



REGULAR MEETING OF THE FINANCE COMMITTEE
MONDAY, JANUARY 25, 2016 4:00 PM
61750 CHOLLITA ROAD, JOSHUA TREE, CA 92252
AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT
- Pg. 1 6. APPROVE MINUTES OF THE PRIOR COMMITTEE MEETING
- Pgs. 2-8 7. REVIEW DECEMBER CHECK REGISTER
- Pgs. 9-43 8. DISCUSS PROPOSED CHANGES TO THE RULES & REGULATIONS TO IMPLEMENT INACTIVE/LOCKED METER CHARGES AND OTHER CORRECTIONS/CLARIFICATIONS
- Pg. 44 9. DISCUSS METER DAMAGE POLICY
10. STAFF REPORT
11. ADJOURNMENT

INFORMATION

During "Public Comment", please use the podium microphone. State your name and have your information prepared and be ready to provide your comments. The District is interested and appreciates your comments. A 3-minute time limit will be imposed. Thank you. Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 366-8438, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.

JOSHUA BASIN WATER DISTRICT
Minutes of the
REGULAR MEETING OF THE FINANCE COMMITTEE
Monday, December 28, 2015
61750 Chollita Road, Joshua Tree, CA 92252

1. CALL TO ORDER 4:00 PM

2. PLEDGE OF ALLEGIANCE

Committee Members Present: Victoria Fuller, President
Bob Johnson, Director

Staff Present: Curt Sauer, General Manager
Susan Greer, Assistant General Manager/Controller
Anne Roman, Accountant

Guests: 1

3. DETERMINATION OF QUORUM

MSC/Fuller/Johnson 2/0 to approve quorum is present.

4. APPROVAL OF AGENDA

MSC/Johnson/Fuller 2/0 to approve the agenda for the December 28, 2015 Regular Meeting of the Finance Committee.

5. PUBLIC COMMENT

None.

6. APPROVE MINUTES OF THE PRIOR COMMITTEE MEETING

MSC/Johnson/Fuller 2/0 to approve minutes of the November 30, 2015 Regular Meeting of the Finance Committee.

7. DEPARTMENT OF THE INTERIOR, BLM RIGHT-OF-WAY RENTAL UPDATE

Accepted for information only.

8. REVIEW NOVEMBER CHECK REGISTER

Accepted for information only.

9. STAFF REPORT

Staff report included the following topics: Closed account penalties, Incode VX software upgrade, Inactive meter procedures and update, security and keys, cost of living increases, and Chromium 6 mitigation.

10. ADJOURNMENT

MSC/Johnson/Fuller 2/0 adjourned the meeting at 5:27 PM

Respectfully submitted;

Susan Greer, Assistant General Manager/Controller



Joshua Basin Water District

***Check Report JBWD**

By Check Number

Date Range: 12/01/2015 - 12/31/2015

Vendor Number Payable #	Vendor DBA Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: AP-AP Cash						
000502 <u>AG16</u>	ASSOCIATION OF CALIFORNIA Invoice	12/03/2015 12/03/2015	12/03/2015 Regular AGENCY DUES 2016	0.00 0.00	11,045.00 11,045.00	56860
001560 <u>191495</u>	CENTURY FORMS, INC. Invoice	12/03/2015 12/03/2015	12/03/2015 Regular REPLY & WINDOW ENVELOPES	0.00 0.00	8,971.15 8,971.15	56861
002200 <u>2016009310</u> <u>2016009319</u>	DEPT OF THE INTERIOR-BLM Invoice Invoice	12/03/2015 12/03/2015 12/03/2015	12/03/2015 Regular RIGHT OF WAY RENTAL - 2016 RIGHT OF WAY RENTAL - 2016	0.00 0.00 0.00	39,566.03 500.00 39,066.03	56862
010956 <u>90399013</u>	DOI-USGS Invoice	12/03/2015 12/03/2015	12/03/2015 Regular USGS COOPERATIVE WATER RESOURCES	0.00 0.00	13,063.05 13,063.05	56863
009072 <u>RS1115</u>	LAW OFFICES REDWINE AND SHERRILL Invoice	12/03/2015 12/03/2015	12/03/2015 Regular LEGAL SERVICES - NOV 15	0.00 0.00	11,524.80 11,524.80	56864
009980 <u>LW-1002013</u>	SWRCB FEES Invoice	12/03/2015 12/03/2015	12/03/2015 Regular WATER SYSTEM FEES 7/1/14 - 6/30/15	0.00 0.00	7,991.94 7,991.94	56865
010690 <u>025-139767</u> <u>025-139768</u> <u>025-141636</u>	TYLER TECHNOLOGIES Invoice Invoice Invoice	12/03/2015 12/03/2015 12/03/2015 12/03/2015	12/03/2015 Regular INCODE VERSION X MIGRATION INCODE VERSION X MIGRATION INCODE VERSION X MIGRATION	0.00 0.00 0.00 0.00	6,388.29 2,063.29 750.00 3,575.00	56866
000575 <u>AFSCME1115</u>	AFSCME LOCAL 1902 Invoice	12/07/2015 12/07/2015	12/07/2015 Regular EE UNION DUES - NOV 15	0.00 0.00	507.00 507.00	56867
004110 <u>BW1215</u> <u>BW1215B</u> <u>BW1215C</u>	BURRTEC WASTE & RECYCLING SVCS Invoice Invoice Invoice	12/07/2015 12/07/2015 12/07/2015 12/07/2015	12/07/2015 Regular RECYCLING - DEC 15 TRASH REMOVAL - DEC 15 TRASH REMOVAL - DEC 15	0.00 0.00 0.00 0.00	412.54 59.58 267.18 85.78	56868
001007 <u>BA1215</u>	BUSINESS CARD Invoice	12/07/2015 12/07/2015	12/07/2015 Regular UNIFORMS	0.00 0.00	1,598.35 1,598.35	56869
000237 <u>3990561-110523</u>	COLONIAL LIFE & ACCIDENT INSURANCE CO, IN Invoice	12/07/2015 12/07/2015	12/07/2015 Regular EE LIFE INSURANCE - NOV 15	0.00 0.00	823.80 823.80	56870
001865 <u>309524CW</u>	COMPUTER GALLERY Invoice	12/07/2015 12/07/2015	12/07/2015 Regular PRINTER MAINTENANCE - DEC 15	0.00 0.00	100.60 100.60	56871
002565 <u>20155341</u>	DUDEK AND ASSOCIATES, INC Invoice	12/07/2015 12/07/2015	12/07/2015 Regular ENG SERV: CHROMIUM VI GRANT	0.00 0.00	1,995.00 1,995.00	56872
VEN01466 <u>FB113015</u>	FEDAK & BROWN LLP Invoice	12/07/2015 12/07/2015	12/07/2015 Regular FINANCIAL AUDIT 14/15	0.00 0.00	2,000.00 2,000.00	56873
000058 <u>10158324</u>	GARDA CL WEST, INC. Invoice	12/07/2015 12/07/2015	12/07/2015 Regular COURIER FEES - DEC 15	0.00 0.00	593.31 593.31	56874
006200 <u>6054B</u>	MCALLISTERS JANITORIAL SERV. Invoice	12/07/2015 12/07/2015	12/07/2015 Regular JANITORIAL SERVICES - NOV 15	0.00 0.00	580.00 580.00	56875
004720 <u>279474</u>	INLAND WATER WORKS Invoice	12/07/2015 12/07/2015	12/07/2015 Regular MAINLINE SUPPLIES	0.00 0.00	79.49 79.49	56876
013197 <u>82279</u>	INTER VALLEY POOL SUPPLY, INC. Invoice	12/07/2015 12/07/2015	12/07/2015 Regular WATER TREATMENT EXPENSE	0.00 0.00	375.48 375.48	56877

*Check Report JBWD

Date Range: 12/01/2015 - 12/31/2015

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
013206	JOSHUA TREE NATIONAL PARK- NATIONAL PAR	12/07/2015	Regular	0.00	1,242.60	56878
<u>JTNP111915</u>	Invoice	12/07/2015	PLANT SALES REVENUE	0.00	1,242.60	
009054	KATHLEEN J. RADNICH	12/07/2015	Regular	0.00	1,342.80	56879
<u>15112-1</u>	Invoice	12/07/2015	PUBLIC RELATIONS SERVICES	0.00	604.80	
<u>151129-1</u>	Invoice	12/07/2015	PUBLIC RELATIONS SERVICES	0.00	738.00	
006029	LIEBERT CASSIDY WHITMORE	12/07/2015	Regular	0.00	1,852.50	56880
<u>1407863</u>	Invoice	12/07/2015	LEGAL SERVICES - MOU NEGOTIATIONS	0.00	1,495.00	
<u>1412194</u>	Invoice	12/07/2015	LEGAL SERVICES - OCT 15	0.00	357.50	
010633	LISA THOMPSON	12/07/2015	Regular	0.00	43.11	56881
<u>LT112015</u>	Invoice	12/07/2015	REIMB: OFFICE SUPPLIES	0.00	43.11	
003505	GARRYS TIRES	12/07/2015	Regular	0.00	19.00	56882
<u>11691</u>	Invoice	12/07/2015	VEHICLE REPAIRS	0.00	19.00	
000156	FORSHOCK	12/07/2015	Regular	0.00	188.75	56883
<u>1500100</u>	Invoice	12/07/2015	SCADA SERVICE: E2-1	0.00	188.75	
003930	NBS	12/07/2015	Regular	0.00	1,295.00	56884
<u>12150018</u>	Invoice	12/07/2015	CMM ADMIN- ANNUAL REPORTING	0.00	1,295.00	
000070	ONLINE INFORMATION SERVICES, INC.	12/07/2015	Regular	0.00	213.60	56885
<u>683905</u>	Invoice	12/07/2015	ID VERIF. SERV. THRU 11/30/15	0.00	213.60	
000236	PAYPRO ADMINISTRATORS	12/07/2015	Regular	0.00	170.82	56886
<u>PPE 11-27-15</u>	Invoice	12/07/2015	EE FSA DEDUCTIONS 12-04-15	0.00	170.82	
008415	PRUDENTIAL OVERALL SPLY.	12/07/2015	Regular	0.00	113.64	56887
<u>22150954</u>	Invoice	12/07/2015	SHOP EXPENSE	0.00	11.88	
<u>22155338</u>	Invoice	12/07/2015	SHOP EXPENSE	0.00	39.73	
<u>22155340</u>	Invoice	12/07/2015	SHOP EXPENSE	0.00	46.15	
<u>22158352</u>	Invoice	12/07/2015	SHOP EXPENSE	0.00	15.88	
008414	PROVIDEO	12/07/2015	Regular	0.00	200.00	56888
<u>1582</u>	Invoice	12/07/2015	VIDEO TAPING BD MEETINGS - NOV	0.00	200.00	
000091	SAN BERNARDINO COUNTY RECORDER	12/07/2015	Regular	0.00	21.00	56889
<u>SB112315</u>	Invoice	12/07/2015	RELEASE OF A LIEN	0.00	21.00	
009920	STANDARD INSURANCE CO	12/07/2015	Regular	0.00	813.27	56890
<u>ST1215</u>	Invoice	12/07/2015	EE LIFE INSURANCE - DEC 15	0.00	813.27	
009980	SWRCB FEES	12/07/2015	Regular	0.00	120.00	56891
<u>SWRCB-120715</u>	Invoice	12/07/2015	D-3 RENEWAL	0.00	120.00	
000023	ULTIMATE MOTORS, INC.	12/07/2015	Regular	0.00	1,373.70	56892
<u>18900</u>	Invoice	12/07/2015	VEHICLE REPAIRS	0.00	1,373.70	
010850	UNDERGROUND SERVICE ALERT	12/07/2015	Regular	0.00	36.00	56893
<u>1120150336</u>	Invoice	12/07/2015	TICKET DELIVERY SERVICE - NOV	0.00	36.00	
010990	UTILIQUEST L.L.C.	12/07/2015	Regular	0.00	472.96	56894
<u>228484-Q</u>	Invoice	12/07/2015	CONTRACT LOCATING EXPENSE	0.00	108.64	
<u>228722-Q</u>	Invoice	12/07/2015	CONTRACT LOCATING EXPENSE	0.00	364.32	
000327	WATER QUALITY SPECIALISTS	12/07/2015	Regular	0.00	3,310.00	56895
<u>4346</u>	Invoice	12/07/2015	HDMC WWTP: OPERATION & MAINT - NO	0.00	3,310.00	
000233	NAPA AUTO PARTS	12/07/2015	Regular	0.00	554.65	56896
<u>130604</u>	Credit Memo	12/07/2015	VEHICLE REPAIRS	0.00	-166.86	
<u>132709</u>	Invoice	12/07/2015	SHOP & AUTO EXPENSE	0.00	215.01	
<u>132850</u>	Invoice	12/07/2015	PUMPING PLANT SUPPLIES	0.00	253.25	
<u>132854</u>	Invoice	12/07/2015	PUMPING PLANT SUPPLIES	0.00	280.25	

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>132929</u>	Credit Memo	12/07/2015	PUMPING PLANT SUPPLIES	0.00	-27.00	
008140	PERSONNEL CONCEPTS	12/10/2015	Regular	0.00	584.88	56901
<u>9329427602</u>	Invoice	12/10/2015	LABOR LAW SUPPLIES	0.00	584.88	
001630	AT&T MOBILITY	12/10/2015	Regular	0.00	1,247.15	56902
<u>829480028X1205</u>	Invoice	12/10/2015	COMMUNICATIONS - NOV 15	0.00	1,247.15	
001004	BUSINESS CARD	12/10/2015	Regular	0.00	5,242.52	56903
<u>BA1215</u>	Invoice	12/10/2015	BUILDING MAINT/UNIFORMS/WATER CO	0.00	5,242.52	
001005	BANK OF AMERICA	12/10/2015	Regular	0.00	3,121.90	56904
<u>BA1215</u>	Invoice	12/10/2015	DIRECTOR EDUCATION/EE TRAINING/BUS	0.00	3,121.90	
000252	DEBORAH S. MALLANTS	12/10/2015	Regular	0.00	749.75	56905
<u>201114</u>	Invoice	12/10/2015	TEMPORARY LABOR	0.00	233.40	
<u>201115</u>	Invoice	12/10/2015	TEMPORARY LABOR	0.00	516.35	
000091	SAN BERNARDINO COUNTY RECORDER	12/10/2015	Regular	0.00	21.00	56906
<u>SB120915</u>	Invoice	12/10/2015	RELEASE OF A LIEN	0.00	21.00	
000091	SAN BERNARDINO COUNTY RECORDER	12/10/2015	Regular	0.00	21.00	56907
<u>SB120915A</u>	Invoice	12/10/2015	RELEASE OF A LIEN	0.00	21.00	
009878	SOUTHERN CALIFORNIA EDISON	12/10/2015	Regular	0.00	24,052.16	56908
<u>SCE1115</u>	Invoice	12/10/2015	POWER FOR PUMPING - NOV 15	0.00	24,052.16	
013196	TELEPACIFIC COMMUNICATIONS	12/10/2015	Regular	0.00	670.46	56909
<u>72929407-0</u>	Invoice	12/10/2015	TELEPHONE (OFFICE) - DEC 15	0.00	670.46	
000013	U.S. POSTAL SERVICE	12/10/2015	Regular	0.00	220.00	56910
<u>PO1215</u>	Invoice	12/10/2015	PO BOX THROUGH 12/31/16	0.00	220.00	
001700	VALLERI JORGE	12/10/2015	Regular	0.00	109.37	56911
<u>VJ120415</u>	Invoice	12/10/2015	REIMB EE TRAINING: MILEAGE	0.00	109.37	
003605	VERIZON CALIFORNIA	12/10/2015	Regular	0.00	128.97	56912
<u>V1215</u>	Invoice	12/10/2015	HDMC WWTP - TELEPHONE	0.00	128.97	
000504	ACTION PUMPING, INC.	12/16/2015	Regular	0.00	1,075.00	56921
<u>6111</u>	Invoice	12/16/2015	HDMC WW: PUMPING	0.00	1,075.00	
001555	CENTRATEL	12/16/2015	Regular	0.00	306.56	56922
<u>151203192101</u>	Invoice	12/16/2015	DISPATCH SERVICES - NOV 15	0.00	306.56	
001850	CLINICAL LAB OF S.B. INC	12/16/2015	Regular	0.00	3,223.00	56923
<u>947188</u>	Invoice	12/16/2015	SAMPLING - NOV 15	0.00	1,803.00	
<u>947189</u>	Invoice	12/16/2015	HDMC WWTP SAMPLING- NOV 15	0.00	1,420.00	
001461	BOLLINGER CONSULTING GROUP	12/16/2015	Regular	0.00	3,591.58	56924
<u>681</u>	Invoice	12/16/2015	WATER CONSERVATION - NOV 15	0.00	2,579.08	
<u>682</u>	Invoice	12/16/2015	NON-CONTRACT CONSERV - NOV 15 & U	0.00	1,012.50	
000252	DEBORAH S. MALLANTS	12/16/2015	Regular	0.00	517.05	56925
<u>201116</u>	Invoice	12/16/2015	TEMPORARY LABOR	0.00	517.05	
000252	DEBORAH S. MALLANTS	12/16/2015	Regular	0.00	-517.05	56925
000058	GARDA CL WEST, INC.	12/16/2015	Regular	0.00	22.86	56926
<u>70029257</u>	Invoice	12/16/2015	EVENXCHANGE FEES - NOV 15	0.00	22.86	
004018	HACH COMPANY	12/16/2015	Regular	0.00	4,568.87	56927
<u>9698775</u>	Invoice	12/16/2015	CHLORINE ANALYZER	0.00	4,568.87	
004195	HOME DEPOT CREDIT SERVICES	12/16/2015	Regular	0.00	688.51	56928
<u>HD1215</u>	Invoice	12/16/2015	PUMPING PLANT/SHOP EXPENSE/MAINLI	0.00	688.51	
000134	KENNEDY/JENKS CONSULTANTS, INC.	12/16/2015	Regular	0.00	6,252.56	56929

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Date Range: 12/01/2015 - 12/31/2015

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
97393	Invoice	12/16/2015	CONSULTING: 2015 URBAN MGMT PLN U	0.00	6,252.56	
005621	KENNY STRICKLAND, INC	12/16/2015	Regular	0.00	4,604.03	56930
12205871	Invoice	12/16/2015	FUEL FOR VEHICLES	0.00	3,267.68	
12205872	Invoice	12/16/2015	FUEL FOR VEHICLES	0.00	1,336.35	
000069	LAROCHE FIRE AND ICE	12/16/2015	Regular	0.00	300.24	56931
6487	Invoice	12/16/2015	A/C MAINTENANCE	0.00	300.24	
003505	GARRYS TIRES	12/16/2015	Regular	0.00	196.61	56932
11730	Invoice	12/16/2015	VEHICLE REPAIRS: V29	0.00	196.61	
006800	MOJAVE WATER AGENCY	12/16/2015	Regular	0.00	50,796.00	56933
MWA113015A	Invoice	12/16/2015	WATER RECHARGE PURCHASE	0.00	50,796.00	
000236	PAYPRO ADMINISTRATORS	12/16/2015	Regular	0.00	170.82	56934
PPE 12-11-15	Invoice	12/16/2015	EE FSA DEDUCTIONS 12-18-15	0.00	170.82	
000236	PAYPRO ADMINISTRATORS	12/16/2015	Regular	0.00	50.00	56935
54630	Invoice	12/16/2015	FSA ADMIN FEES - NOV 15	0.00	50.00	
008405	PRECISION ASSEMBLY	12/16/2015	Regular	0.00	1,261.47	56936
17042	Invoice	12/16/2015	NOV WATER BILLING	0.00	1,261.47	
008415	PRUDENTIAL OVERALL SPLY.	12/16/2015	Regular	0.00	89.88	56937
22162331	Invoice	12/16/2015	SHOP EXPENSE	0.00	43.73	
22162332	Invoice	12/16/2015	SHOP EXPENSE	0.00	46.15	
008201	PURCHASE POWER	12/16/2015	Regular	0.00	503.50	56938
PB121315	Invoice	12/16/2015	POSTAGE REFILL FOR METER	0.00	503.50	
000091	SAN BERNARDINO COUNTY RECORDER	12/16/2015	Regular	0.00	21.00	56939
SB121115	Invoice	12/16/2015	RELEASE OF A LIEN	0.00	21.00	
VEN01020	SOUTHWEST NETWORKS, INC.	12/16/2015	Regular	0.00	10,316.25	56940
15-11070	Invoice	12/16/2015	SUPPLEMENTAL IT SERVICES (AMC) - NOV	0.00	71.25	
15-120015C	Invoice	12/16/2015	IT SERVICES - 1/16 - 3/16	0.00	10,245.00	
010990	UTILIQUEST L.L.C.	12/16/2015	Regular	0.00	16.80	56941
229022-Q	Invoice	12/16/2015	CONTRACT LOCATING EXPENSE	0.00	16.80	
000233	NAPA AUTO PARTS	12/16/2015	Regular	0.00	11.55	56942
134708	Invoice	12/16/2015	SMALL TOOLS	0.00	11.55	
000252	DEBORAH S. MALLANTS	12/16/2015	Regular	0.00	501.47	56943
201116A	Invoice	12/16/2015	TEMPORARY LABOR	0.00	501.47	
000252	DEBORAH S. MALLANTS	12/18/2015	Regular	0.00	345.08	56944
201117	Invoice	12/18/2015	TEMPORARY LABOR	0.00	345.08	
000510	TIME WARNER CABLE	12/03/2015	Manual	0.00	405.78	900568
TW1115	Invoice	12/03/2015	CABLE & INTERNET - NOV 15	0.00	405.78	
000248	PAYCHEX	12/04/2015	Manual	0.00	314.40	900569
269099	Invoice	12/04/2015	PAYROLL PROCESSING FEE	0.00	314.40	
001517	CalPERS	12/08/2015	Manual	0.00	7,648.34	900570
PPE 11-27-15	Invoice	12/08/2015	PAY PERIOD ENDING 11/27/15	0.00	7,648.34	
000248	PAYCHEX	12/11/2015	Manual	0.00	72.00	900571
13973608	Invoice	12/11/2015	TIME & LABOR ONLINE USAGE FEE	0.00	72.00	
001517	CalPERS	12/17/2015	Manual	0.00	7,660.79	900572
PPE 12-11-15	Invoice	12/17/2015	PAY PERIOD ENDING 12/11/15	0.00	7,660.79	
000248	PAYCHEX	12/18/2015	Manual	0.00	303.87	900573

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Date Range: 12/01/2015 - 12/31/2015

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>270089</u>	Invoice	12/18/2015	PAYROLL PROCESSING FEE	0.00	303.87	
VEN01533	PAYMENTUS GROUP INC.	12/17/2015	Manual	0.00	1,497.80	900574
<u>US15110185</u>	Invoice	12/17/2015	CREDIT CARD PROCESSING FEE - NOV 15	0.00	1,497.80	
000248	PAYCHEX	12/30/2015	Manual	0.00	314.40	900575
<u>271339</u>	Invoice	12/30/2015	PAYROLL PROCESSING FEE	0.00	314.40	
000025	ICMA RC	12/31/2015	Manual	0.00	3,948.66	900578
<u>900578</u>	Invoice	12/31/2015	457 REMITTANCE - DEC 15	0.00	3,948.66	
000025	ICMA RC	12/31/2015	Manual	0.00	2,707.00	900579
<u>900579</u>	Invoice	12/31/2015	457 REMITTANCE - 2015 ER CONT	0.00	2,707.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	73	0.00	246,599.08
Manual Checks	10	10	0.00	24,873.04
Voided Checks	0	1	0.00	-517.05
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	104	84	0.00	270,955.07



Joshua Basin Water District

Bank Transaction Report

Transaction Detail

Issued Date Range: 12/01/2015 - 12/31/2015

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: 01-11200 - GENERAL FUND-U S BANK							
12/01/2015		56854	VICTORIA CHANG	Utility Billing	Outstanding	Check	-124.36
12/01/2015		56855	HEATHER CHASSE	Utility Billing	Outstanding	Check	-0.78
12/01/2015		56856	CYNTHIA M ROBINSON	Utility Billing	Outstanding	Check	-147.60
12/01/2015		56857	RUSSELL C TOLMAN	Utility Billing	Outstanding	Check	-58.30
12/01/2015		56858	REBECCIA HALL	Utility Billing	Outstanding	Check	-32.79
12/01/2015		56859	LARS N LARSSON	Utility Billing	Outstanding	Check	-46.20
12/10/2015		56897	ERIKA REUTTER	Utility Billing	Outstanding	Check	-61.05
12/10/2015		56898	CLEMENTINE D LIBRE	Utility Billing	Outstanding	Check	-67.74
12/10/2015		56899	CODY S HALL	Utility Billing	Outstanding	Check	-71.03
12/10/2015		56900	JESSICA S DELLECAVE	Utility Billing	Outstanding	Check	-43.75
12/16/2015		56913	JOHNETTE NAPOLITANO	Utility Billing	Outstanding	Check	-50.40
12/16/2015		56914	CYNTHIA K REEDY	Utility Billing	Outstanding	Check	-22.73
12/16/2015		56915	EDWARD R SOPHER	Utility Billing	Outstanding	Check	-30.81
12/16/2015		56916	KAYLA L WHEELER	Utility Billing	Outstanding	Check	-22.80
12/16/2015		56917	JOHN P ZACCARIA	Utility Billing	Outstanding	Check	-63.55
12/16/2015		56918	GARI P PODARAS	Utility Billing	Outstanding	Check	-0.18
12/16/2015		56919	TUCKER ZIMMERMAN	Utility Billing	Outstanding	Check	-66.93
12/16/2015		56920	DAVID B LOVE	Utility Billing	Outstanding	Check	-153.63
12/29/2015		56945	FRANCIS X CAULFIELD	Utility Billing	Outstanding	Check	-20.54
12/29/2015		56946	DEVON S CASSIDY	Utility Billing	Outstanding	Check	-64.80
12/29/2015		56947	JEREMY B GOCO	Utility Billing	Outstanding	Check	-33.74
12/29/2015		56948	WANDA E RIVERA	Utility Billing	Outstanding	Check	-34.97
12/29/2015		56949	MARY ANN KELLY	Utility Billing	Outstanding	Check	-109.74
12/29/2015		56950	ERIKA REUTER	Utility Billing	Outstanding	Check	-94.40
12/29/2015		56951	RACHELLE A STEWART	Utility Billing	Outstanding	Check	-100.88
Bank Account 01-11200 Total: (25)							-1,523.70
Report Total: (25)							-1,523.70

JOSHUA BASIN WATER DISTRICT

DECEMBER 2015

DIRECTOR PAY

PAY PERIODS: 11/14/2015 - 12/11/2015


Director	Date	Type	Amount	Notes
VICTORIA J FULLER	11/18/2015	Director Pay	173.63	JBWD BOARD MEETING
VICTORIA J FULLER	11/30/2015	UNPAID DIRECTOR	0.00	FINANCE COMMITTEE MEETING
			<u>173.63</u>	
ROBERT JOHNSON	11/18/2015	Director Pay	173.63	JBWD BOARD MEETING
ROBERT JOHNSON	11/30/2015	Director Pay	173.63	FINANCE COMMITTEE MEETING
			<u>347.26</u>	
MICKEY C LUCKMAN	11/16/2015	UNPAID DIRECTOR	0.00	ASBCSD DINNER
MICKEY C LUCKMAN	11/16/2015	Mileage/Vehicle Expense	86.25	MILES: ASBCSD DINNER
MICKEY C LUCKMAN	11/18/2015	Director Pay	173.63	JBWD BOARD MEETING
MICKEY C LUCKMAN	11/19/2015	UNPAID DIRECTOR	0.00	COLORADO REGIONAL WATER QUALITY CONTROL BOARD MTG
MICKEY C LUCKMAN	11/19/2015	Mileage/Vehicle Expense	57.50	MILES: COLORADO REGIONAL WATER QUALITY CONTROL BOARD MTG
MICKEY C LUCKMAN	11/28/2015	Meals/Lodging	30.00	11/16/15 REIMB: ASBCSD DINNER
MICKEY C LUCKMAN	11/30/2015	Director Training	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/30/2015	Director Training	5.00	PARKING: ACWA CONFERENCE
MICKEY C LUCKMAN	12/01/2015	Director Training	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	12/02/2015	Director Training	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	12/03/2015	Director Training	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	12/03/2015	Director Training	57.50	REIMB MILES: ACWA CONFERENCE
MICKEY C LUCKMAN	12/03/2015	Director Training	53.20	REIMB MEALS: ACWA CONFERENCE
			<u>1,157.60</u>	
MICHAEL P REYNOLDS	11/18/2015	Director Pay	173.63	JBWD BOARD MEETING
			<u>173.63</u>	
REBECCA UNGER	11/18/2015	Director Pay	173.63	JBWD BOARD MEETING
REBECCA UNGER	12/01/2015	Director Training	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	12/02/2015	Director Training	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	12/03/2015	Director Training	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	12/04/2015	Director Training	60.38	REIMB MILES: ACWA CONFERENCE
			<u>754.90</u>	
TOTAL			<u><u>2,607.02</u></u>	

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Finance Committee

January 25, 2015

Report to: Committee Members

Prepared by: Susan Greer 

TOPIC:

**DISCUSS PROPOSED CHANGES TO THE RULES & REGULATIONS TO IMPLEMENT
INACTIVE/LOCKED METER CHARGES AND OTHER CORRECTIONS/CLARIFICATIONS**

RECOMMENDATION:

Review, suggest any changes and recommend for approval by Board of Directors.

ANALYSIS:

Many changes are needed to the Rules & Regulations in order to implement the inactive/locked meter charges. Red-lined changes are attached for the Definitions, Article 1 and Article 13 sections of the Rules & Regulations.

In addition to the changes for inactive/locked meters, many other changes are included to better clarify *existing policy* including how those policies are already being implemented and to provide consistency. Wherever it appears, "District" has been changed to "JBWD", as recommended in the past. Definitions have only been added over the years on an as-needed basis, without a comprehensive review and I have added many definitions, including for terms already in use for years. For example, Basic Fee and Sewer Capacity Charges were not defined.

I have attempted to make it clear within Article 1 that the Basic Fee charges will apply to all meters, active or inactive, and that active water service will require the customer to comply with the application process although inactive meter accounts will be automatically established in owner's names without the requirement to apply. Article 1.41 has been added to address the fact that leaving meters in the ground that are not being used still results in deterioration over time, incurring a cost to the District and we need to avoid that.

Article 13, which addresses all of the various rates and charges, has also been changed significantly, mostly just clarifying and correcting information that has been in effect for years. For example, standby charges have been charged pursuant to the Government Code since 1996, not County Water District law as indicated in Article 13.2. Most of the changes are not substantive and simply formalize in the Rules & Regulations document the legal actions taken in resolutions over the years. I discovered through this process that two sections of Article 13 were inadvertently deleted over the past few years, due to clerical error, without our intention to do so, and they are added back. It has been our policy for many years to provide a reduction for basic fees and capacity charges when a customer is required to oversize their meter for the sole purpose of fire sprinklers and that got deleted. The charge to reinstall a meter that we have removed was also inadvertently deleted and it has been restored.

More additions to Article 1 will also be needed to include the “opt out” provisions, for customers with inactive/locked meters that want to withdraw from the District to avoid payment of fees. I’m working with Gil on that language and a form. Gil has not reviewed all of the proposed changes and we will have him do that after your comments and before we bring to the board for approval.

This is an opportunity to talk about codification of the District’s Rules & Regulations and policies. Codification is the collection and systematic arrangement of the District’s laws (rules, regulations and policies) into a code. It creates a chronological record of the laws over time, so that we can identify which laws are currently in effect and what laws were in effect at any point in time. It requires a comprehensive review of resolutions and meeting minutes over history and then maintenance going forward. HDWD has their laws codified, and the company they utilized to perform the initial project continues to make changes as they occur and hosts the data on their website, which is accessible to the public via the HDWD website. This is not an inexpensive process but I believe an important issue to bring up, as I am the District’s *unofficial authority* on the rules and policies and my retirement is not too far off into the future– that gives time to budget for this important project. This is a critical matter in the event of a legal challenge and could also save substantial staff time on an ongoing basis; for example, I spent a significant amount of time building the record related to the inactive meter issue recently. As discussed above, accidental deletions to Article 13 were made and I doubt that anyone else at the District would have known that occurred, and I didn’t notice until I made time to perform the comprehensive review. Codification would assist in elimination of such errors.

STRATEGIC PLAN ITEM:
N/A

FISCAL IMPACT:
N/A

SECTION II DEFINITIONS

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

Active/Unlocked Services, Accounts, or Meters: Accounts where meters are eligible to take active water service, requiring customers to apply for service, including completion of application, identity verification, County-assigned service address, building permit (if meter is located on vacant land), payment of guarantee deposit and any other past due charges.

Active Water Service/Delivery: The flow of water through the Meter Service Facility, requiring customers to apply for service, including completion of application, identity verification, County-assigned service address, building permit (if meter is located on vacant land), payment of guarantee deposit and any other past due charges. Customers with Inactive/Locked Services, Accounts or Meters are not eligible for Active Water Delivery until they apply for service.

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 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, approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, that meet the requirements of the State of California and the requirements of these Rules and Regulations to prevent cross-connections.

Basic Fee: The monthly fixed fee, based on meter size, for availability of water service, whether or not any water is actually requested or delivered.

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 a 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 regulations.

Cross-Connection: Any actual or potential connection between the ~~District's~~ JBWD'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:** Any person who is presently served by or who has applied for water service from the District.~~

Customer: Any person who is presently served by the JBWD with an Active/Unlocked meter; or any person who has applied for water service from the JBWD; or any person who has entitlement to water service with an Inactive/Locked meter.

Customer's 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.

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~~ JBWD 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.

Guarantee Deposit: Deposit required to assure payment of water bills if account remains unpaid, and based upon credit worthiness of applicant.

Inactive/Locked Services, Accounts, or Meters: Meter Service Facilities with meters that are either not installed or locked off (Service Only), which are not eligible to take Active Water Service, but are responsible for payment of the Basic Fee (and Monthly Water Flow Charges if water is used). In the past, these were referred to as inactive, pulled or transitional meters.

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 JBWD that are owned, or will be owned, by the District JBWD. 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 JBWD's "Standard Construction Specifications and Drawings".

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

Main Extension: An extension of a District JBWD main for the purpose of extending the District's JBWD'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 JBWD.

Monthly Water Flow Charges: The variable commodity charge, based on the quantity of water delivered through the water meter. There are no Monthly Water Flow Charges if there is no water delivery as measured through the meter. Water flow is also called consumption or usage.

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 JBWD.

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 a premises, such as a duplex unit, an apartment, a mobile home unit, a condominium unit, or a house and each such unit is required to have a separate customer service facility installed. We have many multi-unit facilities without separate meters. Presume existing apartments, mobile home parks, etc. are grand-fathered. Do we really intend for separate meters?

Private Fire Protection Service: Water service provided for a private fire protection system. Such private fire systems must be specifically authorized by the District, and the details of the fire protection system must be on file with the District. this relates to large, commercial fire systems, not residential fire sprinkler systems, but perhaps it should. If we are reviewing or authorizing the details of the system, a fee should apply. Metts

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. This term is only used once, in the definitions, and I will remove it as not being clarifying.~~

Relief Valve: A pressure relief device that is installed in 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 Active Water Delivery. Such facilities are considered Inactive/Locked Services and property owners of such services are subject to payment of the Basic Fee and are not required to apply for service. In

order to activate the delivery of water on a Service Only account, the owner/customer will have to complete the application process.

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

State: The State of California, unless otherwise indicated.

Subdivider: Any person undertaking proceedings under applicable State laws and County ordinances to effect 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.

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

Wastewater Capacity Charge: The charge levied on each new wastewater service located within the Wastewater Treatment Strategy study area that will contribute a rightful share of the costs of the JBWD's future wastewater collection and treatment facilities.

Wastewater Treatment Strategy: The study identifying both short- and long-term strategies for implementation of groundwater protection facilities. The study area includes approximately 35 square miles along the 29 Palms Highway corridor. Properties located in the study area must pay a Wastewater Capacity Charge as they connect to the water system, or as properties are developed if connection occurred before development, for funding of future groundwater protection facilities.

Water Availability or ~~(Standby)~~ Charges: The A charge collected annually by the ~~District~~JBWD based on size of parcel, County zoning and upon the degree of water availability to each lot or parcel of land in accordance with ~~County Water District law~~ the Government Code.

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

Water System: The ~~District's~~JBWD'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~~JBWD.

ARTICLE 1: BASIC WATER SERVICE RULES AND REGULATIONS

~~Amended by Resolution #14-915 on 2/5/14~~

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 information it deems necessary from ~~water~~ customers with Active/Unlocked Meter accounts 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.

After verification of identity, property owners may obtain information about their tenant water bills as they are ultimately responsible for non-payment on those accounts, in accordance with Article 1.29.

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 13.

ARTICLE 1.5 JBWD Ownership of Water System Facilities

All ~~customer-Meter S~~ service F 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 be 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

All customers-In order to activate/unlock meters to allow Active Water Service, all customers shall complete a written application for water 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 fulfill the requirements of the Rules and Regulations.

All customers requesting Active/Unlocked Service 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 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.

Customers requesting Active/Unlocked Service on vacant parcels of land without structures will be required to provide a building permit or proof of application for same.

JBWD will at all times maintain billing accounts for all parcels which have a Meter Service Facility or Service Only. As accounts are closed, new Inactive/Locked Accounts will automatically be opened in the name of the property owner if another applicant doesn't establish an account, with no lapse in time. Accounts will be opened in the name of the property owner based on information from the County of San Bernardino property tax records, without requirement for property owners to apply for service.

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 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

Before water service will be started for any new or existing Active/Unlocked Meter, the Applicant shall secure the account by depositing with the JBWD the amount specified in Article 13.

- 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. Cut off Deposit. Following cut off for non-payment, customer may be subject to a deposit equal to two times the standard Guarantee Deposit. Refund of cut off deposit is the same as refund of Guarantee Deposit.
- c. Damage/Lock Deposit. If a locked meter is unlocked or the meter is damaged, customer may be subject to a deposit equal to two and a half times the standard deposit. Refund of damage/lock deposit is the same as refund of Guarantee Deposit.

Water service will not be installed, connected, or turned on for any Applicant or customer until all delinquent charges for service or other charges on any or all accounts have been paid in full.

Guarantee Deposits will not automatically be refunded for customers whose account status changes from Active/Unlocked to Inactive/Locked since there is still a monthly charge incurred. Customers whose account status changes will have to meet the requirements as indicated above before Guarantee Deposit is refunded or applied to account.

ARTICLE 1.12 Guarantee Deposit Credit Check Process

Applicants who provide a social security number will have their credit checked. The results of the credit check will provide either a green, yellow or red 'score'. Deposit description, based upon the score received, is indicated below. The amounts of the various deposits are included in Article 13.

Green = good credit, no deposit required

Yellow = moderate credit,

Red = poor credit,

No Score = maximum deposit required

Applicants that don't provide a social security number will be required to pay the maximum deposit that will be held for 24 months of satisfactory payment history.

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 for this 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, Online Utility Exchange. The JBWD will provide an

Adverse Decision Letter to the Applicant whenever a yellow or red score is received. The letter provides contact information to assist the Applicant in correcting credit reporting inaccuracies.

ARTICLE 1.13 Inactive/Locked Meters

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

If locking devices are broken or removed from Inactive/Locked Meters or Servicess, 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 the lock or meter is damaged, the meter will be locked and the customer will be charged for materials and labor a~~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, and the water bill will be adjusted per Article 1.22. Guarantee Deposit on account will be increased to two and a half times the ~~standard-maximum~~ deposit amount. 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/Letter Ffee and a 48-hour waiting period before service can be locked off in these circumstances to notify the resident-occupant 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 1.15 After Hours Turn on Fee

A deadline will be established by the General Manager or a designee for same-day water service turn-on ~~after~~-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 after-hours service. If the ~~prospective~~-account holder does not comply with the after-hours turn on ~~policies~~ requirements including timely payment of fees and completion of the application process paperwork by the next business day, 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 ~~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

Bills for ~~metered~~-water service shall be rendered at the end of each billing period, in accordance with charges in Article 13. 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. Customer's Active/Unlocked water Sservice may be turned off after written notice from the JBWD and an opportunity to be heard, if payment is not made within thirty-five days of the billing date. Because they are already turned off, Inactive/Locked Services cannot be turned off due to non-payment, but Delinquent Account Service Charges per Article 13 will be incurred and properties may be subject to lien for unpaid charges. All past due charges must be paid before an Inactive/Locked Account is activated/unlocked in order to receive Active Water Delivery.

ARTICLE 1.19 Water Charges for Opening and Closing Bills

The ~~monthly~~ Basic Service Charge Fee 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

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.

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 Active/Unlocked Service may be 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 ~~1.41.33~~, 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

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 1.33, 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) Water Account Assistance Program

The Water Account Assistance Program ("WAAP") provides a method to request bill reduction for a bill of unknown or accidental origin as defined by the customer, specifically the WAAP application. The Program was created to assist customers who are victims of extraordinary or unusual circumstances.

~~The procedure includes the customer's written 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.~~

Guidelines for assistance

- Account holder must repair any leaks before receiving assistance.
- Customers are limited to two (2) WAAP's within a five (5) year period at the same location. A new owner-customer at the same location could be considered for additional assistance.
- Assistance is limited to two billing cycles; assistance is calculated by comparing the difference between the current and the prior year's bills for the month in question. If water bill is high for two consecutive months and equal to the \$400 difference that is a viable amount that will be considered.
- If the difference is less than \$400.00, the account is not eligible for a WAAP. A payment plan, giving additional time to pay without interest, will be offered.
- If the difference is more than \$400.00, the standard WAAP is 50% of the difference between the current and prior year's bills, to a maximum assistance of \$800. The other 50% of the bill is the customer's responsibility to pay. The customer may request a payment plan for the balance. A water survey will also be required before any assistance is provided.

The procedure includes a customer's written application and JBWD investigation. Until the JBWD receives a 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 Staff.

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 violation of the JBWD Rules and Regulations.

ARTICLE 1.24 Turn Off Meter for Non-Payment

Water meters will be turned off for non-payment of water or other JBWD charges after written notification, on or after the 35th day after the original date of the billing for service. Customer service turned off for non-payment of bills or charges will not be turned on again until all bills and charges, both past due and current, including double the guarantee deposit have been paid. Actual termination of water service will not be performed on any Saturday, Sunday, legal holiday or at any time during which the JBWD business office is not open to the public.

Inactive/Locked Meters are already turned off, so non-payment of charges will not affect the status of the meter. Payment in full of all past due charges must be made before an Inactive/Locked Meter can be activated/unlocked.

JBWD may require a copy of a rental agreement to restore service after being turned off for non-payment.

Single-unit residential or commercial turn off for non-payment requires at least a 48 hour notice prior to termination of service. JBWD is required to make a reasonable, good faith effort to contact an adult residing at the premises of the customer by phone or in person before service is terminated.

Multi-Unit Residential turn off for non-payment requires individual notification of all of the actual users of the water service 15 days before the proposed termination of service. The notice will inform the actual users that they have the right to become the customers of JBWD without being required to pay the amount due on the delinquent account, provided that:

- a. Each actual user meets the requirements of JBWD's Rules and Regulations governing water service; and
- b. Each actual user agrees to the terms and conditions applicable to obtaining water from JBWD.

If a customer has requested and been granted a payment arrangement or contract amortization agreement to extend their payment over a period not to exceed 12 months, and then fails to comply with the agreement, JBWD will commence termination of service by giving 48 hour prior written notice. After failure to comply with the payment arrangement or contract, the agreement will be terminated and the remaining balance is immediately due or account will be subject to cut-off within 48 hours. Failure to comply with payment arrangements or contracts will affect a customer's future eligibility for such arrangements or contracts.

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~~ can be locked off by JBWD although all service charges per Article 1.18 will continue. Upon returning, customer should contact the JBWD to have the account a new account will be opened subject to all new account requirements unlocked. Alternatively, the customer can lock off their own customer valve. If the JBWD locks and unlocks the meter, turn on/turn off charges in accordance with Article 13 apply.

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.

Inactive/Locked Accounts in the name of the property owner will be automatically established by JBWD for accounts as they are closed. An Active/Unlocked Account, allowing for Active 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

Accounts not paid on or before the date that they become delinquent may be assessed a one-time ~~D~~delinquent ~~A~~account ~~S~~service ~~C~~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 ~~D~~delinquent ~~A~~account ~~S~~service ~~C~~charges ~~will also be imposed~~ as indicated above.

ARTICLE 1.28 Payment Arrangements and Contracts

Customers that can't pay their bills by the scheduled cut-off date may be able to make a short-term payment arrangement or long-term contract, depending on amount and length of time for spreading payments, that gives them additional time to make payment. The JBWD will consider whether the customer qualifies for a payment arrangement or contract based on past payment history and track record of honoring previous commitments. Water service will not be terminated for any customer who complies with the ~~payment arrangement contract~~, if the customer also keeps the account current as new charges accrue in each subsequent billing period. The JBWD sends customers a letter indicating a payment arrangement or contract agreement, and the Tag/Letter Fee applies. After failure to comply with the payment arrangement or contract, the ~~agreement arrangement or contract~~ will be terminated and the remaining balance is immediately due or account will be subject to cut-off within 48 hours.

ARTICLE 1.29 Collection of Delinquent Accounts

The JBWD will attempt to collect all unpaid water charges including penalties and interest as follows:

a. Delinquent Accounts Held in the Name of the Property Owner

Unpaid charges on account held in the name of the property owner will be filed as a lien against the property.

b. Delinquent Accounts Held in the Name of non-Property Owners

When the closed account was in the name of other than the property owner, the property owner will be notified that upon a third occurrence of unpaid water bill, uncollected after 90 days, at that location within a three-year period, water service may only be turned on in the name of the property owner. Thereafter, service at that property will not be eligible to be turned on in the name of anyone other than the property owner unless the owner pays off all unpaid water bills or maintains the water account in the owner's name for five (5) years and meets the good payment requirements over the five-year period (no more than five delinquent payments no returned checks and no lock-off for non-payment).

Uncollected delinquent balances on closed accounts will be collected as follows:

- a. When opening a new account, any delinquent balance due from a closed account held in the name of the same ~~owner applicant~~ will be collected as a condition of establishing the new account
- b. When discovered, any delinquent balance due on a closed account held in the name of the same ~~owner customer~~ will be transferred to any other open account of the same ~~owner customer~~. Failure to pay the delinquent account balance when due will subject the accounts to ~~lockcut~~-off for nonpayment.

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

The JBWD offers several methods for making payment including cash, checks and credit card payments. Customers may pay by check or ~~cash credit card~~ in person at the JBWD offices or may sign up for the Auto Pay service where the JBWD will automatically draft payment from the customer's checking/savings account ~~or credit card account~~.

Credit card payments are not accepted at the JBWD office. Credit card payments must be made via the District's website or directly to Paymentus by calling toll free (855) 748-8527 or online at <https://ipn.paymentus.com/cp/jbwd>. Customers can also sign up with Paymentus to automatically draft payment from the customer's credit card account.

A payment drop box is located in the JBWD parking lot for use in dropping off checks 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 are picked-up from the drop box at the end of the business day on the payment due date. Payments dropped in the box after the end of business on the due date are considered delinquent. Payments must be received in the drop box by 5:00 PM on the payment due date in order to avoid delinquent charges.

Payments are picked up from the drop box at the beginning of the business day on cut-off day. Payments for accounts subject to cut-off or disconnection should not be dropped in the box after 7:00 am on cut-off or disconnect day.

~~Payments for accounts subject to disconnection should not be placed in the drop box after 7:00 am on the disconnect 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 or when JBWD is unable to make contact with customers or applicants by phone or e-mail.

ARTICLE 1.33 Meter Accuracy

All meters shall be tested prior to installation and no meter shall be installed that registers greater than the ~~American Water Works Association (AWWA)~~ 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.:

Residential meter flow standards:

98.55% to 101.5% 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, and no meter testing fee is due. If tested at the JBWD facilities, the customer may request to be present during the test. The standards listed in this Article will change automatically if the AWWA standards change. JBWD will also use the AWWA meter flow standards for larger, commercial meters.

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 also 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 the aApplication for nNew Customer's Meter Service Facility and pay all associated costs. The JBWD will examine the customer's Meter Sservice Ffacility 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 line, from the mainline to the Meter Service Facility, be installed. If the customer requests a meter larger than the size of his service linefacility, and the customer is willing to pay the cost to replace his service linefacility 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 all 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 will face criminal prosecution. Inactive/Locked Meters that are activated/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 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 (fix formatting issue)

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 home owner or occupant shall be responsible for the water bill. In addition, the person using water in this manner may (see Article 1.-39) also face criminal prosecution depending upon the circumstances of the situation.

ARTICLE 1.41 Non-Use of Meter (fix formatting issue)

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 weathering and erosion.

After twelve (12) months of non-use, water meters will be removed and account status will be changed to Inactive/Locked. Billing of the Basic Fee will continue and customer will need to re-apply for Active/Unlocked Service, including payment of the Meter Reinstallation Fee.

ARTICLE 13: RATES AND CHARGES

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 13.1 Variance Application Processing Fee.

A fee of \$25.00 is payable upon the submission of a Variance Application for water and wastewater facilities. If the ~~District~~ JBWD determines that a complex matter requires that professional services be obtained or significant research/work is required by JBWD staff, the applicant will pay all of the cost of such services. The JBWD will provide a written estimate of the fees to the applicant who must deposit the same amount with the JBWD prior to commencement of work. If the fees deposited are insufficient to pay all costs incurred to evaluate the variance request, a bill for the balance will be sent to the applicant and must be paid before work evaluating the variance request will continue. If the fees deposited exceed the amount required, the JBWD will refund the balance.

ARTICLE 13.2 Water Availability or Standby Charges

~~This charge~~ Water availability or standby charges is are an annual charges established pursuant to the ~~County Water District law~~ Government Code. The degree of water availability to the various zones, based on proximity to existing water mainlines, within the ~~JBWD District~~ is established through application of the following principles the basis for the zone charges. Standby charges are collected through the County of San Bernardino on the ~~parcel~~ tax rolls. The criteria will apply throughout JBWD District wide in all improvement districts; o. Only the rates change from one improvement district zone to the next. Rates are set on an annual basis with a public hearing. See Exhibit B.

ARTICLE 13.3 Guarantee Deposit

Applicants who provide a social security number will have their credit checked. The results of the credit check will provide either a green, yellow or red 'score'. Deposit amounts, based upon the score are indicated below.

Green = good credit, no deposit required

Yellow = moderate credit, \$100 deposit required, 24 months satisfactory payment history

Red = poor credit, \$100 deposit required, 24 months satisfactory payment history

No Score = \$100 deposit required, 24 months satisfactory payment history

Applicants that don't provide a social security number will be required to pay a \$100 the maximum deposit that will be held for 24 months of satisfactory payment history as defined in Article 1.11.

Existing JBWD customers transferring service from one address to another who meet the satisfactory payment requirements of Article 1.112 will not be required to provide a new guarantee deposit to start service at the new address.

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

ARTICLE 13.4 Water Turn on

Turn on new service account – next day or same day, before the deadline for same-day service	\$15.00
Turn off or turn on of existing account, requested by customer other than when account is closed n after voluntary turn off (vacation) before the deadline for same-day service	10.00
Turn on or turn off after the deadline for same day turn on service	_____ 85.00

Amended by Resolution #14-914 on 01 15 14

ARTICLE 13.5 Basic Fee.

The basic **monthly** fee for availability of water service, which includes no water used, is as follows:

Meter	Capacity	<u>MONTHLY FEE BASED ON METER SIZE, effective date</u>				
<u>Size</u>	<u>(gpm)</u>	<u>—3-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-</u>
18	formatting issue					
¾” & 1”	30 & 50	\$24.31	\$24.80	\$25.29	\$25.78	\$27.58
1-1/2 “	100	\$81.03	\$82.67	\$84.30	\$85.93	\$91.95
2”	160	\$129.65	\$132.27	\$134.88	\$137.49	\$147.11
3”	300	\$243.09	\$248.01	\$252.90	\$257.79	\$275.84

Accounts with inactive/locked meters will be responsible for payment of the fixed Basic Fee, but are not eligible to receive active water service through their meters until the customer has made application to the JBWD, and complied with requirements of Articles 1.9, 1.10 and 1.11.

If a customer is required to oversize the domestic meter for the sole purpose of fire protection (sprinklers), the Basic Fees and Capacity Charges will be calculated on the minimum allowable service size, as determined by the AWWA Standards or by the customer, in writing, from the Building/Fire Department.

ARTICLE 13.6 Monthly Water Flow Charges

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

For 3/4" and 1" meters

Consumption RATE PER UNIT (\$ PER HUNDRED CUBIC FEET), effective date

<u>(UNITS)</u>	<u>3-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-</u>
<u>18 formatting issue</u>					
0-5 units	\$2.30	\$2.50	\$2.75	\$3.00	\$3.21
5.01-10 units	\$2.60	\$2.90	\$3.20	\$3.50	\$3.75
10.01-20 units	\$2.90	\$3.30	\$3.65	\$4.00	\$4.28
20.01 + units	\$3.20	\$3.70	\$4.10	\$4.50	\$4.82

For 1-1/2", 2" and 3" meters

Unit rate for all water use	\$2.71	\$3.07	\$3.43	\$3.79	\$4.06
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ARTICLE 13.7 (Rescinded)

ARTICLE 13.8 Delinquent Account Service Charge

Delinquent accounts will be charged 1.5% per month service charge on the unpaid balance plus a one-time 10% penalty on the original unpaid balance.

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 including materials, labor and equipment plus fifteen percent (15%) to cover administrative and overhead cost.

Monthly service charge:

MONTHLY CHARGE BASED ON DEVICE SIZE, effective date

<u>Device Size</u>	<u>3-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-18</u>
2"	\$13.50	\$11.58	\$12.28	\$12.62	\$13.50
3"	\$27.02	\$23.15	\$24.54	\$25.25	\$27.02
4"	\$54.04	\$46.29	\$49.07	\$50.50	\$54.04
6"	\$81.06	\$69.45	\$73.62	\$75.76	\$81.06
8"	\$121.57	\$104.60	\$110.41	\$113.62	
	———— <u>\$121.57</u> <u>formatting issue</u>				

If a customer is required to oversize the domestic meter for the sole purpose of fire protection (fire sprinklers), the Capacity Charge and monthly Basic Fee will be calculated on the minimum allowable service size, as determined by AWWA Standards or by the customer, in writing, from the Building Department.

ARTICLE 13.11 Fee for Permit to Supply Water for Domestic Irrigation to Adjoining, Same Ownership Parcel

The fee for a permit charged to a customer requesting to supply water to a parcel with no meter from the meter already installed on an adjoining parcel, owned by the same customer. This Fee must be paid prior to supplying water to second parcel, and must be renewed on an annual basis. The Fee is based on the monthly basic fee per meter size and changes as Article 13.6 changes.

The Fee is imposed as follows: Joe discontinued this although still in Rules – what to do?

Size Annual Fee

5/8 x 3/4 inch	\$300.00
3/4 inch	\$300.00
1 inch	\$501.00

ARTICLE 13.12 Backflow/Cross-Connection Devices

\$25.00 annually, payable in January of each year, will be charged to customers required to install and maintain a Backflow/Cross-Connection Device. Joe discontinued this although still in Rules – what to do?

ARTICLE 13.13 Charge for Temporary Service

The following charges apply to all temporary services.

Guarantee Deposit A deposit of \$250.00 is required for temporary water services.

Minimum Charge and Quantity Rate: The charges for temporary service shall be the charges applicable under Article 13.5 and 13.6, plus a surcharge equal to ~~plus a surcharge of 50% on the Bi Monthly Service Fee and Water flow charge.~~

Temporary Service Installation Charge: For all temporary service installations, the charge will be \$30.00. This charge also applies each time that the temporary service is moved at the request of the customer.

ARTICLE 13.14 ~~Mainline Extension Project Application Fee~~

~~An application fee of \$25.00 will be charged for all Mainline Extension applications, either residential or commercial, for water and wastewater facilities.~~

ARTICLE 13.15 Charge for Cancellation of New Service Facility Installation Application

There is a charge of \$50.00 for cancellation of new service facility installation applications where all fees have been paid and the customer requests refund of fees. This charge is to cover the ~~District JBWD~~ costs in handling this transaction. If installation of the service facility has commenced or been completed, customer will be charged for all work completed to-date including administration/overhead and that amount will be deducted from fees paid and a refund for the balance provided, if any.

ARTICLE 13.16 Standard Front Footage Fee

This fee applies to water service applicants that connect to the water system where the ~~District JBWD~~ has installed or replaced a mainline since 1997 (Reimbursement Agreements) or where the applicant has been approved for a Remote Meter.

The Standard Front Footage Fee will be the amount of the most recently calculated front footage reimbursement fee (e.g. 2008 H Zone, \$37 per foot) as approved by the Board of Directors. See Article 13.18.1

- (a) Reimbursement Agreements: (Where the ~~District~~-JBWD has installed or replaced the mainline since 1997). The total Fee is computed based upon the measurement of the front footage of the parcel as it sits adjacent to the mainline (property corner to property corner) multiplied by the Standard Front Footage Fee (price per foot).

Remote Meters: The total Fee is computed based upon the measurement from the applicant's service line point of connection with the existing mainline to the furthest end of the applicant's property corner that sits adjacent to the future mainline location, as determined by ~~District~~ JBWD staff, multiplied by the Standard Front Footage Fee (price per foot).

ARTICLE 13.16.1 Standard Wastewater Front Footage Fee

This fee applies to wastewater service applicants that connect to the wastewater system where the ~~District~~-JBWD has installed or replaced a wastewater mainline. The standard Wastewater Front Footage Fee will be the amount of the most recently calculated front footage reimbursement fee as approved by the Board of Directors.

ARTICLE 13.17 Plan Check and Processing and Inspection Fees

The cost of plan check and processing, feasibility studies and inspection shall be borne by the applicant for water and wastewater facilities. Fees shall be the actual cost of services plus 15% for ~~District~~-JBWD administration/overhead. The JBWD ~~District~~ will provide a written estimate of the fees to the applicant who must deposit the same amount with the ~~District~~-JBWD prior to commencement of work. If the fees deposited are insufficient to pay all costs incurred by the ~~District~~JBWD, a bill for the balance will be sent to the applicant and must be paid before water service will be initiated, or before a Wastewater Certificate of Compliance will be issued. If the fees deposited exceed the amount required, the ~~District~~-JBWD will refund the balance.

ARTICLE 13.18 Meter Installation Fees – *Updated with Resolution #15-947 on 03 04 15*

A County-assigned service address, and building permit or proof of application for same is required in order to purchase a water meter.

NEW TRACT INSTALLATION: This fee applies to the Copper Mountain Mesa Assessment District for all original parcels with services already installed as part of the original project and for approved tract maps or parcel maps where installation of all water system facilities, except for the water meter, will be done by the developer's contractor. After acceptance of the developer-installed system, the ~~District~~JBWD will set the meter at the following fees:

Meter Size	Fee
¾ inch	\$585.00

1 inch	669.00
All larger	Cost + 15%

NON-TRACT INSTALLATION: The fee includes material and labor associated with installation of the pipeline, connecting valves and fittings and a meter/control facility to extend water service from a main to a property line for the use of a separate premise.

Meter Size	Fee
¾ inch	\$1,911.00
1 inch	2,002.00
1-1/2"	Cost + 15%
All larger	Cost + 15%

ARTICLE 13.18.1 Front Footage Fee

Mainline installation or replacement projects in the following areas have been installed at ~~District~~ JBWD expense. Future development of parcels in the following project areas requires payment of a Front Footage Fee, per foot of frontage along the mainline. See Article 7.5.

Copper Mountain College, December 2004:	\$26.00 per foot
H Zone, October 2008:	\$37.00 per foot

~~ARTICLE 13.18.2 Remote Meter Front Footage Payment Plan (Deleted per Resolution #13-907)~~

Article 13.18.2 Meter Reinstallation Fee

There is a \$40 charge to reinstall a meter that has been removed by JBWD staff.

ARTICLE 13.19 Water Capacity Charges

This charge is used to provide for a source of supply, pumping, transmission and storage needed as a result of new demands caused by new residential/commercial/industrial/agricultural services, or new single family service. The Capacity Charges shall be computed by the ~~District~~ JBWD and collected as follows and shall be automatically adjusted effective on the 1st day of January of each calendar year following the adoption of Resolution #07-807 (For example, 1/1/08) based upon the change in the Engineering News-Record Construction Cost Index (ENR-CCI 20 Cities) starting from the base month of June, 2006. (For example, the first automatic increase taking effect 1/1/08 shall be based on the increase in said index from June, 2006 to June,

2007. The second automatic increase taking effect 1/1/09 shall be based on the increase in said index from June, 2007 to June, 2008 and so forth.

Size	Ratio	Charge
¾"	1.00	\$ 3,852. <u>3,945.00</u>
1"	1.67	6,417. <u>6,572.00</u>
1 ½"	3.33	12,833 <u>13,144.00</u>
2"	5.33	20,535 <u>21,032.00</u>
3"	10.67	38,503 <u>39,435.00</u>

If a customer is required to oversize the domestic meter for the sole purpose of fire protection (sprinklers), the Basic Fees and Capacity Charges will be calculated on the minimum allowable service size, as determined by the AWWA Standards or by the customer, in writing, from the Building/Fire Department.

ARTICLE 13.19.1 Wastewater Capacity Charges

This charge is used to provide for a source of wastewater treatment, pumping, collection, transmission, and related facilities needed as a result of new demands caused by new single family residential, multi—family residential, commercial, industrial, and agricultural development. It is a charge levied on each new development that will contribute a rightful share of the costs of the ~~District's-JBWD's~~ wastewater facilities. The Capacity Charges shall be computed by the ~~District-JBWD~~ and collected as follows and shall be automatically adjusted effective on the first day of January of each calendar year following the adopting of Resolution #09-851 (For example, 01/01/2011) based upon the change in the engineering News-Record Construction Cost Index – Los Angeles (ENR-CCI LA) starting from the base month of June, 2009. For example, the first automatic increase taking effect 01/01/2011 shall be based on the increase in said index from June 2009 to June 2010. The second automatic increase taking effect 01/01/2012 shall be based on the increase in said index from June 2010 to June 2011 and so forth.

Single Family Residential: 1 Equivalent Dwelling Unit (EDU) = ~~\$5,788~~
5,918.00

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: ~~\$5,418-5,918.00~~ per EDU with the number of EDUs to be determined by District Engineer based on plans provided.

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.

Capacity Charges do not apply to additions to existing residential units, unless a larger meter is required to provide service, but will apply to any new residential structures including a second home on a parcel, other than guest house.

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

~~Capacity Charge will be collected at the District's option either with the "will serve" letter, or prior to issuance of a Building Permit, but in any case no later than the time of Certificate of Occupancy as feasible in each case to assure that the District receives payment.~~

If a customer is required to oversize the domestic meter for the sole purpose of fire protection (sprinklers), the Basic Fees and Capacity Charges will be calculated on the minimum allowable service size, as determined by the AWWA Standards or by the customer, in writing, from the Building/Fire Department.

ARTICLE 13.20 Refund Agreement Processing Fee

The preparation and processing fees for refund credit agreements will be as follows:

- (a) Initial preparation costs shall be \$25.00 plus \$25.00 for each separate parcel covered.
- (b) Annual processing costs shall be \$5.00 for each collection made.

~~ARTICLE 13.20.1 (Deleted per Resolution #13-907)~~

ARTICLE 13.21 Meter Exchange Cost

For meter size changes (either increase or decrease in size), the customer shall pay:

- The current cost of the new meter, including the difference in Capacity Charges;
- The current cost of the installation materials;
- The current cost for equipment;
- The current cost for field labor;
- The processing (1/2 hour office time).

No refund for materials already in use is provided, nor refund of any Capacity Charges.

ARTICLE 13.22 Charge for Customer Requested Meter Accuracy Testing

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

Meter Size	Charges
5/8 x 3/4 inch	\$ 40.00
3/4 & 1 inch	\$ 40.00
1-1/2 & 1 inch	\$ 75.00
All larger	Cost + 15%

Any meter found to be registering ~~more than 2% outside of the American Water Works Association meter flow standards, either higher or lower, fast~~ will result in a ~~billing adjustment and~~ refund of the meter testing fee. See Article 1.22 for meter adjustments as a result of meter error. The meter accuracy testing fee will not be charged if the meter has not been tested during the previous 5-year period.

ARTICLE 13.23 Hydrant Testing

The charge for customer requested fire flow testing of hydrants shall be \$55.00 per hydrant.

ARTICLE 13.24 Broken Locking Device Fee

When an account has been locked off and the locking device is broken, the account holder will be charged \$25.00 for replacement of the locking device.

ARTICLE 13.25 Charge for District JBWD Documents

The charges for various District JBWD documents will be as follows:

DESCRIPTION	CHARGE
Rules & Regulations	\$ 0.25 per sheet
Specifications	\$30.00 per copy
Water Master Plan (incl. maps)	\$30.00 per copy
System Atlas	\$30.00 per copy
Research (Retrieve Documents)	\$25.00 per hour (\$5.00 minimum)
Computer Printout	\$ 1.00 per page (\$2.00 minimum)
Copies	\$ 0.25 per sheet

ARTICLE 13.26 ~~48-Hour~~ Tag/Letter Fee

When the ~~District JBWD~~ is required to prepare ~~and or~~ deliver a ~~48-hour tag or letter~~ because of pending account termination (account cut-off, returned check, confirmation of payment arrangement or contract, etc.), or inability to make contact with customer or applicant by phone or e-mail, the ~~account holder- customer or applicant~~ 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

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 actual cost plus overhead.

The General Manager or designate may authorize the temporary sale of water to other water agencies for a two-week period or less. Temporary water service to other water agencies for a period longer than two weeks requires authorization by tThe Board of Directors._ may authorize the temporary service for a period of longer than 14 days.

JOSHUA BASIN WATER DISTRICT
MEETING AGENDA REPORT

Meeting of the Finance Committee

January 25, 2015

Report to: Committee Members

Prepared by: Susan Greer

TOPIC:
DISCUSS METER DAMAGE POLICY

RECOMMENDATION:
Information only

ANALYSIS:
The District's meter damage policy (Rules & Regulations, Article 1.36) was changed significantly a few years ago and it is time to discuss how that new policy is working and consider changes. The language from Article 1.36 is below:

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.

STRATEGIC PLAN ITEM:
N/A

FISCAL IMPACT:
N/A