



SECTION 3700. CUSTOMER SERVICE POLICIES

<u>Section</u>	<u>Title</u>	<u>Page</u>
3701	General.....	1
3702	Service Conditions.....	1
3703	Service Area	1
3704	Service Connections and Meters.....	1
3705	Description of Service.....	3
3706	Application Procedure.....	6
3707	Special Contracts.....	7
3708	Resale of Water, Delivery to Other Premises Prohibited.....	7
3709	Security Deposits.....	7
3710	Notices.....	10
3711	Billing of Water Accounts.....	10
3712	Payment of Bills.....	10
3713	District Initiated Termination of Service	12
3714	Discontinuance of Service For Other Than Delinquency	14
3715	Meter Error.....	15
3716	Mailing Lists and Customer/User Records.....	16

SECTION 3700. CUSTOMER SERVICE POLICIES**§ 3701. General**

This section sets forth the terms and conditions under which the District will provide water service to its customer/users and is subject to change from time to time at the discretion of the Board of Directors. The Board of Directors has the right to interpret the rules, and may provide a rule on any point that is not specifically covered herein.

§ 3702. Service Conditions

The District will provide water service only if an application for such water service is completed in the manner hereinafter provided, unless otherwise determined by the Board of Directors.

§ 3703. Service Area

The District may only serve land within its boundaries, however the Board of Directors may authorize the sale of surplus water to other entities, through exchange agreements, and under special conditions and rates as set.

§ 3704. Service Connections and Meters

A. Installation. The District will meter all water services and apply the rate schedule thereto. Except as otherwise provided by written agreement, the District will furnish and install, at the applicant's expense (and in accordance with Section 2500, *Rates, Fees and Charges*), service connections and meters of such size and at such locations as an applicant requests; provided, however, that the District reserves the right to make the final determination as to the size and location of each service connection and meter. Service connections and meters will be connected to the District's distribution system, and will be contained within the District's (or public) right-of-way or easement.

B. Payment of Connection Fees. Connection fees are paid at the time of application for service or when the request for meter installation is made. Water meters will be installed within six months of the date payment is made or the District may refund the fees and rescind the guarantee of service. Except as otherwise provided by written agreement, the District may, as a condition to furnishing a service connection or meter (or both), require an applicant to pay the District a cash deposit sufficient to cover the cost of installation and all other applicable fees.

C. Change in Meter Location.

1. Meters or service laterals moved for the convenience of the customer/user will be relocated at the customer/user's expense. Meters or service laterals moved to protect the District's property will be moved at the District's expense. A customer/user requesting relocation will be required to place an advance deposit, in an amount determined by the District, for the service relocation. Costs exceeding the deposit will

be billed to the customer/user. Unused funds will be refunded to the customer/user upon completion of the relocation.

2. Meters, meter boxes, and service laterals are District property and are not to be tampered with or relocated by non-District personnel. If in the opinion of the District a meter or service lateral has been affected or altered in any manner, or if the meter or service lateral has been damaged, or in any way defaced, the customer/user will be notified and held responsible for all costs incurred for repairing the damage and/or any costs for relocating the meter or service lateral to a location determined by the District.

D. Change in Meter Size and/or Classification

1. If the District determines that an existing meter needs to be replaced with a meter of a different size, the cost for the change will be the actual cost of the new meter plus the cost of a new service line installation, if any. An increase in meter size may require a larger service line. All costs are at the customer/user's expense.
2. The Capital Facilities Charge for upsizing a meter or for a change in classification in any service connection is the difference between the existing meter and the new meter. In addition, the customer/user is responsible for payment of any other applicable fees and charges (i.e. San Diego County Water Authority Capacity Fees, etc.).
3. No credit can be given for the downsizing of an existing service; credit will not be given for the actual meter or related materials.
4. If a customer/user with an existing meter subdivides the parcel, the customer/user will receive full credit for the existing meter Capital Facilities Charge towards obtaining the new meters. If the existing meter capacity exceeds the requirements of the newly created lots, no additional credit will be given. Credit will not be given for the actual meter or related materials.
5. District services are available during posted business hours, except that any service request to be performed for the convenience of the customer that results in overtime for District staff, will be charged an after-hours fee in accordance with Section 2500, *Rates, Fees, and Charges*.

E. Ownership. The service connection and meter are the property of the District, and the District reserves the right to repair, replace, and maintain them, as well as to remove them upon discontinuance of service.

F. Maintenance. The service connection, including the meter and meter box, will be repaired and maintained by the District at its expense, except when damage occurs due to the negligence of the customer/user, or of the customer/user's family, guests, invitees, or agents, in which case the customer/user will pay for repairs made by the District. The District is not responsible for the installation or maintenance of any water lines extending beyond the discharge end of the meter.

G. Obstruction of Meter Boxes. No person will place, dispose, or allow the placement, disposal or deposit of oil, toxic, hazardous, or contaminated liquid or waste, trash, soil, building materials, or other substances, objects, or obstructions in, on, or around meter boxes or other District facilities. No person will allow or permit meter boxes or other District facilities to be obstructed or obscured by trees, shrubs, and plants or in any other manner so as to impede their intended use or access.

Upon notification from the District, the customer/user will have ten days to clean, trim and/or otherwise remove any obstruction(s) that impede the use or access to District meters or services. If such substances, objects or obstructions are not cleaned and removed, the District will accomplish the cleaning and/or removal of any substances or objects at the customer/user's expense.

§ 3705. Description of Service

A. Supply. The District will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to its customer/users and to avoid any shortage or interruption in delivery provided, however, the District cannot, and does not, guarantee the quantity or pressure of the water it provides.

B. Quality. When furnished for human consumption, the District endeavors to supply safe and potable water in accordance with State and Federal guidelines.

C. System Operations Charges. All meters are subject to a System Operations Charge as outlined in Section 2500, *Rates, Fees, and Charges*. However, all meters classified as inactive by the District at the request of the customer, will be charged at ½ the applicable System Operations Charge based on meter size.

D. Classes of Service: All services installed by the District will be classified as one of the following user types:

1. **Single Residential** – A single dwelling, or equivalent, and associated landscape served by one meter

Examples:

- **Detached Home**
- **Single Mobile Home**
- **All Others** (condo, town home, duplex, triplex, planned unit developments are individually metered)

- **Fire** – Meter for fire protection of single residential user
2. **Multiple Residential** – Multiple dwelling units with meter(s) that serve more than one user (not including institutional situations)
- Examples:
- **Master Metered Apartments**
 - **Master Metered Mobile Homes**
 - **All Others** (master metered condo, town home, duplex, triplex, and planned unit developments)
 - **Fire** – Meter for fire protection of a multiple residential dwellings
3. **Irrigation** – Meters that serve outdoor irrigation purposes with potable water
- Examples:
- **Uninterruptible Agriculture – Dedicated Use Meter**
 - **Uninterruptible Agriculture – combined Ag/Residential Use Meter**
 - **Interruptible Agriculture – Dedicated Use Meter**
 - **Interruptible Agriculture – Combined Ag/Residential Use Meter**
 - **Landscape**
4. **Single Commercial** – Users that provide/distribute a service and/or product (or other places of commerce) with a single meter serving a single user
- Examples:
- **Offices**
 - **Services**
 - **Restaurant**
 - **Hotel/Motel/Inn**
 - **Construction**
 - **Gas Station**
 - **Laundry**
 - **Car Wash**
 - **RV Park**
 - **Health Club/Gym**
 - **Retail**
 - **Auto Repair**
 - **Chemical Storage**
 - **Concrete Mixing Plant**
 - **Ambulance Service**
 - **Paint & Body Repair Shops**

- **Ocean Vessel Testing Facility**
 - **Radiator Repair/Sales Shop**
 - **Other**
 - **Fire** – Meter for fire protection of a single commercial establishment
5. **Multi-Commercial** – Users that provide/distribute a service and/or product (or other places of commerce) with meter(s) that serve more than one user
- Examples:
- **Offices**
 - **Services**
 - **Retail**
 - **Mixed Business Park/Strip Mall**
 - **Other**
 - **Fire** – Meter for fire protection of a multi-commercial establishment
6. **Industrial** – Users that manufacture or process materials and/or products (as defined in SIC Codes 2000-3999)
- Examples:
- **Fire** – Meter for fire protection of a industrial establishment
 - **All Other**
7. **Institution** – Users dedicated to public service (regardless of owner)
- Examples:
- **Hospital/Medical Care Facilities**
 - **Churches**
 - **Public Schools**
 - **Government**
 - **City**
 - **Special Districts**
 - **Specialty Care Facilities**
 - **Other Non-profits**
 - **Fire** – Meter for fire protection of an institutional establishment
8. **Recycled** – Users as approved by the District, for specific recycled water use at specific locations, as mandated by the State regulations
- Examples:
- **Landscaping Irrigation**
 - **Specific Commercial Uses**

§ 3706. Application Procedure

A. Requirements. Each application for water service or installation of a water meter must be signed by the customer/user of the property to be served, who will be responsible for payment of all rates, fees, and charges, and who must oversee compliance with the District's Rules and Regulations. The application is a written request for service and does not bind the applicant to take service for any particular period of time. The applicant will provide all information that the District deems necessary to make a determination regarding service requirements and availability.

B. Service Previously Rendered to Applicant. Service will not be provided unless payment in full has been made for service previously rendered to the applicant by the District and all applicable connection, capacity facilities and installation charges and fees, deposits, fines, and penalties have been paid in full.

C. Restrictions. Water service is restricted to the premises and/or parcels reflected on the application. A new, separate application for service and water meter is required for any parcel split off of the original parcel.

D. Water Use Without District Application. A person taking possession of a premise and using water without having made application for water service will, in addition to applicable fines outlined in Section 2500, *Rates, Fees and Charges*, be held liable for the cost of water delivered from the date of the last recorded meter reading. If the meter is found to be inoperative, the quantity consumed will be estimated based on an average of the prior four years usage for the corresponding time period. If less than four years of information is available, then a comparison using other customer/users receiving the same class of service during the same period of time will be used to estimate the bill.

E. Individual Liability for Joint Service. Two or more parties who make application for a single service will be jointly and individually liable for the expenses incurred in connection with such service, and may be sent periodic bills upon written request and approval of both parties.

F. Changes in Customer/Users' Equipment or Usage of Water on Premises. Customer/users anticipating material changes in the size, character, or extent of the equipment or operations using water service, or where the change in operations may result in a substantial increase in the use of water, must give the District advanced written notice of the nature of the change. The terms "material changes" and "substantial increase" are deemed to mean that point at which a larger meter, capacity, and or additional facilities are required at the discretion of the District. Additionally, a customer/user anticipating changes must have prior approval from the District. Failure to do so may result in termination of water service. Upon such notification or discovery, and verification by the District of changed equipment or usage, the District may change conditions of water service including, but not limited to, water type/source, service line size, meter size, cross connection control equipment, and billing

frequency. In the event that an increase in water use has resulted in failure of metering equipment, the District, in addition to installing the appropriate size meter, will estimate the water used based on an average of the prior four years usage for the corresponding time period. If less than four years of information is available, then a comparison with the use of other customer/users receiving the same class of service during the same time will be used to estimate the bill. All costs associated with equipment or change in water use or service will be borne by the customer/user as per other applicable provisions of this Administrative Code.

§ 3707. Special Contracts

Contracts, other than applications, may be required prior to service under the following conditions:

- A. When required by provisions contained in Section 2500, *Rates, Fees, and Charges*. The duration of the term will be specified in the contract.
- B. When construction of a permanent main line extension is necessary
- C. For temporary service
- D. For connections with other qualified utilities
- E. For standby service or fire service
- F. Exchange agreements
- G. As approved by the Board of Directors

§ 3708. Resale of Water, Delivery to Other Premises Prohibited

No customer/user will resell any of the water received by the customer/user from the District, nor will such water be delivered to premises and/or parcels other than those specified in the customer/user's application for service and as specified by California Government Code.

§ 3709. Security Deposits

A. Authority. The Board of Directors hereby grants to the General Manager the authority to require security deposits on new, existing, or re-established accounts where appropriate under the circumstances set forth below. The amount of the deposit may be determined by reference to Section 2500, *Rates, Fees, and Charges*.

B. Upon application for new service, a deposit will be required if the applicant does not provide sufficient information as requested on the application form to enable the District to determine the applicant's credit worthiness.

C. Residential. Deposits may be collected from residential customer/users as necessary, if any of the following events occur:

1. The customer/user cannot provide a satisfactory payment history from a comparable utility when making application. A satisfactory payment history is defined as the following:
 - a) No more than three delinquent charges in an 18-month period
 - b) No return payment charges
 - c) No disconnections for non-payment
 - d) No bankruptcies or liens filed
2. If a new customer/user does not have a prior utility billing history with the District or other utility, a current satisfactory credit report supplied by the customer/user may be used to determine credit worthiness. The customer will be deemed not credit worthy if the report contains any one of the following items: foreclosure, bankruptcy, lien, judgment, or more than two accounts listed as having been 60-days past due.
3. The customer/user had previous service with the District and has incurred any of the following:
 - a) More than one lock-off (48-hour Notice) charge in a 12-month period
 - b) Service has been discontinued for non-payment
 - c) More than one returned payment in a 12-month period
 - d) Prior bad debt write-off
 - e) District initiated property lien
4. Deposits may be collected on active accounts if any of the following events occur:
 - a) More than one lock-off (48-hour Notice) charge in a 12-month period
 - b) Service has been discontinued for non-payment
 - c) More than one returned payment in a 12-month period
 - d) Customer/user filed bankruptcy and reapplied for service (deposit to be held until account is closed)
5. Water account must be established/transferred into the property owner's name if:
 - a) Any prior account is in arrears
 - b) Any prior account is in collections

- c) Any prior account has been written off as bad debt for any reason
6. The deposit may be re-evaluated and increased on an existing active account if:
- a) More than one lock-off (48-hour Notice) charge in a 12-month period
 - b) Service has been discontinued for non-payment
 - c) More than one returned payment in a 12-month period
 - d) Upon investigation the lock/tag has been cut, District equipment damaged, or water used without authorization
 - e) Customer/user is not in compliance with any/all District *Rules and Regulations*
7. The deposit will be refunded in full to the customer/user 24 months from the date of the last deposit payment, provided the customer/user has established and maintained a satisfactory payment record based on the following criteria:
- a) One delinquent charge allowed on the account per 12-month period
 - b) No 48-hour lock-off notices
 - c) Service has not been discontinued for non-payment
 - d) No returned payments
 - e) No bankruptcies or liens filed
 - f) No current payment arrangements or amortizations

D. Non-Residential Deposit Guidelines

1. The District will collect a deposit on all new applications as set forth in Section 2500, *Rates, Fees & Charges*. The deposit will be held until account is closed, and may be re-evaluated and increased on an existing active account if:
- a) More than one lock-off (48-hour notice) in a 12-month period
 - b) Service has been discontinued for non-payment
 - c) More than one returned payment in a 12-month period
 - d) Customer/user cuts lock/tag, damages District equipment, or uses water without authorization
 - e) Customer/user has filed bankruptcy and/or lien placed, and has reapplied for service

- f) Customer/user is not in compliance with the District's rules and regulations

E. Refund of Deposit

Upon termination of service, the amount of deposit will first be applied to any outstanding amount due to the District by the applicant, and the balance will be refunded to the customer/user.

§ 3710. Notices

A. Notices to Customer/Users. Notices to a customer/user will normally be given in writing, and either delivered or mailed to the customer/user at the customer/user's last known address. Where conditions warrant or in emergencies, the District may resort to notification by any practical means available.

B. Notices from Customer/Users. All notices from customer/users to the District, except those related to initiation or discontinuance of water service, will be given by the customer/user or their authorized representative orally or in writing at the District office to an authorized District representative.

§ 3711. Billing of Water Accounts

A. Meter Reading and Billing. Typically, water meters are read and billed on a bi-monthly basis. Construction and recycled water meters are read and billed on a monthly basis unless otherwise provided in the rate schedule. Meters are read at regular intervals, or as required, for the preparation of opening bills, closing bills, and special bills. All bills are due and payable upon receipt.

B. Opening and Closing Bills. If the period of water service is less than two months, the System Operations Charge, and any other applicable charges, will be prorated for the actual days of service.

§ 3712. Payment of Bills.

A. Methods of Payment. Bills are due and payable upon receipt. Payment may be made at the District's office, through the U.S. mail, or through automatic payment methods. The District will accept cash, check (made payable to Rincon), money orders, direct pay, and authorized debit or credit cards. The customer/user is responsible to ensure that the District receives payment in a timely manner.

1. Money back to customer/users will not be permitted when using debit cards
2. Direct payment from customer/user's checking/savings account will be accepted based on the following criteria:
 - a. No more than one returned payment within the last 12-month period
3. Credit and debit card payment will be accepted based on the following criteria:

- a. No more than one returned payment within the last 12-month period

B. Closing Bills. When water service is terminated, bills are due and payable upon receipt.

C. Responsible Parties. All costs associated with services provided will be the responsibility of the customer/user, jointly or severally, of record.

D. Change of Ownership. No change of ownership or type of occupancy will affect the application of this Administrative Code with respect to collection of charges, water rates, deposits, or water service.

E. Unpaid Prior Account Balances. All outstanding balances owed to the District by the customer/user, including but not limited to reconnection charges, delinquent charges, fines, penalties, and deposits, if applicable, will be paid prior to water service being served or restored.

F. Returned Payments. If a payment has been made and returned by the financial institution, a "returned item fee" will be applied as outlined in Section 2500, *Rates, Fees and Charges*. The bill, returned item fee, and all outstanding charges must be paid in full within 48-hours of the District's notification, by cash, credit card, or money order, or service will be discontinued. A deposit may be required before restoration of service.

A Customer/user may be placed on a "cash only" basis for one year from the date of the latest returned payment if their account has more than one returned payment in a 12-month time period.

G. Delinquent Bills. Bills not paid within twenty days after mailing are considered delinquent, and will incur applicable delinquent charges as outlined in Section 2500, *Rates, Fees & Charges*. The District may initiate procedures to terminate service at any time thereafter; additional administrative charges may be applied.

H. Upon Vacating Premises. Customer/users discontinuing water service must notify the District prior to vacating the premises. Unless discontinuance of service is requested, the customer/user will be held liable for all charges whether or not any water is used.

I. Delinquent Charge Removal. Charges for delinquencies may be removed from a customer/user's account only once in a 12-month period, provided the account is otherwise considered in good standing.

J. Disputed Bills. Residential customer/users may initiate a complaint or request an investigation relating to billed charges by presenting their complaint or request to the District, by mail or in person, at the address shown on the bill, by telephone at the number shown on the bill, or by email to the email address stated on the bill, and at least 48 hours prior to the due date of the bill.

Any residential customer/user who has requested an investigation at least 48 hours prior to the due date of the bill, or who has made a request for

extension of the payment period of a bill asserted to be beyond the means of the customer/user to pay in full during the normal period for payment, will be given an opportunity for review by the General Manager. The review may include consideration of whether the customer/user will be permitted to amortize the unpaid balance of the account over a reasonable period of time.

The District will review, consider, and resolve all issues, investigations and requests made in accordance with this subsection, and the determination will be final unless otherwise determined by the Board of Directors upon appeal of the customer/user.

K. Bill Amortization. Consent to amortize an outstanding water bill may be considered on residential accounts only. Residential customer/users requesting payment arrangements may be permitted to amortize only one bill in a 12-month period, for a maximum period not-to-exceed a 12-month repayment period.

Pay-off of outstanding balances within 90 days of an extension agreement will not be charged interest on the balance due.

The District will not terminate service as long as the customer/user maintains the account in good standing during the term of the amortization agreement.

If a residential customer/user fails to adhere to the terms of the payment arrangements, the District will terminate service upon giving a 48-hour notice to the customer/user. This notice does not entitle the customer/user to further investigation by the District.

§ 3713. District Initiated Termination of Service

A. Notice of Termination of Service. Notice of service termination will be mailed at least fifteen days before termination of water service for nonpayment of a delinquent account. The District will make a reasonable, good faith effort to contact an adult person residing at the premises of the customer by telephone or in person at least 48 hours prior to any termination of service except that whenever telephone or personal contact cannot be accomplished, the District shall give, by mail or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination. An additional administrative charge will be applied for this lock-off process and service restoration, if required, as outlined in Section 2500, *Rates, Fees, and Charges*.

B. Exceptions. Notwithstanding any other provision of this Code, the District will not terminate residential service for nonpayment of a water bill in any of the following situations:

1. During a pending investigation by the District of a customer/user dispute or complaint.
2. When a customer/user has been granted an extension of the due date for payment of a bill.

3. Upon written certification of a licensed physician that to do so will be life threatening to the customer/user. Customer/user will be required to conform to Section 3711 "K" of this Code in satisfaction of the outstanding bill.
4. Initiated on any Saturday, Sunday, legal holiday, or at any time during which the business office of the District is not open to the public.

C. Multiple-Residential Accounts.

1. Whenever the District furnishes residential water through a master meter, the District will make a good faith effort to inform the actual users of the services when the account is delinquent, and service is scheduled for termination. Notice will be provided 10 days prior to service termination, and will inform said users of the right to become customer/users without being required to pay the amount due on the delinquent account. If one or more actual users are willing and financially able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means legally available to the District, of selectively terminating service to those actual users who have not met the requirements of the District's rules and regulations, service will be made available to actual users who do meet the District's requirements for obtaining new service.
2. When prior service for a period of time is a condition for establishing credit with the District, residency and proof of credit worthiness is required.

D. Non-Residential Customer/Users. Non-residential customer/users failing to pay a bill on time are subject to termination of service immediately following the due date unless other payment arrangements have been made prior to the due date.

E. Multiple Accounts. If a customer/user has more than one account with the District, and the bill for service at any one is not paid within twenty days after mailing, water services at all locations may be terminated. Residential service, however, will not be terminated for nonpayment of bills for other non-residential services.

F. Conditions for Restoration of Service. Restoration of service will be made upon payment of all delinquencies, deposits, regular bills, and administrative fees.

G. Subsequent Tenants. Where the District has not been paid for furnishing water for residential use to a tenant, it will not seek to recover the amount of the delinquency and any related charges from a subsequent tenant as a condition of service. However, subsequent application for service will be accepted from the property owner only. (Source: Government Code §71618.)

H. Wrongful Termination. Any service wrongfully terminated by the District will be restored without charge.

I. District Remedies. After a bill has been delinquent for more than twenty days, the District is authorized to do any one or more of the following:

1. Place delinquency on the property tax roll as authorized by California Water Code Section 72100.
2. Sign a complaint, file suit, prosecute to judgment, and enforce collection of the charges against the customer/user.
3. Place a lien against the property as authorized by California Water Code Section 72102.
3. Withhold any District services to the customer/user provided, however, termination of water service will only be effected in accordance with the foregoing provisions.
4. Take any other action the General Manager deems appropriate to protect the interests of the District.

§ 3714. Discontinuance of Service for Other Than Delinquency

A. Unsafe Apparatus.

1. The District may refuse to serve water and may discontinue service to any premises where apparatus or equipment using water is dangerous, unsafe, or not in compliance with the Districts Rules and Regulations or with law.
2. The District does not assume liability for inspecting apparatus or equipment on the customer/user's property. The District does reserve the right of inspection however, if there is reason to believe that unsafe apparatus or equipment is in use.

B. Service Detrimental to Others. The District may refuse to furnish water to any premises where excessive demand by one customer/user is or may be detrimental to the service furnished to other customer/users, or will result in inadequate service to others.

C. Fraud or Abuse. The District has the right to refuse or discontinue water service to any premises to safeguard against fraud, abuse, or unauthorized use of water or facilities.

D. Non-Compliance. The District may discontinue water service to a customer/user for noncompliance with the District's Administrative Code if a customer/user fails to comply within five business days after receiving written notice. If such noncompliance affects matters of public health and/or safety, and conditions warrant, the District may discontinue water service immediately and without notice.

E. Customer/Users Request for Service Discontinuance. A customer/user may request that water service be discontinued by notifying the District. Service will be discontinued within a 48-hour time period excluding weekends and holidays. If notice is not given, the customer/user will be required to pay for water service to the premises until such notice is given.

F. Restoration-Reconnection Charges. The District will charge a fee for restoring water service that has been discontinued because of noncompliance with the Administrative Code as outlined in Section 2500, *Rates, Fees, and Charges*.

§ 3715. Meter Error

A. Meter Certification.

1. All meters installed by the District have been test certified by the manufacturer, and rated as prescribed by the American Water Works Association Standard ANSI/AWWA C700. Meter efficiency tests are conducted under test conditions as prescribed by AWWA.
2. On Request.
 - a. A customer/user may, by giving the District at least ten days written notice, request the District to test the meter serving the customer/users premises.
 - b. The District will require the customer/user to place a cash deposit in an amount required to cover the cost of the test.
 - c. Any such deposit will be returned if the meter registers above or below AWWA Standards.
 - d. A customer/user or designee has the right to observe the test when performed.
 - e. A written report giving the results of the test will be available to the customer/user within ten days after the District has received the results.

B. Adjustment of Bills for Meter Error.

1. Fast Meters. When, after testing, a meter is found to be registering above AWWA Standards, the District will refund to the customer/user the full amount of the overcharge, based on corrected meter readings for the period, not exceeding four months that the meter was in use.
2. Slow Meters. When, after testing, the meter is found to be registering below AWWA Standards, the District may bill the customer/user for the amount of the undercharge, based on

corrected meter readings for the period, not exceeding four months that the meter was in use.

3. Non-Registering Meters. The District may bill the customer/user for water delivered to the customer/user while the meter was not registering. The bill will be estimated based on an average of the prior four years usage for the corresponding time period. If less than four years of information is available, then a comparison with the use of other customer/users receiving the same class of service during the same period of time will be used to estimate the bill.

§ 3716. Mailing Lists and Customer/User Records.

The names, addresses, and records of the District's customer/users and taxpayers are not available to the public, except to the extent required by law. No mailing list compiled from the records of the District will be made available to the public by any of the District's officers or employees.