

terms of a payment arrangement will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a 48-hour lock off notice delivered to the service address at least 48-hours prior to discontinuance of service.

8.3 BILLING OF SEPARATE METERS NOT COMBINED

Each meter on customer's premises will be considered separately and the readings of two or more meters will not be combined unless provided for in the rate schedule, or unless District's operating convenience requires the use of more than one meter. Monthly charges for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

8.4 BILLING FOR SERVICE TO MULTIPLE UNITS

Billing for service to multiple units through a single service is the responsibility of the applicant.

8.5 CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE ¹

8.5.1 Discontinuance of Service²

Any customer may have water service discontinued voluntarily, either temporarily or permanently as described in Rule 8.5.2 and 8.5.3 below, by notifying the District in writing on the appropriate District form at least one (1) day in advance of the desired date of discontinuance except for a Saturday, a Sunday, or a holiday. Any customer requesting discontinuance of service shall pay all charges incurred up to the date of such discontinuance plus any adopted turn-off charge. A customer may request either temporary or permanent discontinuance of service as set forth below.

8.5.2 Temporary Discontinuance³

If a customer requests temporary discontinuance of water service, ~~upon all outstanding charges up to the date of requested discontinuance plus any applicable turn-off charge and meter removal charge having been paid in full, no further monthly charges need be paid to the District. the customer meter will be left in place and locked off.~~ All Monthly Meter Charges (see Section 15.3), Multiple Service Charges (see Section 15.2) and other fixed charges will continue to accrue to be billed on a monthly basis, with interest at the average rate of return earned by the District's invested funds for the last full fiscal year immediately preceding the date on which the charge accrue. ~~At the District's option, it may provide monthly memorandum bills to the customer which show the charges which are accruing. All such accrued charges must be paid in full upon change in ownership of the property for which they are incurred, and all such accrued charges plus any~~ When a customer wishes to restore water service to the meter a turn-on fee will be assessed, reconnection charges, and any required charge for a and a current certification for any backflow prevention device must be paid received before water service is restored to the property. ~~Accumulated charges will accrue at the lesser rate once a meter is either downsized upon written request by the owner or the District allocates capacity to another parcel previously served by this meter, whichever occurs first~~ (Form: 430-TEMP).

8.5.3 Permanent Discontinuance

If a customer requests permanent discontinuance of water service, upon all outstanding charges up to the date of requested discontinuance plus any applicable turn-off charge and meter removal charge having been paid in full, no further monthly charges must be paid to the District. However, if the customer or any subsequent owner of the property later desires to obtain water, service will be subject to all requirements that would be imposed as if the property had never before had water service from the District, including without limitation the imposition of a Meter Installation Charge, a charge for a backflow prevention device, a Meter Capacity Charge, and at the sole discretion

¹ Amended 3/15/96 (Res. 602-96)

² Amended 7/25/86 (Res. 389-86)

³ Amended 3/21/97 (Res. 638-97)

of the San Diego County Water Authority Capacity Charge. Any request for permanent discontinuance must be executed by the owner(s) of record and must be approved by all lienholders of record of the property for which discontinuance is being requested. The identities of such owners and lienholders shall be confirmed by a title report issued as of the date of discontinuance of service by a company satisfactory to the District (Form: 431-PERM).

8.6 NON-PAYMENT OF BILLS

8.6.1 Service Discontinued¹

Service shall be discontinued and meters shall be locked if a delinquent bill is not paid in full within ten (10) days of the mailing of a delinquency notice. A 48-hour lock off notice will be posted on the premises prior to lock off. Locked meters shall be removed upon evidence of water use or lock tampering or Adopted charge for posting a 48 hour lock-off notice shall be added to the bill and must be paid in full. District reserves the right to remove meters for non-payment after every good faith effort of collection has been exhausted. This policy does not apply to customers who fall under the Residential category in section 8.6.4.

8.6.2 Charges for Turn-Off, Turn-On, and Meter Removal

Adopted turn-off and turn-on charges as well as the cost of removing and restoring any removed meters or District locks shall be added to the bill and must be paid in full before service is restored.

8.6.3 Notice and Lien

If payment has not been received Sixty (60) days after service has been disconnected due to non-payment, a notice of intent to lien shall be mailed. If a delinquent bill is not paid in full within ten (10) days of the mailing, a lien shall be recorded with the County Recorder for all unpaid charges then due and for an adopted lien delinquency charge thereon from the date of the lien.

8.6.4 Discontinuance of Residential Only Service Customers for Non-Payment

The District may disconnect residential water service for customers who fail to make payment in accordance with the terms of this policy.

Residential Service will not be discontinued until a bill has been delinquent for at least 60 days and the customer has been contacted by mail as well as placing a door hanger at least 7 days prior to disconnection. The notice will include: the customer's name and address, the amount of delinquency, the date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service, a description of the process to apply for a payment arrangement, a description of the procedure to dispute a bill, and the District's telephone number.

Bill's are due and payable upon presentation and are considered delinquent if not received in the District office by 2:00 p.m. on the last working day of the month for which the bill is dated. If payment is after 2:00 p.m. on the last working day of the month a delinquency fee of 5% of the bill will be charged to the account. At the request of the customer, the District will waive a late fee once within a 12-month period.

Any Customer who is unable to pay for water services within the normal payment period may request an alternative payment arrangement to avoid disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether or not the payment arrangement is warranted. A payment arrangement may include an extension of payment due date or an amortization plan. Failure to comply with the terms of a payment arrangement granted under this section, or to pay subsequent charges, will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the service address no less than five (5) business days in advance of discontinuance of service.

¹ Amended 7/25/86 (Res. 389-86)

For customers who meet all three (3) conditions below and provide required documentation, the District will offer the customer a payment arrangement to avoid discontinuation of service. The terms and conditions of the payment arrangement will be selected by the District at its own discretion.

1. Medical Certification by a Primary Care Provider – The Customer must submit a certification by a Primary Care Provider stating that the termination of service will be life threatening or pose a serious threat to health and safety of any resident of the premises where water service is provided.
2. The customer proves that they are financially unable to pay for residential service within the District's normal billing cycle by submitting evidence that a member of the household is a current recipient of CalWorks, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, California Special Supplemental Nutrition Program for Women, Infants, and Children or the customer declares, under penalty of perjury, that the household income is less than 200% of the federal poverty level.
3. The customer must be willing to enter into a payment arrangement selected by the District. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the District, not to exceed twelve (12) months from the original due date of the bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request a payment arrangement while paying delinquent charges pursuant to an amortization plan.

Failure to comply with the terms of a payment arrangement granted under this section or failure to pay subsequent charges for a period of 60 days will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the service address no less than five (5) business days in advance of discontinuance of service.

If the District furnishes individually metered residential service to residential occupants of a detached single family dwelling, a multi-unit residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District shall make a good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears such that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount to which may be due on the delinquent account. The District will not make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's rules. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of the District's rules, the District will make service available to those residential occupants who have met those requirements. Any resident who becomes a customer of the District pursuant to this pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the District during the preceding payment period. In the case of a detached single-family dwelling, the District shall give notice of termination at least seven day prior to the proposed termination. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property.

The District shall report the number of annual discontinuations of residential service for inability to pay on the District's website.

All notices referenced in this policy shall be provided in English, Spanish, Chinese, Tagalog, Korean and Vietnamese per Section 116922 of California Senate Bill 998.

8.7 DISPUTED BILLS

8.7.1 Bill Payment and Dispute process

The customer has a right to dispute a water bill if a written request is received by the District no more than 10 days after the month following the usage billed (i.e. December charges need to be disputed by January 10). Upon receipt of the written request, the General Manager, Assistant General Manager/Finance Manager, or other designated employee of the District, shall promptly investigate the evidence provided by the Customer and the information on file with the District concerning the water charges in question. A written decision will be provided to the Customer as to the accuracy of the water charges set forth on the bill. The bill in question must be paid by the due date or within 2 days of the decision, whichever is later. Any customer disputing the ultimate determination of the District's staff may appeal to the Board, in writing, within 5 days of the decision. The full amount of the bill must be paid by the due date pending Board review. The Board of Directors will consider the appeal at the next available regular meeting.

9. Section 9 - METER ERROR

9.1 METER TEST

9.1.1 Meter Test

Prior to installation, each meter will be tested using the district's in house certified calibrated test meter and no meter found to register more than one percent (1%) fast or one percent (1%) slow under conditions of normal operation will be placed in service.

9.1.2 On customer request

- a. A customer may, giving not less than one (1) week's notice, request District to test the meter.
- b. District may require customer to deposit an amount to cover the adopted cost of the test.
- c. The meter test deposit will be returned if the meter is found to register more than one percent (1%) fast. Customer will be notified, not less than five (5) days in advance of the time and place of the test.
- d. A customer shall have the right to require District to conduct the test in the presence of customer or customer's representative.
- e. A written report giving the results of the test will be shown to customer within ten (10) days after completion of the test.

9.2 ADJUSTMENT OF BILLS FOR METER ERROR

9.2.1 Fast Meter

When, upon test, a meter is found to be registering more than three percent (3%) fast upon conditions of normal operation, District will refund to the customer the full amount of the over-charge based on corrected meter readings for the period, not exceeding six (6) months, that the meter was in use. If meter is registering fast, but less than 3%, no refund shall apply, but meter should be recalibrated to within 1% slow or 1% fast using the district's in-house certified calibrated test meter.

9.2.2 Slow Meters

- a. When, upon test, a meter used for domestic or residential service is found to be registering more than twenty-five percent (25%) slow, District may bill customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.
- b. When, upon test, a meter used for other than domestic or residential service is found to be registering more than five percent (5%) slow District may bill customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.

9.2.3 Non-Registering Meters

District shall bill customer for water consumed while the meter was not registering. The bill will be ~~at a minimum monthly meter rate or~~ computed upon ~~an~~ an estimate of consumption ~~based either upon~~ of customer's prior use age.

~~during the same season of the year or upon a reasonable comparison with the use of others with the same class of service during the same period and under similar circumstances and conditions.~~

10. Section 10 - FIRE SERVICE

10.1 PURPOSE

A fire service connection of appropriate size may be furnished for fire protection purposes only with no other use permitted there from.

10.2 INSTALLATION CHARGES FOR WORK BY DISTRICT

Applicant shall make an advance deposit of the estimated cost of installing the service connection. Actual cost of the installation will be charged and deposit credited to applicant on completion.

10.3 CONNECTION STANDARDS

Each metered connection shall be constructed in accordance with District requirements and shall include a connection to District's main, a gate valve at the main and a lateral pipeline terminating with a post indicator valve at the property line or other point District designates. The termination point is also the point at which District's maintenance responsibility ends. Applicant shall extend the lateral to service applicant's fire protection or fire sprinkler system. Pressure reducers or backflow protection may be required.

10.4 AUXILIARY FIRE CONNECTION

A compound metered fire connection may be made to provide for fire protection during shutdowns or over demands upon private systems.

10.5 FIRE SPRINKLER CONNECTION

A fire sprinkler connection may will also require metering. The sprinkler system shall be constructed in accordance with requirements established by the public agency responsible for providing fire protection.

10.6 QUANTITY AND OTHER CHARGES

10.6.1 Water for fires

No charge will be made for water to extinguish fires.

10.6.2 Water for Fire Storage Tanks

Water may be obtained from a fire service for filling a storage tank connected with the fire service, but only if District's advanced written permission is secured and an approved means of measurement is available. The rates for customer's class of service shall apply.

10.6.3 Water Availability or Meter Charge

The customer shall pay the periodic water availability or meter charge adopted by the Board of Directors.

10.6.4 Other

Water lost through leakage or used in testing shall be charged at the rate of customer's class of service. Water used in violation of District's Rules shall be charged at the highest adopted rate for any class of service.

10.7 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

11. Section 11 - EMERGENCY AND TRANSIENT SERVICE

11.1 TIME LIMIT

Emergency and transient service shall be disconnected and terminated within thirty (30) days after installation unless a written time extension is given. Time extensions for emergency service shall not be given unless all reasonable measures have been taken to restore the private supply.

11.2 QUANTITY AND OTHER CHARGES

11.2.1 Emergency Service

All fees and other charges applicable to regular service of a like class shall be paid. Water furnished for emergency service shall be charged at the highest adopted rate for any class of service.

11.2.2 Transient Service

Water furnished through a transient service shall be charged at the highest adopted rate for any class of service. An adopted monthly meter charge shall also be paid.

11.3 INSTALLATION CHARGE AND DEPOSITS

An applicant for service shall:

1. Pay District the estimated cost of installing and removing all facilities necessary to furnish such service, or, at District's option, if service is supplied through a fire hydrant meter the applicant will be charged an applicable service charge adopted by the Board.
2. Deposit an adopted amount to be refunded at service termination after deducting all unpaid amounts due District.
3. Deposit an amount equal to the District's estimated value of any District equipment loaned for use on service connections.

11.4 RESPONSIBILITY FOR METERS AND INSTALLATION

Customers shall prevent damage to the meter or to any other loaned facilities from the time they are installed until they are removed or returned to District. If the meter or other facilities are damaged, lost or stolen, the cost of making repairs and/or replacement shall be paid by customer. Written notice of termination of use must be received at District's office during business hours. Customer remains liable to seventy-two hours after District receives such written notice.

11.5 SERVICE ON A FIRE HYDRANT

If service is supplied through a hydrant, a permit for the use of the hydrant shall be obtained from the proper authority and District unless the type of installation does not preclude hydrant use for fire fighting. It is specifically prohibited to operate a hydrant valve other than by using a spanner wrench designed for that purpose.

11.6 UNAUTHORIZED USE

Tampering with any fire hydrant for the unauthorized use of water there from, or for any other purpose, is a misdemeanor, punishable by law.

11.7 PRESSURE AND SUPPLY

The service is subject to the Conditions and Limitations applicable to all service.

11.8 MUTUAL AID ¹

As a condition to receiving emergency service, the applicant shall authorize District to use applicant's facilities to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following one year period.

¹ Amended 12/17/82 (Res. 339-82)

12. Section 12 - CROSS CONNECTIONS

12.1 HEALTH STATUTES AND REGULATIONS (ADOPTED BY REFERENCE)

The California Health and Safety Code provides, among other things, that it is unlawful for any person to supply any water used or intended to be used for human consumption or for domestic purposes which is impure, unwholesome or un-potable. Regulations of the State Water Resources Control Board Division of Drinking Water prohibit unprotected cross connections between the public water supply and any unapproved source of water. The regulations of the State Water Resources Control Board relating to cross connections and backflow prevention devices in effect from time to time can be found in detail in the District's Cross Connection Control Program Ordinance and include, but are not limited to the following-:

12.2 PURPOSE

To comply with the Health & Safety Code and the regulations of these health agencies, and the following purposes, District will neither make nor maintain any service connection unless District's water system is protected as provided in these rules and the Regulations of California Department of Public Health:

1. To protect District's water supply against actual or potential cross connections by isolating within the premise contamination or pollution that may occur because of some undiscovered or unauthorized cross connection on the premise.
2. To eliminate existing connections between drinking water systems and other sources of water not approved as safe and potable for human consumption.
3. To eliminate cross connections between drinking water systems and other sources of water or process water used for any purpose whatsoever which jeopardize the safety of the drinking water supply.
4. To prevent the making of cross connections in the future.
5. To protect the drinking water supply within the premises where plumbing defects or cross connections may endanger the drinking water supply.

12.3 INTENT - DEGREE OF HAZARD

It is recognized that there are varying degrees of hazard, and the degree of protection should be commensurate with the degree of hazard. In the instances where conditions warrant, modifications of the standard installation herein indicated may be made.

12.4 PLUMBING CHANGES REQUIRED

In special circumstances, when customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the backflow prevention devices. In making plumbing connections customer shall be guided entirely by local or state planning ordinances and not by District.

12.5 RELIEF VALVE RECOMMENDED

As a protection to customer's plumbing system, a suitable relief valve should be installed and maintained by him, at his expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

12.6 BACKFLOW PROTECTION ON ADDITIONAL WATER SUPPLY LINES

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 District's mains entering such premises, building or structures shall be protected by an approved backflow prevention device, regardless of the use of the additional water supply lines.

12.7 PROTECTION AGAINST INTER-STREET MAIN FLOW

Two 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 an approved backflow prevention device on each water service connection to be located adjacent to and on the property side of the respective meters.

12.8 LOCATION OF DEVICES

Backflow prevention devices shall be installed by customer at the water service connection adjacent to the meter, in an accessible location, above ground wherever practicable, and in accordance with District's Standard Drawings and Specifications. Reduced pressure principle backflow prevention devices must always be located above ground.

12.9 DEVICE SIZE

Backflow prevention devices shall have at least the same cross sectional area as the water meter. In those instances where continuous water supply is necessary, two sets of backflow prevention devices shall be installed in parallel. Where parallel devices are required, the sum of the cross sectional areas of the devices shall be at least equivalent to the cross sectional area of the water meter.

12.10 DEVICE OPERATING PRESSURE

Where the maximum pressure in the street water main exceeds 150 PSI, a pressure regulator set at 150 PSI or less must be installed upstream of the backflow prevention device.

12.11 INSTALLATION

All backflow prevention devices shall be approved by District. Purchasing and installation of said devices is the responsibility of Customer.

12.11.1 MAINTENANCE AND TESTING ¹

The California Public Health Department Regulations and District require that all backflow prevention devices be tested periodically (approximately every 12 months). District shall notify customer when testing of backflow preventer is needed. If customer does not provide a certified test report by the due date, District will test the device and add charges for test on the customer account. The customer shall be responsible for the repair, overhaul or replacement of a defective device and charges associated with same. Reports of testing and maintenance shall be maintained by the District for a minimum of three years.

12.12 DISCONTINUANCE OF SERVICE

Service to any premise may be immediately discontinued by District if a backflow prevention device required by these rules is not installed or maintained, or if a backflow prevention device has been removed or bypassed, or if unprotected cross connections exist on the premises, or, if customer fails to timely pay any charges due hereunder. Service will not be restored until such conditions are corrected.

¹ Amended 12/15/95 (Res. 598-95)

12.13 TYPES OF DEVICES REQUIRED FOR SPECIFIED PREMISES OR SYSTEMS

An approved backflow prevention device, where cross connection protection is required, shall be of a type as approved by and on the University of Southern California's List of Approved Backflow Prevention Assemblies¹

12.14 CHARGES^{2 3}

These rules being deemed necessary to protect the public water supply from backflow from customers' premises, the charges adopted by the Board are to be borne by the customer requiring the installation, periodic testing, maintenance, repair and replacement of the backflow prevention device.

¹ Amended 8/28/01 (Res. 816-01)

² Amended 12/15/95 (Res. 598-95)

³ Amended 6/27/97 (Res. 655-97)

13. Section 13 - SERVICE CONNECTIONS

13.1 SERVICE CONNECTIONS

13.1.1 General Rule

Service and meters must be installed on a main fronting the parcel to be serviced. If there is more than one such main, installation must be on the main closest to the nearest boundary of the parcel unless a compelling reason to deviate is obvious from the District's point of view.

13.1.2 Off-Site Meter Service ¹

Application for temporary service at the nearest existing main to an individual parcel not fronting an existing main may be approved by the Board of Directors, in its discretion, to account for unusual conditions. As a condition to temporary service, the owner of the parcel, in addition to payment of all fees and charges applicable to regular service, must execute and acknowledge for recordation, owner's agreement as prescribed by the Board providing for:

1. Installation and maintenance of a pipeline and other required facilities from the temporary meter to owner's parcel and acquisition of any required easements, all at owner's expense;
2. Discontinuance of temporary service and application for regular service at an appropriate point closer to owner's parcel upon installation of a main which District determines is the main from which the parcel should receive regular service; and
3. Payment by owner of the entire cost of relocation and such reasonable charges as District may then establish for connection including a pro rate share the cost of installation of such main and any service area charge, the total of which shall not be less than District's then established connection fee and service area charge to others for such regular service; and
4. Such other matters as the Board may reasonably require.

13.1.3 Location and Size

Subject to the final judgment of District as to the reasonableness thereof in light of District's needs and limitations prescribed from time to time, District will furnish and install a service connection of such size and at such location as the applicant requests. All meters shall be sized to deliver no more than 6 g.p.m. for each acre entitled to service. The service connection will be installed from the main to the curb line or property line of the parcel which abuts on a street, or other thoroughfare, or on a District right-of-way.

13.2 SEPARATE SERVICE REQUIRED

13.2.1 Parcels Under Single Ownership

Separate service shall be required for all parcels under separate ownership at the sole cost and expense of the owners.

¹ Amended 12/20/96 (Res. 634-96)

13.2.2 Service Upon Parcel Division

Upon division of any parcel being served, the service as installed shall be deemed to be for the parcel fronting the service and the meter shall be properly sized for the parcel at the sole cost and expense of owners.

13.3 MULTIPLE UNITS

13.3.1 Number of Services to Separate Premises

Separate premises will be supplied through separate service connections unless the Board elects otherwise.

13.3.2 Service to Multiple Units

Separate houses, buildings, living or business quarters the same parcel or adjoining parcels, under single ownership, or management and control, may be served at District's option by:

1. Through separate service to each or any unit provided that the pipeline system from each service is independent of the others, and it is not interconnected, or
2. Through a single service to the entire premises. Upon the sale or separation of management and control of a portion of property after application for water service, the portion sold or separated will no longer be considered as premises entitled to water from this service connection.

13.4 METERS

13.4.1 Location

Meters, when authorized, will be installed at the curb, at the property line or at edge of a right-of-way.

13.4.2 No Rent

No rent or other charge will be paid by District for a meter or other facilities, including housing and connections, on a customer's premises.

13.4.3 Meters Sealed

All meters will be sealed by the District when installed, and no seal shall be altered or broken except by District.

13.5 CHANGE IN LOCATION OF METERS OR SERVICE CONNECTIONS

Meters or service connections moved for a customer's convenience will be relocated at customer's expense. Meters or service connections moved to protect the District's property will be moved at District expense, temporary service connection excepted.

13.6 CHANGES IN SIZE OF METER

Changes in meter size may be made subject to other provision of these rules and subject to full payment of the new size meter and service installation charge. For increases the then current fees and charges applicable for new service shall also apply. Credit shall be given for removed meters in amounts adopted by the Board from time to time.

14. Section 14 - NEW FACILITIES

14.1 GENERAL POLICY

Except for facilities constructed by District with the proceeds of bond funds or general funds, it is the general policy of District to require that all new facilities, both on and offsite, be constructed at the sole expense of owners requesting service and that District be without any costs or expense in connection therewith.

14.2 COSTS ADVANCED

The cost of facilities, including any required easements and facilities sites, and all environmental review, governmental approvals and permits, design, engineering, testing, inspection, legal, bonding, insurance, supervision, administrative and overhead costs, transportation, utilities, labor, materials and equipment, shall be paid entirely by owner.

14.3 EXTENSIONS OF MAINS

All water main extensions within public rights-of-way shall be extended fully across the frontage of all parcels to be served. Where the boundary of the property or subdivision shall also be the boundary of the District, the pipeline may be terminated approximately five feet inside the last parcel.

14.4 DISTRICT PARTICIPATION - EXCESS SIZING

Where District requires construction of a pipeline having a diameter greater than eight inches and greater than that required for service to the development, either within the development or off-site, District may participate in the cost thereof in the following manner: The entire cost of such line must be initially provided by owner, including the cost of survey, engineering and rights-of-way. District may agree with developer to refund to developer, without interest and within five years from the Board acceptance of such line, such amount as may be adopted by the Board for such lines.

14.5 REFUND AGREEMENT

District may enter into a refund agreement whereby a part of the cost of the pipeline may be recovered from owners, including the installer, whose property is served from the line. Such refund agreement may provide for the payment to the installer of the amounts paid to District, during the ten (10) year period following the Board's acceptance of said facilities, as the adopted connection fee, if any, in effect at the time District enters into an agreement with the installer. The amount to be refunded shall be limited to such amounts as may be adopted by the Board. If District participates in the cost of the line, the connection fees as received shall be divided proportionately between District and installer.

14.6 CONSTRUCTION AGREEMENT

All facilities shall be constructed under agreements containing such standard and special conditions for the payment of District costs, expenses and charges, insurance, performance and payment security and other matters, as the Board may adopt from time to time.

14.7 OTHER FEES AND CHARGES

By constructing facilities, neither the owner or owner's property shall be relieved of the obligation to pay any capacity charge, meter and service installation, expansion, operation, maintenance, or other fees or charges which may be adopted from time to time.

15. Section 15 - FEES AND CHARGES

15.1 IN GENERAL

In addition to fees and charges and water rates prescribed elsewhere, each class and type of service shall be subject to each of the fees and charges adopted by the Board from time to time, and in such amounts as may be then in effect for the class and type of service and the meter type and size installed.

15.2 PAYMENTS AND DEPOSITS - EFFECTIVE DATES

All required fees and charges or deposits shall be made at the time of application. If installation is delayed for any reason other than that due to the scheduling of installation work by District, the applicable fees and charges shall be those in effect on the date of installation, and any increased amounts shall be paid before installation. Unless otherwise provided in the action taken by the Board, all fees and charges shall be effective on the date of adoption and shall apply irrespective of the date of application for service and any delays in the processing thereof.

15.3 APPLICABLE TO EACH SERVICE

Each fee and charge shall also apply to service to each parcel of divided lands without credit for any such fees and charges paid with respect to said lands prior to division.

15.3.1 SDCWA & MET FIXED CHARGES

The Fixed Charges levied upon the District from the San Diego County Water Authority and the Metropolitan Water District shall be a *Direct Pass Through* based on the same methodology as SDCWA & MET uses to allocate the charges to the District.

16. Section 16 - WATER RATES

16.1 QUANTITY CHARGE

Quantity charges for all water delivered during a billed period shall be those adopted for each class of service and service area, including penalty or surcharges levied on all water consumed in excess of such quotas/consumption limitations as the District shall establish from time to time, either in order to comply with mandatory supply reductions imposed by an imported water wholesaler (such as the San Diego County Water Authority or the Metropolitan Water District of Southern California) or as required by reductions in available local supplies.

16.2 MULTIPLE DWELLINGS, SPACE AND UNITS

For each service connection to which more than one dwelling unit, dwelling space, mobile home or trailer unit, or other type of unit (service unit) is connected, whether occupied or not, an adopted multiple service charge shall be made for each unit less one(1). The multiple service charge shall also apply to each dwelling (occupied or not) on premises served by other than a domestic meter sized 2” or above.

16.3 MONTHLY METER AND MINIMUM CHARGES ¹

Unless service has been temporarily or permanently discontinued pursuant to Rule 7.5.2 or 7.5.3 monthly meter and/or minimum charges shall be paid irrespective of water use for each service connection in an amount adopted for each class of service and meter size in addition to all other charges. If service has been temporarily discontinued, payment of these charges may be deferred as set forth in Rule 7.5.2.

16.3.1 SDCWA INFRASTRUCTURE ACCESS CHARGE (IAC) ²

The IAC is a fixed monthly charge set by the San Diego County Water Authority on all retail meters within it’s boundaries in order to maintain a minimum level of their projected fixed revenues. The charge is based on “household meter equivalents”. The following are exempt from the charge: 1. Meters used exclusively for fire service; 2. Mutual Water Companies (Wholesale Agencies); 3. Improvement District “A”; 4. Temporarily discontinued meters; 5. Meters that have not taken water during the previous 12 months ending Dec. 31st; 6. Emergency Meters.

16.4 PUMPING CHARGE

Where service connections are located on portions of the distribution system of the District at such points so as to require pumping for the delivery of water, an adopted pumping charge, based upon the pumping station through which water is delivered, shall be added to all other charges imposed by District.

16.5 SPECIAL CHARGES FOR IMPROVEMENT DISTRICTS

In addition to all other charges, adopted special charges shall be levied and collected for all water delivered in designated improvement districts, including special connection charges.

16.5.1 SPECIAL SERVICE CONNECTION CHARGE (SSCC)

In addition to all other charges, adopted special charges shall be levied and collected from properties within the designated service area prior to allowing connection to the reimbursement facility. The Special Service Connection Charge would include the properties pro rata share of the construction cost of the reimbursement facility.

¹ Amended 3/15/96 (Res. 602-96)

² Amended 12/18/98 (Res. 710-98)

16.6 SERVICE AREA CHARGES

In addition to all other charges, adopted special charges shall be levied and collected for all water delivered in designated Service Areas.

16.7 EFFECTIVE DATES

Unless otherwise provided in the action taken by the Board, all rates and charges shall be applicable with respect to all billings resulting from meter readings made after date of adoption irrespective of the fact that the quantity of water metered may have been delivered prior to the effective date but subsequent to the last meter reading before that date.

16.8 PUBLIC LANDS

This section shall apply to water delivered to and used upon property not subject to District taxes.

17. Section 17 - CONTRACT SERVICE

17.1 PURPOSE

To ensure that District's limited peak demand capacities are equitably apportioned, it is necessary that parcels of land with private supplies developed in partial reliance on District's capacities be identified and that the extent of District's commitment to said lands for intermittent or extended service be fixed.

17.2 ELIGIBLE PARCELS

Parcels of land outside of Improvement District A for which a service connection has been continuously installed since April 15, 1977 may be eligible for contract service to the extent the parcel was developed before April 15, 1977 in reliance on District's capacities.

17.3 APPLICATION AND AGREEMENT

Applicant will be required to execute a special application and agreement form setting forth:

1. Such matters as required for other applications.
2. Such information as may be reasonably necessary to establish potential demand and reliance on District's capacities.
3. Applicant's and District's agreement fixing and limiting the maximum demand upon District.
4. Applicant's agreement to pay the cost of installing a substitute meter of a size no greater than that needed to meet an agreed upon potential demand.
5. Applicant's authorization for District to use applicant's facilities, to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense, but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following one-year period.¹
6. Applicant's agreement to pay all fees, rates and charges applicable to regular service of a like class.
7. Applicant's agreement that should service be discontinued at applicant's request the parcel will no longer be eligible for any service other than Emergency or Fire Service.²
8. Applicant's agreement to designate before any division of the parcel is completed, how the maximum demand is to be allocated among the resulting parcels and that failing such designation the entire maximum demand shall be allocated to the parcel fronting the service.

¹ Amended 12/17/82 (Res. 339-82)

² Amended 12/17/82 (Res. 339-82)

17.4 SERVICE UPON PARCEL DIVISION

17.4.1 ALLOCATION OF DEMAND

Upon division of any parcel, the agreed upon maximum demand shall be allocated as designated by the record owner thereof immediately before such division. Failing such designation, the entire maximum demand shall be allocated to the parcel fronting the service and the other parcels shall not be eligible for Contract Service.

17.4.2 AGREEMENT AND METERS

Upon an allocation of the demand among divided parcels a separate special application and agreement shall be executed reflecting the allocation. Should the parcels come under separate ownership, the owner's thereof shall apply and pay for reduced sized meters in substitution of the existing meter. In no event shall the combined sizes of separate meters result in a greater potential demand than that of the substituted meter.

17.5 ADDITIONAL CONTRACT SERVICE

Parcels outside of Improvement District A with regular service which develop private supplies may by agreement approved by the Board of Directors obtain Contract Services on such terms and conditions as are consistent with District's policy of equitably apportioning available source of supply.

17.6 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

18. Section 18 - WHOLESALE SERVICE

18.1 PURPOSE

To ensure that District's limited peak demand capacities are equitably apportioned it is necessary that the extent of District's commitment to Wholesale Customers for intermittent or extended service be fixed.

18.2 RESTRICTIONS ¹

District's commitment for service to a Wholesale Customer shall be fixed to the extent parcels in its service area were developed before April 15, 1977 in reliance on District's capacities. As to any parcel not within the customer's service area on April 15, 1977, District water will only be served for domestic purposes.

18.3 APPLICATION AND AGREEMENT

Customer will be required to execute a special application and agreement form setting forth:

1. Customer's service area on April 15, 1977.
2. Such information as may be reasonably necessary to establish potential demand and reliance on District's capacities.
3. Customer's and District's agreement fixing and limiting the maximum demand upon District.
4. Customer's agreement to pay the cost of installing a substitute meter of a size no greater than that needed to meet an agreed upon potential demand.
5. Customer's authorization for District to use customer's facilities, to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense, but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following ~~one~~ one-year period.²
6. Customer's agreement to pay all fees, rates and charges adopted to from time to time.
7. Customer's agreement that should service be discontinued at its request, the customer will no longer be eligible for any service other than Emergency Service.

~~18.4 LOSS OF SERVICE~~

~~A customer shall no longer be eligible for any service other than Emergency Service and any District commitment for service shall terminate if:~~

- ~~1. The customer has not by July 1, 1983, entered into an agreement for Wholesale Service, or³~~
- ~~2. Wholesale Service having been established is discontinued at the customer's request.~~

~~18.5~~ 18.4 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

¹ Amended 12/17/82 (Res. 339-82)

² Amended 12/17/82 (Res. 339-82)

~~³ Amended 3/18/83 (Res. 343-83)~~

19. Section 19 – SUPPLY CONVEYANCE AND EXCHANGE POLICY

19.1 GENERAL

California Water Code §1810 provides that neither the state, nor any regional or local public agency may deny a bona fide transferor of water the use of a water conveyance facility (water wheeling) which has unused capacity, for the period of time for which that capacity is available, if fair compensation is paid for the use.

Fair Compensation is defined as reasonable charges incurred by the owner of the conveyance system, including capital, operation, maintenance and replacement costs, and increased costs from any necessitated purchase of supplemental power.

In order to adhere to the Water Code the District has established a Supply Conveyance and Exchange Policy that includes, but is not limited to the following regulations.

19.2 PURPOSE

The purpose of the Section is to set forth policy guidelines by which the District will address the financial and operational components of water system access, as well as impacts on water quality and current customers.

19.3 POLICY PRINCIPLES

Requests for access to District owned and operated water conveyance facilities (water wheeling) shall be evaluated using the following policy guidelines:

- a) Evaluation and the granting of access shall be made in a manner consistent with California water law; and
- b) The review and approval of access shall ensure no harm to existing District customers;
- c) Criteria for consideration shall serve to protect the District's financial position, operational performance, and quality of service delivered; and
- d) The District will facilitate acceptable and appropriate water system access.

19.4 COST RECOVERY

Cost for access to water conveyance systems shall be recovered on a uniform rate basis and include the proportionate cost of such access, encompassing all aspects of the District's integrate water distribution network.

Such costs for access shall be proportionately recovered on a per-acre-foot charge that, at a minimum, includes:

- a) Water distribution system capital, operational and maintenance costs;
- b) Water distribution system indirect support costs including, but not limited to, billing, meter reading, and similar services;
- c) Water system value of capital assets (with annual CCI increase), net of depreciation, and the replacement and refurbishment costs attributable to the proposed use;
- d) Water treatment costs; and
- e) General and administrative costs.

The District shall not be responsible for other potential costs such as, but not limited to, those associated with pre-treatment, environmental, or regulatory concerns, which shall be the responsibility of those wheeling water through the District's system.

The wheeling rate shall be adjusted annually each January based on a 10-year rolling average of the year-end audited District costs and shall be established by the District's Board of Directors and shown in the Schedule of Rates, Rentals, Fees and Charges. A \$5,000 one-time fee is required at time of application to cover application and administrative cost.

19.5 WATER QUALITY AND CUSTOMER IMPACTS

Approved access to conveyance systems shall in no way harm, or adversely impact the customer of the District, or the quality of water delivered by the District.

- a) The District shall not accept water for Conveyance that, at District's sole discretion, is determined to unsuitably degrade existing ambient water quality at the point of connection. Such determinations may include, but are in no way limited to, impacts caused by regulated contaminants.
- b) Those wheeling water through the District's system shall provide on-going treatment and water quality monitoring as prescribed by the District; and
- c) Those wheeling water shall obtain and maintain, at their sole cost and expense, all necessary environmental, regulatory, and governmental permits and approvals.

20. Section 20 - IMPROVEMENT DISTRICT A - WATER AVAILABILITY AND SPECIAL CONNECTION CHARGES

In addition to all other charges, lands within Improvement District A are subject to water availability and special connection charges currently established by ordinance.

21. Section 21 - WATER SHORTAGE

From time to time provisions for water shortages not made herein shall be made by ordinances or special adoptions. All service shall be subject to those ordinances or special adoptions.

22. Section 22 - SEVERABILITY

If any portion of these rules or any schedules adopted pursuant hereto is for any reason declared invalid, such declaration shall not affect the validity of the remaining portions thereof. The Board does hereby declare that it would have adopted these rules and regulations and schedules and each portion thereof irrespective of the fact that any one or more portions be declared invalid.

23. Section 23 - WATER CONSERVATION (RESERVED)

**YUIMA MUNICIPAL WATER DISTRICT
RULES AND REGULATIONS GOVERNING WATER SERVICE**

24. SCHEDULE OF RATES, RENTALS, FEES, DEPOSITS & CHARGES

EFFECTIVE ~~January 1, 2022~~ July 1, 2022

2.17 RESTORATION-RECONNECTION CHARGES:

All unpaid charges, including with limitation, quantity (Rule 15.1), multiple service (Rule 15.2), monthly meter (Rule 15.3), turn off (Rule 7.5.2), turn on (Rule 7.6.2), connection (Rule 14.2), capacity (San Diego County Water Authority), interest (Rule 7.5.2), and delinquency charges (Rules 7.2.5 and 7.6.3) and any required deposit amounts (rule 6.3), must be paid in full before discontinued water service is restored.

2.27 COSTS OF DISTRICT - Labor & Equipment:

Hourly rates established when district is to be paid for its costs

MANAGEMENT CONTRACT HOURLY RATES

HOURLY RATES

Hourly rate for work performed over and above the management contract hours and service work performed for others.	\$ 71.84 <u>76.06</u>
Holiday & Overtime Hourly Rate	\$ 92.88 <u>103.64</u>

EMERGENCY SERVICES CONTRACT HOURLY RATES

Hourly rate for work performed under all Emergency services Contracts.	\$ 71.84 <u>76.06</u>
Holiday & Overtime Hourly Rate	\$ 92.88 <u>103.64</u>

RECORD KEEPING/SECRETARIAL HOURLY RATES

For work performed over and above the office/record keeping contract hours and office related functions.	\$ 51.64 <u>53.47</u>
Holiday & Overtime Hourly Rate	\$ 77.46 <u>80.20</u>

GENERAL MANAGER HOURLY RATE

\$ ~~97.74~~112.27

EQUIPMENT RENTAL

HOURLY RATES

For District equipment used by District personnel on service jobs

BACKHOE - Rental per hour	*\$ 69.00
UTILITY TRUCK/CRANE/WELDER – Rental per hour	99.00
CERTIFIED TEST METER	20.00
GREEN MACHINE/CEMENT MIXER/SUMP PUMP	10.00
BOAT RENTAL/TAPPER/PIPELINE LOCATOR/ AIR COMPRESSOR	10.00
Chlorine Trailer (plus cost per gallon of liquid chlorine used)	20.00

*Maximum charge for backhoe will be billed at \$325 per day

2.3.1	<u>WATER AVAILABILITY LETTERS</u>	\$ 75.00
2.3.0	<u>SEPTIC PLAN CHECK FEE</u>	\$ 75.00
2.31	<u>DEFERRAL APPLICATION PROCESSING FEE</u>	\$ 500.00
2.31	<u>PROCESSING TERMINATION OF DEFERRAL AGREEMENT</u>	\$ 500.00
2.31	<u>FIRE PLAN CHECK FEE</u>	\$ 145.00
2.31	<u>ANNEXATION APPLICATION</u>	\$5000.00
2.31	<u>WATER SERVICE APPLICATION FEE</u>	\$ 15.00
2.31	<u>DELINQUENT ACCOUNT LIEN FILING & RELEASE</u>	\$ 75.00
2.31	<u>DOCUMENT PROCESSING & RECORDING</u>	\$ 75.00

4.1.1 NEW METER INSTALLATION - ESTIMATED DEPOSITS

METER SIZE	NEW SERVICE	SUBDIVISION w/ EXISTING SERVICE OUTLET
5/8 inch x 3/4 inch	\$ 3,900	\$ 800
1 inch	4,100	1,000
1 ¼ inch – 1 ½ inch	4,800	1,400
2 inch	5,500	1,600
3 inch	T & M	T & M
4 inch	T & M	T & M
5 inch & larger to be estimated at the time of application		

The minimum deposit for T&M jobs will be based on a contractor quote for the job plus 15%

4.2	<u>ANNEXATION FEE</u>	\$ 3,021 per acre
4.2(b)	<u>ANNEXATION Administrative processing initial deposit</u>	\$ 5,000
4.4	<u>ANNEXATION IN-LIEU FEE (in addition to 4.2)</u>	\$ 1,203 per acre

7.3 DEPOSIT AMOUNTS (Establish and Restore Credit):

Three times the estimated average monthly bill, but not less than:

METER SIZE	DEPOSIT AMOUNT
5/8 inch – 3/4 inch	\$75
1 inch	80
1 ¼ inch – 1 ½ inch	180
2 inch	325
3 inch	750

4 inch	1,250
5 inch	2,000
6 inch	3,000

8.2.3 RETURNED CHECK CHARGE: \$ 36.00

8.2.5 DELINQUENCY CHARGE: 5% of any amount unpaid monthly

8.5.2 INTEREST:
The average rate of return earned by the district on invested funds for the last full fiscal year immediately preceding the date on which the charge accrues.

8.6.2 TURN-OFF, TURN-ON, METER REMOVAL AND RECONNECTION CHARGES

Turn-off Fee	\$ 50.00
Turn-on Fee	50.00
Posting of 48-hour lock-off notice	50.00
Locked out/replace District Lock Charge	70.00

Reconnection Charges : Actual cost of removing or reconnecting removed meters

8.6.3 DELINQUENCY CHARGE (Lien Filed)
1.5% of any unpaid amount monthly

9.1.2 METER TEST DEPOSIT

<u>1 1/2 inch or smaller</u>	<u>Larger than 1 1/2 inch</u>
\$ 60.00	\$ 90.00

10.6.1 FIRE METERS: No charge for water to extinguish fires.

Monthly meter charge: One-half regular rate

Installation: District’s cost for meter, back-flow device, materials and labor.

11.2.1 EMERGENCY SERVICE: (rate code N)

Water rate: Highest adopted rate Plus applicable pump zone and meter charge

11.3	Deposit Required:	\$ 300.00
	Installation charge:	175.00
	Removal charge:	175.00

11.2.2 TRANSIENT SERVICE: (rate code Q)

Water rate: Highest adopted rate for any class of service.
Plus applicable pump zone and meter charge

11.3	Deposit Required:	\$ 300.00
	Installation charge:	175.00
	Removal charge:	175.00

11.5 **TEMPORARY HYDRANT CONSTRUCTION METER** (rate code Q,QL)
 Water rate 1.09005/100 gallons
 Plus applicable pump zone and meter charge

Installation charge: 175.00
 Removal charge: 175.00

12.14 **CROSS CONNECTIONS:**

Annual Inspection Charge Maintenance, repair & replacement
 \$ 60.00 cost
Backflow Device Installation - Estimated Deposits

METER SIZE	DOUBLE CHECK	REDUCED PRESSURE*
5/8 inch	\$195	\$315
1 inch	210	400
1 ½ inch	390	685
2 inch	475	900
3 inch	1,400	2,400
4 inch	1,950	3,200
5 inch & Larger to be estimated at time of application		

**Add \$200 if domestic tee is required*

13.6 **CREDIT FOR REMOVED METERS:**

METER SIZE	MAXIMUM REFUND	NO CREDIT FOR:
5/8 inch	\$25	a. Obsolete meters
1 inch	35	b. More than salvage value
1 ½ inch	65	c. Meters replaced by District
2 inch	90	
3 inch	170	
4 inch or larger	280	

14.7 **WATER SERVICE CAPACITY CHARGES**

METER SIZE	DEMAND FACTOR (EDU) <i>(EDU = 30 gpm)</i>	CAPACITY CHARGE* <i>(effective 1/1/2022)</i>
Under 1 inch	1	\$3,338
1 inch	1.6	5,341
1 ¼ inch – 1 ½ inch	3	10,017
2 inch	5.2	17,361
3 inch	9.6	**32,048
4 inch	16.4	**54,752
6 inch	30	**100,155
8 inch	52	**173,600
10 inch	78	**260,373
12 inch	132	**440,631

*Plus the District's cost for meter, back-flow device, materials and labor. The foregoing are in addition to other charges that may be imposed upon an improvement district pursuant to Ordinance No. 51-81 Special Connection Charges - IDA.

**On all meters 3" and larger and all tract maps a \$1,500 deposit is required to conduct a study, pursuant to Resolution 960-04. An additional charge to be determined by a study conducted by the District at the time of application for three inch and larger meters and for all tract maps. The purpose of such study will be to determine what additions or modifications to the District's facilities will be required as a result of the new demand, and at what expense. The study shall be conducted at the applicant's expense, and the applicant shall deposit \$1,500 with the District at the time of application to be applied to the cost of the study.

The following acreage ranges shall determine the maximum size meter allowed on a parcel of land:

Parcel Size	Maximum Meter Size
Lot to 3 acres	Under 1"
3+ to 8 acres	1"
8+ to 16 acres	1 1/2"
16+ to 20 acres	2"
20+ to 60 acres	3"
60+ to 80 acres	4"
80+ to 105 acres	5"
105+ to 216 acres	6"
216+ to 450 acres	8"

SAN DIEGO COUNTY WATER AUTHORITY – CAPACITY CHARGES:

Meter Size (inches)	ME Factor	System Capacity Charge (effective 1/1/2022)	Water Treatment Capacity Charge (effective 1/1/2022)
Less Than 1"	1	\$5,328	\$149
1"	1.6	8,525	238
1 1/2"	3	15,984	447
2"	5.2	27,706	775
3"	9.6	51,149	1,430
4"	16.4	87,379	2,443
6"	30	159,840	4,470
8"	52	277,056	7,748
10"	78	415,584	11,622
12"	132	703,296	19,668

The San Diego County Water Authority Capacity Charges are a direct pass through. Charges are collected at the time of meter application and remitted to the San Diego County Water Authority. Effective 1/1/2020

15.3.1 SDCWA & MET FIXED CHARGES

	CY 2022
Capacity Allocation / Reservation Charge (MET Fixed Charge)	\$173,833
Customer Service Charge (CWA Fixed Charge)	\$338,626
Storage Charge (CWA Fixed Charge)	\$216,542
Supply Reliability Charge (CWA Fixed Charge)	\$115,256
Readiness-to-Serve Charge (MET Fixed Charge)	\$182,501

The SDCWA & MET Fixed Charges are levied as *direct pass through* based on the same methodology as SDCWA & MET uses to allocate the charges to the District. These charges or credits will show as a separate line item on the water bill based on each customer's rolling average.

16.1 QUANTITY CHARGE:

SERVICE TYPE	RATE PER UNIT (100 cubic feet)
Yuima PSAWR Agricultural (rate code C & AY)	3.26063.2714
Yuima Domestic & Non-PSAWR Agricultural (rate code B, AD & CY)	4.24903.7673
IDA PSAWR Agricultural (rate code P)	2.47152.5526
IDA Domestic & Non-PSAWR Agricultural (rate code E, F & AI)	3.16763.5598
IDA Water Development & Use Agreements (rate code H)	1.23581.2763
Non-Potable Water Credit (rate code BR)	.068871

16.2 MULTIPLE SERVICE CHARGE: (All services and classes) *

Per Service Unit \$59.06

* Charge applies to temporary discontinued services

16.3 MONTHLY METER CHARGES:** (All services and classes) *

METER SIZE	MONTHLY CHARGE**
5/8-inch	\$36.81
1 inch	58.91
1 ¼ - 1 ½ inch	110.50
2-inch	191.54
3-inch	353.59
4-inch	604.06
5-inch	854.51
6-inch	1,105.00
8-inch	1,915.30
10-inch	2,872.27
Fire Meters (see 10.6.1)	

** Effective month of installation. If meter reduction delayed, reduced charge shall be effective month of installation or after 90 days from date of request, whichever is earlier. (The District may participate in the cost of substituting a smaller sized meter upon customer's written request. Customer will pay for backflow device and expense of relocation).

MONTHLY METER CHARGES: (Recorded agreements)

0	(Gregory Canyon Catch Agreement - House)	\$	0	no meter installed
1 ½"	(Borden IDA Agreement – Eisenlohr Parcel)		52.08	
4"	(Borden IDA Agreement – Eisenlohr Parcel)		52.08	

16.3.1 SDCWA Infrastructure Access Charge IAC

METER SIZE	MONTHLY CHARGE*** (effective 7/1/2019)
5/8 -inch	\$4.24
1-inch	6.78
1 ¼ - 1 ½ inch	12.72
2-inch	22.05
3-inch	40.70
4-inch	69.54
6-inch	127.20
8-inch	220.48
10-inch	330.72

*** The following are exempt from the charge: 1. Meters used exclusively for fire service; 2. Improvement District "A"; 3. Temporarily discontinued meters; 4. Meters that have not taken water during the previous 12 months ending Dec. 31; 5. Emergency Meters.

16.4 PUMPING CHARGES:

PUMP ZONE	RATE PER 100 CUBIC FEET
1 (IDA)	\$0.16900
2 (IDA)	.37914
3 (IDA)	.64249
4 (IDA)	.81402
5 (Yuima)	.23755 .23014
6 (Yuima – Wholesale Master Meter)	.23755 .23014
7 (Pettis usage App 506 & 507 from Pettis Reservoir)	.81402
8 (Hegardt Catch App. 745 no pump zone cg.)	.00000
9 (IDA Well Agreements no pump zone cg.)	.00000
10 (Dunlap Ag. Only Res. Pettis Catch –House)	.00000
11 (Interdepartmental Taps (3-IDA's))	.23755 .23014
12 (Well #22 to Tank 1 pumping charge)	.06197
13 (IDA Perricone bypass water to Yuima pumping cg.)	.61016
14 Rancho Estates Pump Zone – reserved for Rancho	
15 Fire Hydrant Construction meters	(applicable pump zone where hydrant meter is set)

16.5 IMPROVEMENT DISTRICTS: (rate code TX & BP)

Used For District Interdepartmental Water Transfers Only
Rate Per 100 Cubic Feet*

Interdepartmental Taps - PSAWR	2.7236 \$3.1913
Interdepartmental Taps – Non-PSAWR	\$3.6893

IMPROVEMENT DISTRICT SERVICE AREA CHARGES:

IDA Special Connection Charge	\$ 8,487 per acre or major fraction thereof
Ordinance No. 128-18	\$ 4,200 minimum charge for any

parcel containing less than one-half acre.

16.5.1 **SPECIAL SERVICE CONNECTION CHARGE (SSCC) – Hampton Road Pipeline**

APN 130-050-33, 34, 35	\$ 5,717.63
APN 130-050-36	\$ 5,717.63
APN 130-050-31	\$25,653.55
APN 130-050-38	\$ 5,786.51
APN 130-050-42,43,44,45	<u>\$25,667.32</u>

17.5 **CONTRACT SERVICE:**

Fees, rates & charges shall be the same as regular service of a like class.

18.3.6 **WHOLESALE SERVICE:**

<u>Ultimate Use</u>	<u>Rate Per 100 Cubic Feet*</u>
More than 50% for agricultural purposes (Wholesale Agricultural)	3.2606(rate code D)
50% or less for agricultural purposes (Wholesale Domestic)	4.2490 <u>3.7673</u> (rate code A, AC)

- Plus appropriate pumping zone and improvement district charges.
-

19.4 **CONVEYANCE (WHEELING) RATE:**

Wheeling Rate per acre foot Yuima General District \$572.04 *effective 1/1/2022*

- Plus appropriate pumping zone charge.
- Plus \$5,000 application fee

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Exhibit B

**YUIMA MUNICIPAL WATER DISTRICT
 RULES AND REGULATIONS
 GOVERNING WATER SERVICE
 (WATER SERVICE, WATER RATES, CONSTRUCTION OF NEW FACILITIES)**

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YUIMA MUNICIPAL WATER DISTRICT

RULES AND REGULATIONS GOVERNING WATER SERVICE (WATER SERVICE, WATER RATES, CONSTRUCTION OF NEW FACILITIES)

1. Section 1 - DEFINITIONS

The following words shall have the following meanings unless the context thereof indicates otherwise

1.1 ADOPTED

Affirmative action by a majority of the Board of Directors establishing rates, fees and charges and other matters applicable to the construction and installation of distribution facilities and conditions of water service.

1.2 AGRICULTURAL SERVICE

Service for commercial agricultural, floricultural or horticultural use. (As defined by the Metropolitan Water District).

1.2 a. Permanent Special Agricultural Water Rate (PSAWR)

A water rate for eligible agricultural customers, offered by the San Diego County Water Authority (SDCWA). Eligible Customers that participate in the PSAWR Program receive a lower level of water service during water shortages or emergencies in exchange for a reduced rate.

1.3 AIR GAP SEPARATION BACKFLOW PREVENTION DEVICE (AG)

A device providing 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 and in no case less than one inch.

1.4 ANNEXATION

A proceeding, by which land may be annexed, included, attached or added to the District, or an Improvement District, or to both.

1.5 APPLICANT

Any person or entity applying for water service.

1.6 APPROVED BACKFLOW PREVENTION DEVICE

A device designed, manufactured and maintained to protect against the backflow of water into the District's water system which has been approved by the Foundation For Cross Connection Control Research of the University of Southern California, and which conforms to these Rules and Regulations and the Regulations of the California State Department of Public Health in effect from time to time. No device shall be approved which does not meet the minimum requirements established by Regulations of the Department of Public Health.

1.7 BOARD OR BOARD OF DIRECTORS

The Board of Directors of the District.

1.8 COMMERCIAL SERVICE

Service to premises where the customer is engaged in trade.

1.9 CONTRACT SERVICE

Service on an intermittent basis under appropriate conditions described herein.

1.10 CROSS CONNECTIONS

Any unprotected connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome, and potable for human consumption.

1.11 CUSTOMER

Any person or entity of record receiving District service.

1.12 DATE OF PRESENTATION

When a bill or notice is mailed or personally delivered.

1.13 DISTRICT

The Yuima Municipal Water District.

1.14 DOMESTIC SERVICE

Service for household residential purposes, including water for sprinkling lawns, gardens and shrubbery, watering livestock, washing vehicles, and other similar and customary purposes.

1.15 DOMESTIC-AGRICULTURAL-COMBINED SERVICE (Agriculture with Incidental Domestic)

Service where a domestic and agricultural system is serving a single parcel.

1.16 DOUBLE CHECK VALVE ASSEMBLY (DC)

An assembly of at least two independently acting approved check valves including tightly closing shut-off valves on each side of the check valve assembly and suitable leak-detector drains plus connections available for testing the water tightness of each check valve.

1.17 EMERGENCY SERVICE

Requested repairs or service provided on a temporary, unscheduled basis during emergency situations of private facilities.

1.18 FIRE SERVICE

Service for fire emergencies only.

1.19 INDUSTRIAL SERVICE

Service for manufacturing or processing.

1.20 MAINS

Distribution pipelines located in streets, highways, public ways or private rights of way which are used to serve the general public.

1.21 MAIN EXTENSION

Extension of distribution pipelines, exclusive of service connections, beyond existing facilities.

1.22 METERED SERVICE

Service in measured quantities.

1.23 METER SIZE

The standard classification according to the size of orifice by which water meters are generally identified.

1.24 MUNICIPAL OR PUBLIC USE

Service to any public body.

1.25 PARCEL

A fee ownership parcel as shown on the roll of the San Diego County Assessor or a subsequent division of land into a separate parcel or lot as shown on a County approved map thereof or for which an unrevoked Certificate of Compliance has been issued by the County.

1.26 PREMISES

The integral property or area, including improvements thereon, to which service is or will be provided.

1.27 REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION DEVICE (RP)

A device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shut-off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device. At cessation of normal flow the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air gap in the device. To be approved these devices must be readily accessible for maintenance and testing and installed in a location where no part of the valve will be submerged.

1.28 RULES

The Rules and Regulations of District Governing Water Service.

1.29 SCHEDULE

The applicable schedule of effective rates, rentals, fees, charges, and other appropriate matters adopted by the Board.

1.30 SERVICE

The act or method of providing a customer with the use of water.

1.31 SERVICE AREA CHARGE

A charge applicable to service within particular areas to account for special circumstances.

1.32 SERVICE CONNECTION

The pipe, valves and other facilities by which the District conducts water from its mains through the meter.

1.33 SERVICE LATERAL

The line between the District's main and the meter.

1.34 STAND-BY METER

A meter that does not take water on a regular basis, but is used to supplement a local supply for reasons such as peak demands, or emergency, or local drought.

1.35 TEMPORARY SERVICE

Service to parcels within the District which do not front on an existing District main. “Executed Agreement for Off-Site meter exists in most cases.”

1.36 TRANSIENT SERVICE

Service for circuses, bazaars, fairs, construction work, irrigation of vacant property, and similar uses, that because of their nature will not be used steadily or permanently.

1.37 UNIT

100 cubic feet of water (748.05 gallons).

1.38 WHOLESALE SERVICE - WHOLESALE CUSTOMER

Service to a mutual water company, public utility or public agency, or other similar water consumer whose service area lies entirely within the boundaries of District, and which has constructed and is operating water distribution facilities not constructed, owned or maintained by the District to lands within its service area (Wholesale Customer). Wholesale Service shall be limited to the extent water is purchased or acquired from District for resale or delivery to users within the Wholesale Customer’s service area and within District’s boundaries.

2. Section 2 - CONDITIONS AND LIMITATIONS OF SERVICE

2.1 GENERAL LIMITATIONS - CUSTOMER AGREEMENT

District is not a guarantor of continual service in any quantity or at any pressure for any purpose including fire protection even though District, through an application or otherwise, knows of a customer's particular requirements or may have indicated to the contrary. All service is subject to shutdowns and variations required by the operation of its system and to deficiencies which exist or might arise from causes within or without its control including those arising from the deliberate or negligent acts or omissions of District, its directors, officers, employees, agents and consultants.

All persons specifically agree as a condition to connection and continued service that (a) District shall incur no liability nor be subject to any damages resulting from the failure or malfunctioning of any portion of its water system or from a lack of water in adequate quantity or pressure to make it effective, and (b) they will abide by and be subject to all rules, fees, rates and charges adopted from time to time.

All disputes that may arise in relation to any service provided by the District, and rates and charges therefore, shall be resolved, in accordance with California law, in the San Diego Superior Court to the extent an informal or alternate dispute resolution is not successful.

2.2 PRESSURE AND SUPPLY

District will endeavor to deliver water at the meter within the pressure range indicated at meter installation, but shall have no liability for its failure to do so.

District distribution system pressures may exceed the pressure limitations of customer's system. District assumes no responsibility for damage to customer's property resulting from these pressures. This condition may necessitate the installation and maintenance of a pressure regulator by customer to protect the customer's system. The installation and maintenance of water facilities beyond the limits of District owned service connection is customer's responsibility.

2.3 INTERRUPTIONS IN SERVICE

District shall not be liable for damage resulting from any interruption in service. District, whenever it finds it necessary or convenient for making repairs or improvements to its system, shall have the right temporarily to suspend delivery of water. District will endeavor, when possible and as time permits, to notify affected customers prior to such shutdowns and to make all repairs and improvements as rapidly as is practical and so far as possible, at such times as will cause the least inconvenience to customer, but District assumes no liability for its failure to do so.

2.4 QUALITY

When furnished for human consumption, District will endeavor to supply safe and potable water but shall have no liability for failure to do so. District assumes no liability for loss or damage resulting from variations in the chemical composition of water it furnishes.

2.5 ACCESS TO PREMISES AND USE AND GRANT OF EASEMENTS

District or its duly authorized agents shall at all reasonable times have the right to enter customer's premises for any purpose properly connected with the service of water to customer. District shall also have the right to use, without cost or obligation to contribute to the maintenance thereof, any easement road of customer necessary to install, service or maintain any part of District's water system which benefits customer. All easements necessary or convenient to the installation, maintenance and operation of District water facilities to serve a customer, and any logical extensions thereof, shall be furnished by customer to and used by District without cost or obligation.

2.6 RESALE OF WATER

Except by special agreement with District, no customer shall resell any of the water received from District, nor shall such water be delivered to premises other than those specified in the application of service.

2.7 WATER WASTE

Where water is wastefully or negligently used on a customer's premises, District may discontinue the service if such conditions are not corrected within five (5) days after giving customer written notice.

2.8 UNUSUAL QUANTITIES OF WATER-SWIMMING POOLS AND TANKS

Arrangements must be made in advance to take large quantities of water for such purposes as filling swimming pools and tanks. Permission to take water in unusual quantities will be given only if it can be safely delivered through District's facilities and if other consumers are not inconvenienced.

2.9 RESPONSIBILITY FOR EQUIPMENT

Customer shall, at customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, want of proper care or wrongful act of customer or anyone else in installing, maintaining, using, operating or interfering with such equipment. District shall not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter, either originally or after a temporary shutdown.

2.10 RECOMMENDATIONS AS TO CUSTOMER FACILITIES

Any inspection or recommendations made by District or its agents on plumbing or appliances or use of water on customer's premises, or on the location of its facilities, either as a result of a complaint or otherwise, will be made or offered without liability to District, and, except as may be otherwise provided, without charge.

2.11 UNSAFE APPARATUS

District may refuse to furnish water and may discontinue service to any premises where apparatus, appliances or equipment using water is dangerous, unsafe or not in conformity with any laws or ordinances. District does not assume liability for inspecting apparatus on customer's property, however, it may so inspect if it believes there is reason to do so.

2.12 SERVICE DETRIMENTAL TO OTHERS

District may refuse to furnish water and may discontinue service to any premises where the demand is greatly in excess of past average or seasonable use, and where excessive demands by one customer are or may be detrimental, injurious, or result in inadequate service to other customers.

2.13 FRAUD AND ABUSE

District shall have the right to refuse or to discontinue water service to any premises to protect itself against fraud or abuse.

2.14 NON-COMPLIANCE

District may discontinue water service to all of a customer's premises for noncompliance with any of these rules if customer fails to comply with them within five (5) days after receiving written notice of the District's intention to discontinue service. If such noncompliance affects matters of health and safety, and conditions warrant, the District may discontinue water service immediately.

2.15 NON-PAYMENT OF AMOUNTS DUE DISTRICT

All service is subject to full payment of all rates, fees, charges and other amounts payable to District relating thereto when due. District may refuse to furnish water and may discontinue service to any premises for which District has not received full payment of any amount then due.

2.16 LIEN FOR UNPAID CHARGES

Pursuant to the California Water Code, District shall have a lien for the amount of all unpaid charges payable to District, including interest and penalties, upon any real property owned or later acquired by the person liable for said charges.

2.17 RESTORATION - RECONNECTION CHARGE ^{1 2}

Adopted charges, including all applicable interest and delinquency charges, must be paid in full before discontinued water service is restored.

2.18 CONTROL VALVES

The operation by customer of the curb stop in the meter box is not permitted. On a service connection used for agricultural purposes, customer shall install a suitable valve, as close to the meter location as practicable, the operation of which will control the entire water supply from the service connection.

2.19 INSTALLATION OF SERVICE CONNECTIONS AND METERS

Only duly authorized employees or agents of District shall install or remove any service connection or meter.

2.20 FIRE HYDRANTS

2.20.1 Authorized Authority

No person or persons, other than those designated and authorized by the proper authority, or by District, shall open any fire hydrant, attempt to draw water from it or in any manner damage or temper with it. Any violation of this rule is a misdemeanor punishable by law.

2.20.2 Changes

Anyone desiring a change in the size, type or location of the hydrant shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

2.21 OWNERSHIP

All service connections, meters, mains and fire hydrants, and all equipment appurtenant thereto, shall be the sole property of District, whether located on public or private property, and District reserves the right to repair, replace, relocate and maintain them, as well as to remove them upon discontinuance of service. Unless otherwise provided by rule or special agreement adopted or approved by the Board, no part of the cost thereof will be refunded.

2.22 DAMAGE TO DISTRICT'S PROPERTY

Customer shall be liable for any damage to a meter or other equipment or property owned by District which is caused by an act of customer or customer's tenants, agents, employees, contractors, licensees or permittee, including the breaking or destruction of locks by customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on customer's premises. District shall be reimbursed by customer for any such damage promptly on presentation of a bill.

¹ Amended 7/25/86 (Res. 389-86)

² Amended 3/15/96 (Res. 602-96)

2.23 MAINTENANCE

Except as may be otherwise provided from time to time, District owned facilities will be repaired and maintained by District at its expense, but District is not responsible for the installation and maintenance of any facilities beyond the end of its service.

2.24 ENCROACHMENT PERMITS

Whenever a District customer wishes to construct any permanent or temporary structure or plant any tree or other permanent crop within any part of a defined District easement, or within ten feet of any District pipeline or other facility which is not located within a defined easement, the customer shall first, as a condition of continuing to receive water service or of obtaining new water service from District, obtain an Encroachment Permit from District in conformance with the provisions of District Ordinance 88-05.

2.25 OFF-SITE METER

(See Temporary Service)

2.26 CONSTRUCTION OF FACILITIES

All facilities, including mains and fire hydrants, which are to become a part of District's system must be of a design and size and shall be engineered, constructed and installed in accordance with District's standards and requirements.

2.27 COSTS OF DISTRICT ¹

Whenever District is to be paid for its costs, District will be reimbursed for the actual cost of workers and supervisors engaged in the performance of the work, including wages and employee benefits paid to or on behalf of employees such as health and welfare, pension, vacation and similar benefits and payroll amounts imposed by state and federal law; material and supplies, including sales tax, freight and delivery charges; tools and equipment used in the work at prevailing rental rates for similar tools and equipment; the actual invoice costs to District of services performed by others; plus fifteen percent (15%) or plus twenty-five percent (25%) if services are performed outside district boundaries, of the sum of all the above amounts for District's overhead and general administrative expense. This excludes costs set forth in any special service contracts.

2.28 ADVANCE PAYMENT OF COSTS AND DEPOSITS

Whenever District to be paid its costs the District's estimated amount thereof shall be deposited in advance of services.

2.29 DEPOSITS HELD WITHOUT INTEREST

All amounts deposited will be held without payment of interest at refund. Any monies earned on deposits shall be retained by District.

2.30 NOTICES TO CUSTOMERS

Notices from District to a customer will normally be given in writing, and either delivered or mailed to the last known address. Where conditions warrant and in emergencies, District may give notice by telephone or messenger.

2.31 ADMINISTRATIVE CHARGES ²

In addition to all other charges, an adopted administrative charge payable in advance shall be paid for District's administrative services in processing such matters as water availability letters, fire availability letters, fire plan

¹ Amended 8/23/05 (Res. 1002-05)

² Amended 8/23/05 (Res. 83)

check¹, processing applications for deferral of water availability charges² termination of deferral agreements,³ annexation applications and well or other special agreements .⁴

¹ Amended 6/26/98 (Res. 700-98)

² Amended 6/27/97 (Res. 658-97)

³ Amended 7/16/99 (Res.737-99)

3. Section 3 - CLASSES AND TYPES OF SERVICE

3.1 CLASSES OF SERVICE

All services installed by District will be classified as follows:

1. Domestic / Non-PSAWR Agriculture
2. PSAWR Agricultural
3. PSAWR Agricultural with Incidental Domestic
4. Wholesale
5. Others as may be adopted

3.2 TYPES OF SERVICE

The types of service available from District are:

1. Regular
2. Temporary
3. Transient
4. Contract
5. Emergency
6. Fire
7. Off-site meter¹
8. Others as may be adopted

¹ Amended 12/20/96 (Res. 634-96)

4. Section 4 – ANNEXATION PROCEDURES

4.1 GENERAL POLICY

Territory not currently in the jurisdictional boundaries of the Yuima Municipal Water District (“District”) may seek annexation to the District.

- (a) Any property owner proposing to annex any territory (“Applicant”) to the District shall submit a written request for annexation (“RFA”) in accordance with Section 4.2. At the time of submission of the RFA, the territory proposed to be annexed to the District shall be:
 - 1. Within the jurisdictional boundaries of the San Diego County Water Authority (“SDCWA”) and the Metropolitan Water District of Southern California (“MWD”); or
 - 2. Concurrently being considered for annexation to SDCWA and MWD in accordance with any policies and procedures, regulations, and terms and conditions of annexation as may be established by those agencies; or
 - 3. The properties being considered shall provide evidence of the existence of adequate potable water supplies on or beneath the parcel(s) being considered for annexation which meet or exceed the present and anticipated future needs of the Subject Property.
- (b) All annexation proceedings shall comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code section 56000 and following) (the “Act”), as amended from time to time.
- (c) The District Board, at its sole discretion, may approve or deny an RFA based upon its assessment of a number of factors, including, but not limited to:
 - 1. The positive or adverse short and long-term impacts that the proposed annexation may have on water supply reliability to territory currently within the District’s service area;
 - 2. The demonstrated ability of the annexing territory to comply with any terms, conditions, including any mitigation measures, assigned to the proposed annexation;
 - 3. The adequacy of District facilities and ability of the District to efficiently provide water services to the territory proposed to be annexed.
 - 4. The adequacy of the subject property’s facilities and ability to sustainably serve the present and anticipated future potable water needs of subject property.
- (d) All direct and indirect costs of compliance with the terms, conditions, including any mitigation measures, assigned to the annexation application shall be the responsibility of the Applicant.

4.2 REQUEST FOR ANNEXATION

Applicants shall be the owners of the territory proposed to be annexed to the District. Applicants shall submit an RFA in a form prescribed by the District, and a description of the area proposed to be annexed. Such description shall be made by reference to a map on file with the District, which map shall govern for all details as to the extent of the area proposed to be annexed. The RFA shall be submitted concurrently with an application for annexation to SDCWA and MWD, if applicable.

- (a) Upon receipt of the RFA, the Applicant shall have an initial meeting with District staff to review the reasons for the annexation request, intended use on or development of the territory to be annexed, as well as the District's annexation policies, procedures, tentative terms and conditions, including any possible mitigation measures, for completion of annexation.
- (b) If the Applicant desires to move forward with the RFA, the Applicant shall initially deposit \$5,000.00 with the District to reimburse the District for its administrative, processing, investigation, and review costs and expenses (including data collection, engineering and legal analysis, preparation of maps and legal descriptions, and application documents) including all costs of District staff and retained consultants incurred as a result of the annexation proceedings and if applicable, the concurrent annexation to SDCWA and MWD.
- (c) Once the annexation deposit is made, the Applicant shall provide the District, as it deems appropriate and necessary, any additional technical information and detailed data concerning site conditions, existence of local surface and groundwater, and the intended uses and associated gross and net imported water demands for proposed development on the annexing territory so as to complete the formal annexation application and recommendation for submission to the Board of Directors.
- (d) In order for the District to recover all costs incurred in connection with the annexation, Applicants shall be periodically charged in advance for any anticipated costs and expenses that the District may incur in connection with the annexation proceedings. Any such charges shall be paid in a timely manner to maintain active processing of the RFA. Upon completion of the annexation process, any excess funds will be refunded to the Applicant. Prior to the District Board of Directors' adoption of an Ordinance approving an annexation of territory, the Applicant shall pay a separate "Annexation Charge" in accordance with Section 4.6.

4.3 INITIAL WATER SUPPLY IMPACT ANALYSIS

Upon receipt of the RFA, the District will perform an analysis of the potential impact the proposed annexation may have on District facilities and the water supplies available to existing District customers and any property within the District that currently is not connected to or does not receive water from District water facilities and supplies. That analysis shall include, but not be limited to, consideration of the following factors, if applicable:

- (a) Water demands associated with the annexation are or are not included in the current Urban Water Management Plans (UWMP) of SDCWA and the District.
 1. Pursuant to SDCWA's Annexation Policy, an SDCWA member agency annexing territory outside the current jurisdictional boundaries of SDCWA, for which service was not included in SDCWA's current UWMP, will not be provided a water allocation adjustment.

2. A new water supply must be developed to offset the net imported water demand associated with the annexing territory.
- (b) Current imported water demands among all SDCWA member agencies are or are not exceeding those forecast in the UWMP for the District and/or SDCWA.
1. By adopted SDCWA policy (even though service to annexing lands is anticipated in the current SDCWA UWMP) if current SDCWA water demands exceed those anticipated in the current UWMP for SDCWA and/or the District, the District will not be afforded an additional water allocation.
 2. A new water supply must be developed to offset the net imported water demand associated with the annexing territory.
- (c) If SDCWA has activated its Drought Management Plan and/or the District has activated its Drought Response Conservation Program, the District shall consider the water conservation measures and other drought response measures then in effect under the declared Water Supply Shortage Response Level.
1. By adopted SDCWA Annexation Policy, a member agency annexing land will not be provided an additional water allocation if SDCWA has implemented its Drought Management Plan.
 2. This policy shall apply to all property, including those anticipated to receive water service in the current UWMP and irrespective of whether or not SDCWA water demands are within those anticipated in the UWMP then in effect.
 3. A new water supply must be developed to offset the net imported water demand associated with the annexing territory.

4.4 WATER SUPPLY CONDITIONS AT TIME OF ANNEXATION REQUEST

If the District has activated its Drought Response Conservation Program at the time a RFA is made to the District, the following procedures for and conditions under which RFAs will be accepted and processed based upon the declared water supply conditions, as defined in the Drought Response Conservation Program shall apply:

- (a) Level 1, Water Supply Watch Condition – Under *Level 1, Water Supply Watch Condition*, RFAs will be processed under the procedures, terms, and conditions as set forth under Section 4 and without the extraordinary conditions imposed in Levels 2, 3, and 4 described below.
- (b) Level 2, Water Supply Alert Condition - Upon the declaration of a *Level 2 Water Supply Alert Condition*, all existing and new annexation proposals which can provide to the District additional water resources (i) offsetting the net water demand impact for the specific projects in the territory proposed to be annexed and (ii) providing .5 acre feet per year of additional water supply per unit of development in the annexing area to meet firm Municipal and Industrial demands within the existing District service area, will continue to be processed or have RFAs considered by the District. For the purposes of this subsection, “additional water resources” means:

1. Water resources originating from outside the current jurisdictional boundaries of the District; and
 2. Water resources developed as a result of financial support from the annexing properties for local water resource development opportunities within the District determined to be available for annexing territories. Local water resource development opportunities available for annexing lands shall be identified after first determining the level of local water resource development opportunities which may be required to accommodate development on property currently within the District's jurisdictional boundaries.
- (c) Level 3, Water Supply Shortage Critical Condition - Upon the declaration of a *Level 3 Water Supply Shortage Critical Condition*, only existing annexation proposals which can provide to the District additional water resources which (i) offset the net water demand impact for the specific projects in the annexing area and (ii) provide .5 acre feet per year of additional supply per unit of development in the annexing area to meet firm Municipal and Industrial demand within the existing District service area, will continue to be processed. For the purposes of this sub-section, "additional water resources" means water resources originating from outside the current jurisdictional boundaries of the District, and does not mean or include water resources obtained or to be obtained through participation in local or regional offset programs, or financial support for water resource development within the District service area.
- (d) Level 4, Water Supply Shortage Emergency - Upon the declaration of a *Level 4 Water Supply Shortage Emergency Condition*, any and all development and annexation processing with associated direct water usage shall be terminated and no new temporary or permanent potable water meters shall be provided under any circumstance until the Level 4 until the supply of water available for distribution within the District has been replenished or augmented, except for those meters for projects required to protect public health and safety.

4.5 SETTING OF TERMS AND CONDITIONS FOR ANNEXATION

After the RFA has been filed and the initial meeting is held with District staff, if the Applicant desires to move forward and the required deposit is placed, the District will conduct an analysis of the data submitted with the RFA, evaluate and develop draft terms and conditions, including any mitigation measures, to be required for the proposed annexation.

- (a) Terms and conditions for annexation shall include, but are not necessarily limited to:
1. Any appropriate annexation fees and charges required pursuant to Sections 4.2, 4.6 and 4.7;
 2. Completion of the Water Conservation and Supply Demand Analysis as set forth Section 4.8;
 3. Identification of any new facilities and/or improvements to existing facilities to be constructed at the sole expense of the Applicant for connection of and service to the territory to be annexed, as set forth in Section 4.7, as well as any additional terms and conditions which may be required because of conditions and circumstances specific to the annexation proposal and the territory proposed to be annexed to the District;

- (b) The draft terms and conditions for annexation shall be presented in the formal RFA, which will be presented for consideration by the District Board of Directors at such time as it acts to approve or deny the RFA.
- (c) If the territory proposed for annexation to the District is not currently within MWD's and SDCWA's jurisdictional boundaries, then those agencies may establish their own terms and conditions of concurrent annexation separate and apart from those established by the District, if applicable.

4.6 ANNEXATION CHARGE

In addition to the preliminary annexation processing fees set forth in Section 4.2, an "Annexation Charge" shall be identified and paid in accordance with the terms of payment established by the Board of Directors in an adopted Ordinance approving the annexation.

- (a) The Annexation Charge shall be calculated as follows:
 1. Net utility plant, excluding annexation fees;
 2. Multiplied by: Engineering News Record Construction Cost Index (U.S.) since year of acquisition of assets;
 3. Plus: Fund equity for water funds, net of net utility plant above and excluding any other annexation fees and charges paid by the Applicant pursuant to Section 4.2;
 4. Divided by: Taxable Acreage in the District.
- (b) The amount of the "net utility plant" and "fund equity" shall be as determined in the most recent District audited financial statements. The Annexation Charge may be fully or partially waived based upon the specific circumstances of each annexation application, such as the relative benefit to be derived from existing District infrastructure.

4.7 ANNEXATION OF TAX EXEMPT PRIVATE USE PROPERTY

Any territory proposed to be annexed to the District, which is exempt from real property taxes but is intended to be used for private purposes shall be deemed to be "private use property," and shall be subject to an "In Lieu Fee" in addition to the Annexation Charge set forth in Section 4.6 above.

- (a) For purposes of this Section 4.7, a territory is considered intended to be used for private purposes if it is primarily intended to be used for residential, commercial, industrial, or agricultural purposes.
- (b) For purposes of this Section 4.7, territory owned by charitable, educational, or governmental entities is considered to be used for private purposes if the charitable, educational, or governmental entity derives revenue from the use of the territory and the majority of the revenue results from sales and/or user fees and charges.
- (c) The determination of whether a territory is deemed to be "private use property" shall be made at the time of annexation for the developed territory. All undeveloped territory shall be deemed to be "private use property."

- (d) The In-Lieu Fee per acre due under this Section 4.7 shall be calculated by determining the present value of the average real property taxes and special assessments collected during the previous fiscal year, using the District's average investment yield as of the previous June 30 and a term of infinity. Average real property taxes and special assessments shall be calculated as follows:
1. Total real property taxes collected by the District at the conclusion of the most recent fiscal year, including the District's share of the 1% real property tax collection;
 2. Divided by: total taxable acreage in the District;
 3. Plus: special assessments, including MWD's assessment toward the District's share of its readiness-to-serve charge.

4.8 WATER CONSERVATION AND SUPPLY DEMAND ANALYSIS

The Applicant shall complete a Water Conservation and Supply Water Demand Analysis for each development project proposed within the proposed territory to be annexed to the District which shall (i) assess the total water demand of each development project; (ii) evaluate utilization or development of local surface, ground, and reclaimed water supplies to reduce the net imported water demands of each development project; and (iii) indicate how each development project will meet the water demand supply requirements then in effect by:

- (a) Accounting for available groundwater and surface water supplies in the annexing territory and demonstrating how the Applicant intends to use these supplies in the annexing territory;
- (b) Maximizing, to the extent feasible, the use of recycled water in the annexing territory in accordance with, but not limited to, the California Water Code, Title 22 of the California Health and Safety Code, the Federal Clean Water Act, and the District's Administrative Code;
- (c) Incorporating water conserving design and improvements in building, grading, landscaping, irrigation, storm water runoff, and other similar development and construction plans;
- (d) Incorporating water conserving design, features, devices and appliances and improvements within all residential, commercial, and industrial structures;
- (e) Requiring ongoing operations and maintenance of water conserving landscaping, materials and equipment within the development through covenants, codes, and restrictions; and
- (f) Providing additional water resources for each development project to, at minimum, fully offset the net imported water demand under normal water supply conditions or to the additional levels set forth in Article 230, Water Supply Shortage Response Program, based upon the requirements of the supply response level in effect at the time the RFA is filed.

4.9 FACILITIES NECESSARY TO CONNECT AND SERVE ANNEXING TERRITORY

New facilities and improvements to existing facilities necessary to connect and serve the annexed territory shall be determined by the District and constructed at the sole cost of the Applicant.

4.10 ENVIRONMENTAL COMPLIANCE

Annexation to the District may be deemed to be a project subject to the California Environmental Quality Act and, if applicable, the National Environmental Policy Act. The Applicant for annexation is responsible for paying the costs of expenses of any environmental review pertaining to the RFA and consideration by the Board of Directors of the annexation of his territory to the District.

5. Section 5 - APPLICATION FOR SERVICE

5.1 APPLICATION

Each applicant for water service will be required to sign a form provided by District setting forth:

1. The date and place of application.
2. The location of premises to be served.
3. The purpose for which the service is to be used.
4. The size of service connection.
5. The address to which bills are to be mailed or delivered.
6. The Assessor's Parcel Number.
7. Whether the applicant is an owner or tenant of, or agent for, the premises. If the applicant is a tenant or agent; the parcel owner of record must complete the service application and the *Owner's Authorization for Delivery of Water Service to Tenant or Agent*.
8. An agreement to abide by all rules of District, including payment of all adopted rates, fees and charges.
9. Such other information as District may reasonably request.

5.1.1 Required Deposits

The application shall be accompanied by a payment of all required deposits, fees and charges then in effect.¹

5.1.2 Non Binding

The application is merely a written request for service and does not bind applicant to take service for any period of time longer than the one upon which the rates and minimum charges of the selected rate are based; neither does it bind District to give service, except under reasonable conditions.

5.1.3 Board Acceptance

All applications received prior to completion of required facilities, other than those for construction work or models, shall be subject to and service withheld until the Board accepts the facilities or determines otherwise.

5.2 CHANGES IN CUSTOMER'S EQUIPMENT OR USE OF SERVICE

Customers making any material change in the size, character or extent of their equipment or their operations which change results in a large increase in the use of water, or change in character or use, shall immediately give District written notice of the nature of the change and, if necessary, amend the application. Change in service connection and/or meter, needed to comply with this section, shall be completed within 90 days after notice from District or sooner if the District's operations so require.

¹ Amended 6/27/97 (Res. 655-97)

5.3 METER TYPE USE

Disc, Turbine or compound type meters may be used for all classes of service. Irrigation type meters are designed for large volume irrigation use and cannot be used for domestic or residential purposes.

6. Section 6 - SPECIAL CONTRACTS OR AGREEMENTS

6.1 CONTRACTS REQUIRED

Contracts or Agreements, other than applications, may be required prior to service under the following conditions:

1. When extension of facilities is necessary.
2. For temporary or transient service.
3. For contract, emergency or fire service.
4. For connections with other qualified utilities.
5. When special backflow devices are required.
6. For Off-Site meters.
7. For well or other water use agreements.

7. Section 7 - CREDIT ESTABLISHMENTS AND DEPOSITS

7.1 ESTABLISHMENT OF CREDIT

Applicants, before receiving metered service, will be required to establish credit by:

1. A cash deposit to secure payment of water bills, or
2. Supply evidence of record ownership of the property to be served and intent to remain the record owner.

7.2 RE-ESTABLISHMENT OF CREDIT

To re-establish credit, a customer shall pay all amounts owed to District at time of service continuance and may be required to make a cash deposit.

7.3 DEPOSIT AMOUNTS

7.3.1 Metered Service

The deposit amount to establish credit for metered service shall be fixed by the Board. Unless otherwise fixed, the amount shall equal three times the estimated highest monthly bill.¹

7.3.2 Emergency and Transient Service

See Section 10.

7.3.3 Contract Service

See Section 16.

7.4 UNPAID BILLS

District may require the customer to deposit three times the estimated highest monthly bill before rendering water service again.²

7.5 REFUND OF DEPOSITS

Deposits, less amounts owing District, will be refunded, without interest, on service discontinuance. Re-Establishment of credit deposits collected from owners of record will be refunded when the owner of record maintains current account status for 12 continuous billing cycles. Refunds under \$2.00 will not be made.

¹ Amended 3/21/97 (Res. 638-97)

² Amended 6/27/97 (Res. 658-97)

8. Section 8 - BILLS AND PAYMENT

8.1 RENDERING OF BILLS

8.1.1 Meter Readings

Meters will be read at regular intervals for the preparation of periodic bills, and as required for the preparation of opening bills, closing bills and special bills.

8.1.2 Billing

Bills for service and special charges will be rendered monthly.

8.1.3 Short Billing Period

The full amount of adopted monthly charges, including minimum charges, shall apply for billing periods shorter than a month.

8.2 PAYMENT OF BILLS-DELINQUENCY CHARGE

8.2.1 Due Date

Bills are due and payable upon presentation and are delinquent if not received in the District Office by 2:00 P.M. on the last working day of the month for which the bill is dated.

8.2.2 Closing Bills

Closing bills are due and payable on presentation and are delinquent if not received in the District Office within five (5) working days from date of mailing.

8.2.3 Dishonored Checks

Upon receipt of a returned check rendered as remittance for a bill, the District will consider the bill unpaid. A service charge adopted by the Board shall be charged for each insufficient check.

8.2.4 Delinquent Bills

A late payment notice will be mailed to the mailing address on record for the water utility account within 10 days of the bill becoming delinquent. Customers will be given 10 days from the notice date to pay the full amount of the bill. If payment is not received by the 10th day following the notice, a "48-hour lock off notice" will be posted at the service address.

8.2.5 Delinquency Charge

An adopted delinquency charge shall be added to all delinquent amounts (including unpaid delinquency charges) upon delinquency and monthly thereafter until paid in full. The Board gives the General Manager, Assistant General Manager / Finance Manager, or designated staff the right to waive a delinquency charge if the Customer has never had a prior delinquency charge waived.

8.2.6 Alternative Payment Arrangements

Any Customer who is unable to pay for water services within the normal payment period may request an alternative payment arrangement to avoid disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether or not the payment arrangement is warranted. A payment arrangement may include an extension of payment due date or an amortization plan. Failure to comply with the

terms of a payment arrangement will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a 48-hour lock off notice delivered to the service address at least 48-hours prior to discontinuance of service.

8.3 BILLING OF SEPARATE METERS NOT COMBINED

Each meter on customer's premises will be considered separately and the readings of two or more meters will not be combined unless provided for in the rate schedule, or unless District's operating convenience requires the use of more than one meter. Monthly charges for such combined meters will be based on the diameter of the total combined discharge areas of the meters.

8.4 BILLING FOR SERVICE TO MULTIPLE UNITS

Billing for service to multiple units through a single service is the responsibility of the applicant.

8.5 CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE ¹

8.5.1 Discontinuance of Service²

Any customer may have water service discontinued voluntarily, either temporarily or permanently as described in Rule 8.5.2 and 8.5.3 below, by notifying the District in writing on the appropriate District form at least one (1) day in advance of the desired date of discontinuance except for a Saturday, a Sunday, or a holiday. Any customer requesting discontinuance of service shall pay all charges incurred up to the date of such discontinuance plus any adopted turn-off charge. A customer may request either temporary or permanent discontinuance of service as set forth below.

8.5.2 Temporary Discontinuance

If a customer requests temporary discontinuance of water service, the customer meter will be left in place and locked off. All Monthly Meter Charges (see Section 15.3), Multiple Service Charges (see Section 15.2) and other fixed charges will continue to be billed on a monthly basis. When a customer wishes to restore water service to the meter a turn-on fee will be assessed and a current certification for any backflow prevention device must be received before water service is restored to the property. (Form: 430-TEMP).

8.5.3 Permanent Discontinuance

If a customer requests permanent discontinuance of water service, upon all outstanding charges up to the date of requested discontinuance plus any applicable turn-off charge and meter removal charge having been paid in full, no further monthly charges must be paid to the District. However, if the customer or any subsequent owner of the property later desires to obtain water, service will be subject to all requirements that would be imposed as if the property had never before had water service from the District, including without limitation the imposition of a Meter Installation Charge, a charge for a backflow prevention device, a Meter Capacity Charge, and at the sole discretion of the San Diego County Water Authority Capacity Charge. Any request for permanent discontinuance must be executed by the owner(s) of record and must be approved by all lienholders of record of the property for which discontinuance is being requested. The identities of such owners and lienholders shall be confirmed by a title report issued as of the date of discontinuance of service by a company satisfactory to the District (Form: 431-PERM).

¹ Amended 3/15/96 (Res. 602-96)

² Amended 7/25/86 (Res. 389-86)

8.6 NON-PAYMENT OF BILLS

8.6.1 Service Discontinued ¹

Service shall be discontinued and meters shall be locked if a delinquent bill is not paid in full within ten (10) days of the mailing of a delinquency notice. A 48-hour lock off notice will be posted on the premises prior to lock off. Locked meters shall be removed upon evidence of water use or lock tampering or Adopted charge for posting a 48 hour lock-off notice shall be added to the bill and must be paid in full. District reserves the right to remove meters for non-payment after every good faith effort of collection has been exhausted. This policy does not apply to customers who fall under the Residential category in section 8.6.4.

8.6.2 Charges for Turn-Off, Turn-On, and Meter Removal

Adopted turn-off and turn-on charges as well as the cost of removing and restoring any removed meters or District locks shall be added to the bill and must be paid in full before service is restored.

8.6.3 Notice and Lien

If payment has not been received Sixty (60) days after service has been disconnected due to non-payment, a notice of intent to lien shall be mailed. If a delinquent bill is not paid in full within ten (10) days of the mailing, a lien shall be recorded with the County Recorder for all unpaid charges then due and for an adopted lien delinquency charge thereon from the date of the lien.

8.6.4 Discontinuance of Residential Only Service Customers for Non-Payment

The District may disconnect residential water service for customers who fail to make payment in accordance with the terms of this policy.

Residential Service will not be discontinued until a bill has been delinquent for at least 60 days and the customer has been contacted by mail as well as placing a door hanger at least 7 days prior to disconnection. The notice will include: the customer's name and address, the amount of delinquency, the date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service, a description of the process to apply for a payment arrangement, a description of the procedure to dispute a bill, and the District's telephone number.

Bill's are due and payable upon presentation and are considered delinquent if not received in the District office by 2:00 p.m. on the last working day of the month for which the bill is dated. If payment is after 2:00 p.m. on the last working day of the month a delinquency fee of 5% of the bill will be charged to the account. At the request of the customer, the District will waive a late fee once within a 12-month period.

Any Customer who is unable to pay for water services within the normal payment period may request an alternative payment arrangement to avoid disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether or not the payment arrangement is warranted. A payment arrangement may include an extension of payment due date or an amortization plan. Failure to comply with the terms of a payment arrangement granted under this section, or to pay subsequent charges, will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the service address no less than five (5) business days in advance of discontinuance of service.

For customers who meet all three (3) conditions below and provide required documentation, the District will offer the customer a payment arrangement to avoid discontinuation of service. The terms and conditions of the payment arrangement will be selected by the District at its own discretion.

1. Medical Certification by a Primary Care Provider – The Customer must submit a certification by a Primary Care Provider stating that the termination of service will be life threatening or pose a serious threat to health and safety of any resident of the premises where water service is provided.

¹ Amended 7/25/86 (Res. 389-86)

2. The customer proves that they are financially unable to pay for residential service within the District's normal billing cycle by submitting evidence that a member of the household is a current recipient of CalWorks, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, California Special Supplemental Nutrition Program for Women, Infants, and Children or the customer declares, under penalty of perjury, that the household income is less than 200% of the federal poverty level.
3. The customer must be willing to enter into a payment arrangement selected by the District. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the District, not to exceed twelve (12) months from the original due date of the bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request a payment arrangement while paying delinquent charges pursuant to an amortization plan.

Failure to comply with the terms of a payment arrangement granted under this section or failure to pay subsequent charges for a period of 60 days will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the service address no less than five (5) business days in advance of discontinuance of service.

If the District furnishes individually metered residential service to residential occupants of a detached single family dwelling, a multi-unit residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District shall make a good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears such that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount to which may be due on the delinquent account. The District will not make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's rules. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of the District's rules, the District will make service available to those residential occupants who have met those requirements. Any resident who becomes a customer of the District pursuant to this pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the District during the preceding payment period. In the case of a detached single-family dwelling, the District shall give notice of termination at least seven day prior to the proposed termination. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property.

The District shall report the number of annual discontinuations of residential service for inability to pay on the District's website.

All notices referenced in this policy shall be provided in English, Spanish, Chinese, Tagalog, Korean and Vietnamese per Section 116922 of California Senate Bill 998.

8.7 DISPUTED BILLS

8.7.1 Bill Payment and Dispute process

The customer has a right to dispute a water bill if a written request is received by the District no more than 10 days after the month following the usage billed (i.e. December charges need to be disputed by January 10). Upon receipt of the written request, the General Manager, Assistant General Manager/Finance Manager, or other designated employee of the District, shall promptly investigate the evidence provided by the Customer and the information on file with the District concerning the water charges in question. A written decision will be provided to the Customer as to the accuracy of the water charges set forth on the bill. The bill in question must be paid by the due date or within 2 days of the decision, whichever is later. Any customer disputing the ultimate determination of the District's staff may appeal to the Board, in writing, within 5 days of the decision. The full amount of the bill must be paid by the due date pending Board review. The Board of Directors will consider the appeal at the next available regular meeting.

9. Section 9 - METER ERROR

9.1 METER TEST

9.1.1 Meter Test

Prior to installation, each meter will be tested using the district's in house certified calibrated test meter and no meter found to register more than one percent (1%) fast or one percent (1%) slow under conditions of normal operation will be placed in service.

9.1.2 On customer request

- a. A customer may, giving not less than one (1) week's notice, request District to test the meter.
- b. District may require customer to deposit an amount to cover the adopted cost of the test.
- c. The meter test deposit will be returned if the meter is found to register more than one percent (1%) fast. Customer will be notified, not less than five (5) days in advance of the time and place of the test.
- d. A customer shall have the right to require District to conduct the test in the presence of customer or customer's representative.
- e. A written report giving the results of the test will be shown to customer within ten (10) days after completion of the test.

9.2 ADJUSTMENT OF BILLS FOR METER ERROR

9.2.1 Fast Meter

When, upon test, a meter is found to be registering more than three percent (3%) fast upon conditions of normal operation, District will refund to the customer the full amount of the over-charge based on corrected meter readings for the period, not exceeding six (6) months, that the meter was in use. If meter is registering fast, but less than 3%, no refund shall apply, but meter should be recalibrated to within 1% slow or 1% fast using the district's in-house certified calibrated test meter.

9.2.2 Slow Meters

- a. When, upon test, a meter used for domestic or residential service is found to be registering more than twenty-five percent (25%) slow, District may bill customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.
- b. When, upon test, a meter used for other than domestic or residential service is found to be registering more than five percent (5%) slow District may bill customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six (6) months, that the meter was in use.

9.2.3 Non-Registering Meters

District shall bill customer for water consumed while the meter was not registering. The bill will be computed upon an estimate of consumption of customer's prior usage. .

10. Section 10 - FIRE SERVICE

10.1 PURPOSE

A fire service connection of appropriate size may be furnished for fire protection purposes only with no other use permitted there from.

10.2 INSTALLATION CHARGES FOR WORK BY DISTRICT

Applicant shall make an advance deposit of the estimated cost of installing the service connection. Actual cost of the installation will be charged and deposit credited to applicant on completion.

10.3 CONNECTION STANDARDS

Each metered connection shall be constructed in accordance with District requirements and shall include a connection to District's main, a gate valve at the main and a lateral pipeline terminating with a post indicator valve at the property line or other point District designates. The termination point is also the point at which District's maintenance responsibility ends. Applicant shall extend the lateral to service applicant's fire protection or fire sprinkler system. Pressure reducers or backflow protection may be required.

10.4 AUXILIARY FIRE CONNECTION

A compound metered fire connection may be made to provide for fire protection during shutdowns or over demands upon private systems.

10.5 FIRE SPRINKLER CONNECTION

A fire sprinkler connection will also require metering. The sprinkler system shall be constructed in accordance with requirements established by the public agency responsible for providing fire protection.

10.6 QUANTITY AND OTHER CHARGES

10.6.1 Water for fires

No charge will be made for water to extinguish fires.

10.6.2 Water for Fire Storage Tanks

Water may be obtained from a fire service for filling a storage tank connected with the fire service, but only if District's advanced written permission is secured and an approved means of measurement is available. The rates for customer's class of service shall apply.

10.6.3 Water Availability or Meter Charge

The customer shall pay the periodic water availability or meter charge adopted by the Board of Directors.

10.6.4 Other

Water lost through leakage or used in testing shall be charged at the rate of customer's class of service. Water used in violation of District's Rules shall be charged at the highest adopted rate for any class of service.

10.7 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

11. Section 11 - EMERGENCY AND TRANSIENT SERVICE

11.1 TIME LIMIT

Emergency and transient service shall be disconnected and terminated within thirty (30) days after installation unless a written time extension is given. Time extensions for emergency service shall not be given unless all reasonable measures have been taken to restore the private supply.

11.2 QUANTITY AND OTHER CHARGES

11.2.1 Emergency Service

All fees and other charges applicable to regular service of a like class shall be paid. Water furnished for emergency service shall be charged at the highest adopted rate for any class of service.

11.2.2 Transient Service

Water furnished through a transient service shall be charged at the highest adopted rate for any class of service. An adopted monthly meter charge shall also be paid.

11.3 INSTALLATION CHARGE AND DEPOSITS

An applicant for service shall:

1. Pay District the estimated cost of installing and removing all facilities necessary to furnish such service, or, at District's option, if service is supplied through a fire hydrant meter the applicant will be charged an applicable service charge adopted by the Board.
2. Deposit an adopted amount to be refunded at service termination after deducting all unpaid amounts due District.
3. Deposit an amount equal to the District's estimated value of any District equipment loaned for use on service connections.

11.4 RESPONSIBILITY FOR METERS AND INSTALLATION

Customers shall prevent damage to the meter or to any other loaned facilities from the time they are installed until they are removed or returned to District. If the meter or other facilities are damaged, lost or stolen, the cost of making repairs and/or replacement shall be paid by customer. Written notice of termination of use must be received at District's office during business hours. Customer remains liable to seventy-two hours after District receives such written notice.

11.5 SERVICE ON A FIRE HYDRANT

If service is supplied through a hydrant, a permit for the use of the hydrant shall be obtained from the proper authority and District unless the type of installation does not preclude hydrant use for fire fighting. It is specifically prohibited to operate a hydrant valve other than by using a spanner wrench designed for that purpose.

11.6 UNAUTHORIZED USE

Tampering with any fire hydrant for the unauthorized use of water there from, or for any other purpose, is a misdemeanor, punishable by law.

11.7 PRESSURE AND SUPPLY

The service is subject to the Conditions and Limitations applicable to all service.

11.8 MUTUAL AID ¹

As a condition to receiving emergency service, the applicant shall authorize District to use applicant's facilities to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following one year period.

¹ Amended 12/17/82 (Res. 339-82)

12. Section 12 - CROSS CONNECTIONS

12.1 HEALTH STATUTES AND REGULATIONS (ADOPTED BY REFERENCE)

12.2 The California Health and Safety Code provides, among other things, that it is unlawful for any person to supply any water used or intended to be used for human consumption or for domestic purposes which is impure, unwholesome or un-potable. Regulations of the State Water Resources Control Board Division of Drinking Water prohibit unprotected cross connections between the public water supply and any unapproved source of water. The regulations of the State Water Resources Control Board relating to cross connections and backflow prevention devices in effect from time to time can be found in detail in the District's Cross Connection Control Program Ordinance and include, but are not limited to the following:**PURPOSE**

To comply with the Health & Safety Code and the regulations of these health agencies, and the following purposes, District will neither make nor maintain any service connection unless District's water system is protected as provided in these rules and the Regulations of California Department of Public Health:

1. To protect District's water supply against actual or potential cross connections by isolating within the premise contamination or pollution that may occur because of some undiscovered or unauthorized cross connection on the premise.
2. To eliminate existing connections between drinking water systems and other sources of water not approved as safe and potable for human consumption.
3. To eliminate cross connections between drinking water systems and other sources of water or process water used for any purpose whatsoever which jeopardize the safety of the drinking water supply.
4. To prevent the making of cross connections in the future.
5. To protect the drinking water supply within the premises where plumbing defects or cross connections may endanger the drinking water supply.

12.3 INTENT - DEGREE OF HAZARD

It is recognized that there are varying degrees of hazard, and the degree of protection should be commensurate with the degree of hazard. In the instances where conditions warrant, modifications of the standard installation herein indicated may be made.

12.4 PLUMBING CHANGES REQUIRED

In special circumstances, when customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the backflow prevention devices. In making plumbing connections customer shall be guided entirely by local or state planning ordinances and not by District.

12.5 RELIEF VALVE RECOMMENDED

As a protection to customer's plumbing system, a suitable relief valve should be installed and maintained by him, at his expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

12.6 BACKFLOW PROTECTION ON ADDITIONAL WATER SUPPLY LINES

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 District's mains entering such premises, building or structures shall be protected by an approved backflow prevention device, regardless of the use of the additional water supply lines.

12.7 PROTECTION AGAINST INTER-STREET MAIN FLOW

Two 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 an approved backflow prevention device on each water service connection to be located adjacent to and on the property side of the respective meters.

12.8 LOCATION OF DEVICES

Backflow prevention devices shall be installed by customer at the water service connection adjacent to the meter, in an accessible location, above ground wherever practicable, and in accordance with District's Standard Drawings and Specifications. Reduced pressure principle backflow prevention devices must always be located above ground.

12.9 DEVICE SIZE

Backflow prevention devices shall have at least the same cross sectional area as the water meter. In those instances where continuous water supply is necessary, two sets of backflow prevention devices shall be installed in parallel. Where parallel devices are required, the sum of the cross sectional areas of the devices shall be at least equivalent to the cross sectional area of the water meter.

12.10 DEVICE OPERATING PRESSURE

Where the maximum pressure in the street water main exceeds 150 PSI, a pressure regulator set at 150 PSI or less must be installed upstream of the backflow prevention device.

12.11 INSTALLATION

All backflow prevention devices shall be approved by District. Purchasing and installation of said devices is the responsibility of Customer.

12.11.1 MAINTENANCE AND TESTING ¹

The California Public Health Department Regulations and District require that all backflow prevention devices be tested periodically (approximately every 12 months). District shall notify customer when testing of backflow preventer is needed. If customer does not provide a certified test report by the due date, District will test the device and add charges for test on the customer account. The customer shall be responsible for the repair, overhaul or replacement of a defective device and charges associated with same. Reports of testing and maintenance shall be maintained by the District for a minimum of three years.

12.12 DISCONTINUANCE OF SERVICE

Service to any premise may be immediately discontinued by District if a backflow prevention device required by these rules is not installed or maintained, or if a backflow prevention device has been removed or bypassed, or if unprotected cross connections exist on the premises, or, if customer fails to timely pay any charges due hereunder. Service will not be restored until such conditions are corrected.

¹ Amended 12/15/95 (Res. 598-95)

12.13 TYPES OF DEVICES REQUIRED FOR SPECIFIED PREMISES OR SYSTEMS

An approved backflow prevention device, where cross connection protection is required, shall be of a type as approved by and on the University of Southern California's List of Approved Backflow Prevention Assemblies¹

12.14 CHARGES^{2 3}

These rules being deemed necessary to protect the public water supply from backflow from customers' premises, the charges adopted by the Board are to be borne by the customer requiring the installation, periodic testing, maintenance, repair and replacement of the backflow prevention device.

¹ Amended 8/28/01 (Res. 816-01)

² Amended 12/15/95 (Res. 598-95)

³ Amended 6/27/97 (Res. 655-97)

13. Section 13 - SERVICE CONNECTIONS

13.1 SERVICE CONNECTIONS

13.1.1 General Rule

Service and meters must be installed on a main fronting the parcel to be serviced. If there is more than one such main, installation must be on the main closest to the nearest boundary of the parcel unless a compelling reason to deviate is obvious from the District's point of view.

13.1.2 Off-Site Meter Service ¹

Application for temporary service at the nearest existing main to an individual parcel not fronting an existing main may be approved by the Board of Directors, in its discretion, to account for unusual conditions. As a condition to temporary service, the owner of the parcel, in addition to payment of all fees and charges applicable to regular service, must execute and acknowledge for recordation, owner's agreement as prescribed by the Board providing for:

1. Installation and maintenance of a pipeline and other required facilities from the temporary meter to owner's parcel and acquisition of any required easements, all at owner's expense;
2. Discontinuance of temporary service and application for regular service at an appropriate point closer to owner's parcel upon installation of a main which District determines is the main from which the parcel should receive regular service; and
3. Payment by owner of the entire cost of relocation and such reasonable charges as District may then establish for connection including a pro rate share the cost of installation of such main and any service area charge, the total of which shall not be less than District's then established connection fee and service area charge to others for such regular service; and
4. Such other matters as the Board may reasonably require.

13.1.3 Location and Size

Subject to the final judgment of District as to the reasonableness thereof in light of District's needs and limitations prescribed from time to time, District will furnish and install a service connection of such size and at such location as the applicant requests. All meters shall be sized to deliver no more than 6 g.p.m. for each acre entitled to service. The service connection will be installed from the main to the curb line or property line of the parcel which abuts on a street, or other thoroughfare, or on a District right-of-way.

13.2 SEPARATE SERVICE REQUIRED

13.2.1 Parcels Under Single Ownership

Separate service shall be required for all parcels under separate ownership at the sole cost and expense of the owners.

13.2.2 Service Upon Parcel Division

Upon division of any parcel being served, the service as installed shall be deemed to be for the parcel fronting the service and the meter shall be properly sized for the parcel at the sole cost and expense of owners.

¹ Amended 12/20/96 (Res. 634-96)

13.3 MULTIPLE UNITS

13.3.1 Number of Services to Separate Premises

Separate premises will be supplied through separate service connections unless the Board elects otherwise.

13.3.2 Service to Multiple Units

Separate houses, buildings, living or business quarters the same parcel or adjoining parcels, under single ownership, or management and control, may be served at District's option by:

1. Through separate service to each or any unit provided that the pipeline system from each service is independent of the others, and it is not interconnected, or
2. Through a single service to the entire premises. Upon the sale or separation of management and control of a portion of property after application for water service, the portion sold or separated will no longer be considered as premises entitled to water from this service connection.

13.4 METERS

13.4.1 Location

Meters, when authorized, will be installed at the curb, at the property line or at edge of a right-of-way.

13.4.2 No Rent

No rent or other charge will be paid by District for a meter or other facilities, including housing and connections, on a customer's premises.

13.4.3 Meters Sealed

All meters will be sealed by the District when installed, and no seal shall be altered or broken except by District.

13.5 CHANGE IN LOCATION OF METERS OR SERVICE CONNECTIONS

Meters or service connections moved for a customer's convenience will be relocated at customer's expense. Meters or service connections moved to protect the District's property will be moved at District expense, temporary service connection excepted.

13.6 CHANGES IN SIZE OF METER

Changes in meter size may be made subject to other provision of these rules and subject to full payment of the new size meter and service installation charge. For increases the then current fees and charges applicable for new service shall also apply. Credit shall be given for removed meters in amounts adopted by the Board from time to time.

14. Section 14 - NEW FACILITIES

14.1 GENERAL POLICY

Except for facilities constructed by District with the proceeds of bond funds or general funds, it is the general policy of District to require that all new facilities, both on and offsite, be constructed at the sole expense of owners requesting service and that District be without any costs or expense in connection therewith.

14.2 COSTS ADVANCED

The cost of facilities, including any required easements and facilities sites, and all environmental review, governmental approvals and permits, design, engineering, testing, inspection, legal, bonding, insurance, supervision, administrative and overhead costs, transportation, utilities, labor, materials and equipment, shall be paid entirely by owner.

14.3 EXTENSIONS OF MAINS

All water main extensions within public rights-of-way shall be extended fully across the frontage of all parcels to be served. Where the boundary of the property or subdivision shall also be the boundary of the District, the pipeline may be terminated approximately five feet inside the last parcel.

14.4 DISTRICT PARTICIPATION - EXCESS SIZING

Where District requires construction of a pipeline having a diameter greater than eight inches and greater than that required for service to the development, either within the development or off-site, District may participate in the cost thereof in the following manner: The entire cost of such line must be initially provided by owner, including the cost of survey, engineering and rights-of-way. District may agree with developer to refund to developer, without interest and within five years from the Board acceptance of such line, such amount as may be adopted by the Board for such lines.

14.5 REFUND AGREEMENT

District may enter into a refund agreement whereby a part of the cost of the pipeline may be recovered from owners, including the installer, whose property is served from the line. Such refund agreement may provide for the payment to the installer of the amounts paid to District, during the ten (10) year period following the Board's acceptance of said facilities, as the adopted connection fee, if any, in effect at the time District enters into an agreement with the installer. The amount to be refunded shall be limited to such amounts as may be adopted by the Board. If District participates in the cost of the line, the connection fees as received shall be divided proportionately between District and installer.

14.6 CONSTRUCTION AGREEMENT

All facilities shall be constructed under agreements containing such standard and special conditions for the payment of District costs, expenses and charges, insurance, performance and payment security and other matters, as the Board may adopt from time to time.

14.7 OTHER FEES AND CHARGES

By constructing facilities, neither the owner or owner's property shall be relieved of the obligation to pay any capacity charge, meter and service installation, expansion, operation, maintenance, or other fees or charges which may be adopted from time to time.

15. Section 15 - FEES AND CHARGES

15.1 IN GENERAL

In addition to fees and charges and water rates prescribed elsewhere, each class and type of service shall be subject to each of the fees and charges adopted by the Board from time to time, and in such amounts as may be then in effect for the class and type of service and the meter type and size installed.

15.2 PAYMENTS AND DEPOSITS - EFFECTIVE DATES

All required fees and charges or deposits shall be made at the time of application. If installation is delayed for any reason other than that due to the scheduling of installation work by District, the applicable fees and charges shall be those in effect on the date of installation, and any increased amounts shall be paid before installation. Unless otherwise provided in the action taken by the Board, all fees and charges shall be effective on the date of adoption and shall apply irrespective of the date of application for service and any delays in the processing thereof.

15.3 APPLICABLE TO EACH SERVICE

Each fee and charge shall also apply to service to each parcel of divided lands without credit for any such fees and charges paid with respect to said lands prior to division.

15.3.1 SDCWA & MET FIXED CHARGES

The Fixed Charges levied upon the District from the San Diego County Water Authority and the Metropolitan Water District shall be a *Direct Pass Through* based on the same methodology as SDCWA & MET uses to allocate the charges to the District.

16. Section 16 - WATER RATES

16.1 QUANTITY CHARGE

Quantity charges for all water delivered during a billed period shall be those adopted for each class of service and service area, including penalty or surcharges levied on all water consumed in excess of such quotas/consumption limitations as the District shall establish from time to time, either in order to comply with mandatory supply reductions imposed by an imported water wholesaler (such as the San Diego County Water Authority or the Metropolitan Water District of Southern California) or as required by reductions in available local supplies.

16.2 MULTIPLE DWELLINGS, SPACE AND UNITS

For each service connection to which more than one dwelling unit, dwelling space, mobile home or trailer unit, or other type of unit (service unit) is connected, whether occupied or not, an adopted multiple service charge shall be made for each unit less one(1). The multiple service charge shall also apply to each dwelling (occupied or not) on premises served by other than a domestic meter sized 2” or above.

16.3 MONTHLY METER AND MINIMUM CHARGES ¹

Unless service has been temporarily or permanently discontinued pursuant to Rule 7.5.2 or 7.5.3 monthly meter and/or minimum charges shall be paid irrespective of water use for each service connection in an amount adopted for each class of service and meter size in addition to all other charges. If service has been temporarily discontinued, payment of these charges may be deferred as set forth in Rule 7.5.2.

16.3.1 SDCWA INFRASTRUCTURE ACCESS CHARGE (IAC) ²

The IAC is a fixed monthly charge set by the San Diego County Water Authority on all retail meters within it’s boundaries in order to maintain a minimum level of their projected fixed revenues. The charge is based on “household meter equivalents”. The following are exempt from the charge: 1. Meters used exclusively for fire service; 2. Mutual Water Companies (Wholesale Agencies); 3. Improvement District “A”; 4. Temporarily discontinued meters; 5. Meters that have not taken water during the previous 12 months ending Dec. 31st; 6. Emergency Meters.

16.4 PUMPING CHARGE

Where service connections are located on portions of the distribution system of the District at such points so as to require pumping for the delivery of water, an adopted pumping charge, based upon the pumping station through which water is delivered, shall be added to all other charges imposed by District.

16.5 SPECIAL CHARGES FOR IMPROVEMENT DISTRICTS

In addition to all other charges, adopted special charges shall be levied and collected for all water delivered in designated improvement districts, including special connection charges.

16.5.1 SPECIAL SERVICE CONNECTION CHARGE (SSCC)

In addition to all other charges, adopted special charges shall be levied and collected from properties within the designated service area prior to allowing connection to the reimbursement facility. The Special Service Connection Charge would include the properties pro rata share of the construction cost of the reimbursement facility.

¹ Amended 3/15/96 (Res. 602-96)

² Amended 12/18/98 (Res. 710-98)

16.6 SERVICE AREA CHARGES

In addition to all other charges, adopted special charges shall be levied and collected for all water delivered in designated Service Areas.

16.7 EFFECTIVE DATES

Unless otherwise provided in the action taken by the Board, all rates and charges shall be applicable with respect to all billings resulting from meter readings made after date of adoption irrespective of the fact that the quantity of water metered may have been delivered prior to the effective date but subsequent to the last meter reading before that date.

16.8 PUBLIC LANDS

This section shall apply to water delivered to and used upon property not subject to District taxes.

17. Section 17 - CONTRACT SERVICE

17.1 PURPOSE

To ensure that District's limited peak demand capacities are equitably apportioned, it is necessary that parcels of land with private supplies developed in partial reliance on District's capacities be identified and that the extent of District's commitment to said lands for intermittent or extended service be fixed.

17.2 ELIGIBLE PARCELS

Parcels of land outside of Improvement District A for which a service connection has been continuously installed since April 15, 1977 may be eligible for contract service to the extent the parcel was developed before April 15, 1977 in reliance on District's capacities.

17.3 APPLICATION AND AGREEMENT

Applicant will be required to execute a special application and agreement form setting forth:

1. Such matters as required for other applications.
2. Such information as may be reasonably necessary to establish potential demand and reliance on District's capacities.
3. Applicant's and District's agreement fixing and limiting the maximum demand upon District.
4. Applicant's agreement to pay the cost of installing a substitute meter of a size no greater than that needed to meet an agreed upon potential demand.
5. Applicant's authorization for District to use applicant's facilities, to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense, but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following one-year period.¹
6. Applicant's agreement to pay all fees, rates and charges applicable to regular service of a like class.
7. Applicant's agreement that should service be discontinued at applicant's request the parcel will no longer be eligible for any service other than Emergency or Fire Service.²
8. Applicant's agreement to designate before any division of the parcel is completed, how the maximum demand is to be allocated among the resulting parcels and that failing such designation the entire maximum demand shall be allocated to the parcel fronting the service.

17.4 SERVICE UPON PARCEL DIVISION

17.4.1 ALLOCATION OF DEMAND

Upon division of any parcel, the agreed upon maximum demand shall be allocated as designated by the record owner thereof immediately before such division. Failing such designation, the entire maximum demand shall be allocated to the parcel fronting the service and the other parcels shall not be eligible for Contract Service.

¹ Amended 12/17/82 (Res. 339-82)

² Amended 12/17/82 (Res. 339-82)

17.4.2 AGREEMENT AND METERS

Upon an allocation of the demand among divided parcels a separate special application and agreement shall be executed reflecting the allocation. Should the parcels come under separate ownership, the owner's thereof shall apply and pay for reduced sized meters in substitution of the existing meter. In no event shall the combined sizes of separate meters result in a greater potential demand than that of the substituted meter.

17.5 ADDITIONAL CONTRACT SERVICE

Parcels outside of Improvement District A with regular service which develop private supplies may by agreement approved by the Board of Directors obtain Contract Services on such terms and conditions as are consistent with District's policy of equitably apportioning available source of supply.

17.6 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

18. Section 18 - WHOLESALE SERVICE

18.1 PURPOSE

To ensure that District's limited peak demand capacities are equitably apportioned it is necessary that the extent of District's commitment to Wholesale Customers for intermittent or extended service be fixed.

18.2 RESTRICTIONS ¹

District's commitment for service to a Wholesale Customer shall be fixed to the extent parcels in its service area were developed before April 15, 1977 in reliance on District's capacities. As to any parcel not within the customer's service area on April 15, 1977, District water will only be served for domestic purposes.

18.3 APPLICATION AND AGREEMENT

Customer will be required to execute a special application and agreement form setting forth:

1. Customer's service area on April 15, 1977.
2. Such information as may be reasonably necessary to establish potential demand and reliance on District's capacities.
3. Customer's and District's agreement fixing and limiting the maximum demand upon District.
4. Customer's agreement to pay the cost of installing a substitute meter of a size no greater than that needed to meet an agreed upon potential demand.
5. Customer's authorization for District to use customer's facilities, to meet emergency demands of other District customers provided such use does not interfere with applicant's use. Said use will be at District's expense, but without charge for use of applicant's facilities or for water except that District will afford applicant a credit equal to the quantity of water used against any water supplied to applicant during the following one-year period.²
6. Customer's agreement to pay all fees, rates and charges adopted to from time to time.
7. Customer's agreement that should service be discontinued at its request, the customer will no longer be eligible for any service other than Emergency Service.

18.4 PRESSURE AND SUPPLY

The service is subject to the Condition and Limitations applicable to all service.

¹ Amended 12/17/82 (Res. 339-82)

² Amended 12/17/82 (Res. 339-82)

19. Section 19 – SUPPLY CONVEYANCE AND EXCHANGE POLICY

19.1 GENERAL

California Water Code §1810 provides that neither the state, nor any regional or local public agency may deny a bona fide transferor of water the use of a water conveyance facility (water wheeling) which has unused capacity, for the period of time for which that capacity is available, if fair compensation is paid for the use.

Fair Compensation is defined as reasonable charges incurred by the owner of the conveyance system, including capital, operation, maintenance and replacement costs, and increased costs from any necessitated purchase of supplemental power.

In order to adhere to the Water Code the District has established a Supply Conveyance and Exchange Policy that includes, but is not limited to the following regulations.

19.2 PURPOSE

The purpose of the Section is to set forth policy guidelines by which the District will address the financial and operational components of water system access, as well as impacts on water quality and current customers.

19.3 POLICY PRINCIPLES

Requests for access to District owned and operated water conveyance facilities (water wheeling) shall be evaluated using the following policy guidelines:

- a) Evaluation and the granting of access shall be made in a manner consistent with California water law; and
- b) The review and approval of access shall ensure no harm to existing District customers;
- c) Criteria for consideration shall serve to protect the District's financial position, operational performance, and quality of service delivered; and
- d) The District will facilitate acceptable and appropriate water system access.

19.4 COST RECOVERY

Cost for access to water conveyance systems shall be recovered on a uniform rate basis and include the proportionate cost of such access, encompassing all aspects of the District's integrate water distribution network.

Such costs for access shall be proportionately recovered on a per-acre-foot charge that, at a minimum, includes:

- a) Water distribution system capital, operational and maintenance costs;
- b) Water distribution system indirect support costs including, but not limited to, billing, meter reading, and similar services;
- c) Water system value of capital assets (with annual CCI increase), net of depreciation, and the replacement and refurbishment costs attributable to the proposed use;
- d) Water treatment costs; and
- e) General and administrative costs.

The District shall not be responsible for other potential costs such as, but not limited to, those associated with pre-treatment, environmental, or regulatory concerns, which shall be the responsibility of those wheeling water through the District's system.

The wheeling rate shall be adjusted annually each January based on a 10-year rolling average of the year-end audited District costs and shall be established by the District's Board of Directors and shown in the Schedule of Rates, Rentals, Fees and Charges. A \$5,000 one-time fee is required at time of application to cover application and administrative cost.

19.5 WATER QUALITY AND CUSTOMER IMPACTS

Approved access to conveyance systems shall in no way harm, or adversely impact the customer of the District, or the quality of water delivered by the District.

- a) The District shall not accept water for Conveyance that, at District's sole discretion, is determined to unsuitably degrade existing ambient water quality at the point of connection. Such determinations may include, but are in no way limited to, impacts caused by regulated contaminants.
- b) Those wheeling water through the District's system shall provide on-going treatment and water quality monitoring as prescribed by the District; and
- c) Those wheeling water shall obtain and maintain, at their sole cost and expense, all necessary environmental, regulatory, and governmental permits and approvals.

20. Section 20 - IMPROVEMENT DISTRICT A - WATER AVAILABILITY AND SPECIAL CONNECTION CHARGES

In addition to all other charges, lands within Improvement District A are subject to water availability and special connection charges currently established by ordinance.

21. Section 21 - WATER SHORTAGE

From time to time provisions for water shortages not made herein shall be made by ordinances or special adoptions. All service shall be subject to those ordinances or special adoptions.

22. Section 22 - SEVERABILITY

If any portion of these rules or any schedules adopted pursuant hereto is for any reason declared invalid, such declaration shall not affect the validity of the remaining portions thereof. The Board does hereby declare that it would have adopted these rules and regulations and schedules and each portion thereof irrespective of the fact that any one or more portions be declared invalid.

23. Section 23 - WATER CONSERVATION (RESERVED)

**YUIMA MUNICIPAL WATER DISTRICT
RULES AND REGULATIONS GOVERNING WATER SERVICE**

24. SCHEDULE OF RATES, RENTALS, FEES, DEPOSITS & CHARGES

EFFECTIVE July 1, 2022

2.17 RESTORATION-RECONNECTION CHARGES:

All unpaid charges, including with limitation, quantity (Rule 15.1), multiple service (Rule 15.2), monthly meter (Rule 15.3), turn off (Rule 7.5.2), turn on (Rule 7.6.2), connection (Rule 14.2), capacity (San Diego County Water Authority), interest (Rule 7.5.2), and delinquency charges (Rules 7.2.5 and 7.6.3) and any required deposit amounts (rule 6.3), must be paid in full before discontinued water service is restored.

2.27 COSTS OF DISTRICT - Labor & Equipment:

Hourly rates established when district is to be paid for its costs

<u>MANAGEMENT CONTRACT HOURLY RATES</u>	<u>HOURLY RATES</u>
Hourly rate for work performed over and above the management contract hours and service work performed for others.	\$ 76.06
Holiday & Overtime Hourly Rate	\$ 103.64
<u>EMERGENCY SERVICES CONTRACT HOURLY RATES</u>	
Hourly rate for work performed under all Emergency services Contracts.	\$ 76.06
Holiday & Overtime Hourly Rate	\$ 103.64
<u>RECORD KEEPING/SECRETARIAL HOURLY RATES</u>	
For work performed over and above the office/record keeping contract hours and office related functions.	\$ 53.47
Holiday & Overtime Hourly Rate	\$ 80.20
GENERAL MANAGER HOURLY RATE	\$ 112.27

<u>EQUIPMENT RENTAL</u>	<u>HOURLY RATES</u>
For District equipment used by District personnel on service jobs	
BACKHOE - Rental per hour	*\$ 69.00
UTILITY TRUCK/CRANE/WELDER – Rental per hour	99.00
CERTIFIED TEST METER	20.00

GREEN MACHINE/CEMENT MIXER/SUMP PUMP	10.00
BOAT RENTAL/TAPPER/PIPELINE LOCATOR/ AIR COMPRESSOR	10.00 20.00
Chlorine Trailer (<i>plus cost per gallon of liquid chlorine used</i>)	20.00
<i>*Maximum charge for backhoe will be billed at \$325 per day</i>	

2.3.1	<u>WATER AVAILABILITY LETTERS</u>	\$ 75.00
2.3.0	<u>SEPTIC PLAN CHECK FEE</u>	\$ 75.00
2.31	<u>DEFERRAL APPLICATION PROCESSING FEE</u>	\$ 500.00
2.31	<u>PROCESSING TERMINATION OF DEFERRAL AGREEMENT</u>	\$ 500.00
2.31	<u>FIRE PLAN CHECK FEE</u>	\$ 145.00
2.31	<u>ANNEXATION APPLICATION</u>	\$5000.00
2.31	<u>WATER SERVICE APPLICATION FEE</u>	\$ 15.00
2.31	<u>DELINQUENT ACCOUNT LIEN FILING & RELEASE</u>	\$ 75.00
2.31	<u>DOCUMENT PROCESSING & RECORDING</u>	\$ 75.00

4.1.1 NEW METER INSTALLATION - ESTIMATED DEPOSITS

METER SIZE	NEW SERVICE	SUBDIVISION w/ EXISTING SERVICE OUTLET
5/8 inch x 3/4 inch	\$ 3,900	\$ 800
1 inch	4,100	1,000
1 ¼ inch – 1 ½ inch	4,800	1,400
2 inch	5,500	1,600
3 inch	T & M	T & M
4 inch	T & M	T & M
5 inch & larger to be estimated at the time of application		

The minimum deposit for T&M jobs will be based on a contractor quote for the job plus 15%

4.2	<u>ANNEXATION FEE</u>	\$ 3,021 per acre
4.2(b)	<u>ANNEXATION Administrative processing initial deposit</u>	\$ 5,000
4.4	<u>ANNEXATION IN-LIEU FEE (in addition to 4.2)</u>	\$ 1,203 per acre
7.3	<u>DEPOSIT AMOUNTS (Establish and Restore Credit):</u>	

Three times the estimated average monthly bill, but not less than:

METER SIZE	DEPOSIT AMOUNT
5/8 inch – 3/4 inch	\$75
1 inch	80
1 ¼ inch – 1 ½ inch	180
2 inch	325
3 inch	750
4 inch	1,250
5 inch	2,000
6 inch	3,000

8.2.3	<u>RETURNED CHECK CHARGE:</u>	\$ 36.00
8.2.5	<u>DELINQUENCY CHARGE:</u>	5% of any amount unpaid monthly
8.5.2	<u>INTEREST:</u> The average rate of return earned by the district on invested funds for the last full fiscal year immediately preceding the date on which the charge accrues.	
8.6.2	<u>TURN-OFF, TURN-ON, METER REMOVAL AND RECONNECTION CHARGES</u>	
	Turn-off Fee	\$ 50.00
	Turn-on Fee	50.00
	Posting of 48-hour lock-off notice	50.00
	Locked out/replace District Lock Charge	70.00
	Reconnection Charges : Actual cost of removing or reconnecting removed meters	
8.6.3	<u>DELINQUENCY CHARGE (Lien Filed)</u>	
	1.5% of any unpaid amount monthly	
9.1.2	<u>METER TEST DEPOSIT</u>	
	<u>1 1/2 inch or smaller</u>	<u>Larger than 1 1/2 inch</u>
	\$ 60.00	\$ 90.00
10.6.1	<u>FIRE METERS:</u>	No charge for water to extinguish fires.
	Monthly meter charge: One-half regular rate	
	Installation: District's cost for meter, back-flow device, materials and labor.	
11.2.1	<u>EMERGENCY SERVICE:</u> <i>(rate code N)</i>	
	Water rate: Highest adopted rate Plus applicable pump zone and meter charge	
11.3	Deposit Required:	\$ 300.00
	Installation charge:	175.00
	Removal charge:	175.00
11.2.2	<u>TRANSIENT SERVICE:</u> <i>(rate code Q)</i>	
	Water rate: Highest adopted rate for any class of service.	
	Plus applicable pump zone and meter charge	
11.3	Deposit Required:	\$ 300.00
	Installation charge:	175.00
	Removal charge:	175.00
11.5	<u>TEMPORARY HYDRANT CONSTRUCTION METER</u> <i>(rate code Q,QL)</i>	
	Water rate	1.09005/100 gallons
	Plus applicable pump zone and meter charge	
	Installation charge:	175.00
	Removal charge:	175.00

12.14 CROSS CONNECTIONS:

Annual Inspection Charge Maintenance, repair & replacement
 \$ 60.00 cost
Backflow Device Installation - Estimated Deposits

METER SIZE	DOUBLE CHECK	REDUCED PRESSURE*
5/8 inch	\$195	\$315
1 inch	210	400
1 ½ inch	390	685
2 inch	475	900
3 inch	1,400	2,400
4 inch	1,950	3,200
5 inch & Larger to be estimated at time of application		

*Add \$200 if domestic tee is required

13.6 CREDIT FOR REMOVED METERS:

METER SIZE	MAXIMUM REFUND	NO CREDIT FOR:
5/8 inch	\$25	a. Obsolete meters
1 inch	35	b. More than salvage value
1 ½ inch	65	c. Meters replaced by District
2 inch	90	
3 inch	170	
4 inch or larger	280	

14.7 WATER SERVICE CAPACITY CHARGES

METER SIZE	DEMAND FACTOR (EDU) <i>(EDU = 30 gpm)</i>	CAPACITY CHARGE* <i>(effective 1/1/2022)</i>
Under 1 inch	1	\$3,338
1 inch	1.6	5,341
1 ¼ inch – 1 ½ inch	3	10,017
2 inch	5.2	17,361
3 inch	9.6	**32,048
4 inch	16.4	**54,752
6 inch	30	**100,155
8 inch	52	**173,600
10 inch	78	**260,373
12 inch	132	**440,631

*Plus the District's cost for meter, back-flow device, materials and labor. The foregoing are in addition to other charges that may be imposed upon an improvement district pursuant to Ordinance No. 51-81 Special Connection Charges - IDA.

**On all meters 3" and larger and all tract maps a \$1,500 deposit is required to conduct a study, pursuant to Resolution 960-04. An additional charge to be determined by a study conducted by the District at the time of application for three inch and larger meters and for all tract maps. The purpose

of such study will be to determine what additions or modifications to the District's facilities will be required as a result of the new demand, and at what expense. The study shall be conducted at the applicant's expense, and the applicant shall deposit \$1,500 with the District at the time of application to be applied to the cost of the study.

The following acreage ranges shall determine the maximum size meter allowed on a parcel of land:

Parcel Size	Maximum Meter Size
Lot to 3 acres	Under 1"
3+ to 8 acres	1"
8+ to 16 acres	1 1/2"
16+ to 20 acres	2"
20+ to 60 acres	3"
60+ to 80 acres	4"
80+ to 105 acres	5"
105+ to 216 acres	6"
216+ to 450 acres	8"

SAN DIEGO COUNTY WATER AUTHORITY – CAPACITY CHARGES:

Meter Size (inches)	ME Factor	System Capacity Charge (effective 1/1/2022)	Water Treatment Capacity Charge (effective 1/1/2022)
Less Than 1"	1	\$5,328	\$149
1"	1.6	8,525	238
1 1/2"	3	15,984	447
2"	5.2	27,706	775
3"	9.6	51,149	1,430
4"	16.4	87,379	2,443
6"	30	159,840	4,470
8"	52	277,056	7,748
10"	78	415,584	11,622
12"	132	703,296	19,668

The San Diego County Water Authority Capacity Charges are a direct pass through. Charges are collected at the time of meter application and remitted to the San Diego County Water Authority. Effective 1/1/2020

15.3.1 SDCWA & MET FIXED CHARGES

	CY 2022
Capacity Allocation / Reservation Charge (MET Fixed Charge)	\$173,833
Customer Service Charge (CWA Fixed Charge)	\$338,626
Storage Charge (CWA Fixed Charge)	\$216,542
Supply Reliability Charge (CWA Fixed Charge)	\$115,256
Readiness-to-Serve Charge (MET Fixed Charge)	\$182,501

The SDCWA & MET Fixed Charges are levied as *direct pass through* based on the same methodology as SDCWA & MET uses to allocate the charges to the District. These charges or credits will show as a separate line item on the water bill based on each customer's rolling average.

16.1 QUANTITY CHARGE:

SERVICE TYPE	RATE PER UNIT (100 cubic feet)
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Yuima PSAWR Agricultural (rate code C & AY)	\$3.2714
Yuima Domestic & Non-PSAWR Agricultural (rate code B, AD & CY)	3.7673
IDA PSAWR Agricultural (rate code P)	2.5526
IDA Domestic & Non-PSAWR Agricultural (rate code E, F & AI)	3.5598
IDA Water Development & Use Agreements (rate code H)	1.2763
Non-Potable Water Credit (rate code BR)	.068871

16.2 MULTIPLE SERVICE CHARGE: (All services and classes) *

Per Service Unit \$59.06

* Charge applies to temporary discontinued services

16.3 MONTHLY METER CHARGES: (All services and classes) ***

METER SIZE	MONTHLY CHARGE**
5/8-inch	\$36.81
1 inch	58.91
1 ¼ - 1 ½ inch	110.50
2-inch	191.54
3-inch	353.59
4-inch	604.06
5-inch	854.51
6-inch	1,105.00
8-inch	1,915.30
10-inch	2,872.27
Fire Meters (see 10.6.1)	

** Effective month of installation. If meter reduction delayed, reduced charge shall be effective month of installation or after 90 days from date of request, whichever is earlier. (The District may participate in the cost of substituting a smaller sized meter upon customer's written request. Customer will pay for backflow device and expense of relocation).

MONTHLY METER CHARGES: (Recorded agreements)

0	(Gregory Canyon Catch Agreement - House)	\$	0	no meter installed
1 ½"	(Borden IDA Agreement – Eisenlohr Parcel)		52.08	
4"	(Borden IDA Agreement – Eisenlohr Parcel)		52.08	

16.3.1 SDCWA Infrastructure Access Charge IAC

METER SIZE	MONTHLY CHARGE*** (effective 7/1/2019)
5/8 -inch	\$4.24
1-inch	6.78
1 ¼ - 1 ½ inch	12.72
2-inch	22.05
3-inch	40.70

4-inch	69.54
6-inch	127.20
8-inch	220.48
10-inch	330.72

*** The following are exempt from the charge: 1. Meters used exclusively for fire service; 2. Improvement District "A"; 3. Temporarily discontinued meters; 4. Meters that have not taken water during the previous 12 months ending Dec. 31; 5. Emergency Meters.

16.4 PUMPING CHARGES:

PUMP ZONE	RATE PER 100 CUBIC FEET
1 (IDA)	\$0.16900
2 (IDA)	.37914
3 (IDA)	.64249
4 (IDA)	.81402
5 (Yuima)	.23014
6 (Yuima – Master Meter)	.23014
7 (Pettis usage App 506 & 507 from Pettis Reservoir)	.81402
8 (Hegardt Catch App. 745 no pump zone cg.)	.00000
9 (IDA Well Agreements no pump zone cg.)	.00000
10 (Dunlap Ag. Only Res. Pettis Catch –House)	.00000
11 (Interdepartmental Taps (3-IDA's))	..23014
12 (Well #22 to Tank 1 pumping charge)	.06197
13 (IDA Perricone bypass water to Yuima pumping cg.)	.61016
15 Fire Hydrant Construction meters	<i>(applicable pump zone where hydrant meter is set)</i>

16.5 IMPROVEMENT DISTRICTS:

(rate code TX & BP)

Used For District Interdepartmental Water Transfers Only
Rate Per 100 Cubic Feet*

Interdepartmental Taps - PSAWR	\$3.1913
Interdepartmental Taps – Non-PSAWR	\$3.6893

IMPROVEMENT DISTRICT SERVICE AREA CHARGES:

IDA Special Connection Charge	\$ 8,487 per acre or major fraction thereof
<i>Ordinance No. 128-18</i>	\$ 4,200 minimum charge for any parcel containing less than one-half acre.

16.5.1 SPECIAL SERVICE CONNECTION CHARGE (SSCC) – Hampton Road Pipeline

APN 130-050-33, 34, 35	\$ 5,717.63
APN 130-050-36	\$ 5,717.63
APN 130-050-31	\$25,653.55
APN 130-050-38	\$ 5,786.51
APN 130-050-42,43,44,45	\$25,667.32

17.5 **CONTRACT SERVICE:**

Fees, rates & charges shall be the same as regular service of a like class.

18.3.6 **WHOLESALE SERVICE:**

agricultural	<u>Ultimate Use</u> 3.7673 <i>(rate code A, AC)</i> purposes (Wholesale Domestic)	<u>Rate Per 100 Cubic Feet*</u>	50% or less for
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- Plus appropriate pumping zone and improvement district charges.

19.4 **CONVEYANCE (WHEELING) RATE:**

Wheeling Rate per acre foot Yuima General District \$572.04 *effective 1/1/2022*

- Plus appropriate pumping zone charge.
- Plus \$5,000 application fee

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RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
ADOPTING THE OPERATING AND CAPITAL BUDGETS
FOR THE FISCAL YEAR 2022-2023**

WHEREAS, the Board of Directors of Yuima Municipal Water District has reviewed and considered the Budget for Fiscal Year 2022-23 hereinafter referred to as the “Budget;” and

WHEREAS, the Budget provides a comprehensive plan of financial operations for the District including an estimate of revenues and the anticipated requirements for expenditures, appropriations, and reserves for the forthcoming fiscal year; and

WHEREAS, the Budget establishes the basis for incurring liability and making expenditures on behalf of the District; and

WHEREAS, it is the interest of the Yuima Municipal Water District to adopt an Annual Operating and Capital Expenditure Budgets for the 2022-23 Fiscal Year;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Yuima Municipal Water District as follows:

1. That the budget document which is on file and a summary of which is attached hereto as “Exhibit A” and “Exhibit B”, is adopted as the operating and capital budget for the District for the 2022-23 fiscal year.
2. That the amounts designated in the 2022-23 operating and capital budget are hereby appropriated and may be expended for which they are designated.

PASSED AND ADOPTED at the regular meeting of the board of Directors of Yuima Municipal Water District held on the 27th day of June 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Roland Simpson, President
Yuima Municipal Water District

Don Broomell, Secretary
Yuima Municipal Water District

Yuima Municipal Water District



Annual Budget

Fiscal Year 2022-2023

Pauma Valley, CA

Yuima Municipal Water District

Annual Budget For Fiscal Year Ending June 30, 2023

Prepared by:

Yuima Municipal Water District
Amy Reeh, General Manager
Lynette Brewer, Finance & Administrative Services Manager

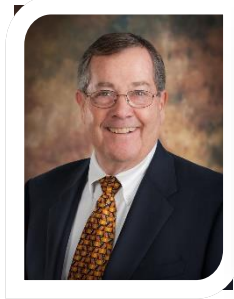
34928 Valley Center Road * P.O. Box 177, Valley Center, CA 92061

www.yuimamwd.com

OUR MISSION AND VISION



Roland
Simpson
President



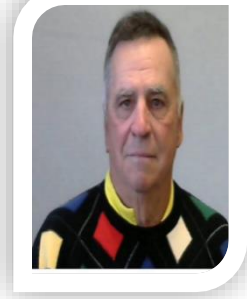
Stephen H.
Wehr
Vice-President



Don Broomell
Secretary / Treasurer



Lynne "Laney"
Villalobos
Director

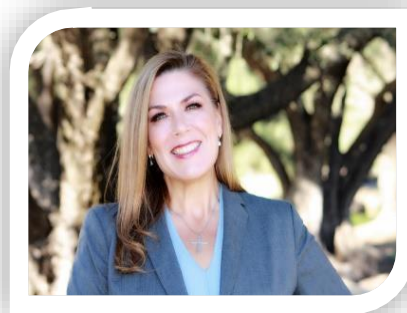


Bruce Knox
Director

Yuima Municipal Water District is committed to providing a diversified, sustainable water supply for water service to our Pauma Valley customers; exceeding all standards of quality and reliability at fair, reasonable and equitable rates.

We hope to be known and respected in our community as being good stewards of the public resources, and responsibilities entrusted to us.

Executive Management:

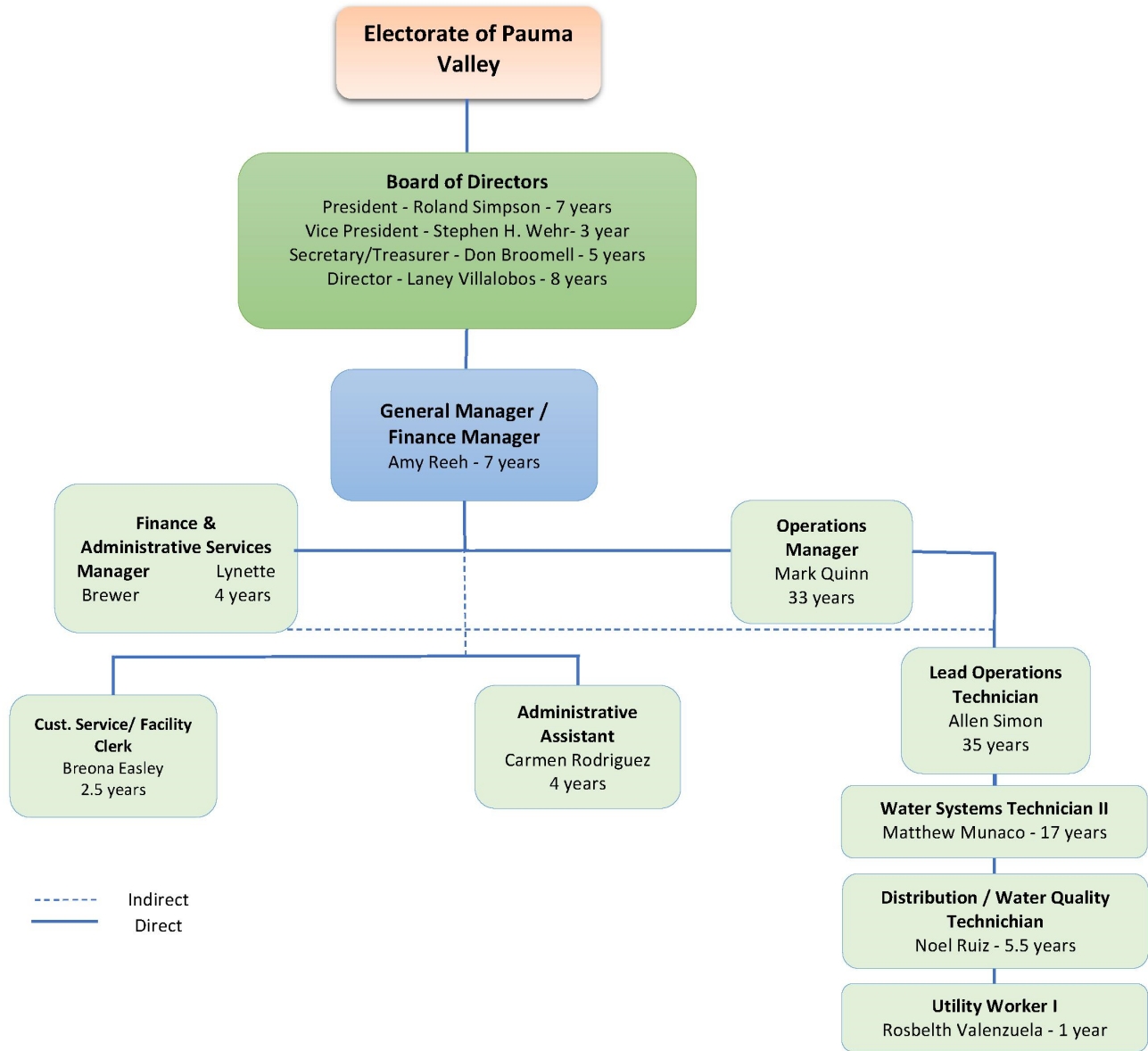


Amy Reeh
General Manager

Lynette Brewer
Finance and Administrative Services Manager

Mark Quinn
Operations Manager

**Yuima Municipal Water District
Organizational Chart**



PRINCIPAL OFFICIALS

Budget Year June 30, 2022

BOARD OF DIRECTORS

Roland Simpson, President
Stephen H. Wehr, Vice President
Don Broomell, Secretary/Treasurer
Lynn "Laney" Villalobos, Director
Bruce Knox, Director

GENERAL MANAGER / FINANCE MANAGER

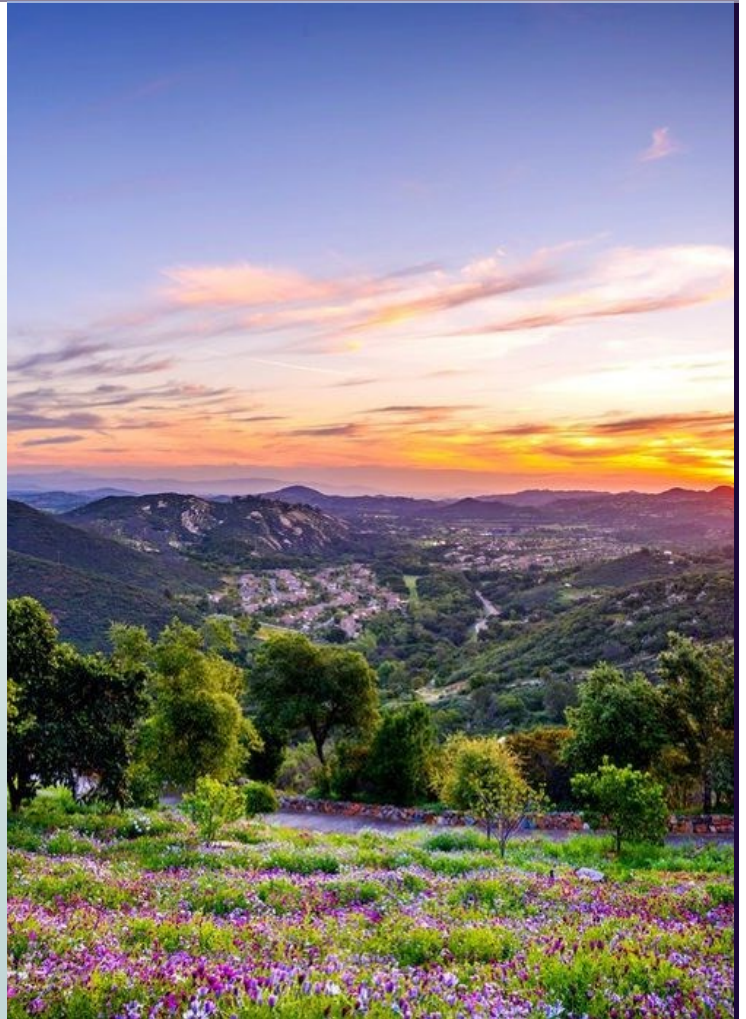
Amy Reeh

GENERAL COUNSEL

Jeremy Jungreis

INDEPENDENT AUDITOR

TEAMAN, RAMIREZ & SMITH, INC.



Yuima Municipal Water District

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Pauma Valley, CA 92061

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June 27, 2022

Roland Simpson, President
Members of the Board of Directors
Yuima Municipal Water District
P.O. Box 177
Pauma Valley, CA 92061

We are pleased to present this report along with the proposed fiscal year 2022-23 operating and capital budget for the water district. We look forward to your review and analysis toward ultimate adoption.

The budget reflects the District's strategic plans for maintaining critical infrastructure and long-term water supply challenges, while continuing to remain focused on the Board of Directors' goal of delivering a safe and reliable water supply to our customers at a reasonable cost. Ongoing priorities include increased local water production, rehabilitation of the District's only connection to imported water, and disinfection and delivery. We believe the budget includes the resources necessary to meet these goals.

The Board of Directors approves a budget annually to be used solely as a management tool. Depending upon the timing and level of the demand for water services, the revenues and expenditures may vary significantly and cannot be strictly controlled by means of detailed and rigid appropriations. Therefore, the annual budgets must be viewed as *estimates only*. Budget appropriations for major capital projects continue from year to year until the projects are completed.

THE DISTRICT

The District was incorporated on January 19, 1963 as a California special district by the State Legislature, with an entitlement to import water under the provisions of the *California Municipal Water District Act of 1911, section 71000 et.seq.* of the *California Water Code* as amended. The District was formed to import Colorado River water to augment local water supplies. The District provides water to its agricultural and domestic customers through 346 service connections provided within approximately 21 square miles in northern San Diego County. Approximately 2,227 people live within the District.

DEMOGRAPHICS

Yuima is a largely agricultural area. Our agricultural customers purchase approximately 93% of the District's total water sales while Domestic, Well Agreements and other sales make up the remaining 7%. As water is one of the largest production costs for farmers

in San Diego County, rapidly increasing wholesale water rates have the potential to severely affect the profitability of agriculture.

WATER SOURCES

The District purchases approximately 69% of its water from the San Diego County Water Authority (SDCWA or the “Authority”); the remaining 31% is derived from District owned wells.

DISTRICT OPERATIONS

Operations account for all activity related to water operations as well the general operations of the District. The District operates 44.12 miles of water main, 23 productive wells, 10 potable water tanks, and 2 Ag only reservoirs. As of May 31, 2022, there were a total of 346 active meters of which 192 were agricultural meters, 149 were domestic, and 5 were fire meters.

BUDGET DOCUMENTS

The Budget consists of the following sections:

1. This Budget Message
2. A Recap of the Proposed Budget, including recap summary, historical expense history and rate history graphs
3. Detailed budgets for the Operating and Capital funds.

BUDGET PROCESS

The budget process begins with input from all levels of staff. The Personnel Committee meets with the General Manager regarding salary and benefit recommendations for the next fiscal year. Consumption and water purchases from the Water Authority is and used to determine current year projections that are used in the 10-year average calculation. Strategic planning sessions are held to determine the most important issues that the District needs to consider, and budget requests are made by both Administrative and Operations staff.

Budget Calendar

January 2022	General Manager and Finance Manager begin budget process discussions.
March 2022	Personnel Committee makes recommendations to use during budget development. Data Collection and calculations begin, and budget requests are received.
May 2022	First review of the budget by Board of Directors.
June 2022	Second review of the budget by Board of Directors.
June 2022	Budget submitted to Board of Directors for possible adoption.

Budget Basis

The budget is prepared on an enterprise basis. Revenues and expenses are recognized on the accrual basis, in that both revenues and expenses are recognized in the accounting period in which they are earned or incurred. Depreciation is funded in the budget. It is the goal of the District that the costs of providing water service to the customers of the District are financed primarily through user charges whenever possible. Currently the general tax revenues are used in the operating budget to offset a portion of the operating deficit.

Budget Control

The General Manager is responsible for keeping expenditures within budget allocations for positions & salaries, operating expenses, and capital acquisitions, and may adopt budget procedures as necessary to carry out that responsibility. No expenditure of funds shall be authorized unless sufficient funds have been appropriated by the Board as described in this budget.

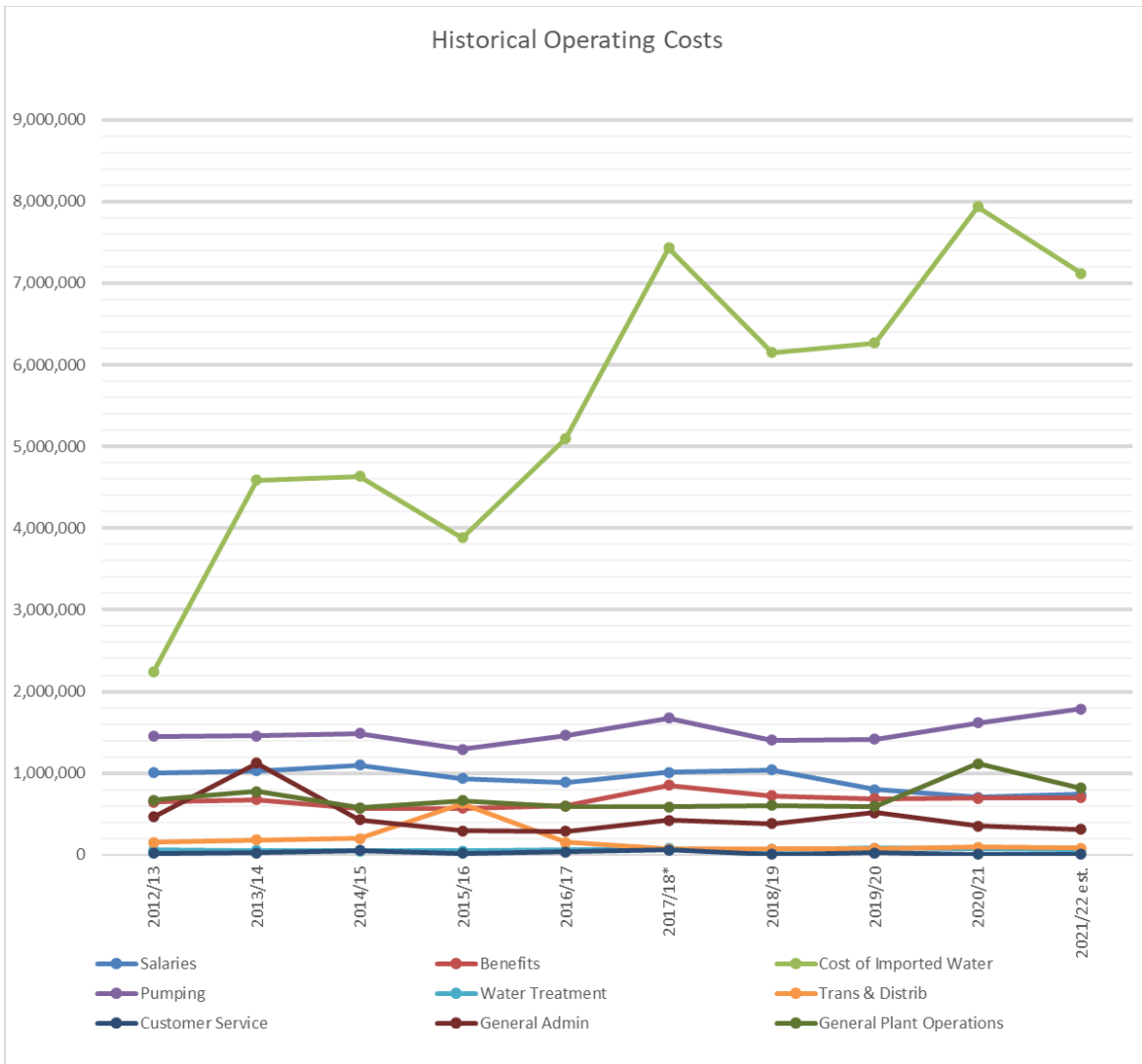
The General Manager may exercise discretion in the administration of the Budget to respond to changed circumstances, provided that any single modification in excess of \$15,000 shall require approval by the Board. Except for limited modification by the General Manager as noted, the Board must authorize any increase in the overall operating budget, capital budget, salary budget, and the number of authorized permanent personnel positions above the level identified in the final operating and capital budgets.

Appropriation Limit

Article XIII B of the State Constitution limits increases in property tax revenues. This limit increases annually by a factor comprised of changes in population and per capita personal income. Each year the District adopts by resolution the limit calculated under legislation. Applicable property taxes received by the District are approximately 22% of the established limit.

Water Purchases:

Purchased water is the largest share of the District's budget; accounting for \$7,392,445.96 or 59.5% of the District's total Operating Budget. For fiscal year 2022-23 it is projected that Yuima, district wide, will purchase approximately 4,780 acre-feet of water from our imported supplier, the San Diego County Water Authority (SDCWA), or 69.0% of our needs. The graph below presents a historical comparison of the cost of imported water to locally controlled expenses.



The balance of the District’s water supply, 2,151.3 acre-feet, will come from local supplies. The District’s fixed charges from the San Diego County Water Authority (SDCWA) are estimated to decrease 6.6% for the fiscal year from \$1,003,181 to \$936,665. These fixed costs are comprised of the Metropolitan Water District’s Capacity and Readiness-to-Serve Charges and the Authority’s Customer Service, Storage and Supply Reliability Charges. These charges are a direct pass-through to our customers based on the same rolling average methodology used by MET and the Authority to assess these charges to the District.

Water delivered to certified agricultural (PSAWR) users is estimated to represent 57.7% of the District’s total combined water projected to be sold in fiscal year 2022-23. However, this estimate is very conservative due to expected demand reduction from higher water rates and possible cuts due to ongoing drought conditions. Our ability to continue to meet a portion of our demand with lower cost local supplies is a major reason for the continued viability of agriculture in the District, however the loss of local supplies in the General District, as well as the requirement to blend local supplies with

imported water due to water quality, often puts a larger burden of their water needs on the imported supply.

The Metropolitan Water District supply rate for 2022-23 will increase 5.7% from \$1,143 to \$1,209 per acre foot. The Capacity Charge Allocation (formerly known as the Capacity Reservation Charge) will be \$150,023 which is a decrease from \$160,411 the prior year. This charge is computed on a 5-year rolling average of our M&I use during regional peak weeks and will continue to increase as the district's rolling average increases. Metropolitan's Readiness-to-Serve Charges for the fiscal year 2022-23 is estimated at \$116,206, which is computed on a 10-year rolling average of M&I use. This represents a decrease of \$66,295 for the year.

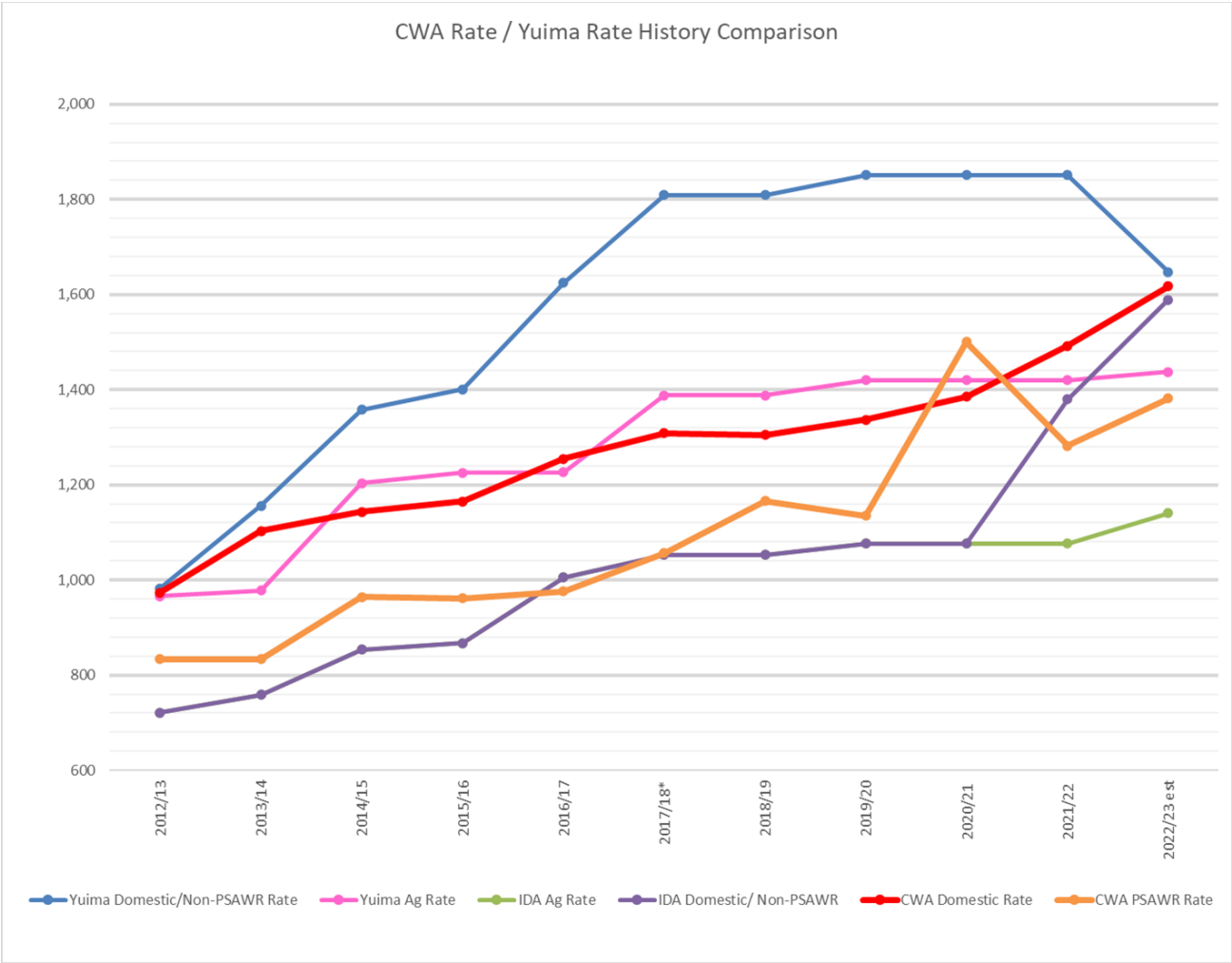
The SDCWA Customer Service Charge for 2022-23 is \$338,713 compared to \$330,515 representing a small increase of \$8,198 and is computed on a 3-year rolling average of M&I and Ag deliveries.

The SDCWA Storage charge for calendar year 2022-23 is \$207,623 which reflects a 5.3% decrease from the current years cost of \$219,337. The Storage Charge is computed on a 3-year rolling average of M & I deliveries.

The SDCWA Supply Reliability charge for calendar year 2022-23 increased \$13,696 or 12.4% for a total charge of \$124,101.

Base Water Rate

Although the San Diego County Water Authority has proposed a 7.8% increase in the commodity rate to the District the proposed increase to the District's base water rate for the 2022-23 fiscal year will be slight different depending on the class of service. The changes in PSAWR eligibility and of course the large increase to the SDCWA commodity rate were the main drivers for the changes to the District's water rate. The base rate for Yuima General District Domestic / Non-PSAWR customers is 3.7672 per unit. Yuima's Permanent Special Agricultural Water Rate (PSAWR) will increase to \$3.2714 per unit or \$1,425.03 per acre foot. The largest change in the District's water rate is within the rate for Improvement District-A. Due to significant changes in determining PSAWR eligibility, many customers who were previously eligible for the reduced agricultural rate became ineligible and significantly increased the quantity of higher priced imported water being served to these customers. Because the pass-through charges calculation is partially based on the type of water delivered (Agricultural or Non- Agricultural) the estimated pass-through charges being melded into the IDA's customers' water rates increased; particularly for the domestic / non-agricultural customer. The IDA PSAWR Agricultural rate will increase to 1,111.89 or 2.5525 per unit while the domestic rate will increase to \$3.5598 per unit or \$1,550.66 per acre foot. The graph below reflects a historical representation of the District's water rates in comparison to the San Diego County Water Authority's rate charged to the District.



Water Development and Use Agreements (Well Agreements)

Yuima’s Improvement District A (IDA) exercises Water Development and Use Agreements with a limited number of individual property owners. As indicated in each agreement, these parcels produce water from a well located on the property. Because Yuima own’s the water rights in its Improvement District A, and because the property owner is responsible for the cost to produce this water, the District collects revenue based on the amount of water produced at half the base agricultural rate. The increase reflected in the IDA Well Agreement Rate is 50% of IDA’s new agriculture water rate.

Pump Zone Charge

There is no proposed increase to the pump zone charge for the 2022-23 fiscal year. In fact, due to the more efficient pumps at the new Forebay Pump Station and the installation of Solar at the District office, the General District pump Zone rate is expected to decrease \$3.23 per acre foot; from \$103.48 to \$100.25.

Water Sales

Water sales for the past ten years have ranged from 5,114.8 to 8,368.3 acre feet. Due to the fact that a large portion of our sales is for agriculture purposes, sales are greatly affected by weather conditions, which make sales projections difficult. This fiscal year, staff has projected 2022-23 water sales at 6,931.3 acre feet, representing an 6.9% increase in sales over the prior year budgeted demands. These projections also follow the District's 10-year average. It is projected that the District will sell 4,779.3 acre feet in Yuima and 4,729 in IDA with 2,577 acre feet coming from the interdepartmental exchange.

SDCWA Infrastructure Access Charge (IAC)

The SDCWA IAC fee has been collected monthly since January 1, 1999 from each member agency and currently is set at \$4.24 per equivalent meter per month (EDU). Normally, this charge is adjusted each January, based on prior December 31st active meter count. This January SDCWA proposes no increase to this charge which is considered a direct pass-through charge to the customer.

Meter Charges

There is no proposed increase in the monthly meter charge for fiscal year 2022-23.

Personnel

The elective board members delegate management responsibility of the day-to-day operations of the District to an appointed General Manager, who in turn employs all employees at the District. The Personnel Committee recommendations for the 2022-23 fiscal year is to remain static on the number of District personnel. The District currently has a total of eight full-time employee positions and one part-time position. The District's total salary and benefit expense represents 11.6% of the total operating expenditures.

Management Contracts

The District provides services to the Lazy H Mutual Water Company, the Upper San Luis Rey Resources Conservation District and the San Luis Rey Watershed Authority under Water Service and Management Contracts. Estimated revenue derived from this contract is \$49,671. The District also provides services under an Emergency and Support Services Agreement with Rancho Estates Mutual Water Company which is only charged if the use of District services is exercised.

Interest Revenue

The District receives investment income from the cash balances in its reserve funds. In fiscal year 2022-23 the district is projected to earn \$31,500 on its invested reserves. Of this amount, \$15,750 (or 50% of earnings) will be allocated to the capital program and the remainder will be allocated to the operating budget. The district projects a 2 % or less rate of return on invested funds for 2022-23 fiscal year. The current market

condition has seen an increase in interest rates and possible higher returns on investment opportunities.

CONCLUSION

This budget reflects the Board of Directors' priorities which are communicated to the District staff through Board meetings and workshops. The goal of this budget document is to provide staff with a road map for prioritizing major capital improvement programs and ultimately fulfilling the District's vision, mission statement and goals. The overall purpose is to produce guidelines to address the District's short-term and long-term goals and objectives. This document demonstrates the District's commitment and ability to meet its financial obligations. The budget is developed based on certain assumptions and projected costs, which in some cases may not materialize. These assumptions were gathered from the District's historical and current data and trends.

=====

RECOMMENDATIONS

Staff makes the following recommendations for 2022-23 as summarized below:

1. Adopt the proposed 2022-23 Operating and Capital budgets as presented or modified by the Board for implementation on July 1, 2022.
2. Approve renewal of the Water Service & Management Contracts as proposed.
3. Approve the Personnel Committee recommendations.

OPERATING FUND

2022/23 BUDGET

YUIMA MUNICIPAL WATER DISTRICT 2022-2023 BUDGET OVERVIEW

The **total combined budget** for 2022-23 reflects a balanced budget.

Total budgeted revenues for 2022-23 are \$12,432,241, which is \$1,257,843 or 11.2% higher than the 2020-21 adopted budget of \$10,411,406. The increase is accredited to an increase in the cost of imported water purchases from the San Diego County Water Authority. In an effort to offset the large increase in wholesale water costs, the Board has directed staff to use funds from the Rate Stabilization Fund for rate smoothing over the next several years. To this end, the District has budgeted to use a \$491,047 from the fund during the 2022-23 fiscal year.

The District water service is comprised of two self-balancing funds: The General District Fund and Improvement District A (IDA) Fund. The General District relies almost solely on imported water supplies due to the significant decrease in local water production within the General District. However, Improvement District A is expected to supply 54.5% of its estimated demand from local production. **Combined water sales** for the current year 2021-22 are projected at 6860.7-acre-feet (AF). This is 5.8% higher than the budget of 6,484.3 AF. The difference in actual sales compared to budgeted demands is due to the decrease in rainfall during the fiscal year. However, to maintain budgeting continuity, water sales assumptions for 2022-23 are budgeted at 4,780.0 AF. Budgeted sales are based on a 10-year average of water consumption. Water sales for the past ten years has ranged from 5,114.5 to 8,368.3-acre feet. Because the majority of our sales are for agriculture, sales are greatly affected by weather conditions.

The most recent estimates from the San Diego County Water Authority proposes a 7.8% increase to the water commodity rate to the District for the 2022-23 fiscal year. The 2022-23 Proposed Budget for Yuima incorporates a commodity rate increase between 0.3% and 12.4%. The General District's Permanent Special Agricultural Rate (PSAWR) customer rate will increase to at \$1,425.03 per acre foot and the domestic (non-agricultural) decrease \$1,641.03 per acre foot. The decrease in the General District domestic (non-PSAWR) rate is due to the new PSAWR regulations and the transfer of many agricultural customers to the PSAWR program. The IDA PSAWR rate will increase 3.2% to \$1,111.89 per acre foot while the Domestic (non-PSAWR) rate will increase 12.4% to 1550.66. The significant increase again is a result of the new PSAWR regulations, the transfer of non-eligible agricultural customers to the higher class of service and the resulting increased cost associated with those reclassifications.

The estimated **interest earnings** rate for the 2022-23 fiscal year of 1.1% is expected to yield \$31,500. Due to current market conditions, there has been a significant increase in the District's average portfolio yield. District policy currently requires 50% of interest revenue to be transferred to the Capital Fund (excluding delinquency fees interest). The District's secured **property taxes** are budgeted at \$507,212 and does not reflect any increase from the current year. Water Availability charges are budgeted at \$92,936;

and is also a 0% change from the current year. There is no proposed increase for the monthly meter service charge or the per unit pump zone cost.

Total budgeted operating expenses, *including* capital expenditures, are \$12,432,241 which is 5.7%, or \$671,081 higher than the 2021-22 adopted budget of \$11,761,160. The District as not budgeted for any new capital projects in the 2022-23 fiscal year. Capital projects that are currently in process will be completed and closed out..

The largest **water operating expense** to the District is the cost of water sold or the water service component. This expense is 73.3% of the total budgeted expenditures. This expense reflects a 3% increase compared to the 2021-22 fiscal year. The percentage of General Administration costs reflects a small increase which is attributed to budgeting additional cost related licensing, utilities and other typical fixed overhead fees. Salaries and Benefits shows an increase of \$37,239 or 2.6%. This increase is due to small increase in staff's overall compensation. Salary and Benefit expenditures represent only 11.6% of the District's total operating budget.

Capital Projects for the 2021-22 Fiscal Year continue to be delayed due to contractor and vendor staffing issues, supply chain issues and other situations out of the District's control. The District will continue to work through completing and closing out the current capital projects that are in process.

In Conclusion this budget reflects the Board of Directors' priorities which are communicated to the District staff through Board meetings and workshops. The goal of this budget document is to provide staff with a road map for prioritizing and ultimately fulfilling the District's vision, mission statement and goals. The overall purpose is to produce guidelines to address the District's short-term and long-term goals and objectives. This document demonstrates the District's commitment and ability to meet its financial obligations. The budget is developed based on certain assumptions and projected costs, which in some cases may not materialize. These assumptions were gathered from the District's historical and current data and trends.

2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----		-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----			
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
OPERATING REVENUES *	6,931.3 ac. ft.	* 6,460.6 ac. ft.	* 6,711.1 ac. ft.	* 7,935.7 ac. ft.	4,779.3 ac. ft.	5,099.2 ac. ft.	5,702.9 ac. ft.	4,729.0 ac. ft.	5,026.8 ac. ft.	5,314.3 ac. ft.
Water Sales ¹	7,992,843 ⁽¹⁾	7,327,872	7,094,040	8,595,553	6,889,538	6,794,726	7,704,943	5,456,031	5,263,712	5,534,006
Water Services	16,672	5,200	(1,899)	81,461	16,672	(1,974)	81,461	-	75	-
Service Contracts	49,671	34,488	34,741	32,222	49,671	34,741	32,222	-	-	-
CWA/MET Fixed Costs	936,666	1,003,181	982,463	892,789	936,666	982,463	892,789	-	-	-
Meter Charges	797,129	796,414	784,425	784,650	325,800	325,750	324,948	471,329	458,675	459,702
Pump Zone Charges	1,507,495	1,429,250	1,603,910	1,716,082	479,095	525,846	598,658	1,028,400	1,078,064	1,117,424
Total Operating Revenues	11,300,477	10,596,405	10,497,680	12,102,757	8,697,443	8,661,551	9,635,023	6,955,760	6,800,526	7,111,132
OPERATING EXPENSES										
SOURCE OF SUPPLY:								* 2,577.0 ac.ft.	* 3,265.3 ac.ft.	* 3,081.5 ac.ft.
Purchased Water - SDCWA	6,455,780	5,262,162	6,124,180	6,849,214	6,455,778	6,124,180	6,849,214	4,352,726	4,964,397	4,643,396
Purchased Water - Local	-	16,400	1,135	180,424	-	1,135	180,424	-	-	-
CWA/MET Fixed Costs	936,666	1,003,181	995,346	902,400	936,666	995,346	902,400	-	-	-
Total	7,392,446	6,281,743	7,120,661	7,932,038	7,392,444	7,120,661	7,932,038	4,352,726	4,964,397	4,643,396
PUMPING:										
Salaries & Wages	28,954	25,392	22,223	21,352	1,111	751	49	27,843	21,471	21,303
Power	1,663,000	1,540,100	1,737,732	1,570,245	473,000	522,073	504,058	1,190,000	1,215,659	1,066,187
Maintenance	46,000	78,000	48,006	43,705	5,000	5,120	2,980	41,000	42,885	40,725
Total	1,737,954	1,643,492	1,807,960	1,635,303	479,111	527,945	507,088	1,258,843	1,280,016	1,128,215
WATER TREATMENT:										
Salaries & Wages	77,801	52,727	61,694	47,481	32,443	13,418	13,211	45,358	48,276	34,269
Supplies/Chlorine	40,100	35,000	43,122	43,866	2,500	3,905	2,789	37,600	39,217	41,077
Maintenance & Wtr. Testing	23,000	33,200	23,703	22,596	6,000	5,971	8,225	17,000	17,732	14,371
Power	2,000	3,200	1,764	2,574	1,500	1,434	2,263	500	330	311
Total	142,901	124,127	130,283	116,516	42,443	24,728	26,488	100,458	105,555	90,028
TRANSMISSION & DISTRIBUTION:										
Salaries & Wages	228,303	228,402	224,457	174,339	105,234	94,194	103,253	123,069	130,263	71,086
Materials & Supplies	2,500	4,200	1,958	2,879	1,500	1,427	2,479	1,000	531	399
Telemetry	10,000	7,200	22,848	10,321	5,000	8,060	3,902	5,000	14,788	6,418
Engineering	-	-	443	4,688	-	148	1,563	-	296	3,125
Maintenance	166,905	161,747	59,363	74,370	63,449	43,040	30,549	103,456	16,176	43,821
Signal Channel	1,300	1,500	1,089	1,284	1,000	993	1,188	300	96	96
Total	409,008	403,049	310,159	267,878	176,183	147,863	142,935	232,825	162,149	124,945

¹ Combined Water Sales figures have been reduced by the amount allocated for IDA purchased water to eliminate duplication of inter-district exchange.

2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----			-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----		
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
CUSTOMER EXPENSE:										
Salaries & Wages	102,536	97,174	100,510	65,519	51,018	45,423	30,114	51,518	55,087	35,406
Meter Repair & Maintenance	2,000	10,000	9,225	8,433	500	83	4,507	1,500	9,142	3,926
Total	104,536	107,174	109,735	73,951	51,518	45,506	34,620	53,018	64,229	39,332
GENERAL & ADMINISTRATIVE:										
Salaries & Wages	449,971	453,198	285,766	324,605	187,638	118,128	145,345	262,333	167,638	179,259
Benefits	503,523	474,045	697,970	695,858	210,803	294,905	301,004	292,720	403,065	394,854
Professional Services-SGMA	8,000	7,000	8,079	15,084	3,336	3,340	6,816	4,664	4,739	8,268
Legal Fees	20,000	55,000	29,573	82,942	8,340	10,129	40,930	11,660	19,444	42,012
Accounting/Audit Fees	21,500	16,500	23,279	18,485	8,966	8,104	8,671	12,535	15,175	9,814
Insurance	70,342	66,103	75,417	70,994	29,333	33,418	30,492	41,009	41,999	40,502
Auto Expense	33,500	23,500	27,727	35,772	13,970	13,563	16,183	19,531	14,164	19,589
Telephone Expense	20,588	14,215	13,446	11,436	8,585	5,639	5,181	12,003	7,807	6,255
Uniform Expense	3,510	3,510	3,415	2,996	1,464	1,417	1,328	2,046	1,998	1,668
Office Expense	20,260	15,265	23,212	27,113	8,448	9,633	13,082	11,812	13,579	14,031
Postage Expense	4,000	2,000	4,550	3,079	1,668	1,866	1,418	2,332	2,685	1,661
Computer Expense	32,200	29,710	42,059	32,808	13,427	17,224	10,937	18,773	24,835	21,871
License/Permits/LAFCO/Fees	30,000	16,600	21,043	21,320	12,510	11,996	7,817	17,490	9,047	13,503
Utilities	5,500	4,200	5,468	10,043	2,294	2,285	4,714	3,207	3,183	5,330
Medical Exams/Physicals	-	-	380	99	-	158	39	-	223	60
Manager Expense	4,500	500	6,425	1,976	1,877	2,482	883	2,624	3,943	1,092
115% Debt Service Reserve	535,971	540,725	-	-	388,958	-	-	147,013	-	-
Education/Training Expense	2,500	-	5,764	877	1,043	1,996	384	1,458	3,768	493
Membership Fees	17,000	16,000	20,174	16,036	7,089	7,062	7,504	9,911	13,113	8,531
Total	1,782,865	1,738,071	1,293,749	1,371,523	909,747	543,345	602,728	873,118	750,404	768,794
GENERAL PLANT:										
Salaries & Wages	56,719	79,631	44,978	69,911	23,652	19,259	34,458	33,067	25,719	35,453
Maintenance	21,000	13,500	31,299	40,098	8,757	12,476	13,060	12,243	18,823	27,037
Safety Programs/Equip.	1,500	1,500	1,233	4,368	626	510	2,139	875	723	2,230
Small Tools	2,400	1,200	2,241	4,667	1,001	954	1,985	1,399	1,287	2,683
Supplies	1,000	1,000	1,018	1,942	417	423	823	583	595	1,118
Radio Maintenance	550	550	532	463	229	151	207	321	382	256
Property Tax & Obsolete Inventory	850	850	355	414,082	500	355	132,625	350	-	281,457
Depreciation	778,514	778,514	778,514	652,405	393,514	393,514	279,810	385,000	385,000	372,596
Total	862,533	876,745	860,170	1,187,936	428,696	427,642	465,107	433,838	432,528	722,829
TOTAL OPERATING EXPENSE	12,432,241	11,174,401	11,632,716	12,585,144	9,480,141	8,837,689	9,711,004	7,304,825	7,759,276	7,517,540
OPERATING MARGIN	(1,131,764)	(577,996)	(1,135,037)	(482,387)	(782,698)	(176,138)	(75,981)	(349,065)	(958,750)	(406,408)

2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----			-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----		
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
OPERATING MARGIN - from page 2	(1,131,764)	(577,996)	(1,135,037)	(482,387)	(782,698)	(176,138)	(75,981)	(349,065)	(958,750)	(406,408)

NON-OPERATING REVENUES

Tax Revenue - General	507,212	384,832	512,893	494,136	428,949	431,830	419,135	78,263	81,063	75,001
Water Availability	92,936	68,935	95,782	98,071	64,882	67,223	67,041	28,054	28,559	31,030
MET Stand-by credit	-	107,731	107,695	103,172	-	80,059	75,316	-	27,635	27,856
MET Ready-to-Serve charge	-	-	-	-	-	-	-	-	-	-
Connection Fees/Debt Service Interest	(147,349)	(150,406)	(106,239)	(160,641)	(123,225)	(69,100)	(131,779)	(24,124)	(37,138)	(28,863)
SDCWA-Infrastructure Access Charge Collected	29,402	31,140	30,883	28,482	29,402	30,883	28,482	-	-	-
Misc. Income & Lease Fees	125,401	117,942	212,466	273,243	-	88,978	150,793	125,401	123,488	122,450
Interest on Investments & Deliq. Accts.	31,500	48,500	(33,714)	50,295	17,500	(76,186)	18,584	14,000	4,970	31,711
County Contribution to Fire Protection	-	-	-	6,421	-	-	6,421	-	-	-
	-	-	-	-	-	-	-	-	-	-

NON-OPERATING EXPENSES

Water Availability to Capital Reserve	(92,936) ⁽²⁾	(68,935)	(95,782)	(98,071)	(64,882)	(67,223)	(67,041)	(28,054)	(28,559)	(31,030)
MET Stand-by charge to Capital	-	(107,730)	(107,695)	(103,172)	-	(80,059)	(75,316)	-	(27,635)	(27,856)
MET Ready-to-serve to Capital	-	-	-	-	-	-	-	-	-	-
Conn. Fees/Debt Int Exp. to Capital	147,349 ⁽³⁾	150,406	100,056	160,641	123,225	69,100	131,779	24,124	30,956	28,863
SDCWA-Infrastructure Access Charge	(39,547) ⁽⁴⁾	(41,286)	(40,338)	(37,655)	(29,402)	(30,875)	(28,836)	(10,146)	(9,464)	(8,819)
50% Invest Rev. to Capital Reserve	(13,250) ⁽⁵⁾	(32,250)	(13,886)	(22,981)	(8,750)	(9,905)	(14,417)	(4,500)	(3,981)	(8,564)
Transfer Fire Protection Funds to Fire	-	-	653	(5,036)	-	-	(6,421)	-	653	1,385
Trans. to Capital Reserves	- ⁽⁶⁾	(130,506)	-	(222,016)	-	-	-	-	-	(222,016)
Transfer from Rate Stabilization Fund	491,047	199,620	708,671	-	345,000	-	-	146,047	708,671	-
Total Non-Operating Revenues	1,131,764	577,993	1,371,446	564,889	782,698	434,726	573,741	349,065	899,218	(8,852)

NET MARGIN	0	1	236,409	82,502	0	258,588	497,760	0	(59,532)	(415,259)
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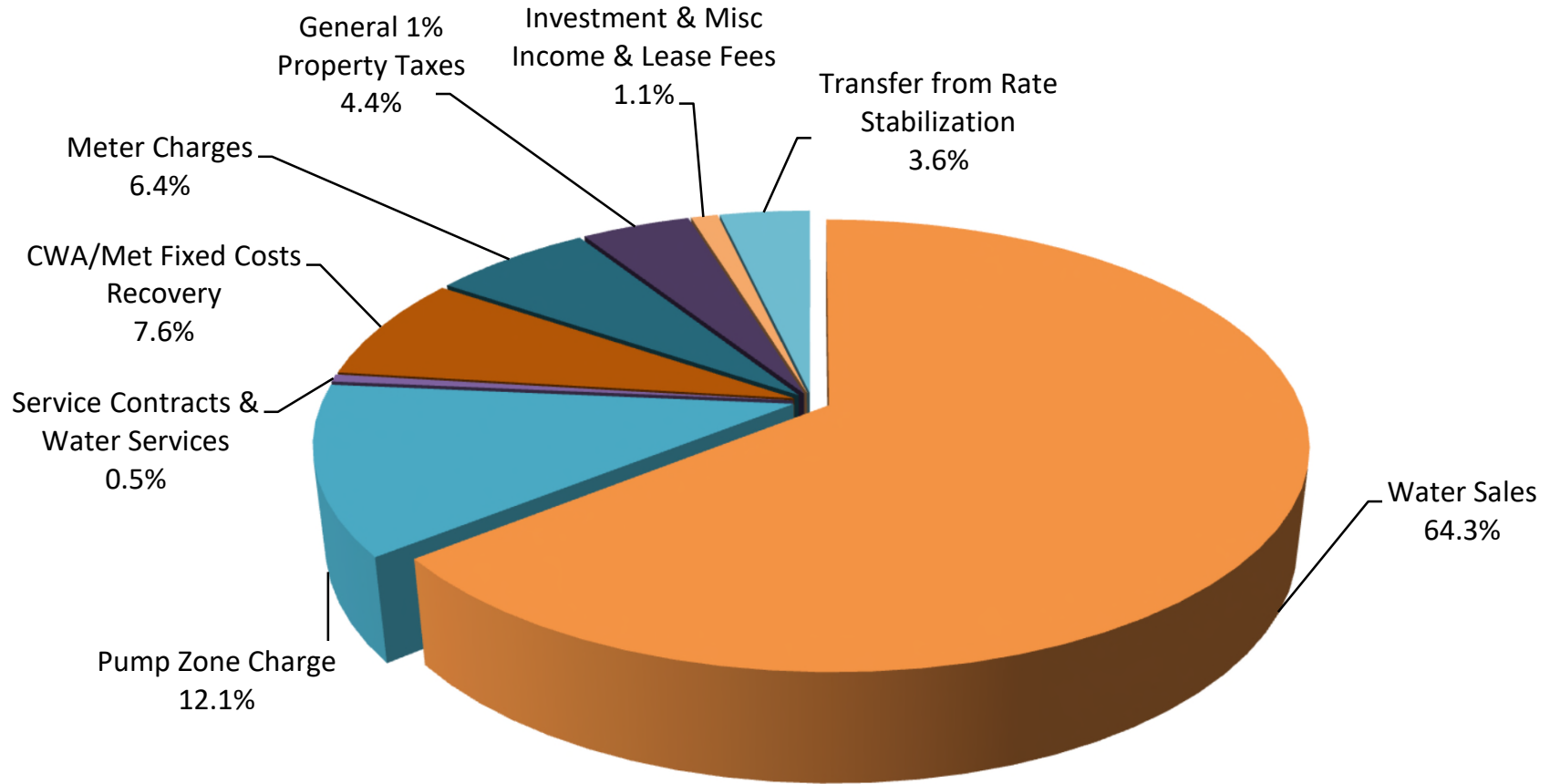
RECAP	TOTAL INCOME	12,432,241	11,174,398	11,869,126	12,667,646	9,480,141	9,096,277	10,208,764	7,304,825	7,699,744	7,102,280
	TOTAL EXPENSE	12,432,241	11,174,398	11,632,715	12,585,144	9,480,141	8,837,689	9,711,004	7,304,825	7,759,276	7,517,540
	NET MARGIN	0	0	236,410	82,502	0	258,588	497,760	0	(59,532)	(415,259)

TRANSFERS TO CAPITAL RESERVE

- ² Water Availability district wide to capital reserve
- ³ Connection fees transferred to capital. Debt service interest transferred to capital
- ⁴ SDCWA Infrastructure Access Charge \$4.24 EDU - direct pass through 7/1/21.
- ⁵ 50% of investment earnings to capital reserve
- ⁶ Transfer to Capital Fund for CIP Projects

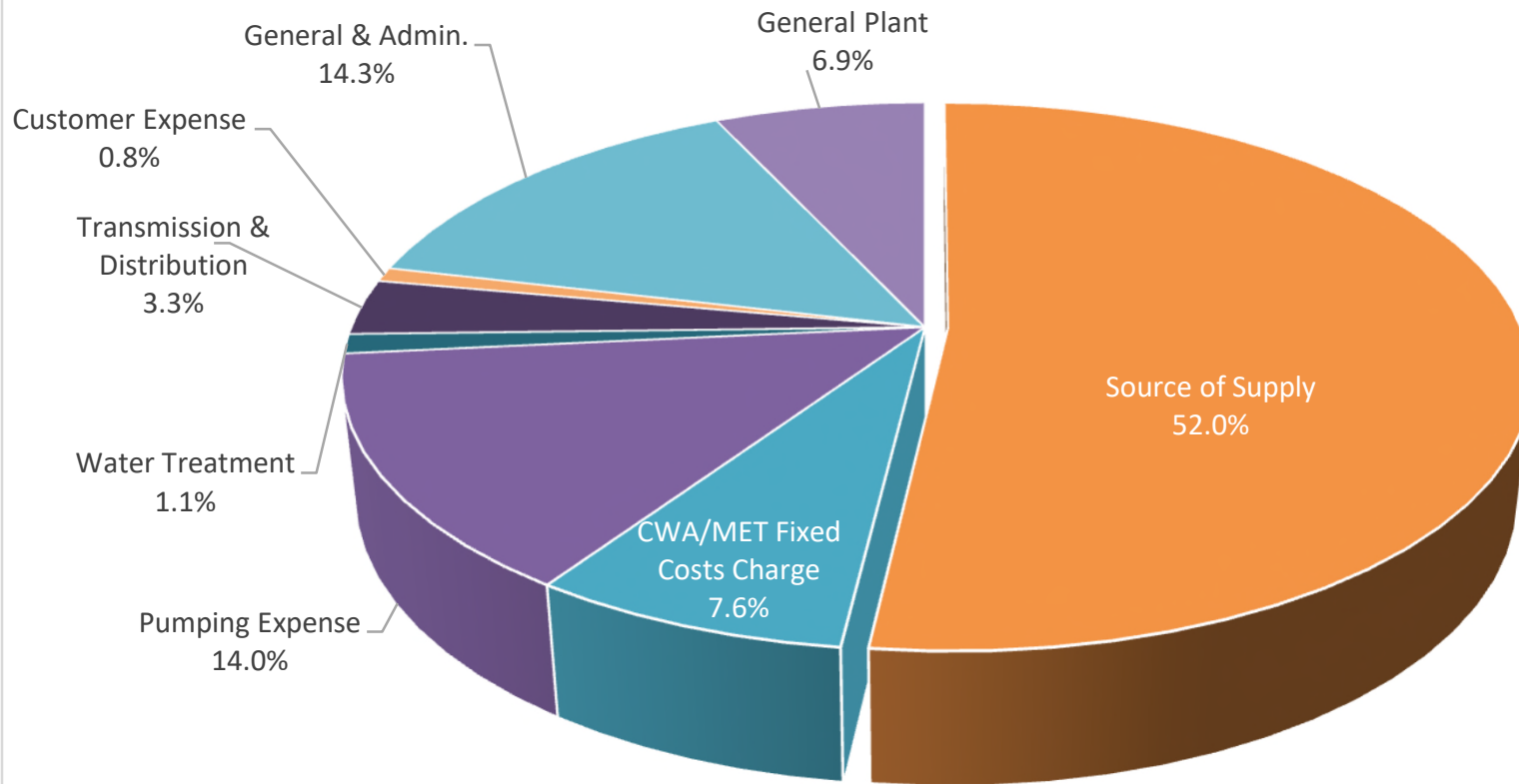
**BUDGET RECAP - SOURCE OF REVENUES
2022-2023**

BUDGET - SOURCE OF REVENUES (\$12.4 million)



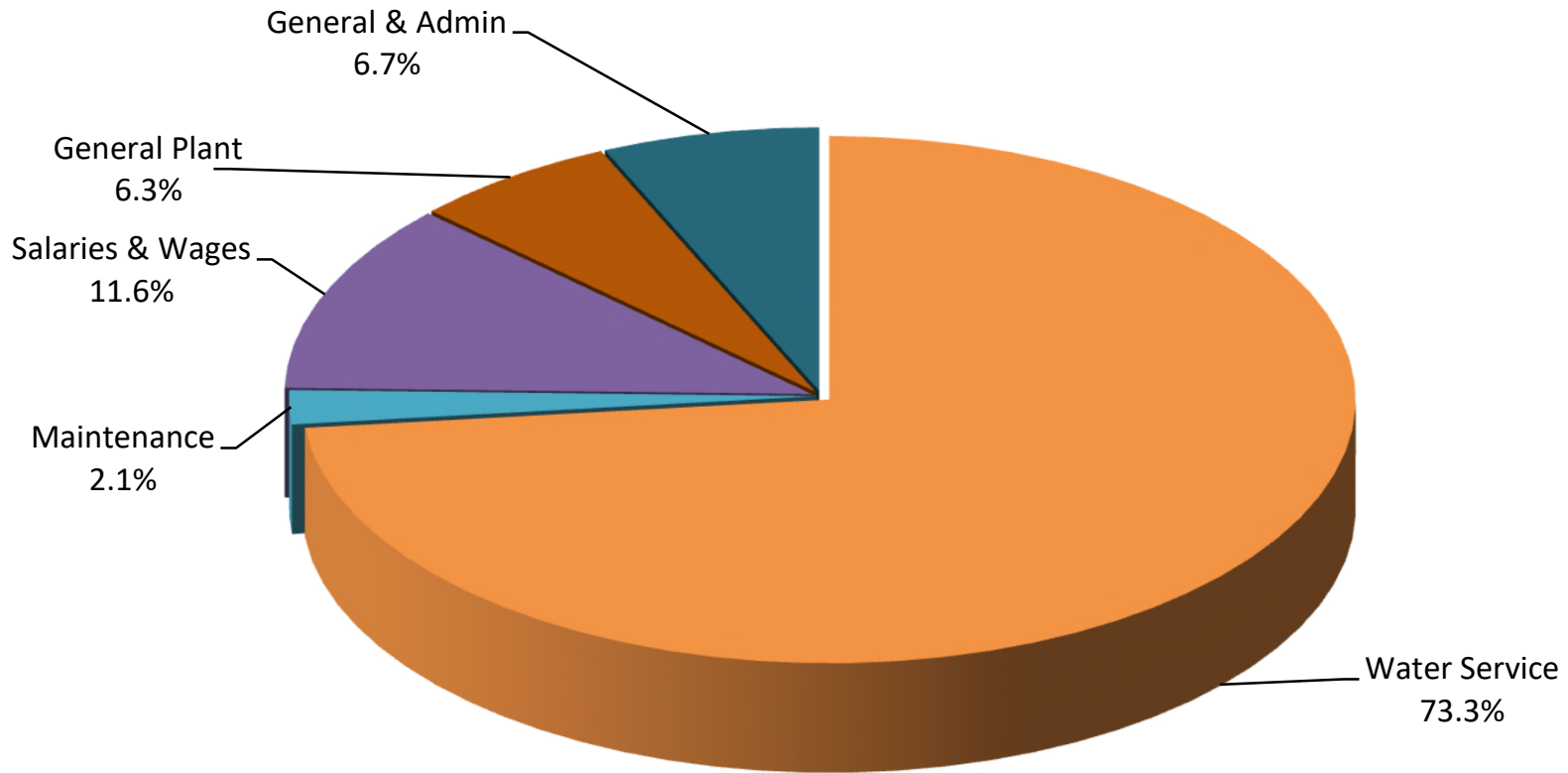
**BUDGET RECAP - EXPENDITURES BY BUDGET ELEMENTS
2022-2023**

MAJOR BUDGET ELEMENTS - EXPENDITURES (\$12.4 million)

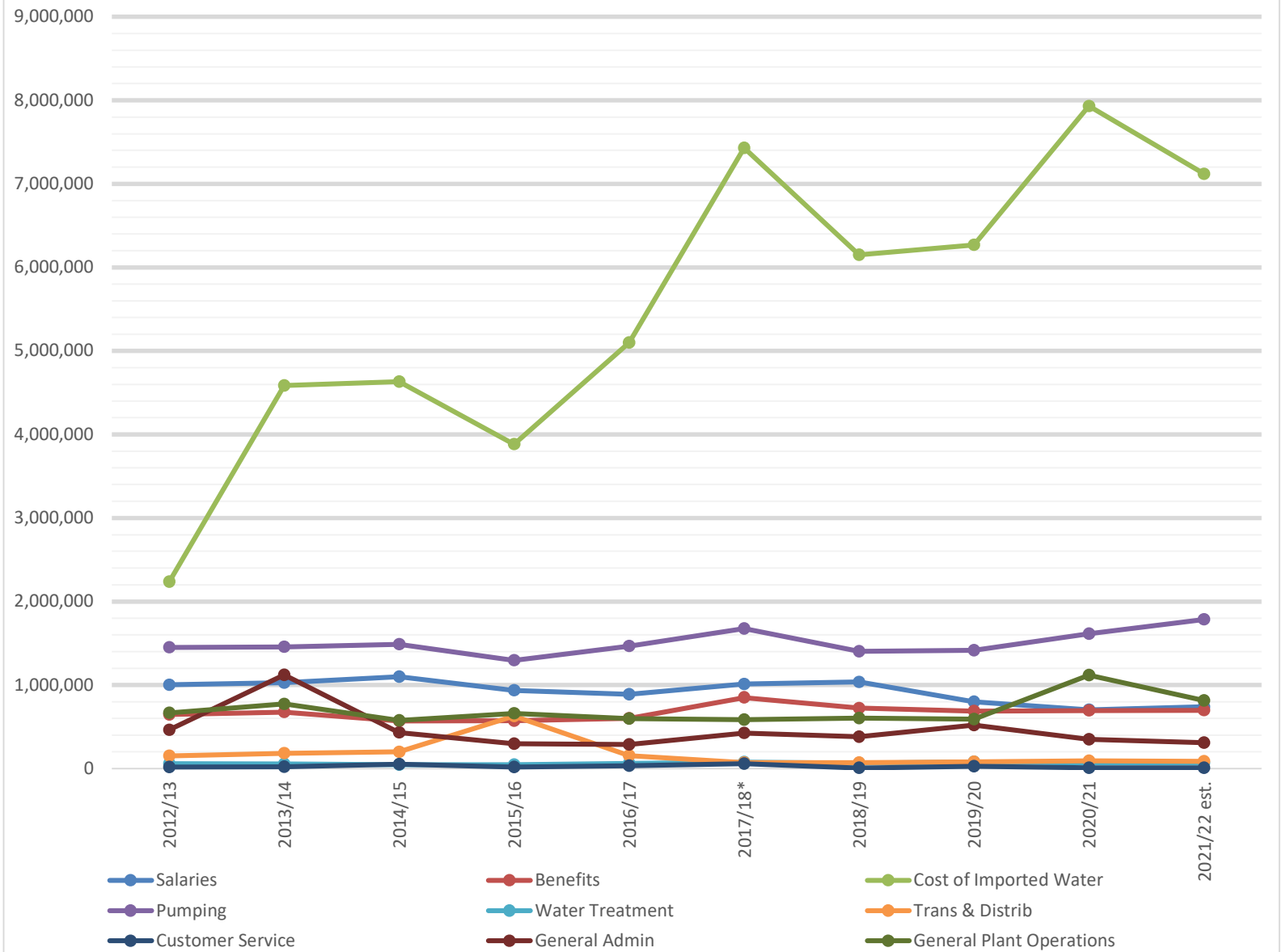


**BUDGET RECAP - EXPENSE BY MAJOR CATEGORY
2022-2023**

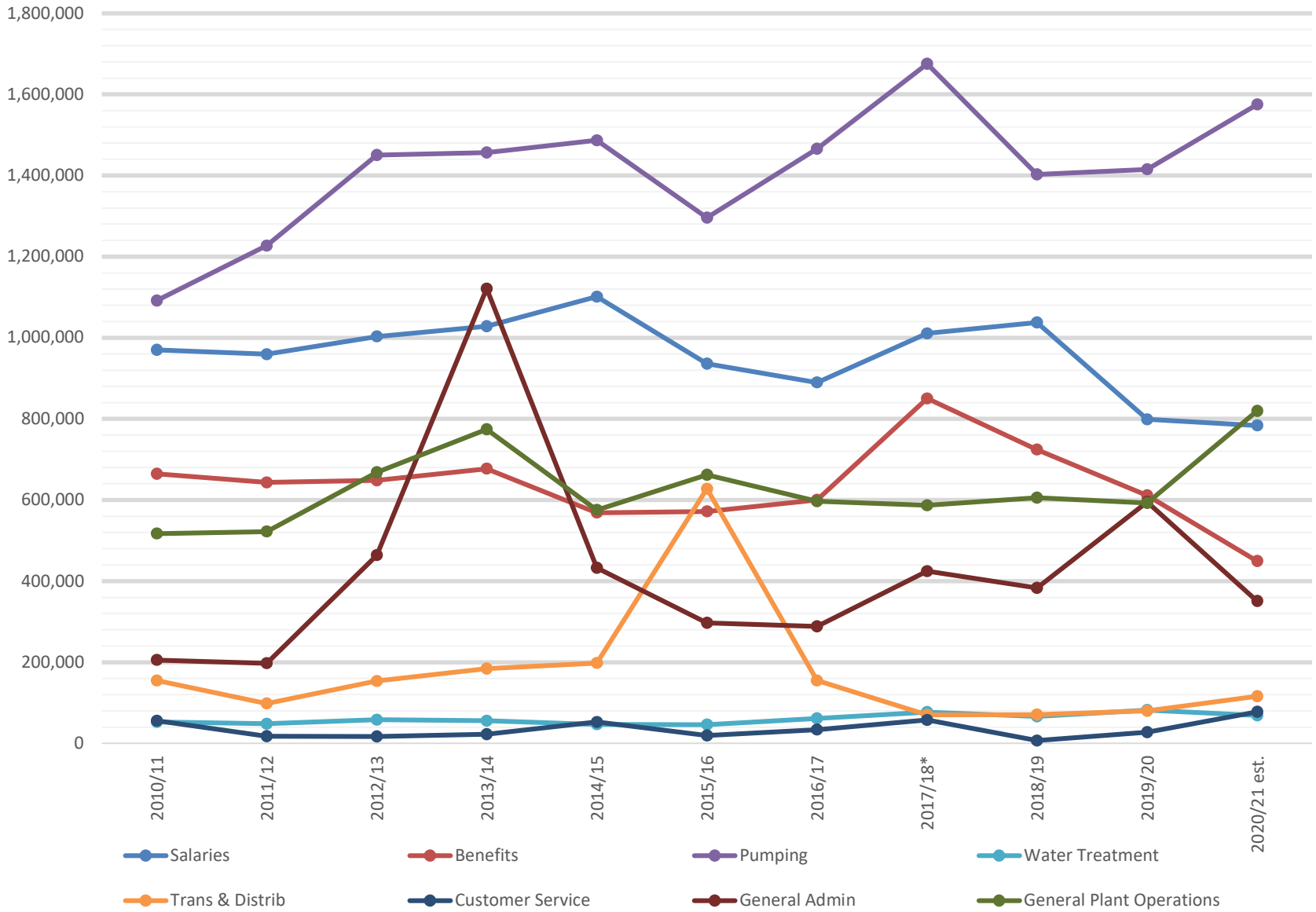
MAJOR BUDGET CATEGORIES - EXPENDITURES (\$12.4 million)



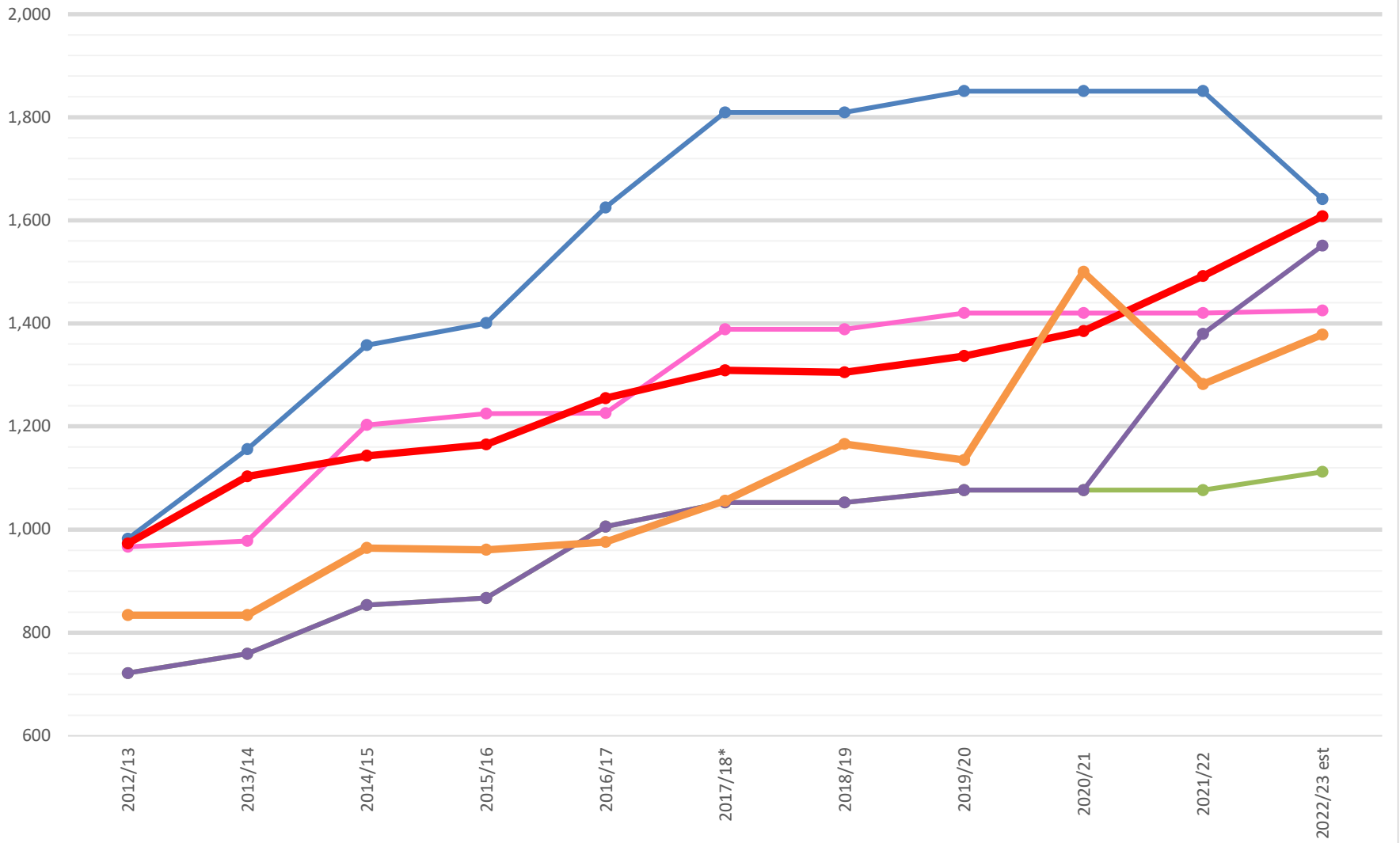
Historical Operating Costs



Historical Operating Costs - Excluding Cost of Imported Water



CWA Rate / Yuima Rate History Comparison



● Yuima Domestic/Non-PSAWR Rate
 ● Yuima Ag Rate
 ● IDA Ag Rate
 ● IDA Domestic/ Non-PSAWR
 ● CWA Domestic Rate
 ● CWA PSAWR Rate

CAPITAL FUND

2022/23 BUDGET

**YUIMA MUNICIPAL WATER DISTRICT
2022-23 Proposed Capital Projects Budget**

	Proposed 2022-23 Budget	Approved Project Est. Exp Carry Forward	Current Year Expenditures 6/30/2021	Prior Year Expenditures Forward	Percent Expended to Budget
McNally Tank 2 Interior and Exterior Recoating					
	\$ -	\$ 450,000	\$ -	\$ -	0%
Total General District Capital Projects - Proposed 2022-23	\$0	\$ 450,000	\$ -	\$ -	0%
Pump Station 4 Pump Cover					
	\$ -	\$ 20,000		\$ -	0%
Pump Station 4 Bypass Valve					
	\$ -	\$ 9,764		\$ -	0%
Dunlap CL2 Analyzer Building Replacement					
	\$ -	\$ 10,000		\$ -	0%
Total IDA Capital Projects - Proposed for 2020-21	\$ -	\$ 39,764	\$ -	\$ -	
Total Proposed General District & IDA Capital Projects 2018-19	\$ -	\$ 489,764	\$ -	\$ -	
	\$489,764		\$0		

**YUIMA MUNICIPAL WATER DISTRICT
CAPITAL RESERVE FUND BALANCE
Projected 2021/22 & Estimated 2022/23**

	COMBINED		GENERAL DISTRICT		IMPROVEMENT DIST. "A"	
	Estimated 2022/23	Estimate 6/30/2022	Estimated 2022/23	Estimate 6/30/2022	Estimated 2022/23	Estimate 6/30/2022
Capital Reserve Balance @ 07/01/2021	\$ 1,972,471.53	\$ 1,407,051.99	\$ 1,482,275.55	\$ 1,056,515.55	\$ 490,195.98	\$ 350,536.44
<u>ADDITIONS & TRANSFERS</u>						
(1) Met Standby Charge	-	107,694	-	80,059	-	27,635
Water Availability - District wide @ \$10/acre	92,936	92,936	64,882	64,882	28,054	28,054
50% of Investment Earnings	17,750	17,868	8,750	9,905	9,000	7,963
(2) Special Connection Fees & Meter Conn. Fees	-	-	-	-	-	-
Depreciation collected in operating budget	778,515	778,514	393,515	393,514	385,000	385,000
(3) Transfer Operations to Capital Budget	-	-	-	-	-	-
<u>EXPENDITURES</u>						
(4) Debt Service	(147,349)	(106,238)	(123,225)	(69,100)	(24,124)	(37,138)
WIP Capital Project Expenditures	(489,764)	(325,354)	(450,000)	(53,500)	(39,764)	(271,854)
APPROVED CAPITAL PROJECTS	-	-	-	-	-	-
CAPITAL RESERVE FUND BALANCE Projected @ 6/30/2021	\$ 2,224,559.53	\$ 1,972,471.53	\$ 1,376,197.55	\$ 1,482,275.55	\$ 848,361.98	\$ 490,195.98

The 2022/23 capital budget includes the following principles:

- (1) The Standby charge collected by Metropolitan on all parcels in our district, is credited to Yuima and added into capital to benefit all parcels in the District for system infrastructure.
- (2) Special Connection Fees & Meter Connection Fees are added to capital when collected.
- (3) No transfers from Operating
- (4) Annual debt service does not reflect IDA SDG&E On-Bill Financing Booster 4 \$78,753 and Station 1 \$120,393.46, zero interest, \$19,915/yr.

OPERATING FUND

2022/23 BUDGET

2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----		-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----			
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
OPERATING REVENUES *	6,931.3 ac. ft.	* 6,460.6 ac. ft.	* 6,711.1 ac. ft.	* 7,935.7 ac. ft.	4,779.3 ac. ft.	5,099.2 ac. ft.	5,702.9 ac. ft.	4,729.0 ac. ft.	5,026.8 ac. ft.	5,314.3 ac. ft.
Water Sales ¹	7,992,843 ⁽¹⁾	7,327,872	7,094,040	8,595,553	6,889,538	6,794,726	7,704,943	5,456,031	5,263,712	5,534,006
Water Services	16,672	5,200	(1,899)	81,461	16,672	(1,974)	81,461	-	75	-
Service Contracts	49,671	34,488	34,741	32,222	49,671	34,741	32,222	-	-	-
CWA/MET Fixed Costs	936,666	1,003,181	982,463	892,789	936,666	982,463	892,789	-	-	-
Meter Charges	797,129	796,414	784,425	784,650	325,800	325,750	324,948	471,329	458,675	459,702
Pump Zone Charges	1,507,495	1,429,250	1,603,910	1,716,082	479,095	525,846	598,658	1,028,400	1,078,064	1,117,424
Total Operating Revenues	11,300,477	10,596,405	10,497,680	12,102,757	8,697,443	8,661,551	9,635,023	6,955,760	6,800,526	7,111,132
OPERATING EXPENSES										
SOURCE OF SUPPLY:								* 2,577.0 ac.ft.	* 3,265.3 ac.ft.	* 3,081.5 ac.ft.
Purchased Water - SDCWA	6,455,780	5,262,162	6,124,180	6,849,214	6,455,778	6,124,180	6,849,214	4,352,726	4,964,397	4,643,396
Purchased Water - Local	-	16,400	1,135	180,424	-	1,135	180,424	-	-	-
CWA/MET Fixed Costs	936,666	1,003,181	995,346	902,400	936,666	995,346	902,400	-	-	-
Total	7,392,446	6,281,743	7,120,661	7,932,038	7,392,444	7,120,661	7,932,038	4,352,726	4,964,397	4,643,396
PUMPING:										
Salaries & Wages	28,954	25,392	22,223	21,352	1,111	751	49	27,843	21,471	21,303
Power	1,663,000	1,540,100	1,737,732	1,570,245	473,000	522,073	504,058	1,190,000	1,215,659	1,066,187
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WATER TREATMENT:										
Salaries & Wages	77,801	52,727	61,694	47,481	32,443	13,418	13,211	45,358	48,276	34,269
Supplies/Chlorine	40,100	35,000	43,122	43,866	2,500	3,905	2,789	37,600	39,217	41,077
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Total	142,901	124,127	130,283	116,516	42,443	24,728	26,488	100,458	105,555	90,028
TRANSMISSION & DISTRIBUTION:										
Salaries & Wages	228,303	228,402	224,457	174,339	105,234	94,194	103,253	123,069	130,263	71,086
Materials & Supplies	2,500	4,200	1,958	2,879	1,500	1,427	2,479	1,000	531	399
Telemetry	10,000	7,200	22,848	10,321	5,000	8,060	3,902	5,000	14,788	6,418
Engineering	-	-	443	4,688	-	148	1,563	-	296	3,125
Maintenance	166,905	161,747	59,363	74,370	63,449	43,040	30,549	103,456	16,176	43,821
Signal Channel	1,300	1,500	1,089	1,284	1,000	993	1,188	300	96	96
Total	409,008	403,049	310,159	267,878	176,183	147,863	142,935	232,825	162,149	124,945

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2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----			-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----		
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
CUSTOMER EXPENSE:										
Salaries & Wages	102,536	97,174	100,510	65,519	51,018	45,423	30,114	51,518	55,087	35,406
Meter Repair & Maintenance	2,000	10,000	9,225	8,433	500	83	4,507	1,500	9,142	3,926
Total	104,536	107,174	109,735	73,951	51,518	45,506	34,620	53,018	64,229	39,332
GENERAL & ADMINISTRATIVE:										
Salaries & Wages	449,971	453,198	285,766	324,605	187,638	118,128	145,345	262,333	167,638	179,259
Benefits	503,523	474,045	697,970	695,858	210,803	294,905	301,004	292,720	403,065	394,854
Professional Services-SGMA	8,000	7,000	8,079	15,084	3,336	3,340	6,816	4,664	4,739	8,268
Legal Fees	20,000	55,000	29,573	82,942	8,340	10,129	40,930	11,660	19,444	42,012
Accounting/Audit Fees	21,500	16,500	23,279	18,485	8,966	8,104	8,671	12,535	15,175	9,814
Insurance	70,342	66,103	75,417	70,994	29,333	33,418	30,492	41,009	41,999	40,502
Auto Expense	33,500	23,500	27,727	35,772	13,970	13,563	16,183	19,531	14,164	19,589
Telephone Expense	20,588	14,215	13,446	11,436	8,585	5,639	5,181	12,003	7,807	6,255
Uniform Expense	3,510	3,510	3,415	2,996	1,464	1,417	1,328	2,046	1,998	1,668
Office Expense	20,260	15,265	23,212	27,113	8,448	9,633	13,082	11,812	13,579	14,031
Postage Expense	4,000	2,000	4,550	3,079	1,668	1,866	1,418	2,332	2,685	1,661
Computer Expense	32,200	29,710	42,059	32,808	13,427	17,224	10,937	18,773	24,835	21,871
License/Permits/LAFCO/Fees	30,000	16,600	21,043	21,320	12,510	11,996	7,817	17,490	9,047	13,503
Utilities	5,500	4,200	5,468	10,043	2,294	2,285	4,714	3,207	3,183	5,330
Medical Exams/Physicals	-	-	380	99	-	158	39	-	223	60
Manager Expense	4,500	500	6,425	1,976	1,877	2,482	883	2,624	3,943	1,092
115% Debt Service Reserve	535,971	540,725	-	-	388,958	-	-	147,013	-	-
Education/Training Expense	2,500	-	5,764	877	1,043	1,996	384	1,458	3,768	493
Membership Fees	17,000	16,000	20,174	16,036	7,089	7,062	7,504	9,911	13,113	8,531
Total	1,782,865	1,738,071	1,293,749	1,371,523	909,747	543,345	602,728	873,118	750,404	768,794
GENERAL PLANT:										
Salaries & Wages	56,719	79,631	44,978	69,911	23,652	19,259	34,458	33,067	25,719	35,453
Maintenance	21,000	13,500	31,299	40,098	8,757	12,476	13,060	12,243	18,823	27,037
Safety Programs/Equip.	1,500	1,500	1,233	4,368	626	510	2,139	875	723	2,230
Small Tools	2,400	1,200	2,241	4,667	1,001	954	1,985	1,399	1,287	2,683
Supplies	1,000	1,000	1,018	1,942	417	423	823	583	595	1,118
Radio Maintenance	550	550	532	463	229	151	207	321	382	256
Property Tax & Obsolete Inventory	850	850	355	414,082	500	355	132,625	350	-	281,457
Depreciation	778,514	778,514	778,514	652,405	393,514	393,514	279,810	385,000	385,000	372,596
Total	862,533	876,745	860,170	1,187,936	428,696	427,642	465,107	433,838	432,528	722,829
TOTAL OPERATING EXPENSE	12,432,241	11,174,401	11,632,716	12,585,144	9,480,141	8,837,689	9,711,004	7,304,825	7,759,276	7,517,540
OPERATING MARGIN	(1,131,764)	(577,996)	(1,135,037)	(482,387)	(782,698)	(176,138)	(75,981)	(349,065)	(958,750)	(406,408)

2022/23 PROPOSED BUDGET
2021/22 9 MONTH ACTUAL + 3 MONTH PROJECTED TO 6/30/2022
2020/21 ACTUAL YEAR END TOTALS

	PROPOSED BUDGET 2022/2023	-----COMBINED-----			-----GENERAL DISTRICT-----			-----IMPROVEMENT DISTRICT A-----		
		2021/22 BUDGET	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21	PROPOSED BUDGET 2022/2023	2021/22 PROJECTED TO 06/30/22	2020/21 ACTUAL 06/30/21
OPERATING MARGIN - from page 2	(1,131,764)	(577,996)	(1,135,037)	(482,387)	(782,698)	(176,138)	(75,981)	(349,065)	(958,750)	(406,408)

NON-OPERATING REVENUES

Tax Revenue - General	507,212	384,832	512,893	494,136	428,949	431,830	419,135	78,263	81,063	75,001
Water Availability	92,936	68,935	95,782	98,071	64,882	67,223	67,041	28,054	28,559	31,030
MET Stand-by credit	-	107,731	107,695	103,172	-	80,059	75,316	-	27,635	27,856
MET Ready-to-Serve charge	-	-	-	-	-	-	-	-	-	-
Connection Fees/Debt Service Interest	(147,349)	(150,406)	(106,239)	(160,641)	(123,225)	(69,100)	(131,779)	(24,124)	(37,138)	(28,863)
SDCWA-Infrastructure Access Charge Collected	29,402	31,140	30,883	28,482	29,402	30,883	28,482	-	-	-
Misc. Income & Lease Fees	125,401	117,942	212,466	273,243	-	88,978	150,793	125,401	123,488	122,450
Interest on Investments & Deliq. Accts.	31,500	48,500	(33,714)	50,295	17,500	(76,186)	18,584	14,000	4,970	31,711
County Contribution to Fire Protection	-	-	-	6,421	-	-	6,421	-	-	-
	-	-	-	-	-	-	-	-	-	-

NON-OPERATING EXPENSES

Water Availability to Capital Reserve	(92,936) ⁽²⁾	(68,935)	(95,782)	(98,071)	(64,882)	(67,223)	(67,041)	(28,054)	(28,559)	(31,030)
MET Stand-by charge to Capital	-	(107,730)	(107,695)	(103,172)	-	(80,059)	(75,316)	-	(27,635)	(27,856)
MET Ready-to-serve to Capital	-	-	-	-	-	-	-	-	-	-
Conn. Fees/Debt Int Exp. to Capital	147,349 ⁽³⁾	150,406	100,056	160,641	123,225	69,100	131,779	24,124	30,956	28,863
SDCWA-Infrastructure Access Charge	(39,547) ⁽⁴⁾	(41,286)	(40,338)	(37,655)	(29,402)	(30,875)	(28,836)	(10,146)	(9,464)	(8,819)
50% Invest Rev. to Capital Reserve	(13,250) ⁽⁵⁾	(32,250)	(13,886)	(22,981)	(8,750)	(9,905)	(14,417)	(4,500)	(3,981)	(8,564)
Transfer Fire Protection Funds to Fire	-	-	653	(5,036)	-	-	(6,421)	-	653	1,385
Trans. to Capital Reserves	- ⁽⁶⁾	(130,506)	-	(222,016)	-	-	-	-	-	(222,016)
Transfer from Rate Stabilization Fund	491,047	199,620	708,671	-	345,000	-	-	146,047	708,671	-
Total Non-Operating Revenues	1,131,764	577,993	1,371,446	564,889	782,698	434,726	573,741	349,065	899,218	(8,852)

NET MARGIN	0	1	236,409	82,502	0	258,588	497,760	0	(59,532)	(415,259)
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RECAP	TOTAL INCOME	12,432,241	11,174,398	11,869,126	12,667,646	9,480,141	9,096,277	10,208,764	7,304,825	7,699,744	7,102,280
	TOTAL EXPENSE	12,432,241	11,174,398	11,632,715	12,585,144	9,480,141	8,837,689	9,711,004	7,304,825	7,759,276	7,517,540
	NET MARGIN	0	0	236,410	82,502	0	258,588	497,760	0	(59,532)	(415,259)

TRANSFERS TO CAPITAL RESERVE

² Water Availability district wide to capital reserve

³ Connection fees transferred to capital. Debt service interest transferred to capital

⁴ SDCWA Infrastructure Access Charge \$4.24 EDU - direct pass through 7/1/21.

⁵ 50% of investment earnings to capital reserve

⁶ Transfer to Capital Fund for CIP Projects

CAPITAL FUND

2022/23 BUDGET

**YUIMA MUNICIPAL WATER DISTRICT
2022-23 Proposed Capital Projects Budget**

	Proposed 2022-23 Budget	Approved Project Est. Exp Carry Forward	Current Year Expenditures 6/30/2021	Prior Year Expenditures Forward	Percent Expended to Budget
McNally Tank 2 Interior and Exterior Recoating					
	\$ -	\$ 450,000	\$ -	\$ -	0%
Total General District Capital Projects - Proposed 2022-23	\$0	\$ 450,000	\$ -	\$ -	0%
Pump Station 4 Pump Cover					
	\$ -	\$ 20,000		\$ -	0%
Pump Station 4 Bypass Valve					
	\$ -	\$ 9,764		\$ -	0%
Dunlap CL2 Analyzer Building Replacement					
	\$ -	\$ 10,000		\$ -	0%
Total IDA Capital Projects - Proposed for 2020-21	\$ -	\$ 39,764	\$ -	\$ -	
Total Proposed General District & IDA Capital Projects 2018-19	\$ -	\$ 489,764	\$ -	\$ -	
	\$489,764		\$0		

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
ESTABLISHING THE APPROPRIATION LIMIT
FOR FISCAL YEAR 2022-23 PURSUANT TO
ARTICLE XIII B OF CALIFORNIA CONSTITUTION**

WHEREAS, effective July 1, 1980, Article XIII B of the California Constitution took effect limiting the appropriations of certain state and local agencies; and

WHEREAS, effective July 1, 1990, Article XIII B of the California Constitution was amended; and

WHEREAS, the Legislature has adopted Government Code Sections 7900 through 7914 setting forth procedures to be followed by affected local agencies in fixing and determining their appropriation limit; and

WHEREAS, pursuant to said Government Code sections, the County of San Diego and the State of California Department of Finance have supplied the District with data regarding changes in population, cost of living, per capita income, nonresidential new construction, and local assessment roll for use in determining its appropriation limit; and:

WHEREAS, the District had a tax rate in excess of 12.5 cents per \$100 of assessed valuation during the 1977-78 fiscal year and, therefore, is subject to the provisions of Article XIII B and implementing legislation; and

WHEREAS, Government Code Section 7910 requires that each year the governing body of the District, by resolution, establish its appropriation limit for the following fiscal year; and

WHEREAS, Government Code Section 7901 requires the governing body of the District, annually by resolution, to select the basis for its change in population as defined in that section; and

WHEREAS, Section 8(e)(2) of Article XIII B of the Constitution requires the Board to select the method of determining “change in the cost of living” as defined in that section; and

WHEREAS, at least 15 days prior to the meeting at which this resolution was adopted, the documentation used in the determination of the appropriation limit was made available to the public at the offices of the District; and

WHEREAS, the Board has fully considered said laws, the revenues and expenditures of the District during the relevant years, the data received from the State of California Department of Finance, and the reports and recommendations of staff;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of Yuima Municipal Water District as follows:

1. That the foregoing facts are true and correct.
2. That the appropriation limit for the 2022-23 fiscal year is \$2,166,162 and that the proceeds of taxes received in that year, in the amount of approximately \$507,212, will not exceed that appropriation limit.
3. That in determining the appropriation limit for 2022-23, the District shall use the percentage change in the California per capita personal income from the preceding year.
4. That in determining the appropriation limit for 2022-23, the District shall use the percentage change in population for the San Diego County or for the Unincorporated Portion of San Diego County, whichever is greater, as provided by the State of California Department of Finance.
5. That pursuant to Article XIII B, as amended, and Section 7910 of the Government Code, as amended, the appropriation limit for Yuima Municipal Water District for the 2022-23 fiscal year is established at \$2,166.162.

PASSED AND ADOPTED at a regular adjourned meeting of the Board of Directors of Yuima Municipal District held June 27, 2022 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Roland Simpson, President
Yuima Municipal Water District

ATTEST:

Don Broomell, Secretary/Treasurer
Yuima Municipal Water District

PUBLIC NOTICE

In accordance with Government Code Section 7910, notice is hereby given that on June 27, 2022 at 2:00 o'clock p.m. (or sometime thereafter), at 34928 Valley Center Road, Pauma Valley, California, the Board of Directors of Yuima Municipal Water District will, by resolution, establish the District's 2022-23 appropriation limit pursuant to Article XIII B of the State Constitution as amended by Proposition 111 effective July 1, 1990. The appropriation limit for 2022-23 is to be set at \$2,166,162 and was computed as set forth below. Documentation of the computation is available in the office of the District at the above address.

Fiscal Year	Per Capita Income Increases (1)	Population Increases	Appropriation Limit
1989-90	4.98%	3.85%	\$ 456,463
1990-91	4.21%	3.65%	\$ 493,042
1991-92	4.14%	3.06%	\$ 529,166
1992-93	-0.64%	2.34%	\$ 538,083
1993-94	2.72%	2.23%	\$ 565,044
1994-95	0.71%	1.42%	\$ 577,136
1995-96	4.72%	1.33%	\$ 612,415
1996-97	4.67%	1.19%	\$ 648,643
1997-98	4.67%	1.46%	\$ 688,847
1998-99	4.15%	2.63%	\$ 736,303
1999-00	4.53%	1.65%	\$ 782,357
2000-01	4.91%	2.33%	\$ 839,895
2001-02	7.82%	1.77%	\$ 921,603
2002-03	-1.27%	1.83%	\$ 926,549
2003-04	2.31%	1.69%	\$ 963,972
2004-05	3.28%	1.52%	\$ 1,010,723
2005-06	5.26%	1.50%	\$ 1,079,845
2006-07	3.96%	0.94%	\$ 1,133,159
2007-08	4.42%	1.22%	\$ 1,197,680
2008-09	4.29%	1.43%	\$ 1,266,922
2009-10	0.62%	1.32%	\$ 1,291,604
2010-11	-2.54%	1.52%	\$ 1,277,931
2011-12	2.51%	0.72%	\$ 1,319,439
2012-13	3.77%	0.92%	\$ 1,381,778
2013-14	5.12%	0.80%	\$ 1,464,145
2014-15	-0.23%	1.23%	\$ 1,478,745
2015-16	3.82%	1.48%	\$ 1,557,955
2016-17	5.37%	0.46%	\$ 1,649,168
2017-18	3.69%	0.64%	\$ 1,720,967
2018-19	3.67%	0.53%	\$ 1,793,582
2019-20	3.85%	0.14%	\$ 1,865,243
2020-21	3.73%	0.59%	\$ 1,946,232
2021-22	5.73%	-0.54%	\$ 2,046,639
2022-23	7.55%	-1.59%	\$ 2,166,162

Amy Reeh, General Manager
Yuima Municipal Water District

- (1) A California governmental unit may increase its appropriation limit by either the annual percentage increase in California fourth quarter per capita personal income, or the percentage increase in the local assessment roll from the preceding year due to the addition of local non-residential construction, whichever greater.

Posted June 3, 2022

Summary:

In November, 1979, the voters of California approved the addition of Article X111B to the State Constitution. This amendment provided a maximum annual percentage that proceeds of taxes could increase. We have to comply with the legislation by annually establishing an appropriation limit for the amount we receive from property taxes and the earnings we receive on the investment of tax revenues. If the actual proceeds ever exceed this limit, refund of the excess would have to be made. Refunds of taxes collected have not had to be made in the past, and refunds in the future are doubtful as the percentage increase against the base year is increasing greater than our share of the 1% property tax.

Under Proposition 111, the method of calculating the annual appropriation limit was revised, effective July 1, 1990. The California Constitution specifies that the appropriation limit may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or the change in local assessment role due to local nonresidential construction. The appropriation limit method recommended for adoption uses the highest of the options available to maximize our limit for 2022-23 which is set at \$2,166,162.

Government Code Section 7910 also requires a 15-day period for our calculations to be available to the public for their review, if desired. The Public Notice was posted June 3, 2022 in compliance with this requirement.

Yuima Municipal Water District
Appropriations Limit Annual Calculation
6/2/2022

Factors:

Per Capita Cost of Living Change = 7.55%

Population Change = -1.59%

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{(1.59) + 100}{100} = 0.9841$

Calculation of factor for the fiscal year: $1.0755 \times 0.9841 = 1.0584$

Current Year Appropriations Limit: 2,046,639 x 1.0584 = 2,166,162
(Prior Year Limit x Current Year Factor)

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF YUIMA MUNICIPAL WATER DISTRICT
APPROVING AGREEMENT FOR WATER SERVICE
AND MANAGEMENT CONTRACT FOR THE
LAZY H MUTUAL WATER COMPANY
AND RESCINDING RESOLUTION NO. 1889-21**

RESOLVED, that the Agreement for Water Service and Management Contract dated July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT and LAZY H MUTUAL WATER COMPANY, a copy of which is attached hereto, is hereby approved and the President, or Vice-President, of the District is hereby authorized and directed to execute said Agreement for and on behalf of this District.

PASSED AND ADOPTED at the regular adjourned meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT this 27th day of June, 2022 by the following roll-call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Roland Simpson, President
Yuima Municipal Water District

ATTEST:

Don Broomell, Secretary/Treasurer
Yuima Municipal Water District

**AGREEMENT FOR WATER SERVICE AND MANAGEMENT CONTRACT
LAZY H MUTUAL WATER COMPANY**

THIS AGREEMENT is made July 1, 2022 between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and LAZY H MUTUAL WATER COMPANY, a California corporation ("COMPANY"), in view of the following facts:

(a) YUIMA is a member agency of San Diego County Water Authority and its territory is included within the Metropolitan Water District of Southern California. As such member agency, YUIMA is entitled to purchase water from Water Authority and has constructed a pipeline and other works for the transmission of water from the aqueduct of the Water Authority into the district, together with facilities for the transmission and delivery of water into the distribution system of COMPANY.

(b) COMPANY is a cooperative mutual corporation formed for the purpose of delivering water to its shareholders. It holds water rights in the stream system of the San Luis Rey River and the ground water basin underlying the area served by it and has constructed pipelines, drilled and operates wells for the purpose of supplying local water to the shareholders.

(c) The purpose of this Agreement is to constitute and designate YUIMA as COMPANY's agent for the operation of COMPANY's pipelines and facilities for the maximum development of local water and the delivery of such local water to COMPANY's shareholders along with YUIMA's water which may be purchased by COMPANY to augment its local supply.

IT IS, THEREFORE, AGREED:

1. Commencing July 1, 2022, YUIMA agrees to operate and maintain COMPANY's existing water supply and distribution system, including wells, pumps, tanks, pipelines and appurtenances for the purpose of delivering such local water as may be developed through the exercise of COMPANY's rights, together with such quantities of YUIMA's water as COMPANY may purchase, to and for the benefit of COMPANY's shareholders in accordance with the provisions of COMPANY's Articles, By-Laws and Rules and Regulations.

2. COMPANY grants to YUIMA the exclusive use of all of COMPANY's properties, easements and other rights necessary or convenient for YUIMA's use in carrying out YUIMA's duties under this Agreement, together with the right to use COMPANY's system and appurtenances for the purpose of transporting and delivering to the COMPANY's shareholders YUIMA's water purchased by COMPANY.

3. YUIMA, as COMPANY's agent in the operation of COMPANY's water supply and distribution system, shall do and perform each of the following:

(a) Generally, manage and operate COMPANY's system, and in the delivery of water, provide for the scheduling of deliveries as between COMPANY's shareholders in

conformity with the directions of COMPANY's Board of Directors when such scheduling is necessary.

(b) Take such steps in delivering COMPANY's local water to its shareholders as are reasonably required in order to conform to any allocation of such local water as may, from time to time, be made by COMPANY's Board of Directors.

(c) Generally, maintain in good operating condition at COMPANY's expense its water supply and distribution system. YUIMA's duty to repair shall not include major repairs requiring outside commercial shop work, replacement of pipelines or the supply of materials for such major repairs. YUIMA will promptly advise COMPANY when, in its opinion, such major repairs may be required and such recommended major repairs, shop work, replacement of pipelines, improvement, expansion, observation or testing of COMPANY system or components may thereafter be performed by COMPANY's agent or contractor provided, however, that such work shall not interfere with YUIMA's activities under this contract.

(d) YUIMA shall make monthly or quarterly billings for water used at the rates from time to time established by COMPANY as directed by COMPANY; collect in COMPANY's name such water bills; and, deposit all such collections to COMPANY's name in the bank account or accounts regularly maintained by COMPANY.

(e) YUIMA shall prepare for COMPANY, monthly, a list of all accounts payable and all charges incurred in the operation and maintenance of COMPANY's system. Such charges shall be for the account of COMPANY, and shall be paid by it.

(f) Cash receipts and cash disbursements shall be posted to the general ledger of COMPANY by YUIMA.

(g) In addition to collection of periodic water bills, YUIMA shall bill and collect on behalf of COMPANY such amounts as are, from time to time, assessed against COMPANY shareholders. YUIMA shall not be obligated however, to pursue on behalf of COMPANY any remedies which COMPANY may have for the collection of delinquent water bills, assessments, or other amounts as may be due COMPANY from its shareholders or others.

(h) YUIMA consents that its manager or other agent in supervisory charge of its obligation under this contract may, if desired by COMPANY, serve as COMPANY's assistant secretary and treasurer and perform all of the usual duties of such office.

4. YUIMA, in its activities as agent for COMPANY under this Agreement, shall furnish and provide the necessary office facilities including a meeting place for COMPANY's board of directors, including telephone, business machines, supplies, postage and shall furnish such tools, trucks and cars and personnel as might be reasonably required. COMPANY agrees to pay YUIMA for its services **for the period covering July 1, 2022 to June 30, 2023** the sum of **Two Thousand Nine Hundred Seventy-five dollars and Four cents (\$2975.04)**, per month in advance.

Such payment is designed to cover YUIMA's costs in connection with administration (including retirement and fringe benefits), necessary trucks and other cars and

office facilities. Such sum shall not include parts and supplies other than miscellaneous office supplies.

Labor time, including that for welding and equipment operators, for maintenance of COMPANY's facilities shall be charged to COMPANY by YUIMA at the rate of \$76.06 per man hour for maintenance performed during YUIMA's normal working hours and at the rate of \$103.64 per man hour for all maintenance performed outside of YUIMA's normal working hours. Backhoe equipment time and welding equipment time shall be billed COMPANY by YUIMA at the rate of \$69 per hour for backhoe, \$99 per hour for utility truck/crane/welder, \$20 per hour for certified test meter, \$20 per hour for liquid chlorine trailer, \$10 per hour for tapper, pipeline locator, and \$10 per hour for all others. Recordkeeping/Secretarial services over contract hours will be billed at \$53.47 per hour during YUIMA's normal hours and \$80.20 per hour for Holiday and Overtime hours. Materials and supplies, including sales tax, freight and delivery charges; tools and equipment used in the work at prevailing rental rates for similar tools and equipment; the actual invoice costs to District of services performed by others; plus fifteen percent (15%) of the sum of all the above amounts for District's overhead and general administrative expense.

If the amounts provided for in this section are, in the opinion of YUIMA, insufficient or, in the opinion of COMPANY, excessive, either party may, on thirty days-notice to the other, propose adjustments to YUIMA's compensation. In no event shall the amount paid YUIMA under this paragraph be so reduced that YUIMA's duties hereunder result in a burden on YUIMA's general funds which is not reimbursed by COMPANY.

5. COMPANY shall furnish YUIMA upon the execution of this Agreement a schedule setting forth the rates established by COMPANY's Board of Directors for the delivery of water to its shareholders. COMPANY shall furnish YUIMA revised schedules at least fifteen (15) days in advance of the effective date of any change or modification in such rates.

COMPANY shall furnish YUIMA the per share amount of each assessment levied by its Board of Directors, together with the name and address of each shareholder and the number of shares held by each COMPANY's stock as are issued and outstanding on the effective date of each assessment.

6. All water furnished COMPANY by YUIMA from sources of supply available to YUIMA shall be considered as water purchased by COMPANY in accordance with YUIMA's rates, rules and regulations relating to similar wholesale deliveries as may from time to time be applicable.

7. YUIMA shall make periodic reports at the request of COMPANY but not more frequently than quarterly. The amount of YUIMA's collection made on behalf of COMPANY shall be deposited directly to COMPANY's account.

8. YUIMA agrees that COMPANY may inspect COMPANY's water production and distribution facilities, books, records and accounts during normal working hours provided that such examination or inspection shall in no way interfere with YUIMA's operations under this contract.

9. YUIMA, in its operation of COMPANY's system, shall establish new service and connections to COMPANY's system only upon an express direction and authority from COMPANY's Board of Directors. COMPANY will pay YUIMA for the costs (both direct and indirect) incurred in making new service connections.

10. This Agreement shall supersede and cancel all oral agreements between the parties under which YUIMA acted as COMPANY's agent.

11. This Agreement may be terminated by either party upon giving at least three (3) months written notice of such termination to the other.

12. COMPANY agrees that a number of factors make the following indemnity and liability limitations reasonable, necessary, valid, enforceable and not contrary to public policy. These factors include, but are not limited to the following:

- (a) The nature and extent of the services.
- (b) The services are not suitable for public regulation.
- (c) The services are not of great public importance.
- (d) The services could be performed by employees of COMPANY or by persons engaged in the business of providing such services for profit.
- (e) YUIMA is performing the services at its costs as an accommodation to COMPANY and is not seeking to perform the services.
- (f) COMPANY and YUIMA are equal in bargaining strength and COMPANY is free to obtain the services elsewhere.
- (g) COMPANY is able to obtain insurance with respect to its property and its indemnity.
- (h) The amount of compensation to be paid.
- (i) The control retained by COMPANY.
- (j) The condition of COMPANY's property.
- (k) YUIMA is a public agency with limited personnel and financial resources.
- (l) The potential liability to YUIMA without the limitations and liability could impede the public purposes for which YUIMA exists and adversely affect its taxpayers and other water users.

To the fullest extent permitted by law, YUIMA, its directors, officers, employees, agents and volunteers shall not be held liable for any claims, liabilities or damages to any property of any person including that of COMPANY, nor for personal injury to or death

to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of YUIMA or its directors officers, employees, agents or volunteers arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. COMPANY agrees to indemnify and hold free and harmless YUIMA and its directors, officers, employees, agents and volunteers against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted solely and exclusively by the fault or negligence of a party indemnified.

COMPANY shall maintain comprehensive or commercial general liability insurance in amounts not less than \$2,000,000 per occurrence with insurance companies acceptable to the district. All such policies shall name YUIMA, its directors, officers, employees, agents and volunteers as additional insured under the policy and provide District with certificate of insurance and endorsements. Said policies shall have a clause requiring that 30 days' written notice be given to YUIMA prior to any material change or cancellation of said policies.

COMPANY agrees that the provisions of California Civil Code Section 1668 do not apply to this Agreement. Civil Code Section 1668 provides:

"All contracts which have for their object, directly or indirectly, to exempt anyone from the responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law."

All acts of YUIMA under this Agreement will be performed with the express understanding that YUIMA makes no warranties, expressed or implied, with respect thereto.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

LAZY H MUTUAL WATER COMPANY

YUIMA MUNICIPAL WATER DISTRICT

By _____
Greg West, President

By _____
Roland Simpson, President

**LAZY H MUTUAL WATER COMPANY
WATER SERVICE AND MANAGEMENT CONTRACT BREAKDOWN
2022-23**

	2021-22	2022-23 Estimated
WATER & ASSESSMENT BILLING CHARGES		
Water Bills - 40 Monthly @ \$1.38 each x 12	\$ 660.00	\$ 660.00
Assessments Bills - 0 Bills @ \$1.25 each x 12	-	-
New Owner/Tenant billing for month of transfer @ \$1.25 x 12	15.00	15.00
Postage (40 bills / month X \$0.53 per bill)	222.20	254.40
TOTAL Billing Charges	<u>\$ 897.20</u>	<u>\$ 929.40</u>
 LABOR		
Administrative matters, water billing, bank deposits, notices, computer time, correspondence, bank reconciliation, posting journals & general ledger, preparation of cash statement, and budget report, pay invoices, telephone, preparation time for board meetings, operations report. Attend Board Meetings. Type minutes & agenda. Water sample schedules.		
259.5 hours per year @ \$53.47 per hour	13,720.75	13,875.47
Average hourly rate includes 3 staff		
 PHOTO COPIES/POSTAGE		
1,396 copies per year @ .15 each	209.40	209.40
 OFFICE FACILITIES:		
Storage & scan of company records, use of board room, telephone, Financial and Misc Software, business machines, equipment use, misc. office supplies, and 24 hour call service.	708.81	708.81
 FIELD LABOR:		
Duty run & system check 20 hrs/mo. (.65 hours/day) @ \$76.06/hr. including well sounding, CL2 Residuals & 1 daily water run	17,229.60	18,254.40
Monthly Meter Reading - \$71.79 * 24 (2 hrs per month)	1,722.96	1,722.96
 TOTAL ANNUAL COST	<u>\$ 34,488.72</u>	<u>\$ 35,700.44</u>
 TOTAL MONTHLY COST	<u>\$ 2,874.06</u>	<u>\$ 2,975.04</u>

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF YUIMA MUNICIPAL WATER DISTRICT
AUTHORIZING AGREEMENT FOR EMERGENCY AND
SUPPORT SERVICES FOR THE
RANCHO ESTATES MUTUAL WATER COMPANY
AND RESCINDING RESOLUTION NO. 1890-21**

WHEREAS, the Rancho Estates Mutual Water Company has requested emergency and support services for their mutual water company; and

WHEREAS, by prior resolution this district has entered into an agreement to provide emergency support services for their mutual water company; and

WHEREAS, the Rancho Estates Mutual Water Company is a cooperative mutual corporation formed for the purpose of delivering water to its shareholders. The Rancho Estates Mutual Water Company's service areas is within the boundaries of YUIMA and its territory is included within the San Diego County Water Authority and the Metropolitan Water District of Southern California; and

WHEREAS, Yuima agrees, in the event of an emergency or other rare and unusual adverse event or circumstance outside the scope of normal operations, to the extent that Yuima's resources are available in the sole discretion of Yuima's General Manager, to provide assistance to the Rancho Estates Mutual Water Company; and

WHEREAS, it is agreed that nothing in the Agreement shall obligate YUIMA to provide any of the services or materials.

THEREFORE, BE IT RESOLVED, that the Agreement for Emergency and Support Services dated July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT and RANCHO ESTATES MUTUAL WATER COMPANY, a copy of which is attached hereto, is hereby approved and the President of the District, is hereby authorized and directed to execute said Agreement for and on behalf of this District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT this 27th day of June 2022 by the following roll-call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Roland Simpson, President
Yuima Municipal Water District

Don Broomell, Secretary/Treasurer
Yuima Municipal Water District

**MAINTENANCE SUPPORT SERVICES AGREEMENT
RANCHO ESTATES MUTUAL WATER COMPANY**

THIS AGREEMENT is made July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and RANCHO ESTATES MUTUAL WATER COMPANY, a California corporation ("RANCHO ESTATES"), in view of the following facts:

1. YUIMA is a municipal water district organized under the laws of the State of California. YUIMA is a member agency of San Diego County Water Authority, and its territory is included within the Metropolitan Water District of Southern California. As such member agency, YUIMA is entitled to purchase water from Water Authority and has constructed a pipeline and other works for the transmission of water from the aqueduct of the Water Authority into the district, together with facilities for the transmission and delivery of water into the distribution system of RANCHO ESTATES.

2. RANCHO ESTATES is a cooperative mutual corporation formed for the purpose of delivering water to its shareholders. It holds water rights in the stream system of the San Luis Rey River and the ground water basin underlying the area served by it and has constructed pipelines, drilled and operates wells for the purpose of supplying local water to the shareholders.

3. With adjacent service areas, YUIMA and RANCHO ESTATES share a common interest in maintaining reliable water distribution systems and adequate supplies of potable water for the benefit of their respective Pauma Valley customers.

4. Both parties recognize the likelihood that emergencies and/or non-routine operating circumstances will arise periodically in the future with the potential to interrupt or otherwise adversely affect the ability of RANCHO ESTATES to maintain adequate, reliable supplies of potable water.

5. The purpose of this Agreement is to provide a contractual framework under which YUIMA agrees, under certain circumstances, to provide occasional operational assistance to RANCHO ESTATES.

IT IS, THEREFORE, AGREED:

1. Commencing July 1, 2022, YUIMA agrees, at the request of RANCHO ESTATES to provide such technical expertise, labor, equipment and/or materials as may be required to assist RANCHO ESTATES and its staff in responding effectively to such events or circumstances for the benefit of RANCHO ESTATES shareholders in accordance with the provisions of RANCHO ESTATES Articles, By-Laws and Rules and Regulations.
2. RANCHO ESTATES hereby agrees that as priority allows, support services work and said work shall be completed as Operational Staff time and responsibilities to YUIMA operations permits. Additionally, Yuima reserves the right to cancel any schedule support service work in the event of an operational emergency within YUIMA's operating system. If YUIMA is unable to perform requested

services in a reasonable timeframe, YUIMA will notify RANCHO ESTATES to determine if RANCHO ESTATES would like YUIMA to arrange for an outside contractor to perform the work. YUIMA Support services work is limited to the following:

- a. Assist RANCHO ESTATES staff with meter replacement and installations.
 - b. Assist RANCHO ESTATES staff with mainline and service lateral repair
 - c. Consultative support of new appurtenance installation (completed by other contractors).
 - d. Assist RANCHO ESTATES staff with line locating and markouts.
 - e. Conduct field training sessions as necessary to in service RANCHO ESTATES staff on various operational procedures. This would include Tailgate Safety sessions on a weekly basis as required by OSHA.
 - f. Other assistive services as mutually agreed upon.
3. Labor time, including that for welding and equipment operators, for maintenance or repair RANCHO ESTATES facilities shall be charged to RANCHO ESTATES by YUIMA at the rate of \$76.06 per labor hour for all emergency services performed during YUIMA's normal of YUIMA's normal working hours and at the rate of \$103.64 per labor hour for all emergency services performed outside of YUIMA's normal working hours. Backhoe equipment time and welding equipment time shall be billed to RANCHO ESTATES by YUIMA at the current Board approved rates at the time of service. Materials and supplies, including sales tax, freight and delivery charges; tools and equipment used in the work at prevailing rental rates for similar tools and equipment; the actual invoice costs to District of services performed by others; plus fifteen percent (15%) of the sum of all the above amounts for District's overhead and general administrative expense.
 4. RANCHO ESTATES must contact Mark Quinn to request all services and YUIMA Operations Staff shall not perform any services without approval of YUIMA management and an approved service order.
 5. If the amounts provided for in this section are, in the opinion of YUIMA, insufficient or, in the opinion of RANCHO ESTATES, excessive, either party may, on thirty-day notice to the other, propose adjustments to YUIMA's compensation. In no event shall the amount paid YUIMA under this paragraph be so reduced that YUIMA's duties hereunder result in a burden on YUIMA's general funds which is not reimbursed by RANCHO ESTATES.
 6. This Agreement may be terminated by either party upon giving at least one (1) months' written notice of such termination to the other.
 7. RANCHO ESTATES agrees that a number of factors make the following indemnity and liability limitations reasonable, necessary, valid, enforceable and

not contrary to public policy. These factors include, but are not limited to the following:

- (a) The nature and extent of the services
- (b) The services are not suitable for public regulation.
- (c) The services are not of great public importance
- (d) The services could be performed by employees of RANCHO ESTATES or by persons engaged in the business of providing such services for profit.
- (e) YUIMA is performing the services as an accommodation to RANCHO ESTATES and is not seeking to perform the services.
- (f) RANCHO ESTATES and YUIMA are equal in bargaining strength and RANCHO ESTATES is free to obtain the services elsewhere.
- (g) RANCHO ESTATES is able to obtain insurance with respect to its property and its indemnity.
- (h) The amount of compensation to be paid.
- (i) The control retained by RANCHO ESTATES.
- (j) The condition of RANCHO ESTATES property.
- (k) YUIMA is a public agency with limited personnel and financial resources.
- (l) The potential liability to YUIMA without the limitations and liability could impede the public purposes for which YUIMA exists and adversely affect its taxpayers and other water users.

To the fullest extent permitted by law, YUIMA, its directors, officers, employees, agents and volunteers shall not be held liable for any claims, liabilities or damages to any property of any person including that of RANCHO ESTATES, nor for personal injury to or death to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of YUIMA or its directors, officers, employees, agents or volunteers arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. RANCHO ESTATES agrees to indemnify and hold free and harmless YUIMA and its directors, officers, employees, agents, and volunteers against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted solely and exclusively by the fault or negligence of a party indemnified.

8. In is understood and agreed by the parties hereto that nothing in this Agreement shall obligate YUIMA to provide any of the services or materials contemplated by this Agreement to RANCHO ESTATES if, in the sole judgment of YUIMA's Management, providing such services or materials would compromise or jeopardize the interests of YUIMA, its employees or its customers.

9. RANCHO ESTATES shall maintain comprehensive or commercial general liability insurance in amounts not less than \$2,000,000 per occurrence with insurance companies acceptable to the district. All such policies shall name YUIMA, its directors, officers, employees, agents and volunteers as additional insured under the policy and provide District with certificate of insurance and endorsements. Said policies shall have a clause requiring that 30 days' written notice be given to YUIMA prior to any material change or cancellation of said policies.
10. RANCHO ESTATES agrees that the provisions of California Civil Code Section 1668 do not apply to this Agreement. Civil Code Section 1668 provides:

All contracts which have for their object, directly or indirectly, to exempt anyone from the responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

11. All acts of YUIMA under this Agreement will be performed with the express understanding that YUIMA makes no warranties, expressed or implied, with respect thereto.
12. Agreement expires June 30, 2023 and will be reviewed for renewal annually.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

RANCHO ESTATES MUTUAL WATER
COMPANY

YUIMA MUNICIPAL WATER DISTRICT

By _____
Don Broomell, President

By _____
Roland Simpson, President

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF YUIMA MUNICIPAL WATER DISTRICT
APPROVING AGREEMENT FOR RECORD KEEPING
AND SECRETARIAL SERVICES FOR THE
UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT
AND RESCINDING RESOLUTION NO. 1891-21**

RESOLVED, that the Agreement for record keeping and secretarial services dated July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT and UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT, a copy of which is attached hereto, is hereby approved and the President or Vice-President, of the District is hereby authorized and directed to execute said Agreement for and on behalf of this District.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT this 27th day of June, 2022 by the following roll-call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Roland Simpson, President
Yuima Municipal Water District

ATTEST:

Don Broomell, Secretary/Treasurer
Yuima Municipal Water District

AGREEMENT FOR RECORD KEEPING AND SECRETARIAL SERVICES UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

THIS AGREEMENT is made July 1, 2022 between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT ("RCD") in view of the following facts:

- (a) YUIMA maintains an office and administrative personnel suitable for handling bank deposits, record keeping and secretarial services.
- (b) RCD has a need for such services and does not have the necessary personnel to provide such services for itself.
- (c) The purpose of this Agreement is to establish conditions under which YUIMA will perform certain services for RCD.

IT IS, THEREFORE, AGREED as follows:

1. Commencing July 1, 2022 YUIMA agrees to perform the following services for RCD:
 - (a) Collect such sums as may be paid to RCD and deposit all such collections to RCD'S name in the bank account or accounts regularly maintained by RCD.
 - (b) Report monthly to RCD the amounts so collected and deposited.
 - (c) Post cash receipts and disbursements to the general ledger of RCD.
 - (d) Provide financial reports at monthly Board meetings.
2. YUIMA consents that its Finance Manager or other personnel may, if desired by RCD, serve as RCD's assistant secretary and perform all the usual duties of such office.
3. YUIMA, under this Agreement, shall furnish and provide the necessary office facilities including telephone, business machines, supplies and postage as might be reasonably required and may provide a meeting place for RCD's board of directors. RCD agrees to pay YUIMA for its services **for the period covering July 1, 2022 to June 30, 2023** the sum of **Five Hundred Ninety-one Dollars and Eleven cents (\$591.11)**, per month in advance.

If additional record keeping or secretarial services beyond those described in the attached schedule are requested by RCD, YUIMA to the extent that YUIMA has personnel available may provide such services at the rate of \$53.47 per hour during YUIMA's normal working hours and at the rate of \$80.20 per hour for services performed outside of YUIMA's normal working hours.

If the amounts provided for in this section are, in the opinion of YUIMA, insufficient or, in the opinion of RCD, excessive, either party may, on thirty days' notice to the other, propose

adjustments to YUIMA's compensation. In no event shall the amount paid YUIMA under this paragraph be so reduced that YUIMA's duties hereunder result in a burden on YUIMA's general funds which is not reimbursed by RCD.

4. This Agreement may be terminated by either party upon giving at least three (3) months' written notice of such termination to the other.

5. (a) To the fullest extent permitted by law, YUIMA, its directors, officers, agents and employees shall not be held liable for any claims, liabilities or damages to any property of any person including that of RCD, nor for personal injury to or death to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of YUIMA or its directors, officers, employees or agents arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. RCD agrees to indemnify and hold free and harmless YUIMA and its directors' officers, employees, agents and volunteers against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation insurance, worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted solely and exclusively by the fault or negligence of a party indemnified.

(b) To the fullest extent permitted by law the parties mutually agree to indemnify, defend and hold harmless each other from any claims, demands, costs, penalties, fines or damages (including reasonable attorney's fees and costs of investigation), arising out of this Agreement, and attributable to the fault of the other party. Following a determination of a percentage of fault or liability by agreement of the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

(c) RCD agrees that the provisions of California Civil Code Section 1668 do not apply to this Agreement. Civil Code Section 1668 provides:

"All contracts which have for their object, directly or indirectly, to exempt anyone from the responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law."

All acts of YUIMA under this Agreement will be performed with the express understanding that YUIMA makes no warranties, expressed or implied, with respect thereto.

(d) RCD agrees that a number of factors make the forgoing indemnity and liability limitations reasonable, necessary, valid, enforceable and not contrary to public policy.

These factors include, but are not limited to the following:

- (I) The nature and extent of the services.
- (II) The services are not suitable for public regulation.
- (III) The services are not of great public importance.
- (IV) The services could be performed by employees of RCD or by persons engaged in the business of providing such services for profit.
- (V) YUIMA is performing the services at its cost as an accommodation to RCD and is not seeking to perform the services.
- (VI) RCD and YUIMA are equal in bargaining strength and RCD is free to obtain the services elsewhere.
- (VII) RCD is able to obtain insurance with respect to its property and its indemnity.
- (VIII) The amount of compensation to be paid.
- (IX) The control retained by RCD.
- (X) The condition of RCD'S property.
- (XI) YUIMA is a public agency with limited personnel and financial resources.
- (XII) The potential liability to YUIMA without the limitations and liability could impede the public purposes for which YUIMA exists and adversely affect its taxpayers and other water users.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

UPPER SAN LUIS REY RESOURCE
CONSERVATION DISTRICT

YUIMA MUNICIPAL WATER DISTRICT

By _____
Andy Lyall, President

By _____
Roland Simpson, President

**UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT RECORD KEEPING
AND SECRETARIAL SERVICES AGREEMENT BREAKDOWN
2022-23**

	<u>2021-22</u>	<u>2022-23 Projected</u>
OFFICE FACILITIES		
Storage & scan of company records, Financial and Misc Software, Business Machines, office supplies Use of office space for meetings (\$59.06/month)	\$ -	708.72
LABOR		
Monthly Board Packets and Agenda Posting, Website Mngmnt Set up for board meetings, Attend Board Meetings, take Minutes Financial Management, Record Keeping and Secretarial Services 9.5 hours per month @ \$53.47 per hour	\$ 3,600.00	\$6,095.52
PHOTO COPIES/POSTAGE		
1800 copies per year @ .15 each	-	\$270.00
OTHER		
Postage (36 x \$0.53 each)	-	\$19.08
 TOTAL ANNUAL COST	 <u>\$ 3,600.00</u>	 <u>\$7,093.32</u>
 TOTAL MONTHLY COST	 <u>\$ 300.00</u>	 <u>\$ 591.11</u>

Water Authority Distributes \$10.4 Million More to Member Agencies

MAY 26, 2022

The San Diego County Water Authority's Board of Directors voted on Thursday to distribute \$10.4 million to its 24 member agencies as a result of the agency's successful rate litigation against the Metropolitan Water District of Southern California. The money is from attorneys' fees paid by MWD to the Water Authority.

The refund brings the total refunds from the Water Authority's rate case lawsuits to \$90.7 million, following two distributions totaling more than \$80 million to local member agencies in 2021. Member agencies received refunds based on their portion of purchased water.

Over the past several years, the Water Authority won key issues in several related cases contesting MWD's rates, and was deemed by the Court to be the prevailing party in the 2010-2014 cases. That means MWD paid legal fees and charges in addition to damages and interest.

Besides the cash distributions, the court rulings also help avoid future overcharges by MWD and thereby minimize future disputes over MWD's rates charged to transport the Water Authority's Colorado River water supplies through MWD facilities. Those charges – if they had continued – would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with MWD.

The rate case lawsuits generated other substantial benefits, including an increase in the Water Authority's preferential rights to MWD water by approximately 100,000 acre-feet a year, equivalent to about twice the annual production of the \$1 billion Carlsbad Desalination Project. Another outcome of the lawsuits affirmed the Water Authority's access to MWD programs supporting development of local supplies and water-efficiency measures. Since the court ruled it was illegal for MWD to prohibit the Water Authority from accessing these programs, the Water Authority has secured almost \$500 million in local project benefits for the San Diego region, helping to lower the costs of Pure Water San Diego, East County Advanced Water Purification Program, and Pure Water Oceanside.

The Water Authority is seeking to conclude the remaining elements of the litigation as quickly as possible, while continuing to work collaboratively with MWD on critical issues such as drought response and resource planning.

Background about the litigation is at www.sdcwa.org/projects-programs/programs/metropolitan-water-district/mwd-rate-case/.

MWD Rate Case Distributions of \$90.7 Million

Member Agency	Distribution #1	Total Distribution
Carlsbad M.W.D.	\$398,486.16	\$3,453,663.90
Del Mar, City of	\$25,437.77	\$221,822.27
Escondido, City of	\$413,035.48	\$3,458,954.74
Falbrook P.U.D.	\$214,147.54	\$1,748,810.84
Helix W.D.	\$670,500.25	\$5,943,118.46
Lakeside W.D.	\$81,947.89	\$667,821.86
Oceanside, City of	\$553,708.49	\$4,843,325.03
Olivehain M.W.D.	\$480,219.85	\$4,142,136.76
Olney W.D.	\$744,805.69	\$6,433,689.77
Padre Dam M.W.D.	\$272,579.02	\$2,276,648.74
Pendleton Military Reserve	\$1,167.52	\$11,827.07
Poway, City of	\$275,019.40	\$2,280,083.91
Rainbow M.W.D.	\$316,338.19	\$2,567,912.18
Ramona M.W.D.	\$140,501.77	\$1,106,347.19
Rincon Del Diablo M.W.D.	\$148,535.56	\$1,247,382.88
San Diego, City of	\$4,162,448.72	\$36,879,217.65
San Diego W.D.	\$86,656.82	\$821,318.84
Santa Fe I.D.	\$176,303.07	\$1,571,417.28
Sweetwater Authority	\$105,895.20	\$2,151,194.21
Vallecitos W.D.	\$374,358.41	\$3,214,010.32
Valley Center M.W.D.	\$313,768.93	\$2,328,456.10
Vista I.D.	\$369,938.92	\$3,168,588.18
Yuma M.W.D.	\$23,112.13	\$206,391.58
Total	\$10,449,112.78	\$90,694,138.77

Note: Distribution #3 was approved by the Water Authority's Board of Directors on May 26, 2022, following two distributions in 2021.

Check Date: 06/02/2022

Supplier Number: 0000011194

Check No: 540654

Invoice Number	Invoice Date	Voucher Id	Gross Amount	Discount Taken	Late Charge	Paid Amount
053122YuimaMWD	May/31/2022	00362250	23,112.13	0.00	0.00	23,112.13

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charge	Total Paid Amount
540654	06/02/2022	\$23,112.13	\$0.00	\$0.00	\$23,112.13

WARNING! DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE HEXAGONS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT



San Diego County Water Authority
 4677 Overland Avenue
 San Diego CA 92123

Date

06/02/2022

WELLS FARGO
 401 "B" Street, Suite 2201
 San Diego CA 92101
 11-24/1210(8)

540654

Void After 180 Days

Pay Amount \$23,112.13***

Pay ****TWENTY-THREE THOUSAND ONE HUNDRED TWELVE AND 13/100 DOLLAR ***

To The Order Of

Yuima Municipal Water District
 Po Box 177
 Pauma Valley CA 92061



Authorized Signature

⑈ 540654⑈ ⑆ 121000248⑆ 4159417138⑈

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
AMENDING EMPLOYEE HANDBOOK**

Sections 4 (H) Vacation

WHEREAS, by Ordinance and Resolutions adopted by this Board, an Employee Manual for District Employees was adopted October 21, 1992 and amended periodically to reflect revisions as adopted by the Board of Directors.

WHEREAS, the Manual requires periodic revisions from time to time and in order to reflect actions of the Board and current law; and

WHEREAS, this Board further deems it in the best interest of the District and its Employees to adopt amendments as set forth in Sections 4. (H) Vacation

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of Yuima Municipal Water District that the Employee Manual be revised and amended as set forth herein.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held June 27th, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Roland Simpson, President

ATTEST:

Don Broomell, Secretary / Treasurer

employee will be held responsible for all costs required to repair or replace the uniform(s).

- (3) Uniforms will be turned in at termination.
- (4) The District purchases one (1) uniform jacket for its field employees, which is laundered by the employee and is his/hers to keep at termination with the District. Uniform jackets will be replaced at the discretion of the Director of Operations, Maintenance & Engineering based on conditions and wear (under normal conditions, not more frequently than once every four years).

The District offers the option annually on/or before July 1 of each year for the field employees to wear pants as provided by the uniform company or to purchase and wear their own blue denim pants. If an employee elects to wear his or her own pants, the District will provide an annual pant reimbursement of \$169 per year payable on or after July 1 of each year. Employees hired after July 1 of any year, who elect to receive the pant reimbursement, will receive a prorated amount based upon the quarters remaining in the fiscal year. It is understood by all parties, that if the pant reimbursement is preferred, the employee is responsible to insure that their pants are in good condition, laundered and presentable as part of a District uniform.

NOTE: When an employee is off duty and engaged in afterhours activities, the uniforms assigned him/her shall not be worn.

H. VACATION

Full-Time employees currently will accrue vacation from the date of employment. The amount of paid vacation is accrued at the following rate:

- (1) One (1) to five (5) years continuous employment, eight (8) hours per month (twelve (12) days per year).
- (2) After five (5) years of continuous employment, ten (10) hours per month (15 days per year).
- (3) After ten (10) years of continuous employment, twelve (12) hours per month (18 days per year).
- (4) After fifteen (15) years of continuous employment, fourteen (14) hours per month (21 days per year).
- (5) After twenty-two (22) years of continuous employment, 14.67 hours per month plus .67 hours per month for each year of continuous employment ~~after 22~~ up to 25 years.
- (6) After twenty-five (25) years of continuous employment the vacation earnings rate is capped at 16.67 hours per month (200 hours per year)¹.

1. Updated July 1, 2022. If, at the time of adoption, an employee's vacation earnings rate is higher than 16.67 hours per month, the employee's current earnings rate will remain the same but not increase annually thereafter.

Regular Part-Time employees will earn vacation from the date of employment. The following amount of paid vacation is earned at the following rate:

- (1) One (1) to five (5) years continuous employment, a percentage of four (4) hours per pay period. (See formula below)
- (2) After five (5) years of continuous employment, a percentage of five (5) hours per pay period. (See formula below)
- (3) After ten (10) years of continuous employment, a percentage of six (6) hours per pay period. (See formula below)
- (4) After fifteen (15) years of continuous employment, a percentage of seven (7) hours per pay period. (See formula below)
- (5) After twenty-two (22) years of continuous employment, a percentage of seven and three quarters (7.34) per pay period. (See formula below) up to 25 years.

(6) After twenty-five (25) years of continuous employment the vacation earnings rate is capped at 7.34 hours per month (190 hours per year).

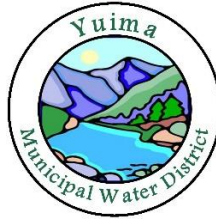
Formula for calculating percentage for above accruals is as follows: Number of hours worked during a pay period divided by the number of work hours in the pay period, then multiplied by the allotted hours set forth above for years of employment.

Example: Employee has been employed as a regular part-time employee for six years and has worked 24 hours during an 80 hour pay period:

$24 \text{ hours worked} \div 80 = 30\% \times 5 \text{ hours (the amount allotted after five years of employment)} = 1.5 \text{ hours vacation accrued this pay period.}$

Vacation benefits accruing to a regular employee will be prorated using the same formula above in the event the employee does not work the entire pay period because of termination, leave without pay or hire date. The proration will be based on the number of hours actually worked during the pay period in question. Authorized paid leave is considered time worked.

Vacation cannot be taken before it is earned; however, if you are leaving for a vacation period, upon request to the Accounting Department, a pay check may be issued for the accrued vacation days which will be expensed during the period that you will be on vacation. It is the intent of the District that vacations be taken each year since vacations are necessary for relaxation. Vacation time may be taken the first day following the completion of one (1) year of service, unless otherwise approved by the General Manager.



June 28, 2022

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Reserve Balance Discussion

Background:

At the May Board meeting, the Board directed staff to review the Reserve Policy to determine if the District should adjust their operating reserve policy. Staff has presented two Estimated Reserve ending balances as an example of how reserves balances would reflect a 3% Operating Reserve or a 6% Operating Reserve.

RECOMMENDATION: That, if the Board so desires to change the Operating Reserve balance policy to reflect only a 3% reserve that the staff brings back this revision for approval in the month of July.

SUBMITTED BY:

A handwritten signature in blue ink that reads "Amy Reeh".

Amy Reeh
General Manager

ESTIMATED RESERVE BALANCES AS OF 06/30/2022

YUIMA MUNICIPAL WATER DISTRICT - Reserve Fund Balances @ 6/30/22				
Total All Funds	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	Capital Improvement Reserve Fund
Balance, June 30, 2021	5,112,241.24	2,277,835.55	1,408,278.01	1,426,127.68
Mid-year transfers	0.00	-708,671.00	0.00	0.00
Year end transfer	-19,960.35	160,343.13	-726,647.33	546,343.85
Balance @ June 30, 2022	4,383,609.89	1,729,507.68	681,630.68	1,972,471.53
			<i>Operating Minimum 3%</i>	
			\$ 681,630.68	
		<i>01-30020</i>	<i>01-30030</i>	<i>01-30060</i>
Yuima Fund 01	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	CIP Capital Improvement Continuing Project Fund
Balance, June 30, 2021	2,994,869.31	1,333,018.71	586,259.36	1,075,591.24
Mid-year Transfers	0.00			
Additions/reductions	235,626.53	117,654.90	-288,712.68	406,684.31
Balance @ June 30, 2022	3,230,495.84	1,450,673.61	297,546.68	1,482,275.55
		<i>02-30020</i>	<i>02-30030</i>	<i>02-30060</i>
IDA Fund 02	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	CIP Capital Improvement Continuing Project Fund
Balance, June 30, 2021	2,117,371.93	944,816.84	822,018.65	350,536.44
Mid-year Transfers	0.00	-708,671.00		
Additions/reductions	-255,586.88	42,688.23	-437,934.65	139,659.54
Balance @ June 30, 2022	1,153,114.05	278,834.07	384,084.00	490,195.98

ESTIMATED

YUIMA MUNICIPAL WATER DISTRICT - Reserve Fund Balances @ 6/30/22				
Total All Funds	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	Capital Improvement Reserve Fund
Balance, June 30, 2021	5,112,241.24	2,277,835.55	1,408,278.01	1,426,127.68
Mid-year transfers	0.00	-708,671.00	0.00	0.00
Year end transfer	-19,960.35	-521,287.54	-45,016.66	546,343.85
Balance @ June 30, 2022	4,383,609.89	1,047,877.01	1,363,261.35	1,972,471.53
<i>Operating Minimum 3%</i>				
\$ 681,630.68				
<i>01-30020 01-30030 01-30060</i>				
Yuima Fund 01	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	CIP Capital Improvement Continuing Project Fund
Balance, June 30, 2021	2,994,869.31	1,333,018.71	586,259.36	1,075,591.24
Mid-year Transfers	0.00			
Additions/reductions	235,626.53	-179,891.77	8,833.99	406,684.31
Balance @ June 30, 2022	3,230,495.84	1,153,126.94	595,093.35	1,482,275.55
<i>02-30020 02-30030 02-30060</i>				
IDA Fund 02	Total	(RTS) Rate Stabilization	(ORF) Operating Reserve Fund	CIP Capital Improvement Continuing Project Fund
Balance, June 30, 2021	2,117,371.93	944,816.84	822,018.65	350,536.44
Mid-year Transfers	0.00	-708,671.00		
Additions/reductions	-255,586.88	-341,395.77	-53,850.65	139,659.54
Balance @ June 30, 2022	1,153,114.05	-105,249.93	768,168.00	490,195.98

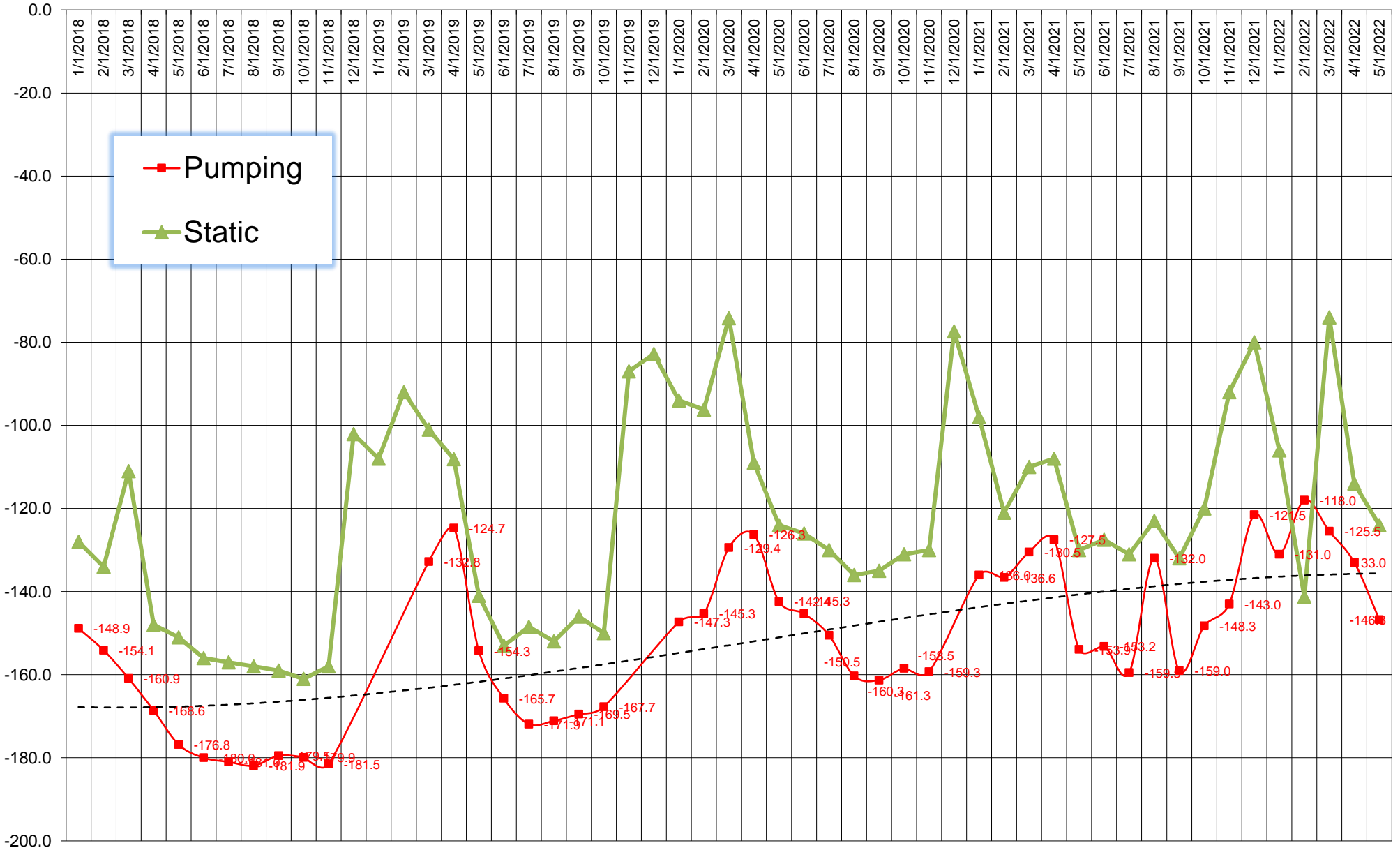
III.
INFORMATION / REPORTS

Yuima Municipal Water District - Production/Consumption Report

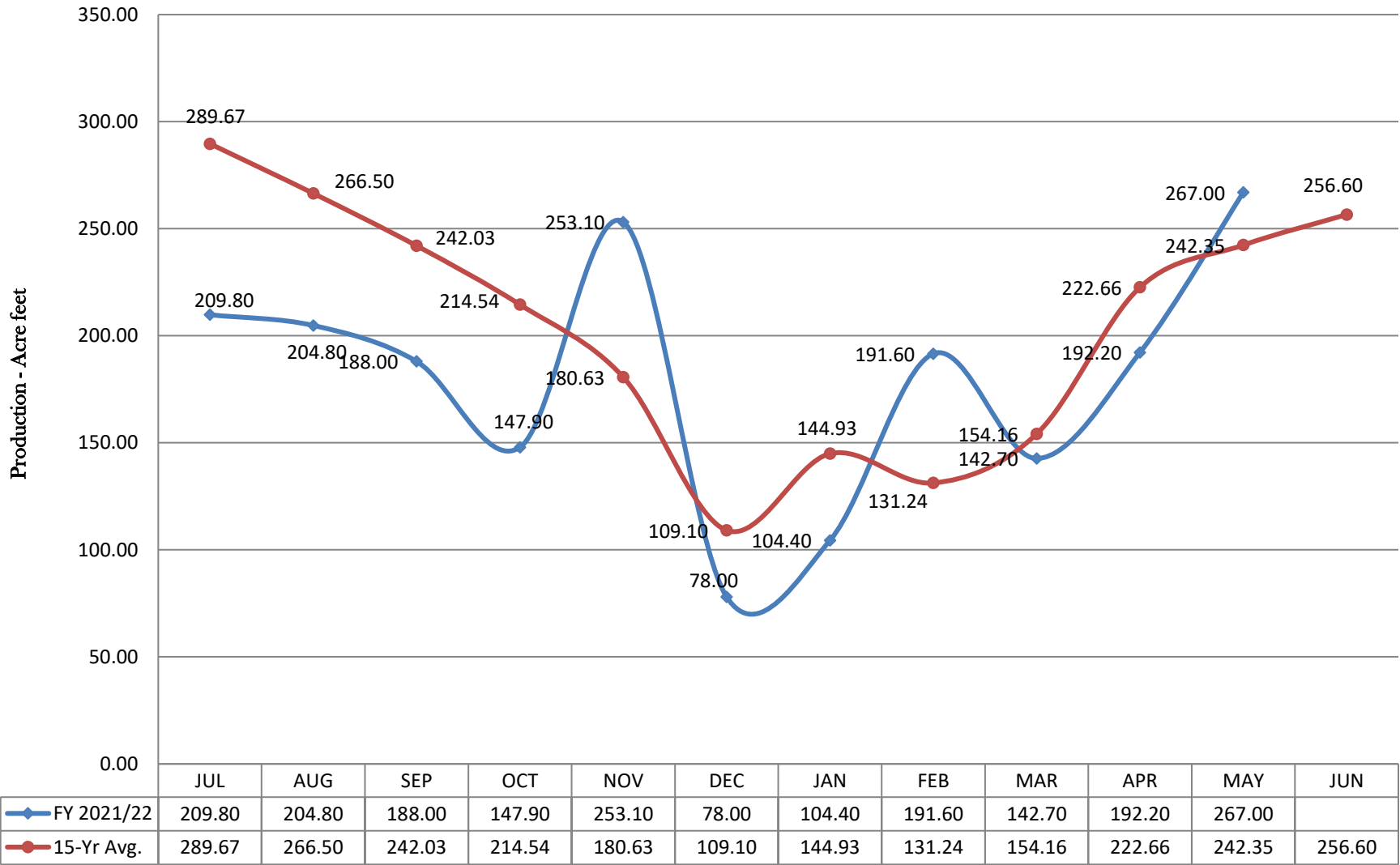
YUIMA GENERAL DISTRICT	FISCAL				CALENDAR	
	May-22	Apr-22	2021-22	2020-21	2022	2021
Produced and Purchased Water						
11-1590 IDA	0.0	0.0	7.5	63.1	0.0	50.3
10-1009 SDCWA	514.2	338.4	4600.6	5610.9	1473.0	5015.3
10-1001 SCHOEPE	6.1	6.0	66.6	124.8	34.7	93.0
Total Produced and Purchased	520.3	344.4	4674.7	5798.8	1507.7	5158.6
Consumption						
CUSTOMERS GENERAL DISTRICT	183.1	132.6	1681.7	2621.4	539.5	2143.6
10-2100 TAP 1	140.1	92.7	1146.5	1063.4	406.8	1079.9
10-1590 TAP 2	87.3	54.3	1030.6	1179.7	253.1	1114.3
10-1200 TAP 3	105.9	68.1	816.1	838.5	328.3	826.5
Total Consumption - Yuima	516.4	347.7	4674.9	5702.9	1527.7	5164.2
Storage Level Changes	-3.0	1.9	-3.2	1.4	-3.3	7.5
Slippage - Acre Feet	0.9	-1.4	-3.4	97.3	-23.3	1.9
Slippage %	0.2	-0.4	-0.1	1.7	-1.5	0.0
IMPROVEMENT DISTRICT "A"						
Produced Strub Zone Wells						
20-2012 RIVER WELL 12	34.7	28.6	218.3	204.0	116.7	197.8
20-2091 RIVER WELL 19A	38.7	32.5	370.6	429.7	155.5	406.0
20-2020 RIVER WELL 20A	42.3	16.0	124.6	227.7	74.6	133.1
20-2025 RIVER WELL 25	32.5	27.4	280.8	299.8	135.0	290.1
20-2022 FAN WELL 22	21.9	18.2	144.0	183.0	85.0	155.5
Total Produced Strub Zone Wells	170.1	122.7	1138.3	1344.2	566.8	1182.7
Produced Fan Wells						
20-2007 WELL 7A	0.0	0.0	0.0	1.4	0.0	0.5
20-2000 WELL 10	0.0	0.0	0.0	2.9	0.0	0.1
20-2014 WELL 14	34.0	21.0	220.4	256.9	98.0	231.7
20-2017 WELL 17	14.3	9.4	113.8	141.5	43.7	127.5
20-2018 WELL 18	0.0	0.0	13.5	29.6	0.0	17.0
20-2023 WELL 23	0.0	0.0	26.4	48.4	0.2	45.8
20-2024 WELL 24	0.0	3.8	63.5	98.4	13.0	89.4
20-2029 WELL 29	14.3	8.6	95.5	105.3	37.4	96.0
20-20410-500 HORIZONTAL WELLS	10.1	8.5	102.6	125.3	48.0	119.6
Code K Usage WELL USE AGREEMENTS ("K")	24.2	18.2	210.4	229.8	90.8	220.2
Total Produced Fan Wells	96.9	69.5	846.1	1039.5	331.1	947.7
Total Produced Strub and Fan Wells	267.0	192.2	1984.4	2383.7	897.9	2130.4
Purchased Water						
10-2100 TAP 1	140.1	92.7	1146.5	1063.4	406.8	1079.9
90 minus 20-2008 TAP 2	87.3	54.3	1030.6	1179.7	253.1	1114.3
10-1200 TAP 3	105.9	68.1	816.1	838.5	328.3	826.5
Total Purchased Water	333.3	215.1	2993.2	3081.5	988.2	3020.6
Total Produced and Purchased	600.3	407.3	4977.6	5465.2	1886.1	5151.1
Consumption						
CUSTOMERS IDA	573.4	396.8	4710.1	5257.9	1805.6	4851.0
Interdepartmental to Y	0.0	0.0	7.5	63.1	0.0	50.3
Total Consumption - IDA	573.4	396.8	4717.6	5320.9	1805.6	4901.3
Storage Level Changes	-5.8	6.1	-0.9	2.2	-0.6	4.8
Slippage - Acre Feet	21.1	16.6	259.1	146.4	79.9	254.6
Slippage %	3.5	4.1	5.2	2.7	4.2	4.9
Combined General District and IDA						
PRODUCED YUIMA	520.3	344.4	4674.7	5798.8	1507.7	5158.6
PRODUCED IDA	267.0	192.2	1984.4	2383.7	897.9	2130.4
Total Produced and Purchased	787.3	536.6	6659.1	8182.5	2405.6	7289.1
Consumption	756.5	529.4	6399.3	7942.3	2345.1	7044.8
Storage Level Changes	-8.8	8.0	-4.1	3.6	-3.8	12.4
Slippage - Acre Feet	22.0	15.1	255.7	243.7	56.6	256.6
Slippage %	2.8	2.8	3.8	3.0	2.4	3.5

Notes:

Yuima Municipal Water District
River Well Static (21A) and Pumping Levels
For Yuima Wells No. 12, 19A, 20A and 25
(Increasing Inverse = improving water levels)
Pumping and Static Levels (feet below ground level)
(Updated May 2022) 2018-Current



Yuima Municipal Water District
 Monthly Production of District Owned Wells
 Updated May 2022



YUIMA MUNICIPAL WATER DISTRICT

Well Level Report

(* static level with surrounding wells off 24 hrs)	January			February			March			April			May			June		
	2022			2022			2022			2022			2022			2022		
	Static Level	Pumping Level	GPM	Static Level	Pumping Level	GPM	Static Level	Pumping Level	GPM	Static Level	Pumping Level	GPM	Static Level	Pumping Level	GPM	*Static Level	Pumping Level	GPM
Monitor Well No. 21A Elev 800' Depth 251'	106			118			74			114			124					
Well No. 12 (River) Elev 800' Depth 207'	80				145	161	85	142	164		142	254		152	232			
Well No. 19A (River) Elev 800' Depth 215'	80	129	299		135	269		110	275		132	299		140	224			
Well No. 20A (River) Elev 800' Depth 225'	76	120	299		127			114			125	285		130	300			
Well No 25 (River) Elev 805' Depth 210'	84	144	261		158	224	80	136	261		155	224		165	224			
Well No. 3 (Fan) Elev 1220' Depth 547'	222			219			216			203			203					
Well No. 7A (Fan) Elev 1240' Depth 554'	270			244	230		238	288		240	290		250	287				
Well No. 8 (Fan) Elev 1227' Depth 1000'	343			345			343			343			344					
Well No. 9 (Fan) Elev 1252' Depth 436'	258			253			252			250			252					
Well No. 10 (Fan) Elev 1210' Depth 405'	215			216	214		218	228		210	223		215					
Well No. 13 (Fan) Elev 1280' Depth 403'	272			281			270			273			288					
Well No. 14 (Fan) Elev 1310' Depth 542'	308	359	299		389	299	309	344	299	313	368	299		404	300			
Well No. 17 (Fan) Elev 1375' Depth 597'	346	384	67	350	392	119	338	376	119	348	386	134		398	132			
Well No. 18 (Fan) Elev 2380' Depth 1000'	240			220			200			202			202					
Well No 22 (Fan) Elev 997.4' Depth 1100'	198	220	158		223	155		220	155		220	155		222	155			
Well No. 23 (Fan) Elev 1587' Depth 963'	134			132	256	50	130	204		130			132					
Well No. 24 (Fan) Elev 1530' Depth 582'	268	344	126		328	85	263	366	122	264								
Well No. 29 (Fan) Elev 1314' Depth 450'	298	322	132	306	336	125	300	315	132	302	327	128		347	120			
Well No. 41 (Horizontal) Elev 2627' Depth 555'			13			12			13.7			13.3			13.3			
Well No. 42 (Horizontal) Elev 2632' Depth 675'			31			22			30.8			30			26.5			
Well No. 44 (Horizontal) Elev 3040' Depth 465'			7			7			8.1			7.4			7.7			
Well No. 45 (Horizontal) Elev 2900' Depth 845'																		
Well No. 46 (Horizontal) Elev 3050' Depth 870'			5			7			6.6			6.6			7.2			
Well No. 47 (Horizontal) Elev 3050' Depth 1007'			4			4			3.7			3.9			5.6			
Well No. 48 (Horizontal) Elev 3160' Depth 785'			5			4			4			8.4			14.1			
Well No. 49 (Horizontal) Elev 3160' Depth 905'			8			8			8			7.6			7.2			
Well No. 50 (Horizontal) Elev 3120' Depth 1215'			15			15			16			11.7			10.5			
Schoepe No. 2 (River) Elev 700' Depth 253'	134	194	30	173	192	42	131	190	55		190	60		192	65			
Schoepe No. 3 (River) Elev 700' Depth 265'	135			135			136			132			135					
Schoepe No. 3-R (River) Elev 700' Depth 200'	135	148	95	142	153	90	130	146	98	131			135					
Schoepe No. 4 (River) Elev 700' Depth 185'	119			120			118			119			118					
Schoepe No. 5 (River) Elev 700' Depth 1000'	122			122			120			118			120					

YUIMA MUNICIPAL WATER DISTRICT

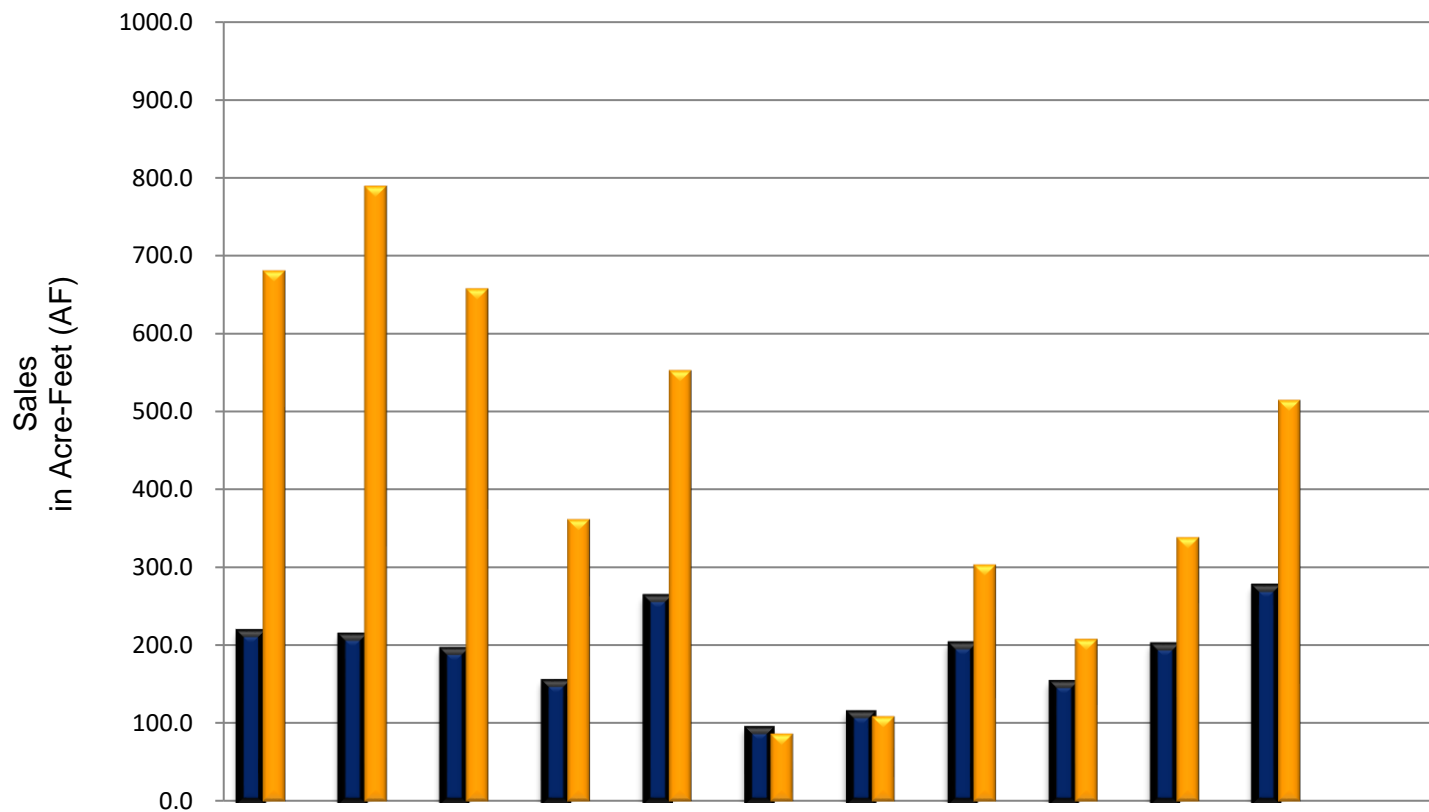
REPORT OF DISTRICT WATER PURCHASED AND PRODUCED

	Month Comparative One (1) Year Ago			Fiscal Year to Date Comparatives		
	May-22	May-21	%CHANGE	2021/22	2020/21	%CHANGE
LOCAL SUPPLY	273.1	236.0	15.7%	2058.5	2353.3	-12.5%
AUTHORITY	514.2	448.5	14.6%	4600.6	4909.0	-6.3%
TOTAL PRODUCED & PURCHASED	787.3	684.5	15.0%	6659.1	7262.3	-8.3%
CONSUMPTION	756.5	678.0	11.6%	6399.3	6932.2	-7.7%
% LOCAL	34.7%	34.5%	0.2%	30.9%	32.4%	-1.5%
%AUTHORITY	65.3%	65.5%	-0.2%	69.1%	67.6%	1.5%

FISCAL YEAR ENDING JUNE 30 COMPARATIVES

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
LOCAL SUPPLY	2571.6	2311.7	1688.5	2107.5	2058.1	2334.3	2726.6	3145.7	4199.9	4353.8	3356.5	2858.8	3729.7	2583.6
AUTHORITY SUPPLY	5610.9	4684.7	4819.6	4780.9	4470.6	3621.1	4468.4	4596.1	2149.3	1183.6	1617.7	2521.8	2347.0	3719.8
TOTAL PRODUCED & PURCHASED	8182.5	6996.4	6508.1	6888.4	6528.7	5955.4	7195.0	7744.8	6349.2	5537.4	4974.2	5380.6	6076.7	6303.4
CONSUMPTION	7879.3	6727.3	6351.1	6629.8	6379	5887.8	7175.6	7591.1	6310.3	5486.9	4959.0	5310.8	5909.0	6088.3
% LOCAL	31.4%	33.0%	25.9%	30.6%	31.5%	39.2%	37.9%	40.6%	66.1%	78.6%	67.5%	53.1%	61.4%	41.0%
% AUTHORITY	68.6%	67.0%	74.1%	69.4%	68.5%	60.8%	62.1%	59.4%	33.9%	21.4%	32.5%	46.9%	38.6%	59.0%

**YUIMA MUNICIPAL WATER DISTRICT
WATER PRODUCED & PURCHASED
2021-22**



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
LOCAL SUPPLY PRODUCED	215.1	210.7	192.5	151.3	259.8	91.5	111.6	199.5	150.1	198.2	273.1	0.0
AUTHORITY PURCHASED	680.2	788.8	657.5	361.6	552.5	87.0	109.0	303.4	208.0	338.4	514.2	
TOTAL PROD/PURCH	895.3	999.5	850.0	512.9	812.3	178.5	220.6	502.9	358.1	536.6	787.3	

**YUIMA MUNICIPAL WATER DISTRICT
2021-22 Capital Projects
As of May 31, 2022**

	Job Number	Approved 2021-22 Budget	Approved Budget Carry Forward	Current Year Expenditures 2021-22	Prior Year Expenditures Forward	Total Project Expenditures	Percent Expended to Budget
1 McNally Tank 2 Interior and Exterior Recoating							
	10-600-60-6500-613	\$450,000			\$ -	\$ -	0%
2 Headquarters Solar Project							
	10-600-60-6600-600	\$0	\$ 97,000	\$ 43,500	\$ 53,500	\$ 97,000	100%
3 Vehicle Replacement - 2 trucks							
	10-600-60-6600-600	\$0	\$ 60,000	\$ -	\$ -	\$ -	
Total General District Capital Projects - Proposed 2021-22		\$450,000	\$ 157,000	\$ 43,500	\$ 53,500	\$ 97,000	62%
1 Pump Station 4 Pump Cover							
	20-600-60-6300-680	\$ 20,000	\$ -	\$ -	\$ -	\$ -	0%
2 Pipeline & Facilities Replacements - IDA							
	Rincon Ranch Rd. 20-600-60-6500-671	\$ -	\$ 340,000	\$ 55,936	\$ 271,854	\$ 327,791	96%
3 Pump Station 4 Bypass Valve							
	20-600-60-6300-680	\$ 9,764	\$ -				
4 Dunlap CL2 Analyzer Building Replacement							
	20-600-60-6300-680	\$ 10,000	\$ -				
Total IDA Capital Projects - Approved for 2021-22		\$ 39,764	\$ 340,000	\$ 55,936	\$ 271,854	\$ 327,791	86%
Total Proposed General District & IDA Capital Projects 2021-22		\$ 489,764	\$ 497,000	\$ 99,436	\$ 325,354	\$ 424,791	85%
		\$986,764		\$424,791			

YUIMA MUNICIPAL WATER DISTRICT
OPERATIONS REPORT

June 2022

Staff Report

WELLS

YUIMA General District

WELLS	FLOW / GPM	STATUS
PVW2	65	In Service
PVW3	0	Out of Service - Pump
PVW3R	0	Out of Service - Nitrates
PVW4	0	Inactive
PVW5	0	Inactive

IDA

WELLS	FLOW / GPM	STATUS
12	232	In Service
19A	224	In Service
20A	300	In Service with Additional Monitoring
25	224	In Service
22	155	In Service

WELLS	FLOW / GPM	STATUS
3	0	Inactive
7A	0	Out of Service – Water Quality
8	0	Inactive
9	0	Inactive
10	0	Out of Service – Water Quality
13	0	Inactive
14	300	In Service
17	132	In Service
18	0	Non-Potable Water Use
23	0	Off – High Nitrate Levels
24	122	In Service – Pump Repaired
29	120	In Service

WELLS	FLOW / GPM	STATUS
41	13	In Service
42	26	In Service
43	0	Out of Service – Drill Bit
44	8	IN SERVICE
45	0	Out of Service – Sediment
46	7	In Service
47	6	In Service
48	14	In Service
49	7	In Service
50	11	In Service

Well 23 – May Nitrate test level was 9.8. The State mcl is 10, however, the SWRCB requires us to turn the well off when nitrate test results are 9 mcl. Due to the design of the infrastructure, we are unable to blend this water with imported supply and therefore must shut down the well when the water quality does not meet state standards. The well has been offline since March 2022.

Well #18 – Supplies “Ag Only” open reservoirs at 135 gpm, Pettis and Dunlap and is being used to supply both reservoirs alternately as required.

Horizontal Wells – Per SWRCB all supplies must be used for AG only; cannot blend due to the high Iron and Manganese. Supplies going into Dunlap open reservoir. Repairs to the Horizontal well line have been completed. The line was relocated to mitigate future damage that occurs in the deep, difficult to access ravine. The line now parallels the well line road and connects to the old Upper Catch line which also has been repaired.

BOOSTER STATIONS

BOOSTER STATIONS		
STATION	PUMPS	STATUS
PERRICONE	1,2,3,4	PUMP 1 - SEAL
FOREBAY	1,2,3,4	PUMP 2 & 3 PULLED FOR WARRANTY REPAIR – REINSTALL SCHEDULED APRIL 30TH
EASTSIDE	1,2,3	OK
1	1,2,3,4	OK
4	1,2,3	OK
6	1,2,3	OK
7	1,2,3	OK
8	1,2,3,4	OK – SCADA Work needed to address backup battery and programming issues. Cost will be in 22/23 budget
SCHOEPE	1,2,3	3 OK, 1 & 2 DOWN

RESERVOIRS AND TANKS

All tanks and reservoirs are currently in normal operation. However, there are some issues that need to be addressed in the near future.

- Dunlap tank is a bolt together, galvanized tank with a life expectancy of 25 years. The tank is currently 19 years old and has high level of corrosion on the interior due to the high levels of iron and manganese that comes from the horizontal well water. The District used the tank to blend the horizontal well water until May of 2019 when the SWRCB directed us to stop that practice and only use the well water for agricultural purposes. Repair or replacement of the tank needs to occur. The District will seek information on all options available to make an informed decision as to what the best course of action will be.
- Eastside Tank - Was inspected and cleaned in May of 2019. The exterior of the tank was found to be in good condition with a few minor repairs. The interior of the tank, however, was found to be in extremely poor condition and was recommended to be recoated within the next three years. The tank should be re-inspected in 2022.
- Tank 1 – Was inspected and cleaned in April of 2022 and found to be in good condition. We are awaiting the final report.
- Tank 8 - Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- Perricone Tank - *WAS LAST INSPECTED IN AUGUST 2021*. The interior and exterior of the tank was recoated in 2016. The exterior of the tank was found to be in very good condition. The interior of the tank was found to be in overall good condition. The tank is due for inspection in 2024. There are a few minor areas of corrossions that can be fixed to mitigate any serious damage.
- Zone 4 Tank – *Cleaned and inspected – January 2022* – Some sediment, interior coating looked good, tank cleaned up nicely.
- McNally Tank 1 - Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- McNally 2 - Tank was inspected and cleaned in June 2019. *SCHEDULED FOR INTERIOR AND EXTERIOR RECOATING IN FY 2021/22. This is delayed due to CWA shutdowns during normal available down times and contractor availability.*
- Schoepe Tank – Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- Forebay Tank – Was inspected in April of 2022. We are awaiting the final report.
- All three nitrate analyzers have had the annual maintenance completed in August 2021.

Bacteriological samples

The Yuima and IDA distribution systems and all special raw water groundwater well bacteriological tests are taken on schedule and the District remains in compliance of all water quality standards.

Other required water quality testing

Well 20 was put back online on April 14th with the following operational conditions.

1. Weekly testing required for the next two months.
2. Weekly testing for PH, Electrical Conductivity and Temperature to determine a baseline for “1-Log Giardia”.
 - a. If there is surface water running in the riverbed then the District must perform daily field tests for PH, Conductivity and Temperature starting the day the water begins to flow until 1 week after the water stops flowing.
 - i. The District has purchased the specialized equipment to perform these tests.

Well 23 has gradually increased in Nitrates. We are now reporting grab samples weekly to the SWRCB. The well has been shut down due to the high nitrate levels.

DISTRICT OPERATIONS PERSONNEL

No current limitations.

OTHER PROJECTS AND PROGRAMS

Pump Maintenance – Pump maintenance has been scheduled for all pumps at all pump stations except for Schoepe.

Forebay Pump Station – As of May 26, 2022 all pumps at Forebay have been repaired and are fully operational. The motor warranty for the pumps is still being discussed between Management and Barret Pumps.

- Pump #1:*** Fully operational
- Pump #2:*** Fully operational
- Pump #3:*** Fully operational
- Pump #4:*** Fully operational

CWA Emergency Storage Project (ESP) Valley Center MWD / Yuima MWD Inter-tie
The ESP project is moving forward and preliminary construction planning are at the pre-final design phase. The project is due to start construction in early 2023 and should take about 1 month to complete.

Vehicle Replacement in CIP Budget: Due to continued delays resulting from Covid-19 and labor / supply chain issues the District has had a difficult time finding replacement vehicles. Upon the advice of the Fleet Dealer management decided to order the trucks scheduled for replacement. Additionally, keeping in mind the shortage of vehicles and the lead time in delivery of order vehicles, management decided to order two replacement vehicles that were scheduled for next fiscal year. Once these vehicles have been received

all fleet vehicles will have been replaced before the 2024 end date for purchasing gas powered vehicles. This will give the district several years to plan for and prepare facilities to operate electric vehicles.

SAFETY PROGRAMS AND TRAINING

Staff continues with tailgate safety meetings. Individuals are training with JPIA.

WATER METERS AND SERVICES

Meter Replacements, Downsizing and Removals

District staff is currently analyzing and replacing older meters in the District to help reduce slippage. Older prop meters tend to become less accurate, especially with the high usage District meters encounter. In an effort to optimize staff and make meter reading more efficient in the near future; all new meters installed are AMR meters that can be incorporated into the District's AMR meter reading program.

RAINFALL RECORD 2021/2022 YUIMA SHOP

Location: 34928 Valley Center Road, Pauma Valley @ 1050' elevation

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	
1			0.04							0.02			
2													
3									0.83	0.01			
4									0.18	0.01			
5				0.40									
6													
7													
8				0.32									
9						0.25							
10						0.01							
11													
12													
13													
14						1.54							
15								0.15					
16						0.01							
17						0.05	0.09						
18	0.44			0.04			0.22						
19									0.02				
20									0.48				
21													
22								0.36		0.16	0.15		
23						0.69		0.02					
24						1.14							
25			0.10	0.22		0.06							
26	0.83			0.01		0.35							
27			0.01										
28			0.02			0.02			0.74				
29						0.03					0.04		
30									0.01				
31		0.30				0.01							TOTAL YEAR
TOTALS	1.27	0.30	0.17	0.99	0.00	4.16	0.31	0.53	2.26	0.20	0.19	0.00	10.38
1987/88 (B)	0.00	0.00	0.00	2.60	4.17	1.20	2.97	2.23	0.97	6.95	0.40	0.00	21.49
1988/89 (B)	0.00	1.25	0.00	0.00	1.36	4.78	1.38	3.25	0.60	0.25	0.43	0.00	13.30
1989/90 (B)	0.00	0.00	1.03	0.50	0.00	0.55	4.45	2.65	0.92	3.22	0.95	1.10	15.37
1990/91	0.32	0.93	0.00	0.16	0.83	0.85	1.30	2.60	13.10	0.20	0.00	0.00	20.29
1991/92	0.70	0.00	0.40	0.85	0.30	1.90	3.25	5.60	5.30	0.15	0.50	0.00	18.95
1992/93	0.00	1.75	0.00	1.55	0.00	5.10	17.25	8.60	1.55	0.00	0.00	0.70	36.50
1993/94	0.00	0.00	0.00	0.25	2.35	0.90	1.20	4.60	5.30	2.00	0.20	0.00	16.80
1994/95	0.00	0.00	0.00	0.40	0.80	0.75	9.35	3.00	9.40	2.00	0.75	1.10	27.55
1995/96	0.10	0.00	0.00	0.00	0.20	0.85	1.50	3.50	2.30	0.50	0.00	0.00	8.95
1996/97	0.00	0.00	0.00	0.00	4.55	2.40	6.35	0.75	0.00	0.00	0.00	0.00	14.05
1997/98	0.00	0.00	2.10	0.10	2.45	2.10	3.70	10.95	4.05	3.30	3.05	0.15	31.95
1998/99	0.00	0.00	1.15	0.00	2.45	1.36	1.93	1.00	0.80	2.32	0.05	0.50	11.56
1999/2000	0.25	0.00	0.10	0.00	0.10	0.25	0.60	5.20	1.55	0.95	0.45	0.00	9.45
2000/2001	0.00	0.00	0.05	0.98	0.45	0.00	2.80	6.20	1.70	1.70	0.50	0.00	14.38
2001/2002	0.00	0.00	0.00	0.00	1.35	1.90	0.60	0.15	1.80	0.65	0.00	0.00	6.45
2002/2003	0.00	0.00	0.20	0.00	2.85	3.60	0.25	6.40	3.45	2.10	0.65	0.00	19.50
2003/2004	0.00	0.40	0.00	0.00	1.55	1.55	0.70	4.25	0.75	1.05	0.00	0.00	10.25
2004/2005	0.00	4.40	0.00	7.20	1.55	4.55	8.70	6.60	1.75	1.05	0.10	0.00	31.90
2005/2006	0.50	0.00	0.10	1.85	0.00	0.50	1.75	2.45	3.55	2.65	0.50	0.00	13.85
2006/2007	0.00	0.20	0.30	0.40	0.05	1.40	0.50	2.70	0.30	0.80	0.10	0.00	6.75
2007/2008	0.00	0.25	0.00	0.20	0.50	5.30	5.80	3.80	0.60	0.00	1.00	0.00	17.45
2008/2009	0.00	0.00	0.00	0.00	1.60	4.95	0.05	4.45	0.30	0.75	0.00	0.00	12.10
2009/2010	0.00	0.00	0.00	0.00	1.10	3.65	7.45	4.00	0.55	2.60	0.00	0.00	19.35
2010/2011	0.20	0.00	0.00	3.15	1.45	8.60	1.25	4.40	2.65	0.30	0.40	0.05	22.45
2011/2012	0.00	0.00	0.15	0.65	2.65	1.20	1.15	2.05	2.25	3.15	0.10	0.00	13.35
2012/2013	0.00	0.00	1.50	0.40	0.45	2.70	1.50	1.25	1.70	0.10	0.40	0.00	10.00
2013/2014	0.28	0.00	0.00	1.48	0.15	0.40	0.25	0.95	2.95	0.80	0.00	0.00	7.26
2014/2015	0.00	0.20	1.00	0.00	1.00	4.90	0.70	0.90	1.60	0.75	1.20	0.50	12.75
2015/2016	1.90	0.30	1.70	0.35	0.90	2.65	3.40	1.15	1.50	0.75	0.40	0.00	15.00
2016/2017	0.00	0.00	1.00	0.16	1.75	4.37	7.17	6.05	0.20	0.00	1.34	0.00	22.04
2017/2018	0.07	0.12	0.13	0.00	0.00	0.00	3.18	0.88	2.55	0.01	0.12	0.00	7.06
2018/2019	0.00	0.00	0.00	1.27	2.51	1.63	2.34	7.98	1.68	0.40	1.83	0.12	19.76
2019/2020	0.00	0.00	0.30	0.00	4.17	2.46	0.17	0.64	5.39	5.96	0.03	0.20	19.32
2020/2021	0.00	0.00	0.00	0.07	1.52	0.79	1.09	0.06	1.55	0.51	0.10	0.02	5.71
34 Year Average	0.13	0.17	0.33	0.72	1.39	2.36	3.12	3.57	2.49	1.41	0.46	0.13	16.26

**YUIMA MUNICIPAL WATER DISTRICT
DELINQUENT ACCOUNTS LISTING
5/31/2022**

YUIMA			
<u>ACCOUNT NUMBER</u>	<u>PAST DUE AMOUNT</u>	<u>ACTION</u>	
01-0693-03	541.37	Notice	
01-1036-00	270.31	Notice	
01-1044-01	180.39	Notice	
01-1050-05	41.93	Notice	
01-1052-06	68.56	Notice	
01-1055-02	61.57	Notice	
01-1079-00	99.17	Notice	
01-1224-00	679.45	Notice	
01-1351-07	133.87	Notice	
01-1359-01	239.63	Notice	
01-1421-06	96.44	Notice	
01-1599-00	352.04	Notice	
01-1651-01	394.62	Notice	
01-1655-02	155.98	Notice	
	\$ 3,315.33		

IDA			
<u>ACCOUNT NUMBER</u>	<u>PAST DUE AMOUNT</u>	<u>ACTION</u>	
02-2471-04	110.22	Notice	
02-2984-09	1,581.16	Lien Filed	
02-3354-03	116.21	Notice	
02-3460-07	111.28	Notice	
02-4005-02	145.47	Notice	
02-4175-01	137.74	Notice	
02-4185-01	309.07	Notice	
02-5330-09	290.13	Notice	
02-6199-05	186.46	Notice	
02-6500-00	26,481.46	Lien Filed	
02-7125-00	1,521.28	Lien Filed	
02-7249-01	5,872.53	Lien Filed	
02-7435-00	67.85	Notice	
02-7842-03	1,216.79	Arrangement	
	\$ 38,147.65		

LIENS FILED / TRANSFERRED TO TAX ROLL

for liens filed and transfer to tax roll:
July agenda
auditor and controller by Aug 10th

IV.
OTHER BUSINESS