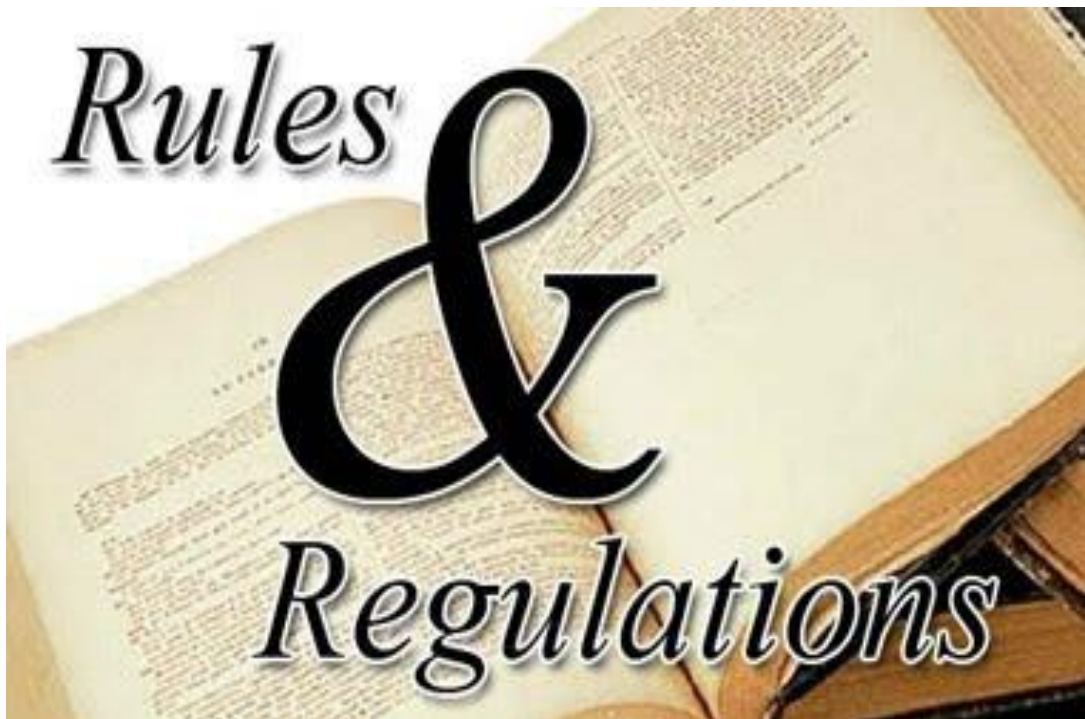




**JOSHUA BASIN  
WATER DISTRICT**

*Proudly providing water from an ancient  
source ....well into the future.*





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# INTRODUCTION

## SECTION I

### GENERAL PROVISIONS

(Amended by Resolution No. 19-1017 on 12/19/2019)

(Amended by Resolution No. 97-572 on 5/21/1997)

He or His is understood throughout the document to represent both the male and female gender.

**Discontinuance of Service:** Any customer failing to comply with all or any part of the Rules and Regulations or failure to pay rates and charges of this District will be subject to having water service to their customer service facility discontinued. The District will mail notification of notice of intent to discontinue service, and the customer will be afforded an opportunity to be heard before water service will be discontinued. Water service to such customer will not be restored until such customer will have complied with such rule or regulation or have paid such rate or charge. **See Exhibit A for the District's Collection Policy.**

Unless remedied, the customer's service may be discontinued within ten days after the District notifies him of violation. If such violation endangers the public's health and safety, the District may discontinue water service immediately without notice.

**Customer Complaints:** Customers are welcome to contact the District office at any time during regular business hours to ask any questions or to file any complaints regarding the operation of the District. The appropriate staff will address any such questions and complaints and make every reasonable attempt to arrive at an agreeable understanding with the customer. If desired, the customer will be granted a conference with the Manager upon scheduling a mutually convenient time.

Should a customer be unable to reach satisfaction, regarding his question or complaint, he may submit his question or complaint in writing to the Board for consideration or may appear in person before the Board at its next regular scheduled meeting after requesting to be included on the agenda of the meeting. Action by the Board will not be delayed more than to the time of the next regular meeting unless further delay is agreed to by the customer to permit the full discovery of facts regarding the question or the full discovery of facts regarding the question or complaint. The Board will try to arrive at a fair and impartial solution consistent with the District's best interest.

**See Exhibit A for the District's Collection Policy, which provides the policy for disputing or appealing water bills, which is separate from this policy about general complaints.**

**The appeal of Administrative Rulings:** authorized District representatives in accordance with the rules and regulations make all rulings, decisions, and determinations. Such rulings may be appealed in writing, addressed to the District Board, and delivered to the District Manager within five days of the administrative ruling being received by the customer. Such appeals may be considered by the District Board at its next regular meeting and the Board's ruling, in full compliance with the law and the District's rules and regulations, will be final.

**Variances:** The customer shall have the right to request a variance from specific provisions of any of these rules and regulations. All requests for a variance shall be submitted in a written form, and the appropriate fee shall be paid before the request will be considered. Variance applications submitted at least ten days before a scheduled Board Meeting shall be included on the agenda of the next regular meeting, and the decision of the Board will be final. The customer will be given a written notice of the disposition of the case, including any conditions or approval, which may have been adopted.



**Service Outside the District:** Only under very specific situation will water service outside the District be authorized. Water service to lands located outside of the District boundaries will be subject to approval by the Board of Directors. Persons wishing service outside of the District boundaries shall request in written form and have presented to the Board of Directors for consideration and determination. Staff will research and make a recommendation to the Board. The Board will establish additional charges for such service as it may deem appropriate.

**Water Hauling Stations:** Water hauliers will be required to obtain medium for use in the hauling stations from the District Office. Proof of residency in the District will be required.

## SECTION II

### DEFINITIONS

The following definitions apply to terminology used within the operations of the District and are furnished here as an aid to a better understanding of this manual.

**Agricultural Water Service:** Service of water to a customer for the growing of crops as a commercial activity.

**Applicant:** The person applying for or making an application under the provision of these Rules and Regulations.

**Backflow Prevention Device:** Any device or combination of devices together with complementary or supplementary fittings and appurtenances that meet the requirements of the State of California and the requirements of these Rules and Regulations to prevent cross-connections.

**Board:** The Board of Directors of the Joshua Basin Water District.

**Capacity Charge:** A charge levied on each new regular water service that will contribute a rightful share of the costs of the District's wells, booster pumps, storage reservoirs, and other sources of supply and major transmission/distribution lines making up the basic water system.

**Commercial Water Service:** Service of water to a private, non-governmental customer engaged in commercial activity for the purpose of profit. Churches, private educational institutions, private hospitals, private research institutions, cults, communes, performing arts groups, and similar organizations will come under this definition.

**Contractor:** An individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under a permit, contract, or agreement for the District, county, State of California, United States of America, who engages in the performance of any contracted work for the District.

**Cost:** All expense of any kind, actual or estimated, in connection with any provision of these Rules and Regulations.

**County:** The County of San Bernardino, California unless otherwise stated by reference in this regulation.

**Cross-Connection:** Any actual or potential connection between the District's potable water system and any actual or potential source of pollution or contamination.

**Curb Valve:** A valve generally known in the water industry as a curb cock, angle stop, meter stop, or similar name, and is for the purpose of controlling the flow of water through the customer's meter, and the customer is prevented from the use of this curb valve.

## **Customer Categories:**

- (A) **Active Accounts:** Accounts receiving water delivery (unlocked) in a current billing period;
- (B) **Transitional Accounts:** Accounts that are temporarily shut off (locked) and not receiving water delivery in a current billing period;
- (C) **Inactive Accounts:** Accounts that have purchased meters and/or connections to the JBWD Water System and not taking water service (locked) but having immediate access or water delivery service when desired.

\*Customers in the category (B) or (C) status that desire to receive water delivery and thereby convert to category (A) status must submit an Application in the form and content provided by JBWD.

**Customers Service Valve:** A valve required for the customer's use to control the water supply on the customer's side of the meter. This valve will be located in the customer's piping as close to the meter as practicable.

**Cutoff:** Disconnection of active water service by JBWD personnel as a result of non-payment or non-compliance with the Rules & Regulations. Also called lock-off.

**Detector Check:** A combination check valve and bypass meter for use in private fire protection service facilities, and its purpose is to detect and measure small and non-fire related water flows.

**Developer:** Any person who develops or begins the development process that requires the application of the applicable section of these Rules and Regulations to supply water service.

**District:** The Joshua Basin Water District, San Bernardino County, California.

**District Engineer:** The Licensed Civil Engineer employed by the Board and acting for the District in engineering related matters.

**Dwelling Unit:** Any structure designed for the purpose of habitation by a person or group of persons and excludes hotels, motels and similar hostelry units.

**Facility:** Any physical structure or other item used in any way with the production, transmission, storage, distribution, delivery, measurement, or control of water. Right-of-way easements, vehicles, appliances, tools, etc. are considered a facility within the context of these rules and regulations.

**General Manager:** The person appointed by the Board to have the administrative charge and responsibility for executing the policies that have been established by the Board of Directors.

**Industrial Water Service:** The provision of water service to a customer that is engaged in an industrial activity generally characterized as producing a product for a profit.

**Inspector:** The person or persons who perform the work of inspecting construction of water systems within the District that are owned, or will be owned, by the District. Such inspector is charged with the responsibility of determining the conformance of such water systems with the requirements of these rules and regulations and the District's "Standard Construction Specifications and Drawings".

**Lockoff:** Disconnection of active water service by JBWD personnel as a result of non-compliance with the Rules & Regulations. Also called cut-off.

**Main/Mainlines:** Water main pipelines located in streets, highways, alleys, easements or rights-of-way which are owned or operated by the District for the purpose of transmission and distribution of water.

**Main Extension:** An extension of a District main for the purpose of extending the District's water system facilities to additional customers.

**Meter:** A device or combination of devices that controls and measures the flow of water through a customer service connection.

**Meter Installation Fee:** The fee levied to recover the cost of installing the meter service facility.

**Meter Service Facility:** The pipeline, connecting valves and fittings and a metering device to extend water service from a main to a property line for the use of a separate premise. The meter service facility up to the customer's service valve shall be owned, operated, and maintained by the District.

**Owner:** The person, corporation or partnership in whose name the ownership or title to a specific property is recorded.

**Permit:** A written authorization required pursuant to the Rules and Regulations of the District.

**Person:** An individual, company, association, partnership, or corporation that is legally entitled to conduct business in their recorded name.

**Potable Water:** Water, which is considered fit and healthful to drink for human consumption and meets all requirements of all applicable rules and regulations.

**Premises:** A housing unit designed for habitation, the conduct of business, industrial application, school, hospital, or public affairs. Each separate and identifiable water user is identified as premises, such as a duplex unit, an apartment, a mobile home unit, a condominium unit, or a house and each such unit are required to have a separate customer service facility installed.

**Private Fire Protection Service:** Water service provided for a private fire protection system. The District must specifically authorize such private fire systems, and the details of the fire protection system must be on file with the District.

**Public Water Service:** Water service provided to a customer that is supported by public funds and is engaged in a governmental, public, educational, public health, charity or a legally non-profit secular activity.

**Regular Water Service:** Water service and facilities for normal residential, commercial, industrial, public, or agricultural purposes that is provided on a regular service basis.

**Relief Valve:** A pressure relief device that is installed on the customer's plumbing system.

**Residential Water Service:** Water service to a customer for use in connection with his habitation of his dwelling unit including landscaping. It excludes water use that would fall into commercial, industrial, agricultural, or public water service.

**Secretary:** The person appointed to serve as Secretary to the Board of Directors.

**Service Only:** A Meter Service Facility, excluding the metering device, not receiving water delivery. Such facilities are considered Inactive (Locked) Services.

**Single Family:** A person or group of persons existing as a single-family unit.

**State:** The State of California, unless otherwise indicated.

**Sub-divider:** Any person undertaking proceedings under applicable State laws and County ordinances to affect a land division.

**Subdivision:** Any real estate divided into lots or parcels in accordance with the State of California Subdivision Map and applicable County ordinances.

**Temporary Water Service:** Water service rendered for construction purposes and other uses of limited duration.

**Tenant:** Any occupant other than the legally recorded owner(s).

**Unplanned Interruptions in Service:** An unplanned interruption in water service from a cause beyond the immediate control of the District.

**Water Availability (Standby) Charges:** A charge collected annually by the District based upon the degree of water availability to each lot or parcel of land in accordance with County Water District law.

**Water System:** The District's plant, equipment, structures, tools, works, property and property rights used in the production, storage, transmission and distribution of water, and the operation and maintenance thereof for the benefit of the customers of the District.

## SECTION III

### NOTICES

Notice to Customer: Notice from the District to a customer will normally be given in writing and mailed or delivered in person to the customer's last known address. Notice will be deemed to have been given when deposited in the United States mail with the proper postage affixed and addressed to the last known address. If the urgency of the situation so dictates, the District may notify customers by telephone, messenger, newspaper, radio or any other media available that has sufficient public exposure.

Notice from Customer: Notice from the customer to the District will be given in writing and directed to the address as follows:

Joshua Basin Water District  
Attn: General Manager  
61750 Chollita Road  
P.O. Box 675  
Joshua Tree, California 92252

Telephone: (760) 974-0049  
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# **ARTICLE 1: BASIC WATER SERVICE RULES AND REGULATIONS**

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*Amended by Resolution No. 14-915 on 2/5/2014*

*Amended by Resolution No. 16-955 on 2/17/2016*

This Article of Basic Water Service Rules and Regulations sets rules that apply equally to all customers of the JBWD. All other articles of these Rules and Regulations are supplemental to this Article.

## **ARTICLE 1.1. Customer Account Information/Public Records Act**

JBWD shall request and verify the information it deems necessary from applicants requesting water delivery such as proper identification or rental agreement. This information will assist the JBWD in proceedings to collect unpaid bills or other JBWD business. In conformance with the California Public Records Act, the JBWD may refuse to make public individual customer account information such as name, telephone number, social security number, driver's license number, utility usage data, and in some instances physical address, if it is found that the information being requested is not necessary to "the conduct of the public's business" and giving due consideration to protecting individual rights to privacy.

## **ARTICLE 1.2 Non-Discrimination for Water Service**

The JBWD is a public agency, exercising non-discrimination with all persons, and offering water service to any person who meets the requirements of the application for service and pays the necessary fees.

## **ARTICLE 1.3 JBWD Right to Turn Off or Refuse Service Under Special Circumstances**

The JBWD may refuse to turn-on or otherwise refuse customer service for any of the following reasons:

- (a) Where apparatus or appliances are in use which might endanger the public health or disrupt the services to other customers.
- (b) Where there exists a cross-connection in violation of the Rules and Regulations or any applicable law.
- (c) As a means of obtaining compliance with the Rules and Regulations of the JBWD.

## **ARTICLE 1.4 Water Rates and Fees**

The structure and amount of JBWD water rates will be under continuous study by the JBWD and will be revised and updated as necessary to maintain an adequate flow of income to support the operations and maintenance activities of the JBWD and to meet state water conservation requirements.

The JBWD reserves the right to establish separate minimum charges and quantity rate schedules as may be found necessary for each different major classification of water use, including residential, commercial, government, industrial, and agricultural. The JBWD may establish such different minimum charges and rate schedules as are cost justified and equitably spread the cost of service to each class of user depending upon the system load caused by each user type. A complete current schedule of water rates is included in Exhibit A.

## **ARTICLE 1.5 JBWD Ownership of Water System Facilities**

All customer service facilities through and including the meter shall be the property of the JBWD and will be operated and maintained by the JBWD. The customer's pipeline and plumbing on his own parcel shall be the customer's property, and it shall be the customer's responsibility to operate and maintain.

## **ARTICLE 1.6 Water Conservation**

All customers of the JBWD accept the responsibility to achieve water conservation practices. The JBWD shall, when necessary, use the right of emergency restriction as authorized by Section 31026 of the County Water District Code. The JBWD reserves the right to close curb valves to prevent water loss where leaks are evident and shall be held harmless for damage to customer's premises and appliances due to such action.

The JBWD may establish, and may modify, a water conservation plan. Such duly adopted water conservation plan will be adopted by separate Resolution.

## **ARTICLE 1.7 Maintenance of Water Pressure, Unplanned Interruption in Service, and Shutting Down for Emergency Repairs**

The JBWD shall have the right to shut down water supply for routine maintenance or in an emergency situation for repair of the water system. The JBWD will attempt to notify customers in advance of shutdown when such notification is practicable. The JBWD will attempt to maintain service pressures under normal conditions within a range of 40 to 125 psi although conditions are expected where the pressures will exceed this range. All customers who accept water service to their premises agree as a condition of the acceptance of water service that they will hold the JBWD harmless for any damage that may occur as a result of these low or high-pressure situations that are due to emergency situations or Acts of God.

## **ARTICLE 1.8 Customer Pressure Reducing and Relief Valves**

The JBWD recommends that a pressure regulator is installed on all new service connections before water enters the structure. All systems with pressure reducing and relief valves shall be maintained by the customer.

## **ARTICLE 1.9 Water Service Permit Application**

Applicants requesting water delivery must complete a written application for water delivery service on a form provided by the JBWD which shall contain such information as required by the JBWD. This water service permit application form may be changed by the JBWD from time to time as the JBWD finds it necessary to fulfil the requirements of the Rules and Regulations.

Applicants requesting water delivery are required to provide a County-assigned property address. If there is no County-assigned address, written notice of this requirement will be provided to the property owner giving 90 days to do so, and notifying the owner that JBWD will obtain the address at the property owner's expense if not obtained within 90 days. Charges for address assignment, based on the County's charge for the service plus a reasonable administrative fee, will be placed against the account for collection through the normal account billing procedures or filed as a lien against the property.



Applicants requesting water delivery on vacant parcels of land will be required to provide a County permit or proof of application for same. The vacant designation will be determined pursuant to the County of San Bernardino property tax records “Use Code” designation.

JBWD will at all times maintain billing accounts associated with the property for all Customer Categories. When Active Accounts are shut off or closed, the account will automatically revert to the name of the property owner if another applicant does not establish an account, with no lapse in time. Inactive Accounts will be opened in the name of the property owner based on information from the County of San Bernardino property tax records, without the requirement for property owners to apply for inactive service.

**ARTICLE 1.9.1 Tenant Water Service Application** *(Amended by Resolution No. 19-1009 on 09/18/2019)*

Property owner or owner-authorized property manager must approve all new tenant accounts. JBWD will, upon written request of an owner (i.e. Owner Request for Tenant Water Service) and receipt of a complete water service application and payment of all applicable fees and deposits, open an account in the name of a tenant.

**ARTICLE 1.9.2 Service to Tenants with Third Party Property Manager** *(Amended by Resolution No. 19-1009 on 09/18/2019)*

When the property in question is managed by a third-party manager whom the owner designates to sign the Owner Request for Tenant Water Service, the JBWD will require from the third-party manager a copy of the service contract between property owner and management company delegating such authority. It is the owner or property manager’s responsibility to notify JBWD of any changes to contact information, property ownership, and/or property management agreement.

**ARTICLE 1.9.3 Owner Responsibility** *(Amended by Resolution No. 19-1009 on 09/18/2019) (Amended by Resolution No. 21-1029 on 02/24/2021)*

The owner/property manager of each separate property with an Owner Request for Tenant Water Service (ORTWS) in place is ultimately responsible for the payment of all applicable water service charges provided to each separate property. A tenant’s failure to pay could result in the following actions being taken on an owner’s account: lock off for non-payment or lien. It is the owner/property manager’s responsibility to notify JBWD of any changes to contact information, property ownership, and/or property management agreement. Article 1.29 addresses owner responsibility for payment of accounts without an Owner Request for Tenant Service in place.

**ARTICLE 1.10 Identity Verification**

The JBWD is required to establish an identity theft prevention program in accordance with the Federal Trade Commission’s Red Flag Rule: enacted to protect consumer’s identities. The program is intended to identify, detect, and respond appropriately to red flags. A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft. The JBWD requires certain personal identifying information from customers for this purpose. Information is input into a third party database to verify the identity of customers establishing accounts. If there are any “red flags” identified in the information provided, additional identifying information may be required or, worst case, a customer may be prohibited from establishing an account. The JBWD places the highest priority on protecting any confidential financial or personal information submitted in the course of business.

**ARTICLE 1.11 Guarantee and Other Water Account Deposits** (Amended by Resolution No. 18-993 on 11/07/2018) (Amended by Resolution No. 19-1009 on 09/18/2019) (Amended by Resolution No. 21-1029 on 02/24/2021)

Before water delivery is started for any new or existing Active Account, the Applicant shall secure the account by depositing with the JBWD the amount specified in Article 13.3, unless there is a Continuous Service Agreement in place – see Article 1.14.1.

Water service will not be installed, connected, or turned on for any Applicant or customer until all delinquent balances are resolved (refer to Article 1.29). In any instance where this policy conflicts with the District’s Collection Policy in Appendix A, the Collection Policy will prevail.

Deposits will not automatically be refunded for customers whose account status changes (Active, Transitional, and Inactive). Customers whose account status changes will have to meet the satisfactory payment requirements as indicated in this Article before Deposit is refunded or applied to account.

Each time that water rates are changed in accordance with Board action, the Guarantee Deposit will also be re-calculated and changed, based on the average residential water consumption from the most recent water rate study (currently, the 2018 Water Rate Study, and nine [9] units average consumption per month,) multiplied times three (3) months.

- a. Guarantee Deposit: When the Applicant has established a satisfactory payment record for twenty-four consecutive months, the JBWD will refund the guarantee deposit by crediting the customer’s account. If service is discontinued before that time, the deposit will be deducted from the closing bill, and a check for the balance or a water bill will be mailed to the customer at his last known address.

A satisfactory payment record is achieved if the Applicant meets the following criteria within the twenty-four-month period:

- No more than two late payments, • No cut-offs for non-payment, and
- No returned checks.

The JBWD may require a Guarantee Deposit on an unsecured account if one of the aforementioned items occurs during the duration of the water service.

- b. Termination of Water Service Deposit. Following termination of water service for nonpayment, the customer may be subject to a deposit equal to one and one-half (1.5) times the Guarantee Deposit amount. Refund of Termination of Water Service Deposit is the same as a refund of the Guarantee Deposit.

If a customer whose water service has been terminated for non-payment has zero deposit on-hand at the time-of-service termination, they must pay at least the Guarantee Deposit amount before service can be restored, and the remaining additional deposit due may be established as a contract, payable by the customer over a timeframe not-to-exceed two months. Failure to pay the contract as required will once again subject the customer account to termination.

- c. Damage/Lock Deposit. If a locked meter is unlocked or the meter is damaged, the customer may be subject to a deposit equal to two times the standard deposit. Refund of Damage/Lock Deposit is the same as a refund of Guarantee Deposit.
- d. Continuous Service Agreement Deposit

A property owner (or owner-authorized property manager) of a rental property who has a valid Continuous Service Agreement in place will not be required to pay a New Account charge or provide a Guarantee Deposit each time that active water service is automatically transferred into their name in-between tenant accounts. The Continuous Service Agreement and this waiver of new account charge and guarantee deposit will be terminated if owner or property manager fail to pay for any past due balances associated with the subject property.

**ARTICLE 1.12 Guarantee Deposit Credit Check Process** *(Amended by Resolution No. 18-993 on 11/7/2018)*

Applicants who provide a social security number will have their credit checked. The results of this soft credit check will provide either a green, yellow, or red “score,” and the deposit required is based upon the score.

- Green = good credit, no deposit required
- Yellow = average credit, deposit required
- Red = poor credit, deposit required
- No score = no credit, deposit required
- No SSN = no score, deposit required

Applicants that don’t provide a social security number will be required to pay the Guarantee Deposit.

Applicants with minimal credit history may result in “no score,” and those Applicants will be required to pay the Guarantee Deposit.

Existing JBWD customers transferring service from one address to another who meet the satisfactory payment requirements of Article 1.11 will not be required to provide a new Guarantee Deposit to start service at the new address.

The JBWD uses a third-party contractor for this credit check/deposit decision service and is not responsible for inaccuracies in the Applicant credit report. Applicants must address concerns to the credit reporting bureaus or JBWD’s contractor, currently Online Utility Exchange. The JBWD or JBWD’s Contractor will provide an Adverse Decision Letter to the Applicant whenever a yellow or red score is received during the application process. The letter provides contact information to assist the Applicant in correcting credit reporting inaccuracies.

**ARTICLE 1.13 Inactive/Locked Meters** *(Amended by Resolution No. 18-993 on 11/7/2018)*

No meter, which is locked by the JBWD, shall be altered or unlocked except by an authorized employee or agent of the JBWD. All customer categories will be responsible for payment of the fixed Basic Monthly Fee, but are not eligible to receive water delivery through the meters until the customer has made application to the JBWD, has identity verified, been provided the 90-day requirement to obtain the County-assigned service address, provided a County permit if applicable, and met the Guarantee Deposit requirements and paid any outstanding charges.

If locking devices are broken or removed from any customer, the first time it occurs, the meter will be relocked, and a Broken Locking Device Fee charged to the owner or account holder. The second time the locking device is broken, another Broken Locking Device Fee will be charged and the meter will be removed, and the owner or account holder will be required to pay to reinstall the meter in accordance with the fee schedule in Article 13. In addition, the owner will be charged for any damage to the meter. If a locking device has been unlocked or removed by other than a JBWD representative, and the Customer Service Facility is damaged, and consumption cannot be determined, the water bill will be adjusted per Article 1.22. Customer will be required to pay a double deposit to secure the account. Payment of additional deposit and all other applicable fees will be required before service is unlocked.

#### **ARTICLE 1.14 Turn On and Turn Off Service**

The JBWD will charge for turning off and turning on service or locking/unlocking service at a customer's request, except when account is being closed. In the case of an emergency on the customer side of the meter, the customer will shut off his water service by use of the customer's service valve. If there is no customer's service valve or the valve is broken, the JBWD will provide emergency turn-off service, upon request, and without charge.

If the customer provides the wrong service address and the JBWD completes the turn on, the customer will pay another fee to turn on water at the correct address.

An owner or account-holder can request that their service be locked off to require the resident living in the property to establish their own account. The JBWD requires payment of the tag fee and a 48-hour waiting period before service can be locked off in these circumstances to notify the resident and give opportunity to establish service. In no case will an owner request be honored to turn-off water to a residence, duplex, apartment, mobile home or other such dwelling because the occupant has not paid rent on the parcel to the owner.

#### **ARTICLE 1.14.1 Owner Continuous Service Agreement (Optional Service) *(Adopted by Resolution No. 19-1009 on 09/18/2019)***

The Continuous Service Agreement allows property owners and owner-authorized property managers to maintain uninterrupted water service while a rental property is vacant. The Continuous Service Agreement authorizes the JBWD to automatically establish an active water account in the owner or agent's name each time that a tenant vacates. The owner will be responsible for all services and charges until the time a new tenant establishes service. Failure to pay either the owner/property manager water bills or the delinquent tenant bills when due will result in cancellation of the Continuous Service Agreement for the subject property.

#### **ARTICLE 1.15 After Hours Turn on Fee**

A deadline will be established by the General Manager or a designee for same-day water service turn-on before which time there will be no additional fee for same-day water turn-on service. Water will be turned on after the deadline for same-day service provided that the customer agrees to pay a fee per Article 13 for the cost of providing such service. If the prospective account holder does not comply with the after-hours turn on policies including payment of fees and completion of paperwork, service will be disconnected without further notice.

#### **ARTICLE 1.16 Damage to Customer Premises Caused by Leaking Pipes and Fixtures**

The JBWD will turn on the water supply as requested by the Customer and shut off the customer's valve if applicable. If there is a leak detector on the meter and it is moving, the employee will shut

off customer's valve (if applicable or the JBWD's valve) and leave a notice in a prominent location on the customer's premises. Such notice will contain a warning to the customer of the suspected condition and will instruct the customer on where to find and how to turn on the customer's service valve.

The JBWD's responsibility ends at the meter and the JBWD shall not be liable for damages caused by water running from open or faulty fixtures, or from broken or damaged pipes on the customer's side of the meter.

#### **ARTICLE 1.17 Billing Period and Meter Reading Cycle**

The billing period shall be at the option of the JBWD and may be changed from time to time. The current billing period is monthly. The cycle of meter reading will be set up so that the same meters are read as nearly as possible on the same day of each reading cycle.

#### **ARTICLE 1.18 Terms of Bill Payment** *(Amended by Resolution No. 19-1017 on 12/19/2019)*

Bills for metered water service shall be rendered at the end of each billing period. Such bills shall be due and payable at the office of the JBWD, and shall be delinquent twenty-one days after date of the billing. Active accounts may be turned off after written notice from the District and an opportunity to be heard, if payment is not made within sixty (60) days of the delinquent date. All past due charges must be paid before Active Account status is granted for the affected parcel.

#### **ARTICLE 1.19 Water Charges for Opening and Closing Bills**

The monthly Basic Service Charge shall be pro-rated when opening and closing bills are for less than the normal billing period. All water flow charges will be billed per the meter reading.

#### **ARTICLE 1.20 Special Billings** *(Amended by Resolution No. 19-1009 on 09/18/2019)*

Meter removal bills, special bills, and bills rendered to persons discontinuing service are due and shall be paid upon presentation. Turn-off and turn-on charges and payments to reinstate or increase deposits shall be paid before service will be turned on, unless there is a Continuous Service Agreement exception.

#### **ARTICLE 1.21 Failure to Receive Billings**

Failure to receive a billing does not relieve the customer of liability for payment of the charges assessed including any penalties. It is the responsibility of the customer to notify JBWD that a bill for water use or other charges has not been received which the customer knows or should know to be due. The JBWD will then reissue the billing, and with the approval of Staff, the JBWD may elect to forego the collection of delinquency penalties. Payment of all past due charges will be required before water delivery is initiated.

#### **ARTICLE 1.22 Billing Adjustments for Meter Error**

If a meter that is tested is found to be **incorrectly recording** according to standards in **Article 1.4**, has stopped recording usage or has been removed by other than JBWD employee, **the percentage error shall be calculated based on the most recent billing prior to discovering the meter error**. Any adjustment represented by this meter test will be applied to the customer's account on his/her next regular billing. The JBWD reserves the right to apply a charge equal to a twelve-month average rate, or results of an analysis based on other factors estimating the consumption for up to four years; and apply the adjustment indicated to the customer's next billing. Such estimates will be

made by an analysis considering previous consumption for the same customer for a comparable time period, or by determination of a JBWD -wide average for the equal size meter service, whichever is more applicable.

The JBWD also reserves the right to back-bill up to four years for the fixed, Basic Fee charge in instances where the charge was not billed to the customer and should have been.

**ARTICLE 1.23 Excessive Water Use Policy** *(Amended by Resolution No. 16-966 10/05/2016)*

If the customer calls regarding the high meter reading, Staff will review the account history and discuss water usage, potential leaks, and related matters with the customer in an attempt to determine a cause. If no cause can be found, or the customer or the JBWD requires further explanation, an excessive water use investigation will be initiated.

a) Excessive Water Use Investigation Process

While an investigation is being conducted, customer is required to pay an amount equal to a typical bill from the same period, the “good faith payment”. Staff will flag the customer account so that no delinquent charges will accrue and no lock-off for non-payment will occur on the account with respect to the amount in question. Other charges must be paid when due.

A thorough investigation into excessive water use includes the following items:

- I. Discussion with Customer - JBWD Staff will have an extensive discussion with customer, pointing out common water usage problems and reasons for high usage, and getting feedback from customer.

If the cause of the high bill cannot be identified to the customer’s satisfaction through discussion, an onsite water survey will be offered.

II. Onsite water survey

JBWD Staff will offer to visit the property, looking at water fixtures and consumption inside and outside of the home and attempt to assist in determining the cause.

If the cause of the high bill cannot be identified to the customer’s satisfaction through the onsite water survey, the JBWD will offer the meter testing as a last resort.

III. Meter testing.

The JBWD will have the meter tested in accordance with Article 1, including payment of fees.

Information gathered as a result of the review and investigation will be evaluated by the General Manager or a designee in an effort to determine the cause of the excessive water use.

If it is determined during the review or investigation process that there is a meter reading error on the part of the JBWD, the account will be adjusted before the next billing cycle to reflect either the correct meter reading (if applicable) or estimated equivalent usage based on information such as the same billing period from the prior year, JBWD-wide average, or other relevant factors.. The customer will receive a phone call or written confirmation of the adjustment.

If no cause can be determined or if it is determined that the customer is the cause of the excessive water use, a payment plan option, allowing for payment over an extended period suggested six (6) months, maximum 12 months based on amount, may be offered to the customer provided that the customer otherwise qualifies for a payment plan. A payment plan requires a minimum payment



of \$50 per month. The customer will be provided the information about the Water Account Assistance Program.

b) Customer Account Assistance Program (CAAP) (Amended by Resolution No. 18-982 09/19/2018)

The Customer Account Assistance Program (CAAP) provides a method to request bill reduction for a bill of unknown or accidental origin. The Program was created to assist customers who have experienced extraordinary or unusual circumstances.

The procedure includes the customer's written CAAP application and JBWD investigation. Until the JBWD receives the customer's written application, the bill is due as presented. The application, plus information obtained as a result of the review and investigation, will be forwarded to the General Manager or a designee. While the CAAP application is being reviewed, a good faith payment, equal to the amount of the bill for the same month in the prior year, must be paid by the due date.

The General Manager or a designee shall determine the amount of assistance, if any, based upon review of the information obtained and in accordance with the current policy. No assistance will be considered for excessive water use cases that result from a violation of the JBWD Rules and Regulations.

### **Guidelines for Assistance**

- Account holder must show proof of repair of any leaks before receiving assistance. A Water Survey will be offered to customer to help detect leaks and opportunities for reducing water use. Customer, or representative, must be present at the water survey conducted by a JBWD employee.
- Customers are limited to two (2) CAAP's within a five (5) year period at the same location. A new owner or customer at the same location may be considered for additional assistance.
- Customers must live as their primary residence at property address where assistance is requested and provide proof of residency satisfactory to JBWD, such as property tax homeowner's exemption.
- Assistance is limited to no more than two consecutive monthly billing cycles; assistance is calculated by comparing the difference between the current and the prior year's bills for the month(s) in question. If difference between current and prior year's water bills is greater than \$700.00, the customer is eligible for assistance. If this is a new account with no previous year comparable usage, then an average consumption of all months on the account will be used as the comparator. If this is the first bill for the account, the District-wide average consumption for similar meters, for the same month, will be used to calculate the amount of assistance.
- If the difference is less than \$700.00, the account is not eligible for a CAAP. Assistance in the form of an interest – free payment plan, following existing procedures will be offered.
- If the difference is more than \$700.00, the water bill will be recalculated using the Water Flow Charges for 1.5", 2", and 3" meters. The recalculated bill is the customer's responsibility to pay. The customer may request a payment plan in accordance with existing procedures for the balance.

**ARTICLE 1.24 Turn Off Meter for Non-Payment** *(Amended by Resolution No. 19-1017 on 12/19/2019)*

Customers are encouraged to avoid disconnection of water service for non-payment by contacting the District to determine if they are eligible for a payment arrangement that would spread the balance due over a longer payback period. See Exhibit A for the District's Collection Policy, which regulates disconnection of service for non-payment.

**ARTICLE 1.25 Customer Voluntary Turn Off**

If a customer expects to be absent from his premises for an extended period of time and wishes to have his service turned off, the account will be closed. Upon returning, a new account will be opened subject to all new account requirements.

**ARTICLE 1.26 Customer Vacating Premises**

Customers desiring to have service discontinued should notify the JBWD at least two days prior to vacating the premises.

Transitional Accounts in the name of the property owner will be automatically established by JBWD when Active Accounts are closed. An Active Account, allowing for water delivery, will require the customer to comply with the application process. Unless turn-off of service is so ordered, the customer and/or the owner may be liable for any continued water charges at the vacated location.

**ARTICLE 1.27 Delinquent Account Service Charge** *(Amended by Resolution No. 19-1017 on 12/19/2019)*

Accounts not paid on or before the date that they become delinquent may be assessed a one-time delinquent account service charge plus a monthly service charge on the unpaid balance. Accounts paid before the due date with payments that are subsequently returned (e.g. NSF check) will also be charged the delinquent account service charges as indicated above. See Exhibit A for the District's Collection Policy, which regulates Delinquent Account Service Charges.

**ARTICLE 1.28 Payment Arrangements and Contracts** *(Amended by Resolution No. 19-1017 on 12/19/2019)*

Customers that cannot pay their bills by the scheduled cut-off date, may be able to make a payment arrangement that gives them additional time to make the payment. The District will consider whether the customer qualifies for a payment arrangement. Water service will not be terminated for any customer who complies with the payment arrangement, if the customer also keeps the account current as new charges accrue in each subsequent billing period.

**ARTICLE 1.29 Collection of Delinquent Accounts** *(Amended by Resolution No. 19-1009 on 09/18/2019) (Amended by Resolution No. 21-1029 on 02/24/2021)*

Customers that cannot pay their bills by the scheduled cut-off date may be able to make a payment arrangement that gives them additional time to make a payment. The District will consider whether the customer qualifies for a payment arrangement. Water service will not be terminated for any customer who complies with the payment arrangement, if the customer also keeps the account current as new charges accrue in each subsequent billing period. See Exhibit A for the District's Collection Policy which regulates Payment Arrangements.



The JBWD will attempt to collect all delinquent, uncollectable, “written off,” or liened water charges, on open or closed accounts of all “Customer categories” as defined in Section II (i.e. locked or unlocked service), including penalties and interest as follows:

a) Before account establishment:

- 1) OWNERS: Establishment of any active water service account requires resolution of prior debt on accounts of any customer category/status associated with i) name of applicant at any location and ii) if under same ownership, property location.
- 2) TENANTS: Execution of Owner Request for Tenant Water Service (ORTWS) by owner or property manager requires resolution of prior debt on accounts of any customer category/status associated with i) name of applicant at any location ii) name of property owner at any location and iii) if under same ownership, property location.

b) After account establishment:

1) Accounts Held in the Name of the Property Owner –

- i. Account may become subject to lock-off for nonpayment (refer to Exhibit A).
- ii. A lien may be filed against the property following unsuccessful collection attempt(s) and proper notification.

2) Accounts Held in the Name of non-Property Owners (Tenants or Property Managers)

- i. Account balance may become subject to lock-off for nonpayment (refer to Exhibit A).

ii. If NO Valid Owner Request for Tenant Water Service (ORTWS)

- a) Future accounts at the address must be established and maintained in the owner’s name until such time that all prior debts as defined in Article 1.29 are resolved and an Owner Request for Tenant Water Service is completed.

iii. If Valid Owner Request for Tenant Water Service (ORTWS)

- a) If the tenant fails to pay the final account balance, the JBWD will make one additional attempt to collect the funds through either a delinquent billing process or by letter contact.
- b) If collection is unsuccessful, the balance will be transferred to the owner or property manager (responsible party) for payment, pursuant to the Owner Request for Tenant Water Service.
- c) If the responsible party subsequently fails to pay the balance, the account may become subject to lock-off for nonpayment, lien, and the ORTWS may be terminated, requiring future tenant accounts to be held in the name of the owner.
- d) Any current account at the property may be transferred into the responsible party’s name.

- 3) When discovered, any delinquent balance due on an open or closed account of all “Customer categories” as defined in Section II (i.e. locked or unlocked service) will be transferred to any other open account of the same account holder. Failure to pay the delinquent account balance when due will subject the accounts to lock-off for nonpayment or lien, as applicable.

The JBWD retains the right to use the above and all other means of collecting unpaid accounts that are now in effect or that in the future may be established.

### **ARTICLE 1.30 Payment Methods** *(Amended by Resolution No. 21-1029 on 02/24/2021)*

JBWD offers several payment methods, including cash, check, money orders, and credit cards. Cash, check, or money orders are accepted in the District office. Credit card payments are accepted by phone or online via the District third-party credit card processor. Customers have the option to sign up for the AutoPay service, where payments are automatically deducted from the customer’s checking, savings, or credit card account.

A payment drop box is located in the JBWD parking lot to drop off checks or money orders during or after regular business hours. Cash should not be placed in the drop box. Payments are ordinarily picked up from the box once per day only and are posted to the accounts on the following business day.

Payments must be received in the drop box no later than 5:00 pm on the payment due date to avoid delinquent charges. Payments dropped in the box after 5:00 pm on the payment due date are considered late.

For accounts subject to disconnection for non-payment, payment must be placed in the drop box no later than 7:00 am on lock-off day in order to avoid water disconnection. Lock-off may not be avoided when payments are placed in the box after 7:00 am on lock-off day. The customer must inform the District office when making a credit card payment by phone or online after 6:00 am on lock-off day.

Once payment has been received, JBWD does not refund any payment or overpayment until the account closes.

### **ARTICLE 1.31 Uncollected Payments**

Customers who make payment that is eventually returned from the bank as uncollected will be charged a returned payment charge and other charges as appropriate. The second returned payment within a two-year period will result in customer being required to make all payments by cash or credit cards for two years. After two years of good payment history including no more than two late payments and no lock-offs, customer may request to be removed from the cash-only status.

### **ARTICLE 1.32 Tag/Letter Fee**

The JBWD charges a fee whenever we are required to prepare or deliver a letter or tag, whether by mail or personal delivery. Letters and tags are used in situations such as for impending lock-off, returned checks and payment arrangements.

### **ARTICLE 1.33 Meter Accuracy**

All meters shall be tested prior to installation and no meter shall be installed that registers greater than the following variance of actual water passing through the meter and tested by the JBWD or

an independent third party that uses the American Water Works Association (AWWA) meter flow standards:

95% to 101% at low flow

98.5% to 101.5% at moderate flow

98.5 to 101.5 at high flow

The test, performed in accordance with AWWA standards, **must result in accuracy at all three different water flows.** The same standard shall be acceptable for existing meters. Any customer has the right to have his meter examined and tested at any time upon completion of the Meter Test Form. **The Meter Test Form requires customer to commit to payment of the meter test fee and an adjustment to their water account for any discrepancy identified in the meter performance, either over or under-recording, if the meter fails.** Any charges resulting from the meter test will be added to the customer's account and will be subject to collection pursuant to Article 1.24. **If the meter does not meet the AWWA meter flow standards at all three water flows, the meter failed.** If tested at the JBWD facilities, the customer may request to be present during the test.

The JBWD may from time to time or as a matter of policy, institute a periodic meter testing program. **The JBWD reserves the right to test any customer's meter at any time without notification and without charge to the customer.**

#### **ARTICLE 1.34 Meter Flow Limits**

A customer shall not increase the flow through the meter beyond the flow rate limit corresponding to the meter size as set forth in Article 2.

#### **ARTICLE 1.35 Measurement and Control of Water Delivered**

Each meter has an attached valve for exclusive use of JBWD. The JBWD-side valve located closest to the mainline or street side is for the exclusive use of JBWD in controlling the water supply through the customer's service, and it shall not be used by the customer. A customer's service valve is provided for the customer's use. The customer's service valve is typically a lever style valve, is situated in the meter box closest to the customer's house, and has the ability to be locked by the customer.

#### **ARTICLE 1.36 Meter Damage**

If any portion of the meter is damaged by the customer's unauthorized use to such an extent that it requires repair or replacement, such repair or replacement shall be done by the JBWD, and the customer or property owner, as noted below, will be billed for all costs including JBWD labor associated with the repair or replacement.

*a. Payment for Damaged Meters for Accounts in the name of the Property Owner*

If the account holder of the damaged meter is the property owner, the service will not be restored until the damage is paid. If service was not interrupted as a result of the damage, the charge will be placed against the account for collection through the normal account billing procedures. If the damage remains unpaid by the account holder-property owner, a lien will be placed against the property with the county recorder.

*b. Damaged Meters for Accounts in the name of Non-Property Owners*

If the account holder of the damaged meter is not the property owner, water will not be restored until payment has been received. If service has not been interrupted, charges for the damage will be placed against the account for collection through the normal account billing procedures. The property owner will be notified within seven (7) days that the damage has occurred and that future service will not be provided to the property until the damage is paid. New applicants for service at an address where unpaid damage exists and the property owner has been notified will be denied service until the damage is paid.

### **ARTICLE 1.37 Change in Service Facility**

The JBWD or a customer may initiate a change in the size, character of use, or location of customer service installation, or any part thereof. If initiated by the customer, the customer shall complete the applicable portions of Application for New Customer's Service Facility. The JBWD will examine the customer's service facility size criteria as set forth in Article 2.3.

The JBWD also reserves the right to examine, in detail, the water use activities of any customer at any time.

If the JBWD determines that a customer's water use exceeds the flow limits of the meter for an average over three billing cycles, the JBWD may upon notification to the customer remove the existing meter and replace it with one of the proper size; whereupon, the customer shall pay the incremental difference in cost associated with the new meter size.

In no case will a meter of greater size than the size of the customer's service facility be installed. If the customer requests a meter larger than his service facility, and the customer is willing to pay the cost to replace his service facility to support the larger meter size, the JBWD will honor the customer's request. No credit will be allowed against the replacement cost for the existing facility.

### **ARTICLE 1.38 Parcel Divided Subsequent to Initial Installation of Customer Service Facility**

It is the responsibility of the parcel owner to notify the JBWD of a proposed parcel split and comply with the JBWD Rules and Regulations. The JBWD has final approval of the location of water facilities on the parcels that are split and a line extension may be required as a condition of a parcel split for additional water service facilities. When parcels are split, the water meter will belong to and stay with the parcel where it is physically situated. New water meter(s) will have to be purchased for the other parcel(s), where there is no longer a water meter located, including payment of associated charges such as capacity fees.

### **ARTICLE 1.39 Tampering With the JBWD Water System**

No person other than an employee, operating within the scope of his duties is authorized to operate or otherwise interfere with operation of the water system. Any person caught in the act of tampering with the operation of the water system could face criminal prosecution. Any Accounts that are unlocked without authorization will be re-locked one time and a Broken Locking Device Fee will be added to the account. The second time that the locking device is broken, the meter will be removed and the customer will have to pay another Broken Locking Device Fee and the Meter Reinstallation Fee to get the meter reinstalled. Subsequent tampering may result in removal of the entire water service, requiring payment of costs to reinstall an entire water service.

#### **ARTICLE 1.40 Water Use Without Permit**

A person using water from any customer service facility without having made application for and been approved for water service by the JBWD shall be held liable for payment for the water delivered from the date of the last recorded meter reading. If water use has been detected, but the meter is not operating, the quantity consumed shall be determined as outlined in Article 1.22. Billing Adjustments for Meter Error. The homeowner or occupant shall be responsible for the water bill. In addition, the person using water in this manner may (see 1. 39) also face criminal prosecution depending upon the circumstances of the situation.

#### **ARTICLE 1.41 Non- Use of Meter**

Leaving meters in the ground that aren't being used can present a number of issues and incur cost to the District to inspect them, document findings, and develop a regular reoccurring inspection program. In addition, meters are more prone to water theft or damage and deteriorate due to the weathering and non-use.

After twelve (12) months of non-use, water meters will be removed, and account status will be changed to Inactive/Locked with written agreement from customer. Billing of the Basic Monthly Fee provided in Article 13 will continue and customer will need to re-apply for Active Account Status, including payment of the Meter Reinstallation Fee.

#### **ARTICLE 1.42 Inactive Meter Opt-Out**

Property owners may terminate their connections to the JBWD water system and become exempt from the requirement to pay the Basic Monthly Fee by opting out of service for a subject property. By signing the Opt Out Agreement, property owner will relinquish all service rights for the subject property. Property owner and/or a successor owner of the property shall be required to comply with the Regulations and other JBWD requirements in effect at the time the property owner and/or a successor owner applies for service, including payment of all fees and charges, completion of required applications and installation of off-site and on-site facilities JBWD considers necessary for service to the property. JBWD shall have the right to remove the subject water meter, but is not required to do so, and failure to remove the water meter does not waive the property owner obligation to pay for a meter and installation in order to obtain water service.

## **ARTICLE 2: INSTALLATION OF NEW (CUSTOMER SERVICE FACILITY) OR CHANGE IN EXISTING CUSTOMER SERVICE FACILITY**

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*(Amended by Resolution 14-915 on 2/5/2014)*

These rules and regulations regarding customer service facilities apply equally to all customers.

### **ARTICLE 2.1. Design Standards, Standard Construction Drawings and Specifications**

Customer service facility installation shall meet all requirements of JBWD water system design standards and standard construction drawings and specifications.

### **ARTICLE 2.2. Customer Options**

Customers may choose to have several separate customer meter services on the same parcel, even though they qualify for single service. All applicable charges will apply to each of such separate services as if they were on separate parcels.

### **ARTICLE 2.3. Service Facility Size Requirements**

The customer service line, size, and type of meter shall comply with the County of San Bernardino specifications.

The meter size shall be based on the range of maximum, minimum, and continuous duty water flow. The customer's flow requirements must be within the range of minimum and maximum flow for the meter size chosen, and the average flow rate during the 16 hours of highest daily use shall not exceed the continuous duty flow rate of the meter. Flow rates by meter sizes are set forth below:

Meter Service Size	Minimum Line Size	Minimum Flow (GPM)	Continuous Duty Flow (GPM)	Maximum Flow (GPM)
5/8" by 3/4"	1"	0.25	15	25/30
3/4"	1"	0.25	15	25/30
1"	1"	0.30	25	50
1 1/2"	1 1/2"	1.10	45	100
2"	2"	1.00	80	160
3"	3"	2.00	160	320

All meters 2" and larger must be of the compound type.

## **ARTICLE 2.4. Customer Meter Service Facility Location**

Where a single new customer service facility is to be installed, the standard location represented on Standard Drawing P-18 will be followed unless a specific location is requested by the customer to fit in with the piping on his premises. Such special location of the customer service facility will be honored by the District unless it presents a problem in installing and/or reading the meter. Unless unavoidable, the meter will not be located on the customer's private parcel or behind a wall or fence on other structures or obstructions which limits JBWD's access to such meter.

Large compound meter services shall be located immediately behind the curb or immediately behind the sidewalk within the public street right-of-way, unless location on private parcel is absolutely unavoidable. The location of large compound meter facilities shall be the customer's choice unless JBWD determines that such desired location is not the most desirable with respect to construction, operation, and maintenance, and meter reading convenience.

### **ARTICLE 2.4.1 Remote Meters** *(Amended by Resolution 08-839 on 10/18/2008)*

- (a) Parcels that meet EITHER of the following two requirements are eligible to receive water service through a remote meter, defined as a meter that is not installed on the subject parcel easement as represented on Standard Drawing P-18.
  - i. The mainline extension that would be required to serve the parcel would advance the mainline toward a zone boundary where there is no expected future benefit to JBWD or other property owners.
  - ii. The mainline extension that would be required to serve the parcel would advance the mainline toward a property that JBWD Engineer determines is “un-buildable”.

Payment of all required fees, including Standard Front Footage Fee and Meter Installation Fee, must be made prior to water service being initiated.

### **REMOTE METERS FOR STRUCTURES BUILT PRIOR TO 2000** *(Amended by Resolution 13-904 on 02/20/2013)*

- (b) Parcels that do not meet either of the above requirements but meet ALL of the following requirements would also be eligible to install a remote meter. The intent of this section of the policy is to grandfather parcels that have structures that were constructed prior to the year 2000 that have been occupied continuously since January 1, 2000. It is the intent of the provision that any new development would need to meet the above criteria (Section a) to qualify for a remote meter.
  - i. The parcel is already developed with a residential or business structure, occupied by the current residential owner. The policy is not intended to apply to rental properties.
  - ii. The parcel has been occupied previous to and continuously from January 1, 2000 to present by current owner (proof of occupancy such as Home Owners Exemption or other proof may be necessary).

- iii. The parcel currently pays an annual standby fee. Any delinquent standby fees must be paid before a remote meter will be authorized.
- iv. A remote meter service line would be no longer than 1,400 feet. The remote meter service line is the pipeline that connects the meter to the structure, which pipeline is installed and owned by the parcel owner.
- v. The parcel owner agrees to pay in full the Standard Front Footage Fee for mainline.

Payment of all required fees, including Meter Installation Fee, must be made prior to water service being initiated.

All parcel owners granted remote meters will, at their sole expense, be responsible for providing easements in the name of JBWD, or other appropriate right-of-way, in the form required by JBWD, prior to water service being initiated. The right-of-way is required to facilitate the future mainline installation.

Parcel owners that pay a Standard Front Footage Fee to extend the mainline along the frontage of parcel(s) owned by others may be entitled to a Refund Agreement in accordance with Article VII of the Rules and Regulations.

#### **ARTICLE 2.5. Customer Service Facility**

The customer service facility starts at the customer side of the meter, which ends at the customer valve, includes, and must meet the requirements of the cross-connection control regulations.

The JBWD's curb valve is for the JBWD's sole use and the customer's service valve is for the customer's use in controlling the flow of water to the customer's premises.

In those areas where high pressure may be expected to occur JBWD will require the customer to install a pressure-reducing device and/or pressure relief device.

#### **ARTICLE 2.6. Cross Connections**

If JBWD determines that the customer's use of water service exposes JBWD's system to a cross connection, and if JBWD finds that protection against cross connection is required, it shall be the responsibility of the customer to provide such cross connection and backflow prevention as a condition of water service, and will provide cross connection and backflow prevention device in accordance with the requirements of Article 1.31.

#### **ARTICLE 2.7. Maximum Length of Customer's Service Line and Prohibition of Service to Other Premises**

Service facilities shall apply to the parcel served and shall not provide opportunity of service to neighboring parcel or premises. The customer will be responsible to provide adequate flow and fire protection and all easements. See Article 1.34.

JBWD will not allow service from a customer's service line to other parcels, premises, or hauling tanks except as approved by JBWD, allowing service to other parcels or premises shall be grounds for immediate termination of service.



**ARTICLE 2.7.1 Maximum Length of Service in the Copper Mountain Mesa Assessment  
JBWD**

Customers within the CMMAD shall be allowed to install a service line up to 1,400 feet long, which may cross the property of others. It shall be the responsibility of the customer to obtain the necessary right-of-way across neighboring properties for such service line.

**ARTICLE 2.8 Hauling Stations**

There are areas within JBWD where there is currently no water service. Customers in these areas obtain water themselves through a hauling meter or other methods of hauling water. JBWD will provide water hauling stations and will provide a method to be used to purchase water through the hauling station. If an existing hauling meter is authorized to continue in service, service will be terminated when the existing customer closes the account or no longer resides at the account address. No refund will be issued for hauling meters, where service has been transferred to another source. Authorized hauling meters are reserved for use by customer account holder only. Refer to Cross Connection Section 12, for Cross Connection and Back Flow requirements.

**ARTICLE 2.9 Change in Customer Service Facility Location**

If a customer requests that his service facility be moved, the move will be done by JBWD, and the customer will pay all costs of the relocation and the customer will be responsible to relocate their own water line to the new service facility. Customer services located within fenced areas will be relocated by JBWD and all expenses will be paid for by the customer, or the customer may be required to relocate such fence at JBWD's discretion. JBWD will not be responsible for reconnecting customer service line.

**ARTICLE 2.10 JBWD Right to Ingress and Egress on Customer Premises**

JBWD shall have the right to ingress and egress upon the customer's premises for any purpose in connection with the furnishing of water service during normal business hours or anytime during an emergency. Failure to give access to JBWD for meter reading may be grounds for discontinuance of service to the parcel. The parcel owner may choose to pay for remote meter reading equipment.

**ARTICLE 2.11 JBWD Right of Access to Water System Facilities Within Easements on Private Parcel**

All water system facilities installed within easements on private parcels shall remain the property of JBWD and shall be operated, maintained, repaired, or replaced by JBWD without the necessity of consent of the owner of the parcel. The parcel owner shall use reasonable care in the protection of JBWD facilities, and at no time will interfere with JBWD in maintaining such facilities:

The Parcel owner will not impair JBWD's capability of entering personnel and equipment for the purpose of operating, maintaining, repairing, or replacing facilities or reading meters on customer service facilities attached thereto. JBWD will have the right, without notice, to clear such obstructions and the person causing such obstruction will not be compensated by JBWD for the loss, damage, or replacement of such obstruction.

## **ARTICLE 3: APPLICATION AND REVIEW PROCEDURES FOR SUBDIVISIONS, AND MULTIPLE RESIDENTIAL, COMMERCIAL, INDUSTRIAL, PUBLIC, AGRICULTURAL AND INDIVIDUAL RESIDENTIAL WATER AND WASTE WATER SYSTEM FACILITIES**

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This Article will apply to all water and waste water facilities for water or waste water service initiated by the property owner or project developer (collectively, “Applicant”) for the purpose of providing service to such Applicant’s parcel or parcels.

### **ARTICLE 3.1 Project Initialization** *(Amended by Resolution 11-879 on 12/21/2011)*

The Applicant must present a completed application to the District describing the project and including tentative parcel maps or tentative tract maps, if applicable. The Applicant shall demonstrate that Applicant is owner of the property or has authority from the property owner to submit the application. After completion of the application, a design conference with the District general manager or his/her designate must be arranged. District staff will review the proposed water and/or waste water demand requirements and will determine if the project is compatible with the existing District facilities.

### **ARTICLE 3.2 Organization of Participants**

The initiation of and organization and/or coordination for a water and/or wastewater system project is the Applicant’s responsibility. If there are other potential participants in the project, it shall be the responsibility of the Applicant to organize the effort and obtain commitments from potential participants.

### **ARTICLE 3.3 District’s Determination of Feasibility**

District customers do not have an automatic or unconditional right to have a water or waste water service project constructed. Project feasibility and approval are determined by the District and based on a number of factors, including, but not limited to, availability of water, and water/waste water facilities.

Water and/or wastewater service to any housing development of ten (10) units or more must be pre-approved by the District Board of Directors (“Board”) before a water and/or wastewater service letter will be issued. The Board will provide final review and acceptance of all feasibility studies.

### **ARTICLE 3.4 Initial Deposit of Plan Check and Feasibility Fees**

Deposits will be required for all projects accepted for plan check. Once a deposit has been paid, a set of instructions, insurance requirements, standard construction drawings, and specifications for water and/or wastewater facilities will be provided to the Applicant. Any cost associated with plan check will be deducted from the deposit made by the Applicant. The District will keep an itemized listing of all plan check and feasibility costs incurred. If the deposit is insufficient to pay all costs incurred by the District for plan check, a bill for the balance will be sent to the Applicant and must be paid by the Applicant before service will be initiated to the project. If the deposit exceeds the amount required for plan check, the District will refund the balance to the Applicant, or may apply the balance to other fees or deposits. The plan check fees are established in Article 13.

### **ARTICLE 3.5 Preparation of Design Plans and Drawings**

Engineering plans, construction cost estimates, and construction of water and/or wastewater facilities in accordance with District specifications are the responsibility of the Applicant unless the District specifically determines to provide those services at Applicant's cost and expense. The District specifications provide detailed instructions for design of water and wastewater facilities.

The Applicant's engineer shall prepare the final drawings for water and/or wastewater facilities in accordance with the District's specifications and the rules and regulations of other regulatory agencies. After compliance with the foregoing, Applicant shall proceed to obtain all certificates, permits, encroachment permits, clearances from all other agencies and approval bodies in accordance with District's requirements. Such documents should be presented to District staff for review and approval.

Reasonable consultation with District staff during preparation of the drawings is expected. The design package should be completed before it is submitted to the District for checking. Four (4) sets of plan check prints must be submitted to District in such format as determined by the District. The District staff or designee will check the design drawings and return one (1) set to the Applicant's engineer with any necessary corrections noted. The Applicant's engineer will then make all corrections required by District or its designee and return the final drawings to the District for review and approval. In the event District does not approve the drawings, the foregoing procedure shall be continued until the drawings have been approved by the District. Upon approval of the drawings, the District shall sign the documents indicating the District's acceptance for construction. After the design drawings have been accepted, the District will issue a notice to proceed.

### **ARTICLE 3.6 Inspection Fee Deposit**

Inspection fee deposits will be required for all projects accepted for construction. Once a deposit has been paid, the Applicant must notify the District of the project construction schedule in order to coordinate with the District's inspector. Any cost associated with inspection by or on behalf of the District will be charged to the Applicant. The District will keep an itemized listing of all inspection costs incurred. If the deposit is insufficient to pay all costs incurred by the District for inspection, a bill for the balance will be sent to the Applicant and must be paid by Applicant before water service and/or wastewater connection will be initiated to the project. If the deposit exceeds the amount required for inspection, the District will refund the balance to the Applicant, or may apply the balance to other fees or deposits. The inspection fees are established in Article 13.

### **ARTICLE 3.7 Refund Agreement**

When an Applicant constructs a water and/or waste water system facility, he/she/it may be eligible for a partial refund of costs in connection with such facilities as determined in Article 7.

### **ARTICLE 3.8 Fees Required Due to New Divisions of Participating Parcels**

New parcels resulting from a subdivision of real property participating in an earlier water and/or waste water facility project will not have entitlement to a water service and/or waste water service before payment by Applicant of all pertinent fees including water and/or waste water facility fees, or refund to Applicant if there is an applicable refund agreement. A land division may require additional water and/or wastewater facilities before service can be provided, in which case the Applicant will be required to comply with applicable District Rules and Regulations.

### **ARTICLE 3.9 Requirement For All facilities Necessary to Produce Water Supply**

Applicants requiring water system mainline extensions, whether it be a main extension or complete facilities for a development project, shall provide all facilities necessary to produce the water supply, including, but not limited to, reservoirs for storage, pumps for pumping of wells and/or booster stations, water transmission and distribution mains, valves, fire hydrants, air valves, blow-offs, pressure control stations, residential customer service installations and easements. Any of the above facilities may be required to provide the proper level of water service, in accordance with the District rules and regulations, and all policies, water master plans, and the like which are in effect at the time, for the type of facility extension contemplated and which are necessary to meet the requirements of other government regulatory agencies.

#### **ARTICLE 3.9.1 Requirements For All Facilities Necessary to Treat Waste Water or Connect to Existing Waste Water System.**

Applicants requiring a waste water system, whether it be a main extension or complete facilities for a development project, shall provide all facilities necessary to connect to the District's existing waste water treatment facilities, or provide a new waste water treatment facility, including, but not limited to, package waste water treatment plant, pumps and/or booster stations, waste water transmission and distributions mainlines, valves, pressure control stations, customer service installations and easements. Any of the above facilities may be required to provide the proper level of waste water service, in accordance with the District rules and regulations, and all policies, waste water master plans, and the like which are in effect at the time, for the type of facility extensions contemplated and which are necessary to meet the requirements of other government regulatory agencies.

#### **ARTICLE 3.10 Length of Water or Waste Water Mainline Extensions**

Water and Waste Water Mainline extensions shall be brought to the furthest parcel line of the most distant Applicant, unless the District determines that there is no need to do so. If the District waives the extension to the furthest parcel line but anticipates the need to extend the line in the future, the District shall collect an extension in-lieu fee. The fee shall be the estimated current cost of extending the line to the furthest parcel line.

The District will pay the cost to extend the water mainline across the additional footage where water mainline extensions were installed to the closest parcel line of the most distant Applicant in conformance with the Rules and Regulations in effect between May 1997 and January 2005.

For subdivisions, the water and/or wastewater mainlines shall be adjacent to front parcel line of all parcels created by the subdivision and a customer service facility shall be required for all parcel lots.

#### **ARTICLE 3.11 Inspection During Construction**

All water and wastewater facilities shall be inspected by the District or its authorized agent, at the Applicant's cost and expense, and the District shall approve the completed project prior to acceptance of title to the facilities. The inspector shall have the authority to approve, reject, or require modifications to the facilities in conformance with the District's rules, regulations, and specifications.

### **ARTICLE 3.12 Responsibility of Applicant to Obtain Permits**

All permits, easements, street dedications, and rights-of-way involved with all water and wastewater facilities shall be the responsibility of the Applicant at the Applicant's cost and expense and shall be in such location acceptable to the District. Easements, in the name of the District will be required of all affected parcel owners and will be obtained at the expense of the Applicant. All easements will be conveyed to the District prior to approval of the final drawings as set forth in Article 3.5. Easement documents shall be satisfactory to District (in the District's sole and absolute discretion) and shall include a complete legal description and a plat map, both of which shall be prepared by a licensed land surveyor or a licensed civil engineer. The easement description and the easement plat map shall show the licensed civil engineer or surveyor's seal or stamp with his signature.

All construction shall be completed by a contractor, licensed by the State of California and such contractor shall be qualified to install all of the facilities required, proof of which will be provided, in writing, to the District prior to the initiation of construction. During the performance of work under these rules and regulations, the contractor will have the minimum insurance coverage set forth in the Certificate of Insurance Coverage Requirements form, naming the District, its officers, employees and agents as additionally insured before construction is authorized to commence. The endorsements set forth on such certificates in favor of the District are mandatory. The District may require that the contractor provide performance, payment and labor and material bonds.

### **ARTICLE 3.13 Bill Of Sale To District**

After completion of construction and final inspection and acceptance by the District of the water and/or waste water facilities, the Applicant shall execute a bill of sale on a form provided by the District, and shall submit the same to District for final approval by the Board. Upon final approval by the Board, the bill of sale which conveys ownership of all water and/or wastewater facilities will be accepted by the District and such facilities will belong to and be maintained by the District.

### **ARTICLE 3.14 District Installed Mainline Extension**

The District may recoup monies from customers who request service connection to a new water and/or wastewater mainline, which has been installed after May 21, 1997. Applicants will reimburse the District on a price-per-foot basis, determined by measuring the distance of the parcel between property lines where the mainline is installed.

### **ARTICLE 3.15 Priority Service for Low Income Housing Projects** *(Amended by Resolution 12-883 on 01/18/2012)*

The District shall devote its commercially reasonable efforts to plan for and, to a reasonable degree (as determined on a case-by-case basis) prioritize providing water connections to the lower income housing element of a general plan adopted by the legislative body of a county or city that pertains to development within the District's boundaries.

Development projects that include lower income housing units shall not be denied approval of an application for service, nor shall conditions be imposed thereon or services reduced which are applied for, unless the District makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

- a) insufficient water supply or insufficient water treatment or distribution capacity;
- b) a State Department of Health Services order prohibiting new water connections;
- c) insufficient sewer treatment or collection capacity;
- d) a Regional Water Quality Control Board order prohibiting new sewer connections; or
- e) the applicant has failed to agree to reasonable terms and conditions.

The District shall not discriminate in any manner when processing and considering requests for services by developments that include lower income housing units.

### **ARTICLE 3.16 Development Agreement**

The District may enter into a development agreement with Applicant for the purpose of identifying the specific facilities required to serve a residential, commercial, industrial, institutional or other development, including, but not limited to, any facilities required by Article 3.9. Such development agreement may establish a timetable for installing such facilities. Subject to the compliance with the development agreement, payment of all fees and compliance with all other District rules and regulations, District shall provide water and/or waste water service to Applicant's project, subject to the circumstances within the District's control or as otherwise provided by District's rules, regulations, policies and procedures, as may be amended from time to time.

The development agreement may (a) specify the duration of the development agreement and the period for which new connections will be made available; (b) include conditions, terms, restrictions and requirements for the subsequent discretionary actions; and (c) provide that the construction of the facilities shall be commenced and completed within a specified time. In the event Applicant is required to pay capacity fees in excess of One Hundred Thousand Dollars (\$100,000.00) the development agreement may also provide for the payment of capacity fees over an extended period of time (as determined by the District in its sole and absolute discretion) provided that a mechanism is in place to protect the District from default due to foreclosure, bankruptcy, or other means, as shall be acceptable to the District in its sole and absolute discretion. Such extension will not exceed the time beyond which the District has a need to use such fees in order to acquire land or plan or construct facilities that are funded by capacity fees. The development agreement shall include such terms and conditions as District shall determine, including, but not limited to, the Applicant financing of necessary facilities and subsequent reimbursement over time.

**ARTICLE 4: Rescinded**

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## **ARTICLE 5: SPECIAL ASSESSMENT DISTRICT PROCEEDINGS**

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When water system facility extensions are undertaken by formal assessment district proceedings under the applicable laws of the State of California, the requirements of such proceedings shall be in addition to all of the requirements of the District Rules and Regulations. The design and construction of such water system facility extensions shall meet all the requirements of the District Rules and Regulations except that any conflicting provisions of the Special Assessment District proceedings as prescribed by law shall supersede the provisions of the District Rules and Regulations.

The District costs and charges which are applicable in the case of a Special Assessment District will depend upon the nature and extent of such district and whether the Water District is the agency forming the Assessment District. Assessment Districts under the authority of other public agencies shall meet all of the requirements as to application for permit, plan checking and processing, and inspection. Each such Assessment District carried out by another public agency will be specifically reviewed by the District and the procedures and charges and fees, which apply, will be determined by the District and given to such public agency at the time of completion of the preliminary application review.

The District may make further extensions from the facilities constructed under the Main Line Extension policy without obligation to any customer, and no refunds shall be made as a result of customer service facility connections to such additional extensions.



**ARTICLE 6: GROUND WATER MANAGEMENT PLAN AB3030**

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**TO BE ADDED AT A LATER DATE**

## **Article 7: REFUND AND REIMBURSEMENT AGREEMENTS**

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*(Article 7 Amended by Resolution 11-879 on 12/21/2011)*

### **ARTICLE 7.1 Refund Agreements**

A refund agreement is a written contract between the District and a property owner where the property owner has installed water or waste water system facilities to serve their parcel at their sole expense which provides an adjacent mainline and opportunity for future service to other parcels where none existed previously.

A refund agreement may apply in cases where water and/or waste water system facilities have been installed by an Applicant under the terms of the Water and Waste Water System Facilities Policy. See Article 3.

### **ARTICLE 7.2 Extent of Refund**

An Applicant having paid all or part of the cost of a water and/or wastewater facility may be entitled to a refund agreement. Such refund shall not exceed the amount actually collected by the District under the Water and Waste Water System Facilities Policy, and in no event will the refund exceed the Applicant's actual cost. The Applicant's actual cost may include an appropriate pro rata portion of the substantiated cost of engineering easements, rights-of-way, and construction expenses directly attributable to the water and/or waste water system facility. The District's plan check processing fees, inspection fees, capacity fees, customer service facility installation and all other normal District charges and fees in connection with the facility shall not be included in the determination of the refundable amount. Where construction was done by the Applicant, the equivalent amount of the District's normal customer service facility installation charge will be deducted from the Applicant's actual cost in the determination of the refundable amount.

### **ARTICLE 7.3 Oversizing**

When District policy requires the oversizing of the water and/or wastewater system facility, the cost of such oversizing maybe paid by the District for the water and/or wastewater facility Extension Project.

Costs paid by the Applicant for oversizing may qualify for a refund agreement. The Applicant paying for the oversizing of the water and/or waste water system facility may be given credit for part of the capacity fee subject to a development agreement or other agreement. Such credit cannot exceed the cost of the oversizing. Such credit is also deducted from the refundable amount.

Any water or waste water facility will be considered oversized if the size of such facility exceeds the "base size" capacity required to service the Applicant's development as determined by the District Engineer; provided that the minimum size of a pipeline for water and/or waste water service shall be eight inches (8") in diameter for single family residential use, and twelve inches (12") in diameter for commercial, industrial or institutional use.

The incremental cost of the oversizing shall be determined by the District Engineer.

**ARTICLE 7.4 Refund Agreement** *(Article 7.4 Amended by Resolution 20-1018 on 04/01/2020)*

After the completion of any water and/or wastewater system facility, which qualifies for a refund agreement, the District shall prepare a final and complete accounting of the refundable costs. A refund agreement prepared on a standard form provided by the District will be presented to the applicant, which shows the complete and total terms of the refund and the refundable cost attributable to each adjacent benefited parcel. Benefited parcels in this case are defined as those that are situated alongside the water and/or wastewater mainline and did not previously have an adjacent mainline, and do not extend beyond the end of the mainline.

Subject to receipt of such amount and upon request of the refund agreement holder, the District will refund any refundable portion provided for in the refund agreement for each adjacent parcel that has water and/or wastewater services installed. Such refund will be paid within ninety (90) days of the receipt of payment from the adjacent parcel property owner for the new customer service facilities.

The refund agreement will have attached as Exhibit A, the list of the benefitted parcels, and a benefitted parcel plat showing the relationship of the benefitted parcels to the facility extension provided by the Applicant. Refunds shall continue until the term of the refund agreement shall end, or until the total refundable cost has been refunded to the Applicant, whichever is earlier.

Each refund agreement will expire when the pipeline, that has been installed, which is the subject of the refund agreement, is replaced, or when the Applicant has been fully repaid for the cost that is refundable to him, whichever first occurs. All non-refunded charges collected thereafter shall belong to the District.

With District approval, refund agreements may be sold, conveyed, or assigned by the original signatory Applicant. The District will honor the agreement, which has been transferred, provided that such transfer is evidenced by a document recorded with the County Recorder.

**ARTICLE 7.5 Reimbursement For District-installed Mainline Extensions**

Where the District has installed new water and/or wastewater mainlines or replaced water and/or wastewater mainlines adjacent to parcels not currently connected to the water system, the District will be reimbursed a Front Footage Fee. The footage is measured along the side of the parcel that sits adjacent to the water and/or wastewater mainline, from property corner to property corner. In situations where the mainline sits adjacent to two sides of the parcel, the shortest measurement will be used to compute the fee. The fee is computed by taking all of the costs incurred to install or upgrade the water and/or wastewater mainline divided by the number of feet of water and/or waste water mainline installed then divided in half to allocate the charge to parcels on both sides of the street. The Front Footage Fee is calculated by multiplying the footage measurement by the fee. The Board will adopt each Front Footage Fee subject to reimbursement separately as projects are completed. Adopted reimbursement fees are listed in Article 13.18.1

## **ARTICLE 8: CROSS-CONNECTION CONTROL**

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### **ARTICLE 8.1 State Regulation and Purpose**

Regulations relating to cross-connections are set forth in the California Administrative Code of Regulations, Title 17, Chapter 5, Sections 7583-7622. Said regulations and this Chapter have the following purposes:

- (a) To protect the public water supply against actual or potential cross-connections by isolating within the premise any contamination or pollution that may occur because of some undiscovered or unauthorized cross-connection on the premise.
- (b) To eliminate existing connections between the District's potable water system and other sources of water that are not potable.
- (c) To eliminate cross-connections between the District's potable water system and other sources of water or process water used for any purpose whatsoever which may jeopardize the safety of the District's potable water.
- (d) To search out and eliminate existing cross-connections and to prevent the making of cross-connections in the future by conducting surveys to retrofit existing facilities and by conducting plan review for new construction.
- (e) To encourage the exclusive use of the District's potable water supply for human consumption purposes.
- (f) To protect the drinking water supply to the customer valve, prior to entering the customer premises where plumbing defects or cross-connections may have contaminated the water.

### **ARTICLE 8.2 Definition**

Cross-Connection is a connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that would allow such substances to enter the potable water system.

### **ARTICLE 8.3 Implementation and Control**

The District shall be responsible for implementation of these regulations and State requirements in cooperation and under the guidance of the California Department of Health. The District will designate a properly trained and certified member of its staff as the Cross-Connection Control Officer. Such officer shall be supported and supplemented by such other District staff as the Manager considers necessary. Appeals of implementation and control decisions shall be first submitted to the State Health Department for a health ruling and then to the Board for decision.

### **ARTICLE 8.4 Reference Manual**

The "Manual of Cross-Connection Control Recommended Practice" published by the Foundation for Cross-Connection Control Research, University of Southern California shall be used as a technical supplement to these regulations.

### **ARTICLE 8.5 Cross-Connection Categories and Devices Required**

The cross-connection conditions which may be applicable for a given customer's water use, the degree of hazard involved, and the back-flow prevention device or method which shall be required

are as detailed by the District's "List of Potential Cross-Connection Water Uses and Cross-Connection Control Device Required".

The District shall make its determination of the back-flow prevention device required based upon the conditions and degree of hazard shown by this table, but the District reserves the right to modify such determination if water use conditions are found to not be within the conditions described in the table. In the event such conditions are encountered, the determination of a cross-connection control device shall be made by District staff after study of the Reference Manual and consultation with the State Health Officer.

#### **ARTICLE 8.6 Description of Cross-Connection Control Devices and Methods Available**

The District proposes to protect the public water system by requiring the installation of a reduced pressure backflow assembly at the point of service to all existing and proposed facilities that represent a health or non-health hazard.

In the case of residential fire sprinklers, the backflow assembly can be located away from the point of service to the exact location of hazard on the property (i.e. on the fire protection system). A second backflow assembly may be required if the customer refuses to comply with Article 8.8 Right of Entry.

The technical aspects of the types of back-flow prevention devices and methods shall meet the terms of the District's "Standard Construction Drawings and Specifications", and are as discussed below:

- (a) **Air Gap Separation Device:** This device is an acceptable alternate in any cross-connection control situation. An air gap separation device consists of an actual physical separation between the free flowing discharge end of a potable water supply line from the District's customer service to a non-pressurized receiving vessel or tank. The potable water supply line from the District's customer service shall discharge into the vessel or tank with an air gap clearance above the maximum high water line of at least double the diameter of the supply line, but in no case less than 6 inches.
- (b) **Double Check Valve Assembly Divide:** A double check device shall include an assembly composed of two single, independently acting check valves, in series, including tightly closing shutoff valves located at each end of the assembly, with suitable connections for testing the water tightness of each check valve.
- (c) **Reduced Pressure Principal Back-Flow Prevention Device:** The reduced pressure device shall include two independently acting, approved check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and the cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In the case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between checks less than the supply pressure. The unit shall include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test cocks as shown by the specifications and schematics in the "Standard Construction Drawings and Specifications".

- (d) Pressure Vacuum Breaker (Irrigated street median only): A pressure vacuum breaker is a device consisting of either one or two positive seating check valves and an internal force loaded disc float assembly, downstream of the check valve, installed as a unit between two tightly closing shutoff valves, and fitted with properly located test cocks. The disc float assembly is force loaded to an open position and allows air to enter the piping system when the line pressure drops to 1 psi or below. This device can be installed in a location where it is under constant pressure. It is designed to prevent back siphonage only, and is not effective against back-flow due to back pressure.

### **ARTICLE 8.7 Installation, Maintenance and Testing**

Cross-connection control devices and installations required must be approved by the District. Such devices and installations shall be installed by the customer's licensed Contractor, acceptable to the District, at the expense of the customer.

All backflow devices installed on residential fire system sprinklers must be inspected by the District and testing certificates shall be submitted to the District as a condition of continued water service.

The customer shall have devices tested annually by a certified tester to assure that they are maintained in a satisfactory operating condition and such annual test shall be reported to the District on a District prescribed form. In those installations where successive inspections indicate defective operation of these devices the District may require inspections and testing more often and/or may require replacement of such a device at the District's discretion. Any device that is found defective and is no longer approved by the District will need to be replaced at the customer's expense. The customer shall overhaul or replace such devices if they are found defective. Records of such tests, repairs and overhauling shall be continuously kept by the customer on forms approved by the District for a period of three years. The customer shall not remove a backflow or install piping or other arrangements for the purpose of by-passing backflow devices.

Tests shall be performed by a cross-connection control device tester, properly certified, and approved by the District.

### **ARTICLE 8.8 Right of Entry**

The District has the right and responsibility to conduct on site surveys in order to evaluate the degree of hazard and cross connection potential in on site plumbing. The right of entry shall be conducted during usual business hours to inspect any and all building and premises. This right of entry shall be a condition of water service in order to provide assurance that the continuation of service to the premises will not constitute a menace to health, safety, and welfare of the people throughout JBWD.

### **ARTICLE 8.9 Cross-Connection Deficiency or Violation**

The service of water to any premises shall be discontinued if a cross-connection control device required is not installed, tested and maintained, or if any defects are found in the installed cross-connection control device or if it is found that a cross-connection control device has been removed or by-passed, or if unprotected cross-connections exist on the premises. Water service shall not be restored until such conditions or defects are corrected.

## **ARTICLE 8.10 Classification of Cross-Connection Hazards**

The following is a listing of cross-connection hazards in the order of seriousness:

- (a) **Health Hazard:** A health hazard shall exist when there is an actual or potential threat of contamination or pollution of a physical or toxic nature to the District's potable water system or the customer's potable water system to such a degree or concentration that there would be a danger to health.
- (b) **Plumbing Hazard:** A plumbing hazard shall automatically be considered as a health hazard. A plumbing hazard shall exist when there is an actual or potential cross-connection in the customer's potable water system that has not been properly protected. Unprotected plumbing type cross-connections are those, which come under the requirements of local plumbing codes, and include connections to toilets, sinks, lavatories, wash trays, domestic washing machines, and lawn sprinkler systems.
- (c) **System Hazard:** A system hazard shall be automatically considered as a health hazard. A system exists when there is an actual or potential threat of severe danger to the physical parcel and integrity of the District's or the customer's potable water system which could result in a pollution or contamination which would have a prolonged effect on the quality of the potable water in the system.
- (d) **Pollution Hazard:** Pollution hazards exist when there is an actual or potential threat to the physical parcels of the District's or customer's potable water system, or an actual or potential threat to the potable water within the system, which would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances, but which would not constitute a health hazard as previously defined.

## **ARTICLE 9: PRIVATE FIRE PROTECTION SERVICE**

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### **ARTICLE 9.1 Application for Service**

Application for private fire protection service shall be made on a form provided by the District. The applicant shall submit a copy of the regulating agencies approved requirements.

### **ARTICLE 9.2 Design and Construction of Private Fire Protection System**

The design and construction of the customer's fire protection service facility shall be in accordance with the District's applicable design standards and applicable standard construction drawings and specifications.

Fire protection services must require a detector check meter, which will be checked on a periodic basis to determine if any flow has passed.

### **ARTICLE 9.3 Fire Protection System Restrictions**

Use of the fire protection system may have to be completely separate from the customer's water service system to guarantee the flow rate required for full fire protection. Each application will be evaluated on its own merits with input from the customer, the Fire Department, and the District. If there is any doubt regarding flow requirements, the District will require a separate water service facility to service the fire protection system.

### **ARTICLE 9.4 Fire Protection System Size and Location**

The size of the customer's private fire protection service line and the size of the detector check meter installation shall be based upon the following table of capacity ranges. The District will determine the size of the facilities required in accordance with the capacity ranges shown:

#### **DETECTOR CHECK CAPACITY TABLES**

Detector and Meter Size	Check Bypass	Minimum District Line	Service	Fire Required	Flow in GPM	Capacity
				From		To
2 X 3/4	inch	3 inch		0		170
3 X 3/4	inch	4 inch		171		400
4 X 3/4	inch	6 inch		401		700
6 X 3/4	inch	8 inch		701		1600
8 X 1	inch	8 inch		1601		2800
10 X 1 1/2	inch	10 inch		2801		4400
12 X 1-1/2	inch	12 inch		4401		5400



The location of the customer's fire protection service line from the District's main and the position of the meter/control facility with reference to the side lots of the customer's parcel shall be required by the customer unless the District determines that County requirements must prevail in the selection of such location. The location in respect to the street right-of-way will be immediately behind the sidewalk and within the public right-of-way unless such location is not physically possible. If the meter/control facility must be located on private parcel, the District access requirements of the Rules and Regulations shall prevail.

#### **ARTICLE 9.5 Charges and Penalties Applicable**

There will be a bi-monthly service charge, based on the size of the detector check, for the customer's private fire protection service. In addition to the bi-monthly service charge, a customer will be charged twice the water use rate for any water passing through the fire protection meter which has not been used for the purpose of fighting a fire. There is no charge for water used to extinguish fires at this time, provided such fires are reported to the Fire Department and are subject to verification. Fraudulent use shall also be grounds for discontinuance of service. Charges are set in Article 13.10 for cost to up size or down size.

## **ARTICLE 10: FIRE PROTECTION**

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### **ARTICLE 10.1 No Liability**

The District will attempt to provide adequate fire flow and conform to the applicable design standards; however, it is the owner's responsibility to provide fire flow.

### **ARTICLE 10.2 Use and Control of Fire Hydrants**

Fire hydrants shall be owned and controlled by the District and may be used only by District personnel or the Fire Department, with the exception of fire hydrants on customer side of meter.

### **ARTICLE 10.3 Obstructions Prohibited**

All fire hydrants shall be located within the public right-of-way and parcel owners shall not obstruct the access to such fire hydrants with fences or other structures, or vegetation of any kind.

### **ARTICLE 10.4 Cost of Fire Hydrant Installation**

Cost of installation of fire hydrants shall normally be a part of the cost of any water system facility extension. Fire hydrants installed on an existing pipeline at the request of a customer will be installed by the District at the customer's expense. Cost shall include an appropriate amount for processing and administration. Charges applicable as shown in Article 13.10.

#### **ARTICLE 10.4.1 Costs of Fire Hydrant Installation on Existing Mainlines**

There are situations in the District where due to lack of funding or lack of structures to protect at the time of the water main installation, a fire hydrant was not installed. The District offers an opportunity to customers in these situations to request a fire hydrant be installed to an existing water main. The customer pays for the cost of materials and the District will provide labor and equipment to install the fire hydrants at its expense, except in situations of new construction requirements where the Engineering Committee will make recommendations to the Board of Directors as to the amount of participation, if any, by the District. In addition, the Engineering Committee may make recommendations to the Board of Directors for the installation of any fire hydrants at the District's sole expense.

The selection and priority of all projects shall be determined in conjunction with the Fire Department or as determined by the Engineering Committee to provide protection to the most number of properties or where the greatest fire danger exists. Funding for hydrant installation projects shall be limited to the "Hydrant Participation Program" funds available in the District's L.A.I.F. account and reported monthly to the Board of Directors.

### **ARTICLE 10.5 Fire Protection Charges**

The District may establish monthly, bi-monthly, quarterly, or annual charges for the availability of water for fire protection, water used for fire hydrant testing, and water used for fire protection. Such charges would be billed to and collected from the fire protection agency having jurisdiction within the boundaries of the District.

### **ARTICLE 10.6 Relocation of Hydrants**

Hydrants relocated for the convenience of the District shall be at the cost of the District. Hydrants relocated at the convenience of the customer shall be at the cost of the customer. Such cost shall include a reasonable charge for processing and administration. All fire hydrant relocations shall be done by the District or by a contractor approved by the District, after review by District.

## **ARTICLE 11: TEMPORARY WATER SERVICE**

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### **ARTICLE 11.1 Temporary Service for Construction, Grading, and Dust Control**

An application shall be made on a form provided by the District and a permit granted before temporary service can begin.

### **ARTICLE 11.2 Location and Use of Temporary Service**

Temporary service will normally be for construction or similar temporary purposes and the service will usually be taken from a fire hydrant but may be an existing or new customer service facility. Such temporary service shall be subject to all of the District's Rules and Regulations.

### **ARTICLE 11.3 Charge for Temporary Service**

A deposit shall be required and water use charges shall be paid by the customer in accordance with the current rate schedule included in Article 13.

### **ARTICLE 11.4 Installation and Operation**

All facilities for temporary service shall be installed and secured by the District at the customer's cost.

The cost of any cross-connection control devices and their installation shall be borne by the customer, and the customer shall apply and pay for the device and installation.

### **ARTICLE 11.5 Duration of Service**

Temporary customer service facilities shall be disconnected and terminated within six months after installation unless the customer applies for and receives an extension of time not to exceed six additional months and pay an extension fee.

### **ARTICLE 11.6 Responsibility for Meter and Installation** *(Amended by Resolution No. 18-987 on 05/16/2018).*

The customer shall use all possible care to prevent damage and theft to the meter or to any other facilities of the District that are involved in furnishing temporary service from the time they are installed until they are removed. If the meter or other appurtenant facilities are damaged or stolen, the cost of making repairs, replacing the meter, or other appurtenant facilities, including associated labor cost and overhead, shall be paid by the customer. If the meter or appurtenant facilities are damaged or stolen, the District shall utilize the customer's guarantee deposit to pay for the full replacement or repair of the meter and appurtenant facilities. A complete accounting of the guarantee deposit utilized to repair or replace the meter and the guarantee deposit, the customer must submit a replacement guarantee deposit in accordance with Article 13. Failure to pay for the repair or replacement of meter and appurtenant facilities or the required guarantee deposit will result in termination of service.

### **ARTICLE 11.7 Notice of Service Termination; Refund of Deposit:**

The customer shall give a 48-hour notice, in writing, to the District when the customer is no longer in need of the temporary customer service facility.

## ARTICLE 12: WATER SYSTEM DESIGN STANDARDS

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### ARTICLE 12.1 Applicability

This article shall apply to water system facility improvements, and extensions of all kinds and these design standards shall be strictly enforced. Except for those situations where options are allowed and professional engineering judgment is required, no exception shall be made to any of these design standards except by action of the Board. Any change or variance to these standards shall be submitted to the Board of Directors with a supporting report and recommendations for such variance. Final determination of any variance will be by the Board of Directors.

### ARTICLE 12.2 Planning and General Design Criteria

The District maintains a "Water Master Plan". This Plan will be considered whenever water system facility improvements, replacements, or extensions are under planning or design consideration. The sizing and location of basic source of supply, transmission/distribution, and storage facilities shall adhere to the Water Master Plan unless modified in accordance with the application of the provisions of these Rules and Regulations.

### ARTICLE 12.3 Standard Pressure Zones

The District has established Standard Pressure Zones to which all-future water system facility development should conform. The following table shows the pertinent pressure zone information:

STANDARD PRESSURE ZONES					
	Nominal Pressure	Nominal Boundary	High Pressure	Nominal Boundary	Low Pressure
	Grade	Elevation	Pressure	Elevation	Pressure
Zone	Feet	Feet	PSI	Feet	PSI
A	2,580	2,360	95	2,480	43
B	2,735	2,480	110	2,635	43
C	2,937	2,635	131	2,840	42
D1	3,140	2,840	130	3,040	43
D2	3,113	2,840	118	3,010	45
E	3,180	3,010	74	3,080	43
F	3,277	3,010	115	3,180	42
G	3,402	3,080	139	3,300	44
H	3,449	3,180	116	3,350	43
I	3,612	3,300	135	3,510	44
J	3,619	3,350	116	3,520	43
K	3,790	3,520	108	3,690	43
L	3,960	3,690	130	3,860	43
M	4,130	3,860	117	4,030	43
N	4,300	4,030	117	4,200	43

## ARTICLE 12.4 Location of Wells, Well Pumps, Booster Pumps and Storage Facilities

The size and location of proposed facilities shall in all cases be approved by the District. Facilities extensions requiring pumping and storage that is made under the Main Extension Policy shall be reviewed and approved in compliance with these Rules and Regulations.

When a water system facility extension is made by a developer/subdivider applicant, the preliminary design of such system shall be approved by District personnel in accordance with the requirements of the Water Master Plan. The detailed design and drawings shall be done by the applicant's California licensed and qualified civil engineer and constructed in accordance with the District's "Standard Construction Drawings and Specifications".

## ARTICLE 12.5 Fire Flow and Spacing Criteria

The specific fire flow of a particular development shall be approved by the applicant's licensed civil engineer as approved by the Fire Department and the District staff. The applicant's engineer will submit detailed calculations supporting his determination and a written statement of the Fire Department approval. The following guidelines outline (see Article 9) the range of flow and hydrant spacing conforming to the District planning criteria. The maximum fire hydrant spacing shall in no case be less than shown by this table, regardless of any other determination made by the applicant's engineer or the Fire Department.

Development Type	Flow (GPM)	Duration (Hours)	Maximum Hydrant Spacing (Feet)
<b>Residential</b>			
Rural, Single Family	500	2	600
Low Density, Single Family	750	2	600
High Density, Single Family	1,000	2	330
<b>Multiple</b>			
Duplexes	1,500	2	300
1 & 2 Floor Multiple	2,000	2	300
3 Floor & Higher Multiple	2,500	2	300
<b>Commercial</b>	1,500 – 3,000	4 – 8	300
<b>Industrial</b>	2,000 – 4,000	4 – 8	300
<b>Public School</b>			
<b>Elementary</b>	1,500	5	300
<b>Junior High</b>	2,000	5	300
<b>High</b>	2,500	5	300
<b>College</b>	3,000	5	300
<b>Public</b>	Special determination necessary, generally in commercial category for fire flow requirements		

All fire flow requirements shall be delivered with a minimum main pressure at the hydrant of 20 PSI.

The customer's on-site piping, equipment and facilities shall be the responsibility of the customer. The District will maintain the adequacy of its water system facilities through the customer's service valve. The flow from the customer service valve is the full responsibility of the customer.

### **ARTICLE 12.6 Pipelines**

The District staff, in accordance with the Fire Department, will approve the final pipeline sizing in accordance with District Rules and Regulations, Water Master Plan criteria, and Board policy for any proposed water facility extension.

### **ARTICLE 12.7 Water Master Plan Network**

The District's Water Master Plan shows a network of major transmission/distribution lines which are sized and located for the purpose of providing major basic capacity for the overall development projected to occur over a long-range planning period. The Water Master Plan sizing and routing will be followed. The precise routes for the various major lines are subject to shifts in location and size depending upon circumstances. Any changes from the Water Master Plan shall be proposed by District staff and approved by the Board prior to such changes being implemented.

### **ARTICLE 12.8 Pipeline Grid System**

In accordance with the Water Master Plan, all future system development shall include a pattern of 12-inch pipelines not more distant than 1/2 mile each way along section and quarter-section lines with 8-inch pipelines not more distant than 1/4 mile each way from the 12 inch pipelines and generally along interior sixteenth-section lines. Variations from this Article will require approval by the Board of Directors on a case-by-case basis.

### **ARTICLE 12.9 Minimum Base Pipeline Sizes**

All District mains, which provide customer water service shall be a minimum of 6 inches in diameter. There will be no exceptions to this rule. The following "Base Size" criteria shall prevail unless engineering analysis indicates larger sizes are required:

<b>DEVELOPMENT TYPE</b>	<b>BASE SIZE</b>
Single Family Residential Areas	6-inch diameter
Spot Multiple Family Residential and Spot Commercial (spanning not more than 1320 feet between 8 inch or larger feeder lines)	6-inch diameter
All Schools, Dense Commercial, Dense Multi-Family Residential (spanning not more than 1320 feet between 8 inch or larger feeder lines)	8-inch diameter
Light Industrial (spanning not more than 1320 feet between 12 inch or larger feeder line diameter)	8-inch diameter
Heavy Industrial/Agriculture (See 7.2)	12-inch diameter

**ARTICLE 12.10 Oversizing**

Whenever a pipeline is caused to be installed as a part of a water system facility extension, it shall meet all of the sizing criteria of this article. Any water facility extension will be considered oversized if the size exceeds the “base size” capacity required to service the applicant’s development. Article 7.2.

**ARTICLE 12.11 Detailed design of wells, well pumping plants, booster pumping Plants and Storage Reservoirs**

In the event an applicant/developer requests and receives approval to do so, the applicant's engineer will work with the district staff and obtain concept and location approval prior to preparation of drawings and specifications. The applicant's engineer will then maintain close contact with the district staff during preparation of the drawings so that they may be readily checked and approved.

**ARTICLE 12.12 System Connections**

The design of connections to the District's existing system will be as approved by the District in compliance with AWWA standards. Connection requirements will be communicated to the applicant's engineer during the design conference following the district staff's feasibility investigation and refined during the first plan check.

**ARTICLE 12.13 Flow Coefficient**

All engineers making flow calculations, and District staff will use the following Hazen-William's coefficients, or their equivalents:

Asbestos Cement Pipe	C=130
All Cement Mortar Lined Pipe (factory lined)	C=120
All Types Plastic, Polyethylene, Reinforced Plastic Mortar, etc.	C=130

**ARTICLE 12.14 Dead End Lines**

Dead-end pipelines shall normally be avoided and circulatory tie lines shall be provided unless it can be determined that circumstances of the use of a particular pipeline provides adequate flow through the pipeline to prevent any pockets of stagnant water. Pipelines in cul-de-sacs will be dead-ended, but they shall be designed so that at least two customer services are taken out as close to the end of the pipeline as possible, and where feasible, a complete fire hydrant installation per Standard P-29 shall be taken straight off the end of the line, or by specific approval, a dead-end blow-off installation per Standard P-13. Variance review and approval by the District Staff and Board will be required before dead-end lines will be allowed in locations other than permanent cul-de-sacs.

**ARTICLE 12.15 Standard Pipeline Size Requirements**

Standard pipeline size increments shall be 6 inch, 8 inch, 12 inch, 16 inch, and 24 inch. All larger sizes shall be as determined by the District staff to fit a particular circumstance. 10 inch, 14 inch, and 18 inch sizes shall require variance approval from the District staff and Board of Directors, and shall be subject to detailed justification analysis.

### **ARTICLE 12.16 Blow-Offs**

Blow-off installations, or a fire hydrant installation capable of functioning as same, shall be required in the case of all dead-end lines. Fire hydrant installations will be located strategically in keeping with the hydrant spacing requirements at low points of a particular line, which might need to be drained. In those locations where a fire hydrant is not appropriate, a permanent blow-off installation per Standard P-14 will be installed. Four inch blow-offs will be required on 6 inch and 8 inch pipelines, 6 inch blow-offs on 12 inch and 16 inch pipelines, and 8 inch blow-offs on 24 inch pipelines. The blow-offs to be installed with all larger sizes shall be as directed by District staff.

### **ARTICLE 12.17 Air Vacuum Valves Required at High Points**

Air vacuum valve installations as per Standard Drawing P-15 shall be installed at all high points in all pipelines. One-inch installations shall be installed on 6 inch, 8 inch, and 12 inch pipelines, and a 2-inch installation shall be installed on 16 inch and 24 inch pipelines. The air vacuum valves to be installed on larger lines shall be as directed by the District Staff.

### **ARTICLE 12.18 Fire Hydrants**

Fire hydrants shall be designed and constructed by the Fire Department per Standard Drawing P-29. The spacing of fire hydrants will be approved by the District, but in no event will they be spaced at greater intervals than specified in Article 12.5. The minimum fire hydrant service run and hydrant size will be 6 inches in diameter. Hydrants shall have one 4-inch pumper connection and two 2 1/2 inch hose outlets.

Hydrants will be located at street intersections at a point behind one of the eight curb returns and 1 foot behind the sidewalk, where the sidewalks are directly abutting the curb, and approximately 1 foot behind the curb within the parkway area where there is a parkway separation between the curb and the sidewalk. When hydrants must be located at other than street intersections they will be located approximately 1 foot from a common lot boundary between two parcels, within the public right-of-way and in the curb position as specified. Positioning of hydrants with respect to dead-end lines for the secondary purpose of blow-offs will be given appropriate consideration.

### **ARTICLE 12.19 Distribution System Control Valves**

Unless permission is obtained from the District, all distribution system control valves shall be of the gate type, resilient wedge. The design and construction of such valves shall be per Standard Drawing P-9, P-11, or P-11a.

Distribution system control valve spacing will be as directed by the District, but in no case will any more than three valve closures be required to close down more than 660 feet of 6 inch and 8-inch distribution lines, 1320 feet of 12-inch transmission/distribution lines, or 2640 feet of 16 inch and larger transmission lines. Tees will not have less than two valves and across will have not less than three valves and the District may require valves on all branches in a particular circumstance. All valves will be flanged on the tee or cross side and bolted directly to the tee or cross.

### **ARTICLE 12.20 Tee and Cross Runs**

Tees and crosses will be installed at all existing or planned future street intersections. Crosses with one or two runs for future extension will have valves on at least two of the runs initially installed. Tees with one or two runs for future extension will have a valve on one of the runs



initially installed. All tee and cross runs for future extension shall be flanged and blind flanged with thrust blocks where appropriate at points of temporary or permanent unrestrained thrust.

Thrust blocks installed behind flanged and blind-flanged runs shall be restrained from covering the flange and blind flange by wood or other appropriate material to protect the nuts and bolts for future removal.

In some cases, the shutting down of a line for the purpose of making future extensions from a tee or cross run is difficult or undesirable, and the District may require a valve to be installed on the future run, in which case the valve shall also have a blind flange.

#### **ARTICLE 12.21 Pipeline Locations in the Street**

Where possible, water lines shall be located 5 to 7 feet in front of existing or future curb. The design engineer, in all cases, will determine from County standards or County personnel, the location of future curb so that the pipelines and appurtenances can be appropriately located. Where possible, water lines will be located on the south and west side of the street.

Pipeline locations will be coordinated with all other utilities to the mutual benefit of all. Such coordination and determination is the responsibility of the design engineer. Special design and construction requirements are required if the proximity of water lines and sewers and sewer laterals are within any of the zones requiring special construction per Standard Drawings P-3a and P-3b.

#### **ARTICLE 12.22 Minimum Cover and Profile Design Requirements**

Once the ultimate surface profile is known, the pipeline will be designed to maintain a minimum cover of 36 inches. If necessary to clear over the top of existing laterals, a minimum cover of 30 inches may be allowed by the District. It will be the responsibility of the design engineer to determine the ultimate surface profile overlying the water line. In all cases, the appropriate county authorities will be contacted to determine if there are plans for any change of the surface grade. The design of the vertical alignment of all pipelines will be predicated upon such ultimate surface grade.

In all cases where the pipeline is to be constructed within existing or proposed streets, roads, or traveled ways, where the permanent road grade has been established the pipeline profile will be pre-destined with key vertical pipeline grades established and the slope of the pipeline computed and shown on design drawings between key grade points. Such key design grades and slopes will be used by the design engineer/surveyor to establish grade sheets for the construction contractor to use in the installation of the line.

In open country where there is no existing street, road, or traveled way, and where there are no existing planned street profiles available from the appropriate county authorities, the design engineer may prepare the initial profile design on the basis of a minimum cover of 4 feet for the purpose of obtaining construction bids. The design engineer will require in the contract arrangements that the construction contractor make right-of-way and eliminate vegetation, loose material, sand dunes, and hummocks on a straight alignment and a uniform vertical grade. After making of right-of-way, the design engineer/surveyor shall prepare a surface profile and pipeline grade sheet, with minimum cover of approximately 4 feet over the pipeline, and the pipeline shall be staked at reasonable intervals and constructed to the grades shown by the grade sheets. The field annotated grade sheets will be submitted to the District as part of the permanent record of the vertical alignment of the pipeline.

## ARTICLE 13: RATES AND CHARGES

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The following schedule of Rates and Charges apply, and these rates and charges may be changed through current Resolutions passed by the Board of Directors. *(Article 13 Amended by Resolution 19-996 on 03/20/2019)*

### **ARTICLE 13.1 Variance Application Deposit.**

An estimated deposit, based upon the complexity of the evaluation as determined by JBWD, will be required from a customer who requests consideration of a variance from existing Rules & Regulations. Such evaluation may require consultation with professionals, in addition to JBWD staff, and the customer will pay all costs associated with the evaluation. Customer is responsible for all costs and JBWD will deduct costs from customer deposit and send a bill for costs that exceed the deposit or a refund if costs are less.

### **ARTICLE 13.2 Water Availability or Standby Charges**

This is an annual charge established pursuant to the Government Code. The charge is based upon the degree of water availability and the development potential for each parcel. JBWD uses a combination of three criteria to determine the charges due; County land use designation, JBWD zone which indicates proximity to existing water mainlines, and size of the parcel. Standby charges are collected through the County of San Bernardino on the property tax rolls. Rates are set on an annual basis during a public hearing.

### **ARTICLE 13.3 Guarantee Deposit** *(Amended by Resolution No. 19-1009 on 09/18/2019)*

A guarantee deposit is required from customers establishing active water service that are determined by JBWD to not be creditworthy. The determination of credit worthiness shall be based upon criteria established by the Board of Directors in Article 1. The guarantee deposit for property owners/managers that have a valid Continuous Service Agreement in place may be waived in accordance with the requirements in Article 1.11d.

### **ARTICLE 13.4 New Account Charge (Formerly Turn on New Service)** *(Amended by Resolution No. 19-1009 on 09/18/2019)*

Upon customer request to establish a new account or request the transfer of service from an existing account to a new account, a New Account Charge shall be paid unless there is a valid Continuous Service Agreement in place.

#### **ARTICLE 13.4.1 Temporary Customer-Requested Turn Off/Turn On**

Upon customer request to temporarily turn water meter on or off, such as for vacation or customer plumbing work, a fee shall be paid. Water meter will be locked in the off position, but billing of applicable charges will continue.

#### **ARTICLE 13.4.2 After-Hours Turn On Convenience Charge (Formerly Turn on After Deadline for Same Day Turn On Service)**

Upon customer request to provide water account turn on after the deadline for same day turn on of service and written commitment to pay the fee, an After-Hours Turn On charge shall be paid to the JBWD.

**ARTICLE 13.4.3 Meter Removal (Pull)/Meter Reinstallation** A fee will be charged for the removal (pull) or reinstallation of a meter, whether at customer request or JBWD-initiated, in order to prevent damage or obtain compliance with JBWD Rules & Regulations.

**ARTICLE 13.4.4 Disconnection or Reconnection Fee for Nonpayment** *(Amended by Resolution No. 19-996 on 03/20/2019)*

A fee will be charged for the disconnection or reconnection of water service as a result of nonpayment.

**ARTICLE 13.5 Basic Monthly Fee** *(Amended by Resolution No. 18-982 on 02/21/2018)*

The Basic Monthly Fee is payable for availability of water service, which includes no water used. All accounts, including Active, Transitional and Inactive accounts are billed the Basic Monthly Fee each month whether or not there is any water use occurring.

Meter Size	Capacity (gpm)	<u>MONTHLY FEE BASED ON METER SIZE</u>		
		1-1-20	1-1-21	1-1-22
¾" & 1"	30 & 50	\$ 34.43	\$ 38.03	\$ 41.35
1-1/2 "	100	\$114.77	\$126.77	\$137.83
2"	160	\$183.63	\$202.83	\$220.53
3"	300	\$344.30	\$380.30	\$413.50

In addition to Active Accounts, effective for the billing cycle that starts March 1, 2018, Transitional Accounts and Inactive Accounts as defined in SECTION II will also be subject to a Basic Monthly Fee as set forth above.

**ARTICLE 13.5.1 Temporary Service Basic Monthly Fee**

A fee will be charged for the availability of temporary water service, which includes no water used.

**ARTICLE 13.6 Monthly Water Flow Charges** *(Amended by Resolution No. 18-982 on 02/21/2018)*

Water passing through the meter shall be sold at cumulative rates, per unit (one hundred cubic feet, 748 gallons):

<u>For ¾" and 1" meters</u>			
Consumption (UNITS)	<u>RATE PER UNIT (\$ PER HUNDRED CUBIC FEET)</u>		
	1-1-20	1-1-21	1-1-22
0-5 units	\$5.05	\$5.70	\$ 6.20
5.01-10 units	\$6.15	\$7.00	\$ 7.70
10.01-20 units	\$7.25	\$8.30	\$ 9.20
20.01 + units	\$8.35	\$9.60	\$10.70
<u>For 1-1/2", 2" and 3" meters</u>			
<b>Unit rate for all water use</b>	<b>\$6.20</b>	<b>\$7.00</b>	<b>\$ 7.70</b>

**ARTICLE 13.6.1 Temporary Service Monthly Water Flow Charge**

Water passing through the temporary meter shall be sold at cumulative rates, per unit (one hundred cubic feet, 748 gallons).

**ARTICLE 13.7** *(Rescinded by Resolution 97-572)*

### **ARTICLE 13.8 Delinquent Account Service Charge**

A Delinquent Account Service Charge shall be added to each delinquent account. Such charge shall be added to the account balance each month as of the date the account becomes delinquent.

### **ARTICLE 13.9 Public Fire Protection Charges**

There is no charge per fire hydrant for public fire protection at this time.

### **ARTICLE 13.10 Cost and Charges for Private Fire Protection**

Installation cost will be the actual cost plus fifteen percent (15%) to cover administrative and overhead cost. Customers that have a Private Fire Protection service are required to pay a monthly charge for such service.

### **ARTICLE 13.11 Fee for Permit to Supply Water for Domestic Irrigation to Adjacent Parcel**

*(Amended by Resolution No. 19-996 on 03/20/2019).*

A fee will be charged for an annual permit requested by a customer to supply domestic irrigation only to an adjacent parcel with no water meter, when such parcel is owned by the same owner. The fee will be charged once per year, payable in full. This option allows customer to avoid payment of meter installation and capacity fees, but is only applicable for domestic irrigation purposes. Fee must be paid prior to supplying water to the second parcel, and must be renewed on an annual basis. The fee is equal to the Basic Monthly Fee amount, multiplied by 12 months, and changes as Article 13.5 changes.

### **ARTICLE 13.12 Backflow/Cross-Connection Devices** *(Amended by Resolution No. 19-1004 on 07/17/2019)*

\$25.00 annually, payable in January of each year, will be charged to customers required to install and maintain a Backflow/Cross-Connection Device.

### **ARTICLE 13.13 Temporary Service Guarantee Deposit** *(Amended by Resolution No. 18-987 on 10/03/2018).*

A guarantee deposit, equal to the estimated cost of replacement of the meter and appurtenances, will be required for all temporary services. Replacement costs will be determined on a case-by-case basis, based upon the temporary facilities required by the customer.

#### **ARTICLE 13.13.1 Temporary Service Installation Fee**

A fee will be charged to set-up the temporary account and install a temporary service, including meter and appurtenances.

#### **ARTICLE 13.13.2 Temporary Service Relocation Fee**

A fee will be charged to relocate a previously-installed temporary water service meter.

### **ARTICLE 13.14 & ARTICLE 13.15** *(Rescinded by Resolution No. 19-996 on 03/20/2019)*

### **ARTICLE 13.16 Standard Front Footage Fee –Water** *(Amended by Resolution No. 19-996 on 03/20/2019)*

Water service applicants that connect to the water system where JBWD has installed or replaced a mainline since 1997, or where the applicant has been approved for a Remote Meter, shall pay the Standard Front Footage Fee. The total fee is computed based on the measurement of the front footage of the parcel as it sits adjacent to the mainline or future mainline (property corner to property corner) multiplied by the Standard Front Footage Fee (price per foot).

**ARTICLE 13.17 Plan Check Deposit** (Amended by Resolution No. 19-996 on 03/20/2019)/ (Amended by Resolution No. 19-996 on 03/20/2019)

Water service applicants shall submit a deposit, based on the complexity of the proposed project as determined by JBWD, to pay for all costs associated with development, including but not limited to plan check costs, inspection fees, preparation of W-1, S-1 or Non-Interference letters that are required by the County of San Bernardino. Actual costs of service including but not limited to labor, equipment, professional services and overhead shall be deducted from the deposit. If the deposit exceeds actual costs, JBWD will refund the balance. If actual costs exceed the deposit, a bill for the balance will be sent to the applicant and must be paid before water service will be initiated.

**ARTICLE 13.18 Meter Connection Fees (Formerly Meter Installation Fees)** – (Amended by Resolution No. 15-947 on 03/04/2015) & (Amended by Resolution No. 19-996 on 03/20/2019)

When the parcel to which water is to be furnished does not include a paid water meter for use on said parcel, the customer shall pay a meter connection fee based on all costs of installation, including but not limited to labor, equipment, supplies, and overhead. Note some meters have been installed at JBWD expense, and although there is a meter in place, it is not considered a paid water meter.

**ARTICLE 13.18.1 Front Footage Fee** (Amended by Resolution No. 19-996 on 03/20/2019) (Amended by Resolution No. 20-1018 on 04/01/2020)

Mainline installation in specific areas identified in Article 14.18.1 have been installed at JBWD's expense. Future development of parcels in those areas requires payment of a Front Footage Fee, per foot of frontage along the mainline, to reimburse the District. See Article 7.5.

**ARTICLE 13.18.2 Remote Meter Front Footage Payment Plan** (Deleted per Resolution No.13-907 on 06/19/2013)

**ARTICLE 13.19 Water Capacity Charges** (Amended by Resolution No. 19-996 on 03/20/2019)

When the parcel to which water is to be furnished does not include a paid water meter for use on said parcel, the customer shall pay a Water Capacity Charge. The Water Capacity Charge includes a buy-in component to existing facilities which achieves equity with current customers. In addition, there is a replacement component, which is designed to fund water system capacity replacement required as a result of the new water service. Note some meters have been installed at JBWD expense, and although there is a meter in place, it is not considered a paid water meter.

**ARTICLE 13.19.1 Wastewater Capacity Charges** (Amended by Resolution No. 19-996 on 03/20/2019)

When the parcel to which wastewater service is to be furnished, does not include a paid water meter, or the property that has a paid water meter is undeveloped with a structure, the customer shall pay a Wastewater Capacity Charge. The Wastewater Capacity Charge includes a buy-in component for funding of a future wastewater system based on projected wastewater system capacity required by the new water service.

**Wastewater Capacity Charges are due under the following conditions:**

1. The parcel to which water service is to be furnished is (a) located in the wastewater treatment strategy area, and (b) will result in density of less than one Equivalent Dwelling Unit per one-half acre, and (c) has a paid water meter, (d) but has never developed the parcel with a structure.
2. The parcel to which water service is to be furnished is (a) located in the wastewater strategy area, and (b) will result in density of less than one Equivalent Dwelling Unit per one-half acre, and (c) does not contain a paid water meter.

The Wastewater Capacity Charge applies to all new development in the Wastewater Planning Area as identified in the attached map (Exhibit C). A list of parcels within the area is attached as Exhibit D.

Wastewater Capacity Charges do not apply to additions to existing residential units but will apply to any new residential structures including a second home on a parcel, other than guest house.

Wastewater Capacity Charges will be applied to expansion of non-residential development if it increased the number of EDUs by one or more based on review of the JBWD Engineer.

**ARTICLE 13.20 Refund Agreement Processing Fee** *(Amended by Resolution No. 19-996 on 03/20/2019)*

When a customer installs a mainline at their own expense, which provides opportunity for other parcel owners to connect to the water or wastewater system, where such opportunity didn't previously exist, the customer shall be eligible for a potential refund if other parcel owners connect in the future. The customer shall pay costs associated with preparation and processing of refund agreements. See Article 7.

**ARTICLE 13.20.1** *(Rescinded per Resolution No.13-907on 06/19/2013)*

**ARTICLE 13.21 Meter Exchange Within the Same Parcel** *(Amended by Resolution No. 19-996 on 03/20/2019)*

For meter size changes (either increase or decrease in size), the customer shall pay the actual costs associated with installation of the new meter, including supplies, equipment and labor, plus overhead. Meters cannot be relocated to different parcels; that constitutes a new meter installation. No refund for materials that are already in use is provided, nor a refund for Capacity Charges, if meter size is decreased.

**ARTICLE 13.22 Charge for Customer Requested Meter Accuracy Testing** *(Amended by Resolution No. 19-996 on 03/20/2019)*

Any customer has the right to have his meter examined and tested at any time upon completion of the Meter Test Form, payment of the Meter Accuracy Testing Fee and written commitment to pay an adjustment to their water account for any discrepancy identified in the meter performance, either over or under-recording, if the meter fails.

**ARTICLE 13.23 Hydrant Flow Testing** *(Amended by Resolution No. 19-996 on 03/20/2019)*

For development or other reasons, a customer may request hydrant flow testing at a hydrant location of their choosing. JBWD will test the hydrant and provide a hydrant certification letter to customer. Since performing hydrant flow tests can result in water quality issues and/or water leaks, JBWD seeks to limit hydrant flow testing. Static pressure testing can often be a substitute; however, if a customer requires hydrant flow testing then the customer is responsible for costs associated with any system damage.

**ARTICLE 13.23.1 Static Pressure Testing** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

For development or other reasons, customers may request static pressure testing, to be performed at a hydrant of JBWD's choosing. JBWD will perform the static pressure testing and provide testing and report back to the customer.

**ARTICLE 13.24 Broken Locking Device Fee** *(Amended by Resolution No. 19-996 on 03/20/2019)*

When a water meter has been locked off and the locking device is broken, depending on the circumstance, the old or new account holder may be charged for the replacement of the locking device.



**ARTICLE 13.25 Charge for District Documents** *(Amended by Resolution No. 19-996 on 03/20/2019)*

A fee will be charged to those requesting copies of public records. Public records may be examined at no charge at the JBWD offices.

**ARTICLE 13.26 48-Hour Tag Fee**

When the District is required to prepare and deliver a 48-hour tag because of pending account termination, the account holder will be charged \$10.00. Staff has the discretion to waive the fee for good reason when there have been no other 48-hour tags for the customer in the last 12 months. This is not intended to allow one free 48-hour tag every 12 months, but to provide a waiver for extenuating circumstances.

**ARTICLE 13.27 Rate for Sale of Water to Other Water Agencies** *(Amended by Resolution No. 19-996 on 03/20/2019)*

Water sold to other water agencies on an emergency or short-term basis shall be metered and a water bill sent to the other agency on no less than a monthly basis.

The General Manager or designee may authorize the temporary sale of water to other water agencies for a two-week period or less. The Board of Directors may authorize the temporary service for a period longer than 14 days.

**ARTICLE 13.28 No Show Charge for Missed Appointments** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

A charge shall be made when an appointment time has been scheduled and set aside for a field visit, which is not kept and not canceled in advance by the customer or a representative.

**ARTICLE 13.29 Lien Fees** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

A charge shall be made for the costs associated with filing and releasing liens that are recorded due to unpaid water or meter damage charges.

**ARTICLE 13.30 Will Serve Letter** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

The applicant shall be required to pay a charge to cover expenses incurred by JBWD for the preparation of the Will Serve Letter document.

**ARTICLE 13.31 Meter Quote** *(Amended by Resolution No. 19-1004 on 06/19/2009)* *(Amended by Resolution No. 19-996 on 03/20/2019)*

An Applicant shall be required to pay a charge to cover expenses incurred by JBWD for the preparation of a meter quote. Meter quotes will be provided upon payment of the charge.

**ARTICLE 13.32 W1 Form Letter** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

An applicant shall be required to pay a charge to cover expenses incurred by JBWD for the preparation of a W1 Form Letter.

**ARTICLE 13.33 S1 Form Letter** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

An applicant shall be required to pay a charge to cover expenses incurred by JBWD for the preparation of a S1 Form letter.

**ARTICLE 13.34 Non-Interference Letter** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

An applicant shall be required to pay a charge to cover expenses incurred by JBWD for the preparation of a Non-Interference letter.

**ARTICLE 13.35 Returned Payment Charge** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

A fee will be charged for each check or credit card payment returned from the bank unpaid.

After two returned payments, the customer will be on a cash-only basis for at least two years, or until a satisfactory payment record has been established per Article 1.11.

**ARTICLE 13.36 Other Services** *(Adopted by Resolution No. 19-996 on 03/20/2019)*

A charge shall be made for services performed by the JBWD not listed above for which an actual cost is attributable to a particular customer.

\*\*\*NOTE: Amounts of all fees have been rounded up to the nearest dollar.



## ARTICLE 14: AMOUNTS

*(Adopted by Resolution No. 19-996 on 03/20/2019)*

### ARTICLE 14.1 Variance Application Deposit

A deposit based on complexity is required to evaluate a variance request:

Simple           \$ 500.00  
 Complex       \$2,500.00

The customer is responsible for all costs associated with the request, even if costs exceed the deposit.

### ARTICLE 14.2 Water Availability or Standby Charges

The tables below and on the following page provide the rate matrix and descriptions for Standby Charges.

EXHIBIT A JOSHUA BASIN WATER DISTRICT WATER AVAILABILITY (STANDBY) CHARGES									
SCHEDULE A MINIMUM PER PARCEL UP TO 1.25 ACRES					SCHEDULE B COST PER ACRE FOR PARCELS OVER 1.25 ACRES				
COUNTY ZONE	District Zone 1	District Zone 2	District Zone 3	District Zone 4	District Zone 1	District Zone 2	District Zone 3	District Zone 4	ACREAGE
20MR340M	\$30.00	\$50.00			\$20.00	\$30.00			0+ Acres
3MRM	\$40.00	\$60.00			\$20.00	\$30.00			0-40 Acres 41+ Acres
4MRM	\$40.00	\$60.00	\$50.00		\$20.00	\$35.00	\$25.00		0-40 Acres 41+ Acres
RB8M	\$30.00	\$50.00			\$20.00	\$30.00			0+ Acres
RS10M	\$30.00	\$50.00			\$20.00	\$35.00			0-40 Acres 41-80 Acres 81-160 Acres 161-320 Acres 321+ Acres
RS16M	\$30.00	\$50.00			\$20.00	\$30.00			0-40 Acres 41+ Acres
RS20M	\$30.00	\$50.00			\$20.00	\$30.00			0+ Acres
RC40	\$40.00	\$80.00	\$40.00	\$40.00	\$15.00	\$25.00	\$15.00	\$15.00	0-40 Acres 41-160 Acres 161-320 Acres 321+ Acres
RL20	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0+ Acres
RL10	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres 41+ Acres
RL5	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres 41-80 Acres 81-160 Acres 161-320 Acres 321+ Acres
RL2.5	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres 41-80 Acres 81-160 Acres 161-320 Acres 321+ Acres
COMMERCIAL / INDUSTRIAL/ OTHER	\$40.00	\$60.00	\$50.00		\$25.00	\$35.00	\$25.00		0-40 Acres 41+ Acres
RS1	\$40.00	\$60.00	\$50.00		\$20.00	\$30.00	\$20.00		0-40 Acres 41+ Acres

**JOSHUA BASIN WATER DISTRICT**  
**Water Availability (Standby) Zoning Descriptions**

**DISTRICT ZONE DESCRIPTIONS**

- ZONE 1** Any size parcel served by one or more meters
- ZONE 2** Any size parcel within 1/2 mile of a water mainline and in the same pressure zone as the mainline
- ZONE 3** Any size parcel within one mile of a water mainline and within one pressure zone of the mainline
- ZONE 4** All other parcels

**COUNTY ZONE DESCRIPTIONS**

- 3MRM** Residential, multi-family, 3,000 sq. ft. per unit, 14.5 units per acre
- 4MRM** Residential, multi-family, 4,000 sq.ft. per unit, 10.8 units per acre
- 20MRM40M** Residential, multi-family, 20,000 sq. ft. per unit, 2.18 units per acre
  
- RS1** Residential, single family, 1 unit per acre
- RS8M** Residential, single family, 8,000 sq.ft. per unit, 5.4 units per acre
- RS10M** Residential, single family, 10,000 sq. ft. per unit, 4.3 units per acre
- RS18M** Residential, single family, 18,000 sq. ft. per unit, 2.4 units per acre
- RS20M** Residential, single family, 20,000 sq. ft. per unit, 2.1 units per acre
  
- RL2.5** Rural Living, one residence per 2.5 acres
- RL5** Rural Living, one residence per 5 acres
- RL10** Rural Living, one residence per 10 acres
- RL20** Rural Living, one residence per 20 acres
  
- RC40** Resource Conservation, one residence per 40 acres
- CS, CC, CG,** Commercial Properties
- CO, CN** Commercial Properties
- IC** Industrial Properties

**ARTICLE 14.3 Guarantee Deposit**

Applicants who provide a social security number will have their credit checked. The results of this soft credit check will provide either a green, yell, or red “score,” and the deposit amount will be based upon the score. Customers that don’t provide a social security number won’t get a “score,” and will have to pay a guarantee deposit.

- Green = Good credit, no deposit required
- Yellow= Average credit, deposit required
- Red = Poor credit, deposit required
- No Score = No credit, deposit required

<u>Effective Date</u>	<u>Guarantee Deposit</u>
10/10/19	\$225.00
01/01/20	\$255.00
01/01/21	\$285.00
01/01/22	\$310.00

**ARTICLE 14.4 New Account Charge (Formerly Turn on New Service) (Amended by Resolution No. 19-1009 on 09/18/2019)**

A fee of \$43.00 will be paid to establish a new account or transfer service from one account to another unless a valid Continuous Service Agreement is in place.

**ARTICLE 14.4.1 Temporary Customer –Requested Turn Off/Turn On**

A charge of \$33.00 shall be paid for either temporary turn on or turn off of water meter.

**ARTICLE 14.4.2 After-Hours Turn On Convenience Charge (Formerly Turn On After Deadline for Same Day Turn On Service).**

A fee of \$110.00 will be assessed to a customer who requests that water service be turned on after the deadline for same day turn on.

**ARTICLE 14.4.3 Meter Removal (Pull)/ Meter Reinstallation**

Charges are as follows:

- Meter Removal/Pull \$49.00
- Meter Reinstallation \$54.00

**ARTICLE 14.4.4 Disconnection or Reconnection Fee for Nonpayment**

Charges are as follows:

- Disconnection: New fee to be determined
- Reconnection: \$25.00 (this fee is already in place, to be updated)

**ARTICLE 14.5 Basic Monthly Fee**

The Basic Monthly Fee for availability of water service, which includes no water used, is as follows:

Meter Size	Capacity (gpm)	<u>MONTHLY FEE BASED ON METER SIZE</u>		
		1-1-20	1-1-21	1-1-22
¾” & 1”	30 & 50	\$ 34.43	\$ 38.03	\$ 41.35
1-1/2 “	100	\$114.77	\$126.77	\$137.83
2”	160	\$183.63	\$202.83	\$220.53
3”	300	\$344.30	\$380.30	\$413.50

**ARTICLE 14.5.1 Temporary Service Basic Monthly Fee**

The fees are as follows:

Meter Size	Monthly Fee (based on meter size)		
	1-1-20	1-1-21	1-1-22
¾” & 1”	\$ 51.64	\$ 57.05	\$ 62.03
3”	\$516.45	\$570.45	\$620.45

**ARTICLE 14.6 Monthly Water Flow Charges**

Water passing through the meter shall be sold at the following cumulative rates, per unit (100 cubic feet, 748 gallons).

**For 3/4” and 1” meters**

**CONSUMPTION RATE PER UNIT (\$ PER HUNDRED CUBIC FEET)**

<b><u>(UNITS)</u></b>	<b><u>1-1-20</u></b>	<b><u>1-1-21</u></b>	<b><u>1-1-22</u></b>
0-5 units	\$5.05	\$5.70	\$ 6.20
5.01-10 units	\$6.15	\$7.00	\$ 7.70
10.01-20 units	\$7.25	\$8.30	\$ 9.20
20.01 + units	\$8.35	\$9.60	\$10.70

**For 1-1/2”, 2” and 3” meters**

<b>Unit rate for all water use</b>	<b>\$6.20</b>	<b>\$7.00</b>	<b>\$ 7.70</b>
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**ARTICLE 14.6.1 Temporary Service Monthly Flow Charges**

**For 3/4” and 1” meters**

**CONSUMPTION RATE PER UNIT (\$ PER HUNDRED CUBIC FEET)**

<b><u>(UNITS)</u></b>	<b><u>1-1-20</u></b>	<b><u>1-1-21</u></b>	<b><u>1-1-22</u></b>
0-5 units	\$ 7.57	\$ 8.55	\$ 9.30
5.01-10 units	\$ 9.22	\$10.50	\$11.55
10.01-20 units	\$10.87	\$12.45	\$13.80
20.01 + units	\$12.52	\$14.40	\$16.05

**For 1-1/2”, 2” and 3” meters**

<b>Unit rate for all water use</b>	<b>\$ 9.30</b>	<b>\$10.50</b>	<b>\$11.55</b>
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**ARTICLE 14.7** *(Rescinded by Resolution No. 19-996 on 03/20/2019)*

**ARTICLE 14.8 Delinquent Account Service Charge**

A Delinquent Account Service Charge of 10% on each original unpaid balance, plus .5% per month for each subsequent month of delinquency, will be levied if a customer payment is not received within 20 days after mailing of customer invoice, or due date printed on the bill, whichever is later.

**ARTICLE 14.9 Public Fire Protection Services**

There is no charge per fire hydrant for public fire protection at this time.

**ARTICLE 14.10 Cost and Charges for Private Fire Protection**

Installation cost will be the actual cost plus fifteen percent (15%) to cover administrative and overhead.

**MONTHLY CHARGE BASED ON DEVICE SIZE**

Device Size	3-1-18	1-1-19	1-1-20	1-1-21	1-1-22
2"	\$14.30	\$16.37	\$18.36	\$20.28	\$22.05
3"	\$26.96	\$30.69	\$34.43	\$38.03	\$41.34
4"	\$44.94	\$51.16	\$57.38	\$63.38	\$68.91
6"	\$89.88	\$102.31	\$114.75	\$126.75	\$137.81
8"	\$143.80	\$163.70	\$183.60	\$202.80	\$220.50

**ARTICLE 14.11 Fee for Permit to Supply Water for Domestic Irrigation to Adjacent Parcel**

The fee is imposed as follow:

3/4" or 1" meters	\$368.40	Effective 1/1/19
	\$413.16	Effective 1/1/20
	\$456.36	Effective 1/1/21
	\$496.20	Effective 1/1/22

**ARTICLE 14.12 Backflow/Cross-Connection Devices** *(Deleted by Resolution No. 19-1004 on 07/17/2019)*

**ARTICLE 14.13 Temporary Service Guarantee Deposit**

A guarantee deposit, equal to the replacement cost of the temporary meter and appurtenances, as determined by JBWD staff, is required before temporary service can be established.

**ARTICLE 14.13.1 Temporary Service Installation Fee**

Including account set-up, the fee for installation of a temporary service is \$95.00

**ARTICLE 14.13.2 Temporary Service Relocation Fee**

The fee for relocating a previously-installed temporary service is \$60.00

**ARTICLE 14.14 and ARTICLE 14.15** *(Rescinded by Resolution No. 19-996 on 03/20/2019)*

**ARTICLE 14.16 Standard Front Footage Fee – Water**

The Standard Front Footage Fee will be the amount of the most recently-calculated Front Footage Fee per Article 13.18.1, multiplied by the front footage measurement.

**ARTICLE 14.17 Plan Check Deposit**

Deposit amount is determined by JBWD based on complexity of project.

## ARTICLE 14.18 Meter Connection Fees (Formerly Meter Installation Fees)

### TRACT METER CONNECTION FEES

This fee applies to the Copper Mountain Mesa Assessment District for all original Assessment District parcels with water services already installed, except for the metering equipment. It also applies to approved tract maps or parcel maps where installation of all water system facilities, except for the metering equipment, are completed by the developer.

<u>Meter Size</u>	<u>Fee</u>
¾"	\$585.00
1"	\$669.00
Larger sizes	Actual cost including overhead

### NON-TRACT METER CONNECTION FEES

This fee applies to all non-tract parcels in the District and reflects labor, equipment, supplies and overhead costs associated with installing the customer water service, metering equipment and appurtenances which extends the water service from a mainline to a property line for the use of a separate parcel.

<u>Meter Size</u>	<u>Fee</u>
¾"	\$1,911.00
1"	\$2,002.00
Larger	Actual cost, including overhead

## ARTICLE 14.18.1 Front Footage Fee *(Amended by Resolution No. 20-1018 on 04/01/2020)*

Fees are as follows:

Copper Mountain College, December 2004: \$26.00 per foot

## ARTICLE 14.19 Water Capacity Charges

Charges are as follows:

¾" Meter	\$ 4,429.00
1" Meter	\$ 7,379.00
1 ½" Meter	\$14,756.00
2" Meter	\$23,613.00
3" Meter	\$44,273.00

Water Capacity Charges shall be automatically adjusted effective on the first day of January of each calendar year based upon the change in the Engineering News-Record Construction Cost Index (ENR-CCI 20 Cities) starting from the base month of June. Increases taking effect in January shall be based on the increase in said index over the preceding year. (For example, the automatic increase taking effect 1/1/19 shall be based on the increase in the index from June 2017 to June 2018).

**ARTICLE 14.19.1 Wastewater Capacity Charges**

Charges are as follows:

- Single Family Residential      1 Equivalent Dwelling Unit (EDU) = \$6,551.00
- Multi-Family Residential      1 EDU per residential unit (duplex = 2 units, triplex = 3 units, etc.) or Less if determined by the District Engineer (e.g. Senior Housing, studio apartments, etc.)
- Non-Residential                      \$6,551.00 per EDU with the number of EDUs to be determined by District Engineer based on plans provided.

Water Capacity Charges shall be automatically adjusted effective on the first day of January of each calendar year based upon the change in the Engineering News-Record Construction Cost Index (ENR-CCI 20 Cities) starting from the base month of June. Increases taking effect in January shall be based on the increase in said index over the preceding year. (For example, the automatic increase taking effect 1/1/19 shall be based on the increase in the index from June 2017 to June 2018).

**ARTICLE 14.20 Refund Agreement Processing Fees**

Fees are as follows:

- Initial preparation for up to four benefitting parcels      \$190.00
- Initial preparation for each additional parcel      \$ 35.00
- Processing of each refund check      \$ 30.00  
(Fee is deducted from the refund check)

**ARTICLE 14.21 Meter Exchange Cost**

Meter exchange costs within the same parcel are as follows:

Actual costs, including but not limited to, field and administrative labor, vehicles and equipment, inventory and overhead. In addition, if the customer increases meter size, customer must pay the additional Water and/or Wastewater Capacity Charge(s), at the current rate. For example, if the customer paid a capacity charge for a 1” meter and needs to increase meter size to 1.5”, the additional Capacity Charge fees would be the difference between the current 1” and 1.5” capacity charges, irrespective of the amount paid by the customer at the time meter was purchased.

**ARTICLE 14.22 Meter Accuracy Testing Fee**

The fee for customer-requested meter accuracy testing shall be as follows:

<u>Meter Size</u>	<u>Amount</u>
¾"	\$158.00
1"	\$158.00
1.5" & Larger	Cost

**ARTICLE 14.23 Hydrant Flow Testing**

The charge for hydrant flow testing is \$217.00 per hydrant, including certification letter.

**ARTICLE 14.23.1 Static Pressure Testing**

The charge for Static Pressure Testing is \$80.00 per hydrant, including testing report.

**ARTICLE 14.24 Broken Locking Device Fee**

The charge for a broken locking device is \$32.00

**ARTICLE 14.25 Charge for District Documents**

A fee of \$0.25 for each photocopy shall be charged upon a request to obtain a copy or copies of public records from JBWD.

A fee of \$5.00 for each DVD shall be charged upon a request to obtain a copy or copies of DVD's from JBWD.

**ARTICLE 14.26 48-Hour Tag Fee**

When the District is required to prepare and deliver a 48-hour tag because of pending account termination, the account holder will be charged \$10.00. Staff has the discretion to waive the fee for good reason when there have been no other 48-hour tags for the customer in the last 12 months. This is not intended to allow one free 48-hour tag every 12 months, but to provide a waiver for extenuating circumstances.

**ARTICLE 14.27 Rate for Sale of Water to Other Water Agencies**

Water sold to other water agencies shall be metered and sold at a rate of \$9.53 per unit (one hundred cubic feet) or \$1,038.00 per acre foot.

In addition to this water rate, direct manpower, material and equipment costs associated with making the physical connection or overseeing the connection shall be charged at the actual cost plus overhead.

**ARTICLE 14.28 No Show Charge for Missed Appointments**

A no show charge of \$29.00 for scheduled appointments will be billed when such appointment is not kept or canceled in advance by the customer or the customer's representative.



**ARTICLE 14.29 Lien Fees**

Fees associated with filing and releasing liens for unpaid water charges are as follows:

Filing Lien	\$47.00
Release of Lien	\$74.00

Unusual or extraordinary costs associated with filing or releasing liens will be charged at actual cost including overhead.

**ARTICLE 14.30 Will Serve Letter**

A charge of \$33.00 per parcel will be paid by applicant requesting a Will Serve Letter. Fees for will serve requests on land requiring more in-depth review by JBWD staff and/or professional services will be charged the actual cost.

**ARTICLE 14.31 Meter Quote** *(Amended by Resolution No. 19-1004 on 07/17/2019)*

A charge of \$19.00 per meter will be paid by applicant requesting a meter quote.

**ARTICLE 14.32 W1 Form Letter**

Actual costs, including overhead, associated with preparation of a W1 Form letter, shall be deducted from the applicant’s Plan Check Deposit.

**ARTICLE 14.33 S1 Form Letter**

Actual costs, including overhead, associated with preparation of a S1 Form letter, shall be deducted from the applicant’s Plan Check Deposit.

**ARTICLE 14.34 Non-Interference Letter**

Actual costs, including overhead, associated with preparation of a Non-Interference Letter, shall be deducted from the applicant’s Plan Check Deposit.

**ARTICLE 14.35 Returned Payment Charge**

A charge of \$25.00 for the first returned payment and \$35.00 for the second and subsequent returned payments shall be paid by applicant who presents a payment that is subsequently returned from the bank unpaid.

**ARTICLE 14.36 Other Services**

Charges for Other Services shall be the actual costs, including but not limited to, field and administrative labor, professional services, vehicles and equipment, inventory, and overhead.

\*\*\* NOTE: Amounts of all fees have been rounded up to the nearest dollar.