Yorba Linda Water District

Rules and Regulations for Sewer Service

Effective October 8, 2026



RULES AND REGULATIONS FOR SEWER SERVICE

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SECTION 1. AUTHORITY, COMPLIANCE, AND GOVERNING DOCUMENTS

1.1 AUTHORITY TO ESTABLISH THESE RULES AND REGULATIONS. 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 sewer systems. Specifically, the District "may acquire, construct, and operate facilities for the collection, treatment and disposal of sewage, waste and storm water of the district and its inhabitants . . . ." [Water Code § 31100.] To effectuate this authority, and pursuant to Section 31105, the District adopted these Rules and Regulations for (1) the provision of sewer services and facilities and (2) the regulation of those services and facilities.

1.2 WHO MUST COMPLY WITH THESE RULES AND REGULATIONS. All Persons, Applicants, property owners, and Customers shall comply with these Rules and Regulations.

1.3 DOCUMENTS GOVERNING SEWER SERVICE. In addition to (a) these Rules and Regulations, the District also regulates its sewer service and facilities via its (b) Fats, Oils, and Grease (FOG) Ordinance, (c) Sewer System Management Plan, and (d) Wastewater Master Plan. These four documents are collectively referred to as the District's Sewer Documents.

1.4 DOCUMENTS GOVERNING CONSTRUCTION OF SEWER FACILITIES. Customers shall construct sewer facilities in accordance with laws regarding construction of public works, District's Sewer Documents, and District documents regarding construction, including but not limited to:

1.4.1 Engineering Standards.

1.4.2 Will Serve Letter.

1.4.3 Sewer Connection Application and Permit between Yorba Linda Water District and Applicant.

1.4.4 Terms and Conditions for sewer service between the District and Applicant.

1.4.5 Sewer Service and Facilities Agreement between the District and Applicant.

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 (a) located or is proposed to be located on the same lot as a primary Single Family Residence, (b) that is either attached or detached from the primary Single Family Residence, and (c) which provides for one or more persons permanent provisions for living, sleeping, eating, cooking and sanitation.

2.2 APPLICANT. A Person applying to the District for service from the District's Public Sewer System.

2.3 BOARD OF DIRECTORS or BOARD. The Board of Directors of the District.

2.4 BUILDING SEWER. The building wastewater system that may connect, if permitted, to the Service Connection (Sewer Lateral), Public Sewer System, or other place of disposal. The Building Sewer is owned by the property owner and shall be Maintained, repaired, and/or replaced by the property owner.

2.5 COMMERCIAL. Non-residential, business activities such as generating goods or services with the intention of generating profit or achieving specific organizational goals.

2.6 CONNECTION FEES AND CHARGES. Fees and charges imposed by the District on a Customer or Applicant's real property to obtain sewer service from the District, which are established pursuant to the latest Board-adopted Fee Schedule and may include, depending on the type of connection, a Single Service Connection Fee, Sewer Capacity Fee, Frontage Charge or such other fees as set forth herein depending on the type of service.

2.7 CUSTOMER. A Person receiving sewer service from the District.

2.8 DISTRICT. The Yorba Linda Water District, a public agency, created and operating under authority of Division 12 of the California Water Code.

2.9 DRY UTILITIES. Utilities that include cable, electric, telecommunications, natural gas, television, and fiber optics.

2.10 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 Public Sewer Facilities.

2.11 EMPLOYEE. Any person employed by the District to perform work and labor for the District, excluding contractors, consultants, and their employees.

2.12 ENGINEERING DIRECTOR. The manager of the District's Engineering Department, their designee, or their authorized agents, limited by the particular duties entrusted to them.

2.13 ENGINEERING STANDARDS. The Yorba Linda Water District Standard Specifications and Drawings for Construction of Domestic Water and Sewer Facilities and other practices and procedures adopted by the Engineering Department**.**

2.14 EQUIVALENT DWELLING UNIT (EDU). Relative capacity demand of each Service Connection based on Customer class used to allocate capacity costs.

2.15 FEE SCHEDULE. The latest Board-adopted Resolutions establishing sewer development and Customer service fees and sewer rates and charges.

2.16 FRONTAGE CHARGE. Charge where an adequately-sized Sewer Main fronts a property.

2.17 GENERAL MANAGER. The person (or their designee / authorized representative) hired or appointed by the Board of Directors as the executive officer of the District.

2.18 MAINTAINED OR MAINTENANCE. Flowing and free of debris such as roots or grease.

2.19 PERSON. Any individual, firm, corporation, company, association, partnership, group, agent or agency, municipality, public utility, or other public body or institution.

2.20 PLANS. Design sheets with plan and profile for construction of proposed sewer facilities, which are shown in sufficient detail so that the facilities can be constructed in accordance with District Engineering Standards.

2.21 PREMISES. Any and all areas on a property owner's property which is served, or has the potential to be served, by the District's Public Sewer System.

2.22 PRIVATE SEWER SYSTEM (OR PRIVATE SEWER FACILITIES). A Sewage collection and conveyance system of facilities not connected to the District's Public Sewer System that includes septic tank system, cesspool, seepage pit, leach/drain field, lift station, holding tank, energy dissipation structure, Sewer Lateral, Building Sewer, and/or other Sewage conveyance or disposal system appurtenance(s).

2.23 PUBLIC SEWER SYSTEM (OR PUBLIC SEWER FACILITIES). Sewage collection and conveyance system of facilities owned, operated and Maintained by the District, which includes Sewer Mains, manholes, lift station(s), Sewer Chimney, Sewer Lateral Stub-Out, and appurtenances.

2.24 SERVICE CONNECTION (SEWER LATERAL). A segment of pipe extending from the Building Sewer cleanout to (a) and including, a saddle connection (if saddle connection) or (b) but not including, a factory fabricated wye connection (if factory fabricated wye connection) at the District's Sewer Main.

2.25 SEWAGE. Treated or untreated waste and water discharged into the District's Public Sewer System.

2.26 SEWER CAPACITY FEE. A fee, pursuant to the Fee Schedule, imposed by the District for: (a) the Public Sewer System in existence at the time the fee is imposed, including capacity contracts for right or entitlements, real property interests, and entitlements and other rights of the District involving capital expense relating to a Customer's use or change in use of the existing Public Sewer System as set forth in California Government Code Section 66013.; (b) new Public Sewer Facilities (or new dwelling unit(s) or building(s) that require new Public Sewer Facilities) to be acquired or constructed in the future that are of proportional benefit to the Person or property being charged; and/or (c) modifications to existing structures or categories of use, including additions or enhancements of use that may cause expanded or increased demand on the Public Sewer System. This Sewer Capacity Fee is commonly referred to as the Customer's "buy-in" to the District's Public Sewer System.

2.27 SEWER CHIMNEY. A vertical connection to a deep Sewer Main to allow for shallower installation of Service Connection(s).

2.28 SEWER CONNECTION PERMIT. A permit issued by the District to connect to the District's Public Sewer System, which is also known as a Single Sewer Connection Application and Permit.

2.29 SEWER DEPOSIT (OR DEVELOPMENT DEPOSIT). Monetary funds deposited into a restricted account with the District by a Person such as the developer, project Applicant, or public

agency for which funds shall be applied to District fees and actual costs and services to administer the project.

2.30 SEWER DEPOSIT (SPECIAL PROJECTS). Monetary funds deposited into a restricted account with the District by a Person such as the developer, project Applicant, or public agency for which funds shall be applied to District fees and actual costs and services to administer the project. Special projects include, but are not limited to, Dry Utilities, street improvements, and civil projects that may potentially conflict with the District's Public Sewer System, District property and/or District easements.

2.31 SEWER LATERAL STUB-OUT. A short segment of pipe that is connected to the District's Sewer Main and extends to the edge of the public right-of-way or a sewer Easement and is connected or will connect to a Sewer Main Extension or Service Connection.

2.32 SEWER MAIN EXTENSION. A segment of pipe that extends from the Public Sewer System to provide Sewer Service to a property currently not connected to the Public Sewer System.

2.33 SEWER MAINS. Sewer pipelines that are part of the Public Sewer System.

2.34 SEWER SERVICE AND FACILITIES AGREEMENT. An agreement executed between a Person and the District for construction of sewer facilities by the Person for sewer service to the Person's project. The Sewer Service and Facilities Agreement may be combined with a Water Service and Facilities Agreement.

2.35 SEWER SYSTEM REIMBURSEMENT PROGRAM. A District program to equitably reimburse Persons who construct Sewer Main Extensions for their property that may provide sewer service to other properties.

2.36 SHALL/MAY. "shall" is mandatory, "may" is permissive.

2.37 SINGLE FAMILY RESIDENCE. A detached residential building designed primarily for the use of one family.

2.38 SINGLE SERVICE CONNECTION FEE. A fee imposed on a Service Connection to a single lot where an adequately-sized Sewer Main already exists.

2.39 SUSPENDED SOLIDS. Solids that either float on the surface of, or in suspension in water, Sewage, or other liquids, and which are removable by laboratory filtering.

2.40 TERMS AND CONDITIONS. A Board-approved document produced by the District setting forth the terms and conditions for the provision of sewer service to new developments or improved existing developments.

2.41 WILL SERVE LETTER. A letter requested by a Person where the District (a) states it can provide water and/or sewer service to the Person's proposed development, and (b) may include specific conditions.

SECTION 3. PRIVATE SEWER SYSTEM

3.1 JURISDICTION REQUIREMENTS. In addition to District requirements and standards, Private Sewer Systems are subject to other jurisdiction requirements and standards.

3.2 Please contact the appropriate jurisdiction regarding Private Sewer Systems, which may include cities, county, state and/or federal agencies.

3.3 CUSTOMER RESPONSIBILITY FOR OPERATION, MAINTENANCE, LIABILITY, AND DAMAGES. Private Sewer Systems are owned, operated, and Maintained by the Customer, not the District. The Customer, not the District, is responsible for any liability and damages resulting from a failure of the Private Sewer System.

3.4 CONNECTION TO DISTRICT'S PUBLIC SEWER SYSTEM. A Customer may deliver Sewage to the District's Public Sewer System by use of a Private Sewer System if the Customer of the Private Sewer System complies with the applicable District Sewer Documents and the District's Engineering Standards.

3.5 PRIVATE LIFT STATION. A lift station connected from a Private Sewer System to the District's Public Sewer System shall include (a) an alarm to notify Customer of pump failure and (b) a sewer backflow prevention device to prevent Sewage backup. Unless otherwise waived by the Engineering Director, an energy dissipater shall be constructed to allow gravity flow to the Public Sewer System from the Private Sewer System.

SECTION 4. PUBLIC SEWER SYSTEM

4.1 SEWER CONNECTION FOR PROPERTY WITH AN EXISTING ADEQUATE FRONTING SEWER MAIN. If an existing Sewer Main extends the full length of the property and can adequately serve the property, the property shall connect to the existing Sewer Main fronting the property in accordance with District's Engineering Standards and Sewer Documents.

4.2 SEWER CONNECTION FOR PROPERTY WITHOUT AN EXISTING ADEQUATE FRONTING SEWER MAIN. If a Sewer Main does not extend the full length of the property, or the fronting Sewer Main and/or downstream sewer system are determined by the District to be inadequate, then a Sewer Main Extension is required. Refer to Section 5 Sewer Main Extensions and Sewer System Modifications for additional requirements.

4.3 REQUIREMENTS FOR PERMIT OR AGREEMENT TO CONNECT TO THE PUBLIC SEWER SYSTEM. No unauthorized Person shall uncover, make any connections to, or opening into, use, alter, or disturb the Public Sewer System or connect Building Sewers to a Sewer Lateral Stub-Out, Sewer Lateral, Sewer Main or manhole without (1) a Sewer Connection Permit from the District or (2) obtaining and complying with requirements of a Sewer Services and Facilities Agreement.

4.4 INSTALLATION BY LICENSED CONTRACTOR. All Public Sewer Facilities shall be installed by a contractor licensed by the State of California to construct such sewer facilities. Contractor shall possess a valid Class "A" or "C-34" license for pipeline construction. For Service Connections, a Class "C-42" will be acceptable, provided that pavement restoration, if applicable, is performed by a Class "C-12" sub-contractor.

4.5 DEVELOPMENTS WITH ONE LOT. Developments within one (1) lot shall submit an application for a Sewer Connection Permit for 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 authorized by California law.

4.6 DEVELOPMENT WITH MULTIPLE LOTS. Developments with two (2) or more lots shall apply for Terms and Conditions and enter into a Sewer Services and Facilities Agreement with the District. A Sewer Deposit account shall be established with the District pursuant to the 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 authorized by California law. Sewer Capacity Fees shall be calculated for each Equivalent Dwelling Unit to the extent permitted by California law and pursuant to the Fee Schedule.

4.7 SERVICE CONNECTION(S) TO SEPARATE PARCELS. Each house or building on separate parcels must be provided with its own Service Connection(s).

4.8 SUBDIVIDED PROPERTY WITH A SERVICE CONNECTION. When property provided with a Service Connection is subdivided, the Service Connection shall be considered appurtenant 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 sewer service, to install a separate Service Connection(s) at the property owner's expense.

4.9 SERVICE CONNECTION RESTRICTED TO APPLICATION ON FILE WITH THE DISTRICT. A Service Connection shall not at any time be used to serve a property other than the property in the applicable application on file with the District.

4.10 REQUIREMENTS REGARDING SERVICE CONNECTIONS AND/OR PRIVATE SEWER SYSTEMS CROSSING PRIVATE PROPERTY. For Service Connections and/or Private Sewers Systems from one private property across or through another private property, a recorded Easement or similar instrument between property owners is required prior to District approval of the installation or extension of the Service Connection or Sewer Main.

4.11 WILL SERVE LETTER. The District will issue a Will Serve Letter for sewer service when requested where the District states whether it can provide sewer service to a proposed development. The District may include specific conditions in the letter.

4.12 SEWER CONNECTION PERMIT. The Applicant shall (a) obtain a Sewer Connection Permit from the District when requesting a Service Connection and (b) pay applicable Connection Fees and Charges. The Applicant shall provide information regarding the sewer facilities to be constructed, including location of the Building(s) to be served, the type of service, the location of the Building Sewer and diameter of the Sewer Lateral, flow calculations, and other information required by the District. A permit issued by a governmental agency other than the District, to construct a Building Sewer is a Building Sewer permit, does not grant permission to connect to the District's Public Sewer System. The District shall verify the information supplied by the Applicant. If any error in such application shall cause the installation of a Service Connection that is improper, whether in size, functionality or location, the costs of all changes required shall be borne by the Applicant.

4.13 SEWER CONNECTION PERMIT APPLICATION DETERMINATION. When considering approval of the application, the District reserves the right to determine, among other determinations, the Sewer Lateral diameter, alignment, pipe material, location and type of connection to the Sewer Main and the adequacy of the existing Sewer Main and downstream sewer system. If the existing Sewer Main and/or downstream sewer system is determined by the District to be inadequate, refer to Section 5 Sewer Main Extensions for additional requirements.

4.14 DISTRICT RIGHT TO LIMIT HOUSES, BUILDINGS, AND/OR LAND SERVICED BY ONE SERVICE CONNECTION. The District reserves the right to limit the number of houses, buildings, and/or area of land to be supplied by one Service Connection, subject to California law regarding ADUs.

4.15 APPLICANT'S RESPONSIBILITY FOR CONSTRUCTION AND SERVICE CONNECTION COSTS AND EXPENSES. The Applicant for the Sewer Connection Permit shall be responsible for costs and expenses incident to the design and construction of the Service Connection to the Sewer Main and/or Public Sewer System.

4.15.1 Applicant Notice to the District for Inspection and Connection. The Applicant for the Sewer Connection Permit shall notify the District when the Service Connection is ready for inspection of the connection to the Public Sewer System. Connection shall be made under the supervision of the District's construction inspector.

4.15.2 Applicant Indemnification and Responsibility. Applicant shall indemnify the District, and shall be fully responsible for all private plumbing, including the Service Connection, up to and including the non-factory fabricated wye connection to the District's Sewer Main and/or Public Sewer system.

4.16 SEWER DEPOSIT (OR DEVELOPMENT DEPOSIT). A Sewer Deposit (or Development Deposit) will be required upon application for Terms and Conditions for sewer projects that require District review of the Applicant's Plans. Refer to Section 6 for additional information.

4.17 SEWER DEPOSIT (SPECIAL PROJECTS). A Sewer Deposit for special projects will be required upon application for (a) Terms and Conditions for special projects as determined by the District, or upon project initiation of (b) other projects that require District review of plans for potential conflicts with the Public Sewer System, District property, and/or District easements, including, but not limited to, Dry Utilities, street improvements, and civil projects.

4.18 PERFORMANCE BOND AND A WARRANTY BOND. To the extent authorized by, and consistent with, State law, the District requires a Performance Bond and a Warranty Bond in the amount of 100% of the cost of construction for each bond provided for all sewer facilities installed by Applicants. The purpose of the Performance Bond is to guarantee that the Applicants will fulfill the terms of the construction agreement. The purpose of the Warranty Bond is to guarantee the installation of the sewer facilities against leaks, breaks, other defects and/or settlement backfill for a period of twelve months from the date of acceptance of the facilities 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.

4.19 APPLICATION APPROVAL FEES AND EASEMENTS. Prior to the Engineering Director signing improvement Plans, and/or approving an application for a Sewer Connection Permit, the

Applicant shall (a) dedicate all Easements deemed necessary by the District and (b) pay to the District all applicable Connection Fees and Charges as determined by the District in its sole discretion. 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 in accordance with the District's Encroachment Policy.

4.20 REQUIRED NOTICE UNDERGROUND SERVICE ALERT. Any underground digging shall be in conformance with the Underground Service Alert (USA), which is an information center that notifies its members of impending excavation at or near their underground installations. California law (Gov. Code §4216 et seq.) obligates all those who plan to dig or excavate to inform a regional notification center such as USA at least two days in advance. As of the date the Board adopted these Rules and Regulations, USA can be contacted at 1-800-422-4133. The Applicant or their licensed contractor shall notify Underground Service Alert (USA) at least 48 hours in advance of any digging or excavating.

4.21 EXCAVATION REQUIREMENTS. All excavations on public and private property shall conform to Occupational Safety and Health Administration requirements to protect the public from hazards. Streets, parkways, sidewalks, and other property disturbed in the course of the work shall be restored in a manner satisfactory to the agency with jurisdiction.

4.22 PUBLIC SEWER SYSTEM DESIGN. The Applicant's design engineer shall: (a) be a civil engineer licensed by the State of California, who shall be responsible for preparing the design documents and signing and sealing the Plans. The latest adopted District Master Plan and the latest version of the District's computer hydraulic model may be utilized by the District to determine the size, type, and location for all Sewer Mains, and the increased demand on the Public Sewer System and other sewer facilities deemed necessary for providing sewer service to the property in conformance with District Engineering Standards.

4.23 INSTALLATION BY APPLICANT. The Applicant shall be responsible for all costs associated with installation and materials for all pipe, valves, fittings, and appurtenances required to obtain sewer service from the District.

4.24 SERVICE CONNECTION OWNERSHIP AND MODIFICATIONS. The Service Connection is owned by the property owner and shall be Maintained, repaired, and/or replaced by the property owner at their own expense. Any modification, rehabilitation, repair, or replacement of the Service Connection requires a District Sewer Connection Permit.

4.25 BACKFLOW PREVENTION VALVE. A sewer backflow prevention valve shall (a) be installed on all Service Connections where the upstream sewer manhole rim elevation is higher than the pad elevation of the structure desiring sewer service and (b) conform to the requirements of the Building and Plumbing Code of the appropriate agency having jurisdiction.

4.26 STATEMENT OF COST OF CONSTRUCTION. The Applicant shall be responsible for designing and constructing the Sewer Main Extension and/or the Service Connections. Prior to the District's final approval, the Applicant shall provide all associated costs and expenses to the District, supported by invoices or statements verified to the satisfaction of the District.

4.27 TRANSFER OF TITLE/BILL OF SALE. Upon Applicant's completion and the District's acceptance of the Sewer Main Extension and/or other Public Sewer Facilities, the Applicant shall transfer title to the District where it shall become and remain the property of the District. The

Applicant shall warrant all such facilities against defects in workmanship and materials that become evident within one (1) year after the acceptance date of the YLWD Bill of Sale form signed by the District General Manager.

4.28 CHANGE IN SERVICE CONDITIONS. When service conditions change, the Service Connection shall be re-evaluated by a licensed engineer or a licensed plumber. This includes any additions that may increase sewer flows, including additions to the main Single Family Residence and construction of an ADU, other property improvements and change of property use. Plans, calculations, and other data requested by the District shall be submitted to the District for review and approval. Failure to report such changes to the District is a violation, and subject to the provisions of Section 11 Unauthorized Use, Theft, Obstruction, and Encroachment and Section 13 Violations.

4.29 SEWER RIGHTS DEEDED. Whenever land is to be subdivided or annexed to the District's service area and served by District's Public Sewer System, any sewer right which may be appurtenant to said land shall be deeded to the District in consideration of the District approving any application for sewer service to be served by such tract or subdivision. Said deed to the District shall be fully executed before any such application shall be approved by the District.

SECTION 5. SEWER MAIN EXTENSIONS AND SEWER SYSTEM MODIFICATIONS

5.1 APPLICATION TO CONSTRUCT SEWER MAIN EXTENSIONS. Any Applicant who is an owner or sub-divider of a single lot, subdivision, or tract of land who desires to connect such lot, subdivision, or tract of land to the District's Public Sewer System and (a) an inadequate Sewer Main and/or inadequate downstream sewer system exist as determined by the District, or (b) in the absence of a Sewer Main fronting the entire length of the property, shall file a written application with the District for a Sewer Main Extension to such lot, subdivision, or tract of land.

5.1.1 A Person may file an application, or two or more Persons may join in an application, for a Sewer Main Extension.

5.1.2 The application shall include the proposed or desired location of Sewer Mains and other pertinent engineering data so the District may determine the conformance of the proposed Sewer Main Extension with the District's Engineering Standards.

5.1.3 All Applicants for Sewer Main Extensions shall (a) enter into Terms and Conditions with the District approved by the Board of Directors, (b) enter into a Sewer Services and Facilities Agreement with the District, and (c) submit Plans and specifications for approval in accordance with Engineering Standards and as approved by the Engineering Director.

5.1.4 A Sewer Deposit account shall be established with the District pursuant to the Fee Schedule. Sewer Capacity Fees shall be calculated for connections to the Public Sewer System pursuant to the Fee Schedule.

5.2 ENGINEERING DESIGN AND CONSTRUCTION. The engineering design and construction of the Sewer Main Extension shall include Sewer Lateral Stub-Outs for neighboring properties

fronting the Sewer Main Extension. The Sewer Lateral Stub-Outs must be constructed to the edge of Easement or public right of way per District's Standard Drawing for Sewer Lateral. The Sewer Main Extension shall extend the entire frontage of the property plus an additional length as determined by the Engineering Director. A terminal manhole will be installed at the end of Sewer Main Extension. An exception to the above requirement may be considered when a property is located at the end of an existing Sewer Main or a proposed Sewer Main Extension, with no possibility of extension beyond its property to serve other property(ies) as determined by the Engineering Director. If the foregoing exception applies, the Customer may be permitted to connect to the end of the existing Sewer Main at a point of connection determined by the Engineering Director. This connection may require the property owner to partly extend the sewer, make additional sewer modifications, and construct a sewer manhole as determined by the Engineering Director.

5.3 APPROVAL TO CONSTRUCT SEWER MAIN EXTENSIONS. If and when said Applicant has complied with all requirements of the District, including the payment of all fees required in Section 6 and the posting of a warranty bond, and such other provisions of the subdivision ordinance(s) dealing with public improvement as may be applicable, the District may approve construction of the Sewer Main Extension.

5.4 NOTICE OF CONSTRUCTION AND INSPECTION. The Applicant for the Sewer Main Extension shall coordinate and schedule the start of construction with the District prior to starting construction.

SECTION 6. CONNECTION FEES AND CHARGES (DEVELOPMENT FEES)

Pursuant to the latest Board-adopted Fee Schedule, the District shall collect the following Connection Fees and Charges.

6.1 FRONTAGE CHARGE. The Frontage Charge shall be (a) determined by Customer class pursuant to the Fee Schedule, and (b) collected prior to agreement execution, or application approval.

6.1.1 Frontage Charges apply to new developments, changes in property use, and properties connecting to the Public Sewer System where an adequately-sized Sewer Main fronts the property.

6.1.2 If the Sewer Main is part of the Sewer System Reimbursement Program, refer to Section 8 for the calculation and application of the Frontage Charge.

6.2 SINGLE SERVICE CONNECTION FEE. A Single Service Connection Fee shall be (a) imposed (i) pursuant to the latest adopted Fee Schedule and (ii) on one Service Connection to a single lot where the Sewer Main already exists and (b) collected prior to application approval.

6.2.1 Accessory Dwelling Units. When additional Accessory Dwelling Units on a single lot require separate Service Connection, Single Service Connection Fee(s) shall be imposed on each separate Service Connection to the extent permitted by California law.

6.3 SEWER CAPACITY FEE. Sewer Capacity Fees are (a) assessed based on (i) Customer class (e.g. Single-Family Residence, master meter [multiple Customers served by one meter],

Commercial), (ii) Equivalent Dwelling Units based on one Single Family Residence, and (iii) additional sewer capacity demand placed on the Public Sewer System as determined by the District; and (b) collected prior to will serve letter issuance, or application approval, or agreement execution. A change in property use may result in additional Sewer Capacity Fees.

6.3.1 Accessory Dwelling Units. Sewer Capacity Fees are calculated for each Accessory Dwelling Unit individually to the extent permitted by California law.

6.4 SEWER BACKBONE INFRASTRUCTURE FOR NEW DEVELOPMENTS. Tract Developments or other developments that require construction of backbone infrastructure shall install such infrastructure at their expense. If adequate backbone infrastructure exists, the developers shall pay Sewer Capacity Fees or equitable fees, established by the District in its sole discretion, prior to execution of the Sewer Service and Facilities Agreement.

6.5 SEWER DEPOSIT (OR DEVELOPMENT DEPOSIT). The Sewer Deposit will be required upon application.

6.6 SEWER DEPOSIT (SPECIAL PROJECTS). The deposit for special projects will be required upon project initiation and submittal of required documents for District's review and approval.

6.7 DEPOSIT AMOUNT. The Sewer Deposit shall be an amount either pursuant to the latest Board-adopted Fee Schedule or as determined by the District in its sole discretion. A Sewer Deposit shall be imposed for all District costs and services to administer the project. District costs and services include but are not limited to staff time, attorney time, and consultant time related to the project, including current vehicle rates and fully benefited and burdened salary rates. At the District's sole discretion, the Sewer Deposit amount may be combined with a water deposit amount if a project is for both water and sewer service and facilities.

6.8 ADDITIONAL DEPOSIT AMOUNTS. The District may require additional Sewer Deposit amounts upon substantial depletion of the original Sewer Deposit amount. Additional Sewer Deposit amounts will be required when the Sewer Deposit account reaches 85% of the original Sewer Deposit amount. Additional Sewer Deposit amounts will be equal to the original Sewer Deposit amount unless otherwise approved by the Engineering Director.

6.9 REFUND OF UNUSED DEPOSIT. Upon close out of the project, all unused Sewer Deposit funds will be refunded to the original Applicant who posted the Sewer Deposit.

6.10 SEWER RATES. All sewer rates shall be charged and collected monthly or annually pursuant to the latest Board-adopted Sewer Rates Resolution and Sewer Development and Customer Service Fees Ordinance. See Section 7 Billing Procedures for additional information.

SECTION 7. BILLING PROCEDURES

7.1 GENERAL. Applicants desiring to establish sewer service with the District shall submit an application for service to the District office during normal business hours. See the District's Rules and Regulations for Water Service section for Billing Procedures for additional information.

7.2 LOCKE RANCH AREA CUSTOMERS. For those Customers living in the Locke Ranch area, sewer service is billed annually on their property tax bill in accordance with the Fee Schedule.

7.3 CUSTOMERS TRANSFERRED FROM CITY OF YORBA LINDA. For those Customers that had sewer connections transferred to the District from the City of Yorba Linda in 2011, sewer service is billed annually on their property tax bill in accordance with the Fee Schedule.

7.4 ALL OTHER DISTRICT CUSTOMERS. For those Customers not living in the Locke Ranch area and not transferred from the City of Yorba Linda in 2011, sewer service is billed monthly on the water bill in accordance with the Fee Schedule.

7.5 PAYMENT DUE DATE. All monthly bills are due and payable when a District bill or notice are mailed or electronically delivered to the Customer. A bill shall become delinquent if not paid within 27 days from the billing date, which is the date upon which a bill or notice is mailed or electronically delivered to the Customer.

7.6 BILLING AND PAYMENT METHODS, DELINQUENT PAYMENT, LATE PAYMENT FEES, AND REQUIRED DEPOSITS. See the District's Rules and Regulations for Water Service for billing and payment methods, delinquent payment, late payment fees, and required deposits.

7.7 ONE-TIME ADJUSTMENT OF COMMERCIAL CUSTOMER SEWER BILL (IRRIGATION LEAKS).

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

7.7.1.1. Proof of the repair of the irrigation leak must be provided within three months of completion of the repair; and

7.7.1.2. YLWD staff has checked the Meter to ensure the read was accurate and that the Commercial Customer's average usage has returned to normal, as demonstrated by usage consistent with the Commercial Customer's historical usage for the corresponding months in prior years.

7.7.1.3. It has been at least five (5) years since a request for a one-time adjustment has been granted for the Commercial Customer Service Connection in question.

7.7.2. If the conditions above are met, the General Manager may approve the adjustment, pursuant to the following formula:

7.7.2.1. Determine the Commercial Customer's Winter water use, which is an indicator of indoor water use. The definition of "Winter" is the four months of November through February. Winter water use is calculated by the following:

7.7.2.1.1. Determine the number of units in the Winter of the prior year;

7.7.2.1.2. The highest usage month will be eliminated from the Winter averaging months; and

7.7.2.1.3. The average indoor water usage will be determined by averaging the remaining three months.

7.7.2.2. Credit the Customer the sewer usage rate in effect at the time of the leak multiplied by the number of units above the Customer's average indoor water usage.

7.7.3. Any potential assessed penalties or fees, which may have accrued during leak and leak repair, shall be waived provided the adjustment is sought and offered within 30 days from which the billing in question has been received. All written, including email, 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.

SECTION 8. SEWER SYSTEM REIMBURSEMENT PROGRAM

8.1 SEWER SYSTEM REIMBURSEMENT PROGRAM. Applicant(s) who must construct, at their expense, a Sewer Main Extension and/or sewer facilities, which can provide sewer service to other properties in addition to those properties described in the application for Sewer Connection Permit, may enter into a reimbursement agreement with the District under the District's Sewer System Reimbursement Program (Program).

8.2 APPLICANT-CONSTRUCTED SEWER MAIN. The term "Applicant-constructed Sewer Main", as used in these Rules and Regulations, shall mean a Sewer Main Extension and/or sewer facilities that was constructed by the property owner at their expense to serve the property owner's property (and, for avoidance of doubt, was neither constructed nor funded by the District).

8.3 PURPOSE OF THE PROGRAM. The purpose of the Program is to equalize the cost to construct the Applicant-constructed Sewer Main on a per-Service Connection basis among all properties that connect to the same Applicant-constructed Sewer Main.

8.4 PROGRAM APPLICANT SEWER DEPOSIT AND FEES. The Applicant(s) for the Program shall pay a Sewer Deposit and all applicable Connection Fees and Charges as identified in Section 6; however, the Frontage Charge is waived for the Applicant(s) who pays for construction of the Applicant-constructed Sewer Main.

8.5 PROGRAM AGREEMENT WITH THE DISTRICT. All Applicants who desire to participate in the Program must enter into a reimbursement agreement with the District, which provides as follows:

8.5.1 That Applicant(s) shall have constructed, in accordance with both these Rules and Regulations and the District's Engineering Standards, Applicant-constructed Sewer Main that provides sewer service to the properties described in the Program application.

8.5.2 That the cost to construct the Applicant-constructed Sewer Main shall be fully paid by the Applicant(s) and the Applicant shall certify that there are no liens against the Applicant or Applicant-constructed Sewer Main.

8.5.3 That the Applicant(s) shall submit a completed and executed District Bill of Sale document provided by the District that includes the actual costs to design and construct the Applicant-constructed Sewer Main and all costs shall be supported by invoices or statements verified to the satisfaction of the District.

8.5.4 That the final cost to design and construct the Applicant-constructed Sewer Main shall be the cost of said construction as verified by the District.

8.5.5 That the Applicant(s) shall (a) transfer title of the Applicant-constructed Sewer Main and (b) grant Easements for the Applicant-constructed Sewer Main, if applicable, to the District in accordance with these Rules and Regulations.

8.5.6 That the Applicant(s) is in good standing with the District, meaning the Applicant is in compliance, as determined by the District in its sole discretion, with the District's Sewer Documents, Terms and Conditions, Sewer Service and Facilities Agreement, and/or Fee Schedule for the Applicant-constructed Sewer Main and other Applicant projects, if any.

8.6 REIMBURSEMENT FROM FRONTAGE CHARGE. For 15 years after the date the Bill of Sale for the Applicant-constructed Sewer Main is approved by the District, the District shall (a) collect Frontage Charges from all properties later connecting to the Applicant-constructed Sewer Main, and (b) pay the collected Frontage Charge to the property whose property owner (i) constructed the Applicant-constructed Sewer Main and (ii) owned said property at the time the Frontage Charge is collected, which may not be the owner of the property that originally paid to construct the Applicant-Constructed Sewer Main since that property owner may no longer own said property. The reimbursement amount shall be paid only from the Frontage Charge collected by the District without interest.

8.7 FRONTAGE CHARGE CALCULATION. The District shall calculate and determine the amount of the Frontage Charge as follows:

8.7.1 The District shall determine, in its sole discretion, the probable number of Service Connections that will be connected to the Applicant-constructed Sewer Main. This number shall not include those Service Connections that, though possible, are doubtful at the time of application for the Sewer Connection Permit.

8.7.1.1 The Frontage Charge per Service Connection is determined by the following formula: F=T/N.

"F" is the amount that each probable Service Connection shall pay when they apply for a Sewer Connection Permit to the Applicant-constructed Sewer Main. "T" is the final cost of installation of the Applicant-constructed Sewer Main as determined in Section 8.5.4. "N" is the probable number of Service Connections to the Applicant-constructed Sewer Main.

8.7.1.2 All rights of Frontage Charge Program and all duties of the District to collect Frontage Charge from future Service Connections shall terminate at the end of the day, fifteen (15) years after the date on which the Bill of Sale is approved.

8.7.2 If the actual number of Service Connections to the Applicant-constructed Sewer Main exceeds the probable number of Service Connections, each additional Service Connection shall pay a fee equal to the final cost to construct the Applicant-constructed Sewer Main as determined in Section 8.5.4 divided by the actual number of Service Connections to the Applicant-constructed Sewer Main. Such fees collected from the new Applicants shall be reimbursed to the properties whose property owners previously paid the per-Service Connection fee (F) as determined as follows:

8.7.2.1 The fee for each additional Service Connection shall be determined by the following formula: $F_R = T/N_R$. Where "F_R" is the fee that a new Applicant shall pay, and "N_R" is the new number of Service Connections to the Applicant-constructed Sewer Main.

The fee collected from an additional Applicant shall be reimbursed to the properties whose property owners previously paid the fees for their Service Connection (F). The reimbursement amount shall be determined in accordance with the following formula: $R = F_R/(N_R-1)$.

"R" is the amount of the reimbursement per Service Connection to the properties whose property owners previously paid the fees, and "F_R" and "N_R" are defined above in this section.

8.7.2.2 Such reimbursement shall be made to the current owner(s) of the property(ies) that previously participated in the Program either as the original Applicants or joined at a later time.

8.8 APPLICANT FEES FOR ADDITIONAL SERVICE CONNECTIONS. In addition to the Frontage Charge, the Applicant(s) for additional Service Connection(s) shall pay all other applicable Connection Fees and Charges. Such additional Connection Fees and Charges are not subject to the provisions of the Program.

SECTION 9. SERVICE FOR PROPOSED DEVELOPMENTS THAT INCLUDE AFFORDABLE HOUSING

9.1 The District shall grant a priority for the provision of sewer 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 the items listed in subsection (b) of Section 65589.7.

9.2 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 items listed subsection (c) of Section 65589.7.

SECTION 10. PROHIBITED DISCHARGE OF CERTAIN MATERIALS INTO THE PUBLIC SEWER SYSTEM; AND SANITARY SEWER OVERFLOWS (SEWAGE SPILLS)

10.1 DISCHARGE PURSUANT TO THE ORANGE COUNTY SANITATION DISTRICT ORDINANCE. Discharge into the Public Sewer System shall be pursuant to the latest adopted Ordinance of the Board of Directors of Orange County Sanitation District Establishing Wastewater Discharge Regulations. Orange County Sanitation District is the regional public agency that provides wastewater transmission, treatment, and disposal services for central and northwest Orange County, including the District.

10.2 REGULATION OF FATS, OILS AND GREASE CONTROL. Fats, oils and grease control regulation shall be in accordance with the latest Board-adopted District Ordinance for Fats, Oils and Grease Control Regulations, as applicable to food service establishments.

10.3 SANITARY SEWER OVERFLOWS (SEWAGE SPILLS). This subsection defines the responsibilities and liabilities of all Persons, including Customers, contractors, and developers, regarding Sanitary Sewer Overflows (SSOs), which is a discharge of sewage from damage to or tampering with the District's Public Sewer System, caused by their actions including negligent acts or omissions.

10.3.1 Immediate Reporting Requirements. Any Person, including a Customer, contractor, or developer, who witnesses an SSO or causes an SSO must immediately notify the District. Under no circumstances shall a Person attempt to conceal an SSO or delay notification of an SSO to the District.

10.3.2 Responsibility for Cleanup and Containment. The Person responsible for the SSO must take immediate action to contain the spill and prevent Sewage from entering storm drains or surface waters. All cleanup activities must be performed by a qualified Sewage remediation contractor and meet the District's cleanup standards described in the District's Sewer Documents, particularly its Sewer System Management Plan.

10.3.3 Liability for Damages. The Person responsible for the SSO shall be held liable for all damages resulting from the SSO, including but not limited to:

(a) Damage to private and public (real and personal) property and injury to human health.
(b) Environmental remediation and restoration of affected water bodies.
(c) The District's labor, equipment, and administrative and legal costs associated with the cleanup, emergency response, repair, and replacement to District real and personal property, including the damaged portion of the District's Public Sewer System.

All repairs and/or replacement of District real and personal property must be (a) performed by a contractor licensed to perform the work required, (b) inspected by District staff, and (c) meet current District construction specifications.

10.3.4 Failure to Pursue Cleanup and Repairs. If the Person responsible for the SSO does not pursue repairs and/or clean up the Sewage spill, the District, at its discretion, may repair or have repaired the damaged portion of the Public Sewer System and/or the Customer's segment of the Service Connection, and clean up the Sewage spill. The District will, in turn, bill the Person responsible for the SSO and/or the property owner of said Service Connection for the actual cost of the repair, Maintenance, and/or cleaning, and all related administrative, consultant, and legal costs. The responsible Person and/or property owner must pay the District's bill within 30 days of the District transmitting the bill; otherwise, the District may pursue all legal remedies to collect the bill.

10.3.5 Regulatory Action and Fines. In addition to cleanup and repair and/or replacement costs, the Person responsible for the SSO may be subject to:

(a) *District Penalties*: The District may assess penalties pursuant to the Fee Schedule.
(b) Local, State or Federal Penalties: The District may pass through any fines or mandatory minimum penalties (MMPs) levied against it by local, State or Federal agencies.
(c) R*evocation of Authority*: Customers, contractors, or developers may have the District's contractual authority suspended, or project stop-work orders issued, until all cleanup and repair costs are settled to the District's written satisfaction.

SECTION 11. UNAUTHORIZED USE, THEFT, OBSTRUCTION, AND ENCROACHMENT

11.1 UNAUTHORIZED USE OF SERVICES AND CONNECTIONS TO THE DISTRICT'S PUBLIC SEWER SYSTEM. No Person shall connect to the District's Public Sewer System without application for, and District approval of, a Sewer Connection Permit. Any Person using sewer services without a Sewer Connection Permit and/or a proper Service Connection shall be liable to the District for (a) the cost of sewer system use, (b) any damages to the Public Sewer System and/or District property, (c) all civil penalties, (d) costs of remediation, and (e) such other fees and costs that may apply pursuant to the Fee Schedule.

11.2 TAMPERING WITH THE DISTRICT'S PUBLIC SEWER SYSTEM. Tampering with the District's Public Sewer System is illegal in accordance with California Penal Code Section 498. 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 Public Sewer System. 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 under the law and that may apply pursuant to the Fee Schedule.

11.3 OBSTRUCTING DISTRICT FACILITIES PROHIBITED. No Person shall in any way restrict or obstruct access to the District's Public Sewer System. If any Person restricts or obstructs access to a Public Sewer Facility and does not provide District immediate access, the District reserves the right to remove the obstruction by whatever means 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 Public Sewer Facilities or Easements is prohibited without

prior written consent of the District, which consent may be granted in the District's sole discretion and pursuant to the District's Encroachment Policy. Written consent shall include a Declaration of Restrictive Covenants, which is included with the District's Encroachment Policy.

11.4 EASEMENTS AND ENCROACHMENT. It is 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 the District procedure to mitigate or eliminate an encroachment on District property or property rights. In its sole discretion, the District may approve of an encroachment application and if so, will require the encroachment applicant to enter a Declaration of Restrictive Covenants that is the same or substantively similar to the declaration attached to the District's Encroachment Policy.

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

11.5.1 No Existing District Public Sewer Facilities are within the Easement; or,

11.5.2 All District Public Sewer Facilities have been abandoned, and no active Public Sewer Facilities are within the Easement; and the District has no future plans to install Public Sewer Facilities within the Easement.

11.5.3 The Customer agrees to release the District of all liability, and indemnify the District of all third-party liability, arising from any abandoned Public Sewer Facilities on the Customer's property.

11.5.4 General Manager provides approval.

11.5.5 The quitclaim requires approval by the Board of Directors. 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 District's actual costs to develop the Quitclaim documents, including but not limited to, District staff time, legal, and consultant's time.

11.6 MINIMUM DRY UTILITY FACILITIES SEPARATION. The District and other public and private Dry 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 Dry 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, (i) there shall be a minimum horizontal and vertical separation of 30 inches between the outer edge of the District Public Sewer Facilities and the outer edge of the Dry Utility's facilities, and (ii) all Dry Utilities shall release and indemnify the District for any damage caused by District to another Dry Utility's facilities installed within the 30-inch separation.

SECTION 12. DISTRICT AUTHORITY TO ENTER PREMISES

12.1 ACCESS TO PREMISES. District Employees and/or District contractors and/or consultants, bearing proper credentials and/or identification, shall enter Premises for purposes of access, inspection, observations, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations.

SECTION 13. VIOLATIONS

13.1 DISTRICT NOTICE OF VIOLATION. 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 at its sole discretion, for the satisfactory correction thereof. The violator shall, within the period of time stated in such notice, permanently cease all violations.

13.2 DISCONTINUATION OF SERVICE FOR FAILURE TO CORRECT THE VIOLATION. Any Person who continues any violation beyond the time limit provided may, at the District's sole discretion, have their water service discontinued. Reinstatement of water service shall be made only after correction of the violation and payment of all applicable fees and penalties.

13.3 LIABILITY TO DISTRICT FOR DAMAGES CAUSED BY THE VIOLATION. Any Person violating any provision of these Rules and Regulations shall become liable to the District for any expense, loss, or damage occasioned by the District caused by such violation.

13.4 PENALTIES FOR VIOLATIONS. District may, in its sole discretion, impose penalties under the law and pursuant to the Fee Schedule for any violation of these Rules and Regulations.

13.5 DISTRICT DISCRETION TO STOP OR NOT START WORK FOR NON-COMPLIANCE. All Person, Applicants, and Customers must be (1) current with all monies owed to the District and (2) in compliance, as determined by the District in its sole discretion, with the District's Water and Sewer Documents, Terms and Conditions, Water and Sewer Service and Facilities Agreement, and/or Fee Schedule; otherwise, the District may, in its sole discretion, stop work on existing projects or not start work on new projects of non-compliant Persons, Applicants, and/or Customers.

SECTION 14. VALIDITY

14.1 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.