

**NORTH YUBA WATER DISTRICT
DOMESTIC WATER POLICY AND REGULATIONS**

SECTION 1 – GENERAL

A. DEFINITIONS

1. District

The North Yuba Water District

2. Domestic Water

water that has been treated at the District’s water treatment plant and is suitable for drinking

3. Base Rate

Minimum charge not including water used. Based on meter size.

4. Consumption Charge

Charge per each 100 cubic feet of water used.

5. Dwelling

Any structure (conventional, modular, mobile home, or other) or portion of such structure used as a living quarters in any manner regardless of the frequency or duration of such use. As used herein, the terms dwelling, home, house, and residence shall be considered to have identical meaning.

6. Commercial Establishment

Any structure, portion of any structure, or open area in which goods or services are created or sold, or that supports such activities. This term shall not apply when such activities are conducted solely within the confines of a dwelling, appurtenances, or adjacent areas normally and predominantly used for residential purposes.

7. Customer

Any person or entity receiving water service from the District for residential, commercial, industrial, or temporary use.

8. Primary Customer

The person or entity whose name appears on an account associated with a connection to the District’s system.

9. Residential Use

Domestic Water used in and around dwellings.

10. Commercial Use

Domestic Water used by commercial establishments.

11. Industrial Use

Domestic water used for manufacturing.

12. Temporary Use

Domestic water used for limited term construction and road work projects only

13. Service Connection

A metered connection to the Water District’s domestic water supply.

14. Master Meter

15. Unit

Each dwelling, business, or dwelling/business with a service connection.

16. Single connection

Any service for which a service connection serves no more than one unit.

17. Multiple connections

Any service for which a service connection serves multiple units.

18. System

All facilities, transmission lines, distribution lines, and meters, owned and operated by the District to provide water to the domestic customer's service connection.

B. PRIORITY OF POLICY

This policy shall supersede all policies pertaining to residential, commercial, industrial, and temporary use of domestic water.

C. COVERAGE OF POLICY

All use of Domestic Water shall be subject to all rules and regulations as established herein.

D. MODIFICATION TO REGULATIONS

These Regulations may be modified, amended or supplemented at any time by Board action. Updates are available by contacting the District Office and are also available on the District's website: www.nywd.org.

E. MODIFICATION TO RATES

Rates, including but not limited to service deposits, charges for delivery of service and usage, service calls, bond debt service, facility fees, availability charges, and standby charges, are periodically established by the Board of Directors. These rates will be applied to every domestic customer serviced by the District.

F. ENFORCEMENT

The General Manager shall enforce the provisions of these regulations and will provide explanations and information to the Board and Customers as may be necessary and proper in connection with them. The District Board, General Manager and employees shall not be liable for any damages resulting from the proper enforcement of any or all these Regulations.

SECTION 2 – DELIVERY OF WATER

- A.** The amount of water supplied by the District will be measured, in cubic feet, by means of water meters.
- B.** New connections, or size changes to an existing connection, shall be subject to a connection fee which shall reimburse the District for the costs of changing or installing a connection device. The Primary Customer shall pay for the installation / change and the District shall perform the work.
- C.** The Primary Customer shall be solely responsible for determining the size of the connection and may increase or decrease the connection size as necessary. The District shall not be responsible for any damages, harms, or problems resulting from a connection which is too small or too large for the needs of the property users.

SECTION 3 – BILLING

A. GENERAL

1. Each customer shall be subject to charges by the District for services.
2. Service deposits, charges for delivery of service and usage, service calls, bond debt service, facility fees, availability charges, and the base rate, are periodically established by the Board of Directors and shall be employed by the district to implement required charges to each dwelling.
3. Each billing shall be made to the primary customer and shall not be prorated or otherwise divided by the District for any reason. Upon request of the property owner, requiring submission of a new service application designating a new primary customer, billing can be changed to a new individual. However, the property owner shall be ultimately responsible for payment.
4. Bills are due and payable on the date they are mailed by the District.

B. CHARGES

1. A monthly base rate will be assessed to all accounts to cover expenses incurred by the District unrelated to the amount of water used. Expenses include but are not limited to account maintenance, administration, distribution system maintenance, fire flow, and maintenance of the District's service line to the meter.
2. **SINGLE CONNECTIONS**
Charges for a Single Connection shall be the sum of all applicable charges, at rates established by the Board of Directors.
3. **MULTIPLE CONNECTIONS**
Charges for a Multiple Connection shall be calculated as follows:
 - a. A combined base rate will be calculated by multiplying the individual base rate times the number of units. All applicable fees shall be billed at rates established for a 5/8" meter size for each unit.
 - b. The amount of water consumption will be read from the service connection, and a consumption charge will be calculated.
 - c. The bi-monthly charge for water will then be calculated by adding the base rate to the consumption charge.
 - d. The Primary Customer will be responsible for paying the combined base rate plus consumption charge.

C. RESPONSIBILITY FOR PAYMENT

1. The Primary Customer shall be responsible for payment of charges.
2. The owner(s) of any parcel shall be considered as being responsible for any water use.
3. The owner(s) of any parcel shall be ultimately responsible for payment of any and all charges made by the district for water availability, distribution, or use attributable to such parcel, regardless of whether the owner(s) personally benefits from such service.
4. All new or reconnected primary customers shall post a service deposit at the time service is provided. Residential, commercial, industrial, and temporary users shall receive a refund of their deposit after one full year without a late notice. Receipt of a late notice starts the year countdown over. Renters shall receive a refund of the unused balance of the service deposit only upon termination of service (per Board motion, 2/13/1982).

5. The District shall not be liable for losses to the primary customer or the customer’s property incurred from disruption of service for any reason whatsoever, or for disconnection of service for non-payment or as otherwise provided in applicable policies.
6. In the opinion of the Association of California Water Agencies, the District is not required to pay interest on customer deposit regardless of how long they are held.

D. WATER SALES FROM DISTRICT HYDRANT

1. Purchasers must be customers of the District or owners of parcels annexed into the District.
2. The purchased water must be used within District boundaries.
3. The District guarantees the quality and safety of the water exiting District hydrants. The District will not vouch for the quality or safety of the water beyond that point.

E. CURRENT FEES

ACTION	FEE
Turn on-off (customer requested)	\$10.00
After hours service call	\$55.00
New customer connection	\$25.00
Reconnection of Service	\$25.00
Service Deposit	\$128.00
Fire Hydrant Meter Security Deposit	\$0.00
Water Sales (from District hydrant)	\$1.00 ft ³
Cross Connection Inspection	\$1.00
Credit Card Use	\$1.00
A Shutoff notice fee will be assessed. The amount will be determined by the Board of Directors	

F. DELINQUENT ACCOUNTS

1. Accounts are delinquent twenty-five (25) days after the bill is mailed from the District Office. Actions to discontinue water services will begin if an account remains delinquent forty (40) days after the bill is mailed from the District Office. A delinquency ‘shut-off’ notice will be mailed to the Primary Customer and the property owner (if the Primary Customer is not the owner) stating the date the water service will be discontinued if the delinquent portion of the account remains unpaid. The notice will provide a minimum of five (5) days warning. Shutoff notices will be posted conspicuously at the account address approximately forty-eight (48) hours prior to the scheduled delinquency shutoff. A second notice will be posted at the account address approximately 24 hours later. The timeline will be as follows:

ACTION	DAYS FROM BILL MAILING
Bill is mailed	0
Account is delinquent	25
Shutoff notice is mailed	40
1 st Door Hanger (After 5 days - 48-hour notice to shutoff)	45
2 nd Door Hanger	46
Service shutoff	47

2. A water service shall be discontinued if the delinquent account balance has not been paid prior to the scheduled shutoff date. Once a service has been discontinued, the entire account balance must be paid prior to service being restored.
3. In the case where a delinquent bill is paid by check after the shutoff notice has been mailed, and the check is returned unpaid by the bank, service will be immediately discontinued without further notice. Prior to restoration of service, the account's entire balance and any bank charge for a returned check must be paid in cash before service will be continued. In addition, the District will impose its own returned check charge.
4. Reconnection following discontinuance for non-payment of bills shall require advance payment in full of the following:
 - a. The current service deposit (or that increment required to bring a smaller deposit up to current level).
 - b. All delinquent charges and fees.
 - c. All late notice fees.
 - d. The current disconnection and reconnection charges.
5. After shutoff, the original debt and fees will be placed on the tax roll or placed as a lien on the property pursuant to Water Code sections 31701.5 through 31701.7. If removal of hardware is needed to stop the consumption of water by a customer, a lien will be placed on the property involved until the associated costs are recovered by the District. This is also considered theft of the District's water and the customer will be prosecuted to the full extent of the law.
6. to Water Code sections 31701.5 through 31701.7.

G. DELINQUENT AND LATE NOTICE FEES AND CHARGES

EVENT	FEE
Non-payment disconnect	\$25.00
Bill is past due (Late Fee)	\$5.00
First cut off notice (1 st door hanger – 48 hours)	\$25.00
Second cut off notice (2 nd door hanger – 24 hours)	\$25.00
Returned check	\$20.00

H. RIGHT TO PROTEST BILL

1. If you have a question about a bill or a dispute regarding the amount charged, you must submit a complaint or request for investigation in writing to the district office within 5 business days of receipt of your bill. If the District representative determines that an investigation is warranted, your service will not be terminated until the investigation has been completed and you have been notified of the decision. If your dispute is found to be valid, you will then be given an opportunity to pay the bill and avoid termination. The customer is expected to pay any subsequent bi-monthly bills that arrive during the investigation which may require a payment of a total charge reflecting the disputed bill as well as a regular bi-monthly bill. The schedule for bill payment and delinquency covered herein will apply to all subsequent bills and begin when those bills are mailed from the District Office.

A. USE AND RESALE OF WATER

1. North Yuba Water District is the sole purveyor of water within the district boundary.
2. Only one (1) parcel will be served from a single meter. This provision will apply where two or more adjoining parcels are owned by the same person. The customer shall not permit the use of any of the water received by the primary customer from the District on any parcels other than those specified in his application for service.
3. No water received from the District may be resold.
4. Water Haulers cannot resell water to customers. Customers can only buy water from the District, and payment must be made to the district.

SECTION 5 – FIRE HYDRANTS

A ACCESS TO DISTRICT OFFICE HYDRANT.

1. Guaranteed access to the District Office’s hydrant is limited to fire suppression use. The District will not generally provide water for sale from the hydrant. However, temporary exceptions may be granted where need is demonstrated. In these cases, the length of time that water will be available, the frequency of accessing the hydrant, and the cost of the water will be decided on a case by case basis.

B USE OF OTHER DISTRICT HYDRANTS

1. The District will provide the applicant with a hydrant meter. Care of the hydrant meter is the responsibility of the applicant who shall be responsible for any damage. If the meter is lost, the security deposit will not be refunded.
2. In cases where the amount of water to be used is minimal or the District is unable to provide a meter, the General Manager may waive the meter and security deposit and use a load count to determine usage.
3. Any party using public fire hydrants, shall operate hydrants in accordance with instructions issued by the District. Unauthorized use of hydrants will be prosecuted according to law.

SECTION 6 – CROSS-CONNECTION PROTECTION REQUIREMENTS

A. CROSS-CONNECTION DEFINITION

A cross-connection is any temporary or permanent connection between a public water system or consumer’s potable (i.e., drinking) water system and any source or system containing non-potable water, other substances, or contaminants. An example is the piping between a potable water system and an auxiliary water system, cooling system, or irrigation system.

B. UNPROTECTED CROSS-CONNECTIONS

Unprotected cross-connections with the public water supply are prohibited. (Res # 88-512)

C. ON-PREMISE INSPECTIONS

The District may require an on-premise inspection to evaluate cross-connection hazards. The District will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premise inspection of their piping system shall be subject to termination of water service.

D. BACKFLOW PROTECTION

Whenever backflow protection has been found necessary, the District will require the property owner to have an approved backflow prevention assembly installed. Continued service is conditional upon their compliance.

E. ACCESS TO PROPERTY

District personnel shall have reasonable access to property receiving water service for purposes relating to furnishing water service, including inspection of piping and equipment to determine backflow and cross-connection compliance.

F. BACKFLOW PREVENTION ASSEMBLY MAINTENANCE

Each backflow prevention assembly must be kept in working order, which requires testing and/or inspection at least once each year.

SECTION 7 – ACCESS

A. It shall be the responsibility of the owner or renter to keep the area around the water meter clean and clear of brush and debris to enable the District unrestricted access.

B. ACCESS FOR INSPECTION

The District shall periodically inspect parcels to verify the status of devices. Access to such parcels shall be made available to District personnel at any reasonable time. Refusal to allow access for inspection shall result in immediate disconnection of service.

1. “reasonable time” shall be understood to mean between 8:00a.m. and 5:00p.m. if such inspection is made solely by the District, or between 7: 00a.m. and 8:00p.m. at the convenience and in the presence of any resident of the parcel.

SECTION 8 – PROHIBITED ACTS

- A.** Tampering with District property, including any service connection, measuring device, or any portion of the system, is prohibited. Violators will be prosecuted pursuant to Penal Code section 594.
- B.** Taking any amount of water from the District system other than through an approved service connection and measuring device is considered theft of water. Violators will be prosecuted pursuant to Penal Code section 594.
- C.** Diverting or causing water to be diverted by any means. Violators will be prosecuted pursuant to Penal Code section 594.
- D.** Preventing any water meter, or other device used in determining the charge for water services, from accurately performing its measuring function by tampering or by any other means. Violators will be prosecuted pursuant to Penal Code section 594.
- E.** Violating any of the above will result in the violator being prosecuted to the full extent of the law.

North Yuba Water District

APPLICATION FOR WATER SERVICE

ROUTE & ACCT. # _____

Customers Name	
Service Address	
Billing Address	
City, State, Zip	
Phone Number(s)	

DEPOSIT \$128.00 Paid by _____ Date _____

I agree to observe and abide by any district policies, rules and regulations now in effect or hereafter adopted. I fully realize and accept that the district's responsibility for repairs and leakage does not include anything beyond the water meter, and I will exercise reasonable control of waste and leakage of water. I understand that I shall be ultimately responsible for payment of all charges made by the district for water availability, distribution, or use attributed to such parcel or units thereon, regardless of whether I personally benefit from such services.

Customer Signature _____ Date _____

Does customer rent or own service address location? Rent Own

If renting, please print owner's name, address, and phone #

Owner's Signature _____ Date _____

-----District use below this line-----

Water Rate/Meter Size	
Plant & Loan	
User Type	
Number of Connections	
Meter Number	
Route and Stop	
Begin Read	
Begin Read Date	
Assessor's Parcel Number	
Billing Cycle	

www.nywd.org Phone: 530 675-2567 FAX: 530 675-0462 email@nywd.org

