

# RUBIO CANON LAND & WATER ASSOCIATION

## RULES & REGULATIONS GOVERNING WATER SERVICE

Pursuant to the requirements of Senate Bill 998, which took effect January 1, 2020, the Association has adopted a separate Policy on Discontinuation of Residential Water Service for Non-Payment (the "Service Termination Policy"), which is attached to these Rules as Appendix A and is incorporated into these Rules by this reference. To the extent of any inconsistency between the Service Termination Policy and these Rules, the Service Termination Policy shall control.

### Article I: RULES APPLICABLE TO WATER SERVICE AND BILLING PROCEDURES

#### 1.01: DESCRIPTION OF SERVICE

- A. Quantities:** Rubio Canon Land & Water Association ("Association") will use its best efforts to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of customers.
- B. Responsibility for Loss or Damage:** Customers shall accept such conditions of pressure and service as are provided by the Association system, and hold the Association harmless for any loss or damage to customers resulting from the Association's failure to meet the service goals stated within this section, or due to any interruptions in service.

#### 1.02: CONDITIONS OF SERVICE AND RIGHTS OF THE ASSOCIATION AND CUSTOMERS

##### A. Notices:

###### 1. Notice to Customers

Notice to a customer will normally be in writing and will be delivered, sent by e-mail or other electronic means or mailed to the customer's last known address. In emergencies or similar circumstances, the Association may give verbal notice either in person or by telephone, or by leaving a written notice on the door.

###### 2. Notice from Customers

A customer may give the Association notice in person, by telephone or by letter to the Association at its office, located at 583 E. Sacramento Street, Altadena California 91001.

- B. Interruptions and Shortages in Service:** The Association expressly reserves the right to interrupt service when necessary to repair, maintain or install water lines, meters and other facilities, and restrict, allocate or apportion Association water supplies as necessary.

## **1. Emergency Interruptions**

The Association will make all reasonable efforts to prevent service interruptions and, when an interruption occurs, will make an effort to re-establish service as soon as possible, consistent with the safety of the Association's customers and the general public.

Where an emergency interruption of service affects service to any fire hydrant or other public fire protection device, the Association will promptly endeavor to notify the Fire Chief, or other public official responsible for fire protection, of the interruption and of subsequent restoration of normal service.

## **2. Scheduled Interruptions**

Whenever the Association finds it necessary to schedule a service interruption, it will, where feasible, notify all affected customers of the approximate time and anticipated duration of the interruption. Planned interruptions will be scheduled to minimize inconvenience to customers whenever possible.

Where the interruption will affect fire hydrants, the Association will also notify the appropriate officials of the interruption, and again after service is restored.

## **3. Apportionment of Supply During Times of Shortage**

During times of water shortage, the Association will apportion its available water supply among its existing customers as directed by the appropriate authorities. If no direction is given by such authorities, the Association will apportion the supply as fairly as possible under the circumstances, and with due regard to public health and safety. New connections may not be available during such times of shortage.

## **C. Ownership of Facilities on Customer's Premises**

The service lateral, meter, and meter box furnished at the customer's expense, whether located wholly or partially upon a customer's premises, are the property of the Association. No rent or other charge will be paid by the Association where the Association-owned service facilities are located on a customer's premises.

## **D. Association Access to Customer's Premises**

The Association shall have access to a customer's property during reasonable hours for the installation, maintenance, operation or removal of the Association's service lateral, meter, meter box or other equipment located on the property. The customer's system may be inspected at all reasonable times by authorized Association representatives.

## **E. Service Calls**

Where access to the customer's premises for maintenance or other service is required and the customer must be present for such service call, the Association will offer to schedule the service call during a 4-hour period. Where unforeseen or unavoidable circumstances prevent the Association from making the service call, the Association will make a diligent effort to notify the customer of the delay.

**F. Association Not Responsible for Damage or Loss to Customer**

The Association will not be responsible for any loss or damage resulting from the installation, maintenance, operation or use of any appliances or other equipment by the customer. The Association will also not be responsible for any loss or damage to fixtures and/or pipes beyond the Association's meter connection. In no case will the Association be liable for damages caused by water running from open or faulty fixtures or from broken or damaged pipes and/or plumbing beyond the Association's meter connection.

**G. Customer's Responsibility for Association Property**

The customer will be charged for damage to the Association's meters and other equipment resulting from the use or operation of appliances or other equipment on customer's premises, or otherwise due to negligence. Customers should promptly notify the Association in the event of a leak or other problem with the water system. All damage which, after investigation by the Association, is determined to be the responsibility of the customer will also be billed to the property owner (shareholder).

**1.03: RATES AND CHARGES**

**A. General Provisions:** Rates and charges for water use and other miscellaneous charges are set by the Board from time to time. Current rates and charges are available in the Association offices and in the attached Appendix B. Each property receives a monthly bill around the 1<sup>st</sup> of each month, for the previous month's consumption. The bill is due and payable upon receipt. There is a grace period for payment of the bill, as set forth on the bill as the due date. Although water bills will upon request be mailed to tenants or persons other than the property owner (shareholder), under the Association Bylaws the property owner or shareholder is ultimately responsible for payment of all fees, charges and assessments.

**1. Monthly Standby Charge**

This charge is based on meter size and reflects the fixed cost shared among all shareholders, including costs associated with infrastructure maintenance and replacement, equipment repairs, property maintenance, meter reading, billing, engineering, safety compliance, water quality compliance and general administration.

**2. Water Charge**

The cost of water used during the last billing cycle, measured in hundred cubic feet (HCF) units. One HCF equals 748 gallons.

**3. Lien for Unpaid Charges**

The Bylaws also provide that the Association is granted a lien against the shareholder's property to secure payment of fees, charges and assessments.

**B. Miscellaneous Charges:** In order to recover the cost associated with late payments, disconnections and other problems encountered by the Association, the following items will be charged to customers as shown:

**1. Late Charge**

If the bill is not paid by the due date and, in accordance with the Association's Service Termination Policy, a Reminder Notice is mailed, a late charge will be imposed at such rate as shall be established by the Board of Directors from time to time.

**2. Termination or Reconnection Charge**

Where water service has been terminated, whether for non-payment or for other violation of Association rules or policy, the customer will be charged an amount established by the Board to cover the expense of visiting the premises to turn off the water service. The service termination charge and applicable reconnection charge must be paid before service will be restored.

**3. Returned Check Charge**

When a customer's check is returned as non-negotiable for any reason, the customer's account will be considered to have not paid for any applicable rates and charges and the Association will proceed in accordance with the Service Termination Policy. The customer will also be notified that a charge will be imposed for the returned check. Unless all charges due, including the Returned Check Charge, are not paid in cash or other certified funds by the date in the Notice of Termination, water service will be turned off in the manner specified in the Service Termination Policy. If the returned check was tendered as payment after the customer's service was turned off for non-payment, no Notice of Termination will be given, and service will remain terminated. When a second check is not honored by the customer's bank within a year of the first check being returned, the Association may require alternative payment methods to be made by the customer, such as cash or certified funds.

**4. Meter Test Charge**

The Association makes every effort to keep the meters in good condition and registering accurately. Any customer may request their meter be examined and tested to see if it is working correctly, provided they agree to deposit an amount established by the Board to cover a portion of the cost to the Association for testing the meter. Requests to have a meter tested must be in writing and accompanied by the deposit. For customer convenience, request forms are available at the Association office.

Upon receipt of a meter test request and deposit, Association personnel will arrange to have the meter examined and tested. If the meter is found to register over two percent more water than actually passes through it, the meter will be properly adjusted or another meter installed, the deposit will be returned to the customer and the water bill for the current period will be adjusted proportionately.

If the meter is found to register within two percent of accurate, the customer's deposit will be forfeited to partially defray the expense of making the test. All other tests and examinations of meters will be at the Association's expense.

**5. Pulled Meter Charge**

If a customer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the customer must pay a pulled meter charge equal to the actual expense to the Association of pulling the meter, and any other applicable charges, before the service and meter can be reconnected.

**6. Unauthorized Water Use:**

Any customer or shareholder found taking water from or through any of the Association's facilities without having signed up for service or other Association authorization, including, but not limited to, tampering with Association facilities and hydrants or restoring water service at the meter after the Association has terminated service and locked the meter, will be charged a fine established by the Board from time to time, in addition to any charges for the quantity of water taken. Such a customer is also subject to criminal prosecution under applicable provisions of the California Penal Code. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

**7. Charge for Turn Off at Main:** If the water to a property is turned on more than once without Association authorization, the service may be shut off at the main, and the customer shall be required to pay, in addition to any other applicable charges, a charge equal to the actual expense to the Association of reconnection prior to the re-establishment of service.

**8. After-Hours Service Charge**

If a customer requests a service call after normal business hours or on a weekend or holiday, and the service call is not an emergency or other situation requiring immediate attention, then the customer, in the discretion of the Association, is subject to an after-hours service charge.

**1.04: BILLING PROCEDURES**

**A. Joint Service:** No joint service is allowed. The shareholder will be solely liable for payment of bills, unless authorization is provided to mail the bills to a tenant or other occupant of the shareholder's property, and an Owner/Tenant Affidavit signed by both the owner and the tenant. In that case each party is separately and independently responsible for payment of bills, but the shareholder remains ultimately liable for all charges and assessments.

**B. Re-establishment of Credit:** A customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due for the premises to which service is to be restored and will also be required to pay both the late charge as prescribed in Rule 1.03.B.1 and the reconnection charge as prescribed in Rule

1.03.B.2 before service is restored. In addition, the customer will be required to deposit with the Association an amount estimated to equal to the highest of the last 6 billings to the property.

- C. Bankruptcy of Customer:** Pursuant to applicable bankruptcy laws, the Association cannot refuse or discontinue service to, or discriminate against, a customer, or a trustee of a customer, due to a debt owed for water service at the time of the filing of the bankruptcy petition. The customer must immediately provide the Association with a copy of the petition. The Association is entitled to discontinue service if neither the customer nor the trustee, within 20 days after the date of the petition, furnishes a deposit for continued service after such date. The deposit shall be the highest of the last 6 billings rendered to the property prior to the date the petition was filed. Service may be discontinued in accordance with the rules of the Association upon nonpayment for service provided after the date the petition was filed.
- D. Refund of Deposit:** When water service is discontinued, the Association will refund the balance of any deposit held for that service in excess of any unpaid bills. Refunds will be made within a reasonable period of time.
- E. Rendering and Payment of Bills:** Bills for service are rendered on a monthly basis. Bills for service are due and payable upon receipt and become delinquent as specified in the Service Termination Policy. Payment must be made at the office of the Association, and it is the customer's responsibility to assure that payments are received at the Association's office in a timely manner. Partial payments are not authorized unless prior approval has been received from the Association's office. Collection of closing bills may be made at the time of presentation. Failure to receive a bill does not excuse the customer's obligation to pay their bill in a timely fashion, nor will it constitute a waiver of any past-due penalties or charges that may be incurred.
- F. Separate Billings for Each Meter:** Each meter on a customer's premises will be read and billed separately, except as may otherwise be specified by the Association, or where the Association's operating convenience or necessity may require the use of more than one meter.
- G. Delinquent Bills:** The Association shall provide notices regarding service termination for non-payment in accordance with the Service Termination Policy.
- H. Disputed Bills:** See the appeals process specified in the Service Termination Policy.

**J. Amortization of Unpaid Balance.** See the alternative payment arrangement provisions of the Service Termination Policy.

#### **1.05: TURN ON AND TURN OFF PROCEDURES AND CHARGES**

**A. Turn-off at the Customer's Request:** A customer may request that service be discontinued either temporarily or permanently. Such a request must be made by giving at least one working day's advance notice to the Association. If such a notice is not given, the customer will be billed for service until one working day after the Association has received appropriate notice that the customer has vacated premises or otherwise has discontinued service.

**B. Turn-off by the Association:** The Association may disconnect a customer's service for various reasons which are listed below. Such involuntary disconnections are effected by turning off and locking the meter, thereby stopping the water service; the Association will make a reasonable attempt to notify the customer of disconnection in person, or will place a Termination Notice on the premises served by the disconnected meter at least 48 hours prior to termination. Reasons for involuntary disconnection include, but are not limited to, the following:

##### **1. For Non-Payment of Bills**

A service may be disconnected for non-payment of periodic bills. Before a service is disconnected, the customer will be notified by a Termination Notice as provided in Rule 1.04.G.5 above.

##### **2. For Non-Compliance with Rules**

The Association may terminate service to any customer for violation of Association rules after the customer has been notified of the problem or violation and has not complied. Where safety of water supply is endangered, service may be discontinued immediately without notice.

##### **3. For Waste of Water**

In order to protect itself and its customers against willful or negligent waste or misuse of water, the Association may disconnect service if the waste or misuse has not been corrected within five (5) days after written notice to the customer. Written notice shall be given by personal service or by registered or certified mail. Upon failure of the customer to correct those wasteful practices set forth in the five-day notice, the customer's water service shall be terminated. Service will be restored only after the wasteful practice has been remedied, and the customer has paid the usual reconnection charge.

##### **4. For Unsafe or Hazardous Conditions**

The Association may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the customer's premises, including where the customer violates the Association's Cross-Connection Control Policy. The Association will immediately notify the customer of the reasons and the necessary corrections required before reconnection. An unsafe or hazardous condition

may exist due to defective appliances or equipment that may be detrimental to either the customer, the Association, or to the Association's other customers.

**5. For Fraudulent Use of Service**

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

- C. Restoration of Service:** In order to resume or continue service that has been disconnected, the customer must pay a reconnection charge under Rule 1.03.B.2. The Association will make an effort to reconnect service as soon as practicable, to suit the customer's convenience. In all events, service will be reconnected before the end of the next regular working day following the customer's request and payment of any charges then due.

**Article 2: RULES APPLICABLE TO INDIVIDUAL APPLICANTS FOR WATER SERVICE**

**2.01: USE OF AN ACTIVE SERVICE BY NEW TENANT/OWNER**

A person who takes possession of premises and uses water without applying for water service is liable for all water delivered from the date of the last recorded meter reading; if the meter is found inoperative, the quantity consumed will be estimated. If proper application for service is not made within 48 hours after notification to do so, or if accumulated bills are not paid upon presentation, water service shall be discontinued without further notice.

**2.02: APPLICATION FOR SERVICE**

Each applicant for service is required to sign, on a form prescribed by the Association, an application setting forth the following contents and limited to the purpose stated below.

**A. Contents:**

1. Date and place of application.
2. Location of premises to be served.
3. Date applicant will be ready for service.
4. Agreement to abide by Association Rules and Regulations.
5. Purpose for which service is to be used.
6. Address to which bills are to be mailed or delivered.
7. Home, mobile and, if applicable, office telephone numbers and e-mail addresses.
8. Whether applicant is owner, tenant or agent for the premises.
9. If owner - a signed Verification of Property Ownership on a form provided by the Association.
10. If tenant - owner's name, address and telephone number, and a signed Owner/Tenant Affidavit.

11. Agreement to assume any outstanding water charges for property where service is requested.
12. Such other information as the Association may reasonably require.

**B. Residential Rental Property:** Applications for water service to residential rental property require service to be provided on account of the property owner or, alternatively, upon co-application by both the property owner and the tenant. Applicants who are not property owners will not be provided service until the property owner has made application therefor. The Association will hold the property owner ultimately responsible for payment.

**C. 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 minimum charge is based; neither does it bind the Association to serve, except under reasonable conditions and upon the approval of the Manager.

#### **2.04: REFUSAL TO SERVE**

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

##### **A. Conditions for Refusal:**

1. Failure to properly transfer shares of stock in accordance with the Bylaws of the Association.
2. If the applicant fails to comply with any of the rules and regulations contained herein.
3. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers.
4. If, in the judgment of the Association, the applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered, or exceeds the normal capacity of the meter service.
5. Where service has been discontinued for fraudulent use, the Association will not serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

**B. Notification to Applicant:** When an applicant is refused service under the provisions of this rule, the Association will notify the applicant promptly of the reason for the refusal to serve and of the right of applicant to appeal that decision to the Board.

#### **2.05: WATER SERVICE CONNECTIONS**

For those premises that do not have an existing service connection, the applicant will be charged an amount estimated to be the actual costs to the Association of the installation and material for a service connection.

**A. Size:** The Association reserves the right to determine the size of the service connection, the service pipe and water meter and the type of any backflow prevention device or other appurtenances required for the installation.

- B. Location:** So long as practicable, service will be installed at locations designated by the applicant, but only at curb and/or property lines of the property to be served abutting upon a public street, highway, alley, lane, or road in which is installed a water main of the Association.
- C. Changes in Service Connection/Meter Size:** Payment of all applicable additional charges will be required upon the happening of any of the following:
1. The alteration or increase in size of a service connection.
  2. The service of any area, adjacent property, or property of different ownership not served at the time of the original commencement of service.
  3. The increase of use by reason of land zoning reclassification or actual land use.

In instances where such additional charges are due, credit may be allowed for any such previous payments made by the applicant, the owner, or either of their predecessors. The size of any meter service and/or the area it serves, or the property's zoning classification or actual use, shall be determined by the Manager. Subject to an appeal to the Board, such determination by the Manager will be final.

Shareholders making such changes may be required to purchase and install an approved backflow prevention device. Increases in water use may be subject to limitation or a moratorium due to current water supply conditions.

## **2.06: PROVISION OF SERVICE**

The Association shall not be obligated to provide water service to any applicant for water service until after any and all fees, charges and past due assessments owing to the Association and associated with the property seeking water service shall have been paid in full, and the stock appurtenant to the property has been properly transferred on the books of the Association.

## **2.07: DESIGN AND CONSTRUCTION OF ADDITIONAL UNITS OR BUILDINGS**

- A. Water Service Agreement:** Any person who desires to undertake a new construction project within the Association's boundaries that results in new or upgraded water service, including upgraded fire service (such person is referred to herein as the "Developer"), shall enter into a Water Service Agreement with the Association in the form attached to these Rule and Regulations as Appendix C. All work necessary to provide water service for such project, including, but not limited to, design, planning, construction, and inspection, and any engineering, legal, or other consulting fees the Association incurs that are reasonably related to that project, shall be at the Developer's expense.
- B. Review and Design:** Upon execution of the Water Supply Agreement, the Developer shall pay a fee to the Association as determined by the Association's operations manager to cover the cost of the Association's Engineer to review necessary information regarding the project; if necessary, meet with the Developer and/ or the Developer's engineer and

design the water system improvements necessary for that project. The Association's review and design fees paid under this paragraph shall be separate from any plan review or plan checking fees required by Los Angeles County or any governmental entity.

- C. Preferred Contractors:** Under the terms of the Water Service Agreement, the Company will solicit no less than three quotes for the water system improvement necessary for any new construction projects from contractors on the Association's approved contractor list who hold all necessary licenses (i.e., either a Class A General Engineering License and/ or a Class C-34 Pipeline Contractor License) and who have previously performed satisfactory work for the Association or for other local water suppliers. That contractor shall have in place all insurance reasonably required by the company

## **2.08 SEPARATE SERVICE**

- A. Accessory Dwelling Unit (ADU):** Any property with an ADU/Jr, Granny Flats, Guest Houses, Add-Ons, Converted Garages, Apartments & Townhomes/Condos are required to have a separate service line and meter for each unit at the Developer/Shareholder's expense. All subject to approval after review of Shareholder's building plans. See the Association's Accessory Dwelling Unit Policy, incorporated herein as Appendix D, for further details on ADU issues.
- B. Fire Service:** During the project review process, if the new development requires fire sprinklers, a separate fire service line needs to be installed at the Developer/Shareholder's expense.
- C. Multi-Meter:** New development for multi-family is required to have a multi-meter system installed according to the Association design (Appendix C) at the Developer/Shareholder's expense.

## **APPENDIX A**

### **Policy on Discontinuation of Residential Water Service for Non-Payment**

# **RUBIO CAÑON LAND AND WATER ASSOCIATION**

## **RATES AND FEES**

### **APPENDIX B**

**For the most recent Water Rates and Fees, please refer to our website at [www.rclwa.org](http://www.rclwa.org). The Association reserves the right to change the schedule of water rates and other charges at any time.**

## **APPENDIX C**

**For the Water Service Agreement and the multi-meter schematic please refer to our website at [www.rclwa.org](http://www.rclwa.org). The Association reserves the right to change and update these document at any time.**

**APPENDIX D**

**ACCESSORY DWELLING UNIT POLICY**