

RULES AND REGULATIONS

Palmdale Water District

Rules and Regulations

Updated & Distributed April 2025

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PALMDALE WATER DISTRICT

RULES AND REGULATIONS

The District was formed under the provisions of Division 11 of the Water Code of the State of California. Under the law, the District's primary functions are to acquire, control, conserve, store and distribute water for the beneficial use of inhabitants and water users within the District. The Water Code authorizes the District to establish rules and regulations governing its operations. The District has determined that it is in its best interest to adopt the following rules and regulations regarding the provision of water service.

ARTICLE 1: GOALS AND OBJECTIVES

The overall objective of the District is to make available the highest quality water at the lowest possible cost. To this end, the District shall provide water service with the following guidelines:

1.01: OPERATIONS

To operate the water supply, treatment, storage and distribution facilities in a manner to provide the most economical and dependable service possible.

1.02: PLANNING

To provide for the studies, designs and plans for water system facilities to meet present and future demands for water service.

1.03: EQUITABLE ALLOCATION OF COSTS

To establish such rates, charges, fees and assessments necessary to meet the costs of providing service and to equitably allocate such costs.

ARTICLE 2: SCOPE OF RULES AND REGULATIONS

These rules and regulations are adopted by the Board of Directors with respect to the operation of the District and the provision of water service. The Board has the right to amend, change and supplement these rules at any time.

2.01: SEVERABILITY

If any rule or regulation contained herein shall be found to be unenforceable, such decision shall not affect the remaining portions of these rules and regulations.

2.02: APPLICABILITY

These rules and regulations apply to the Board, all District personnel and any persons obtaining utility service from the District.

ARTICLE 3: DEFINITIONS (Revised 9-12-12)

Unless the context specifically indicates otherwise, the following terms shall, for the purposes of these rules and regulations, have the following meanings:

A. **Applicant:** Any person or entity applying to the District for water service.

B. **Assessment Parity Charge:** A charge to applicants for permanent water service based upon that acreage being served, in accordance with the provisions of the rules included herein.

C. **Board:** Board of Directors of the Palmdale Water District.

D. **Capital Improvement Fee:** A charge to developers designed to cover the cost of additional facilities necessitated by new development within the District, in accordance with the provisions of the rules applicable to developers included herein.

E. **CEQA:** The California Environmental Quality Act.

F. **Cleaning and Walk-Thru Water Service:** Provision of water for a maximum of five working days to facilitate cleaning and showing of property for sale or rent.

G. **Commercial Service:** Provision of water for use in connection with commercial premises devoted primarily to operations for profit.

H. **Consumer:** Any person, association, corporation or governmental agency supplied or entitled to be supplied with water service for compensation by the District.

I. **Cross-Connection:** Any connection between District facilities and any source containing unapproved water or a substance that is not approved as safe, wholesome and potable.

J. **Developer:** Any person or entity developing and/or subdividing land within the District for the purpose of constructing new commercial or residential units.

K. **Disconnection:** The termination of water service to the Consumer affected by turning off and locking the meter at the service connection.

L. **District:** The Palmdale Water District, Palmdale, California.

M. **Engineer:** A qualified registered engineer, appointed to act for the District.

N. **Facilities:** The wells, pipelines, meters, pumps, storage facilities, buildings, structure connections, fittings, valves and other fixtures and appurtenances comprising the production, transmission and distribution system owned by the District for the purpose of delivering water to Consumers within the District.

O. **Industrial Service:** Provision of water to industrial premises where the water is used primarily in manufacturing or processing activities.

P. **Main Extension:** The extension of water distribution mains beyond existing facilities in accordance with the provisions of the rules applicable to main extensions included herein.

Q. **Manager:** The General Manager of the Palmdale Water District, or the person authorized by the Manager, or the Board, to act for the General Manager.

R. **Meter:** The appurtenance owned by the District at the service connection by which the District measures the quantity of water delivered through District facilities to the Consumer.

S. **Premises:** The integral property or area, including improvements thereon, to which water service is, or is to be, provided.

T. **Private Fire Protection:** Provision of standby quantities and pressures of water as available for fire protection purposes through sprinkler systems and fire hydrants located on private property, rather than through public fire hydrants operated by public authorities for general fire protection.

U. **Residential Service:** Provision of water for household purposes and other similar and customary purposes pertaining to structures with a primary purpose of providing domestic service, single family dwellings including apartments, town houses and condominium.

V. **Service Laterals:** The connection between the District's water mains and the water meter and service connection, including all of the pipe, fittings and valves necessary to make the connection.

W. **Service Connection:** The point of connection of the Consumer's piping with the meter and Service lateral owned by the District.

X. **Surplus Property:** Real property owned by the District that is determined by the Board to be unnecessary for District purposes.

Y. **Temporary Service:** Provision of water on a temporary basis for construction purposes.

ARTICLE 4: BOARD OF DIRECTORS (BoD) (Revised 3-11-15, Resolution No. 15-7, Appendix EE)

4.01: NUMBER OF DIRECTORS

The number of Directors shall be five (5) members elected at large from the District, each to be a resident and voter of one of the five voting Districts. (Water Code, §§ 21550, 21551.)

4.02: VOTING DISTRICTS (Revised 3-14-22)

There shall be five (5) voting divisions with the boundaries as established by the Board of Directors to equalize, as best as possible, the number of registered voters in each voting division. These boundaries shall be adjusted with approval of the Board when deemed necessary. Resolution 22-3 and the PWD Boundary and Elective Division Map are attached hereto as Appendix A. (Water Code, § 21605.)

4.03: MEETINGS OF THE BOARD

4.03.1 REGULAR MEETINGS OF THE BOARD (Revised 2-28-18)

(a) Regular meetings of the Board are held on the second and fourth Monday of each calendar month at 6:00 p.m. or the time and dates set on the agenda when necessary. If the regular meeting falls on a holiday, the meeting time will be re-scheduled before or after that date as the Board directs.

(b) The District shall comply with all public noticing requirements of the Ralph M. Brown Act, codified at Sections 54954.5 through 54957.10. Additionally, the District shall specifically comply with the following noticing provisions at least 72 hours before the time of the meeting:

(i) The District shall provide notice by electronic mail, in the form of a final agenda, to a local newspaper of general circulation, radio or television station requesting such notice in writing.

(ii) The District shall post the agenda at the District Offices in a location visible and freely accessible to members of the public, and on the District's Internet Website, www.palmdalewater.org.

(iii) The District shall mail, by U.S. mail and electronic mail, copies of the agenda or agenda packets requested by any person pursuant to Government Code, Section 54954.1.

(iv) The General Manager shall ensure electronic mail delivery and personal delivery of the agenda and agenda packets to each member of the Board.

(v) The District shall prepare meeting minutes in accordance with the guidelines established in Appendix JJ.

(c) The Palmdale Water District will provide an interpreter to assist the public in making comments under Regular Board Meeting Agenda Item No. 4 'Public comments for non-agenda items' and under any action items where public input is offered during the Regular Board Meeting.

Requests for this service must be received at least 48 hours before the Regular Board Meeting by calling the Executive Assistant at 661-947-4111 x1003. Spanish interpreters will be made available at all formal public hearings and will require no formal requests for service. Requests for other interpreting services must be received at least 48 hours before the formal public hearing.

Interpreting services will not be available to translate the entire Regular Board Meeting, and these services will also not be available for Board Committee Meetings.

4.03.2 SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board shall be held at a time and place as may be designated by the presiding officer or by a 3/5ths majority of the members of the Board. Special meetings shall comply with the requirements of Government Code, Section 54956 and 54956.5. Upon direction by the presiding officer, or a 3/5 majority, the General Manager shall ensure electronic mail delivery and

personal delivery of the agenda to all members of the Board at least 24 hours prior to such special meeting. The General Manager shall also ensure delivery to all members of the Board of all documents that will be included in the agenda packet as soon as reasonably practical.

4.03.3 EMERGENCY MEETINGS OF THE BOARD

(a) In case of an emergency or dire emergency involving matters upon which prompt action is necessary due to disruption or threatened disruption of public facilities, or activity that severely impairs public health, safety, or both, an emergency meeting of the Board may be held at a time and place as may be designated by the presiding officer without complying with the 24-hour prior notice requirement. The Board of Directors designates the General Manager with the discretion to determine the existence of an emergency for purposes of this Section. The General Manager shall ensure telephonic notice one hour in advance of the meeting to all members of the Board, all media who has requested notice of meetings in writing, followed by written confirmation through electronic mail.

(b) In the event of an emergency, the General Manager may be required to take certain actions before a special meeting of the Board may be held. Accordingly, the Board of Directors has authorized the General Manager to hire such additional personnel, equipment and contractors as deemed necessary to make repairs, alteration and modifications to the District's facilities that are required when emergencies occur. (Motion approved February 13, 1962; Resolution, dated February 20, 1969.)

4.03.4 QUORUM

The quorum consists of three Board Members. A quorum must be present for the Board to take action on any matter. A 3/5 Board majority is required for any action by the Board, except for a motion to adjourn or a motion to adjourn for a stated time.

4.03.5 BOARD MEETINGS: RULES OF PROCEDURE

The conduct of the meetings of the Board of Directors, Board committees, and Board workshops, is governed by the Rules of Procedure attached hereto as Appendix DD. In the event a question of procedure is not addressed by the District Rules of Procedure, Robert's Rules of Order shall apply. Failure to comply with any portion of the District Rules of Procedure or the Robert's Rules of Order shall not render any action by the Board void.

4.04: BOARD ACTION

The Board may take action by motion, resolution, or ordinance. The affirmative vote of at least three Directors is necessary for the Board to take action. Motions and resolutions may be adopted on voice and/or mechanical vote: roll call shall be taken if requested by any Director. Ordinances shall be adopted on roll call vote.

4.04.1 ORDINANCES

Where an ordinance is required by statute, but the procedure for such ordinance is not specified, the Board shall adopt the ordinance as follows:

1. The ordinance shall be noticed as an agenda item for two consecutive Board meetings.
2. The ordinance shall be introduced and read at two consecutive regular Board meetings, unless a motion is made and passed by a majority of the Board to waive the full reading of the ordinance. The ordinance may then be passed.
3. The ordinance shall become effective thirty (30) days after adoption and shall be published, within ten (10) days after its adoption, at least once for one week in a newspaper of general circulation within the boundaries of the District.

4.05: OFFICERS OF THE BOARD (Revised 7-9-18)

The officers of the Board shall be:

President, Vice President, Treasurer, Secretary, and Assistant Secretary.

Officers shall be elected by a 3/5 majority vote of the Board. The Board shall reorganize every two years, following an election, unless by a 3/5 majority vote the Board approves a reorganization at any other time.

4.06: DUTIES AND OBLIGATIONS OF THE OFFICERS OF THE BOARD

Other than the duties and obligations specified herein, Officers have no rights or authority different from any other Director. In addition to such duties and obligations imposed by law or by action of the Board of Directors, the duties of each Officer of the District are as follows:

4.06.1 PRESIDENT

Preside over and conduct all meetings of the Board, including maintaining the order pursuant to the Rules of Procedure adopted by the Board and attached hereto as Appendix DD, to ensure constructive and democratic meetings and help, not hinder, the business and discussion of the Board. Carry out the resolutions and orders of the Board. Exercise other powers and perform other duties as prescribed by the Board in these Rules and Regulations and by other actions of the Board. Approve Board meeting agendas. Form or disband standing and ad hoc committees. Appoint committee members and the Chair of said committees. Sign all agreements to which the District is a party. Write and/or sign correspondence on behalf of the Board and PWD. In the event of an early vacancy in the office of the Presidency, the Vice President shall become the President.

4.06.2 VICE PRESIDENT

Exercise the duties of the President in the absence of, when the President stands down, or when the President is unable to continue in his/her duties due to any

other reason. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

4.06.3 TREASURER

Sign financial instruments as required and serve as the Finance Committee Chair. The Treasurer acts on behalf of the President in the event the President and Vice President are unable to do so. In the event of an early vacancy in the position of Treasurer, the Board shall elect a new Treasurer in accordance with Section 4.04.

4.06.4 SECRETARY

Certify or attest to the actions taken by the Board. Sign the minutes of the Board meeting following their approval. In the absence of the Secretary from any meeting at which the Board approved meeting minutes, the Assistant Secretary, if present, shall sign the meeting minutes. In the event of an early vacancy in the position of Secretary, the Board shall elect a new Secretary in accordance with Section 4.04.

4.06.5 ASSISTANT SECRETARY (Approved 7-9-18)

Exercise the duties of the Secretary in the absence of or when the Secretary is unable to continue in his/her duties due to any other reason. In the event of an early vacancy in the position of Assistant Secretary, the Board shall elect a new Assistant Secretary in accordance with Section 4.04.

4.07: DUTIES AND OBLIGATIONS OF ALL DIRECTORS

4.07.1 RULES OF CONDUCT

The Board of Directors shall at all times conduct itself in accordance with all applicable Federal laws, State laws, Local laws, and the District's Rules and Regulations. Any violations by any Director of these Rules and Regulations, including this Article IV, may be addressed by the Board in the manner provided in the Rules of Procedure, attached hereto as Appendix DD at Section IV.B.

4.07.2 PARTICIPATION IN OFFICIAL BUSINESS OF THE DISTRICT

Directors shall attend all regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, including those listed in Appendix V. In the event a Director is unable to attend a meeting, or other official business of the District, the Director shall notify the President and General Manager with as much advance notice as reasonably practical, or as soon thereafter as reasonably practical. Failure to attend four consecutive regular meetings of the Board, without the prior approval of the Board, will result in loss of committee assignments. The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next regular Board meeting.

4.07.3 DIRECTOR COMPENSATION **(Revised 6-14-21)**

(a) The District has set Director compensation per Ordinance No. 21-1 attached hereto as Appendix V. The Board of Directors shall be compensated for attendance at regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, at a rate of $220 .00 per day up to the maximum number of days per month and the maximum annual compensation allowable by law. In addition, Directors shall be entitled to compensation for a day of service in attendance at all meetings and occurrences listed and as indicated in Appendix V, as the Board of Directors has determined those meetings and occurrences constitute performance of official duties rendered as members of the Board. Each Director shall submit, on a form provided by PWD and signed by the Director, the number of days of attendance for which compensation shall be made. Email or FAX submittal of the form shall be acceptable with signature to follow. Compensation for purely social functions is not allowable.

Each individual Director shall have an annual budget amount as set in the District's annual budget, and Director budget funds shall not be transferred from one Director's individual budget to another Director's individual budget. The Director annual budget includes all compensation, available health benefits chosen by the Director, and allowable expenses.

(b) Requests for compensation and expense reimbursement relating to any meeting or event not listed in Appendix V shall not be approved, unless the Board determines that the meeting constitutes one of the following:

(i) A conference or organized educational activity conducted in compliance with Government Code Section 54952.2, including, but not limited to, required ethics training pursuant to Government Code Section 53234, *et seq.*

(ii) A meeting or event attended at the formal request of the Board, including an event to recognize, any employee of the District, or members of the public.

(iii) A meeting or event necessary to further communications with representatives of regional, state and national government on District functions.

(iv) A meeting or event of regional, state and national organizations whose activities affect the District's interests.

(c) All meetings for which compensation is requested shall be reported on by the Director, either orally or in writing, at a Regular Board meeting prior to receiving compensation.

(d) If a Director registers for a meeting, conference, etc. and cancels for a non-emergency reason, any remaining costs after cancellation shall be charged to the Director's budget.

(e) All requests for compensation shall be submitted monthly for processing

to the General Manager, Finance Manager, or Executive Assistant by or at the first Regular Board Meeting of the following month. Meetings claimed on completed compensation forms will have been reported by a Director at a Regular Board Meeting in accordance with AB 1234 requirements and District policy. The time limit to claim any compensation for attendance at meetings, conferences, or occurrences as included in Appendix V shall be thirty days from the date of the meeting, conference, or occurrence. Payment for meetings and expense reimbursements will be made available on the third Wednesday of the month, and any compensation forms submitted after the deadline will be held for payment the following month.

4.07.4 DIRECTOR EXPENSES (Revised 4-26-21)

The District has set the reimbursement for Director expenses as provided herein, pursuant to Water Code, Section 20200, *et seq.* and Government Code, Section 53232, *et seq.* Directors shall be compensated for actual, reasonable and necessary expenses incurred for participating in activities approved in advance by the Board of Directors or as allowed as indicated in Appendix V attached hereto, and that further the goals and interests of the District.

This policy is intended to result in no personal gain or loss to a Director and no reimbursement shall be allowed for transportation, lodging, meals or incidental expenses of spouses, family members or guests of a Director traveling with the Director to an authorized event.

Directors shall exercise prudence in all expenditures. Requests for reimbursement must be accompanied by detailed receipts showing each item purchased and documentation and shall be submitted on a form provided by the District (included in Appendix V) and signed by the Director. Email or FAX submittal of the form shall be acceptable with signature to follow.

The following guidelines and criteria for reimbursement while traveling on District business have been established for District employees and shall also apply to Directors:

a. Credit Card Use:

Credit cards are issued to Directors and are to only be used for District business and expenses. No personal items may be charged on District credit cards, and all charges must be in line with travel guidelines and policies, and detailed and summary receipts. Director Expense Reports must be submitted within one month of credit card charges.

b. Mileage:

The mileage reimbursement rate to operate privately-owned vehicles used on District business will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance subject to reimbursement should be calculated based on actual miles traveled.

c. Air Travel:

Air travel should be booked as the least expensive flight. First class travel is prohibited unless there is no other alternative available and the travel on that particular flight is absolutely necessary.

d. Car Rentals:

It is the District's policy to allow the rental of a mid-size automobile for District business. Additional car rental loss and damage coverage may be required, and this requirement should be reviewed with Human Resources prior to rental.

e. Meals:

Partial Day Travel	Full Day Travel
Breakfast $15	$75/day
Lunch $20	
Dinner $40	

- There will be no reimbursements or District expenditures for alcohol.
- To be eligible for breakfast reimbursement: Travel must have started prior to 7 a.m. or have stayed overnight;
- To be eligible for lunch reimbursement: Travel must have started prior to 11 a.m. or have stayed overnight. If travel ends prior to noon, lunch expenses will not be eligible for reimbursement.
- To be eligible for dinner reimbursement: Travel must have started prior to 4 p.m. or have stayed overnight. If travel ends prior to 6 p.m., dinner expenses will not be eligible for reimbursement.

f. Lodging:

The reimbursement rate should not exceed the published conference rates for lodging unless the conference hotels are completely full. If full, a hotel with comparable lodging costs should be chosen. The District will not pay for any hotel costs prior to or past the conference start or end dates unless the conference is greater than 60 miles or more than one hour of travel time from the District, which could require attendance the night before the start of the conference.

g. Parking:

Parking for District travel shall be reimbursed.

All requests for reimbursement shall be submitted monthly to the General Manager, Finance Manager, or Executive Assistant by or at the first Regular Board Meeting or within 30 days of the event after the expenses were incurred or expenditures made. The General Manager shall ensure prompt payment of the reimbursable expenses and all questions regarding payment of reimbursable expenses to the staff shall be directed to the General Manager. The Finance Committee shall periodically review Director's expense reports and shall prepare such reports and documents as may be

required under Government Code Section 53065.5 and Government Code 53232.3.

4.07.5 REPORTS TO GOVERNING BOARD

At the regular meeting of the Board following any meeting, conference, educational activity or other authorized event for which compensation for a day of services or reimbursement of expenses is requested, the Director attending the event shall give a brief report on the meeting or event. If more than one Director of the District attended the same meeting, a joint report may be made. Reports may be written or oral.

4.07.6 DIRECTOR MEDICAL INSURANCE COVERAGE (Approved 4-11-22)

The District desires to provide resources to Directors for access to medical insurance coverage while serving on the Board of Directors. A Director may either obtain coverage through the District's medical insurance carrier or obtain medical insurance coverage independently. The District's medical insurance coverage is defined as medical, dental, and vision coverage. The Directors may elect dental and vision coverage independently of the coverage chosen for medical insurance.

Directors choosing medical insurance coverage for themselves and their dependents through the District's carrier are subject to the eligibility requirements of the carrier. The coverage will be implemented based on the Director's application and carrier's procedures and will be funded by the District up to the monthly maximum contributed for full-time employees. The premiums will be funded from the Board of Directors' Health Insurance budget.

Directors with independent medical insurance coverage will be reimbursed for the monthly premium cost to the Director up to the monthly maximum contributed for full-time employees. The Director must submit official documentation, such as paid invoices, for the medical insurance coverage and

the premium costs. If medical insurance coverage is through a spouse's employer, or from other active or former employment, the Director may submit monthly proof of any premium not paid by the other provider for reimbursement up to the District's monthly maximum contribution. The reimbursement will be funded from the Board of Directors' Health Insurance budget.

4.08: SPEAKING ENGAGEMENTS AND/OR PRESENTATIONS BY DIRECTORS

The District recognizes the importance of interaction with the community it serves and encourages opportunities for interaction that provides the most accurate information available. This often takes the form of speaking and giving presentations to community and other groups on behalf of the District. Community groups, whether formal or informal, are likely to focus on particular areas of the District's operations and policies. These include topics such as water rates and structure, water quality, state and local water conditions, water conservation and efficiency, and business and infrastructure planning.

The District therefore establishes these rules to ensure the community's needs are met and that the District is accurately represented. Members of the Board of Directors shall not make any presentation on behalf of the District, without the prior approval of the Board, as provided herein. Presentations made on behalf of the District, and therefore governed by these rules, include any speaking engagement or public presentation at any event to any group, entity, or association, related to any matter that relates to the business of the District, unless the Director makes the disclaimers required in these rules.

(a) Speaking Engagements and/or Presentations Made Pursuant to Requests from the Public.

1. All requests from any person other than a Director or District Staff for a speaking engagement or presentation by any Director shall be submitted to the District office with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations);

2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;

3. The General Manager shall inform all Directors of the public request;

4. The President shall determine whether the topic in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond and designate a speaker, if approved.

5. If the topic or issue in the request does not relate to any matter within the purview of any standing committee, the President shall recommend to the Board of Directors whether to respond, approve, or disapprove a request. The Board shall approve the request by 3/5 majority vote and also approve a speaker by 3/5 majority vote.

(b) Speaking Engagements and/or Presentations Made Pursuant to Requests from Directors.

1. Directors must request prior approval from the Board before making any presentations on behalf of the District. Directors may request approval to speak on behalf of the District by submitting an approval request to the President, and notifying the General Manager of that request, with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations).

2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;

3. The President shall determine whether the topic or issue in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond. If the committee does not approve the request, the Board may then consider and approve the request by a 3/5 majority vote**.**

(c) Speaking Engagement and/or Presentations by Directors on Their Own Behalf.

1. Nothing herein prohibits or forbids a Director from making public presentations on his/her own behalf, so long as the Director clearly states orally at the beginning of that presentation, in any written or electronic material published in connection with that presentation, and in any written or electronic material distributed at the presentation, that the presentation is from the individual Director, not the District. The disclosure statement by the individual Director shall be substantially in the form provided herein:

", I make this presentation/speech on my own behalf as an individual, and not on behalf of the Palmdale Water District or its Board."

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act "on behalf" of the District or its Board shall be deemed to in compliance with this Section.

2. If a Director makes a presentation/speech on his/her own behalf pursuant to this Subsection, the Director may not distribute any official District material at such presentation that has not otherwise been made generally available to the public by the District, may not use the District's Logo, or allow the use of the Logo, in any material published, distributed, or displayed in

connection with that presentation/speech. A Director may distribute his/her business card in which he/she is identified as a Director of the District and may allow for the publication of his/her business card in any material published, distributed, or displayed in connection with that presentation/speech, so long as:

A. The business card is published by itself and without any revisions or additional content; or

B. In the event the business card is published with any additional content, then the publication shall also include a disclosure statement providing that:

"the Director sponsors/supports the [event/group/association] as an individual, and not on behalf of the Palmdale Water District or its Board."

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act "on behalf" of the District or its Board shall be deemed to in compliance with this Section.

4.09: PUBLIC STATEMENTS ON BEHALF OF THE DISTRICT

The District is not represented by any one individual Director and is instead represented by action of the Board (through a 3/5 majority). Therefore, public statements can only be made on behalf of the District as authorized by the Board. The Board designates the President, General Manager, and Public Information Officers as the persons authorized to make public statements on behalf of the District. Any other public statements shall not be attributable to the District or the Board.

4.10: PRESENTATION OF AWARDS AND RECOGNITIONS
(Appendix EE, Exhibit 2 Revised 2-8-17)

(a) The District recognizes the importance of interaction with the community it serves and encourages opportunities for recognition of individuals,

organizations, businesses, agencies or associations who share in the mission and strategic vision of the District to provide water within its service area. Accordingly, the Board authorizes and encourages its individual Directors, subject to the approval by the Outreach Committee, to recognize such efforts that are consistent with the Irrigation District Law, under which the District is formed, to "furnish sufficient water in the District for any beneficial use." (Water Code 22075.)

(b) The awards and recognitions authorized herein shall be in the form of a Certificate of Appreciation or Certificate of Recognition, collectively attached hereto in Appendix EE, Exhibit 2, recognizing the recipient's efforts in water conservation and efficiency, water resource management, water education, interagency cooperation, and other areas that relate to the District's purpose.

(c) The awards and recognitions authorized herein shall not be given in connection with any personal matters, political campaigns of the Director or others, or any legislative matters.

4.11: USE OF DISTRICT PROPERTY AND EQUIPMENT (Revised 9-10-18)

A Director can be assigned selected District equipment for use on District business. A Director shall not use or permit the use of District equipment, telephones, materials or property for personal gain or profit, including for use in connection with any campaign or election. The use of the District's physical addresses of 2029 East Avenue Q, Palmdale, CA 93550 and 700 East Avenue S, Palmdale, CA 93550 are prohibited. Each Director must protect and properly use any District asset within his or her own control, including information recorded on paper or in electronic form. A Director shall not request a District employee to perform services for their personal gain or profit, including in connection with any campaign or election. Requests for assistance in connection with the official business of the District are not considered requests made for a Director's personal gain or profit.

4.12: USE OF DISTRICT MATERIAL CONTAINING DISTRICT SEAL/LOGO BY DIRECTORS (New logo adopted for use beginning 12-11-17, Article Revised 10-8-18)

(a) Purpose of the Seal/Logo. The District has adopted the following seal, also referred to as its "logo," as the official seal of the Palmdale Water District, pursuant to the Irrigation District Law (Water Code, § 21404):

PWD EST. 1918 PALMDALE WATER DISTRICT A CENTURY OF SERVICE

The seal has been adopted for purposes of identifying official communications, actions, and positions of the District. Therefore, the Board has approved use of the seal by individual Directors as provided herein to maintain uniformity in the representation of the District.

(b) Use of District Seal/Logo. Material containing the District seal, including District letterhead, shall only be used by Directors for District business and may not be used for any personal matters including political campaign materials or in connection with any political events or activities. Use or display of the District seal/logo at any political event or activity, whether it is in connection with District elections or unrelated elections, is not permitted. This includes the use of any article of clothing, hat, or name badge displaying the District's logo. Any written or electronic communication or presentation by a Director that is not approved as District business herein or approved separately by Board action, shall not contain the District seal/logo.

(c) District Business. District business includes:

(i) Correspondence approved by the Board, such as communications to the Association of California Water Agencies and other governmental agencies, which shall thereafter be distributed to all Directors;

(ii) Distribution of any District promotional and informational material generally available to the public;

(iii) Distribution of official District material at events approved by the Board, including events listed at Appendix V;

(iv) Distribution of awards or recognitions on behalf of the District pursuant to Section 4.10;

(d) Publication or Reproduction of the District's Seal/Logo. Publication or reproduction of the District's seal/logo not expressly authorized in these Rules and Regulations must be approved by the Board in advance. The seal/logo is a trademark of the District. It cannot be used to imply endorsement of any event, position, or action of any other group, agency, association, or business, unless approved by the Board.

(e) Business Cards, Clothing and Other Items Distributed to Directors by the District. This Section does not apply to a Director's distribution of his/her business cards provided to the Director by the District, which identify the Director as an elected official of the District. This Section does apply, however, to the publication of a Director's business cards, which must also comply with Section 4.08(c) (2). Additionally, this Section does not apply to the use of shirts or other items containing the District's Logo, which have been distributed to the Director by the District. Use of such items, however, is subject to the laws and regulations of the State.

4.13: CAMPAIGNING RESTRICTIONS

4.13.1 SOLICITING POLITICAL CONTRIBUTIONS

Directors are prohibited from soliciting, or permitting others to solicit on his/her behalf, political funds or contributions at District facilities for the benefit of his/her own campaign for any office or the campaign of any other person for any other office.

4.13.2 USE OF DISTRICT PROPERTY, EQUIPMENT OR FACILITIES FOR CAMPAIGNING (Revised 9-10-18)

Directors shall not use, or permit any other person to use, the District's seal, trademark, stationery, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. Directors shall not use, or permit any other person to use, District equipment, facilities, materials, or any other property for any solicitation for political contributions to any campaign. The use of the District's physical addresses of 2029 East Avenue Q, Palmdale, CA 93550 and 700 East Avenue S, Palmdale, CA 93550 are prohibited.

4.14: WEBSITE AND SOCIAL MEDIA

The District has an interest in disseminating information useful to customers and others interested in the operations, goals, and objectives of the District. The District encourages the use of the internet, through its website or social media pages, to further the goals of the District, subject to the terms and conditions of the rules set forth herein. The use of such websites or social media pages by Directors, however, raises legal issues which are unique to government agencies. As such, these rules establish procedures for use of the website and social media by Directors.

4.14.1 DISTRICT WEBSITE

The District owns and maintains a website at www.palmdalewater.org for the purpose of conducting the official business of the District. The General Manager has the authority to manage the website, including the contents of the website, as part of the District's day-to-day operations. The General Manager, however, does not have the authority to post any material or content in connection with the political campaign of any Director of the District, in connection with the political campaign of any candidate for any other office, or in connection with his/her own performance evaluation.

4.14.2 DIRECTOR BIOGRAPHIES ON DISTRICT WEBSITE

Each Director shall submit to the General Manager a biography for publication on the District's website at www.palmdalewater.org. The biography of a Director shall be limited to the Director's own qualifications and experience and shall not include language that in any way makes reference to other Directors or their qualifications, character or activities.

4.14.3 DIRECTORS' SOCIAL MEDIA COMMUNICATIONS POLICY

(a) Introduction/Purpose: In light of advances in information and communications technology, the Board has adopted this policy to ensure continued compliance with the Brown Act in connection with the District's social media and other electronic communications, including the District's Facebook and Twitter pages, while respecting a Director's right to express himself or herself on issues within the District's subject matter jurisdiction, and to enhance Directors' communications with their constituents.

(b) Creation and Maintenance of District Social Media Pages:

1. The District Public Information Officer, under the supervision of the General Manager, shall create and maintain an official District social media page, including the existing Facebook and Twitter Palmdale Water District pages. The content posted on the District's social media pages shall be consistent with the policy and direction provided by the Board for District matters.

2. Directors are not authorized to post content to any District social media page on behalf of the District. Only the District Public Information Officer shall post content to any District social media page on behalf of the District. Directors shall not create or maintain any social media page on behalf of the District, nor shall Directors create any social media page containing the seal or logo of the District.

(c) "Comments," "Likes," or "Sharing" on District Social Media Pages:

In order to avoid any violation of the still unclear applicability of the Ralph M. Brown Act to social media, Directors may not comment or "like" any post on the District social media pages. Nothing herein prohibits a Director from "sharing" a District post to his/her own social media page, or any other social media page.

(d) Other Social Media Sites or Blogs, not maintained by the District:

The District is not responsible for the content, comments, "likes", or any other communication occurring on websites, blogs, or social media sites not maintained by the District. Nevertheless, Directors must exercise the same guidelines on non-District websites, blogs, or social media sites to avoid any implication of the Brown Act or other applicable laws.

4.15: RESPONSIBILITIES AND AUTHORITY OF THE BOARD AND GENERAL MANAGER

(a) The Board of Directors has the power and it shall be its duty to manage and conduct the business and affairs of the District**. (Water Code, §21385.) To that end, the Board "shall: (a) Employ agents, officers, and employees as required," and "(b) prescribe their duties and fix their salaries." (Water Code, §21185.) Accordingly,** the Board employs a General Manager to carry out Board policies, direct District operations, and provide day-to-day supervision of District employees and control of District expenditures. **However, the Board does not relinquish its obligation or authority to establish an organizational chart and fix salaries for positions in accordance with Water Code, Section 21185.**

It is the judgment of the Board and the General Manager that clear delineation of their respective responsibilities and authority is essential to effective District management. Said authority and responsibilities are set out herein and in the General Manager Employment Agreement.

(b) Board communications to District staff shall be made through the office of the General Manager to ensure staff's time and resources are most efficient used and ensure compliance with budget restrictions.

ARTICLE 5: CONFLICT OF INTEREST CODE AND DISCLOSURE
(Appendix B Revised 10-12-20, Appendix B updated 7/28/2021)

The District has adopted a Conflict of Interest Code in accordance with state law and incorporates such Code herein. The District Conflict of Interest Code is attached hereto as Appendix B.

ARTICLE 6: INDEMNIFICATION OF OFFICERS, DIRECTORS AND EMPLOYEES

The District has adopted an express policy concerning defense and indemnity of its employees, former employees, officers or former officers and members or former members of its Board of Directors to the fullest extent permitted by law. A copy of Resolution 93-4, which outlines this policy, is attached hereto as Appendix R.

ARTICLE 7: CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES
(Appendix L Revised 3-28-22)

The District has adopted CEQA Environmental Review Guidelines in accordance with state law and incorporates such guidelines herein. The District CEQA Environmental Review Guidelines are attached hereto as Appendix L.

ARTICLE 8: RULES APPLICABLE TO EXISTING CONSUMERS **(Revised 1-13-20)**

8.01: DESCRIPTION OF SERVICE

A. Quantities: The District will use its best efforts to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of Consumers.

B. **Pressures:** The District's goal is to maintain normal operating pressure of not less than 40 pounds per square inch nor more than 125 pounds per square inch at the service connection except that during periods of hourly maximum demand the pressure at the time of peak seasonal loads may not be less than 30 pounds per square inch and that during periods of hourly minimum demand the pressure may not be more than 150 pounds per square inch. However, there exist some isolated areas where pressure normally drops below 40 pounds per square inch or exceeds 125 pounds per square inch. Variations in pressure under normal operation will not exceed 50 percent of the average operating pressure. (The average operating pressure will be determined by computing the arithmetical average of at least 24 consecutive hourly pressure readings.) The District does not, however, make any guarantee to the consumer as to operating pressures or flows.

C. **Quality:** Whenever furnished for human consumption or for domestic uses, the District will endeavor to provide water that is wholesome, potable, in no way harmful or dangerous to health and, insofar as practicable, free from objectionable odors, taste, color and turbidity.

D. **Responsibility for Loss or Damage:** Consumers shall accept such conditions of pressure and service as are provided by the District system and hold the District harmless from any loss or damage to Consumers resulting from the District's failure to meet the service goals stated within this section or due to any interruptions in service or any change in pressure. The District shall not be liable for any damage resulting from inadequate capacity, defective plumbing, broken or faulty service lines, or any conditions beyond the control of the District or otherwise.

8.02: CONDITIONS OF SERVICE AND RIGHTS OF THE DISTRICT AND CONSUMERS

A. Notices:

1. Notice to Consumers

Notice to a Consumer will normally be in writing and will be delivered or mailed to the consumer's last known address. In emergencies or when circumstances warrant, the District, where feasible, will endeavor to promptly notify the consumer affected and may make such notification orally, either in person or by telephone, or by leaving a written notice on the door.

2. Notice from Consumers

A Consumer may make notification in person, by telephone or by letter to the District at its commercial office.

B. Change in Consumer's Equipment, Operations or Land Use: A Consumer making any material change in the size, character, or extent of the equipment, operations, or nature of land use such as using water for commercial activities where water has been previously used for residential purposes only, shall immediately give the District written notice of the nature and extent of the change.

C. Continuity of Service: The District expressly reserves the right to restrict, curtail, allocate or apportion District water supplies as necessary, in the sole discretion of the District.

1. Emergency Interruptions

The District will make all reasonable efforts to prevent interruptions to service and, when such interruptions occur, will endeavor to re-establish service with the shortest possible delay consistent with the safety of the District's customers and the general public.

Where an emergency interruption of service affects the service to any public fire protection device, the District will promptly endeavor to notify the Fire Chief, or other public official responsible for fire protection, of such interruption and of subsequent restoration of normal service.

2. Scheduled Interruptions

Whenever the District finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Consumers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will be least inconvenient to the Consumers consistent with reasonable utility operations.

Where public fire protection is provided by the mains affected by the interruptions, the District will promptly endeavor to notify the Fire Chief, or other officials responsible for fire protection, stating the approximate time and anticipated duration of the interruption. In addition, the Fire Chief or other official responsible for fire protection will be notified promptly upon restoration of service.

3. Apportionment of Supply During Times of Shortage

During times of threatened or actual water shortage, the District will apportion its available water supply among its Consumers as directed by the appropriate state and local authorities. In the absence of direction from such authorities, it will apportion the supply in the manner that appears most equitable under circumstances then prevailing and with due regard to public health and safety.

D. Ownership of Facilities on Consumer's Premises

The service lateral, meter, and meter box furnished at the Consumer's expense and located wholly or partially upon a Consumer's premises are the property of the District. No rent or other charge will be paid by the District where the District-owned service facilities are located on a Consumer's premises.

E. District Access to Consumer's Premises

The District shall at all reasonable hours have access to meters, service connections and other property owned by it which may be located on Consumer's premises for purposes of installation, maintenance, operation or removal of the property at the time service is to be terminated. The Consumer's system shall be open for inspection at all reasonable times to authorized representatives of the District. Any inspection work or recommendations made by the District or its agents in connection with plumbing or appliances, cross-connections or any use of water on the Consumer's premises, either as a result of a complaint or otherwise, may result in a charge to the Consumer.

F. Service Calls

Where the District requires access to the Consumer's premises for maintenance, service, or otherwise, and the Consumer's presence is required for such service call, the District shall give the Consumer a one day’s notice during which the service call shall be made. Service call may occur anytime between 8 a.m. and 6 p.m. during normal operating hours. However, if requested, the District can schedule a service call with the Consumer for a shorter time frame between the hours of 3-5 p.m. during normal District operating days.

G. District's Responsibilities for Damage or Loss to Consumer

The District will not be responsible for any loss or damage caused by any negligence or wrongful act of a Consumer or of a Consumer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment which is supplied.

H. Consumer's Responsibility for District Property

The Consumer will be charged for damage to District's meters and other property resulting from the use or operation of appliances and facilities on Consumer's premises, including but not limited to, damage caused by steam, hot water or chemicals as set forth in Appendix D.

I. Resale of Water

Except by special agreement with the District, no Consumer shall resell water received from the District, nor shall such water be delivered to a property other than that specified in the application for service. When property provided with a service connection is subdivided, the service connection shall be considered as belonging to the lot or parcel of land which it directly enters. Except by special permission of the District's Board of Directors, a service connection shall not be used to supply water to any parcel of land other than the parcel on which the service connection is located and for which all relevant connection fees have been paid.

8.03: RATES (Appendix C Revised 11-4-24)

A. General Provisions: Rates and charges for water consumption, as specified under various classifications of service, and other miscellaneous charges are set by the Board from time to time. Current rates and charges are set forth in the attached appendices according to section and rate classification as set forth below.

B. Water Rates: Retail charges consist of a minimum monthly service charge based on meter size, a water budget commodity rate charge based on allocation and usage, a water quality fee, a drought surcharge, and an elevation booster surcharge, if applicable, attached hereto as Appendix C.

1. Variances: **(Revised 8-24-16, Appendix C.1 revised 3-25-25)**

Variances to the water rate budget structure are available to qualifying consumers. Variance policies for the water rate budget structure and the variance application are attached hereto as Appendix C.1. If approved, the variance adjustment will apply to the current and the previous month's billing for first time applicants only.

2. Adjustments: **(Approved 7-28-10, Appendix C.2 revised)**

A courtesy adjustment is available to customers who exceed their allocation caused by extraordinary water consumption due to leaks. The application, policy, and program conditions are attached hereto as Appendix C.2.

3. Rate Assistance Program: **(Revised 10-28-25)**

A rate assistance program has been developed to assist low-income ratepayers by offering a fixed assistance amount of $25.00 per month to those who qualify. The program conditions and application are attached hereto as Appendix C.3.

C. Miscellaneous Charges: **(Revised 3-11-09, Appendix D revised 3-8-21)** In order to recover the cost associated with afterhours service calls, late payments, returned checks, disconnections, reconnections and other damages sustained by the District, the specified items listed below are charged to Consumers; the dollar amounts associated with each item are determined by the Board and are attached hereto as Appendix D.

1. Non-Payment Shutoff Fee

If a Consumer requests resumption or continuance of service after such service has been disconnected, then the non-payment which led to the disconnection shall be deemed to be evidence of non-credit worthiness and the Consumer shall be required to make a security deposit, pay a Non-Payment Shutoff Fee, unpaid user and late charges, advance payments required by these Rules and Regulations, and meet any other conditions set forth by the District.

2. Meter Test Charge

The District shall endeavor to keep the meters in good condition and registering accurately. Any Consumer may request that his meter be examined and tested to see if it is correctly recording water delivered through it. Said request shall be made on a form furnished by the District and shall be signed by the Consumer. If such examination and test reveals that quantities of water recorded by the meter fall outside of a range between 97 percent and 103 percent of the actual quantities of water passed through the meter during the test, the cost of such test shall be paid by the District. If the meter is found to be registering within three (3) percent accuracy, the cost of such test, as set forth in Appendix D, shall be paid by the Consumer to the District on demand. All other tests and examinations of meters shall be at the District's expense.

3. Pulled Meter Charge

If a Consumer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Consumer shall pay at the District office a pulled meter charge, as set forth

in Appendix D, along with any other charges before the service and meter can be reconnected.

4. Unauthorized Water Use

Any person or entity found taking water from or through any of the District's facilities without District authorization will be assessed a fine payable to the District, as set forth in Appendix D, in addition to applicable District charges for the quantity of water taken. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

5. Charge for Turn Off at Main

If the water to a property is turned on more than once without District authorization, the service may be shut off at the main, and the Consumer shall be required to pay, in addition to any other applicable charges, a charge for the expense of reconnection prior to the re-establishment of service.

6. Property Damage (Revised 5-13-19)

If a Consumer, new applicant or developer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Consumer or property owner.

a. Consumers who operate the District owned angle stop in order to stop leaks or flooding at their property and damage the angle stop in the process are responsible for the angle stop repair costs. The District will assess the charge on the consumer's account. The charge will be waived once in the account's life as a courtesy. The waiver requires the consumer to also agree in

writing to install or have installed, at their own expense, an isolation value on their side of the service.

7. Cleaning and Walk-Thru Water Service (Revised 2019)

Temporary service will be provided to an existing water service for a maximum of 14 calendar days to facilitate cleaning and showing of property for sale or rent. This service is not to be used for maintenance requiring high volumes of water. An application fee and security deposit will be required as listed in Appendix D. Water usage will be charged at the current District rates and billed directly to the user. Any remaining funds of the security deposit will be refunded to the applicant.

8. Turn-on/off Fee

If a customer requests that a service be turned on after paying all applicable fees and charges as described herein and a Palmdale Water District representative turns the water service on, and water is found to be running, the customer shall then be required to pay a Turn-on/off Fee as set forth in Appendix D.

9. 48-Hour Disconnect (Shut Off) Notice Fee

When a 48-Hour Disconnect (Shut Off) Notice has been issued by the District as set forth in Appendix GG, the customer shall be required to pay a 48-Hour Disconnect (Shut Off) Notice Fee as set forth in Appendix D.

10. Cross-Connection Control Program Fee (Approved 3-8-21)

The Cross-Connection Control Program consists of database management, inspections, validation and support for customers. The software used by the District is a cloud/web-based data management and reporting program that manages email notifications to owners and testers. If the customer opts to use

the manual process requiring the mailing and handling of paper copies instead of the digital program, the customer will be required to pay a Cross-Connection Control Annual Paper Processing Fee as set forth in Appendix D.

D. Rates for Compound Meters Sized for Fire Protection:

(Revised 2-10-20) Effective March 1, 1998, compound meters which are sized for fire protection and used primarily for providing domestic and/or industrial water will be charged using the middle register for meters containing three registers, or by using the smallest register for meters containing two registers as the base for the minimum monthly charge. In addition to the above, there will be a flat rate charge in an amount, adopted and set forth by resolution from time to time, for standby pressures and quantities of water for fire protection and to cover the costs of maintenance, repair, and testing of the meter and appurtenances. For example, an 8" x 4" x 2" compound meter will be assessed its minimum bill on the four-inch register and an 8" x 2" compound meter will be assessed its minimum bill on the two-inch register. If any usage is registered on the large component register for any given month, the standard rate for billing for that size meter will be charged plus the standard rate for amounts of water used above the volume allowable per said minimum monthly charge. In addition, the District will check said compound meters for accuracy at least once, and preferably twice, a year.

8.04: BILLING PROCEDURES (Revised 1-13-20)

A. Joint Service: No joint service is allowed. An individual party will be solely liable for payment of bills.

B. Re-establishment of Credit: A Consumer whose service has been discontinued for non-payment will be required to pay any unpaid

balance due the District for the premises for which service is to be restored and may be required to pay a Non-Payment Shutoff Fee as prescribed in Article 8.03(C)(1) before service is restored.

C. Bankruptcy of Consumer: Pursuant to the Bankruptcy Act (P.L. 95-598, as amended from time to time), the District shall not alter, refuse or discontinue service to, or discriminate against, a Consumer, or a trustee of a Consumer, solely on the basis that a debt owed by the Consumer to the District for service rendered before the order for relief was not paid when due. It shall be the responsibility of the Consumer to supply the District with a copy of any applicable order for relief. The District shall discontinue service if neither the Consumer, nor the trustee, within 20 days after the date of the order for relief, furnishes adequate assurance of payment in the form of an advance payment for service after such date. As used herein, "adequate assurance of payment" shall mean a deposit in accordance with the criteria set forth in Appendix E. As used herein, "order for relief" shall have the same meaning as given to it in the Bankruptcy Act. The commencement of a voluntary case under the Bankruptcy Act shall constitute an order for relief. Service may be discontinued in accordance with the rules of the District upon non-payment for service rendered after the order of relief.

D. Refund of Advance Payment: Upon discontinuance of a service, the District will refund the balance of the Consumer's advance payment for that service, in excess of any unpaid bills. Refunds will be made within a reasonable period of time.

E. Rendering and Payment of Bills: Bills for service will be rendered on a monthly basis unless otherwise provided in the rate schedules (Appendix C). Bills for service are due and payable as set forth in Appendix GG. In the event that the bill is not paid within that time, the

Consumer will be assessed a late charge as set forth in Appendix D. Payment may be made at the office of the District or to any representative of the District authorized to make collections. However, it is the Consumer's responsibility to assure that payments are received at the District's office in a timely manner. Partial payments are not authorized unless prior approval has been received from the District's office. Collection of closing bills may be made at the time of presentation.

F. **Separate Meters:** Each meter on a Consumer's premises will be considered separately and the readings of two or more meters will not be combined except where combination of meter readings is specifically provided in the applicable rate schedule, or where the District's operating convenience or necessity may require the use of more than one meter or a battery of meters. In the latter case, the monthly minimum charge will be determined from the monthly minimum charge on the basis of a meter size equivalent in discharge area to the total combined discharge areas of such meters.

G. **Delinquent Bills:** Consumer bills are subject to the billing and delinquent rules and regulations set forth in Appendix GG.

H. **Disputed Bills:** The procedure to be used to contest the accuracy of water charges upon receipt of a bill for water service is set forth in Appendix GG.

I. **Adjustment of Bills for Meter Error:** **(Revised 2-23-98)** The Consumer may request an adjustment of the bill on the basis of meter error. Such a request must be made in writing and the rules set forth in Article 8.03(C) (2), Meter Test Charge, will apply. The District will, within one week, proceed to test the Consumer's meter; the meter will be tested in an "as found" condition, in order to determine the average meter error.

If the average meter error is found to exceed 3 percent, that is if quantities of water recorded by the meter are outside of a range between 97 percent and 103 percent of the actual quantities of water passed through the meter during the test, the following billing adjustments will be made.

1. Fast Meters

The District will refund to the Consumer the amount of the overcharge based on corrected meter readings of the period the meter was in use and determined to be incorrect, but not to exceed a period of six months.

2. Slow Meters

The District may bill the Consumer, at its option, for the amount of the undercharge based upon corrected meter readings for the period the meter was in service and determined to be incorrect, but not to exceed a period of four months.

3. Non-Registering Meters

The District may bill the Consumer according to an estimate of water consumed while the meter was not registering, but not exceeding a period of four months. This estimate will be based on the Consumer's prior use during the same season of the previous year if conditions were unchanged during the year, or on a reasonable comparison of consumption of other similar Consumers during the same period.

4. General

If the meter error is caused by some event, the date of which can be determined, then the billing adjustment will be made for the period of time since the date of such event; such a period may exceed the six-month limitation for fast meters and the four-

month limitation for slow or non-registering meters, as stated in 1 through 3 above.

J. Alternative Payment Arrangements: Consumer may be eligible for an alternative payment arrangement pursuant to the rules and regulations set forth in Appendix GG.

8.05: TURN ON AND TURN OFF PROCEDURES AND CHARGES
(Revised November 2015)

A. Turn-off at the Consumer's Request: A Consumer may request that service be discontinued either temporarily or permanently. Such request must be made by giving at least one working day's advance notice to the District. If such a notice is not given, the Consumer will be billed for service until one working day after the District acquires knowledge that the Consumer has vacated premises or otherwise has discontinued service. (Form attached hereto in Appendix S)

B. Turn-off by the District: The District may disconnect a Consumer's service for various reasons which are listed below. Such involuntary disconnections are effected by turning off and locking the meter, thereby stopping the water service; the District will make a reasonable attempt to notify the Consumer of the disconnection~~,~~ by mailing a Shut-Off notice 7 days prior to termination. Reasons for involuntary disconnection include, but are not limited to, the following:

1. For Non-Payment of Bills **(Revised 1-13-20)**

A service may be disconnected for non-payment of periodic bills as set forth in Appendix GG. A service may be disconnected for non-payment of bills of a Consumer whether or not the payment delinquency is associated with water service at that service connection or at any other water service connection of that same Consumer.

2. For Waste of Water (Revised 2-10-16) (Appendix O Updated 3-13-23)

In order to protect itself and its Consumers against willful or negligent waste or misuse of water, the District has adopted a policy regarding water waste as well as Resolutions declaring water conservation regulations which includes regulations and restrictions on the delivery and consumption of water for public use. Said Water Waste Policy and Resolutions are attached hereto as Appendix O.

3. For Unsafe or Hazardous Conditions

The District may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the Consumer's premises. The District will immediately notify the Consumer of the reasons and the necessary corrections required before reconnection. Such unsafe or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to either the Consumer, the District, or to the District's other Consumers.

4. For Fraudulent Use of Service

When the District discovers that a Consumer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that Consumer may be discontinued without notice. The District will not restore service to such Consumer until that Consumer has complied with the District's Rules and Regulations and other reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost to the District incurred by reason of the fraudulent use.

5. For Failure to Comply with Rules

The District may disconnect a service for failure to comply with the District's Rules and Regulations established as a condition to the use of water, if full compliance with the Rules and Regulations is not obtained within five calendar days after notice to such effect has been given to the Consumer. Where safety of water supply is endangered, services may be discontinued immediately without notice.

C. Restoration of Service: (Revised 2-23-98) In order to resume or continue service that has been disconnected, the Consumer must pay a Non-Payment Shutoff Fee as set forth under Article 8.03(C)(1). The District will endeavor to make reconnections as soon as practicable, to suit the Consumer's convenience; however, the District shall make the reconnection before the end of the next regular working day following the Consumer's request and payment of any applicable reconnection fees and other charges pursuant to 8.03(C)(1).

8.06: CHANGES IN METER SIZE, LAND USE OR INCLUSION OF ADDITIONAL LAND AREA

The owner of a property who desires a change in meter size or location of such meter or changes substantially the type of land use (such as residential to commercial) or wishes to include adjacent land areas not served at the time of the original commencement of service, shall make a request in writing and, if approved by the District, shall pay various costs and charges as set forth below.

A. Charges for a Smaller Meter: (Revised 9-9-09) If the desired meter size is the next smaller size meter than the current size, the Owner shall complete a Meter Exchange Application attached hereto as Appendix N.1. Upon District approval of the Application, fees associated with

desired meter exchange must be paid prior to performance of work as set forth in Appendix D.

B. **Charges for a Larger Meter:** If the desired meter size is larger than the current size, the Owner shall pay the full current charges for a new regular service connection for the desired meter size as set forth in Article 10.05, less any credit on the removed meter. In addition, the Owner must also pay the Assessment Parity Charge and the Capital Improvement Fee as set forth in Articles 10.06 and 10.07, respectively; any charge that has been paid previously by the Owner or predecessors will be credited against the amount due under the current charge.

C. **Charges for Change in Meter Location:** If the Consumer desires a change in location of the meter, such change may be effected with the mutual agreement of the District and the property owner, and the owner/Consumer shall pay for the actual costs incurred by the District.

D. **Change in Land Use:** The Consumer/property owner shall notify the District of any change in the character or use of the property or buildings from that for which the service connection was originally obtained. If a residential property is to be reclassified or used as commercial or industrial or a commercial property is to be reclassified or used as industrial, the owner shall pay the current Assessment Parity Charge as set forth in Article 10.06, less credit for any charge previously paid by the owner or predecessors. In all cases, the Manager's determination of the property's zoning classification or use will be final, subject to an appeal to the Board.

E. **Inclusion of Additional Land Area:** The Consumer/property owner shall notify the District of any additional land area or adjacent lots not served at the time of original commencement of service that are to be served from the existing service connection. In such cases, the District

will assess a current Assessment Parity Charge for the additional land area as set forth in Articles 10.06.

8.07: WATER CONSERVATION

The purpose of this rule is to ensure that water resources available to the District are put to a reasonable beneficial use and that the benefits of the District's water supply and a service extend to the largest number of persons.

A. Wastage: In order to protect itself against serious and negligent waste of water, the District may disconnect service as set forth in Article 8.05(B) (2).

B. Use of Water Saving Devices and Practices: Each Consumer of the District is urged to install devices to reduce the quantity of water to flush toilets and to reduce the flow rate of showers. Each Consumer is further urged to adopt such other water usage and re-usage practices and procedures as are feasible and reasonable.

1. Rebate Programs: (Appendix O.1 Revised 3-13-23)

To help customers reduce indoor and outdoor water use, the District approved water conserving rebate programs are attached hereto as Appendix O.1 (Rebate forms available in English and Spanish.

8.08: CROSS CONNECTIONS (Revised 12-14-20)

The District has adopted a Cross Connection Control Policy and incorporates such program herein. The District's Cross-Connection Control Policy and Program is attached hereto as Appendix F.

8.09: UNLAWFUL ACTS (Revised 2-27-95)

In order to protect public water supplies, certain acts are, by state law, misdemeanors and in some instances are punishable by imprisonment in the county jail for not more than one year or in the state prison. Among the more significant statutes involving criminal acts with respect to water systems are:

A. **Section 498 Penal Code:** This section includes stealing water, as well as diverting other utilities illegally and taking water after service has been disconnected and the meter sealed (including unauthorized connections to fire hydrants - see 9.03.)

B. **Section 588 Penal Code:** Permitting willful or neglectful seepage or overflow of water on adjacent lands, public or private roads or highways.

C. **Sections 4450 to 4457 Health and Safety Code:** Any act that leads to the pollution of any conduit or reservoir.

8.10: FIRE HYDRANT DAMAGE

When any person, company, or agency is determined to be the responsible party that has caused damage of a fire hydrant or blow off, the District may charge that party with all costs necessary to repair the damages and the cost of water loss computed on the basis of the duration of flow and the flow rate, based upon the type of land zoning in which the fire hydrant is located:

Industrial - 5,000 gallons per minute

Commercial - 2,500 gallons per minute

Residential - 1,250 gallons per minute

ARTICLE 9: RULES APPLICABLE TO TEMPORARY CONSUMERS

9.01: ESTABLISHMENT OF TEMPORARY SERVICE

The District will, if no undue hardship to its existing consumers would result therefrom, furnish temporary service for construction purposes when the applicant has requested service on this basis or the District reasonably expects the service to be temporary and the applicant therefore has paid advances and established credit. The District contemplates temporary service will be provided for a term approximately 90 days or less and requires the applicant to comply with the following:

A. Advances: The applicant must advance to the District the estimated net cost of installing and removing the facilities necessary to furnish the service.

B. Deposits/Establishment of Credit: The applicant must deposit a sum of money equal to the estimated bill when the duration of service is to be for a period of one month or less, subject to adjustment or refund according to the actual bill at termination of service. If the duration of service is to exceed one month, then the applicant must establish credit in the same manner as is prescribed for permanent service, under Article 10.03.

9.02: RATES, CHARGES AND CONDITIONS OF SERVICE

The rates, charges and conditions for temporary service will be the same as those prescribed for permanent service.

9.03: CONNECTIONS TO FIRE HYDRANTS

Fire hydrants connected to District mains are for use by the District and by organized fire protection agencies. Other parties desiring to use water from fire hydrants for any purpose must obtain written permission from the Manager and from the appropriate fire protection agency prior to use and shall operate the hydrant according to the instructions issued by the Manager. Unauthorized use will be subject to penalty and will be prosecuted according to law. Notwithstanding all other penalties, charges for unauthorized use of water through fire hydrants will be subject to the appropriate fine specified in Appendix D along with applicable charges.

9.04: WATER FOR CONSTRUCTION NEEDS (Revised 8-25-14)

All requests for construction water shall be made on an approved application form available in the District office and accompanied by the appropriate deposit amounts as stated in that form. A copy of the application form is attached hereto as Appendix P. Any costs involved in supplying such connections will be

prepaid by the applicant. The approval of construction water is subject to the availability of water necessary to meet normal domestic demands as determined by the General Manager. The allowable uses of construction water are underground utility construction, dust control, finish grade earthwork and limited rough grading projects. Applications for construction water for rough grading operations will be approved only for single parcel projects where the approved grading plans show the total volume of uncompacted fill material, including over excavation and recompaction, will not exceed 8,000 cubic yards per gross project acre. If the application is approved, water usage for rough grading operations shall be limited to one-acre foot of water per gross project acre or portion thereof on a pro rata basis (one cubic foot of water for each square foot of land area within the project parcel). When submitting an application for construction water, the applicant shall provide the District an approved set of grading plans and such additional information as deemed necessary by the General Manager. Any violation of this Article 9.04 is an unauthorized use of water under Article 8.03(C) (5).

ARTICLE 10: RULES APPLICABLE TO INDIVIDUAL APPLICANTS FOR WATER SERVICE

10.01: USE OF AN ACTIVE SERVICE BY NEW OCCUPANT

A person who takes possession of premises and uses water without applying for water service is liable for all water delivered from the date of the last recorded meter reading; if the meter is found inoperative, the quantity consumed will be estimated. If proper application for service is not made within 48 hours after notification to do so, or if accumulated bills are not paid upon presentation, water service shall be discontinued without further notice.

10.02: APPLICATION FOR SERVICE (Revised 5-27-15, Appendix S Revised 9-13-21)

Each applicant is required to contact the District office to apply for service. In most cases, this must be the Owner of the property. Residential/Multi-Family, Commercial/Industrial/Irrigation, and Realtor Applications are attached hereto as Appendix S (Available in English and Spanish). The District may request the following information, depending upon the type of service, either in application form or verbally by a customer service representative:

A. Contents:

1. Date applicant obtained ownership of property/requested date of activation.

2. Location and address of premises to be served, including the mailing address of a property manager of any multiunit residential structure, mobile home park, or farm labor camp where the owner, manager or employer is the customer of record.

3. Applicant's Information.

4. Contact Information, including mobile telephone number, if the Consumer approves such method of communication from the District.

5. Agreement to assume any outstanding water charges for property where service is requested.

6. Agreement to abide by District Rules and Regulations.

7. Such other information and/or supporting documents as the District may reasonably require.

B. Purpose: The application is merely a written/verbal request for service and does not bind the applicant to take service for a period of time longer than that upon which the minimum charge is based; neither does it bind

the District to serve, except under reasonable conditions and upon the approval of the Manager.

10.03: ESTABLISHMENT OF CREDIT

Applicants for service or reconnection shall provide the District with information sufficient to enable the District to determine the credit worthiness of the Applicant. Upon determining the Applicant's lack of credit worthiness, the District will require the Applicant to deposit with the District such sums of money as determined by the Board from time to time, in accordance with the criteria attached hereto as Appendix E. Such deposits will be refunded to applicants at the termination of water service, provided all water charges have been paid. However, no refund will be made where the balance remaining in the deposit account is less than $5.00. All amounts less than $5.00 will be transferred to the water conservation account to be used for the education of the public regarding water conservation. In addition, one year after the date a deposit is made for service to a single-family residence, the Manager or the Manager's designee has discretionary authority to refund such deposits upon receipt of satisfactory evidence of credit worthiness as set forth in paragraph B below. Applications for service to any property will be granted only if all assessments, fees, charges, delinquent water bills, and penalties due and charged to or against said property have been fully paid.

A. Waiver of Deposit:

1. Public Agencies will not be subject to the deposit requirements stated above.
2. First time customers will not be subject to the deposit requirements stated above if their credit report shows the following:
    a. At least two (2) years of established credit history through a Credit Reporting Agency.

b. Under the Negative column, it must show zero (0).

c. Under the Public column, it must show zero (0).

d. Under the Collection column, it must show zero (0).

e. Under the Payment History column, it should show 1's and x's only. Any other number appearing would be considered as unworthy credit.

Example: x = No reporting from Creditor

1 = Paid within 30 days

2 = Paid within 60 days

3 = Paid within 90 days

4 = Paid within 120 days

5 = Possible Collection

Procedure to follow

B. Refund of Deposit (Revised 8-13-14)

(Single Family Residences Only):

1. One (1) year after the date a deposit is made for service to a single-family residence, such deposits may be refunded if the customer meets the following criteria and requests a refund in writing: (English and Spanish Form attached hereto in Appendix E)

   a. Customer has at least one (1) year of established active customer history.

   b. Customer does not have any disconnect charges on the account.

   c. Customer has not had any checks returned from the bank (e.g., insufficient funds), rejected electronic funds transfer or credit card charge backs.

2. One (1) year after the date a deposit is made due to disconnection for non-payment, returned check(s), or credit card chargeback(s),

such deposits may be refunded if the customer meets the following criteria and requests a refund in writing:

a. Customer has not incurred any additional disconnect charges on the account.

b. Customer has not had any additional checks returned from the bank (e.g., insufficient funds), rejected electronic funds transfer or any additional credit card charge backs.

C. Transfer of Service: Existing customers who have at least one (1) year of established active customer history and meet the requirements for a refund of deposit may transfer service from one account to another without having to make a deposit as long as there has not been more than a thirty (30) day lapse in service.

10.04: REFUSAL TO SERVE

The District may refuse to serve an applicant for service under the following conditions:

A. Conditions for Refusal:

1. If the applicant fails to comply with any of the Rules and Regulations contained herein.

2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Consumers.

3. If, in the judgment of the District, the applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered or exceeds the normal capacity of the meter service.

4. Where service has been discontinued for fraudulent use, the District will not serve an applicant until it has determined that all conditions of fraudulent use or practice have been corrected.

B. Notification to Applicant: When an applicant is refused service under the provisions of this rule, the District will notify the applicant promptly of the reason for the refusal to serve and of the right of applicant to appeal that decision to the Board.

10.05: WATER SERVICE CONNECTIONS (Appendix Revised 3-14-22)

For those premises that do not have an existing service connection, the applicant will be charged for the installation and material costs for a service connection. The schedule of such charges for single service connections are attached hereto as Appendix N. In addition, the applicant must pay the Assessment Parity Charge and the Capital Improvement Fee as set forth in Articles 10.06 and 10.07. If such a connection requires an extension of the District's mains, the applicant must also pay the costs of main extension, as set forth in Article 10.08; in all cases the applicant shall contribute for any existing mains and public fire hydrants, as set forth in Article 10.09.

A. Size: The District reserves the right to determine the size of the service connection, the service pipe and water meter and the type and size of any backflow preventor or other appurtenances required for the installation.

B. Location: Service will be installed at locations designated by the applicant, but only at curb and/or property lines of the property to be served abutting upon a public street, highway, alley, lane, or road (other than a freeway) in which is installed a water main of the District.

C. Looped Metered Connections: Service provided to a location that has its own distribution system that is looped and connected to District facilities by two (2) or more meters shall be provided with an approved type backflow prevention device immediately downstream of each metered connection as specified in Appendix F.

D. Changes in Service Connection/Meter Size: Payment of the current charges for the Assessment Parity Charge will be required upon the happening of any of the following:

1. The alteration or increase in size of a service connection.

2. The service of any area, adjacent property, or property of different ownership not served at the time of the original commencement of service.

3. The increase of use by reason of land zoning reclassification or actual land use.

In instances where such additional charges are due, credit will be allowed for any such previous payments made by either the applicant, owner, or their predecessors. In order to insure the ability of the District to collect these increased charges where applicable, the size of any such meter service and/or the area it serves, or the property's zoning classification or actual use, shall be determined by the Manager. Subject to an appeal to the Board, such determination by the Manager will be final.

E. Limitations of Use of Service Connections:

1. Number of Units and Land Area. The District reserves the right to limit the number of buildings, separate houses, living or business quarters, and the area of land under one ownership to be supplied by one service connection.

2. After Subdivision. When property provided with a service connection is subdivided, the service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

3. Supplying to Other Property. Except by special permission of the District, no service connection shall be used to supply

adjoining property belonging to a different owner, or adjoining property acquired by the original application or owner subsequent to installation of the original service connection, or to supply property of the same owner on opposite sides of a public street or alley, or to supply water to any property for which the Assessment Parity Charge and Capital Improvement Fee shall not have previously been paid to the District.

4. **Supplying Outside District.** No service connection will be used to supply water received from the District to property outside the District.

10.06: ASSESSMENT PARITY CHARGE

Every applicant for water service from any of the lines or works of the District who has not, either in person or through the predecessor in interest, paid an Assessment Parity Charge (previously called an Acreage Supply Charge) or the equivalent thereof or requests modification of service or change in land use, with respect to the land to be served, shall, before such application will be acted upon by the District, or water furnished pursuant thereto, pay to the District an Assessment Parity Charge computed at a per acre rate as attached hereto as Appendix G. Said Assessment Parity Charge is fixed pursuant to Section 22280 of the Water Code to raise money for District purposes in lieu of assessment. This charge shall be in addition to any and all other charges and requirements set forth by the District and shall be used for purposes authorized by Section 22280 of the Water Code.

A. **Waiver of Charges to Public Utility:** An Assessment Parity Charge shall not be required to be paid by a water company which: (1) is a public utility subject to regulation by the Public Utilities Act, and (2) maintains and operates a distribution system.

B. Waiver of Charge to Mutual Water Company: An Assessment Parity Charge shall not be required to be paid by any mutual water company serving land within the District and supplying water to its own members exclusively and through only its own facilities.

C. Exceptions to Waiver: Waivers shall not apply to any land owned by such public utility or such mutual water company for which water may be served directly from the lines and works of the District.

D. Credit for Prior Payment: In instances where the applicant requests a modification of service or there is a change in land use and the Assessment Parity Charge has been previously paid by the owner, tenant or predecessor in interest, the amount of such previously paid charge shall be credited against the current per acre charge set forth in Appendix G.

E. Exemptions: The Lakeshore No. 1, Lakeshore No. 2 and Ana Verde Special Assessment District are exempted from this charge.

F. Westmont Improvement District: There shall be a credit for payments made by virtue of special assessments of the Westmont Improvement District against the applicable Assessment Parity Charge.

10.07: CAPITAL IMPROVEMENT (IMPACT) FEE **(Revised. 11-26-18, Appendix Revised 3-24-25 Effective 4-1-25)**

In order to provide funds for the construction of District facilities and acquisition of water supply to meet water demands created by future development, the Board has determined that developers shall be required to contribute toward the cost of constructing the additional facilities and acquisition of water supply required to meet increasing demands for water service. In order to implement this determination and to comply with all legal requirements pertaining to such development fees, the Board authorized a study of the District's water system, facilities, and water supply which resulted in an

updated master plan known as "2016 Water System Master Plan Update" and the development of the "2010 Strategic Water Resources Plan." All of these documents constitute the District's Capital Improvement Plan in which costs shall be updated each year to reflect increases in construction costs. To the extent any such update changes the Capital Improvement Plan or Schedule of Capital Impact Fees (CIF) based on the actual costs or estimated costs tied to the Construction Cost Index, this policy shall also be updated and modified to be consistent with said changes and modified plan. Appendix H incorporates the proposed modifications to the existing Capital Impact Fees and includes the Water Supply Component of said fees adopted in 2014 and updated using the Construction Cost Index from Engineering-News Record online services.

A. **Purpose**: The purpose of the Capital Impact Fee is to create a fund to finance the estimated reasonable cost of capital improvements required to meet anticipated demands for water service arising from new residential, commercial and industrial development within the District's service area.

B. **Elevation Zones:** Given the nature of a water service system and the topographic and geographic characteristics of the District's service area, the Infrastructure component of the Capital Impact Fees to be imposed on new developments are segregated by elevation zone. The purpose of this segregation is, to the extent possible, to fairly allocate the fees accordingly to the benefit derived from the capital improvements to be constructed. Accordingly, different fees will be charged under this policy depending upon the elevation zone in which the ultimate water consumer is or will be located, as well as by type of service involved.

C. **Single Family Residential Connections:** The Board has determined that anticipated water usage based on historical data should be the primary basis for determining Capital Impact Fees for residential

connections. Residential water usage varies depending on whether the connection is for a single-family residence or part of a larger residential complex such as apartments, condominiums or mobile home parks. As explained in the study, the District made an analysis of water usage by type of residential dwelling unit. This analysis led to the development of a "single family dwelling unit or equivalent dwelling unit" equating two multiple family dwelling units to each single-family dwelling unit for purposes of the Capital Impact Fee as applied to residential units. Thus, developers of residential units, regardless of type, are assessed a Capital Impact Fee for each single-family dwelling unit or equivalent dwelling unit, depending upon the applicable elevation zone. The schedule of such fees applicable to single family residential units is set forth in Table 1 of Appendix H. In cases where a single-family residential connection requires a fire flow requirement specified by the County of Los Angeles which is in excess of 1250 GPM for two hours, the method of calculating said Capital Impact Fee is attached hereto as Appendix H.

D. Commercial/Industrial and Multifamily Residential Connections: The Board has determined fire flow requirements specified by the County of Los Angeles and the domestic usage of these connections should be the primary basis for determining the Capital Impact Fees for commercial/industrial and multifamily residential connections. The developer will be assessed a Capital Impact Fee based upon the fire flow and domestic water demands. The method of calculating Capital Impact Fees for commercial/industrial and multifamily residential developments are set forth in Appendix H.

E. Temporary Structure Connections: The Board recognizes that the amount of the capital improvement charge for nonresidential services

should be adjusted in the event the structure to which service is to be provided is a temporary structure. The District policy is to provide for some proportionate reimbursement of such charges based upon the duration of service. For purposes of this paragraph, a "temporary structure" is one manufactured under state license in whole or in sections in a factory, transported to a site, placed and, if in sections, joined together thereon and may be disconnected and removed in the same configuration as initially delivered and placed. When a party applies for water service for a temporary structure, the District Capital Impact Fees calculated pursuant to Appendix H shall be applied and paid. In the event that the water service is discontinued and the temporary structure removed from the site prior to the running of a 10-year period following payment of the Capital Impact Fee, the District will reimburse the applicant, or the applicant's designated successor, an amount equal to:

$$\text{Reimbursement} = \text{CIF} - \frac{\text{CIF}(n)}{120}$$

For purposes of this formula, the following definitions apply:

1. "C.I.F." means the amount of Capital Impact Fees originally paid.
2. "n" means the time expressed in months up to a maximum of 120 months that water service was provided to the temporary structure following payment of the Capital Impact Fees.

10.08: MAIN EXTENSIONS (Revised 7-1-08, Appendix I revised 5-13-24))

The District has determined that sound engineering and economic practices require that water system facilities be designed and constructed in order to provide hydraulic integration. This will allow consumers to obtain more dependable supplies of water. If an applicant's property does not front upon an existing distribution main of the District, such applicant shall, in addition to any

and all other charges, be required to pay the cost of a main extension of a size to be determined by the District. The size of the extended main may be larger than that required to serve the applicant in which case the applicant shall be entitled to reimbursement in accordance with the District's Main Extension Reimbursement Policy, as set forth in Article 11.03. In addition, the cost may include the cost of providing a circulating line to avoid a dead-end line if deemed necessary by the District.

A. Payment of Costs: Prior to construction by the District, the applicant shall deposit an amount of money equal to the Manager's cost estimate of the work.

B. Water Main in a Private Street: The District will not install a water main in a street which is not formally dedicated to public use unless the following conditions are met at no cost to the District:

1. The applicant grants to the District such easement or easements for the installation, maintenance and replacement of water lines and appurtenances required for such service as determined by the Manager on an approved District form.

2. The Board approves the easement and the application for service.

10.09: CONTRIBUTIONS FOR EXISTING FACILITIES

Whenever any water line of the District now exists, or is hereafter placed adjacent to any parcel of property through which water may be served to parcels abutting on said line, there shall be paid at the time service is required to such parcel a contribution on the existing main and other facilities an amount based upon the number of front feet of the parcel adjacent to and to be served by the connection, multiplied by the amount per diameter inch set forth in Appendix I attached hereto.

10.10: DEADEND LINES

No dead-end lines shall be permitted, except at the discretion of the Manager, and in cases where circulation lines are necessary, they shall be designed and installed by the District as part of the cost of the main extension and in accordance with District policy regarding circulating water system as set forth in Article 11.02.

10.11: PROVISION OF SERVICE

The District shall not be obligated to provide water service to any applicant for water service until after any and all fees, charges and past due assessments owing to the District and associated with the parcel seeking water service shall have been paid in full.

ARTICLE 11: RULES APPLICABLE TO DEVELOPERS AND SUBDIVIDERS
(Revised 7-1-08)

Construction of all distribution mains and other necessary facilities required in subdivisions, or to service a remote parcel of land, shall be performed and paid for by the developer or subdivider as set forth in this Article and in accordance with the Agreement for Acquisition and Construction of Water System Improvements attached hereto as Appendix Y. In some cases, the District may require larger size mains to be installed than is actually required to serve a particular subdivision or remote parcel.

11.01: APPLICATION PROCEDURE

A. Submission of Plans and Fire Requirements:

The subdivider or developer shall furnish the District with the following:

1. Street Plans

2. Grading Plans

3. Tract Map

For commercial and industrial developments, the developer shall determine and indicate on one copy of the tract map the sizing of all service connections, subject to District approval. For residential developments, the District shall determine the sizing of each service connection.

4. Plot Plan

5. Sewer Plan

6. Storm Drainage Plan

7. Fire Department Requirements (one copy of plot plan stamped by the Fire Department showing fire hydrant location and fire flow requirements).

B. Master Plan: In cases where the total area to be developed covers more than one tract, a master plan of the entire area shall be furnished by the developer.

C. Request for Statement of Water Availability: Upon written request by the developer to the District and upon approval by the Manager of the proposed water system improvements required to serve the development, including any oversizing or off-site facilities required by the District, the District will provide the developer with a letter regarding water availability to the development. Such letter shall expressly condition water service upon the terms set forth in the letter and upon the completion in accordance with the plans and specifications and acceptance by the District of all system improvements required by the District in connection with the development.

11.02: CIRCULATING WATER SYSTEM

In order to preserve water quality and to conserve water, the District will approve the design of and subsequently accept only project water systems for subdivisions, apartment complexes, etc. which provide not only for full

circulation for each water main within the system but also each water main within the system must be connected to active mains of each end of said system main to provide two separate sources of supply.

A. Project Street Patterns: Designers and planners should develop street patterns for projects under their jurisdiction which permit installation of fully circulating water systems.

B. Off-Site Improvements: Where necessary, the developer shall construct, subject to plans approved by the District, such off-site facilities as required to provide a fully circulating water system. The developer shall obtain and subsequently convey to the District, such easements as may be necessary for installation of such off-site facilities.

C. Easements Required: Where street patterns cannot reasonably be designed to accommodate circulating systems, or for other reasons deemed valid by the District, a minimum of a ten-foot-wide easement shall be granted to the District for circulating mains to enable District to have access to such facilities for repair or replacement. Where necessary, the developer shall provide a minimum of a ten-foot-wide access easement between public rights-of-way and the circulating water main easements.

D. District Approval of Easements: Any easements provided hereunder must first be approved by the District as to location and form. Easements must prohibit construction of any structures and the planting of trees and shrubs on the easement and must be provided at no cost to the District.

E. Title Insurance: Where easements are provided, the developer must also provide a policy of Title Insurance, insuring the District's right, title and interest in the easement granted. The minimum amount of such policy shall be $25,000, except where deemed insufficient by the

Manager, in which case the amount required shall be determined by the Manager.

11.03: MAIN EXTENSIONS

Sound engineering and economic practices require that water system facilities be designed and constructed in order to provide hydraulic integration. Accordingly, the District may require developers to construct facilities off-site which could not necessarily be required to provide service to the individual development.

The District recognizes that such off-site facilities whether they are oversized or extended may be of benefit to subsequent developments. In some instances, facilities required will be available for connection by subsequent developers. In other instances, no connections will be permitted.

A. **Reimbursement Agreement**: If any water system plans approved by the District include the construction of off-site facilities, the District and the developer will enter into a reimbursement agreement, a form of which is attached hereto as Appendix I.

B. **Subsequent Connections Available**: If the facilities constructed are available for subsequent connection, the District agrees to collect a fee from owners of property fronting on such facilities in an amount per diameter inch of main as set forth in Appendix I times the number of front feet of the property adjacent to and to be served by the connection. The amount to be collected will depend upon whether District policy allows connection to the main from both sides of the street or only from one side of the street. This amount will be paid to the developer when received by the District. This reimbursement right will extend for a period of ten years from the District's acceptance of the line.

C. **No Subsequent Connections**: If the facilities are not available for subsequent connection, the District will reimburse the developer, at the

time of acceptance of the line, an amount per diameter inch of main as set forth in Appendix I times the lineal feet of main constructed.

D. Deduction from Capital Improvement Fees: Where a Capital Improvement Fee has been assessed in accordance with Article 10.07 hereof, the developer may deduct any reimbursement amount due under Paragraph C above from the Capital Improvement Fees due.

E. District Review: The District will review and consider revision of this policy for determination of future reimbursements at least every two years.

11.04: PROVISION OF SERVICE

The District shall not be obligated to provide water service to any applicant for water service until after any and all fees, charges and past due assessments owing to the District and associated with the parcel seeking water service shall have been paid in full.

ARTICLE 12: RULES APPLICABLE TO INTERACTION BETWEEN THE DISTRICT AND MEMBERS OF THE PUBLIC
(Revised 3-11-15)

12.01: RECORD-RETENTION **(Revised 10-14-19)**

To establish an orderly procedure for the storage, reproduction, and possible destruction of records, the Board approved Resolution 19-14 adopting a Record-Retention Policy and Record-Retention Schedule attached hereto as Appendix W.

12.02: ACCESS TO DISTRICT RECORDS

The District shall make available a copy of any District record not exempt from disclosure to any person requesting such record.

A. Form of Request: The request for a copy of District records must be in writing and must describe, with reasonable particularity, a record readily identifiable by District personnel.

B. **District Determination of Compliance:** The District, within 10 days of actual receipt of a proper request, shall determine whether to comply with the request and will notify the person making the request of such determination and the reasons therefore.

C. **Extension of Time for Determination:** In unusual circumstances, as specified below, the time for determination of District compliance may be extended for a period not to exceed 10 working days, by written notice from the Manager to the person making the request setting forth the reasons for the extension and the date on which a determination will be mailed. Unusual circumstances are:

1. The need to search District facilities or other locations that are separate from the main District office.

2. The need to search for, collect and examine a voluminous amount of separate and distinct records demanded in a single request.

3. The need to consult with another agency having a substantial interest in the determination of the request.

D. **No Compilation or Extraction:** The District will provide, unless impracticable to do so, an exact copy of the record requested. The District is not obligated to create a compilation or extract of its records in response to a request.

E. **District Review:** The District will review and consider revision of this policy for determination of future reimbursements from time to time.

12.03: REQUEST FOR PUBLIC HEARING

Where a decision or determination has been made by the Board or by District personnel, which decision impacts a Consumer, developer or other person, that person may request a review of the District decision or determination and, if necessary, a hearing before the Board.

A. Request for Review: Where a decision or determination has been made by District personnel other than the Manager, the person disputing such decision or determination may request, in writing, a review of that determination by the District Manager. The Manager shall respond, or set forth reasons why additional investigation is needed, within 20 days of receipt of the request.

B. Board Review: Where a decision or determination has been made by the Board or the District Manager, including a response by the Manager to a request for review, the person disputing such decision or determination may request, in writing, a hearing before the Board. Upon receipt of such request at least ten days prior thereto, the matter will be placed on the agenda for hearing at the next Board meeting, unless impracticable, in which case the matter shall be placed on the agenda for hearing at the next successive Board meeting.

C. Hearing Procedure: At the Board meeting, the matter shall be called as it appears on the agenda. At that time, the interested party shall be given an opportunity to be heard as to why the Manager's determination shall not be upheld. The burden of demonstrating to the Board why the Manager's determination should be overruled shall lie with the interested party. The Board shall consider only the evidence available to the Manager at the time he made his determination.

D. Decision Final: All decisions by the Board shall be final and binding.

12.04: SALE OF DISTRICT LANDS

A. Surplus Property: Upon the determination by the Board that real property belonging to the District is no longer necessary for District purposes, other than for the purpose of exchange, such property shall be designated surplus property. The District may dispose of surplus land as set forth hereafter.

B. Offer to Sell or Lease: Prior to disposing of surplus land, the District shall send a written offer to sell or lease such land as follows:

1. A written offer to sell or lease for development of low- and moderate-income housing shall be sent to any local public entity responsible for the development of such housing and within whose jurisdiction the surplus land is located. Upon written request therefore, housing sponsors as defined in Health and Safety Code Section 50074 shall also be sent written offers to sell or lease the surplus land. Priority shall be given to offers for development of the land for lower income disabled and elderly persons and other lower income households.

2. A written offer to sell or lease for park and recreational or open-space purposes shall be sent:

a. To the park or recreation department of the city where the land is located;

b. To the Los Angeles County Parks and Recreation Department;

c. To the regional park authority having jurisdiction where the land is located;

d. To the State Resources Agency or any agency succeeding to its powers.

3. A written offer to sell or lease for enterprise zone purposes shall be sent to the nonprofit neighborhood enterprise association in the area where the land is located.

4. A written offer to sell or lease shall be made to the public school district where the land is located.

C. **Fair Market Value:** The District shall dispose of any surplus District land for its fair market value. Where necessary, an appraisal by a qualified appraiser shall be utilized to determine fair market value.

D. **Good Faith Negotiations:** After any entity specified in paragraph B above has notified the District in writing, within 60 days of receipt of the District's notification of intention to sell the land, of its interest in acquiring or leasing the land, the District and such entity shall enter into good faith negotiations for sale or lease. If the price or terms cannot be agreed upon after a negotiation period of at least 60 days, the District may dispose of the land to any interested party, in the Board's discretion.

E. **Exempt Surplus Land:** The requirements set forth in this Article 12.03 shall not apply to District surplus lands which are exempt. Exempt surplus land is land which is:

1. Less than 5,000 square feet in area;

2. Less than minimum legal residential building lot size;

3. Has no access of record and is less than 10,000 square feet in area.

Provided, however, that such surplus land is not contiguous to land owned by a state or local agency used for park, recreational, open-space or low- and moderate-income housing and is not located within an enterprise zone. Provided further, that unless such exempt surplus land is sold to an owner of property contiguous to the surplus land, it is not considered exempt for purposes of this Article.

F. **Appraisal:** Where a sale of District land is consummated, the District and the buyer shall share appraisal costs equally. Where the District is willing to sell but the buyer elects not to buy, the buyer shall pay the full cost of appraisal, which cost shall be retained from the buyer's deposit.

Where the buyer is willing but the District elects not to go forward with the sale, the District shall pay the full cost of appraisal.

G. Deposit: All offers to be considered by the Board shall be accompanied by a deposit in the amount of 10% of the proposed purchase price.

H. Broker's Fees: Brokerage fees shall be paid as agreed upon by the parties.

I. Escrow: The District and the buyer shall share escrow fees equally. The District will provide the buyer with a policy of Title Insurance at District expense.

J. Down Payment: The minimum down payment shall be 25% of the purchase price, unless modified by the Board.

K. Balance of Purchase Price: The remaining principal balance after the down payment may, upon approval by the Board, be on a Note Secured by Deed of Trust, executed by the buyer in favor of the District, and shall bear interest at current market rates.

12.05: DISTRICT EASEMENTS

Upon written application to the District and upon approval by the Board, the Board shall execute the necessary Quitclaim Deed or Affidavit required to confine or eliminate easements owned by the District. The person requesting such action shall pay a processing fee as set forth in Appendix D and must record the executed document within 30 days of receipt thereof.

12.06: RELOCATION ASSISTANCE LAW

The District has adopted Rules and Regulations implementing payments and administering relocation assistance as mandated by state law and incorporates those Rules and Regulations herein. The District Rules and Regulations Implementing the Relocation Assistance Law are attached hereto as Appendix J.

12.07: ACCEPTANCE OF GRANT DEEDS AND EASEMENTS (Approved 4-11-88, Appendix Y.1 Added 5/26/24)

The Manager is authorized and directed by the Board to accept and consent to the recording of grant deeds and grants of easements to the District as attached hereto as Appendix Y.1.

12.08: SALE OF DISTRICT PERSONAL PROPERTY (Revised 11-7-05)

A. Surplus Property: Upon the determination by the Board that personal property belonging to the District is no longer necessary for District purposes, such property shall be designated surplus property. Surplus personal property with insufficient value to warrant sale of such property to the public may be disposed of at the General Manager's discretion. The District may dispose of surplus personal property which has a residual value sufficient to warrant sale of such property to the public by sealed bid as set forth in 12.04.B. or by public auction utilizing a commercially available auction service.

B. Sealed Bid:

1. **Notice Inviting Bids:** Prior to disposing of surplus personal property, the District shall advertise such property for two or more days in a newspaper of general circulation inviting sealed bids. The Board may set minimum bids for individual items.
2. **Presentation of Bids:** All bids shall be presented under sealed cover on forms provided by the District as attached hereto as Appendix U.
3. **Opening of Bids:** At the time and place set forth in the Notice Inviting Bids, the bids shall be opened in public.
4. **Acceptance or Rejection of Bids:** The Board may reject any and all bids should it deem it to be for the public good or may award the surplus personal property to the highest bidder at the price specified in the bid.
5. **General Sale Terms and Conditions:** See Appendix U.

12.09 DISTRICT VEHICLE AND MOTORIZED EQUIPMENT REPLACEMENT POLICY AND PROCEDURE (Revised 4-28-10)

To help reduce cost of ownership through improved selection, replacement, and utilization, District vehicles and motorized equipment shall be replaced as set forth in Appendix Z.

12.10: YOUTH ORGANIZATION SPONSORSHIP (Revised 2-22-06)

The Board of Directors of the District recognizes the value and need for youth activities within the District's service area and finds and determines that such activities have direct and indirect benefits to the District and are consistent with the purposes for which it is formed. Upon written application to the District, the District will consider requests for funds to be used for sponsorship of recreational activities conducted by non-profit organizations benefiting youth up to the age of 16 within the District's service area. The District will also consider requests for sponsorship of other youth activities conducted by non-profit organizations within the service area when youth from these organizations provide volunteer services to the District in connection with District activities. The General Manager may approve the disbursal of funds in response to requests in the following manner:

A. The funds disbursed must be used for a public purpose involving activities for youth within the area served by the District. The determination of what constitutes such a public purpose shall be made in the sole discretion of the General Manager. Public purpose includes the demonstrated benefit to the District and its customers.

B. The total amount which may be authorized by the General Manager in any fiscal year may not exceed the amount designated in the annual budget for Youth Sponsorship.

C. The maximum amount which may be disbursed to any non-profit organization in a given fiscal year is $500.00.

D. The approved disbursal to a non-profit organization will be scheduled for presentation by the Board of Directors at a regular meeting of the Board.

12.11: FACILITY TOURS (Approved 4-26-04, Appendix T Revised 8-23-17)

The District has established conditions and requirements for various types of tours of its facilities. The District Facility Tour Policy is attached hereto as Appendix T.

12.12: UNMANNED AERIAL SYSTEM (DRONE) (Approved 10-11-17)

The District has established guidelines and responsibilities associated with the use of an Unmanned Aerial System (UAS) or "Drone" for the purpose of enhancing the District's ability to conduct GIS mapping and aerial inspections of District facilities, projects and events as outlined in Appendix HH.

12.13: ELECTRICAL VEHICLE CHARGING STATIONS (Revised 12-10-18)

The Palmdale Water District received a grant from the Antelope Valley Air Quality Management District to install two electrical vehicle charging stations. The cost of the power used in charging the vehicles is as follows:

$0.30 per kilowatt hour for energy provided through Palmdale Water District's public electrical vehicle charging station with no time limitations and $0.00 per kilowatt hour for energy provided through Palmdale Water District's employee electrical vehicle charging station.

12.14: SOCIAL MEDIA TERMS OF USE (Approved 6-10-19)

To protect the integrity of information posted on the official social media pages of the Palmdale Water District, Social Media Terms of Use Guidelines have been established and are attached hereto as Appendix II.

12.15: LEGISLATIVE ADVOCACY POLICY (Approved 9-23-19)

To provide clear direction to District staff with regard to monitoring and acting upon bills during state and federal legislative sessions, a policy and procedures outline have been established and are attached hereto as Appendix FF.

12.16: OPERATION OF BUSINESS DURING PANDEMICS (Approved 4-27-20)

Following the declaration of the COVID-19 pandemic, the Board adopted the Coronavirus Disease (COVID-19) Pandemic Response Plan implementing staff and business operation procedures during a pandemic. The Pandemic Response Plan has been made part of Palmdale Water District's Emergency Response Plan.

ARTICLE 13: ANNEXATION TO THE DISTRICT

The following conditions pertain to annexation of land upon approval by the Board of the proposed annexation and compliance with statutory provisions prior thereto:

13.01: CHARGES FOR ANNEXATION

The owners of land hereafter annexed to the District shall pay all back assessments levied by the District since its inception, in addition to any other charges imposed by law.

13.02: CONDITIONS OF ANNEXATION

In addition to payment of charges specified in Article 13.01, the owner of land sought to be annexed to the District shall comply with District standards as to all lines, works and facilities constructed, including the size of line, quality of materials and workmanship. Said owner shall otherwise be subject to the terms and conditions set forth in the District Rules and Regulations relating to developers, subdividers and individual applicants for water service.

13.03: EASEMENTS

The owner of land sought to be annexed shall provide the District with any necessary easements required for District facilities in order to provide water service to the annexed property. Such easements shall be provided at no cost to the District. The owner shall provide a policy of Title Insurance, insuring the District's right, title and interest in the easement granted. The minimum

amount of such policy shall be $25,000, except where deemed insufficient by the Manager, in which case the amount required shall be determined by the Manager.

ARTICLE 14: RULES APPLICABLE TO THE OPERATION AND USE OF PALMDALE LAKE (Revised 1-28-09)

The primary purpose of Palmdale Lake is for storage of a dependable, potable source of water supply of the inhabitants of the District. In furtherance of that general policy, Palmdale Lake is not open to the general public for recreational purposes.

14.01: CONTROLLED RECREATION

Palmdale Lake shall be made available on a limited basis for controlled recreation. Such access shall be provided pursuant to agreement between the District and the particular person or persons desiring access to the lake. Recreational use is limited to boating, hunting and fishing only. No swimming or wading is allowed.

A. **Outside Boats:** To prevent invasive species (Quagga/Zebra Mussels) infestation of Palmdale Lake, outside boats are restricted from entering the Lake unless said boats have successfully undergone the proper inspection program as stated in Resolution 09-02 attached hereto as Appendix AA.

14.02: WATER LEVELS

To insure that enough water will be stored in Palmdale Lake to protect the District from a temporary disruption of water deliveries from the State Water Project or other source, minimum water levels shall be maintained:

A. From May 1 to October 1 of each year, the minimum water elevation shall be 2812.5 feet.

B. After October 1, the Lake may be drained down 5.5 feet to a minimum elevation of 2807.0 feet. That elevation shall be maintained until it can

reasonably be determined that water will be available in Littlerock Dam for delivery to Palmdale Lake.

C. At no time shall Palmdale Lake be drained to an elevation below 2805.0 feet without prior approval of the Board.

14.03: SANITATION FACILITIES

Adequate sanitation facilities shall be maintained at the clubhouse and at landings and other convenient places as needed.

ARTICLE 15: REPORTING REQUIRED BY STATE AND LOCAL AUTHORITIES

15.01: STATEMENT OF INVESTMENT POLICY **(Appendix K Revised 10-28-24)**

Pursuant to Government Code Section 53646, the Board shall adopt a Statement of Investment Policy annually. The Investment Policy establishes guidelines for the prudent investment of District funds. A copy of the current District Investment Policy is attached hereto as Appendix K.

15.02: STATEMENT OF RESERVE POLICY **(Revised 11-13-13, Appendix K.1 Revised 12-19-23)**

The Reserve Funds Policy conforms District practice to the requirements of State law and ensures the District will have sufficient funding available to meet operating, capital, and debt service cost obligations through the establishment of legally restricted reserves and Board restricted funds as attached hereto in Appendix K.1.

A. DEBT MANAGEMENT POLICY (**Approved 2-22-17, Appendix K.2 Added 5-23-24)**

Per California Senate Bill 1029. The District shall adopt a debt policy establishing goals for the use of debt instruments and guideline for the use of debt for financing water infrastructure and project needs as attached hereto As Appendix K.2.

15.03: FIXED ASSET CAPITALIZATION AND INVENTORY CONTROL POLICY (Approved 9-26-07, Appendix X Revised 2-25-19)

To ensure adequate control and appropriate use of the Palmdale Water District's fixed assets, the District has established a Capitalization Policy and an Inventory Control Policy attached hereto as Appendix X.

15.04: FINANCIAL REPORTS

A report of all financial transactions of the District shall be filed with the State Controller for each fiscal year within ninety (90) days of the end of that fiscal year. The report shall be in the form mandated by the State Controller.

15.05: DISTRICT ROSTER

A. Filing Statement: The District shall file with the Secretary of State and the Los Angeles County Clerk a statement containing the following:

1. The full, legal name of the District.

2. The District's official mailing address.

3. The name and residence or business address of each Board member.

4. The name of the President of the Board and the name and address of the District secretary.

B. Amendments to Statement: Within ten (10) days after any change in the information provided in the statement filed pursuant to section A above, the District shall file an amended statement containing updated information with the Secretary of State and the County Clerk.

15.06: CAMPAIGN STATEMENTS

The District is governed by the Political Reform Act, as set forth in Government Code Sections 81000, et seq. District officers and Board members are, therefore, subject to the filing requirements of said Act.

ARTICLE 16: RULES, POLICIES AND PROCEDURES REGARDING EMPLOYER-EMPLOYEE RELATIONS (Revised 10-26-20)

Pursuant to Government Code Sections 3500 et seq., also known as the Meyers-Milias-Brown Act, the Board has adopted Resolution No. 20-17, which provides a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the District and employee organizations. A copy of Resolution No. 20-17 is attached hereto as Appendix Q.

16.01: Y-RATING POLICY

"Y-rating" is a procedure whereby an employee who is reclassified, transferred or demoted downward to a classification having a lower pay range than his/her current classification may retain his/her current pay rate after the position change. Except as specifically prohibited elsewhere, Y-ratings shall be given when persons or positions are reclassified, transferred or demoted downward for the District's convenience without considering an employee's merit or lack of it. Employees with Y-ratings will be frozen at their current pay rate and will not receive a salary range adjustment or cost of living increase until the salary range related to their new position exceeds the Y-rated pay rate. Shift differential shall be paid in addition to the Y-rated pay rate when the employee's new position qualifies for such pay. Other Differentials shall be added to the Y-rated pay rate, as applicable. Y-ratings shall be approved or denied at the discretion of the General Manager.

The practice of Y-rating is not to be confused with disciplinary involuntary demotion, salary range adjustments, or other normal personnel procedures. Y-ratings are sometimes, but not always, associated with a reorganization and redistribution of duties and responsibilities within the District.

ARTICLE 17: PROCUREMENT AND PURCHASING POLICY

(Revised 11-25-24)

The District's Procurement and Purchasing Policy for all contracts for any improvement, job, construction project or unit of work, and all acquisitions of material or equipment as well as the General Manager's acquisition authority is outlined in Appendix M attached hereto.

ARTICLE 18: CLAIMS PRESENTED AGAINST THE DISTRICT

This article was passed, approved, and adopted at the Regular Board meeting of the Board of Directors held on August 27, 2014 as referenced in Resolution No. 14-14 attached hereto in Appendix CC.

18.01: AUTHORITY

This regulation is enacted pursuant to Section 935 of the California Government Code.

18.02: CLAIMS REQUIRED

All claims against the District for money or damages that are excluded by Government Code § 905 and that are not otherwise governed by the Government Claims Act, California Government Code §§ 900 et seq., or another state law (hereinafter in this resolution, "claims") shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this Chapter.

18.03: FORM OF CLAIM

All claims shall be made in writing and verified by the claimant or by the guardian, conservator, executor, or administrator of claimant. In addition, all claims shall contain the information required by California Government Code

§§ 910 through 915.4. The foregoing reference to Government Code §§ 910 through 915.4 shall not be construed to authorize a class claim, and no claim may be filed on behalf of a class of persons unless verified by every member of that class.

18.04: DELIVERY OF CLAIMS AND ADMINISTRATION

All documents setting forth claims or demands against the District must be delivered to the District Office, located at 2029 East Avenue Q, Palmdale, California 93550, to the attention of the General Manager. The General Manager, or designee, shall audit each demand and investigate each claim for damages and shall cause the same to be promptly presented to the Board of Directors with a recommendation as to the action which should be taken. Notwithstanding the foregoing, the General Manager may delegate to a third-party administrator the general administration of claims under the continued supervision of the General Manager.

18.05: CLAIM PREREQUISITE TO SUIT

In accordance with California Government Code §§ 935(b) and 945.6, all claims shall be presented as provided in this section and acted upon by the District prior to the filing of any action on such claims, and no such action may be maintained by a person who has not complied with the requirements contained in this resolution.

18.06: ACTIONS FOR PAYMENT OF TAXES, FEES OR FINES; PAYMENT REQUIRED PRIOR TO COMMENCEMENT OF LEGAL ACTION

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the District or an officer thereof to prevent or enjoin the collection of taxes, fees, or fines sought to be collected pursuant to any provision, resolution, or ordinance of the District for the payment of all taxes, fees, or fines. Payment of all taxes, fees, or fines,

interest, and penalties shall be required as a condition precedent to seeking judicial review of the validity or application of any such tax, fees, or fines.

18.07: SUIT

Any action brought against the District upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the District shall conform with the requirements of Section 950-951 of the California Government Code.

18.08: WARRANT FOR PAYMENT

If a claim or demand against the District is presented to the Board of Directors and allowed and ordered paid by it, the General Manager shall draw a warrant upon the Finance Director for the amount allowed, which warrant shall be countersigned by the General Manager. The warrant shall also specify for what purpose it is drawn and out of what fund it is to be paid.

If the warrant statement referred to shows sufficient available funds in the treasury legally applicable to the payment of the same, and in case of a written contract that the condition under which the money would become due has been performed, the General Manager shall cause a warrant to be drawn thereon, in the same manner as provided for the payment of other claims and demands.

18.09: SPECIAL CLAIMS PROCEDURES

Notwithstanding the general provisions of Section 19.02 with respect to claims, pursuant to the authority contained in Section 935 of the California Government Code, the following claims procedures are established for those claims against the District for money or damages not now governed by state or local laws:

A. Employee Claims: Notwithstanding the exceptions contained in Section 905 of the California Government Code, all claims by public officers or employees for fees, salaries, wages, overtime pay, holiday pay, compensating time off, or vacation pay, sick leave pay, and any other expenses or allowances claimed due from the District, when a

procedure for processing such claims is not otherwise provided by state or local laws shall be presented within the time limitations and in the manner prescribed by Sections 910 through 915.4 of the California Government Code relating to the prohibition of suit in the absence of presentation of claims and action thereon by the Board of Directors.

B. **Contract and Other Claims:** In addition to the requirements of this resolution, and notwithstanding the exemptions set forth in Section 905 of the California Government Code, all claims against the District for damages or money, when procedure for processing such claims is not otherwise provided by state or local laws, shall be presented within the time limitations and in the manner prescribed by Sections 910 through 915.4 of the California Government Code relating to the prohibition of suit in the absence of presentation of claims and action thereon by the Board of Directors.

APPENDIX A

PALMDALE WATER DISTRICT

MAP OF VOTING DIVISIONS

RESOLUTION NO. 22-3

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING THE CURRENT DIVISION MAP FOR THE DISTRICT

WHEREAS, the Palmdale Water District is a California Irrigation District under Division 11 of the California Water Code; and

WHEREAS, Water Code Section 21605(b) provides that the boundaries of an irrigation district must be evaluated and modified, if necessary, after each decennial census by following the requirements of Election Code Section 22000 et seq; and

WHEREAS, the District engaged Bear Demographics & Research to prepare an analysis for the possible reapportionment of the District's boundaries; and

WHEREAS, Bear Demographics & Research presented its analysis, including a series of adjustment options, to the District's Board of Directors on February 14, 2022.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

The Board of Directors of the Palmdale Water District hereby retain the current Division map, attached hereto as Exhibit A and incorporated herein by reference, and elect to keep the reapportionment of the District's boundaries pursuant to the terms and boundaries set forth in the plan.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 14th day of March, 2022, by the following vote:

AYES: President Dizmang, Directors Dino, Wilson, Mac Laren-Gomez
NOES: None.
ABSENT: None.
ABSTAIN: None.

President, Board of Directors

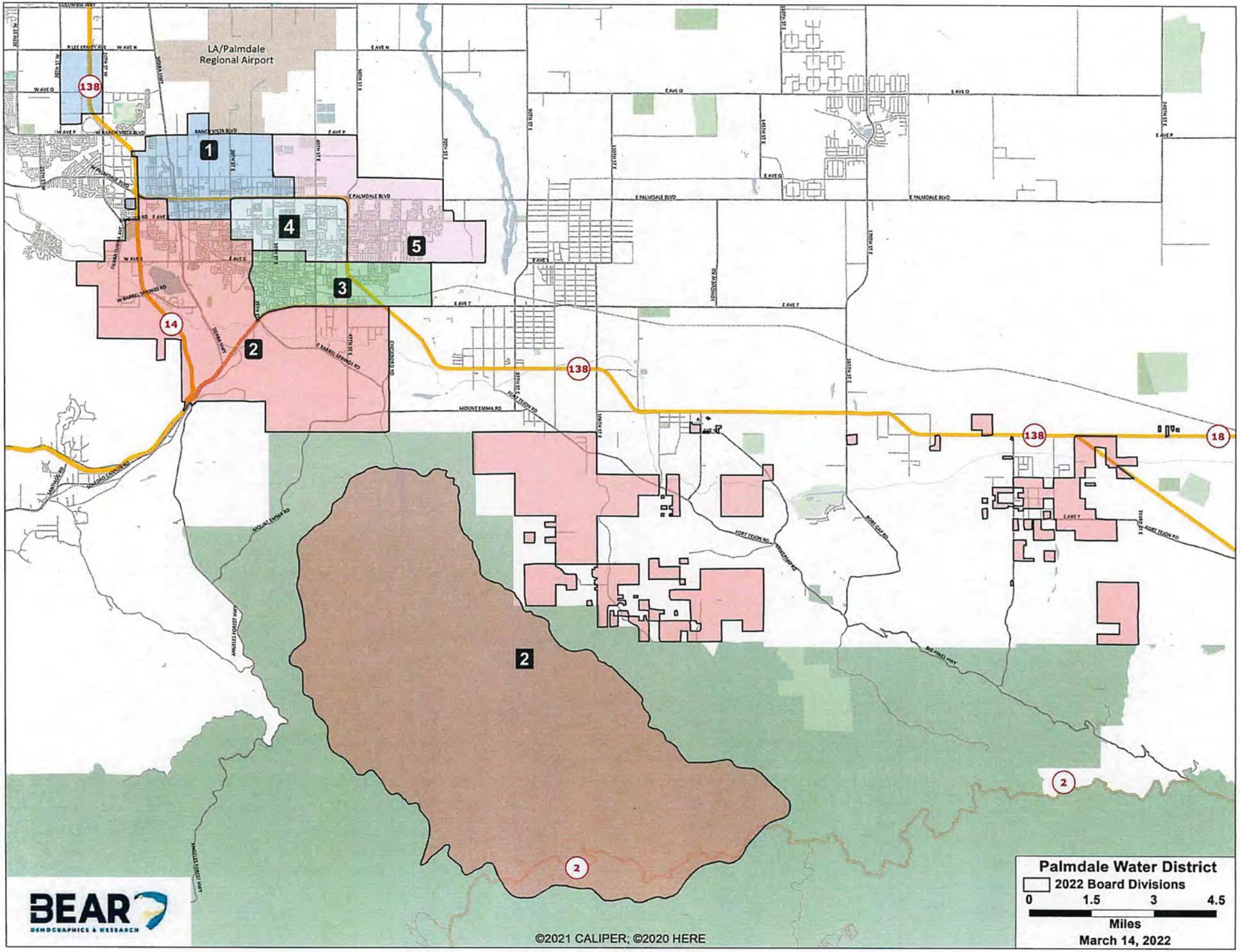
ATTEST:

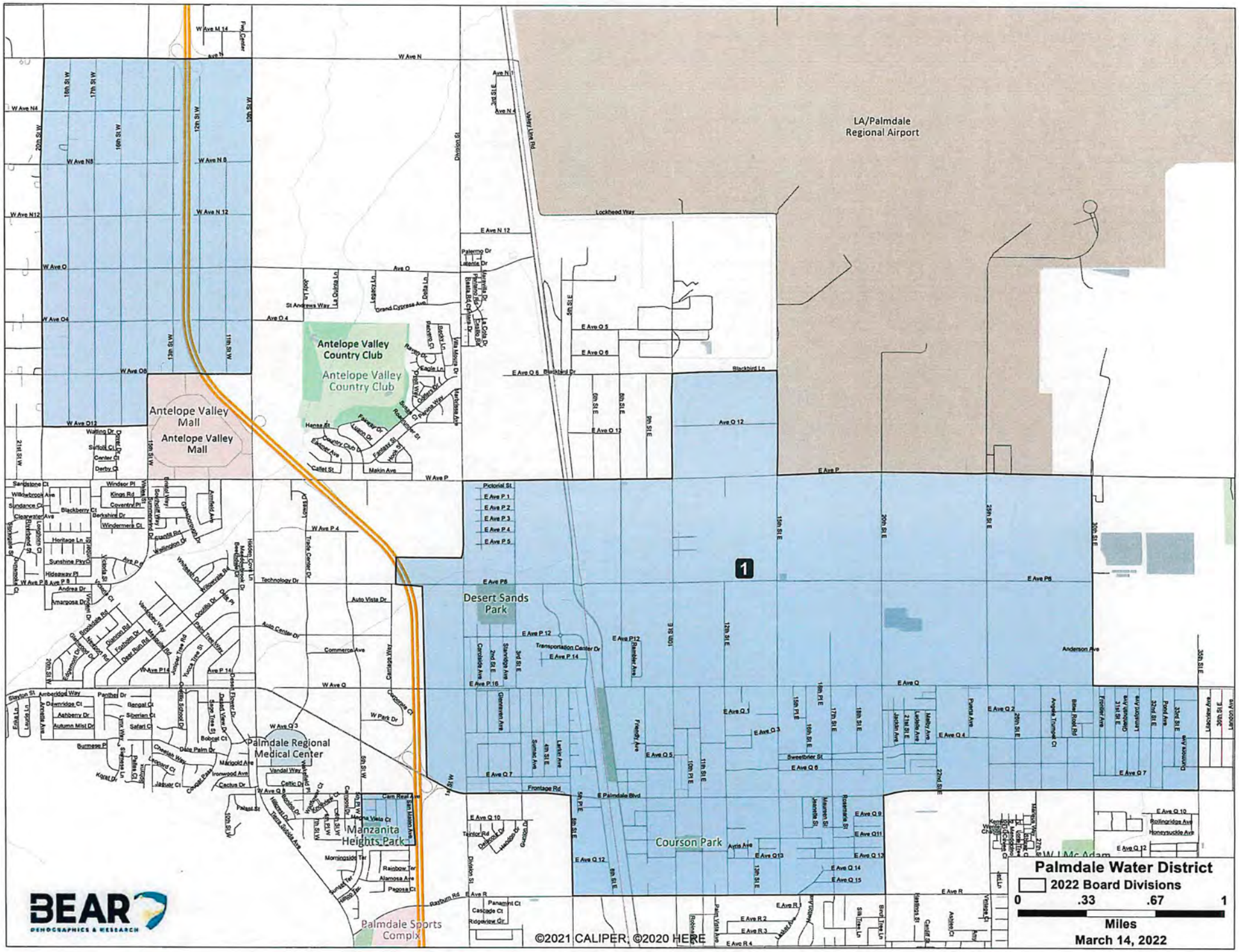
Secretary, Board of Directors

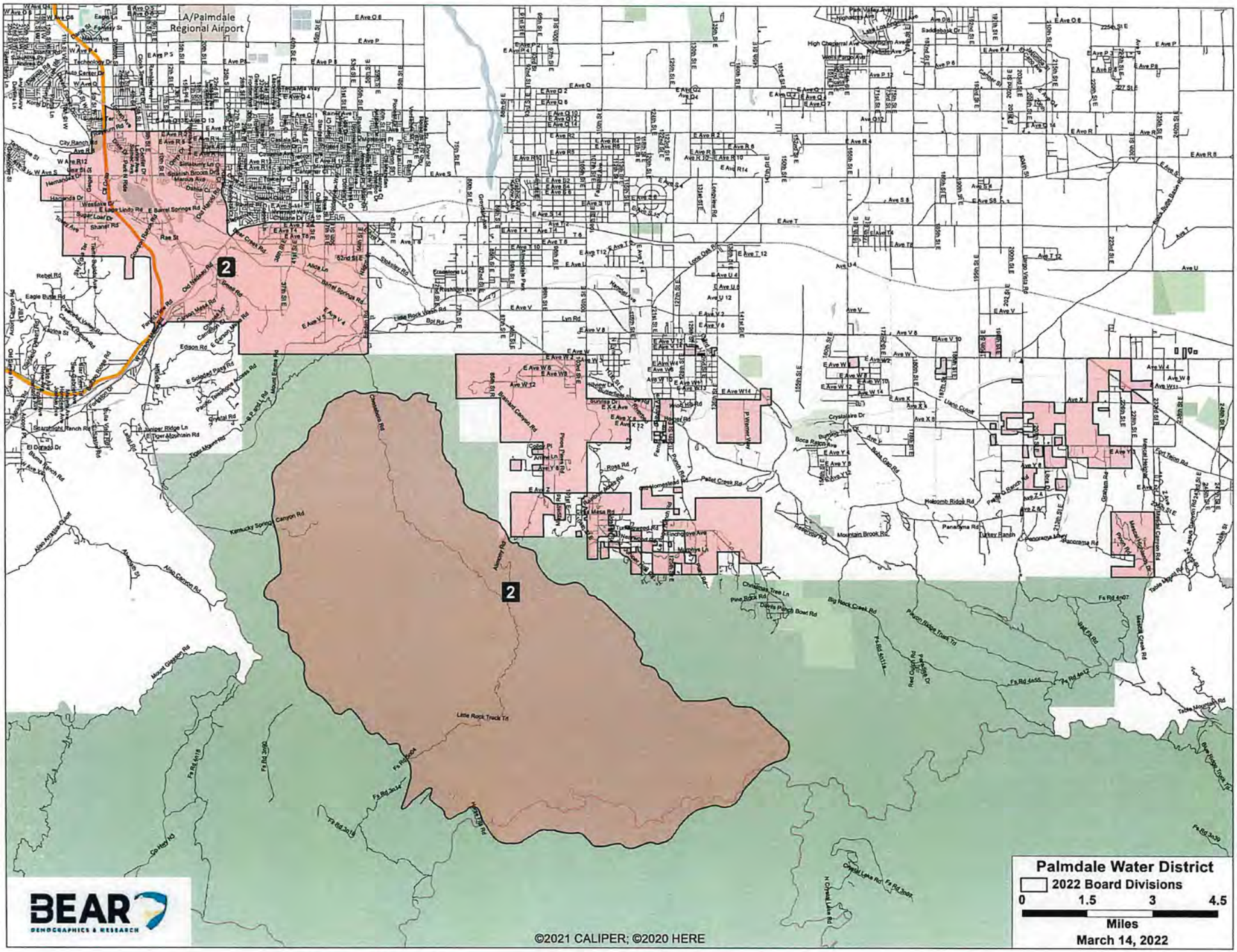
APPROVED AS TO FORM:

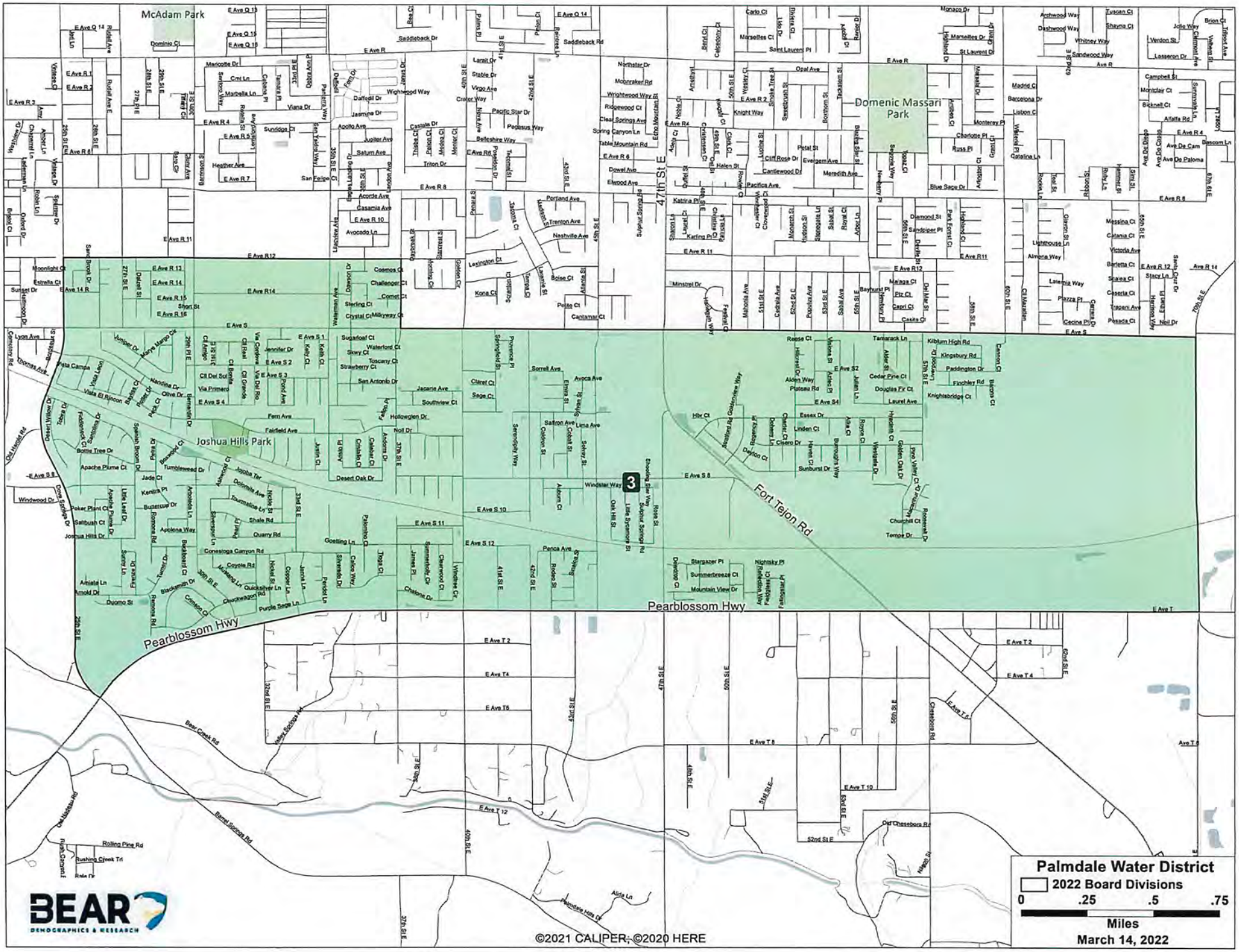
Aleshire & Wynder, LLP, General Counsel

EXHIBIT A

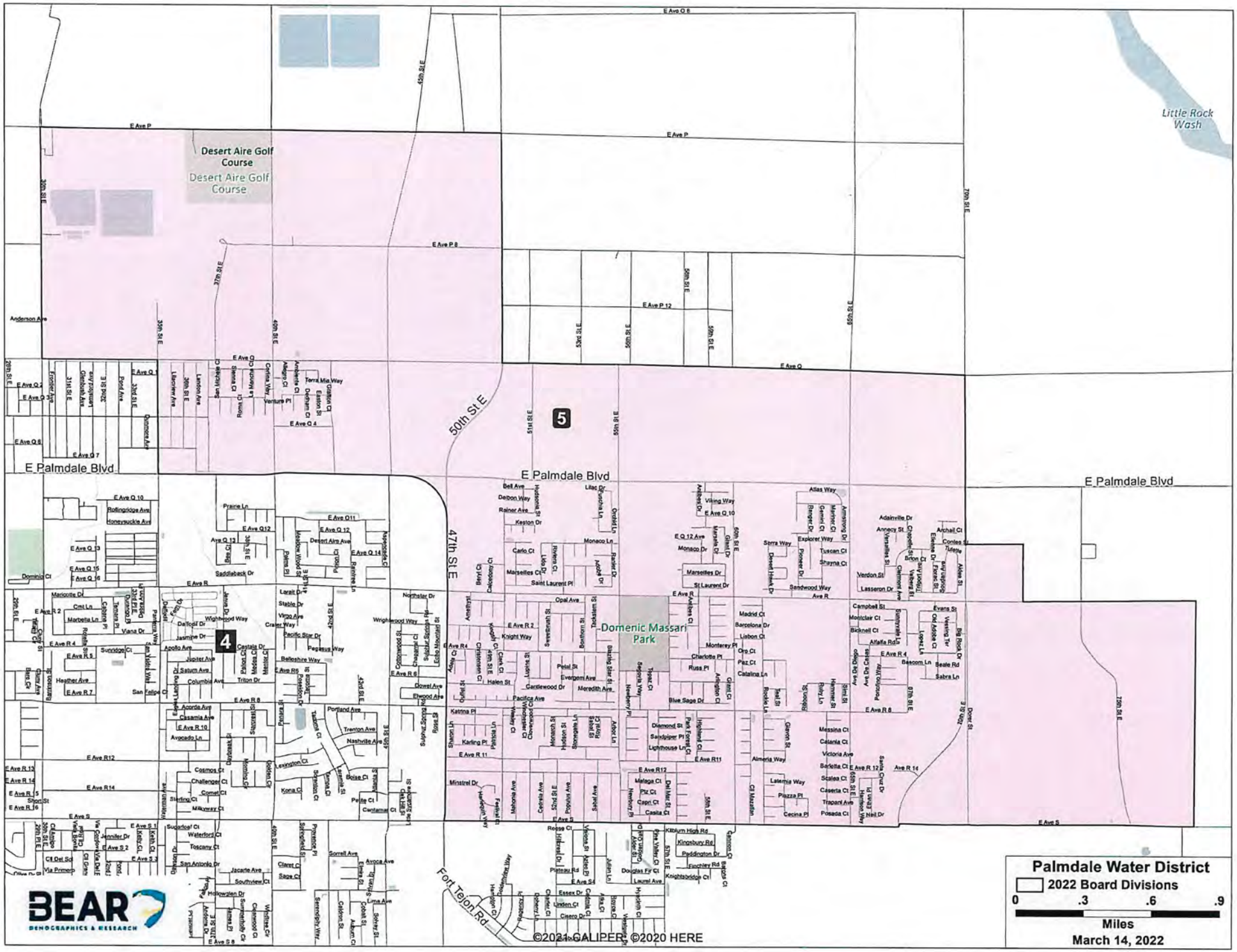

LA/Palmdale
Regional Airport
1
2
3
4
5
2
2
2
138
14
138
138
18
2
Palmdale Water District
2022 Board Divisions
0
1.5
3
4.5
Miles
March 14, 2022
BEAR
DEMOGRAPHICS & RESEARCH
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LA/Palmdale
Regional Airport
Antelope Valley
Country Club
Antelope Valley
Country Club
Antelope Valley
Mall
Antelope Valley
Mall
Desert Sands
Park
Palmdale Regional
Medical Center
Manzanita
Heights Park
Courson Park
Palmdale Sports
Complx
1
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Palmdale Water District
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March 14, 2022


LA/Palmdale
Regional Airport
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Palmdale Water District
2022 Board Divisions
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4.5
Miles
March 14, 2022
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McAdam Park
Domenic Massari Park
Joshua Hills Park
47th St E
Fort Tejon Rd
Pearblossom Hwy
Pearblossom Hwy
3
Palmdale Water District
2022 Board Divisions
0 .25 .5 .75
Miles
March 14, 2022
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E Palmdale Blvd
Palmdale Blvd Frontage Rd
E Palmdale Blvd
20th East Aly
50th St E
47th St E
McAdam Park
Ave R Frontage Rd
Antelope Dr
Bison Dr
Unicorn Dr
Gazelle Dr
4
Ave S Frontage Rd
Palmdale Cmtry
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Palmdale Water District
2022 Board Divisions
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Miles
March 14, 2022
BEAR
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Desert Aire Golf Course
Desert Aire Golf Course
Little Rock Wash
Domenic Massari Park
E Palmdale Blvd
50th St E
47th St E
Fort Tejon Rd
5
4
Palmdale Water District
2022 Board Divisions
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Miles
March 14, 2022
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APPENDIX B

PALMDALE WATER DISTRICT

CONFLICT OF INTEREST AND DISCLOSURE CODE

RESOLUTION NO. 20-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AMENDING THE CONFLICT OF INTEREST AND DISCLOSURE CODE FOR THE PALMDALE WATER DISTRICT

WHEREAS, the Political Reform Act ("Act"), Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, under the Act, the District must periodically review its internal organization to determine: (i) whether any position that has been added to the District constitutes a designated position under the District's Conflict of Interest and Disclosure Code ("Code"); or (2) whether the duties of any existing position that is currently not a designated position have changed such that the position now constitutes a designated position under the District's Code; and

WHEREAS, the District's Code was last approved by the County of Los Angeles Board of Supervisors effective December 13, 2017; and

WHEREAS, Exhibit B of the District's Code must be modified to revise the title of Water and Energy Resources Director to Resource and Analytics Director as reflected on the Palmdale Water District Organization Chart attached hereto as "Exhibit 1" and as shown on the revised Code attached hereto as "Exhibit 2" both incorporated herein by reference; and

WHEREAS, to meet the requirements of the Act, the District must amend its Conflict of Interest and Disclosure Code to reflect this change.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Palmdale Water District does hereby amend Exhibit B of its Conflict of Interest and Disclosure Code, setting forth the designated positions within the District and their disclosure obligations, as set forth on the attached "Exhibit 2."

BE IT FURTHER RESOLVED, that individuals holding newly-designated positions shall file Statements of Economic – Assuming Office Statements with the District General Manager or his designee, as required under the District's Code. All other individuals holding designated positions shall file Statements of Economic Interests as required by law and the District's Code. Within five days of receipt of the Statements filed by the Directors and by the General Manager, the District shall make and retain copies and forward the originals of these statements to the Los Angeles County Board of Supervisors. Statements for all other designated individuals will be retained by the District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Palmdale Water District held on October 12, 2020.

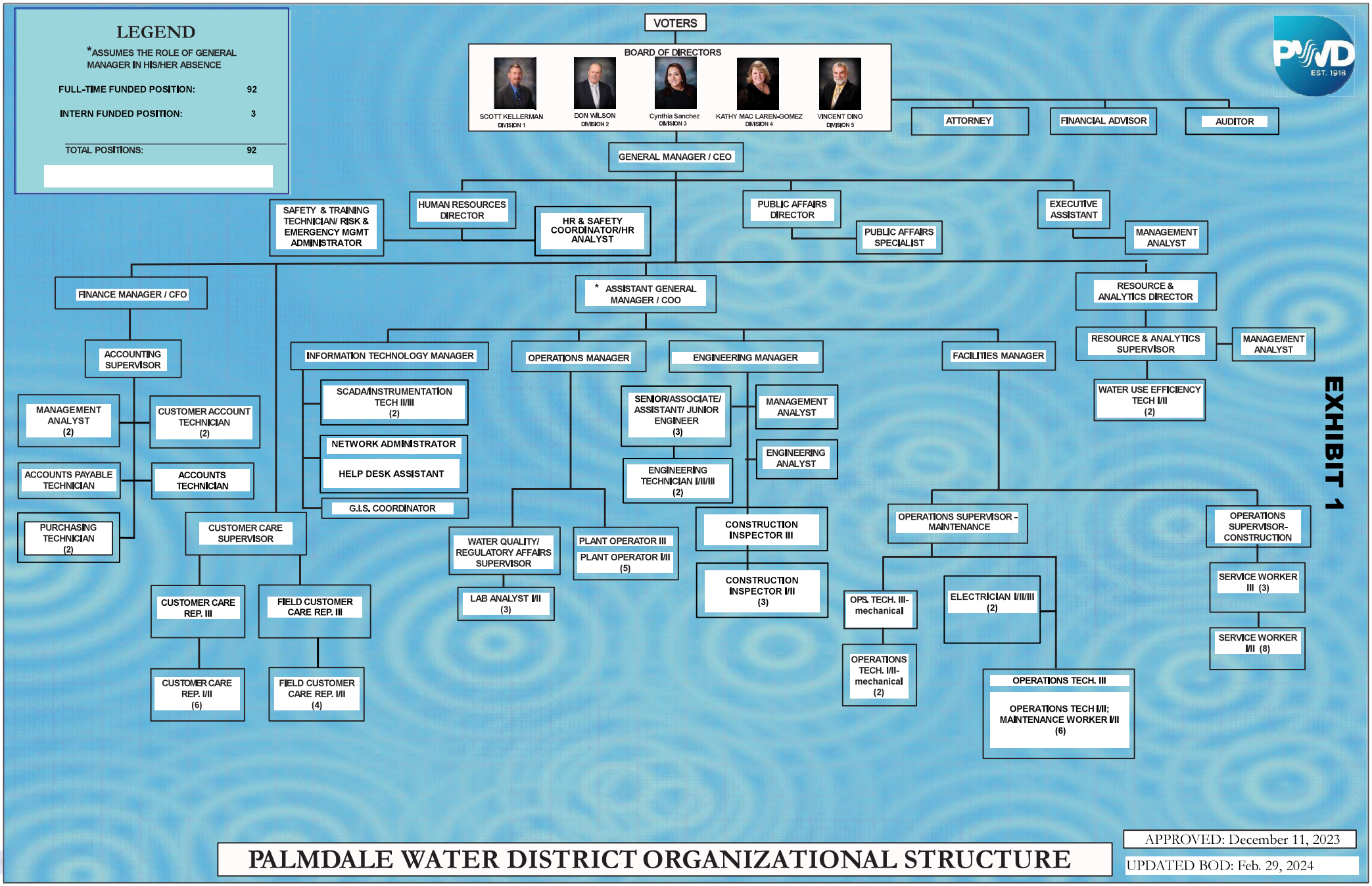
Vincent Dino, President

ATTEST:

Don Wilson, Secretary

APPROVED AS TO FORM:

BY:_____
Aleshire & Wynder, LLP, General Counsel


LEGEND
*ASSUMES THE ROLE OF GENERAL MANAGER IN HIS/HER ABSENCE
FULL-TIME FUNDED POSITION: 92
INTERN FUNDED POSITION: 3
TOTAL POSITIONS: 92
VOTERS
BOARD OF DIRECTORS
SCOTT KELLERMAN DIVISION 1
DON WILSON DIVISION 2
Cynthia Sanchez DIVISION 3
KATHY MAC LAREN-GOMEZ DIVISION 4
VINCENT DINO DIVISION 5
ATTORNEY
FINANCIAL ADVISOR
AUDITOR
GENERAL MANAGER / CEO
SAFETY & TRAINING TECHNICIAN/ RISK & EMERGENCY MGMT ADMINISTRATOR
HUMAN RESOURCES DIRECTOR
HR & SAFETY COORDINATOR/HR ANALYST
PUBLIC AFFAIRS DIRECTOR
PUBLIC AFFAIRS SPECIALIST
EXECUTIVE ASSISTANT
MANAGEMENT ANALYST
FINANCE MANAGER / CFO
* ASSISTANT GENERAL MANAGER / COO
RESOURCE & ANALYTICS DIRECTOR
ACCOUNTING SUPERVISOR
MANAGEMENT ANALYST (2)
CUSTOMER ACCOUNT TECHNICIAN (2)
ACCOUNTS PAYABLE TECHNICIAN
ACCOUNTS TECHNICIAN
PURCHASING TECHNICIAN (2)
CUSTOMER CARE SUPERVISOR
CUSTOMER CARE REP. III
CUSTOMER CARE REP. I/II (6)
FIELD CUSTOMER CARE REP. III
FIELD CUSTOMER CARE REP. I/II (4)
INFORMATION TECHNOLOGY MANAGER
SCADA/INSTRUMENTATION TECH II/III (2)
NETWORK ADMINISTRATOR
HELP DESK ASSISTANT
G.I.S. COORDINATOR
OPERATIONS MANAGER
WATER QUALITY/ REGULATORY AFFAIRS SUPERVISOR
LAB ANALYST I/II (3)
PLANT OPERATOR III
PLANT OPERATOR I/II (5)
ENGINEERING MANAGER
SENIOR/ASSOCIATE/ ASSISTANT/ JUNIOR ENGINEER (3)
MANAGEMENT ANALYST
ENGINEERING ANALYST
ENGINEERING TECHNICIAN I/II/III (2)
CONSTRUCTION INSPECTOR III
CONSTRUCTION INSPECTOR I/II (3)
FACILITIES MANAGER
OPERATIONS SUPERVISOR - MAINTENANCE
OPS. TECH. III-mechanical
OPERATIONS TECH. I/II-mechanical (2)
ELECTRICIAN I/II/III (2)
OPERATIONS TECH. III
OPERATIONS TECH I/II; MAINTENANCE WORKER I/II (6)
RESOURCE & ANALYTICS SUPERVISOR
MANAGEMENT ANALYST
WATER USE EFFICIENCY TECH I/II (2)
OPERATIONS SUPERVISOR-CONSTRUCTION
SERVICE WORKER III (3)
SERVICE WORKER I/II (8)
EXHIBIT 1
PALMDALE WATER DISTRICT ORGANIZATIONAL STRUCTURE
APPROVED: December 11, 2023
UPDATED BOD: Feb. 29, 2024

Conflict of Interest Code
of the

PALMDALE WATER DISTRICT

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board of Directors, General Manager/CEO, and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

PALMDALE WATER DISTRICT

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose, in accordance with this Code, all interest in real property within the District. Real property shall be deemed to be within the jurisdiction of the District if the property or any part of it is located within or not more than two miles outside the boundaries of the District or within two miles of any land owned or used by the District.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose in accordance with this Code, all income (including receipt of gifts, loans and travel payments) from, investments in, and business positions ~~with~~ in businesses that produce products or provide services of a type utilized by the District, including the following areas:

Office equipment and supplies
Banks and savings and loans institutions
Securities dealers and underwriters
Real property
Public utilities
Financial audit services
Insurance services
Computer equipment, services, and supplies
Printing, reproduction, or photographic equipment, services and supplies
Periodicals, books, newspapers
Chemicals
Motor vehicles and specialty vehicles, parts and supplies
Construction and maintenance equipment, services and supplies and building materials
Petroleum products
Transportation and lodging services
Safety equipment and supplies
Security services
Food services and supplies
Communication services

PALMDALE WATER DISTRICT

EXHIBIT "A" (Cont'd)

CATEGORY 2 (Cont'd)

Water quality testing equipment, supplies and services
Cathodic protection equipment, services and supplies
Engineering services
Employment / temporary help agencies
Educational equipment, services and supplies
Medical supplies, services and informational materials
Landscape services and supplies
Typographical services
4-color separations
General and specialty equipment rentals
Consulting Services: legal, energy and power, engineering, soils testing, water treatment, advertising, communications, design, art work, audio/visual, movie productions, planning, water pricing and demand, economists, desalting, environmental, appraisers, real estate sales, and investment services.

CATEGORY 3

Persons in this category shall disclose all income (including gifts, loans and travel payments) from any Palmdale Water District employee or any known representative or association of such employee, or any business known by the reporting official to be owned or controlled by such employee.

PALMDALE WATER DISTRICT

EXHIBIT "B"

Designated Positions	Disclosure Categories
Members of Board of Directors	1, 2, 3
General Manager/CEO	2, 3
Assistant General Manager/COO	2, 3
Resource and Analytics Director	2
Operations Manager	2
Facilities Manager	2
Finance Manager/CFO	2
Engineering/Grant Manager	2
Human Resources Director	2, 3
Information Technology Manager	2
Public Affairs Director	2
Consultants/New Positions*	

*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager/CEO or his or her designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager/CEO or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

Individuals who perform under contract the identical duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interests in the categories assigned to that designated position.

EFFECTIVE DATE: 7/28/2021

APPENDIX C

WATER BUDGET RATE STRUCTURE

PALMDALE WATER DISTRICT
RESOLUTION NO. 24-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING A WATER RATE ADJUSTMENT OF 11% FOR EACH CALENDAR YEAR 2025 AND 2026, 9% FOR EACH CALENDAR YEAR 2027 AND 2028, AND 8% FOR CALENDAR YEAR 2029, AMENDING APPENDIX C TO THE RULES AND REGULATIONS OF THE PALMDALE WATER DISTRICT, AND ESTABLISHING PRUDENT PARAMETERS TO CONSIDER FUTURE WATER RATE ADJUSTMENT REDUCTIONS

WHEREAS, the Palmdale Water District (the "District") is authorized to collect charges and set rates for water service pursuant to the Irrigation District Law, codified at Division 11 of the Water Code, specifically at Sections 22280 through 22284; and

WHEREAS, the Board of Directors of the Palmdale Water District has developed and adopted several water supply and infrastructure plans outlining long range water supply projects to meet the water supply needs of the community's growing population and the future growth of Palmdale, and long-range financial planning to finance these projects is required; and

WHEREAS, the Board of Directors of Palmdale Water District unanimously adopted an updated Strategic Plan in 2022, which includes, among others, Initiative 4 — Financial Health and Stability that has a goal to conduct and adopt a 2024 five-year Water Rate Plan; and

WHEREAS, District staff has searched, and will continue to search, for cost saving measures including the active pursuit of grant funding; and

WHEREAS, the Board of Directors of the Palmdale Water District previously approved a 5-Year Water Rate Plan on October 28, 2019 authorizing annual water rate adjustments up to 8.1% through calendar year 2024; and

WHEREAS, the Board of Directors of the Palmdale Water District now desires to meet the Strategic goal of sustainable and balanced water rates by providing customers predictable and stable water rate adjustments for each calendar year 2025, 2026, 2027, 2028, and 2029 to ensure adequate funds to meet current and future water demands; to continue to maintain the Rate Assistance Program, the Internship Program, and water use efficiency Rebate Programs; to continue to provide high quality water through innovative treatment technologies; and to construct long range water supply projects, including the Pure Water Antelope Valley Advanced Water Treatment Project and the necessary removal of sediment from Littlerock Reservoir to maintain water storage capacity; and

WHEREAS, the benefits of the Pure Water Antelope Valley Advanced Water Treatment Project include meeting the water supply needs of the community's growing population and the water supplies required for growth within the City of Palmdale; utilizing local recycled water; diversifying the District's water supply portfolio; maximizing the State Water Project supply and additional State Water Project supplies acquired through water transfer options; preparing to meet water supply needs during a natural disaster; reducing the impact to the District and to its customers from groundwater adjudication and droughts; and being the most cost effective long-term water supply strategy, which can potentially reduce future water rate adjustments; and

WHEREAS, the benefits of the Littlerock Reservoir Sediment Removal Project include maximizing the water supply from Littlerock Reservoir; maintaining this critical and cost-effective water resource; diversifying the District's water supply portfolio; and preserving a recreational opportunity for the residents of Palmdale and the Antelope Valley; and

WHEREAS, the Board of Directors desires to create clear parameters to monitor and assess the District's financial position for District staff to evaluate and report on; and

WHEREAS, these parameters will be assessed and reported on annually, along with proposed projects and expenditures, to the Board of Directors during annual budget discussions for each calendar year 2025 through 2029; and

WHEREAS, if circumstances allow a water rate reduction in the future, said reduction will be presented to the Board of Directors for consideration, provided that the adjusted revenues will be sufficient to meet all District operations, expenses, projects, and current and future water demands; and

WHEREAS, the adoption of this resolution is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because the resolution pertains to the adoption of charges necessary to maintain services within the District's existing service area.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1. The Board of Directors of the District does hereby:

1) Approve a water revenue adjustment of 11% for each calendar year 2025 and 2026, 9% for each calendar year 2027 and 2028, and 8% for calendar year 2029, effective January 1, 2025 (collectively, "Adjustments").

2) Revise Appendix "C" of the Palmdale Water District's Rules and Regulations, attached as part of this Resolution, to reflect the Adjustments.

3) Direct District staff to continue researching cost-saving measures, including grants, to help reduce approved revenue increases in the 2024 Water Rate Plan.

4) Direct District staff to assess and report on the following parameters using actuals through August 31st and projecting through December 31st of each year as part of the annual budget process for the subject years. A "Yes" answer from the District staff analysis for any four (4) parameters will allow for the consideration of a reduced water rate adjustment, provided the reduced water rate adjustment continues to satisfy the same "Yes" parameters:

a. Do the District's projected reserves at the end of each year in 2025-2029 meet or exceed the target reserve level of $39,436,945, as stated in the 2024 Water Rate Plan for the end of calendar year 2029?

b. Are projects funded at a level that is equal to the year's depreciation while maintaining the reserve levels for each year in 2025-2029, as presented in the 2024 Water Rate Plan?

c. Has an annual Rate Stabilization Fund contribution been made, as shown in the 2024 Water Rate Plan?

d. Is the projected Debt Coverage Ratio for the subject year and each of the remaining years adequate to meet current and proposed bond covenants?

e. Has the District's bond rating been re-evaluated to and maintained at AA or higher by either Standard & Poor's or Fitch rating agencies, which are currently A- Stable and A+, respectively?

f. Does the proposed water rate adjustment change from the 2024 Water Rate Plan meet the minimum water rate adjustment required by the WIFIA loan agreement approved by the Board and signed on June 17, 2024? The required minimum water rate adjustment as set forth by the Environmental Protection Agency (EPA) is 9.3% in 2025, 9.0% in 2026, 8.5% in 2027, and 8.5% in 2028. The EPA did not set a minimum rate for 2029.

Section 2. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

Section 3. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED this 4th day of November, 2024 by the Board of Directors, the governing body of the Palmdale Water District.

PALMDALE WATER DISTRICT

KATHY MAC LAREN-GOMEZ, President

ATTEST:

VINCENT DINO, Secretary

APPROVED AS TO FORM:

By: _____

PAM K. LEE, General Counsel

WATER RATE CHANGES
(CY 2025-2029)

Fixed Monthly Service Charge						
Meter Size	**Current**	**CY 2025**	**CY 2026**	**CY 2027**	**CY 2028**	**CY 2029**
5/8" - 1"	$54.43	$60.75	$67.43	$73.50	$80.12	$86.53
1 1/2"	$134.37	$150.26	$166.79	$181.80	$198.16	$214.01
2"	$204.21	$229.94	$255.24	$278.21	$303.25	$327.51
3"	$367.16	$415.87	$461.61	$503.16	$548.44	$592.32
4"	$600.07	$681.61	$756.59	$824.68	$898.90	$970.81
6"	$1,181.81	$1,345.37	$1,493.36	$1,627.76	$1,774.26	$1,916.20
8"	$1,880.17	$2,142.20	$2,377.84	$2,591.84	$2,825.11	$3,051.12
10"	$2,695.17	$3,072.09	$3,410.02	$3,716.93	$4,051.45	$4,375.57
12"	——	$4,240.64	$4,707.11	$5,130.75	$5,592.52	$6,039.92
Fire Service (All Meters)	$192.47	$95.97	$106.09	$115.64	$126.04	$136.13

Commodity Charges per HCF						
	Current	**CY 2025**	**CY 2026**	**CY 2027**	**CY 2028**	**CY 2029**
Tier 1	$1.08	$1.31	$1.45	$1.58	$1.73	$1.87
Tier 2	$1.98	$2.64	$2.93	$3.19	$3.48	$3.76
Tier 3	$2.54	$3.96	$4.40	$4.79	$5.22	$5.64
Tier 4	$4.23	$4.98	$5.53	$6.03	$6.57	$7.09
Tier 5	$6.23	——	——	——	——	——

*HCF, hundred cubic feet, is equal to 748 gallons.

Drought Surcharge per HCF						
Stage No.	**Current**	**CY 2025**	**CY 2026**	**CY 2027**	**CY 2028**	**CY 2029**
1	$0.45	$2.12	$2.36	$2.57	$2.80	$3.02
2	$0.69	$3.09	$3.43	$3.74	$4.07	$4.40
3	$1.00	$3.48	$3.86	$4.21	$4.59	$4.96

1) Current drought surcharges are applied to all tier use.

2) Drought Surcharges are only applied to Tier 3 and Tier 4 use.

PALMDALE WATER DISTRICT
RESOLUTION NO. 19-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING A WATER RATE ADJUSTMENT OF 8.1% FOR EACH CALENDAR YEAR 2020, 2021, 2022, 2023, AND 2024, AMENDING APPENDIX C TO THE RULES AND REGULATIONS OF THE PALMDALE WATER DISTRICT, AND ESTABLISHING PRUDENT PARAMETERS TO CONSIDER FUTURE WATER RATE ADJUSTMENT REDUCTIONS

WHEREAS, the Palmdale Water District (the "District") is authorized to collect charges and set rates for water service pursuant to the Irrigation District Law, codified at Division 11 of the Water Code, specifically at Sections 22280 through 22284; and

WHEREAS, the Board of Directors of the Palmdale Water District has developed and adopted several water supply and infrastructure plans outlining long range water supply projects to meet the water supply needs of the community's growing population and the future growth of Palmdale, and long range financial planning to finance these projects is required; and

WHEREAS, the Board of Directors of Palmdale Water District unanimously adopted an updated Strategic Plan in 2018 with Initiative 4 — Financial Health and Stability that includes a goal of sustainable and balanced water rate structure and adjustments; and

WHEREAS, District staff has, and will continue to, search for cost saving measures including the active pursuit of grant funding; and

WHEREAS, the Board of Directors of the Palmdale Water District previously approved a 5-Year Water Rate Plan on September 17, 2014 authorizing annual water rate adjustments up to 5.5% through calendar year 2019; and

WHEREAS, the Board of Directors of the Palmdale Water District approved reduced water rate adjustments in 2015 through 2019; and

WHEREAS, the Board of Directors of the Palmdale Water District now desires to meet the Strategic goal of sustainable and balanced water rates by providing customers predictable and stable water rate adjustments for each calendar year 2020, 2021, 2022, 2023, and 2024 to ensure adequate funds to meet current and future water demands; to continue to maintain the Rate Assistance Program, the Internship Program, and water use efficiency Rebate Programs; to continue to provide high quality water through innovative treatment technologies; and to construct long range water supply projects, including the Palmdale Regional Groundwater Recharge and Recovery Project and the necessary removal of sediment from Littlerock Reservoir; and

WHEREAS, the benefits of the Palmdale Regional Groundwater Recharge and Recovery Project include meeting the water supply needs of the community's growing population and the water supplies required for growth within the City of Palmdale; utilizing local recycled water; diversifying the District's water supply portfolio; maximizing the State Water Project supply and additional State Water Project supplies acquired through water transfer options; preparing to meet water supply needs during a natural disaster; reducing the impact to the District and to its customers

from groundwater adjudication and droughts; and being the most cost effective long-term water supply strategy, which can potentially reduce future water rate adjustments; and

WHEREAS, the benefits of the Littlerock Reservoir Sediment Removal Project include maximizing the water supply from Littlerock Reservoir; maintaining this critical and cost effective water resource; diversifying the District's water supply portfolio; and preserving a recreational opportunity for the residents of Palmdale and the Antelope Valley; and

WHEREAS, the Board of Directors desires to create clear parameters to monitor and assess the District's financial position for District staff to evaluate and report on; and

WHEREAS, these parameters will be assessed and reported on annually, along with proposed projects and expenditures, to the Board of Directors during annual budget discussions for each calendar year 2020 through 2024; and

WHEREAS, if circumstances allow a water rate reduction in the future, said reduction will be presented to the Board of Directors for consideration, provided that the adjusted revenues will be sufficient to meet all District operations, expenses, projects, and current and future water demands; and

WHEREAS, the adoption of this resolution is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because the resolution pertains to the adoption of charges necessary to maintain services within the District's existing service area.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors does hereby:

1) Approve a water revenue adjustment of 8.1% for each calendar year 2020, 2021, 2022, 2023, and 2024, effective January 1, 2020.

2) Revise Appendix "C" of the Palmdale Water District's Rules and Regulations, attached as part of this Resolution, to reflect this adjustment.

3) Direct District staff to continue researching cost-saving measures, including grants, to help reduce approved revenue increases in the 2019 Water Rate Plan.

4) Direct District staff to assess and report on the following parameters using actuals through August 31st and projecting through December 31st of the year as part of the annual budget process for the subject years. A "Yes" answer from the District staff analysis for any four (4) parameters will allow for the consideration of a reduced water rate adjustment, provided the reduced water rate adjustment continues to satisfy the same "Yes" parameters:

a. Do the District's projected reserves at the end of each year in 2022-2024 meet or exceed the target reserve level of $16.4M as stated in the 2019 Water Rate Plan for the end of year 2024?

b. Are projects funded at a level that is equal to the year's depreciation while maintaining a minimum reserve level of $10.0M or the reserve levels for each year in 2022-2024 as presented in the 2019 Water Rate Plan?

c. Has an annual Rate Stabilization Fund contribution been made that is equal to or greater than one percent (1%) of the prior year's total revenues?

d. Is the projected Debt Coverage Ratio for the subject year and each of the remaining years adequate to meet current and proposed bond covenants?

e. Has the District's bond rating been re-evaluated to and maintained at AA or higher by either Standard & Poor's or Fitch rating agencies, which are currently A- and A+, respectively?

f. Has the District's outstanding debt been reduced as follows (all three must be met):

1. 2017 Capital Lease - In Entirety ($447,384)
2. 2012 Private Placement - In Entirety ($5,492,735)
3. Series 2013A Revenue Bond Issue - $8.8M?

If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED this 28th day of October, 2019 by the Board of Directors, the governing body of the Palmdale Water District.

PALMDALE WATER DISTRICT

VINCENT DINO, President

ATTEST:

DON WILSON, Secretary

APPROVED AS TO FORM:

By: for

ERIC L. DUNN, General Counsel

APPENDIX C

Meter Charges						
Meter Size	**Current**	**CY 2020**	**CY 2021**	**CY 2022**	**CY 2023**	**CY 2024**
1" and Below	$37.77	$38.22	$41.60	$45.52	$49.79	$54.43
1.5"	$113.30	$92.99	$101.49	$111.51	$122.47	$134.37
2"	$173.74	$140.84	$153.81	$169.16	$185.96	$204.21
3"	$314.78	$252.48	$275.89	$303.69	$334.10	$367.16
4"	$516.26	$412.05	$450.38	$495.96	$545.84	$600.07
6"	$1,019.96	$810.62	$886.21	$976.21	$1,074.72	$1,181.81
8"	$1,624.40	$1,289.09	$1,409.41	$1,552.74	$1,709.62	$1,880.17
10"	$2,329.60	$1,847.47	$2,019.99	$2,225.56	$2,450.56	$2,695.17

Commodity Rates						
	Current	**CY 2020**	**CY 2021**	**CY 2022**	**CY 2023**	**CY 2024**
Tier 1	$0.88	$0.88	$0.93	$0.98	$1.03	$1.08
Tier 2	$1.01	$1.52	$1.63	$1.74	$1.86	$1.98
Tier 3	$2.86	$2.03	$2.15	$2.27	$2.40	$2.54
Tier 4	$4.31	$3.29	$3.51	$3.74	$3.98	$4.23
Tier 5	$5.57	$4.64	$5.01	$5.39	$5.79	$6.23
Tier 6	$7.16	n/a	n/a	n/a	n/a	n/a

Drought Surcharge Per CCF

Stage No.	Current	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024
1	$0.53	$0.35	$0.38	$0.40	$0.42	$0.45
2	$0.91	$0.54	$0.58	$0.61	$0.65	$0.69
3	$1.40	$0.79	$0.84	$0.89	$0.94	$1.00

APPENDIX C.1

WATER BUDGET RATE STRUCTURE
VARIANCE POLICIES AND APPLICATIONS

Annual Variance Request for Increased Water Allocation

Please review, complete, and include the required documentation requested below for consideration for an increase in water allocation. Applications received that do not contain the requested supporting documentation will be returned to the customer and not considered. Variances may be approved **ONLY** based on the criteria found within this application.

Account Holders Name: _____ Account # _____

Tenant's name (if applicable) _____

Service Address: _____ Phone #: _____

I request an increase in water allocation for the following reason(s):

☐ 1. More than 4 Full-time residents in household Total Persons in Home:_____

Please provide the names and relationship of residents in household

	Name:	Relationship		Name:	Relationship
1			5		
2			6		
3			7		
4			8		

☐ 2. Licensed Child Care (in home) Facility Please submit a copy of a valid Family Child Care Home License
Total number of children:_____

☐ 3. Adult Day Care Facility (in home) Please submit a copy of a valid Adult Day Care license
Total persons currently cared for:_____

☐ 4. Medical Needs (Please submit verifiable medical documentation)

☐ 5. Other Circumstance(s) Explain:_____

_____

I affirm, under penalty of perjury, that the information contained herein, including supporting documentation, is complete and accurate. I further understand that all variances are subject to change and I may be liable for back charges if I provide incorrect information.

Signature _____ Date:_____

Daytime Phone (Required): _____ Email:_____

Submit this completed form along with the proper documentation to the PWD. Please allow 4 to 5 weeks to process your variance request. Once approved and processed, variance changes will be applied to future billings. Variance requests must be submitted annually. After one (1) year of an increased allocation, a new application with supporting documentation must be submitted to the PWD.

Variance Application Information

Number of people in household:

The indoor water budget for single family residential customers is calculated assuming an occupancy of four (4) people per household. If you have more than four people living in your household year round, you may apply for a variance to increase your household's water allocation. Customers may receive an additional 50 gallons per person per day for each additional person living at the residence. Please include the number of individuals living in the household, their names, and their relationships. List their first and last names on the "Variance" form. The information provided, **WILL NOT** be used for any other purpose other than to verify occupancy of the household.

Documentation must be presented with the Variance Application in order to be approved. Acceptable documents displaying the occupancy address of the requested increase are as follows:

- Copy of last year's Federal or State income tax return (listing dependents)
- Valid California Driver's license
- Formal change of address form from USPS
- Lease agreement
- Voided blank checks with preprinted name and address
- (For Children) -A child's Birth Certificate, current year student I. D. card, or current year report card

Licensed In-Home Childcare or Eldercare Facility:

Any residence used as a licensed childcare or eldercare facility must include a copy of your business license upon submission of this application. Please list the number of children or elderly which occupy the household on a daily basis. Approval is based upon either the number of full-time residents or the number of clients that are regularly cared for at the listed address on this application; whichever is greater. Each person will receive an additional 50 gallons of water per person per day.

Medical needs:

Please provide verification from a healthcare provider. **All medical information will be kept confidential.**

Before submitting the application, please read the following:

Information contained within this application is subject to an audit (PWD reserves the right to audit Variance Applications). If an audit is necessary, you must provide the required documentation of the actual household population. Such documentation may include, but is not limited to, the items listed above. If the submitted information is found to be false, fees and charges will be adjusted retroactively to the date of the application was submitted and additional penalty fees may apply and assessed to the next water service bill for the address listed on this application.

For District Use Only:
Date Received & Initials _____

Documentation Submitted _____

Total Adjustment $_____

Date Completed & Initials _____

Please return completed form and required documents to:
Palmdale Water District
2029 East Avenue Q
Palmdale, Ca 93550
FAX: 661-947-8604

Solicitud de Incremento de la Asignación de Agua

Por favor revise, completa e incluya la documentación necesaria solicitada para la consideración de un aumento en la asignación de recursos hídricos. Las solicitudes recibidas que no contengan la documentación solicitada será devuelto al cliente y no será considerada. Las variaciones pueden ser aprobadas solo sobre la base de los criterios que se encuentran dentro de esta aplicación.

Nombre de Solicitante: _____ Número de cuenta: _____

Nombre de inquilino: (si applica) _____

Dirección del Servicio: _____ Teléfono #: _____

Solicito un aumento en la asignación del agua por la(s) siguiente(s) razón(es):

☐ 1. Más de 4 residentes de tiempo completo en el hogar Total de residentes en el hogar:_____
Favor de escribir los nombres y parentesco de los residentes del hogar.

	Nombre:	Parentesco		Nombre:	Parentesco
1			5		
2			6		
3			7		
4			8		

☐ 2. Guardería Infantil con licencia (en casa) favor de presentar una copia de la licencia
Número total de niños:_____

☐ 3. Guardería para adultos con licencia (en casa) favor de presentar una copia de la licencia
Número total de personas que están siendo cuidados actualmente:_____

☐ 4. Necesidades Médicas (favor de presentar documentación médica)

☐ 5. Otra circunstancia(s) explique:_____

_____

Puedo afirmar, bajo pena de perjurio, que la información contenida en el presente documento, incluida la documentación justificativa, es completa y exacta. Además, entiendo que todas las variaciones están sujetas a cambio y yo puede ser responsable por cargos de atrás si me proporcionan información incorrecta.

Firma_____ Fecha:_____

Teléfono de día (Requerido):_____Correo electrónico:_____

Envíe este formulario debidamente cumplimentado, junto con la documentación adecuada para el PWD. Por favor espere de 4 a 5 semanas para procesar su solicitud de variación. Una vez aprobado y procesado, varianza, los cambios se aplicarán para futuras facturas. Varianza solicitudes deben ser presentadas anualmente. Después de un (1) año de un aumento en la asignación, una nueva solicitud con la documentación justificativa debe presentarse a la PWD.

Solicitud de Incremento de la Asignación de Agua

Número de personas en el hogar:

El presupuesto de agua cubierta para clientes residenciales unifamiliares se calcula suponiendo una ocupación mínima de cuatro (4) personas por hogar. Si tiene más de cuatro personas que viven en su hogar durante todo el año, usted puede solicitar una variación para aumentar su dotación de agua del hogar. Los clientes pueden recibir un adicional de 50 galones por persona por día para cada persona adicional viviendo en la residencia. Por favor incluya el número de individuos que viven en el hogar, sus nombres, y sus relaciones. Lista de sus nombres y apellidos en el formulario "variación". La información proporcionada, no se utilizarán para ningún otro propósito que no sea para verificar la ocupación del hogar.

La documentación debe ser presentada con la solicitud de variación para ser aprobado. Mostrar documentos aceptables la ocupación dirección del aumento solicitado son como sigue:

• Copia de la declaración de impuestos del año anterior (sólo la primera página donde se muestra el nombre de los dependientes). Otros comprobantes pudieran ser:
Copia dela licencia de manejar ó identificación del estado de California.
• Copia del aviso de cambio de domicilio tramitado en USPS (correo).
• Copia del contrato de arrendamiento.
• Copia de un cheque en blanco cancelado con nombre y dirección.
• Para los niños copia del acta de nacimiento, ó copia de la identificación vigente de la escuela ó boleta escolar del año acutal.

Guardería con licencia infantil o para adultos en casa:

Cualquier residencia que está siendo utilizada como guardería con licencia infantil ó de adultos, debe incluir una copia de su licencia comercial a partir de la presentación de esta aplicación. Indique el número de niños o ancianos que ocupan el hogar sobre una base diaria. La aprobación se basa en el número de residentes a tiempo completo o el número de clientes que regularmente son atendidos en la dirección que aparece en esta aplicación; lo que sea mayor. Cada persona recibirá un adicional de 50 galones de agua por persona y por día.

Las necesidades médicas:
Favor de proveer verificación de un proveedor de atención médica. Toda la información médica será confidencial.

Antes de presentar la solicitud, lea la siguiente información:

La información contenida en esta solicitud está sujeta a una auditoría (PWD se reserva el derecho de auditar las solicitudes de variación). Si es necesaria una auditoría, debe proporcionar la documentación necesaria de la familia real de la población. Dicha documentación puede incluir, pero no limitarse a, los elementos indicados anteriormente. Si la información presentada es falsa, tarifas y cargos se ajustará retroactivamente a la fecha de la solicitud y la pena adicional se podrán aplicar tarifas y cuotas para el próximo proyecto de ley sobre el servicio de agua para la dirección listada en esta aplicación.

Sólo para uso de Distrito:
Date Received & Initials _____

Documentation Submitted _____

Total Adjustment $_____

Date Completed & Initials _____

Por favor devuelva el formulario completado y los documentos necesarios:

Palmdale Water District
2029 East Avenue Q
Palmdale, Ca 93550
FAX: 661-947-8604

APPENDIX C.2

COURTESY LEAK ADJUSTMENT
APPLICATION AND PROGRAM CONDITIONS

Courtesy Leak Adjustment Application

A courtesy adjustment is available to customers who go over their allocations caused by extraordinary water consumption due to leaks. When an adjustment is made, the excess units of water for Tier 4 are re-billed at the Tier 2 rate.

Account Holder's Name: _____ Last 4 digits of Social Security #:_____

Service Address: _____

Cell Number: _____ Home number: _____

Account Number: _____ Email Address: _____

Leak Adjustment Policy:

If you find a leak and your water bill was exceptionally high, you may qualify for a courtesy leak adjustment after the leak is fixed.

Policy Conditions:

- **RECEIPT FOR REPAIRS (Original and verifiable vendor or store receipts only, NO COPIES) MUST BE ATTACHED** to completed form. **DATE REPAIR MADE:** _____
- The increase in consumption must have been caused by a leak, which has been repaired.
- The increase in consumption must be at least 50% more than the property's monthly average corresponding seasonal water consumption, as evidenced by the historical water consumption available for the property.
- The repair must be completed within 60 days of the increase in consumption (from the date of the bill).
- An adjustment to the customer's account will be limited to one (1) billing period.
- Limit of 1 account adjustment every 12 revolving months based on the date of last leak adjustment on the account and per location.
- All documentation must be submitted within 90 days of the bill date of the first bill in question.

☐ I approve a special payment arrangement.

Briefly explain what repairs were done at the property:

_____

_____

_____

I certify that I understand the requirements in this form and that, to the best of my knowledge, the information is true.

Account Holder's Signature:_____ Date: _____

Once this application with original receipts attached is received, the District will review the account for compliance with policy conditions. If all conditions are met, the District will provide an adjustment to the account and will reflect it on your bill. Please be aware that it can take up to 6 weeks to process your request.

For District Use only:
Date Received & Initials: _____
Processed By: _____
Denied: _____
Approved: _____
If Approved, Credits:_____

Please return form and proof of repairs to:
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Revised: 12/16/2024 tr

Find and Fix Leaks



Follow these tips to find leaks inside or outside your home.

Turn Off the Water
Before you look for leaks, make sure no water is being used inside or outside of your home.

Locate your water meter
About 90 percent of all area residential water meters are located on the front sidewalk. The first step is to check your water meter for movement. Look at the top of the meter. You'll notice a triangle called a flow indicator. The red triangle (flow indicator) will move whenever water is passing through it. If your meter doesn't have a flow indicator, you can use the sweep hand on the register to indicate water loss. If either the flow indicator or the sweep hand is moving, you may have a leak or malfunction if you are sure water is not being used inside the home.

Check Your Toilets
Locating a leak is a process of elimination. Shut off one toilet at a time at the wall. In between each shutoff, go out to the water meter and check your flow indicator. If the small triangle stopped moving, that means the toilet is the culprit. If the small, red flow-indicator triangle is moving, that toilet is not the problem. Something else is causing the water flow.

Check Your Irrigation System
Shut off the anti-siphon valve that serves your sprinkler system. Check the red flow-indicator triangle at the water meter. If the flow indicator stopped moving, the sprinkler system is the problem.

Check Your Water Softener
Most softeners have a bypass lever. Turn the lever to allow water to bypass the softener. Check the red flow-indicator triangle at the meter. If the triangle is no longer moving, you have isolated the leak to your softener. (You also can check for leaking swamp coolers, water-cooled air conditioners, ice machines and reverse osmosis units by turning the bypass lever on each and checking the meter.)

Check Your Pool
First, turn off the automatic fill valve and place a bucket on a step where the bucket rim is at least a few inches above the water line. Then place a heavy weight in the bucket and add water until the water level inside the bucket is equal with the water level in the pool. Leave the bucket and pool undisturbed for several hot days, then compare the water level in the bucket to the water level in the pool. If the water level in the bucket is noticeably higher than the water level in the pool, you may be losing water to a leak. if this is the case, contact a pool leak detection specialist for further assistance.

Check Your Main Service Line
Find your water shutoff valve. This is usually in your front yard near the sewer riser cap, in your garage or near your water softener unit. Shut off the valve to cut off all water to your home, go in the house and turn on a faucet to make sure the water is off. Check the red flow-indicator triangle at the meter. If the red triangle is moving, the leak is between the shutoff valve and the water meter.

Last step
Close the water meter cap to prevent damage to the lens and replace the meter box lid. If you are not able to find the leak, call a professional plumber to locate and fix the leak(s). If you find a simple leak like ones caused by your toilet flapper or kitchen faucet, you may want to fix the problem yourself, but be sure to keep all receipts.

Revised: 12/16/2024 tr

Solicitud de Ajuste de Cortesía Por Fuga de Agua

Un ajuste de cortesía está disponible para los clientes que sobre pasan el consumo de agua debido a una fuga. Cuando se realiza un ajuste, el exceso de unidades de agua en la tarifa 4 se re-facturan al costo de la tarifa 2.

Nombre del Dueño de la Cuenta:_____ Ultimos 4 digitos del Seguro Social: _____

Dirección de Servicio:_____ Numero de Cuenta: _____

Telefono Cellular:_____ Telefono de Casa: _____

Correo Electronico: _____

Poliza del Ajuste por Fuga:

Si usted encuentra una fuga y su factura de agua es extraordinariamente alta, usted podria calificar para recibir un ajuste de cortesia despues de haber reparado la fuga.

Condiciones de la Poliza:

- **FAVOR DE ANEXAR EL RECIBO DE LA REPARACION (Sólo recibos originales y verificables del contratista o de la tienda, no copias)**
  FECHA EN QUE SE HIZO LA REPARACION: _____
- El incremento en consumo tuvo que haber sido causado por una fuga que ya aiga sido reparada.
- El incremento en consumo tiene que ser por lo menos 50% mas que el promedio mensual de consumo durante el mismo period de tiempo en años anteriores de acuerdo al historial de consume de la propiedad.
- La reparación tuvo que haberse hecho dentro de los 60 dias del incremento (de la fecha de la factura).
- El ajuste a la cuenta del cliente será limitado a un (1) ciclo de facturacion.
- El limite de un ajuste es de cada 12 meses consecutivos basado en la fecha del ultimo ajuste por fuga en la cuenta.
- El limite de un adjuste es uno (1) por propiedad cada 12 meses.
- Toda la documentacion tiene que ser submitida dentro de 90 dias de la fecha de la primera factura a ajustar.

☐ Yo apruebo un arreglo de pagos especial

Explicación breve de las reparaciones hechas en la propiedad:

_____

_____

_____

Yo certifico dentro de mi conocimiento que esta información es verdadera y entiendo los requisitos de esta solicitud.

Firma del Dueño de la Cuenta:_____ **Fecha:** _____

Una vez que esta solicitud sea recibida con facturas originales anexadas, el Distrito analizara la cuenta siguiendo la póliza de condiciones. Si todas las condiciones se cumplen, el Distrito aplicara un ajuste en la cuenta y será reflejado en la factura. Por favor tome en cuenta que este ajuste podra tomar hasta 6 semanas para ser procesado.

For District Use only:
Date Received & Initials:_____
Processed By: _____
Approved: _____
Denied: _____
Credits: _____

Por favor envié esta forma y facturas de la reparación a:

Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Revisado: 01/14/2025 tr

Guía para encontrar y arreglar fugas

Siga estos consejos para encontrar fugas dentro y fuera de su casa.



Cierre todas las llaves

Antes de buscar fugas, verifique que el agua no este siendo usada dentro o fuera de la casa.

Localice su medidor de agua

Cerca de un 90% de los medidores residenciales se encuentran en la acera frente a la propiedad. El primer paso es revisar si su medidor tiene movimiento debido al flujo del agua. Observe la parte superior de su medidor. Usted va a encontrar un triángulo de color rojo llamado indicador de flujo, el cual gira cuando el agua fluye al pasar a través del medidor. Si su medidor no tiene un indicador de flujo entonces puede observar la manecilla giratoria del registro que es una aguja que gira en el momento que el agua fluye a través del medidor. Si el agua no está siendo usada dentro la propiedad y el indicador de flujo ó manecilla giratoria del medidor está girando, entonces lo mas posible es que tenga una fuga de agua ó el equipo puede estar malfuncionando.

Revise sus inodoros

Encontrar fugas de agua es un proceso de eliminación. En caso de que el indicador de flujo del medidor esté girando, cierre la llave de paso que se encuentra en la pared detrás del inodoro y vaya a observar su medidor una vez mas, si el indicador de flujo ha dejado de girar quiere decir que ese inodoro tiene fuga de agua. Si el indicador de flujo sigue girando quiere decir que la fuga está en otro lugar. Y asi sucesivamente continue verificando el resto de la propiedad.

Revise su sistema de riego

Cierre la válvula principal que abastece el flujo del agua para el sistema de riego. Observe el indicador del flujo del agua en el medidor, si éste ha dejado de girar el problema o fuga de agua está en el sistema de riego.

Revise su sistema suavizante de agua

La mayoría de sistemas suavizantes de agua tienen una palanca para guiar el flujo del agua y así hacer que el agua pase por el sistema suavizante ó que se vaya directamente a la propiedad sin pasar por el sistema. Ponga la palanca que regula el flujo del agua directo a la propiedad y observe su medidor, si el indicador de flujo ya no está girando, la fuga de agua está en el sistema suavizante de agua. Revise de la misma manera sistemas de enfriamento como swamp cooler, aire acondicionado a base agua, máquinas para hacer hielo y equipos de filtración de agua por ósmosis inversa.

Revise su alberca

Si su alberca tiene válvula de llenado automático apáguela, colóque un balde en el escalón superior de la alberca lleno de agua con algo pesado dentro (una piedra por ejemplo). Trate que el borde del balde quede unos centímetros arriba del nivel del agua de la alberca y que el nivel del agua del balde quede igual que el nivel del agua de la alberca. Deje el balde en la alberca por varios dias calurosos sin tocar el agua del balde, después compare el nivel del agua del balde con el nivel del agua de la alberca, si éste último está cosiderablemente mas bajo que el nivel del balde el resultado es que su alberca tiene una fuga, y para arrreglar este problema tendrá que contratar servicio especializado en detección y arreglo de fugas de albercas.

Revise la tubería de abastecimiento principal en su propiedad.

Primero, necesita cerrar la llave de paso de agua que está dentro de su propiedad, puede estar en la parte del frente de su casa cerca de la llave del jardín ó en el garage. Dentro de su casa abra cualquier llave para verificar que el flujo del agua ha sido interrumpido.

Observe el indicador de flujo de agua en su medidor, si éste se encuentra girando quiere decir que la fuga de agua está en la tubería de abastecimiento principal entre el medidor y la llave de paso en su propiedad.

Ultimo paso

Primero, cierre la tapa del medidor para prevenir cualquier daño al lente y coloque la tapadera de la caja. Si no le ha sido posible encontrar la fuga de agua, llame a un plomero para que encuentre la fuga y la arregle. Si usted encuentra una fuga simple como en un inodoro o un grifo de la cocina usted podría arreglarlo; en ambos casos cerciórese de guardar los recibos.

POLICY FOR ADJUSTMENT OF EXTRAORDINARY WATER CONSUMPTION CAUSED BY LEAKS

Courtesy Leak Adjustment Application Policy

Purpose

A courtesy leak adjustment is available to customers who go over their allocations caused by extraordinary water consumption due to leaks. When an adjustment is made, only the excess units of water for Tiers **5** and **6** are re-billed at the Tier **2** rate The customer shall be responsible for all other associated water costs, such as; service charges, elevation zone fees, drought surcharges, and water quality fees.

Criteria and Procedure

1) The customer will be provided with a Courtesy Leak Adjustment Application. The completed form must contain all pertinent facts and documentation relating to the extraordinary water consumption and the reason why the customer believes their bill(s) should be adjusted. The customer must also submit with the completed form the receipt for repairs (original receipts).

2) An adjustment will be considered under this policy if the water consumption in question for the billing period(s) appealed by the customer is at least 50% more than the property's monthly average corresponding seasonal water consumption, as evidenced by the historical water consumption available for the property.

3) The responsible billing party must submit the completed Courtesy Adjustment Application within 90 days of the bill date for the first bill in question.

4) The repair must be completed within 60 days of the increase in consumption (from bill date of the invoice in question).

5) Limit of one account adjustment every 12 revolving months.

6) Any adjustment will only be applied to the water commodity rate charge. Adjustments will not be applied to other variable charges such as; services charges, elevation fees, drought surcharges or water quality fees. All consumption billed at Tiers 5 and 6 rates shall be re-billed at the Tier 2 rate. The amount of consumption will not be reduced.

7) An adjustment of the customer's account will be limited to two (2) consecutive billing periods. The Courtesy Adjustment Application will not be processed until it has been demonstrated that action has been taken to repair or resolve the issue that caused the extraordinary water consumption.

Processing Appeal

After the Courtesy Leak Adjustment Application has been completed by the customer and returned to the District's main office the following steps are completed:

1. District shall review the application and determine if the situation meets the minimum qualifications outlined in Paragraphs 1, 2, 3, 4, & 5. If the application does not meet the minimum qualifications, the customer will be notified in writing.

2. If the application meets the minimum qualifications outlined in Paragraphs 1, 2, 3, 4 & 5, the District will provide a credit adjustment to customers' account.

3. If needed, an inspection of the property may be scheduled with the customer. District staff will then provide written documentation as to observations made at the property supporting the Courtesy Adjustment Application, including but not limited to:

   a. Size of property and any improvements (landscaping, acreage, pool, etc.)
   b. Evidence of areas where leaks are to have occurred.
   c. Satisfactory repairs or resolution of the issue that initially caused the extraordinary consumption.
   d. Pictures of repairs.
   e. Relevant notes of meeting with customer.
   f. Other information as required.
   g. Staff will access the information obtained from site visit. Based on findings from site visit, if warranted, District will process an adjustment to the customers' account.

Payment of Recalculated Billing

All pertinent District Rules and Regulations regarding billing and the payment of amounts due will apply to the adjusted bill. The approved adjustment will be credited on the customer's account.

APPENDIX C.3

RATE ASSISTANCE PROGRAM

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

RATE ASSISTANCE PROGRAM (RAP)

APPLICATION CALENDAR YEAR 2025

Low income ☐ Senior ☐ Veteran ☐

Applicant's Name: _____ Tenant Yes ☐ No ☐

Account Holder's Name: _____ Social Security # (last 4):_____

Service Address: _____ Date of Birth:_____

Account Number: _____ Phone: _____

Email Address: _____

- Number of person(s) in your household: _____ (Proof of residency required.)
  Acceptable documents displaying the occupancy address are as follows:
  - Copy of last year's Federal or State income tax return (listing dependents)
  - Valid California Driver's license
  - Formal change of address form from USPS
  - Lease agreement
  - Voided blank checks with preprinted name and address
  - (For Minors) -Birth certificate, current year student I.D. card, or current year report card
- Total Gross Annual Household Income for all person(s) in your household: $_____ (This is income before deductions.)
- Can anyone else claim you as a dependent on his/her income tax return? Yes ☐ No ☐
- Which utility CARE program are you currently enrolled in? Southern California Edison ☐
  (Please attach a copy of your most recent bill.) Southern California Gas ☐
- Attach a copy of a government issued picture I.D., veterans, or military I.D.
- Attach copy of most recent tax return, Social Security statement, wage statement, or other proof of income.
- Application acceptance period is November through June. New service may apply at the time new service is established.
- If you are a tenant, please attach copy of rental agreement and have property owner complete the Affidavit of Lessee Responsibility form, which can be obtained at the PWD office or website at www.palmdalewater.org.

Declaration and Self-Certification Statement

I declare that the information I have provided in this application and supporting documents is true and correct. I agree to provide proof of income in a form requested by PWD. I agree to inform PWD if I no longer qualify to receive rate assistance. I know that if I receive any rate assistance without qualifying for it, I may be required to pay back the amount of assistance received.

Applicant's Signature: _____ Date: _____

FOR PWD USE ONLY:

Date Received and Initials: _____

Processed By: _____

Date Approved: _____

Date Denied: _____

Please return application and supporting documents to:

Palmdale Water District
2029 E. Avenue Q
Palmdale, CA 93550

Revised 10/29/24 tr

About RAP

The Palmdale Water District (PWD) is pleased to offer a Rate Assistance Program (RAP) to our customers who are 62 years of age or older, veterans or low-income families meeting the eligibility requirements identified below. If your household qualifies for a discount on your energy bill under the electric or gas CARE program(s), you may also qualify for rate assistance of twenty-five dollars ($25) off the monthly service charge on your water bill.

To apply for RAP for your single-family residence, please fill out this application and submit the required documentation to PWD. If approved, the rate assistance will become effective within sixty (60) days after the date of approval and is good for that calendar year only. If your application is not approved, you will receive a letter explaining the reason(s) for the decision. Applications will be accepted and processed in the order they are received, contingent upon the availability of funds.

If you need assistance in completing the application or would like more information about the program, call PWD at 661-947-4111, option 2, and speak to a Customer Care Representative, or visit our office at 2029 East Avenue Q, Palmdale, or go to our website at www.palmdalewater.org.

INCOME REQUIREMENTS

(Effective June 1, 2024 through May 31, 2025)

Source: California PUC Alternative Rates for Energy (CARE)

Number of person(s) living in residence	Maximum total "gross household income" from all sources
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

What Counts as Income?

Total gross household income is all revenues from all household members, from whatever sources derived, including but not limited to: wages; salaries and other employment-related compensation; interest; dividends; spousal and child support payments; public assistance payments; Social Security and pensions; rental income; income for self-employment; and all employment-related non-cash income.

What are the Qualifications?

- Must complete and submit application. Applications will be accepted on a first-come, first-served basis, contingent upon availability of funds. Low-income senior applications take priority; however, if funds are available, we will process veterans and low-income family applications in that order.
- Must participate in the Southern California Edison or Southern California Gas CARE program.
- Total gross household income cannot exceed the amounts shown on the "Income Requirements" table.
- Must be a PWD single-family residential customer and receive water through a 1" (1 inch) or smaller meter.
- Must provide verification of age and household income as required by the District.
- May not be claimed as a dependent on another person's federal or state income tax return.
- If the applicant is a tenant, copy of the rental agreement must be attached to this application along with affidavit.
- May be required to provide proof of ownership by means requested by PWD.
- Must reapply annually and/or each time you move.
- Must notify PWD within thirty (30) days if you become ineligible.
- Assistance is nontransferable with property or applicant
- Applicant may not own more than one property.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

RATE ASSISTANCE PROGRAM (RAP)

AFFIDAVIT OF LESSEE/TENANT RESPONSIBILITY FOR WATER BILLS

I, _____, do hereby affirm and say:

1. That I am the Landlord/Owner of the property located at _____ _____ Palmdale, CA. (Zip Code) _____
2. That this property is a single-family residence.
3. That the water account number is: _____.
4. That the following information, as provided, is true and correct to the best of my knowledge:

   Lessee/Tenant responsible for paying the water bill:

   Name: _____

   Telephone: _____
5. That on _____ a lease/agreement was executed for the above described premises with said lease, requiring said lessee/tenant to be responsible for all water bills incurred during the term of the lease. This lease includes _____ (number of residents).
6. That the expiration of said lease/agreement is _____.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this ____ day of _____, 20 ___.

By Landlord/Owner:

Name: _____

Social Security # (last 4): _____

Mailing address: _____

Telephones: Cell: _____ Home/Office: _____

Signature: _____

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

PROGRAMA DE ASISTENCIA TARIFARIO (PAT)

SOLICITUD PARA EL AÑO CALENDARIO 2025

Bajos ingresos ☐ Veterano ☐ Mayor de 62 años ☐

Nombre del solicitante: _____ Inquilino: Yes ☐ No ☐

Nombre del dueño de la cuenta:_____Ultimos 4 números del Seguro Social:_____

Dirección del servicio: _____ Fecha de nacimiento:_____

Número de cuenta: _____ Teléfono: _____

Correo electrónico: _____

- Número de personas en el hogar: _____ (Prueba de residencia requerida.)

  Comprobante de residencia es requerido. Favor de anexa uno(s) documentos de la siguiente lista:

  -Copia de la declaración de impuestos del año anterior (sólo la primera página donde se muestra el nombre de los dependientes). Otros comprobantes pudieran ser:
  - Copia dela licencia de manejar ó identificación del estado de California.
  - Copia del aviso de cambio de domicilio tramitado en USPS (correo).
  - Copia del contrato de arrendamiento.
  - Copia de un cheque en blanco cancelado con nombre y dirección.
  - Para menores de edad una copia del acta de nacimiento, ó copia de la identificación vigente de la escuela ó boleta escolar del año acutal.

- Ingreso total bruto de todas las personas en el hogar: $_____ (**Antes de deducciones.**)
- Podría alguien mas incluirlo como dependiente en la declaracion de impuestos? Sí ☐ No ☐
- En cual programa CARE está actualmente inscrito? Southern California Edison ☐
  (Agregue una copia de la factura más reciente.) Southern California Gas ☐
- Adjunte una copia de una fotografía emitida por el gobierno, veteranos o militares I.D.
- Incluya una copia de su declaración de impuestos del año anterior, estado de ingresos del Seguro Social, prueba de ingreso anual ó algún comprobante oficial de ingresos.
- Aplicaciones serán acceptadas de Noviembre ha Junio. Nuevos solicitanes tendrán la oportunidad de aplicar cuando nuevo servicio es establecido.
- Si el solicitante es el inquilino, favor de anexar copia del contrato de arrendamiento y tambien el dueño de la propiedad debe completar un affidavid el cual se puede obtener en la oficina de PWD o en la página web: www.palmdalwater.org.

Declaración y autocertificación

Yo declaro que la información proveída en esta aplicación y la documentación presentada son correctas y verdaderas. Estoy de acuerdo en brindar prueba de ingresos en la forma requerida por PWD. Y comprendo que debo informar a PWD si ya no califico para recibir la asistencia. Y a su vez, comprendo que si recibo la asistencia sin calificar podría requerirse que pague el monto de la cantidad de asistencia recibida.

Firma del solicitante: _____ Fecha: _____

FOR PWD USE ONLY:

Date Received and Initials: _____

Processed By: _____

Date Approved: _____

Date Denied: _____

Favor de entregar la aplicación y documentación requerida a:

Palmdale Water District
2029 E. Avenue Q
Palmdale, CA 93550

En referencia a PAT

El Distrito del Agua de la Ciudad de Palmdale (PWD) se complace en ofrecer el programa de asistencia tarifario (PAT) para nuestros clientes de 62 años ó mayores, veteranos o familias de bajos recursos que reunan los requisitos explicados mas adelante. Si su hogar califica para el descuento CARE en las facturas de electricidad ó gas entonces podría calificar para la asistencia del programa tarifario recibiendo veinticinco dólares ($25) de descuento en el cargo mensual por servicio en su factura del agua.

Para aplicar por PAT por su residencia singular favor de llenar esta solicitud y agregar la documentación necesaria. Si la solicitud es aprobada, la asistencia será efectiva 60 días despues a partir de la fecha de aprobación y es unicamente para ese año calendario. Si la solicitud no es aprobada , usted recibirá una carta con una explicación por la decisición. Las solicitudes serán procesadas en el orden que sean recibidas hasta que los fondos sean agotados.

Si necesita ayuda llenando la aplicación ó necesita mas información acerca del programa, llame al PWD 661-947-4111, opción 8 (español) luego presione 2 para Servicio al Cliente en español, visite nuestra oficina ubicada en el 2029 E Avenue Q, Palmdale, ó visite nuestra página web: www.palmdalewater.org.

REQUISITOS DE INGRESO
(Vigente del 1 de Junio del 2024 al 31 de Mayo del 2025)
Fuente: California PUC Tarifas Alternativas para Energía (CARE)

Número de personas que viven en la casa	Máximo del ingreso bruto total de todas las fuentes
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Por cada persona adicional	$10,760

Que se considera ingreso?

Ingreso total bruto es el la acumulación de los ingresos de todos los integrantes del hogar provenientes de cualquier fuente: sueldos, salarios, compensaciones por empleo, intereses, dividendos, manutención marital, manutención de hijos, asistencia pública, pensiones del seguro social, ingresos por arrendamineto, ingresos provenientes de trabajar por cuenta propia y todas las retribuciones no monetarias por empleo.

Cuales son los requisitos?

- La solicitud tiene que ser llenada y entregada. Las solicitudes serán aceptadas en el orden que sean recibidas hasta agotar la disponibilidad de fondos. Dependiendo de la disponibilidad de fondos las solicitudes se procesarán en el siguiente orden de prioridad: personas de la tercera, veteranos de guerra y familias de bajos recursos.
- Debe participar en el programa CARE de Southern California Edison ó Southern California Gas.
- Si el solicitante es el inquilino, se requiere copia del contrato de arrendamiento y declaración jurada del propietario.
- La cantidad de ingreso total bruto del hogar no puede exceder la cantidad mostrada en la tabla de "ingresos requeridos".
- Debe ser cliente con residencia singular de PWD con un medidor de agua de 1" (1 pulgada) ó menor.
- Debe proveer verificación de edad e ingreso requerido por el PWD.
- No ser declarado dependiente de otra persona en la declaración de impuestos federal ó estatal.
- Podría ser requerida una prueba de ser dueño de la propiedad.
- Tendrá que aplicar anualmente y/ó cada vez que se mude a otra propiedad dentro del PWD.
- Tendrá que notificar en un periodo de 30 das si ya no es elegible.
- La asistencia no es transferible con la propiedad o con el solicitante.
- El solicitante no puede poseer más de una (1) propiedad.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

PROGRAMA DE ASISTENCIA TARIFARIO (PAT)

DECLARACION JURADA PARA CONFIRMAR QUE EL ARRENDATARIO ES RESPONSABLE DEL PAGO DE FACTURAS DE AGUA

Yo, _____, por este medio expreso y afirmo:

1. Que soy el arrendador/dueño de la propiedad localizada:_____ _____Palmdale, CA _____ (Codigo Postal)
2. Que esta propiedad es de uso residencial singular.
3. Que el número de cuenta del agua es: _____.
4. Que dentro de mi conocimiento, la información proveída es correcta y verdadera.
   Arrendatario/Inquilino responsable de pagar la factura de agua:Nombre: _____ _____
   Teléfono: _____
5. Que en la fecha: _____un contrato de arrendamiento fué realizado para la propie dad arriba mencionada y en dicho contrato de arrendamiento se especifica que el arrendatario/inquilino arriba mencionado es responsible por las facturas de agua generadas durante el periodo vigente del contrato de arrendamiento. Este contrato incluye _____(Número de residentes)
6. La fecha de vencimiento del contrato de arrendamiento es: _____.

Yo declaro bajo pena de perjurio y bajo las leyes del estado de California que la infomación anterior es verdadera y correcta. Ejecutado el día_____del mes _____, 20_____

Nombre del arrendador/dueño: _____

Ultimos 4 números del Seguro Social: _____

Direccion de correo: _____

Teléfonos: Cell: _____ Casa/Oficina: _____

Firma del arrendador/dueño: _____

Revisado 10/29/24 tr

APPENDIX D

MISCELLANEOUS CHARGES

APPENDIX D

MISCELLANEOUS CHARGES

1.	Shutoff Fee per Article 8.03 C(1) and C(8):	
	- During regular working hours-on shut off list but service not yet physically off (8 a.m. to 6 p.m.)	$ 0.00
	- During regular working hours-service physically shut off (8 a.m. to 6 p.m.)	$ 30.00
	- After regular working hours, Fridays-Sundays, and Holidays (emergencies only)	$ 80.00
2.	Returned Check Charge	$ 45.00
3.	Meter Test Charge per Article 8.03C(2) (per test/invoiced)	$ 65.00
4.	Pulled Meter Charge per Article 8.03C(3).	$ 60.00
5.	Unauthorized Water Use Fine per Article 8.03C(4) and 9.03	$ 1,000.00
6.	Walk-thru and Cleaning Water Service per Article 8.03C(7) – maximum of 14 calendar days:	
	-Application Processing Fee	$ 25.00
	-Security Deposit	$ 100.00
7.	Disconnection Charge for Waste or Misuse of Water per Article 8.05B(2) and Appendix O	$ 1,000.00
8.	Late Charge per Article 8.04E and Article 8.04G	**10% of the balance due for the first 30 days and 1-1/2% for each 30 days thereafter**
9.	Meter and Project Water System Deposit Fee (per project unit)	$ 400.00
10.	Fee for Confinement or Quitclaim of Easements per Article 12.05	$ 100.00
11.	Non-emergency Service Calls After Regular Working Hours (8 a.m. to 6 p.m.) on Weekdays, Fridays-Sundays, and Holidays per Article 8.03C(8).	$ 80.00
12.	Turn-on/off Fee per Article 8.03C(8)	$ 15.00
13.	48-Hour Disconnect Notice Fee per Article 8.03C(9)	$ 20.00
14.	Angle Stop Repair per Article 8.03C(6)(a):	
	-During regular working hours (7 a.m. to 4:30 p.m.)	$ 440.00
	-After regular working hours, Fridays-Sundays, and Holidays	$ 600.00
	-Service line replacement per Article 8.03C(6)	Cost + Overhead

15. Missing or Damaged Padlock		$ 15.00
16. Damaged or Missing District Property (meter, register, transmitter) . .		Cost + Trip
17. Backflow Non-Compliance Charge		$ 50.00
18. Cross-Connection Control Annual Paper Processing Fee per Article 8.03C(10) .		$ 35.00
19. Fire Flow Test Charge		$ 250.00
20. Customer Deposit		$ 200.00 Residential $ 300.00 Commercial
21. Fire Protection (per month)		$ 100.00
22. Bad Debt Collection Charge		Actual cost associated
23. Set-up Account Charge		$ 25.00 each
24. Meter Downsizing Fee	- 1" to 5/8" x 3/4"	$ 240.00
	- 1-1/2" to 5/8"x3/4"	$ 318.00
	- 1/1/2" to 1"	$ 405.00
	- 2" to 1"	$ 455.00
	- 2" to 1-1/2"	$ 579.00

REVISED AND ADOPTED BY THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT AT A REGULAR MEETING HELD MARCH 8, 2021.

PALMDALE WATER DISTRICT

ADDENDUM TO APPENDIX D

PLAN CHECK

- Residential: $0.50 per Lineal Foot + $40.00 per Lot
- Commercial: $1.00 per Lineal Foot + $40.00 per Equivalent Unit + $250.00 per Sheet
- Multi Family: $1.00 per Lineal Foot + $25.00 per Dwelling Unit + $500.00 per Sheet

INSPECTION

- Residential: $2.00 per Lineal Foot + $160.00 per Lot
- Commercial: $4.00 per Lineal Foot + $160.00 per Equivalent Unit + $1,000.00 per Sheet
- Multi Family: $4.00 per Lineal Foot + $100.00 per Dwelling Unit + $2,000.00 per Sheet

APPENDIX E

REFUNDABLE CONSUMER DEPOSITS

Consumer's Deposit Required per Article 10.03 as follows:

Commercial or Industrial:

For each single or multiple commercial or industrial unit served by the same service meter ..... $300.00 per unit

Residential:

For each dwelling unit served by the same service meter ..... $200.00 per unit

At the Manager's discretion, the District may require an additional deposit as a condition precedent to water service or reconnection if (i) District determines the consumer has an unsatisfactory payment history, (ii) the consumer is not credit-worthy, or has previously had water service disconnected for non-payment, or had a check returned to the District (e.g., insufficient funds) or had a credit card charge back in connection with payment of a District bill, or (iii) the nature of the services or the consumer's intended use of water warrants an additional deposit. In such instances, the total consumer deposit shall be determined by the Manager, but in no event shall the deposit exceed the total of the three (3) highest months' water usage charges during the twelve (12) calendar months immediately preceding the delivery of the deposit or $500, whichever amount is greater.

REVISED AND ADOPTED BY THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT AT A REGULAR MEETING HELD MARCH 11, 2009 EFFECTIVE MAY 13, 2009.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

DEPOSIT REFUND REQUEST FORM

For Single Family Residences

Account Holders Name: _____

Social Security # (last 4): _____

Phone Number: _____

Service Address: _____

Account Number: _____

E-mail address: _____

The refund of a deposit is subject to the customer making a request in writing and the customer meeting all the requirements of Palmdale Water District's Rules and Regulations Section 10.03. B. “Refund of Deposit (Single Family Residences Only)”.

One (1) year after a deposit is made with the District (i.e., initial account setup, non-payment, return check) Customer must submit written request to receive a refund of the deposit.

1.) As per section 10.03.B.2.b – “Customer has not incurred any additional disconnect charges on the account.”

2.) As per section 10.03.B.2.c – “Customer has not had any additional checks returned from bank (e.g. insufficient funds), rejected electronic funds transfer or any credit card charge backs".

I, _____ have read the rules and regulations above and understand that I
print name
must comply with them in order to receive my deposit refund. I hereby request the District to review my account to see if it qualifies for a deposit refund. If refund request is denied the District will contact me. If approved, I request the refund of my deposit to be returned as follows:

☐ Please apply my deposit refund as credit to my water service account.

☐ Please issue me a check for my deposit refund.
(Please note that check refunds can take 3-4 weeks to process).

Mailing Address for Refund Check if different than above address:

_____

_____

Signed,

_____ _____
Account Holder Signature Date

Return by U.S. Mail, Fax (661) 947-8604, or scan and email to "front_office@palmdalewater.org"

For District Use Only

Account Reviewed: Approved _____ (Initials) Denied** _____ (Initials) ** Customer Contacted

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

SOLICITUD PARA REEMBOLSO DEL DEPOSITO

Para cuentas residenciales

Nombre del dueño de la cuenta: _____

Seguro Social (últimos 4 números): _____

Número de teléfono: _____

Dirección del servicio: _____

Número de cuenta: _____

Correo electrónico: _____

El reembolso del depósito debe ser solicitado por el cliente por escrito ó mediante esta solicitud. La cuenta debe de reunir los requisitos del Distrito de Palmdale Water bajo las reglas y regulaciones bajo la seccion 10.03.B Siendo los siguientes:

El depósito es elegible para reembolso después de haber permanecido en la cuenta un año (Depósito Inicial, depósito pagado después de una desconexión ó depósito por pago devuelto por su banco).

1.) Por sección 10.03.B.2 b - Que la cuenta no haya tenido desconexión por falta de pago en los pasados 12 meses.

2.) Por sección 10.03.B.2 c - Que la cuenta no haya tenido cheques devueltos por falta de pago así como transacciones electrónicas de cuentas bancarias ó transacciones de tarjetas de crédito devueltas.

Yo, _____ he leído las reglas y regulaciones arriba explicadas y entiendo que
nombre

mi cuenta tiene que reunir los requisitos para recibir el reembolso de mi depósito. Por este medio le pido al distrito que revise mi cuenta para procesar mi reembolso. Si el reembolso es negado el Distrtio me lo notificará. Si el reembolso es aprobado, Yo pido que se haga de la manera siguiente:

☐ Favor de reembolsar el depósito como credito a mi cuenta de servicio de agua.

☐ Favor de mandarme un cheque. (Reembolsos en forma de cheque tardan de 3 a 4 semanas).

En caso que deseé que le mandemos el cheque a una dirección distinta de la dirección del servicio favor de especifiarla.

_____

_____

Firma,

_____ _____

Firma del dueño de la cuenta Fecha

Mándenos esta forma por correo, por Fax (661-947-8604) ó por e-mail a “front_office@palmdalewater.org”

For District Use Only

Account Reviewed:	Approved _____ (Initials)	Denied** _____ (Initials)	** Customer Contacted

APPENDIX F

PALMDALE WATER DISTRICT

CROSS-CONNECTION CONTROL POLICY AND PROGRAM

RESOLUTION NO. 20-22
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO SECTION 8.08 AND APPENDIX F, CROSS-CONNECTION CONTROL POLICY, OF THE PALMDALE WATER DISTRICT'S RULES AND REGULATIONS

WHEREAS, Appendix F, the Cross-Connection Control Policy, was adopted in 1988 via Section 8.08 of the Palmdale Water District's Rules and Regulations; and

WHEREAS, pursuant to the State Water Resource Control Board, the Palmdale Water District ("District") shall have a Cross-Connection Control Program as part of its water permit; and

WHEREAS, the Program shall include rules and regulations, standard specifications, and procedures to address cross-connection control and backflow preventers; and

WHEREAS, the District desires to update Appendix F, the Cross-Connection Control Policy of the District's Rules and Regulations, to reflect the requirements and changes in Titles 17 and 22 of the California Code of Regulations and the SWRCB Policy Handbook on Cross-Connection; and

WHEREAS, the District also desires to separate the policy components from the District's Rules and Regulations to its operations guidelines of the program by amending Appendix F.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are all true and correct and hereby adopted as findings.

SECTION 2. Section 8.08 of the District's Rules and Regulations is hereby amended and shall now read as follows:

"8.08 CROSS CONNECTIONS

The District has adopted a Cross Connection Control Policy and incorporates such program herein. The District's Cross-Connection Control Policy is attached hereto as Appendix F."

SECTION 3. Appendix F, as referenced in Section 8.08 of the District's Rules and Regulations, is hereby replaced in its entirety with a new Appendix F as set forth in Exhibit "A," which establishes a general policy related to cross-connections and adopts new guidelines to carry out the Cross-Connection Control Program through the District's Standard Operations Protocol.

SECTION 4. Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

SECTION 5. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED on this 14th day of December 2020 by the Board of Directors of the Palmdale Water District.

Vincent Dino, President
Board of Directors
Palmdale Water District

Don Wilson, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
Eric Dunn, District General Counsel

EXHIBIT "A"

APPENDIX F

PALMDALE WATER DISTRICT CROSS-CONNECTION CONTROL POLICY

I. Statement of Policy:

This policy establishes Palmdale Water District's Cross-Connection Control Program (1) to comply with Federal and State regulation on cross-connection control; (2) to protect the public water supply against actual or potential cross-connection; (3) to establish effective management processes to accomplish this goal.

These regulations are adopted pursuant to the State of California Code of Regulations, Title 17 and Title 22, and the Cross-Connection Policy Handbook developed by State Water Resources Control Board.

It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the Palmdale Water District ("District") and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures, which by reason of their construction may cause or allow backflow of water or other substances into the water supply system of the District and/or the service of water pipes or fixtures of any consumer of the District.

II. Principles:

A. No water service connection to any premises shall be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and this policy.

B. Service of water to any premises shall be discontinued by the District if a backflow prevention assembly, as required by this policy, is not installed, tested, and maintained; or if it is found that a backflow prevention assembly has been removed or bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

C. Wherever backflow protection is found necessary, the type of assembly to be installed will be commensurate to the hazard potential that might exist. The District does not permit the use of Double Check Valve Assembly (DC) as a form of backflow prevention.

D. Backflow prevention assembly shall be installed on the service connection to any premise that have (1) an internal cross-connection that cannot be permanently corrected to the satisfaction of the State, local health department, or Palmdale Water District, or (2) intricate plumbing and piping arrangement where entry to all portions of the premises is not readily accessible.

III. Responsibilities:

A. District Management shall develop and update Cross-Connection Control Standard Operations Protocol (SOP) to manage the Cross-Connection Program. The SOP shall be revised as needed and approved by the District's General Manager.

B. The District's designated Cross-Connection Administrator and the Construction Inspection section shall be responsible for implementing and enforcing the cross-connection control program.

C. An approved backflow prevention assembly shall be installed at owner's expenses when deemed necessary by the District. It shall be the owner's responsibility to comply with all District requirements as defined within this policy.

D. Backflow prevention assembly shall be installed in an accessible location and in a manner approved by District. (Reference District Standard Specifications)

E. It shall be the responsibility of the owner or customer of any premises where backflow prevention assemblies are installed to have thorough inspections and operational tests made of each assembly at least once a year, or more often in those instances where inspections or tests indicate a need. These inspections and tests shall be at the expense of the owner or customer and shall be performed by a person approved by the District and has possession of a current and valid Certificate of Competency for the testing of backflow preventers issued by the County of Los Angeles Department of Health.

F. Costs or expenses related to testing, turn off/on, late fee, disconnection/reconnection fees and delays are responsibilities of owner. The owner must be in good standing with the District to have water services connected.

G. Whenever an existing assembly is moved from its present location, or when it requires more than minimum maintenance, or when the District finds that improper maintenance of the assembly constitutes a health hazard, the assembly shall be replaced and tested by the owner at the owner's expenses.

IV. Reclaimed/Recycled Water System:

Site Supervisor - At each premises where it is necessary, in the opinion of the District, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention assembly and for the avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the District shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform the District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

Revisions: May 23, 1988
December 14, 2020

E-001 Palmdale Water District Cross-Connect Control Program

Effective Date: 11/26/2020	Approved By: General Manager, Dennis LaMoreaux
Review Date: NA	Signature:

SUBJECT:

Palmdale Water District Cross-Connection Control Program

PURPOSE:

This program establishes procedures and guidelines for the District and owners to comply with Titles 17 and 22 of the California Code of Regulations related to cross connections. It is consistent with the Cross-Connection Control Policy Handbook developed by the State Water Resources Control Board.

PROCEDURES:

Section I – Definitions:

A. Air-Gap Separation: The term "air-gap separation" means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the flood rim of the vessel and in no case less than one inch.

B. Approved Backflow Prevention Assembly: The term "approved backflow prevention device" shall mean devices which have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the Foundation for Cross-Connection Control and Hydraulic Research (FCCCHR) at the University of Southern California and is listed on their current approval list.

C. Approved Water Supply: The term "approved water supply" means any water supply whose potability is regulated by a State or local health agency.

D. Backflow: The term "backflow" shall mean a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage is one cause of backflow. Back pressure is the other cause.

E. Contamination: The term "contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

F. Cross-Connection: The term "cross-connection," as used in this Standard Operations Protocol ("SOP"), means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross- connections.

G. Health Agency: The term "health agency" means the California Department of Health Services, or the local health agency with respect to a small water system.

H. Local Health Agency: The term "local health agency" means the County of Los Angeles, Department of Health Services.

I. Person: The term "person" means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

J. Premise: The term "Premise" means any and all areas on a customer's property which are served or have the potential to be served by the public water system.

K. Public Water System: The term "public water system" means a system for the provision of piped water to the public for human consumption which has five or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.

L. Reclaimed Water: The term "reclaimed water" means a wastewater, which as a result of treatment is suitable for uses other than potable water.

M. Reduced Pressure Principle Backflow Prevention Assembly (RP): The term "Reduced Pressure Principle Backflow Prevention Assembly" means an assembly containing two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shutoff valves located at each end of the assembly.

N. Reduced Pressure Principle Detector Assembly (RPDA): The term "Reduced Pressure Principle Detector Assembly" means an assembly composed of a line size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle assembly.

O. Service Connection: The term "service connection" refers to the point of connection after the Palmdale Water District's water meter and on the customer private plumbing system.

P. Water User: The term "water user" means any person obtaining water from an approved water supply system.

Section II – Cross-Connection Protection Requirements:

A. General Provisions:

1. Unprotected cross-connections with the public water supply are prohibited.

2. Whenever backflow protection has been found necessary, the Palmdale Water District will require the water user to install and have tested an approved backflow prevention assembly by and at his/her expense for continued services or before a new service will be granted.

3. Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, then any and all water supply lines from the Palmdale Water District s mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this protocol.

B. Where Protection is Required:

1. Each service connection from the Palmdale Water District water system for supplying water to premises having or access to an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the Palmdale Water District and is approved by the public health agency having jurisdiction.

2. Each service connection from the Palmdale Water District water system for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the Palmdale Water District water system which have been subjected to deterioration in sanitary quality.

3. Backflow prevention assemblies shall be installed on the service connection to any premises having (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the Palmdale Water District, or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible whether or not cross-connections exist.

4. Any or all service connections from the Palmdale Water District to all premises, park, lot or landscape median shall have backflow protection if it has or has access to tertiary level reclaimed water source.

5. Backflow protection is required on all new water service connections to the Palmdale Water District's system for the supplying of water for commercial, multi-residential and irrigation uses. All service connections that serve a fire protection system of any class will also require backflow protection.

6. Backflow protection is required on existing commercial, multi-residential, irrigation and fire protection system service locations where the premise undergoes a demolition and the construction of a new structure.

7. Residential service connections, new or existing, serving an onsite fire sprinkler system and/or a water storage tank which is to be used for fire suppression requires backflow protection.

8. A premise that is being served by two or more service connections with the internal plumbing hooked together causing a flow through condition will required backflow protection.

C. Type of Protection Required:

The Palmdale Water District recognizes these three forms of backflow protection to be used as meter service protection and will be located at the service connection. All final decision as to the type of backflow protection assembly required will be determined by the Palmdale Water District. The type of protective assembly that may be required includes: Reduced Pressure Principle Backflow Prevention Assembly (RP), Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA) and an Air-gap separation (AG).

Section III – Backflow Prevention Assemblies:

A. Approved Backflow Prevention Assemblies:

1. Only backflow prevention assemblies which have been approved by the Foundation for Cross-Connection Control and Hydraulic Research (FCCCHR) shall be acceptable for installation by a water user connected to Palmdale Water District's potable water system.

2. The assemblies shall not be altered as shipped from the manufacturer. Doing so voids the FCCCHR approval.

3. The Palmdale Water District will provide, upon request, to any affected customer a list of approved backflow prevention assemblies.

B. Backflow Prevention Assembly Installation:

1. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, Title 17, of the California Code of Regulations. Location of the assemblies should be as close as practical to the user's connection with no other points of connection in between. The Palmdale Water District shall have the final authority in determining the required location of a backflow prevention assembly.

    a) Air-gap separation (AG): The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The air-gap shall be at least double the diameter of the supply pipe measured vertically from the flood rim of the vessel to the bottom of the outlet of the supply pipe and in no case less than one inch.

    b) Reduced pressure principle backflow prevention assembly (RP): The approved reduced pressure principle backflow prevention assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the relief valve opening on the bottom of the assembly and with a minimum of twelve inches (12") side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing.

    c) Reduced Pressure Principle Detector Assembly (RPDA): The approved reduced pressure principle detector assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the relief valve opening on the bottom of the assembly and with a minimum of twelve inches (12") side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing.

C. Backflow Prevention Assembly Testing and Maintenance:

1. The owners of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a person who has possession of a current and valid Certificate of Competence issued by the County of Los Angeles Public Health Department. Testing of all backflow prevention assemblies shall be done in accordance with current test procedures required by said department. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. The Palmdale Water District may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. Testing and reporting shall be completed in one of two options.

2.

a) An original copy of Palmdale Water District's "Field Testing and Maintenance Report Form" shall be used by the certified tester to record the required test data, and the original test form will be filed with the District after each test, relocation, or repair.

b) The certified tester can use the District's web-based reporting site to record and file the testing results with the District for each test, relocation, or repair.

These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user.

3. The Palmdale Water District will, upon request, supply water users with a list of persons acceptable to test backflow prevention assemblies. Those listed are by no means the only testers allowed to test within the Palmdale Water District's jurisdiction. The Palmdale Water District will notify affected customers by mail or email from the District's web-based backflow testing when annual testing of an assembly is needed and also supply users with the necessary testing requirements which must be filled out each time an assembly is tested and/or repaired.

4. If necessary and in order to protect public health, the Palmdale Water District will make arrangements for testing a customer's backflow prevention assembly to fulfill the requirements of the program. The customer will be charged for the test and any maintenance found necessary to keep the assembly in working order on the next regular water bill.

D. Backflow Prevention Assembly Relocation, Repair and Replacement:

1. Approval must be obtained from the Palmdale Water District before a backflow prevention assembly is relocated or replaced.

a) Relocation: An assembly may be relocated following confirmation by the Palmdale Water District that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the assembly.

b) Repair: An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by the Palmdale Water District. A retest will be required following the repair of the assembly; and

c) Replacement: An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed. All

replacement assemblies must be approved by the Palmdale Water District and must be commensurate with the degree of hazard involved.

Section IV – User Supervisor:

At each premises where it is necessary, in the opinion of the Palmdale Water District, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention assemblies and for avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the user supervisor shall promptly notify the Palmdale Water District so that appropriate measures may be taken to overcome the contamination. The water user shall inform the Palmdale Water District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

Section V – Administrative Procedures:

A. Water System Survey:

1. The Palmdale Water District shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the Palmdale Water District upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required device must be installed before service will be granted.

2. The Palmdale Water District may require an on-premise inspection to evaluate cross-connection hazards. The Palmdale Water District will transmit a written notice requesting an inspection appointment to each affected water user. Any customer which cannot or will not allow an on-premise inspection of their piping system shall be required to install the backflow prevention assembly the Palmdale Water District considers necessary.

3. The Palmdale Water District may, at its discretion, require a reinspection for cross-connection hazards of any premise to which it serves water. The Palmdale Water District will transmit a written notice requesting an inspection appointment to each affected water user. Any customer which cannot or will not allow an on-premise inspection of their piping system shall be required to install the backflow prevention device the Palmdale Water District considers necessary.

B. Customer Notification – Assembly Installation:

1. The Palmdale Water District will notify the water user of the survey findings and of the requirement for the installation of a backflow preventer. Included with the notification that addresses the requirement of the backflow prevention installation will be a copy of the Palmdale Water District's Field Testing and Maintenance Report Form or web-based program, which is used by the approved backflow

prevention assembly tester to record the test data which is then returned to the Palmdale Water District for filing. Thirty (30) days is given for the completion of the installation and testing of the required backflow preventer.

2. A second notice will be sent certified mail to the water user who does not take the required corrective action prescribed in the first notice within the 30-day period. The second notice will give the water user a two-week period to take the required corrective action. If no action is taken within the two-week period, the Palmdale Water District will terminate water service to the affected water user until the required corrective actions are taken.

C. Customer Notification - Testing and Maintenance:

1. The Palmdale Water District will notify each affected water user when it is time for the backflow prevention assembly installed on their service connection to be tested. This first notice shall give the water user 30 days to have the assembly tested using the supplied original test form or web-based reporting which is to be completed and submitted to the Palmdale Water District.

2. A second notice shall be sent to each water user who does not have his/her backflow prevention assembly tested as prescribed in the first notice within the 30-day period allowed. The second notice will give the water user a 14-day period to have his/her backflow prevention assembly tested. If no action is taken within the two-week period, a fee of $50.00 will be charged to the account of the water user.

3. A final notice will then be sent certified mail notifying the water user that his/her backflow prevention assembly has not been tested. If the test form is not returned to the Palmdale Water District office or reported on the District backflow testing website by the end of the two-week period, water service will be terminated without further notice. Along with termination of water service, there are associated fees related to the disconnection and reconnection of the water service, which will be charged to the water user's account.

4. Upon failure to respond to a final notice, the Palmdale Water District, at its discretion, may choose to arrange for testing of the backflow prevention assembly at the user's premise in lieu of water service termination. The customer shall be charged for the test and any maintenance found necessary to keep the assembly in working order on the next regular bill.

Section VI – Water Service Termination:

A. General:

When the Palmdale Water District encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the

Palmdale Water District shall institute the procedure for discontinuing the Palmdale Water District's water service.

B. Basis for Termination:

Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:

1. Refusal to install a required backflow prevention assembly.

2. Refusal to test a backflow prevention assembly.

3. Refusal to repair a faulty backflow prevention assembly.

4. Refusal to replace a faulty backflow prevention assembly.

5. Direct or indirect connection between the public water system and a sewer line.

6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.

7. Unprotected direct or indirect connection between the public water system and an auxiliary water system.

8. A situation which presents an immediate health hazard to the public water system.

C. Water Service Termination Procedures:

1. For conditions 1, 2, 3, or 4, the Palmdale Water District will terminate service to a customer's premise after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed period, water service may be terminated.

2. For conditions 5, 6, 7, or 8, the Palmdale Water District will take the following steps:

   a) Make reasonable effort to advise water user of intent to terminate water service.

   b) Terminate water supply and lock service valve. The water service will remain inactive until correction of violations has been approved by the Palmdale Water District.

APPENDIX G

ASSESSMENT PARITY CHARGE

APPENDIX G

ASSESSMENT PARITY CHARGE

The following assessment parity charges apply per Article 10.06:

2800' zone ..... $ 600.00 per acre

2950' zone ..... $ 803.00 per acre

3000' zone ..... $ 803.00 per acre

3100' zone ..... $1,013.00 per acre

3400' zone and higher..... $1,013.00 per acre

APPENDIX H

CAPITAL IMPACT (IMPROVEMENT) FEE SCHEDULE

RESOLUTION NO. 25-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT MODIFYING THE POLICY REGARDING CAPITAL IMPACT FEES FOR NEW WATER SERVICE CONNECTIONS AND ADOPTING NEW WATER SUPPLY FEES

WHEREAS, following an update of its master plan in 1989, Palmdale Water District ("District") adopted a Capital Improvement Plan ("CIP") and a Capital Improvement Fee Policy ("Policy") which is set forth in Exhibit "H" to the District's Rules and Regulations; and

WHEREAS, the Policy established Capital Improvement Fees ("CIF") to be paid in connection with new service connections within the District's service area; and

WHEREAS, the new capital improvements identified in the CIP are the basis for determining the CIF under the Policy; and

WHEREAS, the purpose of the CIF is to create a fund to finance the estimated reasonable cost of capital improvements shown on the CIP to meet anticipated demand for water service arising from new connections; and

WHEREAS, as required under California Government Code Section 66002(b), the District has annually reviewed and, when necessary, updated the CIP and, based upon changes to the CIP, has modified the Policy and adjusted the CIF in accordance therewith; and

WHEREAS, since the initial planning period for the CIP would have expired in 1996, the District engaged Montgomery Watson in June, 1995, to review, study and update its master plan and to make recommendations to modify the CIP to meet projected needs and demands through the year 2005; and

WHEREAS, in January, 1996, Montgomery Watson submitted its final report entitled Water System Master Plan ("1996 Master Plan"), which report, among other things, made recommendations concerning the CIP to meet projected growth and development through year 2005; and

WHEREAS, on September 19, 1996, the District adopted the 1996 Master Plan which contained an updated CIP; and

WHEREAS, the 1996 Master Plan constituted an updating of the CIP, which update included the identification of recommended capital improvements to the District's

water system and the estimated cost of constructing the capital facilities required to accommodate projected growth and development through year 2005; and

WHEREAS, following properly noticed and conducted public hearings in 1997, 1998, 1999, and 2000, the District duly adopted resolutions which updated the Capital Improvement Policy and modified the CIF; and

WHEREAS, in 2000, the District retained Montgomery Watson to review, study, and update the 1996 Master Plan and, among other things, make recommendations concerning the CIP to meet projected needs through year 2010; and

WHEREAS, in March 2001, Montgomery Watson submitted its final report entitled Water System Master Plan ("2001 Master Plan") including recommended modifications of the CIP, and the District has approved that report and adopted it as the District's 2001 Master Plan; and

WHEREAS, following properly noticed and conducted public hearings in 2001, 2002, 2003, 2004, 2005, and 2006 the District adopted Resolutions which updated the Capital Improvement Policy and modified the CIF; and

WHEREAS, in light of the economic slowdown that impacted growth and development within the District between 2007, 2012, 2020, 2021, 2023, and 2024, the District did not make changes to the CIP over those years; and

WHEREAS, following properly noticed and conducted public hearings in 2013, the District adopted Resolutions which updated the Capital Improvement Policy and added the water supply fee to the CIF; and

WHEREAS, in June 2023, Woodard and Currant its final report entitled Update Strategic Water Resources Plan ("2023 SWRP") including recommended water supply acquisitions and projects necessary to meet future growth within the District, and the District has approved that report after certification of the Programmatic Environmental Impact Report and adopted it as the District's 2023 Update SWRP; and

WHEREAS, in 2024, the District retained Woodard and Curran to review, study, and calculate a proposed Water Supply Fee necessary to supply the next 35,000 acre feet per year of new water supply that will be necessary to meet anticipated growth and development within the District; and

WHEREAS, the purpose of the Water Supply Fee is to create a fund to finance the estimated reasonable cost of capital projects and water acquisitions necessary to meet anticipated demand for water service arising from new connections; and

WHEREAS, the District has considered the water supply costs and costs of constructing the capital facilities identified in the Update SWRP and CIP, and the impact on the existing capital improvement fees payable under the Policy and determined that the policy and the fees should be modified; and

WHEREAS, the District has given and published the required notices and conducted a public hearing with respect to the proposed modification of the Policy and CIF payable thereunder; and

WHEREAS, the Board of Directors of Palmdale Water District has found and determined that the establishment of capital improvement fees is exempt from the requirements of the California Environmental Quality Act pursuant to California Public Resources Code Section 21080(b)(8) and further has found and determined that said fees are for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas.

NOW, THEREFORE, BE IT RESOLVED that, the Board of Directors of Palmdale Water District hereby modifies and amends the Policy by deleting the existing Table 1 from Appendix "H" to the District's Rules and Regulations and inserting in place thereof proposed Table 1 attached hereto and incorporated herein.

FURTHER RESOLVED, that the General Manager of the District be and he hereby is, authorized and directed to implement this modified Policy until further order of the Board.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District at a duly called and noticed public meeting of said Board held on March 24, 2025.

Kathy Mac Laren-Gomez, President

ATTEST:

Vincent Dino, Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, General Counsel

Enclosure A
Capital Impact Fee Tables
(per Article 10.07C)

Table 1 – Single Family[1] & Multi-Family[2], Domestic and Irrigation Service Fees

Service Zone	*Infrastructure (X)*	*Water Supply (Y)*	*Total CIF (Z)*
2800' & 2850'	$4,588	$12,300	$16,888
2950' & 3000'	$12,718	$12,300	$25,018
3200' & 3250'	$15,584	$12,300	$27,884
3400' & 3600'	$18,549	$12,300	$30,849

Notes: (1) Assumes a single ¾ inch service (2) Multi-Family is calculated by half the total apartment units multiplied by the cost per unit above and compared to the cost by size of the service, whichever is higher.

Table 2 - Commercial & Industrial- Domestic and Irrigation Service Fees

Service Zone	*Infrastructure (X)*	*Water Supply (Y)*	*Total CIF (Z)*
2800' & 2850'	$4,588	$28,000	**BASED ON EDU'S & AF**
2950' & 3000'	$12,718	$28,000	
3200' & 3250'	$15,584	$28,000	
3400' & 3600'	$18,549	$28,000	

Table 3 – Domestic and Irrigation Service Connection Fees

Single Family Residential				
Service Zone	***Service Size (inches)[1]***			
	3/4	**1**	***1-1/2***	***2***
2800' & 2850'	$16,888.00	$30,023.11	$67,552.00	$120,092.44
2950' & 3000'	$25,018.00	$44,476.44	$100,072.00	$177,905.78
3200' & 3250'	$27,884.00	$49,571.56	$111,536.00	$198,286.22
3400' & 3600' +	$30,849.00	$54,842.67	$123,396.00	$219,370.67

Note: (1) If a single-family service is larger than ¾-inch, the cost is determined by the ratio of the larger size service diameter by ¾-inch service diameter.

Multi-Family Residential						
Service Zone	***Service Size (inches)***					
	3	***4***	***6***	***8***	***10***	***12***
2800' & 2850'	$270,208.00	$480,369.78	$1,080,832.00	$1,921,479.11	$3,002,311.11	$4,323,328.00
2950' & 3000'	$400,288.00	$711,623.11	$1,601,152.00	$2,846,492.44	$4,447,644.44	$6,404,608.00
3200' & 3250'	$446,144.00	$793,144.89	$1,784,576.00	$3,172,579.56	$4,957,155.56	$7,138,304.00
3400' & 3600'	$493,584.00	$877,482.67	$1,974,336.00	$3,509,930.67	$5,484,266.67	$7,897,344.00

Subsequent updates to the Capital Impact Fee (CIF) will modify the fees shown in the above tables, plus a percentage increase based on the published Construction Cost Index (CCI) from data provided by Engineering-News Record (ENR). The frequency of updates will depend on the growth in water demand in the District service areas, the CIF collected and the need for additional facilities.

Enclosure B
Capital Impact Fee Calculations

Definition of Formulae Terms

AFY = Acre Feet Per Year

C.I.F. = Capital Improvement Fee

DSD = Domestic Service Diameter

ISD = Irrigation Service Diameter

MFEU = Multifamily Equivalent Unit

MFU = Multifamily Residential Units

EDU = Equivalent Dwelling Units

DOM = Domestic Demand in AFY

IRR = Irrigation Demand in AFY

X = Infrastructure C.I.F. in the Subject Zone

Y = Water Supply C.I.F. in the Subject Zone

Z = Total C.I.F. in the Subject Zone

PFFD = New Public Fire Flow Demand = (GPM)(HR)

OSFFD = New On-Site Fire Flow Demand = (GPM)(HR)

pffd = Previous Public Fire Flow Demand = (GPM)(HR)

osffd = Old On-Site Fire Flow Demand = (GPM)(HR)

Figure 1 - Single Family Residential Development CIF Calculation:

$$CIF = \left[\left(\frac{(PFDD - pffd)}{(1250) \times (2)}\right) \times (X)\right] + \left[\left(\frac{DSD^2}{0.75^2}\right) \times (Z)\right]$$

Notes:

1) If Fire Flow Requirements are 1,250 gpm for 2 hrs or less for new development, the fire flow CIF is zero

Enclosure B
Capital Impact Fee Calculations

Figure 2 - Multi-Family Residential Development CIF Calculation:

$$CIF = \left[\left(\frac{(PFDD + OSFFD) - (pffd + osffd)}{(1250) \times (2)}\right) \times (X)\right] + [(MFEU) \times (Z)]$$

$$MFEU = \left(\frac{DSD^2}{0.75^2}\right) \quad \textbf{or} \quad MFEU = \frac{MFU}{2}$$

Notes:

1) Use the MFEU that is greater from the two calculations above

Figure 3 - Commercial Development CIF Calculation:

$$CIF = \left[\left(\frac{(PFDD + OSFFD) - (pffd + osffd)}{(1250) \times (2)} + \left(\frac{ISD^2}{0.75^2}\right) + \left(\frac{DSD^2}{0.75^2}\right)\right)\right] \times (X) + [(DOM) + (IRR)] \times (Y)$$

Irrigation CIF Calculation:

$$CIF = \left[\left(\frac{ISD^2}{0.75^2}\right) \times (Z)\right]$$

APPENDIX I

MAIN EXTENSION REIMBURSEMENT RATES AND AGREEMENT

APPENDIX I

MAIN EXTENSION REIMBURSEMENT RATES

1. Reimbursement Where District Policy Provides for Subsequent Connection per Article 11.03B

    - $7.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from both sides of street.
    - $14.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from only one side of street.

2. Charge for Connection to Existing Main per Article 10.09

    - $7.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from both sides of street.
    - $14.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from only one side of street.

3. Reimbursement Where District Policy Precludes Subsequent Connection per Article 11.03C

    - $14.00 per diameter inch per lineal foot of main.

AMENDED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AT A REGULAR MEETING HELD MAY 13, 2024 PER RESOLUTION NO. 24-4

RESOLUTION NO. 24-4

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO APPENDIX I, MAIN EXTENSION REIMBURSEMENT RATES, OF THE PALMDALE WATER DISTRICT'S RULES AND REGULATIONS

WHEREAS, pursuant to Water Code Division 11, the Palmdale Water District ("District") is authorized to establish rules and regulations governing the District's operations, accordingly, the District adopted the Palmdale Water District's Rules and Regulations ("Rules and Regulations"); and

WHEREAS, the District has previously adopted main extension reimbursement rates, as fully set forth in Appendix I of the District's Rules and Regulations; and

WHEREAS, the District would promote and offer such reimbursement rates based on the current dollar value to developers who initially make water system improvements within the District's service area so that future properties adjacent to the water main are connected and pay their fair share of the cost of those improvements; and

WHEREAS, the District's main extension reimbursement rates were last updated in 2008, and construction costs have since increased; and

WHEREAS, the District would like to remain focused on making its service area an attractive place to live and work for future generations; and

WHEREAS, the District would now like to update its main extension reimbursement policy and rates to account for inflation and changes in costs in accordance with updated construction costs based on the historical Construction Cost Index (CCI) for Los Angeles as reported by the Engineering News Record (ENR) by the percentage increase of the index from July 2008 to April 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. **SECTION 1.** The above recitals are all true and correct and hereby adopted as findings.

2. **SECTION 2.** The Board of Directors hereby amends Appendix I, Main Extension Reimbursement Rates, of the Palmdale Water District Rules and Regulations to read, in its entirely as follows:

"1. Reimbursement Where District Policy Provides for Subsequent Connection per Article 11.03B
   - $7.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from both sides of the street.
   - $14.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from only one side of the street.

2. Charge for Connection to Existing Main per Article 10.09

- $7.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from both sides of the street.
- $14.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from only one side of the street.

3. Reimbursement Where District Policy Precludes Subsequent Connection per Article 11.03C
   - $7.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from both sides of the street.
   - $14.00 per diameter inch frontage foot of main, where District policy provides for subsequent connection from only one side of the street."

3. **SECTION 3.** Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

4. **SECTION 4**. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

5. **SECTION 5**. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED THIS: 13th day of May 2024.

Kathy Mac Laren-Gomez, President
Board of Directors
Palmdale Water District

Vincent Dino, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder, LLP
District Legal Counsel

MAIN EXTENSION REIMBURSEMENT AGREEMENT

NO._____

1. IDENTIFICATION:

This Main Extension Reimbursement Agreement ("Agreement") is made and entered into effective as of the _____day of _____ , 19____, between PALMDALE WATER DISTRICT, a California Irrigation District formed pursuant to the California Water Code ("District"), and _____

_____("Developer").

2. RECITALS:

2.1 This Agreement is made pursuant to the requirements of and in accordance with the District's Main Extension Reimbursement Policy ("Policy"), a currently effective copy of which is attached to this Agreement as Exhibit "A".

2.2 Developer is in the process of designing and constructing certain improvements to be located on real property situated within the District's boundaries. The legal description of the real property is set forth in Exhibit "B" attached to this Agreement.

2.3 In order to complete the planned development of the real property, Developer will require water service from the District, which will, in turn, require that the District's existing facilities be extended beyond current limits.

2.4 District is willing to grant Developer's request for water service to the real property on certain terms and conditions, including the terms and conditions of this Agreement and in accordance with the Policy.

3. AGREEMENTS:

3.1 Agreements of Developer:

Developer agrees to design and construct at Developer's expense the main extension and off-site facilities specified in Exhibit "C" in accordance with plans and specifications approved by the District.

3.1.1 Until such time as District accepts said main extension and off-site facilities from Developer, Developer shall maintain and insure said facilities for their full replacement cost value and further shall indemnify and save District harmless from any and all claims relating to the design and/or construction of said main extension and off-site facilities and shall take all steps necessary to comply with the California Environmental Quality Act.

3.1.2 Developer shall be responsible for securing all required and necessary governmental approvals in order to complete construction of the main extension and off-site facilities specified in Exhibit "C" including the acquisition of any easements and rights-of-way necessary to complete construction of said facilities.

3.1.3 All facilities shall become the property of the District upon acceptance.

3.2 Agreements of District:

3.2.1 Upon acceptance of the main extension and off-site facilities specified in Exhibit "C" by the District, District shall collect a fee for said facilities from persons subsequently connecting to them as specified in the Policy and, upon receipt of payment of those fees by District, District will pay said fees over to Developer at intervals not more frequently than each calendar quarter. Such payments shall be made by mailing appropriate amounts with an accounting to Developer at the address last given to District by Developer.

3.2.2 In the event any such main extension and off-site facilities specified in Exhibit "C" are not available for subsequent connection by other persons, District shall reimburse Developer in a single lump sum pursuant to the provisions of the Policy applicable to such circumstances.

3.2.3 The Developer's right to receive reimbursement under paragraphs 3.2.1 and 3.2.2 contained above in this Agreement shall commence after the date of District acceptance as shown on Exhibit "C" and an Agreement is executed and shall terminate ten years after said date of District acceptance.

3.2.4 Developer's rights to receive reimbursement under Paragraphs 3.2.1 and 3.2.2 above, are subject to the right of District to off-set against any

sums payable to Developer the amount of any indebtedness then due or owing by Developer to District.

3.2.5 District shall make reasonable effort to notify Developer of any subsequent connections giving rise to a right to reimbursement pursuant to this Article 3.2. District shall give written notice of such connections by mail addressed to the last known address provided to District by Developer. Until such time as that address changes, the address of Developer specified below Developer's signature on this Agreement shall be the address to which District shall send mailed notice.

4. SUCCESSORS AND ASSIGNS:

The obligations of Developer, if Developer is more than one person, party or entity, shall be joint and several. This Agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the parties hereto.

PALMDALE WATER DISTRICT

By:_____
Its:_____

_____
(Developer)

By:_____
Its:_____
_____
_____
(Address)

MAIN EXTENSION REIMBURSEMENT POLICY

Exhibit "A"

LEGAL DESCRIPTION

Exhibit "B"

MAIN EXTENSION AND OFF-SITE FACILITIES

WATER SYSTEM ACCEPTED BY DISTRICT:_____
DATE

Exhibit "C"

APPENDIX J

PALMDALE WATER DISTRICT
RULES AND REGULATIONS IMPLEMENTING THE RELOCATION ASSISTANCE LAW

PALMDALE WATER DISTRICT

RULES AND REGULATIONS IMPLEMENTING

RELOCATION ASSISTANCE LAW

(Government Code Chapter 16, SS 7260, et seq.)

October 28, 1975

1. PURPOSE AND SCOPE

1.1 Purpose

These rules and regulations are adopted pursuant to Government Code S 7267.8 to implement payments and to administer relocation assistance according to the provisions of the Relocation Assistance Law, Government Code, Chapter 16, SS 7260, et seq. These rules and regulations are to assure the fair and equitable treatment of persons displaced by the real property acquisitions and programs of this District.

1.2 Scope

These rules and regulations apply to all acquisitions of real property, or interests therein, undertaken by this District whether by negotiated purchase, eminent domain, or otherwise. It is recognized that the Relocation Assistance Law has applicability to all real property acquisitions undertaken by this District regardless of whether relocation of any residence, business or farming operation is required.

2. DEFINITIONS

2.1 Section 7260 Definitions Incorporated.

The following terms are defined in Government Code S 7260:

(a) "Public Entity"

(b) "Person"

(c) "Displaced Person"

(d) "Business"

(e) "Farm Operation"

(f) "Affected Property"

(g) "Public Use"

(h) "Mortgage"

Whenever any of the preceding terms are used within these rules and regulations, they shall have the meaning set forth in Section 7260.

2.2 "Board" shall mean the Board of Directors of the Palmdale Water District.

2.3 "District" shall mean the Palmdale Water District.

2.4 "Manager" Shall mean the Manager of the Palmdale Water District or the Designee of said manager.

2.5 "Relocation Costs" shall mean the costs of relocation advisory assistance, compensation for displaced persons, additional payments to displaced dwelling owners, additional payments to displaced individual or family renters reimbursable expenses of the owner necessarily incurred for recording fees, transfer taxes, and similar expenses incidental to conveying real property and such other costs as may be foreseeably attributable to relocation activities required pursuant to the Relocation Assistance Law.

3. ACQUISITION PROCEDURES

3.1 In order to promote the policies enumerated in Government Code S 7267, the District shall, to the greatest extent practicable, be guided by the provisions of S 7267.1 to 7267.7, inclusive, and these regulations, when engaged in the acquisition of real property.

Where possession of real property is sought pursuant to an order for immediate possession, strict adherance to these standards is not required. The District shall, nevertheless, attempt to comply with the intent and purpose of the Act and these regulations to the extent possible under the circumstances. Within the guidelines of GC S 7267.3, the District shall provide maximum prior notice to owners who must relocate a dwelling due to an order

for immediate possession. Even though an action in eminent domain may be initiated, District shall attempt to negotiate a purchase based upon the amount established as security in the immediate possession proceeding.

3.2 When the manager has determined that acquisition of real property for public use by the District may be in the best interests of the District, the manager shall present a recommendation to the Board. Prior to submitting a recommendation, the manager shall determine if the proposed acquisition will leave the owner with an uneconomic remnant and shall determine if the acquisition of a larger or smaller parcel will correct any such uneconomic remnant and still serve the District's interests.

3.3 When the Board determines that acquisition of real property for public purposes may be to the best interests of the District, it shall direct the manager to hire a qualified independent appraiser for the purpose of determining the fair market value of the parcel proposed to be acquired. The Board shall also direct the manager to investigate the present use of the parcel proposed to be acquired and make an estimate of the relocation costs, if any, which the District may be obligated to pay in accordance with the Act.

3.4 The appraiser shall not give consideration to or include in the appraisal of the property proposed to be acquired any allowances for relocation costs. The appraisal shall be based exclusively on the fair market value of the real property proposed to be acquired. Manager shall instruct appraiser that the owner, or his representative, must be afforded opportunity to accompany the appraiser during inspection of the property.

3.5 The manager shall present the appraisal and the estimate or relocation costs to the Board for consideration in determining whether the proposed acquisition is to the best interests of the District. If the Board determines that the acquisition should take place, the Board shall establish an amount which it believes to be just compensation, exclusive of relocation costs, to be paid for the real property. In no event shall the amount thus established as just compensation be less than the amount of the approved appraisal. If the Board believes the appraisal is excessive, it may disapprove the appraisal and order a new appraisal by a different independent appraiser.

3.6 Following establishment of the amount the Board believes to be just compensation, and prior to the institution of any action in eminent domain, the manager shall transmit a written statement of, and summary of the basis for, the amount so established to the owner of the property proposed to be acquired. The District shall offer to purchase the property for an amount not less than the sum established as just compensation.

3.7 District shall make every reasonable effort to expeditiously acquire the real property through negotiation prior to the institution of any action in eminent domain.

4. RELOCATION ADVISORY ASSISTANCE

4.1 Program establishment

The manager shall institute a relocation advisory assistance program where:

(a) Acquisition of real property by the District will result in the creation of displaced persons; and

(b) It appears that such displaced persons need relocation assistance.

4.2 Scope of Relocation Advisory Assistance Programs

Each relocation assistance advisory program shall include such measures, facilities, or services as may be necessary or appropriate to perform all of the tasks detailed in Government Code Section 7261 (c).

4.3 Contracting for Relocation Services

Where it appears that a relocation advisory assistance program will be burdensome upon the District staff, the manager may contact private or other public entities for the purpose of establishing a contract to provide relocation advisory assistance in accordance with Government Code Section 7261.5. Proposals for such relocation advisory assistance contracts shall be submitted to the Board of Directors for approval.

5. RELOCATION PAYMENTS

5.1 Subchapter 6 of Title 2, California Administrative Code, Relocation Assistance Program (SS 1873 et seq.) is hereby incorporated as though fully set forth herein, except that where said subchapter refers to the "State of California" and to "the department" they shall be read to mean "the District".

APPENDIX K

STATEMENT OF

INVESTMENT POLICY

RESOLUTION NO. 24-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ESTABLISHING ITS INVESTMENT POLICY

1.0 POLICY

WHEREAS; the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS; the legislative body of a local agency may invest monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5922 and 53601 et seq.; and

WHEREAS; the Deputy Treasurer of the Palmdale Water District ("District") shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, and report same to the Finance Committee, and it shall be considered by the Board of Directors at a public meeting;

NOW THEREFORE; it shall be the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds.

2.0 SCOPE

This investment policy applies to all investment activities and financial assets of the District. These funds are accounted for in the annual district audit.

3.0 PRUDENCE

The standard of prudence to be used by investment officers shall be the "prudent investor" standard, pursuant to California Government Code 53600.3, and shall be applied in the context of managing an overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. Investments shall be made with judgment and care, under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing funds among a variety of securities with independent returns.

2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.

3. Return on Investments: The investment portfolio shall be designed with the objective of attaining a acceptable rate of return throughout budgetary and economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

Pursuant to California Government Code 53607, the authority to invest public funds of the District is expressly delegated to the Board of Directors of the District (the "Board"). The Board re-delegates the investment function to the Board President or Vice President. The Board President or Vice President, with the concurrence of the Board Finance Committee, designate the District's Financial Advisor as the Deputy Treasurer who shall have the authority to act on behalf of the District and shall assume full responsibility for those transactions until the delegation is revoked or expires. The Board President or Vice President shall delegate the day-to-day operations of investing to the Deputy Treasurer, but not the responsibility for the overall investment program. All transactions will be reviewed by the Finance Committee on a monthly basis to assure compliance with this Investment Policy.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Board, officers and employees of the District involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Deputy Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization, authorized to provide investment services to the District. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the District shall select only broker/dealers who are licensed and in good standing with the California Department of Business Oversight, the Securities and Exchange Commission, the Financial Industry Regulatory Authority or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the Deputy Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the District's account with that firm has reviewed the District's Investment Policy and that the firm understands this policy and intends to present investment recommendations and transactions to the District that are appropriate under the terms and conditions of this Investment Policy. A current audited financial statement is required to be on file for each financial institition and broker/dealer in which the District invests.

Further, all financial institutions and broker/dealers who desire to conduct investment transactions with the District must supply the Deputy Treasurer with a Certification Form and orther documents as the Deputy Treasurer may reasonably deem necessary to make a determination that such financial institution or broker/dealer is reputtable and trustworthy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The District is empowered by California Government Code 53601 et seq. to invest in the following:

a. Bonds issued by the District.

b. United States Treasury Bills, Notes and Bonds.

c. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by, or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

d. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 60% of the District's money which may be invested pursuant to this policy.

e. Monies held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

f. Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.

Such investments shall be limited to securities that at the time of the investment have a term remaining to maturity of five years or less, or as provided above.

Such investments with a forward settlement date exceeding 45 days from the time of investment shall be prohibited from purchase.

The District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

9.0 COLLATERALIZATION

All certificates of deposit must be collateralized by United States Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralizations on repurchase and reverse agreements will adhere to the amount required under California Government Code 53601(j)(2).

10.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the District shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement evidence by safekeeping receipts.

11.0 DIVERSIFICATION

The District will diversify its investments by security type and institution. Assets shall be diversified to mitigate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

Diversification strategies shall be reviewed and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

a. Portfolio maturity dates shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

b. Maturities selected shall provide for stability of income and liquidity.

c. Disbursement and payroll dates shall be covered through maturities of investments, marketable United States Treasury bills or other cash equivalent instruments such as money market mutual funds.

12.0 REPORTING

The Deputy Treasurer, after review by the Finance Committee, shall submit to each member of the Board an investment report at least quarterly. Pursuant to California Government Code 53646, the report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for District by third party contracted managers. The report will also include the source of the portfolio valuation. For funds which are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy, and (2) the District will meet its expenditure obligations for the next six months. The Deputy Treasurer shall maintain a complete and timely record of all investment transactions.

13.0 INVESTMENT POLICY ADOPTION

This Investment Policy shall be adopted by resolution of the District. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Board.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of Palmdale Water District held on October 28, 2024. Resolution No. 24-11 was adopted by the following vote:

AYES: President Mac Laren-Gomez, Directors Kellerman, Wilson, Sanchez, Dino
NOES: None
ABSTAIN: None
ABSENT: None

President, Board of Directors
Palmdale Water District

ATTEST:

Secretary of the Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Vincent Dino, Secretary of the Palmdale Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 24-11 of the Board of Directors of Palmdale Water District adopted at a Regular Meeting held on October 28, 2024 and that the same has not been amended or repealed.

Secretary, Board of Directors
Palmdale Water District

DATED: October 28, 2024

(S E A L)

RESOLUTION NO. 23-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ESTABLISHING ITS INVESTMENT POLICY

1.0 POLICY

WHEREAS; the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS; the legislative body of a local agency may invest monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5922 and 53601 et seq.; and

WHEREAS; the Deputy Treasurer of the Palmdale Water District ("District") shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, and report same to the Finance Committee, and it shall be considered by the Board of Directors at a public meeting;

NOW THEREFORE; it shall be the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds.

2.0 SCOPE

This investment policy applies to all investment activities and financial assets of the District. These funds are accounted for in the annual district audit.

3.0 PRUDENCE

The standard of prudence to be used by investment officers shall be the "prudent investor" standard, pursuant to California Government Code 53600.3, and shall be applied in the context of managing an overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. Investments shall be made with judgment and care, under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

1. Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing funds among a variety of securities with independent returns.

2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.

3. Return on Investments: The investment portfolio shall be designed with the objective of attaining an acceptable rate of return throughout budgetary and economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

Pursuant to California Government Code 53607, the authority to invest public funds of the District is expressly delegated to the Board of Directors of the District (the "Board"). The Board re-delegates the investment function to the Board President or Vice President. The Board President or Vice President, with the concurrence of the Board Finance Committee, designate the District's Financial Advisor as the Deputy Treasurer who shall have the authority to act on behalf of the District and shall assume full responsibility for those transactions until the delegation is revoked or expires. The Board President or Vice President shall delegate the day-to-day operations of investing to the Deputy Treasurer, but not the responsibility for the overall investment program. All transactions will be reviewed by the Finance Committee on a monthly basis to assure compliance with this Investment Policy.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Board, officers and employees of the District involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Deputy Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience, and minimal capitalization, authorized to provide investment services to the District. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the District shall select only broker/dealers who are licensed and in good standing with the California Department of Business Oversight, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the Deputy Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the District's account with that firm has reviewed the District's Investment Policy and that the firm understands this policy and intends to present investment recommendations and transactions to the District that are appropriate under the terms and conditions of this Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the District invests.

Further, all financial institutions and broker/dealers who desire to conduct investment transactions with the District must supply the Deputy Treasurer with a Certification Form and other documents as the Deputy Treasurer may reasonably deem necessary to make a determination that such financial institution or broker/dealer is reputable and trustworthy.

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e. Monies held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

f. Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies, or Joint Powers Agencies.

Such investments shall be limited to securities that at the time of the investment have a term remaining to maturity of five years or less, or as provided above.

Such investments with a forward settlement date exceeding 45 days from the time of investment shall be prohibited from purchase.

The District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity.

9.0 COLLATERALIZATION

All certificates of deposit must be collateralized by United States Treasury Obligations. Collateral must be held by a third-party trustee and valued on a monthly basis. The percentage of collateralizations on repurchase and reverse agreements will adhere to the amount required under California Government Code 53601(j)(2).

10.0 SAFEKEEPING AND CUSTODY

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The District will diversify its investments by security type and institution. Assets shall be diversified to mitigate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

Diversification strategies shall be reviewed and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

a. Portfolio maturity dates shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

b. Maturities selected shall provide for stability of income and liquidity.

c. Disbursement and payroll dates shall be covered through maturities of investments, marketable United States Treasury bills or other cash equivalent instruments such as money market mutual funds.

12.0 REPORTING

The Deputy Treasurer, after review by the Finance Committee, shall submit to each member of the Board an investment report at least quarterly. Pursuant to California Government Code 53646, the report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for District by third party contracted managers. The report will also include the source of the portfolio valuation. For funds which are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy, and (2) the District will meet its expenditure obligations for the next six months. The Deputy Treasurer shall maintain a complete and timely record of all investment transactions.

13.0 INVESTMENT POLICY ADOPTION

This Investment Policy shall be adopted by resolution of the District. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Board.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of Palmdale Water District held on October 23, 2023. Resolution No. 23-14 was adopted by the following vote:

AYES: President Wilson, Directors Kellerman, Mac Laren-Gomez, Dino

NOES:

ABSENT: Director Dizmang

ABSTAIN:

President, Board of Directors
Palmdale Water District

ATTEST:

Secretary of the Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Vincent Dino, Secretary of the Palmdale Water District, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 23-14 of the Board of Directors of Palmdale Water District adopted at a Regular Meeting held on October 23, 2023 and that the same has not been amended or repealed.

Secretary, Board of Directors
Palmdale Water District

DATED: October 23, 2023

(S E A L)



UBS

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Email: ruby.marduena@ubs.com

http://www.ubs.com/team/giordano

Finance Committee
Palmdale Water District
2029 East Ave Q
Palmdale, CA 93550

November 16, 2021

Dear Sirs:

This letter certifiers that I have read and understand the Palmdale Water District Investment Policy. I will present investment recommendations and transactions that are appropriate under its terms and conditions.

Sincerely,

James Giordano, CFP®, CRPS®
Senior Vice President- Wealth Mgmnt

Steve Crawford, CRPS®
First Vice President - Wealth Mgmnt

Ruby Marduena, CFP®
Team Administrator

UBS Financial Services Inc. is a subsidiary of UBS AG

APPENDIX K.1

STATEMENT OF RESERVE POLICY

RESOLUTION NO. 23-15

PALMDALE WATER DISTRICT'S RESERVE POLICY

WHEREAS, the Board of Directors recognizes the need to ensure that the District will have sufficient funding available to meet its operating, emergency capital, and debt service obligations.

WHEREAS, the Board of Directors recognizes the need for sound financial policies as stewards of our customers' funds.

WHEREAS, the Board of Directors recognizes the need for funds to be held in reserve for unanticipated and unforeseeable expenses.

WHEREAS, the Board of Directors recognizes the need to avoid significant water rate fluctuations.

WHEREAS, the Board of Directors recognizes a need for long-term strategic financial policies.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Palmdale Water District hereby rescinds the District's existing Reserve Policy (Resolution No. 18-10) and establishes the Palmdale Water District Reserve Policy as follows:

Legally Restricted Funds:

The Capital Improvement Fees, as modified by District Resolution No. 18-14, to consist of fee components allocated for infrastructure and for water supply, and Water Supply Connection Fees are subject to the requirements of the Mitigation Fee Act (AB 1600). These funds are deposited in the Capital Improvement Fund described below. The funds may not be used to support ongoing operations of the District. The District is legally required to account for these funds separately. An annual report is required to show balance forward, fees collected, income earned, expenditures, and future commitments. All funds collected must be committed or expended within five years of being collected or they must be refunded. Other legally restricted funds, including bond proceeds funds, reserve funds, or rate stabilization funds, are described below.

1. *Capital Improvement Fund:*

PWD will maintain a capital improvement fund with fees collected from developers to pay for the new facilities necessary to deliver water service to newly developed property and to pay for the additional water supplies necessitated to meet the demand for water created by such newly developed property. These fees are for offsite improvements, such as the development's fair share cost of wells, reservoirs, transmission mains, treatment plant capacity, and other necessary facilities, as well as to pay for water supply acquisitions and projects associated with new water supplies

necessitated by new development. The fees are collected at rates established by the Board of Directors based upon specific engineering studies. The rates charged are based on a project's equivalent capacity unit (ECU) basis. These funds are restricted to the design and construction of capital facilities for water delivery, and as otherwise provided in Resolution No. 18-14 and in Appendix H to the District's Rules and Regulations.

2. Bond Proceeds Fund(s):

Bond proceeds fund(s) are monies derived from the proceeds of a bond issue or similar indebtedness like a private placement loan, certificate of participation or other indebtedness instrument. Typically, they consist of construction fund monies and a debt service reserve fund. The use of these proceeds is restricted by conditions set forth in the respective legal bond documents. These funds are usually held by the Trustee in favor of the bondholders. These funds should be tracked and accounted for in accordance with the bond documents and to ensure, if applicable, the tax-exempt nature of the applicable bonds. These funds shall also be invested as provided in the bond documents.

3. Debt Service Reserve Fund:

The requirements for a Debt Service Reserve Fund (DSRF) are governed by the bond covenants for the District's debt. Bond covenants may require a DSRF to be maintained at a level sufficient to fund maximum annual debt service payments or such other requirements of the governing legal documents.

If funding a DSRF using bond proceeds is determined to be necessary or in the District's best interest, the DSRF will typically be held by the trustee to make principal and interest payments to bondholders in the event that pledged revenues are insufficient to do so. Annual interest earnings on a DSRF shall be applied to each year's debt service payments or as otherwise required by the bond documents.

The DSRF requirement may also be satisfied by a surety policy, a form of insurance provided by a bond insurer to satisfy a reserve fund requirement for a bond issuance. Under this arrangement, instead of depositing cash in a DSRF, the District purchases a reserve fund insurance policy (surety) by paying a one-time premium equal to a percentage of the face amount of the policy. The District may use a surety policy instead of a debt service reserve fund when economically feasible.

4. Rate Stabilization Fund:

The District will draw on Rate Stabilization Funds to maintain financial performance indicators and goals specified in legal bond covenants and monitored by financial rating agencies. Included among these indicators and goals is the maintenance of a strong debt service coverage ratio and a target Rate Stabilization Fund balance equal to 20% of maximum annual debt service, with a maximum Rate Stabilization Fund balance of

$2,500,000. Withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Water Revenue Fund to maintain minimum required debt service coverage.

Board Designated Funds:

Board designated funds are set to accomplish systematic and strategic goals or provide for prudent management of operations. The Board of Directors has complete discretion in the management and designation of self-adopted funds. Such funds can be modified, transferred, or altered by Board action.

1. *Dam Self Insurance:*

The District shall make available $5 million for self-insurance of the Littlerock Dam as seed money for reconstruction under the terms of the agreement between Palmdale Water District, Littlerock Creek Irrigation District, and Palmdale Water District Public Facilities Corporation. The money will be used to begin the reconstruction following an event during the time applications for FEMA reimbursement are in process following an event.

2. *O&M Operating Reserve:*

The O&M Operating Reserve will vary over time with a goal of maintaining three (3) months' average cash operating expenses of 25% of the prior audited year for the current year (Refer to Table A as reference). This reserve is considered a working cash requirement. It bridges the gap between the time expenses are paid and the time revenues from the same service are collected from customers.

3. *O&M Emergency Reserve:*

The O&M Emergency Reserve will vary over time with a goal of maintaining three (3) months average cash operating expenses of 25% of the prior audited year for the current year (Refer to Table A as reference). This reserve is considered a working cash requirement for use in an emergency situation.

4. *Unrestricted Reserves:*

Unrestricted reserves represent a remainder balance of cash that is not yet designated for some use by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Palmdale Water District as follows:

Each fiscal year budget will report on the status of the reserve over the previous year and budget for proposed sources and uses for each reserve.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District at a regular meeting held on this 23rd day of October, 2023 by the following vote:

Ayes: President Wilson, Directors Kellerman, Mac Laren-Gomez, Dino

Noes:

Absent: Director Dizmang

Abstain:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

PALMDALE WATER DISTRICT

Audited O&M Expenses - Reserve Policy Calculation

Table A (Updated: October 17, 2023)

Year	O&M Expense (Audited)	Calculated Reserve (25%)
2019	$ 25,091,896	$ 6,272,974
2020	$ 25,282,387	$ 6,320,597
2021	$ 28,491,804	$ 7,122,951
2022	$ 26,501,941	$ 6,625,485

APPENDIX K.2

EBT MANA EMENT POLICY

RESOLUTION NO. 17-7

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING A DEBT MANAGEMENT POLICY

WHEREAS, the Palmdale Water District is an issuer of public debt; and

WHEREAS, California Senate Bill 1029, adopted in September 2016, requires public debt issuers who issue debt after January 1, 2017 to have an adopted debt policy; and

WHEREAS, the Palmdale Water District may issue debt after January 1, 2017.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Palmdale Water District that:

The Debt Management Policy, as provided in Exhibit A, is approved effective February 22, 2017.

WE THE UNDERSIGNED, do hereby certify that the above and foregoing resolution was duly and regularly adopted and passed by the Board of Directors of the Palmdale Water District at a regular meeting duly held on the 22nd day of February 2017, by the following vote:

AYES: President Alvarado, Director Dino, Director Henriquez, Director Estes, Director Mac Laren

NOES: None

ABSTAIN: None

ABSENT: None

President of the Board

ATTEST:

Secretary of the Board

APPROVED AS TO FORM:

General Counsel
ALESHIRE & WYNDER, LLP

EXHIBIT "A"

PALMDALE WATER DISTRICT
DEBT MANAGEMENT POLICY
February 22, 2017

POLICY STATEMENT

This policy documents the goals of the Palmdale Water District ("District") for the use of debt instruments and provides guidelines for the use of debt for financing District water infrastructure and project needs. The District's overriding goal in issuing debt is to respond to and provide for its infrastructure, capital project and other financing needs while ensuring that debt is issued and managed prudently in order to maintain a sound fiscal position and protect credit quality. The District issues debt instruments, administers District held debt proceeds and makes debt service payments, acting with prudence, diligence and attention to prevailing economic conditions.

The District will pay for all infrastructure, projects, and other financing needs from a combination of current revenues, available reserves, if any, and prudently issued debt. The District believes that debt can provide an equitable means of financing projects for its customers and provide access to new capital needed for infrastructure and project needs. Debt will be used to meet financing needs (i) if it meets the goals of equitable treatment of all customers, both current and future; (ii) if it is the most cost-effective means available; (iii) if it is fiscally prudent, responsible, and diligent under the prevailing economic conditions; and (iv) if there are other important policy reasons therefor. The District will not issue debt without the approval of the Board of Directors ("Board").

Purpose and Use of Debt

The District will utilize reasonable debt financing as an acceptable and appropriate approach to fund long-term improvements and thus ensure that existing and future users pay their fair share. Long-term improvements include the acquisition of land, facilities, infrastructure, and supplies of water; and enhancements or enlargements to existing capacity and facilities for obtaining, importing, transporting and delivering additional quantities of water. These improvements are typically included in the District's, Capital Improvement Budget and Water Master Plan. Bond proceeds can be issued to fund the planning, design, land acquisition, construction, attached fixtures or equipment and moveable pieces of equipment, or other costs as permitted by law.

Purpose of Policy

The purpose of this debt management policy is to:

- Establish parameters for issuing debt
- Provide guidance to decision makers:
    - With respect to all options available to finance infrastructure, capital projects, and other financing needs
    - So that the most prudent, equitable and cost effective method of financing can be chosen
- Document the objectives to be achieved both prior to issuance and subsequent to issuance
- Promote objectivity in the decision-making process
- Facilitate the financing process by establishing important policy decisions in advance

The District will adhere to the following legal requirements for the issuance of public debt:

- The state law which authorizes the issuance of the debt
- The federal and state laws which govern the eligibility of the debt for tax-exempt status

- The federal and state laws which govern the issuance of taxable debt
- The federal and state laws which govern disclosure, sale, and trading of the debt both before and subsequent to issuance

Types of Debt

Revenue Bonds, Notes, Certificates of Participation, special tax or special assessment bonds, capital leases, commercial paper, bank loans, direct placements and lease-purchase financings will be treated as debt and subject to these same policies.

I. GENERAL PROVISIONS

The District will provide for a periodic review of its financial performance and review its performance relative to the financial policies outlined herein. These financial policies will be taken into account during the capital planning, budgeting, and rate setting processes. Necessary appropriations for annual debt service requirements will be routinely included in the District's annual budget. The District will maintain proactive communication with the investment community, including rating agencies, credit enhancers and investors, to ensure future capital market access at the lowest possible interest rates.

The District's Debt Management Policy, the Reserve Policy, and the Investment Policy are integrated into the decision-making framework utilized in the budgeting and capital improvement planning process. As such, the following principles outline the District's approach to debt management:

- The District will issue debt only in the case where there is an identified source of repayment. Debt will be issued to the extent that (i) projected existing revenues are sufficient to pay for the proposed debt service together with all existing debt service covered by such existing revenues, or (ii) additional projected revenues have been identified as a source of repayment in an amount sufficient to pay for the proposed debt.
- The District will not issue debt to cover operating needs, unless specifically approved by the Board.
- Debt issuance for a capital project will not be considered unless such project has been incorporated into the District's adopted Capital Improvement Budget or as otherwise approved by the Board.
- Each proposal to issue debt will be accompanied by an analysis that demonstrates conformity to this Policy. This analysis will address the purpose for which the debt is issued and the proposed debt structure.

II. CONDITIONS FOR DEBT ISSUANCE

The following guidelines formally establish parameters for evaluating, issuing, and managing the District's debt. The guidelines outlined below are not intended to serve as a list of rules to be applied to the District's debt issuance process, but rather to serve as a set of practices to promote prudent financial management.

In issuing debt, the District's objectives will be to:

- Achieve the lowest cost of capital
- Ensure ratepayer equity
- Maintain the adopted credit rating strategy, or a more effective credit rating strategy, and access to credit enhancement
- Preserve financial flexibility

Standards for Use of Debt Financing

When appropriate, the District will use long-term debt financing to achieve an equitable allocation of capital costs/charges between current and future system users, to provide more manageable rates in the near and medium term and to minimize rate volatility. The District shall not construct or acquire a facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility throughout its expected life. Capital projects financed through debt issuance will not be financed for a term longer than the expected useful life of the project.

Debt Capacity

There is no specific provision within the California Government Code that limits the amount of debt that may be issued by the District. The District's future borrowing capability is limited by the debt coverage ratio and additional debt limitations required by the existing bond covenants.

Financing Criteria

Each debt issuance should be evaluated on an individual basis within the context of the District's overall financing objectives and current market conditions. The District will evaluate alternative debt structures (and timing considerations) to ensure the most cost-efficient financing under prevailing market conditions.

Credit Enhancement – The District will consider the use of credit enhancement on a case-by-case basis. Only when clearly demonstrable savings can be realized shall credit enhancement be utilized.

Cash-Funded Reserve vs. Surety – If the issuance of debt requires a cash-funded debt service reserve fund, the District may purchase a surety policy or replace an existing cash-funded debt service reserve fund when deemed prudent and advantageous. The District may permit the use of guaranteed investment agreements for the investment of reserve funds pledged to the repayment of any of its debt when it is approved by the Board.

Call Provisions – In general, the District's securities should include optional call provisions. The District will avoid the sale of non-callable, long-term fixed rate bonds, absent careful evaluation of the value of the call option.

Additional Bonds Test/Rate Covenants – The amount and timing of debt will be planned to comply with the additional bonds tests and rate covenants outlined in the appropriate legal and financing documents, and this policy.

Short-Term Debt – The District may utilize short-term borrowing to serve as a bridge for anticipated revenues, construction financing or future bonding capacity.

Variable Rate Debt – Variable rate debt products are rolling series of short-term investments that are resold periodically and are therefore priced at the short-end of the yield curve at low interest rates. If an issuer accepts the risks inherent in variable interest rates, the issuer can take advantage of some of the lowest rates available on the market. Variable rate debt may be appropriate for the District's portfolio, especially in an environment where increased interest earnings on invested funds offset the increased cost of variable rate debt. Variable rate debt products include variable rate demand obligations, commercial paper, and auction rate securities. The District may consider the use of variable rate debt products to achieve a lower cost of borrowing or for short-term

borrowing. In determining whether or not to use variable rate debt, the District will analyze the risks associated with the variable rate debt products, including derivative products.

Use of Variable Rate Debt – The District may consider the use of variable rate debt products to achieve a lower cost of borrowing or for short-term borrowing. In determining whether or not to use variable rate debt, the District will analyze, among other things, the risk associated with the variable rate debt and the impact on the District's overall portfolio. Before issuing variable rate debt, the District will analyze its cash position; the District will not issue variable rate debt in an amount that exceeds 115% of its unrestricted cash position at the time of issuance of any variable rate debt.

Investment of Bond Proceeds - Bond proceeds will be invested in accordance with the permitted investment language outlined in the bond documents for each transaction. The District will seek to maximize investment earnings within the investment parameters set forth in the respective debt financing documentation. The reinvestment of bond proceeds will be incorporated into the evaluation of each financing decision; specifically addressing arbitrage/rebate position, and evaluating alternative debt structures and refunding savings on a "net" debt service basis, where appropriate.

Refinancing Outstanding Debt

The Finance Manager/Chief Financial Officer ("FM/CFO") shall have the responsibility to evaluate potential refunding opportunities. The District will consider the following issues when analyzing potential refinancing opportunities:

Debt Service Savings – The District shall establish a target savings level greater of or equal to 5% of the par of debt refunded on a net present value (NPV) basis (after payment of all costs associated with the issuance). This figure will serve only as a guideline and the District may determine that a different savings target is appropriate; the District shall evaluate each refunding opportunity on a case-by-case basis. In addition to the savings guideline, the following shall be taken into consideration:

- Remaining time to maturity
- Size of the issue
- Current interest rate environment
- Annual cash flow savings
- The value of the call option
- Revision of restrictive or onerous covenants
- Other factors that may be applicable

Restructuring – The District may seek to refinance a bond issue on a non-economic basis, in order to restructure debt, to mitigate irregular debt service payments, accommodate revenue shortfalls, to achieve a proper matching of debt service with revenues, release reserve funds, or comply with and/or eliminate rate/bond covenants.

Term/Final Maturity – The District may consider the extension of the final maturity of the refunding bonds in order to achieve a necessary outcome, provided that such extension is legal. The term of the debt should not extend beyond the reasonably expected useful life of the asset being financed. The District may also consider shortening the final maturity of the bonds. The remaining useful life of the assets and the concept of inter-generational equity will guide these decisions.

Defeasance – Defeasance is when a debt financing is refinanced or paid off through an escrow where certain authorized investments and cash are deposited to pay the redemption price, principal and interest until such time the debt is fully redeemed. On the date when proceeds are deposited into the escrow, the debt will no longer be deemed outstanding and is defeased.

There are two types of defeasances: legal and economic. A legal defeasance ends all of the rights and interest of the debt holders provided under the governing documents, including the pledge of revenues or other security interest. An economic defeasance does not end the rights and interest of the debt holders until such debt is fully redeemed.

When evaluating an economic versus legal defeasance, the District shall take into consideration both the financial impact on a net present value basis as well as the rating/credit impact. The District shall take all necessary steps to optimize the yield on its refunding escrows investments and avoid negative arbitrage.

Outstanding Debt Limitations

Prior to issuance of new debt, the District shall consider and review the latest credit rating reports and guidelines to ensure the District's credit ratings and financial flexibility remain at levels consistent with the most highly rated comparable public agencies.

Method of Issuance

The District will determine, on a case-by-case basis, whether to sell its bonds competitively or through negotiation.

Competitive Sale – In a competitive sale, the District's debt shall be awarded to the bidder providing the lowest true interest cost ("TIC"), as long as the bid adheres to the requirements set forth in the official notice of sale.

Negotiated Sale – The District recognizes that some bond issues are best sold through negotiation with a selected underwriter or team of underwriters. The District has identified the following circumstances below in which this would likely be the case:

- Issuance of variable rate or taxable bonds
- Complex structures or credit considerations (such as non-rated bonds), which require a strong pre-marketing effort. Significant par value, which may limit the number of potential bidders, unique/proprietary financing mechanism (such as a financing pool), or specialized knowledge of financing mechanism or process
- Market volatility, such that the District would be better served by flexibility in the timing of its sale, such as in the case of a refunding issue wherein the savings target is sensitive to interest rate fluctuations, or in a changing interest rate environment
- When an underwriter has identified new financing opportunities or presented alternative structures that financially benefit the District
- As a result of an underwriter's familiarity with the project/financing, that enables the District to take advantage of efficiency and timing considerations

Private Placement – From time to time the District may elect to issue debt on a private placement basis. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or if it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

Market Communication, Debt Administration and Reporting Requirements

Responsibilities – For purposes of this policy the General Manager/CEO delegates responsibility to the FM/CFO or his/her successor in position and in title.

Rating Agencies – The FM/CFO shall be responsible for maintaining the District's relationships with Standard & Poor's Ratings Services, Fitch Ratings, and Moody's Investors Service, as appropriate. The District shall, from time to time, deal with one, two or all of these agencies as circumstances dictate. In addition to general communication, the FM/CFO shall (1) meet, (either in person or via phone) with credit analysts at least annually, and (2) prior to each competitive or negotiated sale, offer conference calls or meeting(s) with rating analysts in connection with the planned sale.

Observance of Debt Covenants – The FM/CFO will periodically ensure that the District is in compliance with all legal covenants for each debt issue.

Continuing Disclosure – The FM/CFO will comply for all debt issued with Rule 15c2-12(b)(5) by required filing as covenanted in each debt issue's Continuing Disclosure Agreement. The FM/CFO will maintain a calendar with the reporting deadlines and procedures for dissemination of annual reports and notices.

Record Keeping – A copy of all debt-related records shall be retained at the District's offices or in an approved storage facility. At minimum, these records shall include all official statements, bid documents, bond documents/transcripts, resolutions, trustee statements, leases, and title reports for each financing (to the extent available). To the extent possible, the District shall retain an electronic copy of each document, preferably in PDF or CD-ROM format.

Arbitrage Rebate – The District will comply with the administratively adopted policies and procedures regarding tax-exempt financings and tax-exempt financed property, as well as the tax and arbitrage certifications associated with each issue.

Internal Controls for Use of Proceeds – FM/CFO will ensure that the proceeds of debt issuances are used in accordance with the intended uses.

Policy Review – This policy should be reviewed on a biennial basis by the Finance Committee and adopted by the Board.

POLICY REVISION DATES

02/22/2017 *Adoption of New Policy*

APPENDIX L

CALIFORNIA ENVIRONMENTAL QUALITY ACT
ENVIRONMENTAL REVIEW GUIDELINES

FOR

PALMDALE WATER DISTRICT

APPENDIX L

Resolution No. 22-6

A Resolution of the Board of Directors of the Palmdale Water District Adopting the State CEQA Guidelines for Implementing the California Environmental Quality Act (California Code of Regulations, Title 14, Chapter 3) and Adopting the Environmental Review Procedures

WEBSITES:

Palmdale Water Website:
California Environmental Quality Act (CEQA) Information and Filings - Palmdale Water District

California Environmental Quality Act:
https://opr.ca.gov/ceqa/

CEQAnet Web Portal:
https://ceqanet.opr.ca.gov/

RESOLUTION NO. 22-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING THE STATE CEQA GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CALIFORNIA CODE OF REGULATIONS, TITLE 14, CHAPTER 3) AND ADOPTING THE ENVIRONMENTAL REVIEW PROCEDURES

WHEREAS, Section 21082 of the Public Resources Code and Section 15022 of the California Code of Regulations require each California public agency to adopt specific procedures for administering the California Environmental Quality Act; and

WHEREAS, Section 15022 of the California Code of Regulations permits a public agency to adopt the California Code of Regulations, Chapter 3, Guidelines for Implementation of the California Environmental Quality Act, referenced hereinafter as the State CEQA Guidelines through incorporation by reference and to then adopt only the procedures which are necessary to tailor the general provisions of the State CEQA Guidelines to the specific operations of the agency; and

WHEREAS, Palmdale Water District must adopt and subsequently periodically revise its local guidelines for implementing CEQA to make them consistent with the current provisions and interpretations of CEQA; and

WHEREAS, the adoption of the State CEQA Guidelines for the Implementation of the California Environmental Quality Act (California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq.), as currently amended, would ensure the District's policy is in compliance with the most current version and interpretation of the law.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq.), as currently amended, are hereby adopted and are incorporated by reference as Appendix L of Palmdale Water District's Rules and Regulations.

2. To the extent applicable in connection with the construction of any Facilities or Project-related activities, the District shall fully comply with all CEQA requirements in reviewing and approving such Facilities or activities as a component of the Project.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 28th day of March, 2022, by the following vote:

AYES: President Dizmang, Directors Dino, Wilson, Mac Laren-Gomez
NOES: None.
ABSENT: None.
ABSTAIN: None.

Gloria A. Dizmang
President, Board of Directors

ATTEST:
Kathy MacLaren-Gomez
Secretary, Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, LLP, General Counsel

APPENDIX M

PROCUREMENT AND PURCHASING POLICY

PALMDALE WATER DISTRICT
RESOLUTION NO. 24-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING STAFF TO USE CONSTRUCTION MANAGER AT RISK (CMAR) AS AN ALTERNATIVE PROJECT DELIVERY METHOD FOR SOLICITING PROPOSALS FOR CERTAIN CONSTRUCTION PROJECTS AND AMENDING APPENDIX M – BID PROCUREMENT AND PURCHASING POLICY OF THE PALMDALE WATER DISTRICT'S RULES AND REGULATIONS TO INCLUDE THE SAME

WHEREAS, the Palmdale Water District (the "District") is authorized to retain designers and contractors for various public works projects, and follows the Public Contracting Code for its bid procurement process for such projects; and

WHEREAS, recent laws such as the passage of SB 991 authorize public agencies such as the District to use progressive design-build delivery for its water and wastewater projects; and

WHEREAS, similar to the progressive design-build delivery method, construction Manager At Risk ("CMAR") has become a more widely used alternative project delivery method as public agencies look to complete projects on schedule and budget and reduce the risk to the agency; and

WHEREAS, many public agencies successfully utilize the procurement method and find the early involvement of the CMAR entity during the design phase especially beneficial for projects that require multiple phases of construction; and

WHEREAS, the Board of Directors of the District desire to specifically authorize the use of the CMAR delivery method when District staff determines that it is in the best interest of the District to select a CMAR entity early in the process to provide constructability input during design and ultimately procure and manage the construction trade contractors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1. The Board of Directors of the District does hereby authorize the District to designate the construction management at risk ("CMAR") project delivery method as an alternative method for capital improvement project delivery and directs staff to modify Appendix M – Bid Procurement and Purchasing Policy of the Palmdale Water District's Rules and Regulations (attached hereto as Exhibit A).

Section 2. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

Section 3. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED this 25th day of November, 2024 by the Board of Directors, the governing body of the Palmdale Water District.

PALMDALE WATER DISTRICT

KATHY MAC LAREN-GOMEZ, President

ATTEST:

VINCENT DINO, Secretary

APPROVED AS TO FORM:

By: _____

PAM K. LEE, General Counsel

E X H I B I T "A"

APPENDIX M

BID PROCUREMENT AND PURCHASING POLICY

BID PROCUREMENT AND PURCHASING POLICY

I. Statement of Policy

This statement of policy establishes the guideline for purchasing approval and letting contracts for the performance of work for the District or the acquisition of materials or equipment. It is the policy of the District to ensure the maximum use of fair and open competition to obtain goods and services for operation at the lowest possible overall cost. However, notwithstanding this statement, all contracts for work and for acquisition of materials and equipment, may be made or entered into upon such terms and conditions and in such manner as the Board may determine is in the best interest of the District.

II. Principles

A. The following apply to all purchases made by the District, unless otherwise exempted as set forth herein:

1. No purchase will be approved or undertaken unless it has been budgeted for, either through the adopted annual budget or Board approval of additional appropriations. It is the responsibility of the Department Manager to maintain control of their departmental budgets.

2. Emergency: The determination of the existence of an emergency condition shall be at the direction of the General Manager or his designated representative. In the event of an emergency, the General Manager or his designated representative may negotiate and award contracts for construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency as outlined in Section 4.03.3(b) of the District's Rules and Regulations. The General Manager shall report to the Board of Directors at its next meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

3. All purchases shall be of the quality deemed necessary to meet District standards.

4. Competitive offer requirements are set out in subsequent sections of this policy and are established based on type of purchase and/or established dollar limits.

5. A purchase, including capital projects, shall not be split to avoid required procedures or established dollar limits.

6. No purchase shall be made without authorized requisition, Purchase Order (PO), contract or agreement unless exempted in these guidelines. The following purchases are exempt from these procedures:

i. Utilities

ii. Insurance premiums

iii. Membership renewals and subscriptions

iv. Postage and mailing services

v. Certain employee expense reimbursements

vi. Tuition reimbursements

vii. Conferences, seminars, and training expenses

viii. Travel expenses

ix. In emergency situations where time is of the essence

7. Authorized requisition process and approval rules are detailed in the District's Requisition/PO procedures. Any changes or modifications to the procedures must be approved by the General Manager.

8. No District employee or Board member shall have a direct or indirect financial interest in any contract or purchase of goods or services entered into by the District, or shall derive any personal benefit that violates California law as a result of the District's purchase of goods and services.

9. Any District employee or Board member failing to follow the procurement policy and procedures may incur personal liability or financial obligation to the vendor.

B. Exceptions to Competitive Offer Requirements

As applicable in Section III through V, the informal offers and the formal bidding process may be bypassed with General Manager approval in the following instances:

1. In emergency situations where time is of the essence, pursuant to the principles in Section II(A)(2).

2. Where a single source of sole source purchase is justified.

3. When there exist other governmental contracts that were competitively bid within the last year that the District is eligible to use and would result in a lower price to the District.

4. When an item has been previously bid and the price has not changed by more than three percent (3%).

5. When it is not possible, practical, or cost effective to continue soliciting offers to meet minimum of three (3) bids provided that staff will use its best efforts to obtain competitive offers.

III. General Supplies, Materials and Equipment

General supplies, materials and equipment shall consist of any and all tangible items necessary for day-to-day operations, excluding goods purchased as part of a Construction Contract or Professional Agreement (Section IV). These purchases are included in the annual budget. All purchases must be approved through the District's Requisition/PO process unless otherwise specified.

A. General Purchase $\leq$ $10,000 – Purchases of $10,000 or less do not require competitive offers. Use of a Request for Quote (RFQ) or Request for Proposal (RFP) is encouraged when appropriate but not required.

B. General Purchase > $10,000 to $50,000 – Purchases between $10,000 and $50,000 must be approved by the Finance Manager or Assistant General Manager. The Department Manager should make a reasonable attempt to obtain at least two written quotes. The use of RFQ or RFP is strongly encouraged but not required.

C. General Purchase between $50,001 and $100,000 – Purchases between $50,001 and $100,000 must be approved by the General Manager. Where practical, formal bidding should be used to assure that the District is getting the best value. The Department Manager shall evaluate the quotes/proposals (formal or informal) received and determine the best value.

D. General Purchase over $100,001 – Purchases above $100,001 shall be formally bid when practical. The formal process generally takes more time and expense than informal quotes. In some instances, it may not be the most cost-effective approach. Exceptions to the formal bid process are considered on a case by case basis.

IV. Construction Contract and Professional Agreement

A. Work Cost More Than $50,000

1. Except as otherwise provided in this statement of policy, all contracts for any improvement, job, construction project or unit of work (herein referred to as work), and all acquisitions of material or equipment, estimated to cost or to have a value when completed in excess of Fifty Thousand Dollars ($50,000) shall be competitively bid and awarded to the lowest responsible bidder in the manner hereinafter provided.

2. The Contract documents shall be prepared utilizing the District's standard forms with such modification as may be appropriate for the particular work or unit of work, or the acquisition of materials or equipment. The documents to be prepared shall ordinarily include the Notice Inviting Bids, Instructions to Bidders, the Proposal for submission by the bidder, the Information Required of Bidder, setting forth the equipment and material source and other required information, Contractor's Licensing Statement, List of Subcontractors, Bid Security Form, Agreement, Faithful Performance Bond, Payment Bond, Non-Collusion Affidavit, Notice to Proceed, General Provisions, Special Provisions, and Plans and Specifications.

3. Unless otherwise required by the provisions of the Public Contract Code, the District may advertise either electronically via a web base bidding service or in printed publications,

for inviting proposals for furnishing labor for or materials or supplies for use or incorporation in, the proposed work or unit of work, or for providing materials or equipment. To the extent applicable to a specific work or acquisition, the notice calling for bids shall contain the information specified in Section 20564 of the Public Contract Code. In the event that the construction of works is to be paid for with the proceeds of the sale of bonds or a limited assessment, the District shall give said notice by publication once a week for three (3) successive weeks in a newspaper of general circulation published in the District as specified in Section 20563 of the Public Contracts Code.

4. All bids shall be presented on forms furnished by the District either electronically or sealed bid, and it shall be accompanied by one of the following forms of bidder's security: (1) cash, (2) a cashier's check made payable to the District, (3) a certified check made payable to the District, or (4) a bidder's bond executed by an admitted surety insurer made payable to the District.

5. At the time, place appointed, and set forth in the Notice Inviting Bids, the bids shall be available either on the bidding service website or opened in public.

6. The District shall assign a five (5) percent contract bid reduction to a bidder which is a "Local Contractor or Vendor" as defined in (13)(i).

7. The Board may reject any and all proposals or bids should it deem it to be for the public good, or may award the contract for the work or unit of work, or materials or equipment, to the lowest responsible bidder at the prices named or specified in the bid or proposal subject however to Paragraph 8.

8. Once all bids have been opened or received electronically through a web-based bidding service, the bids of those bidders which are "Local Contractors or Vendor" shall be reduced by five percent (5%) for purposes of determining the lowest responsible bidder. If the bid of a Local Contractor or Vendor, after applying the contract bid reduction provided for in Paragraph 6, is then the lowest responsible bid, that Local Contractor or Vendor shall be

awarded the contract at the amount of its bid without regard to any contract bid reduction, subject to the remaining provisions of this policy.

9. The District or its agents may refuse to award a contract under Paragraph 8 to a Local Contractor or Vendor if it makes a determination that the products purchased or work provided by a bidder cannot be provided within a timely manner for the performance of the contract or a determination the Local Contractor or Vendor cannot meet specified quality performance standards or experience requirements.

10. If any federal or state statute or regulation precludes the granting of federal or state assistance or reduces the amount of that assistance for a particular public works project because of a preference awarded according to the terms of this policy, this policy shall not apply insofar as its application would preclude or reduce federal or state assistance for that work.

11. In the case of work to be performed for the District, the District shall require the successful bidder or bidders to file with the Board good and sufficient bonds, to be approved by the Board, conditioned upon the faithful performance of the contract and upon payment of all claims for labor and materials in connection therewith.

12. In the case of work to be performed from the District, the District shall require the successful bidder or bidders to carry public liability and property damage insurance, workers' compensation insurance, and other insurance, in the amounts and under the terms stipulated in the Contract documents.

13. The following terms shall have the following meanings:

i) "Local Contractor or Vendor" means a contractor or vendor whose principal place of business as reflected in official records is located in the area shown on the Local Contractor and Vendor Boundary Map attached hereto. Those claiming to be Local Contractors and Vendors shall submit proof of their principal place of business with their bid.

ii) "Lowest Responsible Bidder" shall mean a person who submits the lowest monetary bid, taking into account the contract bid reduction provided for in paragraph g, and which responds to the terms upon which bids were requested, and who has the capacity, integrity, and ability to perform the particular requirements of the contract. Factors which may be considered in determining the "lowest responsible bidder" include, but are not limited to, all of the following:

a) The contractor's prior record of performance on other public works projects, if any. including timely completion of performance, quality of work, and completion of projects within project budget or bid amount submitted.

b) The contractor's involvement in any ·ongoing litigation or contract disputes with the awarding authority which could impair satisfactory performance on the contract to be awarded.

c) The contractor's history of noncompliance with occupational safety and health requirements, labor statutes and regulations, and other local, state, and federal laws.

B. <u>Work or Acquisitions Costing More Than $10,000, But Not More than $50,000</u>

All contracts for any work or unit of work, and all acquisitions of materials or equipment, having been submitted either by informal or formal bids in accordance with this statement of policy and having a value in excess of Ten Thousand Dollars ($10,000), but not more than Fifty Thousand Dollars ($50,000), shall be reviewed and recommended by a Committee of the Board, and the Board shall concur by majority vote. In the event no formal competitive bids are solicited, the Board may also give local contractors and vendors a preference.

C. <u>Work or Acquisitions Costing Less Than $10,000</u>

All contracts for any work or unit of work, and all acquisitions of materials or equipment, estimated to cost or to have a value when completed that is less than Ten Thousand Dollars ($10,000), may be authorized by the District's General Manager without compliance with any formal competitive

bidding procedure or prior Board approval, and in any such case he may authorize the work or unit of work or acquire the materials or equipment, by informal bidding or quotations or by purchase on the open market without advertising. The District's General Manager may give local contractors and vendors a preference.

D. Change Order Policy

All change orders occurring during the performance of a contract shall be reported to the Board. Change order amounts which are less than ten percent (10%) of the original contract amount up to a maximum amount of Fifty Thousand Dollars ($50,000) may be authorized by the District's General Manager; however, change order amounts greater than Fifty Thousand Dollars ($50,000) or greater than ten percent (10%) of the original contract amount shall be approved by the appropriate committee or full Board of Directors.

V. Electronic Bidding

A. Notwithstanding any contrary provision in Appendix M, the use of electronic media is authorized for any formal and informal bidding process pursuant to Appendix M, including without limitation submission, identification, opening and reporting of bids electronically ("electronic bidding"; "E-Bid"), provided that it be in accordance with state law. Electronic bidding shall include measures as the District deems appropriate for security of the bidding, approval and award processes and accurate retrieval or conversion of electronic information into a medium which permits inspection and copying. All electronic bids shall be submitted in a manner set forth in the Notice Inviting Bids and/or the bid instructions.

B. The District may, in its sole discretion, require electronic bidding for any informal and formal bids authorized under Appendix M. If the District elects to use electronic bidding, then all bids must be submitted electronically consistent with the Notice Inviting Bids and/or bid instructions. If electronic bidding is not selected, then no bids may be submitted electronically and will be submitted sealed bid at a date, time and place.

VI. Exceptions to Statement of Policy

The policy specified in this statement shall not apply in the following cases or circumstances:

(1) A contract for the acquisition or disposal of any real property.

(2) A contract for the leasing of any personal property or the acquisition of personal property other than materials and equipment for use in construction activities.

(3) A contract for the purchase of water or water rights.

(4) A contract for the repair of District equipment.

(5) A contract for legal, engineering and other professional services.

(6) The repair, alteration, addition, or the making of improvements, by force account.

(7) Work related to and in furtherance of the purposes of the District, or materials or equipment acquired for such purposes, where such work is to be performed or such materials or equipment are to be acquired, for the account of other persons or entities. , An example of such work is construction of a water pipeline for a developer and done at the developer's expense.

(8) A contract for the performance of work or acquisition of materials in instances where work and materials are regularly and periodically required and work and materials for the repair or replacement of prior works or materials relating to the following:

a)	Asphalt and concrete patching;	i)	Online analyzers
b)	Janitorial supplies;	j)	Treatment chemicals
c)	Office supplies;	k)	Laboratory supplies and testing equipment
d)	Aggregate (sand, base and similar materials);	l)	Landscape services
e)	Cold mix asphalt;	m)	Janitorial services
f)	Data mailers;	n)	Printing services
g)	Water meters;	o)	Answering services
h)	Pumps and Motors	p)	Pest control services

(9) A contract for the performance of work deemed by the Board to best be utilized under the construction management at risk (CMAR) alternative project delivery method. CMAR delivery method may be used when staff recommends to the Board that it is in the best interest of the District to select a CMAR entity early in the process to provide constructability input during design and ultimately procure and manage the construction trade contractors.

BID PROCUREMENT POLICY APPROVED AND ADOPTED AT A REGULAR BOARD MEETING OF THE PALMDALE WATER DISTRICT BOARD OF DIRECTORS HELD APRIL 19, 1990

Revised 1-14-92
Revised 9-15-92
Revised 4-25-94
Revised 11-10-97
Revised 2-24-20
Revised 10-12-20
Revised 11-25-24

RESOLUTION NO. 20-15
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO APPENDIX M, BID PROCUREMENT AND CHANGE ORDER POLICY, OF THE PALMDALE WATER DISTRICT'S RULES AND REGULATIONS

WHEREAS, Appendix M, Bid Procurement and Change Order Policy, of the Palmdale Water District's Rules and Regulations establishes the manner of calling for bids and letting contracts for the performance of work for the District or the acquisition of materials or equipment; and

WHEREAS, pursuant to Appendix M, the General Manager shall have the authority to authorize all contracts for any work or unit of work and all acquisitions of materials or equipment estimated to cost or to have a value when completed of less than $10,000.00; and

WHEREAS, in accordance with said December 2019 CCI as reported by the ENR and as stated in said Appendix M, the appropriate Board Committee shall have the authority to authorize all contracts for any work or unit of work and all acquisitions of materials or equipment having been submitted by either informal or formal bids estimated to cost or to have a value when completed of more than $10,000.00, but no more than $50,000.00; and

WHEREAS, the Palmdale Water District ("District") desires to update Appendix M, the Bid Procurement and Change Order Policy, of the District's Rules and Regulations to update approval limit comparable to other water agencies and current Construction Cost Index (CCI) as reported by the Engineering News Record (ENR) by the percentage increase of the indexes from December 1990 and December 2019; and

WHEREAS, the District also desires to clarify the delegation of authority regarding requisitions and invoice approval for work and acquisition of materials or equipment budgeted in the annual budget process and change the policy's name to Procurement and Purchasing Policy to reflect this addition.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Notwithstanding any contrary provision in Article 17 of the Palmdale Water District's Rules and Regulations, approval authorities are updated and added to Appendix M, as set forth in Exhibit "A" to this Resolution.

SECTION 2. The District shall rename said Appendix M to Procurement and Purchasing Policy.

SECTION 3. Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

SECTION 4. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 5. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED on this 12th day of October 2020 by the Board of Directors of the Palmdale Water District.

Vincent Dino, President
Board of Directors
Palmdale Water District

Don Wilson, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
Eric Dunn, District General Counsel

EXHIBIT "A"

APPENDIX M

PROCUREMENT AND PURCHASING POLICY

PROCUREMENT AND PURCHASING POLICY

I. Statement of Policy

This statement of policy establishes the guideline for purchasing approval and letting contracts for the performance of work for the District or the acquisition of materials or equipment. It is the policy of the District to ensure the maximum use of fair and open competition to obtain goods and services for operation at the lowest possible overall cost. However, notwithstanding this statement, all contracts for work and for acquisition of materials and equipment, may be made or entered into upon such terms and conditions and in such manner as the Board may determine is in the best interest of the District.

II. Principles

A. The following apply to all purchases made by the District, unless otherwise exempted as set forth herein:

1. No purchase will be approved or undertaken unless it has been budgeted for, either through the adopted annual budget or Board approval of additional appropriations. It is the responsibility of the Department Manager to maintain control of their departmental budgets.

2. Emergency: The determination of the existence of an emergency condition shall be at the direction of the General Manager or his designated representative. In the event of an emergency, the General Manager or his designated representative may negotiate and award contracts for construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency as outlined in Section 4.03.3(b) of the District's Rules and Regulations. The General Manager shall report to the Board of Directors, at its next meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

3. All purchases shall be of the quality deemed necessary to meet District standards.

4. Competitive offer requirements are set out in subsequent sections of this policy and are established based on type of purchase and/or established dollar limits.

5. A purchase, including capital projects, shall not be split to avoid required procedures or established dollar limits.

6. No purchase shall be made without authorized requisition, Purchase Order (PO), contract or agreement unless exempted in these guidelines. The following purchases are exempt from these procedures:

i. Utilities

ii. Insurance premiums

iii. Membership renewals and subscriptions

iv. Postage and mailing services

v. Certain employee expense reimbursements

vi. Tuition reimbursements

vii. Conferences, seminars, and training expenses

viii. Travel expenses

ix. In emergency situations where time is of the essence

7. Authorized requisition process and approval rules are detailed in the District's Requisition/PO procedures. Any changes or modifications to the procedures must be approved by the General Manager.

8. No District employee or Board member shall have a direct or indirect financial interest in any contract or purchase of goods or services entered into by the District, or shall derive any personal benefit that violates California law as a result of the District's purchase of goods and services.

9. Any District employee or Board member failing to follow the procurement policy and procedures may incur personal liability or financial obligation to the vendor.

B. Exceptions to Competitive Offer Requirements

As applicable in Section III through V, the informal offers and the formal bidding process may be bypassed with General Manager approval in the following instances:

1. In emergency situations where time is of the essence, pursuant to the principles in Section II(A)(2).

2. Where a single source of sole source purchase is justified.

3. When there exist other governmental contracts that were competitively bid within the last year that the District is eligible to use and would result in a lower price to the District.

4. When an item has been previously bid and the price has not changed by more than three percent (3%).

5. When it is not possible, practical, or cost effective to continue soliciting offers to meet minimum of three (3) bids provided that staff will use its best efforts to obtain competitive offers.

III. General Supplies, Materials and Equipment

General supplies, materials and equipment shall consist of any and all tangible items necessary for day-to-day operations, excluding goods purchased as part of a Construction Contract or Professional Agreement (Section IV). These purchases are included in the annual budget. All purchases must be approved through the District's Requisition/PO process unless otherwise specified.

A. General Purchase $\leq$ $10,000 – Purchases of $10,000 or less do not require competitive offers. Use of a Request for Quote (RFQ) or Request for Proposal (RFP) is encouraged when appropriate but not required.

B. General Purchase > $10,000 to $50,000 – Purchases between $10,000 and $50,000 must be approved by the Finance Manager or Assistant General Manager. The Department Manager should make a reasonable attempt to obtain at least two written quotes. The use of RFQ or RFP is strongly encouraged but not required.

C. General Purchase between $50,001 and $100,000 – Purchases between $50,001 and $100,000 must be approved by the General Manager. Where practical, formal bidding should be used to assure that the District is getting the best value. The Department Manager shall evaluate the quotes/proposals (formal or informal) received and determine the best value.

D. General Purchase over $100,001 – Purchases above $100,001 shall be formally bid when practical. The formal process generally takes more time and expense than informal quotes. In some instances, it may not be the most cost-effective approach. Exceptions to the formal bid process are considered on a case by case basis.

IV. Construction Contract and Professional Agreement

A. Work Cost More Than $50,000

1. Except as otherwise provided in this statement of policy, all contracts for any improvement, job, construction project or unit of work (herein referred to as work), and all acquisitions of material or equipment, estimated to cost or to have a value when completed in excess of Fifty Thousand Dollars ($50,000) shall be competitively bid and awarded to the lowest responsible bidder in the manner hereinafter provided.

2. The Contract documents shall be prepared utilizing the District's standard forms with such modification as may be appropriate for the particular work or unit of work, or the acquisition of materials or equipment. The documents to be prepared shall ordinarily include the Notice Inviting Bids, Instructions to Bidders, the Proposal for submission by the bidder, the Information Required of Bidder, setting forth the equipment and material source and other required information, Contractor's Licensing Statement, List of Subcontractors, Bid Security Form, Agreement, Faithful Performance Bond, Payment Bond, Non-Collusion Affidavit, Notice to Proceed, General Provisions, Special Provisions, and Plans and Specifications.

3. Unless otherwise required by the provisions of the Public Contract Code, the District may advertise either electronically via a web base bidding service or in printed publications, for inviting proposals for furnishing labor for or materials or supplies for use or incorporation in, the proposed work or unit of work, or for providing materials or equipment. To the extent applicable to a specific work or acquisition, the notice calling for bids shall contain the information specified in Section 20564 of the Public Contract

Code. In the event that the construction of works is to be paid for with the proceeds of the sale of bonds or a limited assessment, the District shall give said notice by publication once a week for three (3) successive weeks in a newspaper of general circulation published in the District as specified in Section 20563 of the Public Contracts Code.

4. All bids shall be presented on forms furnished by the District either electronically or sealed bid, and it shall be accompanied by one of the following forms of bidder's security: (1) cash, (2) a cashier's check made payable to the District, (3) a certified check made payable to the District, or (4) a bidder's bond executed by an admitted surety insurer made payable to the District.

5. At the time, place appointed, and set forth in the Notice Inviting Bids, the bids shall be available either on the bidding service website or opened in public.

6. The District shall assign a five (5) percent contract bid reduction to a bidder which is a "Local Contractor or Vendor" as defined in (13)(i).

7. The Board may reject any and all proposals or bids should it deem it to be for the public good, or may award the contract for the work or unit of work, or materials or equipment, to the lowest responsible bidder at the prices named or specified in the bid or proposal subject however to Paragraph 8.

8. Once all bids have been opened or received electronically through a web based bidding service, the bids of those bidders which are "Local Contractors or Vendor" shall be reduced by five percent (5%) for purposes of determining the lowest responsible bidder. If the bid of a Local Contractor or Vendor, after applying the contract bid reduction provided for in Paragraph 6, is then the lowest responsible bid, that Local Contractor or Vendor shall be awarded the contract at the amount of its bid without regard to any contract bid reduction, subject to the remaining provisions of this policy.

9. The District or its agents may refuse to award a contract under Paragraph 8 to a Local Contractor or Vendor if it makes a determination that the products purchased or work

provided by a bidder cannot be provided within a timely manner for the performance of the contract or a determination the Local Contractor or Vendor cannot meet specified quality performance standards or experience requirements.

10. If any federal or state statute or regulation precludes the granting of federal or state assistance or reduces the amount of that assistance for a particular public works project because of a preference awarded according to the terms of this policy, this policy shall not apply insofar as its application would preclude or reduce federal or state assistance for that work.

11. In the case of work to be performed for the District, the District shall require the successful bidder or bidders to file with the Board good and sufficient bonds, to be approved by the Board, conditioned upon the faithful performance of the contract and upon payment of all claims for labor and materials in connection therewith.

12. In the case of work to be performed from the District, the District shall require the successful bidder or bidders to carry public liability and property damage insurance, workers' compensation insurance, and other insurance, in the amounts and under the terms stipulated in the Contract documents.

13. The following terms shall have the following meanings:

i) "Local Contractor or Vendor" means a contractor or vendor whose principal place of business as reflected in official records is located in the area shown on the Local Contractor and Vendor Boundary Map attached hereto. Those claiming to be Local Contractors and Vendors shall submit proof of their principal place of business with their bid.

ii) "Lowest Responsible Bidder" shall mean a person who submits the lowest monetary bid, taking into account the contract bid reduction provided for in paragraph g, and which responds to the terms upon which bids were requested, and who has the capacity, integrity, and ability to perform the particular requirements of the contract.

Factors which may be considered in determining the "lowest responsible bidder" include, but are not limited to, all of the following:

a) The contractor's prior record of performance on other public works projects, if any. including timely completion of performance, quality of work, and completion of projects within project budget or bid amount submitted.

b) The contractor's involvement in any ongoing litigation or contract disputes with the awarding authority which could impair satisfactory performance on the contract to be awarded.

c) The contractor's history of noncompliance with occupational safety and health requirements, labor statutes and regulations, and other local, state, and federal laws.

B. Work or Acquisitions Costing More Than $10,000, But Not More than $50,000

All contracts for any work or unit of work, and all acquisitions of materials or equipment, having been submitted either by informal or formal bids in accordance with this statement of policy and having a value in excess of Ten Thousand Dollars ($10,000), but not more than Fifty Thousand Dollars ($50,000), shall be reviewed and recommended by a Committee of the Board, and the Board shall concur by majority vote. In the event no formal competitive bids are solicited, the Board may also give local contractors and vendors a preference.

C. Work or Acquisitions Costing Less Than $10,000

All contracts for any work or unit of work, and all acquisitions of materials or equipment, estimated to cost or to have a value when completed that is less than Ten Thousand Dollars ($10,000), may be authorized by the District's General Manager without compliance with any formal competitive bidding procedure or prior Board approval, and in any such case he may authorize the work or unit of work or acquire the materials or equipment, by informal bidding or quotations or by purchase on the open market without advertising. The District's General Manager may give local contractors and vendors a preference.

D. **Change Order Policy**

All change orders occurring during the performance of a contract shall be reported to the Board. Change order amounts which are less than ten percent (10%) of the original contract amount up to a maximum amount of Fifty Thousand Dollars ($50,000) may be authorized by the District's General Manager; however, change order amounts greater than Fifty Thousand Dollars ($50,000) or greater than ten percent (10%) of the original contract amount shall be approved by the appropriate committee or full Board of Directors.

V. **Electronic Bidding**

A. Notwithstanding any contrary provision in Appendix M, the use of electronic media is authorized for any formal and informal bidding process pursuant to Appendix M, including without limitation submission, identification, opening and reporting of bids electronically ("electronic bidding"; "E-Bid"), provided that it be in accordance with state law. Electronic bidding shall include measures as the District deems appropriate for security of the bidding, approval and award processes and accurate retrieval or conversion of electronic information into a medium which permits inspection and copying. All electronic bids shall be submitted in a manner set forth in the Notice Inviting Bids and/or the bid instructions.

B. The District may, in its sole discretion, require electronic bidding for any informal and formal bids authorized under Appendix M. If the District elects to use electronic bidding, then all bids must be submitted electronically consistent with the Notice Inviting Bids and/or bid instructions. If electronic bidding is not selected, then no bids may be submitted electronically and will be submitted sealed bid at a date, time and place.

VI. **Exceptions to Statement of Policy**

The policy specified in this statement shall not apply in the following cases or circumstances:

(1) A contract for the acquisition or disposal of any real property.

(2) A contract for the leasing of any personal property or the acquisition of personal property other than materials and equipment for use in construction activities.

(3) A contract for the purchase of water or water rights.

(4) A contract for the repair of District equipment.

(5) A contract for legal, engineering and other professional services.

(6) The repair, alteration, addition, or the making of improvements, by force account.

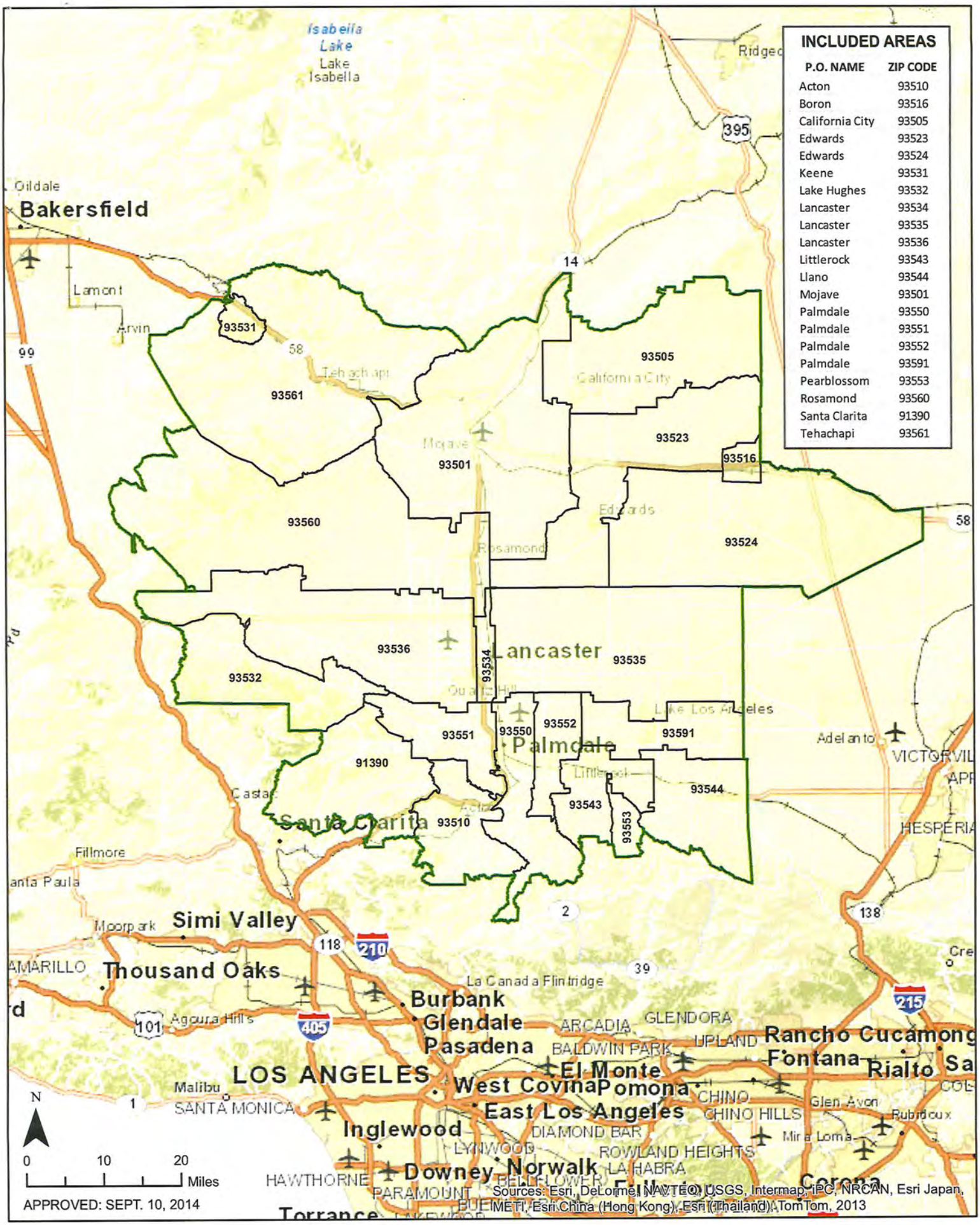
(7) Work related to and in furtherance of the purposes of the District, or materials or equipment acquired for such purposes, where such work is to be performed or such materials or equipment are to be acquired, for the account of other persons or entities. , An example of such work is construction of a water pipeline for a developer and done at the developer's expense.

(8) A contract for the performance of work or acquisition of materials in instances where work and materials are regularly and periodically required and work and materials for the repair or replacement of prior works or materials relating to the following:

a)	Asphalt and concrete patching;	i)	Online analyzers
b)	Janitorial supplies;	j)	Treatment chemicals
c)	Office supplies;	k)	Laboratory supplies and testing equipment
d)	Aggregate (sand, base and similar materials);	l)	Landscape services
e)	Cold mix asphalt;	m)	Janitorial services
f)	Data mailers;	n)	Printing services
g)	Water meters;	o)	Answering services
h)	Pumps and Motors	p)	Pest control services

BID PROCUREMENT POLICY APPROVED AND ADOPTED AT A REGULAR BOARD MEETING OF THE PALMDALE WATER DISTRICT BOARD OF DIRECTORS HELD APRIL 19, 1990

Revised 1-14-92
Revised 9-15-92
Revised 4-25-94
Revised 11-10-97
Revised 2-24-2020
Revised 10-12-2020



PALMDALE WATER DISTRICT RULES AND REGULATIONS APPENDIX "M"

LOCAL CONTRACTOR AND VENDOR BOUNDARY MAP

APPENDIX N

INSTALLATION CHARGES
FOR SINGLE SERVICE CONNECTION

The District offers to customers the option for District staff to install a single service line and meter for new installations. The costs to install a new service can vary due to a variety of factors like the location of the water main in the street right-of-way versus the location of the meter, the width of the street, paved versus unpaved streets (removal and replacement of existing paved surfaces), removal and replacement of existing sidewalks, existing utility crossings, traffic control, and variability of labor and material costs. The District will take a deposit for the installation based on the estimated cost to install the service based on the factors noted above.

METER SIZE	ESTIMATED RANGE OF COSTS	MINIMUM REQUIRED DEPOSIT
¾"	$5,000 to $8,000	$8,000
1"	$6,000 to $8,500	$8,500
1.5"	$7,000 to 9,500	$9,500
2"	$8,000 to $10,000	$10,000

Notes: Estimates are based on 2020 material and labor rates. Subsequent updates to the estimates will modify the costs shown in the table, plus a percentage increase based on the published Construction Cost Index (CCI) from data provided by Engineering-News Record (ENR).

For example, if the new meter of the property is located closer to the water main, in an unpaved street with no sidewalk, the estimated cost could be on the lower portion of the range. However, if the new meter is located on the other side of the street from the water main, the service line requires the removal and replacement of the paved roadway and sidewalk, and the estimated cost would be on the higher range.

The District will bill the new customer the additional amounts for line installations that exceed the required deposit, and these amounts must be paid prior to placing the meter in service.

Effective March 14, 2022

Estimated Cost for Construction of 3/4" Service

Material	Quantity	Cost	Total Price
3/4" Meter	1	$ 110.05	$ 110.05
100W Itron	1	$ 87.22	$ 87.22
3/4" Meter Gasket	2	$ 0.70	$ 1.40
#37 Conc. Meter Box w/ Cover	1	$ 35.17	$ 35.17
6" x 1" D.I. Service Saddle	1	$ 40.65	$ 40.65
1" to 3/4" Dieletric Bushing	1	$ 2.58	$ 2.58
3/4" Type K Copper @($3.88/ft)	60	$ 3.88	$ 232.80
3/4" Customer Ball Shut Off Valve	1	$ 74.86	$ 74.86
3/4" Corp Stop MIPxComp	1	$ 57.11	$ 57.11
3/4" Compression Ball Angle Stop	1	$ 93.46	$ 93.46
A-Base ($14.75/Ton)	2	$ 14.75	$ 29.50
Fill Sand ($8.50/Ton)	1.5	$ 8.50	$ 12.75
Cold Mix ($93.75/Ton)	1	$ 93.75	$ 93.75
U-Cart of Concrete Mix for Meter Box	1	$ 200.00	$ 200.00
Asphalt Patch Repair ($11.00/Sqft)	300	$ 11.00	$ 3,300.00
Labor ($150/Hr/Employee (3 Employees)	8	$ 450.00	$ 3,600.00
			$ 7,971.30

Estimated Cost for Construction of 1" Service

Material	Quantity	Cost	Total Price
1" Meter	1	$ 140.71	$ 140.71
100W Itron	1	$ 87.22	$ 87.22
1" Meter Gasket	2	$ 0.75	$ 1.50
#37 Conc. Meter Box w/ Cover	1	$ 53.28	$ 53.28
6" x 1.5" D.I. Service Saddle	1	$ 42.28	$ 42.28
1.5" to 1" Dieletric Bushing	1	$ 4.26	$ 4.26
1" Type K Copper @($3.88/ft)	60	$ 4.54	$ 272.40
1" Customer Ball Shut Off Valve	1	$ 103.89	$ 103.89
1" Corp Stop MIPxComp	1	$ 77.10	$ 77.10
1" Compression Ball Angle Stop	1	$ 139.84	$ 139.84
A-Base ($14.75/Ton)	2	$ 14.75	$ 29.50
Fill Sand ($8.50/Ton)	1.5	$ 8.50	$ 12.75
Cold Mix ($93.75/Ton)	1	$ 93.75	$ 93.75
U-Cart of Concrete Mix for Meter Box	1	$ 200.00	$ 200.00
Asphalt Patch Repair ($11.00/Sqft)	300	$ 11.00	$ 3,300.00
Labor ($150/Hr/Employee (3 Employees)	8	$ 450.00	$ 3,600.00
			$ 8,158.48

Estimated Cost for Construction of 1.5" Service

Material	Quantity	Cost	Total Price
1.5" Meter	1	$ 323.00	$ 323.00
100W Itron	1	$ 87.22	$ 87.22
1.5" Meter Flanges	2	$ 41.35	$ 82.70
1.5" Meter Gasket	2	$ 0.92	$ 1.84
#66 Conc. Meter Box w/ Cover	1	$ 68.23	$ 68.23
6" x 2" D.I. Service Saddle	1	$ 55.43	$ 55.43
2" to 1" Dieletric Bushing	1	$ 6.18	$ 6.18
1.5" Type K Copper @($3.88/ft)	40	$ 11.81	$ 472.40
Comp. x Comp. Fitting	1	$ 72.21	$ 72.21
1.5" Corp Stop MIPxComp	1	$ 119.62	$ 119.62
1.5" 90 Comp. Elbow	1	$ 103.62	$ 103.62
1.5" Comp. Angle Stop	1	$ 241.76	$ 241.76
Brass Bolts	4	$ 8.16	$ 32.64
Brass Nuts	4	$ 2.88	$ 11.52
A-Base ($14.75/Ton)	2	$ 14.75	$ 29.50
Fill Sand ($8.50/Ton)	1.5	$ 8.50	$ 12.75
Cold Mix ($93.75/Ton)	1	$ 93.75	$ 93.75
U-Cart of Concrete Mix for Meter Box	1	$ 200.00	$ 200.00
Asphalt Patch Repair ($11.00/Sqft)	300	$ 11.00	$ 3,300.00
Labor ($150/Hr/Employee (3 Employees)	8	$ 450.00	$ 3,600.00
			$ 8,914.37

Estimated Cost for Construction of 2" Service

Material	Quantity	Cost	Total Price
2" Meter	1	$ 342.32	$ 342.32
100W Itron	1	$ 87.22	$ 87.22
2" Meter Flanges	2	$ 39.14	$ 78.28
2" Meter Gasket	2	$ 1.00	$ 2.00
#66 Conc. Meter Box w/ Cover	1	$ 68.23	$ 68.23
6" x 2.5" D.I. Service Saddle	1	$ 55.43	$ 55.43
2.5" to 2" Dieletric Bushing	1	$ 10.08	$ 10.08
2" Type K Copper @($3.88/ft)	40	$ 15.94	$ 637.60
Comp. x Comp. Fitting	1	$ 120.65	$ 120.65
2" Corp Stop MIPxComp	1	$ 211.44	$ 211.44
2" 90 Comp. Elbow	1	$ 240.67	$ 240.67
2" Comp. Angle Stop	1	$ 389.28	$ 389.28
Brass Bolts	4	$ 8.16	$ 32.64
Brass Nuts	4	$ 2.88	$ 11.52
A-Base ($14.75/Ton)	2	$ 14.75	$ 29.50
Fill Sand ($8.50/Ton)	1.5	$ 8.50	$ 12.75
Cold Mix ($93.75/Ton)	1	$ 93.75	$ 93.75
U-Cart of Concrete Mix for Meter Box	1	$ 200.00	$ 200.00
Asphalt Patch Repair ($11.00/Sqft)	300	$ 11.00	$ 3,300.00
Labor ($150/Hr/Employee (3 Employees)	8	$ 450.00	$ 3,600.00
			$ 9,523.36

RESOLUTION NO. 22-4
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO APPENDIX N, INSTALLATION CHARGES FOR SINGLE SERVICE CONNECTIONS, OF THE PALMDALE WATER DISTRICT'S RULES AND REGULATIONS

WHEREAS, Appendix N, the Installation Charges for Single Service Connections, was adopted in 2008 via Section 10.05 of the Palmdale Water District's Rules and Regulations; and

WHEREAS, the charges for single service connection have not been updated since 2008; and

WHEREAS, the District desires to update Appendix N, the Installation Charges for Single Service Connection of the District's Rules and Regulations to reflect the current construction costs for the installation of single service connections.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are all true and correct and hereby adopted as findings.

SECTION 2. Appendix N, as referenced in Section 10.05 of the District's Rules and Regulations, is hereby replaced in its entirety with a new Appendix N, as set forth in Exhibit "A," which establishes a general policy related to charges for the installation of single service connections.

SECTION 4. Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

SECTION 5. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED on this 14th day of March 2022 by the Board of Directors of the Palmdale Water District.

Gloria Dizmang, President
Board of Directors
Palmdale Water District

Kathy Mac Laren-Gomez, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
G. Ross Trindle, III, District General Counsel
01184.0001/664844.1

APPENDIX N.1

METER DOWNSIZING PROGRAM

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Palmdale Water District

Application for Meter Exchange

Name: _____

Service Address: _____

_____

Mailing Address: _____

_____

Phone Number: **Work:** _____ **Home:** _____

Account Number: _____

I understand that a reduction in meter size might create a loss of water volume and/or pressure. I acknowledge that the Palmdale Water District is not responsible for problems associated with a loss of volume or pressure which may result from installing a smaller meter on my property. Current costs to perform said exchange are listed below.

Please check applicable box:

□	**1" to 5/8"**	**$240.00**
□	**2" to 1-1/2"**	**$579.00**

Signature: _____ **Date:** _____

Office Use Only:

Lot Size:_____ **Pressure:** _____

Approved: _____

Billing: _____ **Facilities:** _____

Comments: _____

_____

APPENDIX O

WASTE OF WATER POLICY AND EMERGENCY WATER CONSERVATION RESTRICTIONS

APPENDIX O

WASTE OF WATER POLICY

Palmdale Water District is engaged in the production, transmission, storage and distribution of water to its Customers in accordance with California law.

California law prohibits the waste or unreasonable use of water and requires that the District take all appropriate actions to prevent such waste and unreasonable use of this finite resource.

Water waste includes but is not limited to:

- Application of potable water to outdoor landscapes in a manner that causes runoff.
- Failure to repair water leaks or to adjust sprinkler overspray in a timely manner.
- Hosing of hardscape surfaces, except where health and safety needs dictate.
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
- Irrigation with potable water of ornamental turf on public street medians.
- Watering of outdoor landscapes within 48 hours of measurable rainfall.
- Car washing and outside cleaning activities except when performed with buckets and automatic hose shutoff devices.
- The serving of drinking water other than upon request in eating or drinking establishments.
- Failure of operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily. (The hotel or motel shall prominently display notice of this option in each guestroom.)
- Inefficient use of water for construction purposes.
- Irrigation with potable water outside of newly constructed homes and buildings not delivered by drip or microspray is prohibited

Categories of Water Waste

The District recognizes that water waste can vary significantly in severity and for this reason will classify and deal with three levels of water waste.

Level 1 Water Waste

This is the least severe category of water waste which includes any violation of the Water Waste Policy and any other form of water waste that leads to minor but avoidable water loss. Examples of this would be overspray from improperly adjusted sprinklers or small leaks leading to wetting of the sidewalk.

Penalties for Level 1 Water Waste

Penalties for Level 1 waste violation will be an initial warning. Failure to repair the violation will result in a $50 fine. An additional new $50 fine will be assessed if the follow up inspection shows that the violation is unrepaired. Follow up inspection will occur no more frequently than once every 14 days. If a Level 1 water waste violation continues unrepaired for greater than 60 days, then the District may elevate the penalties to Level 2 fines as described below.

Level 2 Water Waste

This category includes any form of water waste where water is visibly and measurably flowing off the property. Examples of this would be a sheared off sprinkler or an irrigation system that is stuck on. Follow up inspection will occur no more frequently than once every 7 days.

Penalties for Level 2 Water Waste

The penalties will mirror the penalties found in the Water Shortage Contingency Plan. These penalties are currently as follows:

1st Notice of Violation-The customer shall be notified in writing. The notice shall include a warning that further violations could result in stricter penalties.

2nd Notice of Violation- is punishable by a fine of up to $50.

3rd Notice of Violation- is punishable by a fine of up to $250.

4th Notice of Violation- is punishable by a fine of up to $500.

5th Notice of Violation- may result in termination of service.

Level 3 Water Waste

This category includes any form of water waste where water leaving the property appears uncontrollable or poses a threat to public safety. Examples of this would be a broken water line flowing unrestrained off the property or water leaving the property causing a public safety threat due to icing or flooding.

Penalties for Level 3 Water Waste

Level 3 water waste will result in the shutdown of service until the repair has been successfully accomplished. Repeat incidences of severe water waste will mirror the penalties found in the Water Shortage Contingency Plan.

District Process

1. Upon notification or observation of waste or misuse of water, the District shall:

   (a) Make a photographic record of such activity;

   (b) Provide notice to the Customer in writing or by means of a door tag; and

   (c) Log the warning on the Customer's service record.

   In the event of a recurring violation the District shall:

   (a) Assess the appropriate fine upon the Customer for each notification of violation occurring after the warning has been given;

   (b) Give notice to the Customer in writing that if such waste or misuse continues, the Customer may be subject to increased penalties up to and including disconnection of service.

3. Upon determination that a violation is still unresolved and a final notice needs to be issued, the District shall:

   (a) Give written notice to the Customer that disconnection of the service will occur within five (5) working days of the date of the notice;

   (b) Disconnect the Customer's service after the appropriate time has been allotted; and

   (c) Charge the Customer a disconnection charge for waste or misuse of water as set forth in Appendix D, and a turn-on fee as set forth in Appendix D if service is later restored. Service will be restored only when the Customer has provided evidence satisfactory to the District that waste and unreasonable use of water will no longer occur.

The District recognizes that there may be mitigating or intervening circumstances that bear upon a Customer's apparent misuse of water. Upon receipt of any notice regarding purported misuse or waste of water, the Customer shall have five (5) working days within which to file a written request for reconsideration with the General Manager. If the Customer is not satisfied with the General Manager's decision, the Customer shall have fifteen (15) days after the General Manager's decision within which to file a written appeal with the Board. The Board shall conduct a hearing on the appeal at the next Board meeting immediately following the appeal. The Board's decision following such hearing shall be final and conclusive.

ADOPTED BY THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT AT A REGULAR MEETING HELD October 11, 2017.

RESOLUTION NO. 23-5

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ENDING THE EMERGENCY DROUGHT REGULATIONS AND CONCLUDING STAGE 2 VOLUNTARY OF THE WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, Palmdale Water District ("District") is a water district empowered to provide water service within District boundaries; and

WHEREAS, on April 21, 2021, Governor Gavin Newsom issued a Proclamation of a State of Emergency due to drought for two counties in the state of California; and

WHEREAS, the District adopted Stage 1 of its 2015 Water Shortage Contingency Plan on April 26, 2021, and urged customers to voluntarily reduce their water use by 15%; and

WHEREAS, on May 21, 2021, Governor Gavin Newsom issued a Proclamation of a State of Emergency due to drought for forty-one counties in the state of California; and

WHEREAS, on July 8, 2021, Governor Gavin Newsom issued Executive Order N-10-21 recognizing the continued state of drought in California and called on all Californians to voluntarily reduce their water use by 15%; and

WHEREAS, the District adopted Voluntary Stage 2 of its 2020 Water Shortage Contingency Plan on August 9, 2021, and continued to urge rate payers to voluntarily reduce their water use by 15%; and

WHEREAS, on October 9, 2021, Governor Gavin Newsom further issued a Proclamation of a State of Emergency due to drought for the entire state of California, reaffirmed the call for all Californians to reduce their water use by 15%, and called on the State Water Resource Control Board to adopt emergency regulations prohibiting certain wasteful water practices; and

WHEREAS, on March 28, 2022, Governor Gavin Newsom further issued Executive Order N-7-22 that reaffirmed the April 21, 2021, May 10, 2021, and October 9, 2021 proclamations of State of Emergency due to drought and the provisions of Executive Order N-10-21 and called on the State Water Resource Control Board to adopt an emergency regulation that would require all urban water suppliers who have submitted a Water Shortage Contingency Plan to, at a minimum, adopt level 2 of their Plan; and

WHEREAS, Water Code Section 1058.5 grants the State Water Resources Control Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation;" and

WHEREAS, following the making of findings as required by law, the District has the power and authority to adopt mandatory water conservation measures within its boundaries pursuant to Part 5 of the Irrigation District Law, codified at Division 11 of the California Water Code.

WHEREAS, on April 11, 2022, the District adopted Stage 2 – Mandatory of its Water Shortage Contingency Plan; and

WHEREAS, conservation of water by District customers helped alleviate the water shortages during the drought years; and

WHEREAS, Palmdale Water District has made significant investments in local programs and projects to improve water supply reliability, including supplemental water supply contracts, local water storage projects, water conservation, water recycling and other strategies to stretch supplies, and will continue to do so; and

WHEREAS, because of an increase in precipitation and conservation, on March 13, 2023, the District adopted and moved to Stage 2 – Voluntary of its Water Shortage Contingency Plan; and

WHEREAS, 2023 has experienced record-breaking precipitation in the State of California; and

WHEREAS, on April 20, 2023, the Department of Water Resources informed its State Water Contractors that they would be receiving a 100% allocation of the State Water Project water; and

WHEREAS, 100% allocation will provide sufficient supply to meet customer demands, allow to carryover water for 2024, allow to pay back obligations and bank water for future years; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1: Findings: The Board of Directors of the District hereby finds and declares as follows:

1) The State Water Project water available to the District is 100% of our allocation, 100% of our Butte Lease will be available, and additionally Article 21 water is available.

2) The reservoir behind Littlerock Dam is full and has been spilling since January 2023.

3) Due to an increase of surface water the District will rely less on groundwater supplies.

Section 2: Concluding Stage 2 – Voluntary - of the Water Shortage Contingency Plan: The Board of Directors of the District, in accordance with the foregoing findings, hereby determines and declares the current water supply sufficient to call an end to the Water Shortage Rationing. The General Manager is authorized to implement Actions 1 and 2 to effectively lift the drought-related restrictions but keep our Waste of Water Policy in place.

Action 1. Water Conservation Regulations. The General Manager shall take all steps necessary to advise the District's customers of the following water waste prohibitions that are always in effect and enforce them in accordance with the District's existing Waste of Water Policy:

1. Water Waste Prohibitions (Remain in full affect and violations will result in water waste fines):
    a. Application of potable water to outdoor landscapes in a manner that causes runoff.

b. Failure to repair water leaks or to adjust sprinkler overspray in a timely manner.
c. Hosing of hardscape surfaces, except where health and safety needs dictate.
d. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
e. Irrigation with potable water of ornamental turf on public street medians.
f. Watering of outdoor landscapes within 48 hours of measurable rainfall.
g. Car washing and outside cleaning activities except when performed with buckets and automatic hose shutoff devices.
h. The serving of drinking water other than upon request in eating or drinking establishments.
i. Failure of operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily. (The hotel or motel shall prominently display notice of this option in each guestroom.)
j. Inefficient use of water for construction purposes.
k. Irrigation with potable water outside of newly constructed homes and buildings not delivered by drip or micro spray.

Action 2: End Stage 2 – Voluntary – Water Shortage Contingency Plan: Upon specific authorization by the Board of Directors, the General Manager shall end Stage 2 Voluntary of our Water Shortage Contingency Plan.

Section 3: Effective Date: May 22, 2023

BE IT FURTHER RESOLVED, that the Board of Directors finds that the provisions of this Resolution are exempt from the provisions of the California Environmental Quality Act as an action to mitigate emergency conditions and as a rate setting measure pursuant to Public Resources Code §21080(b)(4) and (8).

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on May 22, 2023, by the following vote:

AYES: President Wilson, Directors Kellerman, Dizmang, Mac Laren-Gomez, Dino
NOES:
ABSENT:
ABSTAIN:

Don Wilson, President, Board of Directors

Vincent Dino, Secretary, Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, LLP, District Legal Counsel

APPENDIX O.1

WATER CONSERVATION
REBATE PROGRAM APPLICATIONS

WATER SAVING REBATES

APPLICATION FORM



TOILETS

HE TOILETS 1.28 GPF OR DUAL FLUSH 1.0-1.6 GPF



SPRINKLERS

ROTATING SPRINKLER NOZZLE



WASHERS

HE CLOTHES WASHER WITH WATER FACTOR OF 3.7 OR LESS

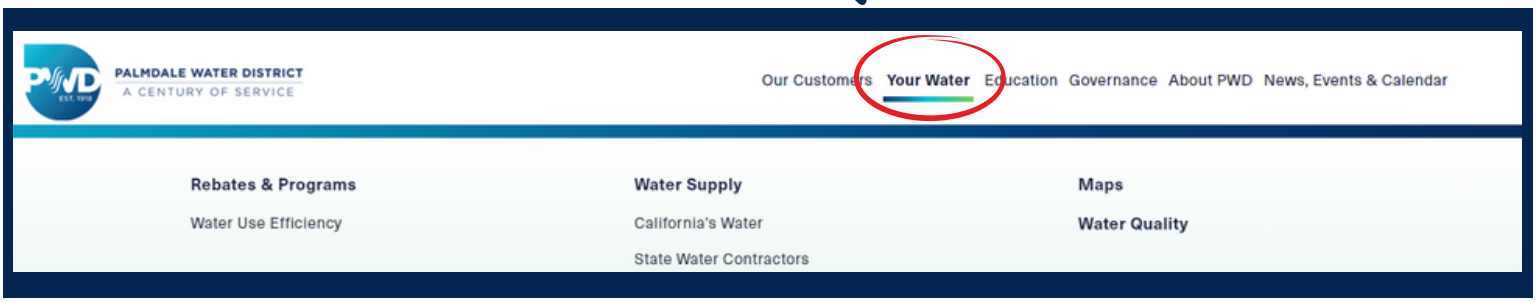
INSTRUCTIONS

1. Purchase and install a qualifying high-efficiency water saving device. List of qualifying devices lists can be found at socalwatersmart.com.

2. Mail the completed application form, original receipt, and a copy of your water bill to:

PALMDALE WATER DISTRICT
ATTN: WUE REBATES
2029 E AVENUE Q
PALMDALE,CA 93550

Or apply online at Palmdalewater.org under Your Water, Rebates & Programs.



CONTACT US 661-947-4111 EXT 5002 Monday-Thursday 8 am- 6 pm palmdalewater.org

REBATE TYPE

- ☐ HIGH-EFFICIENCY/DUAL FLUSH TOILET (1.28 GPF OR DUAL FLUSH 1.0-1.6 GPF) QUALIFIES FOR A $100 REBATE
- ☐ HIGH-EFFICIENCY CLOTHES WASHER (WATER FACTOR 3.7 OR LESS) QUALIFIES FOR A $150 REBATE
- ☐ HIGH-EFFICIENCY URINAL (0.125 GPF) QUALIFIES FOR A $300 REBATE
- ☐ WEATHER-BASED IRRIGATION CONTROLLER (WATER SENSE LABELED CONTROLLERS) QUALIFIES FOR A $150
- ☐ REBATE ROTATING SPRINKLER NOZZLE QUALIFIES FOR A $4.00 PER NOZZLE REBATE
- ☐ MICRO-IRRIGATION CONVERSION (MINIMUM OF 1,000 LINEAR FEET) QUALIFIES FOR $0.25 PER LINEAR-FOOT
- ☐ MOISTURE RETAINING SOIL ADDITIVE - $40 PER BAG
- ☐ FLUME METER (FLOW MONITOR) $100
- ☐ HOT WATER RECIRCULATING PUMP $125

Brand:_____ Model #:_____

Units Purchased:_____ Date Installed:_____

ACCOUNT INFORMATION

CUSTOMER ACCOUNT NUMBER: _____

SOCIAL SECURITY NUMBER: _____

ACCOUNT HOLDER NAME: _____

☐ OWNER ☐ TENANT

SERVICE ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

_____

PHONE NUMBER: _____

EMAIL: _____



TERMS AND CONDITIONS

1. FUNDING IS ON A FIRST-COME, FIRST-SERVED BASIS UNTIL FUNDS ARE DEPLETED.
2. THE WATER-SAVING DEVICE MUST BE PURCHASED BY A CURRENT AND ELIGIBLE PWD CUSTOMER, AND INSTALLED AT THE CUSTOMER'S ADDRESS WITHIN PWD'S SERVICE AREA.
3. THE DATED RECEIPT MUST BE PROVIDED WITH THE APPLICATION.
4. FOR DEVICES PURCHASED ONLINE, A PRINTOUT OF THE FINAL INVOICE AND ORIGINAL DELIVERY SLIP MUST BE PROVIDED.
5. THE APPLICATION MUST BE RECEIVED BY PWD WITHIN 90 DAYS OF THE ORIGINAL PURCHASE DATE.
6. THE REBATE AMOUNT MAY NOT EXCEED THE COST OF THE DEVICE PURCHASED. REBATE AMOUNTS DO NOT APPLY TO SALES TAX AND INSTALLATION COSTS.
7. REBATE CREDITS WILL BE APPLIED TO THE CUSTOMER'S PWD ACCOUNT FOR THE SERVICE ADDRESS IDENTIFIED BELOW WITHIN 3-4 WEEKS.
8. A REPRESENTATIVE OF PWD MUST BE PERMITTED TO INSPECT THE PROPERTY TO VERIFY QUANTITY AND PROPER INSTALLATION IF IT IS DEEMED NECESSARY AND APPLICABLE.
9. PWD MAY AT ANY TIME MODIFY, SUSPEND, OR TERMINATE THIS PROGRAM WITHOUT PRIOR NOTICE.
10. IRRIGATION REBATE CREDITS ARE FOR RETROFITS OF EXISTING SPRINKLERS ONLY; NEW CONSTRUCTION DOES NOT QUALIFY.
11. THE CUSTOMER MUST SIGN THE APPLICATION AND AGREE TO THE TERMS AND CONDITIONS BEFORE THE REBATE CAN BE ISSUED.
12. THE APPLICATION MUST MEET ALL REQUIREMENTS. OTHERWISE, IT WILL BE REJECTED AND MAILED BACK TO THE CUSTOMER.

I have read, understand, and agree to the terms and conditions of the program as stated above. I understand rebates paid to me may be subject to State and/or Federal tax reporting according to the IRS guidelines.

Applicants Signature:_____

Date:_____

OFFICE USE ONLY: Approved: _____ Amount: $_____ Date: _____ Rep's Initials: _____

SOLICITUD DE INCENTIVO

POR ARTICULOS DE BAJO CONSUMO DE AGUA



INODORO

INODOROS HE 1.28
GPF O DUAL
DESCARGA 1.0-1.6 GPF



ROCIADORES

BOQUILLA DE
ASPERSOR
GIRATORIO



LAVADORA

LA LAVADORA DE
ROPA CON
FACTOR DE AGUA
DE 3.7 O MENOS

INSTRUCCIONES

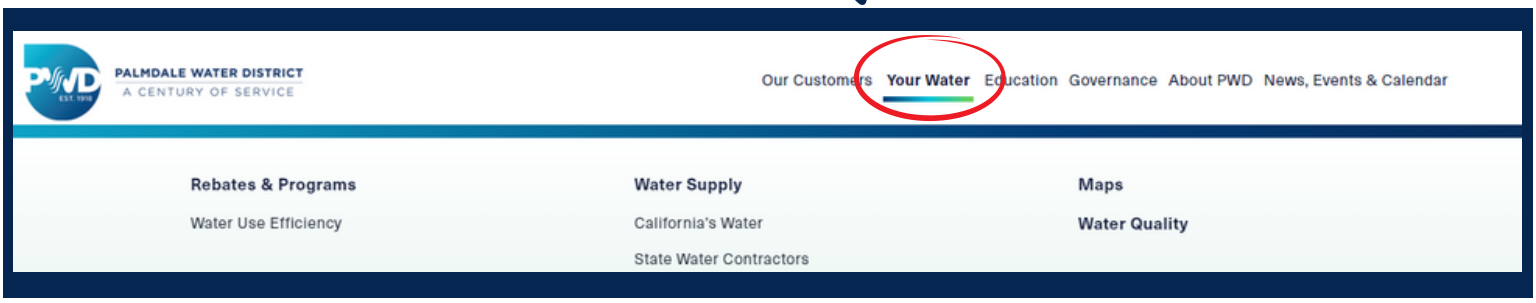
1. Compre e instale un articulo de alta eficiencia de agua que califique. La lista de articulos calificados se puede encontrar en: socalwatersmart.com.

2. Envíe por correo el formulario de solicitud completo, el recibo original y una copia de su factura de agua a:

DISTRITO DE AGUA DE PALMDALE

ATENCIÓN: WUE REEMBOLSOS
2029 E AVENIDA Q
PALMDALE, CA 93550

Ó solicite en línea en
Palmdalewater.org
bajo Your Water, Rebates & Programs.



CONTÁCTENOS 661-947-4111 EXT 5002 Lunes-Jueves 8 am- 6 pm palmdalewater.org

TIPO DE REEMBOLSO

- ☐ INODORO DE ALTA EFICIENCIA (1.28 GPF Ó DESCARGA DOBLE 1.0-1.6 GPF) CALIFICA PARA UN REEMBOLSO DE $100
- ☐ LAVADORA DE ROPA DE ALTA EFICIENCIA (FACTOR DE AGUA DE 3.7 Ó MENOS) CALIFICA PARA UN REEMBOLSO DE $150
- ☐ URINARIO DE ALTA EFICIENCIA (0.125 GPF) CALIFICA PARA UN REEMBOLSO DE $300
- ☐ CONTROLADOR DE RIEGO INTELEGENTE (ETIQUETADOS COMO WATER SENSE) CALIFICA PARA UN REEMBOLSO DE $150
- ☐ BOQUILLA DE ASPERSOR GIRATORIO CALIFICA PARA UN REEMBOLSO DE $4.00 POR BOQUILLA
- ☐ LA CONVERSIÓN DE MICRO IRRIGACIÓN (MÍNIMO DE 1,000 PIES LINEALES) CALIFICA PARA $0.25 POR PIE LINEAL
- ☐ ADITIVO PARA TIERA QUE RETIENE LA HUMEDAD - $40 POR BOLSA
- ☐ MEDIDOR DE FLUJO DE AGUA- $ 100
- ☐ BOMBA DE RECIRCULACIÓN DE AGUA CALIENTE $ 125

Marca:_____

Unidades compradas: _____

Modelo #:_____

Fecha de instalación:_____

INFORMACIÓN DE LA CUENTA

NÚMERO DE CUENTA DEL CLIENTE: _____

NÚMERO DE SEGURO SOCIAL: _____

NOMBRE EN LA CUENTA: _____

☐ PROPIETARIO ☐ INQUILINO

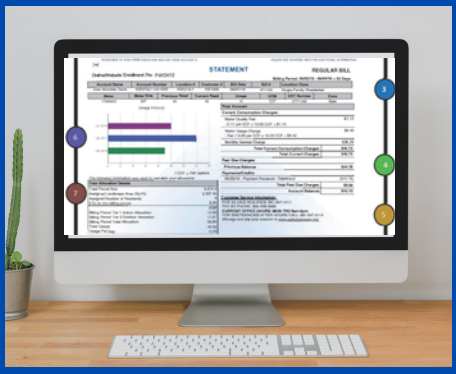
DIRECCIÓN DE SERVICIO: _____

DIRECCIÓN POSTAL (SI ES DIFERENTE A LA ANTERIOR):

_____

NÚMERO DE TELÉFONO: _____

CORREO ELECTRÓNICO: _____



TÉRMINOS Y CONDICIONES

1. LA ASISTENCIA FINANCIERA ES OTORGADO A NUESTOS CLIENTES POR ORDEN DE LLEGADA HASTA QUE SE AGOTEN LOS FONDOS.
2. EL ARTICULO DE ALTA EFICIENCIA EN EL AHORRO DE AGUA DEBE SER COMPRADO POR UN CLIENTE DE PWD ACTUAL Y ELEGIBLE, E INSTALADO EN LA DIRECCIÓN DEL CLIENTE DENTRO DEL ÁREA DE SERVICIO DE PWD.
3. EL RECIBO FECHADO SE DEBE PROPORCIONAR CON LA SOLICITUD.
4. SI EL ARTICULO FUE COMPRADO EN LÍNEA, PUEDEN PROPORCIONAR UNA IMPRESIÓN DE LA FACTURA FINAL Y LA BOLETA DE ENTREGA ORIGINAL.
5. PWD DEBE RECIBIR LA SOLICITUD DENTRO DE LOS 90 DÍAS POSTERIORES A LA FECHA DE COMPRA ORIGINAL.
6. EL MONTO DEL REEMBOLSO NO PUEDE EXCEDER EL COSTO DEL ARTICULO COMPRADO. EL INCENTIVO NO SE APLICA AL IMPUESTO SOBRE LAS VENTAS NI A LOS COSTOS DE INSTALACIÓN.
7. LOS CRÉDITOS DE REEMBOLSO SE APLICARÁN A LA CUENTA DE PWD DEL CLIENTE A LA DIRECCIÓN DE SERVICIO IDENTIFICADA EN LA SOLICITUD DENTRO DE 3 A 4 SEMANAS.
8. SI SE CONSIDERA NECESARIO, EL CLIENTE DEBE PERMITIR QUE UN REPRESENTANTE DE PWD REVISE LA PROPIEDAD PARA VERIFICAR LA CANTIDAD E INSTALACIÓN ADECUADA DEL ARTICULO COMPRADO.
9. PWD PUEDE EN CUALQUIER MOMENTO MODIFICAR, SUSPENDER Ó CANCELAR ESTE PROGRAMA SIN PREVIO AVISO.
10. LOS CRÉDITOS PARA EL SYSTEMA DE RIEGO SON UNICAMENTE PARA REACONDICIONAMIENTOS DE ASPERSORES EXISTENTES; NUEVA CONSTRUCCIÓN NO CALIFICA.
11. EL CLIENTE DEBE FIRMAR LA SOLICITUD Y ACEPTAR LOS TÉRMINOS Y CONDICIONES ANTES DE QUE SE PUEDA EMITIR EL REEMBOLSO.
12. LA SOLICITUD DEBE CUMPLIR CON TODOS LOS REQUISITOS. DE LO CONTRARIO, SERÁ RECHAZADO Y DEVUELTO POR CORREO AL CLIENTE.

He leído, entiendo y acepto los términos y condiciones del programa como se indica anteriormente. Comprendo que la candidad del los incentivos pueden estar sujetos a la declaración de impuestos Estatales y/o Federales de acuerdo a sus reglamentos del IRS.

Firma del aplicante:_____

Fecha:_____

SOLO USO DE OFICINA:
Aprobado: Monto $: Fecha: Iniciales del Representante:

COMMERCIAL

WATER-SAVING REBATES



Palmdale Water District offers a variety of rebates for Commercial customers.

For more information, contact Water-Use Efficiency Specialist Maria Avelar at 661-456-1001 or Robert Rosati at 661-441-5943.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

HIGHLIGHTED REBATES

- High -Efficiency Dual Flush Toilet qualifies for up to $100 rebate.
- Ultra-low or Zero Water Urinal up to $300.00 rebate.
- Water-Wise Landscape Program $2.00 per sq ft.

CONTACT US

palmdalewater.org

2029 E Avenue Q
Palmdale CA 93550

661-947-4111 ext. 5002

☐ High-Efficiency/Dual Flush Toilet (1.28 gpf or dual flush 1.0-1.6 gpf) qualifies for a $100 rebate.

☐ Moisture Retaining Soil Additive qualifies for $40 per bag .

☐ Ultra-low or zero-water urinal qualifies for a $300 rebate.

☐ Weather-Based Irrigation Controller (Water Sense labeled controllers) $35/Station – Eligible

☐ WBIC can have a maximum of 11 inactive stations per controller.

☐ Rotating Sprinkler Nozzle qualifies for $4. per nozzle rebate.

☐ Micro-Irrigation Conversion (minimum of 1,000 linear feet) qualifies for $0.25 per linear foot.

☐ Controller Cartridge qualifies for a $500 rebate per cartridge.

Brand: _____

Model #: _____

Units Purchased: _____

Date Installed:_____

CUSTOMER ACCOUNT NUMBER: _____

TAX ID NUMBER: _____

ACCOUNT HOLDER NAME: _____

SERVICE ADDRESS: _____
MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

_____

PHONE NUMBER: _____

EMAIL: _____

---

1. The program is offered on a first-come, first-served basis. Funds are limited.
2. The WATER-SAVING device must be purchased by a current and eligible PWD customer and installed at the customer's address location within PWD's service area.
3. A copy of the original receipt must be provided with the application.
4. For devices purchased online, a printout of the final invoice and original delivery slip must be provided.
5. The application must be received by PWD within 90 days of the original purchase date.
6. The rebate amount may not exceed the cost of the device purchased. Rebate amounts do not apply to sales tax and installation costs.
7. Rebate credits will be applied to the customer's PWD account for the service address listed below within 3-4 weeks.
8. A PWD representative must be allowed to inspect the property to verify quantity and proper installation if it is deemed necessary and applicable.
9. PWD may modify, suspend, or terminate this program without prior notice.
10. Irrigation rebate credits are for retrofits of existing sprinklers only. New construction does not qualify.
11. The customer must sign the agreement before the rebate can be issued.
12.The application must meet all requirements.

I have read, understand, and agree to the terms and conditions of the program as stated above. I understand rebates paid to me may be subject to State and/or Federal tax reporting according to the IRS guidelines.

Applicants Signature:_____ Date:_____

OFFICE USE ONLY:

Approved: Amount: $ Date: Rep's Initials:

Design Sketch of Proposed Landscape Plan

GUIDELINES:

Submit a simple sketch of your proposed landscape design with your application. Include all materials being used in the renovation.

1 Identify new and existing plants, including ground cover. (A symbol key may be helpful.)
2. Identify new or modified irrigation system (drip, bubblers, or point irrigation) in your design.
3. Show any existing or proposed walkways, including sitting areas and/or patios.



The Palmdale Water District (PWD) is offering property owners a cash rebate to remove any grass and/or convert their front yard to a water-wise, drought friendly, xeriscape landscape. Funding is limited. Applications will be processed in the order they are received while funding is available.

PLEASE NOTE:

- APPLICANT IS SOLELY RESPONSIBLE FOR CONVERSION WORK.
- THE REBATE SERVES AS AN INCENTIVE AND DOES NOT COVER THE COMPLETE COST OF A LANDSCAPE CONVERSION.
- DO NOT START YOUR CONVERSION PROJECT UNTIL YOU RECEIVE A "NOTICE TO PROCEED" LETTER. *(If you begin or complete your project prior to receiveing approval, you are not eligible for a rebate.)*

INSTRUCTIONS:

1. Read the Program Terms and Conditions; complete and sign the application form.
2. Complete the design sketch of the proposed landscape on the back of the application.
3. Complete and fill in the plant coverage worksheet and submit it with your application. Incomplete applications will not be considered and will be returned to the applicant by mail.
4. Once PWD receives the complete application package, a PWD representative will conduct a pre-inspection to measure the conversion area. No appointments will be made, unless access to the property is restricted or locked by a gate. A "Notice to Proceed" letter will be sent to you by mail once the application has been approved.
5. Sign and return the Notice to Proceed letter within ten (10) business days to stay qualified for the rebate.
6. Complete your project within one hundred twenty (120) calendar days. Projects not completed within the 120 calendar days will lose the rebate qualification.
7. Verify you have fulfilled the program requirements listed under the Program Guidelines.
8. Call the District's Conservation Department at *(661) 947-4111 ext. 5002* when you are finished with your conversion project for a final post inspection.
9. Rebate checks will be mailed appoximately six weeks after the final inspection and approval.

PROGRAM TERMS AND CONDITIONS

Applicants receiving funding through the Water-wise Landscape Conversion Program must abide by the following guidelines as a condition for receiving a rebate. PWD may at any time, over the course of the program without prior written notice or otherwise; modify, suspend,or terminate the rebate amounts and program requirements.

Program Terms

- Applicant must have a PWD water service account.
- Applicant must sign that they have read, understand, and agree to the program terms.
- Applicant must keep and maintain water-wise landscape in place for five (5) years.
- Rebate checks will be issued to the applicant after meeting project guidelines and passing the final inspection.
- Applicant shall permit PWD access to the project site to complete pre-conversion and post-conversion inspections; measure square footage of conversion area; test irrigation efficiency; and obtain before and after photos.
- No retroactive or increased rebate amounts will be provided.

REBATE AMOUNTS ARE AS FOLLOWS:

$1.50 per square foot standard rebate with a maximum award of $2,250 for residential or multi-family customers with a possibility of and additional $0.50 incentive per square foot for quick completetion with a maximun of $750.00.

$2.00 per square foot rebate for commercial/industrial customers that will be reviewed and approved at first come first serve basis based on fund availability.

(To qualify for the quick completion incentive, the conversion project must be completed and ready for inspection within forty-five (45) days from the date on the "Notice to Proceed" letter.)

Project Requirements

- A minimum of four hundred (400) square feet of grass or non-drought tolerant landscape must be removed.
- Applicant is solely responsible for performing or contracting out the conversion work.
- Replacement surfaces must be permeable to water and air. The converted landscape must be installed so that one hundred (100) percent of the area will be covered with materials such as plants, mulch, or permeable hardscape. Examples of permeable hardscape include decomposed granite, pavers, brick, or rock where no mortar or grout has been used. There can be no bare soil. Areas that are renovated with new grass or non-permeable hardscape will be discounted from the total of the square footage used to calculate the rebate.
- Existing irrigation systems must be capped off or modified to eliminate spray irrigation. Bubblers, drip and point irrigation are to be used as a conversion from spray irrigation.
- Drought tolerant plants must be added to the landscape to cover sixty (60) percent of the total square foot area measured. Please use the size of the plant at full maturity (height x width = plant value) in the worksheet. All plants must be on the City of Palmdale's approved list or from the booklet, "Plants for the California High Desert."
- Projects must be completed within one hundred twenty (120) days to receive rebates. Applications will be voided after 120 days from the date on the "Notice to Proceed" letter. No extensions will be granted.

Water-wise Landscape Conversion Program Application

_____ _____

APPLICANT NAME PWD WATER SERVICE ACCOUNT NUMBER

_____ PALMDALE, _____

SITE ADDRESS ZIP CODE

_____

MAILING ADDRESS

_____ _____

CONTACT PHONE NUMBER APPLICANT TAX ID NUMBER

☐ RESIDENTIAL ☐ MULTI-FAMILY ☐ COMMERCIAL/INDUSTRIAL

By signing below, the applicant acknowledges that Palmdale Water District ("PWD") does not make any representation or warranty regarding the conversion materials eligible under this Water-wise Landscape Conversion Program. Applicant releases and holds harmless PWD from and against any claims, injuries, loss, damage, expense and liability of any nature arising out of or in any way connected with converting the irrigation system or participating in the program.

By signing below, the applicant authorizes PWD, in its discretion and with no compensation to applicant, to publish, disseminate, and promote the program using pictures, videos, cost and water use data and other information and material from the applicant's project in program-related advertising, publicity and promotion through various media, including but not limited to videos, print and web.

I have read, understand and agree to the terms and conditions of this rebate program, including the foregoing releases.

_____ _____

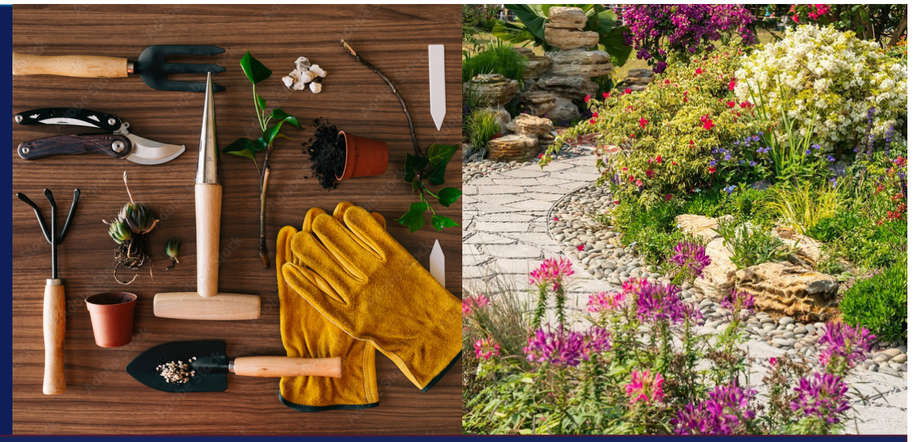
Applicant's Signature Date

Dibujo del diseño propuesto

LAS REGLAS:

Presente un dibujo simple de su diseño del jardin propuesto con su aplicación. Incluya todos los materiales que serán usados en la renovación.

1. Identifique las plantas nuevas y existentes, incluyendo la tierra en el área. (Usar símbolos puede ser útil).
2. Identifique el sistema de irrigación nuevo o modificado (goteo, burbujeo, o irrigación de punto) en su diseño.
3. Mostrar cualquier camino existente o propuesto incluyendo áreas de estar y/o patios.



Programa de Conversión para un jardin Intelegente

Palmdale Water District (PWD) está ofreciendo a los propietarios un reembolso en efectivo para eliminar el césped y/o convertir su patio delantero a uno de uso inteligente del agua y resistente durante una sequía. Los fondos son limitados. Las solicitudes se procesarán en el orden en que sean recibidas y hasta que los fondos se agoten.

POR FAVOR, TENGA EN CUENTA LO SIGUIENTE:

- **EL SOLICITANTE ES EL ÚNICO RESPONSABLE DEL TRABAJO DE LA CONVERSIÓN.**
- **EL REEMBOLSO SIRVE COMO INCENTIVO Y NO CUBRE EL COSTO COMPLETO DE UNA CONVERSIÓN DEL CESPED O PATIO.**
- **NO COMIENCE SU PROYECTO DE LA CONVERSIÓN HASTA QUE RECIBA UNA CARTA QUE SERA SU “AVISO PARA PROCEDER.”**

LAS INSTRUCCIONES:

1. Lea los términos y condiciones del programa. Complete y firme el formulario de solicitud.
2. Complete el dibujo del diseño propuesto en la parte posterior de la aplicación.
3. Complete la lista de conversión de plantas y envíela con su solicitud. Las solicitudes incompletas no serán consideradas y se devolverán al solicitante por correo postal.
4. Una vez que PWD reciba el paquete completo de solicitud, un representante de PWD llevará a cabo una inspección preliminar para medir el área de conversión. No se realizarán citas, a menos que el acceso a la propiedad esté restringido o bloqueado por un barandal. Una carta de "Aviso para proceder" será enviada por correo una vez que la solicitud haya sido aprobada.
5. Firme y devuelva la carta de aviso para proceder dentro de diez (10) días hábiles para permanecer calificado para el reembolso.
6. Complete su proyecto dentro de los ciento veinte (120) días calendarios. Los proyectos que no se completen dentro de los 120 días calendarios perderán la posibilidad de recibir reembolso.
7. Verifique que ha cumplido con los requisitos del programa enumerados en las reglas del programa.
8. Llame al Departamento de Conservación del Distrito a (661) 947-4111 ext. 5002 cuando haya terminado con su proyecto de conversión para una inspección final.
9. Los cheques de reembolso se enviarán por correo aproximadamente seis semanas después de la aprobación de la inspección final.

TERMINOS Y CONDICIONES DEL PROGRAMA

Los solicitantes que recibirán financiamiento a través del programa de conversión para un jardín inteligente deben seguir las siguientes reglas como condición para recibir un reembolso. PWD puede en cualquier momento, a lo largo del programa sin previo aviso por escrito o de otra manera, modificar, suspender o terminar los montos de reembolso y los requisitos del programa.

Términos del Programa

- El solicitante debe tener una cuenta de servicio de agua con PWD.
- El solicitante debe firmar que ha leído, comprendido y está de acuerdo con los términos del programa.
- El solicitante debe conservar y mantener el área del jardín inteligente por lo menos cinco (5) años.
- Los cheques de reembolso serán emitidos al solicitante después de cumplir con las reglas del proyecto y pase la inspección final.
- El solicitante deberá permitir el acceso a PWD al área del proyecto para completar una inspección antes de la conversión y depués de la conversión; medir en pies cuadrados la superficie del área de conversión; probar la eficiencia de riego; y obtener fotos antes y después de realizar el proyecto.
- No se proporcionarán reembolsos retroactivos o aumentados.

LAS CANTIDADES DE LOS REEMBOLSOS SON LAS SIGUIENTES:

$1.50 por pie cuadrado será reembolsado con un reembolso máximo de $2,250 por hogar o multi-familiar

$0.50 por pie cuadrado por el incentivo de terminación rápida con un reembolso máximo de $750.

$2.00 por pie cuadrado sera reembolsado por propiedad commercial o industrial que sera evaluado y aprovado.

Las solicitudes se procesarán en el orden en que sean recibidas y hasta que los fondos se agoten.

(Para calificar para el incentivo de terminación rápida, el proyecto de la conversión se debe realizar y tener listo para la inspección dentro de cuarenta y cinco (45) días a partir de la fecha en la carta de "aviso para proceder".)

Requisitos del Proyecto

- Debe eliminarse un mínimo de cuatrocientos (400) pies cuadrados de césped o hierba que no es resistente a la sequía.
- El solicitante es el único responsable de realizar o contratar el trabajo de conversión.
- La superficie de reemplazo debe ser permeable al agua y aire. El jardín convertido debe ser instalado de modo que el cien (100) por ciento del área sea cubierto de materiales como plantas, pajote o materiales permeables. Los ejemplos de materiales permeables incluyen

  granito descompuesto, máquinas pavimentadoras, ladrillo o roca donde ningún mortero o lechada han sido usados. No puede haber suelo descubierto. Las áreas que son renovadas con la nueva hierba o material no permeable serán descontadas del total de la cantidad de pies cuadrados utilizados para calcular el descuento.
- Los sistemas de irrigación existentes deben ser clausurados o modificados para eliminar el riego por aspersión. Los burbujeadores, el goteo y la irrigación de punto deben ser utilizados como conversión del riego por aspersión.
- Las plantas tolerantes a la sequía se deben agregar al jardín para cubrir sesenta (60) porciento del área total del pie cuadrado medido. Por favor, utilice el tamaño de la planta a plena madurez (altura x ancho = valor de la planta) en la lista de conversión de plantas. Todas las plantas deben estar en la lista aprobada de la ciudad de Palmdale o del folleto, “Plantas para el Desierto Alto de California.”
- Los proyectos deben ser completados dentro de ciento veinte (120) días para recibir

Aplicación para programa de conversión para un jardin inteligente

_____ _____

NOMBRE NUMERO DE CUENTA DEL SERVICIO DE AGUA

_____ PALMDALE, _____

DIRECCION DEL PROYECTO ZONA POSTAL

_____

DIRECCION DE CORREO

_____ _____

NÚMERO DEL CONTACTO NÚMERO DE SEGURO SOCIAL

☐ RESIDENCIAL ☐ MULTI-FAMILIAR ☐ COMERCIAL/INDUSTRIAL

Al firmar este documento, el solicitante reconoce que el distrito de agua de Palmdale ("PWD") no hace ninguna recomendación o garantía con respecto a los materiales de conversión elegibles bajo este programa de conversión. El solicitante libera y acepta mantener a PWD libre de cualquier reclamación, lesión, pérdida, daño, gasto y responsabilidad de cualquier naturaleza que suceda de o esté relacionada de cualquier manera con la conversión del sistema de irrigación o la participación en el programa.

Al firmar a continuación, el solicitante autoriza, a su discreción y sin compensación al solicitante, a publicar y difundir el programa utilizando imágenes, videos, datos de costo y uso de agua y otra información y material del proyecto de los solicitantes en publicidad relacionada con el programa o promociones a través de diversos medios, incluyendo pero no limitado a videos, impresión y web.

He leído, comprendo y acepto los términos y condiciones de este programa de reembolso, incluyendo las versiones anteriores.

_____

Firma del Solicitante Fecha

APPENDIX P

CONSTRUCTION METER APPLICATION

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Application for Construction Meter

Date:

Applicant Name: _____ **Ph. No.** _____

Company Name: _____

Company Mailing Address: _____

Company Phone No. _____

Business/Contractor License# _____ **Tax ID/SS#:** _____

Email: _____

Project Name or Description: _____

Project Duration: _____ **Gallons Needed:** _____

Requested Hydrant Location*: _____
**Map of requested hydrant location must be attached to the application*

Use of Potable Water*: _____
**If use is for grading, grading plan must be attached to application.*

For District Use Only

Account #: _____

Meter #: _____

Setup Reading: _____

Meter Installation Fee: $250
Meter Deposit (refundable): $1000

Water Use Deposit (TBD):$ _____

Total Advance Payment: _____

Processed By: _____

The undersigned hereby applies for Construction Meter Service and **agrees to the following**:

- The minimum monthly service charge for said service is based on the current charge for a 3" meter plus the commodity cost at the current Tier 4 rate
- The service may be discontinued on 24-hour written notice by either applicant or Palmdale Water District.
- Palmdale Water District will not be responsible for damage to persons, equipment, or property caused by defects of applicant's piping, which will be hereafter connected to the discharge side of the meter or by the occurrence of either high or low pressure or escape of water by leakage from said downstream piping while the meter is in service.
- The maximum rate of flow to be used on this project will not exceed 250 gallons per minute.
- The construction meter is to be used during normal Palmdale Water District working hours, which are 7:00 a.m. to 5:00 p.m. and excludes weekends and holidays.
- The meter under this application is to be used only at the above location determined by Palmdale Water District, and water is to be used exclusively for the job indicated under this application and entirely within the Palmdale Water District's boundaries.
- Applicant herby certifies that he/she fully understands that the construction meter to be issued under this application is to be used for underground utility construction, dust control, finish grade earthwork, and other uses as approved by Palmdale Water District.
- The meter is only to be used in conjunction with a tilt-up tank or standpipe providing air gap backflow protection unless otherwise authorized in writing by Palmdale Water District.
- Any violation of these conditions and/or any act deemed to be construed as unauthorized use of water shall be subject to a $1,000.00 fine imposed per incident.

Applicant accepts full responsibility for maintaining the construction meter in good repair and operating condition during the period of use and understands that in the event the meter is lost or is inoperable when it is retrieved, the District will use that part of the applicable deposit required to either replace or repair the meter and then refund any remaining portion of said deposit.

_____ _____

Authorized Signature (Applicant) **Title**

APPENDIX Q

RULES, POLICIES AND PROCEDURES REGARDING EMPLOYER-EMPLOYEE RELATIONS

APPENDIX Q
PALMDALE WATER DISTRICT RULES AND REGULATIONS

RESOLUTION NO. 20-17
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING A COMPREHENSIVE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION PERTAINING TO COMMUNICATIONS AND LABOR RELATIONS BETWEEN THE DISTRICT, ITS EMPLOYEES AND ITS EMPLOYEE ORGANIZATIONS

WHEREAS, Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 *et seq.*), also referred to as the Meyers-Milias-Brown Act ("MMBA"), was enacted for the purpose of promoting full communication and improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, Government Code Section 3507 empowers a public agency to adopt reasonable rules and regulations for the administration of employer-employee relations, often referred to as an Employer-Employee Relations Resolution, after consultation in good faith with representatives of its employee organizations regarding such proposed rules and regulations; and

WHEREAS, the Palmdale Water District ("District") has a need for updating its Employer-Employee Relations Resolution; and

WHEREAS, there is a need to adopt updated policies and procedures to, *inter alia*, promote full communication between the District and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms of employment, determine appropriate employee units, to recognize employee organizations as representatives of the employees in an employee unit, to provide for changes to appropriate units and/or employee organizations, to establish procedures for the determination of confidential, managerial, and supervisory employees, to account for and incorporate certain statutory impasse rules; and

WHEREAS, the Board of Directors of the District believes that it is in the best interests of the District and its employees to rescind the current Employer-Employee Relations Resolution and adopt a new updated comprehensive Employer-Employee Relations Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Directors of the District hereby rescinds Resolution No. 91-14 Resolution of Palmdale Water District to Establish Employer-Employee Relations, Procedures, Rules and Policies and any other prior similar employer-employee relations resolutions.

SECTION 2. That pursuant to the MMBA, the District will administer employer-employee relations according to the following reasonable local rules and regulations:

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Title of Resolution

This Resolution shall be known as the Employer-Employee Relations Resolution of the Palmdale Water District ("District").

Section 1.2. Statement of Purpose

This Resolution is adopted as authorized under Chapter 10, Division 4, Title 1 of the California Government Code (Sections 3500 *et seq.*), entitled the Meyers-Milias-Brown Act ("MMBA"), to provide reasonable, uniform and orderly local procedures for the administration of employer-employee relations between the District and its employees, procedures for the recognition and/or decertification of employee organizations, procedures for determining appropriate units of representation and/or modifying such units, and a reasonable, uniform and orderly method for the resolution of questions regarding wages, hours, and other terms and conditions of employment of District employees. This Resolution rescinds and supersedes all other resolutions pertaining to procedures for the administration of employer-employee relations between the District, its employees and its employee organizations.

Nothing in this Resolution shall be construed to restrict any District rights with respect to matters of general managerial policy, including but not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the methods, means, and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing in its work.

Section 1.3. Definitions

Except as otherwise specifically provided below, the terms used in this Resolution shall be defined the same as such terms are defined in the MMBA. In addition, the following definitions are adopted for terms used in this Resolution.

A. Appropriate Unit – means a unit established pursuant to Article II of this Resolution.

B. Board – means the Board of Directors of the District.

C. District – means the Palmdale Water District, and where appropriate herein, refers to the District's Board of Directors, the governing body of said District, or any duly authorized representative of the District.

D. Consult or Consultation in Good Faith – means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a memorandum of understanding, nor is it subject to Article IV hereof.

E. Employee – means any person employed by the District in a position approved in the District's allocated positions and compensation plan, as approved by the Board, except in a position designated in that plan as temporary.

F. Employee, Confidential – means any employee who is privy to the decisions of District management relative to the District's position on matters concerning employer-employee relations and shall include employees in administrative or secretarial support positions to such employees. The District may designate confidential positions, subject to the procedures in Section 2.2 of this Resolution. (Note, this is distinct from another common use of the term "confidential employee" in public administration that refers to an employee that handles confidential legal or personnel information.) Positions included in the District's position classification plan to be initially deemed to be confidential for the purpose of this resolution are the General Manager, Assistant General Manager, Finance Manager/CFO, and Human Resources Director, with additional positions to be possibly added in the future as provided above.

G. Employee, Management – includes:

1. An employee having significant responsibility for the formulation and/or administration of program objectives and/ or the development of policies and procedures for their accomplishment. Management Employees include, but are not limited to: the General Manager, Assistant General Manager, Finance Manager/CFO, Human Resources Director, Public Affairs Director, Resource & Analytics Director, Facilities Manager, Engineering/Grant Manager, Operations Manager, Information Technology Manager, Construction Supervisor, Maintenance Supervisor, Water Quality/Regulatory Affairs Supervisor, Customer Care Supervisor, Accounting Supervisor, Resource and Analytics Supervisor and Customer Finance Supervisor.

2. Any employee having authority to exercise independent judgment in carrying out District policy to hire, transfer, suspend, lay off, recall, promote, discharge, assign, award or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not a merely routine and clerical nature, but requires the use of independent judgment.

H. Employee, Professional – means employees engaged in work requiring specialized knowledge and skill attained through completion of a recognized course of instruction, including, but not limited to, attorneys, planners, librarians, analysts, engineers, recreation specialists, teachers and various types of physical, chemical and biological scientists.

I. Employee Organization – means any organization which includes employees of the District, and which has as one of its primary purposes representing such employees in their employment relations with the District.

J. Employer-Employee Relations – means the relationship between the District and its employees and their Employee Organization, or when used in a general sense, the relationship between District management and individual employees or Employee Organizations.

K. Exclusively Recognized Employee Organization – means a sole employee organization certified as the representative of all employees in a unit or units, whether or not those employees are its members, and having the exclusive right and duty to meet and confer in good faith on behalf of said employees concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing said employees.

L. Filing Period – means the period between November 1st and December 31st of every year following the adoption of this Resolution during which Employee Organizations may submit petitions to be recognized, decertified, or modified, or the period within which an Employee Organization may propose to modify any existing unit of representation.

M. Fiscal Year – means the Fiscal Year for the District which is the period including January 1st through and including December 31st of every year.

N. Impasse – means that the representatives of the District and an Exclusively Recognized Employee Organization have reached a deadlock or point in their meeting and conferring in good faith at which differences in positions on matters to be included in a memorandum of understanding or on more general mandatory bargaining matters within the scope of representation, and concerning that which they are required to meet and confer, are so substantial or prolonged that future meetings would be futile.

O. Mediation or Conciliation – means the efforts of an impartial third person or persons, functioning as intermediaries, to assist the District and an Exclusively Recognized Employee Organization in reaching a voluntary resolution to an impasse, through interpretation, suggestion, and advice. As used herein, Mediation and Conciliation are interchangeable terms.

P. Meet and Confer in Good Faith – (sometimes referred to herein as "Meet and Confer" or "Meeting and Conferring") means performance by duly authorized

District and Exclusively Recognized Employee Organization representatives of their mutual obligations. The District and a representative of an Exclusively Recognized Employee Organization shall have the mutual obligation personally to meet within the time periods established by Section 1.6 of this Resolution upon request, exchange information on matters within the scope of representation, including wages, hours and other terms and conditions of employment, in a good faith effort to 1) reach agreement on those matters within the authority of such representatives, 2) freely exchange information, opinions and proposals, and 3) reach agreement in the form of a tentative agreement and/or a memorandum of understanding, on what will be recommended to the Board on those matters within the decision making authority of the Board. This does not require either party to agree to a proposal or to make a concession.

Q. Memorandum of Understanding – means a written document jointly prepared by the District's Employee Relations Officer, or designee(s), and a Recognized Employee Organization or Exclusively Recognized Employee Organization enumerating any agreement reached as the result of meeting and conferring on matters within the scope of representation, and the same signed by the parties involved and ratified by the majority of the relevant bargaining unit and approved by the Board.

R. Employee Relations Officer – means the District's principal representative in all matters of employer-employee relations designated pursuant to Section 2.1, or his or her duly authorized representative.

S. Proof of Employee Support – means (1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee or (2) a verified authorization petition or petitions recently signed and personally dated by an employee.

T. Resolution – means, unless the context indicates otherwise, this Resolution.

U. Scope of Representation – means all matters relating to employment conditions, and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. District rights as defined herein in Section 1.5 are excluded from the scope of representation.

V. Tentative Agreement – means a written agreement reached by the authorized labor relations representatives of the District and an Exclusively Recognized Employee Organization that has been ratified by the members of the affected represented employee organization(s) and signed by the labor representatives of the District and an Exclusively Recognized Employee Organization, which is intended to be considered by Board at a duly noticed public meeting for acceptance and adoption or rejection.

W. Days – means calendar days unless otherwise stated.

Section 1.4. Employee Rights

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of the exercise of these rights.

Professional Employees shall not be denied the right to be represented separately from non-professional employees by an employee organization consisting of such Professional Employees.

No Management or Confidential Employee may represent any employee organization, which represents other non-Management, or non-Confidential employees of the District, on matters within the scope of representation, unless as permitted by the District's Personnel Rules, and no Management or Confidential Employee may engage in any activity with or on behalf of any employee organization which would result in an actual or apparent conflict of interest, as determined by the District's Employee Relations Officer, which includes sharing confidential labor relations information derived from their confidential status with anyone outside the District's authorized labor representatives and designated confidential employees.

Section 1.5. District Rights and Responsibilities

The District, on its own behalf and on behalf of its electors, has and will retain all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and the constitution of the State of California, the Constitution of the United States, the District's Rules and Regulations and any modifications made thereto and any resolution passed by District officials. Nothing in this Resolution shall be construed to limit or impair the right of the District to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it to be in the public interest to do any or all of the following:

A. To manage the District generally and to determine issues of policy;

B. To determine the necessity or organization of any service or activity conducted by the District and expand or diminish services;

C. To determine and change the facilities, methods, means and personnel by which District operations are to be conducted;

D. To determine and change the number of locations, relocations, and types of operations, and the processes and materials to be included in carrying out all District functions including, but not limited to, the right to contract for or subcontract any work or operation; without prejudice to the right of the employee organization to thereafter meet and confer on the effect thereof;

E. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the District, and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;

F. To relieve employees from duty because of lack of work or similar non-disciplinary reasons;

G. To discharge, suspend or otherwise discipline employees for proper cause;

H. To determine job classifications;

I. To hire, transfer, promote, and demote employees for non-disciplinary reasons;

J. To determine policies, procedures and standards for selection, training and promotion of employees;

K. To establish employee performance standards including but not limited to quality and quantity standards;

L. To maintain order and efficiency of its facilities and operations;

M. To take any and all necessary actions to carry out its missions in emergency and other situations of unusual or temporary circumstances;

N. To exercise complete control and discretion over its organization and the technology of performing its work and services; and

O. To establish reasonable work and safety rules and regulations in order, to maintain the efficiency and economy desirable in the performance of District services.

Section 1.6. Meet and Confer

A. The District, through its representative(s), shall meet and confer in good faith with Employee representative(s) of any Recognized Employee Organization or Exclusively Recognized Employee Organization regarding matters within the scope of representation for its members or for all employees, whichever applies, in the unit for which such organization is recognized.

B. Where a Recognized Employee Organization or Exclusively Recognized Employee Organization desires to meet and confer with the District, through its representative(s), on matters within the scope of representation, said organization shall make a request in writing and specify the subjects to be discussed.

C. The Recognized Employee Organization or Exclusively Recognized Employee Organization shall submit any and all request(s) to meet and confer on matters within the scope

of representation that have a fiscal impact and are not currently accounted for in the current budget in the manner specified below:

1) By August 1st if it intends to have the requested item(s) considered for the budget for the next fiscal year, or, if there is a Memorandum of Understanding in existence between the parties, for the fiscal year following the expiration date of the Memorandum of Understanding, where August 1st immediately precedes the commencement of said fiscal year.

2) Written requests submitted by the Recognized Employee Organization or Exclusively Recognized Employee Organization may be changed during the meet and confer process so long as the total cost of the requests as changed does not exceed the cost of the requests made as of August 1st, or as of any other extension of time agreed upon by the parties.

3) Promptly after such written requests have been made, a meeting shall be arranged at a time and place mutually satisfactory to the parties involved.

4) The meet and confer process discussed in this Section 1.6(C) shall be completed by October 31st immediately preceding the commencement of the fiscal year in which the changes and/or requests are to become effective, or by any other extension of time as agreed upon by the parties in writing. In the event the meet and confer process has not been completed or an agreement is not reached within the time period(s) set forth in this Section 1.6(C), either party may declare an Impasse and initiate Impasse procedures in accordance with Article IV.

D. Where the District proposes to take action on matters regarding wages, hours, and other terms and conditions of employment within the scope of representation, whether such action be by ordinance, resolution, rule, or regulations, reasonable written notice shall be given to each Recognized Employee Organization or Exclusively Recognized Employee Organization affected thereby, and each shall be given the opportunity to meet and confer with the District, through its representative(s), prior to the adoption of same. In cases of emergency when the Board determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or meeting with any Recognized Employee Organization or Exclusively Recognized Employee Organization, the District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of the same.

1) In the event the District gives notice of an anticipated action pursuant to this Section, the District may specify in said notice a reasonable period of time within which the meet and confer process must be completed.

2) If a Recognized Employee Organization or Exclusively Recognized Employee Organization fails to deliver to the District a written request for a meeting within seven (7) days after receipt of the notice given by the District, or within such other noticed time as specified by the District due to an emergency, said employee organization(s) shall be deemed conclusively to have waived any right to meet and confer as to any matter noticed by the District pursuant to this Section.

E. If a Tentative Agreement is reached by the authorized representatives of the District and an Employee Organization and ratified by the Employee Organization, the Board shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. If the Board accepts the Tentative Agreement, then the parties shall jointly prepare a written Memorandum of Understanding, signed by the District's representatives and the duly authorized Employee representatives, which shall be brought back for approval, adoption and implementation by the Board. Said Memorandum of Understanding shall not be binding until approved and adopted by the Board.

F. If a side-letter agreement is reached by the representatives of the District and any recognized employee organization, all agreed matters shall be incorporated as joint recommendations to the Board in a written side-letter agreement signed by the District's representatives, and the duly authorized employee representatives, and ratified by the members of the recognized employee organization. Said side letter agreement shall not be binding until approved and adopted by the Board.

Section 1.7. Consultation in Good Faith

The District, through its representatives, shall consult in good faith with representatives of Recognized Employee Organizations or Exclusively Recognized Employee Organizations prior to the modification of any rules and regulations for the administration of employer-employee relations, including any amendments to this Resolution.

ARTICLE II: REPRESENTATION PROCEEDINGS

Section 2.1. Designation of Employee Relations Officer

Unless otherwise specifically designated by the Board, the District's General Manager or such representative as he or she may designate in writing, is hereby designated the District Employee Relations Officer ("DERO"), who shall be the District's principal representative on all matters of employer/employee relations, with authority to meet and confer in good faith on matters within the scope of representation, including wages, hours and other terms and conditions of employment. The DERO may adopt reasonable rules and regulations for the conduct of elections provided for in Section 2.8.

Section 2.2. Designation of Confidential and Management Employees

A. The DERO is authorized to designate, from time to time, and after consultation with any affected recognized employee organization, Confidential Employees and Management Employees, as defined in Section 1.3 of this Resolution, and may at any time revoke such designations. Upon such designation being made, the DERO may assign such Confidential Employee to an appropriate confidential representation unit and such Management Employee to an appropriate management employee unit, if applicable and/or appropriate. Upon revocation of such designation as a Confidential or Management Employee, the DERO shall assign the affected employee to an appropriate representational unit.

B. The DERO may, from time to time, combine, alter or modify confidential employee representation units, and after consultation with any Recognized Employee Organization or Exclusively Recognized Employee Organizations concerned, combine, alter or modify management employee representation units.

C. Any Recognized Employee Organization or Exclusively Recognized Employee Organizations directly affected by an action taken by the DERO in accordance with subsection A or B above may appeal such decision in accordance with Section 2.13 to the DERO from such action. Failure to initiate an appeal within thirty (30) days shall be deemed a waiver of the organization's right to appeal the action of the DERO.

D. No action taken by the DERO in accordance with subsection A or B above shall have force and effect until expiration of the 30-day appeal period prescribed in subsection C above. If an appeal from such action is filed by an employee organization within the thirty (30) day time period prescribed above, such action shall not become effective pending hearing of the appeal and completion of the impasse procedure if invoked.

Section 2.3. Employee Unit of Representation

A. The District currently has no Bargaining Units and no Recognized Employee Organizations.

B. New or subsequently different or modified employee units of representation may be created by action of the Board as it deems appropriate, upon the District's own written notice

given to the appropriate employee organization or upon a petition filed by an employee organization pursuant to Section 2.4 of this Resolution. In making its determination, the Board will investigate and consider the following factors:

1) Whether and which employees share a similar community of interests, kinds of work performed, types of qualifications required, and general working conditions;

2) The District's needs to maintain an efficient operation;

3) The units of representation historically recognized by the District, except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized;

4) Consistency with the organizational patterns of the District;

5) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and

6) Other matters considered relevant by the District to promoting sound employer-employee relations and efficient operation of the District.

Section 2.4. Requirements For and Process of Becoming a Recognized or Exclusively Recognized Employee Organization

A. Only one employee organization shall be recognized as an employee organization representing employees in a unit and, after the effective date of this Resolution, only exclusive recognition on behalf of a unit established in accordance with this Resolution or amendment hereto shall be conferred.

B. Process of Becoming Recognized. An employee organization seeking to become certified as the Exclusively Recognized Employee Organization representing employees in an appropriate unit shall file a petition ("Recognition Petition") with the DERO during the Filing Period. The Recognition Petition shall contain all of the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

1) Name and address of the employee organization;

2) Names and titles of its officers;

3) Names of employee organization representatives who are authorized to speak on behalf of the organization;

4) Names and addresses of no more than two (2) employee representatives to whom notices, if sent pursuant to this Resolution, will be deemed sufficient notice to the employee organization for any purpose;

5) A copy of the employee organization's current constitution and bylaws, which shall contain a statement that the employee organization has, as one of its primary purposes, the representation of employees in their employment relations with the District;

6) A statement whether the employee organization is a subordinate body of, or affiliated directly or indirectly in any manner with, any regional or state or international organization and, if so, the name and address of each such regional, state, national, or international organization;

7) A statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person;

8) The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein;

9) A statement that the employee organization has in its possession Proof of Employee Support to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the DERO or to a representative of the California State Mediation and Conciliation Service; and

10) A request that the DERO formally acknowledge the employee organization as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

Section 2.5. District Response to Recognition Petition for an Exclusively Recognized Employee Organization

A. Upon receipt of the Recognition Petition, the DERO shall determine whether:

1) The Recognition Petition satisfies the requirements of Section 2.4 B.

2) The proposed representation unit is an appropriate unit, in accordance with Section 2.3.

B. If an affirmative determination is made by the DERO on the foregoing matters listed in subsection A above, then the DERO shall inform the petitioning employee organization, give written notice of the Recognition Petition to all the employees in the unit and any other employee organization(s) representing any employee in the same unit, and take no action on said request for thirty (30) days thereafter.

C. If either of the foregoing matters listed in subsection A above are not affirmatively determined, then the DERO shall deny the Recognition Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Recognition Petition. All defaults must be cured, and a valid Recognition Petition must be submitted by the end of the Filing Period, unless the submission deadline is extended by the DERO, who shall not extend the cure period more than fifteen (15) days beyond the end of the Filing Period. Neither the DERO nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Recognition Petition.

D. The petitioning employee organization may appeal such determination in accordance with Section 2.13.

Section 2.6. Open Period for Filing Challenging Petition to an Exclusively Recognized Employee Organization

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition evidencing Proof of Employee Support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 2.4. If such challenging petition seeks establishment of an overlapping unit, the DERO shall call for a meeting on such overlapping Recognition Petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Board shall determine the appropriate unit or units in accordance with the standards in Section 2.3. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the DERO to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 2.13.

Section 2.7. Granting Recognition to an Exclusively Recognized Employee Organization Without an Election

If the Proof of Employee Support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization files a challenging petition, the petitioning employee organization and the DERO shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy, and propriety of the Proof of Employee Support. If the neutral third party makes an affirmative determination, then the DERO shall certify the petitioning employee organization as the Exclusively Recognized Employee Organization for the appropriate unit.

Section 2.8. Granting Recognition to an Exclusively Recognized Employee Organization Through an Election Process

A. Upon the submission of valid Recognition Petitions of more than one employee organization for employees in the same or overlapping units, the DERO shall arrange for a secret ballot election to be conducted by the District Clerk or such other third party agreed to by the DERO and the concerned employee organization(s), in accordance with such party's rules and procedures, subject to the provisions of this Resolution. All employee organizations who have duly submitted Recognition Petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election shall be those persons employed in regular, permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election, if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election are applicable to a run-off election.

B. There shall be no more than one election under this Resolution pursuant to any Recognition Petition in a twelve (12) month period affecting the same unit.

C. In the event that the parties are unable to agree on a third party to conduct the election, the election shall be conducted by the California State Mediation and Conciliation Service. If a third party conducts the election, then the costs of conducting elections shall be borne in equal shares by the District and by each employee organization appearing on the ballot.

D. An Exclusively Recognized Employee Organization of the unit for which a decertification election is being conducted shall also appear on the ballot, unless within fourteen (14) days of receipt of the notice of the Decertification or Recognition Petition, or notice of the unit determined by the Board, whichever is later, said employee organization provides written notice to the DERO that it does not intend to participate in the election. Notice of the intention not to participate in the election shall constitute withdrawal from representation of the unit effective the date the notice of intention not to participate in the election is received by the DERO.

E. The DERO shall announce the date of the election and the voting location or locations at least twenty-eight (28) days before the date of such election. Employees shall vote in person.

Section 2.9. Procedure for Decertification of Exclusively Recognized Employee Organization

A. A decertification petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit ("Decertification Petition") may be filed with the DERO only during the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but no more than ninety (90) days, prior to the expiration date of a Memorandum of Understanding then in effect, provided that a Decertification Petition may not be filed within twelve (12) months of initial recognition of an Exclusively Recognized Employee Organization. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

1) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

2) The name of the established appropriate unit and the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

3) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

4) Proof of Employee Support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the DERO or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section. An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a petition under this Section in the form of a Recognition Petition that evidences Proof of Employee Support of at least thirty (30) percent, that includes the allegation and information required under this Section, and otherwise conforms to the requirements of Section 2.4.

B. The DERO shall initially determine whether the Decertification Petition has been filed in compliance with the applicable provisions of this Resolution.

1) If the foregoing matters listed in subsection A above are not affirmatively determined, then the DERO shall deny the Decertification Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Decertification Petition. Neither the DERO nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Decertification Petition.

2) If the foregoing matters listed in subsection A of this section are affirmatively determined by the DERO, or if his/her negative determination is reversed on

appeal, then the DERO shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees. The DERO shall thereafter arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 2.8.

3) The petitioning employee organization may appeal such determination in accordance with Section 2.13.

C. During the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but more than ninety (90) days, prior to the expiration of a Memorandum of Understanding then in effect, the DERO may give written notice of the District's specific intent to the affected employee organization, when the DERO has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to said organization and all unit employees that an election will be arranged and held by the DERO to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with Section 2.4B, which the DERO shall act on in accordance with this Section.

D. If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 2.10. Procedure for Modification of Established Appropriate Units

A. Requests by employee organizations for modifications of established appropriate units ("Modification Petition") may be considered by the DERO. The Modification Petition shall be submitted during the Filing Period or the twenty-nine (29) day period less than one-hundred twenty (120) days, but not more than ninety (90) days prior to the expiration of a Memorandum of Understanding then in effect. The Modification Petition shall be in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 2.4B, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 2.3. The DERO shall process the Modification Petition consistent with the requirements applicable to a Recognition Petition under this Resolution.

B. Proof of Support: When an employee organization requests the addition of classifications or positions to its established unit, and the addition of the positions would increase the existing unit size by ten (10) percent or more, the DERO will require proof of majority support of persons employed in the classifications or positions to be added. The DERO will require proof of at least thirty (30) percent support among the affected employees if a pending representation petition by another employee organization overlaps the positions at issue in the unit modification petition.

C. At any time, the DERO may, by giving written notice of District's intent to the affected employee organization, propose that an established unit be modified. The DERO shall give written notice of the proposed modification(s) to any affected employee organization(s), and each employee within said affected unit or units, and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the DERO shall determine the composition of the appropriate unit or units in accordance with Section 2.3 and shall give written notice of such determination to the affected employee organizations.

1) The DERO's determination may be appealed in accordance with Section 2.13.

2) If a unit is modified pursuant to the written notice of the DERO hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.4.

Section 2.11. Procedure for Processing Severance Requests

A. An employee organization may file a request to become the Exclusively Recognized Employee Organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another Exclusively Recognized Employee Organization ("Severance Request"). The timing, form, and processing of the Severance Request shall be as specified in Section 2.10 for a Modification Petition.

B. Proof of Support: When an employee organization requests severance of classifications or positions to its established unit, and the severance of the positions would decrease the existing unit size by ten (10) percent or more, the DERO will require proof of majority support of persons employed in the classifications or positions to be severed. The DERO may require proof of at least thirty (30) percent support among the affected employees. The DERO's determination may be appealed in accordance with Section 2.13.

Section 2.12. Amendment of Certification

A. Employee Organization Petition

1) An Exclusively Recognized Employee Organization shall file with the DERO a petition to amend its certification or recognition ("Amendment Petition") in the event of a merger, amalgamation, change in affiliation, or transfer of jurisdiction.

2) The Amendment Petition shall be in writing, signed by an authorized agent of the employee organization, and contain the following information:

(a) The name, address and telephone number of the employee organization and the name, address and telephone number of the agent to be contacted;

(b) A brief description and the title of the established unit;

(c) A clear and concise statement of the nature of the merger, amalgamation, affiliation, or other change in jurisdiction, and the new name of the employee organization. The statement shall include the following information:

(i) Whether the new organization has the same structure as the former organization (e.g., eligibility for membership, dues/fees structure, continuation of the manner in which contract negotiations, administration and grievance processing will be effectuated), and if not, an explanation of the change(s) in structure;

(ii) Whether the officers and representatives of the new organization are the same as the former organization, and if not, a specification of the changes in officers and/or representatives;

(iii) Whether the power of the members to control the organization's agents is the same as it was in the former organization (e.g., input into contract proposals, contract ratification, frequency of membership meetings, preservation of the former organization's physical facilities, books, and assets, choosing/oversight of executive board members), and if not, a specification of what changes have been made; and

(iv) Whether the organization's members were given an opportunity to vote on the change in status, and if so, a description of the voting process and results.

B. Review Process

1) Upon receipt of a petition filed pursuant to Section 2.12 A above, the DERO shall conduct such inquiries and investigations, and hold such meetings as deemed necessary and/or conduct a representation election in order to decide the questions raised by the Amendment Petition.

2) The DERO may dismiss the Amendment Petition if the petitioner has no standing to petition for the action requested or if the Amendment Petition is improperly filed.

3) In determining whether to grant the Amendment Petition, the DERO will examine the following issues:

(a) Whether the new organization has the same or similar structure as the former organization;

(b) Whether the officers and representatives of the new organization are substantially the same as the former organization;

(c) Whether the power of the members to control the organization's agents are substantially the same; and

(d) Whether the organization's members were given an opportunity to vote on the change in status.

C) Determination

1) Unless the DERO finds that there is no substantial continuity of identity and representation between the former and new organizations, the DERO will issue an amendment of certification reflecting the new identity of the Exclusively Recognized Employee Organization. Such certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to Section 2.9. The terms and conditions of a Memorandum of Understanding then in effect shall remain in effect until said Memorandum of Understanding expires.

2) If the DERO determines that there is no substantial continuity of identity and representation between the former and new organizations, then the DERO shall order an election in conformance with Section 2.9.

3) The DERO's determination may be appealed in accordance with Section 2.13.

Section 2.13. Appeals

A. Within fifteen (15) days of a final decision of the DERO, (i) an employee organization aggrieved by a determination of an appropriate unit or that a Recognition Petition (Sec. 2.4), Challenging Petition (Sec. 2.6), Decertification Petition (Sec. 2.9), Modification Petition (Sec. 2.10), Severance Request (Sec. 2.11), or Amendment Petition (Sec. 2.12) has not been filed in compliance with Article II; or (ii) employees aggrieved by a determination that a Decertification Petition (Sec. 2.9) or Severance Request (Sec. 2.11) has not been filed in compliance with Article II, may request to submit the matter to mediation by the State Mediation and Conciliation Service. In lieu thereof, or fifteen (15) days after such mediation proceedings, said employee organization or employees may appeal such determination to the Board for final decision.

B. Appeals to the Board shall be filed in writing with the District Clerk, and a copy thereof served on the DERO. The Board shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding. Any costs for the appeal shall be borne equally by the District and the appealing employee organization.

ARTICLE III. ADMINISTRATION

Section 3.1. Submission of Current Information by Employee Organizations

All Recognized and Exclusively Recognized Employee Organizations shall advise the DERO in writing immediately of any changes in the information enumerated in Section 2.4 C within fourteen (14) days of such change.

Section 3.2. Employee Organization Activities – Use of District Resources

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them, shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not to such internal employee organization business as soliciting membership, campaigning for office, or organization meetings and elections, and shall not interfere with the efficiency, safety, and security of District operations.

ARTICLE IV. IMPASSE PROCEDURES

Section 4.1. Initiation of Impasse Procedures

If the meet and confer process has reached an Impasse, then either party to the negotiations may initiate the Impasse procedure by filing with the other party a written request for an Impasse meeting together with a statement of its position on all remaining disputed issues. An Impasse meeting shall then be scheduled by the DERO forthwith after the date of filing of the written request for such meeting. The purpose of the impasse meeting is two-fold:

(a) To review the position of the parties in a final effort to reach agreement on the negotiable subjects at hand, including but not limited to a Memorandum of Understanding; and

(b) If the Impasse cannot be not resolved, then to discuss arrangements for the utilization of the Impasse procedures provided herein.

Section 4.2. Impasse Procedures

Impasse procedures may be invoked if the matters remaining in dispute are so substantial or prolonged that future meetings would be futile and/or the possibility of a settlement by direct discussion have been reasonably exhausted. The Impasse procedures are as follows:

(a) If the parties agree to submit the dispute to mediation, then mediation will be conducted by a mediator from the California State Mediation and Conciliation Service, unless the parties agree to use another mediator. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If there is a cost for the services of a mediator, then such costs shall be borne equally by the District and the involved employee organization.

(b) If the parties, having so agreed to mediation, fail to resolve the dispute within thirty (30) days after the appointment of the mediator, then the employee organization thereafter may request to submit the Impasse to factfinding, as provided by state law. The parties are free to mutually extend the time limit if confirmed in writing.

(c) If the parties do not agree to mediation, then the employee organization may request to submit the Impasse to factfinding, as provided in Section 4.3 below.

(d) If the Impasse has not been resolved through factfinding, or the employee organization fails to request factfinding, then the Impasse will be sent to the Board, which shall hold a public hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to, unilaterally

implementing its last, best, and final offer or such terms as must be reasonably comprehended from the last, best, and final offer. Any legislative action by the Board on the Impasse shall be final and binding.

Section 4.3. Factfinding Procedures

A. Upon failure to agree to, or upon failure to reach an agreement through, mediation, the employee organization may submit a written request to the DERO and the Public Employment Relations Board for a factfinding panel in accordance with state law:

1) If the dispute was submitted to mediation, then the written request for a factfinding panel must be submitted not sooner than thirty (30) days, but not more than forty-five (45) days, after the appointment of the mediator.

2) If the dispute was not submitted to mediation, then the written request for a factfinding panel must be submitted not later than thirty (30) days following the date that either party provided the other with a written notice of an Impasse and request for an Impasse meeting.

B. The request for fact-finding shall be filed with the Public Employment Relations Board - Los Angeles Regional Office located at 700 N. Central Ave., Glendale, California 91203-3219, with a proof of service, containing a declaration signed under penalty of perjury with the following information: (1) the name of the declarant; (2) the county and state in which the declarant is employed or resides; (3) a statement that the declarant is over the age of 18 years and not a party to the case; (4) the address of the declarant; (5) a description of the documents served; (6) the method of service and a statement that any postage or other costs were prepaid; (7) the name(s), address(es) and, if applicable, fax number(s) used for service on the party(ies); and (8) the date of service. Approval or disapproval of all requests for factfinding shall be in the discretion of the Public Employment Relations Board.

C. Within five (5) working days after notification from the Public Employment Relations Board that the factfinding request has been approved, each party shall select a person to serve as its member of the factfinding panel and notify the Public Employment Relations Board of its selection. The parties shall then select the chairperson by utilizing a strike procedure whereby each side strikes a member of the list provided by PERB until one is selected. Within five (5) working days after a chairperson is selected through this procedure, the parties may alternatively mutually agree upon another person to serve as chairperson. The strike procedure will be initiated by a coin toss by a representative of the District, who shall flip the coin and call the chosen side, witnessed by the employee organization, with the winning party having the election to strike first or second. The costs for the services of the chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be divided equally between the parties. Any other mutually incurred costs shall be divided equally between the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party. The parties are free to mutually extend the time limit if confirmed in writing.

D. Within ten (10) days of its appointment, the factfinding panel shall meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate, including issuance of subpoenas requiring attendance and testimony and production of evidence. The parties are free to mutually extend the time limit if confirmed in writing.

E. Within thirty (30) days of its appointment, or upon agreement by the parties for a longer period, and if the dispute is not settled by the parties within said time period, the factfinding panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. In making its findings and recommendations, the fact-finding panel shall consider the following criteria:

1) State and federal laws that are applicable to the District;

2) Local rules, regulations, or ordinances;

3) Stipulations of the parties;

4) The interests and welfare of the public and the financial ability of the District;

5) Comparison of the wages, hours, and conditions of employment to employees performing similar services in comparable public agencies;

6) The consumer price index for goods and services, commonly known as the cost of living;

7) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received; and

8) Any other facts which are normally or traditionally taken into consideration in making the findings and recommendations.

F. The factfinding panel shall submit its findings and recommendations in writing to the parties prior to making them available to the public for the purpose of resolving the impasse. The District shall make the findings and recommendations available to the public within ten (10) calendar days after its receipt. If the Impasse has not been resolved within ten (10) calendar days after the District's receipt of the factfinding panel findings and recommendations, then the Impasse shall be sent to the Board, which shall then hold a hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom. Any legislative action by the Board on the Impasse shall be final and binding, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section 5.1. Peaceful Performance of District Services

Participation by an employee in any manner, in any strike, work stoppage, slow down, sick-in, or other concerted refusal to work by employees of the District or participation in any manner in any picketing or support of any such strike, work stoppage, slow down, sick-in, or other concerted refusal to work or impediment to work by employees of the District, or participation or inducing other employees of the District to engage in such activities shall subject the employee to disciplinary action up to and including termination. If an Exclusively Recognized Employee Organization, its representatives, or members, engage in, cause, instigate, encourage, or condone, in any manner, any strike, work stoppage, slow down, sick-in, or any other concerted refusal to work by employees of the District or any picketing in support thereof or any other form of interference with or of the peaceful performance of the District services in addition to any other lawful remedies or disciplinary actions, the District General Manager may suspend or revoke the recognition granted such employee organization, may suspend or cancel any or all payroll deductions payable to such organization and prohibit the use of bulletin boards, prohibit the use of District facilities, and prohibit access to former work or duty stations by such organization.

Any decision of the District General Manager made under provisions of this section may be appealed to the District Board by filing a written notice of appeal with the District General Manager accompanied by a complete statement setting forth all the grounds upon which the appeal is based. Such notice of appeal must be filed within seven (7) days after the District General Manager provides to the affected employee organization notice of the decision upon which its complaint is based. If a written notice of appeal is not filed with the District General Manager within seven (7) days, then the decision of the District General Manager shall be deemed final and not subject to any other appeal.

Section 5.2. Rules and Regulations

The Board may from time to time adopt such additional rules and regulations necessary or convenient to implement the provisions of this Resolution and provisions of the MMBA after meeting and consulting with all recognized employee organizations.

Section 5.3. Construction

Nothing in this Resolution shall be construed to deny any person the rights granted by federal and state laws and any policies or provisions of the District's rules and regulations.

The rights, power and authority of the Board on all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

Provisions of this Resolution are not intended to conflict with the provisions of the MMBA or the provisions of the District's personnel system which provides for other methods of administering employee relations.

Section 5.4. Severability

If any provision of this Resolution or the application of such provision to any person or circumstance, shall be held invalid, then the remainder of this Resolution or the application of such provision to persons to circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED on this 26th day of October 2020 by the Board of Directors of the Palmdale Water District.

Vincent Dino, President
Board of Directors
Palmdale Water District

Don Wilson, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
Eric Dunn, District General Counsel

APPENDIX R

DEFENSE AND INDEMNIFICATION OF OFFICERS, DIRECTORS, AND EMPLOYEES AGAINST CLAIMS

Revised 4/12/93

RESOLUTION NO. 93-4

RESOLUTION OF THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT AUTHORIZING DEFENSE AND INDEMNIFICATION OF OFFICERS, DIRECTORS AND EMPLOYEES AGAINST CLAIMS

WHEREAS, Palmdale Water District is a public entity, claims against which are governed and controlled by Division 3.6 of the Government Code of the State of California, Sections 810 et seq.;

WHEREAS, employees, officers and directors of Palmdale Water District are not vicariously liable for injuries caused by acts or omissions of Palmdale Water District pursuant to Section 820.9 of the Government Code of the State of California, but said statute does not exonerate employees, officers or directors from liability for injury caused by their own wrongful conduct.

WHEREAS, from time to time as claims are made against Palmdale Water District, claims are or may also be made by claimants against employees or former employees, officers or former officers of Palmdale Water District or members or former members of its Board of Directors;

WHEREAS, exposure to claims, suits and related costs and expenses, may be a significant deterrent to qualified persons accepting employment with Palmdale Water District or seeking election or accepting appointment to office or to the Board of Directors of Palmdale Water District;

WHEREAS, under certain terms and conditions specified in Section 825 of the Government Code of the State of California, the Palmdale Water District can defend and pay any judgment, compromise or settlement of claims or actions against it and/or any employee, officer or director or former employee, officer or director based upon acts and/or omissions occurring within such employee's, officer's or director's scope of employment; and

WHEREAS, it is in the best interests of Palmdale Water District to adopt an express policy concerning defense and indemnity of its employees, former employees, officers or former officers and members or former members of its Board of Directors to the fullest extent permitted by law,

NOW THEREFORE BE IT RESOLVED, that Palmdale Water District shall pay all costs of defending any employee, former employee, officer or former officer, director or former director against any claim or action against him or her for an injury arising out of an act or omission occurring within the scope of his or her employment or official actions as an officer or a member of the Board of Directors, provided request therefor is made in writing delivered to Palmdale Water District not less than ten days before the day of trial of said claim or action;

FURTHER RESOLVED, provided said such employee, former employee, officer, former officer, director, or former director reasonably cooperates in good faith in the defense of

said claim or action, Palmdale Water District shall pay any judgment based thereon or any compromise or settlement of such claim or action for and on behalf of such employees, former employees, officers, former officers, directors or former directors;

FURTHER RESOLVED, that when Palmdale Water District conducts the defense of an employee, former employee, officer, former officer, director or former director with such person's reasonable good faith cooperation, Palmdale Water District shall pay any judgment based thereon or any compromise or settlement of the claim or action, unless Palmdale Water District and such employee, former employee, director or former director have entered into an agreement by which Palmdale Water District reserves its rights not to pay such judgment, compromise or settlement until it is established that the alleged injury arose out of an act or omission occurring within the scope of such employees' or former employees' employment or the official acts of such directors or former directors;

FURTHER RESOLVED, that in claims or actions against employees, former employees, officers, former officers, directors or former directors where Palmdale Water District conducts the defense, Palmdale Water District also shall pay such part of any judgment, compromise or settlement which is for punitive or exemplary damages if the Board of Directors of Palmdale Water District, acting in its sole discretion, finds all of the following:

1. That the judgment compromise or settlement is based upon an act or omission of an employee, former employee, director or former director acting within the course and scope of his or her employment or in the performance of his or her official duties as an officer, former officer, director or former director of Palmdale Water District;

2. At the time of the act or omission giving rise to the liability, the employee or former employee, officer or former officer, director or former director acted, or failed to act, in good faith, without actual malice and in the apparent best interests of Palmdale Water District; and

3. Payment of the judgment, compromise or settlement, including such amount as is specified for punitive or exemplary damages, would be in the best interests of Palmdale Water District.

PASSED and ADOPTED this 20th day of April, 1993

Leslie G. Carter
President

Attest:

Secretary

PALMDALE\INDEMNIF.R1

APPENDIX S

APPLICATIONS FOR RESIDENTIAL AND COMMERCIAL PROPERTIES

AND

POLICY FOR NEW SERVICES

Single-Family Residence Water Service Application

2029 East Avenue Q Palmdale, CA 93550 | Phone:661-947-4111 Fax: 661-947-8604 | www.palmdalewater.org

Service Address:

Owner's Name:

Date of Birth

Social Security/Tax ID #:

Driver License #:

Requested Service Date:

Home Phone#:

Cell Phone#:

I agree to receive information via text: Yes ☐ No ☐

Work or Office Phone#:

Email:

Mailing Address: (If different than service address)

The applicant agrees to comply with the District's Rules and Regulations (available for review upon request or at www.palmdalewater.org). Confirmation email will be sent when application is processed.

Signature:

On our first visit to activate your service, the District can assist you in determining if you have an isolation valve. However, someone must be present at the time. Would you like this assistance? ***YES*** ☐ ***NO*** ☐

Deposit / Credit Check Authorization

A deposit of $200 is required when applying for water service. However, by signing below you hereby authorize the District to inquire into your credit history to determine if a deposit is required.

I hereby authorize Palmdale Water District to run a credit inquiry: YES ☐ **NO** ☐

Previous Address:

Signature:

Do not attempt to turn on your water service yourself:
If a consumer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. Also, owners requesting service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the owners' property.
If this property is to be a rental, you have the option to request a courtesy copy for your tenant and must submit the Tenant Limited Account Access Authorization form.

For District Use Only
Processed by:_____ Date:_____ Account #:_____
(Initials)

SINGLE FAMILY RESIDENCE
OWNERS OF PROPERTY MUST APPLY FOR WATER SERVICE

Requirements to process your application

1. Complete and sign the application.
2. Provide proof of ownership documentation (final settlement statement, deed of trust or water letter from escrow).
3. Copy of valid owner's government issued ID for signature verification.
4. If a Property Management Company is applying for service, a copy of the management agreement is needed.
5. If the owner of the property is a company, a copy of articles of incorporation listing owners and authorized signers is needed (only those authorized may sign on behalf of the company).

Once you have all necessary documents and a fully completed, application you can:

1. Turn in all documents in person at our office located at 2029 E Avenue Q, Palmdale CA, 93550. (Open Monday through Thursday 8:00 AM to 6:00 PM; **for same day service, applications must be processed by 4:30 PM).
2. Send documents via fax to 661-947-8604; this process may take up to 2 business days.

To avoid delays, please complete, sign the application and provide all required documentation.

Application fees:

- Account setup charge is **$25.00**
- Deposit of **$200.00** (refundable upon meeting District criteria).

Palmdale Water District offers the option of running a check on your credit history in lieu of the deposit requirement to determine credit worthiness in which case the initial deposit may be waived. CREDIT WORTHINESS - As established by the District's Rules and Regulations as follows:

- At least two (2) years of established credit history through a credit reporting agency.
- Applicant's whose info is verified as satisfactory pursuant to PWD's on-line services program will qualify for the waiver of deposit.

If you would like the District to run a credit inquiry, please fill out the bottom section on the attached Application form. If the credit inquiry determines a deposit is needed, based on the District's Rules and Regulations, a representative will contact you to advise you of such. Credit inquiries are unavailable to Multifamily, Commercial properties or for business applicants.

We ask that an adult be present at the time of service turn-on (if water is off at the meter). Customers who request activation of service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the customer's property.

****Do not attempt to turn on your Water Service Yourself!**

If a consumer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current property owner.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Authorization for Tenant's Limited Account Access

Tenant Information:

Rental Property Address: _____

Name: _____ Water Account Number: _____

Cell Phone Number: _____ Home Phone Number: _____

Email: _____ Last 4 digits of Social Security Number: _____

Tenants Mailing Address (If different than rental address):

_____

From the following list, please select the item(s) you are allowing your tenant to have access to:

Would you like your tenant to receive a courtesy copy of the bill? Yes_____ No_____

_____ Authorization to waive late fee and shut-off notice fee.

_____ Authorization to make payment extensions and/or special payment arrangements on account.

_____ Please inform me when any of the approved arrangements are made.

Please note that all miscellaneous charge waivers and account payment arrangements will be considered in accordance to PWD policies and procedures.

By signing this form, I further understand that as the property owner(s), I remain responsible for all outstanding balances of the water service account at the above address. Residential water service requires services to be provided on account of the property owner. I, _____, hereby certify I am the owner on record of the property listed above.

Property Owner Signature: _____ Date:

========== Detach this section if a copy of this form is being given to tenant. ==========

Owner Information:

Name: _____ E-mail: _____

Owner's address: _____

Cell Phone Number: _____ Home Phone Number: _____

Last 4 digits of Social Security or Tax ID: _____ Driver's License #: _____

SOLICITUD PARA SERVICIO RESIDENCIAL

2029 East Avenue Q Palmdale, CA 93550 | Phone: 661-947-4111 Fax: 661-947-8604 | www.palmdalewater.org

Dirección del servicio:

Nombre del dueño:

Fecha de nacimiento:

Número de seguro social:

Número de licencia de conducir:

Fecha para abrir la cuenta:

Teléfono de casa:

Teléfono celular:

Doy mi autorización para recibir mensajes de texto: Si ☐ No ☐

Teléfono de oficina ó trabajo:

Correo electrónico:

Dirección para recibir correspondencia:

El solicitante está de acuerdo en cumplir sus obligaciones conforme a las reglas y regulaciones del Distrito, disponibles para su revisión en el momento que lo solicite y también en www.palmdalewater.org.

Firma:

En nuestra primer visita, al momento de activar el servicio, podemos ayudarle a buscar la llave de paso, si su propiedad cuenta con una. Pedimos que una persona adulta se encuentre en casa. Por favor háganos saber si necesita que el técnico le asista en encontrar la llave de paso. ***Si*** ☐ ***No*** ☐ ***Se enviará un correo electrónico de confirmación cuando se procese la solicitud***

Depósito/Autorización para revisar el crédito

Se require un depósito de $200.00 para cuentas residenciales, si el cliente lo solicita podemos revisar el historial de su crédito, el resultado de la revisión del crédito debe mostrar por lo menos dos años con crédito establecido y (0) cero bajo las columnas de negativos, públicos y colecciones. Si desea que su crédito sea revisado por favor complete la siguiente información:

Autorizo al Distrito de Palmdale Water para que revise mi crédito: Si ☐ **No** ☐

Dirección anterior:

Firma:

NO TRATE DE ABRIR EL SERVICIO USTED MISMO:

Si se determina que un consumidor es responsable de cualquier daño causado a la propiedad del Distrito, dichos daños serán reembolsados al Distrito a costo más gastos administrativos. Además, los propietarios que soliciten el servicio serán responsables de los daños resultantes de dicha activación debido a tuberías y/o accesorios abiertos o defectuosos en la propiedad de los propietarios.

NOTA: Si esta propiedad va a ser arrendada, tiene la opción de solicitar una copia de cortesía de la factura para el inquilino y llenar la **forma de autorización y accesso limitado a la cuenta.** Esta forma se puede obtener en persona, por teléfono ó visitando nuestra página web.

For District Use Only

Processed by:_____ Date:_____ Account #:_____

(Initials)

SERVICIO RESIDENCIAL
SOLO EL PROPIETARIO LEGAL PUEDE SOLICITAR SERVICIO

Requisitos para procesar su solicitud de servicio.

1. Llenar y firmar la solicitud.
2. Proveer documentación que compruebe ser dueño de la propiedad (cierre de escrow ó statement final de escrow ó título de la propiedad).
3. Copia del documento de identidad emitido por el gobierno válido para la verificación de la firma
4. Si la persona que llenó la solicitud es el administrador de la propiedad necesitamos copia del contrato de gestación de la propiedad.
5. Si el dueño de la propiedad es una compañía, necesitamos copia de los artículos de incorporación de la compañía con nombres y firmas autorizadas. (Sólo los nombres autorizados pueden firmar en nombre de la compañía.)

Una vez que tiene la solicitud completa y la documentación requerida puede:

1. Presentarse en persona en nuestra oficina ubicada en el 2029 E Avenue Q, Palmdale Ca. 93550. De Lunes a Jueves de 8:00 AM a 6:00 PM. (Para abrir el servicio el mismo día la solicitud debe ser procesada antes de las 4:30 pm)
2. Mandarla vía fax 661-947-8604, este proceso podría durar hasta 2 dias hábiles.

PARA EVITAR RETRASOS EN EL PROCESO FAVOR DE MANDAR SU SOLICITUD COMPLETA, FIRMADA Y CON LA DOCUMENTACION NECESARIA.

Costos de procesamiento:

- El costo por procesar la solicitud es de **$25.00**
- Depósito inicial **$200.00** (reembolsables si la cuenta cumple los requisitos.)

El Distrito del agua de Palmdale brinda la opción de revisar el historial de crédito del cliente, con el fin de determinar la solvencia del crédito. El cliente puede ser exento del pago del depósito inical siempre y cuando reuna los siguientes requisitos:

- Por lo menos dos (2) años de crédito establecido reportado a las agencias de crédito.
- Mostrar cero (0) bajo las columnas de negativos, públicos ó colecciones.
- Bajo la columna de historia de pagos el reporte de crédito debe que los pagos se hayan hecho a tiempo.

Si gusta que el Distrito revise su crédito favor de llenar y firmar la porción de la solicitud (página anterior) donde nos dá la autorización para hacerlo. Si después de revisar su crédito y de acuerdo a las regulaciones del Distrito tiene que pagar depósito un representante se comunicará con usted. No ofrecemos revisión de historiales de crédito cuando se procesan solicitudes comerciales, multifamiliares ó solicitudes submitidas bajo el nombre de una compañía.

Pedimos que un adulto esté en la propiedad en el momento de activar el servicio (Si el medidor está cerrado). Los propietarios ó solicitantes son responsables por daños causados al activar el agua relacionados a tomas ó llaves abiertas ó defectuosas instaladas en la propiedad.

****NO TRATE DE ABRIR USTED MISMO EL SERVICIO,** recuerde que el medidor es propiedad privada de Palmdale Water District y si encontramos que el equipo ha sido dañado tendremos que cobrar el costo por las reparaciones necesarias.

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Autorización para inquilinos a tener acceso limitado a la cuenta

Información del inquilino:

Dirección de la propiedad rentada: _____

Nombre: _____Número de cuenta: _____

Teléfono celular: _____Teléfono de casa: _____

Correo electrónico: _____Ultimos 4 números del seguro social: _____

Dirección para recibir correspondencia (Si es diferente a la dirección de la propiedad):

_____

Por favor seleccione de la siguiente lista las opciones que está solicitando ó aprobando:

Quiere que el inquilino reciba una copia de cortesía de la factura? ____Sí ____no

De la siguiente lista, por favor seleccione el acceso que le permite a su inquilino:

Por favor tome en cuenta que todos los cargos misceláneos, perdones y arrreglos de pago se hacen de acuerdo a las políticas y procedimientos de PWD.

____ Perdón de cargos moratorios y cargo de nota de desconexión.

____ Autorización para hacer extensiones y/o arreglos del pago en la cuenta.

____ Por favor notifíqueme cuando un arreglo de pago ha sido aprobado y hecho.

Al firmar esta forma, Yo entiendo que como propietario(s), Yo soy responsible por el balance en la cuenta del servico del agua correspondiente a la dirección anteriormente mencionado. El servicio residencial de agua, se proveé a través de cuentas establecidas bajo el nombre del dueño de la propiedad.
Yo_____, certifico por este medio que soy el dueño de la propiedad descrita anteriormente.
Firma del dueño de la propiedad : _____ Fecha: _____

==========Desprenda esta porción si una copia de esta forma es entregada al inquilino==========

Información del dueño:

Nombre: _____Correo electrónico: _____

Dirección del dueño para recibir correspondencia: _____

Teléfono celular:_____Teléfono de casa:_____

Ultimos 4 números del seguro social/Tax ID: _____ Licencia de conducir#: _____

Multi-Family Residence Water Service Application

2029 East Avenue Q Palmdale, CA 93550 | Phone:661-947-4111 Fax: 661-947-8604 | www.palmdalewater.org

Service Address:	
Owner Name:	
Social Security/Tax ID #:	
Drivers License #: (For Individual Applicants)	
Requested Service Date:	
Number of Units:	Bedrooms:
Property Manager:	
Home Phone#:	
Cell Phone#:	
I agree to receive information via	Yes ☐ No ☐
text: Work or Office Phone#:	
Email:	
Mailing Address: (If different than service address)	

The applicant agrees to comply with the District's Rules and Regulations (available for review upon request or at www.palmdalewater.org).

Signature:

On our first visit to activate your service, the District can assist you in determining if you have an isolation valve. However someone must be present at the time. Would you like this assistance? YES ☐ NO ☐

Deposit -- A deposit of $100.00 per unit is required

Deposit Amount:

Do not attempt to turn on your water service yourself!

If a consumer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. Also, owners requesting service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the owners' property.

Note: If this property is to be a rental, you have the option to request a courtesy copy for your tenant and must submit the Tenant Limited Account Access Authorization form.

For District Use Only
Processed by:_____ (Initials) Date:_____ Account #:_____

MULTI FAMILY RESIDENCE
OWNERS OF PROPERTY MUST APPLY FOR WATER SERVICE

Requirements to process your application:

1. Complete and sign the application.
2. Provide proof of ownership documentation (final settlement statement, deed of trust, or water letter from escrow).
3. Owner's government issued ID.
4. If a Property Management Company is applying for service, a copy of the management agreement is needed.
5. If the owner of the property is a company, a copy of articles of incorporation listing owners and authorized signers is needed (only those authorized may sign on behalf of the company).

Once you have all necessary documents and a fully completed application you can:

1. Turn in all documents in person at our office located at 2029 E Avenue Q, Palmdale CA, 93550 (open Monday through Thursday 8:00 AM to 6:00 PM; **for same day service, applications must be processed by 4:30 PM).
2. Send documents via fax to 661-947-8604; this process may take up to 2 business days.

To avoid delays, please complete, sign the application and provide all required documentation.

Application charges:

- Account setup charge is **$25.00.**
- An initial deposit of **$100.00** per unit is required.

We ask that an adult be present at the time of service turn-on (if water is off at the meter). Customers who request activation of service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the customer's property.

****Do not attempt to turn on your Water Service Yourself!**

If a consumer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current property owner.

SOLICITUD PARA SERVICIO MULTIFAMILIAR

2029 East Avenue Q Palmdale, CA 93550 Teléfono (661) 947-4111 Fax (661) 947-8604 www.palmdalewater.org

Palmdale Water District se reserva el derecho de pedirle que compruebe su identidad y ser propetario legal.

Dirección del servicio:	
Nombre del dueño:	
Número de Seguro Social ó TIN:	
Número de Licencia de Conducir:	
Fecha para abrir la cuenta:	
Número de Unidades:	Dormitorios:
Gerente de la Propiedad:	
Teléfono de Casa:	
Teléfono Celular:	

Doy mi autorización para recibir mensajes de texto: Sí ☐ No ☐

Teléfono de oficina ó trabajo:	
Correo electrónico:	
Dirección para recibir correspondencia:	

El solicitante está de acuerdo en cumplir con sus obligaciones de acuerdo a las reglas y regulaciones del Distrito. (Disponibles para su revisión en el momento que lo solicite).

Firma:

Depósito -- Se requiere un depósito de $100.00 por unidad

Cantidad de depósito:

****NO INTENTE ABRIR USTED MISMO EL SERVICIO**

Recuerde que el medidor es propiedad privada de Palmdale Water District. Si encontramos que el equipo ha sido dañado tendremos que cobrar el costo por las reparaciones necesarias.

For District Use Only

Processed by:_____ (Initials) Date:_____ Account #:_____

SOLICITUD PARA SERVICIO MULTIFAMILIAR

SOLO EL PROPIETARIO LEGAL PUEDE SOLICITAR SERVICIO

Requisitos para procesar su solicitud de servicio:

1. Llenar y firmar la solicitud.
2. Proveer documentación que compruebe ser dueño de la propiedad (cierre de escrow ó statement final de escrow ó título de la propiedad).
3. Identificación gubernamental del dueño.
4. Si la persona que llenó la solicitud es el administrador de la propiedad necesitamos copia del contrato de gestación de la propiedad.
5. Si el dueño de la propiedad es una compañía, necesitamos copia de los artículos de incorporación de la compañía con nombres y firmas autorizadas. Sólo los nombres enlistados pueden firmar en representación de la compañía.

Una vez que tiene la solicitud completa y la documentación requerida puede:

1. Presentarse en persona en nuestra oficina ubicada en
   2029 E Avenue Q, Palmdale Ca. 93550. Lunes a Jueves de 8:00 AM a 6:00 PM.
   (Para abrir el servicio el mismo día la solicitud debe ser procesada antes de las 4:30 pm)
2. Mandarla vía fax 661-947-8604, este proceso podría durar hasta 2 dias hábiles.

PARA EVITAR RETRASOS EN EL PROCESO FAVOR DE MANDAR SU SOLICITUD COMPLETA, FIRMADA Y CON LA DOCUMENTACION NECESARIA.

Costos de procesamiento:

- El costo por procesar la solicitud es de **$25.00**
- Depósito inicial de **$100.00** por cada unidad en la propiedad.

Pedimos que un adulto esté en la propiedad en el momento de activar el servicio (si el medidor está cerrado). Los propietarios ó solicitantes son responsables por daños causados al activar el agua relacionados a tomas ó llaves abiertas ó defectuosas instaladas en la propiedad.

****NO INTENTE ABRIR USTED MISMO EL SERVICIO,** recuerde que el medidor es propiedad privada de Palmdale Water District y si encontramos que el equipo ha sido dañado tendremos que cobrar el costo por las reparaciones necesarias.

Commercial / Industrial / Irrigation Water Service Application

2029 East Avenue Q Palmdale, CA 93550 Phone (661) 947-4111 Fax (661) 947-8604. www.palmdalewater.org

Palmdale Water District reserves the right to request Proof of Ownership and Proof of Identity.

Account Information

Business/Owner Name:

Tax I.D./ S.S. #:

Service Address:

Requested Service Date:

Contact Information

Name:

Office #:

Cell #:

I agree to receive information via text: Yes ☐ No ☐

E-mail Address:

Mailing Address:

Deposit

Accounts applied for require a deposit. The amount is determined by District staff with the minimum start of $300.00.

Previous Address:

Signature:

Do not attempt to turn on your Water Service Yourself!

If a consumer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. Also, owners requesting service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the owner's property.

The applicant agrees to comply with the District's Rules and Regulations (available for review upon request).

COMMERCIAL/INDUSTRIAL/IRRIGATION WATER SERVICE APPLICATION

Requirements to process your application

1. Complete and sign the application.
2. Provide proof of ownership documentation (final settlement statement, deed of trust or water letter from escrow).
3. Owner's government issued ID.
4. If a Property Management Company is applying for service, a copy of the management agreement is needed.
5. If the owner of the property is a company, a copy of articles of incorporation listing owners and authorized signers is needed (only those authorized may sign on behalf of the company).

Once you have all necessary documents and a fully completed, application you can:

1. Turn in all documents in person at our office located at 2029 E Avenue Q, Palmdale CA, 93550. (Open Monday through Thursday 8:00 AM to 6:00 PM; **for same day service, applications must be processed by 4:30 PM).
2. Send documents via fax to 661-947-8604; this process may take up to 2 business days.

To avoid delays, please complete, sign the application and provide all required documentation.

Application fees:

- **Account setup charge is $25.00**
- **Deposit of $300.00**
  The Palmdale Water District requires a deposit for commercial Property. The deposit is applied to the account final charges at the closing of the account, and any deposit credit is refunded in a form of check payable to the account holder's name.

Do not attempt to turn on your Water Service Yourself!

Note: If a customer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current property owner.

Water Service Application for Realtors

2029 East Avenue Q, Palmdale, CA 93550 -Phone: 661-947-4111 Fax: 661-947-8604 www.palmdalewater.org
Office Hours: Monday - Thursday 8:00 a.m. to 6:00 p.m.

A copy of the Listing Agreement or Assignment must be provided with the application.

The District reserves the right to request additional documentation for verification of ownership and applicant authority on behalf of businesses.

Account Information

Agent Name (If Applicable):	
Company Name:	
Driver's License #:	
Social Security/Tax ID #:	
Service Address:	
Requested Service Date:	

Contact Information

Phone Office #:	
Phone Cell #:	
E-mail Address:	
Mailing Address:	

Signature: _____

Deposit/Credit Check Authorization

Credit inquiry is only offered when applying for single family residence water service (read back for details)

I hereby authorize Palmdale Water District to run a credit inquiry YES ☐ NO ☐

By signing below, the applicant for the above referenced property requests the District to leave the water service off but unlocked so that his agent, contractor or appointee can maintain the property (fixing leaks, etc.) by turning the water service on/off at the District-owned angle stop. The applicant agrees that if the District-owned angle stop is damaged or it is determined to be inoperable after being unlocked by the District, the applicant accepts the responsibility and liability to reimburse the District the costs to repair or replace the damaged District-owned angle stop. It is also agreed that Palmdale Water District shall not be responsible for damage to persons or property caused by failure or defects of pipes, high or low pressure, by escape or leakage due to conditions on said premises existing at or after unlocking the service, and applicant will hold Palmdale Water District harmless therefrom.

_____ _____

Signature **Date**

The applicant agrees to comply with the District's Rules and Regulations (available for review upon request).

For District Use only:_____
Date Received & Initials: _____
Processed by: _____

REALTORS (SINGLE, MULTI-FAMILY AND COMMERCIAL ACCOUNTS)

Requirements to process your application

1. Completed and signed application.
2. Applicant's government issued ID.
3. Copy of listing and/or assignment agreement.

Once you have all necessary documents and a fully completed application you can:

1. Turn in all documents at our office located at 2029 E Avenue Q, Palmdale CA, 93550
   Open Monday through Thursday 8:00 AM to 6:00 PM;
   **for same day service, applications must be received by 4:30 PM.
2. Send documents via fax to 661-947-8604; this process may take up to 2 business days.

To avoid delays, please complete, sign the application, and provide all required documentation.

Application fees:

- Account setup charge is **$25.00**
- Deposit of **$200.00** (refundable upon meeting District criteria).
- Deposit of **$100.00** per unit for a Multi-family dwelling.
- Deposit of **$300.00** for Commercial, Industrial, and Irrigation Accounts.

The option to verify credit is only offered to agents applying for single residence water service. We are unable to run credit inquires on business or company names.
Multi-family, Commercial, industrial, and Irrigation accounts are required to pay deposit.

Palmdale Water District offers the option of running a credit check on your credit history in lieu of the deposit requirement to determine credit worthiness in which case the initial deposit may be waived. CREDIT WORTHINESS - As established by the District's Rules and Regulations as follows:

- At least two (2) years of established credit history through a credit reporting agency.
- Applicant's whose info is verified as satisfactory pursuant to PWD's on-line services program will qualify for the waiver of deposit.

If you would like the District to run a credit inquiry, please select YES on the front of this application. If the credit inquiry determines a deposit is needed, based on the District's Rules and Regulations, a representative will contact you to advise you of such.

If a consumer is found to be responsible of any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current property owner.

Developer Water Service Application

2029 East Avenue Q Palmdale, CA 93550 Phone (661) 947-4111 Fax (661) 947-8604 www.palmdalewater.org

Office Hours: Monday - Thursday 8:00 a.m. to 6:00 p.m.

Palmdale Water District reserves the right to request Proof of Ownership and Proof of Identity.

Account Information

Developer Name:

Tax ID #:

Service Address:

Requested Service Date:

Contact Information

Phone Cell #:

I agree to receive information via text: Yes ☐ No ☐

Phone Work #:

E-mail Address:

Mailing Address:

Deposit

A deposit of $200 is required when applying for water service per each residential home. The deposit is not assessed if the developer prior to the start of a residential project applies for all the services within the project area.

For non-residential developments the deposit will be calculated by District staff.

Signature:

Do not attempt to turn on your Water Service Yourself!

If a consumer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. Also, owners requesting service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the owner's property.

The applicant agrees to comply with the District's Rules and Regulations (available for review upon request).

DEVELOPER WATER SERVICE ACCOUNT

Step 1 – Application Form
The developer of the property must complete the Water Service Application form (attached) for all water service accounts. An account setup charge of **$25.00 is due** at the time the application is made.

Step 2 - Establishment of Credit

The Palmdale Water District requires a deposit in the amount of $200.00 for each single family residence upon which service is being activated. The only time the District does not assess the $200 deposit for each single family residence is when the developer submits it plans to engineering, pays the various fees needed and then signs up for all the tract lots planned on being developed.

For non-residential development, the deposit will be calculated by District staff.

Developers Requirement to install water meters

When landscaping is being put in at the single family residence, the water meter needs to be installed. If property is landscaped and developer fails to install the water meter as required a $1,000 fine is assessed to the developer. It is important that the developer notify the District once the water meter is installed so that water usage can be billed every month. Otherwise once we determine that the meter was installed, the entire water consumption at that time will be billed to the developer which can result in a much higher bill due to the rate structure.

Please note: You can fax your service request documents however we do not offer same day service on faxes as it can take up to 2 business days to process.

Issues that can delay or cause your application from being processed include the following:

- Incomplete or missing information on water service application.
- Inability to provide proof of ownership upon request.

Customers who request activation of service shall be responsible for damage resulting from such activation due to open or faulty piping and/or fixtures on the customer's property.

Do not attempt to turn on your Water Service Yourself!
Note: If a customer is found to be responsible to any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current property owner.

File=DEVELOPER_111222

Palmdale Water District
Water Service Application for Clean and Show Temporary Service

2029 East Avenue Q, Palmdale, CA 93550 Phone 661-947-4111 Fax 661-947-8604 www.palmdalewater.org

Office Hours: Monday - Thursday 8:00 a.m. to 6:00 p.m.

For same day service, applications need to be processed by 4:30 p.m.

Palmdale Water District reserves the right to request Proof of Ownership and Proof of Identity.

Account Contact Information

Name (If Applicable): _____

Company (If Applicable): _____

Service Address: _____

Mailing Address: _____

Cell Phone #: _____

Business Phone #: _____

Drivers License #: _____

Social Security/Tax ID #: _____

Requested Service Date: _____

I agree to receive information via text: Yes ☐ No ☐

E-mail Address: _____

A $25.00 application fee and $100 security deposit, paid in cash or by credit card, are due at the time the application is processed.

Service to be provided to an existing water service for a maximum of 14 calendar days to facilitate cleaning and showing of property for sale or rent. This service is not to be used for maintenance requiring high volumes of water. Any water usage will be charged at the District rates and billed directly to the user. Any remaining funds from the $100.00 security deposit will be refunded to the applicant. It is agreed that Palmdale Water District shall not be responsible for damage to persons or property caused by failure or defects of pipes, high or low pressure, by escape or leakage due to conditions on said premises existing at or after turning service on, and applicant will hold Palmdale water District harmless therefrom. The undersigned also agrees to comply with the District's Rules and Regulations available for review upon request.

_____ _____

Signature **Date**

TURN OFF SERVICE REQUEST FORM

Complete and submit this form electronically **OR** print and sign it and mail or fax it to the Palmdale Water District's Customer Care Department.

All requests require a minimum one day's notice (excluding weekends and holidays).

Water Service Address: _____ Account Number: _____

Requested disconnection date (mm/dd/yyyy):_____

Customer's Information

Account Holder Name: _____

Last 4 digits of Social Security or Tax ID Number: _____

E-mail Address: _____

Cell Phone Number: _____ Office Phone Number: _____

Please provide your forwarding address for final bill and/or deposit refund

Mailing Address:_____

City:_____State:_____Zip Code:_____

Customer Signature:_____

TO SUBMIT THIS FORM VIA MAIL/FAX:

Mail to: Palmdale Water District
2029 East Avenue Q
Palmdale, Ca. 93550

Fax to: (661) 947-8604

Note: You can also request to turn off service by calling our Customer Care Department: 661-947-4111 option 2

Office Hours: Monday – Thursday 8:00 a.m. to 6:00 p.m.

This request must be received prior to 4:30 p.m. for next day service (excluding weekends and holidays). If you have questions, please call Customer Care Service at (661) 947-4111 option 2

FORMA PARA SOLICITAR EL CIERRE DE SERVICIO

Complete, imprima y firme esta solicitud y mándela por correo ó vía fax a Palmdale Water District departamento de atención al cliente.

Todas las solicitudes de cierre de servicio necesitan ser recibidas mínimo con un día de anticipación (excepto fines de semana y dias festivos).

Dirección del servico: _____ Número de cuenta: _____

Fecha para desconectar el servicio (mm/dd/yyy):_____

Información del dueño de la cuenta

Nombre del dueño de la cuenta: _____

Ultimos 4 dígitos del seguro social ó Tax ID : _____

Dirección de correo electrónico: _____

Teléfono celular: _____ Teléfono de oficina: _____

Necesitamos su nueva dirección para recibir correspondecia con el fin de mandarle su factura final y/o posible reembolso de su depósito

Dirección para mandar correspondencia:_____

Ciudad:_____Estado:_____Código postal:_____

Firma del cliente:_____

MANDE ESTA SOLICITUD A:

Por correo: Palmdale Water District
2029 East Avenue Q
Palmdale, Ca. 93550

Fax : (661) 947-8604

Nota:Tambien puede solicitar el cierre de servicio llamando al departamento de atención al cliente 661-947-4111 opción 8

Horas de oficina: De Lunes a Jueves de 8:00 a.m. a 6:00 p. m.

Esta solicitud tiene que ser recibida antes de las 4:30 pm para realizarla al siguiente dia hábil
Si tiene alguna duda llámenos al departamento de atención al cliente (661) 947-4111 opción 8

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

2029 East Avenue Q
P.O. Box 904070
Palmdale, CA 93550
Office: 661-947-4111 [8am-6pm, Mon.-Thurs.]
FAX: 661-947-8604
E-Mail: contact@palmdalewater.org
Website: www.palmdalewater.org
After-hours Emergency: 661-947-4114

RULES and REGULATIONS FOR WATER SERVICE

This is provided to customers in Palmdale Water District's (PWD) Service Area as an informative guide to the policies and procedures relating to water service. These Rules & Regulations are subject to periodic revisions.

SECTION "A" – GOALS & OBJECTIVES

The overall objective of PWD is to make available the highest quality water at the lowest possible cost. PWD provides customers with high-quality:

- water treatment, storage, and delivery
- meter reading and maintenance
- system monitoring and maintenance
- infrastructure expansion and upgrades
- water-quality testing and compliance
- environmental compliance
- customer care
- technical services
- service information updates

SECTION "B" - DEFINITION OF TERMS

Unless the context specifically indicates otherwise, the following terms shall, for the purposes of these rules and regulations, have the following meanings:

(a) PWD: Palmdale Water District
(b) Manager: PWD General Manager or the person authorized by the Manager, or the Board, to act for the General Manager
(c) Board: PWD Board of Directors
(d) Account holder: Any person, association, corporation or governmental agency supplied or entitled to be supplied with water service for compensation by PWD
(e) Applicant: Any person or entity applying to PWD for water service

SECTION "C" – WATER SERVICE

PWD will use its best efforts to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of account holders. PWD will endeavor to provide water that is wholesome, potable, in no way harmful or dangerous to health and, insofar as practicable, free from objectionable odors, taste, color and turbidity.

Application for Service

The application is merely a written request for service and does not bind the applicant to take service for a period of time longer than that upon which the minimum charge is based; neither does it bind PWD to serve, except under reasonable conditions and upon the approval of the Manager. Each applicant for service is required to sign, on a form prescribed by PWD, an application providing sufficient information as PWD may reasonably require for the above stated purpose and to enable PWD to determine the credit worthiness of the applicant. Applications for service to any property will be granted only if all assessments, fees, charges, delinquent water bills, and penalties due to or against said property have been fully paid.

An application for water service requires an application to be submitted by the property owner. The District holds the property owner ultimately responsible for payment.

Proof of ownership, if required, must be submitted at the time of application and would include, but not be limited to, a copy of the deed to the premises, a current property tax bill or the escrow final closing statement. In addition, PWD requires proper identification of all applicants (any government issued identification). Any applicant applying on behalf of a business or property owner is required to submit legal documents to support his/her link to the property and/or business applying for water. These documents may include: articles of incorporation, real estate assignment letter, real estate agreement, property management agreement, etc.

PWD shall not be responsible for damage to persons or property caused by failure or defects of pipes, high or low pressure, by escape or leakage due to conditions on said premises existing at or after turning the service on, and applicant will hold PWD harmless therefrom.

Establishment of Credit & the Deposits

Applicants for service or reconnection shall provide PWD with information sufficient to enable it to determine the credit worthiness of the Applicant. Upon determining the Applicant's credit worthiness, PWD will require the Applicant to deposit such sums of money as determined by the Board, which may change. Currently, account holder's deposit required is as follows:

Commercial or Industrial: For each single or multiple commercial or industrial unit served by the same service meter -- $300.00 per unit.

Residential: For each dwelling unit served by the same service meter -- $200.00 per unit.

Additional deposit: At the Manager's discretion, PWD may require an additional deposit as a condition precedent to water service or reconnection if (i) PWD determines the account holder has an unsatisfactory payment history, (ii) the account holder is not credit-worthy or has previously had water service disconnected for non-payment or rejected payments or (iii) the nature of the services or the account holder's intended use of water warrants an additional deposit. In such instances, the total deposit shall be determined by the Manager.

Refund of Deposits:

1) Such deposits will be refunded to account holders at the termination of water service, provided all water charges have been paid. However, no refund will be made where the balance remaining in the deposit account is less than $5.00. All amounts less than $5.00 will be transferred to the water conservation account to be used for the education of the public regarding water conservation.

2) Single Family Residences Only: One year after the date a deposit is made, the Manager has discretionary authority to refund such deposits upon submission of a PWD Deposit Refund Request Form, and if the account holder meets the following criteria: (a) has at least one year of established active customer history, (b) does not have any disconnect charges on the account, (c) and has not had any rejected payments.

Waiver of Deposit:

Public Agencies will not be subject to the deposit requirements stated above. Applicant's whose information is verified as satisfactory pursuant to PWD's on-line services program will qualify for the waiver of deposit.

Transfer of Deposit:

Existing account holders who meet the requirements for a refund of deposit may transfer from one account to another without having to make a deposit as long as there has not been more than a thirty-day (30) lapse in service. However, the water service application process still has to be fulfilled.

Cleaning and Walk-Through Service

All requests for temporary service shall be made on an approved application form available at the PWD office or website. Temporary service will be provided for a maximum of fourteen (14) calendar days to facilitate cleaning and showing of property for sale or rent. This service is not to be used for maintenance requiring high volumes of water. A security deposit of $100.00 will be collected in advance of service. Any water usage will be charged at the District rates and billed directly to the user. Any remaining funds from the $100 security deposit will be refunded to the applicant.

Water Service Connections

For those premises that do not have an existing service connection, the applicant will be charged for the installation and material costs for a service connection in addition to the Assessment Parity Charge, the Capital Improvement Fee and the cost of a main extension (if needed). In all cases, the Applicant shall contribute for any existing mains and public fire hydrants. Please contact PWD for additional Rules & Regulations and the rates and fees as established by the Board.

Ownership of Facilities on Account holder's Premises

The service lateral, meter, and meter box furnished at the account holder's expense and located wholly or partially upon account holder's premises are the property of PWD. PWD shall at all reasonable hours have access to meters, service connections and other property owned by it, which may be located on account holder's premises, for purposes of installation, maintenance, operation or removal of the property. If the account holder, new applicant or developer is found to be responsible for any damage done to PWD property, such damages shall be reimbursed to PWD at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current account holder or property owner. PWD holds the property owner ultimately responsible.

Water for Construction Needs

All requests for construction water shall be made on an approved application form available at PWD and accompanied by the appropriate deposit amounts as stated on that form. Any costs involved in supplying such connections will be prepaid by the Applicant. The approval of construction water is subject to the availability of water necessary to meet normal domestic demands as determined by the Manager. Please contact PWD for allowable uses of construction water, and other rules and regulations pertaining to water for construction needs.

Fire Hydrants

Fire hydrants connected to PWD mains are for use by PWD and by organized fire protection agencies. Other parties desiring to use water from fire hydrants for any purpose must obtain written permission from the Manager and from the appropriate fire protection agency prior to use, and shall operate the hydrant according to the instructions issued by the Manager. Unauthorized use will be subject to penalty and will be prosecuted according to the law and be subject to the appropriate fine specified in Appendix D in PWD's Rules & Regulations. In addition, when any person, company, or agency is determined to be the responsible party that has caused damage of a fire hydrant or blow off, PWD may charge that party with all costs necessary to repair the damages and the cost of water loss.

SECTION "D" - RATES & CHARGES

The Board adopted a water budget rate structure effective January 01, 2025. Rates and charges for water consumption, as specified under various classifications of service and other miscellaneous charges, are set by the Board. A water budget is the amount of water you are expected to need for a specific month. Water budgets may vary monthly based on the seasonal outdoor watering needs. Your allocation depends on the number of people (default is 4) in your home and your outdoor water allocation, which is based on actual irrigable areas of your property. The following table lists the monthly service charge on the size of the meter.

Meter Size (in)	Minimum Monthly Charge ($)
5/8" - 1"	60.75
1 ½	150.26
2"	229.94
3"	415.87
4'	681.61
6"	1345.37
8"	2142.20
10"	3072.09
12"	4240.64
Fixed Fire Line	95.97

Retail charges consist of a minimum monthly service charge, commodity rate charge, water quality fee and a possible elevation booster surcharge, if applicable. The monthly service charge depends on the size of an account holder's meter and is fixed irrespective of the quantity of water consumed. The commodity rate for water consumption is based on a 4-tiered system. Rates range from $1.31 per hundred cubic feet (hcf) to $4.98 per hcf; additionally, a water quality fee of $.05 per hcf is assessed. Tier 1 and 2 are designed to provide enough water for efficient indoor and outdoor use. High tiers are more expensive and reflect the high cost of using too much water. For higher elevation service areas, an elevation booster surcharge of $.07 to $1.23 per hcf is assessed.

MISCELLANEOUS CHARGES:
In order to recover the cost associated with after-hours service calls, late payments, disconnections, reconnections, and other damages sustained by PWD, the specified items listed below are charged to account holders and/or property owners.

Account Setup Charge: All Applicants applying for water service are subject to a $25.00 account setup charge.

Turn-On Fee (Trip Fee): If a customer requests a service to be turned on after paying all applicable fees and charges but is not at the property and water is running when a PWD representative turns the water service on, the customer shall then be required to pay a $15.00 fee for an extra trip to attempt again to turn the water on.

Reminder Notice: PWD will mail a Reminder Notice on the 26th day from the Bill due date or the next business day if the 26th is not a business day. The Notice will include the past due amount, the new due date reflecting a 25-day extension, and the shut-off date. In addition, a late charge of 10% of the balance due for the first 30 days. After the first 30 days, for balances not paid a 1 ½ percent penalty fee will be assessed.

Shut-Off Notice: PWD will mail a Shut-Off Notice on the 26th day from the Reminder Notice due date or the next business day if the 26th day is not a business day. The notice will include the past due amount and the final due date to avoid disconnection for non-payment. A $5.00 fee will be charge to the account to off-set the cost of issuing this notice.

Shut-Off Fee: PWD may disconnect an account holder's service for various reasons, including, but not limited to, (a) non-payment of bills, (b) failure to comply with rules and (c) fraudulent use of service. Such involuntary disconnections are subject to a $30 shut-off fee and/or other administrative charges.

Restoration of Service: PWD will endeavor to make reconnections as soon as practicable and PWD shall make the reconnection before the end of the ***next regular working day*** following the account holder's request and payment of any applicable disconnection fees and/or security deposit(s).

Rejected Payment Charge: When an account holder's payment is rejected for any reason, PWD will consider the account not paid. The account holder's account will be assessed a $45.00 rejected payment charge ($25.00 fee and $20.00 Door-Tag fee). A 48-Hour Disconnection Notice will be issued to obtain full restitution for the rejected payment. No checks will be accepted for this type of transaction. Water service will be disconnected if the amount of the rejected payment and all applicable fees and/or deposits are not paid by the given due date. Upon shut off of water service for a rejected payment, a $30.00 Shut-off Fee will be assessed to the account and additional security deposit may be requested.

Non-emergency Service Call Fee: Service calls made on weekdays after regular working hours (8am-6pm), Fridays, Saturdays, Sundays, or holidays are subject to an $80.00 fee.

Pulled Meter Charge: If an account holder's service has been disconnected and then it is found back on illegally, the meter will be removed from the premises and a charge of $60.00 will be assessed. This charge, along with any other applicable charges, must be paid before the service and meter can be reconnected.

Angle Stop Repair Charge: If PWD finds the angle stop damaged and the work to replace it is done during normal business hours, the cost to replace it is $440.00. If the replacement has to be done after business hours, weekends, or holidays, the cost to replace the angle stop is $600.00.

SECTION "E" – BILLING & PAYMENT

Rendering of Bills: Bills for service will be rendered on a monthly basis and are due and payable upon receipt. Bills become delinquent 25 days from date of the invoice. It is the account holder's responsibility to assure that payments are received at PWD's office in a timely manner. If payment for a billing period is not made on or before the 25th day after the date of bill, a late charge of 10% of the balance due will be assessed. Each monthly bill reflects the past due, which includes the 10% late fee, as well as the new due date, which is 25 days from original bill due date.

Payment Options:

By mail: Please mail check or money order along with your bill payment-stub to: Palmdale Water District, PO BOX 904070, PALMDALE, CA 93590-4070.

By phone: We accept Visa, Master, and Discover credit card payments without any additional fee. Call our Customer Care Department at 661-947-4111, option 2. Automated Service: 855-498-9969.

In person: We accept cash, checks/money orders, credit cards (Visa, Master, and Discover).

Night Drop Box: Place check or money order along with bill payment-stub in our box located in the front of our office (2029 E. Avenue Q, Palmdale, CA 93550). Payments made through the Night Drop Box will post to your account the next business day.

Online: www. palmdalewater.org

*** (Electronic and automated phone payments may take up to 48 hours to reflect on your account).

Pay Near Me: CASH payments can be processed in person with your bill or PNM code at any local 7-Eleven, Family Dollar, & ACE Cash Express stores. Payments made through Pay Near Me will post to your account the next business day.

Amortization of Unpaid Balance for Medical Condition:
Upon written confirmation of doctor's certification of life-threatening conditions, determination by PWD of the account holder's inability to pay and PWD's approval of the account holder's written request for a 12-month amortization payment plan, a written amortization plan will be entered into between PWD and the account holder. The account holder will be charged an administrative fee, and the plan shall include a charge for interest of 10% per annum or the maximum legal rate, whichever is lower, on the unpaid balance. The account holder must comply with the plan and remain current as charges accrue in each subsequent billing period. The account holder may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of the plan will result in disconnection and associated fees.

Disputed Bills: The account holder has a right to initiate a complaint or request an investigation regarding the accuracy of water charges on any bill tendered by PWD. Water service may not be terminated until the investigation is completed and the account holder has been notified of PWD's decision.

Up to five (5) calendar days prior to the Delinquent Date on the bill, the account holder can make such a complaint in writing and deliver it to PWD, along with all evidence and data the account holder wishes to be considered by PWD.

The Manager shall review the complaint and render a decision as to the accuracy of the water charges. If water charges are determined to be incorrect, a corrected invoice will be provided and the revised charges will be due within ten (10) calendar days after the date of invoice for revised charges. If the water charges are determined to be correct, the bill is due and payable at the time the decision of the Manager is rendered.

If the decision of the Manager is not to the satisfaction of the account holder, the account holder may request in writing a hearing before the Board at the next regular meeting. The request must be submitted in writing to PWD at least four (4) calendar days prior to the next regular Board meeting.

SECTION "F" – WATER CONSERVATION

Each PWD account holder is urged to install devices to reduce the quantity of water used to flush toilets and to reduce the flow rate of showers. Each account holder is further urged to adopt such other water usage and reusage practices and procedures as are feasible and reasonable. For tips and hints on how to avoid over-irrigation, detect leaks, economize water and reuse water or for landscaping ideas utilizing water tolerant plants and hardscape themes, contact our Water Conservation Aide at 661-947-4111 Ext 1001 during regular business hours.

California law prohibits the waste and unreasonable use of water and requires that PWD take all appropriate actions to prevent waste and unreasonable use of this limited natural resource.

SECTION "G" – BOARD ORGANIZATION

There are five Directors elected from five divisions within PWD's service boundaries. Directors must live within the divisions they serve and are voted by residents within their divisions. Regular meetings of the Board shall be held on the second and fourth Mondays of each calendar month at 6 p.m. at the PWD office.

PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

2029 E. Avenue Q
P.O. Box 904070
Palmdale, CA 93550
Horario: 661-947-4111 [8am-6pm, Lunes.-Jueves]
Correo Electrónico: @palmdalewater.org
Sitio en línea: www.palmdalewater.org
Fax: 661-947-8604
Emergencia después de horas laborales: 661- 947-4114

REGLAMENTOS PARA EL SERVICIO DE AGUA

Esto se proporciona a los clientes en el Área de servicio del Distrito de agua de Palmdale (PWD) como una guía informativa de las políticas y procedimientos relacionados con el servicio de agua. Estas Reglas y Regulaciones están sujetas a revisiones periódicas.

SECCIÓN "A" – METAS & OBJETIVOS

El objetivo general de PWD consiste en distribuir agua de la mayor calidad al menor costo posible. PWD le suministra alta calidad a los clientes en el:

- tratamiento del agua, almacenamiento y distribución system monitoring and maintenance
- lectura y mantenimiento de contadores
- vigilancia y mantenimiento del sistema
- ampliación y actualización de la infraestructura
- pruebas de la calidad del agua y cumplimiento
- cumplimiento medioambiental
- servicios al cliente
- servicios técnicos
- información de actualizaciones del servicio

SECCIÓN "B" –DEFINICIÓN DE TÉRMINOS

A menos que el contexto indique lo contrario de manera específica, los siguientes términos deberán significar lo siguiente para fines de estos reglamentos:

(a) PWD: Palmdale Water District
(b) Gerente: Gerente General de PWD o la persona autorizada por el Gerente o la Junta, para actuar en nombre del Gerente General
(c) Junta: La Junta Directiva del PWD
(d) Dueño de la cuenta: Cualquier persona, asociación, empresa o agencia gubernamental abastecida o con derecho de abastecimiento de servicio de agua por PWD, por compensación
(e) Solicitante: Cualquier persona o entidad que le solicite servicio de agua al Distrito

SECCIÓN "C" – SERVICIO DE AGUA

PWD hará el mayor esfuerzo para abastecer agua de manera fiable y segura en cantidades adecuadas y presiones que se ajusten a las necesidades razonables de los requisitos de los dueños de las cuentas. PWD se empeñará en suministrar agua saludable, potable, de ninguna manera nociva o peligrosa para la salud, y hasta donde fuese factible, libre de olores, sabor, color y turbiedad desagradables.

Solicitud de Servicio

La solicitud es simplemente una petición escrita de servicio y no obliga al solicitante a que tome el servicio durante un período de tiempo mayor al establecido por el cobro mínimo y tampoco obliga PWD a la prestación, excepto bajo condiciones razonables y ante la aprobación del Gerente. Se le exige a cada solicitante del servicio que firme en un formulario suministrado por PWD, una solicitud que le suministre información suficiente y razonablemente exigida para los fines anteriores y permitir que se determine la solvencia del solicitante. Las solicitudes de crédito para cualquier propiedad solamente se concederán si todas las tasaciones, cobros de agua en mora y multas debidas o contra dicha propiedad han sido pagadas en su totalidad.

Las solicitudes para el servicio de agua residencial para propiedades alquiladas se suministrarán a nombre del propietario. PWD responsabiliza del pago al propietario(s) de la propiedad.

Se debe presentar prueba de propiedad en el momento de la solicitud, los documentos aceptados son: escritura pública de la propiedad, cuenta de impuesto predial o el documento final de la venta de la casa. Además, PWD exige la identificación adecuada del solicitante (cualquier identificación emitida por una agencia gubernamental). Un solicitante solicitando servicio a nombre de un negocio o a nombre del propietario deberá presentar los documentos legales que comprueben su vínculo al negocio o a la propiedad. Tales documentos incluyen: artículos de incorporación, carta de asignación como el agente de ventas de la propiedad, contrato de administración de la propiedad, etc.

PWD no se hace responsable por daños a personas o a las propiedades causadas por fallas o defectos de las pipas, alta o baja presión, escape o fuga debido a las condiciones existentes en la propiedad al momento de abrir o cerrar el servicio, bajo ningún motivo, el solicitante o propietario hará PWD responsable.

Establecimiento de Crédito y Depósitos

Los solicitantes del servicio o reconexión deberán presentarle al Distrito información suficiente para determinar la solvencia del solicitante. Al determinar la solvencia del solicitante, el Distrito exigirá que el solicitante deposite las sumas de dinero que la Junta determine sujetas a cambio de vez en cuando. En la actualidad, el depósito requerido es el siguiente:

Comercial o Industrial: Por cada unidad individual o múltiple, comercial o industrial servida por el mismo contador de servicio -- $300 por unidad.

Residencial: Por cada unidad de vivienda servida por el mismo contador de servicio -- $200 por unidad.

Depósito Adicional: A discreción del gerente, el Distrito puede exigir un depósito adicional como condición para el servicio de agua si (i) el Distrito determina que el consumidor tiene un historial de pago insatisfactorio, (ii) el consumidor no tiene solvencia o le han desconectado el servicio de agua por falta de pago, cheques regresados por fondos insuficientes o pagos con tarjeta de crédito anulados debido a cualquier discrepancia ó, (iii) la naturaleza de los servicios o el uso previsto del agua por parte del cliente justifica un depósito adicional – El total del depósito será determinado por el Gerente.

Reembolso del Depósito:

1) Dichos depósitos serán reembolsados a los titulares de la cuenta al finalizar el servicio de agua, siempre que se hayan pagado todos los cargos por consumo de agua. Sin embargo, no se realizará ningún reembolso cuando el saldo restante en la cuenta de depósito sea inferior a $ 5.00. Todos los montos menores a $ 5.00 serán transferidos a la cuenta de conservación de agua para ser utilizados para la educación del público con respecto a la conservación del agua.
2) Residencias unifamiliares solamente: Un año después de la fecha en que se realiza un depósito, el Administrador tiene la autoridad discrecional para reembolsar los depósitos con la presentación de un Formulario de reembolso de depósito PWD, y si el titular cumple con los son los siguientes: (a) al menos un año de historial de clientes activos establecidos, (b) no tiene ningún cargo de desconexión en la cuenta, (c) y no ha tenido ningún pago rechazado.

Exención de Depósito:

Las agencias públicas no estarán sujetas a los requisitos de depósito mencionados anteriormente. El solicitante cuya información se verifica como satisfactoria de acuerdo con el programa de servicios en línea de PWD calificará para la exención del depósito.

Transferencia de depósito:

Los titulares de cuentas existentes que cumplan con los requisitos para un reembolso de depósito pueden transferir de una cuenta a otra sin tener que hacer un depósito, siempre que no haya transcurrido más de treinta (30) días de servicio. Sin embargo, el proceso de solicitud del servicio de agua aún debe cumplirse.

Servicio de limpieza y revisión

Todas las solicitudes de servicio temporal se realizarán en un formulario de solicitud aprobado disponible en la oficina de PWD. El servicio temporal se proporcionará por un máximo de catorce (14) días hábiles para facilitar la limpieza y la presentación de la propiedad en venta o alquiler. Este servicio no debe usarse para mantenimiento que requiera grandes volúmenes de agua. Se cobrará un cargo de $100.00 que permite el uso de 5 unidades o menos antes del servicio; 6 o más unidades se cobrarán según las tasas actuales de PWD (esta tarifa está sujeta a revisiones ocasionales por parte de la Junta).

Conexiones de servicio de agua

Para aquellas instalaciones que no tienen una conexión de servicio existente, se le cobrará al solicitante los costos de instalación y materiales para una conexión de servicio además del Cargo por paridad de evaluación, la Tarifa de mejora de capital y el costo de una extensión principal (si es necesario). En todos los casos, el Solicitante contribuirá con las tomas de corriente existentes y los hidrantes de incendios públicos. Comuníquese con PWD para conocer las Reglas y Regulaciones adicionales y las tarifas y tarifas establecidas por la Junta.

Propiedad de las Instalaciones en la Localidad del Consumidor

El lateral de servicio, el medidor y la caja del medidor provistos a expensas del titular de la cuenta y ubicados total o parcialmente en las instalaciones del titular de la cuenta son propiedad de PWD. PWD tendrá, a todas horas razonables, acceso a medidores, conexiones de servicio y otras propiedades de su propiedad, que pueden estar ubicadas en las instalaciones del titular de la cuenta, para propósitos de instalación, mantenimiento, operación o remoción de la propiedad. Si se determina que el titular de la cuenta, el nuevo solicitante o el desarrollador son responsables de cualquier daño causado a la propiedad de PWD, dichos daños se reembolsarán a PWD al costo más los gastos administrativos generales. Si no se conoce la responsabilidad por el daño, los cargos se realizarán al titular de la cuenta actual o al propietario. PWD responsabiliza al dueño de la propiedad.

Agua para las necesidades de construcción

Todas las solicitudes de agua de construcción se realizarán en un formulario de solicitud aprobado disponible en PWD y acompañado de los montos de depósito correspondientes como se indica en ese formulario. Cualquier costo involucrado en el suministro de tales conexiones será pagado por adelantado por el solicitante. La aprobación del agua de construcción está sujeta a la disponibilidad de agua necesaria para satisfacer las demandas domésticas normales según lo determine el gerente. Comuníquese con PWD para conocer los usos permitidos del agua de construcción y otras reglas y regulaciones relacionadas con el agua para las necesidades de construcción.

La boca de incendios

Las bocas de incendio conectadas a las líneas principales de PWD son para uso de PWD y de agencias de protección contra incendios organizadas. Las demás partes que deseen utilizar agua de bocas de incendio para cualquier propósito deben obtener un permiso por escrito del Gerente y de la agencia de protección contra incendios apropiada antes de su uso, y deben operar el hidrante de acuerdo con las instrucciones emitidas por el Gerente. El uso no autorizado estará sujeto a penalidades y será procesado de acuerdo con la ley y estará sujeto a la multa apropiada especificada en el Apéndice D en las Reglas y Regulaciones de PWD. Además, cuando se determina que cualquier persona, compañía o agencia es la parte responsable que ha causado el daño de una boca de incendios o una explosión, PWD puede cobrarle a esa parte todos los costos necesarios para reparar los daños y el costo de la pérdida de agua.

SECCIÓN "D" - TARIFAS Y CARGOS

La Junta adoptó una estructura de tarifas de presupuesto de agua a partir del 1º de Enero de 2024. Las tarifas y cargos por el consumo de agua, según se especifica en varias clasificaciones de servicio y otros cargos varios, son establecidos por la Junta. Un presupuesto de agua es la cantidad de agua que se espera

que necesite para un mes específico. Los presupuestos de agua pueden variar mensualmente en función de las necesidades de riego al aire libre de temporada. Su asignación depende del número de personas (predeterminado 4) en su hogar y de su asignación de riego, que se basa en áreas irrigables de su propiedad. En la tabla siguiente, se muestra el cargo mensual por servicio en funcion del tamaño del medidor.

Tamaño del medidor (in)	Cargo mensual minimo ($)
5/8" - 1"	60.75
1 ½"	150.26
2"	229.94
3"	415.87
4"	681.61
6"	1345.37
8"	2142.20
10"	3072.09
12"	4240.64
Linea de incendio fija	95.97

Los cargos minoristas consisten en un cargo mensual mínimo por servicio, un cargo por tarifa de productos básicos, un cargo por calidad del agua y un posible recargo por aumento de elevación, si corresponde. El cargo mensual por servicio depende del tamaño del medidor del titular de la cuenta y se fija independientemente de la cantidad de agua consumida. La tarifa de productos básicos para el consumo de agua se basa en un sistema de 4 niveles. Las tasas oscilan entre $ 1.31 por cien pies cúbicos (cpc) y $4.98 por cpc; adicionalmente, se evalúa una tarifa de calidad del agua de $.05 por cpc. Los niveles 1 y 2 están diseñados para proporcionar suficiente agua para un uso eficiente en interiores y exteriores. Los niveles altos son más caros y reflejan el alto costo de usar demasiada agua. Para áreas de servicio de mayor elevación, se aplica un recargo adicional de elevación de $.07 a $ 1.23 por cpc.

CARGOS MISCELANEOS:
Con el fin de recuperar el costo asociado con las llamadas de servicio fuera de horario, pagos atrasados, desconexiones, reconexiones y otros daños sufridos por PWD, los elementos especificados que se enumeran a continuación se cargan a los titulares de cuentas y / o propietarios.

Cargo de configuración de cuenta: Todos los solicitantes que soliciten el servicio de agua están sujetos a un cargo de configuración de cuenta de $ 25.00.

Tarifa de activación (tarifa de viaje):: Si un cliente solicita que se encienda un servicio después de pagar todas las tarifas y cargos aplicables, pero no se encuentra en la propiedad y el agua se está ejecutando cuando un representante de PWD enciende el servicio de agua, se le exigirá al cliente que pague una tarifa de $ 15.00 por un viaje adicional para intentar nuevamente encender el agua.

Recordatorio: PWD enviará un Aviso de Recordatorio el día 26 a partir de la fecha de vencimiento del Factura o el siguiente día hábil si el día 26 no es un día hábil. El Aviso incluirá el monto vencido, la nueva fecha de vencimiento que refleja una extensión de 25 días y la fecha de cierre. Además, un cargo por retraso del 10% del saldo vencido durante los primeros 30 días. Después de los primeros 30 días, para los saldos no pagados se cobrará una multa de 1 ½ por ciento.

Aviso de cierre: PWD enviará un Aviso de cierre el día 26 a partir de la fecha de vencimiento del Aviso de Recordatorio o el siguiente día hábil si el día 26 no es un día hábil. El aviso incluirá el monto vencido y la fecha de vencimiento final para evitar la desconexión por falta de pago. Se aplicará un cargo de $ 5.00 a la cuenta para compensar el costo de emisión de este aviso.
Tarifa de cierre: PWD puede desconectar el servicio de un titular de la cuenta por varias razones, que incluyen, entre otras, (a) la falta de pago de las facturas, (b) el incumplimiento de las reglas y (c) el uso fraudulento del servicio. Dichas desconexiones involuntarias están sujetas a una tarifa de cierre de $ 30 y / u otros cargos administrativos.

Restauración del servicio: PWD procurará realizar reconexiones tan pronto como sea posible y PWD hará la reconexión antes del final del ***siguiente día hábil*** después de la solicitud del titular de la cuenta y el pago de las tarifas de desconexión y / o depósito (s) de seguridad correspondientes.

Cobro por pago devuelto: Cuando se rechaza el pago de un titular de cuenta por cualquier motivo, PWD considerará que la cuenta no se pagó. A la cuenta del titular de la cuenta se le aplicará un cargo de pago rechazado de $ 45.00 (tarifa de $ 25.00 y tarifa de $ 20.00 para la etiqueta de la puerta). Se emitirá un Aviso de desconexión de 48 horas para obtener la restitución total del pago rechazado. No se aceptarán cheques para este tipo de transacción. El servicio de agua se desconectará si el monto del pago rechazado y todas las tarifas y / o depósitos aplicables no se pagan dentro del período de 48 horas. Al cerrar el servicio de agua por un pago rechazado, se aplicará una tarifa de cierre de $ 30 a la cuenta y se podrá solicitar un depósito de seguridad adicional.

Tarifa de llamada de servicio que no es de emergencia: Las llamadas de servicio realizadas los días laborables después del horario habitual de trabajo (de 8:00 a. M. A 6:00 p. M.), Los viernes, sábados, domingos o días festivos están sujetas a una tarifa de $ 80.00.

Cobro por medidor extraído: Si el servicio de un titular de cuenta ha sido desconectado y luego se encuentra de nuevo ilegalmente, el medidor será retirado de las instalaciones y se cobrará un cargo de $ 60.00. Este cargo, junto con cualquier otro cargo aplicable, se debe pagar antes de que se pueda reconectar el servicio y el medidor.

Carga de reparación de la llave central de paso: Si PWD encuentra que la detención del ángulo está dañada y el trabajo para reemplazarla se realiza durante el horario comercial normal, el costo para reemplazarla es de $ 440.00. Si el reemplazo tiene que hacerse después de horas hábiles, fines de semana o feriados, el costo para reemplazar la parada de ángulo es de $ 600.00.

SECCIÓN "E" - FACTURACIÓN Y PAGO

Prestación de facturas: Las facturas por el servicio se entregarán mensualmente y vencen y se pagarán a la recepción. Las facturas se vuelven morosas a los 25 días de la fecha de la factura. Es responsabilidad del titular de la cuenta asegurarse de que los pagos se reciban en la oficina de PWD de manera oportuna. Si el pago por un período de facturación no se realiza en o antes del día 25 después de la fecha de la factura, se cobrará un cargo por retraso del 10% del saldo adeudado. Cada factura mensual refleja el vencimiento, que incluye el 10% por el cargo por mora, así como la nueva fecha de vencimiento, que es de 15 días a partir de la fecha de vencimiento de la factura original.
Opciones de pago:
Por correo: Envíe por correo el cheque o giro postal junto con el talón de pago de su factura a: Palmdale Water District, PO BOX 904070, PALMDALE, CA 93590-4070.
Por teléfono: Aceptamos pagos con tarjeta de crédito Visa, Master y Discover sin cargo adicional. Llame a nuestro Departamento de Atención al Cliente al 661-947-4111, opción 2. Servicio automatizado: 855-498-9969.
En persona: Aceptamos efectivo, cheques / giros postales, tarjetas de crédito (Visa, Master y Discover).
En el buzón de pagos: Coloque el cheque o el giro bancario junto con el talón de pago de facturas en nuestra casilla ubicada en el frente de nuestra oficina (2029 E. Avenue Q, Palmdale, CA 93550). Los pagos realizados a través del buzón nocturno se publicarán en su cuenta el siguiente día hábil.
En línea: www. palmdalewater.org
*** (Los pagos telefónicos electrónicos y automatizados pueden demorar hasta 48 horas para reflejarse en su cuenta).
Paga cerca de mi: Los pagos en efectivo se pueden procesar en persona con su factura o código PNM en cualquier tienda local de 7-Eleven, Family Dollar y ACE Cash Express. Los pagos realizados a través de Pay Near Me se publicarán en su cuenta el siguiente día hábil.
Amortización del saldo no pagado por afección médica: Tras la confirmación por escrito de la certificación del médico de las condiciones que amenazan la vida, determinación de PWD de la incapacidad del titular de la cuenta para pagar y aprobación de PWD de la solicitud escrita del titular de la cuenta de un plan de amortización de 12 meses, se establecerá un plan de amortización por escrito entre PWD y el titular de la cuenta. Al titular de la cuenta se le cobrará una tarifa administrativa, y el plan incluirá un cargo por intereses del 10% anual o la tasa legal máxima, la que sea menor, sobre el saldo impago. El titular de la cuenta debe cumplir con el plan y mantenerse actualizado a medida que se acumulan los cargos en cada período de facturación posterior. El titular de la cuenta no puede solicitar una amortización adicional de los cargos no pagados subsecuentes al pagar cargos morosos de conformidad con un plan de amortización. El incumplimiento de los términos del plan dará como resultado la entrega de un Aviso de desconexión de 48 horas.
Disputa de fracturas: El titular de la cuenta tiene el derecho de iniciar una queja o solicitar una investigación con respecto a la exactitud de los cargos de agua en cualquier factura presentada por PWD. El servicio de agua no puede terminarse hasta que se complete la investigación y el titular de la cuenta haya sido notificado de la decisión de PWD.

Hasta cinco (5) días calendario antes de la Fecha de anulación en la factura, el titular de la cuenta puede presentar dicha queja por escrito y entregársela a PWD, junto con toda la evidencia y los datos que el titular de la cuenta desee que sean considerados por PWD.

El gerente deberá revisar la queja y tomar una decisión con respecto a la exactitud de los cargos de agua. Si se determina que los cargos por consumo de agua son incorrectos, se proporcionará una factura corregida y los cargos revisados vencerán dentro de los diez (10) días calendario posteriores a la fecha de facturación de los cargos revisados. Si se determina que los cargos de agua son correctos, la factura vence y es pagadera en el momento en que se rinde la decisión del Administrador.

Si la decisión del Administrador no satisface al titular de la cuenta, el titular de la cuenta puede solicitar por escrito una audiencia ante el Consejo en la próxima reunión ordinaria. La solicitud debe presentarse por escrito a PWD por lo menos cuatro (4) días calendario antes de la próxima reunión regular de la Junta.

SECCION "F" - CONSERVACION DEL AGUA

Se insta a cada titular de la cuenta de PWD a que instale dispositivos para reducir la cantidad de agua utilizada para limpiar los inodoros y para reducir el índice de flujo de las duchas. Se insta a cada titular de la cuenta a que adopte otras prácticas y procedimientos de uso y reutilización del agua que sean factibles y razonables. Para consejos y consejos sobre cómo evitar el riego excesivo, detectar fugas, economizar agua y reutilizar el agua o ideas de jardinería utilizando plantas tolerantes al agua y temas difíciles, comuníquese con nuestro Ayudante de conservación del agua al 661-947-4111 Ext. 1001 durante el horario comercial.

La ley de California prohíbe el desperdicio y el uso irracional de agua y requiere que PWD tome todas las medidas apropiadas para evitar el desperdicio y el uso desmedido de este recurso natural limitado.

SECCIÓN "G" - ORGANIZACIÓN DE LA JUNTA DIRECTIVA

Hay cinco directores elegidos de cinco divisiones dentro de los límites de servicio de PWD. Los directores deben vivir dentro de las divisiones que sirven y son votados por residentes dentro de sus divisiones. Las reuniones regulares de la Junta se llevarán a cabo el segundo y cuarto lunes de cada mes calendario a las 6 p.m. en la oficina de PWD.

APPENDIX T

FACILITY TOUR POLICY

The District owns and operates a number of different types of facilities in order to obtain, treat, and distribute water to its customers. These include the main office and maintenance yard, Water Conservation Garden Park (future), Palmdale Water Treatment Plant, Wind Turbine, Hydroelectric Turbine, Palmdale Dam and Reservoir, and the Littlerock Dam and Reservoir Recreation Area. The District also recognizes the importance of allowing these facilities to be available under certain conditions for public and educational tours. This policy establishes the conditions and requirements for various types of tours.

The security of the District's facilities and safety of those involved on a tour are very important. Therefore, tours will not be conducted during periods of "High (Orange)" Security Levels or above as established by the Department of Homeland Security, during construction activities at facilities, or during adverse weather conditions. Otherwise, tours may be scheduled by the District as demand exists and staffing allows.

The District will require all groups to provide liability waivers from or insurance coverage for tour participants as determined necessary. A description of the different types of tours offered and the rules for each are as follows:

Grade School Age Students and Youth Organizations

These tours will provide general information about the facilities and may include lunch trips to Littlerock Dam and Reservoir. Rules for these tours are as follows:

- The District may assist with school transportation costs to the extent provided in the approved budget;
- Only one tour with a maximum of sixty (60) students/ youth will be conducted per day;
- A ratio of one adult to ten (10) students/youth is requested. No tour will be conducted if the ratio is less than one adult to fifteen (15) students/youth;
- Adults included in the tour will be required to provide photo identification and sign an attendance sheet;
- Student/youth behavior and any necessary discipline will remain the responsibility of teachers and/or any accompanying adults;
- Disruptive behavior or failure to follow instructions may result in cancellation of the tour;
- No recording devices, video or still cameras of any kind will be permitted.

High School and College Age Students and Youth Organizations

These tours will provide more detailed information about the facilities. The focus will be on using mathematics, chemistry, and other sciences in a practical manner. Rules for these tours are as follows:

- Only one tour with a maximum of twenty (20) students/ youth will be conducted per day;

- A ratio of one adult to ten (10) students/youth is requested. No tour will be conducted if the ratio is less than one adult to twenty (20) students/youth;
- Students/youth will be required to sign an attendance sheet;
- Adults, including students eighteen years old and older, will be required to provide photo identification and sign an attendance sheet;
- Unless otherwise approved by the General Manager, all attendees will leave their private vehicles at an offsite location;
- Student/youth behavior and any necessary discipline will remain the responsibility of teachers and/or any accompanying adults;
- Disruptive behavior or failure to follow instructions may result in cancellation of the tour;
- No recording devices, video or still cameras of any kind will be permitted.

Agencies, Governments, Vendors, Trade Associations, and Others

The subject of these tours will vary as to the interest of the group requesting the tour. Rules for these tours are as follows:

- Tour attendees will be required to provide photo identification, a second form of identification and sign an attendance sheet;
- Unless otherwise approved by the General Manager, all attendees will leave their private vehicles at an offsite location;
- No recording devices, video or still cameras of any kind will be permitted.

ADOPTED BY THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT
AT A REGULAR MEETING HELD APRIL 26, 2004

APPENDIX U

INVITATION TO BID
SALE TERMS AND CONDITIONS

"Appendix U"
Invitation To Bid

Item description (this item may need repair and/or may be incomplete):

Year:	Miles/Hours:
Make:	Engine:
Model:	Transmission:
Serial No.:	Item No.:

Known attributes/deficiencies:

(The absence of reported deficiencies does not mean that deficiencies do not exist)

All available information regarding this item has been disclosed above. Any additional information should be obtained through your personal inspection of the above item prior to bidding on the item. Inspection available at the following place and times:

Palmdale Water District
2029 E. Ave. 'Q'
Palmdale, CA 93550

Bids may be submitted at Palmdale Water District office during normal office hours. Bids must be received no later than:

Bids shall be opened in public at the following place and time:

Palmdale Water District
2029 E. Ave. 'Q'
Palmdale, CA 93550

By bidding on this item, you are agreeing to the following terms and conditions:

- All property listed in the invitation to bid is offered for sale "AS-IS, WHERE IS". Palmdale Water District makes no warranty, expressed or implied, as to kind, condition, character, or quality of any of the property, or it's fitness for any use or purpose.
- Failure to inspect property shall not constitute grounds for a claim for full or partial refund or for withdrawal of a bid after the close of bidding.
- All sales are subject to the General Sale Terms and Conditions, available at the District Office.

Bidder:

Name: _____ Phone: _____

Address: _____ _____

City: _____ State: ___ Zip: ___

Item:

Item # _____

Serial # _____

Bid Amount: _____

"Appendix U"
General Sale Terms and Conditions

1. Inspection.

Property will be available for inspection at the time and place specified on the invitation to bid. All Bidders are urged to inspect the property prior to submitting a bid!

2. Bidding.

All bids shall be presented on forms provided by the District, under seal, in an envelope provided by the District. Bids must be received at the District office by the time and date indicated on the Invitation to Bid. Bids may NOT be withdrawn after the close of bidding without penalty. Any Bidder that withdraws their bid after the closing of bids will result in the disqualification of all bids by that bidder. The District shall only consider the highest bid of a Bidder submitting multiple bids on an item.

3. Payment.

Purchaser agrees to pay for property awarded him/her in accordance with the price quoted in his/her bid. Full payment must be received by the District within 10 calendar days of bid award. Payment shall be by cash or certified check. Certified checks shall be made payable to:

Palmdale Water District
2029 E. Ave. 'Q'
Palmdale, CA 93550

Any required transfer fees shall be paid by the Purchaser.

4. Title.

Title to property sold will be transferred to the Purchaser when full and final payment is received by the District. Receipt of payment of the sale price, including any applicable fees, and delivery of keys, if applicable, to the Purchaser or their designated representative constitutes delivery and possession of the property. The District rejects any liability once a Purchaser takes possession of the property.

5. Delivery, Loading, and Removal of Property.

Unless otherwise provided in the invitation, the Purchaser shall be entitled to obtain the property upon full payment therefore with delivery being made only from the exact place where the property is located, during normal business hours of the District.

Loading assistance will NOT be provided by the District. The Purchaser will make all arrangements and perform all work necessary at his/her expense to effect removal of the property. All work necessary to effect removal of the property shall be in compliance with all federal, state and local laws, rules and regulations.

Purchaser shall remove all property awarded Purchaser within 10 calendar days of bid award. If, at the sole discretion of the District, additional time should be allowed for removal, such determination shall be reduced to writing, and such additional time as specified shall be allowed. If the Purchaser is permitted to remove the property the property after the expiration

of time originally allowed for removal, the District, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge prior to removal of the property.
The Purchaser shall reimburse the District for any damage to District property caused during removal operations by the Purchaser or his/her authorized representative.
Property purchased will be released only to the Purchaser or his/her authorized representative. The authorized representative must furnish written authorization from the Purchaser to the District before any delivery or release will be made.
Property described or located in or on boxes, crates, skids, or containers of any kind is NOT warranted as packaged suitable for shipment.
Segregation, culling, or selection of property for the purpose of effecting partial or incremental removals will not be permitted except as specifically authorized and prescribed by the District.

6. Default.

If, after the award, the Purchaser breaches the General Sale Terms and Conditions by failure to make full and final payment within the time allowed by the contract or by failure to remove the property as required by the General Sale Terms and Conditions, the Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred.
If the property was awarded on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded.
If the Purchaser otherwise fails in the performance of his/her obligation, the District may exercise such rights and may pursue such remedies as are provided by law or under contract.
Purchaser agrees that in the event he/she fails to pay for the property or remove same within the prescribed period of time, any and all bids Purchaser has or may submit may be rejected.

7. Setoff of Refunds.

Bidder or Purchaser agrees that the District may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts out of prior transactions with the District.

8. Limitation on Districts Liability.

The measure of the Districts liability in any case where liability of the District to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the District may have received.

9. Oral Statements and Modifications.

Any oral statement or representation by any representative of the District, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

10. Claims Liability.

Bidder or Purchaser agrees to save the District harmless from any and all actions, claims, demands, judgments, liabilities, costs, and attorneys' fees arising out of, claimed

on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and al persons whatsoever, including members of the general public, or to the property of any legal or political entity including any State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from District control.

11. Acceptance or Rejection Of Bids.

The District reserves the right to reject any and all bids should it deem it to be for the public good, or may award the surplus personal property to the highest Bidder at the price specified on the bid.

12. Eligibility of Bidders.

The bidder warrants that he/she is not under 18 years of age.

13. Requirements to Comply With Applicable Laws and Regulations.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local laws, rules and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation.

APPENDIX V

GUIDELINES FOR DIRECTOR COMPENSATED MEETINGS AND ACTIVITIES

AND

DIRECTOR MEETING REPORT FORM

ORDINANCE NO. 21-1

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING AN INCREASE IN DIRECTORS' COMPENSATION PAID FROM $150.00 TO $220.00 FOR EACH DAY'S ATTENDANCE AT MEETINGS OR EACH DAY'S SERVICE RENDERED AS A MEMBER OF THE BOARD OF DIRECTORS

WHEREAS, on February 9, 1998, the Board adopted Ordinance No. 98-1 pursuant to Water Code Sections 20201 and 20202 setting the compensation of Board members; and

WHEREAS, on December 11, 2009, the Board voted to reduce compensation of Board members pursuant to Water Code Sections 20201 and 20202; and

WHEREAS, the compensation for Directors for each day's attendance at meetings of the Board is $150.00 under Board action taken December 11, 2009; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on May 30, 2021 and June 6, 2021 pursuant to Water Code Section 20203.

BE IT ORDAINED by the Board of Directors of the Palmdale Water District, as follows:

Section 1: The recitals above are true and correct and incorporated herein by reference.

Section 2: Compensation to members of the Board of Directors of the Palmdale Water District is hereby increased to $220.00 per day for each day's attendance at meetings of the Board, or for each day's service rendered as a member of the Board by request of the Board.

Section 3: Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

Section 4: This Ordinance shall be effective sixty (60) days after its passage.

Section 5: Upon the effective date of this ordinance, Ordinance No. 98-1 shall no longer be in effect.

Section 6: The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District on June 14, 2021 by the following roll call vote:

Aye: President Dizmang, Directors Dino, Mac Laren-Gomez, Merino

No: None.

Absent: Director Wilson

Abstain: None.

Gloria Dizmang, President
Board of Directors
Palmdale Water District

ATTEST:

Kathy Mac Laren-Gomez, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Pam Lee, Assistant General Counsel
Aleshire & Wynder, LLP

APPENDIX V

Palmdale Water District Guidelines for Director Compensated Meetings and Activities				
Organization/Affiliation	**Meeting, Event, or Function**	**Critieria**	**Director Fee**	**Expenses**
Palmdale Water District	Business Functions: Board meetings, Committee meetings, Appointed Position meetings (i.e. AVSWCA, Plant 42 ERAB), and General Manager initiated meetings.	All meetings and functions sponsored or conducted by the District; all Board-approved chair, member, and alternate committee and liaison assignments as provided; legislative meetings and trips for District related business.	YES	YES
	Internal District Activities: Staff meetings, Employee Lunches, Employee Appreciation Events, and Christmas Lunch/Dinner, etc.		NO	NO
	Water Awareness Activities: Landscape Workshops, Blue Ribbon Water Week, Water Awareness Month Activity, etc.	Director compensation only if scheduled to work a booth or some aspect of the event.	YES	YES
Antelope Valley water purveyors	Public Board and committee meetings of AVEK, LCID, QHWD, RCSD, LACWW District 40, and mutual water companies.	All meetings in this category can be claimed for compensation during the first year of a new director's term. All meetings and functions sponsored or conducted by these organizations where business with PWD is directly referenced as an agenda item can be claimed for compensation by all directors.	YES	YES
Areas Served by the District	Meetings of the Palmdale City Council, Palmdale Planning Commission, Los Angeles County Regional Planning, and Los Angeles County Board of Supervisors.	All meetings in this category can be claimed for compensation during the first year of a new director's term. All meetings and functions sponsored or conducted by these organizations where business with PWD is directly referenced as an agenda item can be claimed for compensation by all directors.	YES	YES
Antelope Valley Integrated Regional Water Management Group	Monthly meetings scheduled through completion of Plan.	Meetings will be compensated for one director per month unless an Ad-Hoc Committee is formed for this issue. Both assigned directors would then be eligible for attendance compensation.	YES	YES
Association of California Water Agencies (ACWA)	ACWA Spring and Fall Conferences (including ACWA/JPIA meetings), Federal and State Legislative Conferences, Region 8 meetings, ACWA-appointed committee meetings, Public Water Agency Group meetings, and other ACWA-sponsored events.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
California Special Districts' Association (CSDA)	Annual Conference, educational functions, legislative meetings, CSDA-appointed committee meetings, and other CSDA-sponsored events.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
Water Education Foundation	Annual briefings and water-related tours.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
Director Training Programs	CSDA Governance Academy and Special District Institute Certificate of Completion.	All new directors are encouraged to complete one or both of these programs in their first two years on the Board in addition to any legally required training.	YES	YES
Palmdale Chamber of Commerce	Annual dinner, monthly business meetings, business mixers, monthly luncheons, Christmas Parade, and other special events.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Antelope Valley Non-Governmental Organizations	Meetings of the A.V. Board of Trade, A.V. Building Industry Association, Palmdale Sheriff Boosters, Chambers of Commerce, etc.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Antelope Valley Governmental Organizations	Meeting of the Sanitation Districts of Los Angeles County Districts 14 and 20, Lahontan Regional Water Quality Control Board (Southern California), Lancaster City Council, town councils, etc.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Community Events	Antelope Valley Fair, Home & Garden Show, Palmdale Fall Festival, Palmdale Thursday Nights at the Square, Summer Concerts, Poppy Festival, etc.	Attendance not compensable unless speaking on behalf of the District, scheduled to work a booth on behalf of the District, or otherwise act as a formal representative of the District.	NO	NO

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

PALMDALE WATER DISTRICT
DIRECTOR MONTHLY MEETING
COMPENSATION FORM

INSTRUCTIONS: SUBMIT FORM TO DANIELLE HENRY BY THE FIRST REGULAR BOARD MEETING FOR PRIOR MONTHS' MEETINGS. VERIFIED FORMS WILL BE FORWARDED FOR PROCESSING.

DIRECTOR TO COMPLETE AB1234 REPORTING COLUMN

NAME:_____ **MONTH:**_____ **YEAR:**_____

SIGNATURE:_____ **DATE:**_____

MEETING DESCRIPTION	*DATE*	*AB1234 REPORT GIVEN PER ARTICLE 4 SECTION 4.07.5*	*AMOUNT*
REGULAR BOARD MEETINGS: 2nd Monday		N/A	$
4th Monday		N/A	$
SPECIAL BOARD MEETINGS:			
		N/A	$
		N/A	$
		N/A	$
COMMITTEE MEETINGS:			
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
OTHER AUTHORIZED MEETINGS:		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		☐ Yes ☐ No	$
		TOTAL AMOUNT DUE:	$

FOR OFFICE USE ONLY:
VERIFICATION OF AB1234 REPORTING
PER BOARD MINUTES

NAME/SIGNATURE DATE

PALMDALE WATER DISTRICT
DIRECTOR EXPENSE REPORT

Name of Conference/Dates

**Expense Type	Sun.	c	cc	Mon.	c	cc	Tues.	c	cc	Wed.	c	cc	Thurs.	c	cc	Fri.	c	cc	Sat.	c	cc	Total
Hotel																						
Telephone																						
$15/DAY-Breakfast																						
$20/DAY-Lunch																						
$40/DAY-Dinner																						
Gratuities																						
Air Travel																						
Shuttle/Taxi Fares																						
Parking																						
Registration Fees																						
Total																						
Mileage				To			Around Town			Return						Total Roundtrip						
Start																Roundtrip						
End																						
Total																						

CC - Denotes a Credit Card (CalCard) Expenses/C - Denotes a Cash Expenses
Personnal Credit Cards are considered "Cash"; check the CC box for District CalCard Expenses

Total Mileage: _____

x Mileage Rate: _____

Cash Expenses: _____

Credit Card Expense: _____

Mileage Expense: _____

Total Expenses: _____

Total Reimbursement: _____

Printed Name

Director's Signature: **Date:**

PER RULES AND REGULATONS ARTICLE 4.07.4: DETAILED RECEIPTS AND SUMMARY RECEIPTS MUST BE ATTACHED FOR ALL EXPENSES

REVISED: JUNE 1, 2023

DIRECTOR MEETING REPORT FORM

NAME:_____ **DATE:**_____

PWD BOARD APPROVAL DATE:_____

NAME OF MEETING/ORGANIZATION:

DATE(S) AND LOCATION OF MEETING:

GENERAL SUBJECT MATTER OF MEETING:

KEY POINT(S) RELATING TO PWD OPERATIONS AND/OR POLICIES:

LIST OF NEW CONTACT(S) AND HOW THEY CAN BENEFIT PWD:

APPENDIX W

RECORD-RETENTION POLICY

RESOLUTION NO. 19-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE DISTRICT AMENDING AND RESTATING ITS RECORD RETENTION POLICY AND RECORD RETENTION SCHEDULE FOR THE DISTRICT AND APPROVING DESTRUCTION OF RECORDS IN ACCORDANCE THEREWITH

WHEREAS, in order to maintain the efficiency of the operation of the Palmdale Water District ("District"), it is helpful to authorize the destruction of records held by the District which are no longer useful or necessary for the operation of the District and which will not foreseeably become useful or necessary in the future; and

WHEREAS, Government Code Section 60200, et seq. and Water Code Section 21403 sets forth certain legal requirements relating to the retention and destruction of certain records and documents; and

WHEREAS, the Board of Directors desires to authorize the General Manager, or his or her designee, to review the District records from time-to-time, and to provide for the removal and destruction of those documents and records which are no longer required by statute to be retained and which are no longer necessary or useful in the District's operations; and

WHEREAS, on November 21, 2005, the Board of Directors of the District adopted Resolution No. 05-10 to adopt a Record Retention Policy and establish a Record Retention Schedule to establish an orderly procedure for the storage, reproduction and possible destruction of District records on a continuing basis and to provide for the protection of records vital to the District in the event of a disaster; and

WHEREAS, on July 25, 2012, the Board of Directors of the District adopted Resolution No.12-10 amending and restating its Record Retention Policy and Record Retention Schedule.

WHEREAS, the Board of Directors desires now to amend and restate its Record Retention Policy, attached hereto as Exhibit "A" and its Record Retention Schedule attached hereto as Exhibit "B."

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Palmdale Water District as follows:

1. **Section 1**. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

2. **Section 2**. The Board of Directors hereby approves and adopts the Records Retention Policy set forth in Exhibit "A", attached hereto, which establishes guidelines for the retention and destruction of District records.

3. **Section 3**. The Board of Directors hereby approves and adopts the Record Retention Schedule set fort in Exhibit "B," attached hereto, which outlines the length of time a District record must be retained by the District.

4. **Section 4**. The General Manager of the District, or designee, shall be the official custodian of all District records, files, and documents, and no records, files, or documents shall be removed from the District, deleted, or destroyed without the express authorization of the General Manager, or designee, given in accordance with the Records Retention Policy; provided that the General Manager may delegate the authority under this section to another employee of the District.

5. **Section 5**. The Board of Directors directs the General Manager to review the Record Retention Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep retention information current and efficiently maintained.

6. **Section 6**. Upon the effective date of this Resolution, Record Retention Policy, and Record Retention Schedule, adopted herein, the Resolution, Record Retention Policy, and Record Retention Schedule shall supersede any and all prior resolutions, policies, and schedules adopted prior to that date.

7. **Section 7**. If any provision in this Resolution, Record Retention Policy, or Record Retention Schedule, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, Record Retention Policy, or Record Retention Schedule, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, Record Retention Policy, or Record Retention Schedule, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

8. Section 8. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Palmdale Water District at a Regular Board Meeting held on the 14th day of October, 2019.

Vincent Dino, President

ATTEST:

Don Wilson, Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric Dunn, General Counsel

EXHIBIT "A"

PALMDALE WATER DISTRICT
RECORD RETENTION POLICY

The purpose of this RECORD RETENTION POLICY ("Policy") is to provide guidelines to staff regarding the retention or destruction of PALMDALE WATER DISTRICT ("District") records; provide for the identification, maintenance, safeguarding and destruction of records in the normal course of business; ensure prompt and accurate retrieval of records; and, ensure compliance with legal and regulatory requirements.

The General Manager, or his or her designee, is authorized by the BOARD OF DIRECTORS ("Board") to interpret and implement this policy, and to cause to be destroyed any or all such records, papers, and documents that meet the qualifications listed in this policy.

Pursuant to Government Code Section 60200, et seq. and Water Code Section 21403, the following qualifications will govern the retention and destruction of District records.

1. The General Manager shall be the official custodian of all District records. No records shall be removed from the District, deleted, or destroyed without express authorization of the General Manager given in accordance with this policy, provided that the General Manager may delegate the authority under this Policy to another employee of the District.

2. District records shall be retained for the period of time indicated on the Record Retention Schedule attached hereto as Schedule 1. In some instances, circumstances may exist which justify the retention of a particular record for a longer period of time.

3. District records (whether originals or reproductions) may be destroyed at the end of their applicable retention period unless the General Manger, or his or her designee, determines there is a compelling reason to continue retention of the document.

4. Any duplicate record may be destroyed at any time so long as the original or a permanent electronic or other permanent record of which is maintained in accordance with this policy.

5. All original records to be destroyed must be listed. Requests for the destruction of original records must be approved by the General Manager and the General Counsel prior to destruction. A Request for Records Destruction/Certificate of Destruction and listing of documents to be destroyed, and copy of the appropriate page(s) from the records retention schedule shall be filed in the District.

6. The following records shall be retained permanently in their original form, unless the Record Retention Schedule expressly authorizes the records to be preserved in a permanent electronic format or other permanent method of preserving a copy:

a. Records that relate to the formation, change of organization, or reorganization of the District;

b. Ordinances and resolutions adopted by the Board;

c. Minutes of any meeting of the Board;

d. Records that relate to the title to real property in which the District has an interest;

e. Records determined by the Board or the General Manager to be of significant and lasting historical, administrative, engineering, legal, fiscal, or research value; and

f. Records required by law to be permanently retained.

7. Regardless of the retention periods indicated on the Record Retention Schedule, the following records shall continue to be retained:

   a. Records that are the subject of any pending request made pursuant to the California Public Records Act, whether or not the District maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the District provided written notice that the request has been denied;

   b. Records that relate to any pending construction that the District has not accepted or to which a stop notice claim legally may be presented;

   c. Records that relate to any nondischarged debt of the District;

   d. Records that relate to any pending claim or litigation or any settlement or other disposition of litigation within the past two years;

   e. Records that relate to any nondischarged contracts to which the District is a party;

   f. Records that have not fulfilled the administrative, fiscal, or legal purpose for which it was created or received;

8. All records authorized for destruction shall be destroyed and disposed of in a commercially reasonable manner.

9. The District may utilize alternative storage methods for those records which are not required to be maintained in their original form. Upon Board authorization, District records may be photographed, microphotographed, reproduced by electronic video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document. This preservation must comply with minimum standards or guidelines recommended by the

American Standards Institute or the Association for Information on Image Management for recording of permanent records or non-permanent records.

a. The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium shall be maintained in conveniently accessible files with provision being made by the District for preserving, examining, and using files.

b. The reproductions can be certified, and such certified reproductions shall be deemed to be original public records for all purposes pursuant to Government Code §60203. Certification of the record must comply with standards approved by the California Attorney General, including a statement of identity, description and disposition or location of the records reproduced and the date, reason, and authorization for such reproduction.

LEGEND	
C = Completion/Closed	S = Supersede
D = Disposal of underlying asset	T = Termination
P = Permanent	

CITATIONS	
CCP = Code of Civil Procedure	GC = Government Code
CCR = Code of California Regulations	LC = Labor Code
CFR = Code of Federal Regulations	USC = United States Code

MEMORANDUM

DATE XX/XX/XX

TO: _____, General Manager
_____, General Counsel

FROM: _____

RE: REQUEST FOR RECORDS DESTRUCTION

On October 14, 2019, the Board of Directors adopted Resolution No. 19-14 establishing a Record Retention Policy and Schedule. In accordance with that policy and schedule, certain records have been identified as eligible for destruction. A listing of those records and relevant sections from the records retention schedule are attached.

Provide general information about the request: *[EXAMPLE: 15 BOXES OF RECORDS EXCEEDING THE RETENTION REQUIREMENTS AND, AS SUCH, ARE BEING PREPARED FOR DESTRUCTION. THE METHOD OF DESTRUCTION WILL BE VIA RECYCLING.]*

Please sign below indicating your approval for the destruction of the attached listing of records.

_____ _____

General Manager General Counsel

CERTIFICATE OF DESTRUCTION

I, [EMPLOYEE NAME], do hereby certify that the records listed on the attached were properly disposed of on [DATE].

_____

Original: Executive Assistant or Admin. Management Analyst

Attachments:

1. List of records to be destroyed
2. Relevant sections of the records retention schedule

SAMPLE - Records Destruction List

RECORD FOR DESTRUCTION
TO BE DESTROYED [MONTH] [DATE], 2019

DEPT./ OFFICE	CREATION YEAR	DESTROY YEAR	DOCSTAR REVIEW/DATE	DESCRIPTION
Accounting	2000	2005		Receipt Journals, Budget Amendments
Accounting	2001	2006		Receipt Journals, Budget Amendments
Accounting	2002	2007		Receipt Journals, Budget Amendments
Accounting	2003	2008		Receipt Journals, Budget Amendments
Accounting	2004	2009		Receipt Journals, Budget Amendments
Accounting	2000	2010		Receipt Journals, Budget Amendments
Admin	2000	2010		Department Policies
Admin	2000	2010		City Manager Reports
Admin	2000	2010		Staff Meeting Notes

EXHIBIT "B"

LEGEND: C = Completion-Closed / D = Disposal of underlying asset / P = Permanent / S = Supersede / T = Termination

Review Category	Record Series	Retention Period Citation (Years)		Description/Notes	Review Notes
Administrative/General	Annexation records	P			
Administrative/General	Board meeting agendas and packets	2		Original agendas and special meeting notices, including certificates of posting, original summaries, original communications and action agendas.	
Administrative/General	Board meeting minutes	P	GC 60201		
Administrative/General	Board meeting recordings, audio/video	3 months	GC 34090.7		
Administrative/General	Bylaws	P		For districts that have Bylaws	May destroy 5 years after superseded (repealed, invalid, or unenforceable)
Administrative/General	Claims	C+5	GC 25105.5		
Administrative/General	Conflict of Interest Code	S + 7		May be kept in permanent electronic format or other permanent method for preserving a copy after 2 years	
Administrative/General	Contract, services or goods provided to District (not including construction contracts)	T+4	GC 60201		
Administrative/General	Correspondence, general	2		Letters; emails; memos [note GC provides 2 years; AB 1184 would be 2 years for public agency e-mails]	
Administrative/General	Expense reimbursement	3			
Administrative/General	FPPC - Form 700	7	GC 81009(e)	FPPC filings; May be kept in permanent electronic format or other permanent method for preserving a copy after 2 years	
Administrative/General	FPPC - other forms	7	FPPC Regs. 18944; FPPC filings; May be kept in permanent electronic format or other permanent 18944.1; GC 82015 method for preserving a copy after 2 years		
Administrative/General	Formation records	P	GC 60201		
Administrative/General	Grant application, successful	C+5			
Administrative/General	Grant funding records	C+5			
Administrative/General	Judgments; court orders; settlement agreements	P			
Administrative/General	Ordinances	P	GC 60201		May destroy 5 years after superseded (repealed, invalid, or unenforceable)
Administrative/General	Policies and procedures	S+3			
Administrative/General	Public Records Act requests	C+2			
Administrative/General	Resolutions	P			May destroy 5 years after superseded (repealed, invalid, or unenforceable)
Administrative/General	Rules and regulations	S+3			
Administrative/General	Software license agreement and documentation	C+3			
Administrative/General	Staff reports	2			
Board of Directors	Campaign disclosure, elected	7	GC 81009(c), (g)	FPPC filings; May be kept in permanent electronic format or other permanent method for preserving a copy after 2 years	
Board of Directors	Campaign disclosure, not elected	E+5	GC 81009(b), (g)	FPPC filings; May be kept in permanent electronic format or other permanent method for preserving a copy after 2 years	
Board of Directors	Election records	E+4		Candidate statements; nomination papers	
Board of Directors	Ethics training certificates	7	GC 53235.2		
Board of Directors	Expense reimbursement	3			
Board of Directors	FPPC - Form 700	7	GC 81009(e)	FPPC filings; May be kept in permanent electronic format or other permanent method for preserving a copy after 2 years	
Board of Directors	FPPC - other forms	7	FPPC Regs. 18944; FPPC filings; May be kept in permanent electronic format or other permanent 18944.1; GC 82015 method for preserving a copy after 2 years		
Board of Directors	Oath of office	T+6			
Board of Directors	Travel records	7			
Construction/Development	Bid packages (successful)	C+2			
Construction/Development	Bids and proposals (unsuccessful)	C+2			
Construction/Development	Bond, surety	T+3			
Construction/Development	Construction records	C+10	GC 60201	All records related to construction projects, such as successful bids, contracts, change orders, correspondence, invoices, designs, engineering	
Construction/Development	Contract, construction	P			
Construction/Development	Correspondence, environmental review	C+3			
Construction/Development	Developer agreements	P			
Construction/Development	Environmental review documents	P		EIRs; negative declarations; notices of exemption; notices of determination	
Construction/Development	Planning documents	S+3			
Construction/Development	Plans and specifications	P		Disctrict approved as-built records	
Construction/Development	Requests for proposals	C+2			
Finance - Accounting	Accounts payable	7		Invoices; check copies; supporting documents	
Finance - Accounting	Accounts receivable	7		Invoices; check copies; supporting documents	
Finance - Accounting	Asset records	D+7			
Finance - Accounting	Audit reports	P			
Finance - Accounting	Bank reconciliations	5	26 CFR 1.6001-1	Statements; summaries for receipts disbursements & reconciliation	
Finance - Accounting	Bank statements	7			
Finance - Accounting	Billing records	4		Customer name, service address, meter reading, usage, payments, applications/cancellations	
Finance - Accounting	Bonds	P		Records of issuance	
Finance - Accounting	Budget, adopted	P		Annual operating budget approved by legislative body	
Finance - Accounting	Budget, operating	3		Operating budget and related updates	
Finance - Accounting	Checks	4	CCP 337	Paid; cancelled; voided; payroll	
Finance - Accounting	Check register	7			
Finance - Accounting	Correspondence, accting., credit and collection	7			
Finance - Accounting	Customer ledger/account	7			
Finance - Accounting	Deposit slips; receipts	4	CCP 337	Checks; coins; currency	
Finance - Accounting	Depreciation schedules	D+7			
Finance - Accounting	Expense reimbursement	3			
Finance - Accounting	Financial statements/reports (interim(	3			
Finance - Accounting	Inventory records	D+7			
Finance - Accounting	Investment reports	P	CCP 337; GC 53607		Per Secretary of State Guidelines
Finance - Accounting	Investment statements	P	CCP 337; GC 53607		Per Secretary of State Guidelines
Finance - Accounting	Invoices (not including water bills)	7			
Finance - Accounting	Journals	10		Cash; general; payroll; purchase	
Finance - Accounting	Journal entries, year-end	P			
Finance - Accounting	Ledgers (general and others)	P			
Finance - Accounting	Petty cash records	3			
Finance - Accounting	Promissory notes	T+7			
Finance - Accounting	Purchase orders	3			
Finance - Accounting	Remittance statements	3			
Finance - Accounting	Source documents; records created for a specific transaction	5		Source documents detailed in a permanently retained register, journal, ledger, or statement	
Finance - Accounting	Tax records and reports	C+4	29 USC 436; 26 CFR 31.6001.1-4		
Finance - Accounting	Tax returns	C+5	CFR 31.6001.1; 29USC 436		
Legal	Litigation; case files	T+5	GC 60201	All documentation pertaining to the claim	
Legal	Legal memoranda and advice letters	4	CCP 340.6, 343		
Personnel	Application for employment (hired)	T+3	LC 1198.5		
Personnel	Application for employment (not hired)	2	GC 12946	recruitment record, applications and interview documents for applicants not selected for hire; retention period from end of recruitment period plus 2 years	
Personnel	Contract, employment	T+3	LC 1198.5		
Personnel	Correspondence, personnel	T+3	LC 1198.5		
Personnel	Disability claim	T+3	LC 1198.5		
Personnel	Employee benefits records	T+6	29 USC 1027; 28 CCR 1300.85.1; 11 CCR 560; 29 CFR 1627.3(b)(2)	Benefit plans; health insurance programs; extension of benefits for separated employees; insurance policies (health, vision, dental, etc.)	
Personnel	Employee licenses/certifications, including certifications of required training	T+1			
Personnel	Employee manual	S+2			

Personnel	Expense reimbursement	3			
Personnel	Immigration records (I-9 forms)	3 or T+1	8 CFR 274a.2(b)(2)(i)(A)		
Personnel	Memorandum of Understanding with employee organization	P			Recommended to be permanent due to possible future negotiations
Personnel	Paychecks	7	GC 60201		
Personnel	Pension records	P			
Personnel	Personnel file	T+3	LC 1174, 1198.5, 1198.5	Applications; resumes; job descriptions; documents signed by employee; accident reports; injury claims; records of hiring, promotion, discipline & termination; May be kept in permanent electronic format or other permanent method for preserving a copy after end of employment	
Personnel	Recruitment records (hired)	T+3	LC 1198.5		
Personnel	Recruitment records (not hired)	2	GC 12946	recruitment record, applications and interview documents for applicants not selected for hire; retention period from end of recruitment period plus 2 years	
Personnel	Safety committee meeting materials	2			
Personnel	Salary and wage changes	T+3	LC 1198.5		
Personnel	Terms and Conditions of Employment	P			Recommended to be permanent due to possible future negotiations
Personnel	Time records	2	29 CFR § 516.6	Time cards, tickets and clock records	
Personnel	Training records	3		Certificates; licenses	
Personnel	Travel records	2			Retain at least two years from the end of fiscal year. After two years, destroy after audit or four years, whicever occurs first.
Personnel	Unemployment claims	T+3			
Personnel	Wages; rates; payroll; earnings; deductions; garnishments	3	GC 60201	May be kept in permanent electronic format or other permanent method for preserving a copy after end of employment	
Personnel	Withholding certificates	T+3			
Personnel	Worker's compensation records	5	8 CCR 15400.2	Claim files; reports; working files; Claim files with awards for future benefits must not be destroyed, but may be kept in permanent electronic format or other permanent method for preserving a copy 2 years after the claim is closed or becomes inactive.	5 years from the date of injury or from the date on which the last provision of compensation benefits occurred as defined in Labor Code Section 3207, whichever is later.
Property	Agreements for purchase or sale	P	GC 60201	Supporting documents related to sale, purchase, reconveyance, exchange, lease, or rental	
Property	Appraisals	P			
Property	Damage reports	7			
Property	Deeds	P	GC 60201	Documents related to title to real property in which the district has an interest	
Property	Easements and licenses	P	GC 60201	Documents related to title to real property in which the district has an interest	
Property	Eminent Domain judgments and orders	P			
Property	Equipment repair records	3			
Property	Fixed assets	D+4			
Property	Lease, equipment	T+4	CCP 337		
Property	Lease, real property	T+4	CCP 337.2		
Property	Maintenance records, buildings and machinery	4			
Property	Mortgages	T+4	CCP 337		
Property	Options	T+4	CCP 337		
Property	Plans and specifications	P			
Property	Plant acquisition records	D+4			
Property	Property tax and assessment records (paid to District)	P			
Property	Property taxes paid by District	10			
Property	Title reports	P	GC 60201	Documents related to title to real property in which the district has an interest	
Property	Vehicle records	D+2			
Risk Management	Accident reports (settled)	4			
Risk Management	Insurance policy	P			
Water	Agreements to purchase or sell water rights	P			
Water	Contract, water facilities agreements	P		Contracts for acquisition, operation, maintenance of land, water systems, water entitlements, and water rights; May be kept in permanent electronic format or other permanent method for preserving a copy after 5 years	
Water	Leases of water rights	T+7			
Water	Meter complaint inquiries	7			
Water	Meter history	7			
Water	NPDES permit	P	40 CFR 122.28		
Water	Planning documents	S+3			
Water	Rates and charges - notices and supporting reports and documentation	S+3	CCP 338(a); *Howard Jarvis Taxpayers Assn. v. City of La Habra* (2001) 25 Cal. 4th 809	Supporting reports and studies; written protests and other documents related to the imposition or increase of a rate, fee, charge or assessment	
Water	Water distribution system design, installation and repair records	P			
Water	Water quality tests, bacteriological	5			
Water	Water quality tests, other	12			
Water	Water quality reports	12			
Water	Water quality violations	3			
Water	Well records	P			

APPENDIX X

FIXED ASSET CAPITALIZATION AND INVENTORY CONTROL POLICY

Palmdale Water District

Capitalization Policy

Adopted: September 26, 2007
Revised: February 25, 2019

1.0 Purpose of the Policy

The purpose of this policy is to establish guidance in identifying, capitalizing, depreciating, and accounting for District capital assets.

1.1 Definitions

A capital asset is defined under this Policy as an asset owned by the District that – 1) is acquired for use in District operations, 2) is long-term in nature (i.e., useful life exceeds 2 years), and 3) is subject to depreciation.

2.0 Policy

It is the policy of the District that the following types of assets will be considered Capital Assets of the District.

2.1 Capital Assets

The District operations program will be maintained at a level that assures system reliability and efficiency. A well thought out maintenance program will extend the life of the water production and distribution system and in turn reduce infrastructure costs in the long-term.

A. Funding to Meet Regulations and Standards - The District will adequately fund costs to meet current industry standards and regulations (e.g. Safe Drinking Water Act, etc.) in the annual budgeting process.
B. Capital Improvement Plan - The District, as part of its routine planning process, will develop a Water System Master Plan and update it.
C. Adopted Capital Plan - The District will undertake all capital improvements approved by the Board annually at budget adoption according to the District's Asset Management Practice.
D. Types of Capital Projects - The District's capital improvement program will consider mandated capital, growth related capital and renewal and replacement capital.

E. Financing of Growth-Related Projects - The financing of growth-related capital projects will be funded from Capital Improvement Fee Policy.

2.2 Capital Asset Categories

Capital assets shall be segregated into the following categories:

A. Land and Land Improvements with a limited life, such as driveways, walks, fences, landscaping, and parking areas.
B. Buildings and Building Improvements, such as HVAC equipment, interior remodeling features, and landscaping.
C. Hydrants, pressure modulating facilities, Valves and related appurtenances.
D. Transmission and Distribution pipelines.
E. Water Storage Facilities.
F. Groundwater Wells
G. Pumps, Motors and Water Treatment Facilities
H. Water Meters.
I. Machinery and Equipment, such as generators, compressors, jackhammers, tools, trimmers, etc.
J. Fleet Equipment, such as cars, trucks, trailers and backhoes.
K. Office Equipment such as furniture and fixtures.
L. Computer Systems, Purchased Software and Telephones.
M. Intangible Assets, such as easements and internally generated computer software.
N. SCADA, including location and mapping features.

2.3 Capitalization Thresholds

Capital assets eligible for capitalization, must have:

1) an estimated useful life of at least two years from the date of acquisition
2) and a minimum value of $5,000,
3) Once Furniture, fixtures and office equipment, computers are fully depreciated, they will be removed from the capitalization valuation in the Districts financial system as the residual value will be minimal and the amounts immaterial to continue to track; and
4) Such criteria shall be applied to individual assets and not to groups of assets.

3.0 Valuation of Capital Assets

The value assigned to capital assets shall be determined as follows:

3.1 Purchased Capital Assets

The capitalized value of purchased Capital assets shall be determined using the original cost of the asset. Specific costs eligible for capitalization are identified under section 3.4. If the original cost of an asset is not available or cannot be reasonably determined, an estimated current cost may be utilized.

3.2 District-Constructed Capital Assets

District-constructed water system infrastructure assets intended to be used in District operations are eligible for capitalization. The capitalized value of such assets shall be determined using direct costs and material costs associated with the construction up until the time the asset is complete and ready for use.

3.3 Donated Capital Assets

The capitalized value of donated assets shall be determined using the fair market value at the time of donation. If the fair market value of the asset is not available or cannot be reasonably determined, an estimated cost may be determined using the best available information. The value of donated intangible assets shall be accounted for separate from donated tangible capital assets.

3.4 Capitalizable Costs

Costs eligible for capitalization under this policy are:

For land:

- Purchase price or appraised value, whichever is more readily determinable;
- Closing costs, such as title fees, attorneys' fees, environmental assessments, appraisals, taxes and recording fees;
- Costs necessary to get the land ready for its intended use, such as grading, clearing, filling, draining, surveying, and demolition of existing structures;
- Assumptions of liens, encumbrances or mortgages;

For purchased assets other than land:

- Purchase price, including all taxes
- Freight, handling and in-transit insurance charges
- Assembling and installation charges
- Professional fees of engineers, inspectors, attorneys, consultants, etc.;
- Applicable purchase discounts or rebates

For District-constructed assets:

- Direct labor costs (to include wages and benefits);
- Direct materials cost;
- Professional fees of engineers, inspectors, attorneys, consultants, etc.;
- Insurance premiums and related costs incurred during construction;
- Costs necessary to get the site ready for its intended use, such as grading, clearing, filling, draining, surveying, and demolition of existing structures;
- Costs for intangible assets as determined in accordance with Governmental Accounting Standards Board, Statement No. 51 "Accounting and Financial Reporting for Intangible Assets."

For donated Capital assets:

- Fair Market or Appraised Value at date of donation;
- Installation costs;
- Professional fees of engineers, inspectors, attorneys, consultants, etc.;
- Other normal or necessary costs required to place the asset in its intended location and condition for use.

4.0 Capitalization of Costs Subsequent to Acquisition

Additional costs incurred after a capital asset is placed in use shall be accounted for as follows:

4.1 Additions

An "Addition" is defined as an expenditure that either significantly extends the useful life or productivity of the existing capital asset or creates a new capital asset. All "Additions" to existing capital assets should be capitalized if the asset meets the criteria of section 2.3 above.

4.2 Improvements and Replacements

"Improvements and Replacements" are defined as expenditures that involve substituting a similar capital asset, or portion thereof, for an existing one. All "Improvements and Replacements" to existing capital assets should be capitalized if the asset meets the criteria of section 2.3 above. If the existing asset's book value is determinable, then the existing asset should be removed from the books at the time the replacement is recorded. If the existing asset is not separately identifiable, then the replacement should still be capitalized as the existing asset's book value is assumed to be negligible.

4.3 Rearrangement or Reinstallation

"Rearrangement or Reinstallation" costs are defined as expenditures that involve moving an existing asset to a new location or reinstalling a similar asset in place of an existing asset. All "Rearrangement or Reinstallation" costs should be expensed in the period incurred.

4.4 Repairs and Maintenance

"Repairs and Maintenance" costs are defined as expenditures that involve maintaining the asset in good or ordinary repair. All "Repairs and Maintenance" costs should be expensed in the period incurred.

5.0 Depreciation or Amortization of Capital Assets

Capital assets shall be depreciated or amortized on a straight-line basis beginning the first day of the month following acquisition in accordance with the following schedule:

Category	Depreciation/Amortization Period
Land	None
Land Improvements	15 Years
Buildings	50 Years
Building Improvements	10 Years
Hydrants, PRV Stations, Valves and similar assets	30 Years
Transmission and Distribution pipelines	80 Years
Storage Facilities (reservoirs)	40 Years
Pumps	25 Years
Wells	50 Years
Water Meters	10-15 Years
Machinery and Equipment (generators, compressors, jackhammers, tools and equipment)	5 Years
Fleet Equipment (cars, trucks, backhoes, other mobile motorized equipment)	5-10 Years
Office Furniture and Fixtures	7 Years
Computer Equipment, Purchased Software and Telephones	4 Years
Intangible Assets, such as easements	Permanent Easements – None;

5.1 Physical Inventory of Capital Assets

A physical inventory of the following categories of capital assets shall be performed at least annually:

Inventory Items
Machinery and
Equipment Fleet
Equipment
Office Furniture and Fixtures
Computer Equipment, Purchased Software and Telephones

The results of the physical inventory shall be reconciled with the District's asset inventory system. Differences will be reported, along with explanations, to the Board of Directors.

6.0 Disposal of Capital Assets

Capital assets that have become obsolete shall be disposed in a manner most favorable and advantageous to the District.

7.0 Policy Review

This policy shall be reviewed at least biennially.

APPENDIX X

PALMDALE WATER DISTRICT
Fixed Asset Capitalization and Inventory Control Policy

PURPOSE
The purpose of this policy is to ensure adequate control and appropriate use of the Palmdale Water District's (District) fixed assets. The procedures are intended to define fixed assets and to establish guidelines for budgeting, purchasing, using, financial reporting, logging, inventorying, and depreciating of fixed assets. This policy does not apply to infrastructure assets.

POLICY
It is the policy of the District that fixed assets be used for appropriate District purposes and be properly accounted for and secured. It is the responsibility of the Finance and Services Department to ensure fixed assets will be tagged, inventoried on a regular basis, and accounted for by asset category. It is the responsibility of Department Heads to ensure that proper budgeting and purchasing guidelines are followed, that fixed assets are adequately controlled and used for appropriate District purposes, and to secure such fixed assets.

SCOPE
All Departments are subject to the provisions of this policy.

OBJECTIVES
The District's fixed asset capitalization policy stems from two (2) major objectives:

1) Accounting and Financial Reporting - To accurately account for and report fixed assets in financial reports issued to external reporting agencies; granting agencies and the public.

2) Safeguard - The District has a fiduciary responsibility to establish systems and procedures to protect its assets from loss or theft.

In meeting the two (2) objectives noted above, the District has established a **Capitalization Policy and an Inventory Control Policy**, providing specific guidance to determine which fixed assets are subject to separate accounting and reporting (i.e. Capitalization) and safeguarding, respectively.

The District is responsible for, and has established, systems and procedures through which both objectives are met. These systems and procedures are used to identify, process, control, track and report Districts fixed assets.

Capitalization Policy (Accounting and Financial Reporting)
In general all fixed assets, including land, buildings, machinery and equipment, with an original cost of $5,000 or more, will be subject to accounting and reporting (capitalization). All costs associated with the purchase or construction should be considered, including ancillary costs such as freight and transportation charges, site preparation expenditures, professional fees, and legal claims directly attributable to asset acquisition. Specific capitalization requirements are described below:

- The capitalization threshold is applied to **individual units** of fixed assets. For example, ten desks purchased through a single purchase order, each costing $1,000, will not qualify for capitalization even though the total ($10,000) exceeds the threshold of $5,000.

- For purposes of capitalization, the threshold will generally not be applied to **components** of fixed assets. For example, a keyboard, monitor and central processing unit, purchased as components of a computer system, will not be evaluated individually against the capitalization threshold. The entire computer system will be treated as a single fixed asset provided the entire system meets the $5,000 threshold.

- **Repairs** to existing fixed assets will generally not be subject to capitalization unless it extends the useful life of the asset. In this case, it represents an improvement and is subject to the requirements described below:

- **Improvements** to existing fixed assets will be presumed (by definition) to extend the useful life of the related fixed asset and, therefore, will be subject to capitalization only if the cost of the improvement meets the $5,000 threshold. In theory, an improvement to a fixed asset that had an original cost of less than $5,000, but now exceeds the threshold as a result of the improvement, should be combined as a single asset as the total cost (original cost plus the cost of the improvement) and capitalized.

- **Capital projects** will be capitalized as **Construction-In-Process** until completed. Costs to be capitalized include direct costs, labor and materials, as well as ancillary costs and any construction period interest costs as required by GASB Statement No. 34.

Inventory Control Policy (Safeguarding)

The District is responsible for safeguarding its fixed assets from theft or loss; however, management does recognize and acknowledge its responsibility to establish and maintain systems and procedures that enable employees to properly safeguard the District's assets.

In general, inventory control is applied only to *movable* fixed assets (generally these falling into the "General Plant Asset" category), and not to land, buildings, or other *immovable* fixed assets. The District's ***Moveable Fixed Assets*** will be accounted for and inventoried at least once per fiscal year.

TAGGING

The purpose for tagging assets is to provide an efficient mechanism for inventorying fixed assets. The tag should be placed in an inconspicuous, but accessible place on the asset, for example, on the back of a computer component or the inside leg of a chair.

Why Tag An Asset

A. To provide accountability for the assets, ensuring the asset assigned to a Department is controlled and accounted for by a specific department.
B. To help determine asset replacement cost and life.

C. To provide the District's outside auditors with a mechanism to verify that the District is in control of fixed assets and to provide an accurate record of the District's capital expenditures.

Should the Asset Be Tagged?

A. Yes, if cost of asset is greater than $5,000and useful life is greater than one year.
B. Yes, if it is physically possible/practical to tag and meets the dollar and life guidelines.
C. Yes, if it is an asset that is handled frequently, has a high cost, and/or is likely to be stolen.
D. Yes, if the asset needs to be controlled due to high incidence of theft/misplacement/ borrowing.
E. Generally no, if the asset cost is less than $5,000. However, the Department Head and/or Finance may choose to tag items that cost less than the $5,000.
F. No, if the asset will be used up within one year.

Who is Responsible for Tagging the Asset?
The Finance and Services Department, with assistance from the Departments, will be responsible for tagging fixed assets.

PURCHASING FIXED ASSETS

1. Fill out Requisition Request Sheet with a Purchase Order.
2. The requested asset should have already been included in the current year's budget. Verify this, by reviewing your specific program.
3. If asset is not in the budget, you must contact Finance and Services Department to determine appropriate action.

DEPRECIATION

Fixed assets will be depreciated using the following guidelines:
Each fixed asset will be added to one of the following Asset Classes. The Asset Classes are assigned the following depreciable lives in years.

Asset Class	Class Description	Depreciable Life
LAND	Land	N/A
BUILDINGS	Buildings	50
CAP_EQUIP	Capitalized Equipment	10
COMPUTERS	Computers and related items	3
EQUIPMENT	Equipment (Shop, Plant, SCADA)	5
FURNITURE	Furniture and Fixtures	7-10
INFRASTRUCTURE	Pipelines, Storage Tanks, Boosters, Vaults, Hydrants	40
OFFICE_EQUIP	Office Equipment	3
VEHICLES	Cars, Trucks, Tractors, Trailers	5-10
WELLS	Water Wells	50

Computer Software. Computer software is not capitalized because of its short useful life and the high annual maintenance and upgrade costs.

APPENDIX Y

AGREEMENT FOR ACQUISITION AND CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

APPENDIX Y

PALMDALE WATER DISTRICT
AGREEMENT FOR ACQUISITION AND CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. _____

THIS AGREEMENT is entered into as of the ___ day of _____, 2008, by and between PALMDALE WATER DISTRICT, an Irrigation District organized and existing under the provisions of Division 11 of the Water Code of the State of California, ("District") and _____, ("Developer").

RECITALS:

A. District is engaged in the production, transmission and distribution of water within its service area.

B. Developer is developing a parcel of real property, commonly identified as Tract No. _____ ("Development") within the District's service area, as shown on Tract Map No. _____ on file in the office of the District and incorporated herein by reference.

C. Developer desires to secure water service to the Development from the District and the District is willing to provide such service on the terms and conditions set forth in this Agreement.

D. Developer has provided to the District the plans for water system improvements for the Development ("Facilities") and Developer has granted to the District the easements required for the operation and maintenance of the improvements. Said plans and specifications include, where applicable, off-site facilities necessary to serve the Development.

E. On _____ the District approved said plans designated as Water System Improvements, Tract _____, which plans and specifications ("Plans") are attached as Exhibit 1.

F. Developer intends to construct the Facilities in accordance with the approved Plans, which Facilities will be connected to the District's system.

AGREEMENTS

1. Construction of Facilities. Within _____ days from the date of this Agreement, Developer shall secure all required permits and commence construction of the Facilities or cause their construction to be commenced in accordance with the Plans and pursuant to the provisions of this Agreement.

District reserves the right to approve all materials used in construction of the Facilities. All work shall be done to the satisfaction of the District and in a good and workmanlike manner.

By entering into this Agreement, Developer represents and warrants that it is familiar with the District's current *Standard Specifications for Water Distribution System Construction.*

2. Qualifications of Contractor and Subcontractors. All work shall be performed by contractors approved by District and possessing that class of contractor's license issued pursuant to Division 3, Chapter 9, of the Business and Professions Code required for construction of the Facilities. Developer proposes to enter into a contract with a licensed general contractor ("Contractor") for construction of the Facilities. Developer shall secure from Contractor the following information for review and approval by the District:

(a) Information regarding its experience, financial condition and business referenced to be set forth on Exhibit 2. Contractor shall have at least five years experience in performing similar work.

(b) The Contractor's Licensing Statement in the form attached as Exhibit 3.

(c) The names and addresses of subcontractors, if any who will perform work under the contract between Developer and the Contractor or who will specially fabricate and install a portion of the work to be set forth on the form attached as Exhibit 4. The Construction contract shall provide that subcontractors may not be substituted without District's prior approval. Contractor may not subcontract for more than 40% of the work to be performed under its contract with Developer.

3. Inspection of Facilities. District shall at all times have access to the Development during construction of the Facilities and shall be provided with every opportunity for ascertaining full knowledge respecting the progress, workmanship, and character of the materials and equipment used and employed in construction of the Facilities. Contractor shall give at least 48 hours notice to District in advance of any work being performed on a Saturday, Sunday or Holiday designated by District, or for more than eight hours in a work day. Contractor shall give at least 24 hours notice to the District in advance of back filling or otherwise covering any part of the Facilities constructed so that the District may, if desired, inspect such work before it is concealed. The observation, if any, by District of the construction of the Facilities shall not relieve Developer or Contractor of any of their obligations under this Agreement. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the approved Plans, and District's current *Standard Specifications for Water Distribution System Construction*, may be rejected notwithstanding the fact that such materials, equipment and work have been previously inspected by District.

4. Agreement to be Binding on Contractor. Developer shall have a written agreement with Contractor, which agreement shall incorporate by reference the terms and conditions of this Agreement. The form of agreement between Contractor and Developer is attached as Exhibit 5 and made a part hereof. Developer shall furnish Contractor with a copy of this Agreement and shall cause Contractor to acknowledge his agreement to be bound by the terms and conditions of this Agreement by signing the form attached as Exhibit 5. A fully executed copy of the agreement between Developer and Contractor shall be delivered to District prior to commencement of work.

5. Bonds.

(a) Prior to Contractor's commencement of work, Developer shall furnish and deliver to District a bond with a responsible corporate surety or corporate sureties acceptable to District conditioned upon the faithful performance of Contractor of all covenants and stipulations of this Agreement, and of Contractor's agreement with Developer. Said bond shall be on the mandatory form attached hereto as Exhibit 6, and shall be an amount that is not less than 100% of the total amount payable under Contractor's agreement with Developer for the construction of the Facilities.

(b) Prior to commencement of work, Developer shall also furnish a payment bond. Said payment bond shall be in a sum not less than 100% of the total amount payable under Contractor's agreement with Developer for the construction of the Facilities, and shall be on the mandatory form attached hereto as Exhibit 7.

(c) The surety or sureties on all bonds furnished must be satisfactory to the District. If during the course of construction any of the sureties in the sole discretion of the District are or become insufficient, District may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the District within fifteen (15) days after written notice thereof.

(d) Notwithstanding the foregoing, if Developer has entered into an agreement with Los Angeles County obligating Developer to provide bonds which include 100% coverage for the Facilities, in lieu of providing the bonds as specified herein, Developer may have District named as an additional obligee on those bonds provided to the County. District shall be entitled to approve the form and content of said bonds and the additional obligee endorsement.

6. Insurance Requirements of Developer.

(a) Prior to the commencement of work, Developer shall cause Contractor to forward to the District a policy or certificate of protective liability insurance in which the District shall be named as additional insured with Contractor. The policy shall insure the District and its directors, officers, employees, agents, consultants and volunteers as additional named insureds as well as the Contractor, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District.

(b) The District, its directors, officers, employees, agents, consultants and volunteers are to be covered as insureds with respect to the following: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

(c) Developer shall require, in its agreement with Contractor, that the above-referenced insurance policy (or policies) shall be furnished at Contractor's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent AM Best's Insurance Guide, or if AM Best's is no longer published, comparable ratings from a service acceptable to District. Such insurance, in addition

to the multiple additional named insured endorsements set forth above, shall be broad form commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) providing blanket contractual liability coverage for Contractor's indemnification obligations to District and others pursuant to this Agreement and the agreement between the Developer and Contractor; (ii) providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) providing that the insurance may not be canceled or reduced until 30 days after the District and its Engineer have actually received written notice of such cancellation or reduction; (iv) providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) providing that any other insurance maintained by District, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

(1) General bodily injury and property damage -- $2,000,000 per occurrence.

(2) Automobile bodily injury and property damage --$2,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

(d) The Contractor shall also be required to provide and maintain Builder's Risk Insurance covering all risks of direct physical loss, damage or destruction to the work in the minimum amount of the dollar value of the Facilities. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. The District shall be named as an additional insured on any such policy.

(e) The evidence of insurance required to be provided to the District shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the District, Developer shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include District's and Contractor's Protective Coverage, Products - Completed Operations Coverage, Premises - Operations Coverage, and must provide for coverage of District's facilities during the course of construction.

(f) Developer shall insure that the Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that contractor will comply with such provisions before commencing the performance of the work under the agreement with developer. Developer shall insure that the contractor and sub-contractors will keep workers' compensation insurance for their employees in the effect during all work covered or contemplated by this Agreement.

7. Schedules and Notice. Developer shall provide District with a schedule for construction of the Facilities and shall keep District advised of the schedule and progress of work. No work shall be performed unless (a) there has been a pre-construction meeting with representatives of District, Developer and Contractor in attendance; (b) District has been given written notice of the name and telephone number of Contractor's job superintendent who shall be Contractor's representative at the job site and shall have authority to act on behalf of Contractor, and the name and telephone number of Contractor's alternate in the event the job superintendent

is unavailable; and (c) District has been give at least five (5) business days written notice of the commencement of work. Construction of the Facilities shall be completed in accordance with the Schedule of Facilities Construction, Exhibit 8.

8. Inspection, Contract Administration and Connection Fees. Upon execution of this Agreement, Developer shall pay the inspection fee and all related connection fees. Should the prevailing charges be increased subsequent to the execution of this Agreement and prior to water service being provided to the Development, the Developer shall pay the difference between the amounts set forth below and the current amounts as a condition of receiving service.

9. Payment for Work. All work related to the development and construction of the Facilities is for the convenience of and at the request of Developer, who shall be solely responsible for all costs and expenses in connection therewith. District shall not be responsible to Contractor or its subcontractors, suppliers or materialmen for such work. Developer shall not permit any claim to be enforced against the Facilities, however it may arise. Regardless of the merits of any claim, Developer shall, within five (5) business days of the assertion thereof, cause said claim to be discharged or provide a bond releasing such claim, in a form satisfactory to District.

10. No Agency. Neither Developer nor Contractor are the agents or representative of District. Neither has any authority to in any way commit or bind District.

11. Indemnification. To the fullest extent permitted by law, Contractor and Developer shall jointly and severally indemnify and hold harmless District, its directors, officers, agents, employees, consultants and volunteers from and against all claims, damages, losses, expenses, and other costs, including, but not limited to, costs of defense and attorneys' fees, arising out of or resulting from or in connection with the construction of the Facilities or the Development, both on and off the job site, provided that any such liability (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of Developer, Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission (active, passive, or comparative negligence included), of a party indemnified hereunder. The obligation hereunder shall not be abridged, reduced or discharged by the maintenance of insurance by the Contractor or Developer. Developer and Contractor shall also jointly and severally indemnify and hold harmless District, and its consultants, and each of their directors, officers, employees, agents, consultants and volunteers from and against all losses, expenses, damages (including damages to the Development or Facilities), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Developer or Contractor to faithfully perform the work and/or any of either of their obligations under this Agreement or under the agreement between Developer and Contractor.

12. Compliance with Laws. The agreement between Developer and Contractor shall require that: (a) Contractor shall conduct its operations so as to avoid injury or damage to any person or property, and to minimize any obstruction and inconvenience to the public; (b) Contractor shall comply with all applicable laws or regulations relating to the work including safety measures applicable in particular operations or kinds of work; (c) Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flag men as are necessary to give

adequate warning to the public at all times of any dangerous conditions to be encountered as the result of the construction work and to give directions to the public; and (d) Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during construction of the Facilities.

13. One Year Guarantee. Developer and Contractor jointly and severally guarantee all work against defects in workmanship or materials for a period of one year after District's acceptance of the Facilities. Developer and Contractor, or either of them, shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year period, without expense whatsoever to District. In the event of a failure to comply with the above-mentioned conditions within seven (7) business days after being notified in writing, District shall be entitled to have the defects remedied and the work repaired or replaced at the expense of Contractor and Developer. Developer and Contractor agree to pay all such expenses immediately on demand therefor by District. The performance bond and the payment bond shall continue in full force and effect for the guarantee period. Additionally, Developer and Contractor shall provide the District with any manufacturer warranties that may be applicable to materials or equipment included in the Facilities.

14. Maintenance and Repair of Facilities. Developer shall protect and maintain the Facilities through completion of the Development. In the event all or any part of the Facilities are damaged or destroyed, Developer shall repair or replace said Facilities without cost to District.

15. Donation and Acceptance of Facilities. Upon completion of construction, all Facilities shall be donated by the Developer to the District free and clear of all liens, claims and encumbrances and shall become the property of District upon acceptance of the Facilities for operation, maintenance, and repair by the District. District may require Developer to provide a deed, bill of sale, or other instrument of conveyance, conveying the Facilities from the Developer to the District.

16. Water Quality. District makes no guarantees regarding the quality of water to be supplied to the Development. In addition, Developer acknowledges that District's water supply may be a varying blend from local wells and State Project Water. Due to variable system demands and circumstances beyond District's control, the percentage of water supplied concurrently from each source fluctuates from time to time which may result in a change, more or less, in certain minerals and chemical concentrations of District's water supply. Developer acknowledges that it may be the nature of water to be corrosive, and it may have corrosive effects on certain water facilities, i.e., pipes, valves, materials, appliances and appurtenances. Developer further acknowledges that certain materials utilized for the conveyance of water may be more susceptible than others to corrosion and its related effects. The selection and installation of all piping, valves, materials, appliances, fittings and appurtenances required to receive and convey water from the discharge outlet of the meter to serve a particular lot, home, building, structure or parcel of land, within a subdivision or otherwise, is the sole responsibility of Developer. Any and all piping, valves, materials, appliances, fittings and appurtenances connected to the discharge outlet of the meter shall be designated as "on-site". District submits reports on the mineral and chemical analysis of water samples to the State of California Department of Public Health. Said reports are available to Developer upon request. Should Developer require any additional information or further mineral and chemical water analysis

reports, Developer shall bear the expenses of such reports. Developer assumes responsibility for obtaining copies of District mineral and chemical water analysis reports for evaluation of potential corrosive tendencies and possible adverse effects to on-site water facilities. In selecting piping, valves, materials, appliances, fittings and appurtenances to be used for receipt of water from the discharge outlet of the meter, Developer shall consider the mineral and chemical content, and potential corrosive effects of any blend and/or percentage thereof, of water which may be supplied by District. Developer further acknowledges and agrees to indemnify and hold harmless District, and its officers, agents and employees from any and all adverse effects or damages that result from corrosion of on-site facilities, and in particular within any residence, commercial building or industrial building caused by Developer.

17. Flow Requirements. It is Developer's responsibility to ascertain fire flow requirements for the Development. District neither guarantees nor agrees to supply water in any specific quantities or pressures for fire flow, domestic use or for any other purpose whatsoever, and no such obligation shall be implied.

18. Construction Water. Developer and/or Contractor shall pay for the use of construction water in accordance with District's rules and regulations.

19. Irrigation Water. Should the Development require irrigation water, Developer shall apply for service in accordance with District rules and regulations. District reserves the right to limit irrigation water and to deny the use of water for irrigation purposes except during the off peak hours between 10:00 p.m. and 3:00 a.m. Developer shall cause its landscaping to be planted over a reasonable period of time so that portions of the landscaping will be watered in sequence rather than all at one time. District will not be liable for any losses or damages to the landscaping due to the lack of water.

Developer shall provide District with an accurate estimate of the amount of water required for irrigation including irrigation of slopes, green belts, parkways and open space. The estimate shall include the daily water demand. Developer shall also provide District with a written statement showing the types of sprinklers and controllers it proposes to use. Developer's irrigation system shall include sensors for moisture, temperature and wind, and devices which will turn off water when there is adequate moisture in the ground, when the temperature is excessively warm and when there is excessive wind. When Developer provides District with its estimated irrigation needs, Developer's report shall include the period commencing with initial planting through the period when the landscaping is established.

20. Rules and Regulations of Water District. Developer shall comply with all applicable District rules and regulations.

21. Notice to Purchasers. Developer shall give written notification to the purchasers of its lots and the purchasers of its homes of the location of District's easements and Facilities on or adjacent to their property so that said purchasers will not interfere with access to the Facilities (for example by installing interfering walls, fences, gates or shrubbery).

22. Street Plans, Surveys, As-Built Drawings, Compaction Tests and Bacteriological Tests. Not less than fifteen (15) days prior to commencement of construction, Developer shall provide to District and Contractor the final approved tract map and a complete set of final approved plans and profile drawings for the Facilities which are prepared, approved and signed

by a registered civil engineer and approved and signed by all applicable regulatory agencies. Prior to commencement of construction, Developer shall provide accurate field staking, i.e., cut stakes, field stakes and final grade stakes based on final approved street plans. Developer shall provide District with compaction tests in accordance with County, City and District requirements. Upon completion of construction, Developer shall provide District with legible as-built drawings showing all water facilities; said as-built drawings shall include a written narrative statement which clearly describes all modifications, changes or deviations from the approved plans. Upon completion of construction, Developer shall provide District with a minimum of two (2) consecutive bacteriological test results on all water facilities, the samples for which are collected in accordance with all applicable standards and regulations. Samples for bacteriological analysis shall be submitted to a laboratory approved by Water District. Samples shall be taken at least twenty-four (24) hours apart from one another. Should any tests fail or not be acceptable Developer shall take additional samples at such sampling points in accordance with all standards and regulations and the requirements of District and all regulatory agencies. Developer understands and agrees that water service cannot be provided to Developer's project unless and until all Facilities are completed in accordance with plans and specifications, transferred to District and accepted in writing by District.

23. Attorneys' Fees. In any action, at law or in equity, including an action for declaratory relief, seeking to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable amount as attorneys' fees and costs incurred in prosecuting or defending such action, including a dispute submitted to arbitration, in addition to any other relief to which such party is entitled.

24. Not Assignable. The rights and obligations of Developer and Contractor under this Agreement shall not be assignable without the prior written consent of District, which shall not be unreasonably withheld.

25. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties.

26. Choice of Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the State courts of the State of California in and for the County of Los Angeles or in the United States District Court, Central District of California.

27. CEQA Indemnification. Developer hereby agrees to indemnify, defend and hold harmless the District from all claims, liabilities, causes of action, liens, expenses, or damages of any type, including reasonable attorneys' fees and expenses, incurred by the District arising from any claim, action or proceeding under the California Environmental Quality Act (California Public Resources Code §21000, et seq.) or from any challenges to this Agreement or the District's right and authority to enter into this Agreement. With respect to any claim for which the District has requested indemnification under this Section, Developer shall assume the defense of any related litigation, arbitration or other proceeding, provided that the District may at its election and expense, participate in such defense. At Developer's reasonable request, the District

will cooperate with developer in the preparation of any defense to any such claim, and Developer will reimburse the District for any reasonable expenses incurred in connection with such request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

"DISTRICT"	**"DEVELOPER"**
By: _____	By: _____

APPENDIX Y.1

Authorizing Acceptance and Consent to Recordation of Deeds

CERTIFIED COPY OF RESOLUTION

AUTHORIZING ACCEPTANCE AND CONSENT TO

RECORDATION OF DEEDS

Resolved that the General Manager of Palmdale Water District be, and he hereby is, authorized and directed to accept and consent to the recording of deeds to Palmdale Water District.

The undersigned certifies that the foregoing is a true and correct copy of a Resolution of the Board of Directors of Palmdale Water District duly adopted at its meeting on April 11, 1988, which Resolution has not been rescinded and is in full force and effect.

Dated: April 20, 1993

Allen D. Hoogerwerf

SECRETARY, BOARD OF DIRECTORS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5193

State of California

County of Los Angeles

On 4-20-93 (DATE) before me, Dawn T. Richardson (NAME, ~~TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"~~),

personally appeared Nolan Negaard (NAME(S) OF SIGNER(S)),

☒ personally known to me - OR - ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

OFFICIAL SEAL
Dawn T. Richardson
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 10, 1994

WITNESS my hand and official seal.

Dawn T. Richardson

SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☒ OTHER: Director - public agency

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Palmdale Water District

as Director

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Certified Copy of Resolution

NUMBER OF PAGES 1 DATE OF DOCUMENT 4-20-93

SIGNER(S) OTHER THAN NAMED ABOVE ---

ACCEPTANCE AND CONSENT

TO RECORDATION

OF DEED

This is to certify that the interest in the real property conveyed by the deed dated _____, from _____ _____ to Palmdale Water District, a public agency, is hereby accepted by the undersigned on behalf of the Board of Directors of Palmdale Water District pursuant to authority conferred by Resolution of the Board of Directors adopted on April 11, 1988, and the grantee consents to the recordation thereof by its duly authorized representative.

Dated: _____

_____
GENERAL MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5193

State of _____
County of _____

On _____ (DATE) before me, _____ (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared _____ (NAME(S) OF SIGNER(S)),

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY

SEE ATTACHED ACKNOWLEDGMENT

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ (TITLE(S))
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS, APRIL 11, 1988

I. A regular meeting of the Board of Directors of the Palmdale Water District was held Monday, April 11, 1988 at 2005 East Avenue Q, Palmdale, California, in the Board Room of the District office. The meeting was called to order at 7:00 p.m. by President, Leslie O. Carter.

II. Attendance

Leslie O Carter, President
Joe J Sage, Vice President
John M Sidwell, Secretary
Hal A Macy, Assistant Secretary
Walter M Dahlitz, Director

Others Present

Lowell W Felt, Engineer-Manager
H Jess Senecal, Attorney
William Grove, Superintendent
Stan Narwold, Water Treatment Supervisor
Carmen McDaniel, Office Manager
James Tatum
Fernando Miera
Max Halfon, Attorney
Linda Lee
Daria Nelson
8 members of the public

III. Pledge of Allegiance and Moment of Silence.

Director Sidwell led the pledge of allegiance after which followed a moment of silence.

IV. Approval of Minutes.

It was moved by Director Sage, seconded by Director Dahlitz and unanimously carried to approve the minutes of the regular meeting held March 28, 1988, as written.

V. Public Discussion from the Floor.

None.

VI. Consider resolution authorizing the Engineer-Manager to accept and authorize recording of grant deeds and easements which are presented to the District.

The matter was briefly discussed during which time Attorney Senecal indicated that the resolutions were being proposed in order to expedite District acceptance of same, which in turn would keep construction delays to an absolute minimum and that other clients of his firm were using this system. It was then moved by Director Sage, seconded by Director Dahlitz and unanimously carried that the resolutions authorizing Engineer-Manager to accept and consent to the recording of grant deeds and grant of easements to Palmdale Water District are hereby adopted.

VII. Consider request received from Narcissa Corporation for the District to participate in the cost of construction of the 47th Street 16" & 20" transmission mains.

This matter was discussed at considerable length with Mr. James Tatum, President of Narcissa Corporation, who at the end of the discussion suggested that if the matter could be put over to the next regular meeting, he would bring his full records over to the District and go over them with the Engineer-Manager. It was then moved by Director Macy, seconded by Director Sidwell and unanimously carried to delay consideration of this matter until the next regular meeting of the Board of Directors.

VIII. Consider appointment of persons who are authorized to make official statements in behalf of Palmdale Water District on various matters.

After a brief discussion of the matter it was moved by Director Dahlitz, seconded by Director Sage to appoint Director Sidwell as the District's authorized officer to make statements when requested in behalf of the Palmdale Water District. A further discussion of the matter was held after which the voting was 3 to 1 in favor with Director Macy opposed. (Director Sidwell did not vote.)

IX. Consider request received from the Dwyer-Sanders Companies for the District to permit Dwyer-Sanders to act on behalf of the District in connection with the annexation of District owned and other property located east of Palmdale Lake to the city of Palmdale.

After a discussion of this matter during which it was brought out the request had previously been brought before the Board. It was moved by Director Sage, seconded by Director Dahlitz and unanimously carried to withhold any action on the matter either approving or disapproving the annexation request until such time as the owners of the adjacent properties, who have requested the annexation, make a presentation before the Board.

X. Consider request received from Mr. Fernando Miera to appear before the Board in regard to water service for Tracts 45926 & 45927.

Mr. Max Halfon, attorney for Landmark Homes, stated that he had been in conference with Attorney Senecal on the matter prior to the meeting and that Attorney Senecal and Manager Felt agreed to a meeting to be held at Attorney Senecal's office at 1:00 p.m. April 20, 1988 to attempt to renegotiate the Domus and Carson-Palmdale agreements and that he expected at that time to have the official consent of both the Domus and Carson-Palmdale principals for the negotiations. Mr. Miera then unrolled a fairly large map and indicated new water main locations which were intended to be renegotiated. Manager Felt then stated that he would

not be able to recommend to the Board that the Domus and Carson-Palmdale agreements be renegotiated on the basis of the new locations indicated by Mr. Miera.

Attorney Halfon and Mr. Miera then requested the Board to extend the deadline on the water service availability letters for Tracts #45926 and #45927 for a 30 day period on the basis of the pending negotiations to be held. After a discussion, it was moved by Director Macy, seconded by Director Sidwell and unanimously carried that the Engineer-Manager is hereby directed to have prepared new water service availability letters for the two tracts extending the date for agreement to be presented to the District to May 9, 1988.

XI. Consider water service availability agreements received since the regular meeting held March 28, 1988 and request Attorney Senecal to attest same in behalf of the District.

Water availability agreements affecting 295 services were presented. Attorney Senecal then pointed out that the name of the firm represented by the Secretary who signed the agreement was missing on one of the agreements and suggested the agreements be approved pending the correction of the one agreement. It was moved by Director Dahlitz, seconded by Director Sage and carried unanimously to approve the water service availability agreements.

XII. Authorization to attend conferences, meetings, and seminars.

None.

XIII. Interim Bills for April 1988.

Director Macy questioned one of the bills after which President Carter indicated that the Board would convene to an executive session to discuss the bill in question, which involved a District employee and to discuss current litigation.

XIV. After the Executive Session.

President Carter reconvened the regular meeting and stated that a personnel matter and current litigation had been discussed in the executive session, but no action was taken. He next stated that Interim Bills for April would then be discussed. It was moved by Director Dahlitz, seconded by Director Sage and unanimously carried to approve the interim bills for April.

XV. Reports and Other Business.

Manager Felt then requested Superintendent Grove and Supervisor Narwold to comment on construction and purification plant, respectively. Superintendent Grove then stated that the new 5 million gallon reservoir had been filled and that bacteriological tests would be taken April 12th and as a result, the reservoir could be put in service in about 10 days if the tests for bacteria were negative. He stated that the painting and cleaning of 3 million gallon reservoir had been completed on Sunday the 9th and would require a 14 day cure before water was introduced and that with the time required for testing, it would probably take a total of 35 days before it could be put back in service. Mr Narwold next stated that one of the divers from Lake Casitas, who had offered to assist the District with lake bottom survey, had become incapacitated for diving work and that he would try to replace these divers with employees from Metropolitan Water District, who had earlier indicated that they would assist the District. The manager reported that the access road at the 5 million gallon reservoir site had been completed and that the fencing of said reservoir and Well Site 8A had been completed.

Director Sidwell briefly commented on the conference in Sacramento with legislative representatives and the Department of Water Resources on the department's latest proposal for salvaging a portion of both Littlerock Dam and the reservoir behind same. He stated that department proposed an expenditure of approximately 3.5 million dollars for a repair of the dam below the 3215' level to which elevation of the dam spillway would be lowered, leaving a pond-like area of only 500 acre foot based on a 1972 topographical survey of the reservoir bottom made by Mr. Henry Suzuki, consulting engineer for Littlerock Creek Irrigation District.

President Carter then suggested that members of the Finance Committee and other Board members should make recommendations to the District's Financial Advisor, Mr. Robert Egan, who had brought up questions in regard to American Savings.

XVI. Adjournment.

There being no further business to come before the Board, the meeting was adjourned at 9:35 p.m.

Secretary

APPENDIX Z

VEHICLE AND MOTORIZED EQUIPMENT POLICY AND PROCEDURE

PALMDALE WATER DISTRICT VEHICLE AND MOTORIZED EQUIPMENT REPLACEMENT POLICY AND PROCEDURE

Replacement Policy – Definition and Philosophy

Replacement of vehicles and motorized equipment shall be seen as an opportunity to reduce the size of the fleet, reduce fuel consumption, reduce exhaust emissions, improve efficiency and enhance safety by utilizing best available and most cost effective technologies when selecting replacement vehicles and motorized equipment.

The Senior Equipment Mechanic is responsible for evaluating vehicle and motorized equipment condition and determining the replacement of vehicles and motorized equipment, including the development of replacement criteria for each class of vehicle or motorized equipment and a five-year replacement plan.

All vehicles and motorized equipment acquired and maintained by Palmdale Water District are targeted for replacement according to a replacement policy guideline developed by Facilities Shop. The guideline is based on actual experience of the fleet and is used as a basis for developing financial policy and planning future departmental transportation requirements. The schedule is based on age and/or mileage guidelines and earmarks replacement funding needed for annual budgets.

In actual practice, Facilities Shop will dispose of a vehicle or piece of motorized equipment any time it cannot be maintained in a safe operating condition or it becomes economical to replace the vehicle or motorized equipment. As vehicles and motorized equipment reach target miles, hours or age for replacement, they receive a technical and cost evaluation. If the evaluation indicates the vehicle or motorized equipment would be economical to retain for an additional period of time, the vehicle or motorized equipment is retained and a new replacement target is established for re-evaluation.

The Senior Equipment Mechanic is responsible for downsizing the fleet when appropriate, and determining downsizing objectives. Vehicle downsizing is part of an overall evaluation of customer vehicle needs in each situation that a vehicle is due to be replaced, or an addition to the fleet is requested.

The Senior Equipment Mechanic reviews and approves all specifications for all purchases of vehicles and motorized equipment. The Senior Equipment Mechanic is also responsible for identifying opportunities to standardize the fleet since it is integral to the Shop's ability to repair, stock parts, and maintain vehicles and motorized equipment in an economical and efficient manner.

Vehicle Replacement (Cycling) Criteria

The Senior Equipment Mechanic is responsible for disposing of surplus vehicles promptly after replacement in accordance with District Policy 12.07 SALE OF DISTRICT PERSONAL PROPERTY.

The targeted replacement guidelines are as follows:

Automobiles	80,000 miles	or	5 years		
Pickup, van, mid-size	80,000 miles	or	5 years		
Pickup, van, full-size	80,000 miles	or	5 years		
Utility Vehicle (3/4, 1 ton truck, cab/chassis, etc.)	80,000 miles	or	7 years		
Medium duty truck (dump truck, water truck, etc.)	100,000 mi.	or	10,000 hrs.	or	10 years
Heavy duty truck (3 axle, crane, etc.)	500,000 mi.	or	15,000 hrs.	or	10 years
Trailers	10 years				
Heavy equipment (tractors, backhoes,etc.)	10 years				
Small equipment (portable generators, pumps, etc.)	Annual evaluation				

The targeted replacement guideline is not a mandatory retirement schedule but is intended as guidance to conduct an annual review of the vehicle or motorized equipment to determine cost effective replacement.

The Senior Equipment Mechanic will perform a periodic review of the Vehicle Replacement Criteria and recommend changes to the Facilities Committee.

Vehicle Acquisition

The Senior Equipment Mechanic is responsible for conducting life cycle cost analysis to determine the most efficient purchase of vehicles and motorized equipment including consideration of purchase, operating costs and resale value. In addition, the Senior Equipment Mechanic is responsible to conduct a needs analysis so that departmental requirements such as size, two-door or four-door,

powertrain, operating costs and resale value considerations are included in the selection decision.

Discussions should take place with the customer department and end user to determine any new vehicle or equipment requirements, such as anticipated driving conditions, carrying capacity, storage needs, fuel economy, and special equipment.

The Senior Equipment Mechanic is responsible for acquiring all Palmdale Water District vehicles and motorized equipment by any method which is beneficial to the Palmdale Water District with the approval of the Finance Manager.

Palmdale Water District vehicles and motorized equipment are normally purchased through the State bid process whenever possible. Since it is the goal of the Department to also purchase the vehicle or motorized equipment best suited to the application, State bid recommendations are reviewed for applicability to the intended use.

Vehicles and motorized equipment not acquired through the State bid process are purchased through the Palmdale Water District bid process. All vehicles and motorized equipment to be purchased under either process are reviewed by the Facilities Committee. Suitability and appropriateness for the job intended, balanced by cost are the primary objectives of the review. Compatibility with the rest of the fleet is also a consideration.

It is the goal of the Facilities Shop to select the proper vehicle or motorized equipment for the intended use balancing purchase price, fuel economy, emissions requirements, operation and maintenance costs and the efficiencies resultant from developing a standardized fleet. Once the replacement cycle is complete, the retired vehicle is declared surplus and prepared for disposal.

Additions to the Fleet

Additions to the vehicle and heavy equipment fleet are requested by Palmdale Water District Department Heads and evaluated by the General Manager and the Senior Equipment Mechanic during the budget process. Additions authorized by the General Manager must be approved by the Facilities Committee. Additions are defined as any increase in the total number of fleet vehicles and heavy equipment. Replaced vehicles and heavy equipment not declared surplus and disposed of may be considered as additions to the fleet and require authorization.

APPENDIX AA

PALMDALE LAKE BOATING RESTRICTIONS

PALMDALE WATER DISTRICT
RESOLUTION NO. 09-02

RESOLUTION OF THE BOARD OF DIRECTORS
OF PALMDALE WATER DISTRICT
RESTRICTING OUTSIDE BOATS FROM ENTERING PALMDALE LAKE

WHEREAS, Palmdale Water District ("the District") is the Owner/Operator of Palmdale Lake and Palmdale Lake is a source for drinking water ("Source Water") that the District is obligated to protect from contamination; and

WHEREAS, the District, as a public agency that operates a water supply system, is required under California Fish and Game Code §2301, §2302 (AB 2065), Title 14 CCR §671 (Fish and Game Code §2118) to cooperate with the Department of Fish and Game to implement measures either to avoid infestation or to control or eradicate any infestation that may occur; and

WHEREAS, this Board has determined that it is in the best interest of this District to prevent invasive species (quagga/zebra mussel) infestation of Palmdale Lake.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Palmdale Water District hereby authorizes and approves the adoption of Policies and Procedures for Boat Access Restrictions at Palmdale Lake, Vessel Inspection, Tamper-proof Tag and Lake Monitoring Program as it may be amended from time to time to Prevent Invasive Species Contamination.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on January 28, 2009.

President, Board of Directors
Palmdale Water District

ATTEST:

Secretary, Board of Directors
Palmdale Water District

APPENDIX BB

PALMDALE WATER DISTRICT SPEAKER REQUEST FORM

Palmdale Water District Speaker Request Form

Name of Organization/Company

Website

First Name

Last Name

Title

Address

City, State, Zip

Phone

Fax

Email

Requested Event Date/Time *(First Choice)*

Requested Event Date/Time *(Second Choice)*

Event Type

Location name

Location Address

Location Phone

Requested Topics *(Please Circle)* **:**

PWD Overview	Infrastructure Planning/Projects
Water Rates	PWD Strategic Plan
Water Supply	Palmdale Recycled Water Authority
Water Quality	Use of Renewable Resources
Water Conservation	Ground Water Banking
Water Efficient Landscaping	

Other (Please Specify):

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

APPENDIX CC

CLAIMS PRESENTED AGAINST PALMDALE WATER DISTRICT

PALMDALE WATER DISTRICT
RESOLUTION NO. 14-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT ADDING ARTICLE 19 TO THE PALMDALE WATER DISTRICT RULES AND REGULATIONS TO ADOPT A PRESENTATION PROTOCOL FOR CLAIMS PRESENTED AGAINST THE PALMDALE WATER DISTRICT

WHEREAS, the doctrine of "sovereign immunity" provides that, with certain exceptions created by statute or constitutional law, a public agency is immune from liability for its actions that cause injury to person or property; and

WHEREAS, Government Tort Claims Act (Government Code §§ 810 *et seq.*) (the "Act") establishes the statutory protocol for the presentations of liability claims to a public agency for consideration and possible action, whether those claims sound in tort, contract, other form of liability; and

WHEREAS, the Act establishes the procedural rules pursuant to which a claimant may seek a damage award from a public agency, including procedural rules requiring the filing of an administrative claim within an applicable six-month or one-year statute of limitations as prerequisites to the filing of a civil action against the public agency; and

WHEREAS, the procedural requirements provide public agencies the opportunity to timely investigate claims, to reduce litigation expenses and potential judgments, and to limit liability by barring certain claims; and

WHEREAS, Section 905 of the Act exempts certain damage claims from the prerequisite administrative claim presentation requirements, including, but not limited to, claims by the state or other local public entity against a public agency; and

WHEREAS, Section 935 of the Act provides that claims that are excluded from the prerequisite administrative claim presentation requirements under Section 905, and that are not governed by other statutes or regulations expressly related thereto, may be covered by a public agency's charter, ordinance, or regulation that requires the filing of an administrative claim prior to the filing of a civil action against the public agency; and

WHEREAS, Section 22727 of the Water Code provides that all claims for money or damages against irrigation water districts are governed by the Act; and

WHEREAS, Article XIII, Section 32, of the California Constitution sets forth what is commonly known as a "pay first, litigate later" doctrine, which requires a taxpayer to pay a tax, fee, fine, or assessment before commencing a court action to challenge the collection thereof, and said doctrine is made applicable to all types of government, including water districts (*Water Replenishment Dist. of Southern Calif. v. City of Cerritos, et al.* (2013) 220 Cal.App.4th 1450, 1466-67); and

WHEREAS, the California Court of Appeals has stated that the "pay first, litigate later" doctrine only applies when a public agency has a "pay first, litigate later" provision in its policies and practices (*City of Anaheim v. Superior Ct.* (2009) 179 Cal.App.4th 825); and

WHEREAS, board of directors of the Palmdale Water District desires to enact a claims presentation procedure and a "pay first, litigate later" requirement, which will benefit the District and its customers by imposing a more uniform procedure for the filing of claims against the District, streamline the process to reduce the District's time and expense in responding to such claims, and ensure the District's revenue remains stable pending litigation to ensure services continue to be provided to the District's customers.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1: The above recitals are all true and correct and are hereby adopted as findings.

Section 2: Article 19 entitled "Claims Presented Against The District" is hereby added to the Palmdale Water District Rules and Regulations to read in full as follows:

"ARTICLE 19: CLAIMS PRESENTED AGAINST THE DISTRICT

19.01 AUTHORITY.

This regulation is enacted pursuant to Section 935 of the California Government Code.

19.02 CLAIMS REQUIRED.

All claims against the District for money or damages that are excluded by Government Code § 905 and that are not otherwise governed by the Government Claims Act, California Government Code §§ 900 *et seq.*, or another state law (hereinafter in this resolution, "claims") shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this Chapter.

19.03 FORM OF CLAIM.

All claims shall be made in writing and verified by the claimant or by the guardian, conservator, executor, or administrator of claimant. In addition, all claims shall contain the information required by California Government Code §§ 910 through 915.4. The foregoing reference to Government Code §§ 910 through 915.4 shall not be construed to authorize a class claim, and no claim may be filed on behalf of a class of persons unless verified by every member of that class.

19.04 DELIVERY OF CLAIMS AND ADMINISTRATION.

All documents setting forth claims or demands against the District must be delivered to the District Office, located at 2029 East Avenue Q, Palmdale, California 93550, to the attention of the General Manager. The General Manager, or designee, shall audit each demand and

investigate each claim for damages and shall cause the same to be promptly presented to the Board of Directors with a recommendation as to the action which should be taken. Notwithstanding the foregoing, the General Manager may delegate to a third-party administrator the general administration of claims under the continued supervision of the General Manager.

19.05 CLAIM PREREQUISITE TO SUIT.

In accordance with California Government Code §§ 935(b) and 945.6, all claims shall be presented as provided in this section and acted upon by the District prior to the filing of any action on such claims, and no such action may be maintained by a person who has not complied with the requirements contained in this resolution.

19.06 ACTIONS FOR PAYMENT OF TAXES, FEES OR FINES; PAYMENT REQUIRED PRIOR TO COMMENCEMENT OF LEGAL ACTION.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the District or an officer thereof to prevent or enjoin the collection of taxes, fees, or fines sought to be collected pursuant to any provision, resolution, or ordinance of the District for the payment of all taxes, fees, or fines. Payment of all taxes, fees, or fines, interest, and penalties shall be required as a condition precedent to seeking judicial review of the validity or application of any such tax, fees, or fines.

19.07 SUIT.

Any action brought against the District upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the District shall conform with the requirements of Section 950-951 of the California Government Code.

19.08 WARRANT FOR PAYMENT.

If a claim or demand against the District is presented to the Board of Directors and allowed and ordered paid by it, the General Manager shall draw a warrant upon the Finance Director for the amount allowed, which warrant shall be countersigned by the General Manager. The warrant shall also specify for what purpose it is drawn and out of what fund it is to be paid.

If the warrant statement referred to shows sufficient available funds in the treasury legally applicable to the payment of the same, and in case of a written contract that the condition under which the money would become due has been performed, the General Manager shall cause a warrant to be drawn thereon, in the same manner as provided for the payment of other claims and demands.

19.09 SPECIAL CLAIMS PROCEDURES.

Notwithstanding the general provisions of Section 19.02 with respect to claims, pursuant to the authority contained in Section 935 of the California Government Code, the following claims procedures are established for those claims against the District for money or damages not now governed by state or local laws:

A. Employee Claims. Notwithstanding the exceptions contained in Section 905 of the California Government Code, all claims by public officers or employees for fees, salaries, wages, overtime pay, holiday pay, compensating time off, or vacation pay, sick leave pay, and any other expenses or allowances claimed due from the District, when a procedure for processing such claims is not otherwise provided by state or local laws shall be presented within the time limitations and in the manner prescribed by Sections 910 through 915.4 of the California Government Code relating to the prohibition of suit in the absence of presentation of claims and action thereon by the Board of Directors.

B. Contract and Other Claims. In addition to the requirements of this resolution, and notwithstanding the exemptions set forth in Section 905 of the California Government Code, all claims against the District for damages or money, when procedure for processing such claims is not otherwise provided by state or local laws, shall be presented within the time limitations and in the manner prescribed by Sections 910 through 915.4 of the California Government Code relating to the prohibition of suit in the absence of presentation of claims and action thereon by the Board of Directors."

Section 3: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being expressly declared that this resolution and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

Section 4: Construction. This resolution is to be interpreted liberally and applied consistent with the interpretation and application of Article XIII, Section 32 of the California Constitution and Revenue and Tax Code Section 6931.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on Aug. 27, 2014.

Kathy Mac Laren, President
Palmdale Water District

Robert Alvarado, Vice President
Palmdale Water District for
Joe Estes, Secretary
Palmdale Water District

APPENDIX DD

BOARD MEETINGS: RULES OF PROCEDURE

PALMDALE WATER DISTRICT
RESOLUTION NO. 14-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT ADDING APPENDIX DD TITLED "BOARD MEETINGS: RULES OF PROCEDURE" TO THE PALMDALE WATER DISTRICT RULES AND REGULATIONS

WHEREAS, members of the Board of Directors have, in partnership with District staff, consultants, and the General Counsel, developed revisions to the Palmdale Water District Rules and Regulations; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to facilitate the business of the Board of Directors and to ensure an opportunity for Directors to contribute and participate in conducting the business of the District; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to facilitate public comment at Board meetings; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to conduct orderly meetings; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to provide for a process under which the Board can censure Directors who have seriously violated a law or the district Rules and Procedures; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to enact rules of procedure which guide the Board in its public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1: The above recitals are all true and correct and are hereby adopted as findings.

Section 2: Appendix DD titled "Board Meetings: Rules of Procedure" is hereby added to the Palmdale Water District Rules and Regulations to read in full as follows:

"APPENDIX DD

BOARD MEETINGS: RULES OF PROCEDURE

The Board has approved the Rules of Procedure herein as its rules of order applicable to all public Board meetings. Any procedure not addressed herein shall be governed by the Robert's Rules of Order. Failure to follow these Rules of Procedure or the Robert's Rules of Order shall not render void any action taken by the Board of the District.

I. GENERAL PRINCIPLES

- The purpose of the Rules of Order is to facilitate the business of the Board of Directors for the District and to ensure an equal opportunity for all Directors to contribute and participate in conducting the business of the District. The Rules are intended to assist, not inhibit, the meeting and discussion of the Directors.

- A meeting can deal with only one matter at a time. The various kinds of motions have therefore been assigned an order of precedence.

- All Directors have equal rights, privileges and obligations. The Chair's main responsibility is to use the authority of the Chair to ensure that all people attending a meeting are treated equally—for example, not to permit a vocal few to dominate the debates.

- A majority vote decides an issue. Parliamentary rules enable a meeting to determine the will of the majority of the Directors attending a meeting.

- The rights of the minority must be protected at all times. Although the ultimate decision rests with a majority, all Directors have such basic rights as the right to be heard and the right to oppose.

- Every matter presented for decision should be discussed fully. The right of every Director to speak on any issue is as important as each Director's right to vote. The Rules ensure order in the discussion, without Directors speaking over each other. The lack of order interferes with the public's right to clear information.

- Every Director has the right to understand the meaning of any question presented to a meeting, and to know what effect a decision will have. A Director always has the right to request information on any motion he or she does not thoroughly understand. Moreover, all meetings must be characterized by fairness and by good faith. Parliamentary strategy is the art of using procedure legitimately to support or defeat a proposal.

- Orderly meetings are most likely to occur when Directors, staff, and other presenters are provided with information regarding the meeting sufficiently in advance to prepare for discussion at a meeting. Advance preparation by Directors, staff, and other presenters ensures all questions and concerns are fully addressed in an orderly manner at public meetings.

II. DEFINITIONS

"Board" means the Board of Directors of the Palmdale Water District.

"Director" means a member of the Board.

"District" means the Palmdale Water District.

"Chair" or "Chairperson" means the Director who is leading the Board's meeting.

"Majority of the Board" means a majority of the Directors at the Board's meeting.

"Item" means a motion or other subject which is to be considered by the Board.

III. RULES OF ORDER

A. Order of Meetings

Meetings shall commence at the time specified in the public agenda, or as soon thereafter as is reasonably possible, and shall continue until all matters listed as items on the published agenda have been completed or until other disposition of uncompleted items has been approved by a majority of the Board.

The Chair shall conduct the meeting in the order of the published meeting agenda, unless a majority of the Board approves hearing an item out of order, continuing an item to another meeting, or removing the item from the agenda.

Hearing on any item may be continued or re-continued to any subsequent meeting by majority vote of the Board on a motion to continue the item.

The Board has adopted the following as the preferred order of business and should be followed for the Board agendas:

Sample Order of Agenda/Business

- Pledge of Allegiance
- Roll Call
- Adoption of Agenda
- Public comments for non-agenda items
- Presentations
- Consent Calendar (including public comment)
    - Approval of Minutes
    - Payment of Bills
- Action Calendar (including public comment)
- Information Items
- Reports of Directors
    - Meetings/General Report
    - Standing Committee/Assignment Reports

- Report of General Manager
- Report of Attorney
- Public comments on closed session agenda matters
- Closed session
- Public report of any action taken in closed session.
- Directors' requests for future agenda items
- Adjournment

B. Order of Discussion of Each Item on the Agenda

The Chair shall read the description of each matter listed as an agenda item.

1. Presentations to the Board on Agenda Item

The Chair will open the presentations portion on the item, which may consist of presentations to the Board by District staff, consultants, or other persons designated by the General Manager. Directors may ask questions of each presenter, upon recognition by the Chair.

Upon completion of any presentation and any questions by Directors, the Chair shall open the item for public hearing.

2. Public Discussion on Matters Before the Board

Upon opening the public hearing and before any motion is adopted related to the merits of the matter on the agenda, the Chair shall open the public comment period. The Chair shall call members of the public who desire to speak on the matter which is to be heard or to present evidence respecting the matter. Any person desiring to speak or present evidence shall make his/her presence known to the Chair and upon being recognized by the Chair, the person may speak or present evidence relevant to the matter being heard. No person shall be permitted during his or her public comment to speak about matters that are not germane to the matter being considered. A determination of relevance shall be made by the Chair, but may be appealed as set forth in these rules.

No person may speak without first being recognized by the Chair, who will call speakers who have filled out a "Speaker Request Card." Each person will be limited to three minutes and shall not be interrupted by Directors until the end of the three-minute period. Time limits shall be uniformly applied to all members of the public and adhered to as strictly as possible to avoid allegations of unfair treatment. The Chair may upon majority vote remove any member of the public disrupting the meeting in the manner described at Section IV. A of these Rules.

Directors who wish to ask questions of the speakers or each other, during the public hearing portion may do so but only after the end of the public speaker's three-minute period and upon being recognized by the Chair. Directors shall limit their questions to clarifications of facts presented by the member of the public.

Any member of the public may submit in advance to the Board written material related to any matter being heard by the Board. Such written material shall be submitted to the General Manager, who shall provide copies to the Board as soon as reasonably practical before the meeting. The Secretary shall retain all such material as part of the record of the meeting.

If public hearing applies to a quasi-judicial matter, even though limits can be placed on speakers, good practice dictates that the affected party (applicant, appellant, individual having license revoked, etc.) be given a reasonable opportunity to present his/her case to avoid a denial of due process. Quasi-judicial proceedings are evidence gathering procedures which require the Board decision to be based on substantial evidence in the record. Legislative proceedings are not dependent upon evidence presented and the Board can exercise a much broader range of discretion.

3. Consideration of Question by Board

After all members of the public desiring to speak upon the subject of the hearing have been given an opportunity to do so, the Chair shall close the public comment portion of the hearing and shall begin the deliberation of the matter by the Board. No member of the public shall be allowed, without consent of the Chair, to speak further on the question during the period of deliberation.

Directors may speak on each item, including posing questions to staff and other Directors, but may do so only upon being recognized by the Chair. The Chair shall recognize each Director desiring to speak on a matter in an orderly manner and allow only one Director or person to speak at a time. Directors wishing to respond to comments by any other Director must do so only at the time he or she is recognized by the Chair to speak. The Chair shall not permit disorderly debate.

At the conclusion of Board discussion, and upon appropriate motion having been made and seconded, the Board shall vote to either continue the matter or vote on the matter.

C. Action of the Board

All actions of the Board, including the approval of resolutions or ordinances, require a motion by any Director and approval of a majority of the Board.

1. Motion Procedure

Business is accomplished in meetings by means of debating motions. The word "motion" refers to a formal proposal by two Directors (the mover and seconder) that the Board take certain action.

Any Director may make a motion and any other Director may second the motion. When a motion has been made and seconded, the matter is open for discussion by the Board. Normally, a Director may speak only once on the same question, except for the mover of the main motion, who has the privilege of "closing" the debate (that is, of speaking last). If an important part of a Director's speech has been misinterpreted by a later speaker, it is in order for the Director to speak again to clarify the point, but no new material should be introduced. If two or more people want to speak at the same time, the Chair should call first upon the one who has not yet spoken.

If the Director who made the motion that is being discussed claims the floor and has already spoken on the question, he/she is entitled to be recognized before other Directors.

The mover of a motion may not speak against his or her own motion, although the mover may vote against it. The mover need not speak at all, but when speaking, it must be in favor of the motion. If, during the debate, the mover changes his or her mind, he or she can inform the meeting of the fact by asking the meeting's permission to withdraw the motion.

2. Determining Results of a Vote

Motions must pass by a majority affirmative vote of the Board. Abstentions shall not count as affirmative votes.

Motions and resolutions may be adopted on voice and/or mechanical vote: roll call shall be taken if requested by any Director. Ordinances shall be adopted on roll call vote.

When motions or resolutions are adopted on voice vote, the Chair shall solicit the vote of Directors and cast his/her vote last.

3. Types of Motions

a. <u>Main Motion</u>

A main motion is a motion that brings business before a meeting. Because a meeting can consider only one subject at a time, a main motion can be made only when no other motion is pending. A main motion ranks lowest in the order of precedence.

When a main motion has been stated by one Director, seconded by another Director, and repeated for the meeting by the Chair, the meeting cannot consider any other business until that motion has been disposed of, or until some other motion of higher precedence has been proposed, seconded and accepted by the Chair.

A main motion must not interrupt another speaker, requires a seconder, is debatable, is lowest in rank or precedence, can be amended, cannot be applied to any other motion, may be reconsidered, and requires a majority vote.

When a motion has been made by a Director and seconded by another, it becomes the property of the meeting. The mover and seconder cannot withdraw the motion unless the meeting agrees. Usually the Chair will ask if the meeting objects to the motion's being withdrawn. If no one objects, the Chair will announce: "The motion is withdrawn."

b. Secondary Motions

Secondary motions consist of subsidiary motions, privileged motions, and incidental motions. Secondary motions are ones that are in order when a main motion is being debated; ones that assist a meeting to deal with the main motion.

A secondary motion thus takes precedence over a main motion; a main motion takes precedence over nothing, yielding to all secondary motions. When a secondary motion is placed before a meeting, it becomes the immediately pending question; the main motion remains pending while the Board deals with the secondary motion.

The main motion, the subsidiary motions, and the privileged motions fall into a definite order of precedence, which gives a particular rank to each. The main motion—which does not take precedence over anything—ranks lowest. Each of the other motions has its proper position in the rank order, taking precedence over the motions that rank below and yielding to those that rank above it.

i. Subsidiary Motions

Subsidiary motions assist a meeting in treating or disposing of a main motion (and sometimes other motions). Once the main motion is properly placed on the floor, subsidiary motions may be employed in addressing the main motion. The subsidiary motions are listed below in descending order of rank. Each of the motions takes precedence over the main motion and any or all of the motions listed before it.

Subsidiary motions are appropriate and may be made by any Director at any appropriate time during the discussion of the main motion.

Subsidiary Motions include:

- Table (To Temporarily Suspend Consideration of an Issue)

  The motion must not interrupt another speaker, must be seconded, is not debatable, is not amendable, may not be reconsidered, and requires a majority vote.

  In order to bring the matter back before the Board, a Director must move that the matter be "taken from the table", seconded and passed by a majority.

A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular meeting of the Board. Otherwise the motion that was tabled dies, although it can be raised later as a new motion.

- Previous Question (To Vote Immediately)

  Any Director may move to immediately bring the question being debated by the Board to a vote, suspending any further debate.

  The motion may not interrupt a speaker, must be seconded. A majority vote is required for passage

- Continue to Another Meeting

  Any Director may move to continue the item to another meeting. This motion continues the pending main motion to a future date or time as determined by the Board at the time the motion is passed.

  A motion to postpone to a definite time may not interrupt another speaker, must be seconded, is debatable only as to the propriety or advisability of continuing the motion, can be amended, can be reconsidered, and requires a majority vote.

- Commit or Refer

  Any Director may move that the matter being discussed should be referred to a committee, commission or staff for further study. The motion may contain directions for the committee, commission or staff, as well as, a date upon which the matter will be returned to the Board's agenda.

  The motion must be seconded and requires a majority vote for passage. If no date is set for returning the item to the Board agenda, any Director may move, at any time, to require the item be returned to the agenda. The motion must be seconded and a majority vote is required.

- Amend

  An amendment is a motion to change, to add words to, or to omit words from, an original motion. The change is usually to clarify or improve the wording of the original motion and must be germane to that motion.

  Any Director may amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to amendments must first be acted upon. An amendment must be related to the main motion or amendment to which it is directed. Any amendment which substitutes a new motion

rather than amending the existing motion is out of order and may be so declared by the Chair.

A motion to amend must be seconded and requires a majority vote for passage.

- Postpone Indefinitely

  Any Director may move to postpone indefinitely the motion on the floor, thus avoiding a direct vote on the pending motion and suspending any further action on the matter.

  The motion must be seconded and requires a majority vote for passage.

ii. Incidental Motions

These motions are incidental to the motions or matters out of which they arise. Because they arise incidentally out of the immediately pending business, they must be decided immediately, before business can proceed. Most incidental motions are not debatable.

Incidental motions do not have an order or precedence. An incidental motion is in order only when it is legitimately incidental to another pending motion or when it is legitimately incidental in some other way to business at hand. It then takes precedence over any other motions that are pending—that is, it must be decided immediately.

- Point of Order

  This motion permits a Director to draw the Chair's attention to what he/she believes to be an error in procedure or a lack of decorum in debate. The Director will rise and say: "I rise to a point of order," or simply "Point of order." The Chair shall recognize the Director, who will then state the point of order. The Chair is required to make an immediate ruling on the question involved. The Chair will usually give his/her reasons for making the ruling. If the ruling is thought to be wrong, the Chair can be challenged.

  A point of order can interrupt another speaker, does not require a seconder, is not debatable, is not amendable, and cannot be reconsidered.

- Objection to the Consideration of a Question

  If a Director believes that it would be harmful for a meeting even to discuss a main motion, he/she can raise an objection to the consideration of the question; provided debate on the main motion has not begun or any subsidiary motion has not been stated.

The motion can be made when another Director has been assigned the floor, but only if debate has not begun or a subsidiary motion has not been accepted by the Chair. A Director rises, even if another has been assigned the floor, and without waiting to be recognized, says, "Mr. Chair [or Madame Chair], I object to the consideration of the question (or resolution or motion, etc.)."

The motion does not need a seconder, is not debatable, and is not amendable.

The Chair responds, "The consideration of the question is objected to. Shall the question be considered?"

The motion can be reconsidered, but only if the objection has been sustained.

- Division of Question

  Any Director may move to divide the subject matter of a motion which is made up of several parts in order to vote separately on each part. This motion may also be applied to complex ordinances or resolutions.

  The motion requires a second and a majority vote for passage.

- Requests and Inquiries

  a) Parliamentary Inquiry—a request for the Chair's opinion (not a ruling) on a matter of parliamentary procedure as it relates to the business at hand.

  b) Point of Information—a question about facts affecting the business at hand, directed to the Chair or, through the Chair, to a Director.

  c) Request to Read Papers.

  d) Request to be Excused from a Duty.

  e) Request for Any Other Privilege.

  The first two types of inquiry are responded to by the Chair, or by a Director at the direction of the Chair; the other requests can be granted only by majority vote.

iii. Privileged Motions

Unlike either subsidiary or incidental motions, privileged motions do not relate to the pending business, but have to do with special matters of immediate and overriding importance that, without debate, should be allowed to interrupt the consideration of anything else.

The privileged motions are listed below in descending order of rank. Each of the succeeding motions takes precedence over the main motion, any subsidiary motions, and any or all of the privileged motions listed before it.

- Fix Time to Which to Adjourn

  This is the highest-ranking of all motions. Under certain conditions while business is pending, a meeting—before adjourning or postponing the business—may wish to fix a date, an hour, and sometimes the place, for another meeting or for another meeting before the next regular meeting. A motion to fix the time to which to adjourn can be made even while a matter is pending, unless another meeting is already scheduled for the same or the next day.

  The motion may not interrupt a speaker, must be seconded, is not debatable, is amendable (for example, to change the time and/or place of the next meeting), can be reconsidered, and requires a majority vote.

- Adjourn

  Any Director may move to adjourn at any time, even if there is business pending.

  The motion must be seconded and a majority vote is required for passage. The motion is not debatable.

- Recess

  A Director can propose a short intermission in a meeting, even while business is pending, by moving to recess for a specified length of time.

  The motion may not interrupt another speaker, must be seconded, is not debatable, can be amended (for example, to change the length of the recess), cannot be reconsidered, and requires a majority vote.

- Question or Point of Privilege

  Any Director, at any time during the meeting, may make a request of the Chair to accommodate the needs of the Board or his/her personal needs for such things as reducing noise, adjusting air conditioning, ventilation, lighting, etc. Admissibility of question is ruled on by the Chair.

- Orders of the Day

  Any Director may demand that the agenda be followed in the order stated therein.

  No second is required and the Chair must comply unless the Board, by majority vote, sets aside the orders of the day.

- Challenging a Ruling of the Chair

  Any ruling of the Chair can be challenged, but such appeals must be made immediately after the ruling. If debate has progressed, a challenge is not in order.

  When a Director wishes to appeal from the decision of the Chair, the Director speaks as soon as the decision is made, even if another has the floor, and without waiting to be recognized by the Chair, says, "Mr. Chair [or Madame Chair], I appeal from the decision of the Chair." The Chair should state clearly the decision being questioned, and if necessary the reasons for the decision, and then state the question this way: "The question is, 'Shall the decision of the Chair be sustained?" If two Directors (mover and seconder) appeal a decision of the Chair, the effect is to open the decision to a vote.

  Such a motion is in order when another speaker has the floor, but it must be made at the time of the Chair's ruling and before debate progresses. The motion must be seconded, is not amendable, but can be reconsidered. A majority or tie vote sustains the decision of the Chair, on the principle that the Chair's decision stands until reversed by a majority of the meeting. The Chair can vote on this motion.

iv. Motions that Bring a Question Again Before the Assembly

- Rescind

  The Board may rescind, repeal or annul any prior action taken with reference to any legislative matter so long as the action to rescind, repeal or annul complies with all the rules applicable to the initial adoption, including any special voting or notice requirements or unless otherwise specified by law.

- Reconsider

  Except for votes regarding matters which are quasi-judicial in nature or matters which require a noticed public hearing, the Board may reconsider any vote taken at the same session to correct inadvertent or precipitant errors, or consider new information not available at the time of the vote.

  The motion to reconsider must be made by a Director who voted on the prevailing side, must be seconded and requires a majority vote for passage, regardless of the vote required to adopt the motion being reconsidered. If the motion to reconsider is successful, the matter to be reconsidered takes no special precedence over other pending matters and any special voting requirements related thereto still reconsider, once a matter has been determined and voted upon, the same matter cannot be brought up again at the same meeting

- Discharge a Committee (From Further Consideration)

  If a question has been referred, or a task assigned, to a committee that has not yet made its final report, and if a meeting wants to take the matter out of the committee's hands (either so that the meeting itself can deal with the matter or so that the matter can be dropped), such action can be proposed by means of a motion to discharge the committee from further consideration of a topic or subject.

  Such a motion cannot interrupt another speaker, must be seconded, is debatable (including the question that is in the hands of the committee), and is amendable. Because the motion would change action already taken by the meeting, it requires a majority vote.

  A negative vote on this motion can be reconsidered, but not an affirmative one.

c. Motion Procedure Guidelines for Common Motions

What you want to do:	Language:	May You Interrupt the Speaker?	Do You Need A Second?	Is It Debatable?	Can It Be Amended?	What Vote Is Needed?	Can It Be Reconsidered ?
Introduce Business	"I move that..."	No	Yes	Yes	Yes	Majority	Yes
Continue Discussion	"I move to continue this item until (date)"	No	Yes	Yes	Yes	Majority	Yes
Amend a Motion	"I move to amend the motion by ..."	No	Yes	Yes	Yes	Majority	Yes
Adjourn Meeting	"I move that we adjourn"	No	Yes	No	No	Majority	No
Give Closer Study of An Item	"I move to refer the matter to a subcommittee"	No	Yes	Yes	Yes	Majority	Yes
Request Information	"Point of information"	Yes	No	No	No	No Vote	No
End Debate & Amendment	"I call for the question" "I move the previous question"	No	Yes	No	No	2/3	No
Reconsider a Hasty Action	"I move to reconsider the vote on ..."	Yes	Yes		No	Majority	No
Temporarily Suspend Considering an Issue	"I move to table the motion"	No	Yes	No	No	Majority	No
Take up a Matter Previously Tabled	"I move to take from the table..."	No	Yes	No	No	Majority	No
Postpone Indefinitely							

Avoid Considering an Improper Matter	"I object to consideration of this motion"	Yes	No	No	No	2/3	
Protest Breach of Rules or Conduct	"I rise to a point of order"	Yes	No	No	No	No Vote	No

VOTING	Chair restates the motion
	ELECTRONIC: "Please cast your vote"
	VOICE: "All those in favor...; those opposed...; motion carries/is rejected"
	ROLL CALL: "Boardmember (in seniority order), Vice Chair, Chair; motion carries/is rejected"
	GENERAL CONSENT: (Various Options) "Please cast your vote" or "Without objection, motion is adopted"

IV. ENFORCEMENT OF RULES OF ORDER

A. Disruption by Members of the Public

If any meeting is willfully interrupted by a person or persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by removal of the disruptive individuals, of if any member of the public uses profanity or threats to direct his/her comments to the Board, a Director, staff, or any member of the public, the Chair, with the concurrence of a majority of the Directors present, may order the meeting room cleared and continue with the meeting. Members of the press or other news media may remain unless they participated in creating the disruption. In the event the Board meeting room is cleared, the Board cannot consider anything not on the agenda. *Government Code* section 54957.9.

B. Censure of Directors

Censure is a formal Resolution of the Board reprimanding one of its own Directors for specified conduct, generally a serious violation of law or of District Rules and Regulations where the violation of policy is considered to be a serious offense. Censure should not follow an occasional error in judgment, which occurs in good faith and is unintentional. Censure carries no fine or suspension of the rights of the member as an elected official, but a censure is an expression of the Board's disapproval of a Director's conduct.

Any Director may submit, in writing, a complaint and request for a censure hearing concerning an alleged violation of law or serious violation of Board policies by another Director. The complaint shall be submitted to the President, or if the complaint is about the President, to the Vice President.

Prior to any formal action by the Board to censure a Director, the Director against whom censure is sought is entitled to due process of law, which requires notice and the opportunity to be heard and to refute the evidence against him or her, by means of a censure hearing. The complaint shall contain specific factual allegations and any supporting evidence of specific conduct alleged to violate existing law or District Rules and Regulations. The President or Vice President, within 15 business days, shall review

the complaint and either (1) issue an advisory opinion to the Board; or (2) conduct further investigation and/or a hearing on the matter.

Upon completion of its review of the complaint and any additional investigation the President or Vice President shall determine if, considering all the facts and evidence, there are reasonable grounds to believe or not believe that the alleged violation of law or serious violation of District Rules and Regulations occurred. The President or Vice President shall make a written report to the Board stating the specific law or policy alleged to have been violated, and summarizing the complaint, evidence, and the results of any additional investigation. The President or Vice President shall also make a recommendation to the Board that the complaint is supported by sufficient evidence of a violation of law or serious violation of District Rules and Regulations to warrant a censure hearing, or, alternatively, that the complaint is not supported by sufficient evidence of a violation of law or serious violation of District Rules and Regulations to warrant a Board censure hearing.

If the President or Vice President determines that the allegations are supported and a censure hearing is warranted, the matter shall be set for a public censure hearing before the Board; if the President or Vice President concludes that the allegations are not supported and a censure hearing is not warranted, the President or Vice President's recommendation will be forwarded to the Board and no further action taken, unless the Board directs, by a majority consensus of the Board during a Board meeting, the matter to be placed on its agenda for further consideration. In either case, a copy of the final report shall be provided to the accused Director at the same time it is provided to the Board.

If a public hearing is set before the Board, it shall be far enough in advance to give the accused Director subject to censure adequate time to review the allegations and evidence against him or her and prepare a defense, but no longer than 15 days from the date of the President or Vice President's recommendation.

At the hearing, the Director shall be given an opportunity to make an opening statement, closing statement, and to question his or her accusers. The hearing shall not be a formal adversarial hearing and the Rules of Evidence shall not apply to the proceeding. An accused Director may choose to be represented and to designate his or her representative to speak on his or her behalf.

A Board decision to censure requires the adoption of a Resolution making findings, based on substantial evidence that the Director has engaged in conduct that constitutes a violation of law or a serious violation of District Rules and Regulations. The Resolution must be affirmed by at least three affirmative votes of the Board. The accused Director shall not participate in the Board's deliberations after the public hearing is closed or in any vote by the Board on the proposed censure."

Section 3: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being expressly declared that this resolution and each section, subsection,

paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on November 12, 2014.

Kathy Mac Laren, President
Palmdale Water District

Joe Estes, Secretary
Palmdale Water District

APPENDIX EE

AMENDMENT OF ARTICLE 4
"BOARD OF DIRECTORS"

PALMDALE WATER DISTRICT
RESOLUTION NO. 15-7

A RESOLUTION OF THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT AMENDING THE PALMDALE WATER DISTRICT RULES AND REGULATIONS AS THEY RELATE TO THE BOARD OF DIRECTORS, INCLUDING AMENDMENT OF ARTICLE IV TITLED "BOARD OF DIRECTORS," DELETION OF ARTICLE 12, SECTION 12.12 TITLED "COMMUNITY REQUEST FOR SPEAKERS AND/OR PRESENTATIONS;" DELETION OF ARTICLE 17 TITLED "RESPONSIBILITIES AND AUTHORITY OF THE BOARD AND GENERAL MANAGER," AND ADDITION OF APPENDIX EE

WHEREAS, members of the Board of Directors have, in partnership with District staff, consultants, and the General Counsel, developed revisions to the Palmdale Water District Rules and Regulations in order to increase transparency and efficiency in District governance; and

WHEREAS, the Board of Directors recognizes the importance of consistent and clearly codified noticing requirements for meetings; and

WHEREAS, the Board of Directors desires to create clear procedures for the adoption of ordinances; and

WHEREAS, the Board of Directors desires to clearly set forth the duties and responsibilities of each Director; and

WHEREAS, the Board of Directors desires to clearly set forth the division of responsibilities of the Board of Directors and the General Manager;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1: The above recitals are all true and correct and are hereby adopted as findings.

Section 2: Article IV of the Palmdale Water District Rules and Regulations titled "Board of Directors" is hereby amended as set forth in the attached document titled "Rules and Regulations, Article IV March 11, 2015."

Section 3: Appendix EE is hereby added to the Rules and Regulations to establish a form certificate of recognition from the Board of Directors and the District;

Section 4: Article 12, Section 12.12 of the Palmdale Water District Rules and Regulations titled "Community Request for Speakers and/or Presentations" is hereby deleted.

Section 5: Article 17 of the Palmdale Water District Rules and Regulations titled "Responsibilities and Authority of the Board and General Manager" is hereby deleted.

Section 6: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being expressly declared that this resolution and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on March 11, 2015.

Kathy Mac Laren, President
Palmdale Water District

Joe Estes, Secretary
Palmdale Water District

ARTICLE 4: BOARD OF DIRECTORS (BoD) (Revised 2-11-09)

4.01 NUMBER OF DIRECTORS

The number of Directors shall be five (5) members elected at large from the District, each to be a resident and voter of one of the five voting Districts. (Water Code, §§ 21550, 21551.)

4.02 VOTING DISTRICTS

There shall be five (5) voting divisions with the boundaries as established by the Board of Directors to equalize, as best as possible, the number of registered voters in each voting division. These boundaries shall be adjusted with approval of the Board when deemed necessary. Resolution 09-06 and the PWD Boundary and Elective Division Map are attached hereto as Appendix A. (Water Code, § 21605.)

4.03 MEETINGS OF THE BOARD (Revised 1-13-10)

4.03.1 REGULAR MEETINGS OF THE BOARD

(a) Regular meetings of the Board are held on the second and fourth Wednesday of each calendar month at 7:00 p.m. or the time and dates set on the agenda when necessary. If the regular meeting falls on a holiday, the meeting time will be re-scheduled before or after that date as the Board directs.

(b) The District shall comply with all public noticing requirements of the Ralph M. Brown Act, codified at Sections 54954.5 through 54957.10. Additionally, the District shall specifically comply with the following noticing provisions at least 72 hours before the time of the meeting:

(i) The District shall provide notice by electronic mail, in the form of a final agenda, to a local newspaper of general circulation, radio or television station requesting such notice in writing.

(ii) The District shall post the agenda at the District Offices in a location visible and freely accessible to members of the public, and on the District's Internet Website, www.palmdalewater.org.

(iii) The District shall mail, by U.S. mail and electronic mail, copies of the agenda or agenda packets requested by any person pursuant to Government Code, Section 54954.1.

(iv) The General Manager shall ensure electronic mail delivery and personal delivery of the agenda and agenda packets to each member of the Board.

4.03.2 SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board shall be held at a time and place as may be designated by the presiding officer or by a 3/5ths majority of the members of the Board. Special meetings shall comply with the requirements of Government Code, Section 54956 and 54956.5. Upon direction by the presiding officer, or a 3/5 majority, the General Manager shall ensure electronic mail delivery and personal delivery of the agenda to all members of the Board at least 24 hours prior to such special meeting. The General Manager shall also ensure delivery to all members of the Board of all documents that will be included in the agenda packet as soon as reasonably practical.

4.03.3 EMERGENCY MEETINGS OF THE BOARD

(a) In case of an emergency or dire emergency involving matters upon which prompt action is necessary due to disruption or threatened disruption of public facilities, or activity that severely impairs public health, safety, or both, an emergency meeting of the Board may be held at a time and place as may be designated by the presiding officer without complying with the 24 hour prior notice requirement. The Board of Directors designates the General Manager with the discretion to determine the existence of an emergency for purposes of this Section. The General Manager shall ensure telephonic notice one hour in

advance of the meeting to all members of the Board, all media who has requested notice of meetings in writing, followed by written confirmation through electronic mail.

(b) In the event of an emergency, the General Manager may be required to take certain actions before a special meeting of the Board may be held. Accordingly, the Board of Directors has authorized the General Manager to hire such additional personnel, equipment and contractors as deemed necessary to make repairs, alteration and modifications to the District's facilities that are required when emergencies occur. (Motion approved February 13, 1962; Resolution, dated February 20, 1969.)

4.03.4 QUORUM

The quorum consists of three Board Members. A quorum must be present for the Board to take action on any matter. A 3/5 Board majority is required for any action by the Board, except for a motion to adjourn or a motion to adjourn for a stated time.

4.03.5 BOARD MEETINGS: RULES OF PROCEDURE

The conduct of the meetings of the Board of Directors, Board committees, and and Board workshops, is governed by the Rules of Procedure attached hereto as Appendix DD. In the event a question of procedure is not addressed by the District Rules of Procedure, Robert's Rules of Order shall apply. Failure to comply with any portion of the District Rules of Procedure or the Robert's Rules of Order shall not render any action by the Board void.

4.04 BOARD ACTION

The Board may take action by motion, resolution, or ordinance. The affirmative vote of at least three directors is necessary for the Board to take action. Motions and resolutions may be adopted on voice and/or mechanical vote: roll call shall be taken if requested by any director. Ordinances shall be adopted on roll call vote.

4.04.1 ORDINANCES

Where an ordinance is required by statute, but the procedure for such ordinance is not specified, the Board shall adopt the ordinance as follows:

1. The ordinance shall be noticed as an agenda item for two consecutive Board meetings.
2. The ordinance shall be introduced and read at two consecutive regular Board meetings, unless a motion is made and passed by a majority of the Board to waive the full reading of the ordinance. The ordinance may then be passed.
3. The ordinance shall become effective thirty (30) days after adoption and shall be published, within ten (10) days after its adoption, at least once for one week in a newspaper of general circulation within the boundaries of the district.

4.05 OFFICERS OF THE BOARD

The officers of the Board shall be:

President, Vice President, Treasurer and Secretary.

Officers shall be elected by a 3/5 majority vote of the Board. The Board shall reorganize every two years, following an election, unless by a 3/5 majority vote the Board approves a reorganization at any other time.

4.06 DUTIES AND OBLIGATIONS OF THE OFFICERS OF THE BOARD

Other than the duties and obligations specified herein, Officers have no rights or authority different from any other Director. In addition to such duties and obligations imposed by law or by action of the Board of Directors, the duties of each Officer of the District are as follows:

4.06.1 PRESIDENT

Preside over and conduct all meetings of the Board, including maintaining the order pursuant to the Rules of Procedure adopted by the Board and attached hereto as Appendix DD, to ensure constructive and democratic meetings and help, not hinder, the business and discussion of the Board. Carry out the resolutions and orders of the Board. Exercise other powers and perform other duties as prescribed by the Board in these Rules and Regulations and by other actions of the Board. Approve Board meeting agendas. Form or disband standing and ad hoc committees. Appoint committee members and the Chair of said committees. Sign all agreements to which the District is a party. Write and/or sign correspondence on behalf of the Board and PWD. In the event of an early vacancy in the office of the Presidency, the Vice President shall become the President.

4.06.2 VICE PRESIDENT

Exercise the duties of the President in the absence of, when the President stands down, or when the President is unable to continue in his/her duties due to any other reason. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

4.06.3 TREASURER

Sign financial instruments as required and serve as the Finance Committee Chair. The Treasurer acts on behalf of the President in the event the President and Vice President are unable to do so. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

4.06.4 SECRETARY

Certify or attest to the actions taken by the Board. Sign the minutes of the Board meeting following their approval. In the absence of the Secretary from any meeting at which the Board approved meeting minutes, the Vice President, if

present, shall sign the meeting minutes. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

4.07 DUTIES AND OBLIGATIONS OF ALL DIRECTORS

4.07.1 RULES OF CONDUCT

The Board of Directors shall at all times conduct itself in accordance with all applicable Federal laws, State laws, Local laws, and the District's Rules and Regulations. Any violations by any Director of these Rules and Regulations, including this Article IV, may be addressed by the Board in the manner provided at the Rules of Procedure, attached hereto as Appendix DD at Section IV.B.

4.07.2 PARTICIPATION IN OFFICIAL BUSINESS OF THE DISTRICT

Directors shall attend all regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, including those listed in Appendix V. In the event a Director is unable to attend a meeting, or other official business of the District, the Director shall notify the President and General Manager with as much advance notice as reasonably practical, or as soon thereafter as reasonably practical. Failure to attend four consecutive regular meetings of the Board, without the prior approval of the Board, will result in loss of committee assignments. The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next regular Board meeting.

4.07.3 DIRECTOR COMPENSATION (Revised 12-11-09)

(a) The District has set director compensation as provided herein, pursuant to Water Code, Section 20200, *et seq.* and Government Code, Section 53232, *et seq.* The Board of Directors shall be compensated for attendance at regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, at a rate of

$150.00 per day up to the maximum number of days per month and the maximum annual compensation allowable by law. In addition, Directors shall be entitled to compensation for a day of service in attendance at all meetings and occurrences listed and as indicated in Appendix V, as the Board of Directors has determined those meetings and occurrences constitute performance of official duties rendered as members of the Board. Each Director shall submit, on a form provided by PWD and signed by the Director, the number of days of attendance for which compensation shall be made. Email or FAX submittal of the form shall be acceptable with signature to follow. Compensation for purely social functions is not allowable.

(b) Requests for compensation and expense reimbursement relating to any meeting or event not listed in Appendix V shall not be approved, unless the Board determines that the meeting constitutes one of the following:

(i) A conference or organized educational activity conducted in compliance with Government Code Section 54952.2, including, but not limited to, required ethics training pursuant to Government Code Section 53234, *et seq.*

(ii) A meeting or event attended at the formal request of the Board, including an event to recognize, any employee of the District, or members of the public.

(iii) A meeting or event necessary to further communications with representatives of regional, state and national government on District functions.

(iv) A meeting or event of regional, state and national organizations whose activities affect the District's interests.

4.07.4 DIRECTOR EXPENSES

The District has set the reimbursement for director expenses as provided herein, pursuant to Water Code, Section 20200, *et seq.* and Government Code, Section 53232, *et seq.* Directors shall be compensated for actual, reasonable and necessary expenses incurred for participating in activities approved in advance by the Board of Directors or as allowed as indicated in Appendix V attached hereto, and that further the goals and interests of the District.

Directors shall exercise prudence in all expenditures. Requests for reimbursement must be accompanied by receipts and documentation and shall be submitted on a form provided by the District and signed by the Director. Email or FAX submittal of the form shall be acceptable with signature to follow.

All requests for reimbursement shall be submitted monthly to the General Manager after the expenses were incurred or expenditures made. The General Manager shall ensure prompt payment of the reimbursable expenses and all questions regarding payment of reimbursable expenses to the staff shall be directed to the General Manager. The Finance Committee shall periodically review Director's expense reports and shall prepare such reports and documents as may be required under Government Code Section 53065.5 and Government Code 53232.3.

This policy is intended to result in no personal gain or loss to a Director and no reimbursement shall be allowed for transportation, lodging, meals or incidental expenses of family members or guests of a Director traveling with the Director to an authorized event.

4.07.5 REPORTS TO GOVERNING BOARD

At the regular meeting of the Board following any meeting, conference, educational activity or other authorized event for which compensation for a day of services or reimbursement of expenses is requested, the Director attending the event shall give a brief report on the meeting or event. If more than one Director

of the District attended the same meeting, a joint report may be made. Reports may be written or oral.

4.08 SPEAKING ENGAGEMENTS AND/OR PRESENTATIONS BY DIRECTORS

The District recognizes the importance of interaction with the community it serves and encourages opportunities for interaction that provides the most accurate information available. This often takes the form of speaking and giving presentations to community and other groups on behalf of the District. Community groups, whether formal or informal, are likely to focus on particular areas of the District's operations and policies. These include topics such as water rates and structure, water quality, state and local water conditions, water conservation and efficiency, and business and infrastructure planning.

The District therefore establishes these rules to ensure the community's needs are met and that the District is accurately represented. Members of the Board of Directors shall not make any presentation on behalf of the District, without the prior approval of the Board, as provided herein. Presentations made on behalf of the District, and therefore governed by these rules, include any speaking engagement or public presentation at any event to any group, entity, or association, related to any matter that relates to the business of the District, unless the Director makes the disclaimers required in these rules.

(a) Speaking Engagements and/or Presentations Made Pursuant to Requests From the Public

1. All requests from any person other than a Director or District Staff for a speaking engagement or presentation by any Director shall be submitted to the District office with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations);

2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;
3. The General Manager shall inform all Directors of the public request;
4. The President shall determine whether the topic in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond and designate a speaker, if approved.
5. If the topic or issue in the request does not relate to any matter within the purview of any standing committee, the President shall recommend to the Board of Directors whether to respond, approve, or disapprove a request. The Board shall approve the request by 3/5 majority vote and also approve a speaker by 3/5 majority vote.

(b) Speaking Engagements and/or Presentations Made Pursuant to Requests From Directors:

1. Directors must request prior approval from the Board before making any presentations on behalf of the District. Directors may request approval to speak on behalf of the District by submitting an approval request to the President, and notifying the General Manager of that request, with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations).
2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;

3. The President shall determine whether the topic or issue in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond. If the committee does not approve the request, the Board may then consider and approve the request by a 3/5 majority vote.

(c) Speaking Engagement and/or Presentations by Directors On Their Own Behalf

1. Nothing herein prohibits or forbids a Director from making public presentations on his/her own behalf, so long as the Director clearly states orally at the beginning of that presentation, in any written or electronic material published in connection with that presentation, and in any written or electronic material distributed at the presentation, that the presentation is from the individual Director, not the District. The disclosure statement by the individual Director shall be substantially in the form provided herein:

", I make this presentation/speech on my own behalf as an individual, and not on behalf of the Palmdale Water District or its Board."

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act "on behalf" of the District or its Board shall be deemed to in compliance with this Section.

2. If a Director makes a presentation/speech on his own behalf pursuant to this Subsection, the Director may not distribute any official District material at such presentation that has not otherwise been made generally available to the public by the District, may not use the District's Logo, or allow the use of the Logo, in any material published, distributed, or displayed in connection with that presentation/speech. A Director may distribute his/her business card in which he/she is identified as a Director of the District and may allow for the publication of his/her business card in any material published, distributed, or displayed in connection with that presentation/speech, so long as:

   A. The business card is published by itself and without any revisions or additional content; or

   B. In the event the business card is published with any additional content, then the publication shall also include a disclosure statement providing that:

      "the Director sponsors/supports the [event/group/association] as an individual, and not on behalf of the Palmdale Water District or its Board."

      Any disclosure statement made in good faith that informs the public that the Director is not purporting to act "on behalf" of the District or its Board shall be deemed to in compliance with this Section.

4.09 PUBLIC STATEMENTS ON BEHALF OF THE DISTRICT

The District is not represented by any one individual director and is instead represented by action of the Board (through a 3/5 majority). Therefore, public statements can only be made on behalf of the District as authorized by the Board. The Board designates the President, General Manager, and Public Information Officers as the persons authorized to make public statements on behalf of the District. Any other public statements shall not be attributable to the District or the Board.

4.10 PRESENTATION OF AWARDS AND RECOGNITIONS

(a) The District recognizes the importance of interaction with the community it serves and encourages opportunities for recognition of individuals, organizations, businesses, agencies or associations who share in the mission and strategic vision of the District to provide water within its service area. Accordingly, the Board authorizes and encourages its individual Directors, subject to the approval by the Outreach Committee, to recognize such efforts that are consistent with the Irrigation District Law, under which the District is formed, to "furnish sufficient water in the district for any beneficial use." (Water Code 22075.)

(b) The awards and recognitions authorized herein shall be in the form of a Certificate of Appreciation or Certificate of Recognition, collectively attached hereto in Appendix EE, recognizing the recipient's efforts in water conservation and efficiency, water resource management, water education, interagency cooperation, and other areas that relate to the District's purpose.

(c) The awards and recognitions authorized herein shall not be given in connection with any personal matters, political campaigns of the Director or others, or any legislative matters.

4.11 USE OF DISTRICT PROPERTY AND EQUIPMENT

A Director can be assigned selected District equipment for use on District business. A Director shall not use or permit the use of District equipment, telephones, materials or property for personal gain or profit, including for use in connection with any campaign or election. Each Director must protect and properly use any District asset within his or her own control, including information recorded on paper or in electronic form. A Director shall not request a District employee to perform services for their personal gain or profit, including in connection with any campaign or election. Requests for assistance in connection with the official business of the District are not considered requests made for a Director's personal gain or profit.

4.12 USE OF DISTRICT MATERIAL CONTAINING DISTRICT SEAL/LOGO BY DIRECTORS

(a) Purpose of the Seal/Logo. The District has adopted the following seal, also referred to as its "logo," as the official seal of the Palmdale Water District, pursuant to the Irrigation District Law (Water Code, § 21404):



The seal has been adopted for purposes of identifying official communications, actions, and positions of the District. Therefore, the Board has approved use of the seal by individual Directors as provided herein to maintain uniformity in the representation of the District.

(b) Use of District Seal/Logo. Material containing the District seal, including District letterhead, shall only be used by Directors for District business and may not be used for any personal matters including political campaign materials or in connection with any political events or activities. Use or

display of the District seal/logo at any political event or activity, whether it is in connection with District elections or unrelated elections, is not permitted. Any written or electronic communication or presentation by a Director that is not approved as District business herein or approved separately by Board action, shall not contain the District seal/logo.

(c) **District Business.** District business includes:

(i) Correspondence approved by the Board, such as communications to the Association of California Water Agencies and other governmental agencies, which shall thereafter be distributed to all Directors;

(ii) Distribution of any District promotional and informational material generally available to the public;

(iii) Distribution of official District material at events approved by the Board, including events listed at Appendix V;

(iv) Distribution of awards or recognitions on behalf of the District pursuant to Section 4.10;

(d) **Publication or Reproduction of the District's Seal/Logo.** Publication or reproduction of the District's seal/logo not expressly authorized in these Rules and Regulations must be approved by the Board in advance. The seal/logo is a trademark of the District. It cannot be used to imply endorsement of any event, position, or action of any other group, agency, association, or business, unless approved by the Board.

(e) **Business Cards, Clothing and Other Items Distributed to Directors by the District.** This Section does not apply to a Director's distribution of his/her business cards provided to the Director by the District, which identify the Director as an elected official of the District. This Section does apply, however, to the publication of a Director's business cards, which must also

comply with Section 4.08(c)(2). Additionally, this Section does not apply to the use of shirts or other items containing the District's Logo, which have been distributed to the Director by the District. Use of such items, however, is subject to the laws and regulations of the State.

4.12 CAMPAIGNING RESTRICTIONS

4.12.1 SOLICITING POLITICAL CONTRIBUTIONS

Directors are prohibited from soliciting, or permitting others to solicit on his/her behalf, political funds or contributions at District facilities for the benefit of his/her own campaign for any office or the campaign of any other person for any other office.

4.12.2 USE OF DISTRICT PROPERTY, EQUIPMENT OR FACILITIES FOR CAMPAIGNING

Directors shall not use, or permit any other person to use, the District's seal, trademark, stationery, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. Directors shall not use, or permit any other person to use, District equipment, facilities, materials, or any other property for any solicitation for political contributions to any campaign.

4.13 WEBSITE AND SOCIAL MEDIA

The District has an interest in disseminating information useful to customers and others interested in the operations, goals, and objectives of the District. The District encourages the use of the internet, through its website or social media pages, to further the goals of the District, subject to the terms and conditions of the rules set forth herein. The use of such websites or social media pages by Directors, however, raises legal issues which are unique to government agencies. As such, these rules establish procedures for use of the website and social media by Directors.

4.13.1 DISTRICT WEBSITE

The District owns and maintains a website at www.palmdalewater.org for the purpose of conducting the official business of the District. The General Manager has the authority to manage the website, including the contents of the website, as part of the District's day-to-day operations. The General Manager, however, does not have the authority to post any material or content in connection with the political campaign of any Director of the District, in connection with the political campaign of any candidate for any other office, or in connection with his/her own performance evaluation.

4.13.2 DIRECTOR BIOGRAPHIES ON DISTRICT WEBSITE

Each Director shall submit to the General Manager a biography for publication on the District's website at www.palmdalewater.org. The biography of a Director shall be limited to the Director's own qualifications and experience, and shall not include language that in any way makes reference to other Directors or their qualifications, character or activities.

4.13.3 DIRECTORS' SOCIAL MEDIA COMMUNICATIONS POLICY

(a) Introduction/Purpose: In light of advances in information and communications technology, the Board has adopted this policy to ensure continued compliance with the Brown Act in connection with the District's social media and other electronic communications, including the District's Facebook and Twitter pages, while respecting a Director's right to express himself or herself on issues within the District's subject matter jurisdiction, and to enhance Directors' communications with their constituents.

(b) Creation and Maintenance of District Social Media Pages

1. The District Public Information Officer, under the supervision of the General Manager, shall create and maintain an official District Social Media Page, including the existing Facebook and Twitter

Palmdale Water District pages. The content posted on the District's Social Media Pages shall be consistent with the policy and direction provided by the Board for District matters.

2. Directors are not authorized to post content to any District social media page on behalf of the District. Only the District Public Information Officer shall post content to any District social media page on behalf of the District. Directors shall not create or maintain any social media page on behalf of the District, nor shall Directors create any social media page containing the seal or logo of the District.

(c) "Comments," "Likes," or "Sharing" on District Social Media Pages:

In order to avoid any violation of the still unclear applicability of the Ralph M. Brown Act to social media, Directors may not comment or "like" any post on the District Social Media Pages. Nothing herein prohibits a Director from "sharing" a District post to his/her own Social Media Page, or any other Social Media Page.

(d) Other Social Media Sites or Blogs, not maintained by the District:

The District is not responsible for the content, comments, "likes", or any other communication occurring on websites, blogs, or social media sites not maintained by the District. Nevertheless, Directors must exercise the same guidelines on non-District websites, blogs, or social media sites to avoid any implication of the Brown Act or other applicable laws.

4:14 RESPONSIBILITIES AND AUTHORITY OF THE BOARD AND GENERAL MANAGER

(a) The Board of Directors has the power and it shall be its duty to manage and conduct the business and affairs of the District. (Water Code, §21385.) To that end, the Board "shall: (a) Employ agents, officers, and employees as

required," and "(b) prescribe their duties and fix their salaries." (Water Code, §21185.) Accordingly, the Board employs a General Manager to carry out Board policies, direct District operations, and provide day-to-day supervision of District employees and control of District expenditures. However, the Board does not relinquish its obligation or authority to establish an organizational chart and fix salaries for positions in accordance with Water Code, Section 21185.

It is the judgment of the Board and the General Manager that clear delineation of their respective responsibilities and authority is essential to effective District management. Said authority and responsibilities are set out herein and in the General Manager Employment Agreement.

(b) Board communications to District staff shall be made through the office of the General Manager to ensure staff's time and resources are most efficient used and ensure compliance with budget restrictions.

Certificate of Recognition

This Honor Is Bestowed Upon

_____

In Recognition For Outstanding Achievement And Excellence in

_____

And Is Awarded This Certificate By the Board of Directors of the

Palmdale Water District

this_____ day of _____, _____

_____ _____ _____ _____ _____

EXHIBIT 2

APPENDIX FF

LEGISLATIVE ADVOCACY POLICY

LEGISLATIVE ADVOCACY POLICY

Purpose:

The purpose of the policy is to guide Palmdale Water District (District) officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited (Cal. Gov. Code §54964), the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds (Cal. Gov. Code §53060; Stanson v. Mott (1976) 17 Cal. 3d 206).

The purpose for identifying Legislative Advocacy Procedures outlined in this Policy is to provide clear direction to District staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with "one voice" as to the identified Advocacy Priorities also outlined in this Policy. The Legislative Advocacy Procedures and Advocacy Priorities will provide the District, General Manager, or other designee defined as the Assistant General Manager or outside Lobbying Firm contracted with by the Board of Directors, discretion to advocate in the District's best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of the District.

Policy Goals:

- Advocate the District's legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and District staff on the legislative process, key issues, and legislation that could have a potential impact on the District.
- Serve as an active participant with other local governments, the California Special Districts Association (CSDA), the Association of California Water Agencies (ACWA), and local government associations on legislative and regulatory issues that are important to the District and the region.
- Seek grant and funding assistance for District projects, services, and programs to enhance services for the community.

Policy Principles:

The Board of Directors recognizes the need to protect District interests and local control and to identify various avenues to implement its Strategic Plan Initiatives and long-term goals. It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

This policy provides the District's General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without prior Board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the District, the matter shall be brought before the Board of Directors at a regularly scheduled Board meeting for formal direction from the Board of Directors. The Board of Directors has designated the Standing Committee known as the "Regional Leadership and Outreach Committee" the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.

Generally, the District will not address matters that are not pertinent to the District's local government services, such as social issues or international relations issues.

Legislative Advocacy Procedures:

It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific terms of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.

Monitoring legislation is a shared function of the Board of Directors, General Manager, or designee. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

1. The General Manager, or other designee, shall review requests that the District takes a position on regarding legislative issues to determine if the legislation aligns with the District's current approved Advocacy Priorities.

2. The General Manager, or other designee, will conduct a review of positions and analysis completed by CSDA, ACWA, and other local government associations when formulating positions.

3. If the matter aligns with the approved priorities, the District's response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to, letters, phone calls, emails, and prepared forms, will be communicated through the General Manager, or designee. The General Manager, or designee, shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.

4. All draft legislative position letters initiated by the General Manager, or designee, shall state whether the District is requesting or stating "support," "support if amended," or

"oppose unless amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. "the funding the District will lose due to this bill could pay for "X" capital improvements."

a. Support – Legislation in this area advances the District's goals and priorities.

b. Oppose – Legislation in this area could potentially harm, negatively impact or undo positive momentum for the District or does not advance the District's goals and priorities.

5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager, or designee.

6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the District shall be included as a copy, or "cc," on the letter. The appropriate contacts at CSDA, ACWA, and other local government associations, if applicable, shall be included as a "cc" on legislative letters, as well as the District's Board of Directors.

7. A position may be adopted by the General Manager, or designee, if any of the following criteria is met:

   a. The position is consistent with the adopted Advocacy Priorities;
   b. The position is consistent with that of organizations to which the District is a member, such as CSDA or ACWA; or
   c. The position is approved by the Board of Directors or the Regional Leadership and Outreach Committee.

8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager, or other designee, will submit a report, either written or verbal, summarizing activity on legislative measures to the Board of Directors.

<u>Advocacy Priorities:</u>

- *Revenue, Finances, and Taxation:*

Ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the District to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain District goals and standards.

- *Governance and Accountability:*

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits-all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining Local Agency Formation Commission authority over local government jurisdictional reorganizations and/or consolidations.

- *Human Resources and Personnel:*

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state-mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

- *Infrastructure, Innovation, and Investment:*

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

APPENDIX GG

DELINQUENT BILLS AND
POLICY ON DISCONTINUATION OF WATER SERVICE FOR NON-PAYMENT

RESOLUTION NO. 20-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AMENDING THE PALMDALE WATER DISTRICT RULES AND REGULATIONS AS THEY RELATE TO DELINQUENT BILLS AND THE DISCONTINUATION OF WATER SERVICES INCORPORATING THE PROVISIONS SET FORTH IN THE WATER SHUTOFF PROTECTION ACT (SENATE BILL 998)

WHEREAS, pursuant to Water Code Division 11, the Palmdale Water District ("District") is authorized to establish rules and regulations governing the District's operations, accordingly, the District adopted the Palmdale Water District's Rules and Regulations ("Rules and Regulations"); and

WHEREAS, on September 28, 2018, Senate Bill 998 was approved by California State Governor, requiring water systems that supply water to more than 200 service connections to have a written policy on discontinuation of water service for nonpayment; and

WHEREAS, among its requirements, Senate Bill 998 requires the District to:

- Maintain a written policy with (1) a plan for deferred or reduced payments; (2) alternative payment schedules for customers; (3) a formal mechanism for a customer to contest or appeal a bill; and (4) a telephone number for a customer to discuss options for averting the discontinuation of residential water services.

- Not discontinue water services until customers have been delinquent for at least sixty days.

- Provide a written notice to the customers of their delinquent payment and impending discontinuation containing specific information.

- Not discontinue water services for customers who meet certain medical, financial, and alternative payment conditions.

- Limit the reconnection fee imposed on low income customers.

- Waive interests for low income customers once every twelve months.

- Report the number of annual disconnections of water services on its website and to the State Water Resources Control Board.

- Provide all notices in English, Chinese, Spanish, Tagalog, Vietnamese, Korean, and any other language spoken by at least 10% of the people residing in the service area.

WHEREAS, the District is subject to the requirements of Senate Bill 998 and must comply with its requirements by February 1, 2020; and

WHEREAS, the District's Rules and Regulations do not comply with the requirements of newly enacted Senate Bill 998; and

WHEREAS, the District would like consolidate the requirements of Senate Bill 998 in a single document through the adoption of an appendix to the District's Rules and Regulations and amending Sections 8.03(C), 8.04(E), 8.04(G), 8.04(H), 8.04(J), 8.05(B), of the District's Rules and Regulations to make reference to such appendix.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1. The above recitals are all true and correct and here hereby adopted as findings.

Section 2. The Board of Directors hereby amends Section 8.03(C), Miscellaneous Charges, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"C. Miscellaneous Charges: In order to recover the cost associated with afterhours service calls, late payments, disconnections, reconnections and other damages sustained by the District, the specified items listed below are charged to Consumers; the dollar amounts associated with each item are determined by the Board and are attached hereto as Appendix D.

1. Non-Payment Shutoff Fee

   If a Consumer requests resumption or continuance of service after such service has been disconnected, then the non-payment which led to the disconnection shall be deemed to be evidence of non-credit worthiness and the Consumer shall be required to make a security deposit, pay a Non-Payment Shutoff Fee, unpaid user and late charges, advance payments required by these Rules and Regulations, and meet any other conditions set forth by the District.

2. Meter Test Charge

   The District shall endeavor to keep the meters in good condition and registering accurately. Any Consumer may request that his meter be examined and tested to see if it is correctly recording water delivered through it. Said request shall be made on a form furnished by the District and shall be signed by the Consumer. If such examination and test reveals

that quantities of water recorded by the meter fall outside of a range between 97 percent and 103 percent of the actual quantities of water passed through the meter during the test, the cost of such test shall be paid by the District. If the meter is found to be registering within three (3) percent accuracy, the cost of such test, as set forth in Appendix D, shall be paid by the Consumer to the District on demand. All other tests and examinations of meters shall be at the District's expense.

3. Pulled Meter Charge

If a Consumer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Consumer shall pay at the District office a pulled meter charge, as set forth in Appendix D, along with any other charges before the service and meter can be reconnected.

4. Unauthorized Water Use

Any person or entity found taking water from or through any of the District's facilities without District authorization will be assessed a fine payable to the District, as set forth in Appendix D, in addition to applicable District charges for the quantity of water taken. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

5. Charge for Turn Off at Main

If the water to a property is turned on more than once without District authorization, the service may be shut off at the main, and the Consumer shall be required to pay, in addition to any other applicable charges, a charge for the expense of reconnection prior to the re-establishment of service.

6. Property Damage

If a Consumer, new applicant or developer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Consumer or property owner.

a. Consumers who operate the District owned angle stop in order to stop leaks or flooding at their property and damage the angle stop in the process, the District will review the service location to determine the last time the

angle stop was replaced. If the angle stop replacement was over 5 years ago, the District will assess the charge on the consumers account, but waive the charge as a courtesy. The consumer must also agree in writing to install or have installed at their own expense an isolation value on their side of the service.

7. Cleaning and Walk-Thru Water Service

Temporary service will be provided to an existing water service for a maximum of five working days to facilitate cleaning and showing of property for sale or rent. This service is not to be used for maintenance requiring high volumes of water. Allowed usage of water is five (5) units of water or less. Any water usage in excess of five (5) units will be charged at the District rates and billed directly to the user. Charges are as listed in Appendix D.

8. Turn-on/off Fee

If a customer requests that a service be turned on after paying all applicable fees and charges as described herein and a Palmdale Water District representative turns the water service on, and water is found to be running, the customer shall then be required to pay a Turn-on/off Fee as set forth in Appendix D.

9. 48-Hour Disconnect Notice Fee

When a 48-Hour Disconnect Notice has been issued by the District as set forth in Appendix GG, the customer shall be required to pay a 48-Hour Disconnect Notice Fee as set forth in Appendix D."

Section 3. The Board of Directors hereby amends Section 8.04(E), Rendering and Payment of Bills, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"E. **Rendering and Payment of Bills:** Bills for service will be rendered on a monthly basis unless otherwise provided in the rate schedules (Appendix C). Bills for service are due and payable as set forth in Appendix GG. In the event that the bill is not paid within that time, the Consumer will be assessed a late charge as set forth in Appendix D. Payment may be made at the office of the District or to any representative of the District authorized to make collections. However, it is the Consumer's responsibility to assure that payments are received at the District's office in a timely manner. Partial payments are not authorized unless prior approval

has been received from the District's office. Collection of closing bills may be made at the time of presentation."

Section 4. The Board of Directors hereby amends Section 8.04(G), Delinquent Bills, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"**G. Delinquent Bills**: Consumer bills are subject to the billing and delinquent rules and regulations set forth in Appendix GG."

Section 5. The Board of Directors hereby amends Section 8.04(H), Disputed Bills, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"**H. Disputed Bills:** The procedure to be used to context the accuracy of water charges upon receipt of a bill for water service is set forth in Appendix GG."

Section 6. The Board of Directors hereby amends Section 8.04(J), Amortization of Unpaid Balance, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"**J. Alternative Payment Arrangement.** Consumer may be eligible for an alternative payment arrangement pursuant to the rules and regulations set forth in Appendix GG."

Section 7. The Board of Directors hereby amends Section 8.05(B), Turn-off by the District, of the Palmdale Water District Rules and Regulations to read, in its entirety, as follows:

"**B. Turn-off by the District:** The District may disconnect a Consumer's service for various reasons which are listed below. Such involuntary disconnections are effected by turning off and locking the meter, thereby stopping the water service; the District will make a reasonable attempt to notify the Consumer of the disconnection. Reasons for involuntary disconnection include, but are not limited to, the following:

1. For Non-Payment of Bills

A service may be disconnected for non-payment of periodic bills as set forth as set forth in Appendix GG. A service may be disconnected for non-payment of bills of a Consumer whether or not the payment delinquency is associated with water service at that service connection or at any other water service connection of that same Consumer.

2. For Waste of Water

In order to protect itself and its Consumers against willful or negligent waste or misuse of water, the District has adopted a policy regarding water waste as well as Resolutions declaring water conservation regulations which includes regulations and restrictions on the delivery and consumption of water for public use. Said Water Waste Policy and Resolutions are attached hereto as Appendix O.

3. For Unsafe or Hazardous Conditions

The District may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the Consumer's premises. The District will immediately notify the Consumer of the reasons and the necessary corrections required before reconnection. Such unsafe or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to either the Consumer, the District, or to the District's other Consumers.

4. For Fraudulent Use of Service

When the District discovers that a Consumer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that Consumer may be discontinued without notice. The District will not restore service to such Consumer until that Consumer has complied with the District's Rules and Regulations and other reasonable requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost to the District incurred by reason of the fraudulent use.

5. For Failure to Comply with Rules

The District may disconnect a service for failure to comply with the District's Rules and Regulations established as a condition to the use of water, if full compliance with the Rules and Regulations is not obtained within five calendar days after notice to such effect has been given to the Consumer. Where safety of water supply is endangered, services may be discontinued immediately without notice."

Section 8. The Board of Directors hereby approves, adopts and adds "Appendix GG" to the Palmdale Water District Rules and Regulations, as set forth in "Exhibit A" to the this Resolution, a written policy in compliance with Senate Bill 998.

Section 9. Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

Section 10. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

Section 11. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED, AND ADOPTED on this 13th day of January, 2020 by the Board of Directors of the Palmdale Water District.

PALMDALE WATER DISTRICT

VINCENT DINO, President

ATTEST

DON WILSON, Secretary

APPROVED AS TO FORM:

By: _____
ERIC DUNN, General Counsel

POLICY ON DISCONTINUATION OF WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy or rule, this Policy on Discontinuation of Water Service for Non-Payment shall apply to the discontinuation of all water service accounts for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number: This policy shall apply to all water service accounts for non-payment of water service. Further assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service can be obtained by calling 661-947-4111.

II. Discontinuation of Water Service for Non-Payment:

A. Rendering and Payment of Bills: Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the office, to any representative authorized to make collections or by electronic transmission if feasible. However, it is the consumer's responsibility to assure that payments are received at the specified location in a timely manner. Partial payments are not authorized unless prior approval has been received. Bills will be computed as follows:

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

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

3. Billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the District shall have the right to refuse any payment of such billings in coin.

B. Overdue Bills: The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the invoice date:

1. Overdue Notice: If payment for a bill rendered is not made on or before the twenty-fifth (25th) day following the invoice date, a notice of overdue payment (the "Overdue Notice") will be mailed to the water service customer at least thirty-five (35) calendar days prior to the discontinuation of service date identified in the Overdue Notice. If the consumer's address is not the address of the property to which the service

is provided, the Overdue Notice must also be sent to the address of the property served, addressed to "Occupant." The Overdue Notice must contain the following:

a. Consumer's name and address;
b. Amount of delinquency;
c. Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
d. Description of the process to apply for an extension of time to pay the amount owing (see Section III(D), below);
e. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section IV, below); and
f. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section III, below).

2. 48-Hour Shut Off Notice. At least seven days prior to actual disconnection, the District shall mail a second notice to the account holder to ensure the Consumer receives notice at least 48-hours before disconnection. This second mailed notice shall include:

a. Consumer's name and address;
b. Amount of delinquency;
c. Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
d. The procedure by which the consumer may initiate a complaint or request an investigation;
e. The procedure for the consumer to obtain information on the availability of financial assistance, including private, local state, or federal sources if applicable; and
f. The telephone number of the District representative who can provide additional information or institute arrangements for payment.

3. Unable to Contact Consumer: If the District is not able to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable), the District will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

4. Late Charge: A Late Charge, as specified in the Supplier's schedule of fees and charges, shall be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid after the twenty-fifth (25^{th}) day following the invoice date. If the amount owing on the account is not made on or before

the 30th day after the date on the invoice, a 1.5% interest charge shall be assessed every thirty days.

5. Turn-Off Deadline: Payment for water service charges must be received in the District's offices no later than 4:30 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

6. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the Supplier will consider the account not paid. The District will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60^{th}) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

7. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment**:**

a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the District may disconnect said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the consumer.

b. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the District may require the consumer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation of Residential Water Service: The District shall not discontinue residential water service if all of the following conditions are met:

1. Health Conditions – The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability – The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: https://www.healthforcalifornia.com/covered-california/income-limits); and

3. Alternative Payment Arrangements – The consumer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.

This subdivision (C) does not apply to non-residential accounts.

D. Process for Determination of Conditions Prohibiting Discontinuation of Residential Water Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the residential water consumer. In order to allow the District sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the District with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the District's General Manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the District will allow the consumer to participate. If the District has requested additional information, the consumer shall provide that requested information within five (5) calendar days of receipt of the District's request. Within five (5) calendar days of its receipt of that additional information, the District shall either notify the consumer in writing that the consumer does not meet the conditions under Subdivision (C), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section III, below, in which the District will allow the consumer to participate. Consumers who fail to meet the conditions described in Subdivision (C), above, must pay the delinquent amount, including any penalties and other charges, owing to the District within the latter to occur of: (i) two (2) business days after the date of notification from the District of the District's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

E. Special Rules for Low Income Residential Water Consumers: Residential water consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: https://www.healthforcalifornia.com/covered-california/income-limits). If a consumer demonstrates either of those circumstances, then the following apply:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the District's normal operating hours cannot exceed $50, and reconnection fees during non-operational hours cannot exceed $150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.

2. Interest Waiver: The District shall waive interest charges on delinquent bills once every 12 months.

This section does not apply to non-residential accounts.

F. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice:

a. At least 10 calendar days prior if the property is a multi-unit residential structure or mobile home park, or 7 calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then delinquent amounts.

2. Tenants/Occupants Becoming Customers:

a. The District is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the District's requirements and rules.

b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.

c. If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.

III. Alternative Payment Arrangements: For any consumer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above, the District shall offer the consumer one or more of the following alternative payment arrangements, to be selected by the District in its discretion: (i) amortization of the unpaid balance under Subdivision (A), below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. For any consumer who does not meet the three conditions under Section II(C), above, the District may in its sole discretion offer the consumer an alternative payment arrangement. The General Manager, or his or her designee, shall, in the exercise of his or her sole discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and District's payment needs.

A. Amortization: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, enter into an amortization plan on the following terms:

1. Term: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period and that

amount shall be added each month to the consumer's ongoing monthly bills for water service.

2. Administrative Fee; Interest: For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost of initiating and administering the plan. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection A. The amortization plan shall be set forth in writing and be provided to the consumer.

3. Compliance with Plan: The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

B. Alternative Payment Schedule: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

2. Administrative Fee; Interest: For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost of initiating and administering the schedule. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be paid under this Subsection B.

3. Schedule: After consulting with the consumer and considering the consumer's financial limitations, the General Manager or his or her designee shall develop an alternative payment schedule. That alternative schedule may provide for periodic lump sum payments that do not coincide with the established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1), above, the unpaid balance and administrative fee shall be paid in full over a period not to exceed twelve (12) months of establishment of the payment schedule. The schedule shall be set forth in writing and be provided to the consumer.

4. Compliance with Plan: The consumer must comply with the payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the Board of Directors; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other customers. The proportion of any reduction shall be determined by the consumer's financial need, the District's financial condition and needs and the availability of funds to offset the reduction of the consumer's unpaid balance. The reduction of unpaid balance plan shall be set forth in writing and be provided to the consumer.

1. Repayment Period: The consumer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount

within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the District shall confirm, may, if the District has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The District shall determine, in its discretion, how long of a deferral shall be provided to the consumer. The temporary deferral of payment plan shall be set forth in writing and be provided to the consumer.

1. Repayment Period: The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the General Manager or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

IV. Appeals: The procedure to be used to appeal the amount set forth in any bill for water service is set forth below. A consumer shall be limited to three (3) unsuccessful appeals in any twelve (12) month period and if that limit has been reached, the District is not required to consider any subsequent appeals commenced by or on behalf of that consumer.

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge. Such request must be made in writing and be delivered to the District's office. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the consumer.

B. Appeal Hearing: Following receipt of a request for an appeal or review under Subsections A, above, a hearing date shall be set within thirty (30) days of the

District's receipt of the appeal before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the consumer and the information on file with the District concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the District will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1) and the 48-Hour Shut Off Notice in accordance with Section II(B)(2) above. Water service will only be restored upon full payment of all outstanding water charges, fees, and any and all applicable reconnection charges.

2. a. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the consumer will be advised of the right to further appeal before the Board of Directors. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered. The appeal hearing will occur at the next regular meeting of the Board of Directors, unless the consumer and District agree to a later date.

b. For an initial appeal under Subdivision A, above, if the consumer does not timely appeal to the Board of Directors, and the water charges in question remain unpaid after seven (7) calendar days after the Hearing Officer's decision is rendered, the District shall disconnect water services after the expiration of the original sixty (60) days set forth in the Overdue Notice, provided the District provided the consumer with the Overdue Notice in accordance with Section II(B)(1) and the 48-Hour Shut Off Notice in accordance with Section II(B)(2) above.

3. When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the District at its office. The consumer will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the consumer, as well as the information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.

a. If the Board finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1) and the 48-Hour Shut Off Notice in accordance with Section II(B)(2), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

b. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event the charges are not paid in full within two (2) business days, the District shall disconnect water services after the expiration of the original sixty (60) days set forth in the Overdue Notice, provided the District provided the consumer with the Overdue Notice in accordance with Section II(B)(1) and the 48-Hour Shut Off Notice in accordance with Section II(B)(2) above.

c. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.

d. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the District or its Board of Directors is pending.

e. The Board's decision is final and binding.

V. <u>Restoration of Service</u>: In order to resume or continue service that has been discontinued due to non-payment, the consumer must pay a security deposit and a Reconnection Fee established by the District, subject to the limitation set forth in Section II(E)(1), above.

APPENDIX HH

UNMANNED AERIAL SYSTEM USE POLICY

PALMDALE WATER DISTRICT
Unmanned Aerial System Use Policy

I. DEFINITIONS

Definitions related to this policy include:

A. **Certificate of Authorization ("COA").** A COA is an authorization issued by the Air Traffic Organization, part of the FAA to a public operator for a specific Unmanned Aircraft ("UA") activity, under specific conditions of authorization.

B. **Federal Aviation Administration ("FAA").** The branch of the U.S. Department of Transportation responsible for regulation of access to the national navigable airspace, known as the National Airspace System ("NAS").

C. **Pilot-in-Command ("PIC").** The person responsible for operation and safety during a UAS flight.

D. **Unmanned Aerial System ("UAS" or "Drone")**. An unmanned aircraft system is an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (Public Law 112-95, Section 331(8)). All UAS weighing over 0.55 lbs. must be registered with the FAA.

E. **Unmanned Aerial Vehicle Observer ("UAVO").** The person assigned to assist the PIC in the safe operation of the UAS.

II. PURPOSE AND SCOPE OF THIS POLICY

It is the policy of the Palmdale Water District ("District") to utilize UAS to enhance the District's ability to conduct GIS mapping, aerial inspections (including videography and photography), of District facilities, projects, and events. Navigable airspace is within the exclusive regulatory jurisdiction of the FAA. Any use of a UAS shall be in accordance with FAA regulations, and other applicable federal, state and local laws. This policy only governs use of UAS by and on behalf of the District and is not intended to govern UAS operations in the National Airspace System.

The purpose of this policy is to establish guidelines and responsibilities associated with the deployment and use of UAS owned by the District and for the storage, retrieval and dissemination of images and data captured by the UAS. This policy applies to the use of UAS by District employees, as may be permitted by law. Only duly trained and authorized District personnel may deploy a District-owned UAS in the performance of their official duties.

All images and other forms of data recorded by use of a UAS is subject to the California Public Records Act and any other applicable Federal, State, and local laws.

III. GENERAL GUIDELINES RELATED TO USE OF UAS

Only authorized remote pilots who have completed the required training and obtained the required certification(s), shall be permitted to operate a UAS on behalf of the District.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is not permitted, unless authorized in writing by the General Manager, or unless otherwise permissible by law (e.g., when in compliance with a search warrant or court order).

UAS operations should be conducted in accordance with Title 14 of the Code of Federal Regulation (14 C.F.R.) Part 107 ("Small UAS Rule" or "Part 107")), or in accordance with the District's COA, if applicable, depending upon the scope of mission operations.

Consent must be obtained prior to any UAS operations over private property on a District-approved Waiver and Consent for UAS Operations Form.

IV. PROHIBITED USES OF A UAS

The UAS shall not be used in any of the following ways:

A. To harass, intimidate or discriminate against any individual or group.

B. To conduct personal business of any type.

C. For recreational use.

D. To conduct random surveillance activities.

E. To target any person based solely on individual characteristics, such as, without limitation, race, ethnicity, national origin, religion, disability, sex, gender, gender identity, or sexual orientation.

V. PRIVACY CONSIDERATIONS

It is the policy of the District to observe and respect personal privacy in the use of UAS. Personnel operating UAS on behalf of the District shall only collect information to the extent that such collection or use is consistent with and relevant to an authorized public safety or other public purpose. Personal use of recordings from UAS is prohibited.

District-sponsored event attendees will be notified of the use of UAS devices to capture images at the event by posting written notice at the event, on any media used to advertise the event, or on the District's website.

VI. SAFETY CONSIDERATIONS

To minimize safety risks, UAS shall be operated consistent with FAA regulations. UAS flights will be conducted only after completion of a thorough risk assessment. The risk assessment shall take into account, without limitation, review of weather conditions vis-à-vis the performance capability of the UAS, the maintenance record of the UAS, and identification of generally anticipated failure modes (lost link, power plant failures, loss of control, etc.) and the consequences of such failures.

No UAS may be deployed or operated unless valid insurance against claims for injuries to persons or damages to property that may arise from or in connection with the operation of the UAS by District agents, representatives, employees or subcontractors, has been obtained prior to conducting operations.

VII. PROGRAM COORDINATOR APPOINTMENT AND RESPONSIBILITIES

The District General Manager shall appoint a UAS Program Coordinator who will be responsible for the management of the UAS program as well as updating the District's webmaster with regards to placing specific information collected by the UAS on the District's website. Subject to the District General Manager's approval, the Program Coordinator responsibilities include:

A. Maintain and update required FAA authorizations and certifications.

B. Maintenance of proper UAS insurance coverage.

C. Verify completion of all required training and certification in the operation, applicable laws, policies, and procedures regarding use of the UAS by, or on behalf of, the District, including flight status.

D. Ensure completion of all required UAS maintenance.

E. Ensure completion of required training, as needed, at periodic intervals, for continued effective use of UAS.

F. Subject to District Board approval, develop additional, or revise existing UAS policies.

G. Develop a uniform procedure for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the District General Manager or an authorized designee.

H. Implement a system for public notification of UAS deployment.

I. Develop a written deployment and operation procedure to ensure compliance with applicable laws.

J. Develop a procedure for fully documenting all UAS use.

K. Develop a UAS inspection, maintenance, and record-keeping procedure to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.

L. Develop procedures to ensure that all data intended to be used as evidence is accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

M. Develop procedures that ensure retention and purge periods are maintained in accordance with this policy, or the District's record retention schedules, as may be applicable.

N. Facilitate law enforcement access to images and data captured by the UAS as needed.

O. Recommend program enhancements, particularly regarding safety and information security.

P. Ensure that established procedures are followed by monitoring and providing periodic reports on the program to the District General Manager.

Q. Oversee the procurement and maintenance of UAS equipment.

R. Conduct audits of flight logs semiannually, or more frequently as needed.

S. Establish emergency reporting and response procedures.

VIII. PILOT-IN-COMMAND ("PIC") QUALIFICATIONS AND RESPONSIBILITIES

To be considered a PIC, applicants must be in compliance with all applicable FAA regulations whether operating under Part 107 or the District's COA. Further, applicants must be in good standing with the District and must meet all other requirements specified by the District General Manager. Pilots may be temporarily or permanently removed from District flight status at any time and for any reason, upon written notification approved and executed by the District General Manager.

In order to fly a mission (other than flights required for initial training or currency) pilots must have completed three (3) currency events within the previous 90 days. Currency events must include landing, takeoff, and simulator flights. Currency is required in addition to any other requirements specified in this policy.

A PIC's primary duty is the safe and effective operation of the District's UAS in accordance with the manufacturer's approved flight manual, FAA regulations, and COA conditions (if

applicable), and District Policies and Procedures, and must remain knowledgeable of the same. Only one PIC may be deployed at any given time for any given mission.

The PIC may refuse any flight request based on current meteorological conditions, physiological conditions, or any other reason that the PIC believes will impact the safety of the flight. Should the PIC refuse a flight for any reason, they shall inform the requesting manager or supervisor, or higher authority, as soon as possible of such refusal and the reason for the refusal.

While UAS is in flight, the PIC is authorized and responsible for making all decisions regarding use of the UAS including, but not limited to, direction of flight, duration of flight time, capabilities of the aircraft, maximum load allowance, use of affixed certified equipment, allowance or advisability of affixing additional equipment, the determination of allowance of agency equipment, and all other configurations. The PIC is responsible for the safety of the aircraft, personnel, any other aircraft, and all equipment used during flight operations.

Exercising responsibility for the safe conduct of all flights, includes without limitation:

A. Flight planning and preparation, including preflight inspections of aircraft and equipment;

B. Weather briefing;

C. Flight operations, including course, air speed, altitude, and duration;

D. Landing zone selection;

E. Go / No-go and landing judgments with regard to weather minimums, terrain, air traffic, or other criteria;

F. Timely reporting of new or previously unknown hazards to safe flight;

G. Post-flight inspection in accordance with manufacturers' recommendations, to include assuring batteries are recharged in order to ensure the aircraft is ready for the next mission. Any discrepancies shall be promptly reported to the Program Coordinator. The UAS will be removed from service for as long as remediation of any mechanical condition may require;

H. Making appropriate entries in aircraft logbooks;

I. ALWAYS yield right of way to manned aircraft;

J. Keep the aircraft in visual line-of-sight (subject to waiver by FAA);

K. Fly during the day (subject to waiver by FAA);

L. Fly at or below 100 mph (subject to waiver by FAA);

M. Not fly directly over people (subject to waiver by FAA); and

N. Not fly from a moving vehicle (subject to waiver by FAA).

O. Fly at or below 400 feet AGL, or within 400 feet of any structure that is the subject of UAS operations (subject to waiver by FAA).

IX. OBSERVER OR UAVO QUALIFICATIONS AND RESPONSIBILITIES

To be considered as a District UAVO, applicants must be in good standing with the District and must meet all other requirements specified by the General Manager. Observers do not have to meet the requirements of a pilot but must have demonstrated a basic understanding of UAS operations and of applicable District policies and procedures. The UAVO may be temporarily or permanently removed from flight status at any time and for any reason, upon written notification approved and executed by the District General Manager.

A UAVO's primary duty is to assist the PIC in the safe and effective operation of the District's UAS during flight missions by providing the PIC with information necessary for the PIC to operate the UAS safely and to keep the PIC advised of any changes in flight conditions. The UAVO may not operate the UAS unless specifically trained and authorized to do so or unless an emergency situation arises that renders the PIC incapable of continuing the mission.

X. DATA AND FLIGHT LOGS RETENTION

Each authorized UAS operator must maintain a flight log consistent with FAA requirements. Retention of flight logs is governed by federal law and in the event of any conflict between federal retention requirements and state or local requirements, federal law applies. Additionally, operators must complete a District UAS Flight Information Form at the conclusion of any operation. Copies of flight logs and the original UAS Flight Information Form must be submitted to the Program Coordinator at the conclusion of every operation.

For all authorized UAS use, the District's Information Technology Department will retain all UAS collected data for a period not to exceed one year, as defined by 28 Code of Federal Regulation (CFR) Part 23. Exemptions to the data retention limit may be granted by the District General Manager, in writing, in special circumstances.

Data collected by the UAS must be secured as follows:

A. All data collected shall be securely downloaded at the completion of each mission.

B. Staff shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner UAS data without prior written authorization and approval of the General Manager or his or her designee.

C. Files should be securely stored in accordance with applicable policies and state law.

XI. ACCIDENT REPORTING

All accidents must be reported promptly to the Program Coordinator or the District General Manager for appropriate action. In addition, the PIC is required to report an accident to the FAA within 10 days if it results in at least serious injury to any person or any loss of consciousness, or if it causes damage to any property (other than the UAS) in excess of $500 to repair or replace the property (whichever is lower).

APPENDIX II

SOCIAL MEDIA TERMS OF USE

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

SOCIAL MEDIA TERMS OF USE GUIDELINES

PURPOSE

These terms establish guidelines on the use of the official social media pages (e.g. Instagram, Facebook, Twitter, etc.) of the Palmdale Water District ("PWD"). If you have a water emergency or need immediate assistance, please do not report it on the PWD's official social media pages. To report a water-related emergency, please call **661-947-4114**.

The purpose of establishing official social media pages for PWD is to create a limited public forum to (1) disseminate information related to PWD, and (2) for interactive communications and discussions between PWD and members of the public about specific PWD and water related topics. These social media guidelines are also intended to mitigate associated risk from the use of social media.

PWD has an overriding interest in protecting the integrity of the information posted on its official social media pages. Comments and questions are encouraged. However, PWD reserves the right to remove inappropriate comments as discussed below.

AGREEMENT TO TERMS OF USE

By accessing, contributing content to, or otherwise participating in the use of the official social media pages of PWD, the user agrees to the terms found herein.

TERMS OF USE GUIDELINES

Any content or comments posted or contributed on the official social media pages may be subject to public disclosure upon request, including personal information of the page's users and visitors, and its lists of fans, followers, and/or friends. PWD's official social media sites are subject to the California Public Records Act. For Public Records Act requests, please contact PWD's Executive Assistant.

Activity on PWD's official social media pages is subject to all applicable Federal, State, and local laws, regulations and policies. Posts and messages on official social media pages will be retained for a duration of two (2) years.

Comments posted on official social media pages of the PWD will be monitored, and inappropriate content will be removed as soon as possible and without prior notice. PWD's official social media pages will not be monitored 24/7. PWD reserves the right to remove inappropriate content, including, but not limited to:

- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Sexual content or links to sexual content;
- Content that includes unlawful harassment or threats of violence;
- Comments that are not topically related or are out of context;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;
- Posts in violation of any Federal, State, County or local law;
- Comments that contain spam or include links to other sites;

- Information that may tend to compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest of any other party, such as a copyright or trademark, of any party;
- Content that defames any person, group, or organization;
- Content that is false or any malicious statements concerning any Board Director, employee, PWD, or its operations;
- Disclosure of any proprietary, confidential, or privileged information;
- Repeated postings of inappropriate or inflammatory material;
- Statements in support of or opposition to political campaigns, candidates, or ballot measures

PWD's official social media pages are provided as a public service. PWD disclaims liability for ads, videos, promoted content, or messages accessible from any external web page.

PWD reserves the right, without prior notice, to deny access to PWD social media pages for any individual who repeatedly violates the terms of use.

Any litigation regarding PWD's actions, content, or information on any official social media page shall be filed in the County of Los Angeles, regardless of where else venue may lie.

PWD disclaims any liability for any loss or damage resulting from any comments posted on the official social media pages.

No comments or posts on social media pages will be interpreted as providing notice to PWD of any claim, deficiency, dangerous condition, request, or otherwise. PWD is not responsible for, and neither endorses nor opposes, comments or posts placed on the official social media pages.

This Social Media Terms of Use Guidelines may be revised at any time. For more information about PWD, please visit palmdalewater.org.

APPENDIX JJ

GUIDELINES FOR THE PREPARATION OF MEETING MINUTES

PALMDALE WATER DISTRICT
RESOLUTION NO. 17-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF PALMDALE WATER DISTRICT ESTABLISHING GUIDELINES FOR THE PREPARATION OF MEETING MINUTES

WHEREAS, the Board of Directors of the Palmdale Water District have adopted Rules and Regulations regarding the provision of water service, which includes Article 4.03 regarding Meetings of the Board; and

WHEREAS, the District complies with all public noticing requirements of the Ralph M. Brown Act for Regular Board Meetings, Special Board Meetings, Workshops, Emergency Meetings, Committee Meetings, and all other meetings as deemed necessary; and

WHEREAS, minutes are prepared for all publicly noticed meetings following the format of the meeting agenda and reflect a summary of activities conducted at the meetings by providing a simple organization of the facts and confirming the Board of Directors acted diligently giving important issues due consideration; and

WHEREAS, the approval of minutes acknowledges the minutes accurately reflect what transpired at a meeting; and

WHEREAS, recordings of meetings are retained for six months from the date of the recording, and approved minutes are permanently retained by the Palmdale Water District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District that all minutes prepared for publicly noticed meetings shall include, but not be limited to:

1. The start and end time of the meeting.

2. Roll call noting the attendance or absence of each Director as well as the attendance of all management staff.

3. A summary of comments made by the public, including the name of the person making the comment.

4. The Director making the motion, the Director making the second, voting results, and a brief summary of the discussion topics for each action item.

5. The Director initiating and the outcome of all points of order and appeals.

6. A listing of Director attended meetings as reported by each Director and a summary of other Director reports.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on March 8, _____, 2017.

Robert Alvarado, President
Palmdale Water District

Joe Estes, Secretary
Palmdale Water District

Approved As To Form:

Eric Dunn
General Counsel