

**RIM TRAIL DOMESTIC WATER IMPROVEMENT DISTRICT  
RULES AND REGULATIONS**

(As Amended and Restated January 1, 2007)  
(As amended on 6-5-11 at 6.8; 7.2F, and 8.4D)

1. **DEFINITIONS:**

1.1. **Defined Terms.** In these Rules, unless the context clearly requires otherwise:

- A. "Applicant" means a Property Owner who applies for water service from the District, to be delivered to real property within the District owned by the Property Owner, either through an existing connection and District water meter in the case of a Transfer, or through a new connection and water meter.
- B. "Board" means the Board of Directors of the District.
- C. "Customer" means an individual or entity who is receiving water service from the District through one or more existing connections and District water meters.
- D. "County" means Gila County, Arizona.
- E. "District" means the Rim Trail Domestic Water Improvement District, as its legal boundaries may exist from time to time.
- F. "Entity" means a corporation, limited or general partnership, limited liability company, trust, or any other form of association or legal entity.
- G. "Plans" means the detailed construction plans, specifications and cost estimates for a water main extension and/or re-configuration of the District's systems, equipment, and/or infrastructure that would be reasonably required to provide domestic water service to an Applicant.
- H. "Property Owner" means each of the individuals and entities that are the owners (as shown on the records of the County) of any real property located within the boundaries of the District.
- I. "Rate Schedule" means the Rate and Fee Schedule of the District adopted by the Board, as it may be amended from time to time.
- J. "Rules" means these Rules and Regulations, as they may be amended from time to time.
- K. "Security Deposit" means the funds deposited with the District as provided for in Section 4 of these Rules.
- L. "State" means the State of Arizona.
- M. "Transfer" means any change in the legal individual or entity who is the legal Property Owner of record with the County. "Transfer" includes without limitation the following: (i) sales to third parties; (ii) assignments by individuals to entities such as partnerships or trusts which they control; and (iii) any change which (alone or together with all prior changes) results in a change of more than fifty percent (50%) of the ownership interests in any entity that is the Property Owner.

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1.2. Number and Gender. In these Rules, where the context requires in any particular case, the singular includes the plural and vice versa, and the neuter gender includes the masculine and feminine genders.

2. **PURPOSE:**

2.1. Subject to the terms and conditions of these Rules, the District shall provide water for domestic use to one single family residence on each parcel of land within the District. No water shall be provided for multi-family facilities; for rental properties other than single-family homes (one per single lot); or for any commercial use. Commercial use shall include rental operations of bed and breakfast facilities and rental or leases of secondary guest houses on a single lot that are occupied by a separate household other than the primary residents.

2.2. The Board shall manage the District for the benefit of the Customers and Property Owners of the District.

3. **APPLICATIONS FOR SERVICE:**

3.1. Application.

A. If the proposed customer is not the Property Owner:

(1) The Property Owner must apply for water service on behalf of the proposed customer.

(2) The Property Owner will be jointly and severally responsible together with the Customer for all of the obligations of the Customer under these Rules, including without limitation, for all payments owed to the District by the Customer.

B. Upon a Transfer, or to establish a new service connection for an existing undeveloped lot, or for a new lot, or for an existing Customer at a new location, an application from the Property Owner must be received in person or by first-class mail at the District office. The application must be received at least ten (10) days in advance of any Transfer, and at least thirty (30) days prior to the establishment of any new service. If pipelines, meters, or other fixtures, equipment, or infrastructure must be installed by the District before service can begin, the District must be given reasonable additional advance notice.

C. To establish a new service connection, the Applicant must pay the District the base meter and water line installation fees as specified in the Rate Schedule.

3.2. Parcel Splits.

A. If a new connection is requested for a lot, parcel or subdivision thereof not subject independently to the assessment for the 1979 acquisition and improvement of the District, or to any subsequent assessment for capital improvements and/or repairs, no connection will be made until:

(1) An assessment fee is paid to the District, in an amount to be determined by the Board that is not less than the amounts assessed according to the 1979 assessment formula and any other assessments made after 1979; and

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- (2) An Impact Fee in the amount specified in the Rate Schedule is paid to the District for the future capital needs of the District.
- B. The District reserves the right to refuse service to any such additional lot(s) for any of the following reasons, taking into consideration the anticipated needs of existing undeveloped lots within the District:
  - (1) A lack of adequate and consistent supply of water.
  - (2) Lack of storage capacity to service additional Customers.
  - (3) Lack of current equipment, infrastructure and facilities to adequately treat and process water for any additional demands.
  - (4) Failure of the Property Owner to meet the requirements of Sections 3.1 and 3.2.

**3.3. District Improvements Necessary To Serve Applicant.**

- A. Any Applicant requesting service requiring a water main extension or re-configuration of the District's systems, equipment or infrastructure that reasonably involves the preparation of Plans shall deposit with the District an amount equal to the estimated cost of preparing such Plans. The deposit is due before the District starts the Plans. Any increase in the cost of the Plans shall be deposited with the District by the Applicant upon demand. Upon completion of the Plans, any excess in the deposit shall be refunded to the Applicant within fifteen (15) days.
- B. The costs of the construction, installation and materials as specified in the Plans, in addition to any systems testing or service disruptions, will be in addition to the cost of the Plans. All such costs shall be the responsibility of the Applicant, and must be deposited with the District by the Applicant prior to the start of construction, installation and ordering of materials. In the event the District's actual costs of construction, installation and materials exceed the estimated amounts as advanced by the Applicant, the Applicant shall pay such additional amounts upon demand. If the costs incurred are less than the amount advanced, the District shall make a refund to the Applicant within fifteen (15) days after completion of the project.
- C. All agreements requiring pre-payment deposits by the Applicant shall be in writing and signed by each party before the District commences work on the Plans, ordering materials or construction.
- D. The Plans and construction may be completed in whole or in part by the District or its operators or by outside parties, as decided by the Board. The District shall be entitled to be compensated for any work it performs as though it were a third party contractor.
- E. All District activity and schedules necessary to carry out the Plans shall be done under direction of the Board, and shall be subject to normal weather and operational convenience delays.
- F. No interest shall be paid to the Applicant on any deposit. Except as expressly provided in Paragraphs 3.4.A and 3.4.B above, all deposits are non-refundable.

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- G. All Plans, materials, equipment and improvements acquired and/or installed pursuant to this Section 3.3 shall become the sole property of the District.
  - H. The District reserves the right to upgrade any water line to the size necessary to serve additional lots that are not currently being served but will be served by that line when such lots are developed. The Applicant shall pay the full costs of the Plans, materials and construction for such an upgraded line, but the District agrees to collect, and remit to the Applicant, the pro-rata share of the upgrade cost from each lot being served by the upgraded line at such time as each lot applies for and receives water service. The District does not guarantee that such lots will ever apply for, or qualify to receive, water service.
  - I. The District reserves the right to combine planning and construction for the improvements necessary to serve Applicant with other infrastructure improvements and to allocate the total costs for the Plans, materials, equipment and construction between the Applicant and the District on a reasonable pro-rata basis.
- 3.4. Easements. The Applicant must provide the District with written easements in recordable form and satisfactory to the District for the construction, use, maintenance and repair of all District water and service lines, and the meter and meter box to be located on the Applicant's property, and for access to read the meter and check for leaks in both the District and the Applicant's water lines and equipment located anywhere on the Applicant's property.
- 3.5. Grounds for Rejection. The District may reject an application for service when any of the following conditions exist:
- A. The Applicant is delinquent in the payment of any amount owed to the District.
  - B. A condition exists, or may exist, on a lot, which in the Board's judgment, is unsafe or hazardous to the Applicant, the District's facilities, other Customers, or any operational staff.
  - C. The Applicant is known to be in violation of the District's Rules or the general utility and property use ordinances or requirements of any federal, State, County or local statutes, rules or regulations applicable within the District.
  - D. Failure of the Applicant to provide: (i) the installation fees required by Section 3.1, if applicable; (ii) payment of assessment or impact fees required by Section 3.2, if applicable; (iii) payment for District improvements as required by Section 3.3, if applicable; (iv) a Security Deposit as required by Section 4.1; (v) property improvements to the Applicant's lot necessary for the District to serve the Applicant as set forth in these Rules and reasonably specified by the District as a condition for providing service; or (vi) easements as required by Section 3.4.
  - E. The District may consider any entity controlling, controlled by, or under common control with the Applicant, any immediate family member of the Applicant, and any person residing with the Applicant, to be the Applicant

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for the purposes of determining whether grounds exist to reject an application for service as provided in this Section 3.5.

**4. SECURITY DEPOSITS:**

- 4.1. A Security Deposit, as specified in the Rate Schedule, is required at the time of the application for service.
- 4.2. Additional Security Deposits in an amount to be determined by the Board may be required at any time bills are delinquent for a period of more than sixty (60) days.
- 4.3. The District shall (i) return Security Deposits to the Customer once all monies owed by the Customer to the District have been paid in full and the Customer's meter is disconnected or transferred to another Customer; or (ii) after twelve (12) months of no delinquency on an account.
- 4.4. No interest will be paid to Customers on Security Deposits held by the District.
- 4.5. The District may use Security Deposit funds provided by a Customer to pay any amount then due and owing by that Customer to the District. The Customer shall immediately replenish the Security Deposit to replace the amount of any such payment.
- 4.6. The District shall not co-mingle Security Deposit funds with other District funds. The District may use Security Deposit funds in an emergency, but shall replenish any funds so used as soon as other funds become available.

**5. OBLIGATIONS OF PROPERTY OWNERS AND CUSTOMERS:**

- 5.1. Prohibited Practices. Customers shall not allow water furnished by the District to be moved from one parcel to another, even if owned by the same Property Owner. Resale of water supplied by the District and use of downstream meters is prohibited.
- 5.2. Care of District Property.
  - A. The Customer shall provide adequate protection to safeguard all District property located on the Customer's property and premises.
  - B. The Customer shall provide a suitable location for a meter box that is in an unobstructed location and accessible to the meter reader at all times. Meter boxes shall be protected from hazards and drainage areas.
  - C. Driveways shall not be constructed over, or in the path of meter boxes. Customers shall not construct buildings, major landscape features, culverts, *etc.*, over water line easements, valve boxes or District mains, *etc.*
  - D. Customers shall maintain buildings, water ditches, culverts, landscaping, *etc.*, so as not to obstruct the District's easements, and so that flows of normal or seasonal floodwaters do not damage roadways, easements, *etc.*, where District infrastructure may be located and damaged due to constant pooling of water or other hazardous materials.
  - E. Customers shall seek District approval when extra heavy equipment (cranes, cement mixers, *etc.*) is to be moved over areas where infrastructure is buried.

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- F. Customers shall not dig near District mains, valves, equipment or facilities before notifying the District to mark approximate locations of such assets.
- G. Each Customer shall immediately notify the Board of any system leaks, equipment failure, or damage to meter boxes, meters or the infrastructure belonging to the District.
- H. The Customer is fully responsible for payment for all damages to District property on the Customer's premises unless such damage was caused by the District or its representatives.
- I. Customers shall not use the District's meter as a "turn-on/turn-off" device except in the case of emergencies.
- J. When, at the request of a Customer, a meter or main location is changed for any reason, the Customer shall pay for all costs, fees, labor and plumbing necessary for relocating or replacing the infrastructure. The Customer shall also provide the District with new or amended easements conforming to the changes, in accordance with Section 3.4.

5.3. Access.

- A. Duly authorized representatives of the District (including voluntary labor) shall have access to the premises of Customers and Property Owners, for the purposes of installing or removing District property, inspecting piping, reading or testing meters, and for any other purpose in connection with the District's services and facilities.
- B. Access for construction and for monthly meter readings shall be during daylight hours.
- C. Customers shall provide 24 hour per day access to authorized District representatives on their private property for the purpose of leak detection and infrastructure failure. Emergency operations to save water losses may occur in the middle of the night or during periods of time inconvenient to Customers.

5.4. Customer Water Lines and Equipment.

- A. The District shall extend system connections to the edge of the Customer's property at sites that are convenient to the District for meter reading purposes. Piping on the Customer's premises must be so arranged that the connections are conveniently located with respect to the District's lines, mains and meters.
- B. The Customer shall furnish and maintain a high quality private cut-off valve and approved back-flow prevention device on the Customer's side of the meter and within 18" of the meter. A suitable and separate valve box, accessible to the District at all times, shall be provided and installed by the Customer to enclose this valve and back-flow prevention device.
- C. Service may be refused or terminated if Customers do not properly protect outside service lines, interior building lines, hose bibs, *etc.*, against freezing, since unprotected lines that are left pressurized can cause major losses of water affecting service to other Customers.
- D. Each Customer's piping, fixtures and equipment shall be installed and maintained by the Customer at the Customer's expense, in excellent

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condition and a safe and efficient manner, in accordance with the District's Rules, and in full compliance with all laws and regulations of all governing federal, State, County, and local agencies.

- E. Customers shall take full responsibility for the inspection, maintenance and repair of Customer owned piping, fixtures and equipment. The District will not make any repairs on the Customer side of the meter unless damages are caused by the District's infrastructure or authorized representatives.

5.5. Indemnification.

- A. Acceptance of water service from the District indicates the agreement of the Customer and Property Owner with these Rules, and the agreement of each of them to indemnify the District for any damages to District assets, infrastructure or facilities caused by the activities of the Customer or the Property Owner.
- B. The Customer and the Property Owner shall jointly and severally indemnify and hold the District, and its Board members and representatives, harmless from any loss or damage to the property of the District, or any accident or injury to persons or property (except for any damage caused by the gross negligence of a representative of the District) that occurs on the Customer's property, or that was caused by the Customer or the Property Owner. The cost of necessary repairs or replacements shall be paid to the District by the Customer or Property Owner, and any liability otherwise resulting shall be borne by the Customer and the Property Owner. The amount of such loss or damage, or the cost of repairs, shall be added to Customer's next bill; however, if the amount is over \$200, it shall be paid to the District within seven (7) days.

6. **DISTRICT AUTHORITY, RIGHTS AND OBLIGATIONS:**

6.1. Water Quality.

- A. The District shall provide water quality equal to standards minimally required by the Arizona Department of Environmental Quality.
- B. The District shall refuse or terminate service if a Customer's service lines and piping are installed or maintained in such a manner as to permit cross-connections with private wells or other water sources, or if proper back-flow prevention devices are not installed within 18" of the District's meter and in a separate service box.

6.2. Water Pressure.

- A. The District shall use commercially reasonable efforts to provide water pressure equal to minimum standards generally imposed by the Arizona Corporation Commission on regulated utilities.
- B. If homes or service structures are built close to gravity feed tanks such that water pressure is less than required when the tank is 25% full, the Customer agrees to provide a temperature protected location with adequate power to house a district supplied and installed booster pump to serve that location.

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- 6.3. Emergencies and Interruption of Service.
- A. The District shall, under normal circumstances, attempt to notify Customers of any anticipated interruption of service.
  - B. The District has the authority to institute water conservation plans, drought plans, meter installation moratoriums, water delivery surcharges in cases of trucked in water, *etc.*, and other emergency operational plans that result from droughts, lack of water production, infrastructure problems, equipment failures, water quality issues, *etc.* Such actions may restrict use of the system or water resources.
  - C. The District shall allow the local fire department or the Forest Service to access reasonable amounts of water for fire protection of homes or the National Forest.
- 6.4. Advice. The District shall, upon request from a Customer or Property Owner, offer reasonable limited information and advice on any problem which could adversely affect the District or other Customers or Property Owners.
- 6.5. Operations.
- A. All operational and accounting records of the District shall be maintained in accordance with applicable laws and generally accepted procedures for utility operations.
  - B. All Board meetings shall be held in accordance with applicable Arizona open meeting laws.
- 6.6. Limitations on Liability.
- A. The District shall not be responsible or liable for the actions or negligence of Customers or other third parties or forces beyond its control resulting in any interruption of service or for any damage or claim of damage attributable to any interruption or termination of service. As examples, and without limiting the scope of the first sentence of this Section 6.6, this limitation of liability shall include any cause against which the District could or could not have reasonably foreseen or made provision for, and for any service interruptions required to minimize potential water quality problems, water outages, or to make repairs necessary to minimize the possibility of damage to Customer or District equipment, or for the safety of operational personnel.
  - B. The District will use commercially reasonable efforts to avoid damage or destruction of landscaping and improvements on the property of Customers and Property Owners. However, except in the case of gross negligence by the District or its representatives, the District will not be liable for any damage to the property of a Customer or Property Owner within the easements granted to the District, or within the usual and customary boundaries of the types of easements required by Section 3.4 of these Rules.
- 6.7. Termination of Service. The District may terminate its service to a Customer, temporarily or permanently, after a two hour notice period where practicable:
- A. To prevent fraud or abuse.



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- B. To stop flows of water to properties other than the parcel intended to be served by a given meter.
  - C. In cases of willful disregard of, or refusal to comply with, these Rules or any special rules adopted in emergencies, including required water conservation measures or drought planning policies.
  - D. To make scheduled or emergency repairs.
  - E. To disable meters where there has been unauthorized turn-on of meters; Customer tampering with meters, measuring devices, or other assets of the District; or other activities disruptive to District operations.
  - F. To conserve resources in periods of insufficient water supply.
  - G. To comply with government processes, injunctions, regulations or orders legally served on or applicable to the District.
  - H. In cases of an insufficient water supply, including prohibitive economic conditions, due to circumstances beyond the District's control.
  - I. To protect public health and welfare in cases of fires, floods, accidents, terror threats, riots or other endangerment.
- 6.8. Meter Removal. The Customer may, at its option, have a meter removed at any time in order to not be subject to the base monthly fee. The Customer shall allow the District thirty (30) days to remove the meter. However, if a meter is removed, the Customer in the future shall be treated like any other new Customer, subject to new meter installation charges and fees. Any time a meter is left connected to the system, even if shut off, the base monthly fee will apply as a “user availability” charge.
- 6.9. Enforcement. The District may in its discretion take any and all action at law or in equity to legally pursue its rights and remedies for any delinquent amounts owed to the District, and for any violations of these Rules. The Property Owner and Customer shall be jointly and severally liable for all legal fees and expenses incurred by the District in enforcing its rights under these Rules.

**7. RATES AND FEES:**

- 7.1. Rate Schedule. Rates and fees for water services are periodically established by the Board after public hearings are noticed to the Customers. A Rate Schedule is published and available along with the Rules by contacting the District at its phone or mailing address. The District shall provide all new Customers with copies of the current Rate Schedule and Rules upon receipt of an application for service.
- 7.2. Connection and Water Charges.
- A. Rate Schedule water charges for services commence upon installation and turn-on of the meter, whether the water is used or not. Meter use during construction is subject to full charges as specified in the Rate Schedule.
  - B. Meters turned on or off between meter readings shall be subject to all fees and charges in the then effective Rate Schedule on a prorata basis for the month in which the turn-on or turn-off occurs.

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- C. The minimum monthly base fee, as provided in the Rate Schedule, shall be levied for each meter installed, regardless of location. Additional fees will be charged as provided in the Rate Schedule for water used in excess of the amount covered by the base fee. Readings from more than one meter may not be combined for billing purposes.
  - D. If a Customer's meter was turned off twelve (12) months or less prior to the date service is to be re-established, a fee equal to the minimum base charge times the number of months since the turn-off must be paid before service will be restored.
  - E. If a Customer's meter was turned off more than twelve (12) months prior to the date service is to be re-established, a fee equal to eighty percent (80%) of the minimum base charge times the number of months since the turn-off must be paid before service will be restored.
  - F. If a Customer has a mysterious loss or accidental use of water that is more than double the average excess gallon usage amount over a period of time (to a maximum of twelve months or the number of months the billing system can look backward on usage on an account), the customer may be granted a 50% reduction in the excess gallonage fee charged on the bill: however, this can occur on an account only once every 36 months.
- 7.3. Assessments. The District reserves the right to impose a Reserve Assessment not to exceed the amount shown on the Rate Schedule for major system repairs or abnormal expenses, for current or anticipated needs not covered by the ordinary income of the District. The District will not make a Reserve Assessment more frequently than once in any twelve (12) month period. To the extent reasonably possible, the District will give Property Owners and Customers advance notice of any required Reserve Assessment to be paid, and permit payment of the Reserve Assessment in installments.
- 7.4. Taxes. In addition to the collection of regular rates and charges, the District may collect from the Customer a proportionate share of any privilege, sales or use tax, or similar tax, imposed on gross Customer revenue received by the District.
8. **METER READINGS, BILLINGS AND COLLECTIONS:**
- 8.1. Bills shall be computed in accordance with the District's Rate Schedule on the basis of the minimum charge, plus any additional fees for water used between the previous and the current meter readings, plus any charges for other services.
  - 8.2. The Customer is fully responsible for the security of and payment for all water that flows through the meter, whether the water is put to beneficial use, goes to waste, flows through broken pipes or stuck toilets, is stolen, or is consumed by malicious mischief, *etc.*
  - 8.3. Meters normally will be read between the twenty-fifth (25<sup>th</sup>) and the last day of the month. Bills will be rendered to the Customers within the first five (5) days of the next month. Bills are due by the 25<sup>th</sup> of that month.
  - 8.4. Delinquencies.
    - A. Bills that are unpaid by the fifth (5<sup>th</sup>) day of the next month after they are sent are delinquent and subject to a late charge.

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- B. All unpaid delinquent amounts due and owing to the District shall bear monthly interest from the date of delinquency of two and one-half percent (2.5%) of the total unpaid amount owing (including previous unpaid late charges), but not less than Five Dollars (\$5.00). The interest percentage and minimum amount of the late charge are subject to change by the District in the Rate Schedule.
  - C. The District may charge the fee shown in the Rate Schedule for any "Not Sufficient Funds" check.
  - D. Thirty (30) days after the delinquent date, the District may, upon ten (10) days' notice to the Property Owner and Customer, terminate service on the delinquent account and remove the meter. Meters are not to be shut off for homes using water each month until the standard series of delinquency letters has been sent, with a final turn off date noticed. Meters are not to be shut off or removed from homes apparently unoccupied, abandoned, in foreclosure, etc. until the District receives an official request from the owner to have the water turned off. All meters connected to the system continue to have the base monthly charge applied to the account, even if no water is used or the meter is turned off.
  - E. Service terminated for delinquent payments will be restored only after all amounts due are paid in full. Turn-off and turn-on fees, as specified in the Rate Schedule, will apply to delinquent payment situations where termination and return of service has occurred.
  - F. Ninety (90) days after the delinquent date, the District may file a utility lien, as allowed under Arizona Revised Statutes, against the Property Owner's property for all unpaid amounts due and owing to the District.
- 8.5. Advance payments may be made by the Customer. The District will not pay interest on advance payments.
- 8.6. Contact Information.
- A. Customers and Property Owners shall promptly inform the District in writing of any change in their address. Any written communication sent by the District to Customers and Property Owners at the most recent address they have provided to the District in writing shall be deemed sufficiently delivered for all purposes.
  - B. Failure of the Customer to receive bills or notices from the District shall not prevent such bills from becoming delinquent, nor relieve the Customer of their obligations to make payment to the District.
  - C. Customers shall also provide their current telephone number(s) and any email addresses to the District for emergency contact purposes.
- 8.7. Estimated Billings.
- A. The District reserves the right to estimate bills when inclement weather prevents the reading of meters.
  - B. If the seal of a meter is broken by someone other than a District representative, or if a meter is broken, the Customer shall pay an amount reasonably estimated by the District from the record of the Customer's previous billings.

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- C. If a meter fails to register or stops for any cause for which the Customer is not responsible, the next monthly bill may be estimated by the District. Thereafter, the Customer shall be billed at the regular monthly minimum charge until the meter is repaired or replaced by the District.
- D. Appropriate adjustments for over or under estimating will be made at the next actual meter reading and billing cycle. The District will not refund any over-payments.

**8.8. Billing Errors.**

- A. If a Customer believes a bill to be in error, the Customer must present the claim to the District within ten (10) days of the billing date. Any claim not asserted within ten (10) days shall be deemed waived, and bills not objected to within ten (10) days will be deemed conclusively correct
- B. The District will make special meter readings at the request of a Customer for the fee specified in the Rate Schedule. If such special reading discloses that the meter was mis-read, no charge for the special reading shall be made.
- C. Meters will be tested at the request of a Customer upon pre-payment to the District of the actual cost of performing the test. If the meter is found to over-register beyond 3% of the correct volume, charges for the test will be refunded. The proper correction for the amount of the error (less three percent (3%) for permitted variances) shall be made on the previous readings back to either (i) the specific date the error started, if the date can be ascertained, but not back to more than three (3) months immediately preceding the test; or (ii) if no date can be ascertained, for the previous three (3) months immediately preceding the test.
- D. All corrected amounts shall be credited on the next bill to the Customer. No refund or credit will be made by the District to anyone other than the Customer last served by the meter prior to the testing. The District will not refund any over-payment.

**9. TRANSFERS:**

- 9.1. Notice of a Transfer signed by both the former Property Owner and the new Property Owner must be given to the District in person or in writing within ten (10) days after the Transfer.
- 9.2. The new Property Owner must file an application for water service with the District, pay all required fees and provide any easements required by Section 3.4 of these Rules. The District may reject the application for any of the reasons specified in Section 3.5 or if the former Property Owner has not paid all amounts due and owing to the District.
- 9.3. If the meter has not been turned off, the new Property Owner will only be charged the Transfer Fee (which includes a Special Meter Reading fee) specified in the Rate Schedule. If the meter has been turned off at the request of the former Property Owner, the new Property Owner will also have to pay the turn-on fee specified in the Rate Schedule.
- 9.4. The former Property Owner shall be responsible for all water consumed and all charges and fees assessed with respect to the property until either (i) the former Property Owner has the meter turned off and pays the turn-off fee specified in the

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Rate Schedule and all other amounts then due and owing to the District; or (ii) the new Property Owner pays the Transfer Fee specified in the Rate Schedule and the District approves the application of the new Property Owner and transfers the account for that parcel to the new Property Owner.

10. **MISCELLANEOUS:**

- 10.1. Superseding Laws. If anything in these Rules is determined to be contrary to applicable State, County, federal or local laws, the latter shall take precedence and control, while the remaining provisions of these Rules shall remain in full force and effect.
- 10.2. Amendments. No amendments, changes, additions or deletions of these Rules shall be made by the Board except upon written notification to all Property Owners and Customers, or under an emergency. Such notifications shall allow reasonable time for objection and suggestion from Property Owners and Customers to be considered by the Board. All decisions by the Board shall be final.
- 10.3. Variances. No promise, agreement, or representation of any officer, employee or agent of the District, nor any variation in the application of these Rules, shall be binding on the District unless it has been agreed upon in writing and approved by the Board.
- 10.4. Non-Discrimination. These Rules shall be applied to Property Owners and Customers on a non-discriminatory basis.