in an average billing period.

**(3) Average Billing Period**

The number of days in an average billing period is defined as 365 divided by the number of billing periods in a year. (It is 30.4 days for a monthly billing period.)

**B. Payment of Bills**

Bills for service are due and payable upon presentation and payment may be made at any commercial office of the utility or to any representative of the utility authorized to make collections. Collection of closing bills may be made at the time of presentation.

1. The utility may charge \$20.00 for any bad check or electronic fund transfer not honored. **(C)**

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Advice Letter No. \_\_\_\_\_

\_\_\_\_\_  
NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

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TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 10

DISPUTED BILLS

A. Correctness of Bill

Any customer who has initiated a complaint to the utility or requested an investigation by the utility within five days of receiving a contested bill shall be given an opportunity for review of such complaint or investigation by a review manager of the utility. The review shall include consideration of whether the customer should be permitted to amortize the unpaid balance of his account over a reasonable period of time.

B. Notice of Deposit to Avoid Discontinuance

If an explanation satisfactory to the customer is not made by the utility and the bill is not paid within 19 days after its presentation, or at the time the explanation is made, whichever is longer, the utility will notify the customer in writing substantially as follows:

1. To avoid discontinuance of service, in lieu of paying the bill in question, the residential customer within 15 days and the non-residential customer within 7 days of the date of this notice, must deposit with the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, California 94102, (D) the amount of the bill claimed by the utility to be due.

C. Commission Appeal

When a customer and the utility fail to agree on a bill for service:

1. To avoid discontinuance of service, in lieu of paying the disputed bill the customer may deposit, with the California Public Utilities Commission at its office in 505 Van Ness Avenue, San Francisco, California 94102, the amount claimed by the utility to be due.
2. Checks or other forms of remittance for such deposit should be made payable to the California Public Utilities Commission and should be accompanied with the bill in question and a statement setting forth the basis for the dispute of the amount of the bill.

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Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**Rule No. 10  
(continued)**

**DISPUTED BILLS**

- C. 3. Upon receipt of the deposit, the bill and customer's statement of the dispute, the Commission will notify the utility, will review the basis of the billed amount, and will advise both parties of its findings disburse the deposit in accordance therewith.
- 4. Service will not be discontinued for nonpayment of the disputed bill when deposit has been made with the Commission pending the outcome of the Commission's review.
- 5. Failure of the customer to make such deposit prior to the expiration of the discontinuance of service notice as given in Rule 10, B.1. will warrant discontinuance of service.
- 6. If before completion of the Commission's review, additional bills become due which the customer wishes to dispute, he shall also deposit with the Commission the additional amounts claimed by the utility to be due for such additional bills before they become past due and failure to do so will warrant discontinuance of his service in accordance with Rule No. 11.

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Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**

**DISCONTINUANCE AND RESTORATION OF SERVICE**

**A. Customer's Request for Discontinuance of Service**

1. A customer may have service discontinued by giving not less than two days' advance notice thereof to the utility. Charges for service may be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required two days' advance notice.
2. When such notice is not given, the customer will be required to pay for service until two days after the utility has knowledge that the customer has vacated the premises or otherwise has discontinued water service.

**B. Discontinuance of Service by Utility**

**1. For Nonpayment of Bills**

- a. **Past-Due Bills.** When bills are rendered monthly or bimonthly, they will be considered past due if not paid within 19 days from the date of mailing. The utility shall allow every residential customer at least 19 days from the date of mailing its bill for services, postage prepaid, to make payment of the bill. The utility may not discontinue residential service for nonpayment of a delinquent account unless the utility first gives notice of the delinquency and impending discontinuance, at least 10 days prior to the proposed discontinuance, by means of a notice mailed, postage prepaid, to the customer to whom the service is provided if different than to whom the service is billed, not earlier than 19 days from the date of mailing the utility's bill for services. The 10-day discontinuance of service notice shall not commence until five days after the mailing of the notice.
- b. When a bill for water service has become past due and a 10-day discontinuance of residential service notice or a 7-day discontinuance of nonresidential service notice for nonpayment has been issued, service may be discontinued if bill is not paid within the time required by such notice. The customer's service, however, will not be discontinued for nonpayment until the amount of any deposit made to establish credit for that service has been fully absorbed.

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Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

- B. 1. c. Any customer, residential as well as nonresidential, who has initiated a billing complaint or requested an investigation within 5 days of receiving a disputed bill or who has, before discontinuance of service made a request for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full within the normal period for payment, shall not have residential water service discontinued for nonpayment during the pendency of an investigation by the utility of such customer complaint or request and shall be given an opportunity for review of the complaint, investigation, or request by a review manager of the utility. The review shall include consideration of whether a residential customer shall be permitted to make installment payments on any unpaid balance of the delinquent account over a reasonable period of time, not to exceed 12 months. Such service shall not be discontinued for nonpayment for any customer complying with an installment payment agreement entered into with the utility, provided the customer also keeps current his account for water service as charges accrue in each subsequent billing period. If a residential customer fails to comply with an installment payment agreement, the utility will give a 10-day discontinuance of service notice before discontinuing such service but such notice shall not entitle the customer to further investigation by the utility.
  
- d. Any customer whose complaint or request for an investigation pursuant to subdivision (c) has resulted in an adverse determination by the utility may appeal the determination to the Commission. Any subsequent appeal of the dispute or complaint to the Commission shall be in accordance with the Commission adopted Rules of Practice and Procedure.
  
- e. Service to a residential water customer will not be discontinued for nonpayment when the customer has previously established to the satisfaction of the utility that:
  - (1) The customer is elderly (age 62 or over) or handicapped,\* or upon certification of a licensed physician or surgeon that to discontinue water will be life threatening to the customer, and
  - (2) The customer is temporarily unable to pay for such service in accordance with the provisions of the utility's tariffs; and
  - (3) The customer is willing to arrange installment payments satisfactory to the utility over a period not to exceed 12 months, including arrangements for prompt payment of subsequent bills.

\* Proof of age must be supported by certificate of birth, driver's license, passport, or other reliable document. Proof of handicap must be by certification from a licensed physician, surgeon, public health nurse, or social worker.

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*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

- B. 1. e. However, service may be discontinued to any customer who does not comply with an installment payment agreement or keep current his account for water service as charges accrue in each subsequent billing period.
- f. A customer's residential service may be discontinued for nonpayment of a bill for residential service previously rendered him at any location served by the utility.
- g. Service will not be discontinued by reason of delinquency in payment for service on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the utility are not open to the public.
- h. Where water service is provided to residential users in a multi-unit residential structure, mobilehome park, or permanent residential structures in a labor camp, where the owner, manager, or operator is listed by the utility as the customer of record, the utility will make every good faith effort to inform the users, when the account is in arrears, that service will be discontinued. Notice will be in as prescribed in subdivision (a) above, and in Rules Nos. 5 and 8.
  - (1) Where said users are individually metered.

The utility is not required to make service available to these users unless each user agrees to the terms and conditions of service and meets the requirement of the law and the utility's rules and tariffs. However, if one or more users are willing and able to assume responsibility for subsequent charges by these users to the account to the satisfaction of the utility, and if there is a practical physical means, legally available to the utility of selectively providing services to these users who have met the requirements of the utility's rules and tariffs, the utility will make service available to these users. For these selected users, establishment of credit will be as prescribed in Rule No. 6, except that where prior service for a period of time is a condition for establishing credit with the utility, proof that is acceptable to the utility of residence and prompt payment of rent or other credit obligation during that period of time is a satisfactory equivalent.

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(To be inserted by utility)

*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

\_\_\_\_\_  
NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

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Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

B. 1. h. (2) Where said users are master metered.

The utility is not required to make service available to these users unless each user agrees to the terms and conditions of service, and meets the requirements of the law and the utility's rules and tariffs and the following.

The same Rule 11 Item B.1.h (1) above which applies to individually metered users also applies to master-metered users, except a representative may act on the behalf of a master-metered user, and the utility will not discontinue service in any of the following situations:

- (a) During the pendency of an investigation by the utility of a master-metered customer dispute or complaint.
  - (b) When the master-metered customer has been granted an extension of the period for repayment of a bill.
  - (c) For an indebtedness owed by the master-metered customer to any other person or corporation or when the obligation represented by the delinquent account or other indebtedness was incurred with a person or corporation other than the utility demanding payment therefor.
  - (d) When a delinquent account relates to another property owned, manager, or operated by the master-metered customer.
  - (e) When a public health or building officer certifies that discontinuance would result in a significant threat to the health or safety of the residential occupants or the public. Proof of age or handicap are described in Rule 11.B.1.e.
- i. A reasonable attempt must be made by the utility to personally contact an adult person on the residential customer's premises either by telephone or in person, at least 24 hours prior to discontinuance. For elderly or handicapped residential customers, the utility shall provide at least 48 hours' notice by telephone or in person. For these customers, if telephone or personal contact cannot be made, a notice of discontinuance of service shall be posted in a conspicuous location at the service address at least 48 hours prior to discontinuance. Such notice shall be independent of, and in addition to, other notice(s) as may be prescribed in the utility's tariffs.

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Advice Letter No. \_\_\_\_\_

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Decision No. \_\_\_\_\_

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Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

B. 1. j. Residential Customer's Remedies Upon Receipt of Discontinuance Notice

- (1) If upon receipt of a 10-day discontinuance notice, a residential customer is unable to pay, he must contact the utility before discontinuance of service to make payment arrangements to avoid discontinuance of service.
- (2) If, after contacting the utility, the residential customer alleges to the Commission an inability to pay and that he is unable to make payment arrangements with the utility he should write to the Commission's Consumer Affairs Branch (CAB) to make an informal complaint. This action must be taken within the 10-day discontinuance of service notice.
- (3) The CAB's resolution of the matter will be reported to the utility and the residential customer within ten business days after receipt of the informal complaint. If the customer is not satisfied with such resolution, he must file, within ten business days after the date of the CAB's letter, a formal complaint with the Commission under Public Utilities Code Section 1702 on a form provided by the CAB.
- (4) Failure of the residential as well as nonresidential customer to observe these time limits shall entitle the utility to insist upon payment or, upon failure to pay, to discontinue the customer's service.

k. Designation of a Third-Party Representative (Elderly or Handicapped only)

- (1) Customer must inform utility if he desires that a third party receive discontinuance or other notices on his behalf.
- (2) Utility must be advised of name, address, and telephone number of third party with a letter from third party accepting this responsibility.
- (3) Only customers who certify that they are elderly or handicapped are entitled to third-party representation.\*

\* Proof of age must be supported by certificate of birth, driver's license, passport, or other reliable document. Proof of handicap must be by certification from a licensed physician, surgeon, public health nurse, or social worker.

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Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
**(continued)**

**DISCONTINUANCE AND RESTORATION OF SERVICE**

**B. 2. For Noncompliance with Rules**

The utility may discontinue service to any customer for violation of these rules after it has given the customer at least five days' written notice of such intention. Where safety of water supply is endangered, service may be discontinued immediately without notice.

**3. For Waste of Water**

a. Where negligent or wasteful use of water exists on a customer's premises, the utility may discontinue the service if such practices are not remedied within five days after it has given the customer written notice to such effect.

b. In order to protect itself against serious and unnecessary waste of misuse of water, the utility may meter any flat rate service and apply the regularly established meter rates where the customer continues to misuse or waste water beyond five days after the utility has given the customer written notice to remedy such practices.

**4. For Unsafe Apparatus or Where Service is Detrimental or Damaging to the Utility or its Customers**

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water there on by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the utility or its customers, the service may be shut off without notice. The utility will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

**5. For Fraudulent Use of Service**

When the utility has discovered that a customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice. The utility will not restore service to such customer until that customer has complied with all filed rules and reasonable requirements of the utility and the utility has been reimbursed for the full amount of the service rendered and the actual cost to the utility incurred by reason of the fraudulent use.

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*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

**C. Restoration of Service**

**1. Reconnection Charge**

Where service has been discontinued for violation of these rules or for nonpayment of bills, the utility may charge \$25.00 for reconnection of service during regular working hours or \$40.00 for reconnection of service at other than regular working hours when the customer has requested that the reconnection be made at other than regular working hours.

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**2. To be Made During Regular Working Hours**

The utility will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit, otherwise reconnections will be made on the regular working day following the day the request is made.

**3. To be Made at Other Than Regular Working Hours**

When a customer has requested the reconnection be made at other than regular working hours, the utility will reasonably endeavor to so make the reconnection if practicable under the circumstances.

**4. Wrongful Discontinuance**

A service wrongfully discontinued by the utility, must be restored without charge for the restoration to the customer within 24 hours.

**D. Refusal to Serve**

**1. Conditions for Refusal**

The utility may refuse to serve an applicant for service under the following conditions:

- a. If the applicant fails to comply with any of the rules as filed with the Public Utilities Commission.

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(To be inserted by utility)

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(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**RULE NO. 11**  
(continued)

**DISCONTINUANCE AND RESTORATION OF SERVICE**

- D. 1. b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers.
- c. If, in the judgment of the utility, the applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered.
- d. Where service has been discontinued for fraudulent use, the utility will not serve an applicant until it has determined that all conditions of fraudulent use or practice has been corrected.

2. Notification to Customers

When a applicant is refused service under the provisions of this rule, the utility will notify the applicant promptly of the reason for the refusal of service and of the right of applicant to appeal the utility's decision to the Public Utilities Commission.

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(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

\_\_\_\_\_ NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

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Rule No. 12

INFORMATION AVAILABLE TO PUBLIC.

A. General Information

The utility will maintain, open for public inspection at its more important commercial offices, pertinent information regarding the service rendered, including the following:

1. Characteristics of Water

A description in writing of the kind of water to be furnished, whether filtered or unfiltered and whether treated or untreated and the extent thereof.

2. Rates and Rules

A copy of the tariff schedules consisting of rates, general rules of the utility, service area maps and forms of contracts and application applicable to the territory served from that office.

3. Reading Meters

Information about method of reading meters.

4. Bill Analysis

A statement of the most recent past readings of the meter or meters serving a customer's own premises for a period of two years.

B. Rates and Optional Rates

The utility will explain to every applicant for service each rate schedule which is applicable, and of the applicant's right to elect therefrom the option under which service is desired.

C. New or Revised Rates

Should new or revised rates be established, the utility will duly notify all customers affected.

D. Change of Rate Schedule by Customer

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1. Should a customer elect to take service under a different applicable rate schedule, the change will become effective immediately after the regular meter reading next following the date of such request for metered service and at the beginning of the regular billing period next following such request for flat rate service. The utility may refuse to permit such a change unless service has been taken under the current rate schedule

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Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule 12  
(continued)

INFORMATION AVAILABLE TO PUBLIC

- D. 1. for a period of not less than 12 months, except such change will be permitted when an applicable new or revised rate schedule is first put into effect or the customer's operations have so changed as to justify immediate transfer to a different schedule.
- 2. When service is furnished on an annual or seasonal basis, a change in schedule may be made only at the end of a regular billing period.

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Decision No. \_\_\_\_\_

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Effective \_\_\_\_\_

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Rule No. 13

TEMPORARY SERVICE

A. Establishment of Temporary Service

1. The utility will, if no undue hardship to its existing customers would result therefrom, furnish temporary service when the applicant has requested service on this basis or the utility reasonably expects the service to be temporary and the applicant therefor has:

a. Advanced to the utility the estimated net cost of installing and removing the facilities necessary to furnish the service; and,

b. (1) Deposited a sum of Money equal to the estimated bill when the duration of service is to be for a period of one month or less, subject to adjustment and refund or repayment in accordance with the actual bill due upon discontinuance of the service,

OR

b (2) Established credit in the same manner as is prescribed for permanent service when the duration of service is to exceed one month.

2. Adjustment of any difference between the net cost advanced and the actual cost of installing and removing the facilities necessary to furnish the service, including reasonable costs for depreciation and consumption of such facilities, will be made within 10 days after the utility has ascertained such actual cost. The actual cost thus advanced is not subject to refund except as hereinafter provided.

B. Change to Permanent Status

1. In the event a temporary service becomes permanent, the utility will refund the amount advanced for the temporary service when a main extension is not involved.

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Advice Letter No. \_\_\_\_\_

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Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 13

TEMPORARY SERVICE

(continued)

B. Change to Permanent Status (continued)

2. Where a main extension to an individual is involved, exclusive of an extension to serve a real estate development or subdivision, service which was initiated as temporary service hereunder when continued for 36 consecutive months, and at the end of that period appears to be permanent and established character and is received at a premises improved with structures of a permanent nature, will be then treated as though it had initially furnished on a permanent basis in accordance with Rule No. 15, Main Extensions. The amount advanced for the temporary service will be applied in full by the utility to the balance of any advance then due under such application of said main extension rule; any excess thereof over any such balance will be refunded by the utility.

C. Rates, Charges and Conditions for Service

Rates, charges and conditions for temporary service will be the same as those prescribed for permanent service as are herein otherwise provided.

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Advice Letter No. \_\_\_\_\_

NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 14

CONTINUITY OF SERVICE

A. Emergency Interruptions

- 1. The utility will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to re-establish service with the shortest possible delay consistent with the safety to its customers and the general public.
- 2. Where an emergency interruption of service affects the service to any public fire protection device, the utility will promptly endeavor to notify the Fire Chief or other public official responsible for fire protection of such interruption and of subsequent restoration of normal service.

B. Scheduled Interruptions

- 1. Whenever the utility finds it necessary to schedule an interruption to its service, it will, where feasible, notify all customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Schedule interruptions will be made at such hours as will provide least inconvenience to the customers consistent with reasonable utility operations.
- 2. Where public fire protection is provided by the mains affected by the interruptions, the utility will promptly endeavor to notify the Fire Chief or other officials responsible for fire protection, stating the approximate time and anticipated duration. In addition, the Fire Chief or other official responsible for fire protection will be notified promptly upon restoration of service/

C. Apportionment of Supply During Times of Shortage

During times of threatened or actual water shortage, the utility will apportion its available water supply among its customers as directed by the Public Utilities Commission. In the absence of direction from the Commission, it will apportion the supply in the manner that appears most equitable under circumstances then prevailing and with due regard to public health and safety.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 15

MAIN EXTENSIONS

A. General Provisions and Definitions

1. Applicability

- a. All extensions of distribution mains, from the utility's basic production and transmission system or existing distribution system, to serve new customers, except for those specifically excluded below, shall be made under the provisions of this rule unless specific authority is first obtained from the Commission to deviate therefrom. A main extension contract shall be executed by the utility and the applicant or applicants for the main extension before the utility commences construction work on said extensions or, if constructed by applicant or applicants, before the facilities comprising the main extension are transferred to the utility.
- b. Extensions primarily for fire hydrant, private fire protection, resale, temporary, standby, or supplemental service shall not be made under this rule.
- c. The utility may, but will not be required to, make extensions under this rule in easements or rights-of-way where final grades have not been established, or where street grades have not been brought to those established by public authority. If extensions are made when grades have not been established and there is a reasonable probability that the existing grade will be changed, the utility shall require that the applicant or applicants for the main extension deposit, at the time of execution of the main extension agreement, the estimated net cost of relocating, raising or lowering facilities upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, raising or lowering facilities shall be made within ten days after the utility has ascertained such actual cost. The net deposit representing actual cost is not subject to refund. The entire deposit related to the proposed relocation, raising or lowering shall be refunded when such displacements are determined by proper authority to be not required.

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Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

A. 2. Limitation of Expansion

- a. Whenever the outstanding advance contract balances reach 40 percent of total capital (defined, for the purpose of this rule, as proprietary capital, or capital stock and surplus, plus debt and advances for construction) the utility shall so notify the Commission with thirty days.
- b. Whenever the outstanding advance contract balances plus the advance on a proposed new extension would exceed 50 percent of total capital, as defined in Section A.2.a. plus the advance on the proposed new extension, the utility shall not make the proposed new extension of distribution mains without authorization of the Commission. Such authorization may be granted by a letter from the Executive Director of the Commission.
- c. Whenever the outstanding advance contract balances reach the above level, the utility shall so notify the Commission within thirty days.

3. Definitions

- a. A "bona-fide customer," for the purposes of this rule, shall be a customer (excluding any customer formerly served at the same location) who has given satisfactory evidence that service will be reasonably permanent to the property which has been improved with a building of a permanent nature, and to which service has commenced. The provision of service to a real estate developer or builder, during the construction or development period, shall not establish him as a bona-fide customer.
- b. A "real estate developer" or "builder," for the purposes of this rule, shall include any individual, association of individuals, partnership, or corporation that divides a parcel of land into two or more portions, or that engages in the construction and resale of individual structures on a continuing basis.

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Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

A. 3. c. The "adjusted construction cost," for the purposes of this rule, shall be reasonable and shall not exceed the costs recorded in conformity with generally accepted water utility accounting practices, and as specifically defined in the Uniform System of Accounts for Water Utilities prescribed by the Commission for installing facilities of adequate capacity for the service requested. If the utility, at its option, should install facilities with a larger capacity or resulting in a greater footage of extension than required for the service requested, the "adjusted construction cost," for the purpose of this rule, shall be determined by the application of an adjustment factor to actual construction cost of facilities installed. This factor shall be the ratio of estimated cost of required facilities to estimated cost of actual facilities installed.

4. Ownership, Design, and Construction of Facilities

- a. Any facilities installed hereunder shall be the sole property of the utility. In those instances in which title to certain portions of the installation, such as fire hydrants, will be held by a political subdivision, such facilities shall not be included as a part of the main extension under this rule, and will neither be owned by the utility nor subject to refund under the provisions of Section C.2. of this rule.
- b. The size, type, quality of materials, and their location shall be specified by the utility; and the actual construction shall be done by the utility or by a constructing agency acceptable to it.
- c. Where the property of an applicant is located adjacent to a right-of-way, exceeding 70 feet in width, for a street, highway, or other public purpose, regardless of the width of the traveled way or pavement; or on a freeway, waterway, or railroad right of way, the utility may elect to install a main extension on the same side thereof as the property of the applicant, and the estimated, and the adjusted construction costs in such case shall be based upon such an extension.

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Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

A. 4. d. When an extension must comply with an ordinance, regulation, or specification of a public authority, the estimated and adjusted construction costs of said extension shall be based upon the facilities required to comply therewith.

e. If the following provisions for water conservation are included in local building codes and/or ordinances, the main extension contract shall contain these provisions.

(1) All interior plumbing in new buildings shall meet the following requirements:

(a) Toilets shall not use more than 3-1/2 gallons per flush, except that toilets and urinals with flush valves may be installed.

(b) Shower heads shall contain flow controls which restrict flow to a maximum of approximately 3 gallons per minute.

(c) Kitchen and lavatory faucets shall have flow controls which restrict flow to a maximum of approximately 2 gallons per minute.

(2) All new parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments and industrial parks shall have a well-balanced automatic irrigation system designed by a landscape architect or other competent person, and shall be operated by electric time controller stations set for early morning irrigation.

5. Estimates, Plans, and Specifications

a. Upon request by a potential applicant for a main extension of 100 feet or less, the utility shall prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be advanced by said applicant. (N)

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule No. 15**  
(continued)

**MAIN EXTENSIONS**

- A. 5. b. Any applicant for a main extension requesting the utility to prepare detailed plans, specifications, and cost estimates shall be required to deposit with the utility an amount equal to the estimated cost of preparation of such material. The utility shall, upon request, make available within 45 days after receipt of the deposit referred to above, such plans, specifications, and cost estimates of the proposed main extension. If the extension is to include oversizing of facilities to be done at the utility's expense, appropriate details shall be set forth in the plans, specifications, and cost estimates.
- c. In the event a main extension contract with the utility is executed within 180 days after the utility furnishes the detailed plans and specifications, the deposit shall become a part of the advance, and shall be refunded in accordance with the terms of the main extension contract. If such contract is not so executed, the deposit to cover the cost of preparing plans, specifications, and cost estimates, shall be forfeited by the applicant for the main extension and the amount of the forfeited deposit shall be credited to the account or accounts to which the expense of preparing said material was charged.
- d. When detailed plans, specifications, and cost estimates are requested, the applicant for a main extension shall furnish a map to a suitable scale showing the street and lot layouts and, when requested by the utility, contours or other indication of the relative elevation of the various parts of the area to be developed. If changes are made subsequent to the presentation of this map by the applicant, and these changes require additional expense in revising plans, specifications, and cost estimates, this additional expense shall be borne by the applicant, not subject to refund, and the additional expense thus recovered shall be credited to the account or accounts to which the additional expense was charged.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule No. 15**  
(continued)

**MAIN EXTENSIONS**

**A. 6. Timing and Adjustment of Advances**

- a. Unless the applicant for the main extension elects to arrange for the installation of the extension himself, as permitted by Section C.1.c., the full amount of the required advance or an acceptable surety bond must be provided to the utility at the time of execution of the main extension agreement.
- b. If the applicant for a main extension posts a surety bond in lieu of cash, such surety bond must be replaced with cash not less than ten calendar days before construction is to commence; provided, however, that if special facilities are required primarily for the service requested, the applicant for the extension may be required to deposit sufficient cash to cover the cost of such special facilities before they are ordered by the utility.
- c. An applicant for a main extension who advances funds shall be provided with a statement of actual construction cost and adjusted construction cost showing in reasonable detail the costs incurred for material, labor, any other direct and indirect costs, overheads, and total costs; or unit costs; or contract costs, whichever are appropriate.
- d. Said statement shall be submitted within sixty days after the actual construction costs of the installation have been ascertained by the utility. In the event that the actual construction costs for the entire installation shall not have been determined within 120 days after completion of construction work, a preliminary determination of actual and adjusted construction costs shall be submitted, based upon the best available information at that time.
- e. Any differences between the adjusted construction costs and the amount advanced shall be shown as a revision of the amount of advance and shall be payable within thirty days of date of submission of statement.

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Resolution No. \_\_\_\_\_

**Rule No. 15**  
(continued)

**MAIN EXTENSIONS**

**A. 7. Assignment of Main Extension Contracts**

Any contract entered into under Sections B and C of this rule, or under similar provisions of former rules, may be assigned, after settlement of adjusted construction costs, after written notice to the utility by the holder of said contract as shown by the utility's records. Such assignment shall apply only to those refunds which become due more than thirty days after the date of receipt by the utility of the notice of assignment. The utility shall not be required to make any one refund payment under such contract to more than a single assignee.

**8. Interpretations and Deviations**

In case of disagreement or dispute regarding the application of any provision of this rule, or in circumstances where the application of this rule appears unreasonable to either party, the utility, applicant or applicants may refer the matter to the Commission for determination.

**B. Extensions to Serve Individuals**

**1. Payment**

Extensions of water mains to serve new individual customers shall be paid for and contributed to the utility by the individual customer requesting the main extension. Calculation of payment shall be on the basis of a main not in excess of 6" in diameter, except where a larger main is required by the special needs of the new customer. The utility shall be responsible for installing and paying for service pipes, meter boxes, and meters to serve the new individual customer; provided, however, a Class C or Class D utility, or a Class A or Class B utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a connection fee calculated pursuant to the Commission's Connection Fee Data Form contained in the utility's tariffs.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

B. 2. Refunds

If subsequent applications for water service are connected directly to the main extension contributed by the original individual customer, such subsequent applicants shall pay to the utility an amount equal to the cost of 100 feet of the original extension. Such amounts shall be immediately refunded by the utility to the initial customer who originally paid for and contributed the main extension to the utility. Total payments to the initial customer by subsequent applicants for water service who are connected directly to the extension shall not exceed the original cost of the extension. No refunds shall be made after a period of ten years from completion of the main extension. (C)

C. Extensions to Serve Subdivisions, Tracts, Housing Projects, Industrial Developments, Commercial Buildings, or Shopping Centers.

1. Advances

a. Unless the procedure outlined in Section C.1.c., is followed, an applicant for a main extension to serve a new subdivision, tract, housing project, industrial development, commercial building, or shopping center shall be required to advance to the utility, before construction is commenced, the estimated reasonable cost of the extension to be actually installed, from the nearest utility facility at least equal in size or capacity to the main required to serve both the new customers and a reasonable estimate of the potential customers who might be served directly from the main extension. The costs of the extension shall include necessary service stubs or service pipes, fittings, gates and housing therefor, and meter boxes, but shall not include meters. To this shall be added the cost of fire hydrants when requested by the applicant for the main extension or required by public authority, whenever such hydrants are to become the property of the utility.

b. If special facilities consisting of items not covered by Section C.1.a. are required for the service requested and, when such facilities to be installed will supply both the main extension and other parts of the utility's system, at least 50 percent of the design capacity (in gallons, gpm, or other appropriate units) is required to supply the main extension, the cost of such special facilities may be included in the advance, subject to refund, as hereinafter provided, along with refunds of the advance of the cost of the extension facilities described in Section C.1.a. above.

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Decision No. \_\_\_\_\_

TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

C. 1. c. In lieu of providing the advances in accordance with Sections C.1.a. and C.1.b., the applicant for a main extension shall be permitted, if qualified in the judgment of the utility, to construct and install the facilities himself, or arrange for their installation pursuant to competitive bidding procedures initiated by him and limited to the qualified bidders. The cost, including the cost of inspection and supervision by the utility, shall be paid directly by applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount to be treated as an advance subject to refund shall be the lesser of (1) the actual cost, or (2) the price quoted in the utility's detailed cost estimate. The installation shall be in accordance with the plans and specifications submitted by the utility pursuant to Section A.5.b.

d. If, in the opinion of the utility it appears that a proposed main extension will not, within a reasonable period, develop sufficient revenue to make the extension self-supporting, or if for some other reason it appears to the utility that a main extension contract would place an excessive burden on customers, the utility may require nonrefundable contributions of plant facilities from developers in lieu of a main extension contract.

If an applicant for a main extension contract who is asked to contribute the facilities believes such request to be unreasonable, such applicant may refer the matter to the Commission for determination, as provided for in Section A.8. of this rule.

2. Refunds

a. The amount advanced under Sections C.1.a., C.1.b., and C.1.c. shall be subject to refund by the utility, in cash, without interest, to the party or parties entitled thereto as set forth in the following two paragraphs. The total amount so refunded shall not exceed the total of the amount advanced and for a period not to exceed 40 years after the date of the contract.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule No. 15**  
(continued)

**MAIN EXTENSIONS**

C. 2. b. Payment of refunds shall be made not later than June 30 of each year, beginning the year following execution of contract, or not later than 6 months after the contract anniversary date if on an anniversary date basis.

c. Whenever costs of main extensions and/or special facilities have been advanced pursuant to Section C.1.a., C.1.b., or C.1.c., the utility shall annually refund to the contract holders an amount equal to 2-1/2 percent of the advances until the principal amounts of the contracts have been fully repaid.

Whenever costs of special facilities have been advanced pursuant to Sections C.1.b., or C.1.c., the amount so advanced shall be divided by the number of lots (or living units, whichever is greater) which the special facilities are designed to serve, to obtain an average advance per lot (or living unit) for special facilities. When another builder applies for a main extension to serve any lots for which the special facilities are to be used, the new applicant shall, in addition to the costs of his proposed main extension, also advance an amount for special facilities. This amount shall be the average advance per lot for special facilities for each lot to be used less 2-1/2 percent of the average advance for each year in which refund have been due and payable on the original contract, prorated to June 30, or the contract anniversary date on a monthly basis.

The amount advanced to the utility by the new applicant shall be immediately refunded to the holder of the original contract, which included the cost of the special facilities, and the original contract advance will be reduced accordingly. The utility will thenceforth refund 2-1/2 percent annually on each of the contract amounts, as determined above, to the holders of the contracts.

Advances and refunds based on additional builder participation will be determined in a similar manner.

In no case shall the refund on any contract exceed the amount advanced.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule No. 15**  
(continued)

**MAIN EXTENSIONS**

C. 3. a. Any contract whose refunds are based on a percentage of the amount advanced may be purchased by the utility and terminated provided that the terms are mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. are complied with. The maximum price that may be paid by the utility to terminate a contract shall be calculated by multiplying the remaining unrefunded contract balance times the appropriate termination factor set out below. No contract that has been in effect for less than 10 years shall be terminated without prior Commission approval.

Termination Factors

Years Remain'g	Factor	Years Remain'g	Factor	Years Remain'g	Factor	Years Remain'g	Factor
1	.8929	11	.5398	21	.3601	31	.2608
2	.8450	12	.5162	22	.3475	32	.2535
3	.8006	13	.4941	23	.3356	33	.2465
4	.7593	14	.4734	24	.3243	34	.2399
5	.7210	15	.4541	25	.3137	35	.2336
6	.6852	16	.4359	26	.3037	36	.2276
7	.6520	17	.4188	27	.2942	37	.2218
8	.6210	18	.4028	28	.2851	38	.2136
9	.5920	19	.3877	29	.2766	39	.2111
10	.5650	20	.3729	30	.2685	40	.2061

b. Any contract with refunds based upon percentage of revenues and entered into under Section C. of the former rule, may be purchased by the utility and terminated, provided the payment is not in excess of the estimated revenue refund multiplied by the termination factor in the following table, the terms are otherwise mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. herein are complied with. The estimated revenue refund is the amount that would otherwise be refunded, at the current level of refunds, over the remainder of the twenty-year contract period, or shorter period that would be required to extinguish the total refund obligation. It shall be determined by multiplying 22 percent of the average annual revenue per service for the immediately preceding calendar year

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Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

C. 3. b. by the number of bona fide customers at the proposed termination date, times the number of years or fractions thereof to the end of the twenty-year contract period or shorter period that would be required to refund the remaining contract balance.

Termination Factors

Years Remaining	Factor	Years Remaining	Factor
1	.8929	11	.5398
2	.8450	12	.5162
3	.8006	13	.4941
4	.7593	14	.4734
5	.7210	15	.4541
6	.6852	16	.4359
7	.6520	17	.4188
8	.6210	18	.4028
9	.5920	19	.3877
10	.5650		

c. The utility shall furnish promptly to the Commission the following information in writing and shall obtain prior authorization by a formal application under Sections 816-830 of the Public Utilities Code if payment is to be made other than in cash:

- (1) A copy of the main extension contract, together with data adequately describing the development for which the advance as made and the total adjusted construction cost of the extension.
- (2) The balance unpaid on the contract and the calculation of the maximum termination price, as above defined, as of the date of termination and the terms under which the obligation was terminated.
- (3) The name of the holder of the contract when terminated.

d. Discounts obtained by the utility from contracts terminated under the provisions of this section shall be accounted for by credits to Ac. 265, Contributions in Aid of Construction.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 15  
(continued)

MAIN EXTENSIONS

D. Extension Designed to Include Fire Protection

1. The cost of distribution mains designed to meet the fire flow requirements set forth in Section VIII.1(a) of General Order No. 103 is to be advanced by the applicant. The utility shall refund this advance as provided in Sections B.2. and C.2. of this rule.
2. Should distribution mains be designed to meet fire flow requirements in excess of those set forth in Section VIII.1(a) of General Order No. 103, the increase in cost of the distribution mains necessary to meet such higher fire flow requirements shall be paid to the utility as a contribution in aid of construction.
3. The cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection purposes, or portions of such facilities allocated in proportion to the capacity designed for fire protection purposes, shall be paid to the utility as a contribution in aid of construction.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

A. General

1. Utility's Responsibility

- a. (1) In urban areas with dedicated front streets, rear service roads, or public utility easements the utility will furnish and install the service pipe, curb stop, meter and meter box at its own expense for the purpose of connecting its distribution system to the customer's piping, except for temporary services and as otherwise provided in Rule No. 15, Main Extensions. The service connection, curb stop, meter and meter box will be installed at a convenient place between the property line and the curb, or inside the customer's property line where necessary.
- (2) In areas which do not have dedicated front streets, rear service roads, or public utility easements, the utility will furnish and install the service pipe, curb stop, meter and meter box as above provided but at a convenient point on or near the customer's property except for service beyond the service area.
- b. The service connection will determine the point of delivery of water service to the customer.

2. Customer's Responsibility

a. Condition Precedent to Receiving Service

The customer as a condition precedent to receiving service shall:

- (1) Furnish and lay the necessary piping to make the connection from the service connection to the place of consumption and shall keep such piping in good repair in accordance with such reasonable requirements of the utility as may be incorporated in its rules herein.
- (2) Provide a main valve on the piping between the service connection and the point of customer use.
- (3) Where service is rendered at or near the service area boundary for use beyond the service area, install, operate, and maintain the facilities necessary to provide service.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule No. 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

A. 2. b. The customer's piping shall extend to that point on the curb line or property line of easiest access to the utility from its existing distribution system or requiring the least extension of the existing distribution main. The utility shall be consulted before installation thereof and its approval of location secured.

3. Ownership and Absence of Rental Obligation Where Facilities Are on Premises of Customer.

a. The service pipe, curb stop, meter, and meter box furnished by or on behalf of the utility at its own expense and located wholly or partially upon a customer's premises are the property of the utility. (N)

b. No rent or other charge will be paid by the utility where the utility-owned service facilities are located on a customer's premises.

4. Access to Premises of Customer

a. The utility shall at all reasonable hours have access to meters, service connections and other property owned by it which may be located on customer's premises for purposes of installation, maintenance, operation or removal of the property at the time service is to be terminated. The customer's system should be open for inspection at all reasonable times to authorized representatives of the utility.

b. Any inspection work or recommendations made by the utility or its agents in connection with plumbing or appliances or any use of water on the customer's premises, either as a result of a complaint or otherwise, will be made without charge.

A. 5. b. Responsibility for Loss or Damage

a. The utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or of a customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment for which service is supplied.

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Decision No. 91-04-068

TITLE

Effective 8/25

Resolution No. \_\_\_\_\_

**Rule No. 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

A. 5. b. The customer will be held responsible for damage to utility's meters and other property resulting from the use or operation of appliances and facilities on customer's premises, including, but not limited to damage caused by steam, hot water, or chemicals.

**B. Services**

**1. Charge for Service Connections**

Except as provided in subparagraphs a., b., or c. below, the utility shall make no charge to a customer for making a service connection except in case of connections for private fire protection service, connections for temporary service, changes made at the request and for the convenience of the customer, where additional connections are requested because of divisions of land ownership when the land before division was receiving service, and as otherwise provided in the utility's main extension rules. (N)

**a. Individual Customer Connection Fee.**

A Class C or Class D utility, or a Class A or Class B utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a connection fee calculated pursuant to the Commission's Connection Fee Data Form contained in the utility's tariffs. (N)

b. In lieu of paying the connection fee, an applicant for a service connection may retain a licensed contractor, qualified in the judgment of the utility, to install the service connection. Cost to the utility of inspection and supervision of the installation, including gross-up for tax required by a contribution, shall be paid by the applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount shall be treated as contribution by the utility. The installation shall be in accordance with plans and specifications of the utility.

**c. Individual Customer Facilities Fee**

A Class C or Class D utility, or a Class A or Class B utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a facilities fee calculated pursuant to tariff approved by the Commission. (N)

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

**B. 2. Size of Service Pipe**

- a. The minimum size of service pipe installed by the utility will not be less than 3/4-inch nominal size.
- b. The utility may require the customer to provide such data as may be necessary for the utility to properly size a service larger than 3/4-inch nominal size consistent with pressure requirements.

**3. Installation**

Only duly authorized employees or agents of the utility (or contractors, upon approval of the utility) will be permitted to install a service pipe from the utility's main to the location of the service connection. The connection from the meter to the customer's piping will be made by the utility; provided, however, that if the customer's piping requires repair or replacement, the connection may, at the option of the utility, be made by the customer or his agent.

(N)  
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**C. Cross-Connections**

**1. Protective Regulation**

No physical connection between the potable water supply system of the public utility and that of any other water supply or source of actual or potential contamination will be permitted except in compliance with the regulations of the State Department of Public Health contained in Title 17, Sections 7583-7605 of the California Code of Regulations under "Regulations Relating to Cross-Connections."

**2. Backflow Preventers Required**

The utility will evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. As a minimum, the evaluation will consider: the existence of cross-connections, the nature of materials handled on the property, the probability of a backflow occurring, the degree of piping system complexity, and the potential for piping system modification.

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Decision No. 91-04-068

TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

**Rule 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

- C. 2. The utility will require the installation of approved backflow preventers of required type under any of the following conditions:
  - a. Where a fresh water supply which has not been approved by the State Department of Health Services is already available from a well, spring, reservoir or other source. (If the customer agrees to abandon this other supply and agrees to remove all pumps and piping necessary for the utilization of this supply, the installation of backflow preventers will not be required.)
  - b. Where salt water, or water otherwise contaminated, is available for industrial or fire protection purposes at the same premises.
  - c. Where the premises are or may be engaged in industrial processes using or producing process waters or liquid industrial wastes, or where the premises are or may be engaged in handling sewage or any other dangerous substances.
  - d. Where fresh water hydrants or other outlets are or may be installed on piers or docks.
  - e. Where the circumstances are such that there is special danger of backflow of sewage or other contaminated liquids through plumbing fixtures or water-using or treating equipment, or storage tanks and reservoirs.
  - f. Premises that have internal cross-connections that are not abated to the satisfaction of the utility or the health agency.
  - g. Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
  - h. Premises having a repeated history of cross-connections being established or re-established.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**Rule 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

C. 3. Type and Expense of Backflow Preventers

Any backflow preventer utilized shall be of the type and design specified and approved for the circumstances in Section 7604, Title 17 of the California Code of Regulations, except that a customer may utilize an approved backflow preventer providing greater protection than required by Section 7604. Such backflow preventers shall be installed by and at the expense of the customer, in a manner approved by the utility and the public health agency having jurisdiction. Backflow preventers shall be installed as close as practical to the customer's connection to the utility and in a location which is readily available for periodic inspection.

Backflow preventers shall be tested, repaired or replaced at the expense of the customer.

4. Periodic Testing of Backflow Preventers

Whenever a backflow preventer is installed, relocated, or repaired, the customer shall have it tested by persons who have demonstrated their competency in testing of these preventers to the utility or health agency. Backflow preventers shall be tested at least annually or more frequently if determined to be necessary by the health agency or utility. The utility shall notify the customer when testing of backflow preventers is needed. The notice shall give the date when the test must be completed. Reports of testing and maintenance shall be maintained by the utility for a minimum of three years.

5. Refusal to Serve or Discontinuance of Service

The utility may refuse or discontinue service:

- a. Until there has been installed on the customer's piping an approved backflow preventer of the required type, if one is required.
- b. Where the utility has been denied access to the customer's premises to make an evaluation.
- c. Where the customer refuses to test a backflow preventer, or to repair or replace a faulty backflow preventer.

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Decision No. \_\_\_\_\_

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Effective —

Resolution No. \_\_\_\_\_

**Rule 16**  
(continued)

**SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES**

- C. 5. d. Where there is a direct or indirect connection between the public water system and a sewer line.
- e. Where there is an unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
- f. Where there is an unprotected direct or indirect connection between the public water system and auxiliary water system.
- g. When there is a situation which presents an immediate health hazard to the public water system.

C. 6. Pumps and Boosters

When a customer receiving service at the utility's main or service connection must, by means of a pump of any kind, increase the pressure of the water received, the pump shall not be attached to any pipe directly connected to the utility's main or service pipe. Such pumping or boosting of pressure shall be done, at the option of the utility, either:

- a. From a sump, cistern or storage tank which must be served through an air gap connection, or
- b. From a combination of an approved backflow preventer plus a device approved by the water utility to prevent the booster pump from drawing the utility's system pressure below 20 psig.

This requirement shall not apply to American Water Works Association (AWWA) Class 2 Fire Protection systems, except as provided for in the Information Bulletin issued by the Office of State Fire Marshal on December 10, 1984.

AWWA Class 2 fire protection systems have direct connections from public water mains only; no pumps, tanks or reservoirs, except that booster pumps may be installed in the connections from the street mains to the fire protection systems; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry wells, or other safe outlets.

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NAME

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Decision No. \_\_\_\_\_

TITLE

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Resolution No. \_\_\_\_\_

Rule No. 17

STANDARDS FOR MEASUREMENT OF SERVICE

The standards for Measurement of Service are contained in General  
Order No. 103 and therefore are not covered under this rule.

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Decision No. \_\_\_\_\_

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Rule No. 18

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

A. Tests on Customer Request

1. Compliance by Utility

The utility will within one week after request by a customer proceed to test the meter serving the customer's premises, except where service is rendered from open conduits such test may be deferred for a reasonable length of time when it would necessitate the interruption of service to any other customer. Such test of meters, other than displacement meters for which standards of accuracy are established in General Order No. 103, Measurement of Service, will consist of an acceptable method of verifying the accuracy of the meter.

2. Charge for Test

No charge will be made for the test of a meter made at the request of a customer, except where a customer requests a test within six months after installation of the meter or more often than once a year, in which cases the customer shall be required to deposit within the utility of the following amount to cover the cost of each such test:

<u>Size of Meter</u>	<u>Amount of Deposit</u>
One inch or smaller .....	\$2.00
Larger than one inch .....	3.50

3. Test Procedure

Every meter tested at the request of a customer will be tested in the condition as found in the customer's service prior to any alteration or adjustment in order to determine the average meter error. This test will consist of testing at the three rates of flow as determined in General Order No. 103 under "Accuracy Requirements of Water Meters", and in addition, at twice the minimum test flow. The average meter error will be considered to be the algebraic average of the errors of the three highest test flows.

4. Return of Deposit

Any deposit made under paragraph 2, above, will be returned to the customer if the average meter error is found to be more than 2% fast. The customer will be notified not less than five days in advance of the time and place of the test.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 18

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR  
(continued)

5. Location of Test

A customer will have the right to require the utility to conduct the test in such customer's presence or in the presence of a representative of such customer. Where the utility has no proper meter testing facilities available locally, the meter may be tested by a meter manufacturer or its agency, or by any other reliable organization equipped for water meter testing or by the utility's meter testing plant where located in some other community, in which latter case the utility upon demand of the customer will furnish the customer with a notarized statement certifying as to the method used in making the test and as to the accuracy of the meter.

6. Report of Test to Customer

A report showing the results of the test will be furnished to the customer within 15 days after the completion of the test.

B. Adjustment of Bills for Meter Error

1. Fast Meters

When, upon test, a meter is found to be registering more than 2% fast, the utility will refund to the customer the amount of the overcharge based on corrected meter readings for the period the meter was in use but not to exceed a period of six months.

2. Slow Meters

a. Commercial Service

When, upon test, a meter used for commercial (residential and business) service is found to be registering more than 25% slow, the utility may bill the customer for the amount of the undercharge based upon corrected meter readings for the period the meter was in service but not to exceed a period of three months.

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Decision No. \_\_\_\_\_

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Resolution No. \_\_\_\_\_

Rule No. 18

METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR  
(continued)

2. Slow Meters (continued)

b. Other than Commercial Service

When, upon test, a meter used for other than commercial service is found to be registering more than 5% slow, the utility may bill the customer for the amount of the undercharge based upon corrected meter readings for the period the meter was in service but not to exceed a period of three months.

3. Nonregistering Meters

The utility may bill the customer for water consumed while the meter was nonregistering, but not to exceed a period of three months, at the minimum monthly meter rate, or upon an estimate of the consumption based upon the customer's prior use during the same season of the year if conditions were unchanged, or upon an estimate based upon a reasonable comparison with the use of other customers during the same period receiving the same class of service under similar circumstances and conditions.

4. General

When it is found that the error in a meter is due to some cause, the date of which can be fixed, the overcharge or the undercharge will be computed back to but not beyond such date.

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Resolution No. \_\_\_\_\_

Rule No. 19

SERVICE TO SEPARATE PREMISES AND MULTIPLE UNITS, AND RESALE OF WATER

A. Number of Services to Separate Premises

Separate premises under single control or management will be supplied through separate individual service pipes unless the utility elects otherwise.

B. Service to Multiple Units on Same Premises

Separate houses, buildings, living or business quarters on the same premises or on adjoining premises, under a single control or management, may be served by either of the following methods:

1. Separate Service Pipe (N)

Serve through separate pipes to each or any unit provided that the piping system from each service is independent of the others, and is not interconnected. (N)

2. Single Service Pipe (N)

a. Serve through a single service pipe to supply the entire premises, in which case only one minimum or readiness to serve charge will be applied. (N)

b. Owners or operators of a mobilehome park or a multiple unit residential complex who receive water service pursuant to B.2.a. above may submeter each individual residential unit in the park or complex. Such owners or operators are exempted from the Commission's jurisdiction, control, and regulation provided that each submetered user is charged at the rate which would be applicable if the user were receiving the water directly from the service public utility water company. (N)

c. Upon written request by such owner or operator, the utility will provide on a continuing basis, copies of the current rates applicable. The utility shall have no responsibility for monitoring or enforcing the provisions of B.2.b. (N)

The responsibility for payment of charges for all service furnished to combined units through a single service pipe in accordance with these rules, must be assumed by the applicant.

C. Resale of Water

Except by special agreement with the utility, or except as provided in B.2.b. above, no customer shall resell any of the water received from the utility, nor shall such water be delivered to premises other than those specified in such customer's application for service. (N)

(To be inserted by utility)

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Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

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Rule No. 20

WATER CONSERVATION

A. Purpose

The purpose of this rule is to ensure that water resources available to the utility are put to a reasonable beneficial use and that the benefits of the utility's water supply and service extend to the largest number of persons.

B. Waste of Water Discouraged

Refer to Rule 11 B.(3).

C. Use of Water-Saving Devices and Practices

Each customer of the utility is urged to install devices to reduce the quantity of water to flush toilets and to reduce the flow rate of showers. Each customer is further urged to adopt such other water usage and reusage practices and procedures as are feasible and reasonable.

D. Water-Saving Kits

The utility will make available, without initial cost to the customer, for use in each residence receiving water service from the utility, a water-saving kit containing the following:

- (1) A device or devices for reducing toilet flush water requirements;
- (2) A device or devices for reducing shower flow rates;
- (3) A dye tablet or tablets for determining if a toilet tank leaks;
- (4) Other devices from time to time approved by the utility;
- (5) Installation and other instructions and information pertinent to conservation of water.

(To be inserted by utility)

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Rule No. 21

FIRE PROTECTION

A. Furnished Under Filed Rate Schedules

Fire protection service will be furnished by the utility only at the rates and under the conditions set forth in an appropriate rate schedule for the service filed as a part of these tariff schedules, except as such service may be supplemented or amplified by more detailed contractual arrangements after authorization therefor has first been obtained from the Public Utilities Commission.

B. Other Specific Considerations

Specifications, location, installation, and the responsibility for the maintenance of fire hydrants, public and private fire protection facilities, connecting mains, and their ownership may be subject to negotiation between the utility and the applicant. Fire hydrants and public and private fire protection facilities will be installed to the requirements of the utility and when owned by the utility will be subject to such conditions as the Public Utilities Commission may determine based upon the compensation received for service.

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Form No. 1

Form for "APPLICATION FOR WATER SERVICE"

The following is a suggested form for "Application for Water Service". The utility may use a different application form provided such form complies with the effective rules herein. In any event, attach a copy of the printed form actually used to this sheet.

Suggested Form:

\_\_\_\_\_  
(Name of Utility)

\_\_\_\_\_  
APPLICATION FOR WATER SERVICE

Name of Applicant \_\_\_\_\_  
Address of Premises \_\_\_\_\_

To: \_\_\_\_\_ (Street) \_\_\_\_\_ (City, State, Zip)  
\_\_\_\_\_ Company \_\_\_\_\_, 19 \_\_\_\_\_ (Date)

I hereby apply for water service at the above premises and I agree to use and pay therefor in accordance with the rates and rules legally in effect and on file with the Public Utilities Commission of the State of California.

\* \* \* \* \*

Service Information

New \_\_\_ Old \_\_\_ Reconnect \_\_\_ Size of Service Pipe \_\_\_\_\_ Date Wanted \_\_\_\_\_

Service Classification:  
Residential \_\_\_ Business \_\_\_ Industrial \_\_\_ Other \_\_\_

Collection or Mailing Address (if different from above):  
\_\_\_\_\_  
(Street) \_\_\_\_\_ (City, State, Zip)

Applicant's Status:  
Owner \_\_\_ Tenant \_\_\_ Agent \_\_\_

Rate Schedule Desired: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

(To be inserted by utility)

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(To be inserted by Cal. P.U.C.)

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Decision No. \_\_\_\_\_

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Form No. 2

Form for "CUSTOMER'S DEPOSIT RECEIPT"

The following is a suggested form for "Customer's Deposit Receipt". The utility may use a different application form provided such form complies with the effective rules herein. In any event, attach a copy of the printed form actually used to this sheet.

Suggested Form:

\_\_\_\_\_  
 (Name of Utility) No. \_\_\_\_\_  
**CUSTOMER'S DEPOSIT RECEIPT** (C)  
 City or Town \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
 received from \_\_\_\_\_  
 Name of Depositor \_\_\_\_\_  
 The sum of \_\_\_\_\_ Dollars  
 As deposit to secure payment of charges for water to be used at:  
 \_\_\_\_\_  
 (Street) (City or Town) (Zip)  
 Signature of Depositor \_\_\_\_\_ Signature of Collector \_\_\_\_\_

**Please Note:** This deposit may be applied to unpaid bills for service when service has been discontinued for any reason. Deposits will be placed in a savings account at a bank or savings and loan and the interest accrued while held in the savings account will be paid by the utility when the deposit is returned, upon discontinuance of service, or after the deposit has been held for 12 consecutive months, provided service has not been discontinued for nonpayment. No interest shall accrue after mailing to the customer or to the customer's last known address the refund or a notice that the refund is payable. No interest will be paid if service is discontinued within the initial 12-month period. (C)

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Utility's Stub File

Amount Deposited \$ \_\_\_\_\_ Date \_\_\_\_\_ Collected by \_\_\_\_\_  
 Name of Depositor \_\_\_\_\_  
 Address of Depositor \_\_\_\_\_  
 Street (City, State) (Zip)  
 For Water Service at: \_\_\_\_\_  
 Street (City or Town) (Zip)  
 Refunded on: \_\_\_\_\_  
 Date \_\_\_\_\_ Amount \_\_\_\_\_ Accrued Interest \$ \_\_\_\_\_ Total \$ \_\_\_\_\_  
 Less Amount Applied to Account \$ \_\_\_\_\_  
 Paid by Check No. \_\_\_\_\_ by \_\_\_\_\_ Amount Refunded \$ \_\_\_\_\_  
 Refund of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
 is hereby acknowledged \_\_\_\_\_

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(Signature of Depositor)

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Advice Letter No. \_\_\_\_\_ NAME \_\_\_\_\_

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Resolution No. \_\_\_\_\_

**FORM NO. 3**

**BILL FOR SERVICE**

The following is a suggested form for "Bill for Service." The utility may use a different application form provided such form complies with the effective rules herein. In any event, attach a copy of the printed form actually used to this sheet.

Suggested Form:

(Name of Utility) (Customer's Copy)	Utility's Copy
Name of Utility Customer's Address	Enclose this stub when paying by mail.
Please bring this bill with you.	
: End of Period : Meter Reading : Amount : Amount : Present : Previous : Consumed : of Bill (100's cu.ft.) (100's cu.ft.) (100's cu.ft.)	Amount of Bill
Reading:	
Date Read:	
Meter Constant: (if any)	Date of Presentation

"This bill is due and payable upon date of presentation. It will become past due if not paid within 19 days from the date of mailing.

Should the amount of this bill be questioned, an explanation should be requested from the utility. If an explanation satisfactory to the customer is not made by the utility and the bill is still questioned, the customer may deposit with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, (telephone numbers are: public [(415) 703-1170 or 1 (800) 649-7570, (D) hearing impaired (TDD) (415) 703-2032] the amount of the bill to avoid discontinuance of service. Make remittance payable to the "California Public Utilities Commission" and attach the bill and a statement setting forth the basis for the dispute of the amount of the bill. The Commission will review the basis of the billed amount and disburse the deposit in accordance with its findings."

The Commission will not, however, accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of a utility's service, general level of rates, pending rate applications, and source of fuel or power.

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NAME

Effective \_\_\_\_\_

TITLE

Resolution No. \_\_\_\_\_

Form No. 4

MAIN EXTENSION CONTRACT - INDIVIDUALS

UTILITY

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirement of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which Rule is attached hereto and made a part hereof. This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension, and Utility hereby agrees to extend and install the Facilities described in Exhibit B attached hereto, for the purpose of furnishing public utility water service to their certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comprising \_\_\_\_\_ acres, more or less, and delineated on that map attached hereto as Exhibit A.

ADVANCE

Applicant shall contribute the amount of \$ \_\_\_\_\_ pursuant to Section B.1. of Utility's filed Main Extension Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of said Rule, before construction of the main extension is commenced, subject to revision of the amount contributed pursuant to Section A.6.e. of said Rule. The length of the main extension is \_\_\_\_\_ feet.

REFUNDS

The amount contributed shall be subject to refund pursuant to Section B.2., Refunds, of Utility's filed Main Extension Rule.

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

**Form No. 4**  
(Continued)

**MAIN EXTENSION CONTRACT - INDIVIDUALS**

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(To be inserted by utility)

*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

\_\_\_\_\_ NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

\_\_\_\_\_ TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Form A

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Meet General Order No. 103**

UTILITY

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet the minimum fire flow requirements contained in Section VIII.1.(a) in the California Public Utilities Commission General Order No. 103 as ordered by Decision No. 82-04-089, dated April 21, 1982.

Form A  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Meet General Order No. 103**

ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT

Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.a. of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

REFUNDS - DISTRIBUTION PLANT

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

UTILITY'S RIGHT TO OFFSET

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective parties hereto.

Form A  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Meet General Order No. 103**

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

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(To be inserted by utility)

*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

\_\_\_\_\_ NAME

Date Filed \_\_\_\_\_

Decision No. \_\_\_\_\_

\_\_\_\_\_ TITLE

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Form B

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Exceed General Order No. 103**

UTILITY

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet fire flow requirements in excess of the minimum fire flow contained in Section VIII.1.(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision No. 82-04-089 dated April 21, 1982. Applicant shall pay as a contribution in-aid-of-construction pursuant to Section D.2. of Rule the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such increase is \$ \_\_\_\_\_. Said amount shall not be subject to refund.

**Form B**  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Exceed General Order No. 103**

**ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT**

In addition to the amount described above under Fire Protection, Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.a. of Rule which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

**REFUNDS - DISTRIBUTION PLANT**

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

**UTILITY'S RIGHT TO OFFSET**

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

**CONDITIONS**

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

**SUCCESSORS AND ASSIGNS**

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective parties hereto.

Form B  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant Only - No Special Facilities**  
**Fire Flow Requirements Exceed General Order No. 103**

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form C

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Meet General Order No. 103**

UTILITY

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet the minimum fire flow requirements contained in Section VIII.1(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision 82-04-089 dated April 21, 1982.

Form C  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Meet General Order No. 103**

SPECIAL FACILITIES

Applicant shall pay as a contribution in-aid-of-construction pursuant to Section D.3 of Rule the cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection service or portion of such facilities allocated in proportion to the capacity designed for fire protection purposes, which is \$ \_\_\_\_\_, said cost is not subject to refund. Applicant shall advance the estimated cost of special facilities required for the extension (other than fire protection) which is \$ \_\_\_\_\_ and which is to be refunded pursuant to Section C.2.c. of Rule. The number of lots or living units to be served by these special facilities shall be considered to be \_\_\_\_\_. Applicant agrees to pay the cost of special facilities installed pursuant to Section C.1.c. of Rule, described in Exhibit C, and to transfer good title to said facilities to utility. The amount of such cost to be treated as an advance subject to refund shall not exceed \$ \_\_\_\_\_.

ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT

In addition to the amounts required under the Special Facilities portion of this agreement, applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of Distribution Facilities described in said Exhibit B pursuant to Section C.1.a. of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

REFUNDS - DISTRIBUTION PLANT

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2 of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

UTILITY'S RIGHT TO OFFSET

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

Form C  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Meet General Order No. 103**

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form D

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Exceed General Order No. 103**

UTILITY

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet fire flow requirements in excess of the minimum fire flows contained in Section VIII.1(a) in the California Public Utilities Commission General Order No. 103, as ordered by Decision 82-04-089 dated April 21, 1982. Applicant shall pay as a contribution in aid of construction pursuant to Section D.2 of Rule in the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such increase is \$ \_\_\_\_\_. Said amount shall not be subject to refund.

Form D  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Exceed General Order No. 103**

SPECIAL FACILITIES

Applicant shall pay as a contribution in-aid-of-construction pursuant to Section D.3 of Rule the cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection service or portion of such facilities allocated in proportion to the capacity designed for fire protection purposes, which is \$ \_\_\_\_\_, said cost is not subject to refund. Applicant shall advance the estimated cost of special facilities required for the extension (other than fire protection) which is \$ \_\_\_\_\_ and which is to be refunded pursuant to Section C.2.c. of Rule. The number of lots or living units to be served by these special facilities shall be considered to be \_\_\_\_\_. Applicant agrees to pay the cost of special facilities installed pursuant to Section C.1.c. of Rule, described in Exhibit C, and to transfer good title to said facilities to utility. The amount of such cost to be treated as an advance subject to refund shall not exceed \$ \_\_\_\_\_.

ADVANCE SUBJECT TO REFUND - DISTRIBUTION PLANT

In addition to the amounts required under the Special Facilities portion of this agreement, applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of Distribution Facilities described in said Exhibit B pursuant to Section C.1.a. of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

REFUNDS - DISTRIBUTION PLANT

The Amount Advanced Subject to Refund shall be refunded pursuant to Section C.2 of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to \_\_\_\_\_

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

Form D  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Special Facilities and Distribution Plant**  
**Fire Flow Requirements Exceed General Order No. 103**

UTILITY'S RIGHT TO OFFSET

Utility shall have the right to offset against any refunds payable hereunder the amount of any indebtedness then due or owing by Applicant to Utility.

CONDITIONS

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

SUCCESSORS AND ASSIGNS

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form E

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant - Special Facilities (Together or Separately)**  
**Fire Flow Requirements Either Meet or Exceed General Order No. 103**

UTILITY

NAME \_\_\_\_\_ DISTRICT \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule". This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension. The Distribution Plant and/or Special Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Distribution Plant and/or Special Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Distribution Plant and/or Special Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

FIRE PROTECTION

The distribution system is designed to meet the fire flow requirements established pursuant to Section VIII.1(a) in the California Public Utilities Commission General Order No. 103 as ordered by Decision 82-04-089 dated April 21, 1982.

CONTRIBUTIONS NOT SUBJECT TO REFUND - DISTRIBUTION PLANT AND/OR SPECIAL FACILITIES

Applicant agrees to contribute the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to section C.1.d of Rule, which amount includes \$ \_\_\_\_\_ which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount contributed

Form E  
(Continued)

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant - Special Facilities (Together or Separately)**  
**Fire Flow Requirements Either Meet or Exceed General Order No. 103**

**CONTRIBUTIONS NOT SUBJECT TO REFUND - DISTRIBUTION PLANT AND/OR SPECIAL FACILITIES**  
(Continued)

pursuant to Section A.6.e. of Rule. Applicant also agrees to contribute the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule.

**REFUNDS**

All costs are contributed and are not subject to refund.

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

**CONDITIONS**

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

**SUCCESSORS AND ASSIGNS**

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective parties hereto.

**JURISDICTION OF PUBLIC UTILITIES COMMISSION**

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19 \_\_\_\_.

**SIGNATURES:**

**UTILITY**

**APPLICANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

UNIFORM FIRE HYDRANT SERVICE AGREEMENT  
A G R E E M E N T

THIS AGREEMENT, was entered into on \_\_\_\_\_ 198\_\_, between the

\_\_\_\_\_  
\_\_\_\_\_  
a municipal corporation, referred to as "Fire Agency" and \_\_\_\_\_  
\_\_\_\_\_ a California public water utility corporation,  
referred to as "Water Purveyor".

DEFINITIONS

- A. "Fire Agency" means the fire department of the city, county, or city and county of the State of California, or of the fire protection district or other political subdivision of the State of California which engages in fire suppression and prevention.
- B. "Water Purveyor" means the public utility water corporation indicated above which is subject to the jurisdiction of the Public Utilities Commission of the State of California.

RECITALS

- A. Fire Agency desires to secure an adequate level of fire hydrant service and additional fire hydrant service, from time to time, in that portion of Fire Agency's jurisdiction which is within Water Purveyor's service area.
- B. Water Purveyor is willing to furnish existing fire hydrant service and additional fire hydrant service to Fire Agency to the extent of its ability.

THEREFORE, the parties agree as follows:

- 1. Water Purveyor shall furnish to Fire Agency fire hydrant service in Water Purveyor's \_\_\_\_\_ service area as shown on attached Exhibit "A", in accordance with the terms and conditions of this agreement.
- 2. Service under this agreement is for public fire hydrants connected directly to Water Purveyor's mains located in named roadways or in areas to which the public generally has access. It is specifically agreed that private fire protection service is not included.
- 3. There shall be no charge for supplying fire hydrant water service or facilities under this agreement.

Water supplied at no charge by Water Purveyor for fire hydrants covered by this agreement is to be used by Fire Agency only for fire suppression and training and for no other purpose. For water delivered through fire hydrants for any other purpose, charges will be made at the quantity rate under Water Purveyor's Schedule for General Metered Service.

4. Water Purveyor will supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.
5. Water Purveyor shall allow additional public fire hydrants to be installed on existing or new mains at the cost of Fire Agency, except as set forth, and at locations to be designated in writing by Fire Agency.

The installation of additional fire hydrants shall be mutually agreed upon but shall be done only upon written approval from Fire Agency, designating the number, type, and location of such additional fire hydrants. No extensions to the water mains of Water Purveyor will be required of Water Purveyor for the purpose of serving fire hydrants in addition to those fire hydrants now installed unless such main extension is paid for by developers or parties other than Water Purveyor.

Installation of hydrants to serve land divisions, land developments, or special land uses in the responsibility of the developer at no cost to either Fire Agency or Water Purveyor.

6. Water Purveyor shall notify Fire Agency of any reconstruction, replacement, or relocation by Water Purveyor of its system which may require the relocation, replacement, reconstruction, or reconnection of any existing hydrant. If any such relocation, reconstruction, replacement, or reconnection of any existing hydrant is required, Water Purveyor shall install at its cost fire hydrants approved by Fire Agency at the locations designated by Fire Agency during such relocation, reconstruction, or replacement, including such additional fire hydrants at Water Purveyor's cost as may be mutually agreed upon by Water Purveyor and Fire Agency.

In the event that the actions of a public agency other than Water Purveyor or Fire Agency require the relocation of any existing fire hydrant, Water Purveyor shall relocate that fire hydrant, or a fire hydrant of the same type and kind at no cost to the Fire Agency.

7. Fire Agency shall be responsible for the cost of only those hydrant installations and upgrades which have been designated in writing by Fire Agency. Fire Agency may elect to contract with Water Purveyor for providing the work, materials, and supervision required in connection with any installations and upgrades designated in the preceding sentence.

8. All public fire hydrant installations installed on the water system shall be the property of Water Purveyor.
9. Water Purveyor will notify Fire Agency when new hydrants ordered by Fire Agency are placed in service by Water Purveyor, and Fire Agency will notify Water Purveyor when hydrants installed by Fire Agency are to be placed in service. Water Purveyor will notify Fire Agency of any fire hydrants that are out of service due to construction or repair of any part of the system.
10. Fire Agency may accomplish such minor maintenance to the fire hydrants as does not require special knowledge or tools. Such maintenance shall only include replacement of hydrant caps, hydrant pentagon nuts, locking nuts, tightening of the packing, removal of weeds around the hydrant, and such other minor maintenance as Fire Agency and Water Purveyor may mutually agree upon.
11. Water Purveyor shall be responsible for the cost of all fire hydrant repairs, including those brought about by traffic accidents, vandalism, or other causes. Repairs shall include damage to all street improvements and any other property. Fire Agency will cooperate with Water Purveyor in the identification of third parties responsible for damage to fire hydrants.

Water Purveyor shall maintain, repair, relocate, replace, and remove or cause to be maintained, repaired, relocated, replaced, and removed all fire hydrants installed on the water system, except as otherwise agreed to.

Fire Agency shall whenever possible protect Water Purveyor from water loss, or damage to property by water, when fire hydrants are damaged by traffic accidents or other causes.

12. Fire Agency shall annually inspect all fire hydrants within its jurisdiction to ensure that the fire hydrants are mechanically operable and capable of delivering water. Fire Agency shall notify Water Purveyor in writing of any maintenance requirements as soon as possible after such inspections and at any other time it becomes aware of maintenance requirements.
13. Water Purveyor shall have the right to use any fire hydrant for any reasonable use in connection with its business as a public utility, including, without limitation, fire flow tests, flushing, blowing off its distribution system, and delivering construction water. A Fire Agency permit must first be obtained before any construction or irrigation meter is attached to any fire hydrant for use by a person other than Fire Agency or Water Purveyor. Construction and irrigation meters shall be designed so that all hydrant outlets are readily accessible at all times to Fire Agency in the event of a fire.

Fire Agency may perform fire flow tests on any hydrant provided it notifies Water Purveyor prior to making any such test, furnishes Water Purveyor copies of all data collected, and postpones any such test if Water Purveyor notifies Fire Agency that such test will interfere with the normal operation of the system.

Only qualified Fire Agency or Water Purveyor personnel shall operate fire hydrants for fire flow tests.

14. Nothing contained in this agreement shall be construed to require Water Purveyor to install new fire hydrants within any area which shall be included in whole or in part within the area served by any other water entity or within the area of any other fire agency. Water Purveyor may elect to discontinue fire hydrant service under this agreement to any fire hydrants which it may designate in the event those fire hydrants shall be included within the area served by any other fire agency.
15. Additional operating hydrants located within the jurisdiction of Fire Agency which are acquired by Water Purveyor from other entities shall be subject to the provisions of this agreement.
16. This agreement shall remain in effect for a period of one year from the date hereof and shall remain in effect for additional one year periods, unless either party shall, at least 30 days prior to the expiration date of any one year period, notify, in writing, the other party to this agreement that said party desires to cancel this agreement, in which event this agreement shall terminate upon the expiration date of such current one year period.
17. This agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

By \_\_\_\_\_

Its \_\_\_\_\_  
Fire Agency

By \_\_\_\_\_

Its \_\_\_\_\_  
Water Purveyor

CONNECTION FEE DATA FORM

\_\_\_\_\_  
(Name of Water Company)

Connection Fee Data Form for Service to \_\_\_\_\_,  
(Name of Customer)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Telephone)

I. Local Government Permits and Fees

<u>Line</u>	<u>Name of Agency</u>	<u>Name of Fee</u>	<u>Cost</u>
1	_____	_____	\$ _____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	Total (Add lines 1 through 4)		\$ _____*

II. Materials

A. Service Pipe

6 Type (e.g., copper) \_\_\_\_\_

7 Unit cost = \$ \_\_\_\_\_ per foot of length

8 Length of service pipe (Use typical connection in  
your service area) = \_\_\_\_\_ feet

Service

Pipe Cost = Unit cost (Line 7) x Length (Line 8)

9 Service

Pipe Cost = \$ \_\_\_\_\_/ft. x \_\_\_\_\_ ft. = \$ \_\_\_\_\_

II. Materials (continued)

B. Other than Service Pipe

<u>Line</u>		\$ _____
10	Saddle tap	\$ _____
11	Valve (corp stop)	_____
12	Valve (meter stop)	_____
13	Cast concrete box	_____
14	Meter	_____
	Other (describe)	_____
15	_____	_____
16	_____	_____
17	Subtotal (Add Lines 10 through 16)	_____
18	Miscellaneous allowance (5% of Line 17)	_____
19	Total (Add lines 17 and 18)	\$ _____*

III. Installation

A. Tapping

Labor for tapping main, installing valves, setting meter and meter box (not applicable to flat rate service), and all other hardware work regardless of the length of service pipe.

Tapping cost = Avg. time for tapping x hourly rate

For metered service

20 Tapping cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_\*

III. Installation (continued)

A. Tapping (continued)

For flat rate service

Line

21 Tapping Cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_\*

B. Earth Work

Labor and Equipment for trenching and compaction of backfill.

22 Length of trench (Use typical connection in your service area) = \_\_\_\_\_ feet

1. Labor

Cost = Avg. time x hourly rate

23 Operator cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_

24 Laborer cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_

25 \_\_\_\_\_ = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_  
(other)

26 Total Labor (Add Lines 23 through 25) \$ \_\_\_\_\_\*

III. Installation (continued)

B. Earth Work (continued)

2. Equipment

Cost = Avg. time x hourly rate

Line

27 Backhoe cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_

28 Compactor cost = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_

29 \_\_\_\_\_ = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_  
(other)

30 \_\_\_\_\_ = \_\_\_\_\_ hr. x \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_  
(other)

31 Total Equipment (Add Lines 27 thru 30) \$ \_\_\_\_\_\*

C. Pavement replacement (including base)

32 Pavement type (e.g., asphalt concrete) \_\_\_\_\_

33 Unit cost = \$ \_\_\_\_\_ /ft.

34 Length of pavement (Use typical connection in your  
service area = \_\_\_\_\_ feet

35 Cost = Unit cost (Line 33) x Avg. Length (Line 34)

36 Pavement Cost = \$ \_\_\_\_\_ /ft. x \_\_\_\_\_ = \$ \_\_\_\_\_\*  
(Line 33) (Line 34)

IV. Total Cost of Service Connection

Total

Cost = Local Gov't Fees + Materials + Installation  
= Local Gov't Fees + (Service Pipe + Other than Service Pipe) + (Tapping + Labor for Earth Work + Equipment for Earth Work + Pavement Replacement)

Line

37 =  $\frac{\text{_____}}{\text{(Line 5)}} + \left( \frac{\text{_____}}{\text{(Line 9)}} + \frac{\text{_____}}{\text{(Line 19)}} \right) + \left( \frac{\text{_____}}{\text{(Line 20 or 21)}} + \frac{\text{_____}}{\text{(Line 26)}} + \frac{\text{_____}}{\text{(Line 31)}} + \frac{\text{_____}}{\text{(Line 36)}} \right)$   
38 = \$ \_\_\_\_\_ (rounded to nearest 10 dollars)

V. Federal Income Tax Gross-up

Connection Fee = Total Cost + (Total Cost) x (Tax Rate)

39 =  $\frac{\text{_____}}{\text{(Line 38)}} + \left( \frac{\text{_____}}{\text{(Line 38)}} \right) \times 17.6\%$   
40 = \$ \_\_\_\_\_ (rounded to nearest \$10)

Notes to Customer:

You have the right, if you disagree with this estimate, to appeal to the California Public Utilities Commission, Water Branch, 505 Van Ness Avenue, San Francisco, CA 94102. Please include a copy of this completed form, annotated to show the costs with which you disagree.

You may choose to have this work done at your own expense by a licensed contractor subject to inspection by the utility. The inspection fee for this installation is \$ \_\_\_\_\_.

Signed

\_\_\_\_\_  
Owner or Utility Representative

1. This Connection Fee Data Form is available to Class C and Class D water utilities and Class A and Class B utility districts or subsidiaries serving 2,000 or fewer connections. The blank Connection Fee Data Form must be filed in the tariffs of a utility seeking to assess a connection fee.
2. When the Connection Fee Data Form is filed in a utility's tariffs, the completed form showing costs of installation must be presented to all new individual customers seeking installation of a connection.
3. At the time a completed Connection Fee Data Form is presented to a customer, the utility must advise the customer, in writing, of the following:
  - a. An applicant for a water utility connection who disputes the fees set forth by the utility in its Connection Fee Data Form may file a complaint with the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, California 94102-3298.
  - b. An applicant for a water utility connection may, as an alternative to connection by the utility, have the connection performed by a contractor deemed qualified by the utility. Such installation must be done in accordance with utility specifications. Such installation is subject to inspection and approval of a utility, at an inspection fee rate of \$\_\_\_\_\_ per hour. At completion of the installation, applicant must provide the utility with a copy of the contractor's invoice for the installation.
4. The Total Service Connection Cost (Line 38) represents a typical service connection in your service area for one service size. A separate calculation is required for each size.
5. Separate calculations are required for metered and flat rate service.
6. It is assumed that if procedures and equipment other than those included above are selected for a particular (but typical) installation (e.g., boring rather than trenching), it is because it is more economical for that particular installation. There is no need for special provisions for such cases.

7. The utility may request a deviation from its Connection Fees tariff and charge the actual cost of installation for any service for which the Total Cost of Service Connection exceeds the typical cost (Line 38) by three times.
8. Connection fees are assumed to be in the first \$50,000 of income for which the federal income tax rate is 15%.

Connection Fee Data Form

[Large empty rectangular box for data entry]

(To be inserted by utility)

*Issued by*

(To be inserted by Cal. P.U.C.)

Advice Letter No. \_\_\_\_\_

\_\_\_\_\_ NAME \_\_\_\_\_

Date Filed \_\_\_\_\_

Decision No. 91-04-068

\_\_\_\_\_ TITLE \_\_\_\_\_

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_

Form No. 10

**MAIN EXTENSION CONTRACT - SPECIAL FACILITIES**  
**Subdivisions, Tracts, Housing Projects, Industrial Developments,**  
**Commercial Buildings, or Shopping Centers**

UTILITY

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRELIMINARY STATEMENT

This contract is entered into pursuant to the requirement of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which Rule is attached hereto and made a part hereof. This contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

PURPOSE OF CONTRACT

Applicant hereby applies for a water main extension requiring special facilities primarily for the service requested. The Facilities described in attached Exhibit B shall be installed by Utility and those described in Exhibit C by Applicant. Such Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comprising \_\_\_\_\_ lots, or living units, and delineated on that map attached hereto as Exhibit A.

ADVANCE

Applicant shall advance the amount of \$ \_\_\_\_\_ to cover the cost of facilities described in said Exhibit B, pursuant to Section C1.b. of Utility's filed Main Extension Rule, before installation or construction of the special facilities is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of said Rule. Applicant agrees to pay the cost of installed Facilities described in Exhibit C pursuant to Section C.1.c. of said Rule. The portion of such cost to be treated as an Advance Subject to Refund shall not exceed \$ \_\_\_\_\_.

Form No. 10  
(Continued)

**MAIN EXTENSION CONTRACT - SPECIAL FACILITIES**  
**Subdivisions, Tracts, Housing Projects, Industrial Developments,**  
**Commercial Buildings, or Shopping Centers**

REFUNDS

The amount advanced shall be subject to refund pursuant to Section C.2., Refunds, of Utility's filed Main Extension Rule. For refunding purposes, the number of lots or living units for which the special facilities are designed shall be considered to be \_\_\_\_\_

\_\_\_\_\_

In the event that the Utility collects a gross-up using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carry forward, the difference between what was and what should have been collected will be refunded to the Applicant.

JURISDICTION OF PUBLIC UTILITIES COMMISSION

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this contract shall be \_\_\_\_\_, 19\_\_\_\_.

SIGNATURES:

UTILITY

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_