

RULES AND REGULATIONS OF THE H&J WATER COMPANY

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INTRODUCTION

The H&J Water Company (hereinafter the “H&J”), a nonprofit mutual benefit corporation, was formed on May 6, 2021 (CA Secretary of State Entity No. 4743712).

These Rules and Regulations are intended to provide general rules and procedures for the operation of H&J, and for the water consumers of H&J. The Board shall have the right to interpret these Rules and Regulations and make decisions on any point of contention which is not specifically covered herein.

SECTION 1 – DEFINITIONS

1.1 “Board” means the Board of Directors of the H&J Water Company.

1.2 “H&J” means the H&J Water Company.

1.3 “Owner, Property Owner, Parcel Owner” means the owner, owners, or any individual owner of record of any interest in any real property, according to the official records of the San Diego County Recorder.

1.4 “Parcel” means a portion of real property to which the Assessor of San Diego County has assigned an individual Assessor’s Parcel Number.

1.5 “General Fund” is H&J’s general bank account wherein membership fees, monies from parcels’ water meter usage are deposited for the purposes of running the H&J district.

1.6 “Capital Improvements Fund” is H&J’s bank account with two divisions (1) capital improvements and (2) well. This bank account will be for the large capital improvements needed to be made to H&J’s facilities and for the maintenance and improvement of H&J’s main well.

SECTION 2 – GENERAL PROVISIONS

2.1 All references to H&J property in these Rules and Regulations refers to property of H&J wherever located devoted to furnishing water within H&J boundaries. All wells, tanks, pipelines, connections, valves, gates, fences, pumps, chlorination stations and other property of H&J is under the control of the Board of Directors which has the exclusive right to operate the water distribution system. Water will be turned on, turned off, and any device regulating flow of water within the system will be operated only under the direction of the Board of Directors.

2.2 H&J will, when practical, maintain transmission lines, wells, tanks, pump stations, easements, and other capital items existing at the time of adoption of these rules. Continued maintenance and replacement of such existing facilities will be at the direction of the Board of Directors.

2.3 H&J has the right at any reasonable hour to inspect any part of the supply system, meters, valves, connecting pipes and other devices, whether on public or private property, and to see that the Rules and Regulations of H&J regarding the taking, use or waste of water are being observed.

2.4 H&J does not guarantee continuous delivery of water and does not assume liability for any damages due to the interruption of water delivery. H&J specifically cautions all water users whose needs demand an uninterrupted supply of water to provide for adequate emergency supplies.

2.5 H&J does not guarantee adequate pressure in any main or other part of the water system, and the pressure from place to place and from time to time may vary depending upon conditions of supply, rates of use and elevations of services. H&J will attempt to provide reasonable rates of flow at all times. If a property owner finds that flows or pressures at the point of use are insufficient, H&J will check the flow available at such property owner's meter but will not attempt to find the cause of the deficient pressure or flow at the point of use if the flow at the meter is within the reasonable flow range as established by the meter manufacturer.

2.6 Water shall not be supplied to more than one parcel through a single meter.

2.7 No customer within the boundaries of H&J may enter into any contract or agreement to resell any portion of the water to which he is entitled without the special permission of H&J, and the price of any water sold is to be fixed by H&J. No customer outside of H&J will be permitted to resell any water purchased from H&J under any condition whatsoever.

2.8 No customer may use water on any tract of land other than that covered by his application for services according to State law. No customer shall knowingly permit a leak to remain unrepaired or to permit a waste of water.

2.9 H&J may prorate water deliveries or place any portion of the system on an irrigation schedule when water availability requires such measures to assure equitable division of available water among property owners.

2.10 H&J will, upon request, furnish available information for locating pipelines, meters, or other property of H&J to avoid, insofar as possible, damage to such property during construction or other work on any property. H&J does not guarantee the accuracy of any information so furnished and assumes no responsibility for damage sustained by reason of the inaccuracy of such information.

2.11 H&J will keep a monthly record of water levels and water produced at each well in the H&J system. The records will be made available to the public upon request.

2.12 H&J will ensure that all tanks are sufficiently full before going off duty for more than 24 hours.

2.13 The Board of Directors may, at their discretion, amend Rules and Regulations at any time.

2.14 The Board of Directors of the H&J Water Company, in order to ensure that all matters before the Board shall be deliberated and decided openly, hereby deem that H&J shall, at all times, comply with the provisions of the Ralph M. Brown Act, as set forth in California Government Code *Sections* 54950 through 54963, regardless of whether the Legislature of the State of California has suspended the act, or any provision thereof.

SECTION 3 – PROPERTY OWNER’S RESPONSIBILITY

3.1 All water charges as defined in Section 6 of these Rules and Regulations, and all fines, interest, and application fees set for in these Rules and Regulations are the responsibility of the recorded owner of the property served (the “Property Owner”), and any private arrangement made by the Property Owner with any tenant to transfer such responsibility shall not be binding upon H&J, and shall not relieve the Property Owner of such responsibility. Property Owners shall, at all times be responsible for the full, complete and timely compliance with each applicable term and condition of these Rules and Regulations, and in executing the Application for Membership to H&J Water Company, hereby agrees and accepts these Rules and Regulations in their entirety as binding contractual obligations. Notwithstanding the foregoing, H&J may enter into agreements with Property Owners for the reading and billing of separately metered water used by individual tenants of owner, however the existence of such an agreement shall not, under any circumstances, relieve any owner of the obligations of this Section.

3.2 The Property Owner is responsible for all services and facilities located within and without the public right-of-way including the check valve on his/her side of the meter to the point of points of water use.

3.3 Valves.

A. Every new Property Owner (after 7/31/20) must have a H&J-approved shutoff valve in working order on his/her side of the meter. The shutoff valve on the utility’s side of the meter is the property of H&J Water Company

B. If the utility valve is damaged and must be repaired or replaced, and if the Property Owner does not have a shutoff valve on his/her side of the meter, then the Property Owner will be billed for costs of repair or replacement.

C. Every new Property Owner (after 7/31/20) must have a H&J-approved “backflow preventor” in working order on his/her side of the meter.

3.4 Each Property Owner shall at all times maintain the water system located upon its parcel in good order and shall take all necessary precautions to prevent leakage and waste of water.

3.5 By Application for Membership, the Property Owner contractually obligates him/herself to reimburse H&J for any damage to the facilities of H&J directly or indirectly caused by the owner, or any tenants or assigns.

3.6 Water from the H&J system may be used only on the premises described in the Application for Membership. Water will not be wasted or allowed to leak from any portion of the Property Owner's system. Property Owners are responsible for paying for all water lost through a leak on their side of the meter.

SECTION 4 – APPLICATION FOR MEMBERSHIP

4.1 Any person desiring water service must file a written Application for Membership with H&J and such Application is subject to approval of the Board of Directors. Membership Application forms must be signed by the Property Owner of the property to be served, and such Application shall constitute a contract for water services, a valid personal obligation of the Property Owner. The Property Owner's signature on the Application shall confirm that said Owner has received a copy of these Rules and Regulations and shall signify the Owner's intention to be contractually bound thereby. The Property Owner shall be notified and give approval to all changes in billing information.

4.2 New members will be charged an initial membership fee in the amount of seven thousand, five hundred dollars (\$7,500.00) if no H&J meter is on the property or a transfer membership fee in the amount of two-thousand and five hundred dollars (\$2,500.00) if a H&J meter is on the property and the current membership is in good standing. If the membership has lapsed then the amount will be the same as the initial membership fee of seven thousand, five hundred dollars (\$7,500.00). New members will also be charged a quarterly Annual Fee in the amount of one hundred-five dollars (\$105.00) quarterly; the total Annual Fee is four hundred and twenty dollars (\$420.00) per year. All members will be charged one dollar and twenty-six cents (\$1.26) per one-hundred (100) gallons of water used.

A. The funds from this section will be deposited into the H&J General Fund.

4.3 Meters will be turned off and/or removed on written application of the Property Owner.

4.4 When a meter has been turned off but not removed it will be not turned on until written application has been completed and approved, and a fee of one hundred dollars (\$100.00) has been paid. After normal working hours and on weekends, water will not be turned on.

4.5 Prior to service being reconnected after termination for non-payment, all delinquent monies owed to H&J must be paid in full.

4.6 All payments for delinquent accounts shall be submitted in cash or cashier's check. Upon receipt of payment, service will be restored within twenty-four (24) hours. If a personal or business check is submitted to satisfy the delinquency, the service will be restored within twenty-four (24) hours of the check being cleared by H&J's bank.

SECTION 5 – CAPITAL IMPROVEMENT FUND

5.1 The Capital Improvement Fund is established in compliance with Corporations Code *Section 14301.3(b)* which requires that a mutual water company maintain financial reserves at a level sufficient to repair and replace its facilities in compliance with the Federal and State Safe Drinking Water Acts (42 U.S.C. *Sections 300f et seq.*; Cal. Health & Safety Code *Sections 116270 et seq.*).

A. There is hereby created a Capital Improvement Fund into which all funds collected under this Section shall be deposited. Said deposits to the Capital Improvement Fund shall be separated into two divisions; (1) used solely for the acquisition and construction of water facilities and systems necessary to provide water service to the residents of the H&J Water Company, and (2) for the improvement and maintenance of H&J's main well.

B. The funds may be used to repay principal and interest on bonds issued for the construction of such water facilities and systems, and to repay federal or state loans or advances made to H&J for the construction of such water facilities and systems.

C. Under no circumstances shall any of the funds collected under this Section be used for general revenue purposes.

D. The Directors may transfer monies from the General Fund into the Capital Improvement Fund as they deem necessary by a majority vote.

SECTION 6 – WATER CHARGES

6.1 There are four basic categories of water charges. They are water availability, ready-to-serve, metered water and bulk water charges.

6.2 Standby Charge

A water standby charge of sixty-seven dollars and twenty cents (\$67.20) per year (\$16.80 per quarter) shall be charged for each parcel. The water standby charges will be used specifically for capital improvement projects.

6.3 Ready-to-Serve

A ready-to-serve charge will be charged for every installed meter that is turned off or the meter is locked. The rate of the charge will be fifteen dollars (\$15.00) per quarter of the fiscal year. The ready-to-serve charges will be deposited into the Capital Improvement Fund.

6.4 Metered Water Charges

A. Sales of metered water by H&J shall be charged as one dollar and twenty-six cents (\$1.26) per one hundred (100) gallons. The metered water charges will be deposited into H&J's General Fund.

B. There is a twenty-five dollar (\$25.00) fee for meter clearing when it is time for the meters to be read. The Meter Box Clearing fee will be charged if the meter box is not broom clean within a three (3) foot radius of the meter box.

6.5 Bulk Water Rates

A. All bulk water shall be sold at one dollar and twenty-six cents (\$1.26) per one hundred gallons (100).

B. Any person desiring to purchase bulk water (See Section 7.3B) must first deposit two hundred dollars (\$200.00) plus a one-time, non-refundable twenty-five dollar (\$25.00) project fee.

C. Bulk water charges will be deposited into the Capital Improvement Fund.

D. Upon completion of such water deliveries, H&J will refund any part of the two hundred dollar (\$200.00) deposit which has not been earned by the delivery of water at the rate set forth in (A) above. Bulk water charges will be billed monthly.

E. Bulk water service may be terminated by H&J after a two week notice given by certified mail to the address on the application for service. In the event of an emergency, bulk water service will be terminated immediately and without notice.

6.6 Miscellaneous Charges

A. H&J must fully recover all costs for providing services. Thus, anyone who requests a service not specifically covered elsewhere in these Rules and Regulations must deposit in advance an amount estimated by the Board of Directors for that service. This estimate will include labor, equipment, material and service costs for all administration, construction, maintenance, operations, or other activities directly related to the service request. Labor costs will be at the current full overhead rates of those performing the service.

B. H&J will make a final cost accounting as soon as practical after the service is completed as practical. If appropriate, either a refund or a final bill may be issued.

C. Emergency service calls are exempt from advance deposit. These calls will, however, be charged to the customer is deemed the responsibility of the customer – such as a leak on the customer side of the service meter.

D. In the event the construction, relocation or alteration of an underground water line is necessary to provide water service to any parcel of property, either within or outside the boundaries of H&J, all costs associated with such work shall be paid by the owner of the parcel to which the delivery of water service requires such work to be done. The Board of Directors of H&J shall have sole discretion to determine the necessity of any such work.

E. There is a fifty dollar (\$50.00) fee for all paperwork involved in membership transfers. The transfer fee will be deposited in the Capital Improvement Fund.

F. There is a one hundred dollar (\$100.00) fee, or in such amount as shall be determined from time to time by the Board of Directors, to restore water service once the water has been turned off for lack of payment. The restoration fee will be deposited in the Capital Improvement Fund.

G. A non-participation fee for not signing proxies for the Annual Meeting or an all member emergency/special meeting will be charged to any member either not present or without a proxy for their vote. The fee is twenty-five dollars (\$25.00) and will be added to the following billing quarter.

SECTION 7 – METERS

7.1 H&J will regulate the size type and location of each meter and the property sought to be served. All meters will be furnished and installed by H&J and will at all times remain the property of H&J.

7.2 Permanent Meters

A. Whenever possible, permanent water meters shall be installed in the public right-of-way adjacent to the water main.

B. Connection, disconnection, installation, or removal of meters will be made only by H&J Water Company.

7.3 Temporary Meters

A. H&J will maintain one or more hydrant meters to furnish to tank trucks or other portable containers.

B. Temporary meters for bulk water are customarily connected to fire hydrants or blow-offs.

C. For temporary meter at locations other than fire hydrants or blow-offs, H&J shall require a deposit of two hundred dollars (\$200.00) which shall be refundable when the temporary meter is returned to H&J. A portion of the deposit shall be deducted, up to the full amount, if any meter is returned in damaged condition. In addition to the deposit, H&J shall charge an installation fee for the cost of installing the temporary meter.

D. Temporary meters shall be read, and water charges billed on a monthly basis.

SECTION 8 – BILLING, DELINQUENCIES, TAMPERING

8.1 Water bills will be rendered quarterly, January, April, July, and October of each calendar year. Payments shall be due thirty (30) days after the billing date. A late fee of fifteen percent (15%) of each past due amount will be assessed in each billing period if payments are delinquent more than thirty (30) days. Should any member fail to pay their delinquent dues or fees after sixty (60) days of the date listed on the invoice, the member will be sent a notice by Certified Mail (Return Receipt Requested). If the delinquent dues or fees are not paid with fourteen (14) days of that notice, the water service for that parcel may be turned off. In no event shall the delinquency exceed one hundred eighty (180) days without Board approval.

8.2 When the final date for payment without penalty falls on a Saturday, Sunday or holiday, the date for payment will automatically be extended to the next working day. The date of postal cancellation is assumed to the date received.

8.3 All payments must be made to H&J Water Company either by United States mail, electronically, and/or in person.

8.4 In the event of non-payment, H&J may exercise any or all of the following collection procedures:

A. Imposition of fifteen percent (15%) of each past due amount.

B. Recording of a Lien Certificate against the Property Owner and the parcel to which water was provided. H&J shall record a Lien Certificate for the nonpayment of any charge for services imposed by H&J in any case where any such amount remains unpaid in excess of one hundred eighty (180) days. The amount set forth in the Lien Certificate shall include the delinquent amount, plus any penalties imposed, and interest on those amounts at the legal rate. Upon recording, the Lien Certificate shall constitute a lien upon the real property served. The lien created by the Lien Certificate shall continue until the charge and all penalties thereon are fully paid or the property sold.

C. Addition of the delinquent amount to the real estate tax roll prepared by the San Diego County Tax Collector.

8.8 No person shall tamper with any meter or other facility of H&J. If H&J determines that any meter has been tampered with, the meter will be removed, and the Property Owner notified.

8.9 A meter removed for tampering will not be turned on until a two hundred dollar (\$200.00) penalty has been paid for service and reinstallation of such meter, and any other monies owed H&J have been paid. H&J will bill the Property Owner served by such a meter on an average past daily consumption from the date of the last regular reading of the meter to the date of removal from tampering and such charge must be collected before service is resumed.

8.10 After an account has had two (2) checks returned for non-insufficient funds, all further payments for service will be paid by cash or cashier's check.

SECTION 9 – ACCURACY TESTING

9.1 Meters will be tested periodically for accuracy. If a meter has not been tested within one (1) year of date of request for testing, H&J will test it free of charge. If the meter has been checked within the past year, the request will be subject to a fifty dollar (\$50.00) deposit.

9.2 If the test indicates a reading of more than 5% above true delivery, a new meter will be installed at no cost to the Property Owner, the fifty dollar (\$50.00) deposit (if any) will be returned, and he/she will be given a prorated rebate on the most recent quarterly billing statement.

9.3 If the test indicated less than a 5% variance above or below true delivery, the meter shall be deemed accurate and any test deposit will be retained and put in the Capital Development Fund.

9.4 If the test indicates more than 5% below true delivery, any test deposit will be retained (deposited into the Capital Improvement Fund) and the Property Owner will be billed for a prorated adjustment on the most recent quarterly billing statement.

9.5 Any meter in service which fails to register during any billing period is presumed to have delivered water in accordance with average past deliveries through the meter for similar periods.

SECTION 10 – FIRE HYDRANTS/FIRE-FIGHTING AGENCIES

10.1 Fire hydrants on H&J lines are the property of H&J; however, installation or moving expenses are the responsibility of the Property Owner concerned except by specific agreement with H&J.

10.2 If hydrants are required to be installed for any reason, they shall be subject to approval by H&J as to type of installation, and upon installation, shall become the property of H&J.

10.3 H&J shall seek reimbursement of water used for emergencies occurring outside the H&J boundaries and may seek reimbursement for emergencies occurring within the H&J boundaries.

10.4 The H&J fire hydrants will not be used by any entity or Agency for any non-emergency situation that occurs outside of the H&J boundaries, except as provided for in Section 6.5 of these Rules and Regulations. Violations of this policy will be prosecuted under the California Penal Code 499: Theft of Water, taking water without authority or making unauthorized connections.

10.5 If fire-fighting agencies damage the facilities of H&J, the agency responsible for damage to the system will be billed for the repair.

SECTION 11 – ANNEXATIONS AND LINE EXTENSIONS

11.1 Extensions.

When an application is made for water service to a property not traversed by or not abutting on water lines, or at least a “lot depth” away from existing pipelines owned or operated by H&J, and when the owner or owners of the property to be served are willing to construct such lines at their own expense, H&J may accept ownership of facilities, after construction to H&J requirements, upon the execution of a contract in conformance with the provisions of this Section and in agreement with H&J Water Company’s Bylaws.

11.2 Application and Design.

A. Applications for the construction of any facilities (including capital facilities) must contain a full legal description of the property or properties to be served, the acreage of such properties, the number of lots to be served in the future through the facilities proposed for construction, and a preliminary estimate of the total construction cost. The application shall also contain an offer by the applicant to construct such facilities at his/her sole cost and expense. The extension of water lines or construction of new capital facilities to serve additional properties cannot reduce the levels of service to users within the existing boundaries of H&J. Upon receipt of the application, H&J will determine the boundaries of the “benefitted area”. That area will include all parcels of land within the existing or extended boundaries of H&J which are actually or conveniently served through the proposed line extension.

B. When a pipeline extension is to be installed by a private contractor, the applicant must submit plans and specifications for approval by H&J. These plans and specifications shall be prepared by the civil engineer, registered by the State of California. The applicant will provide an estimated total cost of the construction of the extension including, but not limited to, pipelines, appurtenant structures, rights-of-way, and other resulting expenses which H&J might have to incur. It shall be the responsibility of the applicant to see that all easements and rights-of-way are furnished to H&J. Such total costs shall be the amount subject to reimbursement in accordance with Section 11.3. All facilities so constructed must meet H&J specifications as to pipeline size, design and location and any other conditions (including road work) which H&J might impose to safeguard its water lines.

C. The applicant must deposit in advance three hundred fifty dollars (\$350.00) for review.

11.3 Contract.

Any contract entered into under the terms of this Section shall contain the following provisions:

A. The applicant must construct, or cause to be constructed at his/her sole expense, the facilities covered by this agreement.

B. All facilities must be constructed in accordance with plans and specifications approved by H&J prior to the execution of the agreement between applicant and H&J.

C. The determination of the extent of the area to be served by the proposed facilities shall be made by H&J, and a map delineating such area must constitute part of the contract. Only "off-site facilities," exceeding 150' in length, shall be eligible for the reimbursement provisions of the Section. "Off-site facilities" are defined as facilities that do not solely benefit lands, owned, operated, or controlled by the applicant.

D. H&J agrees, upon transfer of ownership of the facilities including all requisite easements and rights-of-way, free and clear of all liens and encumbrances to accept ownership, and thereafter to operate and maintain such facilities at H&J's expense.

E. Normally H&J may allow the owner to construct such facilities, provided the work is executed under the direction of a civil engineer registered in the State of California and by a contractor licensed by the State of California and acceptable to H&J. H&J will inspect all construction of facilities to be accept by H&J. All work shall be guaranteed for one year from date of acceptance by H&J.

F. Before acceptance of any facilities, a complete set of "as-built" plans must be furnished to H&J.

G. The applicants right to receive reimbursement in the form of a construction charge shall continue for a period of ten years after the date of the contract after which time the applicant is not entitled to any further payment. All payments thereafter accruing shall be the property of H&J.

H. All payments accruing to the applicant shall be made to him/her, his/her heirs and assigns, and the right to the payment is personal and shall not run with, or be assignable with, the lands owned by them.

I. Any payment schedule shall be approved by the Board of Directors of H&J.

SECTION 12 – CROSS-CONNECTIONS

12.1 Purpose.

The purpose of this regulation is (1) to protect the public water supply against actual or potential contamination of the Public Water supply through cross-connections by isolating sources of contamination that may occur within a water user's premises because of some undiscovered or unauthorized cross-connection on the premises; (2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (3) to eliminate cross-connections between drinking water systems and sources of contamination (i.e. irrigation systems, private wells, fire suppression sprinkler systems, etc.); (4) to prevent the making of cross connections in the future.

These regulations are adopted pursuant to California State Department of Health Administrative Code, title 17, entitled “Regulations Relating to Cross-Connections”.

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 H&J Water Company 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 H&J and/or the service of water pipes or fixtures of any consumer of H&J.

12.2 Definitions.

Approved Backflow Prevention Assembly: The term “Approved Backflow Prevention Assembly” shall mean an assembly which has passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the California Department of Health Services.

- A. **Approved Water Supply:** The term “approved water supply” means any water supply whose potability is regulated by a State or local health agency.
- B. **Auxiliary Supply:** The “auxiliary water supply” means any water supply developed and approved by the American Water Works Association (AWWA).
- C. **AWWA Standard:** The term “AWWA Standard” means an official standard developed and approved by the American Water Works Association (AWWA).
- 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, gasses, 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. Backpressure is the other cause.
- E. **Contamination:** The term “contamination” means a degradation of the quality of the potable water by any foreign substance that creates a hazard to the public health, or which may impair the usefulness or quality of the water.
- F. **Cross-Connection Regulation:** The term “cross-connection regulation” as used in this 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. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies or other assemblies through which backflow could occur, shall be considered to be cross-connection.

- G. Double Check Valve Assembly: The term “double check valve assembly” means an assembly of two internally loaded, independently acting check valves, including resilient seated shut-off valves on each end of the assembly and test cocks for testing the water tightness of each check valve.
- H. 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.
- I. Local Health Agency: The term “local health agency” means the county or city health authority.
- J. Person: The term “person” means an individual corporation, company, association, partnership, municipality, public utility or other public body or institution.
- K. Premises: The term “premises” means any and all areas on a water user’s property which are served or have the potential to be served by the public water system.
- L. Public Water System: The term “public water system” means a system for the provision of piped water to the public for human consumption that has five or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.
- M. Reclaimed Water: The term “reclaimed water” means a wastewater, which as a result of treatment, is suitable for uses other than potable use.
- N. Reduced Pressure Principle Backflow Prevention Assembly: The term “reduced pressure principle backflow prevention assembly” means an assembly incorporated two internally loaded, independently operating check valves and an automatically operating differential relief valve located between the two check valves.
- O. Service Connection: The term “service connection” refers to the point of connection of a user’s piping to the water supplier’s facilities.
- P. Water Supplier: The term “water supplier” means the person who owns or operates the approved water supply system.
- Q. Water User: The term “water user” means any person obtaining water from an approved water supply system.

12.3 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, H&J will require installation of an approved backflow prevention assembly at the users' expense for continued service or before a new service will be granted.

3. Whenever 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 H&J mains entering the 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 these regulations.

B. Where Protection is Required.

1. Each service connection from H&J for supplying water to premises having an auxiliary water supply shall be backflow of water from the premises into public water system unless the auxiliary water supply is accepted as an additional water source by H&J and is approved by the public health agency having jurisdiction.

2. Each service connection from H&J 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 H&J 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 of local health department and H&J or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily available for inspection purposes, making it impracticable or impossible to ascertain whether or not cross connections exist.

4. All new residential, commercial and government construction requiring a potable water supply from H&J is required to install either a reduced pressure zone backflow preventive device or a double check valve assembly backflow prevention device after their water meter.

C. Type of Protection Required.

The type of protection that shall be provided to prevent backflow into the approved water supply shall commensurate with the degree of hazard that exists on the consumer's premises. The type of protective assembly that may be required (listed in an increasing level of protection) includes: Double check Valve Assembly (DC), Reduced Pressure Principle Backflow Prevention Assembly (RP), and an Air-gap separation (AG). The water user may choose a higher level of protection than required by H&J, subject to H&J approval.

Table 1

TYPE OF BACKFLOW PROTECTION REQUIRED

<u>Degree of Hazard</u>	<u>Minimum type of Backflow Prevention</u>
A. Sewage and Hazardous Substances:	
(1) Premises where the public water system is used to Supplement the reclaimed water supply.	AG
(2) Premises where there are wastewater pumping and/or treatment plants and there is not interconnection with the potable water system. This does not include a single family residence that has a sewage lift pump. An RP may be provided in lieu of an AG is approved by the health agency and H&J.	AG
(3) Premises where reclaimed water is used and there is no interconnection with the potable water system. An RP may be provided in lieu of an AG is approved by the health agency and H&J.	AG
(4) Premises where hazardous substances are handled in any manner in which the substances may enter a potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by the health agency and H&J.	AG
(5) Premises where there are irrigation systems into which fertilizers, herbicides and/or pesticides are, or can be, injected.	RP
B. Auxiliary Water Supplies.	
(1) Property where there is an unapproved auxiliary water supply which is interconnected with the public water system. An RP or DC may be provided in lieu of an AG if approved by the health agency and H&J.	AG
(2) Property where there is an unapproved auxiliary water supply and there are no interconnections with the public water system. A DC may be provided in lieu of an RP if	

approved by the health agency and H&J.

RP

C. Fire Protection Systems.

- (1) Premises where the fire system is directly supplied from the public water system and there is an unapproved auxiliary water supply on or to the premises (not inter-connected).
- (2) Premises where the fire system is supplied from the public water system and interconnected to an unapproved auxiliary water supply. An RP may be provided in lieu of an AG if approved by the health agency and H&J.
- (3) Premises where the fire system is supplied from the public water system and where either elevated storage tanks or fire pumps which take suction from the private reservoirs or tanks are used.

RP

AG

DC

- D. Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to that cross-connection do not exist.

RP

- E. Premises where there is a repeated history of cross-connections Being established or re-established.

RP

- F. All businesses selling fountain style dispensed carbonated beverages are required to install a reduced pressure zone backflow prevention device at their water meter.

RP

12.4 Backflow Prevention Assemblies.

- A. Approved Backflow Prevention Assemblies. Only backflow prevention assemblies which have been approved by H&J shall be acceptable for installation to a user connected to the H&J Water Company potable water system.

B. Backflow Prevention Assembly Installation.

1. Backflow prevention assemblies shall be installed in a manner as prescribed in Section 7603, Title 22 of the California Administrative Code. Location of the assemblies should be as close as practical to the user's connection. H&J shall have the final authority in determining the required location of a backflow prevention assembly.

2. Air-gap separation (AG). The air-gap separation shall be located On the user's side of, and as close as practical to, the service connection. All piping from the service connection to the receiving tank shall be above grade and entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two (2) pipe diameters of the supply inlet, but in no case less than one (1) inch above the overflow rim of the receiving tank.
3. Reduced Pressure principal backflow prevention assembly (RP). The approved reduced pressure principal backflow prevention assembly shall be installed on the user's side of, and as close as practical to the service connection. 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 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. Water supplied from any point between the service connection and the RP assembly shall be protected in a manner approved by H&J.
4. Double Check valve assembly (DC). The approved double check valve assembly shall be located as close as practical to the user's connection and shall be installed above grade wherever possible and in a manner where it is readily accessible for testing and maintenance. If a double check valve is put below grade, it must be installed in a vault such that there is a minimum of six inches (6") between the bottom of the vault and the bottom of the assembly so that the top of the assembly is not more than a maximum of eight inches (8") below grade and there is a minimum of twenty-four inches (24") of clearance between the side of the assembly with the test cocks and the side of the vault and so there is a minimum of twelve inches (12") clearance between the other side of the assembly and the side of the vault. Special consideration must be given to double check valve assemblies of the "Y" type. These assemblies must be installed on their "side" with the test cocks in a vertical position so that either check valve may be removed for service without removing the assembly. Vaults, which do not have an integrated bottom, must be placed on a three inch (3") layer of gravel.
5. Backflow Prevention Assembly Testing and Maintenance. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation, and repair. H&J may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back into service unless it is functioning as required. A report in a form acceptable to H&J shall be filed with

H&J each and every time an assembly is tested, relocated, or repaired. These assemblies shall be service, overhauled, or replaced whenever they are found be defective and all costs of testing, repair and maintenance shall be borne by the water user. Upon request by the water user, H&J will test a water user's backflow prevention assembly to fulfill the requirements of the Ordinance. The water user will be charged for the test and any maintenance found necessary to keep the assembly in working order on the next regular water bill.

6. Backflow Prevention Assembly Removal.
Approval must be obtained from H&J before a backflow prevention assembly is removed, relocated, or replaced.

Removal: The use of an assembly may be discontinued and the assembly removed from service upon presentation of sufficient evidence to H&J that a hazard no longer exists or is not likely to be created in the future.

Relocation: An assembly may be relocated following confirmation by H&J 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.

Repair: An assembly may be removed for repair, provided the water use is either discontinued until the repair is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by H&J. A retest will be required following the repair of the assembly.

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 H&J and must be commensurate with the degree of hazard involved.

12.5 User Supervisor.

At each premises where it is necessary, in the opinion of H&J 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 due to a cross-connection on the premises, H&J shall be properly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform H&J of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

12.6 Administrative Procedures.

A. Water System Survey.

1. H&J shall review all requests for new services to determinate if backflow protection is needed. Plans and specifications must be submitted to H&J 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 assembly is necessary to protect the public water system, the required assembly must be installed before service will be granted.
2. H&J may require an on-premises inspection to evaluate cross-connection hazards. H&J will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of his piping system shall be required to install the backflow prevention assembly that H&J considers necessary.
3. H&J may, at its discretion, require a re-inspection for cross-connection hazards of any premise to which it serves water. H&J will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises re-inspection of his piping system shall be required to install the backflow prevention system assembly that H&J considers necessary.

B. Customer Notification – Assembly Installation

1. H&J will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of 30 days will be given to complete all corrective actions required, including the installation of backflow prevention assemblies.
2. A Second Notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice within the 30-days time period allowed. 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 2-week period, H&J may terminate water service to the affected water user until the required corrective actions are taken.

C. Customer Notification – Testing and Maintenance

1. H&J will notify each affected water user when it is time for the

backflow prevention assembly installed on their service connection to be tested. This written notice shall give the water user 30 days

to have the assembly tested and supply the water user with the necessary form to be completed and resubmitted to H&J.

2. A Second Notice shall be sent to each water user which does not have his/her backflow prevention assembly tested as prescribed in the First Notice within the 30 day time period allowed. The Second Notice will give the water user a two-week period to his his/her backflow assembly tested. If no action is taken within the 2-week period, H&J may terminate water service until the subject assembly is tested.

12.7 Water Service Termination.

A. General.

When H&J encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, H&J shall institute the procedure for discontinuing H&J 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, H&J will terminate service to a customer's premises after 2 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 time period, water service may be terminated.
2. For conditions 5,6, 7, or 8 H&J will take the following steps:
 - a. Make a reasonable effort to advise the water user of intent to terminate water service;
 - b. Terminate water supply and lock service valve. The water connection will remain inactive until correction of violations has been approved by H&J.

12.8 Requirements for the Certification as a Backflow Prevention Device Tester.

Each applicant for certification as a tester of backflow prevention assemblies shall file an approved application with the H&J General Manager, together with a fee as may be established by H&J Board of Directors. Personnel employed by H&J shall be exempt from the application and fee requirements only.

Competency in all phases of backflow prevention assembly testing and repair must be demonstrated by means of education, certification and/or experience in order to obtain certification.

The following are minimum requirements:

- a. Applicants shall have had at least two (2) years of experience in plumbing or pipefitting or equivalent qualifications. The successful completion of a Community College class of three semester units in the field of Backflow Prevention Assembly Maintenance and Repair is the sole equivalent qualification.
- b. Applicants shall hold a valid certification from the American Water Works Association, California-Nevada Section, or the American Backflow Prevention Association.
- c. Each applicant for certification as a tester of backflow prevention assemblies shall furnish evidence to show that he/she has available the necessary tools and equipment to properly test such assemblies. He/she shall be responsible for the accuracy and competency of all tests and reports prepared by him/her.

The certificate issued to any tester is valid for a period of one (1) year and may be suspended, revoked, or not renewed by H&J for improper testing, repairs and/or reporting.

12.9 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance or any part thereof. The Board of Directors of H&J declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 13 - WATER OPERATOR: GENERAL MANAGER AND SHIFT MANAGER

13.1 *Section 63770. Distribution System Staff Certification Requirements.*

A. Chief and shift operators shall possess valid operator certificates pursuant to Table 63770-A, as follows:

Distribution System Classification	Minimum Certification of Chief Operator	Minimum Certification of Shift Operator
D1/T1	D1/T1	D1/T1
D2/T2	D2/T2	D1/T1
D3/T3	D3/T3	D2/T2
D4/T4	D4/T4	D3/T3
D5/T5	D5/T5	D3/T3

B. Water systems shall utilize only certified distribution operators to make decisions addressing the following operational activities:

1. Install, tap, re-line, disinfect, test, and connect water mains and appurtenances.
2. Shutdown, repair, disinfect, and test broken water mains.
3. Oversee the flushing, cleaning, and pigging of existing water mains.
4. Pull, reset, rehabilitate, disinfect, and test domestic water wells.
5. Stand-by emergency response duties for after hours distribution system operational emergencies.
6. Drain, clean, disinfect, and maintain distribution reservoirs.
7. All tests required by local, State, and Federal authorities.
8. Keep all maintenance records regarding H&J Water Company.

C. Water systems shall utilize either certified distribution operators or treatment operators that have been trained to make decisions addressing the following operational activities:

1. Operate pumps and related flow and pressure control and storage facilities manually or by using a system control and data acquisition (SCADA) system.
2. Maintain and/or adjust system flow and pressure requirements, control flows to meet consumer demands including fire flow demands and minimum pressure requirements.

D. Water systems shall utilize either certified distribution operators or treatment operators to make decisions addressing the following operational activities:

1. Determine and control proper chemical dosage rates for wellhead disinfection and distribution residual maintenance.
2. Investigate water quality problems in the distribution system.

SECTION 14 – STATE LAWS

14.1 For the protection of public water supplies, many offenses are misdemeanors under the laws of the State of California for which the offender may be criminally prosecuted. It is the policy of H&J to encourage and cooperate in the prosecution of such offenses under the following sections:

- A. California Penal Code *Section* 499; Theft of water, taking water without authority or making unauthorized connections.
- B. California Penal Code *Sections* 592 and 627; Interfering with pipelines or conduits.
- C. California Penal Code *Section* 607; Injuring tanks, flumes, reservoirs, etc.
- D. California Penal Code *Section* 624; Breaking, cutting, or obstructing pipes, etc.
- E. California Penal code *Section* 625; Taking water after works have been closed or meter sealed.

This section shall not be construed in any way to absolve H&J, its employees and/or agents from complying with all local, State, and Federal laws and regulations.

SECTION 15 – MISCELLANEOUS

- 15.1 Certified Public Accountant (hereinafter “CPA”).
- A. The annual proposed budget and the annual financial report shall be reviewed and approved by a CPA prior to dissemination to the members.
- 15.2 H&J Water Company equipment and/or property.
- A. No individual shall use H&J property or equipment without prior Board approval. The individual shall compensate H&J Water Company for such use of property or equipment.
- 15.3 H&J Water Company Bank Accounts.
- A. The President, Secretary and the Treasurer shall be placed on all applicable accounts within thirty (30) days of becoming Board members.
- 15.4 Record Keeping.
- A. All current records (for the current fiscal year) shall be maintained by the applicable officer.
- B. All past H&J Water Company records shall be maintained at a place to be determined by the Board of Directors.
- C. Any member may request a copy of the District’s permits. Such requests shall be in writing and presented to the Secretary or the President. The Secretary and/or President shall have two (2) weeks to respond and get the requested permits to the member.