



**Howell Mountain Mutual
Water Company**

Consumer Water Connection Guidance

707-965-2205

Table of Contents

- 1. Step by step: How to get a new water connection**
- 2. Water Rate Plan and Company Policies for Users**
- 3. Contractor Requirements**
- 4. Meter Specifications (additional specifications available upon request)**
- 5. Agreement for Water Service**
- 6. ACH Authorization Form**

Step by step: How to get a new water connection.

Step 1: Call the Howell Mountain Mutual Water Company office for a consultation. This consultation will determine the feasibility of getting water to your home. If your home is located far away from a water main this may mean additional costs that you will want to consider early in the planning process.

Step 2: Purchase a water right from Howell Mountain Mutual Water. The cost for your water right is determined by the size of the meter you wish to install. The water right costs are as follows:

5/8" meter: \$5,885
1" meter: \$9,757
1 ½" meter: \$19,443
2" meter: \$31,056

Speaking with one of our staff members will help you determine which water right and meter size is right for you.

Step 3: Find a contractor to install your new meter. All Contractors used by customers for installation of a water connection must undergo an approval process through HMMWC. A list of already approved contractors is available upon request.

Step 4: Schedule a meeting (either over the phone or in person) between your contractor and Howell Mountain Mutual Water. During this meeting we will work out details of the work to be done by your contractor. We will also schedule a water company inspection of the work to make sure it is done to our specifications.

Step 5: Have your contractor install the new meter connection. After the new meter connection is installed and inspected by Howell Mountain Mutual Water staff we will go ahead and put your meter online. Before we set your meter all costs for your water right will have to be paid. After the new meter is fully operational, please note that you will have to install a backflow device if you have an existing well on the property. Information about backflow devices is available from our staff.

Howell Mountain Mutual Water Company

Water Rate Plan and Company Policies for Users

Definition of Types of Users

Two types of users exist on the system, they are as follows:

Active Users: These users have a water meter that is read every month.

Inactive Users: Users who want to retain a water service with no meter existing at the property. The current charge is \$200 to install a meter.

General Rate Plan

Current Rates:

- Each inactive meter monthly fee is \$37.26.
- Each active meter service fee is monthly \$49.68, this fee includes no water.
- Backflow monthly fee is \$3.75.
- A return check fee for non-sufficient funds (NSF) is \$25.00.
- Construction Meter Rental is \$300.00 (rental situation to be approved by HMMWC prior to use).
- New Connections:
 - 5/8" Meter - \$5,885.
 - 1" Meter - \$9,757.
 - 1 ½" Meter - \$19,443.
 - 2" Meter - \$31,056.(Please note this does not include construction costs.)

Pay as you go:

- All water used is billable at \$12.72 per 100 cubic feet.
- 100 cubic feet equals 748 gallons of water.

Meter Reading

- The meters will normally be read on the 1st of each month, give or take 2 days, depending on the weekend placement. The bills will be sent out by the 10th of each month.
- Your meter displays your water usage in cubic feet. One cubic foot is equal to 7.48 gallons.
- Your bill will show your water usage as well as current and previous month meter readings.

Payment Due Date

- All water bills will be due on the 1st of each month following billing.
(example: Bills sent out on January 10th for the month of December, will be due on February 1st.)

You Can Help

- Please report all consumer leaks or any leaks in system to our office, 707.965.2205.
- All water distribution piping/ infrastructure located past the meter is the water-right-holder's responsibility and should be maintained appropriately to avoid leaks. Leaks on the customer's side of the water meter are the water-right-holder's responsibility. A ball valve installed on the customer's side of the meter is highly suggested for easy water shut off in the event of a leak.

CONNECT/ RECONNECT AND TERMINATION OF SERVICE POLICIES

Disconnection and Termination of Usage Because of Unpaid Bills

Right to water service and termination of that service shall generally follow the procedures as outlined in the HMMWC Bylaws, Section 7.01. This section states that the company may begin disconnection procedures when accounts are more than sixty days past due. Past due accounts will result in the following:

- A \$10 Past Due Fee will be charged for bills that become more than thirty days past due.
- A 15 day Notice of Disconnection of Water Service will be mailed to the customer with past due balances over 60 days.
- A \$50 Past Due Fee will be charged for delivery of a 48 hour Notice of Disconnection of Water Service.
- A \$200 Reconnection Fee will be charged for starting the service after it has been disconnected.
- The total unpaid bill must be paid before service will be resumed. The company, in certain instances, will accept a payment plan (plan must be approved by General Manager) as long as the user remains current with his/her water bill each month.
- If disconnection of water service occurs a second time, or if no attempt to contact the office is made within 30 days of any disconnection of water service, possible termination of water service may apply.
- Place a lien on the property to which the water is delivered, and a notice of such lien may be recorded by General Manager of the company with the County Recorder. Such lien may be foreclosed in the manner provided by law for the foreclosures of liens on real property.
- Termination means that HMMWC will no longer provide water service to the property and the property owner will have to pay \$5,885 for a new water service.

Termination of Water Service Because of Owner/User Wishes

Any owner of a parcel of property being served by the water company who chooses to go off HMMWC service may do so at his/her discretion by sending HMMWC notice in writing. In doing so, the owner gives up all rights to water service by HMMWC at that time or in the future. If the owner, at a future date wants to have water service reinstated, they may request a new service. When a service is approved, a new service charge will apply (currently \$5,885 for a 5/8 inch meter).

Transfer Charges when Change of Ownership Occurs or New Renters of Property

A \$25 charge will be assessed for a change in ownership or new renter on parcels served by HMMWC.

Landlords are responsible for water usage billed to their parcel. If HMMWC is billing a tenant for water usage, HMMWC will make a reasonable effort to collect delinquent bills. However, it is ultimately the **landowner's responsibility** for any outstanding bills and the rules for **Disconnection and Termination of Usage Because of Unpaid Bills** will apply.

Tampering with Water Meter

Tampering with the meter or reconnecting the meter by non-authorized personnel may result in a \$400 Meter Tampering Fee or termination of water service to that parcel. HMMWC owns all water and distribution infrastructure up to the meter (including the meter).

Note: Relocation of a water meter is at customer expense and will be subject to inspection and approval process by HMMWCO.

Questions/Concerns/Complaints Procedure

Questions/Concerns/Complaints

- Any questions/concerns/complaints regarding water service, billing or general concerns can be directed to the office and/or Water System Supervisor. The office phone number is 707.965.2205.
- If a resolution to a concern/complaint is unsatisfactory, the Appeal Process can be followed.

Appeal Process

Users may initiate a complaint or a request to the Board of Directors after the office/Water System Supervisor has been notified of the issue.

- The appeal must be made in writing to the Board of Directors with the reasons why the Board of Directors should consider the appeal as a unique situation.
- The appeal should state what action they would like the HMMWC Board of Directors to take.
- The appeal should state what action or actions user will be willing to make, to be sure situation will not occur again in the future.

HMMWCO Board of Directors
P.O. Box 9
Angwin, CA 94508
hmmwco@napanet.net

Contractor Requirements

All Contractors used by customers for installation of a water connection must undergo an approval process through HMMWC. A list of already approved contractors is available upon request.

Construction Limitations: The contractor will be expected to conduct his operations in a manner which creates minimum damage to the natural vegetation and landscape. Ingress and egress for all off road work shall be via the existing driveways. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required.

Prior to working in the County right-of-way the contractor shall obtain an encroachment permit from the County.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the work of the work site or easements as shown on the plans. Equipment will be restricted to immediate area of construction. Pipe trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids, and litter will be covered. Such residues will be disposed of in a proper manner.

Dust control and prohibition of burning waste construction materials or vegetation will be enforced for all construction activity.

Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

Water for construction and dust control: Contractor shall be responsible for providing all water necessary for construction and testing. If needed arrangements can be made with Howell Mountain Mutual Water for purchase of water.

Protection of Existing Facilities and Property: The contractor shall notify Underground Service Alert (USA) for marking the location of existing underground facilities.

The existing underground facilities in the area of work may include telephone, television and electrical cables, gas mains, sewer pipe and drainage pipe. The various utility companies shall be notified before trenching begins and at such times as required to protect their facilities. Underground facilities shall be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor shall immediately notify HMMWC of any facilities found to differ from those shown on the drawings. If damage should occur to the existing facilities, HMMWC shall be notified immediately and repairs acceptable to the utility company shall be made at the contractor's expense.

The locations of the existing facilities are typically compiled from the best information available during design. The Contractor is cautioned that the drawings maybe incomplete and the Contractor shall repair all damage done to existing facilities at his/her own expense.

Existing facilities shall not be intentionally disturbed and shall be supported and protected against injury and maintained in good operating position at expense of the contractor.

Traffic Control: The site of the work shall be enclosed by suitable barricades, signs and lights to warn and protect traffic effectively and shall be in accordance with those procedures as set by the State of California Department Manual of warning signs, lights and devices.

Excavation shall be backfilled before leaving the work for the night. All trenching in the travel way shall be plated with non-skid plates or paved(temporary or permanent) before leaving the work for the night.

All detours and traffic control shall be between 8:00 am and 5:00 pm; unobstructed two way traffic shall be maintained daily between 5:00 pm and 8:00 am. Any work within Caltrans right of way will require separate encroachment permit from Caltrans.

Adequate traffic control, flagmen, signing and barricades shall be provided by the contractor at all times.

At no time shall construction signs be attached in any way to power or light poles.

The Contractor shall make provisions for the safe passage of pedestrians around the area of work at all times.

Preconstruction Conference: Prior to any work, The customer shall provide HMMWC with a list of key responsible personnel and how they may be reached at any time. A preconstruction conference shall be scheduled, at which time the Contractor shall be required to present his proposed work schedule, information of off-site yards, subcontractors, location of disposal and stockpile areas, and traffic control plans. All such plans shall be subject to the approval of HMMWC.

Shop Drawings: When shop drawings, of other drawings are required by the Plans and Specifications, or requested by HMMWC, they shall be prepared in accordance with current modern Engineering practice and at the Contractors expense. Drawings shall be of a size and scale to clearly show necessary details and shall be transmitted by letter to the engineer for approval or correction within at least fifteen days of the Contract award.

Materials shall not be furnished or fabricated, nor any work be done for which drawings are required before approval of the drawings.

When first submitted by the Contractor, each drawing shall be a good quality transparency accompanied by two prints. When required by Special Provisions, assembly drawings, parts list or diagrams shall be furnished.

Howell Mountain Mutual Water Co.

www.hmmwco.com

AGREEMENT FOR WATER SERVICE

This Agreement is by and between Howell Mountain Mutual Water Company, Inc., a California non-profit mutual benefit corporation (“Seller”), and

_____ (“User”).
User name (Please complete the back of this form)

Seller shall sell and deliver to User, and User shall purchase all of the water which User may need at the location described as:

Location Address

and by this reference made part hereof. Seller shall not, however, be obligated to sell or deliver water to User which is substantially disproportionate to User’s prior water usage. Water service shall be provided upon the following terms:

1. Payment.

A. User shall pay Seller for service hereunder at the rates and upon the terms and conditions set forth in HMMWC’s “Water Rate Plan and Company Policies for Users” which can be found on our website: www.hmmwco.com.

B. The initial billing period shall start when HMMWC begins providing water service to the customer.

C. Bills for service should be mailed to Howell Mountain Mutual Water Company, Inc., PO Box 9, Angwin CA 94508, or at the HMMWC Payment Drop Box located inside the Howell Mountain Market in Angwin, CA. Such payment shall be due on the 1st day of each month following billing, for the service furnished during the preceding monthly billing period.

If User shall fail to make any such payment within thirty (60) days after such payment is due, Seller may discontinue service to User upon giving fifteen (15) days’ written notice to User of its intention to do so; provided, however, that such discontinuance of service shall not relieve User of any of its obligations under this Agreement; and Seller may have a lien placed on the property to which the water is delivered and notice of such lien may be recorded by Seller’s manager with the County Recorder.

D. User agrees that if, at any time, the rate under which Seller supplies water services is modified, Seller may make a corresponding modification in the rate for service hereunder.

2. Continuity of Service; Liability Limitation.

Seller shall use reasonable diligence to provide a constant and uninterrupted supply of water hereunder. If the supply of water shall fail or be interrupted or become defective through act of God, governmental authority, action of the elements, accident, strikes, required maintenance work or any other cause beyond the reasonable control of Seller, Seller shall not be liable therefore or for damages caused thereby. In any event, the extent of Seller's liability for any interruption in the supply of water to User shall be limited to not more than \$10,000 or actual damages incurred by User, whichever is less, regardless of the cause or extent of User's damage.

3. Right of Access.

Duly authorized representatives of Seller shall be permitted to enter User's premises for access to Seller's water lines and meter at all reasonable times in order to carry out the provisions hereof.

4. Term.

This Agreement shall become effective on the date of execution hereof by each party hereto and shall remain in effect until terminated by either party giving to the other thirty (30) day's notice in writing.

5. Attorney's Fees.

Should a dispute arise between the parties with respect to this Agreement or the rights and duties provided for herein, the prevailing party in such dispute shall be entitled to recover its attorneys' fees and costs incurred in connections therewith.

6. Succession.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

USER:

Signature: _____ **Dated:** _____
User/Customer

Name: _____

Number of residents on property: _____

Cell Phone: _____

Home Phone: _____

Mailing Address: _____

Email Address: _____ **Please check if you want e-mail billing**

Accepted By: _____
Howell Mountain Mutual Water Company



Howell Mountain Mutual Water Co.
 P.O. Box 9, Angwin CA 94508
 707-965-2205

ACH Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your checking or savings account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges
-

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Howell Mountain Mutual Water Co. to charge my bank
 (full name)
 account indicated below on the 1st of each Month for payment of my Water Bill.

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

Account Type: Checking Savings

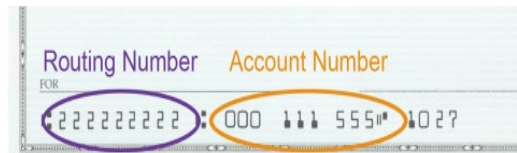
Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Howell Mountain Mutual Water Co. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Howell Mountain Mutual Water Co. may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.