

**GREEN VALLEY DOMESTIC WATER IMPROVEMENT DISTRICT (GVDWID)  
WATER SERVICE RULES & REGULATIONS**

**ADOPTED: JULY 8, 2004. REVISED: APRIL 9, 2009, NOVEMBER 12, 2009, APRIL 8, 2010,  
March 31, 2011, June 14, 2012, October 11, 2012, January 10, 2013, June 13, 2013,  
June 12, 2014, June 9, 2016, June 15, 2017, and June 11, 2020**

**1. APPLICATION FOR SERVICE AND SERVICE CHARGES--ALL CUSTOMERS (Residential, Commercial and Turf):** Before GVDWID will supply any water service, the Owner or Person desiring the same must apply to GVDWID at its office specifying the place or location of service. Applicant must agree to follow all the terms, rules and regulations of GVDWID covering such service. Applicant agrees to pay for the service according to the rates of GVDWID applicable to the class of service desired.

GVDWID may reject any application for service when, and so long as, the applicant is delinquent in the payment of bills incurred for service previously supplied by GVDWID at any location.

**2. RESIDENTIAL CUSTOMERS SERVICE FEES AND CHARGES (Includes Landscape Meter Service):**

- (a) **RESIDENTIAL SERVICE ESTABLISHMENT CHARGE:** A non-refundable Service Establishment Charge of \$25.00, and the proper tax adjustment, will be assessed to each new or different customer and /or person, including landscape service, who applies for water service at the Customer's delivery point. Billing for the Service Establishment Charge will be a part of the Customer's first service bill.
- (b) **RESIDENTIAL SERVICE RE-ESTABLISHMENT CHARGE:** If service is re-established (*reconnected*) at the same service location for a Customer who has ordered a service disconnection within the preceding twelve (12) month period, or for any member of such Customer's household, a **\$175.00 charge** will be made as a precondition to the re-establishment (*reconnection*) of such service. Payment is required at the time of application for re-establishment (*reconnection*) of service. See Section 14 for re-establishment (*reconnection*) of service after water has been shut off for delinquent payment or violation of General Service Provisions in Section 9.

**3. COMMERCIAL CUSTOMER SERVICE FEES AND CHARGES:**

- (a) **COMMERCIAL SERVICE CONNECTION CHARGE:** A Refundable (*Conditioned*) Non-Interest Bearing Service Connection **advance deposit** as follows will be assessed to each new or different Commercial Customer and/or Person who applies for water service at the Customer's delivery point. The advanced deposit is due in full before water service is provided.
  - (1) Small Commercial (less than 2" meter): \$ 500 per property
  - (2) All other Commercial, Excluding Turf: \$5,000 per property
  - (3) See Turf at Section 4

The advance deposit shall be maintained at the above designated level. If there is a draw-down of the advance during the term of the advance deposit, the District requires the advance deposit to be replenished to the stated level on or before the next bill due date to maintain water service or the District may place the customer on The Plan in Section 15.

The return of the advance, non-interest bearing deposit is conditioned, as determined by the District, with the Commercial Customer having two (2) years of on-time and in-full payment history (not late or delinquent) or the deposit may be returned earlier if the customer permanently disconnects service before the two-year period ends. The return of the advance deposit is further conditioned on credit risk, based on the sole discretion of the District, with the advance deposit held beyond the two-year period for credit risk. The advance deposit may be used against any fees or water bill of the Commercial Customer with notice to the customer of the District's action. Notice is perfected via the water bill.

Any unused portion of the advance deposit will be credited to the customer's account, unless the account is otherwise terminated. Such advance deposit credit shall be prorated against future water bills in such manner that no invoice results in actual money returned to the customer.

- (b) COMMERCIAL SERVICE RECONNECTION CHARGE:** If Commercial Service is reconnected at the same service location for a Commercial Customer who has ordered a service disconnection within the preceding twelve (12) month period, or for any Person or Member Organization of such Commercial Organization, a charge equal to the average of the most recent twelve (12) months of billings will be made as a precondition to the connection of such service. Payment is required at the time of application for re-establishment (reconnection). See Section 15 (e), for re-establishment of Commercial Water Service after water has been cut off for delinquent payment or violation of General Service Provisions in Section 9.

#### **4. TURF CUSTOMER SERVICE FEES AND CHARGES:**

- (a) TURF SERVICE CONNECTION CHARGE:** A Refundable (Conditioned) Non-Interest Bearing Service Connection advance deposit of \$20,000 per golf course will be assessed to each new or different turf customer and/or Person who applies for water service at the Customer's delivery point. The advanced deposit is due in full before water service is provided.

The advance deposit shall be maintained at the above designated level. If there is a draw-down of the advance during the term of the advance deposit, the District requires the advance deposit to be replenished to the stated level on or before the next bill due date to maintain water service or the District may place the customer on The Plan in Section 15.

The return of the advance non-interest bearing deposit is conditioned, as determined by the District, with the Turf Customer having two (2) years of on-time and in-full payment history (not late or delinquent) or the deposit may be returned earlier if the customer permanently disconnects service before the two-year period ends. The return of the advance deposit is further conditioned on credit risk, based on the sole discretion of the District, with the advance deposit held beyond the two-year period for credit risk. The advance deposit may be used against any fees or water bill of the Turf Customer with notice to the customer of the District's action. Notice if perfected via the water bill.

Any unused portion of the advance deposit will be credited to the customer's account, unless the account is otherwise terminated. Such advance deposit credit shall be prorated against future water bills in such manner that no invoice results in actual money returned to the customer.

- (b) TURF SERVICE RECONNECTION CHARGE:** If service is reconnected at the same service locations for a Turf Customer who has ordered a service disconnection within the preceding twelve (12) month period, or for any Person or member organization or such Turf Organization, a charge equal to the average of the most recent twelve (12) months of billings will be made as a precondition of service. See Section 15 (e), for reconnection of Turf Water Service after the customer's payment is delinquent or violation of General Service Provisions (Section 9), and water service has been turned off.

**5. METER MINIMUM CHARGE--ALL METERS (Residential, Commercial and Turf):** The initial or minimum charge, as provided in the tariff schedule, shall be made for each meter installed, regardless of location. Each meter installed shall require a separate meter reading and each meter reading shall cover a separate and individual account.

For service to trailer courts, campgrounds or auto courts, the minimum monthly charge shall be the regular monthly charge based on the meter size used. Charges for water used will be based on the meter size used. Charges for water used will be based upon GVDWID's tariff schedule. If the

Customer takes exception to this method of established minimum charges, he/she may request that a meter be installed for each residential unit by paying GVDWID the appropriate regular fees and charges for each meter to be installed.

For service to multiple unit dwellings, each unit of a multiple unit dwelling shall have installed either a separate meter installed by GVDWID or a meter for each multiple unit dwelling. In either case, the owner shall be charged per the schedule applicable to multiple unit dwellings.

In addition to the collection of regular rates, GVDWID will collect from the Customer any sales taxes and other amounts levied by authorized governmental agencies.

**6. GVDWID'S RESPONSIBILITIES AND LIABILITIES:** GVDWID does not assume the responsibility of inspecting the Customer's piping or apparatus and will not be responsible for such. Therefore; GVDWID does reserve the right to refuse service unless the Customer's lines or piping are installed as to prevent cross-connection or back flow. Further, GVDWID is responsible for providing water to the discharge side of the water meter only and is not responsible for any leaks, unexplained water loss, or damaged pipes beyond the connection to the customer's system at the meter. GVDWID field staff cannot locate leaks or diagnose problems beyond the meter connection. In the case of any disagreement, final determination of the number of mains, number of lines, and number of connections, main sizes, and line sizes shall be made by GVDWID. Under normal conditions, the Customer will be notified of any anticipated interruption of service.

**7. CUSTOMER'S RESPONSIBILITY:** Piping on the Customer's premises must be installed so that the connections are conveniently located with respect to GVDWID's lines or mains. It is the customer's responsibility to maintain their piping system in good working order and repair any leaks or damage beyond the meter connection as quickly as possible; GVDWID field staff cannot make repairs to a customer's system beyond the point of connection with the meter. The customer is responsible for all water passing through the meter regardless of the manner of consumption including a broken pipe or other leak.

**8. LANDLORD / TENANT RESPONSIBILITY:** Landlord (Owner) is ultimately responsible for payment of water bills, notwithstanding any lease or rental agreement wherein landlord requires the tenant to pay for all water bills during the term of the lease or agreement. Where the "Bill to Tenant Option" is adopted with the GVDWID, the Landlord (Owner) or Owner's Agent is required to acknowledge ultimate responsibility for water bill payment(s) including all fees or other charges provided in the Water Service Rules and Regulations.

**9. GENERAL SERVICE PROVISIONS AND CONDITONS FOR SERVICE--ALL CUSTOMERS:** If the Customer's piping on the Customer's premises is installed so that GVDWID is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

Where a meter is placed on the premises of a Customer, a suitable place shall be provided by the Customer for such meter. The place will be unobstructed and always accessible to GVDWID's meter reader.

Both the Customer and GVDWID shall furnish and maintain cut off valves on their respective sides of the installed meter.

The Customer's piping and apparatus shall be installed and maintained by the Customer. This will be at the Customer's expense, and will be installed and maintained in a safe and efficient manner and in accordance with GVDWID's rules and regulations and in full compliance with Arizona law, to include all administrative codes and regulations under the State of Arizona.

The Customer shall safeguard GVDWID's property placed on the Customer's premises and shall

permit access to it by authorized representatives of GVDWID.

If any loss or damage to the property of GVDWID of any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, his agents or employees, the cost of necessary repairs or replacements shall be paid by the Customer to the GVDWID and any liability otherwise resulting shall be assumed by the Customer.

The amount of such loss or damage, or the cost of repairs may be added to the Customer's bill and, if not paid, service may be discontinued by GVDWID.

Water furnished by GVDWID shall be used by the Customer, members of his immediate household, guests, tenants and employees only. In multiple unit dwellings, each unit shall be considered a separate household. The Customer shall not sell water to any other person or permit any other person to use the water. During a critical water condition, as determined by GVDWID or a public agency, Customers shall use water only for those purposes specified by GVDWID. Disregard of this rule shall be enough cause for refusal or discontinuance of service.

GVDWID may discontinue its service **without** notice for the following additional reasons:

- (a) To prevent fraud or abuse.
- (b) The Customer's willful disregard of or refusal to obey these Rules & Regulations or such special rules adopted by GVDWID.
- (c) Emergency repairs.
- (d) Insufficiency of supply due to circumstances beyond GVDWID's control.
- (e) Legal processes.
- (f) Direction of public authorities.
- (g) Strike, riot, fire, flood, accident or any unavoidable cause.
- (h) Unauthorized turn-on.
- (i) Tampering with a meter or other measuring device.

**10. ACCESS TO PREMISES:** GVDWID shall have the right of safe ingress to and egress from the customer's premises at all reasonable hours for any purpose connected with the GVDWID's property used in furnishing service and the exercise of rights secured to it by law.

Each customer shall grant adequate easement and right-of-way satisfactory to the GVDWID to assure that customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the GVDWID to refuse service.

When GVDWID discovers that a customer or his agent is performing work or has constructed facilities next to or within an easement or right-of-way and such work, construction or facility, poses a hazard or violates Federal, State or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the GVDWID's access to equipment, the GVDWID will notify the customer or his agent and will take the necessary actions to eliminate the hazard, obstruction or violation at the customers' expense.

**11. METER READING:** GVDWID bills on a monthly basis for **services provided**. Meter readings are scheduled for periods of not less than 25 days or more than 35 days.

Bills for water will be computed in accord with the GVDWID's authorized tariff schedule and will be

based on the amount of water consumed for the period covered by the meter readings. When a Customer orders a turn-on resulting in a period of availability of service of less than sixteen days, the consumption will be carried over to the next month's billing.

Charge for service commences when the meter is installed and connection made, whether used or not used.

## 12. BILLING AND COLLECTING:

- (a) **RESIDENTIAL METERS:** Residential meters are normally read in the middle of each month. Bills are normally sent by mail or electronic media during the third week of each month. Each bill contains a "payment due date" which is approximately 20 days after the bill is sent to the customer. Customers may pay the bill in person at the GVDWID office, by depositing the payment in the collection box located in the Canoa Hills Plaza parking lot, by mail or by enrollment in the EZ pay program. Enrollees in the EZ pay plan will never be considered late or delinquent with respect to payments, providing sufficient funds are present in accounts to cover the charges. If payments are made by mail, the postmark of the mailed payment will be considered as the date payment was made.
- (b) **COMMERCIAL METERS:** Commercial meters are normally read on the work day nearest the 15<sup>th</sup> day of the month (meter reading month), processed and bills are normally sent by mail or electronic media 3 days after the meter read date. Each bill contains a "payment due date" which is no later than the last day of the month of the meter reading month. Customers may pay the bill in person at the GVDWID office, by depositing the payment in the collection box located in the Canoa Hills Plaza parking lot, by mail or by enrollment in the EZ pay program. Enrollees in the EZ pay plan will never be considered late or delinquent with respect to payments, providing sufficient funds are present in accounts to cover the charges. If payments are made by mail, the postmark of the mailed payment will be considered as the date payment was made.
- (c) **TURF METERS:** Turf meters are normally read on the work day nearest the 15<sup>th</sup> day of the month (meter reading month), processed and bills are normally sent by mail or electronic media 3 days after the meter read date. Each bill contains a "payment due date" which is no later than the last day of the month of the meter reading month. Customers may pay the bill in person at the GVDWID office, by depositing the payment in the collection box located in the Canoa Hills Plaza parking lot, by mail or by enrollment in the EZ pay program. Enrollees in the EZ pay plan will never be considered late or delinquent with respect to payments, providing sufficient funds are present in accounts to cover the charges. If payments are made by mail, the postmark of the mailed payment will be considered as the date payment was made.
- (d) **BUDGET BILLING**  
Commercial and Turf Accounts having water bills for 24 months that average greater than \$1000 can qualify for this billing option and may request the District to evaluate the feasibility of becoming a "Budget Billing Account". This account pays twelve (12) equal monthly payments based on an estimated annual water bill. The District will base the annual bill amount on the last twenty-four (24) month billing activity.

The District will continue to read the meters monthly; but the actual amount paid will be the same each month instead of a different amount each month. The monthly bill will show how much water was used. A separate statement will show the amount paid and the actual account balance.

The Budget Bill account will be reviewed in the eleventh (11) month of the annual billing cycle to determine if an adjustment to the account is necessary based upon actual water usage and/or a rate change.

If less water was used than forecasted, the District will owe the difference to be applied to the next Budget Billing payment. If more water was used than had been paid for, the additional amount must be paid by the end of the twelve (12) month period.

To remain in the Budget Billing program, all monthly bills must be paid by the third business day of the month. Bills not paid in a timely manner will subject the Account to be removed from the Budget Billing Programs and all unpaid water usage becomes due and payable.

### **13. LATE PAYMENT AND DELINQUENT ACCOUNTS--ALL CUSTOMERS:**

- (a) **LATE PAYMENT DATE AND FEE--ALL CUSTOMERS:** Payments not made in-full by the due date on the water bill are **late** and are assessed a **late fee**. The late fee shall be the greater of \$5.00 or 1.5% of the unpaid balance. Any late fee will appear on the next billing cycle.
- (b) **DELINQUENT ACCOUNT:** An account becomes **delinquent** if the customer fails to pay the bill in-full by ten (10) days after the due date on the water bill. When an account becomes **delinquent**, a delinquency notice or contact with the customer will be initiated with notice providing a ten (10) day cut-off notice. If the account is not paid at the end of said ten (10) day notice period, the service may be discontinued. The District, at its discretion, may give the customer additional time to make payment based on the facts and circumstances.

**14. PROVISIONS FOR COLLECTING RESIDENTIAL DELINQUENT ACCOUNTS:** Residential Service discontinued for delinquency of bills will be restored only after all due bills are paid in full, a deposit made, if required, and a re-establishment charge (reconnection), if any, is paid. The District, at its discretion, may require a Residential Customer deposit of not less than two months average use billing before reconnection of a delinquent account. After 12 months and providing there have been no instances of lateness or delinquency, the deposit will be returned to the customer. During this 12 month period, the deposit will not accrue any interest for the benefit of the customer.

### **15. PROVISIONS FOR COLLECTING COMMERCIAL AND TURF DELINQUENT ACCOUNTS INCLUDING MULTIPLE ACCOUNTS:**

- (a) Collection procedures apply whether there is one account or multiple accounts under the customer's name. A delinquent Commercial or Turf Customer may be required, at the sole discretion of GVDWID (**The District**), to make future payments for all past due water bills and new water for all accounts under the Prepayment Plan (**The Plan**) herein provided. See 15 (a) (1), **The Plan**.

When a Commercial or Turf Customer's water bill becomes delinquent, a delinquency demand notice is to be provided to the delinquent customer within two (2) business days of the delinquent date, either by fax, telephone (followed by written notice) or by email, providing notice that the delinquent bill is to be paid in-full within three (3) business days of the notice date. The notice will provide that if the bill is not paid within three (3) business days of the notice date, The District will either (1) shut off all water or (2) the Customer will be placed immediately under **The Plan** and The District will therein provide the Customer with **The Plan** provisions (**See Payment Plan below**). The District, at its sole discretion, after considering all relevant factors, will determine whether water is to be shut off or the delinquent customer is placed under **The Plan**. If the water (all water) is shut off, the notice shall provide the customer

with redeposit and reconnection fee information, if any, that will be required before water service is restored. See 15 (a) (1).

- (1) COMMERCIAL OR TURF PAYMENT PLAN (THE PLAN):** If the Commercial or Turf Customer is placed on **The Plan**, The District will, in the month of the demand notice, provide an invoice for the total amount due via email, fax or hand carry by the 25<sup>th</sup> of the month. The total amount due will consist of two components: (1) the past amount due, if any; and (2) the prepayment amount for anticipated usage for the next billing period.
- (b) Commercial or Turf Past Due Amount -** The past amount due (delinquent amount) is to be paid on or before the first business day of the month following the invoice month with the past due amount paid in four (4) payments as provided herein. After the four (4) payments on the past due amount are paid, the total payment amount is reduced to the prepayment amount estimated for new water. The District may, at its sole discretion, adjust the time period for which past due amounts are required to be repaid.
- (c) Prepayment and Minimum Amount -** The prepayment amount (for water services to be provided) will be invoiced to the Commercial or Turf Customer, while under **The Plan**, by the 25<sup>th</sup> of the use month and is due on or before the first business day of the following month. The prepayment amount will be determined by The District based on historical monthly usage and forecasted usage for all water plus a minimum amount based on (3) three days usage, as determined by The District. The minimum amount will be maintained by the District through the earlier of The Term or default. The deposit will be maintained through the earlier of **The Term or default**. Prepayment in-full is due on or before the first business day of the month following the invoice month unless the customer is on interim monthly payments. Any difference between the prepayment amount and the Commercial or Turf Customer's actual usage shall be resolved with the following months' billing.
- (d) Interim Monthly Prepayments -** The District, at its sole discretion, may permit the total prepayment amount due to be paid in (4) four installments during each month as follows. The first interim payment begins with the first business day of each month following the invoice month. On the first business day of the month following the invoice, the customer will pay one fourth (25% or ¼) of the total payment amount. The Customer will pay the second payment of one fourth of the total payment amount no later than the 7<sup>th</sup> calendar day of the month and the third one fourth of the total payment amount no later than the 14<sup>th</sup> calendar day and the last of the one fourth of the total payment amount no later than the 21<sup>st</sup> calendar day of the month. In the event any of the respective calendar day payment dates fall on a week end day or holiday, such payment is due no later than the next business day after the respective calendar day due date. Any of the due dates for any payments missed constitutes a default for which The District will notify the customer by fax or by email that all water will be shut off within three (3) business days of the shut off notice date unless the full amount due is paid in full. Once the water is shut off, water service will not resume until all due bills are paid in full, a redeposit made, if required, and a reconnection charge, if any, is paid. See Section 15 (e), for deposit and reconnection fees.

The District, at its sole discretion, may convert a Commercial or Turf Customer from the full monthly prepayment plan to the interim monthly prepayment plan or from the interim monthly prepayment plan to the full monthly prepayment plan with (10) ten days' notice by fax or email.

A Commercial or Turf Customer will be on **The Plan** for a period of (6) six months (**The Term**), or such time as determined by The District. Before **The Term of The Plan**, The District will evaluate the Commercial or Turf Customer's creditworthiness as well as performance under **The Plan**. The District will notify the Customer by fax or email when the Customer will be

removed from **The Plan** and is to start making payments for water services provided or if the customer is to stay on **The Plan** for another **Term** or any other action required by The District.

- (e) Commercial or Turf Deposit (Non-Interest Bearing) And reconnection of Service After Shut Off for Delinquent Payment or Violation of General Service Provisions in Section 9 - The District, at its sole discretion, may require a Commercial or Turf Customer to remit a deposit amount of not less than two (2) months average use billing before reconnection if not under the Plan. See 15 (a) (1). After twelve (12) months and providing there have been no instances of late payments or delinquency, the deposit may be returned to the customer, without interest, conditioned on credit risk as determined solely by the District.
- (f) Commercial or Turf Separate Water Use Agreement - On or before The Term of the Prepayment Plan, The District may, at its sole discretion, place a delinquent Commercial or Turf Customer under a Separate Water Use Agreement (contract) with terms similar to The Plan or with terms customized as agreed upon by the District and the Commercial or Turf Customer. The resulting contract would supersede the Tariff and Rules and Regulations for the term of the contract. See sample Water Use Agreements.
  - (1) Sample Water Use Agreement #1. Appendix A, Separate Document
  - (2) Sample Water Use Agreement #2. Appendix B, Separate Document

#### **16. TERMINATION OF WATER SERVICE WITHOUT NOTICE--ALL CUSTOMERS:**

- (a) Water service to any customer may be terminated by The District without advance written notice under the following conditions:
  - (1) The existence of an obvious hazard to the safety or health of the customer or the general population.
  - (2) The District has evidence of meter tampering or fraud.
  - (3) Unauthorized resale or use of water service.
  - (4) Failure of a customer to comply with the curtailment procedures imposed by The District during supply shortages.
- (b) The District will not restore water service until the conditions which resulted in the termination of water service have been corrected to the satisfaction of The District.

#### **17. TERMINATION OF WATER SERVICE WITH NOTICE--ALL CUSTOMERS (See 18., Notice Content Requirements, and 19., Timing of Terminations with Notice):**

The District may terminate water service to any customer for any reason stated below, provided the notice requirements set forth below are met:

- (a) Customer violation of any of The District's tariffs or applicable law.
  - (1) Failure of the customer to pay a delinquent bill for water service.
  - (2) Failure of the customer to meet or maintain The District's credit and deposit requirements.
  - (3) Failure of the customer to provide The District reasonable access to its facilities and property.
- (b) Customer breach of a written contract, if applicable, for water service between The District and the customer.



- (c) When necessary for The District to comply with an order of any governmental agency having jurisdiction over The District concerning water service termination.

**18. TERMINATION NOTICE CONTENT REQUIREMENTS--ALL CUSTOMERS:**

- (a) Before termination of water service, The District will provide advance written notice to the customer of The District's intent to terminate water service, except under those conditions specified where advance written notice is not required. See 16.
- (b) The advance written notice will contain the following information:
  - (1) The name of the person whose water service is to be terminated and the address where water service is being rendered.
  - (2) The provision(s) of The District's procedures or tariffs that was violated and the amount of the delinquent water bill which the customer has failed to pay or an amount the customer has previously agreed to pay to settle the account, which the customer has failed to pay in the time frame to which the customer previously agreed.
  - (3) The date on or after which water service may be terminated for failure to make the required payment, including any fees.
  - (4) If deferred payments or negotiated payments have not been addressed with the customer before the termination notice is sent, a statement advising the customer to contact The District at a specific address or phone number before the stated termination date for information regarding any deferred payment or other procedures which The District and the customer might mutually agree to avoid termination of the customer's service. The District is not obligated to offer continued deferred payments or negotiated payments when the customer's credit standing is no longer acceptable and or when bankruptcy may be pending. Such determinations are solely at the discretion of The District.
  - (5) A statement advising the customer that The District's stated reason for the termination of services may be disputed by contacting The District at a specific address or phone number, advising The District of the dispute and making arrangements to discuss the cause for termination with a responsible employee of The District at The District's Office, in advance of the scheduled date of termination. The responsible employee shall be empowered to resolve the dispute and The District shall retain the option to terminate water service. A customer with which negotiations and or other terms of payment have been communicated prior to a termination notice, and during that time the customer never raised a dispute with the amount or basis of the unpaid bills, may not, at the discretion of The District, be advised that the customer may dispute the bill in the termination notice.

**19. TIMING OF TERMINATIONS WITH NOTICE--ALL CUSTOMERS:**

- (a) The District will give at least ten (10) days advance written notice prior to the termination date.
- (b) Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.
- (c) If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with The District for the payment thereof, or, in the case of a violation of The District's tariffs, the customer has not satisfied The District that such violation has ceased, The District may then terminate water service on or after the date specified in the notice without giving further notice.

- (d) Water service will only be terminated in conjunction with a personal visit to the premises receiving the water service by an authorized representative of The District. In those instances where the customer is not physically located within The District's franchise area; such a visit may be waived by normal methods of contacting the customer such as e-mail, letter, fax or telephone.
- (e) The District has the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of water service.

## **20. RESTORATION OF TERMINATED WATER SERVICE:**

Water service terminated for nonpayment of water bills, or for cause, as set forth herein, will be restored only after all bills are paid in full, including any costs of collections, a deposit or re-deposit is made, if required, and a water service re-establishment (reconnection) fee has been paid in advance of restoring water service. See applicable fees, charges and payments required under the respective provisions for Residential Customers 2 (b), Commercial Customers 3 (b), and Turf Customers 4 (b).

## **21. HARDSHIP CONSIDERATIONS:**

In situations where the payment for water services can create an economic hardship for the customer, The District is willing to work with the customer to avoid termination of services. It is the responsibility of the customer to satisfy The District criteria for hardship cases. Persons requesting assistance should contact the District Office. The District has an internal policy for providing assistance based on a case by case basis which may require the customer to provide certain documentation.

## **22. COLLECTIONS AFTER RESTORATION OF TERMINATED WATER SERVICE AND DISCRETIONARY DEPOSIT:**

- (a) If termination of water service takes place, the customer is notified that service will not be restored until all charges against the account have been paid in full. This includes all balances outstanding from the delinquency as well as late and current charges plus associated fees, penalties and related reconnection costs. The District, at its discretion, may require a customer re-establishment (reconnection) charge. SEE RESPECTIVE RE-ESTABLISHMENT CHARGE BY CUSTOMER UNDER PARAGRAPH, TWO, THREE, AND FOUR OF THESE RULES AND REGULATIONS.
- (b) The District may also collect any fees or costs, including attorney fees associated with collection.

## **23. LIEN ON PROPERTY FOR NON-PAYMENT--ALL CUSTOMERS:**

- (a) Under Arizona Statute, The District may file a lien on the service property when the unpaid account reaches 90 days in arrears but only after The District has provided written notice to the customer or owner. Before the lien is filed, the customer or owner must be provided an opportunity for a hearing before a designated officer of The District, to be conducted within 30 days after the written notice to the customer or owner.
- (b) The Customer or owner shall be responsible to pay all fees and costs of the lien, including attorney fees and such costs shall be added to the unpaid balance.
- (c) The District has the discretion to waive or adjust all or a portion of schedule fees or tariff charges based on facts and circumstances and/or if The District deems it in the best interest of The District.

**24. OTHER FINANCIAL PROVISIONS:** Failure to receive bills or notices shall not prevent such bills from becoming late or delinquent nor relieve the Customer of his debt therein.

If the Customer pays the bill with a check or electronic means and the GVDWID is notified by the Customer's bank that there are insufficient funds to cover the payment, the account will be treated as a delinquent account and service fee of \$25.00 will be charged in addition to the amount of the bill. In addition, GVDWID may, in its sole discretion, require the Customer to pay future billings in cash, money order, certified check or other means, which would guarantee payment to GVDWID.

If the Customer believes his bill to be in error, he/she shall present the claim, at GVDWID's office, before the bill becomes delinquent.

GVDWID may make special meter readings within ten (10) working days after receiving the request of the Customer for a special service call, fee of \$10.00, provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.

Meters will be tested at the request of the Customer upon payment to GVDWID of the sum of \$125.00, provided, however, that if the meter is found to over-register beyond three per centum of the correct volume, no charge will be made.

If the seal of a meter is broken by other than the GVDWID's representative, this shall be cause for termination of service without notice.

**25. CHANGE OF OCCUPANCY:** Not less than three (3) working days' notice must be given in person, in writing, or by telephone at the GVDWID's office to discontinue service or to change occupancy.

The outgoing party shall be responsible for all water consumed and/or GVDWID services provided up to the scheduled turn-off date.

**26. CONTINUITY OF SERVICE:** GVDWID shall not be responsible in damages or otherwise for any failure to supply water, or for interruption of supply, if such failure or interruption is without willful default or neglect on its part.

**27. FIRE HYDRANTS FOR FIRE PROTECTION ONLY:** The fire hydrants authorized by the town, city or fire district are for the use of the fire departments for the extinguishments of fires and must not be used for any other purposes, without prior authorization from GVDWID.

**28. FIRE SPRINKLER SERVICE:** Fire sprinkler services are to be installed under the provision of the tariff schedule provided for this service, and their use is limited to the extinguishments of fire only.

GVDWID will furnish, install, own and maintain all piping from GVDWID's main to Customer's property line. The Customer will make a non-refundable contribution to cover GVDWID's cost of construction, including the installation cost of an approved detector check valve and vault.

Connections or taps on the Customer's side of connection for other than Fire Sprinkler Service are prohibited. Fire Sprinkler Systems must be installed in accordance with standards set by the National Fire Protection Association (NFPA) and acceptable by the organization having jurisdiction.

**29. TURF MANAGEMENT WATER SERVICE:** Turf Management Water Services are installed under the provision of the tariff schedule provided for this service, and their use is limited to turf management on golf courses. Uses other than turf management on golf courses are prohibited. Such water cannot be re-sold, bartered, loaned, or given away.

**30. METER LOCATION:** GVDWID will furnish, install, own and maintain all piping from GVDWID's main to Customer's property line. The Meter shall be installed no further than six (6) feet from the

Customer's property line unless another location is agreed to in writing by GVDWID. Further detailed requirements can be found in GVDWID's Technical Specifications as approved by the Board of Directors of GVDWID.

**31. NO AGENT CAN MODIFY:** No agent has the right to amend, modify or alter the application of these rules or any rates, terms, conditions, rules or regulations as adopted or approved by the Board of Directors.

**32. DEFINITIONS:** As used here, the word "Customer" means and includes the person, firm or corporation using water delivered to the premises, building or establishment where used, or for whose account and use such water is delivered, and also the owner, occupant, tenant and lessee of the premises, building or establishment.

"The District" means the Green Valley Domestic Water Improvement District.

The acronym "GVDWID" means the Green Valley Domestic Water Improvement District. A singular includes the plural, and the plural includes the singular.

The masculine, feminine and neuter each include each of the other two (2) genders.

**33. BILLING SURCHARGE:** Customers may be subject to a surcharge on monthly bills if the Board of Directors authorizes the implementation of this provision. The surcharge is intended to be a temporary measure to resolve financial or operational risks as deemed appropriate by the Board. Such surcharge is to be allocated among all customers or specific customers in an equitable manner, as determined by the Board of Directors. Customers with a specific contract with The District, in lieu of The District Tariffs and Rules and Regulations, may be exempt from the surcharge if such surcharge would conflict with the terms of the contract.

**34. EXPANSION OF POTABLE WATER SYSTEM INFRASTRUCTURE:** The District from time to time needs to expand the potable water pipeline infrastructure to accommodate growth within its franchise area. This expansion occurs either by extending the existing pipeline infrastructure into new areas or by constructing a new well site to provide additional potable water capacity in the Districts system.

Extending the existing potable water pipeline infrastructure into a new area requires the Developer or some other Applicant to sign a current Line Extension Agreement. This signed agreement must be accepted and approved by the District before any expansion can take place.

Likewise, if the District determines additional water capacity is required to accommodate growth, a current New Potable Water Well Site Agreement must be signed by all parties affected by the construction of the additional potable water supply capacity.

**35. APPROVAL:** These rules and regulations have been adopted and/or approved by the Board of Directors of the Green Valley Domestic Water Improvement District on July 8, 2004, revised and approved on April 9, 2009, November 12, 2009, April 8, 2010, March 31, 2011, June 14, 2012, October 11, 2012, January 10, 2012, June 13, 2013, June 12, 2014, June 9, 2016, June 15, 2017, and June 11, 2020 and are effective immediately upon formal adoption on such date.