

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 8TH , 2022
AGENDA ITEM NO. 8A**



AGENDA SECTION: OLD BUSINESS

**SUBJECT: REVIEW OTHER POLICIES ON INACTIVE METERS AND
CONSIDER AMENDING GDPUD POLICY**

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Prior to 2017 there was a designation of “Inactive Meter”. If your meter was designated as inactive, a lock was placed on it and to use water the rate payer would need to call and schedule an appointment to get that meter unlocked so it could be turned on. When a meter was “inactive” it did not get charged. After 2017 the designation of “inactive” was removed from all accounts, all locks were removed from the “inactive” meters and every customer was charged a base fee for services. The “inactive” accounts could choose to get their meters pulled and pay nothing.

The water rate study prepared by Rural Community Assistance Corporation (RCAC) treats all customers the same, and therefore all customers, active and inactive, pay the base rate. Consequently, all District water customers (active and inactive treated water, and irrigation) were notified of the Proposition 218 required public hearing regarding water rates that was held on December 12th, 2017. As rate payers they are also required to pay the supplemental fee for the Sweetwater plant, this is part of them paying for services.

DISCUSSION

The El Dorado Irrigation District has a policy (AR 9051 Billing) in place on how they deal with inactive meters. All accounts are billed on a regular basis for water, recycled water, and wastewater services, which includes accounts with no usage.

Pursuant to Article 3, Section 22280 of the California State Water Code, the EID Board of Directors adopted a policy on September 23, 1987 that requires all metered accounts to be billed from the date the water meter is installed. Therefore, any meters installed after 1987, or any meters that have changed ownership since 1987, are active and are included in that category.

Placer County Water Agency views all accounts with an installed meter as active and they all pay the base meter charge. PCWA sets rates and charges to recover the cost of providing service. PCWA is required to maintain the treatment, transmission, storage, and distribution facilities necessary to serve each property that has paid Water Connection Charges, regardless of how much water is used by a customer. PCWA's treated water rate structure has two fixed charges (Monthly Fixed Charge and the Renewal and Replacement Charge) and a commodity charge (water tier rates based on water use). The fixed charges are billed and payable whether any water is used and are prorated based on the number of days in the billing period.

The Monthly Fixed Charge and Water Tiered Rates fund PCWA operations including personnel, supplies, services, state, and federal mandates, purchased water, insurance, legal and consulting services, utilities, routine capital, and other operation expenses.

The Renewal and Replacement Charge funds construction projects to improve aging water infrastructure, including water treatment plants, pipelines, canals, or other water system facilities.

Analysis

Before any action can be taken to change the current policy, the following should be considered.

1. What is the definition of an “inactive” meter?
2. Should we charge them the Supplemental fee?
3. Should we charge them the base rate?
4. Can you become inactive whenever you want?
5. Why not just have the “inactive” meters pulled if the rate payer doesn’t want to be charged?
6. Should we lock the “inactive” meters?

FISCAL IMPACT

Fiscal impact is unknown until a definition for “inactive” is made, then an analysis can be done.

CEQA ASSESSMENT

Not a CEQA Project

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) keep charging the supplemental fee and base rate to all ratepayers evenly. If someone that hasn’t used water and doesn’t want to pay the fee, then they can easily get their meter pulled at no cost.

ALTERNATIVES

The alternative is to create a policy to define what an inactive meter is and how you can go inactive. Have our legal counsel review and edit/revise.

ATTACHMENTS

1. El Dorado Irrigation District AR 9051
2. El Dorado Irrigation District 2015 Water Resources and Service Reliability Report
3. El Dorado Irrigation District Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines
4. El Dorado Irrigation District Bi-Monthly Rate Schedule
5. Placer County Water Agency Personnel and Administrative Manual Chapter 4 Rules, Regulations, Rates and Charges Governing the Distribution and Use of Water

AR 9051 Billing

Approved: December 12, 2006
Revised: January 1, 2017
Revised: May 1, 2017
Revised: November 21, 2019
Revised: January 6, 2021

Billings will be sent periodically as established by the Board. Billings will be delivered by the United States Postal Service or via email notifications based on preferences established by the customer. The property owners are responsible for keeping the District advised of the correct mailing and/or email addresses where billings are to be delivered. Non receipt of a bill does not relieve an owner of any payment obligation to the District.

Accounts must remain in the legal owners name at all times based on county records. In order to transfer services the owner or authorized agent must provide proof of change of ownership through recorded title transfer documents or other legal documents that may be utilized to transfer title of a property. Property owners are responsible for all services provided through the date of the title transfer. Property owners that fail to notify the District in a change of ownership are responsible for all services billed until the notification of change.

Property owners may request that a tenant or renter be added to their account in order to receive bills and have access to the account information, providing the District receives a completed Owner/Tenant Agreement. This agreement does not release the property owner from responsibility for any unpaid charges. Tenants or renters who are not listed on the account and contact the District regarding matters concerning billing and/or service will be referred to the property owner. However, if a tenant or renter wants to pay a bill to avoid late fees and/or liens being recorded, the District will accept payment towards the account.

AR 9051.1 Minimum bills

The District requires all accounts to be billed on a regular basis for water, recycled water, and wastewater services and any applicable surcharges from the date the meter is installed or final inspections occur. This includes accounts with no usage.

If a meter fails to register correctly or cannot be read during the billing cycle for any reason, the District may estimate, and bill usage based on historical or average usage for the specific address.

When ownership changes occur base charges for services will be pro-rated based on the number of days of service during the billing period.

Residential wastewater rate calculations are performed annually, based on water consumption that occurs during the specific two-month winter billing cycle beginning in November and ending in February. For new customers, accounts will be set to the District average until the account can be reviewed at which time the lesser of the District average rate or first full billing cycle will be used until a winter billing cycle is established.

AR 9051.2 Disputed bills and fees

Any request for investigation of a disputed bill and/or fee must be made in writing. The fact that a bill may be in dispute does not justify non-payment. The bill shall be paid in full when due, while investigation and settlement of the dispute proceeds, or a payment plan established to avoid additional fees. If the District determines there has been a calculation error, the District will recalculate the charges back one year and apply an adjustment to the customer's account.

AR 9051.3 Bill adjustments

Leak Adjustments

The District may credit accounts if excessive delivery is the result of water leakage that occurs from underground or unexposed pipes beyond the discharge flange of the water meter. Credits may not be given when there is visible leakage, such as leaks from faucets, toilets, sprinklers and hose bibs or for wasteful use or the customer's acts, omissions or negligence.

The District must receive the request for credit in writing by completing an Adjustment Request Form within 60 days from the bill date of the bill that reflects the leakage. An adjustment will only be made after leaks have been repaired and it is reasonable to predict that the leak or loss will not occur again. The customer may be requested to submit repair receipts for verification that the leak has been repaired. Adjustments are for a single billing period and no more than one adjustment will be made to the same customer for the same premises in any five-year period.

When the District determines an adjustment is warranted, one-half (1/2) of the billed water costs in excess of the amount billed the previous year during the same billing period will be credited. If billing history has not been established for the same billing cycle for the previous year, the average of the water costs billed the previous six (6) billing cycles will be used. If the customer requesting the leak adjustment at the property where the leak occurred has not established usage history for six (6) billing cycles, the customer account is ineligible for an adjustment.

Residential Sewer Commodity Adjustments

The District may adjust accounts if excessive delivery is the result of water leakage that occurs from underground or unexposed pipes beyond the discharge flange of the water meter. The District will also take into consideration the filling of pools, and irrigation issues. Credits will not be given when the leakage enters into the sewer system to be treated, such as leaks from faucets and toilets.



El Dorado Irrigation District

**2015 WATER RESOURCES
AND
SERVICE RELIABILITY REPORT**

El Dorado Irrigation District
2890 Mosquito Road
Placerville, California 95667

Presented to the EID Board of Directors
August 10, 2015

**EL DORADO IRRIGATION DISTRICT
2013 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

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**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

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1 EXECUTIVE SUMMARY

The *Water Resources and Service Reliability Report* is updated annually to determine current water supply and water meter availability within the El Dorado Irrigation District (EID or District). Board Policy 5010, Water Supply Management, states that the District will not issue any new water meters if there is insufficient water supply. Administrative Regulation 5010, Water Availability and Commitments, outlines the responsibilities for annual reporting, shortages, and new meter restrictions. This policy and regulation provide the means to ensure that meter sales do not exceed water supply and infrastructure capacity. To determine the amount of water that will be available in the coming year for new meter sales, the District uses the firm yield of the water supply sources minus the total potential demand for all uses of this water.

The District's overall system firm yield is approximately 63,500 acre-feet. For purposes of calculating meter availability for the District, two water supply areas have been identified, one that primarily receives water pumped from Folsom Reservoir, and one that receives water by gravity flow from the eastern supply sources – Project 184 and Jenkinson Lake.

The supply areas are divided into the El Dorado Hills supply area and the Western/Eastern supply area. The demands of the District have been divided into three regions: 1) El Dorado Hills; 2) Western Region, which includes the communities of Bass Lake, Cameron Park, Shingle Springs, Logtown, El Dorado and Diamond Springs; and 3) Eastern Region, which includes Pleasant Valley, Sly Park, Pollock Pines, Camino, Placerville, and Lotus/Coloma. Water customers in each region are then further subdivided into user categories depending upon the type of use for the water, such as residential or commercial, turf or agricultural irrigation, or municipal delivery to the City of Placerville. A projected unit demand methodology was first developed for the *2011 Report* for all user categories in each demand region, and was held constant through the *2013 Report*. The EID Board did not approve a 2014 Report due to the drought. Therefore, a new unit demand calculation is included in this year's *2015 Report*.

**EL DORADO IRRIGATION DISTRICT
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The following table reflects the current water meter availability for the District.

2015 WATER METER AVAILABILITY	
EL DORADO HILLS SUPPLY AREA	WESTERN/EASTERN SUPPLY AREA
Water supply = 14,110 AF	Water Supply = 34,000 AF
Total Potential Demand = 11,085 AF	Total Potential Demand = 34,955 AF
Unallocated Water Supply = 3,025 AF	Unallocated Water Supply = 2,547 AF
Water Meter Availability = 4,088 EDUs	Water Meter Availability = 5,094 EDUs

This report also includes recycled water data, which is a valuable water resource for the District. The 2014 recycled water supply and demand data are presented for informational purposes.

2 SUMMARY OF WATER METER AVAILABILITY

The water meter availability for EID is tracked within two distinct water supply areas; the El Dorado Hills supply area and the Western/Eastern supply area, which are illustrated in Figure A. The unallocated water supply is calculated as annual acre-feet (AF), and then converted to equivalent dwelling units (EDUs).¹

Table 1 summarizes the respective water meter availability for these two water supply areas. The subsequent Tables 2 through 9 are used to calculate the system firm yield and potential demand for both areas in order to determine the water meter availability.

2.1 El Dorado Hills Supply Area

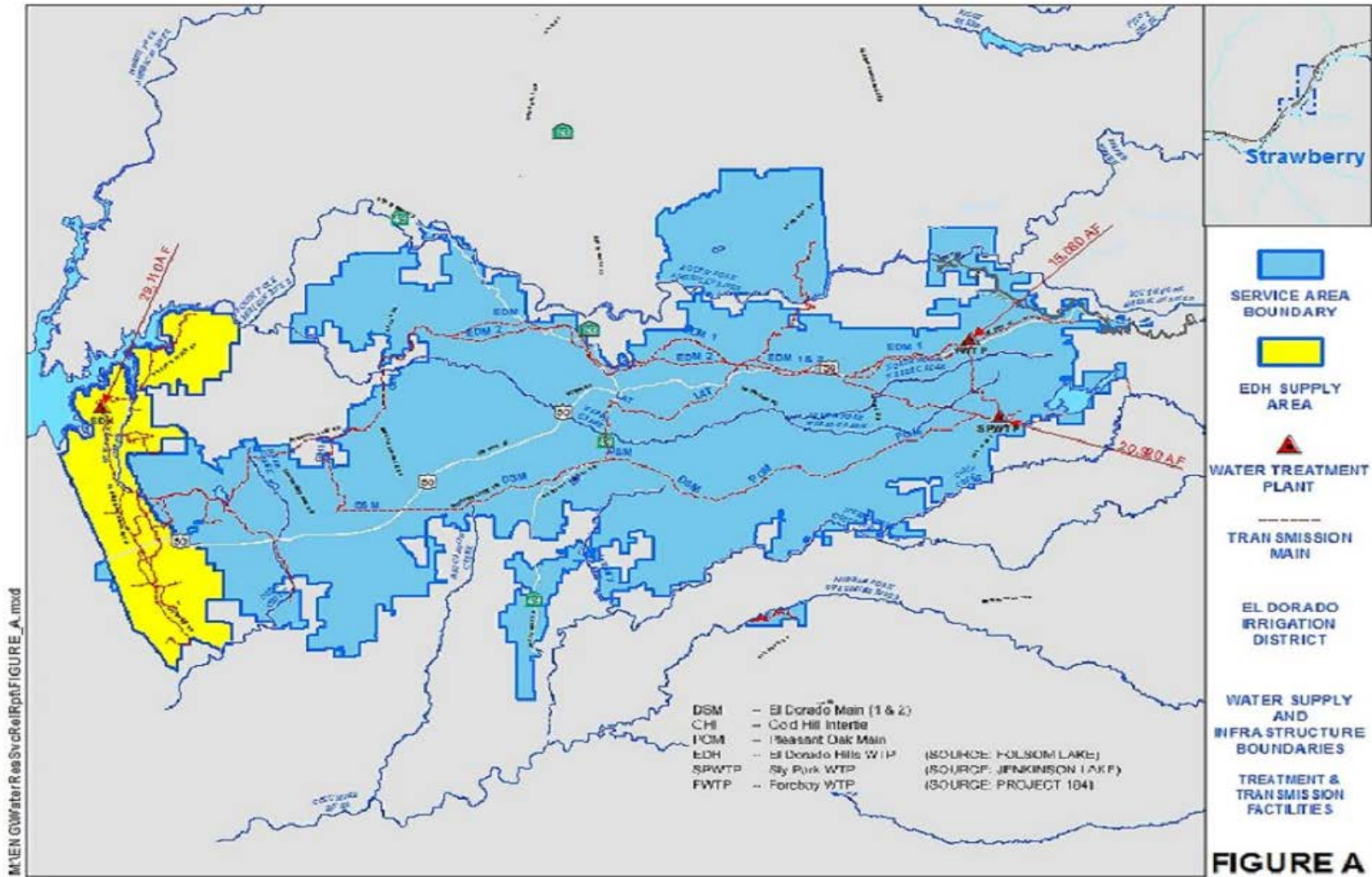
The water supply for the El Dorado Hills supply area is provided in Table 2. The water supply is delivered from Folsom Reservoir and the Gold Hill Intertie. The active demand is provided in Table 5. Latent demand is shown in Table 6, while other system demand is shown in Table 9. The resulting unallocated water supply for the year is provided in Table 1.

To convert the available water supply to meter availability, a new average unit demand was calculated based on actual historical demands. This per EDU demand was based on the average demands of single-family residential dwellings over a 10 year period between 2004-2013, with the high and low values removed to account for annual demand fluctuations.

In each supply area, there are several contractual commitments that have been established. These commitments are further described in Section 6, Commitments. The District's system of water supply and infrastructure is adequate to serve these commitments in addition to a general pool of meter availability.

¹ An EDU corresponds to a single-family residential dwelling served by a 3/4-inch water meter. Larger water meters, such as those for commercial applications, require additional EDUs.

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2.2 Western / Eastern Supply Area

The water supply for the Western / Eastern supply area is provided in Table 2, consisting of supplies from Project 184 and Jenkinson Lake. The active demand is provided in Table 7. Latent demand is shown in Tables 8A and 8B, while other system demand is shown in Table 9. The resulting unallocated water supply for the year is provided in Table 1.

To convert the available water supply to meter availability, a new average unit demand was calculated based on actual historical demands. This per EDU demand was based on the average demands of single-family residential dwellings over a 10 year period between 2004-2013, with the high and low values removed to account for annual demand fluctuations.

The District also has contractual commitments within the Western/Eastern supply area from existing water supplies; these commitments are provided in Section 6, Commitments. The District's system of water supply and infrastructure is adequate to serve these commitments in addition to a general pool of meter availability.

2.3 Calculation of Water Meter Availability

The following Tables 1 through 9 describe the system firm yield and calculate the potential demands of the two supply areas. Water meter availability is the difference between the available water supply and the total potential demand for each respective area. Total potential demand is the sum of active demand, latent demand, and other system demand. The active and latent demands have been determined using the average unit demands for each user category, multiplied by the number of active and latent accounts as of December 31st of the previous year. The other system demand uses a fixed 13% loss rate applied to the infrastructure and supply yields, along with a 5-year historical average of recycled supplementation and other authorized uses.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 1
WATER METER AVAILABILITY**

EL DORADO HILLS SUPPLY AREA		
Folsom Reservoir and GHI Supply (Table 3)	14,110	Acre-Feet
Calculated Potential Demand		
Active Demand (Table 5)	8,355	
Latent Demand (Table 6)	413	
Other System Demand (Table 9)	<u>2,316</u>	
Total Potential Demand	11,085	Acre-Feet
2015 Unallocated Water Supply	3,025	Acre-Feet
Supply minus Total Potential Demand		
Conversion to Equivalent Dwelling Units (EDUs)	0.74	Acre-Feet per EDU
<p>Average EDU demand from 10-year historical data for single-family residential dwellings in the El Dorado Hills Supply Area. (Table 4A and Appendix Table A)</p>		
2015 Water Meter Availability	4,088	EDUs^[1]
<p>[1] These EDUs are subject to the El Dorado Hills Contractual Commitments described in Section 6 and summarized in Table 10.</p>		

WESTERN / EASTERN SUPPLY AREA		
Supply from Eastern Sources (Table 2)	34,000	Acre-Feet
Calculated Potential Demand		
Active Demand (Table 7)	24,936	
Latent Demand (Tables 8A and 8B)	284	
Other System Demand (Table 9)	<u>6,233</u>	
Total Potential Demand	31,453	Acre-Feet
2015 Unallocated Water Supply	2,547	Acre-Feet
Supply minus Total Potential Demand		
Conversion to Equivalent Dwelling Units (EDUs)	0.50	Acre-Feet per EDU
<p>Average EDU demand from 10-year historical data for single-family residential dwellings in the Western / Eastern Supply Area. (Table 4B, and Appendix Tables B and C)</p>		
2015 Water Meter Availability	5,094	EDUs^[1]
<p>[1] These EDUs are subject to the Western / Eastern Contractual Commitments described in Section 6 and summarized in Table 11.</p>		

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**TABLE 2
SYSTEM FIRM YIELD
El Dorado Hills and Western / Eastern Supply Areas**

OVERALL SYSTEM FIRM YIELD	
EID's System Firm Yield -No Infrastructure Restrictions- Determined using the OASIS Model ^[1]	63,500 Acre-Feet
EL DORADO HILLS SUPPLY AREA	
Supply from Folsom Reservoir	12,110 Acre-Feet ^[2]
Folsom Reservoir and Gold Hill Intertie Annual Supply	14,110 Acre-Feet ^[3]
WESTERN / EASTERN SUPPLY AREA	
Supply from Eastern Sources (subtracting 2,000 AF exported to EDH via GHI)	34,000 Acre-Feet ^[4]

[1] The OASIS Model is a computer software package developed by HydroLogics, Inc. to model hydrologic conditions in conjunction with certain input parameters. The OASIS Model determines the firm yield of the integrated system, which includes Project 184, Jenkinson Lake, Folsom USBR contracts, Permit 21112 and ditch/Weber Reservoir water rights. The overall system firm yield determined by the OASIS Model is for planning level purposes.

[2] The supply from Folsom Reservoir consists of 7,550 AF from the USBR Folsom Contract, and 4,560 AF from ditch/Weber water rights. The supply would be reduced in dry-years, but supplemented by the 5-year Warren Act Contract of 8,500 AF from Permit 21112 supplies.

[3] The total El Dorado Hills supply includes 7,550 AF USBR contract, 4,560 AF ditch/Weber Warren Act Contract, and 2,000 AF supplied by the Gold Hill Intertie from eastern sources. In the event of dry year cutbacks to these supplies, the District has secured a 5-year Warren Act Contract for 8,500 AF from Permit 21112 supplies that can be used to supplement the cutback supplies.

[4] The supply for the Western / Eastern Supply Area consists of 15,080 AF from Project 184; and 20,920 AF from Jenkinson Lake. The supply is reduced to account for exported water to El Dorado Hills in the amount of 2,000 AF. During a critical dry year, the annual supply from Jenkinson Lake would be reduced pursuant to Board Policy 5010.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 3
EL DORADO HILLS WATER SUPPLY
El Dorado Hills Supply Area**

EL DORADO HILLS WATER SUPPLY Calculation of Annual Acre-Feet				
Year	USBR Water Service Contract	Ditch/Weber Reservoir Warren Act Contract	P21112 5-year Warren Act Contract (available to fill in cutbacks in dry years)	Calculated Annual Acre-Feet
2015	7,550	4,560	8,500	12,110

GOLD HILL INTERTIE (GHI) CAPACITY Calculation of Annual Acre-Feet	
Historical Annual Supply to El Dorado Hills (5-year average)	2,000

TOTAL EL DORADO HILLS WATER SUPPLY in Acre-Feet	14,110
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**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 4A
PROJECTED 2015 DEMAND PER SERVICE
El Dorado Hills Supply Area
In Acre-Feet**

User Categories	Demand per Service or Unit for the Previous 3-Years			Average Unit Demand from 10-Year ^[1] Historical Trend
	2012	2013	2014	
EL DORADO HILLS SUPPLY AREA				
Commercial	2.64	2.81	2.04	3.03
Multi-Family Residential (Units)	0.18	0.18	0.16	0.20
Recreational Turf Services	9.66	10.08	7.83	10.45
Single-Family Dual Potable	0.15	0.14	0.12	0.17
Single-Family Residential	0.67	0.70	0.52	0.74
Small Farm Irrigation	3.71	2.37	1.95	3.27

SERVICE ZONES WITHIN SUPPLY AREA (Zone #):

El Dorado Hills (02)

[1] Refer to Appendix Table A for the historical data used to calculate the Average Unit Demands. 2014 demands are not used due to drought conservation.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 4B
PROJECTED 2015 DEMAND PER SERVICE
Western / Eastern Supply Area
In Acre-Feet**

User Categories	Demand per Service or Unit for the Previous 3-Years			Average Unit Demand from 10-Year ^[1] Historical Trend
	2012	2013	2014	
WESTERN REGION				
Agricultural Metered Irrigation	7.00	8.57	6.24	11.61
Commercial	1.39	1.40	0.96	1.50
Ditches	14.50	15.50	7.50	14.97
Multi-Family Residential (Units)	0.22	0.23	0.19	0.24
Recreational Turf Services	12.74	13.90	9.54	14.23
Single-Family Dual Potable	0.18	0.18	0.16	0.18
Single-Family Residential	0.49	0.50	0.39	0.57
Small Farm Irrigation	2.94	2.54	2.05	3.40
EASTERN REGION				
Agricultural Metered Irrigation	16.01	16.26	12.96	18.46
Commercial	1.34	1.50	1.11	1.97
Ditches	53.27	26.63	26.04	25.36
Multi-Family Residential (Units)	0.20	0.19	0.16	0.22
Municipal (City of Placerville)	84.60	102.38	79.57	112.49
Recreational Turf Services	8.28	8.00	4.00	9.40
Single-Family Residential	0.33	0.35	0.27	0.40
Small Farm Irrigation	2.85	2.93	2.37	3.33
SERVICE ZONES WITHIN SUPPLY AREA (Zone #):				
<u>Western Region</u>				
Bass Lake (01), Cameron Park (04), Shingle Springs (05), Logtown (06), Diamond Springs/El Dorado (07)				
<u>Eastern Region</u>				
Lotus/Coloma (03), Swansboro (09), Camino (10), Pleasant Valley (11), Sly Park (12), Pollock Pines (13), North Placerville (18), South Placerville (28)				

[1] Refer to Appendix Tables B and C for the historical data used to calculate the Average Unit Demands. 2014 demands are not used due to drought conservation.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 5
ACTIVE DEMAND
El Dorado Hills Supply Area**

ACTIVE DEMAND			
Active Account Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 Services or Units	Calculated Active Demand in AF
Commercial	3.03	462	1,398
Multifamily Residential (Units)	0.20	1,430	286
Recreational Turf Services	10.45	36	376
Single-Family Dual Potable	0.17	1,981	331
Single-Family Residential	0.74	7,972	5,899
Small Farm Irrigation	3.27	20	65
Calculated Active Acre-Feet			8,355

EL DORADO HILLS - ACTIVE DEMAND in Acre-Feet	8,355
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[1] Refer to Appendix Table A for the historical data used to calculate the Average Unit Demands.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 6
LATENT DEMAND
El Dorado Hills Supply Area**

IDLE ACCOUNTS			
<i>Idle</i> Account Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Idle</i> Services or Units	Calculated <i>Idle</i> Demand in AF
Single-Family Residential	0.74	3	2
Subtotal <i>Inactive</i> Acre-Feet			2
UNINSTALLED ACCOUNTS			
<i>Uninstalled</i> Meter Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Uninstalled</i> Services or Units	Calculated <i>Uninstalled</i> Demand in AF
Commercial	3.03	31	94
Single-Family Dual Potable	0.17	510	85
Multi-Family Residential	0.20	0	0
Single-Family Residential	0.74	313	232
Subtotal <i>Uninstalled</i> Acre-Feet			411
Calculated Inactive and Uninstalled Acre-Feet			413
EL DORADO HILLS - LATENT DEMAND in Acre-Feet			413

[1] Refer to Appendix Table A for the historical data used to calculate the Average Unit Demands.

**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 7
ACTIVE DEMAND
Western / Eastern Supply Area**

WESTERN ACTIVE DEMAND			
User Categories for Active Accounts	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 Services or Units	Calculated Active Demand in AF
Agricultural Metered Irrigation	11.61	29	337
Commercial	1.50	910	1,364
Ditches	14.97	2	30
Mult-Family Residential (Units)	0.24	3,968	933
Recreational Turf Services	14.23	51	726
Single-Family Dual Potable	0.18	2,422	434
Single-Family Residential	0.57	13,557	7,785
Small Farm Irrigation	3.40	385	1,308
Calculated WESTERN Active Acre-Feet			12,917

EASTERN ACTIVE DEMAND			
User Categories for Active Accounts	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 Services or Units	Calculated Active Demand in AF
Agricultural Metered Irrigation	18.46	197	3,636
Commercial	1.97	360	709
Ditches	25.36	23	583
Mult-Family Residential (Units)	0.22	2,007	439
Municipal (City of Placerville)	112.49	14	1,575
Recreational Turf Services	9.40	28	263
Single-Family Residential	0.40	9,651	3,820
Small Farm Irrigation	3.33	298	994
Calculated EASTERN Active Acre-Feet			12,019

WESTERN / EASTERN - ACTIVE DEMAND in Acre-Feet	24,936
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[1] Refer to Appendix Tables B and C for the historical data used to calculate the Average Unit Demands.

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**TABLE 8A
WESTERN LATENT DEMAND
Western / Eastern Supply Area**

WESTERN Idle ACCOUNTS			
<i>Idle</i> Account Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Idle</i> Services or Units	Calculated <i>Idle</i> Demand in AF
Commercial	1.50	6	9
Ditches	14.97	0	0
Single-Family Dual Potable	0.18	0	0
Single-Family Residential	0.57	40	23
Subtotal WESTERN <i>Inactive</i> Acre-Feet			32

WESTERN UNINSTALLED ACCOUNTS			
<i>Uninstalled</i> Meter Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Uninstalled</i> Services or Units	Calculated <i>Uninstalled</i> Demand in AF
Commercial	1.50	46	69
Mult-Family Residential (Units)	0.24	34	8
Single-Family Dual Potable	0.18	29	5
Single-Family Residential	0.57	20	11
Subtotal WESTERN <i>Uninstalled</i> Acre-Feet			93

Calculated Inactive and Uninstalled Acre-Feet	125
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WESTERN / EASTERN - LATENT DEMAND in Acre-Feet	125
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[1] Refer to Appendix Tables B and C for the historical data used to calculate the Average Unit Demands.

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**TABLE 8B
EASTERN LATENT DEMAND
Western / Eastern Supply Area**

EASTERN INACTIVE ACCOUNTS			
<i>Idle</i> Account Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Idle</i> Services or Units	Calculated <i>Idle</i> Demand in AF
Agricultural Metered Irrigation	18.46	3	55
Commercial	1.97	3	6
Ditches	25.36	0	0
Mult-Family Residential (Units)	0.22	1	0
Recreational Turf Services	9.40	0	0
Single-Family Residential	0.40	73	29
Subtotal EASTERN <i>Inactive</i> Acre-Feet			90

EASTERN UNINSTALLED ACCOUNTS			
<i>Uninstalled</i> Meter Categories	Average Demand from Historical Data AF per Service or Unit ^[1]	2015 <i>Uninstalled</i> Services or Units	Calculated <i>Uninstalled</i> Demand in AF
Agricultural Metered Irrigation	18.46	3	55
Commercial	1.97	5	10
Single-Family Residential	0.40	9	4
Subtotal EASTERN <i>Uninstalled</i> Acre-Feet			69

Calculated Inactive and Uninstalled Acre-Feet	159
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EASTERN - LATENT DEMAND in Acre-Feet	159
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[1] Refer to Appendix Tables B and C for the historical data used to calculate the Average Unit Demands.

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**TABLE 9
OTHER SYSTEM DEMAND
El Dorado Hills and Western / Eastern Supply Areas
In Acre-Feet**

OVERALL DISTRICT				
Overall System Firm Yield	Historical Real and Apparent Losses (13%) [1]	5-Year Average Other Authorized Uses [2]	5-Year Average Recycled System Supplement	Estimated Other System Demands
63,500	8,300	1,913	381	10,594
OVERALL - OTHER SYSTEM DEMAND in Acre-Feet				10,594

EL DORADO HILLS SUPPLY AREA				
El Dorado Hills Infrastructure Restricted Yield	Historical Real and Apparent Losses (13%) [1]	5-Year Average Other Authorized Uses [2]	5-Year Average Recycled System Supplement	Calculated Other System Demands
14,110	1,834	383	99	2,316
EL DORADO HILLS - OTHER SYSTEM DEMAND in Acre-Feet				2,316

WESTERN / EASTERN SUPPLY AREA				
Western / Eastern Supply Based Yield	Historical Real and Apparent Losses (13%) [1]	5-Year Average Other Authorized Uses [2]	5-Year Average Recycled System Supplement	Calculated Other System Demands
34,000	4,420	1,531	282	6,233
WESTERN / EASTERN - OTHER SYSTEM DEMAND in Acre-Feet				6,233

[1] The estimated real and apparent losses of 13% have been applied to the infrastructure and supply based yields for each supply area.

[2] The other authorized uses and recycled water supplementation have been distributed between the Western/Eastern and El Dorado Hills supply areas.

3 METHODOLOGY

The methodology used in this report distinguishes the EDU availability for El Dorado Hills versus the remainder of the District, while at the same time ensuring that EDU allocations overall do not outpace either infrastructure capacity or available water supplies.

The OASIS modeling software was used to perform the firm yield modeling, based on historic hydrology. The model determines an overall District firm yield, which assumes that no infrastructure restrictions exist. This assumption provides the benefit of reporting a consistent firm yield number year after year, which only changes when additional supplies are added to the system. This number also gives the Board and the public a sense of the District's potential to deliver additional water as needed infrastructure projects are completed.

A separate calculation of supply was used to determine the available water supply for the El Dorado Hills supply area and Western/Eastern supply area:

- 1) El Dorado Hills supply area – This area receives both water pumped from Folsom Reservoir combined with water available by gravity flow from the Gold Hill Intertie (GHI).
- 2) Western/Eastern supply area – This area includes the remaining higher elevation areas of the District that currently receive gravity water supply from the District's eastern sources - Project 184 and Jenkinson Lake.

These two supply areas are shown in Figure A. This method provides an accurate way to analyze water availability that matches the capability and configuration of the District's water system.

3.1 EID Policies and Regulations Pertaining to EDU Allocations

The District is governed by both Board Policies and Administrative Regulations that were developed in 2006. Board Policy 5010 – Water Supply Management states that the District will not issue any new water meters if there is insufficient water supply. Administrative Regulation 5010 – Water Availability and Commitments outlines the responsibilities for annual reporting, shortages, and new meter restrictions. This policy and regulation provide a means to ensure that meter sales do not exceed supply or infrastructure capacity.

Board Policy 9020 – Establishing New Service and Administrative Regulation 9021 – Eligibility for New Service outline the process an applicant must comply with in order to purchase a water meter. As part of the application process for a project, an applicant must request a Facility Improvement Letter (FIL) from the District, which describes the existing system and any improvements that will be needed in order to receive service.

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For more complicated projects, the applicant must have a licensed engineer prepare a Facility Plan Report (FPR) for District review and approval. The FIL and FPR both assess the adequacy of the water system to provide service to the applicant and thereby identify the necessary improvements that must be constructed prior to the issuance of water meters. These facility improvements range from distribution facilities that must be funded and constructed by the developer, to District financed capital improvement projects such as transmission mains and storage tanks.

The applicant can receive service only when the required facilities are completed and accepted by the District. These regulations and service procurement procedures, coupled with the guidelines in this report of meter availability, provide a solid basis to ensure that both adequate supply and infrastructure are in place to serve existing and new connections throughout the District.

4 SYSTEM FIRM YIELD ANALYSIS

Table 2 summarizes the overall system firm yield of 63,500 AF as calculated by the OASIS computer model. This number represents an overall water demand that cannot be exceeded until new supplies are added. The overall system firm yield is then broken down into the two supply areas to calculate meter availability. The El Dorado Hills supply is 14,110 AF, which includes a water service contract with the United States Bureau of Reclamation (USBR) for 7,550 AF, a Warren Act contract for the Ditch/Weber Reservoir water rights totaling 4,560 AF, and 2,000 AF from the Gold Hill Intertie. The District also has access to 8,500 AF of its Permit 21112 supply that is available to supplement these Folsom supplies in the event of dry year cutbacks.

The Western/Eastern supply is 36,000 AF, consisting of 15,080 AF from Project 184 and approximately 21,000 AF from Sly Park's Jenkinson Lake. The supply is reduced to 34,000 AF, however, to account for 2,000 AF exported to serve the El Dorado Hills supply area.

4.1 Water Rights Permit 21112

The District holds Water Rights Permit 21112 in the amount of 17,000 AF per year from the State Water Resources Control Board (SWRCB). This entitlement is in addition to the 15,080 AF pre-1914 consumptive water supply associated with Project 184. Although Project 184 operations make the Permit 21112 supplies available, permit conditions require that: 1) the water made available must be diverted at Folsom Reservoir, and 2) the District must enter into a Contract with Reclamation for such diversions. The District has been working for several years to secure a long-term Contract for this reliable water supply. The long-term Contract application was first submitted to Reclamation in June of 2004. In 2015, the District successfully negotiated an 8,500 acre-foot (AF), five-year Contract with Reclamation. This Contract will allow the District to utilize one-half of the full water right from Project 184 supplies while the

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legal, political, and regulatory hurdles of the long-term coordinated operations of the State Water Project and Central Valley Project continue to be addressed and allow Reclamation to enter into a long-term Contract for the full 17,000 AF total supply. For purposes of this report, the 8,500 AF supply is available to supplement the other two Folsom Reservoir supplies when they are cut back in dry years.

4.2 Rediversion of Existing Water Rights to Folsom Reservoir

In the 1990s, the District began an initiative to convert ditch customers to the treated, piped system whenever feasible. The goal was to minimize the use of ditches in favor of the more efficient, less costly piped system. Over time, the District succeeded in removing all customers from the Summerfield Ditch, Gold Hill Ditch, and Farmers Free Ditch. Under California's water rights system, however, the District could maintain the water rights associated with these ditches only if it made a new beneficial use of the water supplies within five years of ceasing ditch operations. The District met this requirement by executing a series of one-year Warren Act Contracts with USBR. (The Warren Act is a federal law that authorizes USBR to contract with others to use excess capacity in federal facilities to store or convey water belonging to others.) Under those one-year contracts, the District allowed the water formerly turned into these ditches to pass downstream to Folsom Reservoir, where the District withdrew it to supply service zones in the El Dorado Hills area.

In May 2004, the District moved to make this arrangement permanent by submitting an application for a long-term Warren Act Contract. Specifically, the District sought to introduce into Folsom Reservoir the waters of Slab Creek that were previously diverted into the Summerfield Ditch, the waters of Hangtown Creek that were previously diverted into the Gold Hill Ditch, and the waters of Weber Creek - both natural flows and stored releases from Weber Reservoir - that were previously diverted or re-diverted into the Farmers Free Ditch. The creek diversions are under rights that pre-date the Water Commission Act of 1914 and as such, are not under the jurisdiction of the State Water Resources Control Board (SWRCB). In contrast, the right to store water in Weber Reservoir is under license issued by the SWRCB, and therefore SWRCB approval was required to change the point of rediversion, place of use, and purposes of use to match the new operations. The District applied for this SWRCB approval in November 2004, and the SWRCB issued a revised water rights license to accommodate the new operations in October 2007. Meanwhile, the District and USBR negotiated language for the long-term contract and continued to execute successive one-year contracts. The District also completed the project's environmental review under California Environmental Quality Act (CEQA) in June 2005.

USBR obtained federal Endangered Species Act clearances from the United States Fish and Wildlife Service in late 2009, and from the National Marine Fisheries Service in 2010. USBR also completed its environmental assessment under the National Environmental Policy Act (NEPA) in late 2009, and issued a NEPA Finding of No Significant Impact concurrent with approval of the contract. During much of this time, USBR's progress was slowed or halted by its involvement in numerous still-pending

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Endangered Species Act and NEPA lawsuits challenging USBR's operation of the Central Valley Project (of which Folsom Reservoir is a part).

The long-term Warren Act Contract has a term of 40 years. The maximum contract amount is 4,560 acre-feet per year. This total reflects the best estimate of the yields of these various water rights in a normal water year, based upon limited actual data and computer modeling. The contract total also assumes a 15% conveyance loss between the former points of diversion and Folsom Reservoir. The actual total yield will vary from year to year, based on hydrologic conditions, but the amount taken in any year will be determined by the amount of water the District introduces into the reservoir. Unlike CVP contracts, this contract has no USBR-controlled shortage provisions. The assumed 15% conveyance loss can later be adjusted by mutual agreement, based on operational data, without amending the contract. The water is to be used for municipal and industrial (M&I) purposes in the El Dorado Hills area.

5 TOTAL POTENTIAL DEMAND

The total potential demand has been calculated for each class of service using historical 2004-2013 demands to determine an average unit demand. The highest and lowest annual demands from a 10 year period were excluded from the average. 2014 demands were not included in the calculation to due to the reduction in demand resulting from the drought. The unit demand values are held constant for a three-year period, including the *2015 Report*, to avoid large EDU changes caused by annual demand fluctuations. A new unit demand calculation will be completed for the *2018 Report* to account for more recent demand data.

5.1 Average Demand by User Category

Tables 4A and 4B summarize the average demand per active meter for each user category over the last three years for the two designated supply areas of El Dorado Hills and Western/Eastern. The tables also show the average unit demand for each category. The user categories include: single-family and multi-family residential, single-family dual plumbed dwellings (potable), small farm irrigation, agricultural metered irrigation, ditches, recreational turf services, commercial/industrial, and municipal water sales to the City of Placerville.

5.2 Active Demand

Table 5 summarizes the active demand for the El Dorado Hills supply area, and Table 7 the active demand for the Western/Eastern supply area. The active accounts, or dwelling units for multi-family, have been multiplied by the average unit demand for each user category from Tables 4A and 4B, respectively.

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5.2.1 Active Accounts

This category includes water meters that are installed in the ground, have an active billing status, and are charged a minimum bi-monthly billing regardless of recorded water use during the prior year. Pursuant to Article 3, Section 22280 of the California State Water Code, the Board of Directors adopted a policy on September 23, 1987 that requires all metered accounts to be billed from the date the water meter is installed. Therefore, any meters installed after 1987, or any meters that have changed ownership since 1987, are considered to be active accounts and are included in this category.

5.2.2 Active Meters

Tables 4A and 4B summarize the average demand per service for the previous 3 years. Table 4A reports the average demand per service for the El Dorado Hills supply area; and Table 4B reports the average demand per service for the Western/Eastern supply area. In the case of multi-family residential, the projected unit demand is calculated per dwelling unit rather than per service to better represent the unit demands.

5.3 Latent Demand

Table 6 summarizes the latent demand for the El Dorado Hills supply area, and Tables 8A and 8B summarize the latent demand for the Western/Eastern supply area. The latter area has been further separated into the Western and Eastern demand regions in order to more accurately calculate unit demands. Table 4B lists the individual service zones for these demand regions, and Figure B illustrates the service zones. The inactive accounts and uninstalled meters have been multiplied by the projected unit demand from the historical data for each user category from Tables 4A and 4B.

5.3.1 Inactive Accounts

This category includes water meters that are installed in the ground but idle as of December 31st of the previous year. This category also includes water meters purchased prior to 1987 that were then allowed to remain idle, and have had no changes in ownership or recorded water use since 1987.

5.3.2 Uninstalled Meters

This category includes water meters that have been purchased to serve a parcel of land, but have not yet been installed nor has an account been set up for minimum billing purposes as of December 31st of the previous year. This category also includes those meters purchased under the “Crawford Allocation” during the declared Water Emergency in 1990, which are not required to be installed until needed.

5.4 Other System Demand

Table 9 summarizes the other system demand for the El Dorado Hills supply area and the Western/Eastern supply area. The other system demand includes real losses of water into the ground due to leaks and breaks, apparent or paper losses such as meter inaccuracies, supplementation of potable water to the recycled system, and other authorized uses of water such as operational flushing or environmental flows. A fixed 13% rate for real and apparent losses has been applied to the available water supply, both infrastructure and supply based yields.

Real and apparent losses are a major component of the calculation to determine the District's "Other System Demand." Minor components include supplementation to the recycled system and other authorized uses. Five years of historical data are now available for these demands which allows for a 5-year average to be calculated in order to minimize yearly variations.

5.4.1 Authorized Uses

The majority of authorized uses include potable water that is metered and billed to EID customers, and raw water that is both metered and unmetered, but billed to EID customers. Both of these categories are classified as revenue water and include not only the metered residential, commercial, and irrigation customers, but also private fire service connections and construction meters. In addition, EID receives assessments from Improvement District No. 97 – metered raw water releases to Clear Creek for aesthetics flow maintenance; and the Knolls Reservoir Assessment District – metered potable water releases for reservoir level maintenance.

Authorized use of water also includes EID operational uses that are classified as non-revenue water because they are unbilled, but include both metered and unmetered uses. Examples of non-revenue water would include water quality and operational flushing, reservoir operational overflows, water meter testing, and the flushing and cleaning of sewage lift stations and the sewage collection system.

5.4.2 Potable Water Supplement to Recycled System

Potable water has been used to supplement the recycled water system since 2002 and is also included to calculate the District's "Other System Demand" in Table 9. Recycled water is used for residential and commercial landscape and turf irrigation. Several recycled water storage tanks are the primary receiving points for supplemental potable water.

It is usually necessary to make releases to these receiving points during the summertime but during peak demand periods. The potable water system will continue to supplement the recycled system unless and until additional recycled supply is available to meet recycled water demand. Refer to Section 7, Recycled Water System, for information regarding the recycled water supply and demand.

6 COMMITMENTS

The District has several contractual commitments for water supply in both the El Dorado Hills and Western/Eastern supply areas. Below is a description of each of these commitments, along with their impact upon the District's existing and future water supplies. The methodology used in allocating EDUs under the board policies and administrative regulations ensures that the required infrastructure is built prior to the purchase of meters for the remaining commitments. Refer to Section 3.1, "EID Policies and Regulations Pertaining to EDU Allocations," for a description of this governance.

6.1 El Dorado Hills Supply Area

The contractual commitments for the El Dorado Hills supply area is provided in Table 10.

6.1.1 Assessment District No. 3

In May of 1985, Assessment District No. 3 (AD3) was formed as a means to finance expansions and improvements to the El Dorado Hills water and sewer systems and related facilities.¹ The ultimate capacity of AD3 was based on 9,074 annual AF of water supply because of the likelihood that EID would be able to contract for additional water supplies beyond the current (1985) contracted amount of 7,550 AF. Using 600 gallons per dwelling unit per day or 0.67 AF/year,² the 9,074 AF was estimated to support 13,543 dwelling units or the equivalent.³ At the time AD3 was formed, EID was estimated to be serving or committed to serve 2,563 EDUs. Consequently, there was additional water capacity for approximately 10,980 EDUs.

6.1.2 Buy-ins to AD3

Subsequent "buy-ins" to AD3 were then allowed for both water and sewer service for parcels that were not participants in the original formation. In October of 1989, however, the District Board of Directors adopted Resolution No. 89-167 that revoked the ability of parcels to buy into AD3 for water service, until such time as the District determined that additional water supply was available to land already within the current boundaries of AD3.

¹ Tax Free Municipal Bonds, El Dorado Irrigation District, El Dorado County, California, Assessment District No. 3, Phase Two, Final Offering Statement dated May 30, 1985.

² From a 1981 EID water system analysis of El Dorado Hills.

³ The formation of AD3 was based on dwelling units, also known as equivalent dwelling units (EDUs). An EDU corresponds to a single-family residential dwelling served by a 3/4-inch water meter. Larger water meters, such as those for commercial applications, required additional EDUs.

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6.1.3 Monte Vista Parcels

In April of 1994, the District Board of Directors took action to “grandfather” the existing parcels within the Monte Vista area into AD3 when this area was connected to the El Dorado Hills water system by a pipeline extension. This area had previously been served directly from Folsom Reservoir through a small water treatment plant. Water quality issues required EID to either upgrade the treatment plant or connect the Monte Vista water system to the El Dorado Hills system. The pipeline extension was the preferred solution and the connection was made.

6.1.4 Weber Dam Advanced Funding Agreement

In December of 2000, the District entered into an “Advanced Funding Agreement” (AFA) with Serrano Associates LLC, Russell-Promontory LLC (AKT Development), El Dorado Hills Investors LTD, and Lennar Renaissance Inc., known in the agreement as the “Interested Parties.” These investors were willing to provide advanced funding of \$4,000,000 to the District to reconstruct Weber Dam in exchange for the guarantee of 540 AF of water supply from existing District supplies. The water supply was to be used solely for and upon those properties owned by the Interested Parties, located within AD3, and that were annexed to EID on or before the effective date of the AFA. The District also made available under this agreement an additional 140 AF of existing water supply for individual parcels known as the “Benefited Parties.” These specific parcels were entitled to purchase water connections for their properties on a “first-come, first-served” basis, consistent with District policies, procedures, and regulations.

The Board approved a new agreement in February 2011 that provides a 10-year extension of the Interested Parties commitments.

6.1.5 Wetsel-Oviatt Agreement and Subsequent Amendment

In September of 2003, the District entered into a “Settlement Agreement” with Wetsel-Oviatt, Inc., (Wetsel) which established a pool of 1,900 AF/yr of water supply available solely to Wetsel from new water sources, of which not less than 1,600 AF/yr would be potable water and the remainder would be recycled water.

The new water supplies were defined as any water supply that increased the system-wide firm yield above 43,280 AF/yr; and the available water supplies to the El Dorado Hills region above 10,976 AF/yr. The new water supplies included Water Rights Permit 21112 for 17,000 AF/yr; the District’s share of the prospective water service contract for 15,000 AF/yr contemplated by Public Law 101-514 (Fazio Water); and the permanent transfer in point of diversion to Folsom Reservoir of the water rights associated with the District’s Farmer’s Free Ditch, Gold Hill Ditch, Summerfield Ditch, and Weber Reservoir.

2010 Amendment

In 2010, The District and Sierra Pacific Industries (successor in interest to Wetsel-Oviatt) executed an amendment to the Wetsel-Oviatt Settlement Agreement. The

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amendment released three-fourths of this contractual commitment, or 1,120 AF, through December 31, 2014. During the term of the amendment, SPI was eligible to purchase service connections for only 25% of the amount of potable water supplies in the pool established by EID, or 374 acre-feet. This amendment expired at the end of 2014.

For the *2015 Report*, the new water supply that has been added to the El Dorado Hills supply area found in Table 2 includes 4,560 AF/yr from the Ditch/Weber water rights for a total supply of 12,110 AF from Folsom Reservoir. The incremental new water supply made available above 10,976 AF/yr is therefore 1,134 AF/yr.

The agreement also states that for so long as the cumulative total of new water supplies is less than 3,800 AF/yr, then 50% shall be dedicated to the Wetsel pool and 50% shall become part of EID's generally available supplies. Accordingly, 567 AF/yr of potable water has been established for the "Wetsel" pool.

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6.1.6 Carson Creek Agreement

In December of 2007, the District entered into an agreement with AKT Carson Creek Investors, LLC for provision of services and advance partial purchase of Facility Capacity Charges (FCCs). Under the agreement, AKT Carson Creek Investors, LLC made an advance deposit of \$4,337,500 against future FCC liability. In exchange, the District provided assurance of future water, recycled water, and wastewater service for up to 1,240 dual-plumbed residential units. The agreement benefited the District financially by “smoothing” the dramatic fluctuation in FCC revenues the District would otherwise experience. The agreement benefited the developer of the property by making the property eligible to purchase service, as available, on a par with the beneficiaries of other contractual commitments.

The agreement was amended in 2014 based on the determination that use of recycled water for irrigation of front and backyards of single family homes was not economically feasible. However the amended agreement maintained the commitment to provide water supply for 1,240 residential units.

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**TABLE 10
STATUS OF COMMITMENTS
El Dorado Hills Supply Area**

EQUIVALENT DWELLING UNITS (EDUs)				
Type of Commitment	Zone	Original Commitments	EDUs Sold or Expired	Remainder of Commitments Zone 1 and/or 2 ^[1]
Considered in the Formation of AD3 Existing Dwelling Units - 2,563 New Dwelling Units - 10,980	1, 2	13,543	12,263	1,280
Buy-ins Allowed to AD3	2	568	568	0
Monte Vista Parcels	2	112	63	49
Advanced Funding Agreement	1, 2	1,000	757	244
	Zone	Total Potable Commitment (AF)	Current potable commitment (AF)	EDU commitment
Wetsel-Oviatt Agreement ^[2] ^[3]	2	1,600	567	766
	Zone	Original Commitments	EDUs Sold	EDU commitment
Carson Creek Agreement ^[3]	2	1,240	0	1,240
TOTAL EDU COMMITMENTS				3,579
EL DORADO HILLS COMMITMENTS in EDUs				3,579

[1] Zone 2 is the El Dorado Hills Service Zone. Zone 1 is the Bass Lake Service Zone.

[2] This commitment is conditional upon certain augmentations to the District's water supply. With increases in supply to EDH, 567 AF of potable water has been assigned to this pool.

[3] This agreement secured 1,240 dual-plumbed residential units for the Carson Creek property. The agreement was amended in 2014 to change from recycled water dual-plumbed homes to full potable homes in exchange for FCC surcharges to fund water conservation projects.

6.2 Western / Eastern Supply Area

The total contractual commitments for the Western/Eastern supply area is provided in Table 11.

6.2.1 Apple Mountain

In April of 2001, the District entered into a “Water Service Agreement” with Apple Mountain, LP for property known as the Apple Mountain Golf Course. The District committed to provide up to 270 AF/yr of water for golf course irrigation and non-potable uses. The annual amount is further restricted with no more than 240 AF between May 15 and October 15; and no more than 60 AF in each of the months of July and August.

The golf course's highest annual use was 197 Acre-Feet and is included as an Agricultural Metered Irrigation account, therefore approximately 73 Acre-Feet remain to be committed. The Average Unit Demand projection of 0.40 AF/YR for the Eastern Region (Table 4B) has been used to make the conversion. ($73/0.40 = 183$ EDUs)

6.2.2 Bell Ranch

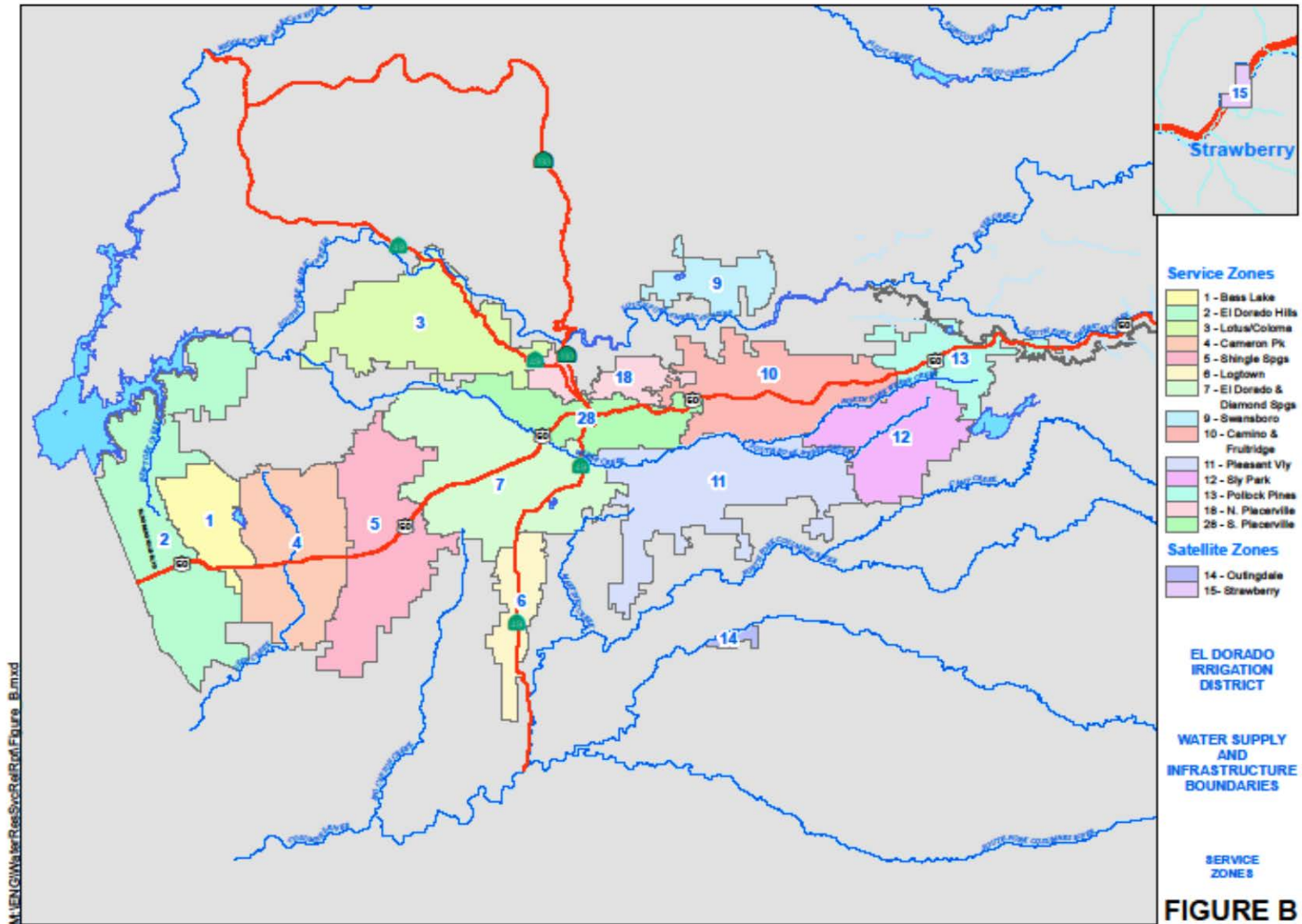
In June of 2002, the District entered into a “Settlement Agreement” with Bell Ranch Properties, LTD in order to acquire approximately 4.83 acres of Bell Ranch Property for the purpose of constructing the Bass Lake water storage tanks. The Bass Lake Tanks project is part of the District’s distribution system for potable water that serves portions of the Cameron Park and Bass Lake areas. In exchange for the 4.83 acres of land, the District guaranteed, from existing supplies, 113 water and sewer connections, subject to terms and conditions, annexation of Bell Ranch property, and payment of all Facility Connection Charges (FCCs) and fees in effect at the time application for service is made.

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**TABLE 11
STATUS OF COMMITMENTS
Western / Eastern Supply Area**

COMMITMENTS - EQUIVALENT DWELLING UNITS (EDUs)					
Type of Commitment	Zone	Original Commitments		EDUs Sold	Remainder of Commitments
Bell Ranch Settlement Agreement	1	113		0	113
Sub-Total					113
	Zone	Original Commitment (AF)	Highest Amount Used (AF)	Remaining Commitment (AF)	Converted to EDUs
Apple Mountain Water Service Agreement	10	270	197	73	183
TOTAL COMMITMENTS in EDUs					296
WESTERN / EASTERN COMMITMENTS in EDUs					296

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7 RECYCLED WATER SYSTEM

A summary of the recycled water supply for the District has been included in the water supply and demand reporting since 2000. The following sections document the current recycled water supply and demand data for the District.

7.1 Supply and Demand Summary

The total recycled water supply includes supply from the El Dorado Hills Wastewater Treatment Plant (EDHWWTP), the Deer Creek Wastewater Treatment Plant (DCWWTP), and direct potable supplementation to the recycled system. Refer to Table 14.

7.1.1 Supply

The supply to the recycled water system is dependent upon wastewater treatment plant influent flow and storage. The sources of recycled supply include: 1) the EDHWWTP influent and storage; 2) the DCWWTP influent; and 3) points of direct potable water supplementation. The WWTP sources provide supply through facilities that were built in accordance with the *Water Reclamation Master Plan*. The location of these facilities is illustrated in Figure C.

7.1.2 Demand

The demand for recycled water is based upon the actual usage of active meters as of December 31st of the previous year. The total potential demand includes the active demand (Table 12), plus a calculated demand for inactive accounts and uninstalled recycled water meters (Table 13).

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**TABLE 12
2014 ACTIVE DEMAND
Recycled Water System**

ACTIVE DEMANDS			
Active Account Categories	2014 Active Services	2014 Demand in Acre-Feet	Acre-Feet per service
Commercial / Industrial Recycled ^[1]	148	542	3.66
Recreational Turf Recycled ^[2]	12	497	41.42
Single-Family Dual Recycled	3,951	1,374	0.35
TOTALS	4,111	2,413	--

[1] The Commercial / Industrial Recycled accounts include outside irrigation of commercial landscaping and street medians.

[2] The Recreational Turf Recycled accounts serve publicly or privately owned property that may accommodate organized recreational activities, and for which the primary use of the recycled water is for turf irrigation and associated landscaping (i.e. parks, ball fields, and school turf).

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**TABLE 13
2014 LATENT DEMAND
Recycled Water System**

INACTIVE ACCOUNTS			
<i>Inactive</i> Account Categories	2014 Demand Acre-Feet per Account	2014 <i>Idle</i> Accounts	Calculated <i>Inactive</i> Demand in Acre-Feet
Commercial / Industrial Recycled	3.66	0	0
Single-Family Dual Recycled	0.35	0	0
Subtotal <i>Inactive</i> Acre-Feet			0

UNINSTALLED METERS			
<i>Uninstalled</i> Meter Categories	2014 Demand Acre-Feet per Meter	2014 <i>Uninstalled</i> Meters	Calculated <i>Uninstalled</i> Demand in Acre-Feet
Commercial / Industrial Recycled	3.66	0	0
Single-Family Dual Recycled	0.35	539	187
Subtotal <i>Uninstalled</i> Acre-Feet			187

Calculated Inactive and Uninstalled Acre-Feet	187
---	-----

RECYCLED WATER SYSTEM - LATENT DEMAND in Acre-Feet	187
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**EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT**

**TABLE 14
2014 SUPPLY and DEMAND SUMMARY
Recycled Water System
In Acre-Feet**

2014 SUPPLY					
Wastewater Treatment Plant Supply ^[1]		Reservoir Storage Supply		Direct Potable Supplementation to Recycled System ^[4]	TOTAL SUPPLY
El Dorado Hills	Deer Creek	El Dorado Hills ^[2]	Bass Lake ^[3]		
1,462	913	224	0	117	2,492

2014 DEMAND					
ACTIVE DEMAND			LATENT DEMAND		
Authorized Metered and Billed	Authorized Unbilled Uses ^[5]	TOTAL	Inactive	Uninstalled	TOTAL
2,413	107	2,520	0	187	187

2013 REAL AND APPARENT LOSSES		
Total 2014 Supply	Total 2014 Active Demand	2014 Real and Apparent Losses ^[6]
2,492	2,520	-28

[1] Data from Total Daily Recycled Supply file prepared by WWTP Operations

[2] The 224 acre-feet (73 MG) of storage is the revised reservoir capacity, with the actual supply used from storage being included in the El Dorado Hills Wastewater Treatment Plant supply of 1,462 acre-feet.

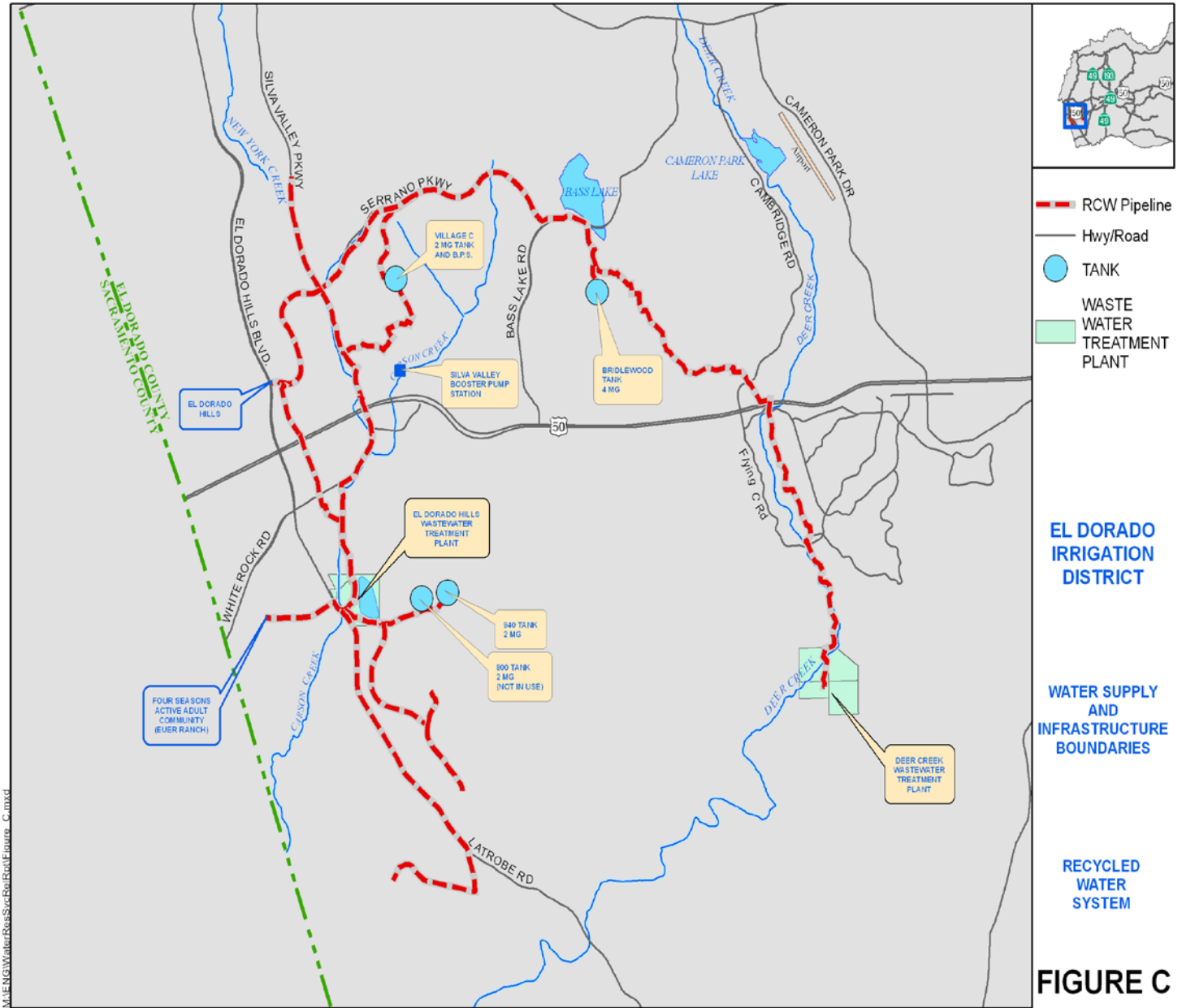
[3] Actual raw water supply that was pumped out of Bass Lake Reservoir into the recycled water system. 700 AF available.

[4] Direct supplementation includes potable water supplied in 2013 to the 940, Bridlewood, and Village C recycled water storage tanks, and to the Serrano Golf Course.

[5] Operational changes in 2009 - plant water now is pumped internally prior to effluent flow meter. Not a recorded demand.

[6] The 2014 real and apparent losses are within 2% of recycled water production meter accuracy, which is consistent with previous years' reports. Voluntary conservation measures in 2014 in response to statewide drought conditions also reduced overall supply and demand of recycled water by approximately 24% compared to 2013.

EL DORADO IRRIGATION DISTRICT 2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT



8 GLOSSARY – Terms and Definitions

The following terms and definitions are tailored to reflect the terminology of the El Dorado Irrigation District (EID). In general terms, the normal water measurements used by EID are as follows: cubic feet (CF) for metered customer demands; acre-feet (AF) for water supplies; cubic feet per second (CFS) or million gallons per day (MGD) for flow rates and treatment plant capacities; and miners inches (MI) for some ditch deliveries.

Active Water Accounts

Any account established after September 1987 where the meter has been installed and the account is charged a minimum bi-monthly billing, regardless of recorded water use; or any account established prior to September 1987 which has recorded water use or has changed ownership since 1987. Excludes those accounts temporarily disconnected for non-payment of a bill or seasonal accounts.

Active Water Meters

Any water meter installed in the ground with recorded water use during the reporting year.

Assessment District No. 3 (AD3)

An assessment district formed on May 30, 1985 that offered tax free municipal bonds to finance the expansion and improvement of the El Dorado Hills water and sewer systems and related facilities.

Authorized Uses

The majority of authorized use generates revenue, and includes both potable water that is metered and billed to EID customers, and raw water that is both metered and unmetered but billed to EID customers. The other minor portion of authorized uses includes District operational uses of potable water that are considered non-revenue water because they are unbilled, and include both metered and unmetered uses.

Contiguous Water System

The main, interconnected transmission and distribution system of the District, generally between the Sly Park and Forebay water treatment plants in the east, and the El Dorado Hills water treatment plant in the west, excluding the satellite water systems in the communities of Outingdale and Strawberry.

Contractual Commitments

Legal obligations of the District to reserve water supply or provide water service to designated parties, entered into by the adoption of a Board resolution, the formation of an assessment district, or the signing of a contract. Refer to Tables 10 and 11.

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Crawford Allocation

The EID Board of Directors considered the “Crawford Project Water Allocation Plan,” on April 23, 1990, in response to a water emergency declared on March 12, 1990. The Crawford Ditch Project was to net EID nearly 2,800 AF of new water, which equated approximately 3,500 EDUs. Resolution No. 90-87 was adopted on April 30, 1990, adding a surcharge of \$2,200 to the Facility Capacity Charge (FCC) for each new water meter sold under the allocation plan. These funds were then used to make improvements to the Crawford Ditch System as well as EID’s Reservoir 7 water treatment plant. Water meters purchased under the Crawford Allocation were not required to be installed at the time of purchase, but rather only as needed. These meters are in the latent demand as uninstalled meters. Over time, the number of Crawford Allocation uninstalled meters has steadily diminished as these projects are built and the meters are installed.

Dual Plumbed Dwellings

Single-family dwellings that receive recycled water for front and back yard landscape irrigation, and potable water for domestic household use.

Equivalent Dwelling Unit (EDU)

An EDU pertains to the average water demand for a detached, single-family dwelling unit served by a 3/4-inch water meter, and is referenced within this report as acre-feet per year (AF). This demand is measured at the customer’s water meter, and therefore does not include losses in the delivery system. Larger water meters, such as those for commercial applications, required additional EDUs. An EDU should further be defined as a dwelling unit in the El Dorado Hills or Western / Eastern Supply Areas.

Inactive Water Account

This category includes water meters purchased prior to 1987 that were then allowed to remain idle, and have had no changes in ownership or recorded water use since 1987.

Infrastructure Based Yield

A reduction in the supply based yield of a supply area, whereas an infrastructure constrained yield is determined by the maximum day capacity of existing facilities rather than hydrology. In El Dorado Hills, the infrastructure based yield is a combination of the water treatment plant capacity and the Gold Hill Intertie transmission main. Refer to Table 3.

EL DORADO IRRIGATION DISTRICT
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Metered Water Demand (Consumption)

The total amount of measured and billed water that is delivered through the customer's meter. This demand is usually measured and billed once every two months, and reported statistically on an annual calendar basis.

Monte Vista

A community along Salmon Falls Road to the northeast of El Dorado Hills, possibly named after the old Monte Vista Campground, and at one time a separate District service zone called the Monte Vista / Salmon Falls (Zone 1) until it was connected and incorporated into the El Dorado Hills Service Zone 2.

OASIS Model

A computer software package developed by HydroLogics, Inc. to model the historic hydrologic conditions in conjunction with certain input parameters to optimize the firm yield of the integrated system, which includes Project 184, Jenkinson Lake, Folsom USBR contracts, and Permit 21112. The overall system firm yield is determined by the OASIS Model for planning level purposes.

Peaking Factor

The difference between an average day of demand, in million gallons per day or MGD, and a maximum day of demand, used in this report to determine the annual capacity of the El Dorado Hills Water Treatment Plant, Gold Hill Intertie and Diamond Springs Main in acre-feet. Refer to Table 3.

Potential Water Demand

A calculated annual amount of water demand based upon a historical 10-year average, excluding high and low, for each user category to determine the total potential demand, which includes active, latent, and other system demands.

Recycled Water

Tertiary treated and disinfected wastewater effluent meeting the water quality requirements of the Department of Health Services Title 22 regulations that is pure enough for human contact but not for human consumption. Within EID, recycled water is used solely for landscape and turf irrigation, including residential landscaping, golf courses, parks, and other uses where human body contact is a potential occurrence.

Supply Areas

The two areas are the El Dorado Hills supply area and the Western/Eastern supply area as illustrated in Figure A. El Dorado Hills receives water from Folsom Lake, with additional water provided by gravity flow from the Gold Hill Intertie (GHI). The Western/Eastern includes all other service zones (Figure B) that currently receive gravity water supply from the District's eastern sources – Project 184 and Jenkinson Lake.

EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT

Service Zones

The individual service zones illustrated in Figure B, consisting of 14 contiguous service zones and 2 satellite water systems. The boundary between service zones is usually a storage tank or reservoir.

Single-Family Dual Potable

A single-family residential dwelling unit served with potable water for inside uses and recycled water for outside irrigation.

Supplement to the Recycled System

The quantity of potable water that is needed to make up the difference between what the recycled water system is able to produce and the demand for recycled water, due to a lack of seasonal recycled water storage.

Supply Based Firm Yield

The combined firm yield from Jenkinson Lake, FERC Project 184, USBR water service contracts from Folsom Reservoir, and Permit 21112, based on water year hydrology not restricted by infrastructure. Refer to Table 2.

System Firm Yield

According to District Administrative Regulation No. 5010, *Water Availability and Commitments*, the *Water Resources and Service Reliability Report* will use a system firm yield method to determine that sufficient water supply exists to meet potential demands. Under this methodology, approximately 95% of the time sufficient water supply is available to meet normal water demands, but during the remaining 5% of the time water shortages may occur. Such shortages may result in the implementation of voluntary or mandatory conservation measures.

Unallocated Water Supply

The quantity of water supply available for sale during the reporting year, which is the difference between the system firm yield, supply based or infrastructure based, and the total potential demand. Calculated as annual acre-feet and then converted to an equivalent dwelling unit.

Uninstalled Water Meters

A meter which has been purchased to serve a parcel of land, but has not been installed nor has an account been set up for billing purposes.

EL DORADO IRRIGATION DISTRICT
2015 WATER RESOURCES AND SERVICE RELIABILITY REPORT

User Categories

Designates different water rate structures used within the financial billing system, which are then used to separate classes of services for statistical reporting. The user categories include single-family and multi-family residential; single-family dual potable; commercial/industrial; small farm, agricultural, ditch, recreational turf and domestic irrigation; and municipal water sales to the City of Placerville.

Warren Act Contract

A one-year or multiple-year contract between the District and the United States Bureau of Reclamation (USBR), which authorizes and charges a fee for the use of a Federal facility, such as Folsom Reservoir, to store non-Federal water for District use.

Water Supply Management Conditions

According to District Administrative Regulation No. 5011, Water Supply Management Conditions, incremental steps would be needed to manage increasing levels of shortages due to either drought or water emergency. Specific procedures are outlined in the above referenced water supply matrix, although the District is in the process of completing a comprehensive drought plan that will eventually replace the water supply matrix.

Water Year

A continuous 12-month period during which a complete cycle occurs, arbitrarily selected from the presentation of data relative to hydrologic or meteorological phenomena. The U.S. Geological Survey uses the period October 1 to September 30 in the publication of its records of stream flow.

APPENDICES

**EL DORADO IRRIGATION DISTRICT
2013 WATER RESOURCES & SERVICE RELIABILITY REPORT**

**APPENDIX TABLE A
EL DORADO HILLS HISTORICAL TRENDS
EL DORADO HILLS SERVICE AREA**

User Category	Historical Unit Demands in Acre-Feet											Average ^[1]
	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Unit Demand
Commercial	3.86	3.48	3.45	3.81	2.92	1.90	2.69	2.42	2.64	2.81	2.04	3.03
Multi-Family Residential (Units)	0.21	0.20	0.22	0.22	0.21	0.24	0.18	0.17	0.18	0.18	0.16	0.20
Recreational Turf Services	14.76	11.18	11.75	10.90	11.16	10.43	8.45	8.31	9.66	10.08	7.83	10.45
Single-Family Dual Potable	0.22	0.18	0.17	0.17	0.17	0.20	0.15	0.16	0.15	0.14	0.12	0.17
Single-Family Residential	0.80	0.74	0.78	0.83	0.83	0.78	0.61	0.59	0.67	0.70	0.52	0.74
Small Farm Irrigation	---	---	1.27	3.81	4.63	3.17	3.93	3.25	3.71	2.37	1.95	3.27

[1] The average unit demands were developed for the 2015 Water Resources Report using years 2004 through 2013. Demands in 2014 are not used because they are influenced by drought conservation. Unit demands were estimated by excluding the historical maximum and minimum values and averaging the remaining values. The unit demand for the 2015 Report will be held constant and not recalculated each year in order to avoid large EDU changes caused by annual demand fluctuations. The unit demand will be recalculated for the 2018 report.

SERVICE ZONES WITHIN SERVICE AREA (Zone #):

El Dorado Hills (02)

**EL DORADO IRRIGATION DISTRICT
2013 WATER RESOURCES & SERVICE RELIABILITY REPORT**

**APPENDIX TABLE B
WESTERN REGION HISTORICAL TRENDS
Western / Eastern Service Area**

User Category	Historical Unit Demands in Acre-Feet											Average ^[1]
	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Unit Demand
Agricultural Metered Irrigation	22.54	13.60	10.96	13.90	16.07	11.59	10.75	7.42	7.00	8.57	6.24	11.61
Commercial	1.70	1.60	1.70	1.64	1.42	1.46	1.38	1.32	1.39	1.40	0.96	1.50
Ditches	10.08	17.78	14.58	15.27	14.58	14.98	13.36	17.00	14.50	15.50	7.50	14.97
Multi-Family Residential Units	0.27	0.23	0.24	0.25	0.25	0.26	0.20	0.20	0.22	0.23	0.19	0.24
Recreational Turf Services	19.77	14.02	16.18	16.40	15.70	13.04	11.84	11.47	12.74	13.90	9.54	14.23
Single-Family Dual Potable	0.15	0.17	0.17	0.19	0.19	0.23	0.18	0.18	0.18	0.18	0.16	0.18
Single-Family Residential	0.66	0.58	0.63	0.65	0.66	0.60	0.47	0.43	0.49	0.50	0.39	0.57
Small Farm Irrigation	4.64	3.38	4.12	3.55	3.85	3.11	3.05	3.18	2.94	2.54	2.05	3.40

[1] The average unit demands were developed for the 2015 Water Resources Report using years 2004 through 2013. Demands in 2014 are not used because they are influenced by drought conservation. Unit demands were estimated by excluding the historical maximum and minimum values and averaging the remaining values. The unit demand for the 2015 Report will be held constant and not recalculated each year in order to avoid large EDU changes caused by annual demand fluctuations. The unit demand will be recalculated for the 2018 report.

SERVICE ZONES WITHIN SERVICE AREA (Zone #):

Western Region

Bass Lake (01), Cameron Park (04), Shingle Springs (05), Logtown (06), Diamond Springs/El Dorado (07)

**EL DORADO IRRIGATION DISTRICT
2013 WATER RESOURCES & SERVICE RELIABILITY REPORT**

**APPENDIX TABLE C
EASTERN REGION HISTORICAL TRENDS
Western / Eastern Service Area**

User Category	Historical Unit Demands in Acre-Feet											Average ^[1]
	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Unit Demand
Agricultural Metered Irrigation	25.50	18.62	20.31	21.22	21.39	18.71	15.13	12.68	16.01	16.26	12.96	18.46
Commercial	2.40	2.45	2.27	2.46	2.38	2.00	1.44	1.26	1.34	1.50	1.11	1.97
Ditches	23.10	20.86	29.11	24.10	26.47	30.78	17.24	21.81	53.27	26.63	26.04	25.36
Multi-Family Residential Units	0.24	0.22	0.23	0.23	0.23	0.23	0.20	0.20	0.20	0.19	0.16	0.22
Municipal-City of Placerville	164.65	151.45	152.02	150.73	102.21	83.64	72.87	64.53	84.60	102.38	79.57	112.49
Recreational Turf Services	12.01	13.63	10.70	9.39	9.65	9.89	7.24	7.28	8.28	8.00	4.00	9.40
Single-Family Residential	0.47	0.41	0.44	0.45	0.45	0.41	0.32	0.29	0.33	0.35	0.27	0.40
Small Farm Irrigation	4.54	3.49	4.02	4.71	3.77	2.63	2.44	2.12	2.85	2.93	2.37	3.33

[1] The average unit demands were developed for the 2015 Water Resources Report using years 2004 through 2013. Demands in 2014 are not used because they are influenced by drought conservation. Unit demands were estimated by excluding the historical maximum and minimum values and averaging the remaining values. The unit demand for the 2015 Report will be held constant and not recalculated each year in order to avoid large EDU changes caused by annual demand fluctuations. The unit demand will be recalculated for the 2018 report.

SERVICE ZONES WITHIN SERVICE AREA (Zone #):

Eastern Region

Lotus/Coloma (03), Swansboro (09), Camino (10), Pleasant Valley (11), Sly Park (12), Pollock Pines (13), North Placerville (18), and South Placerville (28)

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Chart 1: Fees, Deposits, and Penalties	2022	2023
DESCRIPTION	AMOUNT	AMOUNT
Account Set-up Fee		
Field trip to read meter	\$50.00	
Previous meter read used	\$10.00	
Annexation		
Processing Deposit for parcels located outside of the Central Valley Project Consolidated Place of Use (time, materials, and overhead charged against deposit)	\$1,000.00	
Processing Deposit for parcels located inside of the Central Valley Project Consolidated Place of Use which also requires inclusion by the Bureau of Reclamation (time, materials, and overhead charged against deposit)	\$5,000.00	
Commercial/Industrial (less than five acres)	\$2,000.00	
Residential (five lots or less)	\$2,000.00	
Clerk to the Board Service Fees		
Subscription to Board agendas - mailed (per year)	\$54.00	
Emailed media of Board meeting (not to exceed \$10 per meeting)	TBD	
Digital media of Board meeting (not to exceed \$10 per meeting)	\$10.00	
Bond Segregation / Re-apportionment Deposit		
Engineering, legal, and administration costs charged against deposit (minimum charge)	\$1,000.00	
Customer Maintenance Call Fee		
Charged if repair is determined to be the customer's responsibility (amount includes normal and reasonable charges based on time, materials, and 20% overhead)	TBD	
Delinquent Accounts Penalty		
Late Payment Penalty (applied to any past due account for any unpaid balance greater than \$10.00)	\$10.00	
Lien Penalty (penalty incurred when a lien is placed on a property for non-payment, does not include county filing fee for release after paid)	\$50.00	
Second Notice Fee	\$25.00	
Ditch Flow Adjustment Fee (Field Service Call)		
Reimbursement for the cost of the field trip to adjust the weir(s) during routine maintenance periods	\$130.00	
Extension of Facilities Application - Plan Check Deposit	\$1,000.00	
Extension of Facilities Agreement - Inspections Deposit	TBD	
Facility Improvement Letter (FIL)		
Reimburses District costs to review fire flow requirements, parcel maps, rezoning, use permits, commercial developments, industrial developments, general plan amendments, and subdivisions		
Apartment/School/Condo	\$800.00	
Fire Hydrant, PFS Only and/or Flow Info Only	\$400.00	

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Residential / Parcel Split (less than 5 lots) and Commercial (less than 5 acres) – WATER ONLY	\$600.00	
Residential / Parcel Split (less than 5 lots) and Commercial (less than 5 acres) – WATER AND SEWER	\$800.00	
Residential Subdivisions (5 lots and greater) and Commercial (5 acres and greater)	\$1,000.00	
Revision/One-year extension (one-time only)	\$200.00	
Facility Plan Report (FPR) Deposit	\$3,000.00	
Labor costs charged against deposit		
Field Calls		
Field Service Call	\$130.00	
AMI Field Check (Field Service call)	\$130.00	
After hours call/stand-by fee (in addition to the Field Service Call)	\$45.00	
Flow and pressure data		
Field pressure test (Field Service Call)	\$130.00	
Fire sprinkler design data	\$185.00	
Fire flow test	\$250.00	
High Pressure Transmission Main Maintenance Fee (one-time)	\$3,500.00	
Wastewater Discharge Permit Fees		
Categorical or Significant Industrial User (CIU/SIU) bi-monthly fee	\$394.11	
Non-SIU / NSCIU / ZCIU / FSE Permittee bi-monthly fee	\$38.40	
Automotive Permittee bi-monthly fee	\$8.58	
Non-permitted or accidental discharge	See chart 2	
Inspections		
Backflow Prevention Assembly (BPA) Testing and Internal Component Maintenance		
3/4 inch BPA bi-monthly fee	\$10.87	
1 inch BPA bi-monthly fee	\$11.77	
1 1/4 inch BPA bi-monthly fee	\$14.78	
1 1/2 inch BPA bi-monthly fee	\$16.23	
2 inch BPA bi-monthly fee	\$17.05	
2 1/2 inch BPA bi-monthly fee	\$27.62	
3 inch BPA bi-monthly fee	\$42.14	
4 inch BPA bi-monthly fee	\$55.79	
6 inch BPA bi-monthly fee	\$60.21	
8 inch BPA bi-monthly fee	\$72.48	
On-site Facility Inspection Fee		
11 Month Warranty inspection deposit - Commercial	\$500.00	
11 Month Warranty inspection deposit - Residential Subdivision (\$1,000.00-\$5,000.00)	TBD	
Recycled Water On-site Facility Inspection Fee		
Developer Landscaping - front yard only (per lot)	\$400.00	
Developer Landscaping - front and back yards (per lot)	\$325.00	
Developer Landscaping - commercial (\$400.00-\$1,000.00)	TBD	

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Wastewater Inspection Fee (per unit of service)		
Residential (includes first and final residential)	\$200.00	
Each additional trip (Field Service Call)	\$130.00	
Mailing	TBD	
Normal and reasonable charges based on item size, weight, and mailing method used (UPS, FedEx, USPS, etc.)		
New Water Outlet and/or Sewer Service		
Residential Fire Sprinkler Meter Upsize (from 3/4" to 1")	\$776.00	
Road Encroachment Permit	\$600.00	
Service/Outlet Deposit (based on time and materials)	TBD	
Variance Request	\$110.00	
Written Estimate (per service)	\$150.00	
Sub-meter plan check and inspection	\$150.00	
Quitclaim Fee	\$170.00	
Recreation Fees		
Sly Park Recreation Area		
Camping fees are per night and includes 1 vehicle, 1 RV Dump, and a limit of 8 people per site		Limit of 6 people per site
Standard Campsite	\$35.00	\$37.00
Senior (62) / Military with ID / Disabled	\$32.00	\$35.00
Family Campsite (2 vehicles, 12 people)	\$80.00	\$85.00
Waterview Campsite	\$50.00	\$55.00
Pinecone Strip Campsite	\$45.00	\$50.00
Black Oak Equestrian Campsite	\$50.00	
Senior (62) / Military with ID / Disabled	\$45.00	
Boat Launch	\$12.00	
Cancellation Fee (No refund if cancellation is less than 4 days)	\$15.00	
Extra Vehicle	\$15.00	
Late Checkout Fee (if available)	\$20.00	
Over Limit People Fee (per person per night subject to approval, maximum 2 people per site)	\$15.00	
Pet (per night)	\$5.00	
Reservation/Change Fee (non-refundable)	\$10.00	
Group Areas (fees are per night, includes up to 50 people)		
Group Area 1	\$350.00	\$370.00
Group Area 1 - Holidays	\$370.00	\$390.00
Group Area 2	\$350.00	\$370.00
Group Area 2 - Holidays	\$370.00	\$390.00
Group Area 3	\$310.00	\$330.00
Group Area 3 - Holidays	\$325.00	\$345.00
Group Area 4	\$310.00	\$330.00
Group Area 4 - Holidays	\$325.00	\$345.00

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Scout Hill (for organized Youth Groups only)		
Nightly fee per person	\$4.00	
Reservation Fee	\$25.00	
Event Center	\$350.00	\$370.00
Event Center - Holidays	\$370.00	\$390.00
Cleaning Deposit	\$300.00	
Reservation/Change Fee (non-refundable)	\$25.00	
Cancellation Fee (if more than 14 days prior to arrival, within 14 days there is no refund)	\$50.00	
Day Use (Entrance fees, fees are per day)		
Vehicle	\$15.00	
Vehicle - Holidays	\$20.00	
Senior (62) / Military with ID / Disabled	\$10.00	
Oversize Vehicle	\$25.00	
Oversize Vehicle – Holidays	\$30.00	
Senior (62) / Military with ID / Disabled	\$20.00	
Boat Launch	\$12.00	
Senior (62) / Military with ID / Disabled	\$10.00	
Pet (per pet)	\$5.00	
Annual Day Use Permits - Cost Per Year. Valid 12 months from month of purchase.		
Vehicle	\$170.00	
Senior (62) / Military with ID / Disabled	\$135.00	
Vehicle & Boat	\$295.00	
Senior (62) / Military with ID / Disabled	\$245.00	
Other Fees		
Equestrian staging day use fee	\$5 per day	
Walk-in day use fee	\$5 per day	
RV Dump	\$30 per dump	
Caples Lake and Silver Lake		
Day Use (fee is per day)	\$5.00	
Boat Launch (boat launch fees include vehicle fee)	\$10.00	
Silver Lake West Campground		
Camping fee is per day and includes 1 vehicle, limit of 6 people per site		
Camping	\$30.00	
Senior (62) / Military with ID / Disabled	\$25.00	
Extra Vehicle	\$15.00	
Pet (per pet)	\$5.00	
Film Production Fees (includes film/photography and prep/strike)		
Daily Permit- Films		
01-20 people	\$750.00	

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

21-50 people	\$1,500.00	
51-100 people	\$3,000.00	
Daily Permit- Commercial and Still Photography		
01-20 people	\$450.00	
21-50 people	\$750.00	
51-100 people	\$1,500.00	
Mooring Facility	\$745.00	\$765.00
Public requests (digital media) - per storage device	\$10.00	
Public requests (paper copy) - per page	\$0.10	
Copies and Fax transmissions (per page)		
8-1/2" x 11"	\$0.10	
18" x 15" (400 scale system map)	\$1.00	
31" x 36" (200 scale system map)	\$1.50	
36" Rolling stock reproductions	\$0.75	
Standard handouts	No charge	
Document on digital media	\$10.00	
Manuals/Binders/Reports:		
Engineering report (based on report size and availability)	TBD	
Engineering plans and specifications (based on report size and availability)	TBD	
Returned Item EFT & Checks	\$20.00	
Temporary Water Use		
Hardware deposit	\$4,000.00	
Moving fee (Field Service Call)	\$130.00	
Permit Fee (fixed meters)	\$35.00	
Bulk water station minimum purchase	\$10.00	
Bulk water station water charge (per 1,000 gallons)	\$8.86	

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Chart 2: Fines

Violation	First Occurrence	Second Occurrence	Third Occurrence
Installation/Modification in violation of the District's Standards, Policies and Regulations	<ul style="list-style-type: none"> • Written correction notice • Remediation must be completed within 90 calendar days of notice 	<ul style="list-style-type: none"> • \$100 fine • Written violation notice • Remediation must be completed within 7 calendar days of notice 	<ul style="list-style-type: none"> • \$500 fine • \$100 bimonthly compliance inspection fee for 1 year • Termination of recycled water service if not corrected within 1 year of violation
Installation/Modification in violation of State Regulation	<ul style="list-style-type: none"> • Written violation notice • Remediation must be completed within 90 calendar days of notice 	<ul style="list-style-type: none"> • \$100 fine • Written violation notice • Remediation must be completed within 7 calendar days of notice 	<ul style="list-style-type: none"> • \$500 fine • \$100 bimonthly compliance inspection fee for 1 year • Termination of recycled water service
Use of Recycled Water in Violation of State or District Standards, Policies and Regulations	<ul style="list-style-type: none"> • Written violation notice • Immediate termination of recycled water service 	<ul style="list-style-type: none"> • \$100 fine • Immediate termination of recycled water service 	<ul style="list-style-type: none"> • \$500 fine • \$100 bimonthly compliance inspection fee for 1 year • Immediate termination of recycled water service
Operational non-compliance	<ul style="list-style-type: none"> • Written warning • Immediate termination of operational non-compliance 	<ul style="list-style-type: none"> • \$100 fine • Immediate termination of operational non-compliance 	<ul style="list-style-type: none"> • \$100 fine • 50% rate penalty for 1 year • \$100 bimonthly compliance inspection fee for 1 year

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

<p>Unintentional cross connection</p>	<ul style="list-style-type: none"> • Written violation notice • Immediate temporary termination of service until cross-connection remediation in accordance with District Administrative Regulation 5021 	<ul style="list-style-type: none"> • Written violation notice • \$100 fine • Immediate temporary termination of service until cross-connection remediation in accordance with District Administrative Regulation 5021 • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$250 fine • \$100 bimonthly compliance inspection fee for 1 year • Immediate temporary termination of service until cross-connection remediation in accordance with District Administrative Regulation 5021 • Reimbursement of staff time • Individuals/entities that are not District customers are prohibited from future access to the District's water system for one year
<p>Intentional cross connection</p>	<ul style="list-style-type: none"> • Written violation notice • \$1,000 fine • Immediate termination of service until cross-connection remediation in accordance with District Administrative Regulation 5021 • Reimbursement of staff time 	<ul style="list-style-type: none"> • Written violation notice • \$3,000 fine • Immediate termination of service until cross-connection remediation in accordance with District Administrative Regulation 5021 • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$10,000 fine • Permanent termination of service • Individuals/entities that are not District customers are prohibited from future access to the District's water system
<p>Theft of water (Potable or Recycled)</p>	<ul style="list-style-type: none"> • Written violation notice • \$1,000 fine • Commodity charge for water used • Reimbursement of staff time • Termination of service 	<ul style="list-style-type: none"> • Written violation notice • \$2,500 fine • Commodity charge for water used • Reimbursement of staff time • Suspension from temporary water use 	<ul style="list-style-type: none"> • Written violation notice • \$5,000 fine • Commodity charge for water used • Reimbursement of staff time • Suspension from temporary water

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

		program for 6 months	use program for 12 months
Temporary Water Use Equipment Damage	<ul style="list-style-type: none"> • \$100 fine • Reimbursement for all damaged District equipment • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$250 fine • Reimbursement for all damaged District equipment • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$500 fine • Reimbursement for all damaged District equipment • Reimbursement of staff time
Failure to submit wastewater discharge initial or renewal permit application by established deadline.	<ul style="list-style-type: none"> • \$50 fine daily and/or • Temporary termination of water service until application has been approved by the District 		
Any violation of a wastewater discharge permit other than failure to apply/renew permit	<ul style="list-style-type: none"> • Minimum \$50 and up to \$1,000 per day per violation or the actual costs of treatment, maintenance, repair or enforcement to the District, whichever is greater 		
Applicant agreement, Engineer's Report, or User Reclamation Plan non-compliance	<ul style="list-style-type: none"> • \$2,500 minimum fine or regulatory fine assessed to District, whichever is greater • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$5,000 minimum fine or regulatory fine assessed to District, whichever is greater • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$10,000 minimum fine or regulatory fine assessed to District, whichever is greater • Reimburse staff time
Tampering with District hardware / infrastructure	<ul style="list-style-type: none"> • \$250 fine • Explanation letter • Reimbursement of staff time 	<ul style="list-style-type: none"> • \$500 fine • Explanation letter • Reimbursement of staff time 	<ul style="list-style-type: none"> • Termination of service
Tampering with water meter	<ul style="list-style-type: none"> • \$100 fine 	<ul style="list-style-type: none"> • \$250 fine • Explanation letter 	<ul style="list-style-type: none"> • \$500 fine + time and materials • Potential meter removal • Explanation letter
Livestock in ditch	<ul style="list-style-type: none"> • Written warning 	<ul style="list-style-type: none"> • \$250 fine • Explanation letter 	<ul style="list-style-type: none"> • \$500 fine • Explanation letter

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Not allowing ingress/egress	<ul style="list-style-type: none"> • Written warning 	<ul style="list-style-type: none"> • \$250 fine • Explanation letter 	<ul style="list-style-type: none"> • \$500 fine • Explanation letter
Sewer Violation No SSO/Spill	<ul style="list-style-type: none"> • Written violation notice • \$1,000 fine • Reimbursement of staff time 	<ul style="list-style-type: none"> • Written violation notice • \$3,000 fine • Reimbursement of staff time 	<ul style="list-style-type: none"> • Written violation notice • \$5,000 fine • Reimbursement of staff time
Sewer Violation with SSO/Spill	<ul style="list-style-type: none"> • Written violation notice • \$3,000 fine • Reimbursement of staff time 	<ul style="list-style-type: none"> • Written violation notice • \$5,000 fine • Reimbursement of staff time 	<ul style="list-style-type: none"> • Written violation notice • \$10,000 fine • Reimbursement of staff time

EID Schedule of Miscellaneous Fees, Deposits, Penalties, and Fines

Chart 3: Meter Charges	2022
DESCRIPTION	AMOUNT
Meter - Including AMR and Installation	
¾" Potable Meter on Outlet	\$667
1" Potable Meter on Outlet	\$776
¾" DP Potable Meter on Outlet	\$805
1" DP Potable Meter on Outlet	\$917
¾" Recycled Meter on Outlet	\$698
1" Recycled Meter on Outlet	\$798
¾" Meter with Tap	Time & Material
1" Meter with Tap	Time & Material
All meters 1.5" and larger	Time & Material
Displacement Meters	
¾" SRII Meter: Potable	\$192
¾" SRII Meter: Recycled	\$214
1" SRII Meter: Potable	\$261
1" SRII Meter: Recycled	\$283
Class II Turbine Meters (Omni T2)	
1.5"	\$990
2"	\$1,177
3"	\$1,469
4"	\$2,854
6"	\$5,139
Automated Meter Reading (AMR) Equipment	
Meter Transceiver Unit (MXU)	\$174
¾" – 2" SR & SRII Electronic Comm. Register (ECR)	\$81
Meter Boxes	
B-9 Box w/ Concrete Lid (potable meter in a dual plumbed configuration only)	\$58
B-12 Box w/ Cast Lid	\$137
B-16 Box w/ Cast Lid	\$155
B-30 Box w/ Cast Lid	\$248
B-36 Box w/ Cast Lid	\$321
B-40 Box w/ Cast Lid	\$549
3" – 10"	
Backflow devices	
¾" Backflow device	\$129
1" Backflow device	\$141

**EL DORADO IRRIGATION DISTRICT
BI-MONTHLY RATE SCHEDULE**

Adopted: December 13, 2021
Effective: January 01, 2022

BASE CHARGES	2022	COMMODITY CHARGES (per cf)	2022
WATER		WATER	
Single Family Residential		Single Family Residential	
5/8" and 3/4" meters	\$66.60	0 - 1,800 cf	\$0.018964
1" Residential with Private Fire Service	\$66.60	1,801 - 4,500 cf	\$0.022889
1"	\$98.88	Above 4,500 cf	\$0.026851
1 1/2"	\$172.70		
1 1/2"T	\$204.98		
2"	\$264.94		
2"T	\$264.94		
3"	\$534.89		
3"T	\$560.15		
4"	\$760.60		
4"T	\$989.12		
6"	\$1,507.87		
6"T	\$2,087.31		
8"T	\$3,575.20		
10"T	\$5,663.17		
12"T	\$7,450.77		
Single Family Dual Plumbed Residential ^[1]	\$50.06		
Multi-Family Residential and Commercial/Landscape		Multi-Family Residential and Commercial/Landscape	
5/8" and 3/4" meters	\$71.67	All usage	\$0.022186
1"	\$107.50		
1 1/2"	\$189.42		
1 1/2"T	\$225.26		
2"	\$291.81		
2"T	\$291.81		
3"	\$568.27		
3"T	\$619.46		
4"	\$875.44		
4"T	\$1,095.59		
6"	\$1,725.29		
6"T	\$2,411.32		
8"T	\$4,116.14		
10"T	\$6,518.94		
12"T	\$8,154.30		
Recreational Turf		Recreational Turf	
5/8" and 3/4" meters	\$61.53	All usage	\$0.022186
1"	\$90.27		
1 1/2"	\$155.96		
1 1/2"T	\$184.70		
2"	\$238.07		
2"T	\$238.07		
3"	\$459.78		
3"T	\$500.83		
4"	\$706.12		
4"T	\$882.66		
6"	\$1,387.65		
6"T	\$1,937.81		
8"T	\$3,304.99		
10"T	\$5,234.28		
12"T	\$6,646.53		
Agricultural Irrigation (with residence) and Small Farms		Agricultural Irrigation (with residence) and Small Farms	
5/8" and 3/4" meters	\$66.60	0 - 1,800 cf	\$0.018964
1"	\$73.46	1,801- 4,500 cf	\$0.022889
1 1/2"	\$92.83	Above 4,500 cf	\$0.002116
1 1/2"T	\$101.31		
2"	\$117.05		
2"T	\$117.05		
3"	\$169.17		
3"T	\$194.55		
4"	\$255.10		
4"T	\$307.17		
6"	\$384.96		
6"T	\$618.38		
8"T	\$1,021.62		
10"T	\$1,618.00		
12"T	\$2,071.50		

**EL DORADO IRRIGATION DISTRICT
BI-MONTHLY RATE SCHEDULE**

Adopted: December 13, 2021
Effective: January 01, 2022

BASE CHARGES	2022	COMMODITY CHARGES (per cf)	2022
WATER		WATER	
Agricultural Irrigation (without residence) and Raw meterec		Agricultural Irrigation (without residence)	
5/8" and 3/4" meters	\$18.11	All usage	\$0.002116
1"	\$24.45		
1 1/2"	\$45.97		
1 1/2"T	\$54.44		
2"	\$70.19		
2"T	\$70.19		
3"	\$106.33		
3"T	\$147.69		
4"	\$208.24		
4"T	\$260.31		
6"	\$409.25		
6"T	\$571.51		
8"T	\$974.75		
10"T	\$1,543.78		
12"T	\$2,024.64		
RAW WATER RATES		RAW WATER RATES	
Metered Landscape Irrigation ^[2]		Metered Landscape Irrigation / Seasonal Continuous Flow	
Raw Water Year Round- 1/2" flow	\$137.10	All usage	\$0.002116
Raw Water Year Round- 1" flow	\$274.19		
Raw Water Year Round- 2" flow	\$548.39		
Raw Water Year Round- 4" flow	\$1,096.79		
Raw Water Year Round- >4" flow (per inch of flow)	\$274.19		
WASTEWATER RATES		WASTEWATER RATES	
Residential flat rate District average ^[3]	\$133.98	Single Family Residential	
Single Family Residential	\$68.89	All usage	\$0.040684
Multi Family Residential (per unit)	\$31.00	Multi-Family Residential	
Commercial - (all categories)	\$69.76	All usage	\$0.031995
Commercial without water service (per unit)	\$125.87	Commercial/Industrial	
Schools, per student and staff (billed annually)	\$12.96	Commercial - Low	\$0.048790
		Commercial - Medium/Low	\$0.071851
		Commercial - Medium	\$0.105179
		Commercial - Medium/High	\$0.165536
		Commercial - High	\$0.360608
RECYCLED WATER RATES		RECYCLED WATER RATES	
Single Family Dual Plumbed Residential ^[1]	\$16.54	Dual Plumbed Residential	
Commercial Landscape/Recreational Turf		0 - 3,000 cf	\$0.009482
5/8" and 3/4"	\$36.86	3,001 - 4,500 cf	\$0.016019
1"	\$54.04	Above 4,500 cf	\$0.024167
1 1/2"	\$93.35	Commercial Landscape	
1 1/2"T	\$110.55	All usage	\$0.007453
2"	\$142.49	Recreational Turf	
2"T	\$142.49	All usage	\$0.007949
3"	\$275.15		
3"T	\$299.71		
4"	\$422.56		
4"T	\$528.19		
6"	\$830.36		
6"T	\$1,159.57		
8"T	\$1,977.64		
10"T	\$3,132.10		
12"T	\$3,979.04		
FOOTNOTES:			
[1] Single Family Dual Plumbed Residential services pay			
[2] Base charge for Raw Water metered landscape irrigation			
[3] Based on 1600 cf of use			
LEGEND:			
1 cubic foot = 7.48 gallons			
1 miners inch = 11.22 gallons per minute (gpm)			
1 miners inch day = 16,156.80 gallons or 2,160 cubic feet			
Services outside of the District are billed at 1.5 times the adopted rate			

PLACER COUNTY WATER AGENCY
PERSONNEL AND ADMINISTRATIVE MANUAL
CHAPTER 4
RULES, REGULATIONS, RATES AND CHARGES
GOVERNING THE DISTRIBUTION AND USE OF WATER

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Article 1: Definition of Terms

APPLICABILITY OF DEFINITIONS. When used in this chapter, the following words and terms shall have the meaning indicated in this article unless the context clearly indicates otherwise:

AGENCY or PCWA. The Placer County Water Agency.

BOARD. The Board of Directors of the Agency.

CANAL TURNOUT. Facilities to deliver untreated water from the canal or ditch system into a customer's Service Box.

CHARGES FOR WATER SERVICE. The Agency's charges for water service include:

- **FIXED CHARGE.** A fixed monthly charge, based upon the customer's estimated maximum demand or the customer's meter size, to fund operations.
- **RENEWAL AND REPLACEMENT CHARGE.** A fixed monthly charge, based upon the customer's estimated maximum demand or the customer's meter size, used to fund capital improvements to the treated and untreated water systems that are unrelated to expansion of capacity to serve new customers.
- **COMMODITY CHARGE.** Charge for a volume of water delivered to fund operations.

CLASSIFICATIONS of WATER SERVICE: The Agency has the following customer rate classifications for treated and untreated water service.

- **TREATED RETAIL SERVICE.** Retail treated water rate categories include:
 - **RESIDENTIAL SERVICE.** The furnishing of water for household residential purposes for single dwellings.
 - **MULTI DWELLING SERVICE.** The furnishing of water for household residential purposes for multiple dwellings.
 - **COMMERCIAL AND GOVERNMENTAL SERVICE.** The furnishing of treated water for commercial or governmental purposes.

- LANDSCAPE SERVICE. The furnishing of treated water for dedicated landscape irrigation purpose.
- INDUSTRIAL SERVICE. The furnishing of treated water to a customer who contracts to take an average of more than 10,000 Billing Units per month.
- CUSTOMERS INVOLUNTARILY DEPRIVED OF UNTREATED WATER SERVICE. This rate applies to those customers who have been involuntarily deprived of untreated water service by the Agency and have only treated water available to meet their irrigation water needs.
- TREATED RESALE SERVICE. The furnishing of treated water to a county or state regulated water utility for resale purposes to non-PCWA customers who have contracted for such service.
- CONSTRUCTION WATER SERVICE. The provision of treated water from a hydrant, or untreated water from a canal, for construction purposes, or temporary treated water service to a building under construction for testing purposes.
- PRIVATE FIRE PROTECTION SERVICE. A connection to the water system, which is used exclusively, except for 1-inch combined retail treated and fire residential service, to supply water to a private fire sprinkler system or private fire hydrants.
- UNTREATED RETAIL SERVICE. The furnishing of untreated water for irrigation use. Rate categories include:
 - GENERAL IRRIGATION SERVICE. The furnishing of untreated water for irrigation purposes, measured in Miners' Inches through an orifice.
 - GENERAL METERED SERVICE. The furnishing of untreated water measured in Billing Units with a meter.
- UNTREATED RESALE SERVICE. The furnishing of untreated water for subsequent treatment by the customer and resale to non-PCWA customers.

COMMON TRENCH. A trench in which a water line is placed in conjunction with other utility facilities.

DRINKING WATER SYSTEM. Separate portions of the treated water system that are operated by the Agency under permits issued by the State Water Resources Control Board, Division of Drinking Water. Each Drinking Water System has its own water treatment, storage, transmission, distribution, and in some cases groundwater infrastructure. The Agency's six drinking water systems are Alta, Monte Vista, Colfax, Applegate, Auburn/Bowman, and Foothill/Sunset/Ophir.

FACILITIES AGREEMENT. An agreement between the Agency and another party for construction of facilities to be accepted for ownership and use by the Agency. These agreements are commonly used for construction of water distribution facilities by land developers and commonly include a commitment of water service to proposed developments.

GENERAL MANAGER. The General Manager of the Agency or other person designated by the General Manager to perform the services or make the determinations permitted or required under these rules and regulations.

MULTIPLE DWELLING UNIT. Two or more dwellings established on a parcel of land for residential use, including but not limited to condominiums, townhomes, apartments, mobile homes, duplexes or other residential dwellings on a common property. This designation does not apply to Secondary Dwelling Units or commercial uses that serve transient occupancy such as hotels and motels.

POINT OF DELIVERY. The location where the Agency delivers service and privately owned facilities begin.

SECONDARY DWELLING UNIT. A residence, in addition to a Single Dwelling Unit on a residential property. A secondary dwelling may be either a detached or attached dwelling unit which provides complete and permanent independent living facilities for one or more persons. A dwelling does not qualify as a Secondary Dwelling Unit if it may be considered for sale as a separate residence. A Secondary Dwelling Unit includes an Accessory Dwelling Unit as defined by Government Code Section 65852.2.

SEVERANCE OF WATER SERVICE. Means a permanent termination of water service and a Severance of the Agency's obligation to serve a parcel. Severance may be initiated either by a customer or by the Agency. Once a Severance occurs, a reinstatement may require the payment of a portion of the Water Connection Charge based upon the date of the Severance.

SERVICE BOX. A receiving facility for irrigation water service, owned and provided by the customer.

SERVICE CONNECTION. Facilities which connect the water main to the customer meter, which typically include a service saddle, corporation stop, service line, curb stop and meter box.

SINGLE DWELLING UNIT. A dwelling established on a single parcel of land for residential use. Single dwellings may include buildings for residential accessory use, such as: swimming pools, changing rooms, workshops, studios, greenhouses, garages, or guest houses not meeting the definition of a Secondary Dwelling Unit.

SUBDIVISION. A subdivision as defined in Section 11000 of the California Business and Professions Code.

TERMINATION OF WATER SERVICE. Means to temporarily terminate water service to a customer, by placement of a lock on the customer's curb stop or Canal Turnout, due to payment delinquency, an outstanding health hazard(s), or any other violation of Agency Rules and Regulations.

TREATED WATER. Water that has been processed through a treatment facility and made potable.

TREATED WATER SYSTEM. That portion of the water system that conveys potable water to customers for domestic and other uses.

UNIT OF CAPACITY. A unit of measure for the maximum daily demand on the capacity of the Agency's treated water system that is required to serve a customer. One Unit of Capacity is 1,150 gallons per day.

UNTREATED WATER SYSTEM. That portion of the water system that conveys untreated water to the customers and treatment facilities. This may include pipelines as well as canals and ditches.

UNTREATED WATER. All water other than treated water.

VOLUMETRIC MEASURES. The following are the volumetric measures subject to a commodity charge:

- BILLING UNIT. Is equal to 100 cubic feet or 748 gallons.
- MINERS' INCH. A maximum available rate of flow of untreated water equal to one-fortieth (1/40) cubic foot per second and regulated through an orifice.

WATER USE LIMIT. A limit of allowable maximum day demand prescribed upon a service connection based upon the assessed Units of Capacity and the Water Connection Charge paid.

WESTERN WATER SYSTEM. All PCWA owned and operated treated and untreated water systems within service Zone 6.

Article 2: General Policies

- Sec. 40201 APPLICABILITY OF RULES. These Rules and Regulation apply to PCWA's Western Water System – Zone 6. In the past PCWA created Zones 1, 2, 3, 3A, 3B, 4 and 5. All of the land within Zones 1, 2, 3, 3A, 3B and 5 has been incorporated into Zone 6. The water facilities within Zone 4, located in the Martis Valley near Truckee, are now owned by the Northstar Community Facility District. Although all of the historic Zones created by PCWA continue to exist, they are only relevant within the context of contracts that remain applicable to any given Zone.
- Sec. 40202 GENERAL RESPONSIBILITY FOR OPERATION AND MANAGEMENT OF WATER SYSTEMS. All Agency-owned water systems, including all measuring devices, shall be under the exclusive control of the Agency and managed and operated under the direction of the General Manager. The Agency shall be responsible for operating, maintaining, and replacing all portions of the water system up to the Point of Delivery to the customer.
- Sec. 40203 APPLICATION FOR SERVICE. Persons requesting water service, through an existing meter or canal turnout, or which requires the installation of a Service Connection or meter or Canal Turnout, shall apply to the Agency for such service on forms prescribed by the Agency. No such service shall be provided unless an application or record for service is on file at the Agency office.
- Sec. 40204 DETERMINATION OF STATUS AS CUSTOMERS. Customers are all persons purchasing water from the Agency, whether their individual connection is off of a private facility or Agency property. The following are examples of persons who are not customers of the Agency:
- a) Persons living in areas supplied with treated water by a Resale customer of the Agency.
 - b) Persons living within commercial establishments such as hotels, motels, mobile home courts, apartments, rest homes and the like, that are being furnished Commercial or Multi-Dwelling service.
- Sec. 40205 REQUESTED CHANGES TO AGENCY FACILITIES. Customers may make application to the Agency requesting the Agency make changes to Agency

facilities, for example: modifying or moving a meter box or canal turnout. The Agency shall make such changes if the Agency deems that the requested changes are suitable for continued service and do not add an undue burden to the Agency's operations, and after deposit of the funds estimated by the Agency to be sufficient to cover the cost of the work to be done. Upon completion of the work any funds remaining after actual costs have been determined shall be refunded.

Sec. 40206 SERVICE FROM PRIVATELY OWNED FACILITIES. Generally, the Agency prefers that each customer be served directly from Agency owned facilities. However, there are instances, due to historic practices and consideration of cost and geography where Agency customers may be served from private, cooperatively owned lines in both the treated and untreated water systems.

In these instances, for treated water services, the Agency requires the installation of a monitor meter at the terminal point of Agency owned facilities, which shall be the Point of Delivery, and a separate meter at the location where each individual customer's service line connects to the cooperatively owned pipeline.

When an Agency measuring device is required to be installed on private property or within a portion of a water distribution system not owned by the Agency, it shall not create any obligation on the part of the Agency for operation, maintenance or replacement of any segments of the works or facilities owned by others.

Sec. 40207 RESPONSIBILITY TO PAY FIXED CHARGES. The continued operation of the Agency's water system provides a benefit to all of its customers and all customers have a responsibility to pay monthly Fixed Charges and Renewal and Replacement Charges in order to maintain the water system whether they take delivery of any water or not.

Sec. 40208 PROHIBITION AGAINST WASTE OF WATER. Customers are required to operate and maintain their facilities in a suitable condition to prevent waste of water. If the Agency determines that a customer is wasting water, that customer may be subject to a Water Waste Charge as set forth in Section 40921; or to termination of service or a reduction in the amount of water that the customer is allowed to purchase as set forth in Section 41005; or both.

Sec. 40209 VARIANCES AND WAIVERS. If special conditions warrant, the Board may grant a variance or waiver for any rules, regulations, rates and charges governing the distribution and use of water. Charges to apply for a variance or waiver are set forth in Section 40919.

The General Manager has the authority to grant a variance to allow a new customer, whose property does not abut an Agency pipeline, to connect, under terms and conditions established by the Agency.

Article 3: Service Through Treated Water System

Sec. 40300 **APPLICATIONS FOR SERVICE.** The Agency shall review all applications for service to determine what, if any, facilities must be installed prior to furnishing service; if there is sufficient water and capacity in the system to meet the requested service; and, that the applicant has complied with all other requirements for service.

The Agency reserves the right to review the anticipated water demands based upon type of service, number of fixtures, landscape area, irrigation plans, and all other factors likely to affect total water use or maximum rate of delivery, and the right to require a larger service connection and/or meter if anticipated demands exceed the capacity of the meter size requested; or to require a separate dedicated landscape meter.

If it is determined that facilities, other than a Service Lateral and/or meter, must be installed prior to providing service the applicant shall apply for a Mainline Extension as provided in Article 5 of this chapter.

If no facilities other than a Service Lateral and/or meter must be installed, the Agency shall furnish the service requested upon payment of the applicable deposit and charges set forth in Sections 40914, 40916, 41000 and Article 7 of this Chapter.

Sec. 40301 **MEASURING DEVICES – METERS.** The number of service connections and measuring devices required for water service shall be as follows:

- a) **Metered Service.** Each residential dwelling or building under separate ownership must be provided with a separate service connection and meter. Two or more residential dwellings or buildings under single ownership and on the same lot or parcel of land may be supplied through a single meter, provided that the Agency reserves the right to limit the number of houses, buildings or the area of land under single ownership to be supplied by a single meter or service connection. A meter shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a property line, except for golf courses, parks, and greenbelt areas. When property presently serviced is

subdivided, the existing meter shall be considered as belonging to the lot or parcel of land upon which it is located or serves and the new parcel(s) shall require the installation of a new service.

- b) Monitor Meter. In instances where privately owned water lines are connected to the Agency's treated system to provide service to more than one individually metered customer, the Agency shall install a monitor meter at the head of the private line. This monitor meter will be installed and maintained by the Agency at no charge to the individual connections. The monitor meter and all individual metered connections on the private line will be read monthly or bimonthly and the usage compared. Unaccountable water use will be equally distributed to each open connection and billed for at the Metered Service Treated Water Schedule 1.

Sec. 40302 METER SIZE CHANGE. Any person desiring to change the size of any meter that has been installed shall make application to the Agency for such change. If in its judgment, the Agency deems such a change to be necessary or advisable, the Agency shall cause the change to be made after the applicant has paid the applicable charge provided for in Section 40914 for the installation of the new meter.

Sec. 40303 CHARGES FOR INCREASING METER SIZE. Any customer requesting the installation of a larger meter than is presently serving their property, with the exception of a required residential fire service, shall pay the current difference between the Water Connection Charge for the larger meter being requested, and the meter being replaced.

Sec. 40304 CHARGES FOR METER SETS AND INSTALLATIONS. The Agency shall collect the charge, or a deposit, as set forth in Section 40914, prior to the installation of a service connection and/or meter set. The service lateral connection and meter shall remain the property of the Agency. A meter must be installed at the same time the service lateral connection is made, except in the case of approved subdivisions.

If the applicant does not request the service connection and meter to be installed within one year after applying for and paying the appropriate

charges, then the charge shall be returned without interest and the application canceled.

Sec. 40305 WCC CHARGES FOR REINSTATEMENT OF SERVICE. Notwithstanding any other provisions in this Article 3, any person requesting reinstatement of water service for property which was previously served treated water, or which had treated water service previously available to it, shall pay the Water Connection Charge that would be required for new service to that property less a credit equal to the amount of the Water Connection Charge in effect on the date that service was terminated. Credits are attached to the property previously served and not transferable to other property, nor are they refundable. If a parcel previously had more than one service connection, the credits for those connections shall be given to applicants for new service to that parcel, or to portions thereof, in the order in which they apply until the credits are fully used. Also, if the Agency recorded a Notice of Severance of Service to the property, the Agency shall, if requested, record a "Release Agreement" stating that the water service is being reinstated, if the person requesting reinstatement of service pays the Agency any required recording fees assessed by others.

Sec. 40306 CHARGES FOR THE INSTALLATION OF ADDITIONAL METERS. Notwithstanding any other provisions in this Article 3, any person requesting the installation of an additional meter or meters to serve non-residential property or Multiple Dwelling Units currently being served treated water will be required to pay a Water Connection Charge for any increase in peak day demand that may result from the installation of an additional meter(s). Historical water demands, if available, will be used to verify demands prior to the request of an additional meter. The determination of available unused capacity will be at the Agency's sole discretion. The applicant will be required to pay the applicable Service Installation and Meter Set Charge for the installation of the additional meters as set forth in Section 40914.

Article 4: Service Through Untreated Water System

Sec. 40400 **APPLICATIONS FOR SERVICE.** The Agency shall review all applications for service to determine if there is sufficient water and capacity in the system to meet the requested service. When the applicant has complied with all other requirements for service, the Agency shall furnish the service requested upon payment of the applicable Service Set Up, Service Installation, and Demand Impact Charges as set forth in Sections 40913, 40917, and 41000.

Prior to installing any turnout, the Agency shall collect a deposit of sufficient funds to cover the estimated cost of the installation. The amount of such deposit shall be determined by the Agency and upon completion of the installation any funds advanced in excess of the actual costs will be refunded to the applicant. If the funds deposited are less than the actual costs of the installation, the applicant shall pay the remainder of the costs prior to receiving any water service through the installation.

Sec. 40401 **MEASURING DEVICES.**

- a) **General Irrigation Service.** A service for irrigation water shall include a Canal Turnout and a Service Box with an orifice/slide plate for measuring the amount of water delivery.
- b) **Metered Irrigation Service.** The Agency may allow the installation of a Metered Irrigation Service when it determines that conditions both: prevent the installation of a General Irrigation Service; and, accommodate the use of a meter. The Agency may include such terms and conditions as the Agency finds appropriate for Metered Irrigation Service.

Sec. 40402 **IRRIGATION SERVICE.** Each untreated water customer shall be provided service through a Canal Turnout, which shall be located at the place determined by the Agency as being most suitable for service to the customer. The charges for installation of a Canal Turnout as set forth in Section 40913.

- a) Whenever, in the Agency's discretion, it is necessary to enlarge an existing turnout in order to provide service to a new customer, the cost of enlarging the turnout shall be paid to the Agency in advance by the new customer.

- b) Two or more customers may be served from the same Canal Turnout or private facility, provided that: the turnout or private facility has sufficient capacity to provide each customer with their requested delivery, or a minimum of one (1) half Miners' Inch of service to each party, whichever is greater; and the Agency reserves the right to limit the number of customers to be supplied by one turnout.
- c) If a customer intends to connect their service to a receiving facility, box or pipeline owned by a private party, or to convey water across another's property, they shall furnish the Agency written evidence of their right to do so prior to receiving service.

Sec. 40403 INSTALLATION OF CANAL TURNOUTS, SERVICE BOX AND MEASURING DEVICES.

- a) Customers receiving General Irrigation Service are responsible to install a Service Box to receive canal water. The Service Box must meet the Agency's specifications and the installation must be in a location acceptable to the Agency. The elevation of the top of the Service Box must be higher than the water level in the canal so that water does not overtop the Service Box when the customer is not taking water.
- b) Canal Turnouts and measuring devices shall be installed only after Agency approval and the Service Box is complete. Canal Turnouts shall be installed only by or under the direct supervision of Agency employees.
- c) When connection to a privately-owned pipeline is necessary to receive water service, all required facilities shall be installed by the customer. After inspection by the Agency and determination that private facilities meet Agency requirements, or are suitable for the intended purpose, the Agency will install the measuring device.
- d) In addition to any Agency charges for the installation of Canal Turnouts or measuring devices, the customer or person requesting such installation shall pay to the Agency an amount equal to any permit fees or charges required by any other governmental entity in order to make such installations.

Sec. 40404 NON-IRRIGATION SERVICE. All requests for untreated water service for other than irrigation purposes shall require a written agreement and approval by the Board.

Sec. 40405 DELIVERY ORIFICE CHANGE. Any customer with a General Irrigation Service desiring to increase or decrease irrigation water delivery rate shall make application to the Agency. There is no service charge for changing a delivery orifice.

Customers that have a current delivery of between 2 and 19 Miners' Inches may request temporary flow adjustments not more than three times during the summer irrigation season and not more frequently than 30 days between the adjustments. Customers whose delivery is greater than 20 Miners' Inches, may contact staff to coordinate adjustments to their deliveries throughout the summer season.

Sec. 40406 CANAL TURNOUT SIZE CHANGE. Any person desiring to change the size of a canal turnout that has been installed shall make application to the Agency for such change. If the Agency, in its judgment, deems such a change to be necessary or advisable, the Agency will cause the change to be made after the applicant has paid the applicable charges set forth in Section 40903 for the installation of a new turnout.

Sec. 40407 SPECIAL CONDITIONS FOR WATER THROUGH UNTREATED WATER SYSTEM.

a) Interruptible supply. Agency does not guarantee a continuous and uninterrupted supply and reserves the right to temporarily suspend the delivery of water when it is necessary to take the whole or any part of its water system out of service for the purpose of cleaning, maintaining or repairing, or when necessary to allocate available water supplies during supply interruptions or drought.

b) Non-Potable. Water supplied from open ditches, canals, conduits, and flumes is untreated, non-potable and unsuitable for human consumption. Any Resale customer who makes said water available to others for human consumption shall take all necessary precautions to make the water potable and shall assume all risks and liabilities in connection therewith.

- c) Irrigation seasons. Irrigation service during the calendar year is defined as having two seasonal delivery periods: summer irrigation season and winter irrigation season.

The summer irrigation billing period for the lower system, consisting of areas in or near Auburn, Newcastle, the Loomis Basin, Rocklin and Lincoln, is from April 15 through October 15. The winter irrigation billing period for the lower system is from October 16 through April 14.

The annual PG&E maintenance outage for the lower system generally starts on the weekend just prior to October 15 of each year. PCWA must change out all of its customer's delivery orifices, from summer delivery rates to winter delivery rates before PG&E cuts its water for the outage. Customers should expect to have their orifices changed to winter delivery the week prior to the beginning of the PG&E outage. Customers who purchase 5 inches or more of summer water may apply to have their bill for summer prorated from October 15 to the date the winter orifice is installed if their summer water service is cut before October 12.

The summer irrigation billing period for the upper system, consisting of areas in or near Alta, Monte Vista, Colfax and Applegate, is from May 1 through September 30. The winter irrigation billing period for the upper system is from October 1 through April 30.

- d) Customer responsibility to clean turnouts. Agency will not maintain a regular patrol and it will be necessary for customers to remove foreign material or other obstructions that may interfere with delivery of water through measuring devices at their respective points of delivery.
- e) Demand water. Demand water service will be provided, if canal capacity is available, for customers who want to extend summer delivery into the fall, or to start summer delivery early in the spring, at winter season rates.
- f) Pumps. In those instances where a customer is using a pump to deliver water from the Agency's untreated water system, a low water protection device should be installed by the customer and at the customer's expense prior to the commencement of water service.

- g) Additional Service Boxes. Water deliveries to customers may be through one or more additional or alternate Service Boxes upon the Agency's approval.
- h) Point of delivery. Water deliveries to customers will be made and measured at Agency's canal or conduits, or as near thereto as practicable, which shall be the Point of Delivery. The customer is solely responsible for carriage of the water, and any water losses, from the Point of Delivery to his/her point of use.
- i) Minimum delivery. Water will be sold in minimum increments of 1/2 Miners' Inch up to two Miners' Inches, and then in one inch increments from two inches and above.
- j) Maximum delivery. Provided there is sufficient capacity in the system, new or existing customers are eligible to purchase up to 1/2 Miners' Inch per acre of irrigated land. The General Manager is authorized to approve service to new customers with delivery of up to a maximum of 5 Miners' Inches of summer water and up to a maximum of 2 Miners' Inch of winter water. Requests for deliveries that exceed the aforementioned amounts must be approved by the Board.
- k) Non-transferable. Irrigation water is not transferable. However, in the event of a parcel split the existing irrigation delivery may be split among those parcels created by the parcel split.
- l) Miners' Inch Restricted Canals. The Agency's untreated water system has physical constraints in certain locations that prevent the Agency from delivering more water than is currently ordered by existing customers. These canals are designated as "restricted". The Agency maintains a waitlist of individuals that wish to establish new untreated water service and existing customers who wish to purchase additional untreated water from restricted canals.

If 5 Miners' Inches or less of capacity to serve additional untreated water from a restricted canal becomes available, such service will be offered to the waitlist for that canal, with first priority to individuals that wish to establish new untreated water service, then to existing customers.

Allocations to the waitlist will be made in order from oldest to newest, consistent with the aforementioned priority to new service. If an individual on the waitlist declines the allocation, they will be removed from the waitlist. Allocations of capacity to serve additional untreated water from a restricted canal will be made at a maximum rate of 1/2 Miners' Inch per new or existing customer on the canal.

If more than 5 Miners' Inches of capacity to serve additional untreated water from a restricted canal becomes available, allocation of the total additional capacity shall be as approved by the Board.

m) Special Provisions for Customers west of Highway 65 that take delivery via the Auburn Ravine.

- 1) The Agency recognizes that customers west of Highway 65 that require the use of the Auburn Ravine for water conveyance do so based on an annual request, and that the annual volume of untreated water delivery may vary substantially from year to year.
- 2) The maximum rate of delivery for all Auburn Ravine dependent customers combined shall be 70 cfs. When delivery rate requests exceed 70 cfs the Agency will prorate the delivery rate among its customers in proportion to their requested annual delivery volume.
- 3) The Point of Delivery for these customers shall be at the farm gate.
- 4) Customers who received service during the preceding year shall be given the first priority for service in the present year for the same or lesser amount of water that they received during the preceding year. Such customers shall inform the Agency in writing on or before March 15 of their desire to renew their service, specifying the requested volume of delivery for the current year. Customers desiring service during the current year who did not receive service in the preceding year and customers who received service during the preceding year who want an increase in the amount of water for the current year may submit their requests for such service in writing anytime on or after March 15. The water available during the current year will be allocated first to the preceding year's customers up to the amount they received

the preceding year. If the Agency does not have sufficient water available to meet all of those requests, the available supply shall be allocated among those customers in proportion to their deliveries during the preceding year. After fulfilling the requests of the preceding year's customers, the Agency will allocate the remaining water in the order the customer's written request was received by the Agency. If two or more requests were received at the same time and the supply available is not sufficient to meet those requests, it shall be prorated among those customers in proportion to their respective requests.

- n) Water use data to meet conservation requirements. In order to meet state mandated conservation requirements, it is necessary for the Agency to be able to identify the purpose to which customers use untreated water provided by the Agency. Therefore, the Agency reserves the right to require untreated water customers to provide information on water use, including but not limited to, irrigated acreage, types of crops grown, or other uses, as a condition of untreated water service.

Article 5: Mainline Extensions

Sec. 40500 GENERAL POLICY FOR MAINLINE EXTENSION. The regulations in this article apply to both the treated and untreated water systems.

Sec. 40501 APPLICATION FOR EXTENSION. Any person requesting water service beyond the limits of PCWA's existing water system, which requires the installation of facilities that will be dedicated to the Agency for ownership and maintenance shall apply to the Agency for a Facilities Agreement. A non-refundable Project Application Charge as set forth in Section 40910 is required at the time of application. Agency staff time and all direct costs for project review and approval shall be paid by the applicant. The Agency will assess the adequacy of the water system to serve the proposed project and specify any necessary facilities, including off site pipelines and/or other facilities required to provide requested service. The applicant shall be responsible to have plans and specifications prepared for the proposed facilities by a qualified engineer licensed in California. The design shall conform to the standards and requirements of the Agency. A Facilities Agreement providing for insurance, connection charges, Agency oversight, and other terms and conditions shall be entered into before construction work is commenced and no service connection(s) shall be installed until all terms and conditions of the Facilities Agreement have been fulfilled.

Sec. 40502 INSTALLATION, INSPECTION, AND GUARANTEE OF EXTENSION. Upon approval of the Facilities Agreement, the applicant may cause the proposed facilities to be installed. Except as provided in Section 40505, all costs for project construction shall be paid by the applicant. All work shall be constructed by a qualified contractor licensed in California and adhere to the standards and requirements of the Agency. The applicant shall guarantee that the installation shall be completed per plans in an acceptable manner within the time period specified in the Facilities Agreement, unless a time extension is granted.

For a Facilities Agreements in which the Agency is contributing funds, the applicant shall provide a performance bond or other surety in the amount of 100% of cost of improvements as estimated by the Agency, which shall guarantee completion of the improvements until written acceptance of the constructed facilities. For improvements costing \$25,000 or greater, a payment bond or other surety in the amount of 100% of the cost of

improvements is required. In all cases, the Agency shall require a maintenance bond or other surety in the amount of 50% of the cost of improvements to guarantee against any failure for a period of one year from the date of written acceptance of the constructed facilities.

The Agency may, at its option, inspect all or part of the work or material and shall be given all possible access necessary for performing such inspection. Agency staff time and all direct costs for project inspection shall be paid by the applicant. Upon completion of construction, the contractor shall submit a request for final inspection by the Agency.

The Agency, at its sole discretion, may install such facilities as it deems appropriate in support of the applicant's project. The applicant shall deposit sufficient funds to cover the cost of construction, connection and inspection. Upon completion of construction, any funds advanced in excess of the actual costs to be borne by the applicant will be refunded.

Sec. 40503 OTHER FACILITIES AND EXTENSIONS. Construction and contribution of water system infrastructure not otherwise expressly provided for in these rules **may** be made only after an application for such facilities has been made and the General Manager has submitted a report of their findings and recommendations to the Board. If approved, such system infrastructure shall be constructed upon terms and conditions approved by the Board.

Sec. 40504 OWNERSHIP OF EXTENSION. Upon connection of the new facilities to the water system and upon acceptance of these facilities they shall become the property of the Agency.

Sec. 40505 OVERSIZING OF FACILITIES. The Agency may, at its option, require pipelines and/or other facilities be oversized, provided the Agency reimburses the applicant for the additional cost of oversizing. Installation of facilities included in the Agency's capital improvement plan by the applicant may be reimbursable under terms of a Facilities Agreement.

Sec. 40506 RIGHT-OF-WAY. The applicant shall furnish the Agency all necessary easements and rights-of-way for extensions. If the applicant cannot furnish such easements and rights-of-way, the Agency may, at its sole discretion, acquire such easements and rights-of-way, provided that the applicant

deposits sufficient funds to cover all of the Agency's costs of such acquisition. Any funds advanced that are not used for such acquisition will be refunded upon completion of the acquisition of the easements and rights-of-way.

Sec. 40507 STANDARDS IN PUBLIC AGENCIES HAVING JURISDICTION OF PROJECT LOCATION. If an extension is within the jurisdictional boundary of another public agency with higher minimum standards than the Agency, the extension shall be designed and constructed to those higher standards.

Article 6: Miscellaneous Provisions

Sec. 40600 CERTIFICATION OF CROSS CONNECTION CONTROL (BACKFLOW). All treated water customers with secondary water sources on their property shall be required to comply with the regulations set forth in the latest revision of the California Administrative Code, Title 17, "Regulations Relating to Cross Connections", which requires periodic certification of a properly functioning backflow control device to protect the Agency's water system. The Agency's requirements for such devices and procedures for installation and testing are detailed in its Improvement Standards. The Agency's charge for inspecting and testing is set forth in Section 40900. To cover the Agency's cost of complying with this mandate the monthly charge per cross connection assembly device is set forth in Section 40901.

Sec. 40601 CERTIFICATION OF TREATED WATER SOURCE (CONSTRUCTED CONVEYANCE). All untreated water customers, who are not also treated water customers, are required by state law to provide proof of a state approved source of potable water for domestic purposes as a condition of continued untreated water service.

- a) Operable regulations. The Federal Safe Drinking Water Act, administered by the Federal Environmental Protection Agency and the California Division of Drinking Water, and the regulations issued under that Act, now require the Agency to identify the purpose for which untreated water delivered through its ditches and canals is used and to prevent the use of untreated water for domestic purposes. Domestic purposes are defined as drinking, bathing, cooking or oral hygiene.
- b) Certification of Treated Water Source. Upon written request by the Agency an untreated water customer shall provide the Agency with a written certification of such information as the Agency considers necessary to determine that all persons who reside on land served with untreated water have an adequate supply of water suitable for domestic purposes.

An untreated water customer that does not obtain treated water service from a privately owned well or spring, or from a state-licensed treated water purveyor, shall be required to provide written proof, on a quarterly

basis, of water delivery from a bottled water service or water hauler approved by the California Division of Drinking Water. The Agency shall provide a list of such approved water haulers and bottled water services at the time it requests such proof.

Failure to provide the Agency with certification of an approved treated water source, in writing, within 30 days of receipt of Agency's request therefore shall be deemed a violation by the customer of the Agency's rules and regulations governing untreated water service and shall be grounds for termination of such water service.

For customers who must provide quarterly proof of water delivery, the Agency will assess a monthly charge as set forth in Section 40902 to cover the cost of complying with this mandate.

Sec. 40602 CONSTRUCTION WATER. Treated and untreated construction water is provided on a temporary basis for dust control, fill compaction and other construction activities; and to test plumbing on new construction or in connection with a real estate transaction, which may include inspection of a residence or commercial property. Service is provided through a meter or other acceptable measuring device. The Agency's charge to establish Construction Water Service is set forth in Section 40903. The Agency also requires a refundable deposit for a hydrant meter and will bill for the treated and untreated water usage at the Construction Water commodity rates set forth in Schedule 2 (Treated Construction Water), 4 (Metered Irrigation Commodity Rate), and 5 (Untreated Water Fixed Charges).

If an Air Gap is not present at a hydrant meter, a backflow prevention device is required and must be tested by PCWA staff, as set forth in Sec. 40900, prior to any construction water use.

Sec. 40603 COMMON TRENCHING. The installation of water mains in a common trench shall be permitted only upon the approval of the General Manager.

Sec. 40604 CONTAMINATION OF AGENCY WATER. No trash, garbage, refuse, sewage, petroleum, bacteriological, chemical, water from industrial process or animal matter from any source shall be placed in or allowed to be emptied into any

Agency facility or conveyance system. Roadway drainage should not be allowed to flow into the canal.

Sec. 40605 GROUND WIRE ATTACHMENTS. The Agency is not responsible for providing an electrical ground through water service equipment. Customers shall not attach any ground wiring to plumbing which is or may be connected to Agency service equipment.

Sec. 40606 METER ACCESSIBILITY. It is the customer's responsibility to ensure accessibility to the meter at all times. When a meter cannot be read because of an obstruction, the customer will be notified and shall correct the condition(s). Failure to remove the obstruction within 14 days after notification shall result in remediation of the problem by Agency crews, to be billed to the customer on a time and materials basis, or termination of service.

Sec. 40607 PRESSURE CONDITIONS. State regulations require the Agency to maintain a minimum of 20 psi in its pipelines at all times. Due to the terrain within the Agency's service area, pressure in its pipelines at some locations may approach the required minimum while in other locations it may exceed 100 psi. All customers shall be required to accept such conditions of pressure and service as are provided by the distribution system at their meter. The Agency shall not be liable for damages as a result of high or low pressure. Pressure regulators or booster pumps may be necessary to reduce pressures to Uniform Building Code requirements or increase pressures to desired levels. These devices are the sole responsibility of the customer.

Sec. 40608 PUBLIC ACCESS TO AGENCY RESERVOIRS IN THE WESTERN WATER SYSTEM. To protect the public and employee safety, the following activities are prohibited in Western Water System reservoirs: Hunting, powered boating/watercraft and swimming. Such activity shall constitute a trespass.

Sec. 40609 RESALE OF WATER. No customer other than a public utility purchasing water for resale, or for whom water is an elemental component of their production, such as a beverage company, shall resell any portion of the water delivered to them or to which they may be entitled without approval of the Agency.

Sec. 40610 RIGHT OF ENTRY BY AGENCY EMPLOYEES. Representatives of the Agency shall have the right of ingress and egress to the customers' premises at reasonable

hours for any purpose reasonably connected with the furnishing of water service.

Sec. 40611 STREET WORK. All persons who open, grade, excavate, fill or do other street work shall give at least seven days written notice to the Agency when it is necessary to remove, raise, lower, or otherwise displace any water main, services, or other water system property that may interfere with such street work. Contractors or other persons performing such work will be liable for damage to Agency water properties. If the adjustment of the water system is to be done by the Agency, the person requesting the changes will be required to deposit with the Agency a sum of money equal to the estimate of the cost of adjusting the water system.

Sec. 40612 USE OF AGENCY RIGHT-OF-WAY. Trees, vines, or other crops shall not be planted on Agency property without the permission of the Agency. The Agency canal right-of-ways shall not be obstructed by fences, structures or other objects without permission of the Agency. No bridge, crossing, pipe or other structures shall be placed in any Agency canal without permission of the Agency. The Agency shall not be responsible for maintaining any canal crossings used by others. The maintenance of such canal crossings shall be the responsibility of those using the crossing. If such canal crossings are not properly maintained by others, the Agency may remove them after proper notice to all concerned.

Article 7: Water Connection Charges

Sec. 40700 GENERAL PROVISIONS FOR WATER CONNECTION CHARGE. As a condition of receiving treated water service, customers must pay the applicable Water Connection Charge (WCC) as described herein.

- a) The WCC is a capacity charge to fund the Agency's capital plan of projects that increase capacity for new connections to its drinking water systems. The WCC is composed of the following components: (1) a treatment component; (2) a storage component; (3) a transmission component; (4) a groundwater component; and (5) a planning component. Projects that deliver water supplies to water treatment plants are included in the treatment component.
- b) Within Zone 6 the Agency operates six drinking water systems that are each permitted by the State Water Resources Control Board's Division of Drinking Water, which are Alta, Monte Vista, Colfax, Applegate, Auburn/Bowman, and Foothill/Sunset/Ophir. Each of these has its own water treatment, storage, transmission, and in some cases groundwater, infrastructure, and each with its own capital plan of projects. The WCC for each of these drinking water systems is separate, and provided herein.
- c) Effective January 1 of each year, the WCC for each drinking water system shall be increased in proportion to any increase in the Engineering News Record (ENR), Construction Cost Index for the San Francisco region, that occurred over the twelve-month period from June to June of the preceding year. The proportionate increase will apply to the WCC and to each WCC component. The increase will occur each year without action by the Board. Independently, the Board may approve changes to the existing WCC at any time based upon separate engineering and financial analysis and upon due process for public notification and comment.
- d) In assessing WCC, the following shall apply:
 - 1) If the applicant provides treatment plant, storage, or transmission, or groundwater facilities that the Agency deems to be beneficial to the water system for serving future development, the applicant shall be entitled to reimbursement of the cost of those facilities.

Reimbursement shall be based upon the actual cost or the estimated incremental oversizing cost of those facilities. Reimbursement may be in the form of a credit against WCC that would otherwise be due, or through cash payment upon completion, the choice of which is at the sole discretion of the Agency. All of the specific terms for reimbursement shall be specified in a Facilities Agreement. The charge for the planning component shall not be subject to being credited.

- 2) Payment of WCC is required prior to installation of meters and commencement of water service, except as provided under separate agreement, or as provided in Section 40705. WCC, once paid, is not refundable or transferable to other properties.
- 3) The charges set forth in herein shall be effective as follows:
 - i. Individual applicants shall pay the WCC in effect at the time the application for service is approved provided payment is made within 10 working days of approval. After the 10-day period, reapplication for service will be required.
 - ii. Facilities Agreement applicants shall pay the WCC in effect at the time payment is made.
 - iii. Customers requesting variances shall pay the WCC in effect at the time the application for service is approved, provided payment is made within 10 working days of approval. After the 10-day period, reapplication for service will be required.
 - iv. Customers who submit a written request for a preliminary survey for the feasibility of forming an improvement district shall pay the WCC charges in effect at the time the completed request is accepted by the Agency; provided the improvement district is formed within six months of the date the preliminary survey is completed and the customers either pay the WCC or it becomes a lien against their property within 180 days after the formation of the improvement district. After the period provided, customers shall pay the WCC in effect at the time payment is made.

- v. Eligible customers who submit a request to pay the WCC in installments shall be charged the current WCC charges in effect at the time the application for service is approved provided they sign a contract with the Agency for installment payments within 10 working days of approval. After the 10 day working period, reapplication for service will be required.
- e) The WCC for a single Unit of Capacity shall be the basic increment in determining all other WCC assessments, including those for single dwelling units, for multiple dwelling units, commercial, governmental, industrial, and landscape applications.
- f) Residential Fire Sprinklers – The standard meter size for residential customers is 5/8 inch, however, many new residences are required by local fire officials to have a 1 inch meter in order to provide sufficient flow for residential fire sprinklers. If a customer requires a larger meter, up to 1-inch, for indoor residential fire sprinklers the meter sizes indicated in the table in Section 40702 a) shall be used for determining rates and charges for water delivery. Residential fire systems requiring a meter larger than 1-inch shall install separately metered retail treated water and fire protection services.
- g) Multiple Meters – Except when a separate meter is required for a larger than 1 inch fire sprinkler system, or when the Agency determines that a separate dedicated irrigation meter is required, each single family residential property shall be served by a single meter.

Sec. 40701 WCC FOR UNIT OF CAPACITY.

Except as provided under separate agreement, the WCC for a single Unit of Capacity shall be as follows:

- a) For treated water service within the **Auburn/Bowman** and **Foothill/Sunset/Ophir** drinking water systems:

Component	Effective Date: 1/1/22
Treatment	\$9,259
Transmission	6,861

Storage	3,098
Groundwater	603
Planning	166
Total	\$19,987

- 1) An alternative to paying the WCC, as detailed herein, is to purchase Units of Capacity in bulk (1 million gallons per day maximum capacity or greater) through a cooperative financing agreement. The intent of this provision is to offset significant debt financing by the Agency by providing funding up front for major projects at the time of construction. Terms and conditions will be developed in a cooperative financing agreement.
- 2) American Water (CAW) Company shall also be charged a transmission surcharge per Unit of Capacity, subject to the annual ENR increase detailed above. This surcharge is to pay for the share of the transmission infrastructure needed to deliver water to CAW's Placer County franchise area. The following surcharge applies to all CAW Units of Capacity through buildout of their franchise area:

Surcharge	Effective Date: 1/1/22	\$1,220
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This surcharge applies when CAW purchases Units of Capacity by paying the WCC detailed herein. The surcharge applicable for purchases of Units of Capacity in bulk, as provided above, would be determined separately within a cooperative financing agreement.

- b) For treated water service within the **Alta, Monte Vista, Colfax, or Applegate** drinking water systems:

Component	Effective Date: 1/1/22
Treatment	\$5,261
Transmission	7,997
Storage	786
Groundwater	0
Planning	36
Total	\$14,080

- c) Units of Capacity are assessed to residential and non-residential properties as provided for in sections that follow. In determining the WCC amount,

the assessed Units of Capacity shall be multiplied by the WCC for a single Unit of Capacity.

Sec. 40702 ASSESSMENT OF UNITS OF CAPACITY FOR RESIDENTIAL PROPERTIES.

- a) Single Dwelling Units. Except as provided in b), c), and d), Units of Capacity for single dwelling units on residential properties are assessed as follows:

Within the Auburn/Bowman and the Foothill/Sunset/Ophir drinking water systems, Units of Capacity shall be assessed based on lot size, as identified on the parcel map, for each single dwelling unit. The following table shall be used to determine the assessed Units of Capacity and the size meter to be used for billing water use, even if a 1-inch meter is installed for fire flow purposes, for each single dwelling:

Total Lot Size (Square Feet)	Assessed Units of Capacity	Meter Size for Rate Purposes
Less than 2,901	0.4	5/8-inch
2,901 to 4,400	0.6	5/8-inch
4,401 to 5,500	0.7	5/8-inch
5,501 to 7,000	0.9	5/8-inch
7,001 to 10,000	1.0	5/8-inch
10,001 to 17,000	1.2	3/4-inch
17,001 to 35,000	1.5	3/4-inch
Greater than 35,000	2.5	1-inch

- b) Lot Size Variances – Variances to the Units of Capacity in the above table for lots greater than 17,000 square feet may be considered for special conditions such as portions of the property being permanently restricted from irrigation. In such cases, the assessment will be based on a Water Use Limit established by the landowner and accepted by the Agency. The proposed Water Use Limit shall not be less than one (1.0) Unit of Capacity. All variances for this purpose must be executed by written agreement between the Agency and the landowner, recorded as a restriction on the property, and binding on all subsequent owners. The agreement will

establish that the reduced Units of Capacity assessed is conditioned on the landowner staying within the Water Use Limit and water use in excess of that Water Use Limit by the landowner, their tenant or other representative shall result in the full amount of the WCC, at the current rate, being due.

- c) Property owners who demonstrate, to the satisfaction of the Agency, a sufficient second source of water on the property for outside irrigation, such as a well, or untreated water service from an Agency canal, shall be assessed one (1.0) Unit of Capacity without the need for a variance agreement.
- d) Residential customers requesting larger meters than indicated in the table above, not required for fire sprinklers, shall be assessed Units of Capacity in accordance with the non-residential terms provided in section 40704.

Within the Alta, Monte Vista, Colfax and Applegate drinking water systems, each single dwelling shall be assessed one Unit of Capacity.

- e) Multiple Dwelling Units. Units of Capacity for Multiple Dwelling Units are assessed as follows:
 - 1) The required meter size shall be determined by the applicant and accepted by the Agency. If installed, sub-meters to each dwelling unit shall not be owned, maintained, read, or separately billed by the Agency.
 - 2) Multiple Dwelling Units shall be assessed 0.4 Units of Capacity for each dwelling unit. This assessment covers all indoor uses, including common laundry and other such facilities.
 - 3) Landscape and other common water use, such as pools and event facilities, shall be separately metered and assessed Units of Capacity in accordance with non-residential terms provided in this Article. Secondary sources of water, such as private wells or Agency supplied untreated irrigation water, qualifies as separately metered water.

- 4) Newly constructed mobile home and trailer parks shall be assessed Units of Capacity in the same manner as that of multiple dwelling units.
 - 5) Assessment of pre-existing community water systems, mobile home and trailer parks connecting to the Agency's water system shall be provided for by special agreement and based on established use. The Agency has sole discretion in approving such assessment.
 - 6) If more than one dwelling unit is constructed on the same lot and does not qualify under the provisions for Multiple Dwelling Units because landscaping is not separately metered, then terms for Single Dwelling Units based on lot size may be applied, where average dwelling unit density may be used in place of total lot size. For purposes of this provision, average dwelling unit density is the total parcel size, less any area irrigated by other means divided by the number of dwelling units. The method of this calculation is subject to the Agency's sole discretion.
- f) Secondary Dwelling Units. The Units of Capacity for Secondary Dwelling Units on residential properties are assessed as follows:
- 1) Secondary Dwelling Units shall not be assessed Units of Capacity.
 - 2) Secondary Dwelling Units shall not receive a second Agency meter nor be considered as a separate customer account.
 - 3) If installed, sub-meters, to the second dwelling unit shall not be owned, maintained, read, or separately billed by the Agency.

Sec. 40703

ASSESSMENT OF UNITS OF CAPACITY FOR 5/8-INCH, 3/4-INCH AND 1-INCH METERS FOR COMMERCIAL, GOVERNMENTAL, INDUSTRIAL AND LANDSCAPE SERVICE TO PROPERTIES. Units of Capacity for these meter sizes shall be assessed as follows:

Meter Size	Assessed Units of Capacity
5/8-Inch	1.0
3/4-Inch	1.5
1-Inch	2.5

Sec. 40704 ASSESSMENT OF UNITS OF CAPACITY FOR LARGER METERS FOR COMMERCIAL, GOVERNMENTAL, INDUSTRIAL AND LANDSCAPE SERVICE TO PROPERTIES. A customer requesting service through a 1-1/2-inch or larger meter shall submit the following information to the Agency as part of the application for such service:

- 1) Type of use.
- 2) The anticipated routine patterns of use, including:
 - (a) The estimated maximum day demand in gallons.
 - (b) The estimated peak consumption rate in gallons per minute.
 - (c) The meter size requested.
 - (d) Number of dwelling units served by the connection in the case of resale customers.
- 3) The type of fire facilities required, including:
 - (a) The size of the fire connection.
 - (b) The estimated rate of use.
 - (c) The storage capacity requirements.
 - (d) A description of the on-site fire protection facilities.
- 4) The type of cross-connection prevention facilities required by State or County Health Departments.

The assessed Units of Capacity for customers requiring 1-1/2-inch and larger meters shall be the ratio of the estimated maximum day demand in gallons to the value defined under a single Unit of Capacity; provided, however, that the minimum assessment is as follows:

Meter Size	Assessed Units of Capacity
1-1/2-Inch	5.0
2-Inch	8.0
3-Inch	16.0
4-Inch	25.0

Sec. 40705 WCC INSTALLMENT PAYMENT AGREEMENT. Current owners of an established single family home that wish to connect to the Agency's treated water system, may elect to apply for a WCC Installment Payment. The payment of a one-time

installment payment processing charge as set forth in Section 40922 will be paid at time of application. Pursuant to said agreement, the WCC amount shall be paid in 60 equal monthly payments of principal plus interest on the unpaid balance at the rate of one percent above the 5 year U.S. Treasury bill rate as published in the Daily Yield Curve Rates on the U.S. Treasury website. Once executed, such agreement shall be recorded by the Agency in the Placer County Recorder's Office. The payments due thereunder shall constitute a lien against the homeowner's property which shall have the same force, effect, priority and duration as to the property and may be enforced in the same manner as liens provided by Section 54354 of the Government Code. The monthly installment payments, with interest, shall begin 30 days after the date of recordation, and continue until the agreed amount plus interest is paid. If the installment payment is delinquent by more than 60 days, or upon any transfer of ownership of the property, the entire unpaid balance of the Agreement, plus accrued interest, shall become due and payable immediately. The prospective customer must take action within 12 months or the agreement will expire without any rights or obligations.

Sec. 40706 MAXIMUM DAY DEMAND PROVISION FOR NON-RESIDENTIAL PROPERTIES. If at any time it is determined from meter readings that the actual maximum day demand in gallons is in excess of the estimated maximum day demand set forth in the application for such service, the Agency shall bill the customer the difference between the Water Connection Charge that was paid at the time of the application for service and the charge that would have been made if the estimated maximum day demand had been the same as the actual maximum day demand determined from the meter readings, and the customer shall pay this increased difference within 30 days after receipt of the bill from the Agency. If the increased difference is not paid within 30 days, the Agency may install a device to restrict the water flow through the meter to the maximum day demands in gallons as paid for by the customer.

Article 8: Rates and Charges, Western Water System – Zone 6

Sec 40800 Establishment of Rates & Charges. The following rates and charges shall be effective January 1, 2018, except as provided under separate agreement.

Subject to annual approval of the Board, effective January 1, 2019 and every January 1 thereafter through 2022, all schedules for the entire territory within Zone No. 6, will be subject to an inflationary increase. The maximum increase in rates and charges shall be equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) West All Items (Series Id: CUUR0400SA0) as measured by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period June through May of the preceding year. The annual inflation increase will be limited to the lower of the actual cost of service increase, or the CPI-U increase, but not less than zero.

Sec 40801

Schedule 1
METERED SERVICE – TREATED WATER

APPLICABILITY

Schedule 1 rates are applicable to all metered retail treated water service throughout Zone 6, excluding those customers covered by contract as described in special condition number 1 of this schedule.

RATES

The rates for metered treated water service includes a monthly Fixed Charge, which is based upon the size of the customer’s meter; a monthly Renewal and Replacement Charge, which is based upon the size of the customer’s meter up to 8-inch, or the number of Units of Capacity delivered on peak day for resale and industrial customers; and, a Commodity Charge, which is based upon the volume of water delivered in Billing Units. Rates may be billed monthly or bi-monthly.

- a) **Fixed Charge:** A charge assessed on all active accounts, for each 30-day period.
- 1) **For Residential, Commercial and Governmental, and Landscape Service,** the Monthly Fixed Charge shall be based on meter size:

Meter Size	Per Meter
5/8-inch	\$20.14
3/4-inch	\$28.25
1-inch	\$44.50
1-1/2-inch	\$85.06

2-inch	\$133.75
3-inch	\$287.95
4-inch	\$490.82
6-inch	\$1,099.47
8-inch	\$1,302.34

- 2) **For Multiple Dwelling Unit Service**, (e.g. apartments and mobile home parks) the Monthly Fixed Charge shall be based on number of dwelling units served, plus a fixed per meter charge:

Per Dwelling Unit Charge	\$16.23
Per Meter Component Charge	\$3.91

- 3) **For Resale and Industrial Service**, the Monthly Fixed Charge shall be based on the number of Units of Capacity represented by the customer's maximum daily demand; or, the customer's contract maximum delivery rate when applicable, unless otherwise specified by contract.

Per Unit of Capacity	\$19.83
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- b) **Renewal and Replacement Charge**: A charge assessed on all active accounts for each 30-day period.

- 1) **For Residential, Multi Dwelling, Commercial and Governmental, and Landscape Service**, the Renewal and Replacement Charge shall be based on meter size:

Meter Size	Per Meter
5/8-inch	\$19.93
3/4-inch	\$29.91
1-inch	\$49.85
1-1/2-inch	\$99.70
2-inch	\$159.52
3-inch	\$348.95
4-inch	\$598.18
6-inch	\$1,345.92
8-inch	\$1,595.17

- 2) **For Resale and Industrial Service**, the Renewal and Replacement Charge shall be based on the number of Units of Capacity represented by the customer's maximum daily demand; or, the customer's contract maximum delivery rate when applicable, unless otherwise specified in the contract.

Per Unit of Capacity	\$16.00
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- c) **Commodity Rate:** A charge for each Billing Unit of water delivered. Tier allocation amounts are per 30-day period. For Multi Dwelling, commodity tier allocations are on a per dwelling unit basis.

1) **Residential and Multi Dwelling Service**

		Billing Units	Rate per Billing Unit
First	900 CF	9	\$1.64
Next	1,900 CF	19	\$1.86
Over	2,800 CF	28	\$2.00

2) **Commercial and Governmental Service**

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$1.76

3) **Landscape Service**

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$1.86

4) **Industrial and Resale Service**

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$0.43

5) **Customers Involuntarily Deprived of Untreated Water Service**

		Billing Units	Rate per Billing Unit
First	900 CF	9	\$1.64
Next	1,900 CF	19	\$1.86
Over	2,800 CF	28	\$0.21

SPECIAL CONDITIONS FOR METERED SERVICE TREATED WATER

- 1) Customers whose requirements, in the opinion of the Agency, may overburden the Agency water system, require unreasonable investment in additional facilities or may interfere with the supply to existing customers will not be supplied water service under this rate schedule. In such cases a special contract will be required under such terms as the conditions warrant.
- 2) Except as provided in Special Condition 3, customers shall begin paying the Agency's rates and charges for water service at the time the water meter is set, or if service is established under the provisions of a Facilities Agreement, at the time the water facilities are accepted, whichever is earlier.
- 3) Customers within improvement districts created prior to January 1, 1994, who have paid the Water Connection Charge prior to January 1, 1994, shall begin paying these rates either on (1) the date their improvement district assessments are fully paid, (2) the date when their last improvement district assessment is due or (3) the date they begin taking delivery of water, whichever is earliest.
- 4) The Agency may review its determination of the number of Units of Capacity assessed to its Resale and Industrial customers from actual meter readings annually on or about the first of the year, or when the Agency determines that service conditions have changed.
- 5) For Customers Involuntarily Deprived of Untreated Water Service:
 - a. This special rate shall continue in effect for existing customers until such times the Agency makes untreated water service available.
 - b. This special rate shall apply only to those who are Agency customers at the time the Agency severs untreated water service and only to water used on land being served with untreated water at that time. Service of treated water to anyone who becomes a customer after that date or to any additional lands owned or leased

by the existing customer shall be at the Agency's rates for general metered service of treated water and subject to all other Agency rules, regulations, and charges.

- c. This special rate shall continue only so long as there is no change in ownership or substantial change in use of the land entitled to this rate. Inheritance of the land by a surviving spouse or a lineal descendant shall not be deemed a change in ownership. Any service of treated water to this land for lot splits, subdivisions, or additional customers shall be at the Agency's rates for general metered service of treated water and subject to all other Agency rules, regulations, and charges.

Schedule 2
CONSTRUCTION WATER SERVICE

APPLICABILITY

Schedule 2 rates are applicable to treated and untreated water furnished through a water meter or other acceptable measuring device on a temporary basis for construction projects or for the purpose of an inspection of a residence or commercial property in connection with a real estate transaction.

RATES

The rates for construction water service includes a monthly Fixed Charge; a monthly Renewal and Replacement charge; and a Commodity Charge, which is based upon the volume of water delivered in Billing Units. Rates may be billed monthly or bi-monthly.

- a) **Fixed Charge:** A Monthly Fixed Charge, based on meter size, assessed on all active accounts, for each 30-day period.

Meter Size	Per Meter
5/8-inch	\$20.14
3/4-inch	\$28.25
1-inch	\$44.50
1-1/2-inch	\$85.06
2-inch	\$133.75
3-inch	\$287.95
4-inch	\$490.82
6-inch	\$1,099.47
8-inch	\$1,302.34

- b) **Renewal and Replacement Charge:** A charge, based on meter size, assessed on all active accounts for each 30-day period.

Meter Size	Per Meter
5/8-inch	\$19.93
3/4-inch	\$29.91
1-inch	\$49.85
1-1/2-inch	\$99.70
2-inch	\$159.52

3-inch	\$348.95
4-inch	\$598.18
6-inch	\$1,345.92
8-inch	\$1,595.17

- c) **Commodity Rates:** A charge for each Billing Unit of water delivered. Tier allocation amounts are per month.

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$3.52

SPECIAL CONDITIONS FOR CONSTRUCTION WATER SERVICE

- 1) This service is available only upon application and agreement in the form on file with the Agency.
- 2) The Standard Charge for setting up an account and the Installation Charge, if required, and the Equipment Deposit, are set forth in Section 40903.
- 3) The Agency may require a commodity deposit based on an estimate of the quantity of water to be used. Any overpayment will be refunded upon verification of the final meter reading.
- 4) When construction water is taken directly from our untreated water system, the Commodity Charge for an Untreated Water Load Count will be 2x the rate included in Schedule 4 (Metered Irrigation Services – Untreated Water) Commodity Rate. The Fixed Charge and the Renewal and Replacement Charges will be based upon Schedule 5 – General Irrigation Service – Untreated Water.

Schedule 3
PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY

Schedule 3 rates are applicable to emergency fire suppression service to indoor sprinkler systems and private fire hydrants, where the Agency provides either a dedicated fire service line or a larger service line than is required to meet the customer’s non-fire emergency retail treated water flow requirements. This charge is not applicable to public fire hydrants which are accessible to and maintained by municipalities or fire protection districts.

RATES

The rates for private fire protection service includes a monthly Fixed Charge, which is based on the size of the customer’s meter; plus a Commodity Charge based upon the volume of water delivered in Billing Units. Rates may be billed monthly or bi-monthly.

- a) **Fixed Charge:** A charge, based on meter size, assessed on all active accounts, for each 30-day period. Customers with dedicated fire service lines shall pay the rate shown in the following table. Customers with combined fire and domestic or commercial service shall pay the rate shown in the following table for the size meter installed, plus the Fixed Charge shown in Schedule 1 for the size meter that would be required if fire service were not included.

Meter Size	Per Month
1 Inch	\$0.32
2 Inch	\$1.99
3 Inch	\$5.76
4 Inch	\$12.28
6 Inch	\$35.66
8 Inch	\$75.99
10 Inch	\$136.64
12 Inch	\$220.71
14 Inch	\$331.06
16 Inch	\$470.35

- b) **Commodity Rates:** A charge for each Billing Unit of water delivered through a dedicated fire service line. For customers with combined fire and domestic or commercial service, there shall be no separate commodity charge for this service.

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$3.52

SPECIAL CONDITIONS FOR PRIVATE FIRE PROTECTION SERVICE

1. With the exception of 1-inch combined residential domestic and fire service, service rendered pursuant to Schedule 3 will be furnished only to fire protection systems which are completely isolated from all other water pipes and services of the customer.
2. Each dedicated private fire protection only service shall have a detector check valve, with approved bypass meter to be supplied and maintained by PCWA, located at or near the edge of the public right-of-way. The Agency's system shall extend to, but will not include, the detector check valve.
3. The Agency will, at the applicant's expense, install valves and pipelines between the water main and the detector check valve; or the installation may be made by the applicant in accordance with Agency requirements and subject to Agency inspection.
4. The Agency's responsibility shall be to make available only such water in quantities and at pressures as may be available from time to time as a result of normal operation of its water distribution systems. Customers may not take water under this schedule except in the case of fire or for the purpose of periodical tests and inspections.
5. The customer shall indemnify the Agency and hold it harmless against any and all claims arising out of service under this schedule and shall further agree to make no claim against the Agency for any loss or damage resulting from service hereunder.
6. In the event of any violation of conditions under which a private fire protection service is given, the Agency may terminate such service and in such event the Agency will not be liable for any damage resulting from such action.

Schedule 4
METERED IRRIGATION SERVICE - UNTREATED WATER

APPLICABILITY

Schedule 4 rates are applicable to metered service of untreated water from the Agency's untreated water system, excluding resale service under Schedule 6.

RATES

The rates for Metered Irrigation Service of untreated water includes a monthly Fixed Charge, which is based upon the size of the customer's meter; a monthly Renewal and Replacement charge; and a Commodity Charge which is based upon the volume of water delivered in Billing Units. Rates may be billed monthly or bi-monthly.

- a) **Fixed Charge:** A charge, based on meter size, assessed on all active accounts, for each 30-day period.

Meter Size	Per Meter
5/8-inch	\$10.27
3/4-inch	\$13.65
1-inch	\$20.43
1-1/2-inch	\$37.34
2-inch	\$57.64
3-inch	\$121.92
4-inch	\$206.50
6-inch	\$460.24
8-inch	\$544.83
10-inch	\$1,289.12

- b) **Renewal and Replacement Charge:** A charge, regardless of meter size, assessed on all active accounts for each 30-day period.

Per Meter	\$10.09
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- c) **Commodity Rates:** A charge for each Billing Unit of water delivered.

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$0.21

Schedule 5

GENERAL IRRIGATION SERVICE - UNTREATED WATER

APPLICABILITY

Schedule 5 rates are applicable to Winter and Summer irrigation service of untreated water from the Agency's untreated water system that is not served to the customer through a meter.

RATES

The rates for General Irrigation Service of untreated water service includes a monthly Fixed Charge; a monthly Renewal and Replacement charge; and a Commodity Charge, which is based upon the delivery rate in Miners' Inches. Rates may be billed monthly or bi-monthly

- a) **Fixed Charge:** A charge assessed on all active accounts, for each 30-day period.

Per Service	\$5.88
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- b) **Renewal and Replacement Charge:** A charge assessed on all active accounts for each 30-day period.

Per Service	\$5.88
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- c) **Commodity Rates:** A charge for each 30-day period for each Miner's Inch of regulated flow available throughout the season.

	Winter	Summer
Per Miners' Inch Charge	\$80.90	\$67.96

DEMAND WATER: When Demand water is available it may be purchased at commodity rates equal to the applicable irrigation schedule. No Service Charge will be incurred for demand water.

Schedule 6
RESALE SERVICE - UNTREATED WATER

APPLICABILITY

Schedule 6 rates are applicable to untreated water service intended for subsequent treatment and resale purposes to customers who have contracted for such service.

RATES

The rates for Resale Measured and Resale Metered service of untreated water includes a monthly Fixed Charge; a monthly Renewal and Replacement charge; and a Commodity Charge, which is based upon the volume of water delivered in either Billing Units or Miners Inches. Rates may be billed monthly or bi-monthly.

a) **Fixed Charge:** A charge assessed on all active accounts, for each 30-day period.

1) **For Resale Metered Service, Untreated,** the Monthly Fixed Charge shall be based on meter size:

Meter Size	Per Month
5/8-Inch	\$10.27
3/4-Inch	\$13.65
1-Inch	\$20.43
1-1/2-Inch	\$37.34
2-Inch	\$57.64
3-Inch	\$121.92
4-Inch	\$206.50
6-Inch	\$460.24
8-Inch	\$544.83
10-Inch	\$1,289.12

2) **For Resale Measured Service, Untreated,** the Monthly Fixed Charge for a service of a continuous flow of water throughout the season through an approved measuring device:

Per Month	\$7.99
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b) **Renewal and Replacement Charge:** A charge assessed on all active accounts for each 30-day period.

- 1) **For Resale Metered Service, Untreated,** the Renewal and Replacement Charge per month, regardless of meter size:

Per Meter	\$10.09
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- 1) **For Resale Measured Service, Untreated** the Renewal and Replacement Charge per month:

Per Month	\$7.99
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c) **Commodity Rates:**

- 1) **For Resale Metered Service, Untreated:** A charge for each Billing Unit of water delivered.

	Billing Units	Rate per Billing Unit
Per 100 CF	1	\$0.30

- 2) **For Resale Measured Service, Untreated:** A monthly charge for each Miner’s Inch of regulated flow available throughout the season.

	Winter	Summer
Per Miners’ Inch Ordered	\$220.24	\$186.58

SPECIAL CONDITION FOR RESALE SERVICE UNTREATED WATER

A written agreement between the Agency and the Resale service provider will be required for service supplied on this schedule. Any special conditions in the agreement shall supersede these Rules and Regulations.

Article 9: Miscellaneous Charges

On January 1, 2022, the adjustments will include a one-time adjustment based upon the actual cost of service, with exception to the regulated reconnection charges, under the Water Shutoff Protection Act, which will be increased by the Consumer Price Index-All Urban Consumers (CPI-U): U.S. city average, Series ID CUUR0000SA0. In the years 2023 - 2027, effective every January 1, the annual inflation increase will be limited to the Consumer Price Index-All Urban Consumers (CPI-U): U.S. city average, Series ID CUUR0000SA0, but not less than zero, as measured by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period December through November of the preceding year.

Sec. 40900 **BACKFLOW PREVENTION DEVICE TEST CHARGE.**

Ref: Section no. 40600

Charge \$118.00

The Agency may inspect and test a customer's backflow prevention device if requested by the customer or if required to meet State requirements. The Agency will assess a separate charge for each such inspection, which will be added to the customer's water bill.

Sec. 40901 **CERTIFICATION OF CROSS CONNECTION CONTROL (BACKFLOW) CHARGE.**

Ref: Section No. 40600

Charge \$0.48 per assembly

A monthly charge for accounts required by the state to have cross connection control (backflow) devices to protect the public water supply.

Sec. 40902 **CERTIFICATION OF TREATED WATER SOURCE (CONSTRUCTED CONVEYANCE) CHARGE.**

Ref: Section No. 40601

Charge \$7.00 per account

The charge is monthly per account for customers who must provide proof of potable water delivery.

Sec. 40903 **CHARGE FOR CONSTRUCTION WATER SERVICE.**

Ref: Section Nos. 40600/40602/40802/40900

Permit Fee \$43.00

The Permit fee is to set up the account and the customer takes the meter and installs it on a hydrant, or other facilities used to access the water system.

Cross connection control is required for all Treated Construction Water services as set forth in Sec. 40600.

Backflow Inspection.

A Backflow Prevention Device Test Charge applies when Agency staff are required to set a hydrant/construction meter where a Backflow device is required as set forth in Sec. 40900.

Deposit.

In addition to the above described charges, the applicant shall provide an Equipment Deposit of an amount equivalent to the cost of the meter or equipment provided. Upon completion of service, the deposit will be refunded if the meter or other equipment are returned undamaged.

Sec. 40904 DELINQUENT PAYMENT CHARGE.

Delinquent Payment Charge Six percent (6%) of the delinquent amount on a balance greater than \$20.

If the Agency does not receive payment within 7 days of the bill due date, the account will become subject to the Delinquent Payment Charge.

Sec. 40905 DOOR TAG CHARGE.

Ref: Section No. 41001

Charge \$50.00

The Agency is required to make a reasonable, good faith effort to contact an adult person at the premises of the customer by telephone at least 48 hours prior to any termination of service. Telephone contact will be attempted and

the Agency shall post a door tag at the residence at least 48 hours prior to termination of service, and assess a Door Tag Charge.

Sec. 40906 FIRE FLOW INFORMATION CHARGE.

Charge \$334.00 per flowed hydrant

Persons and entities requesting the Agency to determine fire flows and/or residual pressures shall pay the Agency's costs for providing such information as determined by the Agency's engineering department.

Sec. 40907 [RESERVED]

Sec. 40908 [RESERVED]

Sec. 40909 [RESERVED]

Sec. 40910 PROJECT APPLICATION CHARGE.

Ref: Section No. 40501

Charge \$147.00

The non-refundable application charge is based on the average administrative time spent to open and close a project. This charge is in addition to any deposit charge required for plan review or inspection.

Sec. 40911 [RESERVED]

Sec. 40912 RETURNED PAYMENT CHARGE.

Charge \$25.00

A charge shall be applicable to a payment that is returned unpaid. If the returned payment results in the termination of service due to nonpayment, service will not be restored until the customer pays the returned payment charge, as well as all other amounts due.

Sec. 40913 SERVICE INSTALLATION - CANAL TURNOUT AND DEMAND IMPACT CHARGE.

Ref: Section No. 40402

The Charge to install a service involving the use of a meter will be the same connection charges for installation of service connection and meter for treated water system.

The Charge to install canal turnouts is as follows:

Size of Turnout	Charge
1/2 to 7 Miners' Inch capacity	\$1160.00
7 Miners' Inches or more capacity and all pipelines	Time & Materials (T&M)

New or enlarged untreated water service customers shall also be assessed a Demand Impact Charge

Demand Impact Charge	\$337.00 per 1/2 miners' inch. On metered connections, the charge shall be based on the estimated demand set forth in the application for service, but not less than \$337.00
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Demand Impact Charges, once paid, are not refundable nor transferable.

Sec. 40914 SERVICE INSTALLATION AND METER SET.

Ref: Section Nos. 40920

Service Installation Charge

Actual cost

A new Service Lateral installation of any size shall be installed on an actual cost basis. A mandatory time and materials estimate will need to be performed prior to construction. A time and materials fee as set forth in Section 40920 will be required to perform the estimate. The paid charge shall be credited to the time and materials costs when applicable.

A Service Installation could include the lateral, meter & box, sand, repaving, and any other costs pertinent to the installation.

Ref: Section Nos. 40302/40304

Meter Set Charge
5/8" to 1-1/2" \$174.00 for labor, plus materials

The charge to set a meter 1-1/2-inch or less, with an existing service lateral between the Agency's distribution pipeline and the meter, is the above charge. When a lateral does not exist, a Service Installation is required. The material charge for a meter set shall be the Agency's cost for the type and size of the meter installed, plus parts.

Meter sets for meters 2-inches or larger and installations shall be billed at a time and material basis.

Sec. 40915 SERVICE RECONNECTION CHARGE.

Ref: Section No. 41003, 41009

Charge	\$ 80.00	Treated Services
	\$ 80.00	Untreated Services
After-Hours	\$204.00	

The reconnection or turn-on charge shall be for any reconnection made during normal business hours. The After-Hours Charge applies when a field trip is performed by personnel after business hours. The Agency will charge an additional \$10.00 for a second, or further, occurrence within a twelve month period.

Water Shutoff Protection Act.

Charge	\$ 52.00
After-Hours	\$157.00

Per the Water Shutoff Protection Act, and effective after February 1, 2020, if a residential customer demonstrates, to the Agency, that the customer's household income is below 200% of the federal poverty line, the Agency shall charge no more than \$50 for reconnection of service during business hours or

no more than \$150 for after-hours reconnection. Health & Safety code 116910.

Reconnection fees for customers who demonstrate that the customer's household income is below 200% of the federal poverty line are subject to annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

Sec. 40916 SERVICE CHARGE.

Ref: Section No. 40300/41010

Charge	\$ 20.00	(no field trip required)
	\$ 60.00	(field trip is required)
After-Hours	\$204.00	

A Service Charge is to reimburse the Agency's administrative and field trip (if needed) costs associated with setting up an account, or other service-related customer requests (e.g. a pressure test, meter re-read, untreated water service requests, or as set forth in Sec. 41010 for customer requested meter testing). The After-Hours Charge applies when a field trip must be performed by personnel after business hours.

Sec. 40917 [RESERVED]

Sec. 40918 TAMPERING CHARGE.

Ref: Section No. 41005/41009

<u>Charge</u>		<u>Action</u>
\$250.00	(first occurrence)	written warning
\$250.00	(second occurrence)	2 nd written warning
\$250.00	(third occurrence)	service termination - pull meter / lock canal service

Persons who intentionally tamper with Agency facilities shall be subject to a Tampering Charge. Facility tampering includes, but is not limited to interference with a pin-lock, pad-lock, reconnection of a pulled meter, canal measuring device, or unauthorized use of water or damage to a fire hydrant. In addition to the Tampering Charge, persons tampering with Agency facilities

shall also be required reimburse the Agency for repair of any damaged to facilities on a time and materials basis.

Sec. 40919 VARIANCES AND WAIVERS CHARGE.

Ref Section No. 40209

Charge \$ 0.00 (first request for non-abutting service)
 \$305.00 (each subsequent time extension or
 additional request, or other variance
 requests)

A variance charge shall apply to any variance request, extension or additional request. However, there shall be no charge assessed upon first request for a variance for treated water service to a premise that does not abut an Agency main.

Sec. 40920 WATER SERVICE WRITTEN ESTIMATE CHARGE.

Charge \$172.00

A non-refundable charge to provide a written estimate of the Agency's cost of construction when a site evaluation is required. If a charge is paid and construction is completed, the paid charge shall be credited to the time and materials costs. There is no charge for construction estimates provided to a customer at the Agency's counter not requiring a site evaluation.

Sec. 40921 WATER WASTE CHARGE.

Ref: Section No. 40208/41005

<u>Charge</u>		<u>Action</u>
-----	(first occurrence)	written notification
-----	(second occurrence)	written warning
\$75.00	(third occurrence)	2 nd written warning
\$75.00	(fourth occurrence)	service terminates – lock meter / lock canal service

This charge is intended to recover staff costs to monitor and enforce prohibitions against water waste.

Sec. 40922 WCC INSTALLMENT PAYMENT PROCESSING CHARGE.

Ref: Section No. 40705

Charge \$236.00

**Article 10: Billings, Deposits, Adjustments,
Termination, Severance and Reinstatement of Service**

Sec. 41000 **DEPOSIT FOR SERVICE.** New customers are required to maintain a deposit of an amount not in excess of the estimated bill for three months' service until the customer establishes a good payment record for 12 months, or unless the customer provides acceptable credit history from another utility showing twelve months of recent good payment history. The Agency shall refund the deposit or the balance in excess of any unpaid bills upon establishment of the good payment record. The Agency shall not pay interest on deposits. Customers may be billed the deposit or required to pay the deposit prior to connection of service.

An additional deposit may be required for customers with multiple late payments or poor payment history with the Agency.

Sec. 41001 **BILLINGS AND DELINQUENCY.** All bills are due and payable on the due date presented on the bill, and shall become delinquent 7 calendar days thereafter. The following table shows the milestones, calendar days and Agency actions for delinquency through termination of service, collections and severance of service. The calendar days shown are from the date the bill is mailed and are minimums and may be extended due to weekends and holidays.

Milestones	Calendar days	Actions
Bill Mailed	0	
Bill Due Date	23	The bill due date is a minimum of 21 days after the bill is received by the customer
Late Fee Date	30	Bill is delinquent 7 days after the bill due date and late charges apply
Reminder Call	37	7 days after the delinquent date customer receives an automated reminder call that the bill is due
Final Written Notice	45	15 days after the delinquent date Agency sends a written notice that the bill is delinquent to the customer and occupant (if

		customer does not live at property address) of options to avoid termination of service and that if not paid or no arrangements made within 45 days service will be terminated. If mail is returned undeliverable, Agency must make good faith attempt to visit residence and leave notice and Agency's written disconnect policy in conspicuous place.
Door Tag Notification	80	10 day notice, door tag charge applies
Termination	90	60 days after delinquent date, service is locked
Collections initiated	120	Collection process initiated 30 days after termination
Notice of Severance	210	30-day notice to bring bill current or Agency will sever service sent to customer, sent after 180 days delinquent
Severance	240	Service is severed

Charges noted are set forth in Sections 40904, 40905 and 40915. Termination for nonpayment provisions are set forth in Section 41004. Collection provisions are set forth in Section 41012. Severance provisions are set forth in Section 41008.

Sec. 41002 BILLING DISPUTES AND ADJUSTMENTS.

Billing Disputes.

Customers may dispute bills, or request adjustment of bills, within 60 days of bill date. No penalties or charges shall accrue on a disputed bill until 10 working days after a response from the Agency is provided.

The Agency will not terminate service when a customer demonstrates that they meet the requirements included in the Health & Safety Code section 116908 (b). After a decision has been made, termination will follow the guidelines associated with the current delinquency timeline.

Type of Adjustments.

The General Manager shall have the authority to adjust a customer's bill for water commodity charges in instances of an unanticipated leak from underground or unexposed pipes, unauthorized use by others, or some other circumstances beyond the customer's direct or immediate control. Billing adjustments are not issued when there is a visible leak such as from faucets, toilets, sprinklers and hose bibs or for wasteful use resulting from the customer's negligence.

The General Manager shall have the authority to correct any billing errors made by the Agency. All other disputes shall be referred to the Board. Any customer, whose complaint or request for an adjustment has resulted in an adverse determination by the General Manager may appeal the determination to the Board of Directors.

No adjustments are given for service outages or interruptions including, but not limited to, maintenance or repair, temporary shortages or insufficiency of water supply or pressure.

Procedure for Unanticipated Leak Adjustment.

A customer request for a billing adjustment must be in writing and received within 60 days from the date of the bill that includes the disputed charges. The customer shall present evidence to the Agency's satisfaction that losses have occurred which were beyond the direct control of the customer and that upon discovery of such losses, the customer took immediate steps to stop losses and completed repairs of all leaks. Upon approval, the Agency will deduct half the commodity charge billed for water delivered in excess of normal usage. As used in this section "normal" usage shall mean the average of metered deliveries of water to the customer's premises for the same two billing periods during the three preceding years. If previous consumption figures are not available, estimates based on the best information available shall be used. No more than one adjustment will be made to the same customer for the same premises in any five-year period.

Example.

A customer whose normal consumption in the three preceding years for the same billing period who has an average of 30 Billing Units of commodity use receives a bill for 50 Billing Units of commodity use. The bill components for a 5/8" meter would be: Fixed Charge totaling \$20.14, Renewal and Replacement

Charge totaling \$19.93 and Commodity Charge for Billing Units totaling \$94.10, for a total bill amount of \$134.17. A bill for 30 Billing Units be a Commodity Charge totaling \$54.10 rather than \$94.10 for the 50 Billing Unit Commodity Charge with the difference between these two Billing Unit amounts totals \$40 ($\$94.10 - \$54.10 = \40). The Agency, upon approval of the General Manager, will deduct one half of the difference, or \$20 and the customer's adjusted total bill for the 50 Billing Units would be \$114.17 ($\$20.14 + \$19.93 + \$94.10 - \$20 = \114.17). The Fixed and Renewal and Replacement Charges are not affected.

Sec. 41003 PAYMENT AGREEMENTS.

- a) Amortization of Delinquent Bill for Retail Water Service. the General Manager shall review all requests for an extension of the payment period received within 10 days of the mailing of the termination notice required by Section 41004 where the retail water customer asserts that full payment of a bill is beyond their means prior to termination. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed 12 months. Any customer, whose request has resulted in an adverse determination, may appeal the determination to the Board of Directors.
- b) Approve Payment Agreements. The General Manager is hereby authorized to investigate complaints and review disputes pertaining to any matters for which service may be restricted or severed and to rectify errors and settle controversies pertaining to such matters. The General Manager is also authorized, upon a proper showing by a retail water customer of their inability to pay a delinquent bill during the normal period, to grant permission to amortize the unpaid balance over a reasonable period of time, not to exceed 12 months. The General Manager may bring such controversies to the Board for settlement by the Board prior to the termination of any such service.
- c) Failure to Comply with Payment Agreement. If a customer fails to comply with an amortization agreement, the full amount of the unpaid balance shall immediately become due and payable and the Agency shall

commence the process for termination of service pursuant to Section 41004.

Sec. 41004 TERMINATION OF TREATED WATER SERVICE FOR NONPAYMENT. The Agency may terminate water service for nonpayment of rates and charges after expiration of the time periods provided in Section 41001 and after notification as provided herein. The Agency may make exceptions to its termination procedures under certain circumstances.

- a) Notice Requirements. Where the Agency provides treated water service to actual users, other than the owner or customer of record, through a master meter to a multi-unit residential structure, mobile home park, or farm labor camp, or furnishes individually metered service to a single family dwelling, the Agency shall make every good faith effort to inform the actual users of the services, by means of written notice, when the account is in arrears, that service will be terminated in not less than ten (10) days. The written notice shall further inform the actual users that they have the right to become customers of the Agency without being required to pay the amount due on the delinquent account. The notice shall be in English and in the languages listed in Section 1632 of the Civil Code. Such notice shall be given not earlier than nineteen (19) days from the date of mailing the Agency's bill for such service and the ten (10) day period shall not commence until five (5) days after the mailing of the notice. In addition to the ten (10) day notice, the Agency shall make a reasonable, good faith effort to contact an adult person residing at the premises of the customer by telephone or in person at least 48 hours prior to any termination of such service except that whenever telephone or personal contact cannot be accomplished, the Agency shall give, by mail or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination.

Notice of termination of service shall include all of the following information:

- 1) The name and address of the customer whose account is delinquent.
- 2) The amount of the delinquency.

- 3) The date by which payment or arrangements for payment is required in order to avoid termination.
 - 4) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, unless the Agency's bill for services contains a description of that procedure.
 - 5) The procedure by which the customer may request amortization of the unpaid charges.
 - 6) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state or federal sources, if applicable.
 - 7) The telephone number of a representative of the Agency who can provide additional information or institute arrangements for payment.
 - 8) That the actual users of the service have the right to become customers of the Agency without being required to pay the amount due on the delinquent account.
 - 9) That the Agency is not required to make service available to the actual users unless each actual user agrees to the terms and conditions of service, and meets the requirements of the Agency's rules and regulations.
- b) If one or more actual users are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the Agency, and if there is a physical means, legally available to the Agency, of selectively terminating service to those actual users who have not met the requirements of the Agency's rules and regulations, the Agency shall make service available to the actual users who have met those requirements
- c) Except however, Water Service shall not be terminated for nonpayment in any of the following situations:

- 1) During the pendency of any investigation by the Agency of a customer dispute or complaint.
- 2) When a customer has been granted an extension for payment of a bill. Unless the customer fails to pay their current charges or fails to meet an existing payment agreement.
- 3) Water Service shall not be discontinued if all three of the following conditions are met:
 - i. The customer, or a tenant of the customer, submits to the Agency the certification of an internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, nonphysician medical practitioner, or any primary care clinic, rural health clinic, community clinic or hospital outpatient clinic currently enrolled in the Medi-Cal program, which agrees to provide case management to Medi-Cal beneficiaries, that discontinuation of Water Service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where Water Service is provided; and
 - ii. The customer demonstrates that he or she is financially unable to pay for Water Service within the Agency's normal billing cycle. The customer shall be deemed financially unable to pay for Water Service within the Agency's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level; and
 - iii. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment for all delinquent charges.

- 4) Where a tenant user of a delinquent customer of water service elects to become a customer of the Agency as provided herein.
- d) At the Agency's discretion, in lieu of termination of service, the Agency may install a flow restrictor on a treated water service restricting flow to a half gallon per minute.
- e) Reporting: The Agency will provide the State Water Resource Control Board an annual report containing the number of disconnections and present the same information on the Agency website.

Sec. 41005 TERMINATION OF WATER SERVICE, OTHER THAN AS PROVIDED IN SECTION 41004, FOR NONPAYMENT. The Agency may terminate water service for causes provided herein and after notification as provided herein.

- a) Water service may be terminated immediately without notice for any situation which presents an immediate health or safety hazard to the public water system. The water service shall be locked and remain inactive until corrective action has been approved by the Agency. The Agency shall attempt to contact the customer by telephone and shall mail a letter to the customer as soon as reasonably possible to set forth the reasons for the termination. Conditions that create a basis for the immediate termination of water service shall include, but are not limited to, the following items:
 - 1) Direct or indirect connection between the public water system and a sewer line.
 - 2) Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
 - 3) Unprotected direct or indirect connection between the treated water system and any other water source.
- b) Water service may be terminated for failure of the customer to operate or maintain their facilities in a suitable condition so as to prevent waste of water.

1) UNTREATED WATER CUSTOMERS:

If a customer is found to be taking delivery of an amount of water that exceeds the consumptive needs of their property such that there is persistent runoff into local drainage or storm drain systems, such excess water delivery shall be deemed a waste and unreasonable use of the Agency's water resources and the customer shall be subject to Water Waste Charges, as set forth in Section 40921 herein, and a reduction in the amount of water that the customer may purchase.

Following written notification of a water waste occurrence, the customer may choose to modify their facilities, or work with the Agency to reconfigure their Service Box such that water is delivered only on an "as-needed" basis, or may voluntarily reduce the amount of water purchased.

If a customer fails to eliminate persistent water waste within a reasonable amount of time, the Agency may permanently reduce the size of the customer's delivery orifice until such waste is eliminated.

2) TREATED WATER CUSTOMERS:

The Agency shall notify customers and actual users of waste and unreasonable use of water if there is persistent and excessive discharge of water from a customer's property. Such notifications shall result in imposition of a Water Waste Charge as set forth in Section 40921. If water waste continues or if the Agency finds that all or most of the delivered water results in discharge from the customer's or actual users property or area of use, the Agency may terminate service to the property.

- c) Water Service may be terminated for repeated tampering with Agency facilities or unauthorized taking of water or the taking of water in excess of the amount paid for.
- d) During extreme water shortages, if voluntary conservation measures are not sufficient to prevent a water shortage emergency, the Agency may institute additional mandatory conservation measures, up to and including temporary suspension of water service.

- e) Any violation by the customer of any rules and regulations of the Agency governing water service.
- f) Notice Requirements. Except in health emergency situations described in Section 41004 c) 3), at least 10 days before terminating service, the Agency shall provide the customer with a written notice specifying the reason for the proposed termination and informing the customer of the procedure to discuss the proposed termination with the General Manager. The General Manager has the authority to review disputes, rectify errors, and settle controversies pertaining to such proposed termination of service. The Agency's contact information shall be provided in a notice of termination given to a customer.
- g) At the Agency's discretion, in lieu of termination of service, the Agency may install a flow restrictor on a treated water service, restricting flow to a half gallon per minute.

Sec. 41006 TERMINATION OF SERVICE ON WEEKENDS, HOLIDAYS, OR AFTER HOURS. Water service shall not be terminated because of any delinquency in payment on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the Agency are not open to the public.

Sec. 41007 SEVERANCE OF SERVICE BY CUSTOMER. A customer who is a property owner of an unoccupied property may sever any service by filing a Request for Severance form with the Agency acknowledging that thereafter the Agency is no longer obligated to provide any water service to the customer's property. Any customer who has filed such a form, who subsequently wants service reinstated, must pay the charges required in Section 40305 for reinstating service to property previously served.

Sec. 41008 SEVERANCE OF SERVICE BY AGENCY. Customers whose water service has been terminated pursuant to this Article, who remain delinquent in the payment of any charges for more than 180 days shall be mailed notice stating that unless they pay all such delinquent charges within 30 days of the date of the notice, the Agency shall sever its obligation to deliver water to the property and remove the water meter or other device.

Sec. 41009 REINSTATEMENT OF SEVERED SERVICE. If water service is severed for failure to pay a bill, the service shall not be reinstated until the delinquent amount, including amounts set forth in Section 40904, plus a Service Reconnection Charge as set forth in Section 40915 is paid in full. If water service is severed for any violation of Agency rules or regulations, the payment of a Water Connection Charge may be required as set forth in Section 40305, plus the payment of any other amounts due and owing to the Agency as set forth in Section 40918.

Sec. 41010 METERS - READING, TESTING AND BILL ADJUSTMENT. Meters will be read monthly or bimonthly as directed by the General Manager. When it is impossible to read the meter due to any obstructions, an average bill or series of average bills will be rendered until an accurate meter reading can be obtained.

If a meter fails to register, the charge for service will be based upon the average quantity of water supplied for comparable service during the preceding year.

The Agency may test meters at any time at its discretion and shall test a meter upon the request of a customer provided the customer first deposits the charge as set forth in Section 40908 with the Agency. If the test shows the meter is registering the water actually passing through it, within 5% of accuracy, the deposit shall be retained by the Agency to cover its cost of testing.

If the test shows that the meter is in error by 5% or more, the deposit shall be refunded and the meter replaced or repaired. Also, if, upon testing a meter, a meter is found to register 5% more water than actually passes through it, the Agency shall replace the meter and refund to the customer the overcharge that may have been made during the preceding three months due to the inaccuracy of the meter.

Sec. 41011 PRORATION OF BILLS. Bills for less than the normal billing period shall be prorated as to minimum charges.

Sec. 41012 COLLECTIONS. The following procedures shall be used for the collection of delinquent accounts, determining that accounts are uncollectible and for

writing off uncollectible accounts, other than taxes or special assessments collected on the tax roll:

- a) 30 days after an account has been terminated, unless a valid claim with the Agency is pending, the Agency may use any collection procedure allowable by law, including small claims court action, a collection service, or other appropriate method.
- b) The General Manager may deem an account uncollectible pursuant to state statute or after collections efforts have been exhausted.
- c) The General Manager is authorized to write off individual bill amounts from \$0.01 - \$999.99 that have been deemed uncollectible.
- d) Approval by the Board of Directors is required to write off individual bill amounts of \$1,000 or more.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 8, 2022
AGENDA ITEM NO. 8.B.**



AGENDA SECTION: OLD BUSINESS

SUBJECT: REVIEW OF REQUEST FOR PROPOSAL FOR AUBURN LAKE TRAILS - WASTE DISCHARGE REQUIREMENT UPDATE

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Auburn Lake Trails Subdivision (the Zone) consists of a well-established housing development located north of Highway 193, beginning approximately two-miles east of Cool in El Dorado County, California and encompasses an area of approximately 2,500 acres created by Trans-Land Company in 1972. At the time of development, a legal dispute developed between the property owners and the developer over wastewater disposal and other issues which was eventually settled in 1984. As a result of the legal settlement, the density of the Subdivision was reduced from 1,850 lots to 1,100 total lots and the District became the regulatory agency responsible for wastewater disposal within the Subdivision, and the owner of the Community Disposal System (CDS). The Zone was formed on March 19, 1985. The purpose of the Zone is to preserve and protect the environment and public health through an approved management program for individual and small community wastewater disposal systems in lieu of an area-wide sewage collection, treatment, and disposal system. As set forth in the Resolution 84-6, the District shall investigate, test, design, operate, monitor, inspect and if necessary, maintain and repair the wastewater disposal systems within the Zone at the individual homeowner's expense.

Waste Discharge Requirement, No. R5-2002-0031 (the Order) was issued by the Regional Water Quality Control Board (RWQCB) to act as the regulatory document for the Zone. As of December 31, 2021, a total of 1,031 lots have been developed. A total of 137 lots are connected to the CDS which are lots that could not support an individual wastewater system. The CDS collects septic tank effluent from each residential septic tank that is transfer for conventional sub-surface disposal. The remaining 896 lots employ various on-site wastewater disposal systems; including conventional, pressure dosed, sand filter, mound and alternative technology systems.

DISCUSSION

The Order was issued by the RWQCB in 2002 and since its issuance new septic technologies and been developed, building regulations have been modified and monitoring and sampling requirements have been updated. An updated WDR could potentially allow for various types of wastewater technologies to employed, additional single family dwellings developed and reduction of monitoring and sampling requirements. However, it is important to recognize WDR evaluation could lead to more restrictive wastewater requirements due ever changing regulatory landscape and existing lithology.

The RFP would be advertised through Ebidboard for approximately 60 days and qualified bidders will be notified of project opportunity. The RFP is included as Attachment A.

FISCAL IMPACT

The estimated fiscal impact of the Order update is \$50,000, but a funding source is yet to be determined.

RECOMMENDED ACTION

Staff recommends that the Board endorses the announcement of the RFP and provide staff direction for funding source.

ATTACHMENTS

1. Request for Proposal | Waste Discharge Requirement Update

ATTACHMENT 1

REQUEST FOR PROPOSAL | WASTE DISCHARGE REQUIREMENT UPDATE



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSALS

Auburn Lake Trails Wastewater Management Zone - Waste Discharge Requirement Update

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): XX

Submit Proposal to: Adam Brown
Water Resources Manager
Georgetown Divide Public Utility District Office
6425 Main Street
P.O. Box 4240
Georgetown, CA 95634

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFPs is at the following website: http://gd-pud.org/#Bids_&_Proposals

**Request for Proposals
Waste Discharge Requirement Update**

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ATTACHMENTS

- A. Waste Discharge Requirement
- B. Sample Professional Services Agreement

Request for Proposals Waste Discharge Requirement Update

1. INTRODUCTION

The Georgetown Divide Public Utility District (the District) is soliciting proposals from qualified Consultants to perform an evaluation and update of Waste Discharge Requirement, No. R5-2002-0031 (the Order, Attachment A).

The District will use a “Qualifications Based Selection” process in determining which firm to select for the contract. The process will include an evaluation and ranking of firms based on set evaluation criteria.

The District will open and review the proposals to establish the top ranked firm. If for any reason an acceptable contract cannot be negotiated with the top ranked firm, negotiations will commence with the next- highest ranked firm.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors of omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process as well as a sample copy of the Districts Professional Services Agreement.

Request for Proposals Waste Discharge Requirement Update

1.2 RFP Schedule

Advertisement of RFP	February 11, 2022
Deadline for Questions	March 11, 2022
Response to Questions	March 25, 2022
Deadline for RFP Submittal	No later than 2:00 PM, April 1, 2022
Final Consultant Selection	Anticipated April 12, 2022

1.3 General Selection Process

The District intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team;
- Project Understanding and Innovation;
- Work Plan / Scope of Work;
- Project Schedule; and
- Similar Experience / References.

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

2. BACKGROUND

The Zone consists of a well-established housing development located north of Highway 193, beginning approximately two-miles east of Cool in El Dorado County, California and encompasses an area of approximately 2,500 acres created by Trans-Land Company in 1972. A legal dispute developed between the property owners and the developer over wastewater disposal and other issues which was eventually settled in 1984. As a result of the legal settlement, the density of the Subdivision was reduced from 1,850 lots to 1,100 total lots and the District became the regulatory agency responsible for wastewater disposal within the Subdivision, and the owner of the Community Disposal System (CDS). The Zone was formed on March 19, 1985. The purpose of the Zone is to preserve and protect the environment and public health through an approved management program for individual and small community wastewater disposal systems in lieu of an area-wide sewage collection, treatment, and disposal system. As set forth in the Resolution 84-6, the District shall investigate, test, design, operate, monitor, inspect and if necessary, maintain and repair the wastewater disposal systems within the Zone at the individual homeowner's expense.

The Order was issued by the Regional Water Quality Control Board to act as the managing document for the Zone. As of December 31, 2021, a total of 1,031 lots have been developed. A

Request for Proposals Waste Discharge Requirement Update

total of 137 lots are connected to the CDS which are lots that could not support an individual wastewater system. The CDS collects septic tank effluent from each residential septic tank that is transfer for conventional sub-surface disposal. The remaining 896 lots employ various on-site wastewater disposal systems; including conventional, pressure dosed, sand filter, mound and alternative technology systems.

3. SCOPE OF SERVICES

The District's intent with this RFP is to retain a Consulting firm that has the knowledge, experience, capability and necessary license to evaluate the current WDR and prepare an update for submittal to the RWQCB. The current Order was issued in 2002 and since its issuance new septic technologies and been developed, building regulations have been modified and monitoring and sampling requirements have been updated.

3.1 Anticipated WDR Update Requirements

The District anticipates a minimum of the following will be required to complete the Order update:

1. New septic technologies:
 - a. Review existing allowable wastewater disposal technologies; and
 - b. Analysis of new septic technologies that could be applied to existing lots as a replacement in the event of a failing system or new construction.
2. Building regulations:
 - a. Review and/or collect additional soil data for the development of a degradation model to determine the number of single family residences allowed to be constructed within the Zone; and
 - b. Apply the single family building allotment to each individual lot.
3. Monitoring and Sampling Requirements
 - a. Evaluate historical surface and groundwater monitoring and sampling results in order to assess/propose appropriate monitoring and sampling/report requirements.
4. RWQCB Correspondence
 - a. An integral part of this update will include effective correspondence with RWQCB.

4. RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to establish qualifications to oversee quality control and simplify the review process for the District. One signed original, two (2) copies, and one electronic copy of

Request for Proposal Waste Discharge Requirement Update

the proposal must be received, and date stamped by the District no later than **April 1, 2022 at 2:00PM**. If a Proposal is sent by mail or other delivery system, the sender is responsible for the mail or delivery system delivering the Proposal to the District on or before the deadline.

Proposals shall be clearly marked "*Waste Discharge Requirement Update*" and submitted to:

**Adam Brown
Water Resources Manager
Georgetown Divide Public Utility District
6425 Main Street
P.O. Box 4240
Georgetown, CA 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between the District and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

4.1 Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the Consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is valid for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional Service Agreement.

4.2 Project Team Information

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of

Request for Proposal

Waste Discharge Requirement Update

the project, and who will be the District's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

4.3 Project Understanding and Innovation

Include visions or concepts for performing the services.

4.4 Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the Scope of Services identified in this RFP. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals. Include an estimate of man hours detailed by task.

4.5 Project Schedule

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the work plan/scope of work. Emphasis should be placed on realistic review cycles.

4.6 Sub-Contractor & Work by Others

Identify any and all sub-contractors proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects District staff to perform, information the Consultant expects the District to provide.

4.7 Relevant Experience and References

The consulting firm must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the firm's control, the District will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving their title and the specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Request for Proposal Waste Discharge Requirement Update

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number);
- Project description and location;
- Description of services by Consultant;
- Total value of services provided by Consultant;
- Consultant's project manager;
- Key personnel involved; and
- Sub consultant employed.

4.8 Cost Proposal

A cost proposal shall be submitted under separate, sealed envelope. This section shall include a cost matrix showing the following information, detailed by tasks listed in the Scope of Work:

- The hourly rates for each Consultant team member; and
- Total cost estimate.

The cost proposal shall identify any other direct and indirect costs. The cost proposal shall also include any exceptions or assumptions made in its preparation.

5. SELECTION OF CONSULTING FIRM

The District intends to select a firm based on the demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team;
- Project Understanding and Innovation;
- Work Plan / Scope of Work; and
- Similar Experience / References.

Consultant will be selected based on information included in the proposal.

6. QUESTIONS

If you have any questions regarding this RFP, prior to **March 11, 2022**, please contact:

Adam Brown, Water Resources Manager
Email: abrown@gd-pud.org

Request for Proposal Waste Discharge Requirement Update

7. GENERAL TERMS AND CONDITIONS

7.1 Limitation

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. The District is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The District reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

7.2 Public Records

All proposals shall become the property of the District and will become public records and, as such, may be subject to public review.

7.3 Contract Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from the District.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment B. The District will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements.

DRAFT

ATTACHMENT A

WASTE DISCHARGE REQUIREMENT

DRAFT

ATTACHMENT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 8, 2022
AGENDA ITEM NO. 8.A.**



AGENDA SECTION: OLD BUSINESS

SUBJECT: REVIEW OF REQUEST FOR PROPOSAL FOR AUBURN LAKE TRAILS - WASTE DISCHARGE REQUIREMENT UPDATE

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Auburn Lake Trails Subdivision (the Zone) consists of a well-established housing development located north of Highway 193, beginning approximately two-miles east of Cool in El Dorado County, California and encompasses an area of approximately 2,500 acres created by Trans-Land Company in 1972. At the time of development, a legal dispute developed between the property owners and the developer over wastewater disposal and other issues which was eventually settled in 1984. As a result of the legal settlement, the density of the Subdivision was reduced from 1,850 lots to 1,100 total lots and the District became the regulatory agency responsible for wastewater disposal within the Subdivision, and the owner of the Community Disposal System (CDS). The Zone was formed on March 19, 1985. The purpose of the Zone is to preserve and protect the environment and public health through an approved management program for individual and small community wastewater disposal systems in lieu of an area-wide sewage collection, treatment, and disposal system. As set forth in the Resolution 84-6, the District shall investigate, test, design, operate, monitor, inspect and if necessary, maintain and repair the wastewater disposal systems within the Zone at the individual homeowner's expense.

Waste Discharge Requirement, No. R5-2002-0031 (the Order) was issued by the Regional Water Quality Control Board (RWQCB) to act as the regulatory document for the Zone. As of December 31, 2021, a total of 1,031 lots have been developed. A total of 137 lots are connected to the CDS which are lots that could not support an individual wastewater system. The CDS collects septic tank effluent from each residential septic tank that is transfer for conventional sub-surface disposal. The remaining 896 lots employ various on-site wastewater disposal systems; including conventional, pressure dosed, sand filter, mound and alternative technology systems.

DISCUSSION

The Order was issued by the RWQCB in 2002 and since its issuance new septic technologies and been developed, building regulations have been modified and monitoring and sampling requirements have been updated. An updated WDR could potentially allow for various types of wastewater technologies to employed, additional single family dwellings developed and reduction of monitoring and sampling requirements. However, it is important to recognize WDR evaluation could lead to more restrictive wastewater requirements due ever changing regulatory landscape and existing lithology.

The RFP would be advertised through Ebidboard for approximately 60 days and qualified bidders will be notified of project opportunity. The RFP is included as Attachment A.

FISCAL IMPACT

The estimated fiscal impact of the Order update is \$50,000, but a funding source is yet to be determined.

RECOMMENDED ACTION

Staff recommends that the Board endorses the announcement of the RFP and provide staff direction for funding source.

ATTACHMENTS

1. Request for Proposal | Waste Discharge Requirement Update

ATTACHMENT 1

REQUEST FOR PROPOSAL | WASTE DISCHARGE REQUIREMENT UPDATE

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 8, 2022
AGENDA ITEM NO. 8.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH GLORIA OMANIA AND PROVIDE STAFF DIRECTION

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

At the regular Board meeting of January 11, 2022, the Board adopted Resolution 2022-04 approving a Professional Services Agreement (PSA) with Gloria Omania for the period January 11, 2022, to December 31, 2022. Attachment 1 is the staff report and attachments as background about Ms. Omania's association with the District since May 26, 2016.

Ms. Omania had previously informed me, as General Manager, as well as Stephanie Beck, Human Resources Specialist, that she would contact CalPERS to inquire about the suspension of the 960-hour limitation during the COVID pandemic and the requirement for reporting of hours to CalPERS (Attachment 2).

In response to Ms. Omania's inquiry, CalPERS requested additional information, and Ms. Omania provided a copy of the executed PSA.

CalPERS also provided information regarding the suspension of the 960-hour limitation, and the option of retaining Ms. Omania as a retired annuitant as temporary "extra help" for the District.

DISCUSSION

The two primary issues raised by CalPERS relate to the question of employee or independent contractor, and the need to verify that Ms. Omania's pay rates fall within the range listed on the salary schedule of the different positions for the services she has provided to the District. CalPERS has requested copies of Ms. Omania's contracts and pay schedules from May 2016 to January 11, 2022.

After reviewing Ms. Omania's PSA, CalPERS indicated that it "appears the District is treating Ms. Omania as an employee" and noted that while the PSA states she is an independent contractor, it references CalPERS' post-retirement employment restrictions, such as the 180-day wait period and the 960-hour limit (per fiscal year). Given what has come to light from Ms. Omania's inquiry to CalPERS, the Board should approve the termination of the PSA with Ms. Omania, pursuant to Section 5 of the agreement.

As a remedy to the situation, the District has basically three options:

1. CalPERS has suggested the District create a "Retired Annuitant" appointment and provided guidelines for creating this appointment (Attachment 3). This option would require the District

to create a policy regarding use of Retired Annuitants to perform work for the District in limited circumstances. The policy would have to be drafted, then the District's employee unions would have to be notified in writing of the intent to create the new category, even though at this point there is no work that Ms. Omania is performing which is otherwise assigned to union members in their job descriptions. However, if a new category is created, it is possible that in the long-term other tasks may be assigned to annuitants, so out of an abundance of caution, meet and confer obligations must be undertaken. This, in addition to the once-monthly Board meeting schedules would cause a bit of a delay in being able to transition Gloria to such a position. A Retired Annuitant position would then become a regular employee category at the District and Gloria would be appointed to continue the work she has been doing for the District, with the typical limitations under PERS rules.

2. The District can draft a new Independent Contractor agreement with Ms. Omania, tightly tracking the suggestions from the CalPERS representative who is reviewing the issue. The District will continue to be responsible to report hours to CalPERS, and regularly updating the agreement to comport with any new State laws, CalPERS rules or other regulations.
3. Ms. Omania can re-register with Blue Ribbon Personnel Services and the District can contract with Blue Ribbon to have Ms. Omania perform Board Clerk and other projects on a part-time hourly basis. (Attachment 4 is the PSA with Blue Ribbon Personnel Services.) This option would put the onus on Blue Ribbon to interface with CalPERS and ensure compliance with their policies and practices.

FISCAL IMPACT

The fiscal impact will be determined upon decision to hire Ms. Omania as a part-time Independent Contractor, Retired Annuitant permanent (part-time) employee of the District, or if the District contracts with Blue Ribbon Personnel Services to have Ms. Omania assigned to the District.

CEQA ASSESSMENT

This action is not a CEQA Project.

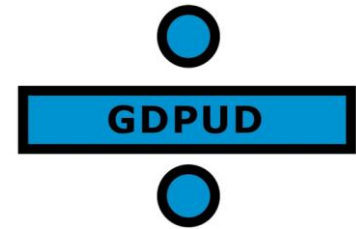
RECOMMENDED ACTION

Staff recommends the Board of Directors terminate the Professional Services Agreement with Gloria Omania and provide staff direction as appropriate.

ATTACHMENTS

1. Staff Report of January 11, 2022
2. Email communication with CalPERS
3. Checklist for Hiring CalPERS Retirees
4. GDPUD PSA with Blue Ribbon Personnel Services

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 11, 2022
AGENDA ITEM NO. 10.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GLORIA OMANIA, EFFECTIVE JANUARY 12, 2022, UNTIL DECEMBER 31, 2022, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$52,800

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Gloria Omania began working for the Georgetown Divide Public Utility District on May 26, 2016, as a PT Temp, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPS) to provide support for the Board of Directors. Her duties were soon after expanded to include grants and contracts management and to serve as project assistant on the ALT (Sweet Water) Treatment Plant. Additionally, Ms. Omania has been assigned the planning and coordination of special community outreach events/meetings such as the ALTWTP Groundbreaking and Ribbon Cutting Ceremonies, Irrigation Ordinance Workshops, and the Proposition 218 Rate Increase Workshops.

On July 15, 2020, the District entered into a professional services agreement with Gloria Omania for grants/contracts management, public information development services and other related special projects that are currently not being done by District staff, with a term through July 15, 2021.

This Agreement was extended on July 13, 2021, to December 31, 2021.

DISCUSSION

In February of 2020, Ms. Omania's scope of work was expanded to include interim Board Clerk responsibilities when the position became vacant. Her work activities have also included special projects related to the 2021 Irrigation Workshop, the initiation of a GDPUD Internship Program, the Strategic Planning process, as well as public information development and community outreach.

FISCAL IMPACT

Ms. Omania receives compensation under a CalPERS retirement. A condition of that retirement is that the retiree does not work more than 960 hours (1/2 time) during a Fiscal Year (July 1 through June 30). During the COVID pandemic, this work limitation was suspended by the Governor's Executive Order.

This proposed agreement (Attachment 2) would provide for an hourly rate of \$55 for part-time services, not to exceed 960 hours total per fiscal year, or \$52,800. Funds for this agreement would be drawn from Budget Account 5080, Outside Services.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve the Professional Services Agreement with Gloria Omania beginning January 12, 2022, and ending December 31, 2022. Resolution 2020-XX is included as Attachment 3 to this report.

ALTERNATIVES

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the resolution.

ATTACHMENTS

1. Resume
2. Professional Services Agreement – Gloria Omania
3. Resolution 2022-XX

GLORIA RAMIL OMANIA

4780 Mountain View Drive, Lotus, CA 95651

925-250-3063 ♦ gloriaomania@gmail.com

OBJECTIVE

I am a hard-working, technically-skilled retiree with extensive government and public service experience. I have a broad set of organizational, management, and support skills developed through many years of experience as a manager and administrative support specialist.

KEY SKILLS

- Keen Understanding of Governmental Systems
- Staff Development and Training
- Community Relations
- Policy Research
- Meeting and Event Planning
- Report and Document Preparation
- Computer Skills (Word, Excel, Power Point, Print Shop, Graphics)
- 100+ wpm

EXPERIENCE

Independent Contractor for the Georgetown Divide Public Utility District since July 15, 2020

- Coordinated the closure of the ALT construction contract.
- Prepared District’s Technical, Management, and Financial Assessment for SRF Loan Application.
- Provides Board support as Interim Board Clerk until position can be filled.
- Researches and prepares staff reports, and related documents.

Blue Ribbon Personnel Services, placed with the Georgetown Divide Public Utility District, Administrative Assistant, May 2016 to July 14, 2020

- Managed disbursement requests to the State for a \$10M State Revolving Fund Loan for the construction of a \$12.4M water treatment plant project.
- Managed reimbursements on a \$1.4M EPA Grant.
- Managed reimbursement requests on a \$1M CABY Grant Project.
- Provided administrative support to the Board of Directors.
- Provided project management assistance to the District Engineer on capital improvement projects.
- Assigned special projects, i.e. planning and staffing public workshops and meetings and production of video construction tour.

Tom Torlakson for State Superintendent of Public Instruction (2010 and 2014 Campaigns) Campaign Manager and Fundraiser, Nov. 2009 to Dec. 2013

- Developed campaign strategy and managed team of paid and volunteer staff.
- Responsible for implementing fundraising plan to ensure Senator Torlakson’s successful election in 2010 and re-election in 2014 to State Superintendent of Public Instruction.

California State Legislature

Senator Tom Torlakson, District 7, District Chief, Dec. 2000 – Nov. 2009

- Managed district staff (receptionist/secretary, constituent casework, field representatives, and volunteers).
- Developed and supervised community outreach strategies.
- Participated in legislative policy development

Assemblymember Tom Torlakson, District 11, District Chief, Dec. 1996 – Nov. 2000

- Managed District Staff.
- Participated in legislative policy development.
- Developed and supervised community outreach strategies.

Contra Costa County, Board of Supervisors

Chief of Staff, Mar. 1981 – Dec. 1996

- Managed the office of the County Supervisor.
- Represented the Supervisor in the community.
- Interacted regularly with county department heads on a variety of issues on behalf of the County Supervisor, including health & social services, building inspections, land use planning, public works, and schools.

PERSONAL

Over 45 years ago, I was offered a good job that quickly became a better job, and, through a lot of hard work and dedication, that better job grew into an outstanding and meaningful career in the legislative and representative level of public service.

REFERENCES

- State Superintendent of Public Instruction Tom Torlakson
- George Sanders, Consulting Engineer
- Others available upon request.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

with Gloria R. Omania, Independent Contractor,
for Public Information Development Services, and Special Projects

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 12th day of January 2022, (“Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Gloria Omania, an independent contractor (“Contractor”). District and Contractor may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

- A. District seeks to hire an independent contractor to provide the District with public information and community outreach services, and other related special projects that are outside the course of the District’s day-to-day business;
- B. Contractor has worked for the District through an agreement with MJT Enterprises (dba as Blue Ribbon Personnel Services) since May 26, 2016, and that association with the District in addition to other work experience provides Contractor with the skills and knowledge necessary to perform the required work; and
- C. District shall retain Contractor’s Services subject to the restrictions as set forth in this Agreement and those established under Government Code Section 7522.56, providing guidelines for retired annuitants to continue Working for a California Public Employees’ Retirement System (“CalPERS”) contractor agency such as the District;

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1 – Recitals

The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Section 1 through 20 shall prevail.

Section 2 – Scope of Work

Contractor agrees to provide the Services relating to specialized activities including, but not limited to, development of community outreach and public information material, contracts and grants management, preparation of required reports and documents related to grants and loans, and special projects, as may be requested by the General Manager.

Contractor agrees to a six-month performance evaluation.

Section 3 – Term

District and Contractor agree that this Agreement shall be in effect for a period beginning February 1, 2022 and ending December 31, 2022. Pursuant to California Government Code Section 7522.56(d), Contractor shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS Fiscal Year (July 1 - June 30). It should be noted that during the COVID-19 pandemic, this work hour limitation is suspended by CalPERS (Circular Letter 200-056-21/Governor’s Executive Order N-12-21 & N-25-20).

Section 4 – Compensation

- A. District agrees to pay, and Contractor agrees to accept on a time and materials basis, an amount not to exceed Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00) for the completion of services identified in the Scope of Work (Section 2). The services shall be compensated at a rate of Fifty-Five Dollars (\$55.00) per hour plus mileage at \$0.56/mile or the Federal rate. The total compensation under this Agreement is not to exceed Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00), unless amended by both parties in writing.
- B. The Contractor shall submit monthly billing invoices to the District identifying the number of hours worked and the specific services provided. The Contractor is responsible for ensuring that the hours worked within the CalPERS fiscal year does not exceed the maximum allowable and must notify the District if she has worked all of the permissible hours prior to the conclusion of the fiscal year.
- C. The granting of any payment by the District, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of the District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right, remedy, whether in equity or at law, which the District may have pursuant to this Agreement or any applicable law. All rights and remedies of the District, whether under this Agreement or applicable law, shall be cumulative.

Section 5 – Termination of Agreement

Either Party may terminate this Agreement or any part thereof at any time upon thirty (30) days written notice. In the event of any such termination, the Contractor is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Contractor within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Contractor shall have the right to consider such default a breach of this Agreement, and Contractor may terminate its duties under this Agreement upon ten (10) days written notice.

Section 6 – Miscellaneous Provision

- A. Contracting Standard: The Contractor represents and warrants to the District that she is fully experienced and properly qualified to perform Services called for herein.
- B. Contractor is Independent Contractor: The Contractor does not report to the District's General Manager, nor is Contractor a supervisor of or subordinate to any other District employee. The Contractor reports only to the Board of Directors, though she works closely with and in conjunction with District employees, including the General Manager. The Contractor shall finance her own operations hereunder, with the exception of District-provided office space, and shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Contractor with office space within the District Office, located at 6425 Main Street, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business. Contractor will abide by all policies and procedures established by the District for conduct of employees while in the District office.
- C. Contractor's Records: The Contractor shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Contractor's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Contractor.
- D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.
- E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Contractor hereunder which affect the Contractor's Services, District shall waive any and all liability arising out of such changes as against the Contractor, and the District shall assume all responsibility for such changes, unless the District has given the Contractor prior notice and has received from the Contractor written consent for such changes.
- F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Contractor. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.
- G. Assignment: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.
- H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all

other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

- I. Place of Making and Performance of Contract: This Agreement shall be deemed to have been made in El Dorado County, California, and the Services required to be performed in El Dorado County, California.
- J. Financial Disclosure: The Contractor shall make all disclosures required by the District's Conflict of Interest Code in accordance with the Contractor category designed by the District, unless the District's General Manager determines in writing that the Contractor's duties are more limited in scope than is warranted by the Contractor category and that a narrower disclosure category should apply. The Contractor also agrees to make disclosure in compliance with the District's Conflict of Interest Code if, at the time after the execution of this Agreement, Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. The Contractor shall make disclosures in the time, place and manner set forth in the District's Conflict of Interest Code and as directed by the District.
- K. Retired Annuitant Requirements: By signing this Agreement, Contractor certifies that there has been a One Hundred Eighty (180) day gap between the date of the retirement and the Effective Date. Contractor certifies that she has not received any unemployment insurance payment from a public employer within the twelve (12) months prior to the Effective Date of this Agreement.

Section 8 – Conformity with Law and Safety

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to the Contractor, and Contractor shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's General Manager by telephone. If the death or serious personal injury occurs to Contractor, she or her next of kin shall notify the District's General Counsel by telephone at the earliest convenient time. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to the District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name

and address of the Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of the District's equipment, tools or materials were involved.

Section 9 – Indemnification by Contractor

Contractor agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Contractor or Contractor's contractors, subcontractors, agents, or employees in connection with the Agreement.

Section 10 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Adam Coyan, General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

With a courtesy copy to: Barbara A. Brenner, Esq.
White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814

To Contractor: Gloria R. Omania
Independent Contractor
4780 Mountain View Drive
Lotus, CA 95651

Nothing hereinabove shall prevent either District or Contractor from personally delivering any such notice to the other.

Section 11 – Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

Section 12 – Integration

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those

matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

Section 13 – Non-Discrimination

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Section 14 – Waiver

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 15 – Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 16 – Drafting and Ambiguities

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 17 – Counterparts

This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 18 – Attorney’s Fees and Costs

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate

action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
Adam Coyan, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

Date: _____

CONTRACTOR:

Gloria R. Omania, Independent Contractor

By: _____
Gloria Omania

Date: _____

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH GLORIA OMANIA FOR AN AMOUNT NOT TO EXCEED \$52,800

WHEREAS, Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPW); and

WHEREAS, during July of 2020, Ms. Omania's assignment through BRPW was terminated, and the District executed a Professional Services Agreement with her on July 15, 2020, to provide specialized administrative support for grants/contracts management, public information development services, and other related special projects that are not currently being performed by District staff; and

WHEREAS, in addition to special projects, Ms. Omania's scope of work was expended in February 2020 to include work activities related to the Board Clerk position when the position became vacant; and

WHEREAS, Ms. Omania's Agreement was extended on July 13, 2021, to end December 31, 2021; and

WHEREAS, on December 30, 2021, a letter extending Ms. Omania's agreement through January 11, 2022, was executed; and

WHEREAS, Ms. Omania receives compensation under a CalPERS retirement that includes a condition that the retiree does not work more than 960 hours during a fiscal year; and

WHEREAS, the funding for this Professional Services Agreement will be drawn from Budget Account 5080, Outside Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Professional Service Agreement with Gloria Omania for specialized administrative analyst services for the period beginning January 12, 2022, until December 31, 2022, for an amount not to exceed \$52,800 is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of January 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

From: [Jenkins, Rita](#)
To: [Gloria Omania](#); [General Manager](#); [Stephanie Beck](#)
Subject: RE: Retiree Gloria R. Omania and Independent Contractor Status
Date: Monday, January 24, 2022 9:21:17 AM
Attachments: [image001.png](#)
[image002.png](#)

Hello Everyone,

Per my conversation this morning with Gloria, if everyone is in agreement that Gloria has been and is performing services as a District employee, then we can skip the common law employment review portion and jump to verifying that her pay rates fall within the range listed on the salary schedule for all the different positions she has provided services in. Therefore, please provide the following:

- Contracts from May 2016 to January 11, 2022
- Salary schedules from May 2016 to present to verify the pay rates

In addition, Gloria explained that she exceeded the 960-hour limit during fiscal year 2020/2021 while providing services as the Interim Board Clerk due to staffing issues from COVID. The District can notify CalPERS at ExecOrderReview@calpers.ca.gov and copy me on this email that she was working under the Governor's Executive Order. Please provide the following information:

- Department or Entity Name:
- Employee Name:
- Employee Date of Birth:
- Employee Last 4 SSN:
- Class Title/Class Code:
- Hourly Rate of Pay:
- Link or attachment of Salary Schedule:
- Collective Bargaining Identification (CBID) [confidential, managerial, rank and file, supervisory, excluded, etc.]:
- Tenure (permanent, temporary, limited-term, exempt, etc.):
- Timebase (full-time, part-time, intermittent):
- Date 960-Hour Limit Exceeded (if applicable):
- Justification (as it related to the COVID 19 Pandemic):

Also, if the District is agreement that she is an employee, please create a Retired Annuitant appointment in myCalPERS. You create this appointment the same way you would for a regular employee but you mark the radio button for Retired Annuitant and for appointment type you select Extra Help. You will also need to report payroll from May 2016 to present.

Please provide the requested documentation by February 1, 2022. Inform me more time is required.

Contact me if you have questions.

Thank you,

Rita Jenkins

Associate Governmental Program Analyst
Membership and Post-Retirement Employment Determinations Team
Employer Account Management Division
CalPERS | (916) 795-4627

From: Gloria Omania <gomania@gd-pud.org>
Sent: Monday, January 24, 2022 8:47 AM
To: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>
Cc: Stephanie Beck <slbeck@gd-pud.org>; General Manager <gm@gd-pud.org>
Subject: RE: Retiree Gloria R. Omania and Independent Contractor Status

[External Email Caution]

Good morning, Rita!

Thank you for your response. I will gather the information you requested and submit to you as soon as possible. I expect you will need additional information as we move forward through this process; I will accommodate that need as promptly as possible.

As you recall, my initial inquiry was to understand how my hours should be reported when I learned the District had not been reporting them. I want to fully understand and comply with CalPERS requirements for working retirees and appreciate your guidance.

May I have a call appointment with you? Thanks.

Gloria Omania

Georgetown Divide Public Utility District
Independent Contractor – Special Projects
6425 Main Street, Georgetown, CA 95634
Phone: (530) 333-4356
gomania@gd-pud.org



From: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>
Sent: Friday, January 21, 2022 2:45 PM
To: Gloria Omania <gomania@gd-pud.org>; Stephanie Beck <slbeck@gd-pud.org>; General Manager <gm@gd-pud.org>
Subject: RE: Retiree Gloria R. Omania and Independent Contractor Status

Hello Everyone,

After reviewing the attached documents and the District's website, it *appears* the District is treating Gloria like an employee. The contract states she is an independent contractor; however, the District includes that she is subject to CalPERS' post-retirement employment restrictions such as the 180-day wait period and the 960-hour limit. Gloria has been working for the District through contracts and third parties since May 26, 2016 providing support to the Board of Directors, occupying the Clerk position. In addition, throughout the years, the District has continually expanded her duties to include working on special projects, grants/contracts management, planning and coordinating special community outreach events, public information development and community outreach. Gloria seems to be wearing a few different hats and her services have become integrated into the District's day to day functions and the District has become dependent upon them.

Further, Gloria is listed on the District's website under Our Staff as the Interim Board Clerk and has a District email. My main concern is her pay rate throughout the years. Please provide the following documents for further review by February 1, 2022:

- Pay schedule for the Interim Board Clerk position. I was not able to locate it on the salary schedule: <https://www.gd-pud.org/files/1c82bed02/2021-22++salary+schedules+for+website.pdf>.
- Contracts from May 26, 2016 to January 11, 2022

I will review the contracts to help determine if her entire employment has been as an employee or just portions of it. I may require both parties to complete the Employment Relationship Questionnaires as well.

Please contact me if you have questions.

Thank you,

Rita Jenkins

Associate Governmental Program Analyst
Membership and Post-Retirement Employment Determinations Team
Employer Account Management Division
CalPERS | (916) 795-4627

From: Gloria Omania <gomania@gd-pud.org>
Sent: Tuesday, January 18, 2022 10:42 AM
To: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>

Cc: General Manager <gm@gd-pud.org>; Stephanie Beck <slbeck@gd-pud.org>

Subject: Retiree Gloria R. Omania and Independent Contractor Status

[External Email Caution]

Good morning, Rita!

Please find attached my Professional Services Agreement as an independent contractor with the Georgetown Divide Public Utility District. This current PSA was approved by the Board of Directors on January 11, 2022.

I am also attaching my December 2021 Invoice and Record of Work Activities as an example of how I have been recording my hours since I initially became an independent contractor in July of 2020. I have also attached the related 1/11/2022 staff report to provide some additional background about my association with the District.

Please let me know if you have additional questions or need additional information.

Respectfully,

Gloria Omania

Georgetown Divide Public Utility District

Independent Contractor – Special Projects

6425 Main Street, Georgetown, CA 95634

Phone: (530) 333-4356

gomania@gd-pud.org



From: Stephanie Beck <slbeck@gd-pud.org>

Sent: Friday, January 7, 2022 3:51 PM

To: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>

Cc: General Manager <gm@gd-pud.org>; Gloria Omania <gomania@gd-pud.org>

Subject: RE: CalPERS requirement for reporting my hours

Thank you Rita for this information.

I will refer to our General Manager and Gloria as to the scope of work Gloria is providing and contact you if I have any questions.

Have a wonderful weekend.

From: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>
Sent: Friday, January 7, 2022 3:38 PM
To: Stephanie Beck <slbeck@gd-pud.org>
Cc: General Manager <gm@gd-pud.org>; Gloria Omania <gomania@gd-pud.org>
Subject: RE: CalPERS requirement for reporting my hours

Hello Stephanie,

If the retiree is working as a true independent contractor where the agency doesn't have the right to control the methods and manners in which she provides the services, and there are no District employees providing similar services, then her employment is not subject to post-retirement employment law. However, if she is providing services as an employee then she is subject to post-retirement employment law. Please refer to our [Employment After Retirement Publication 33](#) for more details on the types of appointments a retiree can work in, restrictions, and consequences if found to be in violation.

I'm available next week. Please provide a time that works for you and I'll give you a call and we can discuss her position and employment relationship with the District.

Thank you,

Rita Jenkins

Associate Governmental Program Analyst
Membership and Post-Retirement Employment Determinations Team
Employer Account Management Division
CalPERS | (916) 795-4627

From: Stephanie Beck <slbeck@gd-pud.org>
Sent: Friday, January 7, 2022 3:03 PM
To: Jenkins, Rita <Rita.Jenkins@calpers.ca.gov>
Cc: General Manager <gm@gd-pud.org>; Gloria Omania <gomania@gd-pud.org>
Subject: FW: CalPERS requirement for reporting my hours

[External Email Caution]

Hi Rita,

My name is Stephanie Beck and I am the HR Specialist with Georgetown Divide

PUD. I have been asked by our General Manager, Adam Coyne, to reach out to you in regards to Gloria Omania who is a consultant for our District. She provided me with your contact information and has been working with you (see emails below.)

I would like to set up some time to talk to you over the phone regarding the reporting requirements for contract employees and figure out the best way to move forward with reporting Glorias hours.

I have cc'd Gloria Omania in this email so she is aware I am reaching out to you on her behalf.

If you could let me know what day and time works best for you I would appreciate it.

Look forward to hearing from you.

Thank you,

From: Gloria Omania <gomania@gd-pud.org>

Sent: Friday, December 31, 2021 11:51 AM

To: General Manager <gm@gd-pud.org>; Stephanie Beck <slbeck@gd-pud.org>

Subject: FW: CalPERS requirement for reporting my hours

Hello Adam and Stephanie!

Below is my email thread with CalPERS. I have informed them that GDPUD is the employer but I haven't called her; I'm wondering if it would be better for Stephanie to contact her.

Gloria

Category: Other

ID: 0015207102

From: CalPERS

Date: 12/23/2021

Hi Gloria. Please email me or call me and inform me of the name of the water district so I can verify if they have a retirement contract with CalPERS. If they don't, then your employment with them is not subject to post-retirement employment restrictions.

If they do contract with us, then it is the employer's responsibility to enroll your appointment and report your hours and earnings.

I can be reached at (916) 795-4627 or Rita.Jenkins@calpers.ca.gov.

Thank you,
Rita Jenkins
Membership and Post-Retirement Employment Team



[Back to Inbox](#)

From: You

Date: 12/26/2021

Hello!

The name of the water district is Georgetown Divide Public Utility District.

From: CalPERS

Date: 12/23/2021

Hi Gloria. Please email me or call me and inform me of the name of the water district so I can verify if they have a retirement contract with CalPERS. If they don't, then your employment with them is not subject to post-retirement employment restrictions.

If they do contract with us, then it is the employer's responsibility to enroll your appointment and report your hours and earnings.

I can be reached at (916) 795-4627 or Rita.Jenkins@calpers.ca.gov.

Thank you,
Rita Jenkins
Membership and Post-Retirement Employment Team

From: You

Date: 12/06/2021

I understand the work hourly limitation has been suspended during the COVID pandemic. I exceeded the 960-work hour limit during FY 2020-2021. I am continuing to work for a small water district who is continuing to face a severe staffing shortage during this time. I just learned the district's payroll clerk has not been reporting my hours and there doesn't appear to be a procedure for doing so for retirees who have worked there. How do I report my hours?

Sent from [Mail](#) for Windows

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

POST-RETIREMENT EMPLOYMENT BASICS:

Generally, if the position in which a retiree will work is one that is subject to CalPERS membership where an active employee would earn CalPERS service credit, i.e. there is an employer-employee relationship, then a retiree hired to work in that position is subject to the retirement law requirements.

The common law employment test is used by the courts and CalPERS Board of Administration to determine "employee" or "independent contractor" status under the PERL. Under this test, a position title or characterization of the services performed is not the only determining factor of employee / independent contractor status. Just because a retiree is retained for a position that is called an independent contractor, consultant or third-party employer position, does not necessarily mean employment in that position is exempt from the retired annuitant requirements. Therefore, a retiree retained to work as an "independent contractor", "consultant", or through a "third party employer" in any position that would meet the common law employment test may be subject to mandatory reinstatement from retirement if the employment does not otherwise meet the retirement law requirements.

A retiree hired as an independent contractor, consultant, or contract employee through a third party employer to work in any position that would meet the common law employment control test would be inappropriately appointed under the retirement law and could be subject to mandatory reinstatement from retirement if the employment does not otherwise meet the retirement law requirements.

- **RETIRED ANNUITANT APPOINTMENTS:** CalPERS retirees cannot be hired into permanent or regular staff positions without reinstatement from retirement. Retirees should be hired into retired annuitant-designated positions only. These appointments are authorized during an emergency to prevent stoppage of public business or because the retiree has skills needed to perform work of limited duration. Since emergencies that would cause stoppage of public business are rare, e.g., disasters such as floods, earthquakes, etc., these appointments are generally those requiring skills needed to perform work of limited duration.
- **INDEPENDENT CONTRACTORS, CONSULTANTS AND CONTRACT EMPLOYEES THROUGH THIRD PARTY EMPLOYERS:** If you, the employer, hire a CalPERS retiree as an independent contractor, consultant or through a third party employer and the employment constitutes a common law employment (employer-employee) relationship, the employment is subject to the retirement law requirements and he or she must be enrolled as a retired annuitant in the myCalPERS system. If the employment is truly an independent contractor or consultant or is truly as an employee of a third party employer, i.e., a common law employer-employee relationship does not exist with the CalPERS employer, then the employment is exempt from the post-retirement employment requirements.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

- **POST-RETIREMENT EMPLOYMENT AUDIT REVIEW:** The CalPERS Office of Audit Services (OAS) Public Agency Audit Program reviews the hiring and employment of CalPERS retirees at all employers to ensure compliance with the requirements prescribed by the applicable sections of the California Government Code.
- **ENROLLMENT AS A RETIRED ANNUITANT:** The retiree must be enrolled as a retired annuitant in the my|CalPERS system, either directly in my|CalPERS or, for state agencies, through the Personnel Information Management System (PIMS).

ELIGIBILITY REQUIREMENTS BEFORE HIRING A RETIREE:

1. BONA FIDE SEPARATION IN SERVICE REQUIREMENT:

All Retirees: If a retiree is under normal retirement age at retirement, he or she cannot be hired for post-retirement employment without a bona fide separation from employment. The normal retirement age is the highest benefit formula age, e.g., age 55 for the 2% @ 55 formula. If there is more than one formula applicable to the retirement, e.g., the allowance has service based on both the 2% @ 55 and the 2% at 60 formula, the normal retirement age is the highest benefit formula age, or age 60, in this example. Members and retirees can look up their benefit formulas through their my|CalPERS online account or on their most recent CalPERS Annual Member Statement.

A bona fide separation must meet both of the following conditions:

- **There is no pre-determined agreement:** Prior to retirement, there was no agreement, written or verbal, between the employer and the member to work after retirement.
- **There is a 60 day separation from employment:** There is a period of 60 calendar days between the retirement date and the post-retirement employment date.

This requirement is a federal tax law and we, CalPERS, must comply with it to maintain our tax-deferred status.

2. UNEMPLOYMENT INSURANCE PAYMENT QUALIFICATION:

Upon accepting an offer of employment, every retiree must certify in writing to the employer that he or she did not receive any unemployment insurance payments within the 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer.

If after hiring a retiree, you, the employer, discover the retiree did receive unemployment insurance payments, as above, within the 12 months prior to the current appointment date, you must terminate the employment on the last day of the current

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

pay period and that retiree is not eligible for reappointment by any CalPERS employer for 12 months following the last day of employment.

3. 180 DAY WAIT PERIOD BETWEEN RETIREMENT DATE & HIRE DATE:

All retirees must wait 180 days after their retirement date before he or she is eligible to begin post-retirement employment. This means a retiree cannot begin employment until the 181st day after his or her retirement date. There are four exceptions to the 180 day wait period requirement:

180 Day Wait Period Exceptions:

- **Firefighter or public safety officer:** The retiree is a firefighter or public safety officer, as determined in accordance with the definition set forth in California Code of Regulations 579.25, hired to perform a function or functions regularly performed by a public safety officer or firefighter.
- **Public agency or school employer certification and resolution:** The public agency or school employer must certify the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and, the appointment must be approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

For school employers, the school district's county office of education is the governing body that must pass this resolution.

The certification and resolution should be received by CalPERS prior to the retiree's hire date. Email the certification and resolution to the mailbox BNSD_Post_Retirement_Administration@calpers.ca.gov or mail it to Post Retirement Administration, Benefit Services Division, PO Box 942711, Sacramento, CA 94229-2711.

- Sample resolutions with instructions are available online at www.calpers.ca.gov.
- **State agency certification and resolution:** State agencies must obtain approval from CalHR via the Personnel Management Liaisons (PML) Memorandum titled Retired Annuitants Hiring Exception Procedure, Reference No. 2013-001. CalHR submits the approval to CalPERS prior to the retiree's hire date.
- **California State Universities (CSU) FERP exception:** The retiree may participate, if eligible, in the Faculty Early Retirement Program (FERP) pursuant to a collective bargaining agreement that existed prior to January 1, 2013, or has been included in subsequent agreements.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

Disqualification for an Exception to the 180-day wait period:

- If a retiree accepts a Golden Handshake or any other employer incentive related to retirement, he or she must serve the 180-day wait period regardless of whether he or she would qualify for any of the exceptions above.

POST-RETIREMENT EMPLOYMENT RETIRED ANNUITANT REQUIREMENTS:

GC SECTION 7522.56:

- **Limited Duration Work & Retiree Skills:**

A CalPERS retiree can be appointed by the appointing power of the employer without reinstatement or loss of retirement benefits either during an emergency to prevent stoppage of public business or because the retiree has skills needed to perform work of limited duration. Since emergencies, e.g., disasters such as floods or earthquakes, etc., that would cause actual stoppage of public business are rare, these appointments are generally those requiring skills needed to perform work of limited duration. There should be some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the desired work.

- Is this a limited duration position, e.g., extra help work such as elimination of a backlog, work on a special project, or work in excess of what your permanent or regular staff employees can do and, it is not a permanent or regular staff position?
 - Retiree Skills: Is there some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the required work?
- **960 Hour Limit per Fiscal Year:**
 - A retiree is limited to working a maximum of 960 hours per fiscal year for all CalPERS employers. There is no exception to this limit. Retirees can be employed for more than one fiscal year as long as the employment continues to meet all of the requirements otherwise.
 - CSU academic retirees are limited to 960 hours per fiscal year or 50% of the hours employed during the last fiscal year of service prior to retirement, whichever is less. There is no exception to this limit.

EMPLOYER CHECKLIST FOR HIRING CaIPERS RETIREES

Effective January 1, 2013

- **Rate of Pay Requirement:**
 - The compensation paid to any retiree must be within the monthly rate of pay range, i.e., cannot be less than the minimum nor exceed the maximum monthly base salary, paid to other employees performing comparable duties, divided by 173.333 hours to equal an hourly rate.
 - No other benefit, incentive, compensation in lieu of benefits, or other form of compensation can be paid in addition to this hourly pay rate.

- **Enrollment in the my|CaIPERS system:**
 - For public agency and school employers, the retiree must be enrolled as a retired annuitant and payrate with hours worked reported in the my|CaIPERS system. No retirement contributions are reported by the employer or member for retired annuitants. For state agencies and CSU employers, the retiree must be enrolled as a retired annuitant in PIMS.

GC SECTION 21221(h) POSITIONS – SPECIFIC REQUIREMENTS:

This section applies to public agency and school employers. The governing body for a school district is its county office of education.

Limited Duration Work & Retiree Skills:

- **Single interim appointment to a vacant position:** The governing body of a public agency or the county office of education of a school employer can appoint a retiree to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent stoppage of public business. This section is used to hire retirees on an interim basis to vacant managerial, executive or other unique positions, such as city manager, CIO, CFO, police chief, director, department heads, etc. Since emergencies that would cause the actual stoppage of public business, e.g., disasters such as floods or earthquakes, etc., are rare, these appointments are generally to provide a retiree with the needed skill set to work in the unique position during the recruitment to permanently fill the vacancy. The governing body's appointment should explain the need for the particular retiree's hire and there must be documentation that the governing body made the appointment in the form of a resolution, board minutes, etc.

There must be an open recruitment to permanently fill the position in place to hire a retiree. The retiree can be appointed only once to this position, thus, the employment agreement, contract, or appointment document must specify the end date of the appointment. There should be a showing in the retiree's work history that he or she has the previous experience and the skill set to perform the work of the position.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

- Is this an interim appointment, i.e., the retiree is not being hired as the permanent employee?
- There must be an open recruitment to permanently fill the vacant position before the retiree is appointed. Is there an open recruitment to permanently fill the vacant position?
- The retiree can be appointed only once to this position. Does the employment agreement, contract, or appointment document, etc., specify the end date for the appointment?
- Is there some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the work required?
- Was this appointment made and duly documented by this employer's governing body?
- **960 Hour Limit per Fiscal Year:**
 - The retiree is limited to working a maximum of 960 hours per fiscal year for all CalPERS employers. There is no exception to this limit.
- **Rate of Pay Requirement:**
 - The rate of pay range for GC section 21221(h) appointments is the monthly rate of pay range for the vacant position. The compensation paid to the retiree must be within the monthly rate of pay range, i.e., cannot be less than the minimum nor exceed the maximum monthly base salary, divided by 173.333 hours to equal an hourly rate.
 - No other benefit, incentive, compensation in lieu of benefits, or other form of compensation can be paid in addition to this hourly pay rate.
- **Enrollment in the my|CalPERS system:**
 - The retiree must be enrolled as a retired annuitant and payrate with hours worked reported in the my|CalPERS system. No retirement contributions are reported by the employer or member for retired annuitants.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

SERVICE AFTER RETIREMENT ON STATE BOARDS AND COMMISSIONS:

GC section 7522.57 provides the following conditions and limitations for service on any salaried state board or state commission by a retiree receiving a pension from a public retirement system who is first appointed on or after January 1, 2013:

Part-time state board or commission appointment: A retiree may serve without reinstatement or loss of retirement benefits upon appointment to a part-time state board or commission provided the salary received does not exceed \$60,000 annually. This salary shall be increased in any fiscal year in which a general salary increase is provided for state employees and such increase shall not exceed the general salary increases provided for state employees. The retiree shall acquire no benefits, service credit, or retirement rights with respect to this employment.

Full-time state board or commission appointment:

- A CalPERS retiree may serve on a full-time basis without reinstatement from retirement if he or she serves as a nonsalaried member and shall receive only the per diem authorized to all members of that board or commission. The retiree shall not earn any CalPERS service credit or benefits or make contributions with respect to the service performed. If a CalPERS retiree elects to receive the salary applicable to the board or commission, they must reinstate from retirement.
- A retiree from a public pension system other than CalPERS may serve on a full-time basis by choosing one of the following options:
 - The retiree may serve as a nonsalaried member and continue to receive his or her retirement allowance in addition to any per diem authorized to all members of that board or commission. The retiree shall not earn any CalPERS service credit or benefits or make contributions with respect to the service performed.
 - The retiree may suspend his or her retirement allowance or allowances, if receiving more than one, and enroll as a new member of CalPERS for the service performed on the board or commission. The pensionable compensation earned from this position shall not be eligible for reciprocity with any other retirement system or plan.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

POST-RETIREMENT EMPLOYMENT RESOURCES:

Public Agency & Schools Reference Guide

<http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/er-pubs/manuals/pas-ref-guide.xml>

State Reference Guide

<http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/er-pubs/manuals/state-ref-guide.xml>

Employment after Retirement (Member publication 33)

<http://www.calpers.ca.gov/eip-docs/about/pubs/member/employment-after-retire.pdf>

Reinstatement from Retirement (Member publication 37)

<http://www.calpers.ca.gov/eip-docs/about/pubs/member/reinstatement-retirement.pdf>

CalPERS Benefit Services Division for post-retirement employment questions only:

Email: BNSD_Post_Retirement_Administration@calpers.ca.gov

Fax: (916) 795-0701

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 25th day of February, 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and MJT Enterprises, Inc., a California corporation, doing business as Blue Ribbon Personnel Services (the “Agency”). District and Agency may be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District has determined that personnel services are required to identify qualified employees to fill temporary job assignments for the District.

B. Agency has submitted a proposal to provide temporary employees to District that includes a Scope of Services, attached hereto and described more fully in **Exhibit A** (the “Services”).

C. Agency represents that it is qualified, willing, and able to provide the Services to District according to the mark-up rate schedule (“Mark-up Rate Schedule”), included and attached hereto as **Exhibit B**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 16 of this Agreement, Section 1 through 16 shall prevail.

2. Services. Agency agrees to perform the Services for District under the terms and conditions described in **Exhibit A**.

3. Compensation. District shall pay Agency according to the Mark-up Rate Schedule set forth in **Exhibit B** as full remuneration for the performance of the Services. On a weekly basis, Agency shall provide District, in reasonable and understandable detail, an invoice of the Services rendered in the previous billing period. Payment is due upon receipt of invoice. District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Agency in writing of the disputed portion. The balance due on any invoice that is more than thirty (30) days past due shall bear interest at the rate of 18% per annum.

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4. Term. This Agreement shall become effective on the Effective Date and will continue in effect until February 25, 2020 (the "Term").

5. Termination. District may terminate this Agreement at any time without cause or reason ("Termination"), by notifying Agency in writing of District's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Agency shall immediately cease performing the Services. Agency will be entitled to compensation, as of the date Agency receives the Termination Notice, only for Services actually performed.

6. Duties of Agency. Agency shall perform all of the following:

A. Reasonably recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the work requested by District, under District's supervision at the location specified by District.

B. Pay all of Assigned Employees' wages and provide them with any applicable benefits, as required by local, state, or federal law, including, but not limited to, access to low cost group Medical, Dental, Vision and Life benefit plans, holiday and vacation bonuses for qualifying temporary employees, and qualified California sick pay at no cost to District.

C. Pay, withhold, and transmit payroll taxes for Assigned Employees and provide unemployment insurance and workers' compensation benefits to Assigned Employees.

D. Comply with federal, state, and local labor and employment laws applicable to Assigned Employees, including but not limited to federal, state, and county safety and health regulations. Agency shall perform all work according to generally accepted standards within the industry. Agency shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District.

7. Duties of District. In order to allow Agency to render the Services contemplated by this Agreement, District shall do all of the following:

A. Furnish to Agency a written job order with a sufficient job description and established hourly rate for the position requested from Agency. When District makes a staffing request, District assumes full responsibility for determining whether the position requested is entitled to the payment of prevailing wages pursuant to California law and or any applicable federal prevailing wage laws, and for determining the appropriate class of prevailing wages to be paid.

B. Properly supervise, control, and safeguard its premises, processes, and systems. District shall not allow Assigned Employees to (i) operate any vehicle or machinery; (ii) be entrusted with any unattended cash, negotiable instruments, or other valuables; or (iii) perform work other than the Services specified for that assignment. District shall maintain a written workplace harassment policy applicable to Assigned Employees.

C. Provide a safe and suitable workplace for Assigned Employees. District shall be solely responsible for complying with applicable federal and state occupational safety and

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health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions, and ensuring meal and rest periods are taken. District shall notify Agency immediately of any safety infractions or injuries.

D. Notify Agency of issues relating to job performance of Assigned Employees. For purposes of this Agreement, job performance includes Assigned Employees' dismissal, discipline for cause, or recognition for merit. District shall direct any evaluations of Assigned Employees to Agency rather than to Assigned Employees.

8. Employees of Agency. All Assigned Employees shall be employed solely by Agency. Assigned Employees shall not be treated as employees of District for purposes of sick leave, holidays, vacations, disability insurance, pensions, or other employee benefits offered or provided by District, unless otherwise required by local, state, or federal law.

9. District Hiring of Assigned Employees. If District hires, without Agency's involvement, any Assigned Employee provided by Agency directly or indirectly to District within one hundred and eighty (180) days of receipt of that Assigned Employee's resume, District shall pay Agency an amount equal to thirty percent (30%) of that Assigned Employee's annual salary.

10. Indemnification. To the extent permitted by law, Agency hereby agrees to indemnify, defend, and hold harmless District, its agents, officers, employees and volunteers (collectively, "District's Agents"), against all liability, obligations, claims, demands, losses, costs, and expenses caused or created by Agency or its agents negligence or willful misconduct related to acts or omissions of Agency in connection with the Services, or arising out of injuries suffered or allegedly suffered by Assigned Employees in the course of their employment by Agency or upon premises owned or controlled by District. Agency's obligation to indemnify, defend, and hold District and District's Agents harmless shall survive the expiration of the Term.

To the extent permitted by law, District hereby agrees to indemnify, defend, and hold harmless Agency, its agents, officers, employees and volunteers (collectively, "Agency's Agents"), against all liability, obligations, claims, demands, losses, costs, and expenses caused or created by District or District's Agents negligence or willful misconduct related to acts or omissions of District in connection with the Services, or arising out of injuries suffered or allegedly suffered by Assigned Employees upon premises owned or controlled by District. District's obligation to indemnify, defend, and hold Agency and Agency's Agents harmless shall survive the expiration of the Term.

11. Independent Contractor; Subcontracting. Agency and Assigned Employees shall represent and conduct themselves as independent contractors and not as employees of District. Agency has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Agency shall have no authority, express or implied, to act on behalf of District in any capacity. Agency is prohibited from subcontracting this Agreement in whole or in part unless such subcontracting is expressly approved by District in writing.

12. Confidential Information. A Party may receive information that is proprietary or confidential to the other Party or its affiliated companies and their clients. The Parties agree not to disclose such information to third parties or to use such information for any purpose whatsoever other than performance under this Agreement or as required by law. District agrees that the resumes submitted by Agency to District are confidential.

13. Workers' Compensation Insurance. Agency shall carry workers' compensation insurance as required by the State of California under the Labor Code. Agency shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

14. Costs and Attorney's Fees. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

15. Notices. Any notice or communication required hereunder between District or Agency must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Attention: General Manager

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

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If to Agency:

MJT Enterprises, Inc.
dba Blue Ribbon Personnel Services
601 Main Street, Placerville, CA 95667
Attention: Nancy Dixon, President/Manager

16. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

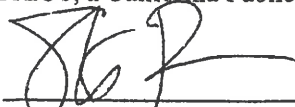
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L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

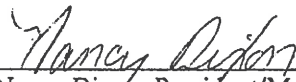
GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: 
Steven Palmer, General Manager

Date: 2/27/2020

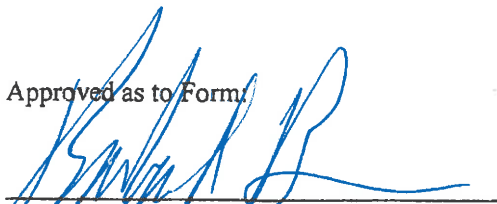
AGENCY:

MJT ENTERPRISES, INC., a California Corporation, doing business as Blue Ribbon Personnel Services

By: 
Nancy Dixon, President/Manager
Blue Ribbon Personnel Services

Date: 2/28/2020

Approved as to Form:


Barbara A. Brenner, General Counsel



Professional Services Agreement

Between Georgetown Divide Public Utility District
and MJ Enterprises, Inc. dba Blue Ribbon Personnel Services

EXHIBIT A

Scope of Services

MJ Enterprises, dba Blue Ribbon Personnel Services (“Agency”) agrees to provide the Georgetown Divide Public Utility District (“District”) with personnel services including, but not limited to, the following:

1. Agency shall recruit, screen, interview, hire, and assign its employees (“Assigned Employees”) to perform the work requested by District. This work is to be performed under District’s supervision at the location specified by District.
2. Assigned Employees are employed solely by Blue Ribbon Personnel Services. Agency shall comply with all applicable State and Federal laws and assume full responsibility for paying all of Assigned Employees’ wages, withholding and transmitting payroll taxes, and providing applicable benefits required by local, state, or federal law, including sick leave, vacation and holidays.
3. Agency shall provide unemployment insurance and workers’ compensation benefits to Assigned Employees and respond to claims for unemployment and workers’ compensation proceedings involving Assigned Employees.
4. Agency shall comply with federal, state, and local labor and employment laws applicable to Assigned Employees, including, but not limited to federal, state, and county safety and health regulations.



**Professional Services Agreement
Between Georgetown Divide Public Utility District
and MJ Enterprises, Inc. dba Blue Ribbon Personnel Services**

EXHIBIT B

Mark-Up Rate Schedule for Georgetown Public Utilities District

Blue Ribbon Personnel Services (“Agency”) shall bill the Georgetown Divide Public Utility District (“District”) for its services rendered based upon the hourly mark-up rate of each of the Agency’s Assigned Employees, as described below:

<u>Positions</u>	<u>Mark-up Rate</u>
All Clerical Positions	42%
Utility/Maintenance Workers	52%
Meter Readers	45%

These mark-up rates are based on the employee’s hourly pay (as established by District), employer payroll taxes, workers’ compensation coverage, and Agency fee.