

Ordinance No. 13

Establishing Rates, Rules And Regulations
For Retail Water Service By The
Humboldt Bay Municipal Water District

Originally adopted March 12, 1987

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Humboldt Bay Municipal Water District

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For Water Service By The

Humboldt Bay Municipal Water District

Be it ordained by the
Board Of Directors
of the
Humboldt Bay Municipal Water District
that Ordinances 5, 6 and 9
are hereby repealed and are replaced by this
Ordinance 13 as follows:

Article 1. Definitions

1.1 Blow-Off Valves means valves installed to allow periodic flushing of dead-end lines or low elevation water lines.

1.2 Board means the BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.3 Connection means the pipeline and appurtenant facilities such as the curb stop, meter and meter box all used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

1.4 Cross-Connection means any connection or structural arrangement between a customer's potable water system and any other source or

system through which backflow can occur. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections.

1.5 Customer means the water user, the tenant or the owner.

1.6 District means the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.7 General Manager means the General Manager of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

1.8 Loop Lines means water lines designed to allow circulation from one main line to another main line.

1.9 Main means a water line in a street, highway, alley or easement used for public or private fire protection or for general distribution of water.

1.10 Owner means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of, ownership over same or as executor, administrator, guardian or trustee of the owner.

1.11 Person means an individual or a company, association, partnership, or public or private corporation.

1.12 Premises means a lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by

the several tenants, in which case each portion shall be deemed separate premises. Apartment houses, trailer courts and office buildings may be classified as single premises.

1.13 Private Fire Protection Service means water service and facilities for providing sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection.

1.14 Reconnection Charge means a charge for replacement of a meter where there exists a service head.

1.15 Retail Water Service means water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefore, not to exceed anticipated monthly consumption in excess of 500,000 gallons per day average. Requirements for deliveries of water in excess of this amount will be sold by the DISTRICT under separate contract only.

1.16 Temporary Water Service means water service and facilities rendered for construction work and other uses of limited duration and the water available therefor.

1.17 Turn-On Charge means that, if for any reason other than for a DISTRICT purpose, it is necessary to terminate water service, a charge will be made to the customer when reestablishing water service.

Article 2. Retail Water Service Installation

2.1 Application. A person may make application for retail water service on application forms provided by the DISTRICT. Such application will

contain the following information: Name and address of applicant, a description of the premises to be served, and other matters as determined by the General Manager.

2.2 Undertaking of Applicant. An application will signify the customer's agreement to comply with this and other ordinances or regulations relating to retail water service and to make payments for water service. It shall also contain a provision granting the right of ingress and egress to the customer's property to the DISTRICT for reading meters and making repairs to the facilities. The application will be accompanied by a thirty dollar (\$30.00) non-refundable processing fee.

2.3 Payment for Previous Service. An application will not be approved unless payment in full has been made for water service previously rendered to the applicant by the DISTRICT.

2.5 Installation of Services. DISTRICT, or its authorized agents, shall perform all installation required for retail water service and shall determine the meter size if a new or replacement meter is required. Service installations will be made to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof or as otherwise required by the DISTRICT in other situations. Such installations shall be placed as close as possible to distribution mains. Services installed in new subdivisions prior to the construction of streets must be accepted by the applicant in the installed location. The applicant will be responsible for providing any easements required for the installation.

2.6 Cost of Installation. All service connections shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and the amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

2.7 Meter Installations. Meters will be installed in the sidewalk area or location approved by the DISTRICT, and shall be the property of the DISTRICT. No rent or other charge will be paid by the DISTRICT for a meter or other facilities, including connections.

2.8 Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the DISTRICT'S property will be moved at its expense.

2.9 Curb Cock. Every service connection installed by the DISTRICT shall be equipped with a curb cock or valve on the inlet side of the meter. The curb cock is intended for the exclusive use of the DISTRICT in controlling the water supply through the service connection pipe. If the curb cock is damaged by the customer's use to an extent requiring replacement, such replacement shall be at the customer's expense. Service valves or curb stops above 2" pipe size shall be equipped with an operator riser tube and capped at the surface.

2.10 Domestic, Commercial and Industrial Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

2.10.1 Separate Building. Each residential dwelling must be provided with a separate service connection with the following exceptions: Business and industrial facilities supplied by one service and other structures whose use is connected to the primary dwelling subject to the written approval of the General Manager.

2.10.2 Different Owners. A service connection shall not be used to supply more than one property owner or to supply property of the same owner across a street or alley, without written approval by the General Manager.

2.10.3 Divided Property. When property provided with a service connection is divided, each piece of property will have a separate service connection.

2.11 Service Connections. The service connections extending from the water main to the property line and including the meter, meter box and curb cock or gate valve shall be maintained by the DISTRICT. All pipes and fixtures extending beyond the property line shall be installed and maintained by the customer.

Article 3. Retail Water Service Installations when Main Extension Required

3.1 Application for Main Extension. The following rules are established for making main extensions:

3.1.1 Application. Any owner of one or more lots or parcels or a subdivider of a tract of land, desiring the extension or enlargement of one or more water mains to serve such property, shall make a written application to the DISTRICT. The application shall contain the legal description of the property to be

served and the county assessor's parcel number thereof, any additional information which may be required by the DISTRICT, and shall be accompanied by a map showing the location and number of the proposed connections.

3.1.2 Investigation. Upon receipt of the application, the DISTRICT staff shall make an investigation, and the GENERAL MANAGER shall submit a report and recommendations to the BOARD.

3.1.3 Ruling. The BOARD shall thereupon consider such application and report and after consideration, reject, modify or approve it.

3.1.4 Humboldt Bay Municipal Water District Lines. All extensions thus provided for, in accordance with these regulations, shall be and remain the property of the DISTRICT.

3.1.5 Dead-End Lines. No dead-end lines shall be permitted, except at the discretion of the DISTRICT. In cases where loop lines or blow-off valves are necessary, they shall be designed and installed by DISTRICT personnel as part of the cost of the extension.

3.2 Cost of Installation. All main extensions shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and the amount estimated by the DISTRICT shall be paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

3.3 Refund of Costs. In case other customers, after application therefor, shall be connected to any such main extension, DISTRICT shall establish an equitable basis for partial refund to the original applicant in cases where the applicant has not recovered the costs of installation through sales of property.

DISTRICT shall pay the refund to such person within fifteen (15) days after all amounts due to DISTRICT from such other customers shall be received by DISTRICT.

All right to refund hereunder to any and all persons shall terminate at the expiration of three (3) years from the date of connection of the main extension to DISTRICT'S pipeline. The decision of the BOARD in regard to any refund shall be final.

3.4 Determination. If, in the opinion of the BOARD, the extension of a main may result in an economic advantage to the DISTRICT, the DISTRICT may participate in the cost of such extension.

Article 4. Application for Private Fire Protection Service

4.1 Application. Any person may make application for standby fire protection service. Written application shall be made to the BOARD, describing in detail and with full supporting plans, the requirements of the applicant.

4.2 Investigation. Upon receipt of the application, the DISTRICT staff shall make an investigation and the GENERAL MANAGER shall submit a report and recommendations to the BOARD.

4.3 Ruling. The BOARD shall thereupon consider such application and report, and after such consideration, accept, modify or reject it.

4.4 Cost of Installation. All private fire protection service connections shall be made according to DISTRICT'S charges for labor, materials, equipment and overhead, and the amount estimated by the DISTRICT shall be

paid in advance by the applicant. If the actual cost of all the above items varies from the estimated cost, an appropriate adjustment will be made.

4.5 No Connection to Other System. There shall be no connections between any fire protection system and any other unauthorized water distribution system on the premises. All water lines and facilities from the DISTRICT'S main to the customer's property boundary, and including the meter if it is placed on the customer's property, shall belong to the DISTRICT.

4.6 Use. There shall be no water used through the fire protection service except to extinguish fires and for testing the fire fighting equipment, with the exception of services approved for combination use through compound meter installations.

4.7 Meter Rates. Any consumption recorded on the meter will be charged at regular service rates for fully metered use. Installations which are not fully metered shall be charged at the rate of five (5) times the amount shown on the bypass or other metering device. There shall be no charge, however, for water consumed in actual fire suppression uses.

4.8 Standby Charge. The monthly rates for private fire protection systems shall be established by the BOARD.

4.9 Violation of Agreement. If water is used from a standby fire service in violation of the agreement or of these regulations, the DISTRICT may, at its option, and as provided herein, discontinue and remove the service after first notifying the customer and the appropriate fire department of discontinuance.

4.10 Water Pressure and Supply. The DISTRICT assumes no responsibility for loss or damage due to lack of water or variations of water

pressure, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

4.11 Fire Services. Fire services for private and commercial uses shall be installed in accordance with the standards for installation of fire suppression services established by the American Water Works Association.

4.12 Rules. The following rules shall apply to all fire service connections:

4.12.1 Valve. When a fire service connection is installed, the valve governing same will be closed and sealed and remain so until a written order is received from the owner of the premises to have the water turned on, and approval is provided by the DISTRICT.

4.12.2 Additional Service. The DISTRICT shall have the right, with the approval of the appropriate fire suppression authorities, to take a domestic, commercial or industrial service connection from the fire service connection to supply the same premises as those to which the fire service connection belongs. The DISTRICT shall also have the right to determine the proportion of the installation cost properly chargeable to each service connection, if such segregation of costs shall become necessary.

4.12.3 Backflow Prevention Device. All fire service connections shall be equipped on the service end with an approved backflow prevention device. The requirements are set forth in Article 7 hereof.

4.12.4 Housing-Valve Boxes. All meters and valves shall be housed in approved structures for DISTRICT access at all times.

4.12.5 Equipment Ownership. The construction and installation of all the above fire protection connection devices will be at customer's expense. Such equipment and structures after installation shall become the property of the DISTRICT.

Article 5. Temporary Service

5.1 Deposit. The applicant shall deposit, in advance, the estimated cost of installing and removing any facilities required to furnish temporary service exclusive of the cost of salvageable material. Upon discontinuance of service, the actual cost shall be determined by an adjustment made as an additional charge, refund or credit. All water so provided will be charged in accordance with rates established by the BOARD.

5.2 Duration Of Service. Temporary service connections shall be disconnected and terminated within six (6) months after installation unless an extension of time is granted in writing by the DISTRICT.

5.3 Installation And Operation. All facilities for temporary service to the customer connection shall be installed by the DISTRICT and shall be operated in accordance with its instructions.

5.4 Responsibility For Meters And Installations. The customer shall use all possible care to prevent damage to the meter or to any other facilities of the DISTRICT which are involved in furnishing the temporary service. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

5.5 Supply From Fire Hydrant. An applicant for temporary use of water from a fire hydrant must secure a permit therefor from the DISTRICT and from any fire protection agency having jurisdiction. The applicant shall pay the regular fee charged for the installation and removal of a meter and backflow device and use of a hydrant wrench. The applicant shall pay for the water used in accordance with the meter readings, at the rates prescribed by the DISTRICT.

5.6 Unauthorized Use Of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable by law.

5.7 Customer Liability. The customer must provide evidence of liability insurance coverage satisfactory to the DISTRICT relating to such temporary service connection, and shall agree to hold harmless, indemnify and defend DISTRICT from any claims arising out of the customer's use of the temporary service.

Article 6. Rates

6.1 Rate Schedule. Monthly rates for water service, standby fire protection and other ordinary charges are established by the Board of Directors, based on the cost of providing retail water service. The Board may modify these rates by Resolution at any time. The current retail water rates and charges are set forth in the effective Board Resolution attached hereto and incorporated herein.

Article 7. Cross-Connections and Backflow Devices

7.1 Cross-Connections. The customer must:

7.1.1 Comply with state and federal laws and DISTRICT ordinances governing the separation of water systems or sources; and

7.1.2 Install backflow protective devices to protect the public water supply from the danger of cross-connections or other potentially hazardous backflow. Unless otherwise provided herein, backflow protective devices must be installed as near the service as possible and shall be available for test and inspection by the DISTRICT. Plans for installation of backflow protective devices must be approved by the DISTRICT prior to installation.

7.2 General Backflow Control Requirements.

An approved backflow prevention device consisting of shutoff valves and/or check valves and tri-cocks will be required on all service connections. Any backflow prevention device required by this ordinance must be a model approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, as amended.

All backflow prevention devices will be inspected and tested by the DISTRICT as required by law. The devices shall be repaired or replaced whenever they are found to be defective, and all costs of repair and maintenance shall be borne by the customer.

7.3 Backflow Control Requirements – Piers, Docks And Wharfs. All services to piers, docks and wharfs, regardless of intended use, shall be equipped as follows:

7.3.1 Each service line shall be equipped with an approved air gap system or an approved reduced pressure principal backflow prevention device.

7.3.2 Where such devices as described above cannot be practically installed, each service head on the dock will be equipped with an approved reduced pressure device backflow preventor.

7.4 Backflow Control Requirements – Special Cases. In special circumstances, when the customer is engaged in the handling of hazardous or corrosive liquids or industrial or process waters, the DISTRICT may require the customer to eliminate certain plumbing or piping connections as an additional precaution and will require an approved backflow preventive device to be installed at the meter connection.

7.5 Defective Backflow Device – Immediate Termination Of Service. The service of water to any premises may be immediately discontinued without notice by the DISTRICT if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

7.6 Control Valve On The Customer Property. The customer shall provide a valve on the customer's side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on the premises. The customer shall not use the service curb stop to turn water on and off.

Article 8. Water Service Priority for Housing Affordable to Lower-Income Households

8.1 The DISTRICT shall grant priority – with respect to considering and processing an application for retail water service – for proposed developments that include housing units affordable to lower income households.

8.2 The DISTRICT shall not deny or condition the approval of an application for retail water service that includes housing units affordable to lower income households unless the DISTRICT makes a written finding that the denial, condition or reduction is necessary due to one of the following reasons: a) the DISTRICT does not have “sufficient water supply” or is operating under a water shortage emergency, b) the DISTRICT does not have sufficient water treatment or distribution capacity to serve the needs of the proposed development, c) the DISTRICT is under a compliance order from the State Department of Health Services that prohibits new water connections, or d) the applicant fails to agree to reasonable terms and conditions relating to the provision of service.

(Article 8 pursuant to SB 1087 which amended Government Code Section 65589.7 and Water Code Section 10631.1)

Article 9. General Provisions

9.1 Damage To Water System Facilities. No customer shall maintain or use any equipment which causes, or threatens to cause, damage to the DISTRICT’S facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his or her tenants, agents, employees, contractors,

licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The DISTRICT shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

9.2 Interruptions In Service. The DISTRICT shall not be liable for damage which may result from an interruption in service from any cause.

9.3 Maintenance Of Water Pressure & Shutting Down For Emergency Repairs & Modifications. The DISTRICT shall not be responsible for the maintenance of water pressure, and it reserves the right to discontinue service while making emergency repairs and for any other reason requiring the shutdown of water services as determined by the DISTRICT. Customers dependent upon a continuous supply should provide emergency storage.

9.4 Number Of Services Per Premises. The applicant may apply for as many services as may be reasonably required for the premises provided that the pipeline system for each service be independent of the other and not interconnected.

9.5 Penalty For Violation. For the failure of the customer to comply with all or any part of this ordinance, and any ordinance, resolution or order fixing rates and charges of the DISTRICT for which a penalty has not herein been specifically fixed, the customer's service shall be discontinued as provided herein, and the water shall not be supplied such customer until the customer shall have complied with the rule or regulation, rate or charge which has been violated.

9.6 Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the DISTRICT harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

9.7 Relief Valves. As a protection to the customer's plumbing system, a suitable pressure reducing valve should be installed and maintained by the customer. The pressure reducing valve should be installed between the check valves and the water meter.

9.8 Responsibility For Equipment. The customer shall, at customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the DISTRICT shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence or wrongful act of the customer or of any of customer's tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The DISTRICT shall not be responsible for damage to property caused by faucets, valves and other equipment that is left open, or for any leaks, on the customer's premises.

9.9 Responsibility For Equipment On Customer Premises. All facilities installed by the DISTRICT on private property for the purpose of rendering water service shall remain the property of the DISTRICT and may be maintained, replaced or repaired by the DISTRICT without consent or interference of the owner or occupant of the property. The customer shall use reasonable care in the

protection of the facilities. No payment shall be made by the DISTRICT for placing or maintaining said facilities on private property.

9.10 Ruling Final. All rulings of the General Manager shall be final unless appealed in writing to the BOARD within five (5) days. When appealed, the BOARD'S ruling shall be final.

9.11 Separability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

9.12 Tampering With Humboldt Bay Municipal Water District Property. No one except an employee or representative of the DISTRICT shall at any time in any manner operate the curb cocks, fire plugs, valves, or main valves of the DISTRICT'S system; or interfere with meters or their connections, street mains or other parts of the water system.

9.13 Termination Of Service. Water service may be terminated by the DISTRICT for default in performance of the customer's obligations as set forth herein. Prior to termination of service, except in emergency situations, the DISTRICT shall comply with the notice and other requirements of Chapter 9.6 of Division 1, Title 6, of the California Government Code.

9.14 Water Waste. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, and impairs or threatens to impair the general service provided by the DISTRICT, the DISTRICT may discontinue the service as provided herein, if such conditions are not corrected within ten (10) days after giving the customer written notice.

Article 10. Customer Billing

10.1 Billing Period. The regular billing period will be monthly or bimonthly (every two months) at the option of the DISTRICT.

10.2 Meter Reading. Meters will be read as nearly as possible on the same day of each month or bimonthly (every two months) at the option of the DISTRICT. If a billing period for a customer spans seven (7) days or more, the customer will be charged the entire monthly minimum plus water used in excess of the minimum. If a billing period for a water customer spans less than seven (7) days, there will be no minimum charge during this period and this usage will be added to the following monthly billing.

10.3 Water Charges. Water charges are due and payable at the office of the DISTRICT on the date of mailing the bill to the property owner or agent designated in the application, and are delinquent twenty (20) days after post office cancellation date. Service may be discontinued as provided herein if payment is not made by the delinquent date.

10.4 Payment Of Bills. Bills for metered water service shall be rendered at the end of each billing period. Payment can be made in person or by mail at the DISTRICT'S offices located at 828 Seventh Street, Eureka, California.

10.5 Billing Of Separate Meters Not Combined. Separate bills will be rendered for each meter installation except where the DISTRICT has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made the meter readings will be combined for billing purposes.

10.6 Liability. Failure to receive a bill does not relieve a customer of liability. Any amount due shall be deemed a debt to the DISTRICT, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable.

10.7 Customer's Guarantee. The water charge begins when a service connection is installed and the meter is set except in cases where the customer does not want water service at the time of hookup.

Article 11. Meters

11.1 Meter Tests – Deposit. If a customer desires to have the meter serving the customer's premises tested, the DISTRICT will do so at the customer's expense.

11.2 Adjustment For Meter Errors. After testing, if a meter is found to be more than two percent (2%) fast or slow, an appropriate adjustment for the current month only will be made.

11.3 Meter Malfunctions. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made by the DISTRICT from previous consumption for a comparable period.

Article 12. Remedies

12.1 Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which in

the GENERAL MANAGER'S judgment might endanger or disturb the service to other customers.

12.2 Cross-Connections. Water service may be refused or discontinued as provided herein to any premises where there exists a cross-connection in violation of state or federal laws or this ordinance.

12.3 Water Used Without Application Being Made. A person using water from an active service connection without having made application to the DISTRICT for water service, shall be held liable for the water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated by the DISTRICT. If proper application for water service is not made upon notification to do so by the DISTRICT, and if accumulated bills for service are not paid immediately, the service may be discontinued by the DISTRICT as provided herein.

12.4 Fraud Or Abuse. Service may be discontinued as provided herein if necessary to protect the DISTRICT against fraud or abuse.

12.5 Noncompliance With Regulations. Service may be discontinued as provided herein for noncompliance with this or any other ordinance or regulation relating to the water service.

12.6 Upon Vacating Premises. Customers desiring to discontinue service should so notify the DISTRICT two (2) days prior to vacating the premises. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

12.7 Suit. All unpaid bills and penalties herein provided may be collected by suit. In the event of such litigation, or litigation brought to enforce any

provision of this ordinance, the prevailing party shall recover reasonable attorney's fees and court costs.

Article 13. Notices

13.1 Notices To Customers. Notices from the DISTRICT to a customer will normally be given in writing, and either delivered or mailed to customer's last known address. Where conditions warrant and in emergencies, the DISTRICT may resort to notification either by telephone, messenger, or public media.

13.2 Notices From Customers. Notice from the customer to the DISTRICT may be given in writing at the DISTRICT'S office, located at 828 Seventh Street, Eureka, California.

Article 14. Time of Taking Effect

14.1 Effective Date. The foregoing ordinance shall be in full force and effect as of April 1, 1987. Any amendments shall take effect 31 days after adoption.