

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
September 16, 2026

TOPIC: Adopt Resolution 13-26 amending and restating the District's rules and regulations for the sale, use and distribution of water

ITEM FOR: Action

PURPOSE: Update rules and regulations to address issues that have arisen since the last update in 2020.

IMPACT: Policy, Operations, Water Supply

SUBMITTED BY: Tom Neisler

EXECUTIVE SUMMARY

Adoption of Res. 13-26 will amend and restate the District's water service rules and regulations to update the District's form of Term M&I Agreement, add relevant exhibits and address minor desired revisions to streamline operations.

BACKGROUND

District water service rules and regulations were last amended and restated by Res. 25-16 in November 2016, which were thereafter further amended by Resolution Nos. 4-20, 5-20, and 12-20 (Attachment D, all three resolutions). Because of these amendments since adoption of Resolution No. 25-16, several outstanding required updates and the desire to amend the District's form of Term M&I Agreement, it is desirable to amend and restate the Rules and Regulations in one document, incorporating all previous amendments.

The revisions to Resolution 25-16, Amending and Restating the Rules and Regulations for the Sale, Use and Distribution of Water are shown in red-line on Attachment A. Appendix 1 and 3 are not included in the red-line as they have been reassigned to different purposes. Appendix 1 has been combined with Appendix 2 of 25-16. The revisions to combined Appendix 1 and 2 are shown on Attachment B. Attachment C is proposed Resolution 13-26, adopting the amended and restated Rules and Regulations, including reassigned Appendices 1, 2 and 3.

Appendix 1 is the Term M & I Agreement template for all delivery types. This is a template and will be adapted to each agency's specific conditions.

Appendix 2 is the application for Water Service Form that the District requires before allowing connection to our system. This form has been used for some time, but was not included in the Rules and Regulations. It is included in these revisions as a cleanup item.

Appendix 3 is the template for voluntary banking agreements for customers without Term M&I agreements. This template will allow others to enter into voluntary water banking agreements. The Board previously approved a single voluntary banking agreement for an agricultural customer (CEFF II Greenhouse) in Cummings Basin. At that time, the Amended and Restated Judgment (ARJ) for Cummings Basin was not yet complete. As the ARJ was granted by Kern County Superior Court in January 2021, the template can now be used generally.

FISCAL IMPACT

No direct fiscal impact anticipated.

COMMITTEE RECOMMENDATION

The ad hoc Rules and Regulations committee (Schultz, Ables) recommended approval of Resolution 13-26 with the incorporation of the revisions discussed at that time. These revisions are included in the version attached hereto.

RECOMMENDED MOTION

"I move for adoption of Resolution 13-26 amending and restating the District's rules and regulations for the sale, use and distribution of water."

ATTACHMENTS

- A – Red-lined version of Resolution 25-16, Rules & Regulations
- B - Red-lined version of Appendix 2 of Resolution 25-16 – Term M & I agreement
- C – Proposed Resolution 13-26, including Appendices 1, 2 and 3
- D – Resolutions 4-20, 5-20, 12-20 (previous Rules and Regulations updates)

ATTACHMENT "A"
REVISIONS BEGIN WITH
EXHIBIT A FOLLOWING

RESOLUTION NO. 25-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AMENDING AND RESTATING THE RULES AND REGULATIONS
FOR THE SALE, USE AND DISTRIBUTION OF WATER

I. Recitals.

(i) California Water Code Section 31024 provides that a county water district may establish rules and regulations for the sale, distribution, and use of water and may provide that water shall not be furnished to persons against whom there are delinquent water rates.

(ii) By Resolution No. 15-76, the District first adopted rules and regulations for the sale, use and distribution of water ("Rules and Regulations") which have been amended from time to time thereafter.

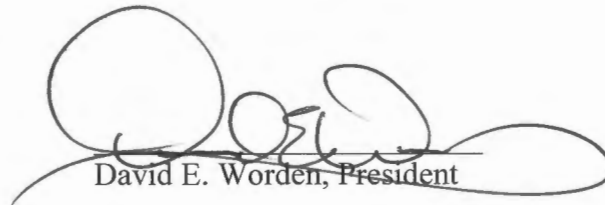
(iii) Because of the number of amendments, it is desirable to amend and restate the Rules and Regulations in one document.

II. Resolution.

NOW, THEREFORE, be it found, determined and resolved by the Board of Directors of Tehachapi-Cummings County Water District as follows:

1. Each of the above recitals is true and correct and the Board so finds and determines.
2. The amended and restated Rules and Regulations attached hereto as **Exhibit A** and incorporated herein by reference are hereby approved and adopted.

ADOPTED and APPROVED this 16th day of November, 2016.



David E. Worden, President

ATTEST:



Lori Bunn, Secretary

SECRETARY'S CERTIFICATE

I, LORI BUNN, Secretary to the Board of Directors of the Tehachapi-Cummings County Water District do hereby certify that the foregoing resolution was introduced at a Regular Meeting of the Board of Directors of said District held on the 16th day of November 2016 and was adopted at that meeting by the following vote:

AYES: Hall, Pack, Prel and Worden

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:


Lori Bunn, Secretary

ATTACHMENT "A"

RESOLUTION NO. 25-16

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Resolution No. ____-26

EXHIBIT A

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

**RULES AND REGULATIONS
FOR THE SALE, USE AND DISTRIBUTION OF WATER**

PART A. DEFINITIONS. The following terms, as used in all parts of these Rules and Regulations, shall have the following meanings, unless the context requires another meaning.

~~Section 1. "District" - Tehachapi-Cummings County Water District.~~

~~Section 2. "Agricultural water" - water used primarily in the commercial production of agricultural crops or livestock, including domestic use incidental thereto, on tracts of land operated in units of more than two (2) acres.~~

~~Section 3. "M&I water" - water used for any use so that the same is not agricultural water within Section 2 hereof.~~

~~Section 2. "Application for Water Service" - a written application submitted by a prospective water user to the District for water service as provided in Part D of these Rules and Regulations.~~

~~Section 3. "Board" - The Board of Directors of the District.~~

~~Section 4. "District" - Tehachapi-Cummings County Water District.~~

~~Section 5. "General Manager" - the General Manager of the District, or in the event of his the General Manager's absence the employee designated by the Board of Directors of District to assume the General Manager's duties.~~

~~Section 6. Section 5. "M&I water" - water used for any use so that the same is not agricultural water within Section 2 hereof.~~

~~Section 7. "Person" - any natural person or artificial person, including but not limited to, a partnership, corporation, association, public entity or any other type of entity.~~

~~Section 8. "Prospective water user" - a person desiring water service from the District, but who is not yet a water user within the preceding definition.~~

~~Section 9. "Term M&I Supplemental Water Purchase and Banking Agreement" - a written agreement entered into between the District and a water user or prospective water user wherein that person agrees to purchase SWP or other imported water from the District for spreading in a basin for later recovery and use within that basin as provided in Part Q of these Rules and Regulations.~~

~~Section 10. water from "Term M&I Agreement" - a written agreement entered into between the District and a water user or prospective water user wherein that person agrees to purchase water from the District for a term and with provisions as provided for in Part C, Section 1 of these Rules and Regulations.~~

~~Section 7.11. "These Rules and Regulations" or "HereofHereof" or Other Words Referring to these Rules and Regulations or Some Part or Section Hereof - these Rules and Regulations as amended from time to time and any successor Rules and Regulations as amended from time to time.~~

~~Section 8.12. "Water Useruser" - any person whose application for water service has been approved by the General Manager and which applicant has complied with all provisions of these Rules and Regulations precedent to entitling him to commencement of water service.~~

~~Section 9. "Prospective Water User" - a person desiring water service from District, but who is not yet a water user within the preceding definition.~~

~~Section 10. "Board" - The Board of Directors of the District.~~

~~Section 11. "Water Banking Agreement" - a written agreement entered into between District and a water user or prospective water user wherein that person agrees to purchase SWP water from District for spreading in a basin for later recovery and use with that basin as provided in Part C, Section 1 of these Rules and Regulations.~~

Rev. 8 — 2016

PART B. RATES.

Section 1. Setting Rates.

The Board from time to time shall by resolution set rates for water sold by the District.
Rates shall be set for the following categories:

- (a) (a) M&I water delivered pursuant to a Term M&I Agreement;
- (b) (b) M&I water delivered other than pursuant to a Term M&I Agreement;
- (c) (c) Agricultural water.

The Board shall establish appropriate recharge surcharges for any of the above categories where the water user pumps recharged water in lieu of taking delivery on the surface. Such recharge surcharges shall be set to recover the unreimbursed capital costs of acquiring and constructing recharge facilities and the costs of maintaining and operating such facilities. The recharge surcharge shall also include the cost of imported water lost on account of evaporation, phreatophyte consumption or any other losses incurred in the transportation and spreading of recharge water.

Section 2. General Policies Governing Rate Setting.

In setting rates, the Board shall consider the following general policies adopted on account of facts and circumstances unique to the District:

- (i) (i) The District purchases State Water Project ("SWP") water from the ~~Kern~~ Kern County Water Agency ("KCWA") pursuant to the two written contracts, both dated December 16, 1966 (the "KCWA Contracts"), one for up to 15000 AF of M&I water, the other for up to 5000 AF of Agricultural water. The KCWA Contracts obligate the District to pay a specified percentage of (a) ~~KCWA's~~ KCWA's "fixed obligations" (i.e., "the capital cost and minimum operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge") to the State Department of Water Resources ("DWR") under the "Master Contract" between DWR and KCWA, and (b) ~~KCWA's~~ KCWA's "variable

obligations" (i.e., "the variable operation, maintenance, power and replacement components of the Transportation Charge") applicable to delivering the ~~District's~~ District's Table 1 entitlement to the ~~District's~~ District's turnout in Reach 16 of the California Aqueduct. The ~~District's~~ District's "fixed obligations" to KCWA must be paid irrespective of the quantity of SWP water actually delivered. In other words, the District must pay its share of "fixed obligations" even if DWR is unable to deliver any SWP water.

(ii) (ii) From its turnout in the California Aqueduct, the District lifts SWP water some 3425 feet by means of four pump stations and 31 miles of transmission lines into its storage reservoir in Brite Valley. The ~~District's~~ District's main transmission line continues eastward through Tehachapi Valley and ends in Oak Creek Canyon at California Portland Cement ~~Company's~~ Company's plant. The District also owns and operates various distribution lines, recharge facilities in the Tehachapi and Cummings Basin, and water wells as part of its Imported Water System.

(iii) (iii) Pursuant to the holding of Fourth District Court of Appeal in *Goodman v. County of Riverside* (1983) 140 Cal.App.3d 900, the ~~District's~~ District's obligations to the KCWA under the KCWA Contracts are prior voter approved indebtedness and, consequently, the District may levy ad valorem real property taxes to meet the ~~District's~~ District's obligations, in whole or in part, to the KCWA under the KCWA Contracts.

(iv) (iv) The full cost of SWP water purchased by the District from the KCWA pursuant to the KCWA Contracts and pumped and delivered through the Imported Water System far exceeds

the ability of either M&I or Agricultural customers to pay. It is the policy of the District to set water rates such that M&I and Agricultural users in the aggregate pay the full cost of operating and maintaining the ~~District's District's~~ Imported Water System, including reasonable reserves for repairs and replacement, less a major ~~portion~~ of the ~~District's District's~~ share of the 1% general ad valorem tax levy. It is additionally the policy of the District, on account of the benefit to property owners District-wide bestowed by the SWP water supply made available pursuant to the KCWA Contracts, to levy ad valorem taxes each year to meet the ~~District's District's~~ annual obligations under the KCWA Contracts.

(v) ~~(v)~~ In setting rates for M&I water, it is the policy of the District that the rate for M&I water delivered other than pursuant to a Term M&I Agreement (the "~~normal M&I rate~~") shall be set to recover the full cost to the District of purchasing and delivering such water on a non-scheduled occasional demand basis, including all costs under the KCWA Contracts. The rate for M&I water sold pursuant to a Term M&I contract or other contractual basis shall be set at a lower rate than the normal M&I rate on account of the long-term contractual commitment of the water user to the District to purchase a portion of the ~~District's District's~~ Table I entitlement. Further, the ultimate retail purchaser of water sold to wholesale purveyors under Term M&I Agreements ~~pay~~ real property taxes, which support District operations, while non-contract purveyors of M&I water typically are not taxpayers within the District. Further, a lower rate is justified since Term M&I contract customers must schedule their anticipated deliveries six years in advance, which assists the District in meeting its obligations to the KCWA under the KCWA Contracts to likewise schedule its deliveries six years in advance.

(vi) ~~(vi)~~ As set forth in Part K hereof, the District owns all return flows from SWP water purchased from the KCWA under the KCWA Contracts and imported into the District through the ~~District's District's~~ Imported Water System. In setting rates for agricultural water, it is the policy of the Board to take into account the fact that the percentage of return flows back into the ground from agricultural water is substantially higher ~~than~~ from M&I uses. It is the policy of the District to avoid, to the extent possible, setting rates higher than the ability of its customers to pay for water since it is in the ~~District's District's~~ best interests to maximize water sales revenues.

PART C. TERM M&I AGREEMENTS.

Section ~~1.1~~. Contents. Except in circumstances requiring other forms of agreement, as determined by the Board in its discretion, Term M&I Agreements for ~~surface~~ delivery of SWP water shall be substantially in form and content ~~set forth in Appendix 1 hereto and Term M&I Agreements for subsurface delivery of recharged SWP water shall be substantially in form and content~~ as set forth in **Appendix 21** hereto.

Section 2. Policy Concerning New Term M&I Customers. —Not all of the SWP facilities authorized and necessary for the DWR to deliver all of the ~~KCWA's~~ ~~KCWA's~~ Table A entitlement under the Master Contract (and necessary for the KCWA to deliver all of the ~~District's District's~~ Table I entitlement under the KCWA Contracts) have been constructed. Court decisions adverse to the DWR water supply cast further uncertainty as to the amount and dependability of the ~~District's District's~~ SWP water supply. It has been and remains the ~~District's District's~~ policy to routinely extend Term M&I Agreements upon conclusion of their stated terms since the ~~District's District's~~ wholesale customers and their retail customers have built water distribution systems, homes, businesses and other public and private improvements in reliance on the long-term availability of SWP water from the District. Before entering into new Term M&I Agreements or other contracts with new customers, it is the ~~District's District's~~ policy to carefully consider whether any SWP water under the KCWA Contracts, surplus to the anticipated long-term needs of the ~~District's District's~~ existing Term M&I and other contract customers, exists and will continue to exist during the entire duration of the new ~~customer's~~ ~~customer's~~ anticipated demand. In allocating its available water supply, the District will first meet the reasonable present and future needs of its existing M&I Term customers, other existing contract customers and existing agricultural customers. If and when such needs cannot be met, it is ~~District's~~ ~~the District's~~ policy that new customers, as a condition of service, shall provide the District with such additional water supply as needed to meet such ~~customer's~~ ~~customer's~~ long-term water requirements.

PART D. WATER SERVICE; APPLICATIONS; CONNECTION AND RECONNECTION CHARGES; DEPOSITS. Water service will be furnished in ~~accordance~~ accordance with the policy and rules herein

adopted and the connection and reconnection charges herein established, subject to all other provisions of these Rules and Regulations.

Section 1. District Service Policy: Domestic Use. It is the current policy of the District to act as a wholesaler of water and not as a retailer, i.e., to transmit such water and not to distribute the same. It shall be consistent with this policy to provide agricultural water service to users who connect at their own expense to the District's transmission facilities from time to time. Except for sales to "Exchangees" pursuant to the Amendment to Judgment in the Tehachapi Basin ~~ease¹case¹~~, the District will provide M&I water service only to: (a) entities or persons constituting recognized public purveyors, including public agencies, public utilities under the jurisdiction of the Public Utilities Commission, and mutual water companies; ~~(b) entities or persons and improvement districts, whether of this District or other public entities, established to furnish water service to the public; (b) existing M&I customer connections~~ for industrial and other non-domestic uses; and (c) for agricultural direct use but for ultimate M&I use under an approved exchange agreement. ~~Included in(a) above shall be improvement districts, whether~~ Except for existing M&I customers of this District ~~or other public entities, established to furnish, the District will not provide M&I water service to the any non-public entity or person for use within the service area of any public purveyor.~~ Transmission facilities additional to those now provided for may be provided by the District from time to time in the discretion of the Board, and it shall be in the discretion of the Board to determine whether and to what extent any particular proposed facility is a transmission facility.

Section 2. Point of Service. Except as additional ~~turnouts~~ turnouts are authorized by the Board, all services shall be from existing turnouts, and from the turnout as determined by the General Manager after consultation with the prospective water user.

Section 3. Preliminary Information; Past Due Amounts. Prior to filing with the District an application for service, the prospective water user shall furnish in writing to the District, on a form which the General Manager shall prepare, information from which the General Manager may determine the size of service required and the turnout at which service would be provided, any special facilities required to provide service, and whether the prospective water user or owner of the property on which the water will be used owes any past due charges of any kind to the District, or whether there is a lien on said property for any such charges. If there exists any such past due charges or lien, no application for service shall be accepted for filing unless such amounts, together with all interest, are first paid.

Section 4. Application. Each prospective water user ("applicant") must make an application for the service desired: substantially in the form attached as Appendix 2. Except where a water purveyor is the applicant, each application for service shall be jointly signed by all the persons constituting the owner of the property on which the water is to be used ("owner" collectively hereafter in these Rules and Regulations) and in the event the prospective water user is not the owner, by such owner and ~~prospective~~ prospective water user, and they shall all be jointly and severally liable for all water charges and other charges. Application shall be made at the District's office (presently located at 22901 Banducci Road, Tehachapi, California, 93561). Where the prospective water user is not the owner, the District's General Manager is given ~~discretion~~ discretion to waive such requirement that the owner sign, provided that the prospective water user shall provide a deposit equivalent to two (2) months' charges as estimated by the District's General Manager (which required deposit may be revised from time to time based on experience). If the prospective water user desires to have a refund of the deposit, he may do so by having a duplicate original of the application executed by the owner and by himself, and filing the same with the District. Each such application shall contain the following ~~information~~ information, in addition to such other information as may be provided for on said form by the General Manager: (1) Name and address of applicant; (2) Date of application; (3) Location of the premises upon which the water will be used; (4) Date service is requested to be commenced; (5) The purpose for which the water is to be used; (6) Prospective water user's mailing address, if different from the first address listed; (7) a copy of the vesting deed shall be

¹ Tehachapi-Cummings County Water District v. City of Tehachapi, etc, et al., Kern County Superior Court Case No. 97210.

- attached; (8) The turnout from which service is requested, which shall be as determined by the General Manager;
(9) The size service requested, which shall be as determined by the General Manager;

~~*Tehachapi-Cummings County Water District v. City of Tehachapi, etc, gJ al., Kern County Superior Court*~~
Case No. 92710.

and (10) as to M&I service, whether a Term M&I Agreement is desired. The ~~application~~ application shall be accompanied by all required charges required prior to the furnishing of service. Above the applicant's signature shall be contained the following in type or print of a size or style to fairly distinguish it from the remainder of the application:

"The undersigned applicant understands that upon approval of this application, ~~the~~ District will take steps toward installation of the necessary facilities for service. However, applicant understands that ~~the~~ District is not liable for any direct or consequential damages of any kind to applicant by reason of delay in the commencement of service. Applicant also understands that as a part of this service contract, it is subject to the Rules and Regulations for the Sale, Use and Distribution of Water as adopted by Resolution No. 13-09 of the Tehachapi-Cummings County Water District (the ~~"Rules and Regulations"~~), as the same may have been heretofore amended, or as the same may be hereafter amended, and to any successor Rules and Regulations as may be thereafter adopted, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Applicant acknowledges receipt of a copy of the Rules and Regulations. If this application results in a Term M&I Agreement, the provisions of said Term M&I Agreement will modify the provisions of this paragraph."

Section 5. Where New Turnout Required. If the applicant desires service from a point requiring construction of a new turnout, an application for service shall state the location ~~thereof~~ thereof. The application shall not be approved until the ~~Board has application is~~ approved by the ~~location of the new turnout~~ General Manager, and the estimated cost thereof, which amount shall be an additional ~~connection~~ connection charge which must be deposited prior to approval of the ~~application~~ application.

Section 6. Approval of Application. When all conditions precedent to entitlement to service have been met, the General Manager shall endorse approval on the application form and return one executed counterpart to the prospective water user. Where a Term M&I Agreement is to be executed, service shall not commence until such agreement is executed in two (2) counterparts by ~~the~~ District and the prospective water user.

Section 7. Separate Applications for Each Connection. A separate application shall be required for each separate service connection, but a delinquency by a water user as to any service connection shall constitute a delinquency as to all of the water user's connections. A reconnection for the same water user where service has been discontinued under Sections 2 through 4 of Part E shall not require a new application if reconnection is made within three (3) months of disconnection, and any owner who has signed the initial application shall remain responsible for charges.

Section 8. Connection and Reconnection Charges. The Board, by resolution, shall set connection and reconnection charges to recoup the full cost of each initiation of water service or ~~reestablishment~~ the re-establishment thereof.

Section 9. Connection or Reconnection, Pursuant to Exchange Pool Requirements Under Adjudications. To the extent that any water user is required by the Court in any of the ground water adjudications (Kern County Superior Court Case Nos. 92709, 92710 and 92711) to purchase water from ~~the~~ District in connection with the physical solution imposed by the Court under any exchange pool or similar arrangement, connection charges otherwise payable prior to connection or reconnection shall be paid by ~~the~~ District, except such reconnection charges as arise by reason of disconnection under Sections 2 through 4 of Part E.

Section 10. Lateral Distribution Lines Privately Financed. Lateral distribution lines, the cost of construction of which is paid for or substantially ~~at~~ paid for by a person or persons for service to specific property or

properties, when and as dedication thereof is accepted by this District, shall be accepted on the following condition:

"Water deliveries from said lateral distribution line for the benefit of properties other than the described property (the "described property" hereafter) shall not be permitted to the extent that use of the said line's capacity therefore would prevent the District from meeting reasonable beneficial demands for the described property. Nothing herein contained shall relieve grantors or their successors or the described property from the effect of any ordinance, rule or regulation of ~~District~~the District, now or hereafter established, relating to scheduling of deliveries, interpretability of service for one or more types of use or sub-categories of a use or uses, handling of shortages of water or shortages of water available for certain types of uses or sub-categories of uses, priority of one or more uses or sub-categories of uses or purposes, or any other ordinance, rule or regulation, whether or not of the same or a different type than any of the foregoing, provided the ordinance, rule or regulation is not solely occasioned by or applicable only to said lateral distribution line solely by reason of shortage of capacity occasioned by deliveries or desired deliveries of water there from to properties other than the described properties".

 The foregoing provisions shall not apply to lateral distribution lines financed through assessment districts or ~~improvement~~improvement districts, or if the offered dedication expressly provides that it is not subject to the foregoing and is accepted on that basis by the District. Nothing herein affects or purports to affect the powers of the District as Tehachapi Basin Watermaster under the judgment as amended from time to time in "~~Tehachapi~~"Tehachapi-Cummings County Water District~~District~~, a body corporate and politic, vs. *City of Tehachapi*, a municipal corporation, et al.", Kern County Superior Court No. 97210.

PART E. DISCONNECTION OF SERVICE. Disconnection of service may be made in the following instances, but shall not excuse the water user or owner from payment of all charges ~~otherwise~~otherwise payable.

Section 1. Disconnection at User's Request. Any

water user who desires service disconnected shall give at least one full business day advance written notice to the District (a business day being other than a District holiday or any Saturday or Sunday). A water user in addition to being responsible for water delivered to ~~him~~the water user shall be responsible for charges for any use of water from ~~his~~the water user's connection by any unauthorized person until the end of such one full business day following said written notice. Notwithstanding, when the District has knowledge that the water user has vacated the premises in question or has- otherwise permanently discontinued use of water, the District may make a disconnection.

Section 2. Disconnection for Non-Payment. The District may disconnect any water user's connection when any bill for water service rendered or other charge has become delinquent. The District shall not be required to apply any deposits on hand to avoid such disconnection. A delinquency as to any service connection shall be a delinquency as to all service connections of that water user under this section.

Section 3. Emergency Disconnection for Detrimental or Damaging Conditions. If a condition unsafe or hazardous to District facilities or water supplies is found to exist on the water user's premises, or if the use of water thereon is found to be detrimental or damaging to District facilities or water supply for any reason, including but not limited to, chemicals, fertilizers or other substances applied with or added to such water, or water ~~user's~~user's equipment, application, consumption, use and disposition of such water, the service may be disconnected without prior notice. ~~District~~The District will notify the water user of the reasons for the ~~disconnection~~disconnection and the corrective action to be taken by the water user before service may be restored.

Section 4. Disconnection for Failure to Comply with Rules and Regulations. The District may disconnect any water user's connection for any other failure to comply with these Rules and Regulations.

Section 5. Notice and Hearing. Prior to any disconnection of any water ~~user's~~user's connection, except an emergency disconnection under Section 3 of this part, the General Manager shall notify the water user in writing of the basis for the ~~Distriet's~~District's proposed action; the date the District proposes to disconnect the connection; that the water user, upon timely

request, may have a hearing before the Board to present any objections to the proposed District action; and the last date upon which the request must be received by the District. If the water user does not timely request a hearing before the Board, the District shall proceed to disconnect the connection. If the water user timely requests a hearing before the Board, the Board shall schedule the hearing at the next regular Board meeting, consider the objections of the water user, and make such decision as appears proper under all of the circumstances.

PART F. STATEMENTS. Statements for water charges shall be rendered as follows:

Section 1. Regular Statements. Statements for water delivered shall be mailed monthly on or before the tenth (~~0th~~^{10th}) day of the month with respect to water delivered the preceding month. However, late mailing shall not extend the dates hereafter set forth. All such statements are due and payable immediately, and become delinquent if not paid by the twenty-eighth (28th) day of the month, or if the same not be a District business day, by the next succeeding business day; provided, that as to a public entity water user, a statement shall not become delinquent if paid within twenty-one (21) days after the first regular or adjourned regular meeting of its governing body held after receipt of the billing. If service is discontinued prior ~~to~~^{to a} statement being mailed, it may likewise include charges for water furnished through date of discontinuance.

Section 2. Closing Statements. Closing statements, other than as provided above, shall be mailed promptly upon ~~discontinuance~~^{discontinuance} of service and shall be due and payable within fifteen (15) days after the date on which mailed, or the next succeeding District business day if such fifteenth (15th) day be not a ~~business~~^{business} day. If not paid within that time, they are delinquent.

Section 3. Water User's Obligation to Request Statement. If any water user has not received a statement or bill which should have been received by him under the foregoing rules, it shall be ~~his~~^{the water user's} obligation to timely obtain a duplicate statement from ~~the~~ District, and risk of loss in the mails shall not be the responsibility of ~~the~~ District.

Section 4. Meter Readings. Bills for water service will state the date on which read, the date of the last prior reading, the respective meter readings on those two (2) dates, the amount of the bill and the last day for payment before the same becomes delinquent, in addition to any other matters determined by the General Manager. Billings ~~will~~^{will} be based on meter readings. However, if there has been a substantial malfunction or failure of a meter, it shall be the responsibility of the General Manager to cause an investigation and to determine the estimated actual quantity used. Any supplementary statements rendered on account thereof shall be payable within a like period and with like consequences, as a closing bill, as provided in Section 2 of this part. If a previously over-billing has been involved, such amounts shall be credited or refunded, if ~~a~~ request for refund is made.

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PART G. ~~Delinquent Charges: Deposits: Liens: Actions to Collect.~~ DELINQUENT CHARGES; DEPOSITS; LIENS; ACTIONS TO COLLECT. In addition to and not in substitution of ~~the~~ District's other rights and remedies, the following provisions shall apply.

Section 1. Late Payment Charges. If any statement for water delivered shall become delinquent (~~See~~^{see} Part F) there shall be added to the other applicable charges interest at the ~~maximum~~^{maximum} rate ~~authorized by law~~^{of one percent (1%)} ~~per month~~, commencing with the date on which the same became delinquent, and an administration charge, which the Board hereby determines to be ~~reasonable~~^{reasonable} in relation to ~~the~~ District's anticipated costs, of Two Hundred Fifty Dollars (\$250.00) or ten percent (~~10~~ ¹⁰%) of the billed ~~amount~~^{amount} involved, whichever is ~~the lesser~~^{less}, ~~subject to the General Manager's discretion~~; in addition to any reconnection charges under Section 8, Part D.

Section 2. Deposits for Service. Any water user against whom late payment charges have accrued shall be required to make a deposit with ~~the~~ District in an amount equal to estimated charges for water for the highest two

(2) months of anticipated use in any calendar year, such amount to be determined in the discretion of ~~the~~ District's General Manager. Such deposit shall be maintained until the water user has timely paid all bills without delinquency, for a period of twelve (12) consecutive calendar months. Failure to pay any required deposit within ten (10) days of written notice thereof, where service has not theretofore been discontinued, shall be further ground for discontinuance of service by ~~the~~ District with reconnection charges as provided in Section 8, Part D. ~~The~~ District may, but is not required to, apply any deposit to outstanding amounts due and owing. When a deposit has been made, but is no longer required, the same will be refunded to the water user after

deduction of any charges or indebtedness to ~~the District which are due and owing, or applied against succeeding water bills.~~
~~Absent written direction as to the first alternative, District may apply the same to succeeding water bills.~~

~~District which are due and owing, or applied against succeeding water bills. Absent written direction as to the first alternative,~~
~~the District may apply the same to succeeding water bills.~~

Section 3. Unpaid Charges a Lien on Property. To the extent permitted by law, any unpaid charges, including connection charges and other charges, shall constitute a lien on the property of the water user as specifically provided by the County Water District Act (Water Code Section 31701.7). The District may record with the County Recorder a notice or "certificate" of any such lien and thereafter file suit to foreclose such lien in the manner provided by law.

Section 4. Actions to Collect. In the event any action is brought to collect any ~~of~~ unpaid charges, including connection and other charges, whether separately or apart from any foreclosure of lien, the District shall be entitled to recover, in addition to any such charges, its reasonable ~~attorneys~~attorney fees and court costs.

PART H. NON-LIABILITY OF DISTRICT; INDEMNIFICATION AND HOLD HARMLESS OF DISTRICT BY WATER USERS.

Section 1. Untreated Water - No Warranty. All water sold by the District will be untreated water. It shall be the ~~responsibility~~responsibility of the water user utilizing, serving or otherwise disposing of the same for human or animal consumption to cause such treatment thereof as may be required by any applicable law, rule or regulation for any such use and as may in addition thereto be necessary or desirable for any such use. The District expressly disclaims any warranty or representation of suitability for any of the above uses, and the water user shall assume full responsibility therefore. The water user shall provide any person to whom the water is otherwise sold or disposed of a copy of this section, unless such user shall have treated said water in accordance with all applicable laws, rules and regulations. No water user or other person shall serve water obtained directly or indirectly from the District in a domestic water system without first complying with all applicable laws, rules and regulations. There is further no warranty or representation ~~concerning~~concerning any use of delivered water as to content of dissolved or undissolved solids in the water, salts, or absence of impurities or foreign objects in any water delivered, nor as to the long or short-term effect on soils, pipes or fittings of utilization of water delivered.

Section 2. District Not Liable; Indemnifications. Notwithstanding the term "sale" or like terms in these Rules and Regulations, which may be used for convenience, any service of water to any water user is a water service agreement. Any such water user shall be required to and shall be deemed to have consented to accept water service at the location served subject to such conditions of pressure and service as may be provided from time to time, and such condition may be changed by the District's General Manager, consistent with these Rules and Regulations. The District, its Directors, agents, employees and independent ~~contractors~~contractors shall not be liable to any water user or any person to whom a water user provides water, directly or indirectly, for any claimed damage or expense occasioned from any of the following, whether or not occasioned by the concurrent or contributory negligence, actual or alleged, of the District or its Directors, agents, employees or independent contractors: quality or content of water, whether ~~relating~~relating to a matter specified in the preceding section or otherwise; delayed commencement or recommencement of service; interruptions of service; low pressure; high pressure fluctuations of pressure; shortage or insufficiency of supply; the control, carriage, handling, use, disposal or distribution of water delivered to a water user once it reaches a point beyond the facilities owned and operated by the District. Notwithstanding any provisions in these Rules and Regulations, any water service agreement is solely between the District and the applying water user (subject to liability of any co-signing owner), ~~notwithstanding~~notwithstanding that that water user may in ~~turn~~turn supply such water to others, and no provision in this agreement shall be deemed to make any other person a beneficiary, third party or otherwise, of any provision of said water service agreement, or to establish any contractual relationship between such other party and the District. It is the responsibility of the water user to provide terms and conditions as a part of any furnishing of water to others. Each water user shall indemnify and hold the District, its Directors, agents, employees and independent contractors harmless from any claims by any such other persons, whether from matters set forth in this section, or based on any other ground, and whether or not occasioned by the concurrent or contributory negligence, actual or alleged, of the District or its Directors, agents, employees or independent contractors.

~~contractors.~~

PART I. SERVICE CONNECTION FACILITIES INSTALLED BY DISTRICT;~~FACILITIES TO~~

FACILITIES TO BE INSTALLED BY WATER USER; PROTECTION OF DISTRICT FACILITIES. ~~The~~The following facilities will be installed and maintained by the District and water user respectively, subject to all other provisions of these Rules and Regulations.

Section 1. Installation by District. Upon approval of an application for service, payment of all required connection charges and execution by the District and water user of any other required agreement, the facilities to be installed by the District will ~~consist of any new turnout approved under Part D, Section 5 hereof, a mainline valve, propeller meter, manhole, all required pipe, fittings and couplings, and any and all~~ include such pipeline and appurtenances as determined by the General Manager. All such facilities to the boundary of District's permanent ~~said easement shall be the property of and be maintained by the District.~~

~~easement. The facilities may include, as determined by the General Manager, a manifold, secondary valve and a check valve. All such facilities to the boundary of said easement shall be the property of and be maintained by District.~~

Section 2. District's Assistance in Necessary Rights-of-Way and Easements. Notwithstanding any other provision of these Rules and Regulations, the District, under appropriate agreement approved by its Board, may acquire, either consensually or through condemnation proceedings, easements and rights-of-way for lateral or other lines to prospective water users who cannot otherwise obtain such easements and rights-of-way. Such water users will be required to bear all costs and expenses of easement acquisition and installation of facilities therein, which the District will own.

Section 3. Water User's Responsibility for Distribution System. The water user shall ~~provide his own~~ be responsible for the installation and maintenance of all facilities from the terminus of ~~District~~the District's facilities.

**PART J. CERTAIN USES OF WATER AND OTHER ACTS PROHIBITED;
RATES FOR**

PROHIBITED WATER USES. The following uses and acts are prohibited, and, for prohibited uses and acts, water rates shall be payable in accordance with the following.

Section 1. No Water to be Conveyed to Third Person Except by a Water Purveyor. No water user, except a water purveyor (being one regularly engaged in the business of distributing M&I water) shall, without the prior written consent of ~~District~~, sell or convey any water obtained from the District to any other person or permit any other person to obtain the same from water user's distribution facilities.

Section 2. Uses for Which Rates Have Not Been Established. No water user shall use or permit to be used any water obtained from the District for any use or category for which rates have not been established, or which requires the consent of the District where that consent has not been first obtained in writing. Each water user shall be absolutely responsible for the acts of its distributees in this regard.

Section 3. Unauthorized Connection or Reconnection. Only District personnel are authorized to connect or reconnect service. No other person shall do so.

Section 4. Charges and Rates for Violation. Any water user who violates any of the foregoing sections of this part, and any other person who violates Section 3 of this Part, or who bypasses a District meter, shall be deemed to have agreed to pay double the normal M&I rate, and in the case of a Section 3 violation, all charges which would otherwise be imposed for an authorized connection or reconnection. Nothing herein shall ~~preclude~~preclude the District from disconnecting. In the event of a by-pass of a District meter, it shall be presumed that such by-pass occurred immediately after the last meter reading, and that water has been taken twenty-four (24) hours a day each day thereafter at the

full rate of flow which the connection is capable of transmitting, and it shall be the burden of that person to demonstrate to the contrary. The General Manager in such event shall determine the amounts due and, payable from time to time and render a billing which is immediately due and payable.

Section 5. Only District Personnel to Operate or Control District Facilities. No person other than authorized District personnel shall operate, control or otherwise disturb any District water system equipment or facilities.

PART K. DISTRICT'S RIGHT IN WASTE, SEEPAGE AND RETURN FLOW. The District has and claims all right, title and interest in and to all return flow into any ground water basin within the District's boundaries resulting from water imported by the District, along with the right to later recapture or otherwise utilize the same, provided, however, the District does not claim title to return flow from imported water purchased by a public entity from the District which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated therefore by the District acting as Watermaster of any such basin. The District's claim extends to all return flow from water imported by the District, whether from spreading operations by the District, from waste or seepage before any delivery of water by the District, from waste or seepage thereafter, and from percolation after or as a result of use or reuse of imported waters by any water user or other person, except imported water purchased from the District by a public entity which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated by the District acting as Watermaster of any such basin. The District hereby expresses its intention to later recapture or otherwise utilize such return flow. Nothing herein shall prevent any person from engaging in drainage or other activities to protect his land or the use thereof from return flow which otherwise would injure or would threaten injury to the enjoyment or utilization of such land.

PART L. SHORTAGES. The District retains the right and power to later provide, consistent with any then applicable provisions of law, for priorities, restrictions, prohibitions and exclusions in the event of shortage or other emergency, including cessation or interruption of sale of water to particular users.

PART M. MANAGEMENT OF DISTRICT WATER SYSTEM; ACCESS. The following provisions apply to management of the District's system and access to lands of water users.

Section 1. Management - General Manager and Employees. Subject to the Board's overall control, the District's water system is under the exclusive management and control of the General Manager who is a person appointed by the District's Board to manage the affairs of the District pursuant to its direction. No other person except said General Manager or a person operating under his authority shall operate any of the facilities of the District's system. The General Manager shall supervise the activities of all District employees in connection with operation and maintenance of District's water system and all other activities of District. Any controversy between a water user and District shall be handled by the General Manager, or in his absence the employee designated by the Board to act for the District.

Any controversy between a water user and the District shall be handled by the General Manager, or in the General Manager's absence, the employee designated by the Board to act.

Section 2. Right of Access. The District employees authorized by the General Manager shall have reasonable access to lands and irrigation facilities within the District for the purpose of conducting District business which

may include the following: (a) Inspection of the lands upon which water delivered by the District is being applied for the purpose of determining water users' compliance with these Rules and Regulations or performing any function under these Rules and Regulations, including inspection and testing of any water meter; (b) Inspection, maintenance, repair or modification of facilities of the District's water system.

Section 3. Scheduling of Agricultural Water. When deemed necessary or desirable ~~by~~, the General Manager, ~~he~~ may schedule the delivery of agricultural water in such manner as ~~he~~ the General Manager deems ~~advisable~~ advisable.

PART N. DECISIONS OF GENERAL ~~MANAGER~~ MANAGER; APPEAL TO BOARD. In order to assure

fairness to water users, the following provisions are established relative to decisions of the General Manager and appeals there from.

Section 1. General Manager Decisions. Any person desiring to appeal a decision of the General Manager affecting that person as a water user or prospective water user shall first request that the decision be placed in writing and provided that person. It shall be the duty of the General Manager to promptly do so, who may also reduce any decision to writing without such a request.

Section 2. Appeals. If any such written decision ~~involves~~ involves the payment of any charge or amount of money, any appeal there from as hereinafter provided for shall not excuse the payment ~~when~~ when otherwise due and payable had there been no appeal. Provided that all such payments have been made to the District, the water user or prospective water user may file an appeal in writing to the Board within twenty (20) days after the written decision is deposited in the mails or personally delivered to the person affected, specifying the decision appealed from and the grounds of the appeal. The Board shall thereafter hear the evidence on the matter and make its determination in writing. Failure to timely pay any amount involved which becomes due and payable after the filing of the appeal but before hearing shall be deemed an abandonment of the appeal unless the Board should otherwise rule. Any such hearing shall be conducted as close as possible in accordance with normal rules of evidence, but the acceptance of inadmissible evidence shall not be grounds for voiding the decision of the Board. If any refund is then indicated it shall be promptly made, or if the water user or prospective water user so consents shall be credited against subsequent charges. If no appeal is filed within twenty (20) days after the written decision is mailed to the person or personally delivered to him, or any payment called for by said decision is not made concurrently with or before the filing of any such appeal, the decision of the General Manager becomes final and conclusive, unless for good cause shown the Board grants relief from any default in timely filing an appeal or making any payment otherwise due and payable under said decision.

PART ~~OO~~ O. SEVERABILITY; INTERPRETATION.

Section ~~1.1~~ 1.1. Severability. If any provision of these Rules and Regulations is determined to be invalid, it is the intention that the remainder of these Rules and Regulations shall not be affected thereby.

Section 2. Interpretation. In the event of any ambiguity in these Rules and Regulations or its application, the ~~Board's~~ Board's interpretation shall be final and conclusive.

PART P. SPECIAL RULES AND REGULATIONS GOVERNING ~~THE~~ THE USE OF RECYCLED WATER.

Section 1.1. Introduction. The District by contract with the California Department of Corrections & Rehabilitation (CDCR) will receive disinfected tertiary recycled water ~~("recycled water")~~ from

~~CDCR's~~CDCR's California Correctional Institution in Cummings Valley ~~("CCI")~~. The District intends to sell water for irrigation uses enumerated in and in accordance with subpart (a) of section 60304 of Title 14 of the California Code of Regulations. For any other recycled water uses in the future including, but not limited to, industrial processes and commercial, landscape or recreational impoundments, wildlife habitat, and groundwater recharge, the District shall submit additional plans and documents to the State of California, Department of Health Services and the Central Valley Regional Water Quality Control Board for review

and approval. These future recycled water applications will be evaluated on a case-by-case basis and shall be evaluated in accordance with the California Environmental Quality Act.

Section 1.2. Purpose. The purpose of these special recycled water rules and regulations is to promote the conservation and reuse of water resources and to ensure maximum public benefit from the use of ~~District's~~the District's recycled water supply by regulating its use in accordance with applicable federal, state and local regulations. These rules and regulations are also intended to be those required as a condition of issuing a master recycled water project permit pursuant to Water Code section 13523.11(b)(3) ~~of the Water Code.~~

Section 1.3. Policy. Recycled water supplies shall be used to the maximum extent possible for any approved beneficial use. This shall be accomplished through the beneficial use of recycled water in compliance with applicable federal, state and local regulations.

Section 1.4. Intent. The District shall provide recycled water wherever the District determines its use is economically and technically feasible and consistent with these rules and regulations and its contractual obligations to CDCR.

Pursuant to Water Code section 13523.11(b)(3), the establishment and enforcement of these rules and regulations shall govern the design, construction and use of recycled water distribution and disposal systems within the District.

It is further, the intent of these rules and regulations to be consistent with the following criteria:

- California Code of Regulations, Title 22, Division 4, Chapter 3, *Wastewater Reclamation Criteria*;
- California Code of Regulations, Title 17, Division 1, Chapter 5, Group 4, Articles 1 & 2;
- The State Department of Health Services (State DHS), *Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*;
- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada Section, *Guidelines for the Distribution of Non-Potable Water and Guidelines for Retrofitting to Recycled Water* or alternate measures that are acceptable to the State DHS.
- The General Waste Discharge Requirements for Landscape Irrigation Uses of

Municipal Recycled Water as Adopted by the State Water Resources Control Board.

Section 1.5. Scope. These special rules and regulations establish the requirements for recycled water use and the provision of recycled water service by the District to its customers. If there is any conflict between the provisions of these rules and regulations and the provisions of any of the documents incorporated by reference, the most stringent requirement will govern.

Section 1.6. Incorporation of Supporting Documentation. The following documents and programs, as may be amended hereafter, are incorporated herein and by this reference made a part hereof as though fully set forth:

- ~~A.~~ A. California Code of Regulations, Department of Health Services, Title 22, Division 4;
- ~~B.~~ B. Department of Health Services, “Manual of Cross-Connection Control/Procedures and Practices”
- ~~C.~~ C. California Code of Regulations, “Regulations Relating to Cross-Connections” (Title 17, Chapter 5, Subchapter 1);
- ~~D.~~ D. California State Water Resources Control Board, “General Waste Discharge Requirements for Landscape Irrigation Uses of Municipal Recycled Water”
- ~~E.~~ E. California-Nevada Section American Water Works Association “Guidelines for Distribution of Non-potable Water”

- F. F. California-Nevada Section American Water Works Association "Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water,"
- G. G. T-CCWD "Recycled Water Use Guidelines And Best Management Practices" (Sections 7.1-7.7).
- H. H. T-CCWD "Recycled Water Inspection And Monitoring Program" (Sections 8.1-8.6).
- I. I. All other Federal, State or local statutes, regulations, ordinances governing the distribution and use of recycled water.

Section 2.1. Definitions.

- A. "A. "Applicant". Party requesting a Recycled Water Service Connection and/or recycled water service from the District.
- B. B. "As-Built Drawings". Engineered drawings that depict the completed facilities as constructed or modified.
- C. C. "Backflow". A condition that results in the flow of water into District pipelines from a source other than an approved water supply.
- D. "D. "Board". The Board of Directors of Tehachapi-Cummings County Water District.
- E. E. "Cross Connection". Any unapproved and/or unprotected connection between a standard District water system and a non-potable system.
- F. F. "Customer/User". Recipient of recycled water service from the District.
- G. G. "District". Tehachapi-Cummings County Water District and/or the Staff thereof.
- H. "H. "Service Connection". The ~~District's~~District's valve and meter through which a customer takes delivery from the District of recycled water.
- I. "I. "Recycled Water". Disinfected tertiary treated recycled water as defined in section 60301.230 of Title 14 of the California Code of Regulations.
- J. "District's Standard Rules and Regulations." The Rules and Regulations for the sale, use and distribution of water, of which theses special regulations for recycled water are a part (Part P), as adopted by Resolution No. 13-09, and as may be amended in the future.

- K. “Non-Potable Water”.** Water that is not acceptable for human consumption in conformance with federal, state and local drinking water standards.
- L. “Off-Site Recycled Water Facilities”.** Facilities under the control of the District from the source of supply (CDCR) to the point of connection to the ~~customer's~~customer's on-site facilities normally up to and including the Service Connection.
- M. “On-Site Recycled Water System”.** The customer operated portion of the recycled water system facilities, extending from the Service Connection to the ~~customer's~~customer's parcel to be provided with recycled water service and including recycled water system facilities on the parcel to be irrigated with recycled water.

- ~~recycled water system facilities on the parcel to be irrigated with recycled water.~~
- ~~N.~~ N. **"Potable Water".** Water which conforms to the latest federal, state and local drinking water standards.
- ~~Q.~~ O. **"Recreational Impoundment".** A body of water used for recreational activities including, but not limited to, fishing, boating, and/or swimming.
- ~~P.~~ P. **"Recycled Water Agreement".** An executed contract between the District and the customer, as a condition for obtaining recycled water service.
- ~~Q.~~ Q. **"Regulatory Agency".** Individually, or in concert, the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Central Valley Regional Water Quality Control Board, State Water Resources Control Board, State Department of Health, California Department of Fish and ~~Game~~, the Kern County Department of Environmental Health Services, and the District.
- ~~R.~~ R. **"Standard District Water".** Water, other than recycled water, supplied by the District.
- ~~S.~~ S. **"Unauthorized Discharge".** Any release of recycled water that violates the provisions of these rules and regulations or any applicable federal, state, District, or local statutes, regulations, ordinances, contracts or other requirements.
- ~~T.~~ T. **"Use Area".** The specific area designated to be served recycled water through on-site recycled water facilities.

Section 3.1. Off-Site Recycled Water Facilities and Service Connections.

- ~~A.~~ A. Off-site recycled water facilities and Service Connections shall be planned, furnished and installed by ~~the~~ District at ~~customers'~~ customers' expense in accordance with applicable federal, state and local statutes, ordinances and regulations.
- ~~B.~~ B. The District reserves the right to determine the location, size, capacity, manufacturer and model(s) of off-site recycled water facilities and Service Connections.
- ~~C.~~ C. Requests for modification or relocation of an existing Service Connection shall be made to the District in writing and paid for in advance before the District will begin the involved work.
- ~~D.~~ D. The District reserves the right to limit the use area to be supplied by one Service Connection to one customer. A Service Connection shall not be used to supply adjoining property of a different customer unless approved by the District, in writing in advance of any new use.
- ~~E.~~ E. Every Service Connection shall be equipped with a valve on the inlet side of the meter to control the water supply through the meter assembly.

~~F.~~ F. District ownership and maintenance responsibilities terminate at the valve on the ~~user's~~user's side of the meter assembly.

~~G.~~ G. The standard District water supply system or any public water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of sections 7602(a) and 7603(a) of Title 17 and the approval of the District or the operator of the public water system has been obtained. If a ~~"Swivel-ell"~~ type connection is used it must be used in accordance with the provisions of the Department of Health Services Policy Memo 2003-003. Approved backflow prevention devices shall be provided, installed, tested, and maintained by the recycled water user in accordance with the applicable provisions of Title 17, Division 1, Chapter 5, Group 4, Article 2.

Section 3.2. On-Site Recycled Water Facilities.

- ~~A.~~ A. Each customer shall be responsible for furnishing, installing, operating and maintaining all facilities necessary to convey water from the meter assembly at the Service Connection to the use area in a manner that does not harm or damage any person or property, including any employees or property of the District.
- ~~B.~~ B. On-site recycled water facilities shall be constructed in accordance with applicable federal, state and local statutes, ordinances and regulations.
- ~~C.~~ C. The District shall inspect the construction of all recycled water facilities to ensure compliance with applicable regulations.
- ~~D.~~ D. The District shall approve irrigation system schedules of its customers who shall be obligated to coordinate the scheduling of their irrigation demand among themselves so that all of the ~~District's~~District's customers receive their share of recycled water supplied by CDCR to the District in an efficient manner. The District shall have the right to impose schedules upon its recycled water customers if the customers fail to agree.
- ~~E.~~ E. On-site recycled water facilities shall be tested under active conditions in the presence of the District inspector and most likely a representative from the State DOHS, ~~Kern~~Kern County Department of Environmental Health Services, Central Valley Regional Water Quality Control Board or other regulatory agency to ensure compliance with local, state and federal conditions.

Section 3.3. Conversion of Existing Facilities.

- ~~A.~~ A. Conversion of Existing Facilities to Recycled Water Use. Prior to the conversion of an existing irrigation system to recycled water use, the District at the ~~customer's~~customer's expense shall, at a minimum, review the record drawings, prepare required reports, and determine the measures necessary to bring the system into full compliance. No existing irrigation facilities shall be converted to, or incorporated into, a recycled water system without proper testing and approval by District and/or other regulatory agencies.

Section 3.4. Marking Water Facilities.

- ~~A.~~ A. The exposed portions of the ~~customer's~~customer's recycled water piping and appurtenances shall be clearly identified in accordance with local and health department requirements. The method of identification shall be clearly detailed on all plans, specifications, and engineering reports.

- ~~B.~~ B. Water meters used for recycled water service shall not be used for any other water service.

Section 3.5. Cross-Connection Prevention.

- ~~A.~~ A. Backflow Assembly. Backflow assemblies are required at every recycled water service connection and at every back up connection between a customer recycled water system and the standard District water system or with any public system. The customer, at ~~his/her~~ the customer's sole expense, shall install, test, and maintain an approved backflow assembly in accordance with Title 17 of the California Code of Regulations as a prerequisite to receiving recycled water service.

Any backflow prevention device installed to protect the standard District water system or other public water system shall be tested, inspected, and maintained in accordance with section 7605 of Title 17, California Code of Regulations.

- ~~B.~~ B. System Testing. As required by the State Department of Health Services or the regulatory agency, the District will periodically conduct a cross-connection control test of the integrity of the on-site recycled water system at those facilities having both standard District water service or other public water service and recycled water service. Methods of system testing include, but may not be limited to: 1) isolating each system in ~~turn~~ turn and recording the internal pressure of the isolated system; or 2) introducing tracer dyes into the system to determine existence of backflow into the standard District or other public water system. The recycled water system shall be tested as described above for possible cross connections at least once every four (4) years.

- ~~C.~~ C. The District shall provide adequate notice prior to conducting a cross-connection control test to the State Department of Health Services and any other regulatory agency requesting notice.

- ~~D.~~ D. The cost of testing and any repairs or corrections identified during the testing shall be paid for solely by the customer.

Section 4.1. General Statement. The District shall provide recycled water where the District determines recycled water is technically and economically feasible. However, each use must be approved on a case-by-case basis. Determination of the specific uses shall be in accordance with the treatment standards and water quality requirements set forth in Title 22, Division 4, Chapter 3 of the California Code of Regulations and to preserve the public health. Each use shall, in addition, be subject to the availability of distribution facilities or the technical and economic feasibility of making such facilities available, as determined by the District. ~~—~~

Section 4.2. ~~District's~~ District's Liability. The District is not responsible for any condition of the recycled water itself, or any substance that may be mixed with or be in recycled water as delivered to any customer,

except as required by Title 22 and applicable regulations. The District shall not be liable for any damage from recycled water, including that resulting from inadequate capacity, interrupted service, defective plumbing, broken or faulty services, or recycled water mains; or any conditions beyond the control of the District. All users shall accept the pressure provided at the location of the Service Connection and hold the District harmless from any and all liability, damage, loss, costs, fees or expenses of whatever type or nature, arising from low pressure or high pressure conditions, or from interruptions of service.

Section 4.3. Conditions of Service. Recycled water service will be made available to the customer in accordance with the following terms and conditions:

- ~~A.~~ A. Compliance with Regulations. The ~~District's~~District's recycled water shall be used in a manner that complies with all applicable federal, state, and local statutes, ordinances, regulations and other applicable requirements for the treatment level supplied, as determined by the District.

The use of recycled water shall not, at any time, cause pollution, contamination, or a private or public nuisance, as defined by section 13050 of the California Water Code. Recycled water shall be used by customers at all times in a manner that does not cause illness or injury to any person and in a manner that does not harm or damage any real or personal property of any person or entity, including the District. Customers shall not discharge recycled water into any watercourse unless Waste Discharge Requirements for such discharge have been previously obtained by the customer from the Central Valley Regional Water Quality Control Board.

- ~~B.~~ B. Studies and Reports. The cost and preparation of any study or report necessary to comply with the California Environmental Quality Act (CEQA) or ~~obtaining~~obtain any permit or other approval required from a regulatory agency shall be the responsibility of the applicant.

- ~~C.~~ C. Service Constraints. All service is contingent on the quantity and quality of recycled water available to the District from CDCR at CCI and shall be provided in accordance with the terms of the Agreements between the District and CDCR and between the District and the customer.

- ~~D.~~ D. Distribution. The District reserves the right to control and schedule distribution as necessary to: 1) maintain an acceptable working pressure; 2) safeguard the public health; 3) manage the availability of recycled water supply to each of the ~~District's~~District's customers; and 4) construct, maintain, and operate the facilities.

- ~~E.~~ E. Deliveries. Deliveries (or runs) of recycled water shall, in no event, be less than 15% or more than 100% of the rated capacity (as determined by the District) of the involved meters.

- ~~F.~~ F. Metering. All recycled water use shall be metered, and all recycled water used on any premises where a meter is installed must pass through a meter. Customers shall be held responsible and charged for all recycled water passing through the meter(s), unless otherwise specified by the District.

- ~~G.~~ G. Best Management Practices. Each applicant must demonstrate its ability to comply with the Recycled Water Use Guidelines and Best Management Practices (Sections

~~7.1.1~~ ~~7.1.6~~ hereafter), including, but not limited to, an adequate reuse system, including adequate tailwater ponds and recycling pumps.

H. Scheduling.

1. On or before November 15 of each year, each customer shall advise the District in writing whether the customer intends to use recycled water during the following calendar year, and provide an estimate of the quantity of recycled water that the customer will need that year. Only customers that so advise the District prior to November 15 in any year will be entitled to receive recycled water during the following year.
2. On or before February 1 of each year, each customer shall provide the District in writing a firm order for recycled water and a monthly delivery schedule specifying the quantity of recycled water the customer requests to be delivered during each month of the year. This order and delivery schedule will obligate the customer to take the full ordered quantity of recycled water during the year if such quantity is available. If a customer fails to provide such a written order and delivery scheduled by February 1 in any year, the District may conclude that the customer does not have any demand for recycled water in that year and will not have any obligation to deliver any recycled water to the customer during the year.
3. Based on the terms of each Recycled Water Agreement and the annual orders and monthly delivery schedules provided to the District on or before February 1 of each year, the District will determine the quantity of recycled water that the District can make available to each customer for the year. On or before February 28th of each year, the District shall notify each of its recycled water customers of the estimated amount of recycled water that the District anticipates will be available for delivery to the customer in the year. Periodically thereafter, the District shall provide updated estimates as quantities of recycled water available from CDCR are revised.
4. If a customer fails to take delivery of the full quantity of recycled water that it orders in a given year, such failure will be grounds for suspension or termination of recycled water service if this failure results in the waste of recycled water. If a customer underestimates its recycled water demand in its order provided on or before February 1, the District will deliver recycled water to the customer in excess of the quantities ordered and scheduled to the extent the District can do so while meeting the demands of other customers.

Section 4.4. Request for Service.

~~A.~~ A. Application. All requests for recycled water service must be made by the applicant completing and signing the appropriate District application form. Upon receipt of an application, the District will review the application and may prescribe requirements and conditions in the ~~District's~~District's sole discretion, in writing to the applicant as to the off-site and on-site facilities necessary to be constructed, the manner of connection, the financial responsibility, and the use of the recycled water. Prior to receiving recycled water service, the proposed use shall be approved by the District and any other regulatory agency which asserts jurisdiction to approve the proposed use. The District will inspect on-site recycled water facilities to assure initial and future continued compliance with the ~~District's~~District's regulations and other applicable requirements.

~~B.~~ B. Recycled Water Use Agreement. Upon approval of the application by the District in

its sole discretion, and issuance of all required regulatory agency permits, a Recycled Water Agreement shall be executed between the District and customer authorizing the applicant to receive recycled water service subject to the terms and conditions of these rules and regulations and federal, state, and local regulatory agencies rules and regulations. Such agreement shall include, but not be limited to, the property location, quantity of recycled water to be used, permitted uses, and rate to be charged for the recycled water. Such agreement shall require any customer before applying recycled water to any land the customer does not own to supply to the District the ~~landowner's~~landowner's consent on a form be supplied by the District.

Section 4.5. Disputed Recycled Water Bills. The District will investigate any dispute over the correctness of a recycled water bill. Bills reflecting clerical or meter errors shall be adjusted, taking into consideration the volume of business, seasonable demand, and any other factors that may assist in determining an equitable charge.

Section 4.6. Non-Registering Recycled Water Meter. When a meter is found to be out of order, the charge for water will be based on, at the option of the District, either the average monthly consumption for the preceding months during which the meter is known to have registered correctly, or the consumption as registered by a ~~"substitute meter"~~"substitute meter". Consideration will also be given to volume of business, seasonal demand and any other factors that may assist in determining an equitable charge.

Section 4.7. Wholesale Recycled Water Service. Wholesale recycled water service to another water agency shall be specifically dealt with in a special agreement, by and between the involved water agency and the District covering the terms and conditions for service.

Section 4.8. Discontinuance of Service.

~~A.~~ A. Turn-off At ~~Customer's~~Customer's Request. A customer may request that service be discontinued, either temporarily or permanently, only if permitted and in the manner provided in the Recycled Water Agreement.

~~B.~~ B. Turn-off by the District. The District may discontinue a ~~customer's~~customer's service for

any of the reasons set forth in Part E of the ~~District's~~District's Standard Rules and Regulations and for the following additional reasons:

- ~~1.~~ 1. Water Quality. Service may be discontinued if CDCR discontinues recycled water deliveries to the District for any reason or, at any point in the ~~District's~~District's distribution system, the recycled water does not meet the requirements of the District or any regulatory agency. Service will, in the latter case, be restored at such time as recycled water again meets the requirements of regulatory agencies.
- ~~2.~~ 2. For Non-Compliance With Terms & Conditions Contained in ~~District's~~District's Recycled Water Agreement. The ~~customer's~~customer's failure to comply with any of the terms and conditions contained in the ~~District's~~District's standard recycled water agreement shall result in an enforcement action. The District shall have the right to enforce the agreement by any method provided in the agreement or by any applicable federal, state or local law, rule or regulation.
- ~~3.~~ 3. For Non-Compliance With Regulations. Service may be suspended or terminated in the manner provided herein at any time the ~~customer's~~customer's operations do not conform to these special rules and regulations as determined by the District in its sole discretion. Where safety of water supply or public health is endangered, or regulations have been violated, service may be suspended immediately without notice. Otherwise, all defects noted shall be corrected within the period of time specified by the District.
- ~~4.~~ 4. For Waste or Misuse of Water. In order to protect against ~~serious and negligent~~ waste or misuse of recycled water, the District may suspend service if such wasteful practices ~~or misuses of recycled water~~ are not remedied after notice to such effect has been given to the customer. Because failure to take the full quantity of recycled water ordered for the year will likely result in the waste of recycled water, the District may suspend or terminate service if the customer does not take delivery of the full quantity of recycled water the customer ordered for that year.
- ~~5.~~ 5. For Unauthorized Use of Recycled Water. When the District has discovered an unauthorized use, the service may be suspended without notice. Any person obtaining recycled water without District approval will be liable for a penalty charge, as set forth in Part J of these Rules and Regulations. The District shall, as appropriate, notify the State Department of Health Services and the ~~Kern~~Kern County Department of Environmental Health Services of such unauthorized use. Repeated unauthorized usage shall be considered as tampering with District property and may result in the offender being charged and prosecuted.

Section 4.9. Re-Establishment of Service. The District shall have the right to refuse to re-establish service following termination of service for violation of these provisions or any Recycled Water Agreement. Any request to re-establish service subsequent to the termination of recycled water service shall be in the manner prescribed for initially obtaining recycled water service from the District, which may include the collection of a security deposit, as set forth in Part G of these Rules and Regulations.

Section 4.10.— Special Rules Pertaining to Use of Recycled Water in ~~the~~ Cummings Basin.

- ~~A.~~ A. No recycled water shall be used in the Cummings Basin north and west of the South Quarter ~~Corner~~Corner of Section 25, T.32S., R.~~3-E31E.~~3-E31E., M.D.B.&M., that is, west of Pellisier Road [County Road No. 241] and north of the westerly extension of Highline Road.
- ~~B.~~ B. Customers using recycled water to irrigate crops (including turf grass) in the Cummings Basin as a condition of receiving recycled water for irrigation shall elect to participate in the Southern San Joaquin Valley Water Quality Coalition, ~~Kern~~Kern River Sub-Basin. The District shall establish a surface water quality monitoring station in Chanac Creek at the eastern boundary of Parcel Map No. 4117 subject to approval of the Central Valley Regional Water Quality Control Board, and shall take and analyze samples collected therefrom when and as may be required by the Regional Board as part of any WDR Conditional Waiver Program.
- ~~C.~~ C. The District shall monitor Cummings Basin groundwater quality on a monthly basis by taking and analyzing samples from Well No. 36C2 near the Northwest ~~Corner~~Corner of Section 36, T.32S., R.~~3-E31E.~~3-E31E., M.D.B.&M., commonly referred to as "~~SSCSD's~~"SSCSD's Cummings Valley Well No. ~~1.~~1." Analyses of such samples shall be public documents, available to inspection and copying by members of the public.
- ~~D.~~ D. Customers in the Cummings Basin shall not discharge recycled water into Chanac Creek or any other water course except pursuant to Waste Discharge Requirements issued by the Central Valley Regional Water Quality Control Board. Any such discharge shall be grounds for termination of the Recycled Water Agreement between the customer and the District.
- ~~E.~~ E. Customers using recycled water to irrigate crops in the Cummings Valley shall demonstrate to the ~~District's~~District's satisfaction that their recycling systems, including tailwater ponds and pumps, are sized, constructed, located and maintained such so as to preclude any accidental overflows or discharges to adjoining lands or Chanac Creek. Customers shall grant the District the right to position mobile diesel pumps at tailwater ponds for emergency back up operation by customers in the event a ~~customer's~~customer's pump fails. All costs of operating District mobile diesel pumps shall be promptly reimbursed by the customer. At a minimum, the District shall install a mobile diesel pump at any tailwater pond which has overflowed in the previous five years.
- ~~F.~~ F. As used herein, "~~Cummings Basin~~" shall mean all the land overlying the Cummings Valley Groundwater Basin and all non-overlying lands within the Cummings Valley Watershed as defined in Findings of Fact and Conclusions of Law in ~~Kern~~Kern County Superior Court Case No. 97210.

Section 5.1. On-Site Facilities. Customer shall operate, maintain and control all on-site recycled water facilities in accordance with the requirements established by District, federal, state, and local regulatory agencies. It shall be the sole responsibility of the recycled water user to:

- ~~A.~~ A. Designate a recycled water supervisor who is responsible for the recycled water system at each use area under the ~~user's~~user's control. Specific responsibilities of the recycled water supervisor include the proper installation, operation, and maintenance of the irrigation system;

compliance of the project with the ~~District's~~District's rules and regulations, prevention of potential hazards, implementation of Best Management Practices and preservation of the recycled water distribution system in its "as built" form. Designated recycled water supervisors shall obtain instruction in the use of recycled water from an institution approved by the State DOHS.

- ~~B.~~ B. Maintain a copy of these rules and regulations, irrigation system layout map, and a recycled water system operations manual at the use area. These documents shall be available to operating personnel at all times.
- ~~C.~~ C. Ensure that all on-site operations personnel are trained and familiarized with the use of recycled water.
- ~~D.~~ D. Furnish its operations personnel with maintenance instructions, irrigation schedules, controller charts, and record drawings to ensure proper operation in accordance with the on-site facilities design, the Recycled Water Agreement, and these rules and regulations.
- ~~E.~~ E. Prior to the initiation of recycled water service, the recycled water user shall submit plans and specifications for recycled water distribution facilities to the District for review and approval.
- ~~F.~~ F. The recycled water user shall provide written notification, in a timely manner, to the District of any material change or proposed change in the character of the use of recycled water.
- ~~G.~~ G. Ensure that the design and operation of ~~customer's~~customer's recycled water facilities remain in compliance with all the terms of the Recycled Water Agreement and all the terms of these rules and regulations.
- ~~H.~~ H. Implement on-site controls, which meet the requirements established by the District, federal, state, and local regulatory agencies to protect the health of ~~customer's~~customer's employees and the public.
- ~~I.~~ I. Notify the District immediately of any and all failures in the system resulting in an unauthorized discharge or a contamination of another system due to a cross-connection on the premises. Customer complaints or complaints received by customers concerning recycled water use that may involve public illness shall be reported to the State ~~DOHS~~DOHS, the ~~Kern~~Kern County DEH, and to the District which shall maintain a log of all complaints regarding recycled water.
- ~~J.~~ J. Protect all recycled water storage facilities, including tailwater ponds, against erosion, overland runoff, and other impacts resulting from a 20-year, 24-hour frequency storm unless the Central Valley Regional Board Executive Officer approves relaxed storm protection measures for the facility.
- ~~K.~~ K. Protect all recycled water storage facilities against 20-year frequency peak stream flows as defined by the Flood Plain Management Division of the ~~Kern~~Kern County Engineering and Survey Services Department, unless such division approves relaxed storm protection measures for the facility.

- ~~L.~~ L. Protect all potable drinking water fountains and eating facilities from spray of recycled water.
- ~~M.~~ M. Ensure that the recycled facilities are operated at all times in full compliance with all federal, state, local and District recycled water requirements.
- ~~N.~~ N. Ensure that all recycled facilities are operated at all times in a manner that does not result in a discharge of recycled water into a watercourse, or cause illness or injury to any person or damage any real or personal property of any person, including the District.

Section 5.2. District Recycled Water System Facilities.

- ~~A.~~ A. Ownership, operation and maintenance of all recycled water system facilities up to, and including, the ~~District's~~District's valve meter assembly at the Service Connection, shall be the responsibility of the District.
- ~~1.~~ 1. Tampering with District Property. No person shall at any time tamper with District property. Such tampering constitutes a misdemeanor or felony criminal violation punishable by law. Only authorized District personnel may operate District facilities. A customer may operate District recycled water facilities only if expressly authorized in a Recycled Water Agreement.
- ~~2.~~ 2. Unauthorized Use of Recycled Water. Customers who open the valve of a Service Connection without District approval may be liable for a penalty charge, as determined by the District, and for the cost of water usage, based either on the meter reading (if available) or the estimated consumption during the time water service was received without proper arrangements. Repeatedly turning on service without making proper arrangements shall be considered as tampering with District property and may result in the offender being charged and prosecuted.
~~offender being charged and prosecuted.~~
- ~~3.~~ 3. Use of Recycled Water on Non-Approved site. Use of recycled water on a site that has not been approved for the use of recycled water requires the immediate notification of State ~~OOHSDOHS~~ and/or Kern County DEH and/or Central Valley Regional Water Quality Control Board.
- ~~3.~~ 4. Property Damage. Any repair costs incurred by the District as a result of damage inflicted by the customer or others will be billed to the responsible party. Failure by the responsible party to pay for such costs shall constitute grounds for discontinuance of water service and/or legal action by the District. Amounts paid by the District shall incur interest at ~~12%~~1 1/2% per month until paid in full.

Section 5.3. Access to ~~customer's~~customer's Premises.

- ~~A.~~ A. The ~~Tehachapi-Cummings County Water~~ District, the Central Valley Regional

Water Quality Control Board, the State ~~OOHSDOHS~~, the Kern County DEH, or any other regulatory agency, and any authorized representative of these agencies, upon presentation of proper credentials, shall have the right to enter upon the recycled water use site during reasonable hours, or at any time during an emergency, for the following reasons:

1. 1. Monitoring and inspecting all recycled water systems to ascertain compliance with these rules and regulations and other regulatory requirements of any regulatory agency.
2. 2. Installing, maintaining, repairing and reading District owned facilities serving the ~~customer's~~ customer's premises.

B. Where necessary, keys and/or lock combinations shall be provided to the District for site access.

Section 6.1. Termination of Service. ~~Tehachapi-Cummings County Water~~ The District may terminate service to a recycled water user who uses, transports, or stores such water in violation of these special rules and regulations, in violation of the ~~District's~~ District's Standard Rules and Regulations, or in violation of any Recycled Water Agreement with the District.

A. The Central Valley Regional Water Quality Control Board may initiate enforcement action against any recycled water user, including but not limited to, the termination of the reclaimed water service, who:

A.1. Discharges recycled water in violation of any applicable discharge requirement prescribed by the Regional Board or by the State Water Resources Control Board, or in a manner which creates or threatens to create conditions of pollution, contamination, or nuisance, as defined in Water Code section 13050.

2. Uses, transports, or stores such water in violation of the rules and regulations governing the design, construction and use of recycled water distribution and disposal systems promulgated by the District; or in a

~~B.~~ manner which creates or threatens to create conditions of pollution, contamination, or nuisance, as defined in Water Code section 13050.

Section 6.2. Investigation and Initial Determination. The District shall investigate all reports of non-compliance with any provision of these special rules and regulations and/or the Recycled Water Agreement to determine the seriousness of the violation. Determination regarding the seriousness will be based upon:

1) the magnitude and duration of the violation; 2) its effect on the operation of the ~~District's~~ District's recycled water system; 3) its effect on third parties; 4) its impact on public and environmental health and safety; 5) the history and good faith of the customer; and 6) its effect on ~~District's~~ District's compliance with regulatory agency rules and regulations or regulatory agency permit conditions.

Section 7.1. Recycled Water Use Guidelines and Best Management Practices. As a supplier of recycled water, the District must ensure that the ~~District's~~ District's customers are aware of their responsibilities regarding recycled water use. The following Sections 7.1.1 through 7.1.6 constitute the ~~District's~~ District's Recycled Water Use Guidelines and Best Management Practices ~~("BMP")~~. The BMP are consistent with those promulgated by the State of California Department of Health Services, in Title 17 and Title 22 of the California Code of Regulations. The

implementation of the BMP is essential in controlling soil erosion, over spray and ponding, promoting efficient irrigation practices and preventing discharged of recycled water offsite or into watercourses.

Section 7.1.1. General Operational Controls.

- ~~A.~~ A. The use of recycled water must be limited to the areas designated and approved by the District.
- ~~B.~~ B. All recycled water valves and outlets shall be properly tagged to warn the public and employees that the water is not safe for drinking.
- ~~C.~~ C. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively wrapped with purple tape in accordance with Chapter 7.9, section 4049.54 of the California Health and Safety Code.
- ~~D.~~ D. Where feasible, different piping materials should be used to assist in water system identification.
- ~~E.~~ E. All recycled water valves, outlets and sprinkler heads should be of a type that can only be operated by designated personnel.
- ~~F.~~ F. No recycled water shall be discharged into any watercourse.
- ~~G.~~ G. The recycled water piping system shall not include any hose bibbs. The use or installation of hose bibbs on any on-site water system that presently operates or is designed to operate with recycled water, regardless of the hose bibb style, construction or identification is strictly prohibited.
- ~~H.~~ H. No physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying standard District water. Backflow preventers shall be required at the discretion of the ~~district~~District.
- ~~I.~~ I. The use of recycled water shall at no time create odors, slime, deposits, become a public or private nuisance or create a trespass of any kind.
- ~~J.~~ J. The use area shall be maintained to prevent the breeding of flies, mosquitoes or other vectors.
- ~~K.~~ K. Reclaimed water facilities shall be operated in accordance with best management practices (~~BMP's~~BMP's) to prevent direct human consumption of reclaimed water and to minimize misting, ponding, and runoff. ~~BMP's~~ BMP's shall be implemented that will minimize public contact and preclude discharges onto areas not under customer control and discharges into watercourse.
- ~~L.~~ L. Customers shall ensure that all recycled water facilities are maintained, operated and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity, including the District.

Section 7.1.2. Posting of On-Site Notices. All use areas where recycled water is used and that are

accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches by 8 inches, that include the following wording and picture in a size no less than 4 inches high by 8 inches wide: "RECYCLED WATER - DO NOT DRINK". The sign(s) shall be of a size easily readable by the public. The prescribed wording should also be translated into Spanish and other appropriate languages and included in the required signs.

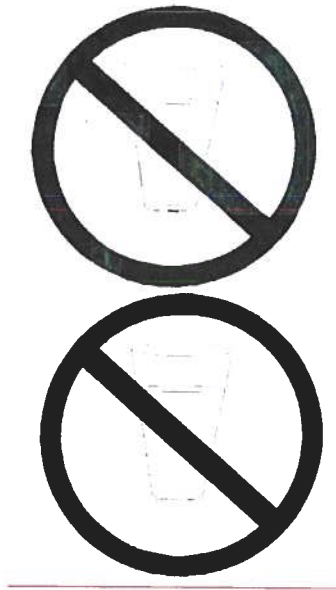


Figure 1

All water outlets shall be posted as "potable" or "non-potable", as appropriate

Section 7.1.3. Worker/Public Protection. Workers, residents, and the public shall be made aware of the potential health hazards associated with contact or ingestion of recycled water, and should be educated about proper hygienic practices to protect themselves and their families.

- ~~A.~~ A. Workers and others must be notified that recycled water is in use, through the posting of signs, etc.
- ~~B.~~ B. The following measures should be taken to minimize contact with recycled water:
 - ~~1.~~ 1. Workers/public should not be subjected to recycled water sprays.
 - ~~2.~~ 2. Workers should be provided with the appropriate clothing during prolonged contact with recycled water.
- ~~C.~~ C. Potable drinking water should be provided for workers.
- ~~D.~~ D. Toilet and washing facilities should be provided.

E. E. Precautions should be taken to avoid contact with food and food should not be taken into areas that are still wet with recycled water.

F. F. A first aid kit should be available on site, to prevent cuts and other injuries to

contact recycled water.

Section 7.1.4. General Crop Irrigation Uses. All windblown spray and surface runoff of reclaimed water applied for irrigation onto property not owned or controlled by the discharger or reclaimed water user shall be prevented by implementation of ~~BMP's~~BMP's.

Irrigation with reclaimed water shall be during periods of minimal human use of the service area. Consideration shall be given to allow an adequate dry-out time before the irrigated area will be used by the public.

All drinking fountains located within the approved use area shall be protected by location and/or structure from contact with recycled water spray, mist, or runoff. Protection shall be by design, construction practice, or system operation.

Facilities that may be used by the public, including but not limited to eating surfaces and playground equipment and located within the approved use areas, shall be protected to the maximum extent possible by siting and/or structure from contact by irrigation with recycled water spray, mist or runoff. Protection shall be by design, construction practice or system operation.

Section 7.1.5. Efficient Irrigation. The following methods of irrigation management should be applied to reduce run off, ponding and over spray and preclude discharges of recycled water to watercourses. When followed, these methods will result in uniform irrigation and efficient operation.

~~A.~~ A. Hardware.

All irrigation systems must have the appropriate equipment/hardware for the application.

- ~~1.~~ 1. Install irrigation system according to the design.
- ~~2.~~ 2. Make sure all sprinkler heads are uniform in brand, model and nozzle size. Where different arcs are needed at the same station, match precipitation rates by changing nozzles.
- ~~3.~~ 3. Measure spacing between sprinkler heads. Place heads per ~~manufacturer's~~manufacturer's recommendations.
- ~~4.~~ 4. Where lower precipitation rates are required, such as on slopes, reduce nozzle size and spray angle per ~~manufacturer's~~manufacturer's recommendations.
- ~~5.~~ 5. Install booster pumps to increase pressure where needed.
- ~~6.~~ 6. Install pressure reducers to decrease pressure where needed, often on steep hillsides where main lines run downhill.
- ~~7.~~ 7. Make sure piping is sized to transmit water in the quantity demanded by the system.
- ~~8.~~ 8. Use check valves either in-line or built into the sprinkler head assembly to virtually eliminate low head drainage after the valve has closed. THESE THESE DEVICES SUBSTANTIALLY REDUCE RUN OFF AND PONDING FROM

INDIVIDUAL SPRINKLER HEADS.

~~DEVICES SUBSTANTIALLY REDUCE RUN OFF AND PONDING
FROM INDIVIDUAL SPRINKLER HEADS.~~

- ~~9.~~ 9. Use automatic flow control devices that shut down a system if a break or other similar high flow/low pressure situation develops during irrigation. THESE DEVICES CAN SAVE SIGNIFICANT AMOUNTS OF WATER AND ELIMINATE RUN OFF OR PONDING IF A BREAK SHOULD OCCUR.
- ~~10.~~ 10. The use of centralized control systems or controllers that measure or can be programmed to use evaporation rates, or systems that use controls such as moisture sensors is recommended.

~~B.~~ B. Maintenance.

Maintenance is often the most overlooked irrigation system component. Perform the following routinely, and to fix a problem with the irrigation system.

- ~~1.~~ 1. Adjust sprinkler heads so they achieve 80% head to head coverage through out their intended arc. There should be no obstruction that would interfere with the free rotation and smooth operation of any sprinkler, such as trees, tall grass, shrubs, signs, etc. The system should be tested during the daytime so adjustments can be made.
- ~~2.~~ 2. Adjust valves or pressure regulators so that the systems are operating at the pressure required by the sprinkler heads or emitters. Test pressures periodically with a pressure gauge to maintain appropriate pressure levels.
- ~~3.~~ 3. Routinely test the accuracy of time clocks. Have the time clock recalibrated or repaired as necessary.
- ~~4.~~ 4. Repair or replace broken risers, sprinklers, valves, etc. as soon as they are discovered. Replace with appropriate make and model of equipment to maintain uniformity ~~through out~~ throughout the system.
- ~~5.~~ 5. Routinely check backflow devices, pumps, etc. for leaks and repair or replace as necessary.
- ~~6.~~ 6. Routinely clean screens and backwash filters to keep systems operating optimally.

~~C.~~ C. Management.

System management determines: 1) the appropriate duration of the irrigation cycle, and 2) the frequency at which irrigation occurs.

- ~~1.~~ 1. Duration: The duration or length of an irrigation cycle (run time) should be long enough to fill up the root zone reservoir. If total run times are longer than required, then deep percolation losses occur. There are

exceptions to this general rule. A common and important exception to this rule is to reduce levels of salts in the root zone reservoir. This is accomplished by applying additional water to force salts down past the root zone. This process, called leaching, is a common use of irrigation water. Run times are also dependent on distribution uniformity (DU). DU is a measurement of how evenly water is applied to the irrigated area. Run times are reduced by higher levels of DU.

~~2.~~ 2. Frequency: The frequency of an irrigation cycle should be as often as necessary to meet the water requirements of the vegetation. This is determined by measuring the amount of moisture remaining in the root zone reservoir between irrigation cycles. When an appropriate moisture level is determined, the irrigation cycles should be scheduled to ensure watering frequency is such to maintain that level.

~~3.~~ 3. Practices for optimizing management of an irrigation system:

- ~~a)~~ a) Use tensiometers, gypsum blocks, soil probes, the "feel method", and/or the California Irrigation Management Information System to estimate soil moisture levels. Inspect and maintain regularly to ensure accuracy and reliability.
- ~~b)~~ b) Use automatic rain shut-off devices to reduce irrigation if significant rainfall occurs.
- ~~c)~~ c) Use multiple rain shut-off devices to reduce ponding if precipitation rate is higher than the infiltration rate of the soil.
- ~~d)~~ d) Irrigate in the evening or early morning to avoid the heat and/or windy parts of the day. This will reduce evaporation losses and minimize windblown spray from entering unintended areas.
- ~~e)~~ e) Group irrigated areas into zones of similar water use. For example, irrigate grass areas separately from shrub areas, sunny areas separately from shady areas, etc.
- ~~f)~~ f) As needed, aerate the soil to improve infiltration of air and water into the soil.
- ~~g)~~ g) Provide as much flexibility as possible into the design of the irrigation system. Built in ability to make changes as necessary can add to the efficiency of the system.
- ~~h)~~ h) Perform good horticultural practices; fertilization, mowing, dethatching, aeration, and pest control, as necessary to create the best growing environment for landscape vegetation.

Because irrigation systems have constant wear and tear, periodic checks and adjustments are all part of good landscape water management programs.

~~D.~~ D. Reuse System and Tailwater Ponds:

- ~~1.~~ 1. Each customer shall have a system to collect and reuse tailwater, including tailwater ponds with recycling booster pumps of sufficient number, size, construction and location to (a) recycle all excess irrigation water for reuse, (b) contain and confine all irrigation water on the ~~customer's~~customer's fields and (c) preclude discharge of any recycled water onto adjoining lands or into any watercourse.
- ~~2.~~ 2. Each customer shall allow the District to position on those customer tailwater ponds the District selects District owned mobile diesel pumps to be operated by a customer as an emergency backup if a ~~customer's~~customer's recycling pump fails. At a minimum, the District shall position a mobile diesel pump on any tail water pond which within the previous five years has overflowed onto adjoining land or into a watercourse. The customer shall provide fuel for such pumps and shall promptly reimburse the District for any costs incurred by the District during emergency operation of such backup pumps.

Section 7.1.6. Use of Recycled Water Adjacent to Potable Wells.

- ~~A.~~ A. Irrigation with recycled water shall not take place within 50 feet of any domestic water supply well unless all of the following conditions have been met:
- ~~1.~~ 1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface.
 - ~~2.~~ 2. The well contains an annular seal that extends from the surface into the aquitard.
 - ~~3.~~ 3. The well is housed to prevent any recycled water spray from coming into contact with the wellhead facilities.
 - ~~4.~~ 4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well.
 - ~~5.~~ 5. The owner of the well approves of the elimination of the buffer zone requirement.
- ~~B.~~ B. No impoundment of recycled water shall take place within 100 feet of any domestic water supply well.
- ~~C.~~ C. Crop Irrigation with recycled water shall be prohibited within the Cummings Valley north and west of the intersection of Pellisier Road (County Road No. 241) and the western extension of Highline Road.
- ~~D.~~ D. Other special restrictions applicable to use of recycled water in the Cummings Valley and its watershed are set forth in section 4.11 of the ~~District's~~District's Rules and Regulations Governing Use of Recycled Water.

Section 8.1. Recycled Water Inspection and Monitoring Program. The Recycled Water Inspection and Monitoring Program set forth in the following Sections 8.1.1 through 8.1.5 is designed to insure compliance with all federal, state and local regulations governing the use of recycled water. The ~~District's~~ "District's "Rules and Regulations Governing the Use of Recycled Water"" provides the legal authority for the implementation of this Recycled Water Inspection and Monitoring Program. The key components of this program include the ~~District's~~District's Cross Connection Control Program. In addition, educational information may be provided by the ~~District's~~District's staff to prevent any unintentional misuse of recycled water.

Section 8.1.1. Plan Check Function. All new recycled water users proposing to install recycled water irrigation systems are required to submit plans for review and approval by the District and Regulatory Authority. Plan review is conducted by the ~~District's~~District's staff to verify conformance with District standards. The irrigation system is inspected following construction to verify conformance with the approved plans.

Section 8.1.2. Application for Service. The ~~District's~~ "District's "Rules and Regulations Governing the Use of Recycled Water"" requires all customers desiring or required to obtain recycled water service to submit an application on a form developed by the District. This provision also requires that an agreement be signed prior to any connection to any District owned recycled water facilities.

Section 8.1.3. Recycled Water Agreement. After review of the application for service, a recycled water service agreement is prepared. This agreement is between the District and the customer, and is a condition of obtaining recycled water service.

Section 8.1.4. Inspection and Monitoring. Recycled water meters are read periodically by District water operators, meter readers and other District personnel. If any problems are discovered (ponding, run-off, inappropriate use, over spray, missing signs, etc.), the Wastewater/Recycled Water Supervisor, or ~~his~~the Wastewater/Recycled Water Supervisor's designee, will respond within 72 hours. Any issues that have potential health risks will be responded to immediately and reported to the County Department of Environmental Health Services.

In addition, all recycled water users will be inspected a minimum of annually. This routine inspection is conducted to verify compliance with the provisions established in the ~~District's~~ "District's "Rules and Regulations Governing the Use of Recycled Water"" the Recycled Water Agreement, and any other federal, state or local regulations. The inspection will be conducted with the designated ~~"On-Site Recycled Water Supervisor"~~. Any violations, deficiencies, or unacceptable findings will be noted and the On-Site Recycled Water Supervisor will be required to perform corrective action.

Section 8.1.5. Non-Compliance Issues. It is the policy of the District to remedy a violation as soon as possible through progressive enforcement procedures. This procedure provides the customer due process, and considers the seriousness of the violation when determining the appropriate enforcement action.

Enforcement mechanisms (notices, penalties, fines and termination of service) are described in more detail in the ~~District's~~ "District's "Rules and Regulations Governing the Use of Recycled Water"". Enforcement mechanisms are also included in the ~~District's~~District's Recycled Water Agreements.

~~PART Q.~~

PART Q. WATER BANKING AGREEMENTS.

Section 1. Contents. Except in circumstances requiring other forms of agreement, as determined by the Board in its discretion, Supplemental Water Purchase and Banking Agreements both subsurface delivery of recharged SWP water and for spreading and later recovery and use of SWP water shall be substantially in form and content as set forth

in Appendix 3- to these Rules and Regulations.

Section 2. Policy Concerning Supplemental Water and Water Banking Customers. —Not all of the SWP facilities authorized and necessary for ~~the~~ DWR to deliver all of the KCWA's Table A entitlement under the Master Contract (and necessary for the KCWA to deliver all of the District's Table 1 entitlement under the KCWA Contracts) have been constructed. Court decisions adverse to the DWR water supply cast further uncertainty ~~as to~~ regarding the amount and dependability of the District's SWP water supply. Before entering into new Water Banking Agreements, Supplemental Water Purchase and Banking Agreements, or other contracts with new customers, it is the District's policy to carefully consider whether any SWP water under the KCWA Contracts, surplus to the anticipated long term needs of the District's existing Term M&I and other contract customers, exists and will continue to exist during the entire duration of the new customer's anticipated demand. In allocating its available water supply, the District will first meet the reasonable present and future needs of its existing M&I Term customers, other existing contract customers, and existing agricultural customers. If and when such needs cannot be met, it is the District's policy that new customers, as a condition of service, shall provide the District with such additional water supply as needed to meet such customer's long term water requirements.

Section 3. Substitute of Return Flows for Surface Deliveries. Provided that sufficient District return flows are in storage and pumping of same by District customers will not adversely affect other pumpers of groundwater exercising valid rights, the District in its discretion may allow customers to pump District return flows in lieu of imported water provided that such customers and the District execute a Supplemental Water Purchase and Banking Agreement substantially in the form and content as set forth in Appendix 4 to these rules and regulations.

PART R. RIGHT TO AMEND, ETC.; PROVISIONS PART OF EVERY WATER SERVICE AGREEMENT; CERTAIN OTHER CONTRACTS.

Section 1. Right to Amend. The District retains the right at any time and from time to time, with or without notice, to amend, repeal, or add provisions additional to, any provision in these Rules and Regulations, either by actual amendment hereof, or by successor Rules and Regulations and amendments thereto. Any such change, including but not limited to, increases in rates or re-categorization or uses for rate purposes, or any rule or regulation, shall apply to water service commenced theretofore or thereafter, except to the extent as may be provided in any Term M&I Agreement or other contract.

Section 2. Provisions as Amended Part of Water Service Agreements. Every provision of these Rules and Regulations, as the same may be changed from time to time, whether before or after the entering into of any water service agreement (whether by approval of application alone or by reasons of a Term M&I Agreement) shall be deemed a part of each such water service agreement, and without thereby limiting the foregoing, each water user and co-signing owner shall be deemed to have agreed to the District's right to waste, seepage and return flow as provided in Part K, and to have quitclaimed to the District any otherwise right, title or interest of water user therein.

Section 3. Incorporation of Provisions of the KCWA Contracts and Master Contract. Every water service agreement is also subject to the provisions of the KCWA Contracts as they may be hereafter amended, and to the extent provided or later provided therein, or otherwise by law, to the provisions of the Master Water Supply Contract between DWR and the KCWA, as the same may be hereafter amended.

ATTACHMENT "B"

TERM M&I AGREEMENT [For Existing Recharge Water Customers]

(Basin)

THIS AGREEMENT is entered into effective , 2026 (Effective Date), by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district ("~~District~~" hereinafter) and ("~~Water User~~" hereinafter).

A. Recitals:

RECITALS

(i) A. As provided in Part C of the ~~District's~~ District's Rules and Regulations, as amended from time to time (Rules and Regulations), it is ~~District~~ the District's policy to meet the present and future needs of its current Term M&I Agreement ~~Customers~~ customers from the ~~District's~~ District's State Water Project ("~~SWP~~") water (SWP Water) supply pursuant to the ~~District's~~ District's two water supply contracts with the ~~Kern~~ Kern County Water Agency ("~~KCWA~~") both dated December 16, 1966 (the "~~KCWA WATER SUPPLY CONTRACTS~~"). Water User for many years has had a Term M&I Agreement with the District, for M&I use as defined in District's Rules and Regulations, and wishes to enter into a further Term M&I Agreement, as herein provided. ~~To the extent any water taken by Water User qualifies for agricultural rates, the Rules and Regulations shall govern the same and this agreement shall be inapplicable thereto.~~

(ii) This is a "~~Term M&I Agreement~~," entered ~~into~~ pursuant to the Rules and Regulations, and does not govern Water User's purchase of agricultural water.

(iii) C. Pursuant to Part K of the ~~District's~~ District's Rules and Regulations, as amended, the District claims all right, title and interest in and to all return flows into any groundwater basin within the ~~District's~~ District's boundaries of water imported by the District, whether by means of waste, seepage or percolation before or after delivery, use or reuse, or from the ~~District's~~ District's intentional recharge of ~~IMPORTED WATER~~ imported water, including without limitation, SWP Water by the District in District spreading areas, together with the right to recapture and otherwise utilize same (all such return flows hereafter "~~RECHARGE WATER~~"). ~~Recharge Water~~".

D. Section 3 of Part C of the District's Rules and Regulations provides that the District in its discretion, may elect to allow retail purveyors having Term M&I Agreements with the District to pump Recharge Water in lieu of taking surface deliveries of SWP Water.

E. Water User ~~wishes~~ desires to reduce the cost of treating ~~IMPORTED WATER~~ SWP Water by substituting therefor ~~RECHARGE WATER~~ therefore Recharge Water to be pumped by Water User from the Basin.

(iv)

(v) F. In accordance with the longstanding holdings of the California Supreme Court (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.-2d 68, 76-77 and *City of Los Angeles v. City of San Fernando* (1975) 14 Cal. 3d 123, 257-261), and other holdings of the Courts, the District and the Water User have the right to recharge, store and withdraw ~~IMPORTED WATER~~ SWP Water from the Basin.

B. Agreement:

G. Except as expressly provided herein, this agreement fully supersedes and replaces any and all prior Term M&I Agreements between the District and the Water User.

AGREEMENT

Now, therefore, it is agreed between the parties, in consideration of the terms hereof, and the lower rates for M&I water taken pursuant to a Term M&I Agreement, as follows:

1. Incorporation of Recitals and Rules and Regulations. The recitals above are incorporated into this agreement. This agreement is subject to all the provisions of the District's Rules and Regulations, as may be amended from time to time, except to the extent expressly inconsistent with a material term of this agreement, in which event this agreement shall control.

2. Water User's Annual SWP M&I Demand. During the term of this agreement, ~~and each annual period hereunder,~~ Water User agrees to purchase from the District ~~(and the District agrees to sell to Water User (i) all water used, sold or distributed by Water User for M&I use, as defined in the District's Rules and Regulations, over and above all quantities of "LOCAL WATER AVAILABLE TO WATER USER"; "Local Water Available To Water User" as that quoted term is defined and limited in paragraph 24 hereof, (hereinafter referred to as the "NET IMPORTED M&I REQUIREMENT") provided, however, District shall have no obligation to sell to Water User more than~~ [insert Water User's 2040 projected SWP water demand from Table 2-13 of the 2010 Tehachapi Regional UWMP] and (b) "Net SWP M&I Demand") subject to the limitations set forth in paragraph 2 (a-d) below, and (ii) sufficient water to establish and maintain Water User's ~~BANKED WATER RESERVE ACCOUNT~~ as User's BWRA minimum goal as provided in paragraph 5 below.

(a) Water to Meet Growth Rate Supply. The District shall annually provide the Water User with SWP Water sufficient to meet that portion of Water User's Net SWP M&I Demand identified as Water User's **"Maximum SWP Allocation"** on Exhibit A, which is based on Water User's projected cumulative annual growth rate of one percent (1.00%), unless stated otherwise in this agreement] through year 2040. The starting or base year for this calculation is 2020 in which Water User's total consumption was [redacted] AF ([redacted] AF local water + [redacted] AF SWP Water).

(b) [City of Tehachapi Only] Change in Growth Rate. So long as the rolling average of the District's SWP Water Table 1 Allocation for the preceding 10 years meets or exceeds forty-one percent (41%) of its 19,300 AF contracted supply, the District shall annually supply Water User with SWP Water based on a growth rate of one and one-quarter percent (1.25%). In the event the 10-year rolling average for the District's SWP Water Table 1 Allocation falls below forty-one percent (41%), the SWP Water available to Water User for each successive year shall be reduced to a one percent (1.00%) growth rate, until the 10-year rolling average increases to forty-one percent (41%) or more, at which time the annual growth rate will return to one and one-quarter percent (1.25%). A table showing the District's historic SWP Water Table 1 Allocation is attached as Exhibit B.

(c) Shortfall Replenishment.

(i) To the extent that the actual volume of SWP Water delivered by the District to Water User in a given calendar year is less than the volume of SWP water requested in Water User's November 1 written estimate in paragraph 6 ("Shortfall Volume") the District shall make up the Shortfall Volume to Water User in one or more subsequent years when sufficient water is available, provided in paragraph 3 hereafter that Water User's current year request shall be met first. Once the Water User's current year request is met, any accrued Shortfall Volumes shall be deposited directly into the Water User's Banked Water Reserve Account ("BWRA") (toward satisfying the minimum BWRA Goal defined in paragraph 5 below) until that requirement is fully met, and thereafter shall be deposited into the Water User's voluntary BWRA, subject to the BWRA Cap set forth in paragraph 5(b) below. Notwithstanding the foregoing, the District shall have no obligation to make up any accrued Shortfall Volumes beyond the Water User's BWRA Cap.

(ii) The District's obligation to deliver the accrued Shortfall Volumes pursuant to this paragraph 2(c), shall take precedence over the District's delivery of SWP Water for voluntary groundwater banking and discretionary recharge. In the event the District lacks sufficient available SWP Water to concurrently make up the accrued Shortfall Volumes to Water User and other customers holding Term M&I Agreements, the SWP Water available to meet the District's accrued Shortfall Volumes shall be allocated among the Water User and its

other Term M&I customers on a pro-rata basis in proportion to their respective accrued Shortfall Volumes.

4.3. Water Rates. Water User shall pay the District for the water purchased hereunder at the Term M&I rate for the Water ~~User's~~User's pressure zone, as such rates and zones are established and modified from time to time by the District's Board of Directors.

time to time by the District's Board of Directors.

2. ~~"LOCAL WATER AVAILABLE TO WATER USER"~~ "Local Water Available To Water User" shall include only the

4. following:

(a) As to water intended to be produced, extracted or diverted from Tehachapi Basin or its watershed, as such terms are defined in the judgment, as amended, in *Tehachapi-Cummings County Water District v. City of Tehachapi, a municipal corporation, et al.*, Kern County Superior Court No. 97210 (~~"Tehachapi Basin; LOCAL WATER AVAILABLE TO WATER USER"~~), Local Water Available To Water User shall include only the following annual quantities and other rights of which Water User owns or leases, and as such annual quantities and other rights are or shall have been reduced, and thereafter adjusted from time to time, by the Court in allocating the allowable annual production from the Basin, or otherwise reduced in any annual period pursuant to any provisions of the judgment as amended from time to time: (i) Such annual quantity or other right originally adjudicated to said Water User in the judgment as so reduced and adjusted, and (ii) such annual quantity or other right originally adjudicated to another party in the judgment but subsequently acquired or leased by Water User, as so reduced and adjusted, provided that such transfer complied with all conditions and procedures set forth in the judgment.

(b) As to water intended to be produced, extracted or diverted from the Brite Basin or its watershed, as such terms are defined in the judgment in *Tehachapi-Cummings County Water District v. Irving P. Austin, et al.*, Kern County Superior Court No. 97211 (**Brite Basin**), LOCAL WATER AVAILABLE TO WATER USER shall include only extractions by Water User lawfully exercising ~~overlying~~adjudicated rights until such time as such rights may be curtailed or modified in any future amendment to such judgment.

(c) As to water intended to be produced, extracted or diverted from the Cummings Basin or its watershed, as such terms are defined in the ~~judgment~~Amended and Restated Judgment and Physical Solution in *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court No. 97209 (**Cummings Basin**), local water available to Water User shall only include extractions by Water User lawfully exercising overlying rights pursuant to the Amended and Restated Judgment until such time as such rights may be curtailed or modified in any future amendment to such judgment.

~~(d)~~ (d) As to water intended to be produced or diverted from any basin other than the Tehachapi, Brite and Cummings Basins, any native water which Water User has a right to divert or pump.

(e) Any SWP Water acquired by the Water User from any entity other than the District and available to Water User in the [redacted] Basin.

5. Banked Water Reserve Account

(a) Minimum BWRA Goal. In addition to its ~~NET IMPORTED M&I REQUIREMENT~~Maximum SWP Allocation, Water User shall purchase from the District and direct the District to spread and store in the ~~Tehachapi [redacted] Basin for Water User's~~Tehachapi [redacted] Basin for Water User's account sufficient water to establish and thereafter maintain a ~~BANKED WATER RESERVE ACCOUNT ("BWRA")~~Banked Water Reserve Account ("BWRA") with a minimum goal equal to, at a minimum, five times the annual average of Water User's SWP water demand over the previous five calendar years as set forth in the table entitled "BANKED WATER RESERVE ACCOUNT CALCULATION""Banked Water Reserve Account Calculation" attached hereto as Exhibit AC which the District shall update annually by February ~~1 (the "BWRA TABLE")~~1 ("BWRA Table"). Water User shall purchase each year, at a minimum and if made available by District, sufficient water to achieve its BWRA minimum goal as set forth in the BWRA Table within 10 years of the Effective Date. Water User shall not be required in any one year to purchase for its BWRA more than twice its Net SWP Water Demand for such year.

(b) Voluntary BWRA Water. Provided Water User has met its BWRA minimum goal, Water User may purchase from the District, and direct the District to spread and store in the [redacted] Basin for Water User's BWRA, additional water, which, when added to Water User's BWRA minimum goal, shall not exceed a

combined total of [REDACTED] AF or the BWRA minimum goal in paragraph 5(a), whichever is greater (“**BWRA Cap**”).

(c) Subject to the BWRA Cap, Watermaster approval and other legal requirements, Water User may spread and store water for its BWRA in its own recharge facilities in whole or in part in lieu of directing the District to spread its BWRA water in District spreading facilities. ~~Water User shall~~

(d) In years when the District adopts a water shortage ordinance limiting the District from supplying some or all of the Maximum SWP Allocation requested by the Water User, Water User shall pump and draw from its BWRA whenever and the District is unable to supply all of shall debit the Water User's NET IMPORTED M&I REQUIREMENT on account of drought, damage to SWP or District facilities, or any other event. During User's BWRA to cover the shortfall.

(e) Accounting Method. Water User's extractions from its BWRA shall first ten years of the term be accounted for on a First-In, First-Out (“FIFO”) basis. Consequently, water stored in the Water User's BWRA as of this agreement, Water User shall purchase each year, at a minimum, sufficient water to achieve its BWRA goal as set forth in the BWRA TABLE by December 31, [insert 10th year from effective date]. Water User shall not be required in any one year to purchase for its BWRA more than twice its NET IMPORTED WATER REQUIREMENT for such year. 2025, is [REDACTED] AF which shall be deemed to be extracted, used, or transferred first.

~~3-(f)~~ Termination/District Right of First Refusal. Upon termination of this agreement, Water User shall own the water in its BWRA free of any and all and Water User may continue to store, or may pump, or may sell or transfer the water to another water user in the [REDACTED] Basin, provided that in the event of sale or transfer the District shall have the first right of refusal to purchase BWRA water stored after December 31, 2025, at the Water User's then current Term M&I rate. Water held in the Water User's BWRA as of December 31, 2025, in the amount of [REDACTED] AF shall be subject to a Right of First Refusal in favor of the District, but shall be subject to FIFO accounting.

~~restrictions imposed by this agreement and Water User may continue to store, or may pump, or may sell, or otherwise dispose of such water as it sees fit.~~

~~4. This agreement is subject to all the provisions of the District's Rules and Regulations including all future amendments thereof, except to the extent inconsistent with a material term of this agreement.~~

~~Within thirty (30)~~

~~(g) The District's obligation to supply water under this paragraph 5 is conditioned upon the availability of sufficient SWP Water to enable the District to meet all current year reasonable demands of its customers. In the event the District has insufficient SWP Water available to meet the full reasonable demands of its customers in any year, the District's available SWP Water in that year shall be allocated in accordance with the District's Rules and Regulations, water priority ordinance or other policies adopted by the District from time to time.~~

~~(h) Extractions in Excess of Maximum SWP Allocation. If the Water User extracts SWP Water in excess of its Maximum SWP Allocation five or more years in any 10-year period, then in addition to any other remedies available, the District shall have the right to terminate this Agreement on 90-days of the execution of this agreement, and prior written notice.~~

~~5.6. Water User Estimate. Prior to each November 1 thereafter during the term of this agreement, Water User shall furnish to District a written estimate of its NET IMPORTED Net SWP M&I REQUIREMENT Demand for the next calendar year, which shall not exceed the Maximum SWP Allocation for that year. This estimate is for planning purposes and shall not (a) constitute a contractual obligation to take the estimated quantity, or (b) alter the provisions of subparagraphs 2 above. Nothing herein shall limit the right of the District to require other and further reports pursuant to the powers reserved under paragraph 4 above reasonably necessary to implement this agreement.~~

~~6.7. Minimum Purchase. Notwithstanding any other provision of this agreement, Water User agrees to pay District for a minimum quantity the greater of (i) its scheduled BWRA input or (ii) if its BWRA is full, five (5) acre-feet per each annual period or any partial annual period under this agreement, unless failure of Water User to receive that quantity is due to inability of District to deliver all or a portion of such supply. The General Manager shall have discretion to decrease the minimum quantity.~~

~~7.8. Water User Breach. If the Water User should at any time substantially fail to comply with this agreement, and District on account thereof terminates this agreement, or should Water User terminate the same other than for a reason hereinabove set forth, Water User shall be obligated to forthwith pay to District, in addition to any amounts otherwise owing to District, the difference between the amount of money which Water User was obligated to pay to District for water sold and delivered pursuant to this agreement and the amount of money which Water User would have been obligated to pay to District had said water so sold and delivered been originally sold and delivered at the normal regular M&I rate during the calendar year of such termination or substantial failure to comply with this agreement. Nothing herein contained is intended to foreclose the District from seeking such damages as it may sustain from any breach, substantial or not, of this agreement by Water User whether ~~or not~~ such breach leads to ~~District's~~ District's termination of this agreement.~~

~~8.9. Annual Period. The annual period under this agreement shall be the calendar year, and if the first annual period be less than a full calendar year, "LOCAL WATER AVAILABLE TO WATER USER" "Local Water Available To Water User" for that short annual period shall be in such proportion as the number of days under this agreement in that calendar year bears to 365.~~

~~9.10. Recharge Water. In lieu of Water User taking direct delivery from District, Water User's NET IMPORTED M&I REQUIREMENT User's Maximum SWP Allocation may be provided in accordance with this paragraph 9. For purposes of this paragraph 9, (i) "IMPORTED WATER" "Water User's Well[s]" means SWP water purchased by the District pursuant to the KCWA WATER SUPPLY CONTRACTS and (ii) "WATER USER'S WELL[S]" means that [those] certain well[s] in the _____ Basin as listed in Exhibit BD hereto, as such list may be modified from time to time as a result of Water User constructing or acquiring new wells and/or abandonment of then existing wells, provided, however, Water User shall obtain the District's District's prior written~~

consent to change Water ~~User's~~User's extraction wells which shall not be withheld unless the District reasonably determines that such new well or wells will substantially interfere with another well or wells in the vicinity.

~~(a).~~ (a) Substitution of Recharge Water. _Water User may pump ~~RECHARGE WATER~~
Recharge Water in lieu of taking surface delivery of ~~IMPORTED WATER~~SWP Water at the price and subject to the
terms and provisions hereinafter set forth.

~~(b).~~ (b) Place of Delivery. _Any ~~RECHARGE WATER~~
Recharge Water supplied by the District in lieu of surface deliveries of ~~IMPORTED WATER~~SWP Water
shall be delivered underground in the \ Basin at

the depth of groundwater as it fluctuates in ~~WATER-USER'S WELL~~ Water User's Well[s]. Water User shall be responsible for all costs, liability and expense of pumping ~~RECHARGE WATER~~ Recharge Water to the surface and transporting same for use within Water User's boundaries.

(c) Place of Use. Water User shall use ~~RECHARGE WATER~~ Recharge Water to provide retail water to its customers within Water User's service area and within the ~~District's~~ District's boundaries and for no other purpose.

(d) Scheduling. On or before November 1 of each year for the balance of the term of the agreement, Water User shall notify the District in writing of the proportion of its ~~NET IMPORTED~~ Net SWP M&I REQUIREMENT Demand for the following calendar year it wishes to be met with ~~RECHARGE WATER~~ Recharge Water in lieu of surface deliveries of ~~IMPORTED WATER~~ SWP Water. On or before February 28th of each year, the District shall notify Water User of the estimated amount of ~~RECHARGE WATER~~ Recharge Water which is available to be substituted for surface deliveries of ~~IMPORTED WATER~~ SWP Water in such calendar year. Periodically thereafter, the District shall provide updated estimates as SWP delivery allocations are revised.

(e) Metering. The Water User shall install a meter of manufacture and model approved by the District at ~~WATER-USER'S WELL~~ Seach of Water User's Well[s] at Water User's expense. The meter shall be maintained in good working order and regularly calibrated so as to comply with the standards of the American Water Works Association per their manuals M6, M33 and M36. Water User shall provide the District with proof satisfactory to the District that Water User has obtained the right to exclusively operate ~~WATER-USER'S WELL~~ Water User's Well[s] for the purposes set forth herein and that the owner of ~~WATER-USER'S WELL~~ Water User's Well[s] and surrounding lands has conveyed to the District in writing the right to enter such lands to take meter readings at ~~WATER-USER'S WELL~~ Water User's Well[s].

(f) Reduction or Termination of Substitute Deliveries. In the event a third party demonstrates ~~that new or increased~~ pumping of ~~RECHARGE WATER~~ Recharge Water by Water User as herein provided is causing significant impacts on the third ~~party's~~ party's production of native groundwater from its existing well or wells, the Water User shall confer with such third party and mitigate such impacts to a level acceptable to such third party, failing which the District in its sole discretion may determine the rate of pumping and quantities of ~~RECHARGE WATER~~ Recharge Water which Water User may extract in lieu of surface deliveries of ~~IMPORTED WATER~~ SWP Water provided, however, the District shall provide Water User with fifteen (15) days prior written notice of any reduction or termination of allowed pumping of ~~RECHARGE WATER~~ Recharge Water hereunder.

(g) Price. For ~~RECHARGE WATER~~ Recharge Water delivered and metered by the District hereunder, except for water recharged through facilities owned and operated by the Water User, Water User shall pay the District, in addition to the Term M&I rate, a surcharge determined by the District from time to time to recapture the construction, operation and maintenance costs of the District's recharge facilities.

(h) Spreading Loss Factor. For all ~~water~~ Recharge Water spread, whether in the ~~District's~~ District's or the Water ~~User's~~ User's spreading facilities, a spreading loss factor of 6% will be imposed pursuant to Section 1 of Part B of the ~~District's~~ District's Rules and Regulations for losses on account of evaporation, phreatophyte consumption and any other losses incurred in the transportation and spreading of ~~RECHARGE WATER~~ Recharge Water.

(i) Disclaimer. Water User acknowledges that the District's right to ~~RECHARGE WATER~~ Recharge Water within the ~~Cummings, Brite and Tehachapi Basins~~ Basin has not been fully determined but is a matter within the continuing jurisdiction of the ~~Kern~~ Kern County Superior Court in Case ~~No~~ Nos. 97209, 97210 and 97211. Water User acknowledges that ~~paragraph 2 of the Judgments in each such case~~ generally prohibits the exportation outside of the particular groundwater basin of any native groundwater extracted from such basin. ~~Water User further acknowledges that paragraph 5 of the Judgments in each such case provides, in part:~~

"

Water User further acknowledges that paragraph 8 of the Amended and Restated Judgment in Case No. 97209 provides, in part:

"Except as to CDCR, which will be agreed to by contract, the District owns and may hereafter Extract all Imported Water which has entered the Cummings Basin before entry of this Amended Judgment or which may thereafter enter into the Cummings Basin through Artificial Replenishments or as Return Flows following use of Imported Water on the surface in the Cummings Basin Area."

Water User further acknowledges that paragraph 5 of the Judgments in Case Nos. 97210 and 97211 provides, in part:

"Nothing in this Judgment contained shall be deemed a determination whether the Plaintiff or any other party will or will not have any rights in any return flow from water subsequently imported, which matter shall be within the continuing jurisdiction of the Court."

~~Water User further acknowledges that the State of California, a defendant in Case No. 97209, has objected to the District's Amended Findings of Fact, Conclusions of Law and Judgment in Case No. 97209, in which the District claims the right to return flow from the use of imported waters or waste or seepage from the District's imported water project in the Cummings Basin, and that the Court has not ruled on such objection.~~ While the District has claimed and continues to claim a right to return flow from the use of imported waters in the Cummings, Brite and Tehachapi Basins, including the right to extract and export outside of such basins imported SWP water intentionally percolated by the District in District recharge areas for storage in such basins and subsequent extraction and beneficial use, all consistent with rulings from the California Appellate Courts, the District makes no warranties or representations to Water User as to the validity of the District's position on these issues. Water User has sought its own legal advice concerning the validity of the District's claim to ~~RECHARGE WATER~~ Recharge Water and Water User's right to export ~~RECHARGE WATER~~ Recharge Water for use on lands which do not overlie the groundwater basin from which the ~~RECHARGE WATER~~ Recharge Water will be pumped and has relied upon its own independent legal advice in entering into this agreement and acquiring rights in and improving and repairing ~~WATER USER'S WELL[S]~~ Water User's Well[s]. Accordingly, Water User acknowledges that the District shall have no liability to Water User in the event that it is ultimately determined in Case Nos. 97209, 97210 and 97211 or any other proceeding that the District does not have the right to sell ~~RECHARGE WATER~~ Recharge Water in the Cummings, Brite and Tehachapi Basins or Water User may not export ~~RECHARGE WATER~~ Recharge Water for use outside of the basin or basins in which the District had spread ~~RECHARGE WATER~~ Recharge Water.

~~10. The District's obligation to supply water hereunder is conditioned upon the availability of sufficient SWP water under the KCWA WATER SUPPLY CONTRACTS to enable the District to meet all of its Customers' water demands. In event the District in any year has insufficient SWP water available to meet the full needs of Water User pursuant to the terms of this agreement and its other customers, the District's available SWP water in that year shall be allocated in accordance with the District's Rules and Regulations or other policies adopted by the District from time to time, provided that such policies recognize any priorities mandated by statute or recognized under the KCWA WATER SUPPLY CONTRACTS OR KCWA's contract with the State of California referenced therein. Provided, however, the Water User shall draw upon Water User's BWRA to make up any such shortages.~~

~~11.~~ 11. Term. This agreement shall have a term ending ~~__, __~~ December 31, 2035 ~~[(Here insert the end of the calendar year which is closest to 10 years from the effective date of this agreement, whether said date is more or less than 10 years in total.)];~~ provided, however, that each year on the anniversary date of this agreement, this agreement shall extend one additional year, unless, at least 90 days prior to such anniversary date either party provides notice to the other that it will not consent to such further extension(s) of this agreement and further, provided, however, this agreement shall terminate upon termination of the KCWA ~~WATER SUPPLY CONTRACTS (December 31, 2039)~~ Water Supply Contracts which are presently extended to December 31, 2085.

WHEREFORE, the parties have executed this agreement as of the ~~dates opposite their respective~~
~~signatures~~Effective Date.

Dated: _____
TEHACHAPI-CUMMINGS COUNTY _____
WATER ~~DISTRICT~~ DISTRICT

By _____

By: _____ By: _____
_____, President

By _____

Secretary ("District")

Dated: _____

By _____
_____, President

By _____

Secretary ("_____
By: _____ By: _____
_____, Secretary _____, Secretary

"District" _____ "Water User")"
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ATTACHMENT "C"

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Resolution No. 13-26

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AMENDING AND RESTATING THE DISTRICT'S
RULES AND REGULATIONS
FOR THE SALE, USE AND DISTRIBUTION OF WATER

- A. California Water Code section 31024 provides that a county water district may establish rules and regulations for the sale, distribution, and use of water and may provide that water shall not be furnished to persons against whom there are delinquent water rates.
- B. By Resolution No. 15-76, the District first adopted rules and regulations for the sale, use and distribution of water ("Rules and Regulations") which have been amended from time to time thereafter.
- C. By Resolution No. 25-16, the District adopted amended and restated Rules and Regulations, which were thereafter further amended by Resolution Nos. 4-20, 5-20, and 12-20.
- D. Because of the numerous amendments since adoption of Resolution No. 25-16, and the desire to amend the District's form of Term M&I Agreement, it is desirable to amend and restate the Rules and Regulations in one document.

NOW, THEREFORE, be it found, determined and resolved by the Board of Directors of the Tehachapi-Cummings County Water District as follows:

- 1. Each of the recitals set forth above is true and correct, and the Board so finds and determines.
- 2. The amended and restated Rules and Regulations attached hereto as **Exhibit A** and incorporated herein by reference are hereby approved and adopted.

APPROVED and ADOPTED by the Board of Directors of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT this _____th day of _____, 2026.

Robert W. Schultz, President

ATTEST:

Catherine Adams, Secretary

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

SECRETARY'S CERTIFICATION

I, CATHERINE ADAMS, Secretary of the Board of Directors of Tehachapi-Cummings County Water District, do hereby certify that the foregoing Resolution No. 13-26 was introduced at a regular meeting of the Board held on the ____th day of _____, 2026 and was passed by the following vote:

Ayes: _____

Noes: None

Absent: None

Abstain: None

Catherine Adams, Secretary

EXHIBIT A

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

RULES AND REGULATIONS FOR THE SALE, USE AND DISTRIBUTION OF WATER

PART A. DEFINITIONS. The following terms, as used in all parts of these Rules and Regulations, shall have the following meanings, unless the context requires another meaning.

Section 1. "Agricultural water" - water used primarily in the commercial production of agricultural crops or livestock, including domestic use incidental thereto, on tracts of land operated in units of more than two (2) acres.

Section 2. "Application for Water Service" – a written application submitted by a prospective water user to the District for water service as provided in Part D of these Rules and Regulations.

Section 3. "Board" - The Board of Directors of the District.

Section 4. "District" – Tehachapi-Cummings County Water District.

Section 5. "General Manager" - the General Manager of the District, or in the event of the General Manager's absence the employee designated by the Board of Directors of District to assume the General Manager's duties.

Section 6. "M&I water" - water used for any use so that the same is not agricultural water within Section 2 hereof.

Section 7. "Person" - any natural person or artificial person, including but not limited to, a partnership, corporation, association, public entity or any other type of entity.

Section 8. "Prospective water user" - a person desiring water service from the District, but who is not yet a water user within the preceding definition.

Section 9. "Supplemental Water Purchase and Banking Agreement" - a written agreement entered into between the District and a water user or prospective water user wherein that person agrees to purchase SWP or other imported water from the District for spreading in a basin for later recovery and use within that basin as provided in Part Q of these Rules and Regulations.

Section 10. "Term M&I Agreement" - a written agreement entered into between the District and a water user or prospective water user wherein that person agrees to purchase water from the District for a term and with provisions as provided for in Part C, Section 1 of these Rules and Regulations.

Section 11. "These Rules and Regulations" or "Hereof" or Other Words Referring to these Rules and Regulations or Some Part or Section Hereof - these Rules and Regulations as amended from time to time and any successor Rules and Regulations as amended from time to time.

Section 12. "Water user" - any person whose application for water service has been approved by the General Manager and which applicant has complied with all provisions of these Rules and Regulations precedent to entitling him to commencement of water service.

PART B. RATES.

Section 1. Setting Rates.

The Board from time to time shall by resolution set rates for water sold by the District. Rates shall be set for the following categories:

- (a) M&I water delivered pursuant to a Term M&I Agreement;
- (b) M&I water delivered other than pursuant to a Term M&I Agreement;
- (c) Agricultural water.

The Board shall establish appropriate recharge surcharges for any of the above categories where the water user pumps recharged water in lieu of taking delivery on the surface. Such recharge surcharges shall be set to recover the unreimbursed capital costs of acquiring and constructing recharge facilities and the costs of maintaining and operating such facilities. The recharge surcharge shall also include the cost of imported water lost on account of evaporation, phreatophyte consumption or any other losses incurred in the transportation and spreading of recharge water.

Section 2. General Policies Governing Rate Setting.

In setting rates, the Board shall consider the following general policies adopted on account of facts and circumstances unique to the District:

(i) The District purchases State Water Project (“SWP”) water from the Kern County Water Agency (“KCWA”) pursuant to the two written contracts, both dated December 16, 1966 (the KCWA Contracts”), one for up to 15000 AF of M&I water, the other for up to 5000 AF of Agricultural water. The KCWA Contracts obligate the District to pay a specified percentage of (a) KCWA’s “fixed obligations” (i.e., “the capital cost and minimum operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge”) to the State Department of Water Resources (“DWR”) under the “Master Contract” between DWR and KCWA, and (b) KCWA’s “variable obligations” (i.e., “the variable operation, maintenance, power and replacement components of the Transportation Charge”) applicable to delivering the District’s Table 1 entitlement to the District’s turnout in Reach 16 of the California Aqueduct. The District’s “fixed obligations” to KCWA must be paid irrespective of the quantity of SWP water actually delivered. In other words, the District must pay its share of “fixed obligations” even if DWR is unable to deliver any SWP water.

(ii) From its turnout in the California Aqueduct, the District lifts SWP water some 3425 feet by means of four pump stations and 31 miles of transmission lines into its storage reservoir in Brite Valley. The District’s main transmission line continues eastward through Tehachapi Valley and ends in Oak Creek Canyon at California Portland Cement Company’s plant. The District also owns and operates various distribution lines, recharge facilities in the Tehachapi and Cummings Basin, and water wells as part of its Imported Water System.

(iii) Pursuant to the holding of Fourth District Court of Appeal in *Goodman v. County of Riverside* (1983) 140 Cal.App.3d 900, the District’s obligations to the KCWA under the KCWA Contracts are prior voter approved indebtedness and, consequently, the District may levy ad valorem real property taxes to meet the District’s obligations, in whole or in part, to the KCWA under the KCWA Contracts.

(iv) The full cost of SWP water purchased by the District from the KCWA pursuant to the KCWA Contracts and pumped and delivered through the Imported Water System far exceeds the ability of either M&I or Agricultural customers to pay. It is the policy of the District to set water rates such that M&I and Agricultural users in the aggregate pay the full cost of operating and maintaining the District’s Imported Water System, including reasonable reserves for repairs and replacement, less a major portion of the District’s share of the 1% general ad valorem tax levy. It is additionally the policy of the District, on account of the benefit to property owners District-wide bestowed by the SWP water supply made available pursuant to the KCWA Contracts, to levy ad valorem taxes each year to meet the District’s annual obligations under the KCWA Contracts.

(v) In setting rates for M&I water, it is the policy of the District that the rate for M&I water delivered other than pursuant to a Term M&I Agreement (the “normal M&I rate”) shall be set to recover the full cost to the District of purchasing and delivering such water on a non-scheduled occasional demand basis, including all costs under the KCWA Contracts. The rate for M&I water sold pursuant to a Term M&I contract or other contractual basis shall be set at a lower rate than the normal M&I rate on account of the long-term contractual commitment of the water user to the District to purchase a portion of the District’s Table I entitlement. Further, the ultimate retail purchaser of water sold to wholesale purveyors under Term M&I Agreements pays real property taxes, which support District operations, while non-contract purveyors of M&I water typically are not taxpayers within the District. Further, a lower rate is justified since Term M&I contract customers must schedule their anticipated deliveries six years in advance, which assists the District in meeting its obligations to the KCWA under the KCWA Contracts to likewise schedule its deliveries six years in advance.

(vi) As set forth in Part K hereof, the District owns all return flows from SWP water purchased from the KCWA under the KCWA Contracts and imported into the District through the District’s Imported Water System. In setting rates for agricultural water, it is the policy of the Board to take into account the fact that the percentage of return flows back into the ground from agricultural water is substantially higher than from M&I uses. It is the policy of the District to avoid, to the extent possible, setting rates higher than the ability of its customers to pay for water since it is in the District’s best interests to maximize water sales revenues.

PART C. TERM M&I AGREEMENTS.

Section 1. Contents. Except in circumstances requiring other forms of agreement, as determined by the Board in its discretion, Term M&I Agreements for delivery of SWP water shall be substantially in form and content as set forth in **Appendix 1** hereto.

Section 2. Policy Concerning New Term M&I Customers. Not all of the SWP facilities authorized and necessary for the DWR to deliver all of the KCWA’s Table A entitlement under the Master Contract (and necessary for the KCWA to deliver all of the District’s Table 1 entitlement under the KCWA Contracts) have been constructed. Court decisions adverse to the DWR water supply cast further uncertainty as to the amount and dependability of the District’s SWP water supply. It has been and remains the District’s policy to routinely extend Term M&I Agreements upon conclusion of their stated terms since the District’s wholesale customers and their retail customers have built water distribution systems, homes, businesses and other public and private improvements in reliance on the long-term availability of SWP water from the District. Before entering into new Term M&I Agreements or other contracts with new customers, it is the District’s policy to carefully consider whether any SWP water under the KCWA Contracts, surplus to the anticipated long-term needs of the District’s existing Term M&I and other contract customers, exists and will continue to exist during the entire duration of the new customer’s anticipated demand. In allocating its available water supply, the District will first meet the reasonable present and future needs of its existing M&I Term customers, other existing contract customers and existing agricultural customers. If and when such needs cannot be met, it is the District’s policy that new customers, as a condition of service, shall provide the District with such additional water supply as needed to meet such customer’s long-term water requirements.

PART D. WATER SERVICE; APPLICATIONS; CONNECTION AND RECONNECTION CHARGES; DEPOSITS. Water service will be furnished in accordance with the policy and rules herein adopted and the connection and reconnection charges herein established, subject to all other provisions of these Rules and Regulations.

Section 1. District Service Policy: Domestic Use. It is the current policy of the District to act as a wholesaler of water and not as a retailer, i.e., to transmit such water and not to distribute the same. It shall be consistent with this policy to provide agricultural water service to users who connect at their own expense

to the District's transmission facilities from time to time. Except for sales to "Exchangees" pursuant to the Amendment to Judgment in the Tehachapi Basin case¹, the District will provide M&I water service only to: (a) entities or persons constituting recognized public purveyors, including public agencies, public utilities under the jurisdiction of the Public Utilities Commission, and mutual water companies and improvement districts, whether of this District or other public entities, established to furnish water service to the public; (b) existing M&I customer connections for industrial and other non-domestic uses; and (c) for agricultural direct use but for ultimate M&I use under an approved exchange agreement. Except for existing M&I customers of the District, the District will not provide M&I water service to any non-public entity or person for use within the service area of any public purveyor. Transmission facilities additional to those now provided for may be provided by the District from time to time in the discretion of the Board, and it shall be in the discretion of the Board to determine whether and to what extent any particular proposed facility is a transmission facility.

Section 2. Point of Service. Except as additional turnouts are authorized by the Board, all services shall be from existing turnouts, and from the turnout as determined by the General Manager after consultation with the prospective water user.

Section 3. Preliminary Information; Past Due Amounts. Prior to filing with the District an application for service, the prospective water user shall furnish in writing to the District, on a form which the General Manager shall prepare, information from which the General Manager may determine the size of service required and the turnout at which service would be provided, any special facilities required to provide service, and whether the prospective water user or owner of the property on which the water will be used owes any past due charges of any kind to the District, or whether there is a lien on said property for any such charges. If there exists any such past due charges or lien, no application for service shall be accepted for filing unless such amounts, together with all interest, are first paid.

Section 4. Application. Each prospective water user ("applicant") must make an application for the service desired substantially in the form attached as **Appendix 2**. Except where a water purveyor is the applicant, each application for service shall be jointly signed by all the persons constituting the owner of the property on which the water is to be used ("owner" collectively hereafter in these Rules and Regulations) and in the event the prospective water user is not the owner, by such owner and prospective water user, and they shall all be jointly and severally liable for all water charges and other charges. Application shall be made at the District's office (presently located at 22901 Banducci Road, Tehachapi, California, 93561). Where the prospective water user is not the owner, the District's General Manager is given discretion to waive such requirement that the owner sign, provided that the prospective water user shall provide a deposit equivalent to two (2) months' charges as estimated by the District's General Manager (which required deposit may be revised from time to time based on experience). If the prospective water user desires to have a refund of the deposit, he may do so by having a duplicate original of the application executed by the owner and by himself, and filing the same with the District. Each such application shall contain the following information, in addition to such other information as may be provided for on said form by the General Manager: (1) Name and address of applicant; (2) Date of application; (3) Location of the premises upon which the water will be used; (4) Date service is requested to be commenced; (5) The purpose for which the water is to be used; (6) Prospective water user's mailing address, if different from the first address listed; (7) a copy of the vesting deed shall be attached; (8) The turnout from which service is requested, which shall be as determined by the General Manager; (9) The size service requested, which shall be as determined by the General Manager; and (10) as to M&I service, whether a Term M&I Agreement is desired. The application shall be accompanied by all required charges required prior to the furnishing of service. Above the applicant's signature shall be contained the following in type or print of a size or style to fairly distinguish it from the remainder of the application:

¹ *Tehachapi-Cummings County Water District v. City of Tehachapi, etc, et al.*, Kern County Superior Court Case No. 97210.

"The undersigned applicant understands that upon approval of this application, the District will take steps toward installation of the necessary facilities for service. However, applicant understands that the District is not liable for any direct or consequential damages of any kind to applicant by reason of delay in the commencement of service. Applicant also understands that as a part of this service contract, it is subject to the Rules and Regulations for the Sale, Use and Distribution of Water as adopted by Resolution No. 13-09 of the Tehachapi-Cummings County Water District (the "Rules and Regulations"), as the same may have been heretofore amended, or as the same may be hereafter amended, and to any successor Rules and Regulations as may be thereafter adopted, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Applicant acknowledges receipt of a copy of the Rules and Regulations. If this application results in a Term M&I Agreement, the provisions of said Term M&I Agreement will modify the provisions of this paragraph."

Section 5. Where New Turnout Required. If the applicant desires service from a point requiring construction of a new turnout, an application for service shall state the location thereof. The application shall not be approved until the application is approved by the General Manager, and the estimated cost thereof, which amount shall be an additional connection charge which must be deposited prior to approval of the application.

Section 6. Approval of Application. When all conditions precedent to entitlement to service have been met, the General Manager shall endorse approval on the application form and return one executed counterpart to the prospective water user. Where a Term M&I Agreement is to be executed, service shall not commence until such agreement is executed in two (2) counterparts by the District and the prospective water user.

Section 7. Separate Applications for Each Connection. A separate application shall be required for each separate service connection, but a delinquency by a water user as to any service connection shall constitute a delinquency as to all of the water user's connections. A reconnection for the same water user where service has been discontinued under Sections 2 through 4 of Part E shall not require a new application if reconnection is made within three (3) months of disconnection, and any owner who has signed the initial application shall remain responsible for charges.

Section 8. Connection and Reconnection Charges. The Board, by resolution, shall set connection and reconnection charges to recoup the full cost of each initiation of water service or the re-establishment thereof.

Section 9. Connection or Reconnection, Pursuant to Exchange Pool Requirements Under Adjudications. To the extent that any water user is required by the Court in any of the ground water adjudications (Kern County Superior Court Case Nos. 92709, 92710 and 92711) to purchase water from the District in connection with the physical solution imposed by the Court under any exchange pool or similar arrangement, connection charges otherwise payable prior to connection or reconnection shall be paid by the District, except such reconnection charges as arise by reason of disconnection under Sections 2 through 4 of Part E.

Section 10. Lateral Distribution Lines Privately Financed. Lateral distribution lines, the cost of construction of which is paid for or substantially paid for by a person or persons for service to specific property or properties, when and as dedication thereof is accepted by this District, shall be accepted on the following condition:

"Water deliveries from said lateral distribution line for the benefit of

properties other than the described property (the "described property" hereafter) shall not be permitted to the extent that use of the said line's capacity therefore would prevent the District from meeting reasonable beneficial demands for the described property. Nothing herein contained shall relieve grantors or their successors or the described property from the effect of any ordinance, rule or regulation of the District, now or hereafter established, relating to scheduling of deliveries, interpretability of service for one or more types of use or sub-categories of a use or uses, handling of shortages of water or shortages of water available for certain types of uses or sub-categories of uses, priority of one or more uses or sub-categories of uses or purposes, or any other ordinance, rule or regulation, whether or not of the same or a different type than any of the foregoing, provided the ordinance, rule or regulation is not solely occasioned by or applicable only to said lateral distribution line solely by reason of shortage of capacity occasioned by deliveries or desired deliveries of water there from to properties other than the described properties".

The foregoing provisions shall not apply to lateral distribution lines financed through assessment districts or improvement districts, or if the offered dedication expressly provides that it is not subject to the foregoing and is accepted on that basis by the District. Nothing herein affects or purports to affect the powers of the District as Tehachapi Basin Watermaster under the judgment as amended from time to time in "*Tehachapi-Cummings County Water District*, a body corporate and politic, vs. *City of Tehachapi*, a municipal corporation, et al.", Kern County Superior Court No. 97210.

PART E. DISCONNECTION OF SERVICE. Disconnection of service may be made in the following instances, but shall not excuse the water user or owner from payment of all charges otherwise payable.

Section 1. Disconnection at User's Request. Any water user who desires service disconnected shall give at least one full business day advance written notice to the District (a business day being other than a District holiday or any Saturday or Sunday). A water user in addition to being responsible for water delivered to the water user shall be responsible for charges for any use of water from the water user's connection by any unauthorized person until the end of such one full business day following said written notice. Notwithstanding, when the District has knowledge that the water user has vacated the premises in question or has otherwise permanently discontinued use of water, the District may make a disconnection.

Section 2. Disconnection for Non-Payment. The District may disconnect any water user's connection when any bill for water service rendered or other charge has become delinquent. The District shall not be required to apply any deposits on hand to avoid such disconnection. A delinquency as to any service connection shall be a delinquency as to all service connections of that water user under this section.

Section 3. Emergency Disconnection for Detrimental or Damaging Conditions. If a condition unsafe or hazardous to District facilities or water supplies is found to exist on the water user's premises, or if the use of water thereon is found to be detrimental or damaging to District facilities or water supply for any reason, including but not limited to, chemicals, fertilizers or other substances applied with or added to such water, or water user's equipment, application, consumption, use and disposition of such water, the service may be disconnected without prior notice. The District will notify the water user of the reasons for the disconnection and the corrective action to be taken by the water user before service may be restored.

Section 4. Disconnection for Failure to Comply with Rules and Regulations. The District may disconnect any water user's connection for any other failure to comply with these Rules and Regulations.

Section 5. Notice and Hearing. Prior to any disconnection of any water user's connection, except an emergency disconnection under Section 3 of this part, the General Manager shall notify the water user in writing of the basis for the District's proposed action; the date the District proposes to disconnect the connection; that the water user, upon timely request, may have a hearing before the Board to present any objections to the proposed District action; and the last date upon which the request must be received by the District. If the water user does not timely request a hearing before the Board, the District shall proceed to disconnect the connection. If the water user timely requests a hearing before the Board, the Board shall schedule the hearing at the next regular Board meeting, consider the objections of the water user, and make such decision as appears proper under all of the circumstances.

PART F. STATEMENTS. Statements for water charges shall be rendered as follows:

Section 1. Regular Statements. Statements for water delivered shall be mailed monthly on or before the tenth (10th) day of the month with respect to water delivered the preceding month. However, late mailing shall not extend the dates hereafter set forth. All such statements are due and payable immediately, and become delinquent if not paid by the twenty-eighth (28th) day of the month, or if the same not be a District business day, by the next succeeding business day; provided, that as to a public entity water user, a statement shall not become delinquent if paid within twenty-one (21) days after the first regular or adjourned regular meeting of its governing body held after receipt of the billing. If service is discontinued prior to a statement being mailed, it may likewise include charges for water furnished through date of discontinuance.

Section 2. Closing Statements. Closing statements, other than as provided above, shall be mailed promptly upon discontinuance of service and shall be due and payable within fifteen (15) days after the date on which mailed, or the next succeeding District business day if such fifteenth (15th) day be not a business day. If not paid within that time, they are delinquent.

Section 3. Water User's Obligation to Request Statement. If any water user has not received a statement or bill which should have been received by him under the foregoing rules, it shall be the water user's obligation to timely obtain a duplicate statement from the District, and risk of loss in the mails shall not be the responsibility of the District.

Section 4. Meter Readings. Bills for water service will state the date on which read, the date of the last prior reading, the respective meter readings on those two (2) dates, the amount of the bill and the last day for payment before the same becomes delinquent, in addition to any other matters determined by the General Manager. Billings will be based on meter readings. However, if there has been a substantial malfunction or failure of a meter, it shall be the responsibility of the General Manager to cause an investigation and to determine the estimated actual quantity used. Any supplementary statements rendered on account thereof shall be payable within a like period and with like consequences, as a closing bill, as provided in Section 2 of this part. If a previously over-billing has been involved, such amounts shall be credited or refunded, if a request for refund is made.

PART G. DELINQUENT CHARGES; DEPOSITS; LIENS; ACTIONS TO COLLECT. In addition to and not in substitution of the District's other rights and remedies, the following provisions shall apply.

Section 1. Late Payment Charges. If any statement for water delivered shall become delinquent (see Part F) there shall be added to the other applicable charges interest at the rate of one percent (1%) per month, commencing with the date on which the same became delinquent, and an administration charge, which the Board hereby determines to be reasonable in relation to the District's anticipated costs, of Two Hundred Fifty Dollars (\$250.00) or ten percent (10%) of the billed amount involved, whichever is less, subject to the General Manager's discretion; in addition to any reconnection charges under Section 8, Part D,

Section 2. Deposits for Service. Any water user against whom late payment charges have accrued shall be required to make a deposit with the District in an amount equal to estimated charges for water for the highest two (2) months of anticipated use in any calendar year, such amount to be determined in the discretion of the District's General Manager. Such deposit shall be maintained until the water user has timely paid all bills without

delinquency, for a period of twelve (12) consecutive calendar months. Failure to pay any required deposit within ten (10) days of written notice thereof, where service has not theretofore been discontinued, shall be further ground for discontinuance of service by the District with reconnection charges as provided in Section 8, Part D. The District may, but is not required to, apply any deposit to outstanding amounts due and owing. When a deposit has been made, but is no longer required, the same will be refunded to the water user after deduction of any charges or indebtedness to the

District which are due and owing, or applied against succeeding water bills. Absent written direction as to the first alternative, the District may apply the same to succeeding water bills.

Section 3. Unpaid Charges a Lien on Property. To the extent permitted by law, any unpaid charges, including connection charges and other charges, shall constitute a lien on the property of the water user as specifically provided by the County Water District Act (Water Code Section 31701.7). The District may record with the County Recorder a notice or "certificate" of any such lien and thereafter file suit to foreclose such lien in the manner provided by law.

Section 4. Actions to Collect. In the event any action is brought to collect any unpaid charges, including connection and other charges, whether separately or apart from any foreclosure of lien, the District shall be entitled to recover, in addition to any such charges, its reasonable attorney fees and court costs.

PART H. NON-LIABILITY OF DISTRICT; INDEMNIFICATION AND HOLD HARMLESS OF DISTRICT BY WATER USERS.

Section 1. Untreated Water - No Warranty. All water sold by the District will be untreated water. It shall be the responsibility of the water user utilizing, serving or otherwise disposing of the same for human or animal consumption to cause such treatment thereof as may be required by any applicable law, rule or regulation for any such use and as may in addition thereto be necessary or desirable for any such use. The District expressly disclaims any warranty or representation of suitability for any of the above uses, and the water user shall assume full responsibility therefore. The water user shall provide any person to whom the water is otherwise sold or disposed of a copy of this section, unless such user shall have treated said water in accordance with all applicable laws, rules and regulations. No water user or other person shall serve water obtained directly or indirectly from the District in a domestic water system without first complying with all applicable laws, rules and regulations. There is further no warranty or representation concerning any use of delivered water as to content of dissolved or undissolved solids in the water, salts, or absence of impurities or foreign objects in any water delivered, nor as to the long or short-term effect on soils, pipes or fittings of utilization of water delivered.

Section 2. District Not Liable; Indemnifications. Notwithstanding the term "sale" or like terms in these Rules and Regulations, which may be used for convenience, any service of water to any water user is a water service agreement. Any such water user shall be required to and shall be deemed to have consented to accept water service at the location served subject to such conditions of pressure and service as may be provided from time to time, and such condition may be changed by the District's General Manager, consistent with these Rules and Regulations. The District, its Directors, agents, employees and independent contractors shall not be liable to any water user or any person to whom a water user provides water, directly or indirectly, for any claimed damage or expense occasioned from any of the following, whether or not occasioned by the concurrent or contributory negligence, actual or alleged, of the District or its Directors, agents, employees or independent contractors: quality or content of water, whether relating to a matter specified in the preceding section or otherwise; delayed commencement or recommencement of service; interruptions of service; low pressure; high pressure fluctuations of pressure; shortage or insufficiency of supply; the control, carriage, handling, use, disposal or distribution of water delivered to a water user once it reaches a point beyond the facilities owned and operated by the District. Notwithstanding any provisions in these Rules and Regulations, any water service agreement is solely between the District and the applying water user (subject to liability of any co-signing owner), notwithstanding that that water user may in turn supply such water to others, and no provision in this agreement shall be deemed to make any other person a beneficiary, third party or otherwise, of any provision of said water service agreement, or to establish any contractual relationship between such other party and the District. It is the responsibility of the water user to provide terms

and conditions as a part of any furnishing of water to others. Each water user shall indemnify and hold the District, its Directors, agents, employees and independent contractors harmless from any claims by any such other persons, whether from matters set forth in this section, or based on any other ground, and whether or not occasioned by the concurrent or contributory negligence, actual or alleged, of the District or its Directors, agents, employees or independent contractors.

PART I. SERVICE CONNECTION FACILITIES INSTALLED BY DISTRICT; FACILITIES TO BE INSTALLED BY WATER USER; PROTECTION OF DISTRICT FACILITIES. The following facilities will be installed and maintained by the District and water user respectively, subject to all other provisions of these Rules and Regulations.

Section 1. Installation by District. Upon approval of an application for service, payment of all required connection charges and execution by the District and water user of any other required agreement, the facilities to be installed by the District will include such pipeline and appurtenances as determined by the General Manager. All such facilities to the boundary of said easement shall be the property of and be maintained by the District.

Section 2. District's Assistance in Necessary Rights-of-Way and Easements. Notwithstanding any other provision of these Rules and Regulations, the District, under appropriate agreement approved by its Board, may acquire, either consensually or through condemnation proceedings, easements and rights-of-way for lateral or other lines to prospective water users who cannot otherwise obtain such easements and rights-of-way. Such water users will be required to bear all costs and expenses of easement acquisition and installation of facilities therein, which the District will own.

Section 3. Water User's Responsibility for Distribution System. The water user shall be responsible for the installation and maintenance of all facilities from the terminus of the District's facilities.

PART J. CERTAIN USES OF WATER AND OTHER ACTS PROHIBITED; RATES FOR PROHIBITED WATER USES. The following uses and acts are prohibited, and, for prohibited uses and acts, water rates shall be payable in accordance with the following.

Section 1. No Water to be Conveyed to Third Person Except by a Water Purveyor. No water user, except a water purveyor (being one regularly engaged in the business of distributing M&I water) shall, without the prior written consent of, sell or convey any water obtained from the District to any other person or permit any other person to obtain the same from water user's distribution facilities.

Section 2. Uses for Which Rates Have Not Been Established. No water user shall use or permit to be used any water obtained from the District for any use or category for which rates have not been established, or which requires the consent of the District where that consent has not been first obtained in writing. Each water user shall be absolutely responsible for the acts of its distributees in this regard.

Section 3. Unauthorized Connection or Reconnection. Only District personnel are authorized to connect or reconnect service. No other person shall do so.

Section 4. Charges and Rates for Violation. Any water user who violates any of the foregoing sections of this part, and any other person who violates Section 3 of this Part, or who bypasses a District meter, shall be deemed to have agreed to pay double the normal M&I rate, and in the case of a Section 3 violation, all charges which would otherwise be imposed for an authorized connection or reconnection. Nothing herein shall preclude the District from disconnecting. In the event of a by-pass of a District meter, it shall be presumed that such by-pass occurred immediately after the last meter reading, and that water has been taken twenty-four (24) hours a day each day thereafter at the full rate of flow which the connection is capable of transmitting, and it shall be the burden of that person to demonstrate to the contrary. The General Manager in such event shall determine the amounts due and, payable from time to time and render a billing which is immediately due and payable.

Section 5. Only District Personnel to Operate or Control District Facilities. No person other than authorized District personnel shall operate, control or otherwise disturb any District water system equipment or facilities.

PART K. DISTRICT'S RIGHT IN WASTE, SEEPAGE AND RETURN FLOW. The District has and claims all right, title and interest in and to all return flow into any ground water basin within the District's boundaries resulting from water imported by the District, along with the right to later recapture or otherwise utilize the same, provided, however, the District does not claim title to return flow from imported water purchased by a public entity from the District which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated therefore by the District acting as Watermaster of any such basin. The District's claim extends to all return flow from water imported by the District, whether from spreading operations by the District, from waste or seepage before any delivery of water by the District, from waste or seepage thereafter, and from percolation after or as a result of use or reuse of imported waters by any water user or other person, except imported water purchased from the District by a public entity which is intentionally spread for storage in a groundwater basin by such public entity pursuant to rules and regulations promulgated by the District acting as Watermaster of any such basin. The District hereby expresses its intention to later recapture or otherwise utilize such return flow. Nothing herein shall prevent any person from engaging in drainage or other activities to protect that person's land or the use thereof from return flow which otherwise would injure or would threaten injury to the enjoyment or utilization of such land.

PART L. SHORTAGES. The District retains the right and power to later provide, consistent with any then applicable provisions of law, for priorities, restrictions, prohibitions and exclusions in the event of shortage or other emergency, including cessation or interruption of sale of water to particular users.

PART M. MANAGEMENT OF DISTRICT WATER SYSTEM; ACCESS. The following provisions apply to management of the District's system and access to lands of water users.

Section 1. Management - General Manager and Employees. Subject to the Board's overall control, the District's water system is under the exclusive management and control of the General Manager who is a person appointed by the District's Board to manage the affairs of the District pursuant to its direction. No other person except said General Manager or a person operating under the General Manager's authority shall operate any of the facilities of the District's system. The General Manager shall supervise the activities of all District employees in connection with operation and maintenance of District's water system and all other activities of the District.

Any controversy between a water user and the District shall be handled by the General Manager, or in the General Manager's absence, the employee designated by the Board to act.

Section 2. Right of Access. The District employees authorized by the General Manager shall have reasonable access to lands and irrigation facilities within the District for the purpose of conducting District business which may include the following: (a) Inspection of the lands upon which water delivered by the District is being applied for the purpose of determining water users' compliance with these Rules and Regulations or performing any

function under these Rules and Regulations, including inspection and testing of any water meter; (b) Inspection, maintenance, repair or modification of facilities of the District's water system.

Section 3. Scheduling of Agricultural Water. When deemed necessary or desirable, the General Manager may schedule the delivery of agricultural water in such manner as the General Manager deems advisable.

PART N. DECISIONS OF GENERAL MANAGER; APPEAL TO BOARD. In order to assure fairness to water users, the following provisions are established relative to decisions of the General Manager and appeals there from.

Section 1. General Manager Decisions. Any person desiring to appeal a decision of the General Manager

affecting that person as a water user or prospective water user shall first request that the decision be placed in writing and provided that person. It shall be the duty of the General Manager to promptly do so, who may also reduce any decision to writing without such a request.

Section 2. Appeals. If any such written decision involves the payment of any charge or amount of money, any appeal therefrom as hereinafter provided for shall not excuse the payment when otherwise due and payable had there been no appeal. Provided that all such payments have been made to the District, the water user or prospective water user may file an appeal in writing to the Board within twenty (20) days after the written decision is deposited in the mails or personally delivered to the person affected, specifying the decision appealed from and the grounds of the appeal. The Board shall thereafter hear the evidence on the matter and make its determination in writing. Failure to timely pay any amount involved which becomes due and payable after the filing of the appeal but before hearing shall be deemed an abandonment of the appeal unless the Board should otherwise rule. Any such hearing shall be conducted as close as possible in accordance with normal rules of evidence, but the acceptance of inadmissible evidence shall not be grounds for voiding the decision of the Board. If any refund is then indicated it shall be promptly made, or if the water user or prospective water user so consents shall be credited against subsequent charges. If no appeal is filed within twenty (20) days after the written decision is mailed to the person or personally delivered to him, or any payment called for by said decision is not made concurrently with or before the filing of any such appeal, the decision of the General Manager becomes final and conclusive, unless for good cause shown the Board grants relief from any default in timely filing an appeal or making any payment otherwise due and payable under said decision.

PART O. SEVERABILITY; INTERPRETATION.

Section 1. Severability. If any provision of these Rules and Regulations is determined to be invalid, it is the intention that the remainder of these Rules and Regulations shall not be affected thereby.

Section 2. Interpretation. In the event of any ambiguity in these Rules and Regulations or its application, the Board's interpretation shall be final and conclusive.

PART P. SPECIAL RULES AND REGULATIONS GOVERNING THE USE OF RECYCLED WATER.

Section 1.1. Introduction. The District by contract with the California Department of Corrections & Rehabilitation (CDCR) will receive disinfected tertiary recycled water ("recycled water") from CDCR's California Correctional Institution in Cummings Valley ("CCI"). The District intends to sell water for irrigation uses enumerated in and in accordance with subpart (a) of section 60304 of Title 14 of the California Code of Regulations. For any other recycled water uses in the future including, but not limited to, industrial processes and commercial, landscape or recreational impoundments, wildlife habitat, and groundwater recharge, the District shall submit additional plans and documents to the State of California, Department of Health Services and the Central Valley Regional Water Quality Control Board for review

and approval. These future recycled water applications will be evaluated on a case-by-case basis and shall be evaluated in accordance with the California Environmental Quality Act.

Section 1.2. Purpose. The purpose of these special recycled water rules and regulations is to promote the conservation and reuse of water resources and to ensure maximum public benefit from the use of the District's recycled water supply by regulating its use in accordance with applicable federal, state and local regulations. These rules and regulations are also intended to be those required as a condition of issuing a master recycled water project permit pursuant to Water Code section 13523.1(b)(3).

Section 1.3. Policy. Recycled water supplies shall be used to the maximum extent possible for any approved beneficial use. This shall be accomplished through the beneficial use of recycled water in compliance with applicable federal, state and local regulations.

Section 1.4. Intent. The District shall provide recycled water wherever the District determines its use is economically and technically feasible and consistent with these rules and regulations and its contractual obligations to CDCR.

Pursuant to Water Code section 13523.1(b)(3), the establishment and enforcement of these rules and regulations shall govern the design, construction and use of recycled water distribution and disposal systems within the District.

It is further, the intent of these rules and regulations to be consistent with the following criteria:

- California Code of Regulations, Title 22, Division 4, Chapter 3, *Wastewater Reclamation Criteria*;
- California Code of Regulations, Title 17, Division 1, Chapter 5, Group 4, Articles 1 & 2;
- The State Department of Health Services (State DHS), *Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*;
- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada Section, *Guidelines for the Distribution of Non-Potable Water and Guidelines for Retrofitting to Recycled Water* or alternate measures that are acceptable to the State DHS.
- The General Waste Discharge Requirements for Landscape Irrigation Uses of Municipal Recycled Water as Adopted by the State Water Resources Control Board.

Section 1.5. Scope. These special rules and regulations establish the requirements for recycled water use and the provision of recycled water service by the District to its customers. If there is any conflict between the provisions of these rules and regulations and the provisions of any of the documents incorporated by reference, the most stringent requirement will govern.

Section 1.6. Incorporation of Supporting Documentation. The following documents and programs, as may be amended hereafter, are incorporated herein and by this reference made a part hereof as though fully set forth:

- A. California Code of Regulations, Department of Health Services, Title 22, Division 4;
- B. Department of Health Services, “Manual of Cross-Connection Control/Procedures and Practices”
- C. California Code of Regulations, “Regulations Relating to Cross-Connections” (Title 17, Chapter 5, Subchapter 1);
- D. California State Water Resources Control Board, “General Waste Discharge Requirements for Landscape Irrigation Uses of Municipal Recycled Water”

- E. California-Nevada Section American Water Works Association “Guidelines for Distribution of Non-potable Water”
- F. California-Nevada Section American Water Works Association “Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water.”
- G. T-CCWD “Recycled Water Use Guidelines And Best Management Practices” (Sections 7.1-7.7).
- H. T-CCWD “Recycled Water Inspection And Monitoring Program” (Sections 8.1-8.6).
- I. All other Federal, State or local statutes, regulations, ordinances governing the distribution and use of recycled water.

Section 2.1. Definitions.

- A. **“Applicant”**. Party requesting a Recycled Water Service Connection and/or recycled water service from the District.
- B. **“As-Built Drawings”**. Engineered drawings that depict the completed facilities as constructed or modified.
- C. **“Backflow”**. A condition that results in the flow of water into District pipelines from a source other than an approved water supply.
- D. **“Board”**. The Board of Directors of Tehachapi-Cummings County Water District.
- E. **“Cross Connection”**. Any unapproved and/or unprotected connection between a standard District water system and a non-potable system.
- F. **“Customer/User”**. Recipient of recycled water service from the District.
- G. **“District”**. Tehachapi-Cummings County Water District and/or the Staff thereof.
- H. **“Service Connection”**. The District’s valve and meter through which a customer takes delivery from the District of recycled water.
- I. **“Recycled Water”**. Disinfected tertiary treated recycled water as defined in section 60301.230 of Title 14 of the California Code of Regulations.
- J. **“District’s Standard Rules and Regulations.”** The Rules and Regulations for the sale, use and distribution of water, of which these special regulations for recycled water are a part (Part P), as adopted by Resolution No. 13-09, and as may be amended in the future.
- K. **“Non-Potable Water”**. Water that is not acceptable for human consumption in conformance with federal, state and local drinking water standards.

- L. **“Off-Site Recycled Water Facilities”**. Facilities under the control of the District from the source of supply (CDCR) to the point of connection to the customer’s on-site facilities normally up to and including the Service Connection.
- M. **“On-Site Recycled Water System”**. The customer operated portion of the recycled water system facilities, extending from the Service Connection to the customer’s parcel to be provided with recycled water service and including recycled water system facilities on the parcel to be irrigated with recycled water.
- N. **“Potable Water”**. Water which conforms to the latest federal, state and local drinking water standards.
- O. **“Recreational Impoundment”**. A body of water used for recreational activities including, but not limited to, fishing, boating, and/or swimming.
- P. **“Recycled Water Agreement”**. An executed contract between the District and the customer, as a condition for obtaining recycled water service.
- Q. **“Regulatory Agency”**. Individually, or in concert, the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Central Valley Regional Water Quality Control Board, State Water Resources Control Board, State Department of Health, California Department of Fish and Game, the Kern County Department of Environmental Health Services, and the District.
- R. **“Standard District Water”**. Water, other than recycled water, supplied by the District.
- S. **“Unauthorized Discharge”**. Any release of recycled water that violates the provisions of these rules and regulations or any applicable federal, state, District, or local statutes, regulations, ordinances, contracts or other requirements.
- T. **“Use Area”**. The specific area designated to be served recycled water through on-site recycled water facilities.

Section 3.1. Off-Site Recycled Water Facilities and Service Connections.

- A. Off-site recycled water facilities and Service Connections shall be planned, furnished and installed by District at customers’ expense in accordance with applicable federal, state and local statutes, ordinances and regulations.
- B. The District reserves the right to determine the location, size, capacity, manufacturer and model(s) of off-site recycled water facilities and Service Connections.
- C. Requests for modification or relocation of an existing Service Connection shall be made to the District in writing and paid for in advance before the District will begin the involved work.
- D. The District reserves the right to limit the use area to be supplied by one Service

Connection to one customer. A Service Connection shall not be used to supply adjoining property of a different customer unless approved by the District, in writing in advance of any new use.

- E. Every Service Connection shall be equipped with a valve on the inlet side of the meter to control the water supply through the meter assembly.
- F. District ownership and maintenance responsibilities terminate at the valve on the user's side of the meter assembly.
- G. The standard District water supply system or any public water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of sections 7602(a) and 7603(a) of Title 17 and the approval of the District or the operator of the public water system has been obtained. If a "Swivel-ell" type connection is used it must be used in accordance with the provisions of the Department of Health Services Policy Memo 2003-003. Approved backflow prevention devices shall be provided, installed, tested, and maintained by the recycled water user in accordance with the applicable provisions of Title 17, Division 1, Chapter 5, Group 4, Article 2.

Section 3.2. On-Site Recycled Water Facilities.

- A. Each customer shall be responsible for furnishing, installing, operating and maintaining all facilities necessary to convey water from the meter assembly at the Service Connection to the use area in a manner that does not harm or damage any person or property, including any employees or property of the District.
- B. On-site recycled water facilities shall be constructed in accordance with applicable federal, state and local statutes, ordinances and regulations.
- C. The District shall inspect the construction of all recycled water facilities to ensure compliance with applicable regulations.
- D. The District shall approve irrigation system schedules of its customers who shall be obligated to coordinate the scheduling of their irrigation demand among themselves so that all of the District's customers receive their share of recycled water supplied by CDCR to the District in an efficient manner. The District shall have the right to impose schedules upon its recycled water customers if the customers fail to agree.
- E. On-site recycled water facilities shall be tested under active conditions in the presence of the District inspector and most likely a representative from the State DOHS, Kern County Department of Environmental Health Services, Central Valley Regional Water Quality Control Board or other regulatory agency to ensure compliance with local, state and federal conditions.

Section 3.3. Conversion of Existing Facilities.

- A. Conversion of Existing Facilities to Recycled Water Use. Prior to the conversion

of an existing irrigation system to recycled water use, the District at the customer's expense shall, at a minimum, review the record drawings, prepare required reports, and determine the measures necessary to bring the system into full compliance. No existing irrigation facilities shall be converted to, or incorporated into, a recycled water system without proper testing and approval by District and/or other regulatory agencies.

Section 3.4. Marking Water Facilities.

- A. The exposed portions of the customer's recycled water piping and appurtenances shall be clearly identified in accordance with local and health department requirements. The method of identification shall be clearly detailed on all plans, specifications, and engineering reports.
- B. Water meters used for recycled water service shall not be used for any other water service.

Section 3.5. Cross-Connection Prevention.

- A. Backflow Assembly. Backflow assemblies are required at every recycled water service connection and at every back up connection between a customer recycled water system and the standard District water system or with any public system. The customer, at the customer's sole expense, shall install, test, and maintain an approved backflow assembly in accordance with Title 17 of the California Code of Regulations as a prerequisite to receiving recycled water service.

Any backflow prevention device installed to protect the standard District water system or other public water system shall be tested, inspected, and maintained in accordance with section 7605 of Title 17, California Code of Regulations.

- B. System Testing. As required by the State Department of Health Services or the regulatory agency, the District will periodically conduct a cross-connection control test of the integrity of the on-site recycled water system at those facilities having both standard District water service or other public water service and recycled water service. Methods of system testing include, but may not be limited to: 1) isolating each system in turn and recording the internal pressure of the isolated system; or 2) introducing tracer dyes into the system to determine existence of backflow into the standard District or other public water system. The recycled water system shall be tested as described above for possible cross connections at least once every four (4) years.
- C. The District shall provide adequate notice prior to conducting a cross-connection control test to the State Department of Health Services and any other regulatory agency requesting notice.
- D. The cost of testing and any repairs or corrections identified during the testing shall be paid for solely by the customer.

Section 4.1. General Statement. The District shall provide recycled water where the District determines recycled water is technically and economically feasible. However, each use must be approved on a case-by-case basis. Determination of the specific uses shall be in accordance with the treatment

standards and water quality requirements set forth in Title 22, Division 4, Chapter 3 of the California Code of Regulations and to preserve the public health. Each use shall, in addition, be subject to the availability of distribution facilities or the technical and economic feasibility of making such facilities available, as determined by the District.

Section 4.2. District's Liability. The District is not responsible for any condition of the recycled water itself, or any substance that may be mixed with or be in recycled water as delivered to any customer, except as required by Title 22 and applicable regulations. The District shall not be liable for any damage from recycled water, including that resulting from inadequate capacity, interrupted service, defective plumbing, broken or faulty services, or recycled water mains; or any conditions beyond the control of the District. All users shall accept the pressure provided at the location of the Service Connection and hold the District harmless from any and all liability, damage, loss, costs, fees or expenses of whatever type or nature, arising from low pressure or high pressure conditions, or from interruptions of service.

Section 4.3. Conditions of Service. Recycled water service will be made available to the customer in accordance with the following terms and conditions:

- A. Compliance with Regulations. The District's recycled water shall be used in a manner that complies with all applicable federal, state, and local statutes, ordinances, regulations and other applicable requirements for the treatment level supplied, as determined by the District.

The use of recycled water shall not, at any time, cause pollution, contamination, or a private or public nuisance, as defined by section 13050 of the California Water Code. Recycled water shall be used by customers at all times in a manner that does not cause illness or injury to any person and in a manner that does not harm or damage any real or personal property of any person or entity, including the District. Customers shall not discharge recycled water into any watercourse unless Waste Discharge Requirements for such discharge have been previously obtained by the customer from the Central Valley Regional Water Quality Control Board.

- B. Studies and Reports. The cost and preparation of any study or report necessary to comply with the California Environmental Quality Act (CEQA) or obtain any permit or other approval required from a regulatory agency shall be the responsibility of the applicant.
- C. Service Constraints. All service is contingent on the quantity and quality of recycled water available to the District from CDCR at CCI and shall be provided in accordance with the terms of the Agreements between the District and CDCR and between the District and the customer.
- D. Distribution. The District reserves the right to control and schedule distribution as necessary to: 1) maintain an acceptable working pressure; 2) safeguard the public health; 3) manage the availability of recycled water supply to each of the District's customers; and 4) construct, maintain, and operate the facilities.
- E. Deliveries. Deliveries (or runs) of recycled water shall, in no event, be less than 15% or more than 100% of the rated capacity (as determined by the District) of the involved meters.

- F. Metering. All recycled water use shall be metered, and all recycled water used on any premises where a meter is installed must pass through a meter. Customers shall be held responsible and charged for all recycled water passing through the meter(s), unless otherwise specified by the District.
- G. Best Management Practices. Each applicant must demonstrate its ability to comply with the Recycled Water Use Guidelines and Best Management Practices (Sections 7.1.1 – 7.1.6 hereafter), including, but not limited to, an adequate reuse system, including adequate tailwater ponds and recycling pumps.
- H. Scheduling.
1. On or before November 15 of each year, each customer shall advise the District in writing whether the customer intends to use recycled water during the following calendar year, and provide an estimate of the quantity of recycled water that the customer will need that year. Only customers that so advise the District prior to November 15 in any year will be entitled to receive recycled water during the following year.
 2. On or before February 1 of each year, each customer shall provide the District in writing a firm order for recycled water and a monthly delivery schedule specifying the quantity of recycled water the customer requests to be delivered during each month of the year. This order and delivery schedule will obligate the customer to take the full ordered quantity of recycled water during the year if such quantity is available. If a customer fails to provide such a written order and delivery scheduled by February 1 in any year, the District may conclude that the customer does not have any demand for recycled water in that year and will not have any obligation to deliver any recycled water to the customer during the year.
 3. Based on the terms of each Recycled Water Agreement and the annual orders and monthly delivery schedules provided to the District on or before February 1 of each year, the District will determine the quantity of recycled water that the District can make available to each customer for the year. On or before February 28th of each year, the District shall notify each of its recycled water customers of the estimated amount of recycled water that the District anticipates will be available for delivery to the customer in the year. Periodically thereafter, the District shall provide updated estimates as quantities of recycled water available from CDCR are revised.
 4. If a customer fails to take delivery of the full quantity of recycled water that it orders in a given year, such failure will be grounds for suspension or termination of recycled water service if this failure results in the waste of recycled water. If a customer underestimates its recycled water demand in its order provided on or before February 1, the District will deliver recycled water to the customer in excess of the quantities ordered and scheduled to the extent the District can do so while meeting the demands of other customers.

Section 4.4. Request for Service.

- A. Application. All requests for recycled water service must be made by the applicant completing and signing the appropriate District application form. Upon receipt of an application, the District will review the application and may prescribe requirements and conditions in the District's sole discretion, in writing to the applicant as to the off-site and on-site facilities necessary to be constructed, the manner of connection, the financial responsibility, and the use of the recycled water. Prior to receiving recycled water service, the proposed use shall be approved by the District and any other regulatory agency which asserts jurisdiction to approve the proposed use. The District will inspect on-site recycled water facilities to assure initial and future continued compliance with the District's regulations and other applicable requirements.
- B. Recycled Water Use Agreement. Upon approval of the application by the District in its sole discretion, and issuance of all required regulatory agency permits, a Recycled Water Agreement shall be executed between the District and customer authorizing the applicant to receive recycled water service subject to the terms and conditions of these rules and regulations and federal, state, and local regulatory agencies rules and regulations. Such agreement shall include, but not be limited to, the property location, quantity of recycled water to be used, permitted uses, and rate to be charged for the recycled water. Such agreement shall require any customer before applying recycled water to any land the customer does not own to supply to the District the landowner's consent on a form be supplied by the District.

Section 4.5. Disputed Recycled Water Bills. The District will investigate any dispute over the correctness of a recycled water bill. Bills reflecting clerical or meter errors shall be adjusted, taking into consideration the volume of business, seasonable demand, and any other factors that may assist in determining an equitable charge.

Section 4.6. Non-Registering Recycled Water Meter. When a meter is found to be out of order, the charge for water will be based on, at the option of the District, either the average monthly consumption for the preceding months during which the meter is known to have registered correctly, or the consumption as registered by a "substitute meter". Consideration will also be given to volume of business, seasonal demand and any other factors that may assist in determining an equitable charge.

Section 4.7. Wholesale Recycled Water Service. Wholesale recycled water service to another water agency shall be specifically dealt with in a special agreement, by and between the involved water agency and the District covering the terms and conditions for service.

Section 4.8. Discontinuance of Service.

- A. Turn-off At Customer's Request. A customer may request that service be discontinued, either temporarily or permanently, only if permitted and in the manner provided in the Recycled Water Agreement.
- B. Turn-off by the District. The District may discontinue a customer's service for any of the reasons set forth in Part E of the District's Standard Rules and Regulations and for the following additional reasons:
 - 1. Water Quality. Service may be discontinued if CDCR discontinues recycled water deliveries to the District for any reason or, at any point in

the District's distribution system, the recycled water does not meet the requirements of the District or any regulatory agency. Service will, in the latter case, be restored at such time as recycled water again meets the requirements of regulatory agencies.

2. For Non-Compliance With Terms & Conditions Contained in District's Recycled Water Agreement. The customer's failure to comply with any of the terms and conditions contained in the District's standard recycled water agreement shall result in an enforcement action. The District shall have the right to enforce the agreement by any method provided in the agreement or by any applicable federal, state or local law, rule or regulation.
3. For Non-Compliance With Regulations. Service may be suspended or terminated in the manner provided herein at any time the customer's operations do not conform to these special rules and regulations as determined by the District in its sole discretion. Where safety of water supply or public health is endangered, or regulations have been violated, service may be suspended immediately without notice. Otherwise, all defects noted shall be corrected within the period of time specified by the District.
4. For Waste or Misuse of Water. In order to protect against waste or misuse of recycled water, the District may suspend service if such wasteful practices or misuses of recycled water are not remedied after notice to such effect has been given to the customer. Because failure to take the full quantity of recycled water ordered for the year will likely result in the waste of recycled water, the District may suspend or terminate service if the customer does not take delivery of the full quantity of recycled water the customer ordered for that year.
5. For Unauthorized Use of Recycled Water. When the District has discovered an unauthorized use, the service may be suspended without notice. Any person obtaining recycled water without District approval will be liable for a penalty charge, as set forth in Part J of these Rules and Regulations. The District shall, as appropriate, notify the State Department of Health Services and the Kern County Department of Environmental Health Services of such unauthorized use. Repeated unauthorized usage shall be considered as tampering with District property and may result in the offender being charged and prosecuted.

Section 4.9. Re-Establishment of Service. The District shall have the right to refuse to re-establish service following termination of service for violation of these provisions or any Recycled Water Agreement. Any request to re-establish service subsequent to the termination of recycled water service shall be in the manner prescribed for initially obtaining recycled water service from the District, which may include the collection of a security deposit, as set forth in Part G of these Rules and Regulations.

Section 4.10. Special Rules Pertaining to Use of Recycled Water in Cummings Basin.

- A. No recycled water shall be used in the Cummings Basin north and west of the

South Quarter Corner of Section 25, T.32S., R.31E., M.D.B.&M., that is, west of Pellisier Road [County Road No. 241] and north of the westerly extension of Highline Road.

- B. Customers using recycled water to irrigate crops (including turf grass) in the Cummings Basin as a condition of receiving recycled water for irrigation shall elect to participate in the Southern San Joaquin Valley Water Quality Coalition, Kern River Sub-Basin. The District shall establish a surface water quality monitoring station in Chanac Creek at the eastern boundary of Parcel Map No. 4117 subject to approval of the Central Valley Regional Water Quality Control Board, and shall take and analyze samples collected therefrom when and as may be required by the Regional Board as part of any WDR Conditional Waiver Program.
- C. The District shall monitor Cummings Basin groundwater quality on a monthly basis by taking and analyzing samples from Well No. 36C2 near the Northwest Corner of Section 36, T.32S., R.31E., M.D.B.&M., commonly referred to as "SSCSD's Cummings Valley Well No. 1." Analyses of such samples shall be public documents, available to inspection and copying by members of the public.
- D. Customers in the Cummings Basin shall not discharge recycled water into Chanac Creek or any other water course except pursuant to Waste Discharge Requirements issued by the Central Valley Regional Water Quality Control Board. Any such discharge shall be grounds for termination of the Recycled Water Agreement between the customer and the District.
- E. Customers using recycled water to irrigate crops in the Cummings Valley shall demonstrate to the District's satisfaction that their recycling systems, including tailwater ponds and pumps, are sized, constructed, located and maintained such so as to preclude any accidental overflows or discharges to adjoining lands or Chanac Creek. Customers shall grant the District the right to position mobile diesel pumps at tailwater ponds for emergency back up operation by customers in the event a customer's pump fails. All costs of operating District mobile diesel pumps shall be promptly reimbursed by the customer. At a minimum, the District shall install a mobile diesel pump at any tailwater pond which has overflowed in the previous five years.
- F. As used herein, "Cummings Basin" shall mean all the land overlying the Cummings Valley Groundwater Basin and all non-overlying lands within the Cummings Valley Watershed as defined in Findings of Fact and Conclusions of Law in Kern County Superior Court Case No. 97210.

Section 5.1. On-Site Facilities. Customer shall operate, maintain and control all on-site recycled water facilities in accordance with the requirements established by District, federal, state, and local regulatory agencies. It shall be the sole responsibility of the recycled water user to:

- A. Designate a recycled water supervisor who is responsible for the recycled water system at each use area under the user's control. Specific responsibilities of the recycled water supervisor include the proper installation, operation, and maintenance of the irrigation system; compliance of the project with the District's

rules and regulations, prevention of potential hazards, implementation of Best Management Practices and preservation of the recycled water distribution system in its “as built” form. Designated recycled water supervisors shall obtain instruction in the use of recycled water from an institution approved by the State DOHS.

- B. Maintain a copy of these rules and regulations, irrigation system layout map, and a recycled water system operations manual at the use area. These documents shall be available to operating personnel at all times.
- C. Ensure that all on-site operations personnel are trained and familiarized with the use of recycled water.
- D. Furnish its operations personnel with maintenance instructions, irrigation schedules, controller charts, and record drawings to ensure proper operation in accordance with the on-site facilities design, the Recycled Water Agreement, and these rules and regulations.
- E. Prior to the initiation of recycled water service, the recycled water user shall submit plans and specifications for recycled water distribution facilities to the District for review and approval.
- F. The recycled water user shall provide written notification, in a timely manner, to the District of any material change or proposed change in the character of the use of recycled water.
- G. Ensure that the design and operation of customer’s recycled water facilities remain in compliance with all the terms of the Recycled Water Agreement and all the terms of these rules and regulations.
- H. Implement on-site controls, which meet the requirements established by the District, federal, state, and local regulatory agencies to protect the health of customer’s employees and the public.
- I. Notify the District immediately of any and all failures in the system resulting in an unauthorized discharge or a contamination of another system due to a cross-connection on the premises. Customer complaints or complaints received by customers concerning recycled water use that may involve public illness shall be reported to the State DOHS, the Kern County DEH, and to the District which shall maintain a log of all complaints regarding recycled water.
- J. Protect all recycled water storage facilities, including tailwater ponds, against erosion, overland runoff, and other impacts resulting from a 20-year, 24-hour frequency storm unless the Central Valley Regional Board Executive Officer approves relaxed storm protection measures for the facility.
- K. Protect all recycled water storage facilities against 20-year frequency peak stream flows as defined by the Flood Plain Management Division of the Kern County Engineering and Survey Services Department, unless such division approves relaxed storm protection measures for the facility.

- L. Protect all potable drinking water fountains and eating facilities from spray of recycled water.
- M. Ensure that the recycled facilities are operated at all times in full compliance with all federal, state, local and District recycled water requirements.
- N. Ensure that all recycled facilities are operated at all times in a manner that does not result in a discharge of recycled water into a watercourse, or cause illness or injury to any person or damage any real or personal property of any person, including the District.

Section 5.2. District Recycled Water System Facilities.

- A. Ownership, operation and maintenance of all recycled water system facilities up to, and including, the District's valve meter assembly at the Service Connection, shall be the responsibility of the District.
 - 1. Tampering with District Property. No person shall at any time tamper with District property. Such tampering constitutes a misdemeanor or felony criminal violation punishable by law. Only authorized District personnel may operate District facilities. A customer may operate District recycled water facilities only if expressly authorized in a Recycled Water Agreement.
 - 2. Unauthorized Use of Recycled Water. Customers who open the valve of a Service Connection without District approval may be liable for a penalty charge, as determined by the District, and for the cost of water usage, based either on the meter reading (if available) or the estimated consumption during the time water service was received without proper arrangements. Repeatedly turning on service without making proper arrangements shall be considered as tampering with District property and may result in the offender being charged and prosecuted.
 - 3. Use of Recycled Water on Non-Approved site. Use of recycled water on a site that has not been approved for the use of recycled water requires the immediate notification of State DOHS and/or Kern County DEH and/or Central Valley Regional Water Quality Control Board.
 - 4. Property Damage. Any repair costs incurred by the District as a result of damage inflicted by the customer or others will be billed to the responsible party. Failure by the responsible party to pay for such costs shall constitute grounds for discontinuance of water service and/or legal action by the District. Amounts paid by the District shall incur interest at 12% per month until paid in full.

Section 5.3. Access to customer's Premises.

- A. The District, the Central Valley Regional Water Quality Control Board, the State DOHS, the Kern County DEH, or any other regulatory agency, and any authorized

representative of these agencies, upon presentation of proper credentials, shall have the right to enter upon the recycled water use site during reasonable hours, or at any time during an emergency, for the following reasons:

1. Monitoring and inspecting all recycled water systems to ascertain compliance with these rules and regulations and other regulatory requirements of any regulatory agency.
 2. Installing, maintaining, repairing and reading District owned facilities serving the customer's premises.
- B. Where necessary, keys and/or lock combinations shall be provided to the District for site access.

Section 6.1. Termination of Service. The District may terminate service to a recycled water user who uses, transports, or stores such water in violation of these special rules and regulations, in violation of the District's Standard Rules and Regulations, or in violation of any Recycled Water Agreement with the District.

- A. The Central Valley Regional Water Quality Control Board may initiate enforcement action against any recycled water user, including but not limited to, the termination of the reclaimed water service, who:
1. Discharges recycled water in violation of any applicable discharge requirement prescribed by the Regional Board or by the State Water Resources Control Board, or in a manner which creates or threatens to create conditions of pollution, contamination, or nuisance, as defined in Water Code section 13050.
 2. Uses, transports, or stores such water in violation of the rules and regulations governing the design, construction and use of recycled water distribution and disposal systems promulgated by the District; or in a manner which creates or threatens to create conditions of pollution, contamination, or nuisance, as defined in Water Code section 13050.

Section 6.2. Investigation and Initial Determination. The District shall investigate all reports of non-compliance with any provision of these special rules and regulations and/or the Recycled Water Agreement to determine the seriousness of the violation. Determination regarding the seriousness will be based upon: 1) the magnitude and duration of the violation; 2) its effect on the operation of the District's recycled water system; 3) its effect on third parties; 4) its impact on public and environmental health and safety; 5) the history and good faith of the customer; and 6) its effect on District's compliance with regulatory agency rules and regulations or regulatory agency permit conditions.

Section 7.1. Recycled Water Use Guidelines and Best Management Practices. As a supplier of recycled water, the District must ensure that the District's customers are aware of their responsibilities regarding recycled water use. The following Sections 7.1.1 through 7.1.6 constitute the District's Recycled Water Use Guidelines and Best Management Practices ("BMP"). The BMP are consistent with those promulgated by the State of California Department of Health Services, in Title 17 and Title 22 of the California Code of Regulations. The implementation of the BMP is essential in controlling soil erosion,

over spray and ponding, promoting efficient irrigation practices and preventing discharged of recycled water offsite or into watercourses.

Section 7.1.1. General Operational Controls.

- A. The use of recycled water must be limited to the areas designated and approved by the District.
- B. All recycled water valves and outlets shall be properly tagged to warn the public and employees that the water is not safe for drinking.
- C. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively wrapped with purple tape in accordance with Chapter 7.9, section 4049.54 of the California Health and Safety Code.
- D. Where feasible, different piping materials should be used to assist in water system identification.
- E. All recycled water valves, outlets and sprinkler heads should be of a type that can only be operated by designated personnel.
- F. No recycled water shall be discharged into any watercourse.
- G. The recycled water piping system shall not include any hose bibbs. The use or installation of hose bibbs on any on-site water system that presently operates or is designed to operate with recycled water, regardless of the hose bibb style, construction or identification is strictly prohibited.
- H. No physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying standard District water. Backflow preventers shall be required at the discretion of the District.
- I. The use of recycled water shall at no time create odors, slime, deposits, become a public or private nuisance or create a trespass of any kind.
- J. The use area shall be maintained to prevent the breeding of flies, mosquitoes or other vectors.
- K. Reclaimed water facilities shall be operated in accordance with best management practices (BMP's) to prevent direct human consumption of reclaimed water and to minimize misting, ponding, and runoff. BMP's shall be implemented that will minimize public contact and preclude discharges onto areas not under customer control and discharges into watercourse.
- L. Customers shall ensure that all recycled water facilities are maintained, operated and repaired at all times in a manner that does not cause illness or injury to any person and in a manner that does not cause damage or injury to the real or personal property of any person or entity, including the District.

Section 7.1.2. Posting of On-Site Notices. All use areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches by 8 inches, that include the following wording and picture in a size no less than 4 inches high by 8 inches wide: “RECYCLED WATER - DO NOT DRINK”. The sign(s) shall be of a size easily readable by the public. The prescribed wording should also be translated into Spanish and other appropriate languages and included in the required signs.



Figure 1

All water outlets shall be posted as “potable” or “non-potable”, as appropriate

Section 7.1.3. Worker/Public Protection. Workers, residents, and the public shall be made aware of the potential health hazards associated with contact or ingestion of recycled water, and should be educated about proper hygienic practices to protect themselves and their families.

- A. Workers and others must be notified that recycled water is in use, through the posting of signs, etc.
- B. The following measures should be taken to minimize contact with recycled water:
 - 1. Workers/public should not be subjected to recycled water sprays.
 - 2. Workers should be provided with the appropriate clothing during prolonged contact with recycled water.
- C. Potable drinking water should be provided for workers.
- D. Toilet and washing facilities should be provided.
- E. Precautions should be taken to avoid contact with food and food should not be taken into areas that are still wet with recycled water.
- F. A first aid kit should be available on site, to prevent cuts and other injuries to contact recycled water.

Section 7.1.4. General Crop Irrigation Uses. All windblown spray and surface runoff of reclaimed water applied for irrigation onto property not owned or controlled by the discharger or reclaimed water user

shall be prevented by implementation of BMP's.

Irrigation with reclaimed water shall be during periods of minimal human use of the service area. Consideration shall be given to allow an adequate dry-out time before the irrigated area will be used by the public.

All drinking fountains located within the approved use area shall be protected by location and/or structure from contact with recycled water spray, mist, or runoff. Protection shall be by design, construction practice, or system operation.

Facilities that may be used by the public, including but not limited to eating surfaces and playground equipment and located within the approved use areas, shall be protected to the maximum extent possible by siting and/or structure from contact by irrigation with recycled water spray, mist or runoff. Protection shall be by design, construction practice or system operation.

Section 7.1.5. Efficient Irrigation. The following methods of irrigation management should be applied to reduce run off, ponding and over spray and preclude discharges of recycled water to watercourses. When followed, these methods will result in uniform irrigation and efficient operation.

A. Hardware.

All irrigation systems must have the appropriate equipment/hardware for the application.

1. Install irrigation system according to the design.
2. Make sure all sprinkler heads are uniform in brand, model and nozzle size. Where different arcs are needed at the same station, match precipitation rates by changing nozzles.
3. Measure spacing between sprinkler heads. Place heads per manufacturer's recommendations.
4. Where lower precipitation rates are required, such as on slopes, reduce nozzle size and spray angle per manufacturer's recommendations.
5. Install booster pumps to increase pressure where needed.
6. Install pressure reducers to decrease pressure where needed, often on steep hillsides where main lines run downhill.
7. Make sure piping is sized to transmit water in the quantity demanded by the system.
8. Use check valves either in-line or built into the sprinkler head assembly to virtually eliminate low head drainage after the valve has closed. THESE DEVICES SUBSTANTIALLY REDUCE RUN OFF AND PONDING FROM INDIVIDUAL SPRINKLER HEADS.
9. Use automatic flow control devices that shut down a system if a break or

other similar high flow/low pressure situation develops during irrigation. THESE DEVICES CAN SAVE SIGNIFICANT AMOUNTS OF WATER AND ELIMINATE RUN OFF OR PONDING IF A BREAK SHOULD OCCUR.

10. The use of centralized control systems or controllers that measure or can be programmed to use evaporation rates, or systems that use controls such as moisture sensors is recommended.

B. Maintenance.

Maintenance is often the most overlooked irrigation system component. Perform the following routinely, and to fix a problem with the irrigation system.

1. Adjust sprinkler heads so they achieve 80% head to head coverage throughout their intended arc. There should be no obstruction that would interfere with the free rotation and smooth operation of any sprinkler, such as trees, tall grass, shrubs, signs, etc. The system should be tested during the daytime so adjustments can be made.
2. Adjust valves or pressure regulators so that the systems are operating at the pressure required by the sprinkler heads or emitters. Test pressures periodically with a pressure gauge to maintain appropriate pressure levels.
3. Routinely test the accuracy of time clocks. Have the time clock recalibrated or repaired as necessary.
4. Repair or replace broken risers, sprinklers, valves, etc. as soon as they are discovered. Replace with appropriate make and model of equipment to maintain uniformity throughout the system.
5. Routinely check backflow devices, pumps, etc. for leaks and repair or replace as necessary.
6. Routinely clean screens and backwash filters to keep systems operating optimally.

C. Management.

System management determines: 1) the appropriate duration of the irrigation cycle, and 2) the frequency at which irrigation occurs.

1. Duration: The duration or length of an irrigation cycle (run time) should be long enough to fill up the root zone reservoir. If total run times are longer than required, then deep percolation losses occur. There are exceptions to this general rule. A common and important exception to this rule is to reduce levels of salts in the root zone reservoir. This is accomplished by applying additional water to force salts down past the root zone. This process, called leaching, is a common use of irrigation water. Run times are also dependent on distribution uniformity (DU). DU

is a measurement of how evenly water is applied to the irrigated area. Run times are reduced by higher levels of DU.

2. Frequency: The frequency of an irrigation cycle should be as often as necessary to meet the water requirements of the vegetation. This is determined by measuring the amount of moisture remaining in the root zone reservoir between irrigation cycles. When an appropriate moisture level is determined, the irrigation cycles should be scheduled to ensure watering frequency is such to maintain that level.
3. Practices for optimizing management of an irrigation system:
 - a) Use tensiometers, gypsum blocks, soil probes, the “feel method”, and/or the California Irrigation Management Information System to estimate soil moisture levels. Inspect and maintain regularly to ensure accuracy and reliability.
 - b) Use automatic rain shut-off devices to reduce irrigation if significant rainfall occurs.
 - c) Use multiple rain shut-off devices to reduce ponding if precipitation rate is higher than the infiltration rate of the soil.
 - d) Irrigate in the evening or early morning to avoid the heat and/or windy parts of the day. This will reduce evaporation losses and minimize windblown spray from entering unintended areas.
 - e) Group irrigated areas into zones of similar water use. For example, irrigate grass areas separately from shrub areas, sunny areas separately from shady areas, etc.
 - f) As needed, aerate the soil to improve infiltration of air and water into the soil.
 - g) Provide as much flexibility as possible into the design of the irrigation system. Built in ability to make changes as necessary can add to the efficiency of the system.
 - h) Perform good horticultural practices; fertilization, mowing, de-thatching, aeration, and pest control, as necessary to create the best growing environment for landscape vegetation.

Because irrigation systems have constant wear and tear, periodic checks and adjustments are all part of good landscape water management programs.

D. Reuse System and Tailwater Ponds:

1. Each customer shall have a system to collect and reuse tailwater, including

tailwater ponds with recycling booster pumps of sufficient number, size, construction and location to (a) recycle all excess irrigation water for reuse, (b) contain and confine all irrigation water on the customer's fields and (c) preclude discharge of any recycled water onto adjoining lands or into any watercourse.

2. Each customer shall allow the District to position on those customer tailwater ponds the District selects District owned mobile diesel pumps to be operated by a customer as an emergency backup if a customer's recycling pump fails. At a minimum, the District shall position a mobile diesel pump on any tail water pond which within the previous five years has overflowed onto adjoining land or into a watercourse. The customer shall provide fuel for such pumps and shall promptly reimburse the District for any costs incurred by the District during emergency operation of such backup pumps.

Section 7.1.6. Use of Recycled Water Adjacent to Potable Wells.

- A. Irrigation with recycled water shall not take place within 50 feet of any domestic water supply well unless all of the following conditions have been met:
 1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface.
 2. The well contains an annular seal that extends from the surface into the aquitard.
 3. The well is housed to prevent any recycled water spray from coming into contact with the wellhead facilities.
 4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well.
 5. The owner of the well approves of the elimination of the buffer zone requirement.
- B. No impoundment of recycled water shall take place within 100 feet of any domestic water supply well.
- C. Crop Irrigation with recycled water shall be prohibited within the Cummings Valley north and west of the intersection of Pellisier Road (County Road No. 241) and the western extension of Highline Road.
- D. Other special restrictions applicable to use of recycled water in the Cummings Valley and its watershed are set forth in section 4.11 of the District's Rules and Regulations Governing Use of Recycled Water.

Section 8.1. Recycled Water Inspection and Monitoring Program. The Recycled Water Inspection and Monitoring Program set forth in the following Sections 8.1.1 through 8.1.5 is designed to insure

compliance with all federal, state and local regulations governing the use of recycled water. The District's "Rules and Regulations Governing the Use of Recycled Water" provides the legal authority for the implementation of this Recycled Water Inspection and Monitoring Program. The key components of this program include the District's Cross Connection Control Program. In addition, educational information may be provided by the District's staff to prevent any unintentional misuse of recycled water.

Section 8.1.1. Plan Check Function. All new recycled water users proposing to install recycled water irrigation systems are required to submit plans for review and approval by the District and Regulatory Authority. Plan review is conducted by the District's staff to verify conformance with District standards. The irrigation system is inspected following construction to verify conformance with the approved plans.

Section 8.1.2. Application for Service. The District's "Rules and Regulations Governing the Use of Recycled Water" requires all customers desiring or required to obtain recycled water service to submit an application on a form developed by the District. This provision also requires that an agreement be signed prior to any connection to any District owned recycled water facilities.

Section 8.1.3. Recycled Water Agreement. After review of the application for service, a recycled water service agreement is prepared. This agreement is between the District and the customer, and is a condition of obtaining recycled water service.

Section 8.1.4. Inspection and Monitoring. Recycled water meters are read periodically by District water operators, meter readers and other District personnel. If any problems are discovered (ponding, run-off, inappropriate use, over spray, missing signs, etc.), the Wastewater/Recycled Water Supervisor, or the Wastewater/Recycled Water Supervisor's designee, will respond within 72 hours. Any issues that have potential health risks will be responded to immediately and reported to the County Department of Environmental Health Services.

In addition, all recycled water users will be inspected a minimum of annually. This routine inspection is conducted to verify compliance with the provisions established in the District's "Rules and Regulations Governing the Use of Recycled Water", the Recycled Water Agreement, and any other federal, state or local regulations. The inspection will be conducted with the designated "On-Site Recycled Water Supervisor". Any violations, deficiencies, or unacceptable findings will be noted and the On-Site Recycled Water Supervisor will be required to perform corrective action.

Section 8.1.5. Non-Compliance Issues. It is the policy of the District to remedy a violation as soon as possible through progressive enforcement procedures. This procedure provides the customer due process, and considers the seriousness of the violation when determining the appropriate enforcement action.

Enforcement mechanisms (notices, penalties, fines and termination of service) are described in more detail in the District's "Rules and Regulations Governing the Use of Recycled Water". Enforcement mechanisms are also included in the District's Recycled Water Agreements.

PART Q. WATER BANKING AGREEMENTS.

Section 1. Contents. Except in circumstances requiring other forms of agreement, as determined by the Board in its discretion, Supplemental Water Purchase and Banking Agreements both subsurface delivery of recharged SWP water and for spreading and later recovery and use of SWP water shall be substantially in form and content as set forth in **Appendix 3** to these Rules and Regulations.

Section 2. Policy Concerning Supplemental Water and Water Banking Customers. Not all of the SWP facilities authorized and necessary for DWR to deliver all of the KCWA's Table A entitlement under the Master Contract (and necessary for the KCWA to deliver all of the District's Table 1 entitlement under the KCWA Contracts) have been constructed. Court decisions adverse to the DWR water supply cast further uncertainty regarding the amount and dependability of the District's SWP water supply. Before entering into new Water Banking Agreements, Supplemental Water Purchase and Banking Agreements, or other contracts with new customers, it is the District's policy to carefully consider whether any SWP water under the KCWA Contracts, surplus to the anticipated long term needs of the District's existing Term M&I and other contract customers, exists and will continue to exist during the entire duration of the new customer's anticipated demand. In allocating its available water supply, the District will first meet the reasonable present and future needs of its existing M&I Term customers, other existing contract customers, and existing agricultural customers. If and when such needs cannot be met, it is the District's policy that new customers, as a condition of service, shall provide the District with such additional water supply as needed to meet such customer's long term water requirements.

Section 3. Substitute of Return Flows for Surface Deliveries. Provided that sufficient District return flows are in storage and pumping of same by District customers will not adversely affect other pumpers of groundwater exercising valid rights, the District in its discretion may allow customers to pump District return flows in lieu of imported water provided that such customers and the District execute a Supplemental Water Purchase and Banking Agreement substantially in the form and content as set forth in **Appendix 3** to these rules and regulations.

PART R. RIGHT TO AMEND, ETC.; PROVISIONS PART OF EVERY WATER SERVICE AGREEMENT; CERTAIN OTHER CONTRACTS.

Section 1. Right to Amend. The District retains the right at any time and from time to time, with or without notice, to amend, repeal, or add provisions additional to, any provision in these Rules and Regulations, either by actual amendment hereof, or by successor Rules and Regulations and amendments thereto. Any such change, including but not limited to, increases in rates or re-categorization or uses for rate purposes, or any rule or regulation, shall apply to water service commenced theretofore or thereafter, except to the extent as may be provided in any Term M&I Agreement or other contract.

Section 2. Provisions as Amended Part of Water Service Agreements. Every provision of these Rules and Regulations, as the same may be changed from time to time, whether before or after the entering into of any water service agreement (whether by approval of application alone or by reasons of a Term M&I Agreement) shall be deemed a part of each such water service agreement, and without thereby limiting the foregoing, each water user and co-signing owner shall be deemed to have agreed to the District's right to waste, seepage and return flow as provided in Part K, and to have quitclaimed to the District any otherwise right, title or interest of water user therein.

Section 3. Incorporation of Provisions of the KCWA Contracts and Master Contract. Every water service agreement is also subject to the provisions of the KCWA Contracts as they may be hereafter amended, and to the extent provided or later provided therein, or otherwise by law, to the provisions of the Master Water Supply Contract between DWR and the KCWA, as the same may be hereafter amended.

APPENDIX 1

TERM M&I AGREEMENT [For Existing Recharge Water Customers]

(_____ Basin)

THIS AGREEMENT is entered into effective _____, 2026 (**Effective Date**), by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district (**District**) and _____ (**Water User**).

RECITALS

- A. As provided in Part C of the District's Rules and Regulations, as amended from time to time (**Rules and Regulations**), it is the District's policy to meet the present and future needs of its current Term M&I Agreement customers from the District's State Water Project water (**SWP Water**) supply pursuant to the District's two water supply contracts with the Kern County Water Agency (**KCWA**) both dated December 16, 1966 (**KCWA Water Supply Contracts**). Water User for many years has had a Term M&I Agreement with the District for M&I use as defined in District's Rules and Regulations and wishes to enter into a further Term M&I Agreement, as herein provided.
- B. This is a "Term M&I Agreement," entered pursuant to the Rules and Regulations and does not govern Water User's purchase of agricultural water.
- C. Pursuant to Part K of the District's Rules and Regulations, the District claims all right, title and interest in and to all return flows into any groundwater basin within the District's boundaries of water imported by the District, whether by means of waste, seepage or percolation before or after delivery, use or reuse, or from the District's intentional recharge of imported water, including without limitation, SWP Water by the District in District spreading areas, together with the right to recapture and otherwise utilize same (all such return flows hereafter "**Recharge Water**").
- D. Section 3 of Part C of the District's Rules and Regulations provides that the District in its discretion, may elect to allow retail purveyors having Term M&I Agreements with the District to pump Recharge Water in lieu of taking surface deliveries of SWP Water.
- E. Water User desires to reduce the cost of treating SWP Water by substituting Recharge Water to be pumped by Water User from the _____ Basin.
- F. In accordance with the longstanding holdings of the California Supreme Court (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-77 and *City of Los Angeles v. City of San Fernando* (1975) 14 Cal. 3d 123, 257-261), and other holdings of the Courts, the District and the Water User have the right to recharge, store and withdraw SWP Water from the _____ Basin.
- G. Except as expressly provided herein, this agreement fully supersedes and replaces any and all prior Term M&I Agreements between the District and the Water User.

AGREEMENT

Now, therefore, it is agreed between the parties, in consideration of the terms hereof, and the lower rates for M&I water taken pursuant to a Term M&I Agreement, as follows:

1. Incorporation of Recitals and Rules and Regulations. The recitals above are incorporated into this agreement. This agreement is subject to all the provisions of the District's Rules and Regulations, as may be amended from time to time, except to the extent expressly inconsistent with a material term of this agreement, in which event this agreement shall control.

2. **Water User's Annual SWP M&I Demand.** During the term of this agreement Water User agrees to purchase from the District and the District agrees to sell to Water User (i) all water used, sold or distributed by Water User for M&I use, as defined in the District's Rules and Regulations, over and above all quantities of "Local Water Available To Water User" as that quoted term is defined and limited in paragraph 4 hereof, (hereinafter referred to as the "**Net SWP M&I Demand**") subject to the limitations set forth in paragraph 2 (a-d) below, and (ii) sufficient water to establish and maintain Water User's BWRA minimum goal as provided in paragraph 5 below.

(a) **Water to Meet Growth Rate Supply.** The District shall annually provide the Water User with SWP Water sufficient to meet that portion of Water User's Net SWP M&I Demand identified as Water User's "**Maximum SWP Allocation**" on Exhibit A, which is based on Water User's projected cumulative annual growth rate of one percent (1.00%), unless stated otherwise in this agreement] through year 2040. The starting or base year for this calculation is 2020 in which Water User's total consumption was _____ AF (_____ AF local water + _____ AF SWP Water).

(b) **[City of Tehachapi Only] Change in Growth Rate.** So long as the rolling average of the District's SWP Water Table 1 Allocation for the preceding 10 years meets or exceeds forty-one percent (41%) of its 19,300 AF contracted supply, the District shall annually supply Water User with SWP Water based on a growth rate of one and one-quarter percent (1.25%). In the event the 10-year rolling average for the District's SWP Water Table 1 Allocation falls below forty-one percent (41%), the SWP Water available to Water User for each successive year shall be reduced to a one percent (1.00%) growth rate, until the 10-year rolling average increases to forty-one percent (41%) or more, at which time the annual growth rate will return to one and one-quarter percent (1.25%). A table showing the District's historic SWP Water Table 1 Allocation is attached as Exhibit B.

(c) **Shortfall Replenishment.**

(i) To the extent that the actual volume of SWP Water delivered by the District to Water User in a given calendar year is less than the volume of SWP water requested in Water User's November 1 written estimate in paragraph 6 ("**Shortfall Volume**") the District shall make up the Shortfall Volume to Water User in one or more subsequent years when sufficient water is available, provided that Water User's current year request shall be met first. Once the Water User's current year request is met, any accrued Shortfall Volumes shall be deposited directly into the Water User's Banked Water Reserve Account ("**BWRA**") (toward satisfying the minimum BWRA Goal defined in paragraph 5 below) until that requirement is fully met, and thereafter shall be deposited into the Water User's voluntary BWRA, subject to the BWRA Cap set forth in paragraph 5(b) below. Notwithstanding the foregoing, the District shall have no obligation to make up any accrued Shortfall Volumes beyond the Water User's BWRA Cap.

(ii) The District's obligation to deliver the accrued Shortfall Volumes pursuant to this paragraph 2(c), shall take precedence over the District's delivery of SWP Water for voluntary groundwater banking and discretionary recharge. In the event the District lacks sufficient available SWP Water to concurrently make up the accrued Shortfall Volumes to Water User and other customers holding Term M&I Agreements, the SWP Water available to meet the District's accrued Shortfall Volumes shall be allocated among the Water User and its other Term M&I customers on a pro-rata basis in proportion to their respective accrued Shortfall Volumes.

3. **Water Rates.** Water User shall pay the District for the water purchased hereunder at the Term M&I rate for the Water User's pressure zone, as such rates and zones are established and modified from time to time by the District's Board of Directors.

4. “**Local Water Available To Water User**” shall include only the following:

(a) As to water intended to be produced, extracted or diverted from Tehachapi Basin or its watershed, as such terms are defined in the judgment, as amended, in *Tehachapi-Cummings County Water District v. City of Tehachapi, a municipal corporation, et al.*, Kern County Superior Court No. 97210 (“**Tehachapi Basin**”), Local Water Available To Water User shall include only the following annual quantities and other rights of which Water User owns or leases, and as such annual quantities and other rights are or shall have been reduced, and thereafter adjusted from time to time, by the Court in allocating the allowable annual production from the Basin, or otherwise reduced in any annual period pursuant to any provisions of the judgment as amended from time to time: (i) Such annual quantity or other right originally adjudicated to said Water User in the judgment as so reduced and adjusted, and (ii) such annual quantity or other right originally adjudicated to another party in the judgment but subsequently acquired or leased by Water User, as so reduced and adjusted, provided that such transfer complied with all conditions and procedures set forth in the judgment.

(b) As to water intended to be produced, extracted or diverted from the Brite Basin or its watershed, as such terms are defined in the judgment in *Tehachapi-Cummings County Water District v. Irving P. Austin, et al.*, Kern County Superior Court No. 97211 (**Brite Basin**), LOCAL WATER AVAILABLE TO WATER USER shall include only extractions by Water User lawfully exercising adjudicated rights until such time as such rights may be curtailed or modified in any future amendment to such judgment.

(c) As to water intended to be produced, extracted or diverted from the Cummings Basin or its watershed, as such terms are defined in the Amended and Restated Judgment and Physical Solution in *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court No. 97209 (**Cummings Basin**), local water available to Water User shall only include extractions by Water User lawfully exercising overlying rights pursuant to the Amended and Restated Judgment until such time as such rights may be curtailed or modified in any future amendment to such judgment.

(d) As to water intended to be produced or diverted from any basin other than the Tehachapi, Brite and Cummings Basins, any native water which Water User has a right to divert or pump.

(e) Any SWP Water acquired by the Water User from any entity other than the District and available to Water User in the _____ Basin.

5. **Banked Water Reserve Account**

(a) Minimum BWRA Goal. In addition to its Maximum SWP Allocation, Water User shall purchase from the District and direct the District to spread and store in the _____ Basin for Water User’s account sufficient water to establish and thereafter maintain a Banked Water Reserve Account (“**BWRA**”) with a minimum goal equal to five times the annual average of Water User’s SWP Water demand over the previous five calendar years as set forth in the table entitled “Banked Water Reserve Account Calculation” attached hereto as Exhibit C which the District shall update annually by February 1 (“**BWRA Table**”). Water User shall purchase each year, at a minimum and if made available by District, sufficient water to achieve its BWRA minimum goal as set forth in the BWRA Table within 10 years of the Effective Date. Water User shall not be required in any one year to purchase for its BWRA more than twice its Net SWP Water Demand for such year.

(b) Voluntary BWRA Water. Provided Water User has met its BWRA minimum goal, Water User may purchase from the District, and direct the District to spread and store in the _____ Basin for Water User’s BWRA, additional water, which, when added to Water User’s BWRA minimum goal, shall not exceed a combined total of _____ AF or the BWRA minimum goal in paragraph 5(a), whichever is greater (“**BWRA Cap**”).

(c) Subject to the BWRA Cap, Watermaster approval and other legal requirements, Water User may spread and store water for its BWRA in its own recharge facilities in whole or in part in lieu of directing the District to spread its BWRA water in District spreading facilities.

(d) In years when the District adopts a water shortage ordinance limiting the District from supplying some or all of the Maximum SWP Allocation requested by the Water User, Water User shall pump and draw from its BWRA and the District shall debit the Water User's BWRA to cover the shortfall.

(e) Accounting Method. Water User's extractions from its BWRA shall first be accounted for on a First-In, First-Out ("FIFO") basis. Consequently, water stored in the Water User's BWRA as of December 31, 2025, is \ _____ AF which shall be deemed to be extracted, used, or transferred first.

(f) Termination/District Right of First Refusal. Upon termination of this agreement, Water User shall own the water in its BWRA and Water User may continue to store, or may pump, or may sell or transfer the water to another water user in the \ _____ Basin, provided that in the event of sale or transfer the District shall have the first right of refusal to purchase BWRA water stored after December 31, 2025, at the Water User's then current Term M&I rate. Water held in the Water User's BWRA as of December 31, 2025, in the amount of \ _____ AF shall be subject to a Right of First Refusal in favor of the District, but shall be subject to FIFO accounting.

(g) The District's obligation to supply water under this paragraph 5 is conditioned upon the availability of sufficient SWP Water to enable the District to meet all current year reasonable demands of its customers. In the event the District has insufficient SWP Water available to meet the full reasonable demands of its customers in any year, the District's available SWP Water in that year shall be allocated in accordance with the District's Rules and Regulations, water priority ordinance or other policies adopted by the District from time to time.

(h) Extractions in Excess of Maximum SWP Allocation. If the Water User extracts SWP Water in excess of its Maximum SWP Allocation five or more years in any 10-year period, then in addition to any other remedies available, the District shall have the right to terminate this Agreement on 90-days written notice.

6. Water User Estimate. Prior to each November 1 during the term of this agreement, Water User shall furnish to District a written estimate of its Net SWP M&I Demand for the next calendar year, which shall not exceed the Maximum SWP Allocation for that year. This estimate is for planning purposes and shall not (a) constitute a contractual obligation to take the estimated quantity or (b) alter the provisions of subparagraphs 2 above. Nothing herein shall limit the right of the District to require other and further reports reasonably necessary to implement this agreement.

7. Minimum Purchase. Notwithstanding any other provision of this agreement, Water User agrees to pay District for a minimum quantity the greater of (i) its scheduled BWRA input or (ii) if its BWRA is full, five (5) acre-feet per each annual period or any partial annual period under this agreement, unless failure of Water User to receive that quantity is due to inability of District to deliver all or a portion of such supply. The General Manager shall have discretion to decrease the minimum quantity.

8. Water User Breach. If the Water User should at any time substantially fail to comply with this agreement, and District on account thereof terminates this agreement, or should Water User terminate the same other than for a reason hereinabove set forth, Water User shall be obligated to forthwith pay to District, in addition to any amounts otherwise owing to District, the difference between the amount of money which Water User was obligated to pay to District for water sold and delivered pursuant to this agreement and the amount of money which Water User would have been obligated to pay to District had said water so sold and delivered been originally sold and delivered at the regular M&I rate during the

calendar year of such termination or substantial failure to comply with this agreement. Nothing herein contained is intended to foreclose the District from seeking such damages as it may sustain from any breach, substantial or not, of this agreement by Water User whether such breach leads to District's termination of this agreement.

9. **Annual Period.** The annual period under this agreement shall be the calendar year, and if the first annual period be less than a full calendar year, "Local Water Available To Water User" for that short annual period shall be in such proportion as the number of days under this agreement in that calendar year bears to 365.

10. **Recharge Water.** In lieu of Water User taking direct delivery from District, Water User's Maximum SWP Allocation may be provided in accordance with this paragraph. For purposes of this paragraph, (i) "**Water User's Well[s]**" means those certain well[s] in the _____ Basin as listed in Exhibit D hereto, as such list may be modified from time to time as a result of Water User constructing or acquiring new wells and/or abandonment of then existing wells, provided, however, Water User shall obtain the District's prior written consent to change Water User's extraction wells which shall not be withheld unless the District reasonably determines that such new well or wells will substantially interfere with another well or wells in the vicinity.

(a) **Substitution of Recharge Water.** Water User may pump Recharge Water in lieu of taking surface delivery of SWP Water at the price and subject to the terms and provisions hereinafter set forth.

(b) **Place of Delivery.** Any Recharge Water supplied by the District in lieu of surface deliveries of SWP Water shall be delivered underground in the _____ Basin at the depth of groundwater as it fluctuates in Water User's Well[S]. Water User shall be responsible for all costs, liability and expense of pumping Recharge Water to the surface and transporting same for use within Water User's boundaries.

(c) **Place of Use.** Water User shall use Recharge Water to provide retail water to its customers within Water User's service area and within the District's boundaries and for no other purpose.

(d) **Scheduling.** On or before November 1 of each year for the balance of the term of the agreement, Water User shall notify the District in writing of the proportion of its Net SWP M&I Demand for the following calendar year it wishes to be met with Recharge Water in lieu of surface deliveries of SWP Water. On or before February 28th of each year, the District shall notify Water User of the estimated amount of Recharge Water which is available to be substituted for surface deliveries of SWP Water in such calendar year. Periodically thereafter, the District shall provide updated estimates as SWP delivery allocations are revised.

(e) **Metering.** The Water User shall install a meter of manufacture and model approved by the District at each of Water User's Well[s] at Water User's expense. The meter shall be maintained in good working order and regularly calibrated so as to comply with the standards of the American Water Works Association per their manuals M6, M33 and M36. Water User shall provide the District with proof satisfactory to the District that Water User has obtained the right to exclusively operate Water User's Well[s] for the purposes set forth herein and that the owner of Water User's Well[s] and surrounding lands has conveyed to the District in writing the right to enter such lands to take meter readings at Water User's Well[s].

(f) **Reduction or Termination of Substitute Deliveries.** In the event a third party demonstrates pumping of Recharge Water by Water User as herein provided is causing significant impacts on the third party's production of native groundwater from its existing well or wells, the Water User shall confer with such third party and mitigate such impacts to a level acceptable to such third party, failing which the District in its sole discretion may determine the rate of pumping and quantities of Recharge Water

which Water User may extract in lieu of surface deliveries of SWP Water provided, however, the District shall provide Water User with fifteen (15) days prior written notice of any reduction or termination of allowed pumping of Recharge Water hereunder.

(g) Price. For Recharge Water delivered and metered by the District hereunder, except for water recharged through facilities owned and operated by the Water User, Water User shall pay the District, in addition to the Term M&I rate, a surcharge determined by the District from time to time to recapture the construction, operation and maintenance costs of the District's recharge facilities.

(h) Spreading Loss Factor. For all Recharge Water spread, whether in the District's or the Water User's spreading facilities, a spreading loss factor of 6% will be imposed pursuant to Section 1 of Part B of the District's Rules and Regulations for losses on account of evaporation, phreatophyte consumption and any other losses incurred in the transportation and spreading of Recharge Water.

(i) Disclaimer. Water User acknowledges that the District's right to Recharge Water within the \ _____ Basin has not been fully determined but is a matter within the continuing jurisdiction of the Kern County Superior Court in Case Nos. 97209, 97210 and 97211. Water User acknowledges that the Judgments in such cases generally prohibit the exportation outside of the particular groundwater basin of any native groundwater extracted from such basin.

Water User further acknowledges that paragraph 8 of the Amended and Restated Judgment in Case No. 97209 provides, in part:

“Except as to CDCR, which will be agreed to by contract, the District owns and may hereafter Extract all Imported Water which has entered the Cummings Basin before entry of this Amended Judgment or which may thereafter enter into the Cummings Basin through Artificial Replenishments or as Return Flows following use of Imported Water on the surface in the Cummings Basin Area.”

Water User further acknowledges that paragraph 5 of the Judgments in Case Nos. 97210 and 97211 provides, in part:

“Nothing in this Judgment contained shall be deemed a determination whether the Plaintiff or any other party will or will not have any rights in any return flow from water subsequently imported, which matter shall be within the continuing jurisdiction of the Court.”

While the District has claimed and continues to claim a right to return flow from the use of imported waters in the Cummings, Brite and Tehachapi Basins, including the right to extract and export outside of such basins imported SWP water intentionally percolated by the District in District recharge areas for storage in such basins and subsequent extraction and beneficial use, all consistent with rulings from the California Appellate Courts, the District makes no warranties or representations to Water User as to the validity of the District's position on these issues. Water User has sought its own legal advice concerning the validity of the District's claim to Recharge Water and Water User's right to export Recharge Water for use on lands which do not overlie the groundwater basin from which the Recharge Water will be pumped and has relied upon its own independent legal advice in entering into this agreement and acquiring rights in and improving and repairing Water User's Well[s]. Accordingly, Water User acknowledges that the District shall have no liability to Water User in the event that it is ultimately determined in Case Nos. 97209, 97210 and 97211 or any other proceeding that the District does not have the right to sell Recharge Water in the Cummings, Brite and Tehachapi Basins or Water User may not export Recharge Water for use outside of the basin or basins in which the District had spread Recharge Water.

11. **Term.** This agreement shall have a term ending December 31, 2035; provided, however, that each year on the anniversary date of this agreement, this agreement shall extend one additional year, unless, at least 90 days prior to such anniversary date either party provides notice to the other that it will not consent to such further extension(s) of this agreement and further, provided, however, this agreement shall terminate upon termination of the KCWA Water Supply Contracts which are presently extended to December 31, 2085.

WHEREFORE, the parties have executed this agreement as of the Effective Date.

**TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT**

By: _____
 _____, President

By: _____
 _____, President

By: _____
 _____, Secretary

By: _____
 _____, Secretary

“District”

“Water User”

APPENDIX 2

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Application for Water Service

TO: Tehachapi-Cummings County Water District
P.O. Box 326
22901 Banducci Road
Tehachapi, CA 93561
Telephone: (661) 822-5504

Date: _____

Lock Combination: _____

Acct #: _____

APPLICANT

APN#: _____ Acres: _____

Name: _____

Telephone: _____

Cell Phone: _____

Mailing Address: _____

Email: _____

Property Owner(s) Name(s): _____

Address: _____

Telephone: _____ Email: _____

Address/Location of Premises Upon Which Water Will Be Used: _____

Date Service is to Commence: _____

Estimated Acre Feet To Be Used Per Year: _____

Purpose For Which Water Will Be Used:

Agriculture ☐ Number of Irrigated Acres: _____ Type of Crop(s): _____

Municipal/Industrial ☐ Water Use Description: _____

If use of Water is M&I, is a Term M&I Agreement to be executed? Yes ☐ No ☐

Submitted Herewith Are:

- ☐ Copy of Executed Term M&I Agreement.
- ☐ Connection Fee in the Amount of \$ _____.
- ☐ Deposit (if applicable) in the Amount of \$ _____.
- ☐ Copy of Vesting Deed for premises upon which water will be used.
- ☐ Copy of California State Contractor's License (if applicable).

Applicant has read, understands and agrees that as a part of this service contract, it is subject to Resolutions No. 15-09 [connection fees], 07-26 [water rates] and 13-26 [Rules and Regs] of the Tehachapi-Cummings County Water District, as the same may be hereafter amended, and to any successor resolutions thereto as the same may be hereafter amended, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Section 4 of Exhibit "A" of Resolution No. 13-26 provides:

The undersigned applicant understands that upon approval of this application, the District will take steps toward installation of the necessary facilities for service. Applicant understands that the District is not liable for any direct or consequential damages of any kind to applicant by reason of delay in the commencement of service. Applicant also understands that as a part of this service contract, it is subject to the Rules and Regulations for the Sale, Use and Distribution of Water as adopted by Resolution No. 13-26 of the Tehachapi-Cummings County Water District (the “Rules and Regulations”), as the same may have been heretofore amended, or as the same may be hereafter amended, and to any successor Rules and Regulations as may be thereafter adopted, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Applicant acknowledges receipt of a copy of the Rules and Regulations. If this application results in a Term M&I Agreement, the provisions of said Term M&I Agreement will modify the provisions of this paragraph.

All water sold by District will be untreated water. The District is a water wholesaler and does not provide retail domestic water service. The District expressly disclaims any warranty or representation of suitability of untreated water for human or animal consumption and the water user shall assume full responsibility, therefore. The District makes no warranty or representation concerning any use of delivered water as to content of dissolved or undissolved solids in the water, salts, or absence of impurities or foreign objects in any water delivered, nor as to the long or short-term effect on soils, pipes or fittings of utilization of water delivered. Furthermore, the District does not guarantee water delivery, flow rates, and/or pressure from the distribution system.

The water user represents and warrants that water user shall not use or provide to others District water for human or animal consumption, unless such user shall have treated said water in accordance with all applicable laws, rules and regulations. No water user or other person shall serve water obtained directly or indirectly from the District in a domestic water system without first complying with all applicable laws, rules and regulations.

APPLICANT SIGNATURES REQUIRED:

Property Owner(s) Signature(s) _____

Print Name _____

Tenant(s) Signature(s) _____

Print Name _____

FOR DISTRICT USE ONLY

Turnout from which service is requested? _____

Is new turnout required: Yes _____ No _____

Size of service requested: _____

Special facilities required: _____

Amount of payment required: _____

The above application is approved and accepted this _____ day of _____.

Tehachapi-Cummings County Water District

Signature: _____

Print Name: _____

General Manager

APPENDIX 3

SUPPLEMENTAL WATER PURCHASE AND BANKING AGREEMENT

This SUPPLEMENTAL WATER PURCHASE AND BANKING AGREEMENT (**Agreement**) entered into by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a California county water district (**District**) and _____
(**Water User**), is dated _____, 20__, for identification and shall become effective immediately after both Parties have executed this Agreement (**Effective Date**). The District and Water User may be referred to individually as a “Party” and collectively as the “Parties.”

A. Recitals.

(i) The District has a State Water Project (**SWP**) water supply pursuant to water supply contracts between the District and the Kern County Water Agency (**KCWA**) both dated December 16, 1966 (**SWP Water Supply Contracts**). SWP water purchased by the District is “**Imported Water**.” The District owns and operates (i) an Imported Water Delivery System by means of which SWP water is diverted from the Edmund G. Brown Aqueduct at the base of the Tehachapi Mountains and pumped to Jacobsen Reservoir (commonly referred to as Brite Lake) in the Brite Basin, California, for further delivery to lands throughout the District and (ii) recharge facilities in the Tehachapi and Cummings Basins by means of which the District artificially replenishes such basins with Imported Water.

(ii) Water User owns or rents real property in the Cummings Basin consisting of approximately _____ acres more particularly described in **Exhibit A** hereto from which it pumps groundwater for beneficial use as contemplated by Article X, section 2 of the California Constitution (**Beneficial Use**) thereon (**Water User’s Land**) in exercise of rights pursuant to the Amended and Restated Judgment and Physical Solution (**Amended Judgment**) entered in *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court Case No. 97209.

(iii) Paragraph 8 of the Amended Judgment provides: “Except as to CDCR [the California Department of Corrections and Rehabilitation], which will be agreed to by contract, the District owns and may hereafter Extract all Imported Water which has entered the Cummings Basin before entry of this Amended Judgment, or which may thereafter enter into the Cummings Basin through Artificial Replenishments or as Return Flows following use of Imported Water on the surface in the Cummings Basin Area.”

(iv) Pursuant to Part K of the District’s Rules and Regulations the District claims all right, title and interest in and to all return flows and direct recharge of Imported Water into any groundwater basin within the District’s boundaries, whether by means of waste, seepage or percolation before or after delivery, use or reuse, or from the District’s intentional recharge of Imported Water in District spreading areas, together with the right to recapture and otherwise utilize same. All such return flows and recharge of Imported Water are hereafter called **Recharge Water**.

(v) To supplement Water User's overlying groundwater rights, Water User desires to purchase Recharge Water annually from the District which Water User will extract from the Cummings Basin for Beneficial Use on Water User's Land. Water User may also desire to purchase from the District additional Recharge Water and Imported Water, which the District will recharge into the Cummings Basin, for later extraction and Beneficial Use on Water User's Land.

(vi) Pursuant to Section 3 of Part Q of the District's Rules and Regulations the District in its discretion may elect to allow users having a Supplemental Water Purchase and Banking Agreement with the District to pump Recharge Water in lieu of taking surface deliveries of Imported Water.

(vii) In accordance with the longstanding holdings of the California Supreme Court (*City of Los Angeles v. City of Glendale* (1943) 23 Cal. 2d 68, 76-77 and *City of Los Angeles v. City of San Fernando* (1975) 14 Cal. 3d 199, 257-261), and of other courts, the District and the Water User have the right to recharge, store and withdraw Imported Water from the Cummings Basin.

B. Agreement.

Now, therefore, it is agreed between the Parties, in consideration of the terms hereof, as follows:

1. Supplemental Water Purchases. On an annual basis for the Term of this Agreement as provided in Section 10 below, Water User will purchase from the District the water required for and used on Water User's Land in excess of the Annual Irrigation Allocation for Water User's Land, as "Annual Irrigation Allocation" is defined and limited in Section 1(a) hereof, (hereinafter referred to as the **Net Supplemental Requirement**) provided, however, the District shall have no obligation to sell to Recharge Water to Water User in any Year.

(a). **"Annual Irrigation Allocation"** shall be the total annual Irrigation allocation for the parcels constituting Water User's Land as determined by the Watermaster pursuant to Paragraph 5(b) of the Amended Judgment.

(b). Place and Purpose of Use. During the term of this Agreement, Water User shall use Recharge Water purchased pursuant to this Section 1 to meet its annual Net Supplemental Requirement within Water User's Land and for no other purpose.

(c). Scheduling. On or before November 1 of each Year during the term of this Agreement, Water User shall furnish to the District a written estimate of its total water needs for Water User's Land for the next Year. This estimate shall not constitute a contractual obligation to take the estimated quantity over the Annual Irrigation Allocation. On or before February 28 of each Year, the District shall notify Water User of the estimated amount of Recharge Water that is available to Water User in such Year. By May 1 of each Year, the District shall invoice Water User for the amount due for the Recharge Water for that Year. The Recharge Water purchased pursuant to this Section 1 each Year shall be deemed delivered to Water User upon payment in full to the District for the invoiced amount.

2. Banked Water Reserve Account. In addition to Recharge Water purchased pursuant to Section 1 above, Water User may purchase Imported Water and Recharge Water pursuant to the terms and conditions in this Section 2 to maintain a Banked Water Reserve Account (BWRA).

(a). Annual Banked Water Purchases. On an annual basis during the term of this Agreement, Water User may purchase from the District Imported Water which the District will artificially recharge into the Cummings Basin for Water User's BWRA. Water User may spread and store water for its BWRA in its own recharge facilities in whole or in part in lieu of directing the District to spread water in the District spreading facilities.

(b). Carryover and Optional Refund for Unused Supplemental Water. Any Recharge Water purchased pursuant to Section 1 hereof that Water User does not use in any given Year shall be credited to Water User's BWRA, except any portion of such credit that would cause the balance of Water User's BWRA to exceed _____ AF, in which circumstance the District will have the right, at its option and in the order of priority specified in Section 9(c), to refund to Water User the amount paid for such unused Recharge Water and, to the extent the District exercises its refund option, the unused Recharge Water will remain the property of the District.

(c). Withdrawal from BWRA. Water User shall pump and draw from its BWRA whenever the District is unable to supply all of the Water User's Net Supplemental Requirement on account of drought, damage to SWP or District facilities, or any other event.

(d). Scheduling and Banking Water Priority. By November 1 of each Year, Water User shall provide the District written notice of the amount desired for banking in the following Year. By May 1, the District shall provide written notice to all water users having placed orders for banking water of the total amount available for purchase and the amount allocated to each purchaser together with an invoice for the water. To the extent Water User has used water in its BWRA in prior Years, Water User shall have an equal opportunity among agricultural water users to banking water that is available for purchase to a quantity of such water sufficient to restore Water User's BWRA to its previous highest balance (a so-called "top off" right). Otherwise, allocations shall be based on the acreage owned by each water user and enrolled by the Agreement or other banking agreement and then based upon the priorities set forth in Section 9 of this Agreement. If payment is not received by June 1, Water User's allocation will be offered to other water users. If payment for the second-offer water is not received by July 1, the District will retain the allocation.

(e). Maximum Quantity in BWRA and Place of Use. Water User may store up to _____ AF of water purchased under this Agreement. During the term of this Agreement, Water User may pump and draw from its BWRA for Beneficial Use on Water User's Land and for no other purpose.

(f). Right of First Refusal. The Water User acknowledges that the District's water rates are subsidized by ad valorem taxes, and, therefore; upon termination of this

Agreement, Water User shall own the exclusive right to use the water in its BWRA, subject to Section 8 hereof, and Water User may continue to store, or may pump, sell, or otherwise dispose of such water, provided the District shall have right of first refusal (**ROFR**) to purchase the Imported Water at historical cost, which is the amount the Water User actually paid including recharge surcharge and spreading loss factor, as applicable. Any time after termination of this Agreement, if Water User agrees to terms with a third party to sell water in its BWRA to the third party, the Water User must provide the District with 60 days advance written notice of the agreed sale prior to completion of such sale specifying the quantity of water offered for sale. If the District declines to purchase the water identified in the written notice or fails to respond prior to the expiration of the 60 days' notice, the District permanently waives its right to reacquire that quantity of water set forth in the written notice and Water User may sell or otherwise dispose of such water as it sees fit, provided such water is sold for Beneficial Use within the Cummings Basin. The Districts' ROFR under this Section 2(g) shall remain in full force and effect for any quantities of water not set forth in Water User's written notice. The District shall exercise good faith and reasonable efforts in cooperating with the Water User on the allocation or transfer of any water under this Agreement.

(g). Annual Watermaster Reporting. The District, as Watermaster for the Basin, shall file an Annual Report on or about April 15 of each Year which includes an accounting of all deposits to and deductions from the BWRA of Water User and other account holders in the Basin.

(h). This Agreement shall not be interpreted to modify, waive or restrict any rights or obligations of either Party under any other water purchase agreement entered into between the Parties.

3. Place of Delivery. Any Imported Water or Recharge Water supplied by the District pursuant to this Agreement shall be delivered underground in the Cummings Basin at the depth of groundwater as it fluctuates in Water User's Well[s]. Water User shall be responsible for all costs, liability and expense of pumping Recharge Water to the surface and transporting the same for use on Water User's Land. "**Water User's Well[s]**" means that [those] certain well[s] in the Cummings Basin as listed in **Exhibit B** hereto, as such list may be modified from time to time as a result of Water User constructing or acquiring new wells and/or abandonment of then existing wells, provided, however, Water User shall obtain the District's prior written consent to change Water User's extraction wells which shall not be withheld unless the District reasonably determines that such new well or wells will substantially interfere with another well or wells in the vicinity. Water User reserves the right to challenge any well interference determination by the District by filing an action in the Kem County Superior Court. The Court's inquiry and scope of review in such action, sitting without a jury, shall be whether the District's interference determination was reasonable, which the Court shall decide *de novo*.

4. Metering. The Water User shall install a meter of manufacture and model approved by the District at Water User's Well[s] and at Water User's expense. The meter shall be maintained in good working order and regularly calibrated so as to comply with the standards of the American Water Works Association per their manuals M6, M33 and M36. Water User shall provide the District with proof satisfactory to the District that Water User has obtained the right to exclusively operate Water User's Well[s] for the purposes set forth herein and that the owner of

Water User's Well[s] and surrounding lands has conveyed to the District in writing the right to enter such lands to take meter readings at Water User's Well[s].

5. Annual Period. The annual period under this Agreement shall be the calendar year (**Year**).

6. Price. Water User shall pay the District for all water purchased under this Agreement at the Agricultural Water rate for the Water User's pressure zone, plus a spreading loss factor, plus the recharge surcharge for the Cummings Basin, as such rates, surcharges and zones are established and modified from time to time by the District's Board of Directors.

7. Spreading Loss Factor. For all water spread, whether in the District's or the Water User's spreading facilities, a spreading loss factor as determined and adjusted by the District from time to time (currently 6%) will be imposed pursuant to Section 1 of Part B of the District's Rules and Regulations for losses on account of evaporation, phreatophyte consumption and any other losses incurred in the transportation and spreading of such water.

8. Disclaimer and Ownership of Return Flows. Any and all return flows of water sold hereunder following beneficial use by Water User or Water User's successor in interest to the water use shall be the property of the District, and Water User hereby disclaims and renounces any claim thereto.

9. Water Priority, Availability, Order of Use, and Reduction or Termination of Substitute Deliveries.

(a). Water User shall not acquire any priority right to Recharge Water or Imported Water by reason of this Agreement.

(b). The District's obligation to supply water hereunder is conditioned upon the availability of either (i) sufficient Imported Water under the SWP Water Supply Contracts to enable the District to meet all of its customers' Imported Water demands and Water User's demand, or (ii) stored Recharge Water in the District's reserves in the Cummings Basin in a quantity equal to five times the average annual M&I demand for Imported Water in the Cummings Basin over the immediately preceding five Years. In the event the District in any Year has insufficient water available to meet the full needs of Water User pursuant to the terms of this Agreement and its other customers, the District's available Imported Water and Recharge Water in that Year shall be allocated in accordance with the District's Rules and Regulations or other policies adopted by the District from time to time, provided that such policies recognize: (i) that Water User's Net Supplemental Requirement shall be met before water is made available for purchases by other agricultural water uses for banking in the same Year, (ii) the principles and priorities regarding District water sales for agricultural water use for food crops grown in greenhouses (also referred to as hothouses in District ordinances) relative to other agricultural water uses, including field crops, specified by the District in its Ordinance 2019-1, and (iii) any priorities mandated by law or recognized under the SWP Water Supply Contracts or KCWA's contract with the State of California referenced therein; provided also that the Water User shall draw upon Water User's BWRA to make up any such shortages.

(c). During the term of this Agreement, Water User shall be deemed to use water that Water User produces from the Cummings Basin for use on Water User's Lands in the following order: (i) first, Water User's Annual Irrigation Allocation, (ii) second, Recharge Water purchased pursuant to Section 1 of this Agreement, and (iii) third, Recharge Water in Water User's BWRA.

(d). If the District is unable to meet Water User's Net Supplemental Requirement in any given Year, to the extent there is capacity within the District's delivery system, the District shall permit Water User to wheel water through the District's facilities on terms and at prices to be negotiated between the District and Water User. Water User shall not produce water from the Cummings Basin except the Annual Irrigation Allocation, water purchased from the District pursuant to this Agreement, water stored in Water User's BWRA, or purchases of third-party water pursuant to all necessary District approvals.

(e). In the event a third party demonstrates that new or increased pumping by Water User of Recharge Water or water drawn from Water User's BWRA account is causing significant impacts on the third party's existing well or wells, the Water User shall confer with such third party and mitigate such impacts to a level acceptable to such third party, failing which the District in its sole discretion may determine the rate of pumping and quantities of Recharge Water or BWRA water which Water User may extract; provided, however, the District shall provide Water User with fifteen (15) days prior written notice of any reduction or termination of allowed pumping of water hereunder and Water User reserves the right to challenge any such determination by the District by filing an action in the Kem County Superior Court. The Court's inquiry and scope of review in such action, sitting without a jury, shall be whether the District's determination was reasonable, which the Court shall decide *de novo*.

10. Term.

(a) This Agreement shall have a term ending December 31, _____ (**Initial Term**); provided that the Initial Term shall be extended automatically by consecutive one-year terms (each, an **Extension Term**) unless, at least 90 days prior to the expiration of the Initial Term, or the Extension Term either Party provides written notice to the other Party that it will not consent to extension of this Agreement, in which case the Agreement shall terminate upon the expiration of the Initial Term, Extension Term or Further Extension Term, as applicable, and, provided further, that (a) this Agreement shall terminate upon the earlier of (i) the termination of the SWP Water Supply Contracts (December 31, 2085), or such later date if the terms of such Contracts are extended), or (ii) December 31, 2045 at the latest.

(b) Subject to the District's ROFR and other applicable provisions of Section 2(g) of this Agreement, upon termination of this Agreement, Water User's rights and interests in its BWRA water shall remain in effect so long as Water User continues to use water for beneficial use within the District. Should Water User cease beneficial use of water within the District for a period of 36 consecutive months, then Water User shall have seven (7) years following the 36-month period of non-use to use or transfer the remaining water in its BWRA in accordance with this Agreement. The seven (7) year period shall be automatically extended for

consecutive one (1)-year terms unless the District provides Water User written notice to terminate Water User's BWRA Account at least ninety (90) days prior to expiration of either the applicable 7-year or one-year period, in which case termination will take effect upon expiration of the current period, at which time Water User shall be deemed to have forfeited to the District all water then remaining in Water User's BWRA Account at no additional cost to the District or payment to Water User.

11. District Rules and Regulations. This Agreement is subject to all provisions of the District's Rules and Regulations, including all future amendments thereof, except to the extent inconsistent with a material term of this Agreement.

12. Successors and Assigns. Upon prior written notice to the District, Water User may assign this Agreement to any successors or assigns of all of Water User's Land or in connection with any security or financing arrangement of Water User or its affiliates that pertains to Water User's Land. Water User may not assign this Agreement to any successor or assign of less than all of Water User's Land unless Water User obtains the District's prior written consent to such assignment, which consent shall not be unreasonably withheld.

13. Breach. If the Water User or the District should at any time substantially breach the terms of this Agreement (**Breaching Party**), the **Non-Breaching Party** shall provide the Breaching Party written notice of such breach and request that the breach be cured. If the Breaching Party does not cure any failure to pay amounts owed under this Agreement within 10 days, or cure any other breach within 30 days of written notice (**Cure Period**), the Non-Breaching Party may elect to terminate this Agreement; provided, however, that where the alleged breach is not capable of being cured within 30 days of the written notice, the Cure Period will be extended to 60 days. If the Water User should at any time substantially fail to comply with this Agreement and fail to cure the breach within the timeframes provided in this Section 13, and District on account thereof terminates this Agreement, or should Water User elect to terminate the Agreement for any reason, Water User shall be obligated to pay to District within 30 days after the termination date any amounts then owed to the District under this Agreement. Nothing herein contained is intended to foreclose the District from seeking such damages as it may sustain from any breach, substantial or not, of this Agreement by the Water User whether or not such breach leads to the District's termination of this Agreement. Additionally, nothing contained herein is intended to foreclose the District or the Water User from seeking injunctive, specific performance or other equitable relief for a breach of this Agreement, or from asserting the claim or defense that the Non-Breaching Party has an adequate remedy at law.

14. Notices. All notices or other communications required or permitted to be given under this Agreement (each, a **Notice**) shall be in writing and delivered to the receiving Party by personal delivery, U.S. Mail, Return Receipt Requested, or nationally recognized overnight courier at the respective addresses for the Parties set forth below. All Notices shall be deemed given when delivered personally, or when deposited with the carrier as follows:

If to the District: Tehachapi-Cummings County Water District
Attn: General Manager
P.O. Box 326
Tehachapi, CA 93581-0326

If to Water User: Attn: \ _____
Name:
Address:
Phone:
Email:

WHEREFORE, the parties have executed this Agreement as of the dates opposite their respective signatures.

Dated:

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

By: _____
President

By: _____
Secretary
(“District”)

Dated:

By: _____
[Title]
(“Water User”)

ATTACHMENT "D"

Resolution No. 04-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT AMENDING THE DISTRICT'S RULES AND REGULATIONS FOR THE SALE, USE AND DISTRIBUTION OF WATER

WHEREAS, by Resolution No. 25-16, the District amended and restated its rules and regulations for the sale, use and distribution of water (**Rules and Regulations**) pursuant to California Water Code section 31024; and

WHEREAS, the Board desires to amend the Rules and Regulations to adopt a form of Supplemental Water Purchase and Banking Agreement for greenhouse customers in the Cummings Basin;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT as follows:

1. Each of the matters set forth above is true and correct and the Board so finds and determines.

2. Part Q of the Rules and Regulations is hereby amended to read as follows:

PART Q.

Section 1. Contents. Except in circumstances requiring other forms of agreement, as determined by the Board in its discretion, Water Banking Agreements for spreading and later recovery and use of SWP water shall be substantially in form and content as set forth in Appendix 3 to these rules and regulations, and Supplemental Water Purchase and Banking Agreements for both subsurface delivery of recharged SWP water and for spreading and later recovery and use of SWP water shall be substantially in form and content as set forth in Appendix 4 to these rules and regulations.

Section 2. Policy Concerning Supplemental Water and Water Banking Customers. Not all of the SWP facilities authorized and necessary for the DWR to deliver all of the KCWA's Table A entitlement under the Master Contract (and necessary for the KCWA to deliver all of the District's Table 1 entitlement under the KCWA Contracts) have been constructed. Court decisions adverse to the DWR water supply cast further uncertainty regarding the amount and dependability of the District's SWP

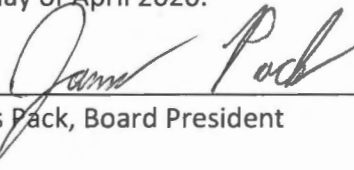
water supply. Before entering into new Water Banking Agreements, Supplemental Water Purchase and Banking Agreements, or other contracts with new customers, it is the District's policy to carefully consider whether any SWP water under the KCWA Contracts, surplus to the anticipated long term needs of the District's existing Term M&I and other contract customers, exists and will continue to exist during the entire duration of the new customer's anticipated demand. In allocating its available water supply, the District will first meet the reasonable present and future needs of its existing M&I Term customers, other existing contract customers, and existing agricultural customers. If and when such needs cannot be met, it is District's policy that new customers, as a condition of service, shall provide the District with such additional water supply as needed to meet such customer's long term water requirements.

Section 3. Substitution of Return Flows for Surface Deliveries.

Provided that sufficient District return flows are in storage and pumping of same by District customers will not adversely affect other pumpers of groundwater exercising valid rights, the District in its discretion may allow customers to pump District return flows in lieu of imported water provided that such customers and the District execute a Supplemental Water Purchase and Banking Agreement substantially in the form and content as set forth in Appendix 4 to these rules and regulations.

3. Appendix 4, as referred to in Sections 1 and 3 of Part Q as amended above, is attached hereto.

PASSED, APPROVED AND ADOPTED by the Board of Directors of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT this 15th day of April 2020.


James Pack, Board President

ATTEST:


Catherine Adams, Board Secretary

SECRETARY'S CERTIFICATION

I, Catherine Adams, Secretary of the Board of Directors of Tehachapi-Cummings County Water District do hereby certify as follows:

The forgoing is a full, true and complete copy of a resolution duly adopted at a regular meeting of the Board of Directors of the District duly and legally held at the regular meeting place thereof on April 15, 2020. All of the members of the Board of Directors received due notice of the meeting and a majority thereof was present. At the meeting the resolution was adopted by the following vote:

Ayes: Cassil, Hall, Pack, Schultz, Zanutto

Noes: None

Absent: None

Abstain: None

Attest: 
Catherine Adams, Secretary

SUPPLEMENTAL WATER PURCHASE AND BANKING AGREEMENT
[For Use With Greenhouse Customers In Cummings Basin]

THIS SUPPLEMENTAL WATER PURCHASE AND BANKING AGREEMENT (**Agreement**) is entered into as of [REDACTED], 20[REDACTED], by and between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a California county water district (**District**) and [REDACTED], a [REDACTED] (**Water User**), and is conditioned on and shall become effective immediately after the later of the following three events: (i) both parties have executed this Agreement, (ii) Water User has executed a Stipulation for Entry of the District's proposed Amended and Restated Judgment and Physical Solution in *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court Case No. 97209 (**Amended Judgment**), and (iii) the Amended Judgment is entered by a court and becomes final (**Effective Date**).

A. Recitals.

(i) The District has a State Water Project (**SWP**) water supply pursuant to water supply contracts between the District and the Kern County Water Agency (**KCWA**) both dated December 16, 1966 (**SWP Water Supply Contracts**). SWP water purchased by the District is "**Imported Water**." The District owns and operates (i) an Imported Water Delivery System by means of which SWP water is diverted from the Edmund G. Brown Aqueduct at the base of the Tehachapi Mountains and pumped to Jacobsen Reservoir (commonly referred to as Brite Lake) in the Brite Basin, California, for further delivery to lands throughout the District and (ii) recharge facilities in the Tehachapi and Cummings Basins by means of which the District artificially replenishes such basins with Imported Water.

(ii) Water User owns or rents real property in the Cummings Basin consisting of approximately [REDACTED] acres more particularly described in **Exhibit A** hereto from which it pumps groundwater for beneficial use as contemplated by Article X, Section 2 of the State of California Constitution (**Beneficial Use**) thereon (**Water User's Land**) in exercise of rights pursuant to the Amended and Restated Judgment and Physical Solution (**Amended Judgment**) entered in *Tehachapi-Cummings County Water District v. Frank Armstrong, et al.*, Kern County Superior Court Case No. 97209. Water User's Land includes approximately [REDACTED] acres more particularly described in **Exhibit B** hereto (**Water User's Greenhouse Land**), which is occupied by a greenhouse (**Greenhouse**).

(iii) Paragraph 8 of the Amended Judgment provides: "Except as to CDCR [the California Department of Corrections and Rehabilitation], which will be agreed to by contract, the District owns and may hereafter Extract all Imported Water which has entered the Cummings Basin before entry of this Amended Judgment, or which may thereafter enter into the Cummings Basin through Artificial Replenishments or as Return Flows following use of Imported Water on the surface in the Cummings Basin Area."

(iv) Pursuant to Part K of the District's Rules and Regulations, as amended, the District claims all right, title and interest in and to all return flows and direct recharge of Imported Water into any groundwater basin within the District's boundaries, whether by means of waste,

seepage or percolation before or after delivery, use or reuse, or from the District's intentional recharge of Imported Water in District spreading areas, together with the right to recapture and otherwise utilize same. All such return flows and recharge of Imported Water are hereafter called **Recharge Water**.

(v) To supplement Water User's aforementioned groundwater rights, Water User desires to purchase Recharge Water annually from the District which Water User will extract from the Cummings Basin for Beneficial Use by Water User within Water User's Greenhouse Land. Water User also desires to purchase from the District additional Recharge Water and Imported Water, which the District will recharge into the Cummings Basin, for later extraction and Beneficial Use on Water User's Land.

(vi) This is a "Supplemental Water Purchase and Banking Agreement" entered into pursuant to the District's Rules and Regulations.

(vii) Pursuant to Section 3 of Part Q of the District's Rules and Regulations, as amended, the District in its discretion may elect to allow users having a Supplemental Water Purchase and Banking Agreement with the District to pump Recharge Water in lieu of taking surface deliveries of Imported Water.

(viii) In accordance with the longstanding holdings of the California Supreme Court (*City of Los Angeles v. City of Glendale* (1943) 23 Cal. 2d 68, 76-77 and *City of Los Angeles v. City of San Fernando* (1975) 14 Cal. 3d 199, 257-261), and of other Courts, the District and the Water User have the right to recharge, store and withdraw Imported Water from the Cummings Basin.

B. Agreement.

Now, therefore, it is agreed between the parties, in consideration of the terms hereof, as follows:

1. Supplemental Water Purchases. On an annual basis for the Term of this Agreement as provided in Section 10 below, Water User agrees to purchase from the District all water required for and used on Water User's Greenhouse Land in excess of the Annual Irrigation Allocation for Water User's Greenhouse Land, as "Annual Irrigation Allocation" is defined and limited in Section 1.(a) hereof, (hereinafter referred to as the **Net Supplemental Requirement**) provided, however, District shall have no obligation to sell to Water User more than [REDACTED]¹ acre feet (AF) of Recharge Water in any annual period.

¹ This quantity should be no more than the District can reasonably commit to supplying annually for the term of the agreement based on existing amounts of recharge water in storage and demands of existing customers, up to the anticipated maximum amount of supplemental water that the customer would need based on the customer's current greenhouse operation.

(a). **“Annual Irrigation Allocation”** shall be the total annual Irrigation allocation for the parcels constituting Water User’s Greenhouse Land as determined by the Watermaster pursuant to Paragraph 5(b) of the Amended Judgment.

(b). Place and Purpose of Use. During the term of this Agreement, Water User shall use Recharge Water purchased pursuant to this Section 1 to meet its annual Net Supplemental Requirement within Water User’s Greenhouse Land and for no other purpose.

(c). Scheduling. On or before November 1 of each year during the term of this Agreement, Water User shall furnish to District a written estimate of its total water needs for Water User’s Greenhouse Land for the next calendar year. This estimate shall not constitute a contractual obligation to take the estimated quantity over the Annual Irrigation Allocation. On or before February 28 of each year, the District shall notify Water User of the estimated amount of Recharge Water that is available to Water User in such calendar year. By May 1 of each year, the District shall invoice Water User for the amount due for the Recharge Water for that year. The Recharge Water purchased pursuant to this Section 1 each year shall be deemed delivered to Water User upon payment in full to the District for the invoiced amount.

2. Banked Water Reserve Account. In addition to Recharge Water purchased pursuant to Section 1 above, Water User may purchase Imported Water and Recharge Water pursuant to the terms and conditions in this Section 2 to establish and maintain a Banked Water Reserve Account (**BWRA**).

(a). Initial Banked Water Purchase. Subject to Section 2(c) of this Agreement, Water User agrees to purchase from the District and the District agrees to sell to Water User up to [REDACTED] AF of Recharge Water (**Initial Banked Water Purchase**) to establish Water User’s BWRA. The District shall invoice Water User for the Initial Banked Water Purchase within 30 days of the Effective Date based on the Price specified in Section 6 of this Agreement. Upon the Water User’s payment of the invoice in full, all rights and title to and interest in the Initial Banked Water Purchase shall be deemed to have transferred from the District to Water User and shall be in Water User’s BWRA, subject to the provisions of this Agreement, including without limitation subsections (d), (f) and (g) below.

(b). Annual Banked Water Purchases. In addition to the Initial Banked Water Purchase, on an annual basis during the term of this Agreement, Water User may purchase from the District Imported Water which the District will artificially recharge into the Cummings Basin for Water User’s BWRA. Water User may spread and store water for its BWRA in its own recharge facilities in whole or in part in lieu of directing the District to spread its BWRA water in District spreading facilities.

(c). Carryover and Optional Refund for Unused Supplemental Water. Any Recharge Water purchased pursuant to Section 1 hereof that Water User does not produce in any given year shall be credited to Water User’s BWRA, except any portion of such credit that would cause the balance of Water User’s BWRA to exceed [REDACTED]² AF, in which circumstance the District will have the right, at its option, to refund to Water User the amount paid for such excess

² The maximum amount of banked water should not be allowed to exceed 16 AF per acre owned

unproduced Recharge Water and, to the extent the District exercises its refund option, the unproduced Recharge Water will remain the property of the District.

(d). Water User shall pump and draw from its BWRA whenever the District is unable to supply all of the Water User's Net Supplemental Requirement on account of drought, damage to SWP or District facilities, or any other event.

(e). Scheduling and Banking Water Priority. By November 1 of each year, Water User shall provide the District written notice of the amount desired for banking in the following year. By May 1, the District shall provide written notice to all water users having placed orders for banking water of the total amount available for purchase and the amount allocated to each purchaser together with an invoice for the water. To the extent Water User has used water in its BWRA in prior years, Water User shall have first priority among agricultural water users to banking water that is available for purchase to a quantity of such water sufficient to restore Water User's BWRA to its previous highest balance (a so-called "top off" right). "Top-off" rights from agricultural users who enter into agreements with the District in the future shall be subject to Water User's priority "top off right." Otherwise, allocations shall be based on the acreage owned by each water user and enrolled by this Agreement or other banking agreement and then based upon the priorities set forth in Section B.9. of this Agreement. If payment is not received by June 1, that water user's allocation will be offered to other water users. If payment for the second-offer water is not received by July 1, the District will retain the allocation.

(f). Maximum Quantity in BWRA and Place of Use. Water User may store up to [REDACTED]³ AF of water under this Agreement. During the Term of this Agreement, Water User may pump and draw from its BWRA for Beneficial Use on Water User's Land and for no other purpose.

(g). Upon termination of this Agreement, Water User shall own the water in its BWRA, subject to Section 8 hereof, and Water User may continue to store, or may pump, or may sell, or otherwise dispose of such water as it sees fit, provided the District shall have right of first refusal (**ROFR**) to purchase the water at historical cost, which is the amount the Water User actually paid, including recharge surcharge and spreading loss factor. Any time after termination of this Agreement, if Water User agrees to terms with a third party to sell water in its BWRA to the third party, the Water User must provide the District with 60 days advance written notice of the agreed sale prior to completion of such sale specifying the quantity of water offered for sale. If the District declines to purchase the water identified in the written notice or fails to respond prior to the expiration of the 60 days' notice, the District permanently waives its right to reacquire that quantity of water set forth in the written notice and Water User may sell or otherwise dispose of such water as it sees fit, provided such water is sold for Beneficial Use within the Cummings Basin. The Districts' ROFR under this Section B.2(g) shall remain in full force and effect for any quantities of water not set forth in Water User's written notice. The District shall exercise good faith and reasonable efforts in cooperating with the Water User on the allocation or transfer of any water under this Agreement.

3. Place of Delivery. Any Imported Water or Recharge Water supplied by the

³ Same number as in 2.(c) above.

District pursuant to this Agreement shall be delivered underground in the Cummings Basin at the depth of groundwater as it fluctuates in Water User's Well[s]. Water User shall be responsible for all costs, liability and expense of pumping Recharge Water to the surface and transporting the same for use on Water User's Land. "**Water User's Well[s]**" means that [those] certain well[s] in the Cummings Basin as listed in **Exhibit C** hereto, as such list may be modified from time to time as a result of Water User constructing or acquiring new wells and/or abandonment of then existing wells, provided, however, Water User shall obtain the District's prior written consent to change Water User's extraction wells which shall not be withheld unless the District reasonably determines that such new well or wells will substantially interfere with another well or wells in the vicinity. Water User reserves the right to challenge any well interference determination by the District by filing an action in the Kern County Superior Court. The Court's inquiry and scope of review in such action, sitting without a jury, shall be whether the District's interference determination was reasonable, which the Court shall decide *de novo*.

4. Metering. The Water User shall install a meter of manufacture and model approved by the District at Water User's Well[s] and at Water User's expense. The meter shall be maintained in good working order and regularly calibrated so as to comply with the standards of the American Water Works Association per their manuals M6, M33 and M36. Water User shall provide the District with proof satisfactory to the District that Water User has obtained the right to exclusively operate Water User's Well[s] for the purposes set forth herein and that the owner of Water User's Well[s] and surrounding lands has conveyed to the District in writing the right to enter such lands to take meter readings at Water User's Well[s].

5. The annual period under this Agreement shall be the calendar year, and if the first annual period be less than a full calendar year, "Annual Irrigation Allocation" for that short annual period shall be in such proportion as the number of days under this Agreement in that calendar year bears to 365.

6. Price. Water User shall pay the District for all water purchased under this Agreement at the Agricultural Water rate for the Water User's pressure zone, plus a spreading loss factor, plus the recharge surcharge for the Cummings Basin, as such rates, surcharges and zones are established and modified from time to time by the District's Board of Directors.

7. Spreading Loss Factor. For all water spread, whether in the District's or the Water User's spreading facilities, a spreading loss factor as determined and adjusted by the District from time to time (currently 6%) will be imposed pursuant to Section 1 of Part B of the District's Rules and Regulations for losses on account of evaporation, phreatophyte consumption and any other losses incurred in the transportation and spreading of such water.

8. Disclaimer and Ownership of Return Flows. Any and all return flows of water sold hereunder following beneficial use by Water User shall be the property of the District, and Water User hereby disclaims and renounces any claim thereto.

9. Water Priority, Availability, Order of Use, and Reduction or Termination of Substitute Deliveries.

(a). Water User shall not acquire any priority right to Recharge Water or Imported Water by reason of this Agreement.

(b). With the exception of the Initial Banked Water Purchase, the District's obligation to supply water hereunder is conditioned upon the availability of either (i) sufficient Imported Water under the SWP Water Supply Contracts to enable the District to meet all of its customers' Imported Water demands and Water User's demand, or (ii) stored Recharge Water in the District's reserves in the Cummings Basin in a quantity equal to five times the average annual M&I demand for Imported Water in the Cummings Basin over the immediately preceding five years. In the event the District in any year has insufficient water available to meet the full needs of Water User pursuant to the terms of this Agreement and its other customers, the District's available Imported Water and Recharge Water in that year shall be allocated in accordance with the District's Rules and Regulations or other policies adopted by the District from time to time, provided that such policies recognize: (i) that Water User's Net Supplemental Requirement shall be met before water is made available for purchases by other water uses for banking in the same year, (ii) the principles and priorities regarding District water sales for agricultural water use for food crops grown in greenhouses (also referred to as hothouses in District ordinances) relative to other agricultural water uses, including field crops, specified by the District in its Ordinance 2019-1, and (iii) any priorities mandated by statute or recognized under the SWP Water Supply Contracts or KCWA's contract with the State of California referenced therein; provided also that the Water User shall draw upon Water User's BWRA to make up any such shortages.

(c). During the term of this Agreement, Water User shall be deemed to use water that Water User produces from the Cummings Basin for use on Water User's Greenhouse Lands in the following order: (i) first, Water User's Annual Irrigation Allocation, (ii) second, Recharge Water purchased pursuant to Section 1 of this Agreement, and (iii) third, Recharge Water in Water User's BWRA.

(d). If the District is unable to meet Water User's Net Supplemental Requirement in any given year, to the extent there is capacity within the District's delivery system, the District shall permit Water User to wheel water through the District's facilities on terms and at prices to be negotiated between the District and Water User. Water User shall not produce water from the Cummings Basin except the Annual Irrigation Allocation, water purchased from the District pursuant to this Agreement, water stored in Water User's BWRA, or purchases of third-party water pursuant to all necessary District approvals.

(e). In the event a third party demonstrates that new or increased pumping by Water User of Recharge Water or water drawn from Water User's BWRA account is causing significant impacts on the third party's existing well or wells, the Water User shall confer with such third party and mitigate such impacts to a level acceptable to such third party, failing which the District in its sole discretion may determine the rate of pumping and quantities of Recharge Water or BWRA water which Water User may extract; provided, however, the District shall provide Water User with fifteen (15) days prior written notice of any reduction or termination of allowed pumping of water hereunder and Water User reserves the right to challenge any such determination by the District by filing an action in the Kern County Superior Court. The Court's inquiry and scope of review in such action, sitting without a jury, shall be whether the District's

determination was reasonable, which the Court shall decide *de novo*.

10. Term. This Agreement shall have a term ending December 31, 20__ (**Initial Term**)⁴; provided that the Initial Term shall be extended automatically by consecutive one-year terms (each, an **Extension Term**), unless, at least 90 days prior to the expiration of the Initial Term or any Extension Term either party provides written notice to the other Party that it will not consent to extension of this Agreement, in which case the Agreement shall terminate upon the expiration of the Initial Term or the Extension Term, as applicable, and, provided further, that this Agreement shall terminate upon the earlier of (i) the termination of the SWP Water Supply Contracts (December 31, 2039) unless and to the extent the terms of such Contracts are extended, or (ii) December 31, 2045.

11. This Agreement is subject to all the provisions of the District's Rules and Regulations, including all future amendments thereof, except to the extent inconsistent with a material term of this Agreement.

12. Successors and Assigns. Upon written notice to the District, Water User may assign this Agreement to any successors or assigns of all of Water User's Land or in connection with any security or financing arrangement of Water User or its affiliates that pertains to Water User's Land. Water User may not assign this Agreement to any successor or assign of less than all of Water User's Land unless Water User obtains the District's prior written consent to such assignment, which consent shall not be unreasonably withheld.

13. Breach. If the Water User or the District should at any time substantially breach the terms of this Agreement (**Breaching Party**), the **Non-Breaching Party** shall provide the Breaching Party written notice of such breach and request that the breach be cured. If the Breaching Party does not cure any failure to pay amounts owed under this Agreement within 10 days, or cure any other breach within 30 days of written notice (**Cure Period**), the Non-Breaching Party may elect to terminate this Agreement; provided, however, that where the alleged breach is not capable of being cured within 30 days of the written notice, the Cure Period will be extended to 60 days. If the Water User should at any time substantially fail to comply with this Agreement and fail to cure the breach within the timeframes provided in this Section 13, and District on account thereof terminates this Agreement, or should Water User elect to terminate the Agreement for any reason, Water User shall be obligated to pay to District within 30 days after the termination date any amounts then owed to the District under this Agreement. Nothing herein contained is intended to foreclose the District from seeking such damages as it may sustain from any breach, substantial or not, of this Agreement by the Water User whether or not such breach leads to the District's termination of this Agreement. Additionally, nothing contained herein is intended to foreclose the District or the Water User from seeking injunctive, specific performance or other equitable relief for a breach of this Agreement, or from asserting the claim or defense that the Non-Breaching Party has an adequate remedy at law.

WHEREFORE, the parties have executed this Agreement as of the dates opposite their respective signatures.

⁴ No more than 10 years for Initial Term.

Dated: _____

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

By _____
President

By _____
Secretary
("District")

Dated: _____

By _____
[Name] _____
[Title] _____

("Water User")

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Resolution No. 05-20

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AMENDING THE DISTRICT'S RULES AND REGULATIONS
FOR THE SALE, USE AND DISTRIBUTION OF WATER

WHEREAS, by Resolution No. 25-16, the District amended and restated its rules and regulations for the sale, use and distribution of water (**Rules and Regulations**) pursuant to California Water Code section 31024; and

WHEREAS, by Resolution No. 04-20, the District amended the Rules and Regulations to adopt a form of Supplemental Water Purchase and Banking Agreement for greenhouse customers in the Cummings Basin; and

WHEREAS, the Board desires to amend the Rules and Regulations to reinforce the District's role as a wholesaler of water, not a retailer, by clarifying that the District will not provide M&I water service to any non-public entity or person for use within the service area of any public purveyor;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT as follows:

1. Each of the matters set forth above is true and correct and the Board so finds and determines.
2. Section 1 of Part D of the Rules and Regulations is hereby amended to read as follows:

Section 1. District Service Policy: Domestic Use. It is the current policy of District to act as a wholesaler of water and not as a retailer, i.e., to transmit such water and not to distribute the same. It shall be consistent with this policy to provide agricultural water service to users who connect at their own expense to the District's transmission facilities from time to time. Except for sales to "Exchangees" pursuant to the Amendment to Judgment in the Tehachapi Basin case,¹ the District will provide M&I water service only to: (a) entities or persons constituting recognized public purveyors, including public agencies, public utilities under the jurisdiction of the Public Utilities Commission, and mutual water companies and improvement districts, whether of this District or other public entities, established to furnish water service to the

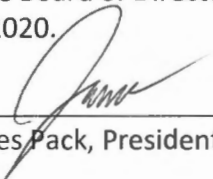
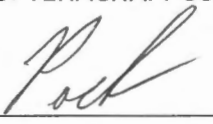
¹ *Tehachapi-Cummings County Water District v. City of Tehachapi, etc, et al.*, Kern County Superior Court Case No. 92710.

public; (b) existing M&I customer connections for industrial and other non-domestic uses; and (c) for agricultural direct use but for ultimate M&I use under an approved exchange agreement.

Except for existing M&I customers of the District, the District will not provide M&I water service to any non-public entity or person for use within the service area of any public purveyor.

Transmission facilities additional to those now provided for may be provided by the District from time to time in the discretion of the Board, and it shall be in the discretion of the Board to determine whether and to what extent any particular proposed facility is a transmission facility.

PASSED, APPROVED AND ADOPTED by the Board of Directors of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT this 20th day of May 2020.

 
James Pack, President

ATTEST:


Catherine Adams, Secretary

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

SECRETARY'S CERTIFICATION

I, Catherine Adams, Secretary of the Board of Directors of Tehachapi-Cummings County Water District do hereby certify that the forgoing Resolution No. 05-20 was introduced at a regular meeting of the Board held on the 20th day of May, 2020 and was passed by the following vote:

Ayes: Cassil
Pack
Schultz
Zanutto

Noes: Hall

Absent: None

Abstain: None

Catherine Adams
Catherine Adams, Secretary

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Resolution No. 12-20

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AMENDING THE DISTRICT'S RULES AND REGULATIONS
FOR THE SALE, USE AND DISTRIBUTION OF WATER

WHEREAS, by Resolution No. 25-16, the District amended and restated its rules and regulations for the sale, use and distribution of water (**Rules and Regulations**) pursuant to California Water Code section 31024; and

WHEREAS, by Resolution No. 04-20, the District amended the Rules and Regulations to adopt a form of Supplemental Water Purchase and Banking Agreement for greenhouse customers in the Cummings Basin; and

WHEREAS, by Resolution No. 05-20, the District amended the Rules and Regulations to reinforce the District's role as a wholesaler of water, not a retailer, by clarifying that the District will not provide M&I water service to any non-public entity or person for use within the service area of any public purveyor; and

WHEREAS, the District by contract with the California Department of Corrections ("CDCR") receives disinfected tertiary recycled water ("recycled water") from CDCR's California Correctional Institution in Cummings Valley ("CCI") which the District sells to customers pursuant to Part P of the District's Rules and Regulations and a Recycled Water Agreement with each such customer; and

WHEREAS, CCI generates approximately 800 acre feet ("AF") of recycled water each year; and

WHEREAS, based on one customer's historical demand and Recycled Water Agreement, the District has been reserving approximately 325 AF of recycled water for that customer's benefit each year; and

WHEREAS, since 2015, this customer, without notice to the District, has significantly reduced its use of recycled water from its typical demand of approximately 325 AF, and took zero recycled water in 2019; and

WHEREAS, due to the lack of communication regarding this customer's actual demand for recycled water, the recycled water that was reserved for this customer's benefit but that the customer did not take in 2015 through 2019 could not be delivered to other customers in those years, resulting in a waste of recycled water; and

WHEREAS, other customers have expressed an interest in receiving the full amount of recycled water generated by CCI each year; and

WHEREAS, the District's rules do not include scheduling provisions requiring recycled water customers to specify their demand for recycled water at the beginning of each year; and

WHEREAS, the Board desires to amend the Rules and Regulations to maximize use and avoid waste of recycled water by adopting such scheduling provisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT as follows:

1. Each of the matters set forth above is true and correct and the Board so finds and determines.
2. Section 4.3 of Part P of the Rules and Regulations is hereby amended to add subpart H., which reads as follows:

H. Scheduling.

1. On or before November 15 of each year, each customer shall advise the District in writing whether the customer intends to use recycled water during the following calendar year, and provide an estimate of the quantity of recycled water that the customer will need that year. Only customers that so advise the District prior to November 15 in any year will be entitled to receive recycled water during the following year.
2. On or before February 1 of each year, each customer shall provide the District in writing a firm order for recycled water and a monthly delivery schedule specifying the quantity of recycled water the customer requests to be delivered during each month of the year. This order and delivery schedule will obligate the customer to take the full ordered quantity of recycled water during the year if such quantity is available. If a customer fails to provide such a written order and delivery scheduled by February 1 in any year, the District may conclude that the customer does not have any demand for recycled water in that year and will not have any obligation to deliver any recycled water to the customer during the year.
3. Based on the terms of each Recycled Water Agreement and the annual orders and monthly delivery

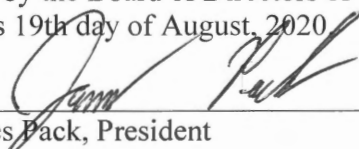
schedules provided to the District on or before February 1 of each year, the District will determine the quantity of recycled water that the District can make available to each customer for the year. On or before February 28th of each year, the District shall notify each of its recycled water customers of the estimated amount of recycled water that the District anticipates will be available for delivery to the customer in the year. Periodically thereafter, the District shall provide updated estimates as quantities of recycled water available from CDCR are revised.

4. If a customer fails to take delivery of the full quantity of recycled water that it orders in a given year, such failure will be grounds for suspension or termination of recycled water service if this failure results in the waste of recycled water. If a customer underestimates its recycled water demand in its order provided on or before February 1, the District will deliver recycled water to the customer in excess of the quantities ordered and scheduled to the extent the District can do so while meeting the demands of other customers.

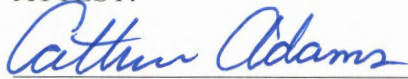
3. Subsection 4. of subsection B. of Section 4.8 of Part P of the Rules and Regulations is hereby amended to read as follows:

4. For Waste or Misuse of Water. In order to protect against waste or misuse of recycled water, the District may suspend service if such wasteful practices or misuses of recycled water are not remedied after notice to such effect has been given to the customer. Because failure to take the full quantity of recycled water ordered for the year will likely result in the waste of recycled water, the District may suspend or terminate service if the customer does not take delivery of the full quantity of recycled water the customer ordered for that year.

PASSED, APPROVED AND ADOPTED by the Board of Directors of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT this 19th day of August, 2020


James Pack, President

ATTEST:


Catherine Adams, Secretary

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

SECRETARY'S CERTIFICATION

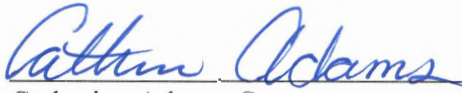
I, Catherine Adams, Secretary of the Board of Directors of Tehachapi-Cummings County Water District do hereby certify that the forgoing Resolution No. 12-20 was introduced at a regular meeting of the Board held on the 19th day of August, 2020 and was passed by the following vote:

Ayes: Cassil
 Hall
 Pack
 Schultz
 Zanutto

Noes: None

Absent: None

Abstain: None


Catherine Adams, Secretary