

RESOLUTION NO. VWD 13-001

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA AND THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT ADOPTING POLICIES FOR THE ADMINISTRATION OF CUSTOMER ACCOUNTS ASSOCIATED WITH THE BILLING AND COLLECTION OF RATES, FEES AND CHARGES FOR WATER, RECYCLED WATER, STORM DRAINAGE, SOLID WASTE, AND WASTEWATER UTILITY SERVICES AND SUPERSEDING RESOLUTION NO. 12-012 AND RESOLUTION NO. VWD 12-002, SECTIONS 4.b.v., 5, AND 6

WHEREAS, the City of Victorville and the Victorville Water District (the “City/District”) have consolidated the billing for many of the Utility services (including water, recycled water, storm drainage, solid waste, and wastewater or sewer) they provide to their Customers; and

WHEREAS, the City/District wishes to unify its policies and procedures relative to the management, collection and administration of such consolidated Customer billing; and

WHEREAS, to provide cost-efficient and enhanced services to its Customers and to streamline operation of its several Utility services, the City Council and Board of Directors (the “Council/Board”) finds it in the best interest of the City/District and its Utility Customers to enact this joint resolution for the harmonizing purposes set forth above; and

WHEREAS, the City/District wishes to establish, by Resolution, reasonable and uniform procedures for obtaining Utility service from the City/District, and procedures and penalties to be enforced in order to ensure the protection of the City/District’s facilities and to protect the public health, safety and welfare; and

WHEREAS, adequate procedures must be established to deter loss and damage, and to compensate the City/District for all losses actually suffered and all damages actually incurred due to unlawful use of the City/District’s Utility facilities; and

WHEREAS, the City/District wishes for the procedures imposed by this Resolution to have the full force and effect of law, and for the violation of any provision of this Resolution to constitute a violation of law, punishable in accordance with the laws of the State of California and the Municipal Code of the City of Victorville, California, Sections 1.04 and 10.04.080, by fine and/or imprisonment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA AND THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT DO HEREBY RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS. In establishing its administrative procedures, the City Council/Board of Directors has:

- 1.01. received, reviewed and given due consideration to the evidence presented in connection with the administrative procedures established by this Resolution, including the various reports and other information received by the Council/Board in the course of its business; and
- 1.02. pursuant to Article XIII.B. of the *California Constitution*, the Council/Board intends that the City/District require the ascertainment and recovery of cost reasonably borne from fees and charges levied therefore in providing the regulation, products or services hereinafter enumerated in this Resolution; and

SECTION 2. GENERAL PROVISIONS

- 2.01. **Purpose.** This Resolution is intended to provide Rules and Regulations applicable to the administration of Utility services provided by the City and/or District. This Resolution may be amended from time to time by action of the City Council of the City of Victorville, California and as *ex officio* Board of Directors of the Victorville Water District.
- 2.02. **Rescinding and Superseding of Prior Inconsistent Resolutions.** The charges, deposits, costs and other provisions for administrative services established in previously adopted inconsistent resolutions shall remain in effect and shall be established by separate action based upon nexus studies or as otherwise authorized by the Council/Board; however this Resolution shall not in any way affect any other rate, fee or charge adopted by the City or District for any other service or for any other period of time not superseded herein by this Resolution.
- 2.03. **Application.** This Resolution shall apply to all Utility facilities constructed, maintained, and operated by the City/District and the Utility services provided by the City/District.
- 2.04. **Severability.** In approving the provisions of this Resolution, the Council/Board intends to comply with all applicable laws. If any provision established herein is held to be invalid under existing or subsequently enacted law, it is the intent of the Council/Board that any portion of the charges and/or costs found to be invalid, if possible, shall be deemed revised to the extent required to render them valid and lawful; and that such portions of the charges, costs and other provisions approved herein which are not so invalidated shall be in full force and effect until repealed or modified by action of the Council/Board. Further, if any section, subsection, sentence, clause or phrase of this Resolution is found, for any reason, to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Resolution.
- 2.05. **Words and Phrases.** For the purpose of this Resolution all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

- 2.06. Standards.** The City/District may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or Connection to the City/District Utility System.
- 2.07. Posting.** Upon adoption, this Resolution shall be entered in the minutes of the Council/Board and certified copies hereof shall be posted in accordance with the law.
- 2.08. Conflict in Provisions.** In the event that the provisions of this Resolution conflict with any code, resolution or regulation of the City/District, the provisions of this Resolution shall govern. In the event any provision of this Resolution conflicts with a preemptive provision of State law or City/District ordinance, this Resolution shall be interpreted and applied in conformity with State law and City/District ordinance.
- 2.09. Effective Date.** This Resolution and the provisions which are fixed or established hereby, shall become effective upon adoption of this Resolution or on any other date as so specified in this Resolution.

SECTION 3. DEFINITIONS. Unless the context specifically indicates otherwise, the following terms and phrases shall have the meanings hereinafter designated.

- 3.01. “Applicant”** shall mean the Person making application hereunder and who shall be the Owner of the property and/or Premises involved, or an Assignee. Where a property has Utility service available or qualifies to receive Utility services and no application is submitted to the City/District, the Owner of the property shall be recorded as the Applicant.
- 3.02. “Assignee”** shall mean any contracted non-property owner including, but not limited to a commercial tenant, property manager, licensed real estate agent, prospective buyer, or other assignee so authorized in writing by the Owner.
- 3.03. “Authorized Administrator”** shall mean the Chief Financial Officer of City/District, or his/her designee.
- 3.04. “Business Days”** shall mean those days where the Victorville City Hall is scheduled to be opened to the public to conduct business; normally Monday through Thursday of each week, from 7:30 am to 5:30 pm, except for holidays and any emergency closings.
- 3.05. “Connection”** shall mean any appurtenant facilities used to extend Utility service to the Premises. Where services are divided at the curb or property line to serve several Customers, each such branch service shall be deemed a separate service. Provisions of this Resolution related to a physical connection to Utility service infrastructure, equipment, or facilities do not apply to solid waste or storm drainage services. For purposes of determining Connection Fees and Alternate Water Source Charges, “Connection” refers only to metered connections, with fire service bypass metered connections being exempt from these fees..

- 3.06. **“Cost”** shall mean the cost of labor, materials, transportation, supervision, engineering, and all other necessary or overhead expenses.
- 3.07. **“County”** shall mean the County of San Bernardino, California.
- 3.08. **“Customer”** shall mean any Person supplied or entitled to be supplied with Utility service by the City/District as the Utility account holder.
- 3.09. **“May”** shall mean any act, service, or performance that is permissive.
- 3.10. **“Owner”** shall mean the Person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the Person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, agent, guardian or trustee of the owner including such additional information as may be amended and/or corrected from time to time.
- 3.11. **“Permit”** shall mean any written authorization required pursuant to this or any other regulation of the City/District.
- 3.12. **“Person”** shall mean any human being, individual, firm, company, partnership, association and private, public or Municipal Corporation, the United States of America, the State of California, City, special City, and any other political subdivision, governmental agency, or other public entity or agency.
- 3.13. **“Premises”** shall mean any building, structure, or facility improvement designed or intended for occupancy or use, existing on a lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed a separate Premises.
- 3.14. **“Rules and Regulations”** shall mean the existing authorized ordinances, resolutions, and municipal code established by the City/District. Rules and Regulations shall also extend to all policies, procedures, forms, and conditions established and authorized by the Authorized Administrator or his/her designee that are necessary and proper for the administration and execution of this Resolution and the provisions herein contained.
- 3.15. **“Shall”** or **“Will”** shall mean any act, service, or performance that is mandatory or otherwise required.
- 3.16. **“Utility”** shall mean the water, recycled or reclaimed water, storm drainage, solid waste, wastewater or sewer, provided by the City/District. Provisions of this Resolution related to a physical connection to Utility service infrastructure, equipment, or facilities do not apply to solid waste or storm drainage services.
- 3.17. **“Utility System”** shall mean all property owned by the City/District for the production, transmission, collection, storage or treatment of water, recycled or reclaimed water, storm drainage, solid waste, and/or wastewater or sewer utilities.

SECTION 4. UTILITY SERVICES

- 4.01. Initiating Utility Service.** The Owner of the property that is eligible to receive City/District Utility services or his/her Assignee, shall make application for Utility service in accordance with the City/District's policies and procedures in effect from time to time. Such Owner shall personally sign an application for Utility service form provided by the City/District and pay those fees, charges and deposits required for new Utility service pursuant to the several provisions of this Resolution or as prescribed in the most recent resolution adopted by the Council/Board.
- 4.02. Service Connection Maintenance**
- 4.02.01. Water Service.** Any water Utility service Connection extending from the Utility to the property line or right-of-way shall be maintained by the City/District. All infrastructure and fixtures extending or lying beyond the property line or right-of-way shall be installed and maintained by the Owner of the property. The City/District's jurisdiction and responsibility ends at the property line or right-of-way and the City/District will in no case be liable for or assume any responsibility for damages occasioned by open or faulty fixtures, or from broken or damaged infrastructure inside the property line.
- 4.02.02. Wastewater or Sewer Service.** Any wastewater or sewer Utility service Connection, infrastructure, or fixtures extending from the Utility mainline to or beyond the property line or right-of-way shall be installed and maintained by the Owner of the property receiving such service.
- 4.03. Payment for Previous Service.** An application for Utility service shall not be executed unless all other accounts with the City/District have been paid in full by the Applicant and there are no delinquent accounts in the name of the Applicant.
- 4.04. Utility Service to Property Owner Customers.** For a Utility service account to be established in the name of the Owner, the Owner must provide documentation and completed applications and acknowledgements as determined by the Authorized Administrator or his/her designee, including but not limited to Service Application, photo identification, and proof of ownership. Any delinquent or unpaid balance at that location or other locations within the service area that are held in the name of the Owner must be paid prior to the establishment of service and any remaining account balance on assignment of the account must be paid prior to the establishment of service.
- 4.05. Utility Service to Customers Other than Property Owners.** Owners are not required or otherwise obligated to assign a Utility service account to an Assignee. Assignment of a Utility service account to an Assignee may be made at the request of the Owner and approved by the City/District as follows:

- 4.05.01. Owner Authorization.** For a Utility service account to be established in the name of an Assignee, the Owner and the Assignee must provide documentation and completed applications, assignment, and acknowledgements as determined by the Authorized Administrator or his/her designee, including but not limited to Service Application, Assignment Agreement, photo identification, and proof of ownership. Any delinquent or unpaid balance at the service location or other locations within the service area that are held in the name of the Owner must be paid prior to the assignment of any service account. All account balances in the name of the Assignee must be made current prior to the establishment of the service account. Assignee Utility service accounts must meet the criteria for the establishment such Utility service account as determined by the Authorized Administrator or his/her designee or the account cannot be assigned and shall remain in the Owner's name.
- 4.05.02. Termination of Assignment.** Upon vacating the property or termination of assignment agreement, the Utility service account shall revert to the name of the Owner. Where Utility service to an Assignee has been cancelled or inactivated for nonpayment or any other reason, the Utility service account may revert to the name of the Owner at the discretion of the Authorized Administrator or his/her designee.
- 4.05.03. Responsibility and Liability.** Owners may receive copies of service notices (such as for shut off, deactivation, etc.) when the assigned account becomes delinquent or terms of the account have been otherwise violated. Duplicate service notices may be sent to the address on file with the City/District. The Owner shall be liable for any unpaid charges, fees, rates, penalties, interest, and damages as provided in this Resolution, or as provided in any other resolution, rule or regulation in effect at this time or as hereinafter adopted or amended; ultimate responsibility for the payment of assigned utility service account balances remains with the Owner.
- 4.05.04. Owner Account in Arrears and/or Constructive Eviction.** Where the Owner is listed by the City/District as the Customer of record of the Utility service, and such property or Premises remain occupied, the City/District may impose a lien on accounts in arrears and continue Utility services to the actual users.

As an alternative, the City/District may transfer a service account pursuant to Government Code Section 60370, et seq. For water services provided or furnished to a master meter or an individually metered multiunit residential structure or mobile home park where the Owner is listed by the City/District as the Customer of record of the water service, the City/District will make a good faith effort to inform the actual user(s) of the services, when the account is in arrears, by means of notice, that service will be terminated in ten (10) calendar days. The notice shall further inform the actual users that they have the right to become Customers of the City/District without being required to pay the amount due on the delinquent account.

- 4.06. Account Information.** The Owner of record is responsible for the accurate maintenance of current service account contact information including, but not limited to service address, bill to address, Owner mailing address, email address, forwarding address, telephone contact number, and other required account contact information. Written notification of any changes in service account contact information must be provided to the City/District.
- 4.07. Changes in Owner's or Customer's Equipment.** Owners or Customers making any material changes in the size, character, or extent of the equipment or operations utilizing Utility service, or whose change in operations result in a significant increase in the use of Utility, shall give the City/District written notice of the nature of the change five (5) Business Days prior to the change.
- 4.08. Size and Location.** The City/District reserves the right to determine the size of service Connections and their location with respect to the boundaries of the Premises to be served. Service installations will be constructed in public streets, alleys or easements, or to extensions thereof. Services installed in new subdivisions prior to the construction of streets in advance of street improvements must be accepted by the Applicant at the installed location.
- 4.09. Responsibility for Equipment.** The Owner shall, at his/her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing Utility, and the City/District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the Owner or of any of his/her tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment.

4.10. Temporary Service Account.

- 4.10.01. Purpose.** Temporary Utility services may be extended by the City/District to an Assignee designated by the Owner of such property as the “buyer.” A temporary Utility service account may be created strictly for the purpose of inspections, as part of an escrow, under the name of the buyer with submission of a Purchase Contract or Sales Contract (such as HUD-9548 or other similar authorized government agency document) and an Authorization for Utility Activation or other such documents and/or disclosures which designate and authorize the buyer as the Assignee, along with an application for temporary Utility service pursuant to administrative procedures established by the Authorized Administrator or his/her designee.
- 4.10.02. Charges, Rates and Fees.** All charges, rates, and fees as established and revised from time to time by resolution authorized by the Council/Board shall apply to the establishment of a temporary Utility service account except for the establishment of a security deposit as noted in Section 4.10.04. The standard consumption charges, readiness to serve, and any other authorized service charges, adjustments, rates, and fees per rate schedules in effect at the time of service will be billed to the account holder.
- 4.10.03. Duration.** The duration of a temporary service account will not exceed fifteen (15) calendar days or the estimated date of escrow closing, whichever is less. The buyer may specify a shorter duration, if they so desire, with service activation (turn-on) and service deactivation (turn-off) scheduled during regular business hours. A request and authorization for Utility Activation may include a limit on the amount of time in consecutive hours during which the service will be available.
- 4.10.04. Temporary Utility Service Security Deposit.** The temporary Utility service security deposit is fixed in the amount of eighteen dollars (\$18.00). Upon service account termination, any remaining temporary Utility service deposit will be credited against the closing or final bill balance. Any remaining balance is due and payable to the City/District. A credit balance less than twenty dollars (\$20.00) is not refundable. If permanent service is requested and provided, any remaining balance will be applied to the permanent account.

- 4.10.05. Present at Water Service Activation.** The buyer or buyer's agent must be present and have full access to the property and all improvements or structures at the time of scheduled service activation (turn-on). If the buyer or buyer's agent is not present at the time of scheduled water service activation, the buyer is subject to additional service fees associated with the rescheduling of the water service activation. Prior to water service activation, the buyer or buyer's agent must check all valves and apertures on the property to make sure all are in the off position and assumes all liability of damages which may result from the activation of water services.
- 4.10.06. Liability.** All liability, including any property damages resulting from the Utility service activation and continuing availability throughout the duration of the temporary Utility service, shall be the responsibility of the buyer.
- 4.10.07. Permanent Service Account.** The buyer may, prior to the scheduled termination of temporary water service account and upon completion of escrow wherein ownership of the property receiving temporary water service is transferred to the buyer, establish a permanent Utility service account as the new Owner. The initial setup fee and service call fee shall be waived for conversion of the temporary Utility service account agreement to a permanent service account agreement. The buyer must meet qualifying conditions of permanent service account application pursuant to Rules and Regulations including the submission of documentation of ownership, submission of a completed application for service, payment of any additional deposit, and payment of all outstanding balances due to the City/District.

SECTION 5. ADMINISTRATION OF CUSTOMER ACCOUNTS

- 5.01. Charges.** Charges shall begin when a water, reclaimed water, storm drainage, or wastewater (sewer) Utility service is made available and/or Connection is installed, and shall continue until the Utility service Connection is removed or no longer available. Solid waste (including recycling) charges shall begin when a Premise is occupied and shall continue until the Premise is no longer occupied.
- 5.02. Service Deactivation, Termination, or Disconnection.** Once established and/or made available, water, reclaimed water, storm drainage and wastewater (sewer) Utility System Connections (including such infrastructure as service lines, pipes, culverts, collectors, valves, meters, and/or other physical connectors) may not be disconnected, removed, or terminated, except as may be provided by law, whether such services are actually used or not. Vacancy or other similar temporary use/non-use credits for water, reclaimed water, storm drainage, and wastewater (sewer) services are not authorized or allowed.

Vacancy or other similar temporary use/non-use credits for solid waste (including recycling) services may be extended as approved by the Authorized Administrator or his/her designee.

- 5.03. Liability for Utility Service.** The Owner shall be held liable for Utility service so long as the property remains in the name of the Owner or until the City/District is notified to transfer the account to a successor Owner. The Owner shall be responsible for all charges owed to the City/District whether or not the Owner actually lives on the Premises, or signs the application for Utility service form.
- 5.04. Bills Against Property.** Any and all bills rendered for the use of Utility services shall be deemed to be indebtedness against the property; and, at the option of the City/District, legal action may be taken, making unpaid Utility bills a lien against the property as otherwise authorized by law.
- 5.05. Billing Period.** The regular billing period will be approximately monthly as established by the City/District. Individual service periods may be adjusted from time to time as deemed necessary by the City/District.
- 5.06. Billing of Separate Water Meters Not Combined.** Separate bills may be rendered for each water meter installation.
- 5.07. Opening and Closing Bills.** Opening and closing bills for less than the normal billing period shall be prorated. Closing bills may be estimated by the City/District for the final period as an expediency to permit the Customer to pay the closing bill at the time service is discontinued.
- 5.08. Payment of Bills.** Bills for Utility service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the City/District on or before the due date indicated on the bill, the bill shall become past due and delinquent.
- 5.09. Adjustment for Fast Water Meter Errors.** If a water meter tested at the request of a Customer is found to be more than three percent (3%) fast at medium flow, the excess charges for the time service was rendered to the Customer requesting the test, or for a period of six (6) months, whichever shall be the lesser, shall be refunded to the Customer or credited to the account.
- 5.10. Adjustment for Slow Water Meter Errors.** If a water meter tested at the request of a Customer is found to be more than ten percent (10%) slow, the District may bill the Customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.
- 5.11. Non-Registering Water Meters.** If a water meter is found to be not registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the Authorized Administrator or his/her designee and his/her decision shall be final.

- 5.12. Service Termination for Nonpayment.** Utility service may be deactivated or terminated if payment for any Utility service is not received at the business office of the City/District in accordance with Section 5.04. of this Resolution.
- 5.13. Refusal or Neglect to Pay Debt.** Any amount due is a debt to the City/District, and any Person, firm or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction. All unpaid rates, fees, charges and penalties herein provided may be collected by suit.
- 5.14. Multiple service accounts.**
- 5.14.01.** Utility services provided by the City/District, shall be consolidated and recorded on a single Customer account. Applicant request for variance or other exception shall require prior approval of the Authorized Administrator or his/her designee.
- 5.14.02.** Fees and charges such as late fees, delinquency charges, service charges, and deposits shall be assessed to the Customer account on a consolidated basis.
- 5.14.03.** Pursuant to California Water Code Section 31137, the City/District shall collect Utility rates and charges on a consolidated basis as one item. In the event of failure to pay the whole or any part of a Utility bill in accordance with the terms of the service agreement, the City/District shall discontinue any and all services for which such bill is rendered.
- 5.15. Application of Payment.** Where payment or partial payment is made on a Customer's account wherein multiple Utility services have been consolidated onto a single bill, prioritization and sequence of payment on outstanding amounts shall be made as determined by the Authorized Administrator or his/her designee.
- 5.16. Partial Payments.** A partial payment of a delinquent account may be accepted and credited to a Customer's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude service termination for nonpayment unless such partial payment is made pursuant to an amortization agreement authorized by the Authorized Administrator or his/her designee.
- 5.17. Authorization for Continuance of Service for Delinquent Accounts.**
- 5.17.01** Utility Service deactivation or turn-off may be extended by no more than five (5) Business Days, except as authorized by the Authorized Administrator or his/her designee.

5.17.02 The Authorized Administrator or his/her designee may authorize continuation of service to a delinquent account if the amortization agreement or other arrangements satisfactory to the City/District have been established. The amortization agreement shall not exceed six (6) months in duration and the provisions of the agreement must be met prior to the establishment of a subsequent amortization agreement. An amortization agreement shall be offered no more than once in any twelve (12) consecutive month period.

5.18. Billing Errors.

5.18.01. Authorization - The Authorized Administrator or his/her designee is authorized to correct billing errors and Customer account adjustments as herein described.

5.18.02. Overbilling. Assessments, penalties, charges, or fees shall be refunded if they were either paid more than once or erroneously or illegally collected. The amount to be refunded will not exceed that which can be reasonably verified or determined, either by the City/District or upon claim submitted by the Person who paid the assessments, penalties, or Costs, his/her guardian, executor, or administrator.

5.18.03. Under-billing. Billing errors wherein the Customer has been erroneously under-billed may be corrected by an amortization agreement or other arrangements established by the Authorized Administrator or his/her designee. Any amortization agreement for the payment of under-billed services shall not exceed a period of time in excess of the duration of the billing errors.

5.18.04. Billing Errors - Where it can be reasonably determined that errors exist or may exist on any Customer billing, the Authorized Administrator or his/her designee is authorized and responsible to correct such errors. These errors may include, but are not limited to, consumptive data transmission or recording, computational errors, billing period errors, or incorrect account references. Billing errors may be discovered by the Customer or by representatives of the City/District. The Authorized Administrator or his/her designee shall take reasonable steps, using his/her best judgment as the circumstances require, which are necessary and proper to ensure that billing errors are corrected in an equitable and consistent manner pursuant to the Rules and Regulations of the City/District.

The Authorized Administrator or his/her designee may develop such forms, practices, and procedures as deemed necessary and prudent to carry out billing error corrections. Billing error resolution is subject to the dispute process as contained in Rules and Regulations.

5.18.05. Customer Account Adjustments - Where it can be reasonably determined that circumstances beyond the knowledge or control of the Customer has resulted in the application of improper or unreasonable charges to a Customer's account, the Authorized Administrator or his/her designee is authorized and responsible to properly adjust the account in a manner that is equitable and consistent. These circumstances may include, but are not limited to, an unreasonable spike in consumption from an unknown or undeterminable source, death of the Owner, Assignee, Customer, or account holder, absence of the Owner, Assignee, Customer, or account holder due to military service requirements, or other extenuating circumstances. These circumstances may not include consumption due to seasonal or weather fluctuations, filling a pool, construction, leaks, expanded landscaping, or other circumstances that can be controlled by or which are considered the responsibility of the Owner. The Authorized Administrator or his/her designee is authorized to extend a reducing adjustment to a Customer account one time during a continuous twelve-month period.

The Authorized Administrator or his/her designee shall take reasonable steps, including the development of forms, practices, and procedures, using his/her best judgment as the circumstances require, which are necessary and proper to ensure that Customer account adjustments are made in an equitable and consistent manner pursuant to the Rules and Regulations of the City/District. Account adjustments are subject to the dispute process as contained in Rules and Regulations. Where any account adjustment is made based upon false evidence or affidavit, the Authorized Administrator or his/her designee is authorized to reverse any adjustments granted and refuse any future account adjustments requested by the Customer. Other remedies as provided by ordinance and statute may also apply.

5.19. Alternative Billing Method. Fixed fees and charges for Utility services may be annualized, assessed to and collected from Owners of those properties receiving such Utility services by submission to the San Bernardino County Auditor, pursuant to applicable law.

5.20. Property Ownership Transfers.

5.20.01. Bankruptcy. The City/District will process notices of bankruptcy received on Customer accounts as provided by law and in accordance with procedures established by the Authorized Administrator or his/her designee. Debts may be discharged where proper notice has been received or account holder has "no assets" as provided by law. Trustee or other appointed agent, legally authorized with fiduciary duties, may be assigned Owner rights and obligations.

- 5.20.02. Foreclosure.** The City/District will process notices of foreclosure received on Customer accounts as provided by law and in accordance with procedures established by the Authorized Administrator or his/her designee. Trustee or other appointed agent, legally authorized with fiduciary duties, may be assigned Owner rights and obligations.
- 5.20.03. Constructive Eviction.** Where a Utility service property is subject to Utility turn-off or service deactivation, and such property remains occupied by a tenant or other legal occupant, service accounts may revert to the non-owner occupant pursuant to Section 4.05.04 of this Resolution or other applicable law.
- 5.20.04. Clouded Title.** Where a Utility service property is subject to clouded title or property ownership is not otherwise determinable and such property remains occupied by a tenant or other legal occupant, service accounts may revert to the non-owner occupant pursuant to Section 4.05.04 of this Resolution or other applicable law.