



RULES AND REGULATIONS FOR WATER SERVICE

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SECTION 1. AUTHORITY

- 1.1 The Yorba Linda Water District is organized and existing under Division 12 of the County Water District Act, which is found at Water Code § 30000 et seq. (“Act”). The Act authorizes the District to own and operate a water system. Specifically, the District “may operate water rights, works, property, rights, and privileges useful or necessary to convey, supply, store, or make use of water for any purpose authorized by this division.” [Water Code § 31022.] To effectuate this authority, the District adopted these Rules and Regulations for the sale, distribution, and use of water. [Water Code § 31024.]

SECTION 2. DEFINITION OF KEY TERMS

Unless otherwise specifically defined herein and the context requires a different meaning, all non-capitalized words, terms, and phrases in these Rules and Regulations shall be construed according to their ordinary meaning. All capitalized terms in these Rules and Regulations shall be defined as follows:

- 2.1 **ACCESSORY DWELLING UNIT (ADU):** A dwelling unit located on the same lot as a primary single-family dwelling unit, either attached or detached from the primary residential dwelling unit, and which provides living facilities for one or more persons. An ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which a primary single-family dwelling is situated or is proposed to be situated.
- 2.2 **ADVANCED METERING INFRASTRUCTURE (AMI):** An integrated system of “smart” water meters, other infrastructure, communications networks, and data management systems that enable transmission of information between the customer meter connection and the District’s office.
- 2.3 **APPROVED BACKFLOW PREVENTION DEVICE:** Backflow prevention devices that have passed laboratory and field evaluation tests performed by a recognized testing organization that has demonstrated their competency to perform such tests to the Health Agency.
- 2.4 **BACKFLOW:** A flow condition, caused by a differential in pressure, which causes the flow of water or other liquids, gases, mixtures, or substances into the distributing pipes of a Potable Water supply from any source or sources other than the District’s Public Water System. Back-siphonage is one cause of Backflow. Backpressure is the other cause.
- 2.5 **BILLING DATE:** The date upon which a bill or notice is mailed or electronically delivered to the Customer.
- 2.6 **BOARD OF DIRECTORS or BOARD:** The Board of Directors of the Yorba Linda Water District.
- 2.7 **CONNECTION FEES:** Fees imposed on Customers by the District to obtain water service from the District. Fees may include, depending on the type of connection, a Single Service Fee, Water Capacity Fee, or such other fees as set forth herein depending on the type of service. Fees are pursuant to the latest Board-adopted Fee Schedule.

- 2.8 CUSTOMER OR CONSUMER:** A P receiving water service from the District and/or obtaining water from the District's Public Water System.
- 2.9 DECLARATION OF RESTRICTIVE COVENANTS:** A document memorializing an agreement that conditionally authorizes and governs a property owner's encroachment on District property or property rights which is both recorded in the Office of the County Recorder and runs with the land.
- 2.10 DEVELOPMENT DEPOSIT ACCOUNT:** A restricted District account in which funds are deposited with the District by the developer or project applicant, which funds shall be (a) applied to the District's costs of processing the project and (b) for the payment of fees set forth in the latest Board-adopted Fee Schedule. Developer deposits shall be in an amount determined by the District in its sole discretion. Additional deposits may be required by the District upon substantial depletion of the original deposit.
- 2.11 DISTRICT:** The Yorba Linda Water District, a public agency, created and operating under authority of Division 12 of the California Water Code.
- 2.12 EASEMENT:** A property right for the District to use, and/or enter onto, the real property of another to, among other things, access, install, construct, reconstruct, remove, inspect, operate, maintain, repair, replace, improve, or relocate District facilities and/or improvements such as Meters and pipelines.
- 2.13 EMPLOYEE:** Any person employed by the District to perform work and labor for the District, excluding contractors, consultants, and their employees.
- 2.14 FEE SCHEDULE (WATER DEVELOPMENT AND CUSTOMER SERVICE FEES):** The most recently Board-adopted Resolutions establishing water development and customer service fees and water rates and charges..
- 2.15 FIRE HYDRANT(S):** Connections to the District's Public Water System through a device, usually at street level, for the primary purpose of fire suppression and the occasional purpose of temporary construction as set forth herein.
- 2.16 GENERAL MANAGER:** The person (or their designee / authorized representative) hired or appointed by the Board of Directors as the executive officer of the District.
- 2.17 MAIN (DISTRIBUTION MAIN):** Distribution pipeline located in streets, highways, District Easements, and/or public ways or private rights-of-ways, which are used to serve District Customers.
- 2.18 METER:** Water use measuring device approved and installed by, or at the direction of, the District.
- 2.19 MWDSC:** Metropolitan Water District of Southern California.
- 2.20 MWDOC:** Municipal Water District of Orange County.
- 2.21 OCWD:** Orange County Water District.

- 2.22 OFFSITE FACILITIES:** Facilities including but not limited to water Mains, wells, reservoirs, booster pump stations, Fire Hydrants, vaults, valves, connections, supply interties, treatment facilities, and other appurtenances and property up to and including the Meter or point of connection with the Customer's facilities. Offsite Facilities are owned and maintained by the District.
- 2.23 ONSITE FACILITIES:** Facilities including but not limited to residential, commercial, and industrial building water systems. For water service, the Onsite Facilities shall be those downstream of the Service Connection, which shall normally be the downstream end of the Meter. For fire service, the Onsite Facilities shall be immediately downstream from the isolation valve connected to the existing water Main. Onsite Facilities are owned and maintained by the Customer.
- 2.24 PERSON:** An individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.
- 2.25 POTABLE WATER:** Water treated to the standards of Title 22 of the California Code of Regulations.
- 2.26 PREMISE:** Any and all areas on a Customer's property which is served, or has the potential to be served, by the District's Public Water System.
- 2.27 PRIVATE SEWER SYSTEM:** Includes septic tank system, cesspool, seepage pit, leach/drain field, or other sewer disposal system appurtenance(s). Private sewer Systems are subject to other jurisdiction requirements and are neither owned, operated nor maintained by the District.
- 2.28 PUBLIC WATER SYSTEM:** A system of District-owned pipes or other constructed conveyances that convey Potable Water either to fifteen (15) or more Service Connections or an average of 25 individuals daily at least 60 days out of the year.
- 2.29 QUITCLAIM:** A release by the grantor, or conveyor of the deed (typically the District), of any interest the grantor may have in the property described in the deed.
- 2.30 RAW WATER:** Non-potable untreated water, used exclusively for outdoor commercial/landscaping uses such as golf course irrigation, outdoor commercial/industrial uses, dust control, or construction grading. Raw Water may be supplied by the District from its groundwater production facilities or purchased from MWDSC through the District.
- 2.31 SERVICE CONNECTION:** This includes the pipe, tapping connection, valves, Meter, and other facilities by means of which water is conveyed from the District's water Main to the outlet side of the Meter and the beginning of the Customer's pipe.
- 2.32 SEWER SERVICE:** The connection of a private sewer line (lateral) into the District's sanitary sewer system.
- 2.33 SHALL/MAY:** "shall" is mandatory, "may" is permissive.

- 2.34 SPECIFICATIONS:** Design sheets and written details for construction of water facilities within the District, which design sheets and written details are approved by the District and shown in sufficient detail so that the facilities can be constructed.
- 2.35 TEMPORARY CONSTRUCTION METERS:** Water use measuring devices with Approved Backflow Prevention Devices attached, which are installed on Fire Hydrants by the District to provide temporary water service for construction or related purposes during a period of actual construction under an active building permit issued by a city or the County of Orange.
- 2.36 TERMS AND CONDITIONS:** A document produced by the District setting forth the terms and conditions for the provision of water service to new developments or modifications to existing developments.
- 2.37 TRAFFIC RATED METER BOX:** A meter box that will withstand traffic load forces of 16,000 pounds per wheel, as defined by the American Association of State Highway and Transportation Officials.
- 2.38 TRANSMISSION MAIN:** A water pipe, typically large in diameter, that delivers water to an Offsite Facility or between facilities and pressure zones.
- 2.39 UNDERGROUND SERVICE ALERT:** "USA" is an information center that notifies its members of impending excavation at or near their underground installations. California law makes it mandatory for all those who plan to do any digging or excavating to inform a regional notification center such as USA at least two days in advance. USA can be contacted at 1-800-422-4133.
- 2.40 WATER CAPACITY FEE:** A fee imposed by the District for: (a) District water facilities in existence at the time the fee is imposed; or (b) new District water facilities to be acquired or constructed in the future that are of proportional benefit to the Person or property being charged. This includes supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the District involving capital expense relating to a Customer's use of existing District facilities as set forth in California Government Code Section 66013(b)(5).

SECTION 3. SERVICE CONNECTIONS

- 3.1 APPLICATION FOR SINGLE SERVICE CONNECTION:** An application for a single Service Connection shall be made at the District office. The applicant shall specify the property to be served and the purpose for which the water is to be used. Upon review and approval of the application, the District reserves the right to determine the final connection and Meter size (minimum 1-inch meter and service line). The applicant shall be charged for the installation and material costs pertaining to the Service Connection pursuant to the latest Board-adopted Fee Schedule. The information supplied by the applicant in such application shall be considered as authoritative and final. If any error in such application, from information provided by the applicant, causes the installation of a Service Connection that is improper in size or location, the cost of all changes required shall be borne by the applicant. Billing for water service shall commence once the Service Connection is installed, and approved for use, by the District.

- 3.2 FIRE PROTECTION SERVICE LINES:** These lines are water service lines dedicated to onsite fire suppression systems. Application, Terms and Conditions, and a 'water development deposit' are required to establish a Fire Protection Service Line.
- 3.3 SEWER SERVICE OR PRIVATE SEWER SYSTEM:** Water service may not be established or maintained, subject to state law, unless compliance with the District's Rules and Regulations District for Sewer Service and with the applicable jurisdiction's requirements for the Private Sewer System are demonstrated.
- 3.4 SERVICES TO SEPARATE PARCELS:** Each house or building on separate parcels must be provided with its own Service Connection(s). A separate Service Connection must be installed for each building, subject to California law governing water service to ADUs.
- 3.5 NUMBER OF BUILDINGS ON SINGLE SERVICE:** The District reserves the right to limit the number of houses, buildings, area of land, and living or business quarters, to be supplied by one (1) Service Connection, subject to California law regarding ADUs.
- 3.6 SERVICE OWNERSHIP WHEN PROPERTY IS SUBDIVIDED:** When property provided with a single Service Connection is subdivided, the Service Connection shall be considered as belonging to: (a) the lot or parcel of land which it directly enters; or (b) the property which is first served in the event the Customer's pipe crosses other property to reach the property to be served. The District shall require new developments, or structures, within the subdivided lots, requiring Potable Water service, to install a separate Service Connection(s) at the property owner's expense.
- 3.7 SERVICE CONNECTION SUPPLYING DIFFERENT/ADJOINING PROPERTY:** A Service Connection shall not at any time be used to supply water to a property other than the property in the applicable application (described in Section 2.1 above) on file with the District.
- 3.8 SINGLE WATER SERVICE CONNECTION:** Developments within one (1) lot shall apply for a Single Water Connection Application and Permit with a Service Connection to that lot and a separate Service Connection to each additional (more than one (1)) habitable dwelling unit thereon, including ADUs to the extent permitted by California law.
- 3.9 DEVELOPMENT AGREEMENT PROJECTS:** Developments with two (2) or more lots shall apply for Terms and Conditions and enter into a development agreement with the District. A Development Deposit Account shall be established with the District pursuant to the latest Board-adopted Fee Schedule. Separate Service Connections shall be required for (a) each lot and (b) new development with both a primary dwelling unit and an Accessory Dwelling Unit to the extent permitted by California law. Water Capacity Fees shall be calculated for each dwelling unit individually to the extent permitted by California law and pursuant to the latest Board-adopted Fee Schedule.
- COMPLIANCE WITH HOUSING ELEMENT REQUIREMENTS:** In accordance with California Government Code Section 65589.7(b), the District shall adopt written policies and procedures for the provision of water and sewer service, which shall include granting priority for the provision of water and sewer service to proposed developments that include affordable housing (refer to Section 10). [California Government Code Section 65589.7(a).]

SECTION 4. FEES AND CHARGES FOR NEW SERVICE CONNECTIONS

Pursuant to the latest Board-adopted Fee Schedule, the District shall collect the following fees at the time of application:

4.1 METER CONNECTION FEE: Each applicant for a new Service Connection shall pay the District the applicable Meter Connection Fees pursuant to the latest Board-adopted Fee Schedule.

4.1.1 METERS UP TO 2 INCHES: The minimum Meter size for new water Service Connections is one (1) inch.

4.1.2 METERS LARGER THAN 2 INCHES: Meters larger than two (2) inches shall be installed for a sum equal to the District's actual cost. The District shall estimate the cost of such installation and the applicant shall pay such estimated cost to the District before the Meter is installed. Should payment of the estimated cost be insufficient to cover the total expense for installation of the Meter, the remaining balance shall be paid by the applicant before the Service Connection is approved for use. If the estimated cost exceeds the cost of installation of the Meter, any excess payment shall be returned to the applicant within 60 days.

4.1.3 TRAFFIC RATED METER BOX: For Meters of any size, a Traffic Rated Meter Box and lid shall be required for Meter placements where, in the District's sole opinion, the box and lid will be subjected to vehicle traffic, e.g. in driveways or parking lots. The extra cost, if any, for a Traffic Rated Meter Box, lid, and if also required, a downstream shutoff valve shall be paid by the Customer to the District.

4.1.4 AMI METERS: The District requires the installation of AMI Meters. The fee for AMI Meters shall be pursuant to the latest Board-adopted Fee Schedule.

4.2 TEMPORARY CONSTRUCTION METERS: When a Temporary Construction Meter is requested, and service can be provided by a standard Fire Hydrant type of construction Meter with an Approved Backflow Prevention Device, the applicant shall deposit the amount of funds pursuant to the latest Board-adopted Fee Schedule. For any temporary service other than a Fire Hydrant type of construction Meter, the applicant shall be responsible for installation and removal of all pipes, valves, fittings, appurtenances, and Backflow prevention device required for installation of a non-standard Fire Hydrant Temporary Construction Meter, the type and design of which is subject to District approval in its sole discretion. A separate fee, pursuant to the latest Board-adopted Fee Schedule, shall apply for movement or relocation of the Temporary Construction Meter to a new location. Construction Meters issued shall be used in conjunction with the attached and approved applicant provided portable Reduced Pressure Principle Backflow Prevention device (RP) in accordance with the latest adopted State of California Administrative Code, Title 17. The Temporary Construction Meter shall be secured by District staff with a District-provided chain and lock at a location approved by District staff. Relocation, if any, of the Temporary Construction Meter will be done by District staff. Tampering with a Temporary Construction Meter shall result in the immediate removal of the Temporary Construction Meter by the District and the assessment of all applicable penalties for tampering with a water system device pursuant to the latest Board-adopted Fee Schedule.

- 4.2.1** When use of the Temporary Construction Meter is completed, the applicant shall notify District staff to remove the Temporary Construction Meter from the Fire Hydrant or other installation site. District staff shall then assess the condition of the Temporary Construction Meter and the Fire Hydrant (or other installation site) and the Customer shall be responsible for any rehabilitation costs of either the Temporary Construction Meter or the Fire Hydrant. If there is no damage to the Temporary Construction Meter or the Fire Hydrant, District shall prepare the final bill and net the initial deposit amount against the amount due. Should there be damage to the Temporary Construction Meter, District staff shall notify and inform the applicant of: (a) the damage and the cost to repair or replace the Temporary Construction Meter; and (b) the amount of the applicant's final bill. If the balance due exceeds the amount on deposit, the Customer must pay the difference. If the amount of deposit exceeds the balance due, then the deposit balance shall be refunded to the Customer.
- 4.2.2** Temporary Construction Meters are permitted only for a limited duration during a period of actual construction under an active building/construction permit or on a case-by-case basis at the request of other public agencies and/or utilities providing service within the District service area. Water received through a Temporary Construction Meter shall be used only within the service area boundaries of the District and may not be exported outside such boundaries for any purpose. Water received from a Temporary Construction Meter may only be used for purposes directly related to the active construction and may not be resold, redirected for another use, used for any permanent purpose that would ordinarily require a Service Connection, or used for any commercial purpose. Since a Temporary Construction Meter renders the Fire Hydrant unusable for fire suppression in many cases, the District shall limit the duration of use of a Temporary Construction Meter as much as possible. Temporary Construction Meters shall be tested by District at the time of installation.
- 4.3** **ADDITIONAL SERVICE FEES:** To the extent that any additional service fees apply to a particular application, they shall be assessed pursuant to the latest Board-adopted Fee Schedule.
- 4.3.1** **SINGLE SERVICE FEE:** A single service fee shall be imposed on a Service Connection, to a single lot where the water Main already exists. The single service fee shall be pursuant to the latest Board-adopted Fee Schedule.
- 4.3.2** **WATER CAPACITY FEE:** This is commonly referred to as the Customer's "buy-in" to the District's Public Water System. The amount of the fee is provided in the latest Board-adopted Fee Schedule. A Water Capacity Fee shall be charged (a) for all new Service Connections and/or (b) when a Meter is upsized. The Water Capacity Fee for (b) will be the difference between the Water Capacity Fee for the original Meter and the larger Meter. The District will not return of Water Capacity Fee for downsizing a Meter.
- 4.4** **INSTALLATION BY APPLICANT:** The applicant shall be responsible for installation costs of all pipe, valves, fittings, Fire Hydrants, service lines and appurtenances required to obtain water service from the District. District staff shall install the Meter.

- 4.4.1 INDEMNIFICATION:** Applicant shall indemnify and hold the District, its Directors, officers, District Consultants and Contractors, and Employees harmless from any loss or damage that may arise from installation of the water facilities. All materials and installation shall conform to the District's Specifications and shall be subject to the inspection and acceptance by the District.
- 4.5 WATER RATES:** All water rates shall be charged and collected monthly or annually pursuant to the latest Board-adopted Water Rates Resolution.
- 4.5.1 POTABLE WATER:** Potable Water shall be billed at the current rate for treated water in accordance with the latest Board-adopted Water Rates Resolution.
- 4.5.2 PERMANENT UNTREATED WATER SERVICE (RAW WATER):** Permanent untreated water service is only available in accordance with the latest adopted terms and conditions for "untreated full" water service as adopted by MWDOC. To qualify for this class of water, the Customer shall: (a) pay all costs to connect to MWDOC's untreated water supply; (b) own and operate their own, independent, water system that is completely separate and apart from the District's Public Water System; (c) comply with the latest adopted version of the District's Water Rules and Regulations, including any Water Management Programs; and (d) implement all reasonable and available reliable water use efficiency methods, as determined by the District.
- 4.5.3 RAW WATER FROM GROUNDWATER SOURCES:** Raw Water from groundwater sources shall be billed at the current rate for treated water in accordance with the latest adopted Water Rates Resolution.
- 4.6 TEMPORARY WATER SERVICE (IN CONJUNCTION WITH A TEMPORARY CONSTRUCTION METER):** Application shall be made to the District for temporary water service desired by licensed contractors/municipalities/utilities providing service within the District service area for water to be used within the District's service area for limited, temporary needs, such as street rehabilitation work. Upon receipt of a completed application and payment of the applicable Temporary Construction Meter deposit, a Temporary Construction Meter shall be made available for use. The deposit shall be pursuant to the latest Board-adopted Fee Schedule. At the request of the applicant, the Temporary Construction Meter may be moved to a new location by District staff only. The fee for movement of the Temporary Construction Meter shall be pursuant to the latest Board-adopted Fee Schedule. Applicants on file shall receive a monthly invoice for the rental of the Temporary Construction Meter and metered water usage at the rates prescribed in the District's latest Board-approved Resolution Setting Water Rates. Unauthorized and unmetered water usage and tampering with Potable Water facilities is a Federal offense in accordance with U S Code Title 42 Section 300i-1 and a State offense under California Penal Code Section 498. All other penalties set forth elsewhere herein apply to any tampering with devices or theft of water. The application for temporary service may be denied (a) in the event of water shortage, water rationing, or a general emergency, or (b) in the determination of the District, the setting of a Meter is impracticable or uneconomical.
- 4.7 TEMPORARY UNTREATED WATER (RAW WATER) SERVICE:** Application shall be made to the District for all temporary Raw Water received directly through MWDOC and

the MWDOC for construction only. The fee for temporary Raw Water shall be pursuant to the latest Board-adopted Fee Schedule.

- 4.8 PRIVATE FIRE SERVICE RATES:** The monthly rates for private fire service protection shall be pursuant to the latest adopted Fee Schedule
- 4.9 PRIVATE FIRE PROTECTION:** The applicant shall furnish and install all piping, valves, regulators, appendages, fire detector check (commercial applications) Backflow prevention devices, and/or other approved devices, in accordance with the latest Specifications, and in accordance with the Backflow Prevention Program section below. The bypass Meter and line shall be specified by the District.
- 4.10 CHANGE OF METER LOCATION:** Any Person desiring to change the location of a Service Connection/Meter, which has already been installed, shall make application to the District. The District, in its sole discretion, may approve or deny the application. Should the District approve the application, the District shall relocate the Meter as requested upon the applicant's payment in advance for all estimated costs of labor (fully burdened) and materials. Should the estimate of costs be greater than the actual cost, a refund shall be issued to the applicant. However, should the estimate of costs not cover the actual costs, the applicant shall be notified and invoiced for the amount due to the District.
- 4.11 CHANGE OF FIRE HYDRANT OR AIR VACUUM/AIR RELEASE VALVE LOCATION:** Fire Hydrants and air vacuum/air release valves shall be installed in the location specified by the District. If a Person desires a change in the size, type, or location of such Fire Hydrants or air vacuum/air release valves, they shall file a written application with the District and comply with these Rules and Regulations. Any change in the location of a Fire Hydrant or air vacuum/air release valve must be approved by the District and must not adversely impact surrounding properties or the operation of the District's Public Water System. New or replaced Fire Hydrants shall be wet barrel type; newly installed or replaced dry barrel Fire Hydrants are not permitted. All costs associated with relocation shall be borne by the requesting Person.

SECTION 5. BILLING PROCEDURES

- 5.1 GENERAL:** All accounts are billed at monthly intervals. Applicants desiring to establish water service shall make applications for water service with District office during regular business hours. The District accepts applications for service verbally, via the telephone, or in person. The applicant shall be required to provide the following information per account:
- 5.1.1** Name of applicant(s) (Indicate whether owner or tenant).
- 5.1.2** Each applicant's Social Security number, valid state issued driver's license number, and date of birth.
- 5.1.3** Date service is required.
- 5.1.4** Address of service location.

- 5.1.5** Applicant's mailing address, email address, and customer authorized telephone number(s).
 - 5.1.6** Commercial accounts shall provide adequate business documentation such as federal Employer Identification Number (EIN), business license, Dunn & Bradstreet identifier, and/or the personal data of the business owner as the District, in its sole discretion, deems reasonable for the establishment of a commercial account.
 - 5.1.7** Other information as the District may reasonably require.
- 5.2 NEW ACCOUNT SETUP FEE:** The District shall charge a new account setup fee for any service or services established at a service location. The new account setup fee is assessed each time an account is opened, including a turn on of water service, a change in residents, a change in property or business ownership, or a change of name, among other events, which requires opening a new account.
 - 5.2.1** Twenty-four (24) hour notification is required for all service requests. The service request shall be processed and scheduled. If the request for service is made less than 24 hours prior, a service fee(s) may be assessed. All fees are pursuant to the latest Board-adopted Fee Schedule.
 - 5.2.2** Applicants who contact the District after normal business hours to turn on water service without an active application shall be assessed an after-hours fee and are required to complete an application as stated above and meet all requirements for the establishment of service by the next regular business day or the District may suspend water service until such requirements are met. The charge for service calls of District representatives for the purpose of reestablishment of water service, after normal business hours and on holidays, shall be pursuant to the latest Board-adopted Fee Schedule. This provision does NOT apply to reestablishing service that has been disconnected or suspended due to non-payment, which is instead described in the District's Policy for Discontinuation of Residential Water Service for Nonpayment in accordance with Senate Bill No. 998.
- 5.3 WATER BILLS, BILLING PERIOD, DUE DATES, AND ADDITIONAL SERVICES:** The billing period, charges for additional services, and required deposits are as follows:
 - 5.3.1 BILLING PERIOD:** This is to be based on monthly Meter reads, normally between 28 and 35 days apart. All invoices are due and payable upon mailing and shall become delinquent if not paid within 27 days from the Billing Date.
 - 5.3.1.1.** If, due to reasons beyond the District's control, the District is unable to read the customer's Meter on the scheduled reading date, the District may bill the Customer for estimated consumption during the billing period and make any necessary corrections once the Meter is read. Estimated consumption shall be calculated based on the Customer's prior usage history and seasonal changes.

- 5.3.1.2.** Customers who are enrolled in online bill presentment are notified via email or text (SMS/MMS) when their bill is ready to view. It is the Customer's responsibility to view their emails, keep their account profile updated, and provide a current email address. The District is not responsible for notifying the Customer of rejected email or text (SMS/MMS) deliveries.
- 5.3.1.3.** District accepts cash, cashier's check, money order, personal check, business check, credit card, or electronic forms of payments. Enhanced online services are offered by the District through its enhanced online payment system.
- 5.3.1.4.** All returned forms of payment shall be considered as non-payment and subject to a returned payment fee. The District shall deliver notification of the returned item to the service location, requiring that payment of the full value of the item, along with the returned item fee and deposit, if required, be made within five (5) days from the date of the notice. If payment is not received by the due date specified on the returned item notice, the account shall be subject to disconnection of service in addition to all applicable disconnection fees in accordance with the District's Policy for Discontinuation of Residential Water Service for Nonpayment. The referenced account shall be placed on a "cash only" (payment by cash, debit or credit card only) status upon notification from the banking institution of a third returned item within a consecutive 12-month period. The referenced account shall retain the "cash only" status for a period of one (1) full year (12 full months).
- 5.3.1.5.** The District shall apply all received payments to the oldest debt due.
- 5.3.1.6.** No two party checks are accepted.
- 5.3.2. DELINQUENT PAYMENTS:** An account shall be considered delinquent if payment of a water bill is not received by the 27th day from the Billing Date and a late payment fee (as set forth below) shall be immediately assessed on the past due amount. This fee shall be pursuant to the latest Board-adopted Fee Schedule. Payments dropped off after normal business hours, after the passing of the 27th day, shall be considered delinquent. As detailed in the District's Policy for Discontinuation of Residential Water Service for Nonpayment, accounts remaining unpaid 91 days from the Billing Date shall be subject to discontinuance of service. All bills are considered delivered after mailing via US Postal Service or Internet email and the District is not responsible for non-receipt or non-delivery. Any payment envelope received by the District without a payment enclosed or with an unsigned check, shall be considered as non-payment.
- 5.3.3. LATE PAYMENT FEE:** A charge equal to ten percent (10%) of current charges shall be levied against any account if payment is not received by the District on the 27th day from the Billing Date. Customers shall receive notification of levied late fee(s) and past due balances. The customer shall be provided with a 62-day written notice of delinquency and impending disconnection of service by mail. The notice shall be in conformance with Sections 116900 – 116926 of the California Health & Safety Code, which is known as the Water Shutoff Protection

Act (California Government Code Sections 60370 – 60375.5 and Senate Bill No. 998) and the District's Policy for Discontinuation of Residential Water Service for Nonpayment. The Policy is available on District's website at www.ylwd.com/sb998policy. The Policy and all written notices issued under the Policy are provided in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. Late fees may be waived at the discretion of District management, as a one-time courtesy, due to a life-changing event, within a 12-month period.

5.3.4. NOTICE OF DISCONTINUANCE (SHUT-OFF DUE TO NON-PAYMENT): Notice of discontinuance and termination of water service shall be in conformance with Sections 116900 – 116926 of the California Health & Safety Code, which is known as the Water Shutoff Protection Act (California Government Code Sections 60370 – 60375.5 and Senate Bill No. 998) and the District's Policy for Discontinuation of Residential Water Service for Nonpayment. The charge for this service shall be pursuant to the latest Board-adopted Fee Schedule.

5.3.5. AMORTIZATION OF UNPAID CHARGES: At the General Manager's discretion, a Customer's payment of their unpaid balance may be amortized in accordance with the District's Policy for Discontinuation of Residential Water Service for Nonpayment.

5.4 METER TESTING: Upon Customer request, a Meter may be tested to determine its accuracy. The Customer charge for testing the Meter for accuracy, either at the source or through an independent laboratory, after payment of all other outstanding charges, shall be pursuant to the latest Board-adopted Fee Schedule. Should the test find the Meter to be outside the limits of American Water Works Association standards, the charge of the test shall be credited back to the Customer account and a billing adjustment made on the next billing cycle, based on the Customer's average consumption for no more than twelve (12) months. Testing the Meter for accuracy may require an appointment.

5.5 DEPOSITS: All deposit requirements shall be in conformance with the latest California Public Utilities Code. Deposits may be required from each new or returning Customer pursuant to the latest Board-adopted Fee Schedule. A soft credit check shall be conducted to determine a deposit requirement and to validate the identity of the applicant. Any former Customer returning to the District and applying after a 6-month period shall be subject to a soft credit check. A deposit shall be required from a Customer account that holds a poor payment history with the District, which is defined as containing:

5.5.1 Three (3) or more delinquent payments within a 12-month period;

5.5.2 Two (2) or more non-sufficient funds (NSF) or ACH rejection fee occurrences within a 12-month period;

5.5.3 A single NSF or ACH rejection from a payment made on a delinquent account after a Notice of Discontinuance has been posted; or

5.5.4 A single shut-off.

- 5.6** New residential Customers who have no valid State of California or United States of America issued identification shall be required to pay the full amount of the deposit at the time of service application, either in cash or cashier's check only. A commercial or irrigation Customer shall be required to pay deposits based on Meter size. Deposits shall not bear interest. A deposit on file shall be refunded to the Customer's account after 12 months of continuous on-time payments. If the Customer's account is delinquent within the 12-month period, the District shall retain the deposit on hand and start a new 12-month period. If the District determines the applicant was a previous Customer of the District and their credit history dictates a deposit and any unpaid balances on prior account(s), the deposit shall be due and payable before service can be initiated. Such application signifies the applicant's willingness and intention to comply with all applicable District Water Rules and Regulations and to submit full payment of fees and charges on all subsequent Customer account billings that pertain to the location of service on record.
- 5.7 BILLING ERRORS:** If a billing error occurs in which the District is found to be at fault, the account may be adjusted accordingly, pursuant to the District's Claims Ordinance. If a billing error occurs and the Customer has been undercharged, or not charged at all, and the customer has a legal Service Connection, the District may collect up to 12 months of fees and charges upon notice to the Customer.
- 5.8 WATER THEFT, OBSTRUCTION, AND ENCROACHMENT:**
- 5.8.1 UNAUTHORIZED USE OF SERVICES:** Any Person using water services without an approved application for service and a proper Service Connection shall be held liable for all water delivered or taken and for any damages to District property, including, but not limited to locks and angle stops, and for any associated charges. In no event shall any Person have access to water service that has not been approved by the District. Tampering with District facilities is illegal in accordance with U S Code Title 42 Section 300i-1 and California Penal Code Section 498. Anyone engaged in the unauthorized use of services as set forth herein shall also be subject to all civil penalties, costs of remediation, and such other fees and costs that may apply pursuant to the latest Board-adopted Fee Schedule.
- 5.8.2 TAMPERING WITH WATER FACILITIES:** No Person shall, without the permission of the District, remove, change, disturb, or in any way tamper with or interfere with any of the facilities, apparatus, appliances, or property used or maintained for the production, storage, distribution or supply of water by the District to Consumers. Nor shall any Person without the permission of the District install any pipe, apparatus, appliance, or connection to any part of the District's Public Water System. Tampering with Meters, Fire Hydrants and other water service facilities is a criminal offense and may be subject to all civil penalties, actual costs of remediation, and such other fees and costs that may apply pursuant to the latest Board-adopted Fee Schedule.
- 5.8.3 OBSTRUCTING DISTRICT FACILITIES PROHIBITED:** No Person shall in any way restrict or obstruct access to District facilities which include, without limitation Meters, pipes, pumps, valves, Fire Hydrants, buildings, access points, air vacuum devices, pressure regulators, or any other equipment or facility connected to or in support of the District's Public Water System. If any Person

restricts or obstructs access to a District facility and does not provide District immediate access, the District reserves the right to remove obstruction by whatever means reasonably necessary and bill the customer for all costs associated with removal of the obstruction. Additionally, above ground structures, above ground landscaping, and any other above ground improvements, including a reduction or raising of grades over District facilities or Easements is prohibited without prior written consent of the District. Written consent shall include a Declaration of Restrictive Covenants.

5.8.4 EASEMENTS AND ENCROACHMENTS: It shall be the policy of the District to preserve and enforce its property rights, including its Easements, and to prohibit encroachment of its property or Easements. Please see the District's Encroachment Policy for more information.

5.8.5 ILLEGAL CONNECTIONS TO THE DISTRICT'S PUBLIC WATER SYSTEM: No individual shall connect to the District's Public Water System without application and District approval. Tampering with District facilities is illegal in accordance with U S Code Title 42 Section 300i-1 and California Penal Code Section 498. Additionally, anyone illegally connecting to the District's Public Water System shall also be subject to all civil penalties, actual costs of remediation, and such other fees and costs that may apply pursuant to the latest Board-adopted Fee Schedule.

5.8.6 TAMPERED LOCKS: The District may place a lock on a water Meter to prevent unauthorized use. A tampered lock shall result in a charge pursuant to the latest adopted Fee Schedule. Tampering with the locks is illegal in accordance with California Penal Code Section 498. Additionally, anyone tampering with a lock shall also be subject to all civil penalties, costs of remediation, and such other fees and costs that may apply pursuant to the latest Board-adopted Fee Schedule.

5.8.7 METER REMOVAL AND REPLACEMENT: The District may remove a Meter if it is used without authorization of the District. The charge for removal and resultant replacement, after payment of any other outstanding charges, shall be payable by the account holder pursuant to the latest Board-adopted Fee Schedule. Meter tampering is illegal in accordance with California Penal Code Section 498, additionally, anyone tampering with a lock shall also be subject to all civil penalties, costs of remediation, and such other fees and actual costs that may apply pursuant to the latest Board-adopted Fee Schedule.

4.

5.9 ONE-TIME ADJUSTMENT OF WATER BILL (ONSITE LEAKS)

5.9.1 A Customer request for a one-time adjustment to a water bill for units billed may be considered if it is determined that a water leak has been discovered on the Customer side of the Meter and the following conditions are met:

5.9.1.1 Proof of the repair of such leak must be provided;

- 5.9.1.2** YLWD staff has checked the Meter to ensure the read was accurate and that the average usage has been returned to normal for that period of the year; and
- 5.9.1.3** It has been at least five (5) years since a request for a one-time adjustment has occurred for the Customer connection in question.
- 5.9.2** If the conditions above are met, the General Manager may approve the adjustment pursuant to the following formula:
- 5.9.2.1** Determine what the Customer's bill would have been had the leak not occurred by averaging the Customer's normal usage trend;
- 5.9.2.2** Determine which water source was utilized (imported or groundwater) to serve our community for the billing period on the Customer's bill;
- 5.9.2.3** Calculate the extra water billed, in units (748 gallons per unit), which was above the Customer's determined average and charge the Customer utilizing the following rate:
- 5.9.2.3.1** For imported Water, the treated rate of the MWDSC (as identified in the Annual Operating Budget for the time period in question) shall be used to calculate the per unit cost;
- 5.9.2.3.2** For groundwater, the OCWD Replenishment Assessment and the treatment/energy charge (as identified in the Annual Operating Budget for the time period in question) shall be used to calculate the per unit cost.
- 5.9.2.4** The Customer shall be charged the actual cost, above their average usage, for the number of units consumed and measured by the bill.
- 5.9.3** Any potential assessed penalties or fees which may have accrued during this process shall be waived provided the adjustment is sought and offered within 30 days from which the billing in question has been received. All decisions of the General Manager may be appealed to the Board of Directors by filing a written notice of appeal with the Board Secretary at bodsecretary@ylwd.com within 30 days from receipt of the General Manager's decision. The decision of the General Manager or the Board, whichever is applicable, shall be conclusive and final.
- 5.9.4** Filling of swimming pools is specifically excluded from consideration of a one-time adjustment to a water bill.

- 6.1** Section 5 shall only apply to Customer connections.
- 6.1.1. FAILURE TO PAY “FINAL BILL” PROCESS:** Under the authority of California Government Code Section 12419.8, any unpaid balance due on a closed account, beyond the due date, where the amount is delinquent unsecured

property taxes on which a certificate of lien has been recorded with the County Recorder pursuant to Section 2191.3 of the Revenue and Taxation Code, may be submitted to 3rd party collection agency and/or the Franchise Tax Board for interagency intercept collection.

6.1.2. CHANGE OF ADDRESS: Failure to receive mail shall not be recognized as a valid excuse for failure to pay water service charge(s) when due. Change in occupancy of property supplied with District water and/or changes in mailing addresses of Customers must be filed at the District office, in writing, by fax, mail, or online, as available.

6.1.3. METER FAILURE: If a Meter fails to register during any period or is suspected to have registered inaccurately, the Consumer shall be charged an estimated consumption calculated based on the Consumer's prior usage history and seasonal changes. The Meter shall be replaced or repaired as determined by the District in its sole discretion.

SECTION 7. WATER USAGE REGULATED

7.1 SUPPLYING ANOTHER PERSON/LOCATION: Water supplied through a Service Connection shall only be used on the Premises served by the Service Connection and shall not be supplied to any residence or business other than those located on the Customer's own Premises.

7.2 IRRIGATION, SPRINKLING, ETC.: The use of water for irrigation, sprinkling, wetting, construction, or industrial uses shall be restricted if and when such use is contrary to the public safety or welfare, or during mandatory water conservation drought conditions, as determined by the District.

7.3 SHUTTING OFF WATER FOR REPAIRS: The District reserves the right to shut off water in its Mains without notice to make repairs or for any other purpose deemed necessary. The District shall not be responsible for any damages which may occur due to water shut-offs. The owner and/or Consumer shall be conclusively presumed to have taken all necessary precautions in compliance with the building and plumbing codes in anticipation of emergency shut-offs. Where a planned shut-off is made every effort shall be made by the District to notify the Customers.

7.4 WATER PRESSURES: The District shall endeavor to maintain such pressures as recommended by State Water Resources Control Board, Division of Drinking Water Title 22 California Code of Regulations (normally 20 to 80 psi). If any Consumer deems that pressures are inadequate, the Consumer shall furnish at their own expense, devices necessary to boost the pressure for their Premises. If the Customer chooses to add a booster type device, the District shall require compliance with the Backflow Prevention Program section of these rules. If water pressures are in excess of any Consumer's requirements, it shall be the responsibility of such water Consumer to install such devices on their own Premises to protect their plumbing and/or to reduce the pressure.

SECTION 8. MAINS, METERS, FIRE HYDRANTS AND MISCELLANEOUS

8.1 CHANGES AND/OR DAMAGES TO MAINS AND FITTINGS: Any street improvements that will cause the relocation of existing water Mains, fittings, Meters or other water equipment must have the approval of the District. The District shall be given a written notice, a minimum of ten (10) working days, prior to start of construction of the approved project. Any changes which are required or any damages which may occur to such Mains, fittings, Meters or other water equipment without fault or negligence of the District shall be chargeable to the person or agency requiring said work to be done. Any underground digging shall be in conformance with the Underground Service Alert.

8.2 SHUT-OFF VALVES: All shut-off valves and angle stops are for use of the District. Such shut-off valves or angle stops shall not be used or altered in any way or manipulated by the Consumer except in extreme emergencies. A valve shall be installed immediately downstream from the water Meter and in accordance with the latest District Standards W-1 and W-2. Irrigation Service Connections are excepted.

8.2.1 BACKFLOW DEVICE MONITORING FEE: For each Service Connection where a Backflow device is required pursuant to these Rules and Regulations, a "Backflow device Monitoring fee" shall be imposed. The fee shall be levied pursuant to the latest Board-adopted Fee Schedule and shall be included on the Customer's water bill.

8.3 METERS:

8.3.1 SIZING METERS: The District shall determine the size of the Meter required. Where service conditions change, the District shall, through the General Manager and at the District's discretion, install a Meter of proper size to meet the changed conditions. The District shall then bill or refund the Customer as required.

8.3.2 RIGHT TO METER: The District reserves the right to Meter any service and apply the latest Board-adopted established rates.

8.3.3 SEALING METERS: All Meters shall be sealed by the District and no seal shall be altered or broken except by one of its authorized Employees or agents.

8.4 CHANGE OF METER:

8.4.1 CHANGE IN SIZE OF METER: Meter resizing shall be in accordance with: (a) the latest Meter Sizing Resolution; (b) the latest adopted version of the District's Policies and Procedures; and (c) Elective Water Meter Resizing Policy. The minimum size Meter is 1-inch.

8.4.2 CURRENT COST OF METER: The current cost of a Meter as used above shall be pursuant to the latest Board-adopted Fee Schedule.

8.4.3 CHANGE OF METERS WHERE CHANGE OF SERVICE LINE IS REQUIRED: If the change of Meter, either an increase or decrease in size, requires a change in

service line size, it shall be the Consumer's responsibility to construct the new service line.

- 8.5 METERS, PROPERTY OF DISTRICT:** All water services and water Meters installed or required to be installed by the District shall remain at all times the property of the District and shall be maintained, repaired, and renewed by the District when rendered unserviceable by normal wear and tear. Where replacements, repair, or adjustments of any Meter are caused by: (a) an act of malice or neglect of the Consumer or Person on the Consumer's property; or (b) any malfunction of any appliance, equipment or operation on the Consumers property, such replacement, repair, or adjustment shall be charged to and paid by such Consumer to the District on presentation of a bill therefore. If such bill is not paid, the Meter shall be shut off from such Premises and shall not be turned on again until all charges are paid.
- 8.6 METER LOCATION:** All Meters of the District shall be: (a) placed at the curb line of the street, or near the property line in alleys, or as close to the water Main in all other cases whenever and wherever practicable; and (b) protected and maintained as a part of the operation of the District. In its sole discretion, the District may relocate any Meter . Where the District, in its sole discretion, determines that a Meter must be placed upon a Customer's private Premises, the District (a) may do so as a condition of providing or continuing to provide water service, and (b) will require an Easement on the Customer's private Premises as described next.
- 8.7 METERS INSIDE PREMISES:** Where a water Meter is placed inside the Premises of a Customer, Customer shall grant the District an Easement on the Customer's private Premises so the District can access, operate, maintain, repair, and replace the Meter. The Easement shall be as close as possible to the public right-of-way and accessible at all times to District staff (i.e. not within a gated or inaccessible location). If the Customer fails to grant such an Easement, the District, in its sole discretion, may remove the Meter and withhold service. Meters shall not be located inside any structure, home, or building.
- 8.8 CUSTOMER'S RESPONSIBILITY:** The Customer, not the District, shall not be responsible for any: (a) damage to person or property arising from any leakage, breakage, or seepage from, or accident or damage to any Meter or pipe placed inside any private Premises; (b) leakage, breakage, or seepage from any pipe placed between any Meter properly installed at the curb and the private Premises served thereby; or (c) damage, injury, or loss occasioned directly or indirectly by the existence of any Meter or pipe placed inside private Premises.
- 8.9 USE OF FIRE HYDRANTS:** Public Fire Hydrants shall be located, maintained, and repaired by the District. Any damage thereto by Persons other than representatives of the Fire Department or the District shall be a claim against the Person committing such damage and the District may take action to collect the costs to repair the damages. Fire Hydrants are provided primarily for the purpose of extinguishing fires and: (a) shall not be used otherwise unless provided for herein; and (b) shall be opened and used only by the District and Fire Department or such persons as may be authorized to do so by the Chief of the Fire Department or the General Manager of the District.
- 8.10 FIRE HYDRANTS, PERMIT FOR:** All unauthorized use of water through a Fire Hydrant is a violation of these Rules and Regulations. All Persons desiring to use water through

Fire Hydrants, or other hydrants owned or controlled by the District, are required to complete an application from the District for a Temporary Construction Meter permit and pay a deposit. The District shall issue no such permit to any Person who has violated any of the provisions of these Rules and Regulations or whose indebtedness to the District is delinquent. All such Persons having a permit for use of water from the Fire Hydrants shall use hydrant wrenches for the operation of such Fire Hydrants. The main valve of the Fire Hydrant shall be used only to: (a) turn the service on and off at the beginning and end of service from the Fire Hydrant; and (b) to turn the Fire Hydrant off at the end of each work day. The control valve and Meter shall be removed so as to leave the Fire Hydrant ready for use by the Fire Department during the night. The main valve shall be either completely open or closed at all times.

- 8.11 FIRE HYDRANTS, CANCELLATION OF PERMIT:** In its sole discretion, the District may cancel a permit for the use of water through the Fire Hydrants on evidence that the permit holder is or has violated the permit. Such cancellation shall be in writing delivered or mailed to the permit holder and shall be immediately effective and enforced.
- 8.12 OBSTRUCTING FIRE HYDRANTS:** No Person shall obstruct the access to any Fire Hydrant by placing around or thereon any stone, brick, lumber, dirt, or other material or willfully or carelessly injure the Fire Hydrant, or open or operate any Fire Hydrant, or draw or attempt to draw water therefrom, except when used with a District installed Temporary Construction Meter. Fire Hydrants must have a minimum clearance radius of five (5) feet.
- 8.13 NEW OR REPLACED FIRE HYDRANTS:** New or replaced Fire Hydrants shall be wet barrel type. Newly installed or replaced dry barrel fire hydrants are not permitted.

SECTION 9. BACKFLOW PREVENTION PROGRAM

9.1 DEFINITIONS OF TERMS

- 9.1.1 AIR-GAP SEPARATION:** A physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, in no case less than one (1) inch.
- 9.1.2 CONTAMINATION:** A degradation of the quality of Potable Water by any foreign substance which creates a hazard to public health or which may impair the usefulness of the Potable Water.
- 9.1.3 CROSS-CONNECTION:** Any unprotected (actual or potential) connection between the District's Public Water System and any non-Public Water System or source containing non-Potable Water. Examples of Cross-Connections include, but are not limited to, by-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which Backflow could occur.
- 9.1.4 DOUBLE CHECK VALVE ASSEMBLY:** An assembly of at least two (2) independently acting check valves including: (a) tightly closing shut-off valves on

each side of the check valve assembly; and (b) test cocks available for testing the water tightness of each check valve.

9.1.5 HEALTH AGENCY: The State Water Resources Control Board, Department of Drinking Water, or the county or city health authority with respect to a small water system.

9.1.6 RECLAIMED WATER: Wastewater which, as a result of treatment, is suitable for uses other than use as Potable Water.

9.1.7 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION DEVICE: A device incorporating: (a) two (2) or more check valves and an automatically operating differential relief valve located between the two (2) check valves; (b) a tightly closing shut-off valve on each side of the Double Check Valve Assembly; and (c) equipped with necessary test cocks for testing.

9.2 PURPOSE: The purpose of this Backflow Prevention Program ("Program") is: (a) to protect the District's Public Water System against actual or potential Cross-Connection by isolating within the Premises Contamination that may occur because of some undiscovered or unauthorized Cross-Connection on the Premises; (b) to eliminate existing connections between the District's Public Water Systems and other sources of non-Potable Water; (c) to eliminate Cross-Connections between Public Water Systems and sources of Contamination; (d) to prevent the making of Cross-Connections in the future. The purpose of this Program complies with the latest adopted State of California Administrative Code, Title 17, (Commencing with Section 7583) - Public Health entitled "Regulations Relating to Cross-Connections".

9.3 CROSS-CONNECTION PROTECTION REQUIREMENTS: It is unlawful for any Person at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever: (a) any Cross-Connection; or (b) any sanitary fixture or other appurtenances or fixtures, which by reason of their construction may cause or allow Backflow of water or other substances into the District's Public Water System and/or the service of water pipes or fixtures of any Customer.

9.3.1 GENERAL PROVISIONS:

9.3.1.1 Unprotected Cross-Connections with the District Public Water System are prohibited.

9.3.1.2 Whenever Backflow protection has been found necessary, the Customer shall install an Approved Backflow Prevention Device at the Customer's expense for continued services or before a new service shall be granted.

9.3.1.3 Whenever Backflow protection has been found necessary on a water supply line entering a Customer's Premises, then any and all water supply lines from the District's Mains entering such Premises, buildings or structures shall be protected by an Approved Backflow Prevention Device, which shall be installed in accordance with this Program.

- 9.3.1.4** Each time there is a change of Customer (either owner or tenant) on any commercial or industrial Premises, the new or previous owner or Customer shall notify the District immediately. The District shall then reassess the level of protection required. In addition, any alterations to existing Onsite Facilities that may affect the level of protection required must be reported immediately to the District. Failure to report shall result in termination of water service.
- 9.3.1.5** These provisions shall be in addition to and not in lieu of the controls and requirements of other regulatory agencies, such as Health Agencies. These provisions are intended to protect the District's Public Water System and are not intended to provide regulatory measures for the protection of Customers from hazards of Cross-Connections within their own Premises. Notwithstanding this Program, the District accepts no responsibility for Cross-Connections or resulting hazards or Contamination.

9.3.2 WHERE PROTECTION IS REQUIRED:

- 9.3.2.1** Each Service Connection from the District Public Water System to Premises having an auxiliary water supply, whose potability is not regulated by a Health Agency, shall be protected against Backflow of water from the Premises into the Public Water System unless the auxiliary water supply is both accepted as an additional source by the District and approved by the Health Agency having jurisdiction.
- 9.3.2.2** Each Service Connection from the District's Public Water System to any Premises on which any substance is handled in such fashion as may allow it to enter into the Public Water System shall be protected against Backflow of water from the Premises into the Public Water System. This shall include the handling of process waters and waters originating from the District's Public Water System, which have been subjected to deterioration in sanitary quality.
- 9.3.2.3** Approved Backflow Prevention Devices shall be installed on the Service Connection to any Premises having: (a) internal Cross-Connections that cannot be permanently corrected and controlled to the satisfaction of the Health Agency and the District; or (b) intricate plumbing and piping arrangements where entry to all portions of the Premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not Cross-Connections exist.

9.3.3 TYPE OF PROTECTION REQUIRED:

- 9.3.3.1** The type of protection that shall be provided to prevent Backflow into the District's Public Water System shall commensurate with the degree of hazard that exists on the Customer's Premises. The type of protective device that may be required (listing in an increasing level of protection) includes: (a) Double Check Valve Assembly (DC); (b) Reduced Pressure Principle Backflow Prevention Device (RP); and (c) an Air-Gap Separation (AG). The Customer may choose a higher level

of protection than required by the District. The minimum type of Backflow protection required to protect the District's Public Water System at the Customer's Service Connection to Premises with varying degrees of hazard are provided in Table 1 of the latest adopted State of California Administrative Code, Title 17. Additionally, two (2) or more Service Connections supplying water from different street Mains to the same building, structure, or Premises through which an inter-street Main flow may occur, shall have at least a standard check valve on each Service Connection to be located adjacent to and on the property side of the respective Meters. Such check valve shall not be considered adequate if Backflow protection is deemed necessary to protect the District's Mains from Contamination. In such cases, the installation of Approved Backflow Devices at such Service Connections shall be required. Situations that are not covered in Table 1 of the latest adopted State of California Administrative Code, Title 17, shall be evaluated on a case by case basis and the appropriate Backflow protection shall be determined by the District or Health Agency.

9.4 BACKFLOW PREVENTION DEVICES

9.4.1 APPROVED BACKFLOW PREVENTION DEVICES: Only Backflow prevention devices which have been approved by the District shall be acceptable for installation by a Customer connected to the District's Public Water System. The District shall provide, upon request, a list of Approved Backflow Prevention Devices.

9.4.2 BACKFLOW PREVENTION DEVICE INSTALLATION: Approved Backflow Prevention Devices shall be installed in a manner prescribed in Sections 7602 and 7603 of the Title 17 California Administrative Code. Per District standard drawings, location of the Approved Backflow Prevention Devices should be as close as practical to the Customer's Service Connection and shall be installed above-grade in a manner where it is readily accessible for testing and maintenance. The District shall have the final authority in determining the required location of an Approved Backflow Prevention Device. All Approved Backflow Prevention Device installations shall be in accordance with the District Standard Specifications for Construction of Water Mains, latest edition. Maintenance and repair of Approved Backflow Prevention Devices are the responsibility of the Customer and not the District.

9.4.3 APPROVED BACKFLOW PREVENTION DEVICE TESTING AND MAINTENANCE:

9.4.3.1 The owners of any Premises on which, or on account of which, Backflow prevention devices are installed shall have the devices tested by a Person who has demonstrated their competency in testing of these Backflow prevention Devices to the District. Backflow prevention devices must be tested at least annually and immediately after installation, relocation, or repair. The District may require a more frequent testing schedule if it is determined to be necessary. No Backflow prevention device shall be placed back in service unless it is functioning as required. A report in a form acceptable to the District

shall be filed with the District each time a Backflow prevention device is tested, relocated, or repaired. These Backflow prevention devices shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the Customer.

9.4.3.2 The District shall supply affected Customers with a list of Persons acceptable to the District to test Backflow prevention devices. The District shall notify affected Customers by mail when annual testing of a Backflow prevention device is needed and also supply Customers with the necessary forms which must be filled out each time a Backflow prevention device is tested or repaired.

9.4.3.3 The District may randomly test Backflow prevention devices at no cost to the Customer. This testing shall in no way relieve the Customer from responsibility for maintaining functional Backflow prevention devices but shall serve to help assure that the Program is serving its intended purpose.

9.4.4 BACKFLOW PREVENTION DEVICE REMOVAL: Approval must be obtained from the District before a Backflow prevention device is removed, relocated, or replaced.

9.4.4.1 REMOVAL: The use of a Backflow prevention device may be discontinued and the Backflow prevention device removed from service upon presentation of sufficient evidence to the District to verify that a hazard no longer exists or is not likely to be created in the future.

9.4.4.2 RELOCATION: A Backflow prevention device may be relocated following confirmation by the District that the relocation will continue to provide the required protection and satisfy installation requirements. A retest shall be required following the relocation of the Backflow prevention device.

9.4.4.3 REPAIR: A Backflow prevention device may be removed for repair, provided the water use is either: (a) discontinued until repair is completed and the Backflow prevention device is returned to service; or (b) the Service Connection is equipped with other Backflow protection approved by the District. A retest shall be required following the repair of the Backflow prevention device.

9.4.4.4 REPLACEMENT: A Backflow prevention device may be removed and replaced provided the water use is discontinued until the replacement device is installed. All replacement devices must be approved by the District and must be commensurate with the degree of hazard involved. A device that is located in a below grade vault, which has failed certification and parts for repairs are no longer available, shall be replaced and relocated above grade and the vault abandoned in accordance with District standard drawings W-16 and W-16A.

9.4.4.5 EXISTING ASSEMBLY: If an assembly in service is not an Approved Backflow Prevention Device based on the latest standards, but was approved when installed, it may remain in service, provided it functions properly and passes testing. An assembly not recognized as an Approved Backflow Prevention Device shall be removed and replaced with a currently Approved Backflow Prevention Device.

9.4.5 USER SUPERVISOR: At each Premise, where it is necessary, in the opinion of the District, a user supervisor shall be designated by and at the expense of the Customer. This user supervisor shall be responsible for the monitoring of the Backflow prevention devices and for the avoidance of Cross Connections. In the event of Contamination of the Public Water System due to a Cross-Connection on the Premises, the District shall be promptly notified by the user supervisor so that appropriate measures may be taken to remedy the Contamination. The Customer shall inform the District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs, in accordance with Title-17 Public Health, California Administrative Code.

9.5 ADMINISTRATIVE PROCEDURES

9.5.1 WATER SYSTEM SURVEY:

9.5.1.1 The District shall review all requests for new services to determine if Backflow protection is needed. Specifications must be submitted to the District upon request for review of possible Cross-Connection Contamination as a condition of service for new Service Connections. If it is determined that an Approved Backflow Prevention Device is necessary to protect the Public Water System, the required Approved Backflow Prevention Device must be installed before service shall be granted.

9.5.1.2 On-Premise inspection to evaluate possible Cross-Connection Contamination is a requirement under Title-17 Public Health, California Administrative Code, regulations relating to Cross Connections, Section 7584 (b), (c), and (d). The District shall transmit a written notice requesting an inspection appointment to each affected Customer. Any Customer which cannot or will not allow an on-Premise inspection of their auxiliary water supply system, whose potability is not regulated by a Health Agency, shall be required to install the an Approved Backflow Prevention Device that the District considers necessary.

9.5.1.3 The District may, in its discretion, require a re-inspection for Cross-Connection Contamination of any Premises to which it serves water. The District shall transmit a written notice requesting an inspection appointment to each affected Customer. Any Customer which cannot or will not allow an on-Premise inspection of their auxiliary water supply system, whose potability is not regulated by a Health Agency, shall be required to install the Approved Backflow Prevention Device that the District considers necessary.

9.5.2 CUSTOMER NOTIFICATION — DEVICE INSTALLATION:

9.5.2.1 The District shall notify the Customer of the survey findings, listing corrective action to be taken if required. A period of 60 days shall be given to complete all corrective action required including installation of Approved Backflow Prevention Devices.

9.5.2.2 A second notice shall be sent to each Customer who does not take the required corrective action prescribed in the first notice within the 60 days period allowed. The second notice shall give the Customer a 2-week period to take the required corrective action. If no action is taken within the 2-week period, the District may terminate water service to the affected Customer until the required corrective actions are taken.

9.5.3 CUSTOMER NOTIFICATION — TESTING AND MAINTENANCE:

9.5.3.1 The District shall notify each affected Customer when it is time for the Backflow prevention device installed on their Service Connection to be tested. This written notice shall give the Customer 30 days to have the Backflow prevention device tested and supply the Customer with the necessary form to be completed and resubmitted to the District.

9.5.3.2 A second notice shall be sent to each Customer who does not have their Backflow prevention device tested as prescribed in the first notice within the 30-day period allowed. The second notice shall give the Customer a 2-week period to have their Backflow prevention device tested. If no action is taken within the 2-week period the District may terminate water service to the affected Customer until the subject Backflow prevention device is tested.

9.5.4 BACKFLOW DEVICE MONITORING FEE: Refer to Section 7.

9.6 WATER SERVICE TERMINATION:

9.6.1 GENERAL: When the District encounters conditions or water uses, which are listed below, that represent a clear and immediate hazard to the District's Public Water System that cannot be immediately abated, the District shall institute the water service termination procedures described below discontinue the District's water service.

9.6.2 BASIS OF TERMINATION: Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:

9.6.2.1 Refusal to install an Approved Backflow Prevention Device.

9.6.2.2 Refusal to test a Backflow prevention device.

9.6.2.3 Refusal to repair a faulty Backflow prevention device.

9.6.2.4 Refusal to replace a faulty Backflow prevention device.

- 9.6.2.5** Direct or indirect connection between the District's Public Water System and a sewer line.
- 9.6.2.6** Cross-Connection.
- 9.6.2.7** Intentional or accidental interference with or intrusion into the District's Public Water System.
- 9.6.2.8** A situation that presents an immediate health hazard to the Public Water System.

9.6.3 WATER SERVICE TERMINATION PROCEDURES:

- 9.6.3.1** If one or more of the conditions or water uses listed in Section 8.6.2 are found, the District shall terminate service to a Customer's Premises after two (2) written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time period, water service may be terminated.
- 9.6.3.2** If one or more of the conditions or water uses listed in Section 8.6.2 are found, the District shall take the following steps:
 - A.** Make reasonable effort to advise the Customer of intent to terminate water service;
 - B.** Terminate water supply and lock service valve. The water service shall remain inactive until correction of the conditions and/or water uses have been approved by the District.
- 9.6.3.3** Should a water service termination be determined and executed by the District, as defined in this section, the Customer shall be subject to the shut-off and re-establishment of service fees pursuant to the latest Board-adopted Fee Schedule.

SECTION 10. WATER MAIN EXTENSION POLICY

- 10.1 APPLICATION:** Anyone who, as owner or sub-divider of a single lot, subdivision or tract of land, desires the extension of water Mains and/or connection of water service to such lot, subdivision, or tract of land, shall file a written application with the District. All applicants for water service shall also comply with not only these Rules and Regulations but the District's Rules and Regulations for Sewer Service.
- 10.2 FEES, CHARGES, AND EASEMENTS:** Prior to the General Manager signing the Specifications or approving an application for water service, the applicant shall dedicate all Easements deemed necessary by the District and pay to the District all fees. Non-District improvements (permanent, temporary, or mobile) are not permitted within the Easement area, unless approved by the Board of Directors and/or the General Manager as appropriate.

10.3 EASEMENT QUITCLAIM: The District shall consider a Customer's request to quitclaim an existing Easement to the property owner provided that:

10.3.1 No existing District facilities are within the Easement; or

10.3.2 All District facilities have been abandoned, and no active facilities, are within the Easement; and

10.3.3 The District has no future plans to install District facilities within the Easement; and

10.3.4 General Manager provides approval.

10.3.4.1 If the issuance of a Quitclaim is approved by the District: (a) the Quitclaim shall not include the rights, whatever they may be, described in the District's 1911 Easement if the land subject to the Quitclaim is burdened by (i.e., partially described in) the 1911 Easement; and (b) the Customer shall pay for all fees required to develop and execute the quitclaim documents, up-to 8-hours of District staff or consultant's time, based on the current rate schedule.

10.4 INSTALLATION: If and when applicant has complied with all requirements of the District and such other provisions of the subdivision ordinance or ordinances dealing with public improvements as may be applicable, the applicant shall install, in accordance with these Rules and Regulations and the District's Specifications, such Mains and services which are required to provide service to the property described in the application. Applicant shall indemnify and hold the District, its Directors, officers, employees, and District Consultants and Contractors harmless from any loss or damage that may arise from installation of the water facilities. All Main extensions shall be installed across the entire frontage of the parcel of land to be served. Main extensions are extensions of distribution pipelines, exclusive of Service Connections, beyond existing Offsite Facilities.

10.4.1 COSTS: The cost of said installation shall be paid by the applicant, and shall include the cost of engineering, construction, land acquisition, and legal services provided to applicant in connection with said installation. The applicant shall report such cost of said installation to the District in a form approved by the District, and all items, such as cost of installation, reported shall be supported by invoices or statements verified to the satisfaction of the District.

10.4.2 TITLE: Upon completion and acceptance of facilities, the applicant shall transfer title of said water facilities to the District where they shall become and remain the property of the District.

10.5 LOCATION, SIZE, AND TYPE OF WATER MAIN AND SERVICE FACILITIES: The applicant's design engineer shall: (a) be a civil engineer licensed by the State of California, who shall directly supervise and check the District Specifications and sign their name and registration number thereto; and (b) under direction of the District's Engineering Manager, shall use the latest adopted District Master Plan and the latest version of the District's computer hydraulic model to determine the size, type, and

location for all water Mains in streets, alleys, and Easements. The type and make of valves, Fire Hydrants, fittings, consumer services and all other appurtenances deemed necessary for supplying water to the property served shall conform to District Specifications.

- 10.6 NUMBER OF APPLICANTS:** Either an individual may file an application or two (2) or more persons may join in an application for the extension of water Mains.
- 10.7 APPROVAL OF WATER MAIN, FIRE SERVICE LINE AND/OR SERVICE EXTENSIONS:** Each application for water Main, fire service line and/or service extension shall be given a job number, and shall require Terms and Conditions approved by the District's Board of Directors and Specifications approved by the General Manager. A sketch showing the extent of the facilities necessary for water service shall be prepared and the application shall identify the number of Service Connections and estimated fees required for service.
- 10.8 APPROVAL TO CONSTRUCT WATER FACILITIES:** The following requirements must be met before the District will approve the construction of water facilities. To the extent permitted by, and consistent with, State law, the District requires a Performance and a Warranty Bond in the amount of 100% of the cost of construction for each bond to be provided for all Water facilities installed by applicants. The purpose of the Performance Bond is to guarantee that the applicants will fulfill the terms of the agreement. The purpose of the Warranty Bond is to guarantee the installation of the Water facilities against leaks, breaks, other defects and or settlement backfill for a period of twelve months from the date of acceptance by the District. The District's bond requirements can be met by providing a Surety Bond or by using the option of depositing, with the District, cash in the full amount of Surety Bond amount. Applicant shall also comply with all requirements of the District, including payment of all fees and the posting of a Guarantee Bond, and such other provisions of the subdivision ordinance or ordinances dealing with public improvements as may be applicable.
- 10.9 CONDITION AS PREREQUISITE TO INSTALLATION OF MAINS:** Water Mains and Fire Hydrants shall not be installed until after the curbs and gutters have been constructed, excepting that an initial Hydrant may be set upon the approval of the General Manager to provide construction water in compliance with Section 3 herein. Under no conditions shall the applicant install water Mains and Fire Hydrants unless streets are well defined by lot stakes, curb stakes, or visible center line stakes properly set at the landowner's expense. If, after any water facility has been installed and it has to be adjusted, raised, lowered, or relocated because of incorrect information as to grade of curbs, property lines, etc., all expense incurred by making the changes shall be borne by the applicant.
- 10.10 WATER RIGHTS DEEDED:** Whenever land is to be subdivided or annexed to the District and served by District facilities, any water right which may be appurtenant to said land shall be deeded to the District in consideration of the District approving any application for District water to be accessed by such tract or subdivision. Said deed to the District shall be executed before any such application shall be approved by the District.

- 10.11 WATER IMPROVEMENTS:** Customers shall install water improvements in accordance with the latest version of the following District documents and in accordance with all laws, ordinances, rules, and regulations pertaining to the conduct of the work:
- 10.11.1** Standard Specifications and Drawings for Construction of Domestic Water and Sewer Facilities
 - 10.11.2** Will Serve Letter for Water Service
 - 10.11.3** District Terms and Conditions for Water and Sewer Service
 - 10.11.4** Water Service Agreement between the District and the Customer

SECTION 11. SERVICE FOR PROPOSED DEVELOPMENTS THAT INCLUDE AFFORDABLE HOUSING

- 11.1** The District shall grant a priority for the provision of water services to proposed developments that include housing units affordable to lower income households, in accordance with and to the extent required by California Government Code Section 65589.7, taking into account all of the following:
- 11.1.1** Regulations and restrictions adopted pursuant to California Water Code Division 1, Chapter 3 (commencing with Section 350), relating to water shortage emergencies.
 - 11.1.2** Plans, documents, and information relied upon by the District that provide a reasonable basis for making service determinations.
- 11.2** In accordance with California Government Code Section 65589.7, the District shall not deny or condition the approval of an application for services to, or reduce the amount of services applied for by, a proposed development that includes housing units affordable to lower income households unless the District makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:
- 11.2.1** The District does not have “sufficient water supply,” as defined in California Government Code Section 66473.7(a)(2), or is operating under a water shortage emergency as defined in California Water Code Section 350, or does not have sufficient water treatment or distribution capacity, to serve the needs of the proposed development, as demonstrated by a written engineering analysis and report.
 - 11.2.2** The District is subject to a compliance order issued by a state, regional, or local agency that prohibits new water Service Connections.
 - 11.2.3** The District does not have sufficient treatment capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment, to serve the needs of the proposed development.

- 11.2.4** The applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to development projects seeking service from the District, including, but not limited to, the requirements of local, state, or federal laws and regulations or payment of a fee or charge imposed pursuant to California Government Code Section 66013.

SECTION 12. PROTECTION FROM DAMAGE

- 12.1** No unauthorized Person shall maliciously, willfully, or negligently remove, change, disturb, break, damage, destroy, uncover, deface, or in any way tamper or interfere with any facility, apparatus, appliance, property, structure, appurtenance, or equipment which is used or maintained as a part of the water works. Any Person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. Tampering with potable water facilities is a Federal offense under U.S. Code Title 42 Section 300i-1 and a State offense under California Penal Code Section 498.
- 12.2** Minimum Utility Facilities Separation. The District and other public and private utilities use the same public right-of-way to install surface and subsurface facilities and therefore compete for the same space for use by their respective facilities. Unless a minimum separation between facilities is established, the District may incur (a) damage to the District's Public Sewer System during or after installation of other utilities' facilities, (b) cost related to future maintenance and repair of the District's Public Sewer System, and (c) potential adverse impacts (e.g., service interruption, financial) to District Customers. To mitigate or avoid these potential outcomes, (a) there shall be a minimum horizontal and vertical separation of 30 inches between the outer edge of the District facilities and the outer edge of the utility's facilities, and (b) all utilities shall release and indemnify the District for any damage caused by District to another utility's facilities installed within the 30-inch separation after the adoption date of these Rules and Regulations.

SECTION 13. POWERS AND AUTHORITY OF INSPECTORS

- 13.1** The General Manager and other duly authorized employees of the District, bearing proper credentials and identification, shall enter Premises for the purposes of inspection, observations, measurement, sampling, and testing in accordance with the provisions of these Rules and Regulations, provided that the Premises owner, or their designated representative, provides an invitation to enter Premises.
- 13.2** The General Manager and other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted to enter all private Premises through which the District holds an Easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, operation, and maintenance of any portion of the water and sewerage works lying within said Easement, which shall be done in full accordance with the terms of the Easement pertaining to the private Premises involved.
- 13.3** An official District issued identification card shall be carried by all District employees, and shall be available upon request of Premises owner or the designated representatives, if required to enter private Premises.

SECTION 14. VIOLATIONS

- 14.1** Any Person found to be violating California law and/or any provision of these Rules and Regulations shall be served by the District with written notice (a) stating the nature of the violation and (b) providing a reasonable time limit, which the District will determine in its sole discretion, for the satisfactory correction thereof. The violator shall, within the period of time stated in such notice, permanently cease all violations.
- 14.2** Any Person who continues any violation beyond the time limit provided may, in the District's sole discretion, have their water service discontinued. Reinstatement of water service shall be made only on correction of the violation and payment of all applicable fees.
- 14.3** Any Person violating California law and/or any of the provisions of these Rules and Regulations shall become liable to the District for any expense, loss, or damage incurred by the District by reason of such violation.
- 14.4** District may assess monetary penalties pursuant to the latest Board-adopted Fee Schedule

SECTION 15. VALIDITY

- 15.1** The invalidity of any section, sentence, clause, or provision of these Rules and Regulations shall not affect the validity of any other part of these Rules and Regulations which can be given effect without such invalid part.