APPENDIX A

DWR 2025 Urban Water Management Plan Checklist

Row	Retail (x)	Order	2025 Guidebook Location	CA Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
1	x	1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Pages ES-1 to ES-4
2	x	1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Pages ES-1 to ES-4, 7-1
3	x	2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Page 2-1
4	x	2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Page 2-2
5	x	2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Page 2-2
6	x	2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Page 2-3
7	x	2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Pages 2-4, 10-1 to 10-2
8	x	2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Page 2-4
9	x	2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4	Page 2-4
10	x	3	Chapter 3	10631(a)	Describe the Supplier service area.	System description	n/a	Page 3-1
11	x	3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Page 3-3
12	x	3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Page 3-6 to 3-7
13	x	3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Page 3-8
14	x	3.5	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Pages 3-10 to 3-12
15	x	4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-5	Pages 4-3 to 4-5 and 4-8 to 4-9
16	x	4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-2	Page 4-5 to 4-6
17	x	4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-3	Page 4-6
18	x	4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-4	Page 4-9
19	x	4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-4	Pages 4-7 to 4-8
20	x	4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-4	Pages 4-7 to 4-8
21	x	4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-4	Pages 4-7 to 4-8
22	x	4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Pages 4-12 to 4-13

Row	Retail (x)	Order	2025 Guidebook Location	CA Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
23	x	5.2	Section 5.2	10608.4	"Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: • Was considered an urban retail water supplier in 2020, • Met its 2020 target in 2020, or • Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations	Baselines and targets	5-1	Page 5-1
24	x	6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Pages 6-1 to 6-25, 6-31
25	x	6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Pages 6-31 to 6-34, and 7-11 to 7-13
26	x	6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-2	Pages 6-9 to 6-14
27	x	6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Pages 6-11 to 6-12
28	x	6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Pages 6-9 to 6-11
29	x	6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Page 6-9
30	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	Page 6-9
31	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	Pages 6-11 to 6-13
32	x	6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	6-2	Page 6-14
33	x	6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-2	Page 6-31
34	x	6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-9 and 6-10	Pages 6-31 to 6-33
35	x	6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Page 6-23
36	x	6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-3 and 6-4	Pages 6-15 and 6-18
37	x	6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Page 6-20
38	x	6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Pages 6-16 to 6-21, and 6-30
39	x	6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Pages 6-16 to 6-21, and 6-30

Row	Retail (x)	Order	2025 Guidebook Location	CA Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
40	x	6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-5 and 6-6	Pages 6-19 to 6-22
41	x	6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-7	Page 6-22
42	x	6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Page 6-22
43	x	6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	n/a	Page 6-22
44	x	6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-8	Pages 6-23 to 6-25
45	x	6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1B and O-2	Pages 6-34 to 6-36
46	x	7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Pages 7-7 to 7-8
47	x	7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-1, 7-2, 7-3, 7-4 and 7-5	Pages 7-9 to 7-13
48	x	7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Page 7-14
49	x	7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Page 7-15
50	x	7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Page 7-15
51	x	7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Pages 7-15 to 7-16
52	x	7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-8	Page 7-17
53	x	7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Pages 3-4, 4-11, 6-33 and 7-15
54	x	8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Appendix D
55	x	8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Appendix D
56	x	8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Appendix D
57	x	8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Appendix D
58	x	8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Appendix D
59	x	8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Appendix D and Page 8-1

Row	Retail (x)	Order	2025 Guidebook Location	CA Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
60	x	8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Appendix D and Page 8-2
61	x	8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Appendix D and Pages 8-3 to 8-6
62	x	8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning		Appendix D
63	x	8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	8-3	Appendix D and Pages 8-3 to 8-6
64	x	8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Appendix D and Pages 8-2 to 8-6
65	x	8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Appendix D
66	x	8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Appendix D
67	x	8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Appendix D
68	x	8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Appendix D
69	x	8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Appendix D
70	x	8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. Water Shortage Emergencies.	Water shortage contingency planning	n/a	Appendix D
71	x	8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Appendix D
72	x	8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix D
73	x	8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix D
74	x	8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, Excessive Residential Water Use During Drought.	Water shortage contingency planning	n/a	Appendix D
75	x	8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Appendix D
76	x	8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Appendix D
77	x	8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Appendix D
78	x	8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Appendix D
79	x	9.1	Section 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Pages 9-1 to 9-10

Row	Retail (x)	Order	2025 Guidebook Location	CA Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
80	x	10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Page 10-2
81	x	10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Pages 2-4 to 2-5 and 10-1 to 10-2
82	x	10.4	Section 10.4	10621(e)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	n/a	Page 10-3
83	x	10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Page 10-1
84	x	10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Page 10-2
85	x	10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Appendix G
86	x	10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Page 10-3
87	x	10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Page 10-3
88	x	10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Page 10-3
89	x	10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Page 10-4
90	x	10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Page 10-3
91	x	10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Page 10-3
92	x	10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	n/a

APPENDIX B

DWR 2025 Urban Water Management Plan Tables

Submittal Table 2-1 Retail: Public Water Systems			
Has there been a change in the number of affiliated Public Water Systems since the 2020 UWMP? (OPTIONAL)			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA0110009	Dublin San Ramon Services District	27,373	9,943
	Total	27,373	9,943
DWR NOTES:			
NOTES:			

Submittal Table 2-2: Plan Identification			
Select One or Both	**Type of Plan**		**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**		
NOTES:			

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).
Wholesale Water Supplier Name
Alameda County Flood Control District Zone 7 (Zone 7)
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected
Water Code Section 10631(a)

Population Served	2025	2030	2035	2040	2045	2050(opt)
	101,295	108,204	111,899	115,255	116,255	116,255

NOTES:

(a) 2025 population for DSRSD was estimated using population data from the California DOF and information reported in DSRSD's 2024 UWUO submittal on December 24, 2025 (DOF, 2024a; DWR, 2025a).

(b) Future population projections were estimated using single- and multi-family residential dwelling unit projections from DSRSD's 2024 UWUO and applying persons-per-household factors derived from U.S. Census Bureau American Community Survey (ACS) and California DOF data (U.S. Census Bureau, 2024; DOF, 2024b; DWR, 2025a).

Submittal Table 4-1 Retail: 2025 Actual Total Uses for Potable and Non-Potable Water
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	5,155
Multi-Family		Potable	1,940
Commercial		Potable	748
Institutional/Governmental		Potable	308
Landscape		Potable	1,013
Other (optional)	Livestock	Potable	3
Other (optional)	Construction and Fireline Meters	Potable	59
Other (optional)	Recycled Water	Non-Potable	2,341
Distribution System Water Loss	(a)	Potable	719
		Subtotal Potable	9,943
		Subtotal Non-Potable	2,341
		Total	**12,284**

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

(a) The Distribution System Water Loss refers to real and apparent water losses from DSRSD's potable water distribution system. Recycled water loss is not included.

Submittal Table 4-2 Retail: Total Uses of Potable, and Non-Potable Water - Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	**2030** (AF)	**2035** (AF)	**2040** (AF)	**2045** (AF)	**2050** (opt) (AF)
Single Family		Potable	5,781.0	5,782.3	5,782.3	5,782.3	5,782.3
Multi-Family		Potable	2,451.0	2,762.1	2,981.6	3,047.1	3,047.1
Commercial		Potable	915.3	1,536.8	1,648.2	1,694.8	1,694.8
Institutional/Governmental		Potable	554.0	554.0	555.9	555.9	555.9
Landscape		Potable	1,028.3	1,049.8	1,056.4	1,059.5	1,059.5
Other (optional)	Livestock	Potable	2.3	2.3	2.3	2.3	2.3
Other (optional)	Construction and Fireline Meter	Potable	153.6	153.6	153.6	153.6	153.6
Distribution System Water Loss	(a)	Potable	805.6	879.7	915.6	925.0	925.5
Other (optional)	Recycled Water (b)	Non-Potable	2,400.0	2,400.0	2,400.0	2,400.0	2,400.0
		Subtotal Potable	11,691	12,721	13,096	13,220	13,221
		Subtotal Non-Potable	2,400	2,400	2,400	2,400	2,400
		Total	**14,091**	**15,121**	**15,496**	**15,620**	**15,621**

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

(a) Distribution System Water Loss refers to real and apparent water losses from DSRSD's potable system. Water loss from the recycled water system is not included.

(b) Assumes DERWA moratorium on new recycled water connections remains in place.

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	No
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. **OPTIONAL** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	
Are Lower Income Residential Demands Included In Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	Yes
OPTIONAL If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found. (An example is included in Appendix K.)	4-11
NOTES:	

OPTIONAL Submittal Table 4-4 Retail: Passive Water Savings Projections
Water Code Section 10631(d)(4)(A)

Description (Codes, Standards, Ordinances, or Plans)	Passive savings				
	2030	2035	2040	2045	2050 (opt)
	(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA0110009	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
	2025	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES:		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day (a)	Units for Real Water Loss (b) Drop down list	Number of Units (Connections or Miles corresponding with units selected) (c)	Volume of Total Real Loss (from AWWA Water Loss Audit) (c) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day (a)	Units for Apparent Water Loss (b)	Number of Connections (c)	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (c) (AF)	Apparent Water Loss Per Unit per Day
CA0110009	Yes	10.2	Gallons per Service Connection per Day (GPSCD)	27,142	498	16.4	4.5	Gallons per Service Connection per Day (GPSCD)	27,142	72	2.4

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:
(a) Provided by State Water Resources Control Board (SWRCB): Water Board's Calculated Water Loss Standards
(b) GPSCD = Gallons per Service Connection per Day.
(c) Sourced from DSRSD's 2024 AWWA Water Audit Report.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	169	100	Yes		NA

DWR NOTES:
Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.
Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance.
NA=Not Applicable

NOTES:

Submittal Table 6-1 Retail: Groundwater Volume Pumped
Water Code Section 10631(4) and 10631(4)(c)

☑	Check the box if the Supplier does not pump groundwater. Proceed to the next table.
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)

Groundwater Type **Drop Down List** May use each category multiple times	Water Type (OPTIONAL) **Drop down list**	Location or Basin Name	2021	2022	2023	2024	2025
			(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed							
Alluvial Basin	Potable	Livermore Valley Groundwater Basin	(a)	(a)	(a)	(a)	(a)
		Total	0	0	0	0	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES
(a) DSRSD does not pump groundwater. However, Zone 7 pumps 645 AFY of groundwater on behalf of DSRSD.

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2025
Water Code Section 10633(a)

☐	Check the box if there is no wastewater collection system. Proceed to the next table.
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
DSRSD (b)	Metered	5,792	Dublin San Ramon SD WWTP, Place ID 220792	No
Central Contra Costa Sanitary District (c)	Estimated	1,788	Central Contra Costa SD WWTP, Place ID 213875	No
Total Wastewater Received from UWMP Service Area in 2025:		**7,580**		

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:
(a) Volumes are in units of AF.
(b) Wastewater from DSRSD's water service area (DERWA Summary 2025).
(c) Wastewater from Dougherty Valley, as estimated using Dougherty Valley's 2025 population and an average daily wastewater flow of 60 GPCD.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025
Water Code Section 10633(a)

☐	**Check the box if no wastewater is treated or disposed of within the UWMP service area.** Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Dublin San Ramon SD WWTP, Place ID 220792	Yes	5,792	13,500	Tertiary	2,341	Tertiary	1,838	Secondary, Disinfected - 23	8,322		0		0	
Total		5,792	13,500		2,341		1,838		8,322		-		-	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requrement in the Level of Treatment drop-down.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:
(a) Volumes are in units of AF.
(b) The volume of total treated water is greater than the sum of the wastewater treatment outcomes. As noted in the DWR 2025 UWMP Guidebook, this is often the case because of biosolids removal and treatment losses
(c) The effluent discharge that is not a permitted recycled water use is in the category of secondary disinfected. However, it does not meet Disinfected Secondary 23 standards because it is not used for reuse.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c)(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.
Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	
Supplemental Water Added in 2025 (volume) Include units (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	Water Type (after treatment if treated) (OPTIONAL) **Drop down list**	Additional Information (as needed)	2025 (b) (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	**Potential Recycled Water Use** Volume	Narrative page number (OPTIONAL)
Landscape irrigation (exc golf courses)	Non-Potable		2,013	2,072	2,072	2,072	2,072	2,072		
Golf course irrigation	Non-Potable		243	243	243	243	243	243		
Commercial use	Non-Potable		64	64	64	64	64	64		
Other (Description Required)	Non-Potable	Construction uses	20	20	20	20	20	20		
		Total	2,341	2,400	2,400	2,400	2,400	2,400	0	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use - a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:
(a) Volumes are in AF.
(b) DSRSD, 2025 Billing Data, March 2026.

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633 (e)

☐	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Landscape irrigation (exc golf courses)	2,681	2,013.4
Golf course irrigation	195	243.3
Commercial use	8	64.0
Other (Description Required)	3	20.3
Other (Description Required)	156	0.0
Total	**3,043**	**2,341**

DWR NOTES:

NOTES:
(a) Includes recycled water used for construction activities.
(b) Includes 153 AF for facilities process water use and 3 AF of landscape irrigation use at DSRSD's WWTP and RWTF in Pleasanton.
(c) DSRSD 2025 Billing Data, March 2026.

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)			
☑	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (MG)
Add additional rows as needed			
		Total (MG)	0
		Unit Conversion to AF	0

DWR NOTES:

Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.

NOTES:

Due to the current moratorium on new recycled water connections, DSRSD does not plan to expand the recycled water at this time. However, future opportunities will be evaluated as part of the upcoming DERWA planning effort to update the supply-and-demand study.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs Water Code Section 10631 (f)	
☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Procees to the next table.
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
6-25	Provide page location of narrative in the UWMP

Submittal Table 6-8 Retail: Water Supplies — 2025 Actual
Water Code Section 10631 (b)

Water Supply		2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	**Actual Volume**	**Total Entitlement** (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)
Purchased or Imported Water	Zone 7 Wholesale Water	Potable	9,943	
Recycled Water	DERWA RWTF (a)	Non-Potable	2,341	
		Subtotal Potable	9,943	0
		Subtotal Non-Potable	2,341	0
		Total	**12,284**	**0**

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

(a) Recycled water volume excludes system loss and amount used for processing and landscape irrigation at DSRSD's WWTP.

OPTIONAL Submittal Table 6-8DS: Source Water Desalination by Urban Water Supplier

☑	Check the box if the Supplier does not reduce salinity in either groundwater or surface water prior to distribution.

Desalination Facility **Drop Down list**	Plant Capacity	Intake Type **Drop down list**	Source Water Type **Drop down list**	Influent TDS	Brine Discharge **Drop down list**	Volume of Water Desalinated					Name(s) of Agencies that Receive this Water
						2021	**2022**	**2023**	**2024**	**2025**	
						(AF)	(AF)	(AF)	(AF)	(AF)	
					Total	0	0	0	0	0	

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submital Table 2-3. This table identifies the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
Purchased or Imported Water	Wholesale Water	Potable	11,691		12,721		13,096		13,220		13,221	
Recycled Water	DERWA RWTF	Non-Potable	2,400		2,400		2,400		2,400		2,400	
		Subtotal Potable	11,691	0	12,721	0	13,096	0	13,220	0	13,221	0
		Subtotal Non-Potable	2,400	0	2,400	0	2,400	0	2,400	0	2,400	0
		Total	**14,091**	**0**	**15,121**	**0**	**15,496**	**0**	**15,620**	**0**	**15,621**	**0**

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	(AF)	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process (AF)		9,943		9,943
Energy Consumed (kWh)		3,190,558		3,190,558
Energy Intensity (kWh/vol. converted to MG)		985	-	985

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Metered Data

Data Quality Narrative:

Energy consumption reflects use for potable water conveyance, storage, and distribution as obtained from PG&E billing records for January-December 2025.

Narrative:

This table excludes energy consumption for:

- Zone 7 raw water treatment and treated potable water deliveries to DSRSD; and
- Administrative and ancillary facilities (energy use is not part of water delivery operations).

NOTES:

Optional Submittal Table O-2: Recommended Energy Reporting - WASTEWATER AND RECYCLED WATER					
Start Date of Reporting Period	1/1/2025	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control			
End Date of Reporting Period	12/31/2025				
Is upstream embedded energy in the values reported?	No	Water Management Process			
Units of Measure for Water	(AF)	Collection / Conveyance	Treatment	Discharge / Distribution	Total
Volume of Wastewater Entering Process (AF)			13,501		13,501
Wastewater Energy Consumed (kWh)		9,149	4,822,800		4,831,949
Wastewater Energy Intensity (kWh/volume converted to MG)		0	1,096	0	1,098
Volume of Recycled Water Entering Process (AF)				3,333	3,333
Recycled Water Energy Consumed (kWh)				655,072	655,072
Recycled Water Energy Intensity (kWh/volume converted to MG)		0	0	603	603

Quantity of Self-Generated Renewable Energy related to recycled water and wastewater operations

10,000,000 kWh

Data Quality (drop down)

Combination of Estimates and Metered Data

Data Quality Narrative:

Energy consumption data was obtained directly from PG&E billing records for January-December 2025.

Narrative:

Energy consumption for wastewater reflects energy used for collection (sewer trunk lines and lift stations), treatment (including tertiary and advanced recycled water), and conveyance for effluent discharges.
Energy consumption for recycled water reflects energy used for pumping at DERWA and DSRSD facilities. Recycled water volume includes amount delivered to DSRSD and Pleasanton.
Quantity of Self-Generated Renewable Energy is the approximate average of energy produced by DSRSD at its cogeneration (cogen) facility from 2021-2024.

NOTES:

OPTIONAL Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☑	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** Table 7-2 and Table 7-3
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year			100%
Single-Dry Year			
Consecutive Dry Years 1st Year			
Consecutive Dry Years 2nd Year			
Consecutive Dry Years 3rd Year			
Consecutive Dry Years 4th Year			
Consecutive Dry Years 5th Year			

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030	2035	2040	2045	2050 (Opt)
	(AF)	(AF)	(AF)	(AF)	(AF)
Supply totals (autofill from Submittal Table 6-9 R)	14,091	15,121	15,496	15,620	15,621
Use totals (autofill from Submittal Table 4-2 R)	14,091	15,121	15,496	15,620	15,621
Surplus/(shortfall)	0	0	0	0	0
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030	2035	2040	2045	2050 (Opt)
	(AF)	(AF)	(AF)	(AF)	(AF)
Supply totals	14,091	15,121	15,496	15,620	15,621
Use totals	14,091	15,121	15,496	15,620	15,621
Surplus/(shortfall)	0	0	0	0	0
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030	2035	2040	2045	2050 (Opt)
		(AF)	(AF)	(AF)	(AF)	(AF)
First year	Supply totals	14,091	15,121	15,496	15,620	15,621
	Use totals	14,091	15,121	15,496	15,620	15,621
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	14,091	15,121	15,496	15,620	15,621
	Use totals	14,091	15,121	15,496	15,620	15,621
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	14,091	15,121	15,496	15,620	15,621
	Use totals	14,091	15,121	15,496	15,620	15,621
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	14,091	15,121	15,496	15,620	15,621
	Use totals	14,091	15,121	15,496	15,620	15,621
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	14,091	15,121	15,496	13,484	12,455
	Use totals	14,091	15,121	15,496	15,620	15,621
	Surplus/(shortfall)	0	0	0	(2,136)	(3,166)
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.						
NOTES:						

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)		
2026		**Total**
Total Water Use	(AF)	12,645
Total Supplies	(AF)	12,645
Surplus/Shortfall w/o WSCP Action		0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2027		**Total**
Total Water Use	(AF)	13,007
Total Supplies	(AF)	13,007
Surplus/Shortfall w/o WSCP Action		0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2028		**Total**
Total Water Use	(AF)	13,368
Total Supplies	(AF)	13,368
Surplus/Shortfall w/o WSCP Action		0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2029		**Total**
Total Water Use	(AF)	13,730
Total Supplies	(AF)	13,730
Surplus/Shortfall w/o WSCP Action		0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2030		**Total**
Total Water Use	(AF)	14,091
Total Supplies	(AF)	14,091
Surplus/Shortfall w/o WSCP Action		0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.		
NOTES:		

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%		
2	Up to 20%		
3	Up to 30%		
4	Up to 40%		
5	Up to 50%		
6	>50%		
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1 to 3	Other Actions (describe)	Volume	0	No supply augmentation actions planned. Shortage levels 1 through 3 will be managed through demand reduction and operational changes.
4 to 6	Transfers	Volume	Up to contractual amount (a)	Emergency supply via interties with Pleasanton, Livermore, or EBMUD (in emergency [non-drought] conditions).
4 to 6	Transfers	Volume	Up to purchased amount (b)	Transfer water secured in coordination with Zone 7 and wheeled through EBMUD system.
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				

NOTES:
(a) Per Agreement A96-07 with Pleasanton, drought does not constitute a qualifying emergency, and interties shall not be used as a standby or reserve source. Supply is interruptible subject to the supplying agency's determination of availability. Per Agreement A12-03 with Livermore, no specific volume is stated. Supply is interruptible subject to the supplying agency's determination of availability under prevailing conditions. Per Agreement A90-17 with EBMUD, under emergency demand conditions, the maximum rate of flow is 1,000 gpm at the Davona and Dougherty Valley connections, and 500 gpm at the Southwick connection point.
(b) In general, DSRSD relies on Zone 7 as the regional wholesaler to augment supplies in times of drought. However, transfer water (purchased from another agency) may be wheeled through EBMUD's system directly to DSRSD's system via emergency interties.

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B) and (E)					
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? (a) **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
1	Expand Public Information Campaign	Percentage	<2%	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No
1	Implement or Modify Drought Rate Structure or Surcharge	Percentage	<5%	Implement Drought Rate Structure / Water Budgets	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	<1%	Landscape irrigation during and within 48 hours after measurable rainfall is prohibited; Prohibit Irrigation with Potable Water in a Manner that causes Runoff; Additional actions prohibiting wasteful water usage always in effect.	Yes
1	Other - Require automatic shut-off hoses	Percentage	<1%	Require Shut-Off Nozzles on Hoses for Vehicle Washing	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	<1%	Require Repair of all Leaks within 24 hours	Yes
2	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	<1%	Require Water-Efficient Pre-Rinse Spray Valves	Yes
2	CII - Lodging establishment must offer opt out of linen service	Percentage	<1%	Provide Linen Service Opt Out Options	Yes
2	CII - Restaurants may only serve water upon request	Percentage	<1%	Prohibit Serving Drinking Water other than upon Request in Eating or Drinking Establishments	Yes
2	Decrease Line Flushing	Percentage	<2%	Decrease Frequency and Length of Line Flushing	No
2	Landscape - Limit landscape irrigation to specific days (enhanced), Restrict or prohibit runoff from landscape irrigation	Percentage	<5%	Limit Irrigation to 3 non-consecutive Days/Week (irrigation only between 9 p.m. and 6 a.m.), Prohibit Irrigation with Potable Water in a Manner that causes Runoff	Yes

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? (a) **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
2	Other - Prohibit certain nonessential potable water uses	Percentage	<1%	Prohibit Use of Potable Water to Wash Sidewalks and Driveways; potable water for construction and dust control is prohibited, and potable construction meters must be replaced by recycled water construction meters; cleaning windows using a direct connection to the potable water supply is prohibited.	Yes
3	Residential Car Wash Coupon	Percentage	<1%	Residential Car Wash Coupon	No
3	Expand Public Information Campaign (enhanced)	Percentage	<2%	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No
3	Landscape - Limit landscape irrigation to specific days (enhanced)	Percentage	<5%	Limit Irrigation to 2 Days/Week	Yes
3	Residential Landscape Water Audits and Surveys	Percentage	<1%	Landscape Water Audits and Surveys	No
3	Residential Landscape Water Budgets	Percentage	<1%	Landscape Water Budgets; Residential customers' water use is limited to a weekly amount set by Board resolution.	Yes
4	Landscape - Limit landscape irrigation to specific days (enhanced)	Percentage	<1%	Limit Irrigation to 1 Day/Week	Yes
4	Other water feature or swimming pool restriction	Percentage	<1%	Prohibit Filling of Pools; drain/refill only for health or structural needs	Yes
4	Pools and Spas - Require covers for pools and spas; Filling and Refill Restrictions	Percentage	<1%	Require Pool Covers; pools should be equipped with recirculating pumps	Yes
4	Other – Vehicle washing requirements	Percentage	<1%	Vehicle washing at commercial facilities is limited to washing without direct connection to the water supply or a recirculating water system.	Yes
5	Expand Public Information Campaign (enhanced)	Percentage	<2%	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? (a) **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
5	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	<1%	Prohibit Potable Water Use for Decorative Water Features that do not Recirculate Water	Yes
5	Other - Spray irrigation for new developments or replacement projects is prohibited, and the Board may consider a moratorium or net-zero demand increase on new potable connections.	Percentage	<1%	Spray irrigation for new developments or replacement projects is prohibited, and the Board may consider a moratorium or net-zero demand increase on new potable connections.	Yes
6	Landscape - Prohibit landscape irrigation	Percentage	<2%	Prohibit total use of Potable Water for Irrigation	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
1					

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
City of Dublin	Yes	Yes
City of San Ramon	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
Alameda County	Yes	Yes
Contra Costa County	Yes	Yes
NOTES:		

APPENDIX C

Demonstration of Reduced Delta Reliance

ZONE 7 WATER AGENCY

Reduced Reliance on the Delta

June 2026
EKI C20037.04

EKI ENVIRONMENT & WATER, INC.

www.ekiconsult.com
2001 Junipero Serra Blvd, Suite 300 • Daly City, CA 94014

Reduce Reliance on the Delta

Zone 7 Water Agency

TABLE OF CONTENTS

1 SACRAMENTO-SAN JOAQUIN DELTA REFORM ACT OF 2009 1

2 REDUCED RELIANCE ANALYSIS 2

3 EXPECTED OUTCOMES FOR REDUCED RELIANCE ON THE DELTA 10

TABLES (IN REPORT TEXT)

Table 1 Optional Calculation of Water Use Efficiency (DWR Table C-1) 4

Table 2 Calculation of Service Area Water Demands Without Water Use Efficiency (DWR Table C-2) ... 5

Table 3 Calculation of Supplies Contributing to Regional Self-Reliance (DWR Table C-3) 6

Table 4 Calculation of Reliance on Water Supplies from the Delta Watershed (DWR Table C-4) 8

The purpose of this document is to demonstrate compliance with the Sacramento-San Joaquin Delta Reform Act of 2009. The Sacramento-San Joaquin Delta Reform Act of 2009 is described below, followed by an analysis of Zone 7 Water Agency's (Zone 7) reduced reliance in accordance with State protocols and expected outcomes for reduced reliance on the Delta.

1 SACRAMENTO-SAN JOAQUIN DELTA REFORM ACT OF 2009

Under the Sacramento-San Joaquin Delta Reform Act of 2009, state and local public agencies proposing a "covered action" in the Sacramento-San Joaquin Delta (Delta) must submit a written certification of consistency to the Delta Stewardship Council as to whether the covered action is consistent with applicable Delta Plan policies. Covered actions include a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

An urban water supplier that anticipates participating in or receiving water from a proposed covered action is required to provide information in their 2015 and subsequent Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (WR P1).

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states that:

(a) Water shall not be exported from, transferred through, or used in the Delta if all of the following apply:
(1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);
(2) That failure has significantly caused the need for the export, transfer, or use; and
(3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above.

(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:

(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;
(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and
(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).

The analysis and documentation provided below include all of the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action. Including this document as an appendix in the 2015 and subsequent UWMPs fulfills the requirements of WR P1 subsection (c)(1) Paragraph A.

2 REDUCED RELIANCE ANALYSIS

The data used in this analysis represent the regional efforts of Zone 7 to serve its customers in the Tri-Valley, including municipal and industrial (M&I) retailers (California Water Service, Dublin San Ramon Services District, City of Livermore, and City of Pleasanton), M&I direct retail customers, and untreated water customers. The analysis was coordinated with Zone 7's retailers as part of the UWMP coordination process as described in the 2025 UWMP. In accordance with UWMP requirements, Zone 7's retailers report their demand and supply data for their respective service areas in their respective UWMPs. This appendix reports demands on Zone 7 and supplies served by Zone 7. The retailers report their other sources of supplies used to supplement Zone 7 supplies in their UWMPs as applicable (e.g., recycled water, groundwater pumped by the retailer). Zone 7 provided the info presented here to the retailers so they can appropriately represent the nature of their wholesale supplies from Zone 7, and those supplies' contributions to reduced Delta reliance.

The methodology used to determine Zone 7's reduced Delta reliance and improved regional self-reliance is consistent with the approach detailed in Appendix C of Department of Water Resources' (DWR) UWMP Guidebook 2025 (Guidebook Appendix C) issued in January 2026, including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources. General assumptions include:

- All data were obtained from the current 2025 UWMP or previously adopted UWMPs and represent average or normal-water-year conditions.
- All analyses were conducted at the wholesale level, focusing on Zone 7's demands and sources of supplies served to the Tri-Valley.
- As described in Chapter 6 of the 2025 UWMP, Zone 7 is currently pursuing a number of water supply and storage alternatives to bolster water system reliability while reducing reliance on the Delta. The future projects described in Chapter 6 and the demand management measures described in Chapter 9 fulfill the requirements of WR P1 subsection (c)(1) Paragraph B. For the purposes of the 2025 UWMP, a representative future water supply portfolio was selected; that portfolio is reflected in this analysis.

Tables 1 through 4 present the analysis of Zone 7's reduced Delta reliance using DWR's spreadsheet tool and fulfill the requirements of WR P1 subsection (c)(1) Paragraph C. Descriptions of the various inputs of the analysis are provided below:

- **Baseline (2010) and 2015-2050 Conditions** – The analysis uses a normal water year representation of 2010 as the baseline, which is consistent with the approach described in DWR's Guidebook. Data for the 2010 baseline were taken from the 2010 UWMP (Table 9-11). To evaluate conditions relative to the baseline, actual conditions for 2015, 2020, and 2025 from Table 4-1 of the corresponding UWMPs are presented. Normal year projections for 2030 through 2050 from the 2025 UWMP are then subsequently used. In its 2025 UWMP, Zone 7 does not include operational storage—groundwater recharge and State Water Project (SWP) carryover—in its current or projected demands. To maintain consistency with baseline and 2015 conditions, operational storage has been added to actual (2025) and projected (2030-2050) demands presented in Zone 7's 2025 UWMP.
- **Service Area Water Demands with Water Use Efficiency Accounted For** – These values reflect Zone 7's actual and projected water use, including water placed in storage as applicable.

- **Non-Potable Water Demands** – This item includes untreated water demands, raw water losses, and water placed in storage.
- **Water Supplies Contributing to Regional Self-Reliance**
  - **Water Use Efficiency** – This amount is calculated by DWR's spreadsheet tool based on Zone 7's baseline demand, actual demands, and expected future demands. The value shown is the reduction in per capita water demand from the baseline (2010) multiplied by the projected population for each. Because the Tri-Valley has successfully reduced potable water demands over time, conserved water is contributing significantly to Zone 7's regional self-reliance.
  - **Conjunctive Use Projects** – Zone 7's use of operational storage in the Main Basin is included here. The Main Basin is recharged with SWP water and local Arroyo Valle water. This water is locally available for use during normal operations, drought, and emergencies.
  - **Local and Regional Water Supply and Storage Projects** – This includes actual use and future projected use of local Arroyo Valle water.
  - **Other Programs and Projects that Contribute to Regional Self-Reliance** – As discussed in Chapter 6 of the 2025 UWMP, Zone 7 has included Sites Reservoir (2,185 acre-feet per year [AFY] of average yield) as a representative future supply. As stated in a letter from the Delta Stewardship Council to the Sites Project Authority on May 2, 2018, "Sites Reservoir would be located upstream from the Delta, outside the legal Delta boundary" and "does not meet the definition of a covered action"; consequently, Sites Reservoir has been categorized as a water supply contributing to regional self-reliance.
- **Water Supplies from the Delta Watershed**
  - **CVP/SWP Contract Supplies** – Zone 7 derives a large portion of its supplies from the SWP system, as reflected in the analysis.
  - **Other Water Supplies from the Delta Watershed** – SWP carryover water and actual recovered water from the Kern County groundwater banks delivered through the Delta have been included here. Note that future projections do not include water from the banks because that supply is not part of normal-year operations.

Table 1 Optional Calculation of Water Use Efficiency (DWR Table C-1)

Service Area Water Use Efficiency Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	66,200	47,900	55,000	56,000	71,500	86,300	89,300	91,100	91,000
Non-Potable Water Demands	20,000	22,500	16,100	21,500	35,100	47,100	48,100	48,100	48,100
Potable Service Area Demands with Water Use Efficiency Accounted For	46,200	25,400	38,900	34,500	36,400	39,200	41,200	43,000	42,900
Total Service Area Population	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Service Area Population	216,000	238,600	265,800	267,000	287,000	311,000	331,000	345,000	347,000
Water Use Efficiency Since Baseline (Acre-Feet)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Per-Capita Water Use (GPCD)	191	95	131	115	113	113	111	111	110
Change in Per Capita Water Use from Baseline (GPCD)		(96)	(60)	(75)	(78)	(78)	(80)	(80)	(81)
Estimated Water Use Efficiency Since Baseline		25,600	17,900	22,600	25,000	27,300	29,600	30,800	31,300

Table 2 Calculation of Service Area Water Demands Without Water Use Efficiency (DWR Table C-2)

Total Service Area Water Demands (Acre-Feet)	Baseline (2010)		2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	66,200		47,900	55,000	56,000	71,500	86,300	89,300	91,100	91,000
Reported Water Use Efficiency or Estimated Water Use Efficiency Since Baseline			25,600	17,900	22,600	25,000	27,300	29,600	30,800	31,300
Service Area Water Demands without Water Use Efficiency Accounted For	66,200		73,500	73,000	78,600	96,500	113,600	118,900	121,900	122,300

Table 3 Calculation of Supplies Contributing to Regional Self-Reliance (DWR Table C-3)

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
Water Use Efficiency	-	25,600	17,900	22,600	25,000	27,300	29,600	30,800	31,300
Water Recycling									
Stormwater Capture and Use									
Advanced Water Technologies									
Conjunctive Use Projects	9,200	2,000	12,000	7,500	20,000	30,000	30,000	30,000	30,000
Local and Regional Water Supply and Storage Projects	7,100	2,900	8,700	8,000	4,000	4,000	4,000	4,000	4,000
Other Programs and Projects that Contribute to Regional Self-Reliance					2,200	2,200	2,200	2,200	2,200
Water Supplies Contributing to Regional Self-Reliance	16,300	30,500	38,600	38,100	51,200	63,500	65,800	67,000	67,500
Service Area Water Demands without Water Use Efficiency (Acre-Feet)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Service Area Water Demands without Water Use Efficiency Accounted For	66,200	73,500	73,000	78,600	96,500	113,600	118,900	121,900	122,300
Change in Regional Self Reliance (Acre-Feet)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Water Supplies Contributing to Regional Self-Reliance	16,300	30,500	38,600	38,100	51,200	63,500	65,800	67,000	67,500
Change in Water Supplies Contributing to Regional Self-Reliance		14,200	22,300	21,800	34,900	47,200	49,500	50,700	51,200

Table 3 Calculation of Supplies Contributing to Regional Self-Reliance (DWR Table C-3) (Continued)

Percent Change in Regional Self Reliance (As Percent of Demand w/o WUE)	Baseline (2010)		2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
Percent of Water Supplies Contributing to Regional Self-Reliance	24.6%		41.5%	52.9%	48.5%	53.0%	55.9%	55.3%	54.9%	55.2%
Change in Percent of Water Supplies Contributing to Regional Self-Reliance			16.8%	28.3%	23.9%	28.4%	31.3%	30.7%	30.3%	30.6%

Table 4 Calculation of Reliance on Water Supplies from the Delta Watershed (DWR Table C-4)

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
CVP/SWP Contract Supplies	51,400	16,100	16,100	26,300	36,600	36,600	36,600	36,600	36,600
Delta/Delta Tributary Diversions									
Transfers and Exchanges	4,600	400	7,100	-	-	-	-	-	-
Other Water Supplies from the Delta Watershed		26,600	11,800	9,200	7,000	9,000	10,000	10,000	10,000
Total Water Supplies from the Delta Watershed	56,000	43,000	35,000	35,500	43,600	45,600	46,600	46,600	46,600
Service Area Water Demands without Water Use Efficiency (Acre-Feet)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Service Area Water Demands without Water Use Efficiency Accounted For	66,200	73,500	73,000	78,600	96,500	113,600	118,900	121,900	122,300
Change in Supplies from the Delta Watershed (Acre-Feet)	**Baseline (2010)**	**2015**	**2020**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050 (Optional)**
Water Supplies from the Delta Watershed	56,000	43,000	35,000	35,500	43,600	45,600	46,600	46,600	46,600
Change in Water Supplies from the Delta Watershed		(13,000)	(21,000)	(20,600)	(12,500)	(10,500)	(9,500)	(9,500)	(9,500)

Table 4 Calculation of Reliance on Water Supplies from the Delta Watershed (DWR Table C-4) (Continued)

Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/o WUE)	Baseline (2010)		2015	2020	2025	2030	2035	2040	2045	2050 (Optional)
Percent of Water Supplies from the Delta Watershed	84.7%		58.5%	48.0%	45.2%	45.2%	40.1%	39.2%	38.2%	38.1%
Change in Percent of Water Supplies from the Delta Watershed			-26.1%	-36.7%	-39.5%	-39.5%	-44.5%	-45.5%	-46.5%	-46.6%

3 EXPECTED OUTCOMES FOR REDUCED RELIANCE ON THE DELTA

As stated in WR P1(c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The following provides a summary of the near-term (2030) and long-term (2050) expected outcomes for Zone 7's Delta reliance and regional self-reliance based on the assumptions described in the previous section and DWR's analysis tool. The results show that Zone 7 is measurably reducing reliance on the Delta and improving regional self-reliance, based on the percentage of Zone 7's water supplies from the Delta Watershed.

Expected Outcomes for Regional Self-Reliance

- Near-term (2030) – Normal water year regional self-reliance is expected to increase by approximately 34,900 AFY from the 2010 baseline (see Table 3). Conserved water and conjunctive use project water are the major sources of this increase.
- Long-term (2050) – Normal water year regional self-reliance is expected to increase by approximately 51,200 AFY from the 2010 baseline (see Table 3). Conserved water and conjunctive use project water are major contributors to this increase, supplemented by Sites Reservoir and local surface water.

Expected Outcomes for Percent of Water Supplies from the Delta Watershed

- Near-term (2030) – Normal water year reliance on supplies from the Delta watershed is expected to decrease by 40 percent relative to the 2010 baseline (see Table 4).
- Long-term (2050) – Normal water year reliance on supplies from the Delta watershed is expected to decrease by 47 percent relative to the 2010 baseline (see Table 4).

APPENDIX D

Water Shortage Contingency Plan

DUBLIN SAN RAMON SERVICES DISTRICT

Water Shortage Contingency Plan

Final | June 2026
EKI C50354.00

Water Shortage Contingency Plan

Dublin San Ramon Services District

TABLE OF CONTENTS

INTRODUCTION **1**

1 WATER SUPPLY RELIABILITY ANALYSIS **1**

2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES **2**

2.1 Decision-Making Process 2

2.2 Data and Methodologies 4

3 SIX STANDARD WATER SHORTAGE LEVELS **5**

4 SHORTAGE RESPONSE ACTIONS **6**

4.1 Supply Augmentation 6

4.2 Demand Reduction 7

4.3 Operational Changes 8

4.4 Additional Mandatory Restrictions 11

4.5 Emergency Response Plan 11

4.6 Seismic Risk Assessment and Mitigation Plan 12

4.7 Shortage Response Action Effectiveness 12

5 COMMUNICATION PROTOCOLS **14**

5.1 Communication for Foreseeable Events 14

5.2 Communication for Unforeseeable Events 14

6 COMPLIANCE AND ENFORCEMENT **15**

7 LEGAL AUTHORITIES **15**

7.1 Legal Authorities 15

7.2 Declaration of Water Shortage 16

7.3 Proclamation of Local Emergency 16

8 FINANCIAL CONSEQUENCES OF WSCP **16**

8.1 Financial Impacts and Mitigation Actions 17

8.2 Reporting Cost of Compliance with Excessive Water Use Prohibition during Drought Emergency 17

8.3 Drought Rate Structures and Surcharges 17

8.4 Use of Financial Reserves 17

9 MONITORING AND REPORTING **18**

10 WSCP REFINEMENT PROCEDURES **18**

11 SPECIAL WATER FEATURE DISTINCTION **18**

12 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY **19**

TABLES

Table 1. Annual Schedule of DSRSD's AWSDA and Water Shortage Assessment Report Activities 3
Table 2. Schedule of Decision-Making Activities if Water Shortage Condition Exists 4
Table 3. Cross-reference for Standard vs. Supplier Shortage Levels (DWR Table 8-1) 6
Table 4. Supply Augmentation and Other Actions (DWR Table 8-2) 7
Table 5. Demand Reduction Actions (DWR Table 8-3) 9
Table 6. Shortage Response Action Effectiveness 13

FIGURES

Figure 1. DSRSD Shortage Response Action Effectiveness by Stage 13

ABBREVIATIONS AND ACRONYMS

AFY	acre-feet per year
AMI	Advanced Metering Infrastructure
AWSDA	Annual Water Supply and Demand Assessment
Board	Board of Directors
CalWARN	California Water/Wastewater Agency Response Network
Cal Water	California Water Service-Livermore District
ccf	hundred cubic feet
CII	commercial, industrial, and institutional
CWC	California Water Code
Delta	Sacramento-San Joaquin Delta
District	Dublin San Ramon Services District
District Code	Dublin San Ramon Services District Code
DRA	Drought Reliability Assessment
DSRSD	Dublin San Ramon Services District
DWR	California Department of Water Resources
EBMUD	East Bay Municipal Utility District
ERP	Emergency Response Plan
FEMA	Federal Emergency Management Agency
gpm	gallons per minute
GPQ	Groundwater Pumping Quota
LHMP	Local Hazard Mitigation Plan
Livermore	City of Livermore
M&I	Municipal and Industrial
PIO	Public Information Officer
Pleasanton	City of Pleasanton
SBA	South Bay Aqueduct
SCADA	Supervisory Control and Data Acquisition
SWP	State Water Project
UWMP	Urban Water Management Plan
WEOC	Water Emergency Operations Center
WSCP	Water Shortage Contingency Plan
Zone 7	Zone 7 Water Agency

INTRODUCTION

Dublin San Ramon Services District (DSRSD, or District) has prepared this Water Shortage Contingency Plan (WSCP) in conjunction with the 2025 Urban Water Management Plan (UWMP) per California Water Code (CWC) Section (§) 10632. Water shortages occur whenever the available water supply cannot meet the normally expected customer water use. Water shortages can be attributed to various causes, such as climate change, drought, regulatory action, emergency, and/or catastrophic events. Shortage conditions could occur at any time and may, or may not, be foreseen.

This WSCP describes DSRSD's strategic plan to prepare and respond to water shortage conditions and to guide the District in preventing water service disruptions. Further, the WSCP aims to ensure adequate supplies of water are available to meet the needs of the public and to further protect public health, safety, and welfare, consistent with District Code Chapter 4.20. The WSCP is also meant to prevent waste of water, unreasonable use of water, and unreasonable methods of water use. Engrained in this plan is the District's acknowledgement of water as a scarce natural resource that requires careful management, not only in times of drought but at all times.

The WSCP includes defined actions for six locally defined shortage stages, which are cross-referenced to the State's standard water shortage levels and are intended to reduce potable demand, augment available supplies, and support emergency response as shortage severity increases.

DSRSD intends for this WSCP to be dynamic so that it may assess response action effectiveness and adapt to emergencies and catastrophic events. Refinement procedures to this WSCP are provided to allow DSRSD to modify this WSCP outside of the UWMP process.

1 WATER SUPPLY RELIABILITY ANALYSIS

Per CWC §10635(a-b), as part of UWMPs, every urban water supplier in California is required to assess the reliability of its water service to its customers during normal, dry, and multiple dry water years. The assessment compares the total water supply sources available to the supplier with the long-term total projected water use over the next 20 to 25 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. Additionally, suppliers are required to address supply risks under a severe near-term drought period (i.e., 2026-2030) as a Drought Reliability Assessment (DRA). Both the near-term DRA and long-term supply reliability assessment consider plausible hydrological and regulatory variability, infrastructure capacity, climate conditions, and other factors that affect water supply and demand.

Sections 6 and 7 of DSRSD's 2025 UWMP present the District's water supply sources and reliability, respectively. For potable water supply, DSRSD currently relies exclusively on Zone 7 Water Agency (Zone 7), the Tri-Valley's regional wholesale water supplier. Thus, the District's water supply reliability is fundamentally linked to Zone 7's. For Zone 7, a water shortage condition occurs when the available supply of potable water cannot meet its retailers' water demands for human consumption, sanitation, fire protection, and other beneficial uses. Besides the District, Zone 7's retailers include the City of Pleasanton (Pleasanton), City of Livermore (Livermore), and California Water Service-Livermore District (Cal Water).

Zone 7's 2025 UWMP indicates the ability to meet retailer demands during five-year droughts beginning in 2030, 2035, and 2040. However, beginning in 2045, Zone 7 projects a 14% shortfall for the fifth year of a five-year drought.

The analysis associated with this WSCP was developed in the context of Zone 7's water supply sources and reliability. In some cases, DSRSD and Zone 7 may be able to foresee a water shortage condition, but the water shortage may also be caused by an unforeseen sudden or emergency event. Statewide water supply conditions, changes in groundwater levels, and actions by other agencies may impact Zone 7's

available water supply, therefore affecting DSRSD. In general, Zone 7's, and thereby DSRSD's, water supply conditions may be affected by the following:

- SWP supply allocations and storage levels
- Delta vulnerability to seismic events, changing environmental and regulatory requirements, and climate change
- Salts, nutrients, or contaminants in the Main Basin groundwater supply

2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Beginning July 1, 2022, California Water Code (CWC) §10632.1 requires water suppliers to submit an Annual Water Supply and Demand Assessment (AWSDA) and an Annual Water Shortage Assessment Report to the Department of Water Resources (DWR).

DSRSD's AWSDA will be developed from Zone 7's "Annual Review of the Sustainable Water Supply Report" (Annual Sustainability Report), which covers near-term planning of water supplies over the upcoming five years and includes the following:

- An estimate of the current annual demand for municipal and industrial (M&I) water, as well as a five-year projection (including water losses and water conservation) based on projections from Zone 7's retailers;
- A description and quantification of available water supplies to Zone 7 at the beginning of the calendar year and projected water supplies over the next five years;
- A comparison of current and projected water demand with the available water supplies to determine if a water shortage condition is anticipated;
- A review of water supply programs (to maintain long-term service reliability) and existing infrastructure and capabilities; and
- A discussion of water conservation requirements and other long-term supply programs needed to meet Zone 7 M&I water demands for single-dry and multiple-dry year conditions, as specified in Zone 7's UWMP.

This section provides the procedures for the DSRSD to conduct its AWSDA, which will inform the District's Annual Water Shortage Assessment Report and assist with planning for potential water supply shortages, including details of the decision-making process, key data inputs, and the steps the District may take to declare a water shortage emergency (see **Section 3**) and implement water shortage response actions (see **Section 4**).

2.1 Decision-Making Process

To consistently produce its AWSDA, DSRSD uses the decision-making process described in this section and may adjust and improve the process as needed.

DSRSD's Engineering Department Planning Unit is responsible for preparing the District's AWSDA and Annual Water Shortage Assessment Report and submitting them to DWR by July 1st of each year. Typically, by May of each year, staff finalize the assessment based on Zone 7's Annual Sustainability Report and present the AWSDA and Annual Water Shortage Assessment Report to the Engineering Director, or designee, for review and approval. If the AWSDA finds that the available water supply is sufficient to meet expected demands for the current year and one subsequent dry year, no further action is required.

Table 1 summarizes DSRSD's AWSDA development process and schedule. Due to variations in climate and hydrologic conditions, DSRSD's assessment schedule may vary. DSRSD intends to implement shortage response actions to effectively address anticipated water shortage conditions in a timely manner while complying with the State's reporting requirements.

Table 1. Annual Schedule of DSRSD's AWSDA and Water Shortage Assessment Report Activities

Schedule	Activities	Responsible Party
February	Plan for water demands for the current year and one subsequent dry year. Provide demand projections to Zone 7.	Planning Staff
April	Zone 7 finalizes its Annual Sustainability Report and determines if a water shortage condition is expected.	Zone 7
Late April-May	Complete AWSDA based on Zone 7's Annual Sustainability Report, which is typically presented to its Board by the middle of April.	Planning Staff
Late April-May	Based on determinations of the AWSDA, prepare the Annual Water Shortage Assessment Report with recommendations on water shortage condition determination and response actions. Submit to Engineering Director, or designee, for review.	Planning Staff
Late April-May	Review AWSDA and Annual Water Shortage Assessment Report and provide comments as needed.	Engineering Director
May	Finalize and approve AWSDA and Annual Water Shortage Assessment Report.	Engineering Director
Late June	Submit finalized AWSDA and Annual Water Shortage Assessment Report to DWR by July 1.	Planning Staff

If the AWSDA concludes that available supply does not meet expected demands, the General Manager, or designee, will coordinate with the region's water service providers and the City of Dublin (Dublin) and City of San Ramon (San Ramon) for the possible proclamation of a local emergency. Staff will present the finalized assessment and recommendations on water shortage condition determination and actions to DSRSD Board of Directors (Board). Recommendations may include a declaration of a water shortage emergency, shortage stage, and response actions.

Based on the findings of the AWSDA, DSRSD's Board determines if a water shortage condition exists and, if needed, adopts a resolution or ordinance declaring a water shortage emergency and an associated shortage stage and authorizing response actions. Staff then prepare DSRSD's Annual Water Shortage Assessment Report, incorporating the Board's determinations and approved actions. The sequence of decision-making activities is provided in **Table 2**. The timeline and activities shown in the table are approximate and may be adjusted as needed.

Table 2. Schedule of Decision-Making Activities if Water Shortage Condition Exists

Schedule	Activities	Responsible Party
Late April-May	Prepare recommendations on water shortage condition determination and action based on AWSDA findings. Prepare resolution or ordinance approving determinations and actions.	Planning Staff
Late April-May	Coordinate with the region's water service providers, the City of Dublin, and the City of San Ramon for the possible proclamation of a local emergency.	General Manager or designee
Late April-May	Present finalized determinations and recommendations, along with resolutions approving determinations and actions.	Engineering Director or designee
May	Receive presentation of finalized determinations and recommendations. Make determination of the degree of emergency and act on resolutions that declare a water shortage emergency condition. Authorize water shortage response actions for implementation.	DSRSD Board
May	If a water shortage emergency condition is declared, implement the WSCP and the water shortage response actions as approved by DSRSD Board.	General Manager or designee
May	Finalize AWSDA and incorporate Board decision in Annual Water Shortage Assessment Report.	Planning Staff
Late June	Submit final AWSDA and Annual Water Shortage Assessment Report to DWR by July 1.	Planning Staff

2.2 Data and Methodologies

The State requires the AWSDA to evaluate supplies and demands for, at a minimum, the current year and one subsequent dry year. DSRSD uses the estimated supplies and demands for these planning scenarios to evaluate near-term water supply reliability. In each scenario, estimated supplies are compared with projected demands to determine whether a water shortage condition is anticipated. The following factors are considered in water supply planning:

1. Zone 7 water supply availability
2. Hydrological conditions
3. Regulatory conditions
4. Contractual constraints
5. Water quality conditions
6. Infrastructure capacity constraints or changes
7. Capital improvement project implementation

Planned water supply sources and quantities are described and should be reasonably consistent with the supply projections in Section 6 (Water Supply Characterization) of DSRSD's 2025 UWMP. If supply sources and projections differ between the AWSDA and the UWMP, the District provides an explanation for the difference.

The District uses planned unconstrained water demands as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water

conservation measures are in effect. In planning for water demands, the following factors are considered, as applicable and appropriate:

1. Weather conditions
2. Water year type
3. Population changes (e.g., due to development projects)
4. Anticipated new demands (e.g., changes to land use)
5. Pending policy changes that may impact demands
6. Infrastructure operations

Similarly, when describing water demands for the AWSDA, the District generally uses Section 4 (Water Use Characterization) of the 2025 UWMP. If the demand projections differ between the AWSDA and the UWMP, the District provides an explanation for the difference.

In preparing the AWSDA, DSRSD uses the following methodology and criteria to evaluate the District's water supply reliability for the current year and following one dry year.

- DSRSD uses a spreadsheet to plan for current-year and future-year supplies and demands. Planned supply and demand inputs described in **Section 2** are entered into the spreadsheet in annual increments. As needed, the increments may be revised to monthly or seasonal periods to more closely evaluate specific conditions and needs.
- DSRSD's water supply reliability in the current year and the following one dry year. DSRSD's water supply is deemed reliable if it can meet planned water demands both in the current year and the following dry year. If water supply cannot meet planned water demands in the current year or the following dry year, the extent of the water shortage condition is determined, and DSRSD prepares response actions in accordance with this WSCP.
- Findings from the AWSDA are presented to DSRSD's Board for consideration, along with recommendations for action.
- If a shortage condition is identified during the AWSDA period, the findings and recommended actions are presented to DSRSD's Board for consideration and approval of appropriate shortage response measures.

3 SIX STANDARD WATER SHORTAGE LEVELS

To provide a consistent regional and statewide approach for conveying the relative severity of water supply shortage conditions, the State has established six standard water shortage levels that correspond to progressive reductions of up to 10, 20, 30, 40, 50%, and greater than 50% from the normal reliability condition. Each shortage level is intended to correspond to locally appropriate shortage response actions that a supplier would implement to address the resulting gap between normally available supplies and normally expected customer water use.

DWR's 2025 UWMP Guidebook allows a supplier either to use the State's standard six shortage levels or to retain local levels with a cross-reference in DWR Table 8-1. DSRSD is using the State's standard six water shortage levels identified in **Table 3** (DWR Table 8-1). Using the standard levels aligns WSCP shortage declarations with the District's drought pricing framework and provides a consistent customer-facing structure for shortage response. The District's drought rates or water shortage condition charges are tied to these shortage levels, which may also be referred to administratively as shortage stages.

Table 3. Cross-reference for Standard vs. Supplier Shortage Levels (DWR Table 8-1)

☒	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.

Since Zone 7 is DSRSD's exclusive potable water wholesaler, Zone 7's water supply determinations, shortage declarations, and retailer conservation requests are a primary input to DSRSD's annual assessment and shortage response decisions. If Zone 7 declares a water shortage or requests retailer demand reductions, DSRSD will communicate District-specific information to customers (related to drought stage, demand reduction, and enforcement) and implement operational measures. Zone 7 may establish regional supply conditions or retailer reduction requirements, while DSRSD remains responsible for determining and implementing the customer-facing actions applicable within its service area.

4 SHORTAGE RESPONSE ACTIONS

CWC §10632 (a)(4) requires shortage response actions that align with the defined shortage levels. DSRSD's shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The specific suite of response actions implemented depends on the event that precipitates a water shortage stage, the time of the year the event occurs, the water supply sources available, and the condition of DSRSD's water system infrastructure. In general, DSRSD plans to use a balanced and dynamic approach, adapting its response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage stage.

The shortage response actions discussed in this section may be considered as tools that allow DSRSD to respond to water shortage conditions. During the previous drought, DSRSD implemented multiple shortage response actions, monitored system-wide water use as described in **Section 9**, and continuously adjusted its suite of response actions to reasonably equate demands with available supply.

4.1 Supply Augmentation

Section 6 of DSRSD's 2025 UWMP describes the District's normal supply portfolio, which includes purchased treated water from Zone 7 and local groundwater pumped by Zone 7 on behalf of DSRSD. Per its water supply contract with Zone 7, DSRSD has a groundwater pumping quota (GPQ) of 645 acre-feet per year (AFY).

Beyond these normal year supplies, DSRSD may access emergency supply through existing interties with adjacent water suppliers, including Livermore, Pleasanton, and East Bay Municipal Utility District (EBMUD). However, based on the agreements with the adjacent water suppliers, these interties can only be used during emergencies, and the agreements explicitly exclude drought and water shortage:

> "Emergency does not mean a shortage of water due to high continuing demand or drought, and an intertie connection shall not be used as a standby or reserve source of water to meet the peak water requirements of either agency."

Thus, DSRSD cannot activate those interties to augment its supplies during drought. However, they may still be used in shortage conditions caused by other emergencies, as shown in **Table 4**. Additionally, the intertie with EBMUD could be used to convey transfer water wheeled through EBMUD's system to DSRSD in a drought emergency. Such transfer water would be secured in coordination with Zone 7.

In general, DSRSD relies on Zone 7 as the regional wholesaler to secure and deliver additional supplies as needed in times of drought. Wheeling water through EBMUD's system would only be necessary in the unlikely event that Zone 7's system is experiencing an outage.

Table 4. Supply Augmentation and Other Actions (DWR Table 8-2)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	**Supply Augmentation Methods and Other Actions**	**How much is this going to reduce the shortage gap?**		**Additional Explanation or Reference** (Optional)
		Volume or Percentage	**Shortage Gap Reduction Value**	
1-3	Not applicable (n/a)	n/a	None	No supply augmentation actions planned. Shortage levels 1 through 3 will be managed through demand reduction and operational changes.
4-6	Transfers	Volume	Up to contractual amount (a)	Emergency supply via interties with Pleasanton, Livermore, or EBMUD (in emergency [non-drought] conditions).
4-6	Transfers	Volume	Up to purchased amount (b)	Transfer water secured in coordination with Zone 7 and wheeled through EBMUD system.

NOTES:
(a) Per Agreement A96-07 with Pleasanton, drought does not constitute a qualifying emergency, and interties shall not be used as a standby or reserve source. Supply is interruptible subject to the supplying agency's determination of availability. Per Agreement A12-03 with Livermore, no specific volume is stated. Supply is interruptible subject to the supplying agency's determination of availability under prevailing conditions. Per Agreement A90-17 with EBMUD, under emergency demand conditions, the maximum rate of flow is 1,000 gpm at the Davona and Dougherty Valley connections, and 500 gpm at the Southwick connection point.
(b) In general, DSRSD relies on Zone 7 as the regional wholesaler to augment supplies in times of drought. However, transfer water (purchased from another agency) may be wheeled through EBMUD's system directly to DSRSD's system via emergency interties.

4.2 Demand Reduction

During water shortage conditions, DSRSD plans to reduce demand by implementing the actions shown in **Table 5**. Many of these actions are defined in District Code, while others were recommended in DSRSD's 2025 Water Conservation Master Plan. **Table 5** also includes operational actions that DSRSD would take that are expected to reduce demand (e.g., decrease line flushing).

Demand reduction actions are organized by the water shortage level at which they are first triggered; it is assumed that actions implemented at lower stages will continue through higher stages. Actions are only repeated in the table if they are changed or expanded in a later stage and expected to further reduce the shortage gap; in this case, the action is identified in the later stage as an enhanced action.

The shortage gap reduction values shown in **Table 5** are rounded, planning-level estimates informed by the District's spreadsheet-based evaluation of response actions. These values are estimates and do not represent exact, standalone, measured savings attributable to any individual action in isolation. Actual savings will vary depending on hydrologic conditions, season, customer response, baseline water use, enforcement intensity, public messaging, local economic conditions, and the duration and timing of the

shortage. Additionally, because DSRSD typically implements multiple response actions in concert with each other, the water savings attributable to individual actions are difficult to quantify with precision.

The cumulative reduction in water use is intended to correspond to the District's target shortage gap reduction for each stage. Accordingly, Stage 1 totals 10%, Stage 2 totals 20%, and Stage 3 totals 30%. However, based on the District's recent experience during the 2021-2022 drought, reducing potable demands by more than 10% is difficult without significant action by customers, given that most large landscape areas within the service area are already irrigated with recycled water. Additionally, beyond Stage 3, it is unlikely DSRSD would be able to fully reduce the shortage gap without extreme measures; at these higher shortage levels, DSRSD would most likely need to secure emergency supply (**Table 4**). These limitations are further discussed in **Section 4.7**.

DSRSD will monitor water supply, customer water use, and changing conditions to evaluate whether implemented actions are closing the shortage gap. Based on this monitoring, DSRSD may adjust outreach, enforcement, implementation intensity, and shortage stage declarations, and may refine the actions and displayed reporting values used in **Table 5** as needed to maintain consistency between the table, implemented actions, and the District's shortage reduction objectives. If DSRSD determines that its water shortage response actions are not closing the shortage gap as expected, the District may adopt additional mandatory prohibitions.

4.3 Operational Changes

DSRSD can make several operational changes to address water shortages. Operational changes may include the following:

- Limit its line flushing only in critical areas of the distribution system to address water quality issues
- Require users to use recycled water in lieu of potable water for short-term non-potable water use, such as construction, dust control, and other approved temporary uses where recycled water is available.
- Increase efforts to identify and reduce system water losses, including targeted leak detection, repair prioritization, and review of non-revenue water.
- Evaluate temporary adjustments to distribution system operations, including pressure management where feasible, while maintaining water quality, fire flow, and service reliability requirements.

Table 5. Demand Reduction Actions (DWR Table 8-3)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)					
Shortage Level	**Demand Reduction Actions**	**How much is this going to reduce the shortage gap?**		**Additional Explanation or Reference (Optional)**		**Penalty, Charge, or Other Enforcement? (a)**
		Volume or Percentage	**Shortage Gap Reduction**	**Source**	**Spreadsheet model actions**	
1	Expand Public Information Campaign	Percentage	<2%	District action	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No
1	Implement or Modify Drought Rate Structure or Surcharge	Percentage	<5%	District Code 4.20.040(C)(1); 4.40.020(B)	Implement Drought Rate Structure / Water Budgets	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	<1%	4.20.040(C)(3)(d); District Code 4.20.030	Landscape irrigation during and within 48 hours after measurable rainfall is prohibited; Prohibit Irrigation with potable water in a manner that causes runoff; Additional actions prohibiting wasteful water usage always in effect.	Yes
1	Other - Require automatic shut-off hoses	Percentage	<1%	District Code 4.20.040(C)(3)(b)	Require Shut-Off Nozzles on Hoses for Vehicle Washing	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	<1%	District Code 4.20.040(C)(3)(c); 4.20.030	Require Repair of all Leaks within 24 hours	Yes
2	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	<1%	District Code 4.20.040(C)(4)(i)	Require Water-Efficient Pre-Rinse Spray Valves	Yes
2	CII - Lodging establishment must offer opt out of linen service	Percentage	<1%	District Code 4.20.040(C)(4)(g)	Provide Linen Service Opt Out Options	Yes
2	CII - Restaurants may only serve water upon request	Percentage	<1%	District Code 4.20.040(C)(4)(h)	Prohibit Serving Drinking Water other than upon Request in Eating or Drinking Establishments	Yes
2	Decrease Line Flushing	Percentage	<2%	District action	Decrease Frequency and Length of Line Flushing	No
2	Landscape - Limit landscape irrigation to specific days (enhanced), Restrict or prohibit runoff from landscape irrigation	Percentage	<5%	District Code 4.20.040(C)(4)(b)-(c), District Code 4.20.030(B)	Limit Irrigation to 3 non-consecutive Days/Week (irrigation only between 9 p.m. and 6 a.m.), Prohibit Irrigation with Potable Water in a Manner that causes Runoff	Yes
2	Other - Prohibit certain nonessential potable water uses	Percentage	<1%	District Code 4.20.040(C)(4)(d); 4.20.040(C)(4)(e); 4.20.040(C)(4)(f)	Prohibit Use of Potable Water to Wash Sidewalks and Driveways; potable water for construction and dust control is prohibited, and potable construction meters must be replaced by recycled water construction meters; cleaning windows using a direct connection to the potable water supply is prohibited.	Yes
3	Expand Public Information Campaign (Enhanced)	Percentage	<2%	District action	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No
3	Residential Car Wash Coupon	Percentage	<1%	DSRSD Water Conservation Master Plan (2025)	Residential Car Wash Coupon	No
3	Landscape - Limit landscape irrigation to specific days (enhanced)	Percentage	<5%	District Code 4.20.040(C)(5)(b)	Limit Irrigation to 2 Days/Week	Yes
3	Residential Landscape Water Audits and Surveys	Percentage	<1%	District action	Landscape Water Audits and Surveys.	No
3	Residential Landscape Water Budgets	Percentage	<1%	District Code 4.20.040(C)(5)(c); DSRSD Water Conservation Master Plan (2025)	Landscape Water Budgets; Residential customers' water use is limited to a weekly amount set by Board resolution.	Yes
4	Landscape - Limit landscape irrigation to specific days (enhanced)	Percentage	<1%	District Code 4.20.040(C)(6)(b)	Limit Irrigation to 1 Day/Week	Yes
4	Other water feature or swimming pool restriction	Percentage	<1%	District Code 4.20.040(C)(6)(c)-(d)	Prohibit Filling of Pools; drain/refill only for health or structural needs	Yes

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)					
Shortage Level	**Demand Reduction Actions**	**How much is this going to reduce the shortage gap?**		**Additional Explanation or Reference (Optional)**		**Penalty, Charge, or Other Enforcement? (a)**
		Volume or Percentage	**Shortage Gap Reduction**	**Source**	**Spreadsheet model actions**	
4	Pools and Spas - Require covers for pools and spas; Filling and Refill Restrictions	Percentage	<1%	District Code 4.20.040(C)(6)(e)	Require Pool Covers; pools should be equipped with recirculating pumps	Yes
4	Other – Vehicle washing requirements	Percentage	<1%	District Code 4.20.040(C)(6)(f)	Vehicle washing at commercial facilities is limited to washing without direct connection to the water supply or a recirculating water system.	Yes
5	Expand Public Information Campaign (enhanced)	Percentage	<2%	District action	Media Campaign, Newspaper Articles, Website; Water Efficiency Workshops, Public Events; Water Bill Inserts; Home or Mobile Water Use Reports	No
5	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	<1%	District Code 4.20.040(C)(7)(b)	Prohibit Potable Water Use for Decorative Water Features that do not Recirculate Water	Yes
5	Other - Spray irrigation for new developments or replacement projects is prohibited, and the Board may consider a moratorium or net-zero demand increase on new potable connections.	Percentage	<1%	District Code 4.20.040(C)(7)(c)	Spray irrigation for new developments or replacement projects is prohibited, and the Board may consider a moratorium or net-zero demand increase on new potable connections.	Yes
6	Landscape - Prohibit landscape irrigation	Percentage	<2%	District Code 4.20.040(C)(8)(b)	Prohibit total use of Potable Water for Irrigation	Yes

NOTES:
(a) Board action required for all measures marked Yes. Implementation of penalties or enforcement is subject to Board discretion and approval.

4.4 Additional Mandatory Restrictions

In addition to the shortage response actions identified in this WSCP, DSRSD may implement additional mandatory water use restrictions, as authorized by District Code §4.20.040. Under District Code §4.20.040(C), the DSRSD Board may declare a water shortage emergency by resolution, identify the applicable water shortage stage, and implement water use regulations, enforcement actions, and penalties consistent with District Code §4.20.030, 4.20.040, and 4.20.050, as more specifically declared by the resolution and the then-current WSCP.

Additional mandatory restrictions may include, but are not limited to, limits on the days, times, duration, or frequency of landscape irrigation; requirements to repair or stop customer-side leaks within a specified timeframe; prohibitions on potable water use for washing hard surfaces, street cleaning, construction, or other non-essential uses where another water source is available; restrictions on filling or refilling pools, spas, ponds, or other water features; restrictions on new or expanded potable irrigation uses; and any other water use restrictions deemed necessary to preserve potable water supplies for public health, sanitation, fire protection, and essential domestic, commercial, and industrial uses.

Mandatory restrictions established through District Code, Board resolution, this WSCP, or applicable State or regional drought emergency requirements will be reported in the applicable DWR Submittal Table 8-3. During large-scale drought conditions, additional State or regional mandatory restrictions may be implemented. If such restrictions apply to DSRSD after adoption of this WSCP, DSRSD may implement them through its shortage response procedures and, if necessary, update or amend the WSCP to reflect those requirements.

4.5 Emergency Response Plan

As described in **Section 3**, DSRSD's water shortage stages (**Table 3**) apply to both foreseeable and unforeseeable water supply shortage conditions. Catastrophic water shortage conditions, such as water supply contamination, earthquakes, infrastructure failures, or other emergency events, are addressed through DSRSD's Emergency Response Plan (ERP). The ERP establishes procedures for preparing for, responding to, and recovering from emergency incidents that could affect water service.

Consistent with DSRSD Policy No. P300-20-3, when immediate action is needed to protect life and property, respond to emergency conditions, or restore essential services for public health and safety, DSRSD's designated Emergency Manager, the General Manager or designee, may proclaim a State of Emergency and activate the ERP. The ERP includes action plans to guide District response to emergency events and incidents.

During a major catastrophe or drought period, DSRSD will coordinate with and follow direction from Zone 7, Alameda and Contra Costa Counties, or the State of California, as applicable. If Zone 7 announces a curtailment in water deliveries, DSRSD will assess the potential impact to District supplies, determine the applicable water shortage stage, and implement shortage response actions as needed to close the gap between anticipated supplies and demands. DSRSD will monitor supply and demand conditions and may increase or reduce restrictions as conditions change.

To support emergency water supply reliability, DSRSD maintains emergency interties with neighboring water systems, including three with EBMUD, one intertie with Livermore, and two interties with Pleasanton. DSRSD also maintains backup power generators for critical facilities in the event of area-wide electrical power failure.

DSRSD has mutual aid agreements with Central Contra Costa Sanitary District, Alameda County, EBMUD, Livermore, Pleasanton, and Zone 7. After exhausting its own resources, DSRSD may request assistance from these neighboring agencies. DSRSD also participates in the California Water/Wastewater Agency

Response Network (CalWARN), a statewide public utility mutual assistance organization for water and wastewater utilities.

4.6 Seismic Risk Assessment and Mitigation Plan

CWC §10632.5(a) requires that UWMPs assess seismic risk and include a mitigation plan for the water system's seismic vulnerabilities and allows for incorporating a Local Hazard Mitigation Plan (LHMP) to meet this requirement, if the LHMP addresses seismic risk. Along with the cities of Dublin, Livermore, and Pleasanton, the District participated in development of the 2024 Tri-Valley LHMP Update (2024 LHMP), which addresses seismic risk. This WSCP incorporates the 2024 LHMP by reference. Federal Emergency Management Agency (FEMA) approved the 2024 LHMP. Direct links to the 2024 LHMP are included below.

- Direct link – Volume 1 (Planning Area-Wide Elements): www.livermoreca.gov/home/showpublisheddocument/11608/638544852506600000
- Direct link – Volume 2 (Planning Partner Annexes): www.livermoreca.gov/home/showpublisheddocument/11610/638544853012730000
- Via DSRSD's website (https://www.dsrsd.com/About-Us) – under "Plan & Studies" menu, in the "Water Supply & Reliability Plans" menu.

The District's water facilities, as well as Zone 7's, have been constructed in accordance with the applicable building codes to minimize potential damage during an earthquake. DSRSD has multiple turnouts from Zone 7; so, if one is damaged during an earthquake, the District can use the remaining turnouts to continue receiving water supply from Zone 7. Furthermore, the pipelines were built in a looped arterial design to ensure there is more than one route for water flow.

4.7 Shortage Response Action Effectiveness

DSRSD's shortage response actions are designed to reduce the gap between available potable supplies and projected potable demands at each water shortage level. However, DSRSD's ability to fully reduce this gap through demand reduction measures is limited, as DSRSD's baseline potable water use is already relatively low. DSRSD has made significant strides in reducing potable water use over the last few decades; per capita demand has reduced by more than 50% since 2005. This reduction is largely driven by DSRSD's recycled water program, as well as ongoing water conservation and efficiency programming. Since most irrigation within DSRSD's service area uses recycled water, the majority of the District's potable water is used indoors, for essential or less discretionary uses. Having a lower baseline potable water demand limits the potential for further demand reduction during drought.

The estimated effectiveness of each demand reduction action, as shown in **Table 5** (DWR Submittal Table 8-3), was developed using a spreadsheet model that estimates potential demand reductions by end use and shortage level. The model uses the most current available data, including Water Year 2025 potable production and customer use data, prior drought response experience, conservation program information, and published assumptions for comparable shortage response measures. Based on this model, the most that DSRSD can reasonably reduce demand through conservation measures is about 30%. Furthermore, based on DSRSD's recent observed experience during the 2021-2022 drought, reducing potable water use by more than 10% (i.e., beyond Shortage Level 1) will require significant effort by customers to cut back beyond discretionary water use.

Table 5**Table** 6 and **Figure 1** summarizes the total estimated reduction in shortage gap achievable through DSRSD's shortage response actions at each shortage level. Given that DSRSD expects its demand reduction actions could only achieve up to about 30% savings, higher levels of shortage (i.e., Stages 4 through 6) would require supply augmentation (e.g., emergency transfers) to fully reduce the shortage gap.

Table 6. Shortage Response Action Effectiveness

Shortage Level	Percent Shortage Range	Estimated Demand Reduction (a)	Estimated Supply Augmentation
1	Up to 10%	Up to 10%	n/a
2	Up to 20%	10 to 20%	n/a
3	Up to 30%	15 to 30%	n/a
4	Up to 40%	20 to 30%	Up to 20%
5	Up to 50%	30%	Up to 20%
6	>50%	30%	>20%

NOTES:
(a) DSRSD cannot reasonably reduce demands by more than 30%; greater levels of shortage would require emergency supplies.

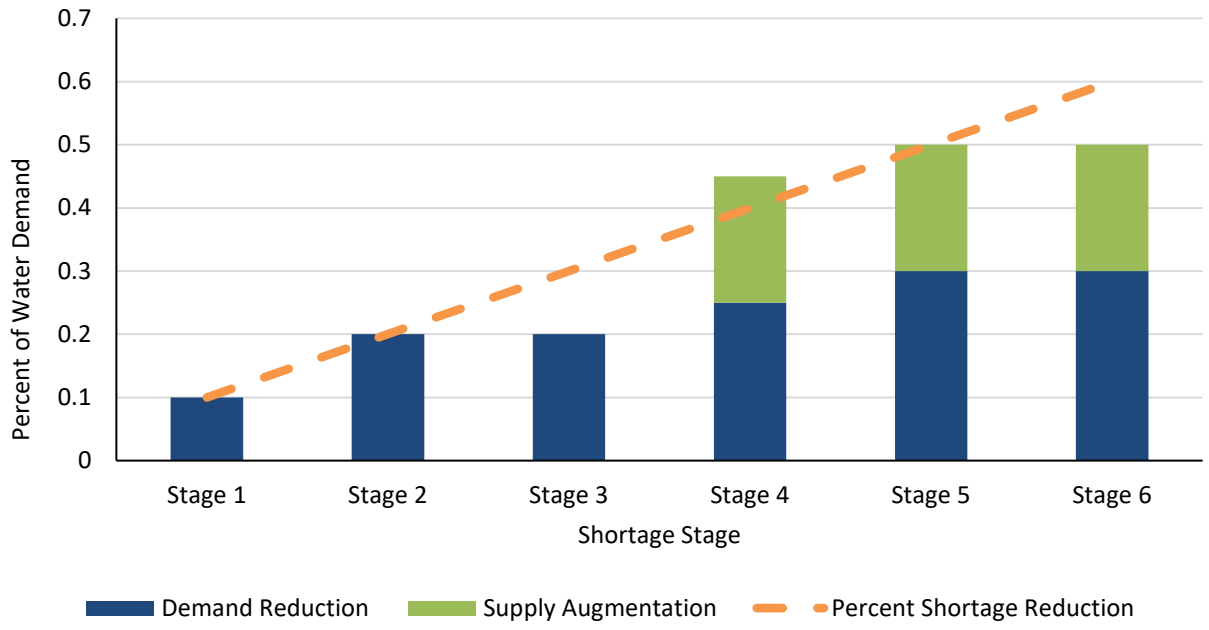


Figure 1. DSRSD Shortage Response Action Effectiveness by Stage

5 COMMUNICATION PROTOCOLS

In the event of a water shortage, DSRSD must inform its customers, the public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event. Key DSRSD staff are provided cell phones and email accounts to communicate internally and externally.

5.1 Communication for Foreseeable Events

Water shortage may be foreseeable when DSRSD reviews Zone 7's Annual Sustainability Report and prepares its AWSDA, as described in **Section 2**. When DSRSD determines the potential of a water shortage event, DSRSD Board may proclaim a water shortage emergency. For imminent events, DSRSD General Manager may proclaim a water shortage emergency.

If a water shortage emergency is anticipated, DSRSD staff will coordinate interdepartmentally, with the region's water service providers, and with the cities of Dublin and San Ramon, for the possible proclamation of a local emergency.

In a duly noticed meeting, DSRSD Board will receive presentation of the current or predicted shortage as determined by the AWSDA. DSRSD Board will determine if a water shortage emergency condition exists and the degree of the emergency, while considering the shortage response actions triggered or anticipated to be triggered by the shortage level. As necessary, DSRSD Board will act on the water shortage emergency declaration, associated water shortage stage, and shortage response actions.

If DSRSD Board proclaims a water shortage emergency, the Public Information Officer (PIO) and DSRSD staff will coordinate to communicate with its customers and the public to inform them about the declared water shortage emergency, water shortage level, and authorized water use restrictions. DSRSD may use bill stuffers or newsletters, social media (such as Facebook, X [formerly Twitter], Nextdoor, Instagram), its website, and press releases.

DSRSD will coordinate with Zone 7 and other regional water service providers, as appropriate, to support consistent regional drought messaging and to provide customers with timely information regarding the declared shortage stage, required demand reductions, water use restrictions, enforcement procedures, available conservation resources, and changes in supply conditions.

If needed, DSRSD staff will communicate with the appropriate State agencies regarding the water shortage emergency.

5.2 Communication for Unforeseeable Events

A water shortage may occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. DSRSD's ERP provides specific communication protocols and procedures to convey water shortage response actions during these events. DSRSD may trigger any of these communication protocols at any water shortage stage, depending on the event.

In general, communications and notifications should proceed along the chain of command. Notification decisions will be made under the direction of the Emergency Manager, with external communications managed by the PIO. The DSRSD ERP provides a list of relevant contacts to notify at the local, regional, and state level.

The PIO is the official spokesperson for DSRSD and is responsible for establishing an information center and providing information for news media. In addition, the PIO maintains a list of contacts to disseminate information to the public, typically via social media, its website, radio, television, or newspapers.

6 COMPLIANCE AND ENFORCEMENT

CWC Section 10632(a)(6) requires a water supplier to penalize or charge for excessive water use, where applicable. District Code Title 1, Chapter 1.30, which provides general penalties, remedies for violations, penalties of increasing severity, and imposition of costs. DSRSD's schedule of penalty fees are available on its website at https://www.dsrsd.com/About-Us/Financial-Information/Rates-Fees/Miscellaneous-Fees, under Administrative Fees. Violations may be punishable as misdemeanors or infractions, depending on the severity of the violation. The DSRSD General Manager is authorized to apply penalties as he or she deems appropriate, including flow restriction, submetering, and discontinuance of water service, until the violation is corrected. DSRSD may also seek damages and/or remedies, including fees or fines and the amount of costs incurred by DSRSD to investigate and correct the violation.

When mandatory water use reduction is declared at any of the above stages, DSRSD Board may adopt a progressive schedule of penalties and fines to be levied against customers and users for successive violations of mandatory water use restrictions established in Stages 2 and greater.

DSRSD may use its Advanced Metering Infrastructure (AMI) system to identify customers who are not in compliance with water use restrictions. AMI water meters record customer water consumption, including volume and time of use. Using this system, DSRSD can periodically query AMI records and identify customers who may be violating restrictions—for example, customers who are irrigating outside of allowed day and time, customers who may have unrepaired leaks, and customers who are using excessive water. Water use may be compared to a previous period's water use to determine the extent of violation. DSRSD may also receive reports of violations from the public, which may be field investigated or researched through AMI records.

DSRSD issues notice of violations letters to users who are out of compliance. The notices require compliance within 30 days of letter issuance. If violations continue, DSRSD may take progressive steps in obtaining compliance, including the issuance of fines and penalties as adopted by the DSRSD Board, or as allowed by District Code. Compliance deadlines may vary based on the type and severity of the violation, the declared shortage stage, and the need to protect public health and safety. Although some notices may allow up to 30 days for correction, urgent water waste, leak repair, irrigation-window violations, or emergency-stage restrictions may require immediate correction or a shorter compliance period when specified by District Code, Board action, or the notice of violation.

District Code §1.80.050 provides appeal procedures. Within 10 days of issuance of a notice of violation, the user, also known as the appellant, may appeal a determination of violation to the General Manager by filing a written notice of appeal and specifying the grounds of the appeal. The General Manager, or designee, will respond with a written notice of the time and date the appeal will be considered. The General Manager, or designee, will act on the appeal after reviewing records of determination and provide notice to the appellant.

7 LEGAL AUTHORITIES

7.1 Legal Authorities

DSRSD's rules and regulations (District Code) are codified under the authority of Article 2 of Chapter 1 of Division 1 of Title 5 of the California Government Code. District Code is available on its website: https://www.dsrsd.com/About-Us/About-the-District.

District Code §4.20.040(B)(1)-(2) defines the regulations for water use during any type of water shortage. This provision authorizes DSRSD General Manager to prescribe and enforce rules governing water allocation and use of water. It also provides DSRSD General Manager with guidelines for allocating water

supply during shortages. Potable-water violation penalties and related enforcement are described in District Code §4.20.050.

District Code Chapter 1.30 provides general penalties, remedies for violations, penalties of increasing severity, and imposition of costs.

District Code §4.20.040(A) authorizes the General Manager to declare a water emergency under imminent water shortage. As soon as practical, the General Manager will notify the Board. In a duly noticed meeting, the DSRSD Board will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage.

Under District Code §4.20.040(C), the Board is authorized, pursuant to CWC §350, to declare a water shortage emergency by resolution and to implement the applicable water-use regulations and enforcement actions. District Code §4.20.050 provides water-use violation penalties and enforcement provisions. A water shortage emergency declaration also activates the WSCP's communication, compliance, enforcement, monitoring, and reporting procedures described in **Section 0** and compliance and enforcement actions described in **Section 6.**

7.2 Declaration of Water Shortage

District Code §4.20.040 includes provisions for declaring water emergencies and shortages, including shortage stages, customer reduction targets, and water use restrictions. Detailed water use violation penalties and enforcement are described in District Code §4.20.050. When a water shortage is determined, DSRSD will coordinate with Zone 7, the region's other water service providers, Dublin, San Ramon, Alameda County, and Contra Costa County for the possible proclamation of a local emergency in accordance with California Government Code (§8558 and 8630).

7.3 Proclamation of Local Emergency

In a duly noticed meeting, the DSRSD Board will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage. The DSRSD Board shall declare a water shortage emergency in accordance with CWC Division 1, Chapter 3, §350, which states:

> *…The governing body of a distributor of a public water supply…shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

The water shortage emergency declaration triggers communication protocols described in **Section 0** and compliance and enforcement actions described in **Section 6**.

8 FINANCIAL CONSEQUENCES OF WSCP

This section describes the financial impacts of implementing the WSCP and mitigation actions needed to address these impacts. During periods of water shortage and reduced customer consumption, DSRSD's water sales revenue is expected to decrease due to reduced water demand. Some variable expenditures, such as purchased water and power costs, may also decrease with lower water deliveries; however, implementation of conservation and shortage response measures is anticipated to increase other expenditures, including costs for customer service activities, public outreach, AMI-based water use monitoring, enforcement, program administration, and additional funding for rebate or conservation

programs. To compensate for lost revenue and increased expenditures, DSRSD may use adopted water shortage condition charges or surcharges, applicable wholesale pass-through charges, and financial reserves to maintain fiscal health. These components are discussed below.

8.1 Financial Impacts and Mitigation Actions

Reduced water use during a shortage can reduce DSRSD's volumetric water revenues while the District continues to incur fixed costs needed to operate, maintain, and administer the water system. DSRSD's adopted water shortage condition charges are intended to help maintain sufficient revenue to cover the cost of providing water service during periods when water deliveries are reduced. Current water shortage condition charges are included in DSRSD's adopted water rate schedules and vary by shortage stage and customer/use type.

DSRSD may also incur additional costs to implement the WSCP, including customer communication, public outreach, AMI data review, enforcement, operational adjustments, and conservation program administration. DSRSD may offset these financial impacts through adopted water shortage condition charges, pass-through of applicable wholesale charges, and use of available reserves.

8.2 Reporting Cost of Compliance with Excessive Water Use Prohibition during Drought Emergency

DSRSD complies with CWC §10632 by implementing measures to prohibit excessive water use and enforce adopted water use restrictions during declared shortage conditions. Compliance is achieved through implementation of this WSCP and applicable District Code provisions, including penalty, enforcement, cost recovery, and appeal procedures. Costs associated with compliance may include staff time for customer communication, AMI-based review of water use patterns, field investigation, notices of violation, enforcement actions, appeal administration, and related customer service activities. The total cost of compliance depends on the shortage stage, the duration of the shortage, the level of customer compliance, and the intensity of enforcement needed.

8.3 Drought Rate Structures and Surcharges

Current water rates are available on DSRSD's website: https://www.dsrsd.com/About-Us/Financial-Information/Rates-Fees. DSRSD's adopted water shortage condition charges, referred to as drought rate surcharges, are included in the District's rate schedules and vary by shortage stage and customer/use type. These charges are intended to help maintain sufficient revenue to cover the cost of providing water service during periods when water deliveries are reduced.

Water shortage condition charges are applied to the water rates in place at the time a shortage stage is declared, as provided in DSRSD's adopted rate schedules and Board actions. Declaration of a stage does not automatically activate a surcharge unless required by the adopted rate schedule or authorized by the DSRSD Board. The DSRSD Board will determine when a surcharge is necessary. DSRSD's current adopted water shortage condition charges include staged rates for residential/commercial potable consumption over 5 hundred cubic feet (ccf) per billing period and for potable irrigation use.

8.4 Use of Financial Reserves

DSRSD may use available financial reserves, as appropriate, to address revenue shortfalls or emergency costs associated with implementing the WSCP. Under District Code §4.20.040(A), in the event of a wildfire, infrastructure failure, or other condition causing an immediate emergency or water shortage, the General Manager may declare a water emergency and initiate the appropriate provisions of DSRSD's Emergency Response Plan and/or WSCP. During a water emergency, the General Manager and designees may take

steps necessary to protect and preserve the District's water system and protect the health and safety of District water customers and users, including obtaining temporary water supplies and limiting nonessential water service, as appropriate.

Emergency procurement actions may be taken in accordance with DSRSD policy and California Public Contract Code §22050, which authorizes emergency repair, replacement, directly related immediate actions, and procurement of necessary equipment, services, and supplies without standard competitive bidding when required by the emergency.

9 MONITORING AND REPORTING

DSRSD's water system is fully metered and monitored with a supervisory control and data acquisition (SCADA) system. All connections to DSRSD's water system are metered under the AMI system. More than 70% of DSRSD's water customers subscribe to AquaHawk, where they can monitor their real-time use and adjust accordingly. AquaHawk sends notifications through text or email to registered customers when high consumption alerts are triggered and sends notices through mail to non-registered customers. DSRSD continuously works with its customers to address abnormal water use patterns, which usually indicate leaks or broken valves.

Water use data from customer meters will be critical for monitoring customer compliance. AMI data can be used to track the effectiveness of DSRSD's response actions. DSRSD can use meters to compare current water demands with demand reduction goals. This real-time information will allow DSRSD to quickly adjust public outreach, enforcement, and other water shortage response actions as needed to meet available supplies. For example, DSRSD may intensify its public outreach or more vigorously enforce compliance with water use prohibitions if a shortage stage's water demand reduction goals are not met.

During shortage conditions, DSRSD will use both SCADA systemwide metering and AMI metering data to monitor compliance and meet State reporting requirements. Specific metrics used to monitor compliance include potable demand by customer class, AMI high-use alerts, suspected leak notifications, outdoor irrigation timing exceptions, water waste complaints, notices of violation, monthly customer water use reports comparing current year use to baseline year usage, and monthly State reporting to meet State reporting requirements in the future.

10 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that DSRSD's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in **Section 6** and the need for compliance and enforcement actions described in **Section 6**, DSRSD may adjust its response actions and modify its WSCP. DSRSD will also seek input from staff and the public regarding the effectiveness of its WSCP and ideas for improvements

When a revised WSCP is proposed, the revised WSCP will undergo the process described in **Section 12** for adoption by DSRSD Board and distribution to Dublin, San Ramon, Zone 7, and the public.

11 SPECIAL WATER FEATURE DISTINCTION

DSRSD distinguishes special water features, such as decorative fountains and ponds, from pools and spas. Special water features are regulated separately. **Table 5** identifies the shortage-stage restrictions applicable to decorative water features, pools, and spas.

12 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

This WSCP is adopted concurrently with DSRSD's 2025 UWMP, by separate resolution. Prior to adoption, a duly noticed public hearing was conducted. A copy of this WSCP will be submitted to DWR within 30 days of adoption.

Prior to adoption, DSRSD will make the WSCP available for public inspection and will hold a duly noticed public hearing. Following the public hearing, the Board may adopt the WSCP as prepared or as modified. If DSRSD later amends the WSCP outside the UWMP update cycle, DSRSD will follow applicable public review, hearing, adoption, availability, and DWR submittal procedures, including submittal to DWR within 30 days after adoption of the amended WSCP.

No later than 30 days after adoption, copies of this WSCP will be available at the Office of DSRSD Secretary, the Dublin Library in Dublin, and the Dougherty Station Library in San Ramon. A copy will also be provided to the City of Dublin, the City of San Ramon, and Zone 7. An electronic copy of this WSCP will also be available for public review and download on DSRSD's website.

APPENDIX E

DERWA Interim Agreement

(March 2022)

DocuSign Envelope ID: 41AC880C-4789-4534-A251-37D94D856087

INTERIM AGREEMENT RELATED TO THE SUPPLY AND SALE OF RECYCLED WATER BETWEEN THE DUBLIN SAN RAMON SERVICES DISTRICT/EAST BAY MUNICIPAL UTILITY DISTRICT RECYCLED WATER AUTHORITY ("DERWA"), DUBLIN SAN RAMON SERVICES DISTRICT, AND EAST BAY MUNICIPAL UTILITY DISTRICT

This Interim Agreement Related to the Supply and Sale of Recycled Water between the Dublin San Ramon Services District - East Bay Municipal Utility District Recycled Water Authority ("DERWA"), Dublin San Ramon Services District ("DSRSD"), and East Bay Municipal Utility District ("EBMUD") ("Agreement") is made and entered into this 29th day of March 2022. DERWA, DSRSD, and EBMUD are individually referred to as "Party," and collectively as "Parties."

RECITALS

WHEREAS, on June 28, 1995, as amended on December 21, 1995, DSRSD and EBMUD entered into an agreement to form DERWA, a Joint Powers Authority in Alameda and Contra Costa County, for the purpose of implementing a program ("DERWA Program") to provide recycled water to DSRSD and EBMUD, as Member Agencies of DERWA, for their distribution within portions of their respective existing and future service areas, while recovering DERWA's costs ("1995 JPA Agreement"); and

WHEREAS, on June 28, 2003, the Parties entered into the Agreement for the Sale of Recycled Water ("Sales Agreement") and Water Supply Agreement, setting forth the terms and conditions for the supply and sale of recycled water between DERWA and the Member Agencies; and

WHEREAS, on May 23, 2005, the Parties entered into the Operations Agreement setting forth the conditions under which DSRSD agreed to operate and maintain the DERWA Program Facilities; and

WHEREAS, the 1995 JPA Agreement, Water Supply Agreement, Sales Agreement, and Operations Agreement shall be collectively referred to in this Agreement as the "DERWA Agreements"; and

WHEREAS, other agreements related to the implementation of the DERWA Program have been executed over the last 25 years including, but not limited, to the Agreement to Provide Recycled Water Treatment and Delivery Services between DERWA and the City of Pleasanton dated January 7, 2014, which expanded the DERWA Program to include deliveries to the City of Pleasanton; and

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WHEREAS, the Sales Agreement provides that the recycled water supply rights of DSRSD and EBMUD shall be an annual average of 3,730 acre feet per contract year (which is equivalent to 3.3 million gallons per day) for DSRSD and 2,960 acre-feet per year (which is equivalent to 2.4 million gallons per day) for EBMUD and that those agencies' respective recycled water supply rights shall be the basis for the sharing of the risks and costs of implementation and operation of the DERWA Program; and

WHEREAS, the Parties acknowledged and agreed when they entered into the Sales Agreement that the amount of recycled water emanating from DSRSD's service area was insufficient to meet the Recycled Water Supply Rights of the Member Agencies as specified in the Sales Agreement, and that securing a permanent supplemental supply would be critical to achieving the long-term goals for the DERWA Program; and

WHEREAS, improved water use efficiency and conservation by customers have decreased wastewater flows to the DSRSD Regional Wastewater Treatment Plant, resulting in significantly less recycled water being available for the DERWA Program; and

WHEREAS, the City of Pleasanton's increased use of wastewater for the City's recycled water program has further reduced the amount of wastewater available for DERWA's use; and

WHEREAS, on February 4, 2019, DERWA and Central Contra Costa Sanitary District ("Central San") entered into an agreement under which Central San agreed to allow DERWA to temporarily divert a portion of Central San's wastewater supply as a supplemental supply source for the DERWA Program ("Central San Agreement"); and

WHEREAS, the Central San Agreement provides DERWA with a temporary supplemental supply for a three-year period from January 22, 2021 through January 21, 2024, with the potential to extend the agreement for an additional two years until January 21, 2026; and

WHEREAS, even with the supplemental supply available from Central San, current DERWA recycled water demands are projected to exceed the available recycled water supply on peak irrigation days in the summer; and

WHEREAS, on March 25, 2019, due to the projected current and future shortfall in recycled water supply, the DERWA Board adopted Resolution 19-3, requesting that Member Agencies implement demand practices to curtail use of recycled water and directing the DERWA Authority Manager to implement demand management and allocation adjustments pursuant to Article IV of the Sales Agreement; and

WHEREAS, DERWA Board Resolution 19-3 further requests that the DERWA Member Agencies implement a connection moratorium on new connections, except for those EBMUD Phase 2 connections that were already in progress and where significant investments had already been made; and

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WHEREAS, the Parties acknowledge that considerable changes have occurred since the formation of DERWA and the initial delivery of recycled water and many provisions in the DERWA Agreements need to be reviewed and updated to reflect current circumstances; and

WHEREAS, in early 2020, the Parties initiated negotiations on a comprehensive update of the DERWA Agreements, and other related agreements, to reflect the actual working conditions of DERWA, address the issue of declining supplies, and streamline and consolidate the agreements into documents that could more easily be administered; and

WHEREAS, the Parties desire to defer negotiations on revising the DERWA Agreements until 2024 to allow time to focus on demand management, plan for additional recycled water supplies, and monitor developing wastewater discharge and potable reuse regulations.

NOW, THEREFORE, in consideration of the Recitals and the terms, conditions, and covenants contained herein, DERWA, DSRSD, and EBMUD agree as follows:

I. PURPOSE

A. The purpose of this Agreement is to set forth concepts to be included in future negotiations to revise the DERWA Agreements and to address issues that may arise during the term of this Agreement. The Parties acknowledge that this Agreement addresses a limited number of issues and does not and cannot account for every issue that may arise during the term of this Agreement. Except as specifically provided for in this Agreement, all other provisions of the DERWA Agreements shall remain in full force and effect. In the event that there is an irreconcilable conflict between the terms of any of the DERWA Agreements and the terms of this Agreement, the terms of this Agreement shall control.

B. This Agreement is intended as a short-term, interim agreement, that provides additional time for the Parties to evaluate the effectiveness of demand management strategies, the feasibility of securing permanent supplemental supplies for the DERWA Program, and changes in regulations that could affect wastewater flows, prior to the Parties resuming negotiations to update and revise the DERWA Agreements.

C. The Parties intend for this Agreement to establish a process for the Parties to implement demand management measures and allocate recycled water shortages as directed by the DERWA Board in Resolution 19-3 and as provided for in Article IV, *Recycled Water Supply Shortage Provisions*, of the Sales Agreement.

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II. TERM AND FUTURE NEGOTIATIONS TO REVISE DERWA AGREEMENTS

A. The term of this Agreement shall be from the date of execution until December 31, 2024.

B. No later than January 1, 2024, the Parties agree to resume good faith negotiations to update and revise the DERWA Agreements, and other related agreements as necessary, to reflect the actual working conditions of the DERWA Program and the issue of declining recycled water supplies. The Parties agree to address the concepts listed in Exhibit A during future negotiations to amend the DERWA Agreements.

III. CONNECTION MORATORIUM

A. Except as provided for in Section III.B, DSRSD and EBMUD shall adhere to the connection moratorium on new recycled water connections as requested by DERWA Board Resolution 19-3 while this Agreement remains in effect. Neither Member Agency shall approve or deliver recycled water to new customer sites during the term of the Agreement.

B. EBMUD may connect the Crow Canyon Country Club to recycled water, which is already in the process of being connected and was included in the Phase 2 connections that were exempted from the connection moratorium request adopted by the DERWA Board . All other new connections listed in Resolution 19-3 as exempt from the moratorium have been completed. DSRSD may provide a recycled water connection for the Tri-Valley Residential Fill Station, subject to the terms and conditions specified in Section VIII of this Agreement.

IV. DEMAND MANAGEMENT AND ALLOCATION OF RECYCLED WATER SHORTAGES

The Parties acknowledge and agree that the total demand for the Member Agencies' connected customers may exceed available recycled water supplies on peak summer days during the term of this Agreement. The Parties further acknowledge and agree that Article IV, *Recycled Water Supply Shortage Provisions*, of the Sales Agreement provides for the Member Agencies to implement demand management for their respective connected customers and for the Authority Manager to take actions to curtail delivery of recycled water to the Member Agencies when total recycled water demands are anticipated to exceed total recycled water supplies.

A. To address and mitigate the potential risk of recycled water supply shortages described in the preceding paragraph, the Parties agree to implement the demand management measures described in Part I of Exhibit B. If demand management measures are not able to adequately address a projected shortage in recycled water

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supplies, EBMUD and DSRSD agree to follow the process outlined in Part II of Exhibit B and implement recycled water shortage actions to reduce recycled water deliveries. The process outlined in Part II of Exhibit B was developed in accordance with Article IV.B.1, *Reduction in Usage: Current Contract Year*, of the Sales Agreement, which requires EBMUD and DSRSD to reduce deliveries by the same percentage, to the extent that such reductions are required, so that the total deliveries to the Member Agencies' connected customers equals the available recycled water supply.

B. Notwithstanding the Agreement to Provide Water Supply between DERWA and the City of Pleasanton dated August 6, 2019, which allows for DERWA to receive potable water via a water supply turnout from the City of Pleasanton, or any provisions of the DERWA Agreements that may be contrary to the commitments described herein, unless otherwise mutually agreed by the Parties, the Parties agree that DERWA shall not add potable water to the DERWA system for the express purpose of meeting recycled water demands due to insufficient wastewater flows into the DSRSD Regional Wastewater Treatment Plant. The limitation in using potable water to meet recycled water demands described in this Section IV.B does not apply to DERWA's need to add potable water on a short-term basis in response to emergencies, treatment plant upsets, or planned or unplanned maintenance. Nothing in this Section shall prevent DERWA or DSRSD from complying with any supply request from the City of Pleasanton to operate the water supply turnout for the purpose of improving water quality in Pleasanton's potable water distribution system.

Notwithstanding any contrary prior contractual agreements among the Parties (or any of them), neither DSRSD nor EBMUD shall be required to provide or obtain a potable water supply for the DERWA system for the purpose of meeting recycled water demands due to insufficient wastewater flows into the DSRSD Regional Wastewater Treatment Plant.

V. ALLOCATION OF DERWA PROGRAM COSTS

Costs for the DERWA Program including, but not limited to, administration, design, construction, and operation and maintenance of DERWA facilities, are shared between DSRSD and EBMUD in accordance with Article V, *DERWA Costs, and Member Agency Payments and Credits*, of the Sales Agreement. The Parties agree to continue allocating DERWA Program costs in accordance with the existing provisions of the Sales Agreement and not to amend the Sales Agreement for the purpose of changing the allocation of costs between EBMUD and DSRSD during the term of this Agreement.

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VI. CHARGE FOR SECONDARY EFFLUENT

Article 6.C, *Price of Secondary Effluent*, of the Water Supply Agreement establishes a process for DSRSD to begin charging DERWA for secondary effluent beginning in Year 21 of the Water Supply Agreement, or as of July 29, 2023. Consistent with Section II.B and Exhibit A of this Agreement, EBMUD and DSRSD have agreed to defer discussion on the charge for secondary effluent until negotiations resume on a more comprehensive update and revision of the DERWA Agreements. Therefore, the Parties hereby agree to toll the provisions in Article 6.C of the Water Supply Agreement for establishing the charge for secondary effluent, including waiving any and all notification requirements provided therein, until the expiration of the term of this Agreement.

Notwithstanding anything in the Water Supply Agreement to the contrary, if the Parties fail to execute an amended Sales Agreement or other agreement that addresses the price of secondary effluent prior to the expiration of the term of this Agreement, DSRSD may proceed with establishing the charge for secondary effluent pursuant to Article 6.C of the Water Supply Agreement by providing written notice to the DERWA Authority Manager, with a copy to EBMUD, that DSRSD intends to charge DERWA for secondary effluent beginning 15 months following termination of this Agreement. Said Notice shall be delivered no later than 90 days following termination of this Agreement.

Except as expressly modified by this Section VI, the provisions of Article 6.C of the Water Supply Agreement, including, without limitation, its arbitration provisions, shall continue in full force and effect and apply to any notice issued by DSRSD pursuant to this paragraph.

As provided herein, the provisions of this Section VI shall survive the termination or expiration of this Agreement.

VII. ROLES/RESPONSIBILITIES FOR PURSUING SUPPLEMENTAL SUPPLIES

A. The Parties agree to continue working cooperatively to obtain a permanent supplemental supply to meet the long-term needs of the DERWA Program in accordance with Article IV.C.3, *Permanent Supplemental Water*, of the Sales Agreement. However, neither EBMUD nor DSRSD, acting individually or jointly, shall be obligated to pursue supplemental supplies on behalf of DERWA outside of their respective service area.

B. In accordance with Article 3.A, *Availability, Delivery, and Acceptance*, of the Water Supply Agreement, DSRSD is committed to making and delivering recycled water for the DERWA Program generated from wastewater emanating from the DSRSD wastewater service area.

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C. DSRSD, in cooperation with DERWA and EBMUD, shall evaluate options to maximize existing supply through onsite storage and operational strategies. If approved for implementation by the Parties, these improvements shall be budgeted and funded out of DERWA's Permanent Supplemental Supply Capital Improvement Project.

VIII. TRI-VALLEY RESIDENTIAL FILL STATION

A. During the term of the Agreement, the City of Pleasanton ("Pleasanton"), City of Livermore ("Livermore"), and DSRSD may jointly develop and implement a residential recycled water fill station at DSRSD's Gleason Property; 5287 Gleason Drive in Dublin, California ("Tri-Valley Residential Fill Station"). The Tri-Valley Residential Fill Station would provide recycled water for residents of the Amador Valley, San Ramon Valley, and Livermore Valley region ("Tri-Valley") during periods when mandatory outdoor watering restrictions for potable water are in effect due to drought conditions.

B. It is the mutual intent of the Parties that the Tri-Valley Residential Fill Station not result in any net reduction in the quantity of recycled water available for DERWA's existing customers, including EBMUD's planned connection to the Crow Canyon Country Club. Accordingly, DSRSD, in cooperation with Livermore and Pleasanton, agrees to secure a recycled water supply for the Tri-Valley Residential Fill Station from Livermore through an exchange with Pleasanton as described herein. Livermore has the ability to supply recycled water produced at Livermore's Water Reclamation Plant to the eastern portion of Pleasanton's recycled water system. DSRSD will work with Livermore and Pleasanton to ensure that Livermore provides a quantity of supply to Pleasanton sufficient to meet the demands of the Tri-Valley Residential Fill Station. Pleasanton will use the supply from Livermore in-lieu of recycled water supplies from DERWA so as to offset substantially all recycled water used for the Tri-Valley Residential Fill Station which will be supplied by DERWA via the DSRSD recycled water distribution system.

C. The Parties agree that DSRSD may provide a recycled water connection for the Tri-Valley Residential Fill Station provided that a recycled water supply is secured from Livermore in accordance with Section VIII.B and that there are no adverse impacts to DERWA customers. During the operation of the Tri-Valley Residential Fill Station, DSRSD shall provide DERWA and EBMUD with a monthly report showing daily supply and demand for the Tri-Valley Residential Fill Station. If the monthly report shows that insufficient supplies are being provided by Livermore and that there is an impact to DERWA customers, DSRSD agrees to take immediate corrective action to remedy the supply deficiency.

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D. During periods when the Tri-Valley Residential Fill Station is operating, EBMUD customers within the City of San Ramon and Town of Danville would be allowed access to the fill station, subject to the same terms and conditions established for DSRSD, Pleasanton, and Livermore customers that receive recycled water from the Tri-Valley Residential Fill Station.

IX. JPA MEMBERSHIP

Notwithstanding Article 20, *Addition of Parties*, of the 1995 JPA Agreement, the Parties agree not to add new members to the DERWA Joint Powers Authority during the term of this Agreement.

X. GENERAL PROVISIONS

A. Termination. This Agreement can be terminated only by written mutual agreement of the Parties.

B. Assignment. No Party will assign any right or interest in this Agreement, or any part thereof, without the express written consent of the other Parties, which consent shall be at the sole discretion of the consenting Party or Parties. This Agreement shall bind the successors of the Parties in the same manner as if they were expressly named.

C. Compliance With Laws. Each Party will comply with all federal and state laws, local ordinances, regulations, and orders applicable to the work it will perform under this Agreement.

D. Indemnification. The provisions of Article VIII.H, *Indemnity*, of the Sales Agreement are not modified by this Agreement and continue in full force and effect.

E. Notice. Notices regarding this agreement shall be sent to:

DERWA:
DERWA Authority Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

DSRSD:
Daniel McIntyre, General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568
(925) 875-2200
mcintyre@dsrsd.com

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EBMUD: Clifford Chan, General Manager
East Bay Municipal Utility District
375 11th Street
Oakland CA 94607
(510) 287-0101
clifford.chan@ebmud.com

The Parties may unilaterally modify the name, position, or address for notices pursuant to this Agreement; notification of which will be in writing and provided to each Party.

F. Dispute Resolution. Disputes shall be addressed in the manner provided for in Article VI, *Dispute Resolution*, of the Sales Agreement.

G. Headings. The Section headings contained in this Agreement are for reference purposes only and are not intended to govern, limit, or aid the interpretation of this Agreement and shall not in any way affect the meaning of this Agreement.

H. Signatures. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed in counterpart which when taken together shall be considered one and the same agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

I. Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

J. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue shall lie exclusively in the Superior Court located in Alameda County, California.

K. No Third-Party Beneficiaries. No third-party beneficiaries are intended or created by this Agreement.

L. Waiver. No waiver by any Party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other Party of the same provision.

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M. Complete Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the specific purposes expressly listed in Section I and supersedes all prior or contemporaneous drafts, agreements and understandings, whether written or oral. This Agreement may be amended by written agreement executed by the Parties.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year of the last signature affixed below and first above written.

Dated: 4/1/2022

DSRSD/EBMUD RECYCLED WATER AUTHORITY

By: _____
John Rossi, Authority Manager

Approved as to Form:

Austin Chu
DERWA Counsel

Dated: 3/31/2022

DUBLIN SAN RAMON SERVICES DISTRICT

By: Daniel McIntyre
Daniel McIntyre, General Manager

Approved as to Form:

Douglas E. Coty
DSRSD Counsel

Dated: 3/30/2022

EAST BAY MUNICIPAL UTILITY DISTRICT

By: Clifford Chan
Clifford Chan, General Manager

Approved as to Form:

Jon Salmon
EBMUD Counsel

Exhibit A – Principles for Future Negotiations
Exhibit B – Demand Management Measures

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EXHIBIT A

CONCEPTS FOR FUTURE NEGOTIATIONS TO REVISE DERWA AGREEMENTS

The Parties agree that the following concepts should be addressed during future negotiations to revise the DERWA Agreements. This Exhibit may be changed from time to time by mutual written agreement of the Parties, without regard to the provisions of Section X.M of this Agreement.

- As set forth in the Sales Agreement, facility capacity rights and costs are presently allocated between DSRSD and EBMUD based on an estimate of each Member Agency's maximum projected usage of each facility made at the time the DERWA Agreements were negotiated.

- The Sales Agreement sets forth the recycled water supply and facility capacity rights of the member agencies. Actual available supply is less than anticipated. Modification of recycled water supply and facility rights will be evaluated based on actual supply available.

- Reconciliation of capital cost contributions and potential changes to facility capacity rights and allocation of costs will be considered based on historic and projected usage of the DERWA Program facilities by each Member Agency.

- The Water Supply Agreement sets forth that DSRSD has the right to charge DERWA for Secondary Effluent beginning in Year 21 of the Water Supply Agreement, which has been suspended by the Agreement. The value of secondary effluent will be considered when the Parties discuss reconciling capital cost contributions and potential changes to facility capacity rights and allocation of costs.

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EXHIBIT B

DEMAND MANAGEMENT AND RECYCLED WATER SHORTAGE ACTIONS

The Parties have developed the following demand management measures and process for implementing recycled water shortage actions to achieve reductions in recycled water deliveries that may be needed to address potential shortfalls in wastewater supply during the peak summer irrigation season. Exhibit B is intended to be a working document and may be changed from time to time by mutual written agreement of the Parties.

Part I – Demand Management

1. Demand Management Working Group. The Parties will establish a Demand Management Working Group to oversee implementation of demand management measures. The Demand Management Working Group will be comprised of representatives from EBMUD, DSRSD, and the City of Pleasanton[1]. At least one member of the DSRSD Operations staff responsible for operating the DERWA system will be present at every meeting. The Demand Management Working Group will meet monthly from April through September, or at a frequency otherwise agreed to by the members, for the purposes of sharing and reviewing DERWA recycled water production, supply, and customer demand data, and evaluating the effectiveness of demand management measures and recycled water shortage actions.

2. Frequent Meter Data Output to Support Demand Management due to Limited Recycled Water Supply. EBMUD will provide DSRSD with more frequent meter data including, at a minimum, hourly data on its largest fourteen connected recycled water customers beginning during the 2022 irrigation season. EBMUD and DSRSD agree to share available hourly meter data for the purpose of improving and optimizing DERWA supply and demand operations.

3. Customer Communications, Monitoring, and Enforcement. The Parties agree to participate in joint messaging to customers about water-wise practices, monitor and inspect customer recycled water usage, and provide warnings to customers regarding potential leaks and/or excessive water use. EBMUD and DSRSD agree to assign a key contact for coordinating with customers. This key contact, or their back-up, must be available to communicate with customers 7 days a week.

4. Rebate Programs. The Parties agree to have the Demand Management Working Group evaluate the potential benefits and costs of a rebate program for recycled water customers. Such a program could include rebates for turf replacement and/or irrigation controllers and could be administered and funded by DERWA or separately by EBMUD and DSRSD.

[1] The City of Pleasanton is not a DERWA Member Agency and not subject to the demand management and recycled water supply shortage provisions in Article IV of the Sales Agreement. However, the City of Pleasanton will be encouraged to participate in the Demand Management Working Group.

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Part II – Recycled Water Shortage Actions

Recycled water demands and supply can vary widely throughout the irrigation season due to a multitude of factors including weather, irrigation schedules, and drought conditions. The Parties acknowledge the complexity and challenges of implementing actions to curtail recycled water demands in real-time. On a short-term, daily basis, DSRSD can generally balance supplies and demands using operational storage. However, if peak irrigation demands stay above available wastewater supplies for extended periods of time, cutbacks in recycled water deliveries will be needed.

The Parties agree to undertake the following actions, if needed, to adjust or reduce recycled water demands to meet available supply:

1. Changes to Irrigation Watering Schedules. Upon request from DERWA and/or DSRSD Operations, EBMUD and DSRSD will work with customers to request feasible adjustments of irrigation schedules to better manage demand and supply. Requests could include asking customers to switch watering days and/or or adjust watering hours to maintain system pressures.

2. Recycled Water Shortage Actions. Upon execution of this Agreement, EBMUD and DSRSD will each develop recycled water shortage actions that can be implemented in their respective service areas to achieve five (5) percent and ten (10) percent reductions in total customer recycled water demands over a 7-day period, so that such actions can be promptly implemented when needed. Such actions could include limiting the number of days in a week that outdoor watering is allowed by a customer to the extent such measures may be imposed in accordance with any contract or permit applicable to that customer's receipt and use of recycled water.

   In the event DSRSD anticipates that recycled water supplies will be insufficient to meet demands for the upcoming 7-day period, DSRSD will notify DERWA and EBMUD of the need to implement recycled water shortage actions to achieve a specified reduction in demand (either 5% or 10%). EBMUD and DSRSD agree to immediately implement their respective recycled water shortage actions upon receiving such notice and until such time as DSRSD provides notification that a reduction in recycled water demand is no longer required.

   The results and effectiveness of implementing recycled water shortage actions will be reviewed by the Demand Management Working Group at the next meeting, along with any recommendations for improving the process and adjustments, if needed, to an agency's recycled water shortage actions to achieve the desired level of reduction. This information will be summarized in a brief report to the DERWA Authority Manager who may take appropriate action, in accordance with Article IV, *Recycled Water Supply Shortage Provisions*, of the Sales Agreement, to ensure that both Member Agencies are reducing deliveries by the same percentage reduction so that total demand of the Member Agencies' connected customers equals the available supply.

APPENDIX F

Agency and Public Notices

NOTIFICATION DISTRIBUTION LIST

City of Dublin

City of San Ramon

City of Pleasanton

City of Livermore

California Water Service Company - Livermore

Dublin San Ramon Services District-East Bay Municipal Utility District Recycled Water Authority

Alameda County

Contra Costa County

U.S. Army Reserve's Parks Reserve Forces Training Area

East Bay Municipal Utility District

East Bay Discharges Authority

Building Industry Association Bay Area

Livermore-Amador Valley Water Management Agency

Dublin San Ramon Services District
Water, wastewater, recycled water

7051 Dublin Boulevard
Dublin, CA 94568-3018
www.dsrsd.com

phone (925) 828-8524
customerservice@dsrsd.com

Notice of Preparation of the 2025 Urban Water Management Plan and Water Shortage Contingency Plan

The Urban Water Management Planning Act (California Water Code §10608–10656) requires Dublin San Ramon Services District (DSRSD, District) to update its Urban Water Management Plan (UWMP) and associated Water Shortage Contingency Plan (WSCP) every five years, with the next update due July 1, 2026.

DSRSD is currently preparing its 2025 UWMP and WSCP as an update to the 2020 UWMP, which was adopted in 2021. The UWMP is a planning document that reports, describes, and evaluates water deliveries, uses, conservation efforts, supply sources, and supply reliability. The WSCP outlines stages of water supply shortage based on available supplies and identifies planned response actions for each stage.

Coordination with regional water suppliers, cities, counties, and community organizations is an important part of developing the DSRSD's UWMP and WSCP. DSRSD invites your agency's participation in this process. District staff are available to discuss the planning assumptions, including available water supply, water demand, land use, and other relevant considerations.

A draft of the 2025 UWMP and WSCP will be released for public review, and a public hearing will be held in May 2026. For information about the 2020 UWMP and WSCP, the schedule for the 2025 update, or to participate in the development of the 2025 UWMP and WSCP, please contact Irene Suroso at suroso@dsrsd.com.

Public Notices



Dublin San Ramon Services District (DSRSD) publishes public notices to announce public hearings and other opportunities for public comment. Current notices are listed below. Once a hearing has occurred or comment period has ended, the notices expire and are removed from the list. To receive DSRSD public notices by email, visit our eNotifications (https://www.dsrsd.com/About-Us/News/eNotifications) webpage.

1 Result(s) Found

Notice of Preparation: 2025 UWMP & WSCP

On display until Thursday, July 02, 2026

The Urban Water Management Planning Act (California Water Code §10608–10656) requires Dublin San Ramon Services District (DSRSD, District) to update its Urban Water Management Plan (UWMP) and associated Water Shortage Contingency Plan (WSCP) every five years, with the next update due July 1, 2026.

Tagged as: Public Notices (https://www.dsrsd.com/Public-Notices/UWMP)

DUBLIN SAN RAMON SERVICES DISTRICT
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Directors of the Dublin San Ramon Services District will hold a **Public Hearing on Tuesday, June 2, 2026, at 6 p.m., in the Boardroom at the District Office at 7051 Dublin Boulevard, Dublin, California**. The purpose of the public hearing is to receive public comments on the District's 2025 Urban Water Management Plan (2025 UWMP) and the District's 2025 Water Shortage Contingency Plan (2025 WSCP) prior to their finalization and consideration for adoption, pursuant to California Water Code Section 10642. The 2025 UWMP and 2025 WSCP were prepared pursuant to the Urban Water Management Planning Act (California Water Code Sections 10610-10657).

NOTICE IS FURTHER GIVEN that at the hearing, the Board will consider all timely submitted written comments and hear all persons interested, if any, and will consider adoption on June 16, 2026.

A copy of the 2025 UWMP and 2025 WSCP are available for review beginning May 18, 2026, on the District's website at www.dsrsd.com/UWMP-2025 and at the Office of the District Secretary during regular business hours at the District Office at 7051 Dublin Boulevard, Dublin, California. These documents are also on file at Dublin City Hall (100 Civic Plaza, Dublin, CA) and San Ramon City Hall (7000 Bollinger Canyon Road, San Ramon, CA). Background information will be included in the Board agenda packets of June 2, and June 16, 2026, posted on the District's website at www.dsrsd.com/agenda-online 72 hours before the meeting.

For additional information about this matter or to submit written comments, contact Senior Engineer Irene Suroso at UWMP@dsrsd.com. Comments received by 3 p.m. on the day of the meeting will be provided to the Board before the meeting.

By: Nicole Genzale, CMC
District Secretary

APPENDIX G

2025 UWMP and WSCP Adoption Resolutions

RESOLUTION NO. 18-26

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AS REQUIRED BY THE CALIFORNIA WATER CODE

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act [Act]) during the 1983–1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan (UWMP), the primary objective of which is to plan for the conservation and efficient use of water; and

WHEREAS, pursuant to Water Code Section 10641, an UWMP shall be periodically reviewed at least once every five years; and

WHEREAS, Dublin San Ramon Services District (DSRSD) is an urban supplier of water to over 27,373 customer accounts, supplying approximately 9,943 acre feet of potable water in 2025, and is therefore required to prepare and adopt an UWMP; and

WHEREAS, the 2025 UWMP, prepared in conformance with the Act as updated, describes the District's service area, existing and projected demands, sources of water supply and its projections, reliability of supply, water conservation and demand management measures, and water shortage contingency evaluation; and

WHEREAS, the Water Conservation Act of 2009, also known as Senate Bill (SB) X7-7, requires urban retailer water suppliers like DSRSD to reduce per capita water use by 20% by the year 2020, and the 2025 UWMP reports that DSRSD has met its SB X7-7 water use target; and

WHEREAS, on February 27, 2026, DSRSD notified the cities and counties in its jurisdiction, along with interested parties, of the preparation of the 2025 UWMP, and coordinated with those agencies for its preparation; and

WHEREAS, from May 18, 2026, to June 2, 2026, DSRSD circulated its draft 2025 UWMP and made it available for public review and hearing; and

WHEREAS, DSRSD properly noticed the availability, public hearing, and adoption of its 2025 UWMP, and its Board of Directors held a public hearing at its regular meeting on June 2, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The DSRSD 2025 UWMP, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted and ordered filed with the District Secretary;

2. Pursuant to Water Code Section 10643, the DSRSD 2025 UWMP shall be implemented by DSRSD in accordance with the schedule laid out in that document;

3. The General Manager is hereby authorized and directed to file the DSRSD 2025 UWMP with the California Department of Water Resources by July 1, 2026;

4. The General Manager is hereby authorized and directed to deliver the finalized DSRSD 2025 UWMP to all holders of the public draft of the DSRSD 2025 UWMP;

5. The General Manager is hereby authorized and directed to implement the water conservation programs as set forth in the DSRSD 2025 UWMP, which includes water shortage contingency and drought planning and analysis, and to make recommendations to the Board of Directors regarding necessary procedures, rules, and regulations to carry out effective and equitable water conservation and water recycling programs; and

6. The General Manager shall recommend to the Board of Directors additional regulations to carry out effective and equitable allocation of water resources.

BE IT FURTHER RESOLVED THAT THE GENERAL MANAGER is authorized to make non-substantive changes to the DSRSD 2025 UWMP.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 16th day of June, 2026, and passed by the following vote:

AYES: 5 – Directors Arun Goel, Edward R. Duarte, Georgean M. Vonheeder-Leopold, Dinesh Govindarao, Richard M. Halket

NOES: 0

ABSENT: 0

Richard M. Halket, President

ATTEST: for
Nicole Genzale, District Secretary

RESOLUTION NO. 19-26

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING THE 2025 WATER SHORTAGE CONTINGENCY PLAN AS REQUIRED BY THE CALIFORNIA WATER CODE

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act [Act]) during the 1983–1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan (UWMP), the primary objective of which is to plan for the conservation and efficient use of water; and

WHEREAS, the Act was updated to incorporate 2018 Water Conservation Legislation comprised of Assembly Bill 1668 (Friedman) and Senate Bill 606 (Hertzberg); and

WHEREAS, Dublin San Ramon Services District (DSRSD) is an urban supplier of water to over 27,373 customer accounts supplying approximately 9,943 acre-feet of potable water in 2025, and is therefore required to prepare and adopt a UWMP; and

WHEREAS, the Act requires urban water suppliers to prepare and adopt a Water Shortage Contingency Plan (WSCP) as part of its UWMP; and

WHEREAS, DSRSD prepared its WSCP consistent with the updated Act as Appendix D of its 2025 UWMP to allow for WCSP updates to be made outside of the UWMP preparation process; and

WHEREAS, on February 27, 2026, DSRSD notified the cities and counties in its jurisdiction, along with interested parties, of the preparation of its WCSP, and coordinated with those agencies for its preparation; and

WHEREAS, from May 18, 2026, to June 2, 2026, DSRSD circulated its draft 2025 WSCP and made it available for public review and hearing; and

WHEREAS, DSRSD properly noticed the availability, public hearing, and adoption of its 2025 WSCP, and its Board of Directors held a public hearing at its regular meeting on June 2, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The DSRSD 2025 WSCP, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted and ordered filed with the District Secretary;

2. This WSCP updates and supersedes all previous WSCPs prepared by DSRSD;

3. If by resolution the Board declares a water shortage emergency, the General Manager is hereby authorized and directed to implement the WSCP as set forth in the DSRSD 2025 UWMP, and to make recommendations to the Board of Directors regarding necessary procedures, rules, and regulations to carry out effective and equitable water demand reduction actions, supply augmentation, and operational actions during periods of water shortages;

4. In an imminent water shortage, the General Manager is hereby authorized to declare a water shortage emergency according to the water shortage stages and triggers indicated in the WSCP, and implement necessary elements of the WCSP;

5. In an imminent water shortage condition, the General Manager shall notify the Board of Directors as soon as practicable and schedule a meeting of the Board; and

6. The General Manager shall recommend additional actions and regulations to carry out effective and equitable management and allocation of water resources.

BE IT FURTHER RESOLVED THAT THE GENERAL MANAGER is authorized to make non-substantive changes to the DSRSD 2025 WSCP.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 16th day of June, 2026, and passed by the following vote:

AYES: 5 – Directors Arun Goel, Edward R. Duarte, Georgean M. Vonheeder-Leopold, Dinesh Govindarao, Richard M. Halket

NOES: 0

ABSENT: 0

Richard M. Halket, President

ATTEST: _____ for
Nicole Genzale, District Secretary

APPENDIX H

Water Supply Contract and Amendment

Exhibit A

A26-73-DUB

CONTRACT BETWEEN

ZONE 7 WATER AGENCY

AND

DUBLIN SAN RAMON SERVICES DISTRICT

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

Table of Contents
Municipal & Industrial Water Supply Contract

Page Number

RECITALS 1
A. INTRODUCTORY PROVISIONS 2
1. Definitions 2
2. Term of Contract 4
3. Communication 4
B. WATER SERVICE 4
4. Contractor's Service Area 4
5. Exclusive Supplier 4
6. Quality of Water 5
7. Availability of Water 5
8. Water Conservation 5
9. Alternate Supply 6
10. Measurement of Treated Water Deliveries 7
11. Delivery Schedule of Municipal & Industrial Water 8
12. Operational Requirements 8
13. Temporary Curtailment of Delivery 8
14. Suspension of Service 9
C. TURNOUT DESIGN & CONSTRUCTION 9
15. Requests for Turnout Facilities 9
16. Design of Turnout Facilities 9
17. Turnout Construction & Maintenance 10
18. Operations and Damage to Facilities 10
19. Inspection of Facilities 11
20. Ranges of Flow 11
D. GROUNDWATER EXTRACTION 11
21. Rights to and Management Of Groundwater in the Main Basin 11
22. Contractor's Groundwater Pumping Quota 12
23. Carry-over of Groundwater Pumping Quota 12
24. Transfers of Groundwater Pumping Quota 13

25. Changes in Contractor's Groundwater Pumping Quota 13
26. Reporting Groundwater Extraction 13
27. In-Lieu Treated Water 13
28. Water Delivery Shortage Emergency Extractions 14
E. CHARGES AND PAYMENT 14
29. Rate Schedule 14
30. Recharge Fee 14
31. In-Lieu Treated Water Credit 15
32. Payments and Invoicing 15
33. Delinquent Payments 16
F. GENERAL PROVISIONS 16
34. Entire Agreement 16
35. Third Party Beneficiaries 16
36. Dispute Resolution 16
37. Remedies 16
38. Severance 17
39. Assignment 17
40. Venue 17
41. Contract Modification 17
42. No Guarantee of Water Supply 17
43. Liabilities & Indemnification 18
44. Renewability 18
45. Counterparts 19
46. Notices 19
47. Severability 19
48. Section Headings 19
49. Waiver 20
50. Contracts to be Substantially Similar 20
G. CONTRACTOR-SPECIFIC PROVISIONS 20
51. Delivery by Zone 7 to DSRSD of Groundwater Pumping Quota & Associated Billing 20
52. Special Provisions for Water Supplies to Contractor for use in the Dougherty Valley Service Areas 20

CONTRACT BETWEEN

ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND DUBLIN SAN RAMON SERVICES DISTRICT FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter referred to as "Zone 7" and Dublin San Ramon Services District, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the *1994 Contract Between Zone 7 of Alameda County Flood Control and Water Conservation District and Dublin San Ramon Services District for a Municipal and Industrial Water Supply* (M&I Contract); and

WHEREAS, that M&I Contract provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, on February 7, 2000, Contractor and Zone 7 entered into Amendment No. 1 to the M&I Contract to expand Contractor's service area and establish certain terms and conditions under which Zone 7 agreed to furnish and provide water to Contractor for delivery to the Dougherty Valley Service Area; and

WHEREAS, on September 13, 1994, Contractor and the Berrenda Mesa Water District ("BMWD") entered into an agreement for Contractor to purchase BMWD rights for 7,000 acre-feet of firm water entitlement from the State Water Project for use in the Doughtery Valley Service Area with an option to purchase an additional 5,000 acre-feet; and

WHEREAS, instead of using the aforementioned agreement between Contractor and BMWD for the water supply for the Doughtery Valley, Zone 7 entered into an agreement directly with BMWD to purchase 7,000 acre-feet annually of firm water entitlement from the State Water Project ("Water Entitlement") to provide water for the

Doughtery Valley Service Area, and Contractor and BMWD terminated their September 1994 water purchase agreement, retaining the option for Contractor to purchase an additional 5,000 acre-feet of water from BMWD; and

WHEREAS, the Water Entitlement is also known as a Permanent Table A Transfer or Permanent Aqueduct Capacity Transfer from Kern County Water Agency to Zone 7 in effective year 2000 for 7,000 acre-feet of water under its contract with the California Department of Water Resources, which was intended to provide supplemental supply for the Dougherty Valley Service Area; and

WHEREAS, the amount of 7,000 acre-feet of water was purchased to meet Dougherty Valley Service Area water supply needs estimated at 4,560 acre-feet per year; and WHEREAS, on September 13, 2012 Zone 7 and Contractor entered into an easement agreement providing for Zone 7's use of certain Contractor properties and in exchange for a groundwater pumping quota; and

WHEREAS, the M&I Contract as amended between Zone 7 and Contractor expires August 22, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, including Amendment No. 1, and to provide for future water supply to Contractor's Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (also referenced herein as the "Agreement"), the following terms shall have the meanings hereinafter set forth:

a. "Alternate Supply" shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.

b. "Alternative GSP" shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.

c. "Board" shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.

d. "Extract" or "Extraction" shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels,

excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.

e. "Groundwater Pumping Quota" or "GPQ" shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.

f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.

g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.

h. "Max Day Treated Water Demand" shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).

i. "Municipal & Industrial Contractor" or "M & I Contractor" shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.

j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.

k. "Safe Yield" shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.

l. "Sustainable Yield" shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.

m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.

n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are outside of Zone 7's jurisdictional boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources Control Board's Division of Drinking Water and the United States Environmental Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In accordance with Zone 7's Water Supply Reliability Policy, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement proportionately across each M&I Contractor's Service Area, provided that Zone 7 may apportion on another basis if such is required to meet minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for water uses within the Zone 7's service area, including Dougherty Valley. To that end, Zone 7 will develop, implement or participate in such programs and enter into

agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;

b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or

c) In the event that Zone 7 is unable to deliver the quantity of treated water necessary to satisfy Contractor's delivery request. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the Contractor's requirements. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or

d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources Control Board's Division of Drinking Water, the Regional Water Quality Control Board and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the

Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition and delivery of Alternate Supply pursuant to this Section. Provided, however, that if Contractor is instructed by Zone 7 to acquire water from Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.

b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

c) Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense. The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best efforts to meet Contractor's water delivery requests. To the extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year. Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water

delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining deposit, within 30 days of Zone 7's submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.

b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.

c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or Contractor's designee shall be responsible for the maintenance of any landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.

d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee. For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7 transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that each Party's facilities and operations are not

impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. Upon Contractor's request, Zone 7 shall provide Zone 7's monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, as well as anticipated pressure ranges for each on Contractor's side of the turnout facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management Of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota

from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may impact Contractor's authority to extract groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 645 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the Contractor's Service Area.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent calendar years. Contractor's carry-over or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractors Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually. Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water").

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the

entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

(a) Treated water rates

(b) In-Lieu Treated Water

(c) Water Connection Fees

(d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall

be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the

excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when water is delivered to the turnout or other connection point to Contractor's water delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (collectively, "Zone 7") from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that quantity of water set forth in the approved delivery schedule for the last full calendar year before the expiration of the term of this contract. However, if a new contract is not entered into within 2 years from the date of expiration of this contract, then the Board may, at its option, set the terms and conditions for the continued provision of Municipal & Industrial water supply to Contractor.

45. Counterparts

This Agreement may be executed in counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

46. Notices

All notices or other writings in this contract provided to be given or made or sent, or which may be given or made or sent, by one party hereto to another, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, certified or first class, postage prepaid, and addressed as follows:

To Zone 7:
General Manager
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

To Contractor:
General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

The address to which any notice or other writing may be given or made or sent to any party may be changed upon written notice given by such party as provided above.

47. Severability

If any one or more of the terms or conditions set forth in this contract to be performed on the part of Zone 7 or Contractor, or either of them, should be contrary to any provisions of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction, then such terms or conditions, shall be null and void and shall be deemed severable from the remaining terms or conditions and shall not affect the validity of the remaining provisions of this contract.

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract

G. CONTRACTOR-SPECIFIC PROVISIONS

51. Delivery by Zone 7 to DSRSD of Groundwater Pumping Quota & Associated Billing

During the term of this Agreement, and provided that the September 13, 2012 Easement Agreement between Zone 7 and Contractor related to use of Contractor's property for the Mocho Wellfield and Mocho Groundwater Demineralization Plant is still in full force and effect, Zone 7 shall deliver to DSRSD DSRSD's Groundwater Pumping Quota pursuant to Section 22 and following of this Agreement.

Zone 7 shall charge DSRSD, and DSRSD shall pay Zone 7 for the cost of pumping DSRSD's GPQ at the overall unit cost of all Zone 7 municipal well electrical and chemical actual costs. Such payment will be made by DSRSD within thirty (30) days of Zone 7's presentation of its invoice.

52. Special Provisions for Water Supplies to Contractor for use in the Dougherty Valley Service Areas

(a) Definitions. These definitions apply to Section G of this Agreement.

"**Dougherty Valley Service Area**" shall mean that geographic area of Contractor's Service Area shown on Exhibit C.

"**Dougherty Valley Service Area Allotment**" The Dougherty Valley Service Area Allotment is 5,250 acre-feet per year.

"**Tax Override Charges**" shall mean those certain State Water Project expenses that Zone 7 pays for through an ad valorem tax levied on property

owners within Zone 7 (denoted as "Flood Zone 7 State Water" on the property tax bill) as authorized under Section 36 of the California Water Code, Appendix 55 ("the District Act") and other applicable state laws. Zone 7 currently determines the Tax Override Charges based on the following State Water Project charges as invoiced by DWR: 1) Water System Revenue Bond Surcharge; 2) Capital Cost Component -- Transportation Charge; 3) Minimum Operating Maintenance, Power and Replacement Component --Transportation Charge; 4) Off-Aqueduct Power Facilities; and SBA Capital Component – Transportation charge. Zone 7 may include other DWR charges as Tax Override Charges in accordance with applicable law, as long as such other charges are prospective in nature and charged as Tax Override Charges on property owners within Zone 7.

"**Water Connection Charge Program**" shall mean Zone 7's Water Connection Charge Program, as updated from time to time.

(b) Delivery.

(1) Water Supply. Subject to, and as set forth in, the terms and conditions of this Agreement, Zone 7 shall provide Contractor with a supply of treated water for the Dougherty Valley Service Area.

(2) Preliminary Water Delivery Schedule. Contractor's water delivery schedule submitted pursuant to Section 11 of this Agreement shall include a separate itemization of water anticipated by Contractor to be required for the Dougherty Valley Service Area during such five-year period. Zone 7 may only revise or disapprove contractor's delivery request for the Dougherty Valley Service Area for the reasons set forth in Sections 7, 12, 13, and 14. or as described in subsection (b)(3) below

(3) Limitations on Deliveries. Notwithstanding any other provision of this Agreement, Zone 7 shall have no obligation, in any year, to deliver water to the Dougherty Valley Service Area in excess of the Dougherty Valley Service Area Allotment of 5,250 acre-feet per year.

If a delivery schedule submitted to Zone 7 for the Dougherty Valley Service Area pursuant to Section 11 exceeds the Dougherty Valley Service Area Allotment for any year, Zone 7 shall immediately deliver notice to Contractor of the shortfall, and Contractor shall either (i) use its best efforts to secure additional water supplies adequate to eliminate such projected shortfall prior to its occurrence, or (ii) submit a revised delivery schedule that does not result in a shortfall. Zone 7 is under no obligation to seek additional water supplies for the Dougherty Valley Service Area if Contractor's request exceeds the Dougherty Valley Service Area Allotment in any year. Zone 7 shall use its best efforts to facilitate the transfer and use of any additional water supplies obtained through the efforts of the Contractor.

(c) Payments.

(1) Treated Water Rate. Contractor shall pay Zone 7 for water delivered by Zone 7 to Contractor for the Dougherty Valley Service Area in accordance with the provisions of Section E of this Agreement.

(2) Water Connection Payments. For each New Connection in the Dougherty Valley Service Area, Contractor shall pay Zone 7 an amount, established by the Zone 7 Board by resolution, to Zone 7's Capital Expansion Program.

(3) Facility Use Payments. Contractor agrees to compensate Zone 7 for use of Zone 7's existing facilities in providing water to the Dougherty Valley Service Area. Contractor shall make payments to Zone 7, hereinafter referred to as Facility Use Payments, as Contractor permits new connections in the Dougherty Valley Service Area, with amounts per new connection calculated pursuant to the ordinary Zone 7 Connection Fee Program.

(4) Surcharge for Water Service for Dougherty Valley Service Area. Contractor shall pay Zone 7 a surcharge for water service for the Dougherty Valley Service Area to compensate Zone 7 for additional State Water Project charges incurred by Zone 7 as a result of providing water to the Dougherty Valley Service Area. The surcharge shall equal the Dougherty Valley Service Area's proportionate share of the total Tax Override Charges, calculated as follows:

$$\left(\frac{4{,}560}{\text{Zone 7's Total State Water Project entitlement (in acre-feet)}}\right) \times \left(\frac{1}{\text{factor used to determine SWP long-term yield}}\right) \times \left(\text{Total Tax Override Charges}\right) = \text{Annual surcharge per this paragraph}$$

Zone 7 receives a statement of charges from DWR on or about July 1st of the preceding calendar year for which the charges are payable. Zone 7 shall invoice the Contractor on or about September 1st preceding the November 1st for which the surcharge shall be due. DWR may make subsequent adjustments to its statement of charges. Accordingly, Zone 7 will make revisions to said invoice by issuing an additional invoice or refund as appropriate.

If, at some future date, the Dougherty Valley Service Area is annexed to Zone 7 and Zone 7 levies the Tax Override Charges directly on Contractor's customers in the Dougherty Valley Service Area, the aforementioned surcharge shall automatically terminate and be of no further force and effect.

(5) Other Charges. Zone 7 and Contractor acknowledge and agree that from time to time there may arise a need for the imposition of additional payments to ensure that the Dougherty Valley Service Area bears all costs associated with the provision of treated water thereto under this

Amendment. However, Zone 7 shall not impose upon Contractor any payments or charges not imposed upon Zone 7's other Contractors for any purposes other than to recover costs associated with delivering water to the Dougherty Valley Service Area pursuant to this Section G.

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

DUBLIN SAN RAMON SERVICES DISTRICT

BY_____
President, Board of Directors

ATTEST:

BY_____
for District Secretary Nicole Genzale

APPROVED AS TO FORM:

BY_____
General Counsel

ZONE 7 WATER AGENCY

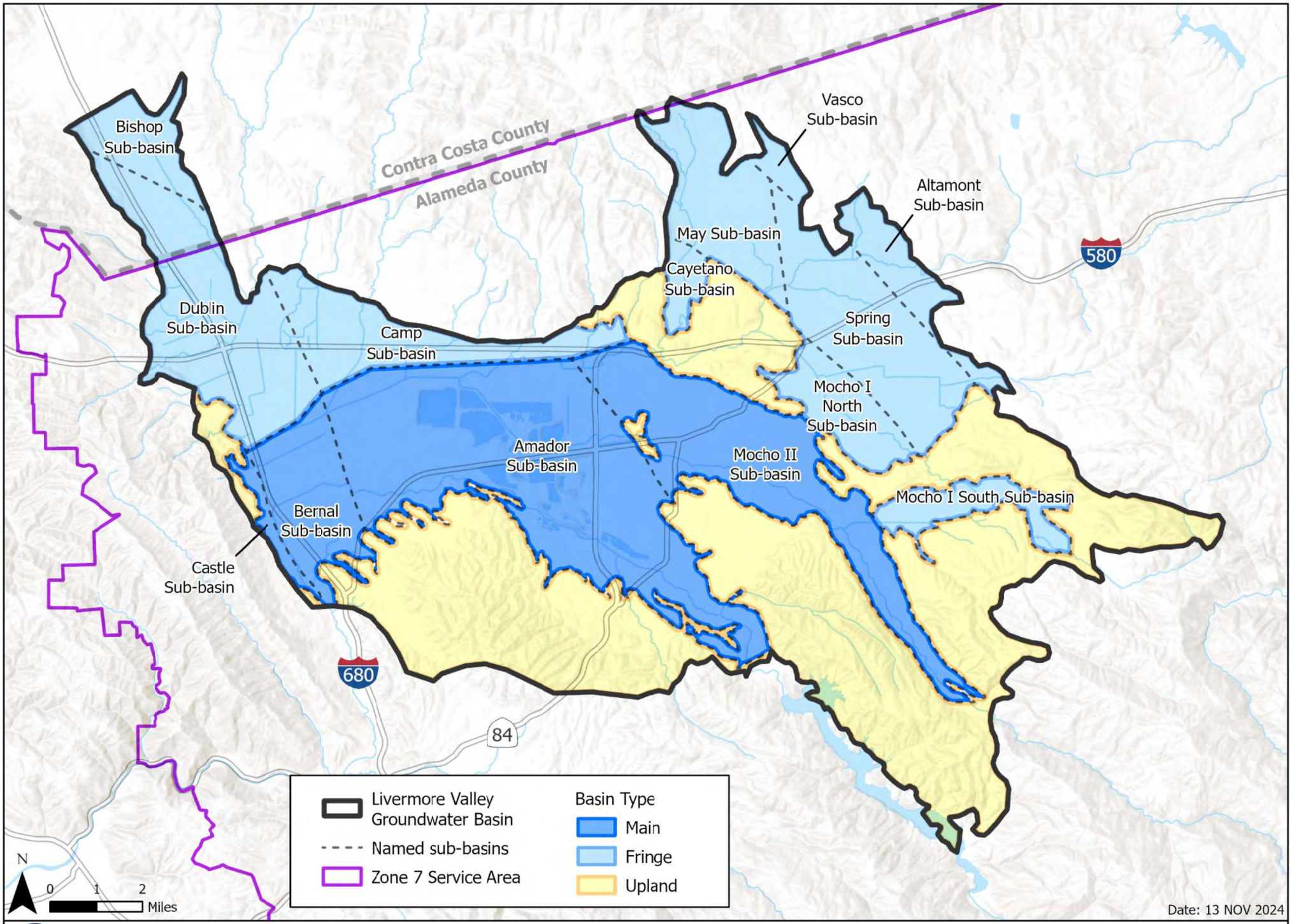
BY_____
President, Board of Directors

ATTEST:

BY_____
Secretary

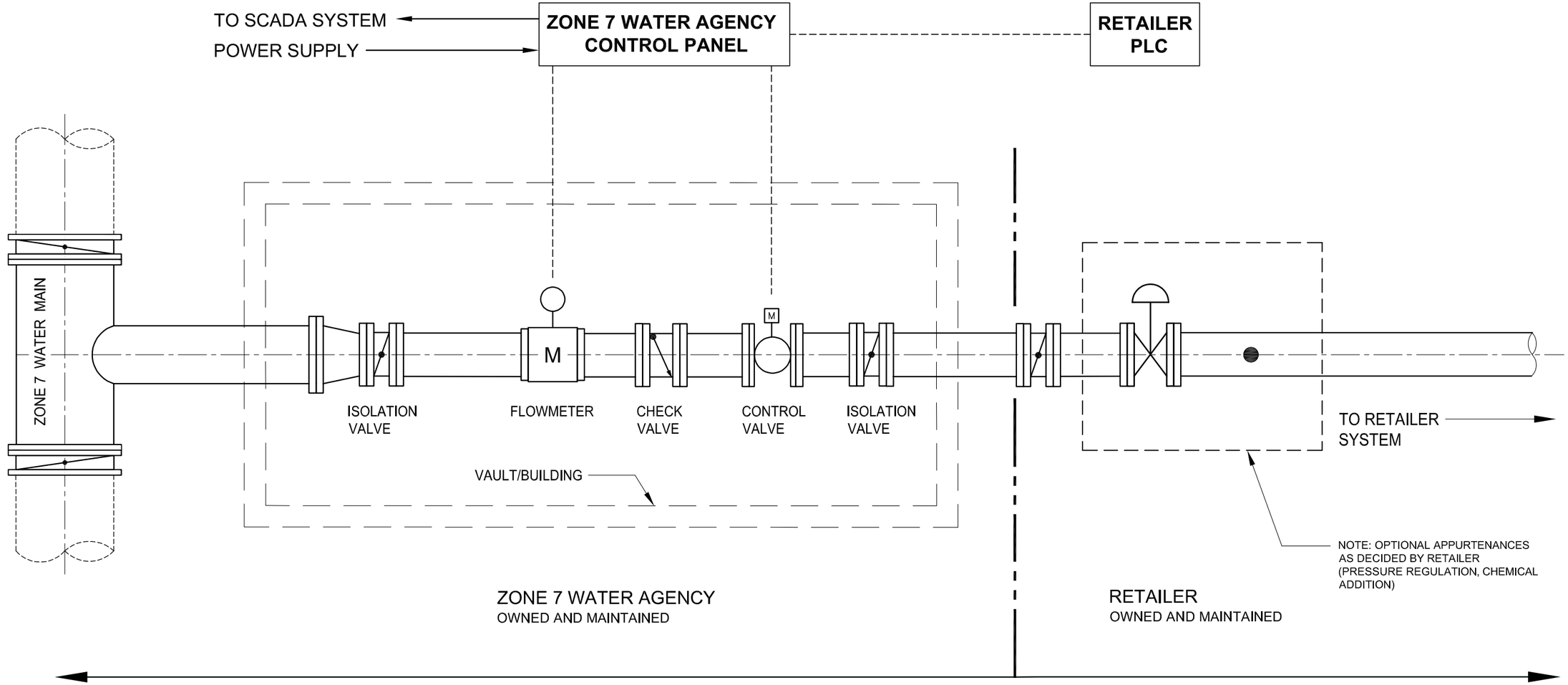
APPROVED AS TO FORM:

BY_____
General Counsel



Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))

Exhibit A - Livermore Valley Groundwater Basin



GENERAL NOTES:

1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed BW
Drawn ESB
Checked SS
Date FEB 2026

ZONE 7 WATER AGENCY
100 NORTH CANYONS PARKWAY
LIVERMORE CALIFORNIA, 94551

BAR IS ONE INCH AT FULL SCALE
0 1"
IF NOT ONE INCH SCALE ACCORDINGLY

ZONE 7 WATER AGENCY

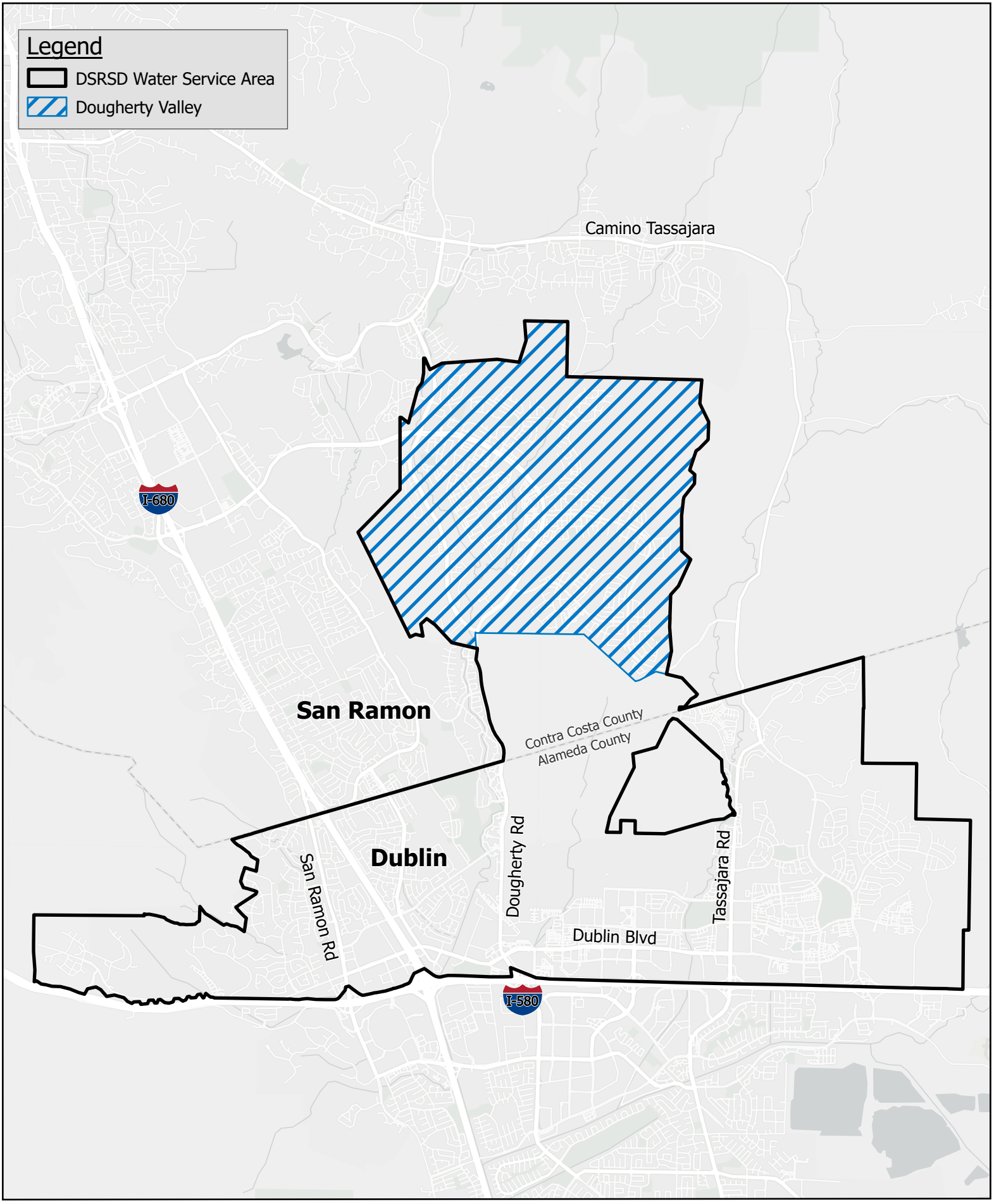
Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO. 1 OF 1
DRAWING NO.
FILE NO. WC-306

W:\WSE\Facilities\Turnouts\Zone 7 Turnout Standards\2024 Zone 7 Turnout Standard\2024 Zone 7 Turnout Standard\ACAD\2026 Zone 7 Turnout Standard 2-25-26 11:25am ssidhu XREFS: WC-227-ZN7-bdr

Last Saved By: ssidhu 2-25-26 11:24am

PROJECT NO. XXX-XX



2/25/2026

Exhibit C

DSRSD Water Service Area

0 0.4 0.8 1.6

Miles

N

RESOLUTION NO. 15-26

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN ZONE 7 WATER AGENCY AND DUBLIN SAN RAMON SERVICES DISTRICT FOR A MUNICIPAL AND INDUSTRIAL WATER SUPPLY

WHEREAS, the Dublin San Ramon Services District ("District") is a Community Services District organized under the laws of the State of California and is empowered to provide water service within its territory; and

WHEREAS, the Zone 7 of the Alameda County Flood Control and Water Conservation District, commonly named Zone 7 Water Agency ("Zone 7"), is a wholesale water supplier providing treated water supply to various water retailers, including the District, for distribution to customers within Alameda County and Dougherty Valley in Contra Costa County; and

WHEREAS, on September 10, 1963, this District, then named the Valley Community Services District, and Zone 7 entered into a Contract for a Treated Water Supply with a term of thirty (30) years; and

WHEREAS, on August 23, 1994, after the expiration of the 1963 contract, this District and Zone 7 entered into a Contract for a Municipal and Industrial Water Supply with a term of thirty (30) years; and

WHEREAS, on February 7, 2000, the District and Zone 7 entered into an amendment to the 1994 contract to expand DSRSD's service area and allow DSRSD to use Zone 7 water to serve the Dougherty Valley; and

WHEREAS, since August 23, 2024, the extension provisions of the 1994 contract and 2000 amendment have been in effect; and

WHEREAS, it is the mission of the District to protect public health and the environment by providing reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and fiscally responsible manner; and

WHEREAS, in support of this mission, the District is committed to providing uninterrupted service to its customers; and

WHEREAS, to fulfill this mission, this District requires a long-term, equitable, reliable, and high-quality water supply; and

WHEREAS, Zone 7 has demonstrated its ability to provide such service; and

WHEREAS, starting early 2023, the District and Zone 7 have collaborated on a contract renewal to extend water supply services to the District through December 31, 2055; and

WHEREAS, on May 20, 2026, the Board of Directors of Zone 7 approved and authorized its Board President to execute a new Contract for a Municipal and Industrial Water Supply with the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

The "Contract Between Zone 7 Water Agency and Dublin San Ramon Services District for a Municipal and Industrial Water Supply," attached hereto as Exhibit "A" and incorporated by reference herein, is hereby approved, and the President and Secretary of this Board are hereby authorized and directed to execute, and attest thereto, respectively, said contract for and on behalf of this District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of June, 2026, and passed by the following vote:

AYES: 4 – Directors Arun Goel, Georgean M. Vonheeder-Leopold, Edward R. Duarte, Richard M. Halket

NOES: 1 – Director Dinesh Govindarao

ABSENT: 0

Richard M. Halket, President

ATTEST: Nicole Genzale
Nicole Genzale, District Secretary

APPENDIX I

DSRSD Water Waste Prevention Ordinances

ORDINANCE NO. 323

AN ORDINANCE REPEALING ORDINANCE NOS. 242 AND 244, ESTABLISHING A WATER CONSERVATION PROGRAM AND A PROGRAM FOR MANAGEMENT OF THE WATER SUPPLIES OF THE DISTRICT DURING ANY WATER SHORTAGE CONDITION DECLARED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AND ESTABLISHING REGULATIONS AND RESTRICTIONS ON THE DELIVERY AND CONSUMPTION OF WATER AND PENALTIES FOR ORDINANCE VIOLATIONS DURING A DECLARED WATER SHORTAGE CONDITION

BE IT ORDAINED by the Board of Directors of the Dublin San Ramon Services District ("Board"), a public agency located in the counties of Alameda and Contra Costa, California, as follows:

SECTION 1: FINDINGS AND DETERMINATIONS.

a) Pursuant to the Agreement dated August 23, 1994, as amended, by and between Zone 7 of the Alameda County Flood Control and Water Conservation District ("Zone 7") and the Dublin San Ramon Services District ("District"), District currently acquires from Zone 7 most potable water required for District purposes and for resale and distribution to the customers and users of District's water system.

b) Zone 7 obtains the majority of the water delivered to District from the State Water Project (SWP), owned and operated by the California Department of Water Resources (DWR), which delivers water to Zone 7 by way of the Banks Pumping Plant located in and pumping from the Delta formed by the Sacramento and San Joaquin Rivers ("Delta"), the South Bay Aqueduct, and related facilities.

c) Progressive water conservation practices by District water customers and users are important to ensure that water is put to reasonable and beneficial use and to minimize the impact that DWR's diversion of water from the Delta has on the environment.

d) California periodically experiences consecutive years of below normal precipitation, which can result in reduced deliveries of SWP water by DWR to Zone 7.

e) Environmental issues also can affect the ability of DWR to deliver the amount of SWP water to which Zone 7 is contractually entitled.

f) During any extended period of reduced deliveries of SWP water from DWR, and depending upon the availability of other supplies of water, Zone 7 may not be able to deliver adequate supplies of potable water to District to meet the ordinary demands and requirements of District's water customers and users without

reducing the water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, fire protection, and other beneficial uses.

g) During such events the District may be unable to obtain additional potable water supplies from other sources, as allowed under the terms of the District Agreement with Zone 7, sufficient to make up the shortage in potable water supply from Zone 7 to meet the ordinary demands and requirements of District's water customers and users.

h) At any time, a natural or man-made event may adversely affect some or all of the DWR, Zone 7, or District water system in such a way that District may not be able to deliver adequate potable water to meet the ordinary demands and requirements of District's water customers and users without reducing the water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, fire protection, and other beneficial uses.

i) The Board hereby finds, determines and declares that the rules, regulations and restrictions set forth in this Ordinance concerning the delivery of water and water consumption by District's water customers and users during any period in which the Board has declared a Water Shortage Condition to exist are intended to conserve the water supply of District for the greatest public benefit, with particular regard to municipal and domestic use, sanitation, fire protection, and protection of the environment.

j) The Board hereby finds, determines and declares that the water conservation provisions of this Ordinance are appropriate and in accordance with best water management practices, and said provisions are hereby adopted and shall be enforced during any Water Shortage Condition declared by the Board pursuant to the provisions of Article X, Section 2 of the California Constitution, California Water Code sections 375 - 378, the authority granted to this Board by the Community Services District Law (California Government Code sec. 61000 *et seq.*), and the common law.

k) The Board hereby finds, determines and declares that those specific uses of water supplied by the District that are expressly prohibited or restricted by the provisions of this Ordinance are non-essential, and if allowed to occur during a declared Water Shortage Condition would constitute a waste and an unreasonable use of water.

l) The actions taken in considering, adopting, implementing, and enforcing this Ordinance are exempt from the provisions of the California Environmental Quality Act (Public Resources Code sec. 21000 *et seq.*) pursuant to Title 14, California Code of Regulations, Section 15269, as specific actions necessary to prevent or mitigate an emergency.

m) On June 2, 2009, following notice duly given and published, a public hearing was held by this Board at which all District water customers and users had an opportunity to be heard on this Ordinance, to protest against the adoption of this Ordinance, and to present their respective needs to the Board, and the Board has heard and given due consideration to all comments and protests received prior to and during said hearing.

SECTION 2: WATER CONSERVATION PROGRAM. The District shall establish, by separate resolution, and maintain a "Water Conservation Program" for use and implementation at all times, including but not limited to, during any declared Water Shortage Condition. Said Water Conservation Program shall be adopted and periodically reviewed and updated by action of the Board, and shall include best management and conservation practices for Normal Supply conditions, public education and information elements, and other components deemed necessary and appropriate. Said Water Conservation Program shall also include conservation practices, water use restrictions, enforcement measures, and penalty provisions that may be imposed during any Water Shortage Condition declared by the Board.

SECTION 3: NORMAL SUPPLY. Normal Supply conditions are hereby defined as those years in which District water supplies are adequate or more than adequate to meet the ordinary demands and requirements of District's water customers and users for that year and for a reasonable planning time horizon. Based upon the findings and determinations set forth in Section 1 of this Ordinance, the Board hereby declares that best water management and conservation practices identified in the Water Conservation Program shall be encouraged and should be implemented by District's water customers and users during Normal Supply conditions.

SECTION 4: WATER SHORTAGE CONDITION. A Water Shortage Condition is hereby defined as a year or years in which the supply of potable water available to District for distribution and sale to water customers and users may not be adequate to meet ordinary water demands without reducing the supply to the extent that there would be insufficient water for human consumption, sanitation, fire protection, and other beneficial uses. Notification to the Board of a possible water supply shortage may be made by, but is not restricted to, DWR, Zone 7, or District's General Manager. After determining that a water supply shortage exists, the Board shall consider a resolution to declare a Water Shortage Condition, after notice is duly given and a public hearing held at which all District water customers and users have an opportunity to be heard on the question, to protest against the adoption of the resolution, and to present their respective needs to the Board.

Conditions: Any declaration of a Water Shortage Condition shall include a determination and declaration of the Stage of the Water Shortage Condition (as such Stages are defined in this Ordinance), the anticipated duration of the Water Shortage Condition, the target water use reduction, the conservation practices and water use restrictions contained in the Water Conservation Program that shall be implemented,

if any, and the enforcement actions and penalties, if any, being imposed as provided for in this Ordinance.

Water Supply Shortage Rates: The Board, by separate resolution adopted after the appropriate notice is duly given, may from time to time establish water rates for each Stage of the Water Shortage Condition to be applicable for the duration of the Stage, and to go into effect on the date said Stage is declared by the Board or on any subsequent date established by the Board.

Fines: The Board, by separate resolution adopted after the appropriate notice is given, may from time to time establish a progressive schedule of fines to be levied against District water customers and users for successive violations of water use restrictions established in Stage 3 and Stage 4 as set forth in this Ordinance. Written notice of any fine that is to be levied by the District on a specific District water customer or user shall be given at the time the violation is identified by District. The fine shall be assessed on the District's next regular water bill.

SECTION 5: STAGES OF WATER SHORTAGE CONDITION. During any Water Shortage Condition declared by the Board pursuant to this Ordinance, water use restrictions, rates, enforcement actions and penalties shall be implemented in Stages, as follows, pursuant to actions taken by District's Board by separate resolution after the appropriate notice is given:

Stage 1 – Minimal Reduction: Stage 1 may be declared by District's Board when there are identifiable events that lead to a reasonable probability that in the next few years, District potable water supplies will not be adequate to meet the ordinary demands and requirements of the District's water customers and users. Stage 1 is voluntary and best water management and conservation practices included in the Water Conservation Program shall be encouraged by District and should be implemented by District's water customers and users.

Stage 2 – Moderate Reduction: Stage 2 may be declared by District's Board when there are identifiable events that lead to a reasonable conclusion that in the current or upcoming year, District potable water supplies may not be adequate for the ordinary demands and requirements of District water customers and users. If the Board declares Stage 2, additional voluntary best water management and conservation practices included in the Water Conservation Program shall be encouraged by District. The Board may declare Stage 2 to be mandatory and if so shall identify water use restrictions included in the Water Conservation Program that are required to be adhered to by the District water customers and users.

During the duration of Stage 2 and if Stage 2 is initially declared to be voluntary, the Board may, by separate resolution adopted after the appropriate notice is duly given, declare that Stage 2 is being made mandatory. Said declaration can only be made if verifiable water use data clearly establish that the target water use reduction by District water customers and users is not being achieved. Said declaration shall

identify those additional water use restrictions included within the Water Conservation Program that are required to be implemented and met by District water customers and users.

Stage 3 – Severe Reduction: Stage 3 may be declared by District's Board when there are identifiable events that lead to a reasonable conclusion that in the current year water supplies will not be adequate to meet the ordinary demands and requirements of District water customers and users. Stage 3 shall be mandatory. The Board shall identify the specific additional water use restrictions included in the Water Conservation Program that are required to be implemented and met by District water customers and users. Fines that may be levied by District for successive violations of water use restrictions during Stage 3 shall be included within the resolution by which the Board declares Stage 3.

Stage 4 – Critical Reduction: Stage 4 may be declared by District's Board, after Stage 3 has been in effect, and if verifiable water use data conclusively establish that District water customers and users are not achieving the target water use reduction previously adopted by the Board; or if new identifiable events occur that require increasing the target water use reduction; or if the Board determines that there are multiple District water customers and users who are repeatedly violating the Stage 3 water use restrictions. Under Stage 4, the District may establish a specific water use allocation for any or all District water customers and users. If a water allocation is established for a District water customer or user, upon clear evidence of violation or violations of such an allocation the District may levy fines; install a flow restrictor or restrictors in the water service line; lock out the water service if a health and safety requirement is not being met or if violation of such a requirement appears to be imminent; or enter non-residential private premises to install sub-meters for monitoring compliance with the provisions of this Ordinance and/or the Water Conservation Program.

SECTION 6: WATER EMERGENCY. A Water Emergency results from an event that causes a disruption in the water supply to all or a group of District water customers and users. The General Manager is hereby authorized to declare a Water Emergency and, if so declared, shall initiate implementation of the appropriate provisions of the District's Emergency Response Plan. As soon as possible after such a declaration, the General Manager shall make a full report on the Water Emergency to the Board. During a Water Emergency, the General Manager and his/her designees may take all steps necessary to protect and preserve District's water system, and to protect the health and safety of District water customers and users, including but not limited to locking out non-essential water services, obtaining and making available temporary water supplies, and temporarily relocating District water customers and users.

SECTION 7: TAMPERING AND INTERFERENCE. It shall be unlawful and a violation of this Ordinance for any person to tamper with, alter, destroy, or otherwise render inoperative any flow restricting device, service valve, meter, hydrant, or any other water system facility, equipment or device installed, operated or maintained by District.

It shall be unlawful and a violation of this Ordinance for any person to interfere with, harass, intimidate, or otherwise obstruct any employee, officer or agent of District in lawfully carrying out any duty under, or performing any act pursuant to this Ordinance.

SECTION 8: COST RECOVERY. The actual cost, as determined by the General Manager, for installation of flow restricting devices, for effecting lockout and reestablishment of service and for installation of sub-meters shall be recoverable from the specific water customer or user of the District water system or person found by General Manager to be in violation of the provisions of this ordinance. Prior to taking any of the actions authorized by this Section, the water customer or user shall be given reasonable notice by the District of the schedule for and the nature of the action(s) that may be taken, and of the District's authority to recover the actual cost of the action(s).

SECTION 9: IMPLEMENTATION. The General Manager shall be responsible for implementing and carrying out the Water Conservation Program and the Stage requirements and restrictions established and imposed from time to time by the Board. The General Manager shall provide reports to the Board on the Water Conservation Program at least annually or at such shorter intervals as he or she deems to be appropriate.

SECTION 10: REPEALING OF ORDINANCE NOS. 242 AND 244. Ordinance No. 242, which was adopted by the Board on June 4, 1991, is hereby repealed and shall be of no further force and effect upon the adoption of this Ordinance. Ordinance No. 244, which was adopted by the Board on November 5, 1991, is hereby repealed and shall be of no further force and effect upon the adoption of this Ordinance.

SECTION 11: SECTION, SUBSECTION HEADINGS. All sections and subsections headings contained in this Ordinance shall be deemed and shall be interpreted as part of the operative provisions of this Ordinance.

SECTION 12: SURVIVABILITY. Should any portion or portions of this Ordinance be finally determined by a court of competent jurisdiction to be unconstitutional, unlawful, or unenforceable for any reason, all other portions hereof shall remain in full force and effect until repealed or superseded by action of the Board.

SECTION 13: EFFECTIVE DATE. Pursuant to Water Code section 376, this ordinance shall be effective immediately upon its adoption, provided that, within ten (10) days after its adoption, this ordinance shall be published in full once in the official newspaper of the District.

Ord. No. 323

Adopted by Board of Directors of Dublin San Ramon Services District at its regular meeting held on the 2nd day of June, 2009, passed by the following vote:

AYES: 3 - Directors Jeffrey G. Hansen, D.L. (Pat) Howard, Daniel J. Scannell

NOES: 0

ABSENT: 2 - Directors Thomas W. Ford, Richard M. Halket

Daniel J. Scannell, President

ATTEST:

Nancy G. Hatfield, District Secretary

ORDINANCE NO. 329

ORDINANCE OF DUBLIN SAN RAMON SERVICES DISTRICT MODIFYING CHAPTERS 4.10 AND 4.40 OF ITS DISTRICT ORDINANCE CODE TO INCORPORATE WATER SHORTAGE PROVISIONS

WHEREAS, on June 2, 2009, following a public hearing, the District adopted Ordinance No. 323 to establish a water conservation program and to establish regulations, restrictions and penalties associated with water use during water shortage conditions; and

WHEREAS, the District's Emergency Response Plan contains action plans in case of emergencies associated with its water supply; and

WHEREAS, the District Ordinance Code was recodified on November 2, 2010 in its entirety; and

WHEREAS, on June 7, 2011, following a public hearing held on May 17, 2011, the District adopted its current Water Shortage Contingency and Drought Plan as part of its 2010 Urban Water Management Plan; and

WHEREAS, the District wishes to establish consistent provisions in addressing water shortage conditions by incorporating, into the District Ordinance Code, provisions from its Water Shortage Contingency and Drought Plan, Ordinance No. 323, and Emergency Response Plan, each of which was included in the approved 2010 Urban Water Management Plan; and

WHEREAS, pursuant to Sections 25128 and 61060 of the Government Code, three (3) copies of the proposed, revised Chapters 4.10 and 4.40 of the District Ordinance Code have been on file in the office of the District Secretary since January 6, 2012 and available for use and examination by the public during regular business hours.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Dublin San Ramon Services District as follows:

SECTION 1. Chapter 4.10 of the District Ordinance Code, titled "General Use Regulations and Protective Measures," consisting of Sections 4.10.010 through 4.10.120, is hereby repealed and replaced by the new Chapter 4.10, titled "General Use Regulations and Protective Measures," consisting of Sections 4.10.010 through 4.10.130, in the form in which each appears in Exhibit 1. Notwithstanding the preceding sentence, wherever a provision of the new Chapter 4.10 is substantially the same as the previous version of Chapter 4.10, the provision shall be deemed to be a continuation of the previous version of the provision and not a new enactment.

SECTION 2. Chapter 4.40 of the District Ordinance Code, titled "Rates and Charges," consisting of Sections 4.40.010 through 4.40.170, is hereby repealed and replaced by the new Chapter 4.40, titled "Rates and Charges," consisting of Sections 4.40.010 through 4.40.180, in the form in which each appears in Exhibit 2. Notwithstanding the preceding sentence, wherever a provision of the new Chapter 4.40 is substantially the same as the previous version of Chapter 4.40, the provision shall be deemed to be a continuation of the previous version of the provision and not a new enactment.

SECTION 3. The General Manager, or the person or persons to whom such task may from time to time be delegated, is authorized and directed to make further non-substantive administrative changes, as approved by District General Counsel, to the revised Chapters 4.10 and 4.40 of District Ordinance Code as set forth in Exhibits 1 and 2 (including revisions in formatting as may be suggested by the publisher) for consistency and ease of reference from the date of adoption until June 30, 2012.

SECTION 4. In the event that any section, sub-section, sentence, clause or phrase of this Ordinance, or the amendments to the District Ordinance Code enacted hereby, shall be adjudged or declared unconstitutional, illegal, and/or invalid by a court of competent jurisdiction, all other sections, sub-sections, sentences, clauses, or phrases hereof not so adjudged or declared shall remain in full force and effect.

SECTION 5. This Ordinance will be effective thirty (30) days after its adoption.

ADOPTED by the Board of Directors of Dublin San Ramon Services District at its regular meeting held on the 21st day of February 2012, by the following vote:

AYES: 5 - Directors Daniel J. Scannell, Dawn L. Benson, Georgean M. Vonheeder-Leopold, D.L.(Pat)Howard, Richard M. Halket

NOES: 0

ABSENT: 0

Richard M. Halket, President

ATTEST:

Nancy G. Hatfield, District Secretary

Chapter 4.10
GENERAL USE REGULATIONS AND PROTECTIVE MEASURES

Sections:

4.10.010 Definitions.
4.10.020 Purpose and policy.
4.10.030 Regulation of water usage.
4.10.040 Provision of water service.
4.10.050 Account required for service.
4.10.060 Point of delivery – Responsibility for handling and risk of loss.
4.10.070 Ownership of and access to mains, water meters and service lines.
4.10.080 Damage to District facilities or property.
4.10.090 Prohibition of cross-connections – Backflow prevention.
4.10.100 Obstruction of water facilities prohibited.
4.10.110 State laws.
4.10.120 Suspension or termination of deliveries.
4.10.130 Interference with District employees.

4.10.010 Definitions.

In the construction of this title, the general definitions set forth in DSRSDC 1.20.080, Definitions, shall apply except where contrary definitions are set forth in this chapter or as otherwise stated in DSRSDC 1.20.080, Definitions. The following definitions shall apply to this title, unless such definitions would be inconsistent with the manifest intent of the Board of Directors or the context clearly requires otherwise.

"**Alameda County Environmental Management Department (Alameda County EMD)**" refers to the local health protection agency for most areas of Alameda County.

"**Approved backflow prevention device**" means a device that has been approved by the California Department of Health Services and is on the District's current list of approved backflow prevention devices.

"**Approved use**" means an application of recycled water in a manner, and for a purpose, designated in a recycled water use license issued by the District and in compliance with all applicable regulatory agency requirements.

"**Approved backflow prevention device tester**" means a tester who possesses a current and valid American Water Works Association (AWWA) certificate as a general backflow prevention device tester.

"**Back pressure**" means the flow of water or other liquid, mixture or substances under pressure into the District's potable water distribution system caused by a higher pressure in the customer's facilities relative to the pressure in the District's facilities.

"**Back siphonage**" means the flow of water or other liquid, mixture or substances from the customer's facilities into the District's water distribution system, caused by a sudden pressure drop in the District's facilities.

"**Contra Costa County Environmental Management Department (Contra Costa County EMD)**" refers to the local health protection agency for most areas of Contra Costa County.

"**Emergency Response Plan**" means the emergency response plan, as amended from time to time and approved by the General Manager for implementation, required pursuant to the "California Emergency Services Act," codified as Chapter 7, California Emergency Services Act, of Division 1, General, of Title 2, Government of the State of California, of the Government Code, beginning with section 8550.

"**Greenbelt areas**" means the area that includes, but is not limited to, golf courses, cemeteries, parks, and landscaping.

"**Normal Supply conditions**" means that District water supplies are adequate or more than adequate to meet the ordinary demands and requirements of District's water customers and users for that year and for a reasonable planning time horizon.

"**On-site supervisor**" means the customer's representative, who is available to the District at all times, has the authority to carry out any requirements of the District, and is responsible for the installation, operation and maintenance of the recycled and potable water systems. The on-site supervisor is also responsible for prevention of potential hazards.

"**Recycled water use license**" means a license issued by the District to the customer, which outlines monitoring, self-inspection, reporting, and site-specific requirements, as required by the California Regional Water Quality Control Board. This license allows the customer to use recycled water in accordance with the Dublin San Ramon Services District Code, standards, ordinances, policies, guidelines and all applicable regulatory agency requirements.

"**Secondary effluent**" means treated wastewater that meets the requirements of the District NPDES discharge permit governing wastewater disposal, as it may be amended from time to time.

"**Shortage**" means a situation in which the supply of water available to the District for distribution and sale to water customers and users, as the result of a general condition such as drought or other seasonal or climatic shortage, or regulatory restrictions, including but limited to those intended to protect special status species, may not be adequate to meet ordinary demands without reducing the supply to the extent that there would be insufficient water for human consumption, sanitation, fire protection, and other beneficial uses. Each of the four stages of a water supply shortage, are defined below. A Water Shortage Condition may be declared by the Board or may be determined to exist pursuant to DSRSDC 4.10.030(C)(1), or may be determined or declared to exist by the District's General Manager.

"**Stage 1 Water Supply Shortage**" means that, as declared by the Board, there are identifiable events that lead to a reasonable probability that in the next few years, District potable water supplies will not be adequate to meet the ordinary demands and requirements of the District's water customers and users.

"**Stage 2 Water Supply Shortage**" means that, as declared by the Board, there are identifiable events that lead to a reasonable conclusion that in the current or upcoming year, District potable water supplies may not be adequate for the ordinary demands and requirements of District water customers and users.

"**Stage 3 Water Supply Shortage**" means that, as declared by the Board, there are identifiable events that lead to a reasonable conclusion that in the current year water supplies will not be adequate to meet the ordinary demands and requirements of District water customers and users.

"**Stage 4 Water Supply Shortage**" may be declared by the Board if (a) verifiable water use data conclusively establish that District water customers and users are not achieving the target water use reduction previously adopted by the Board in the resolution declaring a **Stage 3 Water Supply Shortage**; or (b) new identifiable events occur that require increasing the target water use reduction; or (c) the Board determines that there are multiple District water customers and users who are repeatedly violating the Stage 3 water use restrictions.

"**State of California Department of Public Health (state DPH)**" refers to the State of California Department of Public Health, Division of Drinking Water and Environmental Management – San Francisco District.

"**Water Emergency**" means that, as declared by the General Manager, a specific identifiable discrete event or sudden unexpected occurrence, including without limitation a storm, flood, fire, or an unexpected equipment outage the failure of a dam, levee, treatment plant, pump, pipeline or other conduit, or a catastrophic event, including, but not limited to, a regional power outage, an earthquake, or other disaster has occurred that causes a disruption, or creates an imminent threat of disruption, in the water supply to all or a group of District water customers and users.

"**Water Shortage Contingency and Drought Plan**" means the planning document, as amended from time to time and adopted by the Board, setting forth an urban water shortage contingency analysis comprising a required component of the Urban Water Management Plan as specified in the "Urban Water Management Planning Act," codified as Part 2.6, **Urban Water Management Planning**, of Division 6, **Conservation, Development, and Utilization of State Water Resources**, in the Water Code, beginning with section 10620. The Water Shortage Contingency and Drought Plan is comprised of analysis required to be included in the Urban Water Management Plan adopted by the Board from time to time.

[Ord. 150, 1980; Ord. 273, 1997; Ord. 281, 1998; Ord. 323, 2009; Ord. 327, 2010; Ord. ___, 2012.]

4.10.020 Purpose and policy.

This title sets forth uniform requirements for the use of water, potable and recycled, furnished by the District. The objectives of this title are to:

A. Prevent a public hazard, public nuisance or other condition detrimental to the public health, welfare and safety, or detrimental to the environment, from developing from or in connection with the distribution of water.

B. Limit use of water furnished by the District to what is reasonable and beneficial under the circumstances, to prevent the waste of water and to promote conservation of potable water and the use of recycled water.

C. Prevent the introduction of contaminants into the District's water system.

D. Maintain conformance to regulatory requirements regarding water use.

E. Provide for fees that equitably distribute the cost of operation, maintenance, and improvement of the District's water system to those who benefit.

This chapter shall govern the use of all water furnished by the District and shall apply to all users thereof. The District may establish classes of service and may change such classifications as circumstances warrant, in the District's sole discretion. This chapter provides for monitoring, compliance and enforcement activities resulting from or in connection with the use of water furnished by the District; and provides for the setting of rates, charges and fees for the equitable distribution of costs resulting from the District's water system. [Ord. 298, 2003; Ord. 327, 2010.]

4.10.030 Regulation of water usage.

A. All water furnished by the District or used within the water service area of the District shall be subject to the regulations set forth in this title, in this chapter, and other provisions of this code from time to time in effect except those that are determined by the General Manager to be inapplicable. By applying for or receiving water service from the District, each user of water furnished by the District covenants and agrees to comply with and to be bound by such regulations.

B. The District Engineer and the officers and agents of the District shall have unrestricted access at reasonable hours to all premises to which the District provides services to inspect water facilities, meters or other measuring apparatus, and to see that the rules and regulations of the District regarding the installation of water facilities, the taking and use of water are being observed.

C. The District may regulate the time and quantity of water use in such manner as will ensure an equitable supply to all consumers.

1. Water Supply Shortage Condition. The General Manager shall notify the Board as soon as practical if he or she determines that the quantity of water available at any time is, or is expected to be, less than the total demand, and such shortage is expected to last more than 30 calendar days. The Board may consider further restrictions and prohibitions on the use of water when water shortage is expected to last more than 30 days. Water use restrictions, rates, enforcement actions and penalties shall be implemented in Stages, as generally described below and as more

specifically declared by District's Board by separate resolution after the appropriate notice is given.

a. Stage 1 Water Supply Shortage

Stage 1 is voluntary and is imposed when only a minimal reduction in water usage is required. When Stage 1 is in effect, the District shall encourage its water customers and users to implement best water management and conservation practices set forth in the Water Shortage Contingency and Drought Plan.

b. Stage 2 Water Supply Shortage

Stage 2 is imposed when a moderate reduction in water usage is required. It can be voluntary or mandatory as may be declared by resolution adopted by the Board.

1) If the Board declares Stage 2 to be voluntary, the District shall encourage its water customers and users to implement additional best water management and conservation practices set forth in the Water Shortage Contingency and Drought Plan.

2) If the Board declares Stage 2 to be mandatory, it shall identify the water use restrictions set forth in the Water Shortage Contingency and Drought Plan with which its water customers and users must comply.

3 If Stage 2 is initially declared to be voluntary, the Board may, by separate resolution adopted after the appropriate notice is duly given, declare that Stage 2 is being made mandatory. Said declaration can only be made if verifiable water use data clearly establish that the target water use reduction by District water customers and users is not being achieved. Said declaration shall identify those additional water use restrictions set forth within the Water Shortage Contingency and Drought Plan with which its water customers and users must comply.

c. Stage 3 Water Supply Shortage

Stage 3 is mandatory and is imposed when a severe reduction in water usage is required. The resolution declaring the Stage 3 Water Supply Shortage shall identify the specific additional water use restrictions set forth in the Water Shortage Contingency and Drought Plan with which its water customers and users must comply, and shall include the charges for excess use and the penalties or fines that may be levied by District for successive violations of these water use restrictions.

d. Stage 4 Water Supply Shortage

Stage 4 is mandatory and is imposed when a critical reduction in water usage is required. The resolution declaring the Stage 4 Water Supply Shortage may establish, or authorize staff to establish, a specific water use allocation for any or all District water customers and users. Upon clear evidence of violation or violations of a water use allocation so established, the District may levy fines; install a flow restrictor or restrictors in the water

service line; lock out the water service (unless failure to meet health and safety requirements appears to be imminent); and may enter non-residential private premises to install sub-meters for monitoring compliance with the provisions of the water use allocation as established and/or with the water use restrictions set forth in the Water Shortage Contingency and Drought Plan.

2. Water Emergency

The General Manager is hereby authorized to declare a Water Emergency and, if so declared, shall initiate implementation of the appropriate provisions of the District's Emergency Response Plan. As soon as possible after such a declaration, the General Manager shall make a full report on the Water Emergency to the Board. During a Water Emergency, the General Manager and his/her designees may take all steps necessary to protect and preserve District's water system, and to protect the health and safety of District water customers and users, including but not limited to locking out non-essential water services, obtaining and making available temporary water supplies, and temporarily relocating facilities connecting to District water customers and users.

3. In addition to the foregoing, water customers and users are subject to Chapter 1.30, Enforcement, of this Code, which provides general penalties, remedies for violations, penalties of increasing severity, and imposition of costs. Violations of this Section, including the provisions of the Water Shortage and Drought Contingency Plan and the Emergency Response Plan incorporated herein, may be punishable as misdemeanors or infractions, depending on the severity of the violation. The General Manager is authorized to apply penalties as he or she deems appropriate, including flow restriction, submetering, and discontinuance of water service, until the violation is corrected. The District may also seek damage and/or remedies, including fees or fines and the amount of costs incurred by the District to investigate and correct the violation.

4. The District also reserves the right at any time to allocate its available water supply among its customers in a manner that it determines to be in the public interest in the event of shortage for any reason.

a. If the General Manager determines that the quantity of water available at any time is, or is expected to be, less than the total demand, and such shortage is expected to be of a duration of less than 30 calendar days, the General Manager may prescribe and enforce rules governing allocation and use of water.

b. In implementing DSRSDC 4.10.030(C)(4)(a), Provision of water service, the General Manager shall be guided by the following guidelines applicable to the allocation of supply during shortages:

a. No service shall be extended to new customers until the Board determines that the shortage no longer exists;

b. Service to critical community service facilities, including, without limitation, hospitals and emergency shelters, shall take precedence over service to residential, commercial, institutional and industrial customers;

c. Potable water service to residential, commercial, institutional, industrial and nonirrigation customers shall take precedence over service to irrigation customers in accordance with the water shortage contingency plan adopted by the Board;

d. Once residential customers are receiving a supply sufficient to meet their minimal health and safety requirements, potable water service to commercial, institutional, and industrial customers (for nonirrigation uses) shall take precedence over other uses of such water;

e. Service to customers within the District boundaries shall take precedence over service outside the District boundaries.

D. No person, except one authorized by the District, shall turn on or turn off the water at any connection or open or close any gate valve or other device for regulating the flow measurement of water on the water mains or other District facilities.

E. No customer or other user of the District's water system shall use, or permit the use of, water for service to or upon any land other than that described in, and permitted under, the application made by the customer or user for water service. In addition, the use of the water connection is limited to the units covered by the water service application. Continued use of water in violation of this section after notice given in the manner, if any, required by law to the customer may result in discontinuance of water service.

F. Except as provided in DSRSDC 4.40.160, Submetering for tenants, no customer within the District boundaries may enter into a contract to resell any water purchased from the District without the special permission of the Board, and, except as provided in DSRSDC 4.40.160, Submetering for tenants, the price of any water to be sold shall be at no more than the rate for such service fixed by the Board. The District shall have the right but not the duty to audit the records of anyone reselling water purchased from the District. No customer outside of the District will be permitted to resell water purchased from the District under any condition. Continued sales of water after service of notice by registered mail to the customer may result in discontinuance of water service.

G. The recipients of water delivered by the District shall put the water only to reasonable and beneficial use. No customer or other user of the District's water system shall knowingly waste or permit the waste of water including, but not limited to, waste through leakage of defective or inoperable plumbing, piping or other water-use equipment, gutter flooding, single pass cooling systems in new constructions, nonrecirculating systems in a new conveyer car wash and commercial laundry systems, and nonrecycling decorative water fountains. Using water suitable for potable domestic use for nonpotable uses, including irrigation of cemeteries, golf courses, parks, highway landscaped areas, and industrial and irrigation uses, when suitable recycled water is available to an area, for which the District has recycled water

purveyorship authority, is a waste of water. Continued waste of water after service of notice by registered mail to the customer may result in discontinuance of water service. [Ord. 69, 1969; Ord. 118, 1975; Ord. 238, 1991; Ord. 239, 1991; Ord. 273, 1997; Ord. 323, 2009; Ord. 327, 2010; Ord. ___, 2012.]

4.10.040 Provision of water service.

A. Service Delivery. The District shall undertake to deliver a continuous and sufficient supply of water of suitable quality within a pressure range sufficient for its efficient utilization by its customers. By accepting water service from the District, water customers are deemed to have accepted all conditions of water quality, pressure, and flow. The District makes no warranty, express or implied, about any aspect of such service and shall not be liable for interruptions in supply or variations in water quality or pressure. To the extent practical, the District shall undertake to give advance notice of such interruptions or variations. The District reserves the right at any time to shut off delivery for the purpose of maintaining, repairing, altering, or changing the size of its facilities.

B. Water Pressure. The District Engineer shall from time to time establish water pressure ranges for all customers, and the District shall undertake to furnish water within the range thus established. In accepting water, water customers are deemed to have accepted all conditions of pressure and flow. In circumstances where, as solely and conclusively determined by the District Engineer, it is not reasonably feasible to provide service within the pressure range as thus determined, the District may furnish water service on the additional terms and conditions described in the following sentence. To obtain water service in such circumstances, each customer shall install and maintain, at his or her sole expense, a pump or other pressure-adjusting device and such other facilities sufficient to maintain pressure within an acceptable pressure range at each intended point of use, and shall present to the District appropriate evidence of the installation.

C. Water Meter Reading. Water meters shall be read by the District on a regular basis, usually bimonthly. Special meter readings may be taken because of change of customer, changes of water meter or water meter size, or at other times as determined necessary by the District. The District shall estimate the quantity of water used in whatever manner it considers most appropriate if a water meter cannot be read or in the event that a water meter has not registered or has registered incorrectly.

D. Water Meter Testing.

1. Testing Initiated by Customer. Any customer may request that the water meter be examined and tested by the District for the purpose of ascertaining whether it is registering correctly, if the customer believes the water meter is over-registering the amount of water being delivered. The procedures therefor shall be as established by the District. Cost of testing and adjustment of charges for water meters shall be in accordance with DSRSDC 4.40.170, Meter testing – Charges.

2. Testing Initiated by District. The water meter may be examined and tested by the District for the purpose of ascertaining whether or not it is registering correctly. The procedures therefor

shall be as established by the District. Cost of testing and adjustment of charges for water meters shall be in accordance with DSRSDC 4.40.170, Meter testing – Charges. [Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.10.050 Account required for service.

A. Need for an Account. Except as provided in DSRSDC 4.30.070, Sale of recycled water at recycled water treatment facilities, the District shall furnish water only to a customer who has a current account, including a current address and the name of the person responsible for making payments on the account.

B. Requests for Water Service. Approval of an application for service in accordance with Chapter 3.40 DSRSDC, Application for Services, is required to initiate service for the first time to a particular parcel. Requests for water service to parcels that have previously received water service shall be made during the District office's regular posted business hours. In case of an emergency (as determined by the District), the District shall accept requests during nonregular business hours.

C. Need for Water Meter. Water service will be provided only through a water meter assigned to a particular account. A water meter may be moved by the District at the request of a customer from one location to another on the property, upon payment of the cost of a new meter assembly fee in accordance with DSRSDC 3.70.060, Meter assembly installation fee – Water, plus a labor and materials charge for reinstallation of the meter assembly in the new location.

D. Reinstatement. If the District, for any reason authorized by this code or by applicable law, terminates water service, service shall not be reestablished until all charges described in Chapter 4.40 DSRSDC, Rates and Charges, have been paid for services rendered by the District with respect to the premises for which service has been terminated.

E. Liability of Owner and Tenant. An owner, tenant, or other user of property with respect to which such charges are delinquent are jointly and severally liable for payment to the fullest extent permitted by law. [Ord. 69, 1969; Ord. 118, 1975; Ord. 148, 1979; Ord. 212, 1987; Ord. 238, 1991; Ord. 239, 1991; Ord. 247, 1992; Ord. 273, 1997; Ord. 299, 2003; Ord. 327, 2010.]

4.10.060 Point of delivery – Responsibility for handling and risk of loss.

A. The point of delivery of water delivered by the District shall, except as set forth in the next sentence, be the discharge side of the District's water meter, or at the point of connection of a fire service line to the District's water main. The District Engineer shall determine, in his or her discretion, the point of delivery of water that does not pass through a water meter.

B. The District is responsible for the handling and transmission of water up to the designated point of delivery of water to the customer. Each customer shall bear the risk of loss, and shall be responsible for the carriage, control, handling, storage, distribution and use of all water furnished by the District from and beyond the point of delivery.

C. By applying for or receiving water service from the District, each customer served by the District shall hold the District harmless from any damage suffered by the District and shall indemnify the District from liability or claim of liability for property damage or personal injury, including death, resulting from the carriage, control, handling, storage, distribution or use of water after it passes the point of delivery.

D. By applying for or receiving water service from the District, each customer served by the District agrees that the District and its officers, agents, or employees shall not be liable for damages resulting from the control, carriage, handling, use, disposal, or distribution of water supplied by the District to a customer, after such water has been delivered to the point of connection of such customer, or in the case of delivery to customers who are water purveyors or truck haulers, after such water has left the District's distribution facilities. [Ord. 327, 2010.]

4.10.070 Ownership of and access to mains, water meters and service lines.

A. The District retains the ownership of water mains, water meters, and connecting service lines on the "upstream" (street) side of the water meter. The customer owns, operates, and maintains all water piping and appurtenances on the customer side of the water meter, including backflow prevention device, pressure-regulating valve, and shut-off valve. For services to fire sprinkler systems, the customer owns water piping from the point of connection of the fire service at the water main, downstream of the isolation valve, to the building structure. No additional charge will be made upon change of ownership of the property unless the character of the service is changed.

B. A fire hydrant on a District main is the property of the District. The cost of installation or removal is the responsibility of the property owner who requests such installation or removal, except by prior specific agreement with the District.

C. The District shall provide a shut-off valve on the District's side of the water meter. The property owner shall install, for his ordinary usage and at his own expense, a shut-off valve and/or a pressure-regulating valve on the property side of the water meter. The property owner's shut-off valve and/or pressure-regulating valve shall not be installed within the District's meter box.

D. The General Manager and other officers, employees, and agents of the District shall have unrestricted access to all District facilities described in this section, and to premises to which water service is supplied by the District, and may periodically inspect the supply system, water meters or other measuring apparatus to see that the rules and regulations of the District regarding the taking, use or waste of water are being observed. General penalties and other provisions for enforcement of violations of the Dublin San Ramon Services District Code are set forth in Chapter 1.30 DSRSDC, Enforcement.

E. Operation and inspection of all of the District facilities, up to and including the water meter, shall be under the management and control of the District. No persons except authorized employees, agents, or contractors of the District shall have the right to enter upon, inspect, operate, adjust, change, alter, move, or re-locate any portion of the District facilities or any of the District's property.

F. The District is the sole owner of the District facilities, and of equipment, supplies, warranties, rights-of-way, encroachment permits, and licenses that are acquired therefor. Water meters shall be owned by the District. All facilities on the customer side of the point of connection to the water meter shall be owned, operated, and maintained by the water customer. [Ord. 69, 1969; Ord. 90, 1971; Ord. 118, 1975; Ord. 129, 1977; Ord. 273, 1997; Ord. 327, 2010.]

4.10.080 Damage to District facilities or property.

A. No user of water from the District's water system shall create conditions that result in damage to or reduced life of the District's distribution facilities, or impairment of water quality in the District's system. Customers or other users of water from the District's water system shall reimburse the District for costs of repair to the District facilities and other damages resulting from the operations or other activities of the customer.

B. It shall be unlawful and a violation of this Code for any person to tamper with, alter, destroy, or otherwise render inoperative any flow restricting device, service valve, meter, hydrant, or any other water system facility, equipment or device installed, operated or maintained by District. Any damage occurring to a water meter or other appliances, including without limitation flow restricting device, service valve, hydrant, or any other water system facility, equipment or device, pipes or any other property of the District caused directly or indirectly by lack of due care by the customer is the sole responsibility of the customer, who must pay for the damage on presentation of a bill.

C. Before beginning planting operations or construction work, the owner or his or her agent shall ascertain from the District Engineer the location of mains, structures, and other facilities belonging to the District. [Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 323, 2009; Ord. 327, 2010; Ord. ___, 2012.]

4.10.090 Prohibition of cross-connections – Backflow prevention.

A. A cross-connection, or any type of connection which permits a back pressure or back siphonage from an outside source into the District's mains, is prohibited. A connection between recycled water and potable water lines is prohibited. If both recycled water and potable water lines are present at the customer's facilities, the customer shall install a backflow prevention device on the customer's potable water system. The District may require the customer to install a backflow prevention device approved by the District on the customer's side of the pertinent water meter(s), at the expense of the customer. The General Manager may reduce or suspend deliveries to any customer or other user of water if the General Manager determines that the customer or other user of water has failed to install and appropriately maintain required devices to protect the District's facilities, and that a substantial risk of damage exists, whether or not the customer's failure was willful or negligent.

B. A District water connection to a source of possible cross-connection or contamination from back pressure or back siphonage shall be provided with an approved backflow prevention device. The type of device required shall be as specified in the District's most current Standard Procedures, Specifications and Drawings, and an approved certified backflow testing organization recognized and accredited by the

California Department of Public Health pursuant to Health and Safety Code, Division 1, Part 2, Chapter 7.5, Section 1010 et seq.

C. The approved backflow prevention device shall be installed in conformance with the installation requirements contained in the District's most current Standard Procedures, Specifications and Drawings, and in a location accessible at all times to District personnel for inspection.

D. The costs of the approved backflow prevention device, its maintenance and inspection are the responsibility of the customer. Testing of the device must be performed by an approved backflow prevention device tester, who is on the District's current list of approved testers.

E. In a case where the water supply to a customer cannot be interrupted for backflow prevention device testing and maintenance, the District may require the customer to supply two backflow prevention devices of the same design and type in parallel.

F. A previously installed device which does not conform to current standards may remain in operation until such time as it requires replacement, any incidents of backflow have occurred, any changes are to be made to the premises it serves, or any change in use of the premises occurs. Should any one of the aforementioned events occur, the previously installed device shall be replaced with a current approved device. [Ord. 69, 1969; Ord. 118, 1975; Ord. 150, 1980; Ord. 273, 1997; Ord. 281, 1998; Ord. 327, 2010.]

4.10.100 Obstruction of water facilities prohibited.

No person shall place upon or about any District valve box, manhole, blowoff, air relief valve, water meter, meter box or vault, or any distribution or delivery facilities or appurtenances, any object, materials, debris, landscaping, planting or structure of any kind so as to prevent free access to said items, facilities, or appurtenances at all times. [Ord. 327, 2010.]

4.10.110 State laws.

For the protection of public water supplies, many offenses are, by state law, made misdemeanors for which the offender may be criminally prosecuted. These include, but are not necessarily limited to:

Section 374.7, Penal Code: Littering or dumping waste matter into any reservoir or other body of water.

Section 498, Penal Code: Diverting utility services, preventing a water meter from accurately measuring, tampering with District property, making an unauthorized connection or receiving water service through one of the preceding acts.

Section 592, Penal Code: Stealing water, taking water without authority or by making unauthorized connections.

Section 607, Penal Code: Injuring tanks, flumes, reservoirs, etc.

Section 624, Penal Code: Breaking, cutting or obstructing pipes, etc.

Section 625, Penal Code: Taking water after works have been closed or meter sealed.

Section 117000, Health and Safety Code: Fouling or polluting ponds and reservoirs.

In addition, the District may, under Sections 1882 through 1882.6 of the Civil Code, file suit in civil court to enjoin those who divert utility services, make an unauthorized reconnection, tamper with District property, or receive water service through one of the preceding activities, and/or to recover three times the amount of actual damages, plus the cost of the suit and reasonable attorney's fees. [Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.10.120 Suspension or termination of deliveries.

A. Whenever the General Manager determines maintenance of the District's facilities requires suspension of delivery of water at any point or points of connection or at any other location, such delivery may be suspended without liability on the part of the District; provided, except in cases of emergency, advance notice of such suspension of service shall be given in the manner, if any, required by law to the affected customer or customers. The District will attempt to schedule interruptions of service at such times as will provide the least inconvenience to the customer.

B. The General Manager may order the suspension or termination of water deliveries to any customer when any of the following conditions occur:

1. When so ordered by health or regulatory authorities having jurisdiction.

2. When, in the judgment of the General Manager:

a. The customer has failed to satisfy all requirements of the Dublin San Ramon Services District Code or has in any way endangered the public health and safety or the safety and integrity of the distribution facilities, or has violated a California Department of Health Services order or operating permit, a Regional Water Quality Control Board order, a recycled water use license, any California Department of Public Health reuse criteria, or any law, regulation, agreement, order, permit, guideline, or standard relative to water; or

b. The District is unable to deliver properly and adequately treated potable or recycled water, whether or not due to a shortage; or

c. The requirements of the California Department of Public Health, and any amending or superseding provisions related to the quality of potable water or recycled water, are not being met.

3. If the Regional Water Quality Control Board or other authority changes the requirements for treating or delivering recycled water to a level the District determines it cannot reasonably meet or cannot reasonably meet without costly additional treatment.

C. Water service shall not be reinstituted unless and until the General Manager determines that adequate measures or means have been taken by the user to comply with the Dublin San Ramon Services District Code, prevent recurrence of such endangerment or violation, or of any other such endangerment or violation. Water service shall be reinstituted at the customer's expense except when the service or wastewater collection was suspended for the reasons specified in subsection (B)(2)(b) of this section. [Ord. 327, 2010.]

4.10.130 Interference with District employees.

It shall be unlawful and a violation of this Code for any person to interfere with, harass, intimidate, or otherwise obstruct any employee, officer or agent of District in lawfully carrying out any duty under, or performing any act pursuant to this Code.[Ord. 323, 2009; Ord. ___, 2012.]

Chapter 4.40
RATES AND CHARGES

Sections:

4.40.010 Periodic fixed water service charges.
4.40.020 Water consumption rates.
4.40.030 Irrigation water.
4.40.040 Other fees and charges for water service.
4.40.050 Meter assembly and installation fees.
4.40.060 Change of meter location.
4.40.070 Backflow prevention administrative fee.
4.40.080 Fees and charges for use of temporary meter.
4.40.090 Fees and charges for use of construction water meter.
4.40.100 Payment for recycled water.
4.40.110 Billing – Obligation to pay for water delivered.
4.40.120 Collection of water charges by use of tax roll.
4.40.130 Payment by other governmental district or agency.
4.40.140 Collection for water deliveries.
4.40.150 Nonpayment of water bills – Late charges.
4.40.160 Submetering for tenants.
4.40.170 Meter testing – Charges.
4.40.180 Fines for successive violations of water use restrictions.

4.40.010 Periodic fixed water service charges.

A. Except as provided otherwise in this section, periodic fixed water service charges shall be in the amounts established by separate ordinance or resolution of the Board, and shall be based on the size of the water meter.

B. Periodic fixed water service charges shall commence on the date the customer purchases capacity rights in accordance with Chapter 3.60 DSRSDC, Service Capacity Allocation, or on the date the District's water distribution facilities are physically connected, through a water meter, to the property to be served, whichever is later, once an account is established under DSRSDC 4.40.040, Other fees and charges for water service. Periodic fixed water service charges shall continue to accrue throughout the entire period when water is immediately available irrespective of the quantity of water, if any, actually used.

Notwithstanding the foregoing, periodic fixed water service charges for water service furnished pursuant to DSRSDC 4.40.080, Fees and charges for use of temporary meter, or DSRSDC 4.40.090, Fees and charges for use of construction water meter, shall commence on the date the water meter is furnished to the customer; periodic fixed water service charges for water service furnished pursuant to DSRSDC 4.40.130, Payment by other governmental district or agency, shall accrue and be payable as agreed between the parties or as may be established by the Board of Directors from time to time.

C. Notwithstanding the foregoing, single-family dwellings that do not have separate fire service connections, but which are required, by the agency or department providing fire prevention and protective services, to install fire sprinkler systems that in turn necessitate the installation of a larger water meter (up to one inch in diameter) to provide sufficient flow to operate the sprinkler systems, shall pay the periodic fixed water service charges established for a 5/8-inch water meter.

D. Charges for service furnished during a portion of a billing period shall be prorated. The periodic fixed water service charges are payable in accordance with the District's billing cycle established for the property. [Ord. 69, 1969; Ord. 98, 1972; Ord. 118, 1975; Ord. 122, 1976; Ord. 123, 1976; Ord. 126, 1977; Ord. 148, 1979; Ord. 161, 1981; Ord. 194, 1984; Ord. 222, 1989; Ord. 226, 1989; Ord. 236, 1991; Ord. 243, 1991; Ord. 246, 1991; Ord. 256, 1993; Ord. 258, 1994; Ord. 263, 1995; Ord. 270, 1996; Ord. 273, 1997; Ord. 278, 1997; Ord. 305, 2004; Ord. 313, 2005; Ord. 327, 2010.]

4.40.020 Water consumption rates and water supply shortage rates.

A. In addition to the fixed service charge specified in DSRSDC 4.40.010, Periodic fixed water service charges, a water quantity use charge shall be in the amounts established by separate ordinance or resolution of the Board.

B. In addition to the water quantity use charge specified in DSRSDC 4.40.020.A, the Board, by separate resolution adopted after the appropriate notice is duly given, may from time to time establish different or additional water quantity use charges or other form of charges for excess use for each Stage of the Water Shortage Condition, which charges shall be applicable for the duration of the Stage, and shall go into effect on the date said Stage is declared by the Board or on any subsequent date established by the Board. [Ord. 69, 1969; Ord. 118, 1975; Ord. 122, 1976; Ord. 126, 1977; Ord. 148, 1979; Ord. 161, 1981; Ord. 170, 1981; Ord. 194, 1984; Ord. 207, 1986; Ord. 230, 1989; Ord. 236, 1991; Ord. 246, 1991; Ord. 252, 1993; Ord. 256, 1993; Ord. 258, 1994; Ord. 263, 1995; Ord. 268, 1995; Ord. 270, 1996; Ord. 273, 1997; Ord. 323, 2009; Ord. 327, 2010; Ord. ___, 2012.]

4.40.030 Irrigation water.

Rates for irrigation water shall be as set forth pursuant to DSRSDC 4.40.010, Periodic fixed water service charges, and 4.40.020, Water consumption rates. Irrigation water shall be separately metered, since consumption of irrigation water is excluded from computation of water use in assessing wastewater rates as provided in DSRSDC 5.30.050, Flow meter(s), deduct meter(s) and/or other measuring device(s). [Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.40.040 Other fees and charges for water service.

A. New Accounts. There shall be a charge, in an amount established by separate ordinance or resolution of the Board, based on the service classification, for establishing a new account, including transferring one account from one address to another, or reestablishing an account within a 12-month period for a customer who is current in all payments to the District. No charge is imposed for changing the name under which an account is billed when the same person remains responsible for payment.

B. Charges. Except where prohibited by law, charges for services rendered in connection with water service, including but not limited to the following categories of services, shall be established in the respective amount established by separate ordinance or resolution of the Board, based on the service classification:

1. Service termination.

2. Service reinstatement.

3. Charge for unpaid returned checks.

4. Trim charge.

5. Hand-delivered notifications.

6. Broken lock.

7. Meter removal.

8. Meter reinstall.

9. Curb stop repair.

C. Deposit.

1. The District may, based on a customer's inability or unwillingness to satisfy the District as to his or her identity, require a deposit in accordance with the identity theft red flag rules under the Fair and Accurate Transactions Act of 2003.

2. The District may, based on questions about a customer's creditworthiness, which may include but is not limited to a prior discontinuance of water service for failure to pay rates and charges, require a deposit in an amount equal to the average amount billed for two billing cycles based on the pertinent account type or user classification.

D. Recovery of Cost of Activities to Correct Violations or to Conserve Water

1. During Stage 3 or 4 Stage Water Shortage Conditions or during a Water Emergency, there shall be a charge, in an amount determined by the General Manager, to recover from a specific water customer or user of the District water system or person found by General Manager to be in violation of the provisions of this Code, the actual costs of investigation of violations, labor, materials, and equipment used to correct violations of, or to implement or enforce, mandatory water conservation prohibitions or restrictions, including without limitation, costs for:

a. installation of flow restricting devices,

b. effecting lockout and reestablishment of service, and

c. installation of sub-meters.

2. Prior to taking any of the actions authorized by DSRSDC 4.40.040.D, the water customer or user shall, except in the case of a Water Emergency, be given twenty-four hours' advance written notice by the District of the schedule for and the nature of the action(s) that may be taken, and of the District's authority to recover the actual cost of the action(s). [Ord. 69, 1969; Ord. 118, 1975; Ord. 148, 1979; Ord. 212, 1987; Ord. 247, 1992; Ord. 273, 1997; Ord. 299, 2003; Ord. 305, 2004; Ord. 323, 2009; Ord. 327, 2010; Ord. ___, 2012.]

4.40.050 Meter assembly and installation fees.

The fee for meter assembly and installation shall be as established by separate ordinance or resolution of the Board, based on the size of service and water meter and installation labor cost. [Ord. 69, 1969; Ord. 114, 1975; Ord. 118, 1975; Ord. 133, 1978; Ord. 156, 1980; Ord. 174, 1982; Ord. 198, 1985; Ord. 270, 1996; Ord. 273, 1997; Ord. 327, 2010.]

4.40.060 Change of meter location.

A water meter may be moved at the request of a customer from one location to another on the property upon payment of meter assembly fee and the cost of a new service installation, including the cost of materials and labor charge for reinstallation of the meter assembly in the new location. Such charges are as established by separate ordinance or resolution of the Board. [Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.40.070 Backflow prevention administrative fee.

A backflow prevention device maintenance administrative fee, for each such device, shall be established by separate ordinance or resolution of the Board, based on the size of the device. [Ord. 69, 1969; Ord. 98, 1972; Ord. 118, 1975; Ord. 122, 1976; Ord. 123, 1976; Ord. 126, 1977; Ord. 148, 1979; Ord. 161, 1981; Ord. 194, 1984; Ord. 222, 1989; Ord. 226, 1989; Ord. 236, 1991; Ord. 243, 1991; Ord. 246, 1991; Ord. 256, 1993; Ord. 258, 1994; Ord. 263, 1995; Ord. 270, 1996; Ord. 273, 1997; Ord. 278, 1997; Ord. 305, 2004; Ord. 313, 2005; Ord. 327, 2010.]

4.40.080 Fees and charges for use of temporary meter.

A. A temporary water meter is one which, although installed at a fixed location, is not intended for use for longer than one year. Under no circumstances shall a temporary water meter remain in place and in operation for a period longer than three years. For each such temporary service connection, the applicant shall pay a deposit, pursuant to subsection (C) of this section. There shall be an additional charge for breaking a seal on a water meter in the amount established by separate ordinance or resolution of the Board, based on the size of the water meter.

B. In addition to the other charges described in this section, the applicant shall pay the periodic fixed water service charges pursuant to DSRSDC 4.40.010, Periodic fixed water service charges, for the entire period when water is immediately available irrespective of the quantity of water used, if any, and shall pay

the water quantity use charges pursuant to DSRSDC 4.40.020, Water consumption rates, for all water furnished through each temporary water meter.

C. A deposit shall be paid at the time of application for a temporary water meter in an amount equal to the estimated cost of replacement of the meter assembly. Upon termination of service and return of the meter assembly to the District, the District shall refund the deposit, less the amounts as established by separate ordinance or resolution duly adopted from time to time by the Board, for installation and removal of the meter assembly, office expenses, actual costs for necessary repairs to, or replacement of, the meter assembly, and amounts due and owing for water service. The District shall then refund the deposit, less the amounts established by separate ordinance or resolution of the Board for services including but not limited to the following activities:

1. For installation and removal of the meter assembly;

2. Office expenses;

3. Actual costs for necessary repairs to, or replacement of, the meter assembly; and

4. Amounts due and owing for water service. [Ord. 69, 1969; Ord. 114, 1975; Ord. 118, 1975; Ord. 148, 1979; Ord. 247, 1992; Ord. 273, 1997; Ord. 299, 2003; Ord. 305, 2004; Ord. 327, 2010.]

4.40.090 Fees and charges for use of construction water meter.

A. Residential. Construction water for use inside residential single-family subdivision housing units prior to occupancy is available upon payment of a flat rate fee in an amount established by separate ordinance or resolution of the Board.

B. Nonresidential. Construction water for all other uses shall be taken only through a District-supplied construction water meter. Such meter assemblies for connection to fire hydrants are available for use in accordance with the requirements set forth with the following requirements and subject to fees, rates, and charges which shall be established by separate ordinance or resolution:

1. A deposit charge shall be collected, based on the size of the construction water meter, for providing a meter assembly for fire hydrant connection.

2. A periodic rental charge shall be collected for the use of the water meter for the period of time issued equal to the periodic service charge for a similar size water meter in accordance with DSRSDC 4.40.010, Periodic fixed water service charges.

3. A field tracing charge shall be collected each time a water meter user fails to present the water meter for reading, as required.

4. A penalty charge shall be collected for tampering with the meter assembly.

5. Except as noted above in subsection (A) of this section, Residential, the quantity charge for construction water meters is that established pursuant to DSRSDC 4.40.020, Water consumption rates, for potable water (classified as irrigation service) or recycled water, whichever is delivered through the construction meter.

6. Initial charge for account setup shall be collected.

7. Upon return of the water meter, the deposit required in this section shall be refunded, less any unpaid charges under subsection (B) of this section, Nonresidential, and less the cost of necessary repair or replacement of the meter assembly.

C. In addition to the other charges described in this section, the applicant shall pay the water quantity use charges pursuant to DSRSDC 4.40.020, Water consumption rates, for all water furnished through each temporary water meter. [Ord. 118, 1975; Ord. 122, 1976; Ord. 126, 1978; Ord. 148, 1979; Ord. 174, 1982; Ord. 194, 1984; Ord. 211, 1987; Ord. 226, 1989; Ord. 270, 1996; Ord. 273, 1997; Ord. 313, 2005; Ord. 327, 2010.]

4.40.100 Payment for recycled water.

Each customer to whom recycled water is delivered shall pay the periodic fixed water service charges referenced in DSRSDC 4.40.010, Periodic fixed water service charges, and pay a water quantity use charge referenced in DSRSDC 4.40.020, Water consumption rates, in the respective amounts established by separate ordinance or resolution of the Board for recycled water.

Recycled water use inside and outside of buildings shall be separately metered. Separately metered recycled water used for irrigation shall be excluded from computation of water use in assessing sewerage rates as provided in Chapter 5.30 DSRSDC, Rates and Charges. [Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.40.110 Billing – Obligation to pay for water delivered.

The District shall bill customers for water delivered to them. It shall be the obligation of the customer to pay for all water delivered to any point of connection, or to the customer, in the case of delivery to customers who are water purveyors or truck haulers. The District shall bill the customer for all water so delivered, and the customer shall pay the District for all such water so delivered at the rate or rates established from time to time by separate ordinance or resolution of the Board. [Ord. 327, 2010.]

4.40.120 Collection of water charges by use of tax roll.

The District may elect to use the tax roll for the collection of water service charges and fees or charges for other services related to water service, whether delinquent or not, for collection with and at the same time and in the same manner as property taxes. When the District elects to have its water service charges (and fees or charges for other services related to water service) collected on the tax roll in the same manner as property taxes, the proceedings shall be those set forth in Section 5473 of the California Health and Safety Code or those set forth in Section 61115(b) of the California Government Code. [Ord. 158, 1980; Ord. 273, 1997; Ord. 327, 2010.]

4.40.130 Payment by other governmental district or agency.
The Board of Directors may establish a different water payment and billing plan for other governmental districts or agencies. [Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.40.140 Collection for water deliveries.
A. Bills are due upon receipt and past due 30 days from the billing date.

B. For nonresidential customers, the District shall not be required to provide notice of delinquency but will provide notice in the manner required by law prior to termination of service for nonpayment.

C. For residential customers, the District shall provide notice of the delinquency and impending termination in the manner required by law prior to termination of service for nonpayment.

D. Once notice is duly given, discontinuance of service is governed by DSRSDC 1.50.030, Discontinuance of services. [Ord. 327, 2010.]

4.40.150 Nonpayment of water bills – Late charges.
Late charges are governed by DSRSDC 1.50.010, Assessment of late charges. [Ord. 69, 1969; Ord. 118, 1975; Ord. 158, 1980; Ord. 205, 1986; Ord. 212, 1987; Ord. 269, 1996; Ord. 273, 1997; Ord. 327, 2010.]

4.40.160 Submetering for tenants.
Customers receiving water from the District shall be permitted to monitor the water usage of their commercial or residential tenants. Customers may pass on to their tenants the actual cost of water used by said tenants but in no event may charge their tenants an amount in excess of the actual water cost. However, customers shall be permitted to assess their tenants a nominal charge to cover the cost to administer the allocation of the costs of the water used by the tenants. The District may, but is not obligated to, investigate any charges alleged to be in excess of the actual water cost. [Ord. 327, 2010.]

4.40.170 Meter testing – Charges.
A. Over-Registering Meter. If on such examination and test pursuant to DSRSDC 4.10.040(D)(1), Testing Initiated by Customer, or (D)(2), Testing Initiated by District, the water meter shall be found to over-register water by three percent or more, an adjustment of the customer's water bill may be made by the District, and the water meter shall be replaced. No adjustment shall be made for any billing period more than six months preceding the date of the water meter test except in the discretion of the General Manager upon a showing of due diligence.

B. Meter Accurate to Within Three Percent. If the water meter is tested in response to a request from a customer pursuant to DSRSDC 4.10.040(D)(1), Provision of water service, and is not found to over-register water by three percent or more, the customer shall pay the full cost of the procedures as established by the District, and the customer's water bill shall not be adjusted by the District. If the water meter is tested other than in response to a request from a customer pursuant to DSRSDC 4.10.040(D)(1), Provision of water service, and is not found to under-register water by three percent or more, the District

shall bear the full cost of the procedures, and the customer's water bill shall not be adjusted by the District.

C. Under-Registering Meter. If on such examination and test the water meter shall be found to under-register water by three percent or more, an adjustment of the customer's water bill shall be made by the District, and the water meter shall be replaced. No adjustment shall be made for any billing period more than six months preceding the date of the water meter test except in the discretion of the District upon a showing of due diligence. [Ord. 69, 1969; Ord. 118, 1975; Ord. 148, 1979; Ord. 247, 1992; Ord. 273, 1997; Ord. 327, 2010.]

4.40.180 Fines for successive violations of water use restrictions.

The Board, by separate resolution adopted after the appropriate notice is given, may from time to time establish a progressive schedule of fines to be levied against District water customers and users for successive violations of water use restrictions established in Stage 3 and Stage 4 as defined in DSRSDC 4.10.010 . Written notice of any fine that is to be levied by the District on a specific District water customer or user shall be given at the time the violation is identified by District. The fine shall be assessed within 10 days of violation. If the fine is not paid within 30 days of assessment, the fine shall be added on the customer's next regular water bill. [Ord. 323, 2009; Ord. ___, 2012.]

ORDINANCE NO. 350

AN ORDINANCE OF DUBLIN SAN RAMON SERVICES DISTRICT AMENDING SECTIONS 4.10.010, 4.10.020, 4.10.030, 4.20.010 OF THE DISTRICT CODE AND ADDING SECTIONS 4.20.030, 4.20.040, 4.20.050, 4.20.060 TO THE DISTRICT CODE TO UPDATE WATER EMERGENCY AND WATER SHORTAGE EMERGENCY PROVISIONS

WHEREAS, on June 15, 2021, the Board adopted the District's 2020 Urban Water Management Plan and Water Shortage Contingency Plan (WSCP) defining six water shortage stages ranging from 10 percent to over 50 percent shortages conforming with the state's required stages and providing appropriate District shortage response actions at each stage; and

WHEREAS, the Board wishes to update the District Code for consistency with the adopted Water Shortage Contingency Plan water shortage stages and provide more detail on the water use restrictions at each water shortage stage; and

WHEREAS, the Water Shortage Contingency Plan water shortage stages provided for herein shall supersede any conflicting provisions previously approved by any prior ordinance, resolution, or other action of the Board of Directors; and

WHEREAS, the addition of Sections 4.20.030, 4.20.040, 4.20.050, 4.20.060 to District Code Chapter 4.20, and related revisions to Chapter 4.10, allows for information related to water emergencies and water shortage emergencies to be segregated into individual sections making it easier to locate and more transparent to the public.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Dublin San Ramon Services District as follows:

1. Chapter 4.10 of the District Code, entitled "General Use Regulations and Protective Measures," is hereby amended as provided for in Exhibit "A," which is attached hereto and incorporated herein as if fully set forth. Notwithstanding the preceding sentence, wherever a provision of the new Chapter 4.10 is substantially the same as the previous version of Chapter 4.10, the provision shall be deemed to be a continuation of the previous version of the provision and not a new enactment.

2. Chapter 4.20 of the District Code, entitled "Potable Water General Use Regulations and Protective Measures," is hereby amended as provided for in Exhibit "B," which is attached hereto and incorporated herein as if fully set forth. Notwithstanding the preceding sentence, wherever a provision of the new Chapter 4.20 is substantially the same as the previous version of Chapter 4.20, the provision shall be deemed to be a continuation of the previous version of the provision and not a new enactment.

3. The General Manager, or the person or persons to whom such task may from time to time be delegated, is further authorized and directed to make further non-substantive administrative changes for publishing the District Code, as approved by District General Counsel, to Chapters 4.10 and 4.20, as respectively set forth in Exhibit "A" and Exhibit "B" (including revisions in formatting as may be suggested by the publisher) for consistency and ease of reference within sixty (60) days from date of adoption.

4. This Ordinance shall become effective and operative thirty (30) days after its adoption.

5. Except as may be otherwise provided for in Section 1 and 2 herein and upon this Ordinance becoming effective and operative, this Ordinance, and the water shortage stages described in Exhibit "A" and Exhibit "B" shall supersede in full all previously approved water shortage states, and actions described therein, previously approved by any prior ordinance, resolution, or other action of the Board of Directors.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 21st of September, 2021, by the following vote:

AYES: 5 – Directors Georgean M. Vonheeder-Leopold, Arun Goel, Marisol Rubio, Richard M. Halket, Ann Marie Johnson

NOES: 0

ABSENT: 0

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

Chapter 4.10
GENERAL USE REGULATIONS AND PROTECTIVE MEASURES

Sections:

4.10.010 Definitions.
4.10.020 Purpose and policy.
4.10.030 Regulation of water usage.
4.10.040 Provision of water service.
4.10.050 Account required for service.
4.10.060 Point of delivery – Responsibility for handling and risk of loss.
4.10.070 Ownership of and access to mains, water meters and service lines.
4.10.080 Damage to District facilities or property.
4.10.090 Prohibition of cross-connections – Backflow prevention.
4.10.100 Obstruction of water facilities prohibited.
4.10.110 State laws.
4.10.120 Suspension or termination of deliveries.
4.10.130 Interference with District employees.

4.10.010 Definitions.

In the construction of this title, the general definitions set forth in DSRSDC 1.20.080, Definitions, shall apply except where contrary definitions are set forth in this chapter or as otherwise stated in DSRSDC 1.20.080, Definitions. The following definitions shall apply to this title, unless such definitions would be inconsistent with the manifest intent of the Board of Directors or the context clearly requires otherwise.

"**Alameda County Environmental Management Department (Alameda County EMD)**" refers to the local health protection agency for most areas of Alameda County.

"**Approved backflow prevention device**" means a device that has been approved by the California Department of Health Services and is on the District's current list of approved backflow prevention devices.

"**Approved backflow prevention device tester**" means a tester who possesses a current and valid American Water Works Association (AWWA) certificate as a general backflow prevention device tester.

"**Approved use**" means an application of recycled water in a manner, and for a purpose, designated in a recycled water use license issued by the District and in compliance with all applicable regulatory agency requirements.

"**Back pressure**" means the flow of water or other liquid, mixture or substances under pressure into the District's potable water distribution system caused by a higher pressure in the customer's facilities relative to the pressure in the District's facilities.

"**Back siphonage**" means the flow of water or other liquid, mixture or substances from the customer's facilities into the District's water distribution system, caused by a sudden pressure drop in the District's facilities.

"**Contra Costa County Environmental Management Department (Contra Costa County EMD)**" refers to the local health protection agency for most areas of Contra Costa County.

"**Greenbelt areas**" means the area that includes, but is not limited to, golf courses, cemeteries, parks, and landscaping.

"**Normal supply conditions**" means that District water supplies are adequate or more than adequate to meet the ordinary demands and requirements of District's water customers and users for that year and for a reasonable planning time horizon.

"**On-site supervisor**" means the customer's representative, who is available to the District at all times, has the authority to carry out any requirements of the District, and is responsible for the installation, operation and maintenance of the recycled and potable water systems. The on-site supervisor is also responsible for prevention of potential hazards.

"**Recycled water use license**" means a license issued by the District to the customer, which outlines monitoring, self-inspection, reporting, and site-specific requirements, as required by the California Regional Water Quality Control Board. This license allows the customer to use recycled water in accordance with the Dublin San Ramon Services District Code, standards, ordinances, policies, guidelines and all applicable regulatory agency requirements.

"**Secondary effluent**" means treated wastewater that meets the requirements of the District NPDES discharge permit governing wastewater disposal, as it may be amended from time to time.

"**State of California Department of Public Health (state DPH)**" refers to the State of California Department of Public Health, Division of Drinking Water and Environmental Management – San Francisco District.

4.10.020 Purpose and policy.

This title sets forth uniform requirements for the use of water, potable and recycled, furnished by the District. The objectives of this title are to:

A. Prevent a public hazard, public nuisance or other condition detrimental to the public health, welfare and safety, or detrimental to the environment, from developing from or in connection with the distribution of water.
B. Prevent the introduction of contaminants into the District's water system.
C. Maintain conformance to regulatory requirements regarding water use.
D. Provide for fees that equitably distribute the cost of operation, maintenance, and improvement of the District's water system to those who benefit.

This chapter shall govern the use of all water furnished by the District and shall apply to all users thereof. The District may establish classes of service and may change such classifications as circumstances warrant, in the District's sole discretion. This chapter provides for monitoring, compliance and enforcement activities resulting from or in connection with the use of water furnished by the District; and provides for the setting of rates, charges and fees for the equitable distribution of costs resulting from the District's water system. [Ord. 329, 2012. Prior legislation: Ord. 298, 2003; Ord. 327, 2010.]

4.10.030 Regulation of water usage.

A. All water furnished by the District or used within the water service area of the District shall be subject to the regulations set forth in this title, in this chapter, and other provisions of this code

from time to time in effect except those that are determined by the General Manager to be inapplicable. By applying for or receiving water service from the District, each user of water furnished by the District covenants and agrees to comply with and to be bound by such regulations.

B. The District Engineer and the officers and agents of the District shall have unrestricted access at reasonable hours to all premises to which the District provides services to inspect water facilities, meters or other measuring apparatus, and to see that the rules and regulations of the District regarding the installation of water facilities, the taking and use of water are being observed.

C. No person, except one authorized by the District, shall turn on or turn off the water at any connection or open or close any gate valve or other device for regulating the flow measurement of water on the water mains or other District facilities.

D. No customer or other user of the District's water system shall use, or permit the use of, water for service to or upon any land other than that described in, and permitted under, the application made by the customer or user for water service. In addition, the use of the water connection is limited to the units covered by the water service application. Continued use of water in violation of this section after notice given in the manner, if any, required by law to the customer may result in discontinuance of water service.

E. Except as provided in DSRSDC 4.40.160, Submetering for tenants, no customer within the District boundaries may enter into a contract to resell any water purchased from the District without the special permission of the Board, and, except as provided in DSRSDC 4.40.160, Submetering for tenants, the price of any water to be sold shall be at no more than the rate for such service fixed by the Board. The District shall have the right but not the duty to audit the records of anyone reselling water purchased from the District. No customer outside of the District will be permitted to resell water purchased from the District under any condition. Continued sales of water after service of notice by registered mail to the customer may result in discontinuance of water service.

4.10.040 Provision of water service.

A. Service Delivery. The District shall undertake to deliver a continuous and sufficient supply of water of suitable quality within a pressure range sufficient for its efficient utilization by its customers. By accepting water service from the District, water customers are deemed to have accepted all conditions of water quality, pressure, and flow. The District makes no warranty, express or implied, about any aspect of such service and shall not be liable for interruptions in supply or variations in water quality or pressure. To the extent practical, the District shall undertake to give advance notice of such interruptions or variations. The District reserves the right at any time to shut off delivery for the purpose of maintaining, repairing, altering, or changing the size of its facilities.

B. Water Pressure. The District Engineer shall from time to time establish water pressure ranges for all customers, and the District shall undertake to furnish water within the range thus established. In accepting water, water customers are deemed to have accepted all conditions of pressure and flow. In circumstances where, as solely and conclusively determined by the District Engineer, it is not reasonably feasible to provide service within the pressure range as thus determined, the District may furnish water service on the additional terms and conditions described in the following sentence. To obtain water service in such circumstances, each customer shall install and maintain, at his or her sole expense, a pump or other pressure-adjusting device and such other facilities sufficient to maintain pressure within an acceptable

pressure range at each intended point of use, and shall present to the District appropriate evidence of the installation.

C. Water Meter Reading. Water meters shall be read by the District on a regular basis, usually bimonthly. Special meter readings may be taken because of change of customer, changes of water meter or water meter size, or at other times as determined necessary by the District. The District shall estimate the quantity of water used in whatever manner it considers most appropriate if a water meter cannot be read or in the event that a water meter has not registered or has registered incorrectly.

D. Water Meter Testing.

1. Testing Initiated by Customer. Any customer may request that the water meter be examined and tested by the District for the purpose of ascertaining whether it is registering correctly, if the customer believes the water meter is over-registering the amount of water being delivered. The procedures therefor shall be as established by the District. Cost of testing and adjustment of charges for water meters shall be in accordance with DSRSDC 4.40.170, Meter testing – Charges.
2. Testing Initiated by District. The water meter may be examined and tested by the District for the purpose of ascertaining whether or not it is registering correctly. The procedures therefor shall be as established by the District. Cost of testing and adjustment of charges for water meters shall be in accordance with DSRSDC 4.40.170, Meter testing – Charges. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.10.050 Account required for service.

A. Need for an Account. Except as provided in DSRSDC 4.30.070, Sale of recycled water at recycled water treatment facilities, the District shall furnish water only to a customer who has a current account, including a current address and the name of the person responsible for making payments on the account.

B. Requests for Water Service. Approval of an application for service in accordance with Chapter 3.40 DSRSDC, Application for Services, is required to initiate service for the first time to a particular parcel. Requests for water service to parcels that have previously received water service shall be made during the District office's regular posted business hours. In case of an emergency (as determined by the District), the District shall accept requests during nonregular business hours.

C. Need for Water Meter. Water service will be provided only through a water meter assigned to a particular account. A water meter may be moved by the District at the request of a customer from one location to another on the property, upon payment of the cost of a new meter assembly fee in accordance with DSRSDC 3.70.060, Meter assembly installation fee – Water, plus a labor and materials charge for reinstallation of the meter assembly in the new location.

D. Reinstatement. If the District, for any reason authorized by this code or by applicable law, terminates water service, service shall not be reestablished until all charges described in Chapter 4.40 DSRSDC, Rates and Charges, have been paid for services rendered by the District with respect to the premises for which service has been terminated.

E. Liability of Owner and Tenant. An owner, tenant, or other user of property with respect to which such charges are delinquent are jointly and severally liable for payment to the fullest extent permitted by law. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 118, 1975; Ord. 148, 1979; Ord. 212, 1987; Ord. 238, 1991; Ord. 239, 1991; Ord. 247, 1992; Ord. 273, 1997; Ord. 299, 2003; Ord. 327, 2010.]

4.10.060 Point of delivery – Responsibility for handling and risk of loss.

A. The point of delivery of water delivered by the District shall, except as set forth in the next sentence, be the discharge side of the District's water meter, or at the point of connection of a fire service line to the District's water main. The District Engineer shall determine, in his or her discretion, the point of delivery of water that does not pass through a water meter.

B. The District is responsible for the handling and transmission of water up to the designated point of delivery of water to the customer. Each customer shall bear the risk of loss, and shall be responsible for the carriage, control, handling, storage, distribution and use of all water furnished by the District from and beyond the point of delivery.

C. By applying for or receiving water service from the District, each customer served by the District shall hold the District harmless from any damage suffered by the District and shall indemnify the District from liability or claim of liability for property damage or personal injury, including death, resulting from the carriage, control, handling, storage, distribution or use of water after it passes the point of delivery.

D. By applying for or receiving water service from the District, each customer served by the District agrees that the District and its officers, agents, or employees shall not be liable for damages resulting from the control, carriage, handling, use, disposal, or distribution of water supplied by the District to a customer, after such water has been delivered to the point of connection of such customer, or in the case of delivery to customers who are water purveyors or truck haulers, after such water has left the District's distribution facilities. [Ord. 329, 2012. Prior legislation: Ord. 327, 2010.]

4.10.070 Ownership of and access to mains, water meters and service lines.

A. The District retains the ownership of water mains, water meters, and connecting service lines on the "upstream" (street) side of the water meter. The customer owns, operates, and maintains all water piping and appurtenances on the customer side of the water meter, including backflow prevention device, pressure-regulating valve, and shut-off valve. For services to fire sprinkler systems, the customer owns water piping from the point of connection of the fire service at the water main, downstream of the isolation valve, to the building structure. No additional charge will be made upon change of ownership of the property unless the character of the service is changed.

B. A fire hydrant on a District main is the property of the District. The cost of installation or removal is the responsibility of the property owner who requests such installation or removal, except by prior specific agreement with the District.

C. The District shall provide a shut-off valve on the District's side of the water meter. The property owner shall install, for his ordinary usage and at his own expense, a shut-off valve and/or a pressure-regulating valve on the property side of the water meter. The property owner's shut-off valve and/or pressure-regulating valve shall not be installed within the District's meter box.

D. The General Manager and other officers, employees, and agents of the District shall have unrestricted access to all District facilities described in this section, and to premises to which water service is supplied by the District, and may periodically inspect the supply system, water meters or other measuring apparatus to see that the rules and regulations of the District regarding the taking, use or waste of water are being observed. General penalties and other provisions for enforcement of violations of the Dublin San Ramon Services District Code are set forth in Chapter 1.30 DSRSDC, Enforcement.

E. Operation and inspection of all of the District facilities, up to and including the water meter, shall be under the management and control of the District. No persons except authorized employees, agents, or contractors of the District shall have the right to enter upon, inspect,

operate, adjust, change, alter, move, or re-locate any portion of the District facilities or any of the District's property.

F. The District is the sole owner of the District facilities, and of equipment, supplies, warranties, rights-of-way, encroachment permits, and licenses that are acquired therefor. Water meters shall be owned by the District. All facilities on the customer side of the point of connection to the water meter shall be owned, operated, and maintained by the water customer. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 90, 1971; Ord. 118, 1975; Ord. 129, 1977; Ord. 273, 1997; Ord. 327, 2010.]

4.10.080 Damage to District facilities or property.

A. No user of water from the District's water system shall create conditions that result in damage to or reduced life of the District's distribution facilities, or impairment of water quality in the District's system. Customers or other users of water from the District's water system shall reimburse the District for costs of repair to the District facilities and other damages resulting from the operations or other activities of the customer.

B. It shall be unlawful and a violation of this Code for any person to tamper with, alter, destroy, or otherwise render inoperative any flow restricting device, service valve, meter, hydrant, or any other water system facility, equipment or device installed, operated or maintained by District. Any damage occurring to a water meter or other appliances, including without limitation flow restricting device, service valve, hydrant, or any other water system facility, equipment or device, pipes or any other property of the District caused directly or indirectly by lack of due care by the customer is the sole responsibility of the customer, who must pay for the damage on presentation of a bill.

C. Before beginning planting operations or construction work, the owner or his or her agent shall ascertain from the District Engineer the location of mains, structures, and other facilities belonging to the District. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.10.090 Prohibition of cross-connections – Backflow prevention.

A. A cross-connection, or any type of connection which permits a back pressure or back siphonage from an outside source into the District's mains, is prohibited. A connection between recycled water and potable water lines is prohibited. If both recycled water and potable water lines are present at the customer's facilities, the customer shall install a backflow prevention device on the customer's potable water system. The District may require the customer to install a backflow prevention device approved by the District on the customer's side of the pertinent water meter(s), at the expense of the customer. The General Manager may reduce or suspend deliveries to any customer or other user of water if the General Manager determines that the customer or other user of water has failed to install and appropriately maintain required devices to protect the District's facilities, and that a substantial risk of damage exists, whether or not the customer's failure was willful or negligent.

B. A District water connection to a source of possible cross-connection or contamination from back pressure or back siphonage shall be provided with an approved backflow prevention device. The type of device required shall be as specified in the District's most current Standard Procedures, Specifications and Drawings, and an approved certified backflow testing organization recognized and accredited by the California Department of Public Health pursuant to Health and Safety Code, Division 1, Part 2, Chapter 7.5, Section 1010 et seq.

C. The approved backflow prevention device shall be installed in conformance with the installation requirements contained in the District's most current Standard Procedures, Specifications and Drawings, and in a location accessible at all times to District personnel for inspection.
D. The costs of the approved backflow prevention device, its maintenance and inspection are the responsibility of the customer. Testing of the device must be performed by an approved backflow prevention device tester, who is on the District's current list of approved testers.
E. In a case where the water supply to a customer cannot be interrupted for backflow prevention device testing and maintenance, the District may require the customer to supply two backflow prevention devices of the same design and type in parallel.
F. A previously installed device which does not conform to current standards may remain in operation until such time as it requires replacement, any incidents of backflow have occurred, any changes are to be made to the premises it serves, or any change in use of the premises occurs. Should any one of the aforementioned events occur, the previously installed device shall be replaced with a current approved device. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 118, 1975; Ord. 150, 1980; Ord. 273, 1997; Ord. 281, 1998; Ord. 327, 2010.]

4.10.100 Obstruction of water facilities prohibited.
No person shall place upon or about any District valve box, manhole, blowoff, air relief valve, water meter, meter box or vault, or any distribution or delivery facilities or appurtenances, any object, materials, debris, landscaping, planting or structure of any kind so as to prevent free access to said items, facilities, or appurtenances at all times. [Ord. 329, 2012. Prior legislation: Ord. 327, 2010.]

4.10.110 State laws.
For the protection of public water supplies, many offenses are, by state law, made misdemeanors for which the offender may be criminally prosecuted. These include, but are not necessarily limited to:
Section 374.7, Penal Code: Littering or dumping waste matter into any reservoir or other body of water.
Section 498, Penal Code: Diverting utility services, preventing a water meter from accurately measuring, tampering with District property, making an unauthorized connection or receiving water service through one of the preceding acts.
Section 592, Penal Code: Stealing water, taking water without authority or by making unauthorized connections.
Section 607, Penal Code: Injuring tanks, flumes, reservoirs, etc.
Section 624, Penal Code: Breaking, cutting or obstructing pipes, etc.
Section 625, Penal Code: Taking water after works have been closed or meter sealed.
Section 117000, Health and Safety Code: Fouling or polluting ponds and reservoirs.

In addition, the District may, under Sections 1882 through 1882.6 of the Civil Code, file suit in civil court to enjoin those who divert utility services, make an unauthorized reconnection, tamper with District property, or receive water service through one of the preceding activities, and/or to recover three times the amount of actual damages, plus the cost of the suit and reasonable attorney's fees. [Ord. 329, 2012. Prior legislation: Ord. 69, 1969; Ord. 118, 1975; Ord. 273, 1997; Ord. 327, 2010.]

4.10.120 Suspension or termination of deliveries.
A. Whenever the General Manager determines maintenance of the District's facilities requires suspension of delivery of water at any point or points of connection or at any other location, such delivery may be suspended without liability on the part of the District; provided, except in cases of emergency, advance notice of such suspension of service shall be given in the manner, if any, required by law to the affected customer or customers. The District will attempt to

schedule interruptions of service at such times as will provide the least inconvenience to the customer.

B. The General Manager may order the suspension or termination of water deliveries to any customer when any of the following conditions occur:
    1. When so ordered by health or regulatory authorities having jurisdiction.
    2. When, in the judgment of the General Manager:
        a. The customer has failed to satisfy all requirements of the Dublin San Ramon Services District Code or has in any way endangered the public health and safety or the safety and integrity of the distribution facilities, or has violated a California Department of Health Services order or operating permit, a Regional Water Quality Control Board order, a recycled water use license, any California Department of Public Health reuse criteria, or any law, regulation, agreement, order, permit, guideline, or standard relative to water; or
        b. The District is unable to deliver properly and adequately treated potable or recycled water, whether or not due to a shortage; or
        c. The requirements of the California Department of Public Health, and any amending or superseding provisions related to the quality of potable water or recycled water, are not being met.
    3. If the Regional Water Quality Control Board or other authority changes the requirements for treating or delivering recycled water to a level the District determines it cannot reasonably meet or cannot reasonably meet without costly additional treatment.

C. Water service shall not be reinstituted unless and until the General Manager determines that adequate measures or means have been taken by the user to comply with the Dublin San Ramon Services District Code, prevent recurrence of such endangerment or violation, or of any other such endangerment or violation. Water service shall be reinstituted at the customer's expense except when the service or wastewater collection was suspended for the reasons specified in subsection (B)(2)(b) of this section. [Ord. 329, 2012. Prior legislation: Ord. 327, 2010.]

4.10.130 Interference with District employees.

It shall be unlawful and a violation of this Code for any person to interfere with, harass, intimidate, or otherwise obstruct any employee, officer or agent of District in lawfully carrying out any duty under, or performing any act pursuant to this Code. [Ord. 329, 2012.]

Chapter 4.20
POTABLE WATER USE REGULATIONS AND PROTECTIVE MEASURES

Sections:

4.20.010 Purpose and policy.
4.20.020 Provision of potable water service.
4.20.030 Prohibition of water waste.
4.20.040 Water emergencies and shortages.
4.20.050 Water use violations and enforcement.
4.20.060 Definitions.

4.20.010 Purpose and policy.

This chapter sets forth uniform requirements, in addition to those set forth in Chapter 4.10 DSRSDC, General Use Regulations and Protective Measures, for the use of water furnished from the District's potable water system. The objectives of this chapter are to:

A. Maintain conformance to regulatory requirements regarding potable water use.
B. Limit use of water furnished by the District to what is reasonable and beneficial under the circumstances, to prevent the waste of water and to promote conservation of potable water.

This chapter shall govern all use of potable water furnished by the District. This chapter provides for monitoring, compliance and enforcement activities resulting from the use of potable water furnished by the District. [Ord. 327, 2010.]

4.20.020 Provision of potable water service.

Water furnished from the District's potable water system is subject to the following provisions in addition to the provisions set forth in DSRSDC 4.10.050, Account required for service, which apply to all water service furnished by the District.

A. Pursuant to the affirmative vote on Measure K directing the District to initiate fluoridation of the District's potable water supply in the November 5, 1974, general election, and the enactment of District Resolution No. 44-74, the General Manager shall take the necessary steps and means to add sufficient amounts of an approved fluoride compound to all potable water for consumers served by the District, to produce and maintain as far as possible at all times in all parts of the distribution system a level of fluoride acceptable under the federal Safe Drinking Water Act, as amended, pursuant to California Health and Safety Code Section 116430(b)(1).

B. Analysis and design of potable water distribution systems shall be based upon requirements as determined, on a case-by-case basis if need be, by the fire department(s) or district(s) with jurisdiction over the general area to be served thereby. The District shall undertake to maintain a minimum of 20 psi residual pressure at each hydrant under appropriate conditions as determined by the District Engineer. [Ord. 69, 1969; Ord. 110, 1974; Ord. 118, 1975; Ord. 204, 1986; Ord. 270, 1996; Ord. 273, 1997; Ord. 327, 2010.]

4.20.030 Prohibition of water waste.

The recipients of water delivered by the District shall put the water only to reasonable and beneficial use at all times. No customer or other user of the District's potable water system shall knowingly waste or permit the waste of water including but not limited to:

A. Waste through leakage of defective or inoperable plumbing, piping, or other water-use equipment.
B. Landscape irrigation in a manner that causes runoff.
C. Single-pass cooling systems in new construction.
D. Non-recirculating systems in a new conveyor car wash and commercial laundry systems.
E. Non-recycling decorative water features.
F. Use of water suitable for potable domestic use for non-potable uses, including irrigation of cemeteries, golf courses, parks, highway landscaped areas, and industrial and irrigation uses, when suitable recycled water is available to an area, for which the District has recycled water purveyor authority.

4.20.040 Water Emergencies

A. Water Emergency. Pursuant to California Water Code Section 350 and Subsection (C) of this section, the Board of Directors may declare a water shortage emergency following a public hearing. Notwithstanding the foregoing, in the event of a wildfire or a breakage or failure of any dam, pump, pipeline, conduit, or other condition, described in DSRSDC 4.20.060, causing an immediate emergency or water shortage, the General Manager is hereby authorized to declare a water emergency and, if so declared, shall initiate implementation of the appropriate and necessary provisions of the District's emergency response plan and/or Water Shortage Contingency Plan. As soon as possible after such a declaration, the General Manager shall make a full report on the water emergency to the Board. During any such water emergency, the General Manager and his/her designees may take all steps necessary to protect and preserve the District's water system, and to protect the health and safety of District water customers and users, including but not limited to locking out nonessential water services, obtaining and making available temporary water supplies, and temporarily relocating facilities connecting to District water customers and users.

B. Consistent with the authorities in this section, the District also reserves the right at anytime to allocate its available water supply among its customers in a manner that it determines to be in the public interest in the event a water shortage condition exists for any reason.

    1. If the General Manager determines that the quantity of water available at anytime is, or is expected to be, less than the total demand, and such shortage is expected to be of a duration less than 30 calendar days, the General Manager may prescribe and enforce rules governing allocation and use of water.
    2. In implementing subsection (B)(1) of this section, the General Manager shall be guided by the following guidelines applicable to the allocation of supply during shortages:
        a. No service shall be extended to new customers until the Board determines that the shortage no longer exists;
        b. Service to critical community service facilities, including, without limitation, hospitals and emergency shelters, shall take precedence over service to residential, commercial, institutional, and industrial customers;

c. Potable water service to residential, commercial, institutional, industrial and non-irrigation customers shall take precedence over service to irrigation customers in accordance with the Water Shortage Contingency Plan adopted by the Board;
d. Once residential customers are receiving a supply sufficient to meet their minimal health and safety requirements, potable water service to commercial, institutional, and industrial customers (for non-irrigation uses) shall take precedence over other uses of such water;
e. Service to customers within the District boundaries shall take precedence over service outside the District boundaries.

C. Water Shortage Emergency. The District's Board of Directors is authorized, pursuant to California Water Code Section 350, to declare a water shortage emergency to prevail within its jurisdiction when it finds and determines that the District will not be able to or cannot satisfy the normal demands and requirements of water consumers without depleting the water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

1. The Board, by resolution, will declare a water shortage emergency indicating the water shortage stage consistent with the District's Urban Water and Water Shortage Contingency Plan and implement water use regulations and enforcement actions and penalties as generally described in DSRSDC 4.20.030, 4.20.040, and 4.20.050 and as more specifically declared by the resolution and the then-current Water Shortage Contingency Plan. The Board may also adopt water shortage rates per DSRSDC 4.40.020.
2. It shall not be necessary to implement any water shortage stage prior to another; the water shortage stages may be implemented in any reasonable order and shall continue to be in effect until the Board makes a determination to terminate the applicable water shortage stage.
3. A Stage 1 Water Shortage will be declared when the District has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 10 percent is required. The customers shall strive to reduce water use by 10 percent and the following regulations on water use shall be applicable.
    a. Any and all use of potable water in violation of District Code Section 4.20.030.
    b. Automatic Shut-off valves are required for any washing of hard surfaces, buildings, fences, vehicles or machinery from a hose. Customers shall repair or stop all water leaks within the customers' plumbing system upon discovery or within 24-hours of notification by the District.
    c. Landscape irrigation during and within 48-hours after measurable rainfall is prohibited.
4. A Stage 2 Water Supply Shortage will be declared when the District has determined a reduction in water use up to 20 percent is required. The following regulations on water use shall be applicable.
    a. All of the prohibitions and restrictions required under a Stage 1 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. Landscape irrigation is limited to occur between the hours of 6:00 p.m. and 9:00 a.m. the following day.

c. Potable landscape irrigation shall be limited to no more than three non-consecutive days per week. The Board, by resolution, may set forth additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by irrigation professionals who remain on-site directly observing the system are excluded.
d. The use of potable water for construction and dust control is prohibited. All potable water construction meters are required to be replaced by recycled water construction meters.
e. Washing of hard surfaces, buildings, fences, vehicles or use of potable water for washing and/or machinery is prohibited, except for building exteriors and fences for the sole purpose of repainting or making repairs. Pressurized washers are required to be equipped with a quick action shut-off nozzle.
f. Cleaning of windows using a direct connection to the potable water supply is prohibited.
g. Lodging establishments must offer to opt-out of daily linen service.
h. Restaurants, cafés, cafeterias, or other public places where food is sold, served, or offered for-sale shall only serve water upon request.
i. Commercial kitchens are required to use pre-rinse spray valves.

5. A Stage 3 Water Supply Shortage will be declared when previous water conservation targets have not been met or when the District has determined a reduction in water use up to up to 30 percent is required. The following regulations on water use shall be applicable.
    a. All of the prohibitions and restrictions required under a Stage 2 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. Potable landscape irrigation shall be limited to no more than two non-consecutive days per week. The Board, by resolution, may set forth an additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by irrigation professionals who remain on-site directly observing the system are excluded. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.
    c. Residential customers water use will be limited to a weekly amount as declared by resolution of the District Board to achieve the required conservation target for the shortage.
6. A Stage 4 Water Supply Shortage will be declared when previous water conservation targets have not been met or when the District has determined a reduction in water use up to 40 percent is required. The following regulations on water use shall be applicable.
    a. All of the prohibitions and restrictions required under a Stage 3 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. Potable landscape irrigation shall be limited to no more than one day per week. The Board, by resolution, may set forth an additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by present irrigation professionals who remain on-site directly observing the system are excluded. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during

non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.

c. The initial filling of the pools, spas, or ponds using potable water is prohibited.
d. Pools, spas, or ponds are allowed to drain and refill only for health or structural needs.
e. Pools must be covered when they are not used to prevent evaporation and should be equipped with recirculating pump(s).
f. Vehicle washing at commercial facilities is limited to washing without direct connection to the water supply or a recirculating water system.

7. A Stage 5 Water Supply Shortage will be declared when water conservation targets have not been met or when the District has determined a reduction in water usage up to 50 percent is required.
    a. All of the prohibitions and restrictions required under a Stage 4 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. Use of Potable water for filling or refilling decorative ponds, basins, lakes, waterways, and fountains is prohibited.
    c. Spray irrigation for new developments or replacement projects is prohibited. District's Board, as declared by resolution, may consider a moratorium or net-zero demand increase on new potable connections.
8. A Stage 6 Water Supply Shortage will be declared when water conservation targets have not been met or when the District has determined a reduction in water use greater than 50 percent is required.
    a. All of the prohibitions and restrictions required under a Stage 5 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. No landscape irrigation is allowed. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.

4.20.050 Water use violations and enforcement.

A. A District customer who intentionally or unintentionally violates water use regulations of this Chapter will be subject to the following penalties and enforcement provisions, in accordance with DSRSDC 1.30.010.
    1. When there is evidence that a customer is using water in a manner that appears likely to lead to a violation of this Chapter, that customer may be issued either an oral or written warning. Notwithstanding the foregoing, a warning is not a prerequisite to the issuance of a Notice of Violation.
    2. The water use violation and the assessment of penalty will be communicated to the customer via a written Notice of Violation.
    3. For first violations, customers shall be subject to a penalty of $250.
    4. For second violations, customers shall be subject to a penalty of $500.
    5. For third violations, customer shall be subject to a penalty of $1,000.

6. For fourth and subsequent violations, customer shall be subject to reductions in the amount of water delivered to the customer, as determined by the District, at its sole discretion.
    a. If feasible and if sufficient to prevent a reoccurrence if the violation, a flow restrictor or other physical limitation shall be installed on the customer's meter connection to limit the water delivered to meet minimum health and safety needs.
    b. If a flow restrictor or other physical limitation is not feasible, as determined by the District at its sole discretion, then the customer's service connection shall be disconnected from the District water system.

B. The District may also seek damage and/or remedies, including fees or fines and the amount of costs incurred by the District to investigate and correct the violation. Full payment of all outstanding penalties and certification by the customer that the violation has been corrected shall be required before the flow restrictor or other physical limitation will be removed or service restored.

C. Violations of more than one regulation are separate violations each of which shall be subject to separate and independent enforcement in accordance with the provisions of this Section.

D. Waiver of Violation. A customer may submit a written application for Waiver of Violation related to water use violations on the District's form to the District's General Manager or designee. The General Manager or designee may grant a waiver of a particular violation if the customer's justification is deemed to be reasonable and if the customer has mitigated the cause of the violation.
    1. A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors. The Board of Directors shall consider written appeals of a denial of an application for a Waiver of Violation and make the final determination regarding the waiver request at a regular Board of Directors meeting.

E. Administrative penalties pursuant to this section are to be imposed pursuant to the authority provided in California Government Code section 53069.4, or such additional authority as may later be approved by the Governor pursuant to the California Emergency Services Act or Executive Order, or by action of the California Legislature. The purpose of any administrative penalties assessed pursuant to this section is to assure future compliance by customers through the imposition of increasingly significant fines and penalties so as to create a meaningful disincentive to commit future violations of the rules and regulations contained and referenced herein.

F. The General Manager is authorized and directed to establish appropriate administrative procedures consistent with the provisions of this Section, and to take reasonable and appropriate action to fully implement the provisions of this Section.

4.20.060 Definitions

"Emergency Response Plan" means the emergency response plan, as amended from time to time and approved by the General Manager for implementation, required pursuant to the "California Emergency Services Act," codified as Chapter 7, California Emergency Services Act, of Division 1, General, of Title 2, Government of the State of California, of the Government Code, beginning with Section 8550.

"Water Emergency" means that, as declared by the General Manager, a specific identifiable discrete event or sudden unexpected occurrence, including without limitation a storm, flood, fire, or an unexpected equipment outage, the failure of a dam, levee, treatment plant, pump, pipeline or other conduit, or a catastrophic event, including, but not limited to, a regional power outage, an earthquake, or other disaster, has occurred that causes a disruption, or creates an imminent threat of disruption, in the water supply to all or a group of District water customers and users.

"Water Shortage Contingency Plan" means the planning document, as amended from time to time and adopted by the Board, setting forth an urban water shortage contingency analysis comprising a required component of the urban water management plan as specified in the "Urban Water Management Planning Act," codified as Part 2.6, Urban Water Management Planning, of Division 6, Conservation, Development, and Utilization of State Water Resources, in the Water Code, beginning with Section 10620. The water shortage contingency plan is comprised of analysis required to be included in the urban water management plan adopted by the Board from time to time. [Ord. 329, 2012. Prior legislation: Ord. 150, 1980; Ord. 273, 1997; Ord. 281, 1998; Ord. 327, 2010.]

ORDINANCE NO. 351

AN ORDINANCE OF DUBLIN SAN RAMON SERVICES DISTRICT AMENDING SECTION 4.20.040 OF THE DISTRICT CODE TO UPDATE WATER SHORTAGE EMERGENCY PROVISIONS

WHEREAS, on September 21, 2021, the Board of Directors adopted Ordinance No. 350 revising District Code Chapter 4.20 Potable Water Use and Protective Measures; and

WHEREAS, staff noted an error in Code Section 4.20.040(C)(4)(b) which limits the hours of landscape irrigation under a Stage 2 Water Shortage Emergency; and

WHEREAS, staff recommends Code Section 4.20.040 (C)(4)(b) be corrected to be consistent with the Water Shortage Contingency Plan; and

WHEREAS, staff also recommends making additional corrections to the Code section to insert missing wording, remove duplicative wording, and correct section numbering.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Dublin San Ramon Services District as follows:

1. Section 4.20.040 (C)(4)(b) of the District Code is hereby amended to state "Landscape irrigation is limited to occur between the hours of 9:00 p.m. and 6:00 a.m." and to correct the wording and formatting errors as shown in Exhibit "A."

2. This Ordinance shall become effective and operative thirty (30) days after its adoption.

3. The General Manager, or the person or persons to whom such task may from time to time be delegated, is further authorized and directed to make further non-substantive administrative changes for publishing the District Code, as approved by District General Counsel, to Section 4.20.040 (C)(4)(b) (including revisions in formatting as may be suggested by the publisher) for consistency and ease of reference within sixty (60) days from date of adoption.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 2nd day of November, 2021, by the following vote:

AYES: 5 – Directors Georgean M. Vonheeder-Leopold, Arun Goel, Marisol Rubio, Richard M. Halket, Ann Marie Johnson

NOES: 0

ABSENT: 0

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

Chapter 4.20
POTABLE WATER USE REGULATIONS AND PROTECTIVE MEASURES

4.20.040 Water emergencies and shortages.

A. Water Emergency. Pursuant to California Water Code Section 350 and subsection (C) of this section, the Board of Directors may declare a water shortage emergency following a public hearing. Notwithstanding the foregoing, in the event of a wildfire or a breakage or failure of any dam, pump, pipeline, conduit, or other condition, described in DSRSDC 4.20.060, causing an immediate emergency or water shortage, the General Manager is hereby authorized to declare a water emergency and, if so declared, shall initiate implementation of the appropriate and necessary provisions of the District's emergency response plan and/or Water Shortage Contingency Plan. As soon as possible after such a declaration, the General Manager shall make a full report on the water emergency to the Board. During any such water emergency, the General Manager and his/her designees may take all steps necessary to protect and preserve the District's water system, and to protect the health and safety of District water customers and users, including but not limited to locking out nonessential water services, obtaining and making available temporary water supplies, and temporarily relocating facilities connecting to District water customers and users.

B. Consistent with the authorities in this section, the District also reserves the right at anytime to allocate its available water supply among its customers in a manner that it determines to be in the public interest in the event a water shortage condition exists for any reason.

   1. If the General Manager determines that the quantity of water available at anytime is, or is expected to be, less than the total demand, and such shortage is expected to be of a duration less than 30 calendar days, the General Manager may prescribe and enforce rules governing allocation and use of water.
   2. In implementing subsection (B)(1) of this section, the General Manager shall be guided by the following guidelines applicable to the allocation of supply during shortages:
      a. No service shall be extended to new customers until the Board determines that the shortage no longer exists;
      b. Service to critical community service facilities, including, without limitation, hospitals and emergency shelters, shall take precedence over service to residential, commercial, institutional, and industrial customers;
      c. Potable water service to residential, commercial, institutional, industrial and non-irrigation customers shall take precedence over service to irrigation customers in accordance with the Water Shortage Contingency Plan adopted by the Board;
      d. Once residential customers are receiving a supply sufficient to meet their minimal health and safety requirements, potable water service to commercial, institutional, and industrial customers (for non-irrigation uses) shall take precedence over other uses of such water;
      e. Service to customers within the District boundaries shall take precedence over service outside the District boundaries.

C. Water Shortage Emergency. The District's Board of Directors is authorized, pursuant to California Water Code Section 350, to declare a water shortage emergency to prevail within its jurisdiction when it finds and determines that the District will not be able to or cannot satisfy the normal demands and requirements of water consumers without depleting the

water supply of the District to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

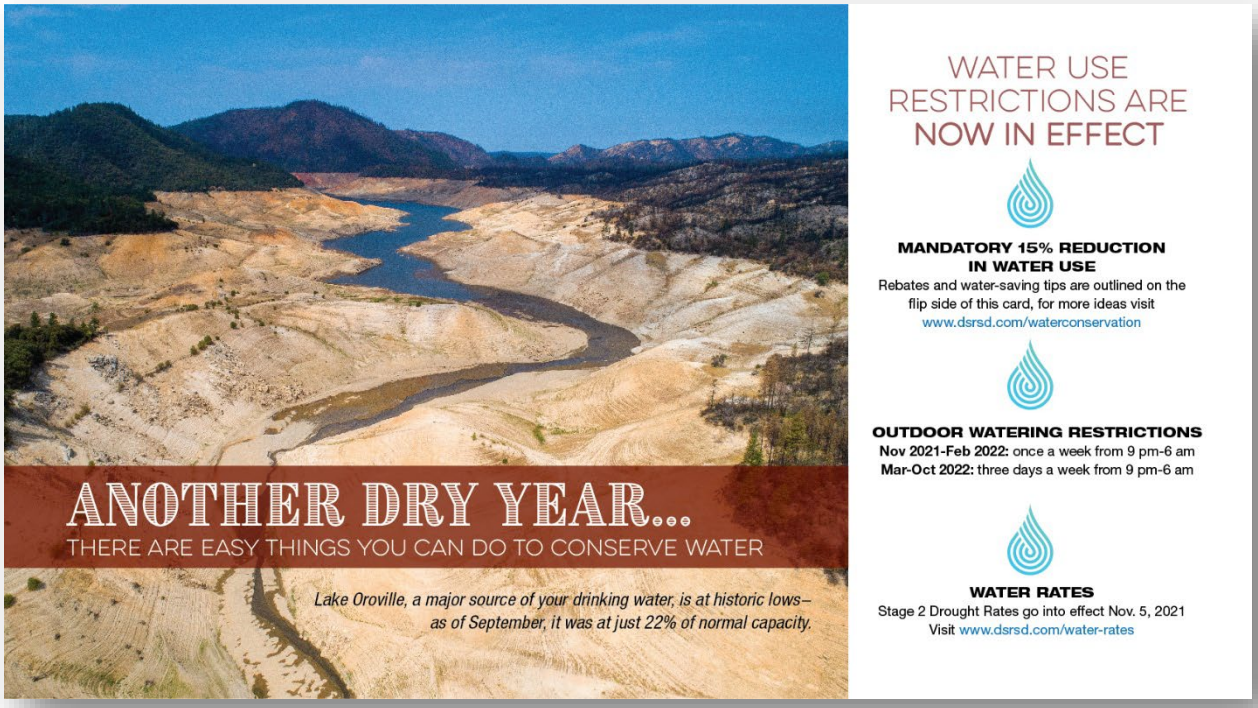
1. The Board, by resolution, will declare a water shortage emergency indicating the water shortage stage consistent with the District's Urban Water and Water Shortage Contingency Plan and implement water use regulations and enforcement actions and penalties as generally described in DSRSDC 4.20.030, 4.20.040, and 4.20.050 and as more specifically declared by the resolution and the then-current Water Shortage Contingency Plan. The Board may also adopt water shortage rates per DSRSDC 4.40.020.
2. It shall not be necessary to implement any water shortage stage prior to another; the water shortage stages may be implemented in any reasonable order and shall continue to be in effect until the Board makes a determination to terminate the applicable water shortage stage.
3. A Stage 1 Water Supply Shortage will be declared when the District has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 10 percent is required. The customers shall strive to reduce water use by 10 percent and the following regulations on water use shall be applicable.
    a. Any and all use of potable water in violation of District Code Section 4.20.030.
    b. Automatic Shut-off valves are required for any washing of hard surfaces, buildings, fences, vehicles or machinery from a hose.
    c. Customers shall repair or stop all water leaks within the customers' plumbing system upon discovery or within 24-hours of notification by the District.
    d. Landscape irrigation during and within 48-hours after measurable rainfall is prohibited.
4. A Stage 2 Water Supply Shortage will be declared when the District has determined a reduction in water use up to 20 percent is required. The following regulations on water use shall be applicable.
    a. All of the prohibitions and restrictions required under a Stage 1 Water Supply Shortage shall all be in effect and shall be mandatory.
    b. Landscape irrigation is limited to occur between the hours of 9:00 p.m. and 6:00 a.m.
    c. Potable landscape irrigation shall be limited to no more than three non- consecutive days per week. The Board, by resolution, may set forth an additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by irrigation professionals who remain on-site directly observing the system are excluded.
    d. The use of potable water for construction and dust control is prohibited. All potable water construction meters are required to be replaced by recycled water construction meters.
    e. Washing of hard surfaces, buildings, fences, vehicles or use of potable water for washing and/or machinery is prohibited , except for building exteriors and fences for the sole purpose of repainting or making repairs. Pressurized washers are required to be equipped with a quick action shut-off nozzle.
    f. Cleaning of windows using a direct connection to the potable water supply is prohibited.
    g. Lodging establishments must offer to opt-out of daily linen service.
    h. Restaurants, café, cafeteria, or other public places where food is sold, served, or offered for-sale shall only serve water upon request.
    i. Commercial kitchens are required to use pre-rinse spray valves.
5. A Stage 3 Water Supply Shortage will be declared when previous water conservation targets have not been met or when the District has determined a reduction in water use up to 30 percent is required. The following regulations on water use shall be applicable.

a. All of the prohibitions and restrictions required under a Stage 2 Water Supply Shortage shall all be in effect and shall be mandatory.
b. Potable landscape irrigation shall be limited to no more than two non-consecutive days per week. The Board, by resolution, may set forth an additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by irrigation professionals who remain on-site directly observing the system are excluded. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.
c. Residential customers water use will be limited to a weekly amount as declared by resolution of the District Board to achieve the required conservation target for the shortage.

6. A Stage 4 Water Supply Shortage will be declared when previous water conservation targets have not been met or when the District has determined a reduction in water use up to 40 percent is required. The following regulations on water use shall be applicable.
   a. All of the prohibitions and restrictions required under a Stage 3 Water Supply Shortage shall all be in effect and shall be mandatory.
   b. Potable landscape irrigation shall be limited to no more than one day per week. The Board, by resolution, may set forth an additional limitations on irrigation duration or application rates. Irrigation system checks for breaks/leak repairs by present irrigation professionals who remain on-site directly observing the system are excluded. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.
   c. The initial filling of the pools, spas, or ponds using potable water is prohibited.
   d. Pools, spas, or ponds are allowed to drain and refill only for health or structural needs.
   e. Pools must be covered when they are not used to prevent evaporation and should be equipped with recirculating pump(s).
   f. Vehicle washing at commercial facilities is limited to washing without direct connection to the water supply or a recirculating water system.
7. A Stage 5 Water Supply Shortage will be declared when water conservation targets have not been met or when the District has determined a reduction in water usage up to 50 percent is required.
   a. All of the prohibitions and restrictions required under a Stage 4 Water Supply Shortage shall all be in effect and shall be mandatory.
   b. Use of Potable water for filling or refilling decorative ponds, basins, lakes, waterways, and fountains is prohibited.
   c. Spray irrigation for new developments or replacement projects is prohibited. District's Board, as declared by resolution, may consider a moratorium or net-zero demand increase on new potable connections.
8. A Stage 6 Water Supply Shortage will be declared when water conservation targets have not been met or when the District has determined a reduction in water use greater than 50 percent is required.
   a. All of the prohibitions and restrictions required under a Stage 5 Water Supply Shortage shall all be in effect and shall be mandatory.
   b. No landscape irrigation is allowed. Golf courses, sport fields, and other water-dependent industries shall work with District to identify water use for sensitive areas during non-daylight hours and only to the extent necessary to maintain minimum levels of biological viability.

APPENDIX J

Water Conservation Outreach Materials


ANOTHER DRY YEAR...
THERE ARE EASY THINGS YOU CAN DO TO CONSERVE WATER
Lake Oroville, a major source of your drinking water, is at historic lows–
as of September, it was at just 22% of normal capacity.
WATER USE RESTRICTIONS ARE NOW IN EFFECT
MANDATORY 15% REDUCTION IN WATER USE
Rebates and water-saving tips are outlined on the flip side of this card, for more ideas visit www.dsrsd.com/waterconservation
OUTDOOR WATERING RESTRICTIONS
Nov 2021-Feb 2022: once a week from 9 pm-6 am
Mar-Oct 2022: three days a week from 9 pm-6 am
WATER RATES
Stage 2 Drought Rates go into effect Nov. 5, 2021
Visit www.dsrsd.com/water-rates


SEVERE DROUGHT
WE'RE IN A STAGE 2
WATER SHORTAGE EMERGENCY
Are you talkin to ME?
YOU&ME WE NEED TO SAVE MORE WATER
WATER CONSERVATION IS BEGINNING TO IMPROVE - BUT WE NEED TO DO MORE
The Tri-Valley is under mandatory 15% conservation
Restrictions are in effect
We have tips and tools to help you at www.dsrsd.com/drought
OVER 80% OF CUSTOMERS USE AQUAHAWK– DO YOU?
This customer portal shows hourly readings of your water use—perfect for catching leaks or learning how much water is used for irrigation or even taking a shower! Create an account or sign in to your existing account to set alerts based on consumption or projected bill amounts.
Use AquaHawk to learn your water use patterns and amounts.
Be water wise—it's easy!
Visit www.dsrsd.com/aquahawk.
TAKE ADVANTAGE OF WATER-SAVING REBATES
Save water, energy, and money with these rebates.
www.dsrsd.com/rebates
Convert your thirsty lawn to a water-wise garden
Install a weather-based smart irrigation controller
Upgrade to a high-efficiency clothes washer
Dublin San Ramon Services District
Water, wastewater, recycled water


WE'RE IN A SERIOUS DROUGHT
WE NEED TO SAVE MORE WATER
YOU MAY BE VIOLATING CURRENT RESTRICTIONS– DO YOU KNOW THE RULES?
Visit www.dsrsd.com/drought for conservation tips, drought restrictions, and tools that will help you monitor and reduce your water usage.



Dublin San Ramon Services District
Water, wastewater, recycled water

7051 Dublin Blvd.
Dublin, CA 94568

Water waste was observed at your address on

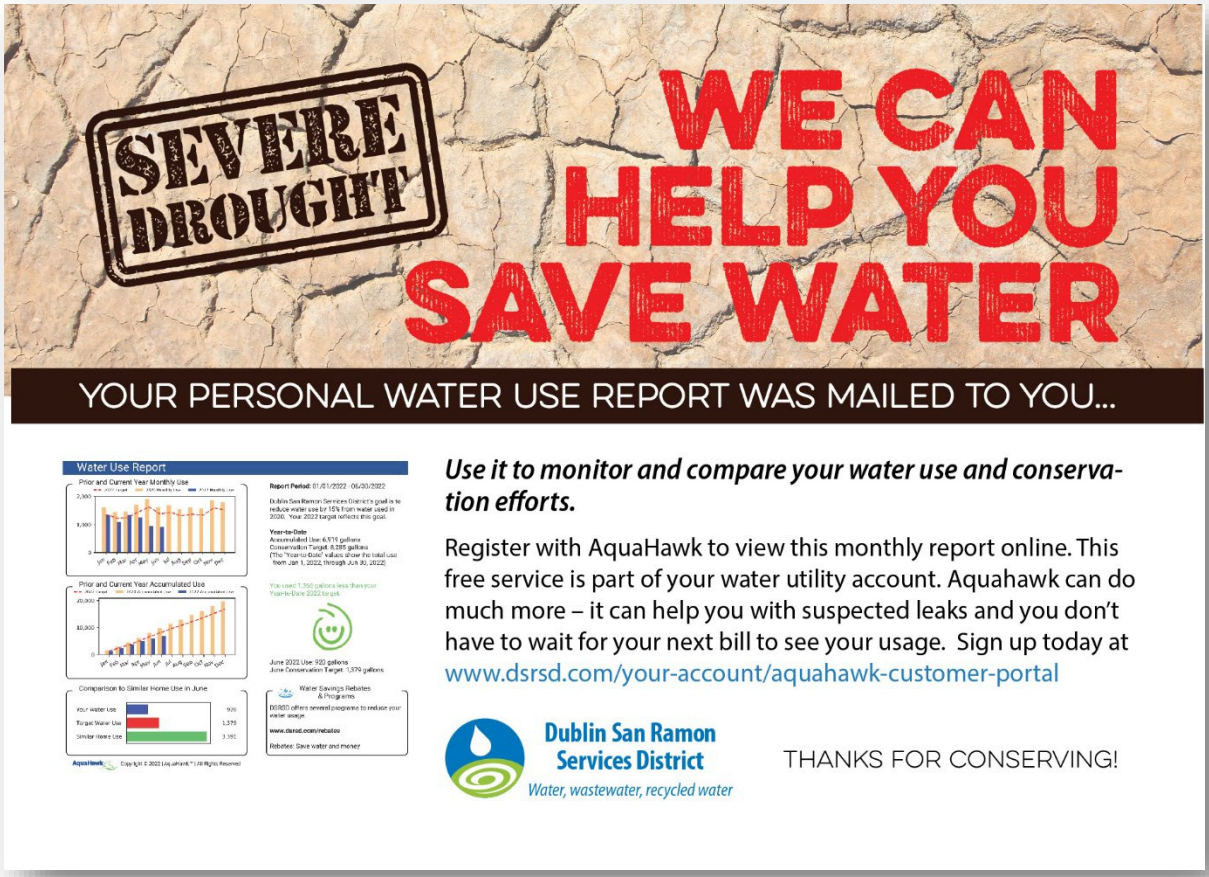
_____

Checked below is the observed water waste:

- ___ Watering outside the 9 p.m. to 6 a.m. irrigation window
- ___ Irrigating landscaping more than 3 days per week
- ___ Irrigating landscape consecutive days
- ___ Water overspray onto sidewalks, driveway, street, and hardscapes
- ___ Water runoff from property
- ___ Broken pipe, sprinkler, or fixture
- ___ Leaky pipe, sprinkler, or fixture
- ___ Washing hard surfaces such as buildings, driveway, fences, and vehicles with potable water

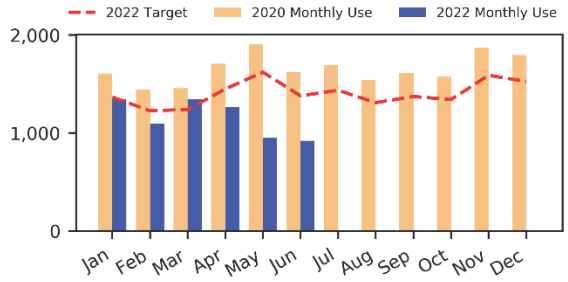
Please take necessary steps to correct the observed water waste. If you have any questions regarding this notice, send an email to waterconservation@dsrsd.com

YOUR ACTION REQUIRED

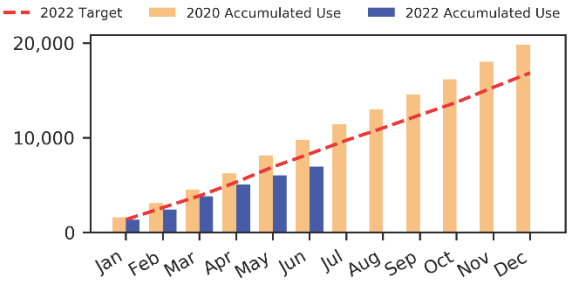

SEVERE DROUGHT
WE CAN HELP YOU SAVE WATER
YOUR PERSONAL WATER USE REPORT WAS MAILED TO YOU...
Water Use Report
Use it to monitor and compare your water use and conservation efforts.
Register with AquaHawk to view this monthly report online. This free service is part of your water utility account. Aquahawk can do much more – it can help you with suspected leaks and you don't have to wait for your next bill to see your usage. Sign up today at www.dsrsd.com/your-account/aquahawk-customer-portal
Dublin San Ramon Services District
Water, wastewater, recycled water
THANKS FOR CONSERVING!

Water Use Report

Prior and Current Year Monthly Use



Prior and Current Year Accumulated Use



Comparison to Similar Home Use in June



Report Period: 01/01/2022 - 06/30/2022

Dublin San Ramon Services District's goal is to reduce water use by 15% from water used in 2020. Your 2022 target reflects this goal.

Year-to-Date
Accumulated Use: 6,919 gallons
Conservation Target: 8,285 gallons
(The "Year-to-Date" values show the total use from Jan 1, 2022, through Jun 30, 2022)

You used 1,365 gallons less than your Year-to-Date 2022 target.

June 2022 Use: 920 gallons
June Conservation Target: 1,379 gallons

Water Savings Rebates & Programs

DSRSD offers several programs to reduce your water usage.

www.dsrsd.com/rebates

Rebates: Save water and money

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A changing climate means that we must change the way we use water. The following tips will pay off year after year, saving water and money.

Tip #1: Remove Your Lawn

Lawns are the number one water waster for most homeowners in California. Break up with your thirsty lawn for a low-water alternative like mulch and drought-tolerant plants.

Tip #2: Water Just Where You Need It

Reposition sprinklers away from pavement. Use drip irrigation on plants to target water where you need it.

Tip #3: Fix Leaks

U.S. households leak an average of 10,000 gallons of wasted water per year. Find and fix leaks both inside and outside your home.

Visit www.dsrsd.com and www.saveourwater.com for indoor and outdoor water saving tips.

Dublin San Ramon Services District
Water, wastewater, recycled water

SAVE OUR WATER


GILLIG
1604
30R
Rapid
www.wheelsbus.com
IRRIGATE
3 DAYS
A WEEK
MAX
SEVERE
DROUGHT

How to Use the Watering Schedule

Find the irrigation type that most closely resembles your system. Use the suggested watering schedules as a starting point and then adjust as needed. Every system and every landscape is unique and therefore may need more or less than what is suggested. Start with the recommended watering times and then adjust as necessary.

ASSUMPTIONS – This schedule assumes your yard is in the inland East Bay and your plants are in full sun.

REPEAT CYCLES – Clay soil cannot absorb water as fast as sprinklers and some drip apply it. So instead of setting your schedule to water one long cycle per night, set it to water three shorter cycles per night. This will allow the water to soak in and encourage deeper roots.

WATERING DAYS – Deep infrequent watering makes plants healthier and better able to withstand drought. Lawns can thrive in peak summer with three to four days per week and established plants with two days per week. New plantings need more frequent watering.

MICRO CLIMATE – Plants growing in shady areas (north/east side of your home) will generally require 50% less water than the same plants in full sun. Adjust your watering schedule to account for this.

WHEN TO WATER – The optimum time to water your lawn or landscape is during the night or early morning when the sun is down and the temperature is cooler. Adjust your watering days monthly based on this schedule.

CHECK IRRIGATION SYSTEM – A few times each year, inspect your sprinklers and drip while they are on. Look for sprinklers that are broken, bent or misaligned. Look for holes or breaks in the drip system. Inspecting and repairing will help keep your landscape healthy and save water.

CHECK CONTROLLER – Remember to check your controller settings after a power outage. Some older controllers revert to a default setting, such as "water every day for 10 minutes". Regularly replace batteries that provide backup power.

Additional Ways to Save

MULCH – Add mulch to all planting areas to ensure there is a 2–3 inch layer. This will improve plant health, reduce water loss, improve soil quality, and keep soil temperatures cooler.

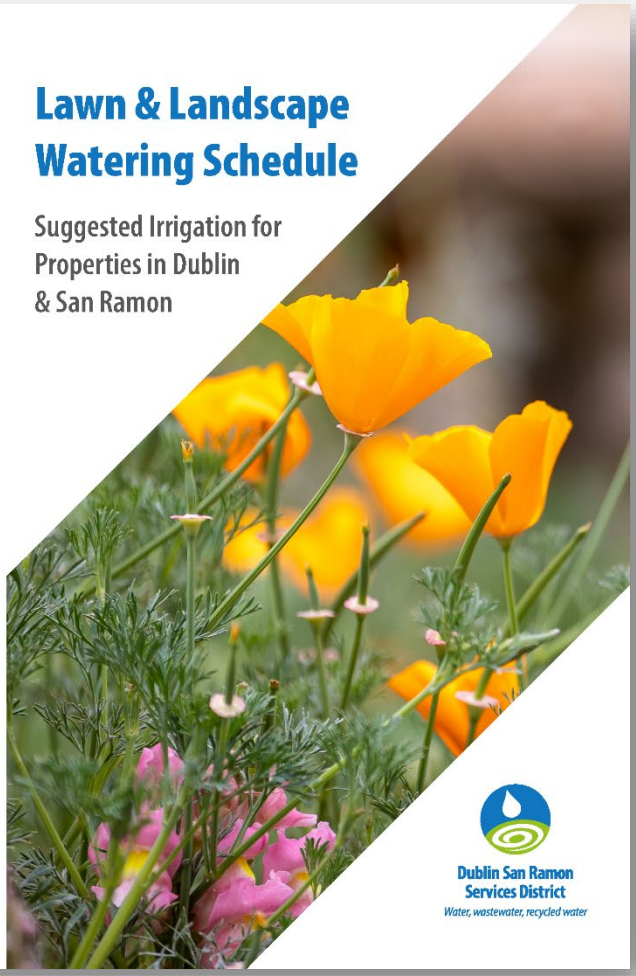
LAWN CARE – Remember to aerate lawns once per year. This will reduce soil compaction and improve lawn health. Also, mow lawns to 2.5 to 3 inches. This will improve the quality of the lawn and reduce water demand.

NEW PLANTS – After installing new plants in an existing garden, remember to hand water them to ensure they get ample water during their establishment period.

Reprint courtesy of Contra Costa Water District

Lawn & Landscape Watering Schedule

Suggested Irrigation for Properties in Dublin & San Ramon



Dublin San Ramon Services District
Water, wastewater, recycled water

	Lawns			Landscaping								
	Pop-Up/ Fixed-Spray Sprinkler	Impact/ Rotor Sprinkler	Multi-stream/ MP Rotator Sprinkler	Pop-Up/ Fixed-Spray Sprinkler	Impact/ Rotor Sprinkler	Multi-stream/ MP Rotator Sprinkler	Drip Emitters 1 gph 2 per plant 0.3" per hour	Inline Drip 0.6 gph 18" spacing 0.43" per hour	Inline Drip 0.6 gph 12" spacing 0.96" per hour	Inline Drip 0.9 gph 12" spacing 1.42" per hour	High Volume Drip 10 gph 1 per plant 1.5" per hour	Micro-Sprays 20 gph 1 per plant 1.6" per hour
Cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles	3 cycles
Timing	3–6 minutes	7–10 minutes	15–20 minutes	3–6 minutes	9–12 minutes	20–24 minutes	30 minutes	20 minutes	10 minutes	6 minutes	6 minutes	5 minutes
January	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
February	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
March	1 day per week	1 day per week	1 day per week	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
April	1–2 days per week	1–2 days per week	1–2 days per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week
May	2–3 days per week	2–3 days per week	2–3 days per week	1–2 days per week	1–2 days per week	1–2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week
June	3–4 days per week	3–4 days per week	3–4 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week
July	3–4 days per week	3–4 days per week	3–4 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week
August	3–4 days per week	3–4 days per week	3–4 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week
September	3 days per week	3 days per week	3 days per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week
October	2 days per week	2 days per week	2 days per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week
November	1 day per week	1 day per week	1 day per week	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
December	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

Need a new irrigation controller? Apply for a rebate to cover up to 50% of the cost. Visit **www.dsrsd.com/rebates** for details.

APPENDIX K

DSRSD 2021 Alternative Water Supply Study Executive Summary

Executive Summary

The Dublin San Ramon Services District (DSRSD) provides potable water and recycled water to approximately 91,000 people in the City of Dublin and Dougherty Valley portion of San Ramon. DSRSD produces and distributes recycled water for irrigation uses and purchases potable water from Zone 7 Water Agency (Zone 7). DSRSD also has a groundwater pumping quota (GPQ) from the main groundwater basin, pumped on its behalf by Zone 7, the local groundwater basin manager.

Zone 7 is a State Water Project (SWP) contractor that wholesales treated water to four retail water agencies: DSRSD, City of Livermore, City of Pleasanton, and California Water Service Livermore District. As shown in Figure ES-1, the majority of Zone 7's water supply, and therefore DSRSD's water supply, is imported through the Sacramento-San Joaquin Delta (Delta) via the SWP. Zone 7 also receives local runoff from the Arroyo Valle watershed. In wet and normal years, a portion of Zone 7's surface water supply is stored in the local and non-local groundwater banks and surface water reservoirs. In dry years, Zone 7 withdraws the previously stored water to augment reduced SWP deliveries.

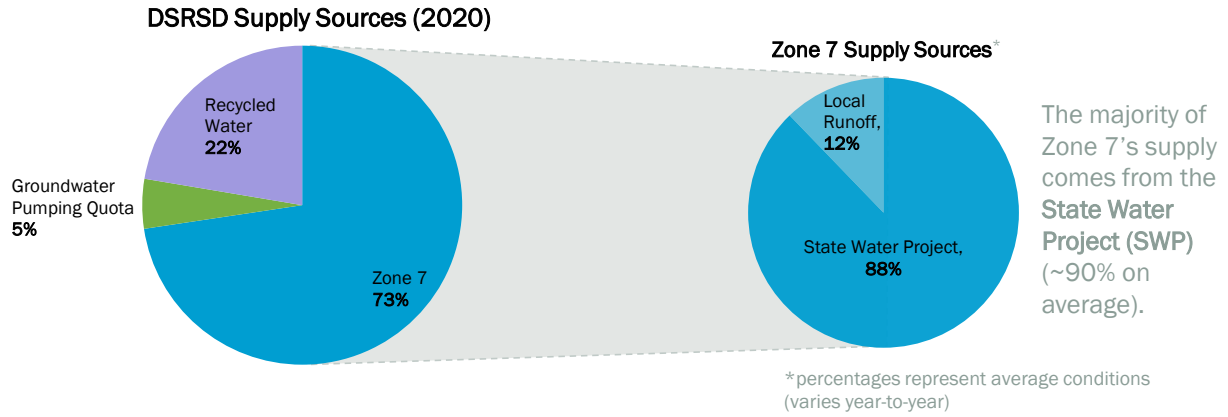


Figure ES-1. DSRSD and Zone 7 water supply sources

Note: Figure represents average conditions; Zone 7's supplies vary year-to-year based on hydrological, regulatory, and operational conditions.

In September 2015, DSRSD completed a Long-Term Alternative Water Supply Study (2015 Study) to identify conceptual alternatives for improving long-term water supply reliability. The 2015 Study was driven by the unprecedented 2012-16 drought and DSRSD's desire to reduce dependence on imported Delta water supply. In 2014, the California Department of Water Resources (DWR) announced an initial SWP allocation of zero percent, which was increased to 5 percent later in the year. The very low 2014 SWP allocation and limitations on the timing and conditions for pumping water from the Delta exposed vulnerabilities with DSRSD's heavy reliance on the SWP for bringing water supplies into the Tri-Valley.

The 2015 Study included a high-level assessment of regional and local supply alternatives that DSRSD could explore collaboratively with other neighboring water and wastewater agencies to diversify water supplies and reduce reliance on imported water supplies through the Delta. The results of the 2015 Study informed and provided the framework for DSRSD's Water Supply, Storage, Conveyance, Quality and Conservation Policy (2015 Water Policy), which was adopted by DSRSD's Board of Directors in October 2015.

Since development of the 2015 Study and 2015 Water Policy, conditions have changed substantially, including lower water demand projections; lower wastewater flows (and therefore less flow available for reuse); advancement of local and regional efforts (e.g., the Bay Area Regional Reliability [BARR] partnership); and new regulations (e.g., pending long-term water use efficiency standards and direct potable reuse [DPR] regulations). Therefore, DSRSD has prepared the *2021 Alternative Water Supply Study* (2021 AWSS)*: A Framework for a Resilient and Sustainable Water Future* to accomplish the following goals and objectives:

- Update the 2015 Study with new and refined information, including input from potential regional partners.
- Provide information to guide and inform the update of the 2015 Water Policy.
- Inform DSRSD's 2020 Urban Water Management Plan (UWMP) update.
- Support DSRSD's strategic plan goal to develop and implement an integrated recycled and potable water program.
- Provide a framework for a resilient and sustainable water future that outlines near-term and long-term strategies, accounting for future uncertainties and decision points, and informs and guides DSRSD advocacy and collaborative efforts.

Future Water Needs

DSRSD's total water demand (potable and recycled) is projected to be nearly 16,000 acre-feet per year (AFY) in 2045, representing an increase of about 3,000 AFY from 2020 (Figure ES-2). Recycled water could potentially offset about 30 percent of this increase (900 AFY) if wastewater is available. However, currently all wastewater treated at DSRSD's wastewater treatment plant (WWTP) is recycled in the peak summer months, which prompted the DSRSD-EBMUD Recycled Water Authority (DERWA)[1] to request that DSRSD and EBMUD implement a moratorium on new recycled water connections. Augmenting the recycled water supply—either through seasonal storage or a supplemental supply source (e.g., wastewater from a neighboring agency or local groundwater)—would enable expansion of the recycled water program and offset the need for additional potable water.

[1] DERWA is a Joint Powers Authority formed in 1995 by DSRSD and East Bay Municipal Utility District (EBMUD) for the purposes of producing and distributing recycled water through the San Ramon Valley Recycled Water Program. In 2014, DERWA executed agreements to extend recycled water service to the City of Pleasanton.

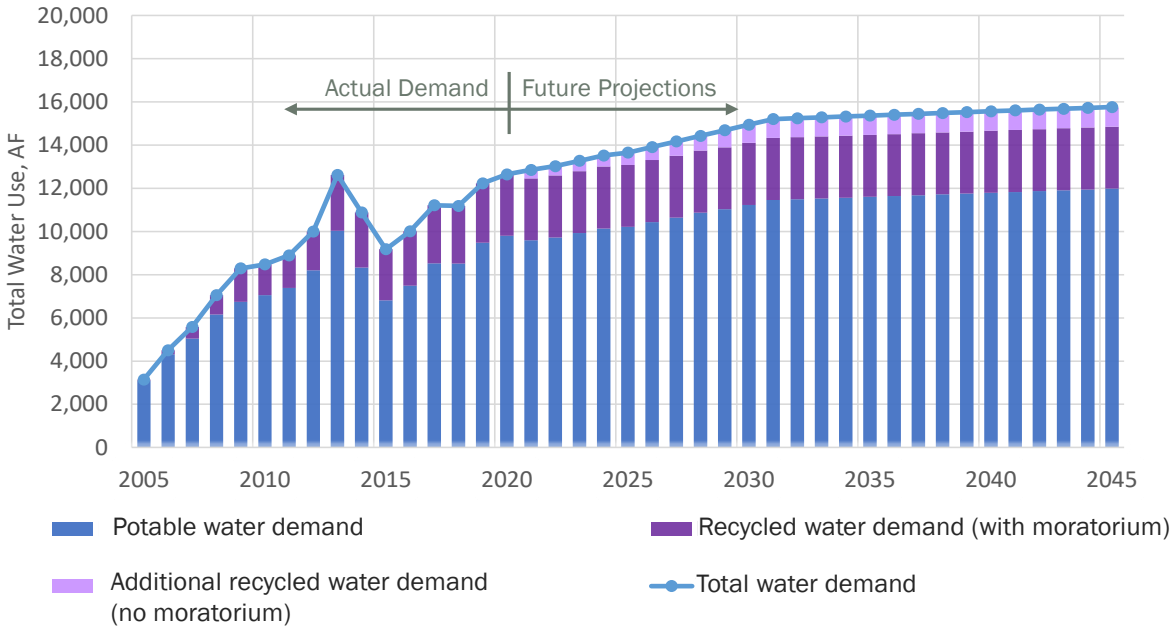


Figure ES-2. DSRSD's historical and projected future water demands

To mitigate risks associated with significant reliance on imported water supply, Zone 7 is continuing to develop local sources of water and diversify its water supply portfolio. In April 2019, Zone 7 completed its 2019 Water Supply Evaluation Update (2019 WSE Update) that documents Zone 7's supplies and demands and forecasts future scenarios based on new information and experience gained since the 2012-16 drought. The 2019 WSE Update projects shortages of up to 50 to 70 percent by 2040 in dry years under the "no new water supply projects" scenario. These shortages would translate to significant cutbacks for DSRSD, which makes up about 25 percent of Zone 7's direct demand.

The long-term reliability of the SWP, and more generally, the water conveyance capability of the Delta, is also challenged by the instability of aging levees in the Delta (including their vulnerability to seismic events, climate change, and land subsidence), regulatory uncertainty, water quality issues including saltwater intrusion, and the declining health of the Delta ecosystem. These issues directly affect DSRSD's long-term water supply reliability since a majority of Zone 7's water supply is and will continue to be tied to the Delta and SWP system.

Zone 7, in collaboration with other local and regional partner agencies, is exploring a range of new water supply, storage, and conveyance projects, to increase the long-term reliability and resilience of the Tri-Valley's water supplies.

Alternatives

DSRSD identified potential supply, storage, and conveyance options through three steps:

1. Revisited alternatives from the 2015 Study (and either screened them out or carried them forward)
2. Incorporated Zone 7's efforts
3. Explored additional projects that were not previously considered

The alternatives selected for evaluation in the 2021 AWSS are summarized in Figure ES-3. The alternatives include eight options for potable supply, storage, and conveyance—many of which are already being explored by Zone 7—and five options for non-potable supply and storage.

			Supply	Storage	Conveyance
Potable Supply, Storage, and Conveyance					
Currently being explored by Zone 7	**P-1.** DPR via Treated Water Augmentation	The most direct form of reuse, with purified water introduced directly to the drinking water distribution system. This is the only type of potable reuse that DSRSD could pursue independently. Regulations are anticipated in 2023.	✓		
	P-2. Tri-Valley Potable Reuse	Includes all regional potable reuse options (direct and indirect) being explored by Zone 7. Would utilize wastewater from DSRSD and/or Livermore's WWTP.	✓		
	P-3. Regional Desalination	Bay Area Regional Desalination Project that would utilize Contra Costa Water District's (CCWD) existing intake/water right at Mallard Slough Pump Station to treat brackish water.	✓		
	P-4. Water Transfers and Exchanges	Includes short-term transfers (as an interim solution while other projects are being developed) and possible long-term transfers.	✓		
	P-5. Intertie	New intertie between Zone 7 and EBMUD, or possibly the San Francisco Public Utilities Commission (SFPUC). Would provide an alternate means to convey water to the Tri-Valley during emergency conditions.			✓
	P-6. Delta Conveyance	Would help preserve SWP supply by protecting against earthquakes, sea level rise, and other Delta disruptions. Would also increase capacity for transfers.	✓		✓
	P-7. Sites Reservoir	New off-stream storage project northwest of Sacramento that would also provide new supply.	✓	✓	
	P-8. Los Vaqueros Reservoir Expansion and Transfer-Bethany Pipeline	Expansion of CCWD's existing Los Vaqueros Reservoir and new pipeline that would connect the reservoir to the South Bay Aqueduct and Zone 7's system. Zone 7 is exploring the project for storage and conveyance, though there is also potential for new supply.		✓	✓
Non-Potable Supply and Storage					
	NP-1. Recycled Water Storage in Chain of Lakes	Storage of tertiary treated recycled water in Lakes F or G, once Zone 7 acquires the lakes from the gravel mining companies (which may not be for decades).	✓	✓	
	NP-2. Fringe Basin Groundwater	Use of Fringe Basin groundwater (which has limited potable supply potential) to supplement the recycled water supply.	✓		
	NP-3. Groundwater from Hopyard 7 Well	Use of Zone 7's Hopyard 7 well in the Main Basin, which is unsuitable for drinking water due to elevated levels of arsenic, to supplement the recycled water supply (through blending at DSRSD's WWTP).	✓		
	NP-4. Reverse Osmosis (RO) Reject from Zone 7's Groundwater Demineralization Facility	Intercepting the brine stream from Zone 7's groundwater demineralization facility and either treating or diluting it to add to the recycled water system.	✓		
	NP-5. Wastewater from Neighboring Agency	Potential long-term agreement for wastewater from Central Contra Costa Sanitary District (CCCSD) or the City of Livermore. Both agencies are reserving wastewater for other future recycled water projects, so long-term availability is uncertain.	✓		

P = potable; NP = non-potable

Figure ES-3. Summary of 2021 AWSS potable and non-potable water alternatives

Evaluation

Alternatives were evaluated through a multi-step process, as summarized below.

1 As a first step, individual alternatives were evaluated based on their benefits and costs. Benefits and costs were informed by discussions with potential partner agencies.	Two alternatives were screened out at this stage due to high cost relative to potential benefit: **NP-1** (Recycled Water Storage in Chain of Lakes) and **NP-4** (RO Reject from Zone 7's Groundwater Demineralization Facility)
2 The remaining alternatives were combined into four portfolios, each built around a different overall goal. Each portfolio offers different amounts of supply, storage, and conveyance based on the portfolio's goal. The intent was not to select a single portfolio, but rather to see how combinations of different alternatives perform together. Zone 7's 2020 UWMP sample portfolio was included as a reference point.	Reference Portfolio: Zone 7's 2020 UWMP Sample Portfolio **P-2.** Tri-Valley Potable Reuse **and/or** **P-3.** Regional Desalination, **P-4.** Transfers *(interim)*, **P-5.** Intertie, **P-6.** Delta Conveyance, **P-7.** Sites Reservoir, **P-8.** Los Vaqueros and Transfer-Bethany Portfolio 1: Maximize DSRSD Control **P-1.** DPR via Treated Water Augmentation, **NP-2.** Fringe Basin Groundwater Portfolio 2: Maximize Resilience **P-2.** Tri-Valley Potable Reuse **or** **P-3.** Regional Desalination, **P-4.** Transfers *(interim)*, **P-6.** Delta Conveyance, **P-7.** Sites Reservoir, **P-8.** Los Vaqueros and Transfer-Bethany, **NP-2.** Fringe Basin Groundwater **or** **NP-3.** Hopyard 7 Portfolio 3: Align with DSRSD's 2015 Water Policy (as possible) **P-2.** Tri-Valley Potable Reuse, **P-3.** Regional Desalination, **P-5.** Intertie, **P-6.** Delta Conveyance, **P-7.** Sites Reservoir, **P-8.** Los Vaqueros and Transfer-Bethany, **NP-5.** Wastewater from Neighboring Agency Portfolio 4: Minimize Cost **P-6.** Delta Conveyance, **P-7.** Sites Reservoir, **NP-3.** Hopyard 7
3 The portfolios were tested against different uncertainties to determine relative risk.	**Portfolios 2 and 3** include many of the same elements as Zone 7's 2020 UWMP sample portfolio, with the addition of recycled water alternatives. These two portfolios are the most diverse and perform best under uncertainties (e.g., climate change, public acceptance, and regulatory changes), while remaining within a similar cost range. **P-1** (DPR via Treated Water Augmentation) is only included in Portfolio 1, as this portfolio seeks to maximize projects that would be directly under DSRSD's control. **P-4** (Water Transfers and Exchanges) was considered to augment SWP supply in the near-term while other projects are being developed.
4 Feasible implementation timelines for alternatives in the preferred portfolios informed near-term recommendations and the long-term strategy.	As shown in Figure ES-4, some regional projects are well underway and on track to be implemented within the next 5 to 10 years (e.g., Los Vaqueros Reservoir Expansion and Transfer-Bethany Pipeline). Other projects are less certain, with start and/or end dates dependent on various factors. Most non-potable projects could be implemented in less than five years if conditions allow for the project to move forward.

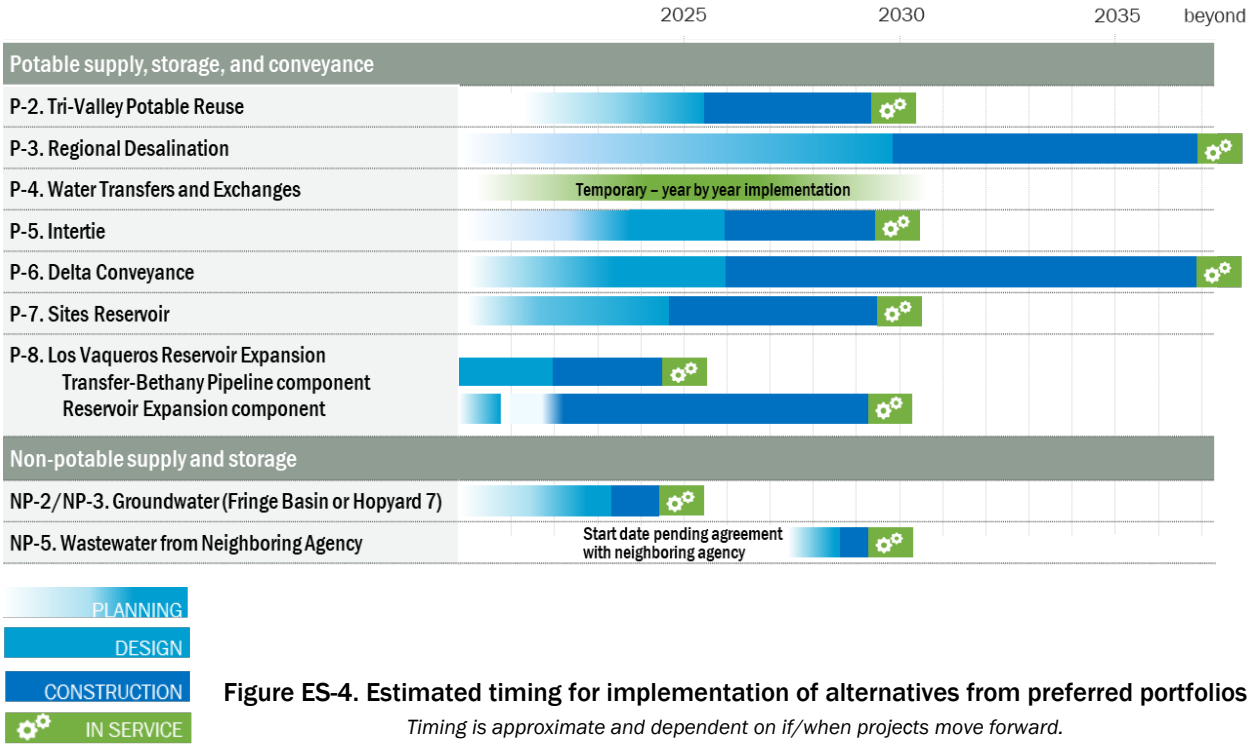


Figure ES-4. Estimated timing for implementation of alternatives from preferred portfolios

Timing is approximate and dependent on if/when projects move forward.

Based on the evaluation, the combination of alternatives in Portfolios 2 and 3 (shown to the right) offer multiple benefits and are most resilient to uncertainties. For many of these projects, additional studies are needed to further define the benefits and costs, including impacts to ratepayers. Additionally, Zone 7 plans to update its WSE later in 2021. The WSE Update will include a more robust technical and financial analysis of how various alternatives would complement existing water supplies and infrastructure and increase water resilience for the Tri-Valley. DSRSD will incorporate this information into the next update of the AWSS, which is recommended for 2023.

In the near-term, it is recommended that DSRSD continue to support Zone 7's efforts, seek supplemental non-potable supply to expand the recycled water program, and explore potential near-term pilot projects to gather information and inform longer-term decisions.

Alternatives from preferred portfolios (Portfolios 2 and 3):

P-2. Tri-Valley Potable Reuse

P-3. Regional Desalination

P-5. Intertie

P-6 and P-7. Delta Conveyance and Sites Reservoir *(best when combined)*

P-8. Los Vaqueros Reservoir Expansion and Transfer-Bethany Pipeline

NP-2/NP-3. Groundwater from Fringe Basin or Hopyard 7

NP-5. Wastewater from Neighboring Agency *(requires willing partner)*

P = potable; NP = non-potable

Key near-term recommendations:

- **Support Zone 7's efforts to pursue additional supply, storage, and conveyance.**
- **Explore near-term pilots to gather information and inform longer-term decisions.**
- **Seek supplemental non-potable supplies to expand the recycled water program.**

Recommendations

Recommended near-term actions are described below. These early steps would complement and support Zone 7's ongoing water supply efforts and inform several upcoming milestones, including Zone 7's decisions regarding continued participation in the Los Vaqueros Reservoir Expansion (2021), Sites Reservoir (2021), and Delta Conveyance (2022) projects and DSRSD's water supply contract renewal with Zone 7 (2024).

As shown in the recommended framework (Figure ES-5), DSRSD's long-term strategy will depend on outcomes of these near-term actions and other external triggers. It is recommended that DSRSD review the framework in 2023 to incorporate new information (e.g., from Zone 7's upcoming 2021 WSE Update) and lessons learned from early efforts.

Near-term actions for DSRSD

Support Zone 7's efforts	
Advocate for Zone 7's continued participation in the Los Vaqueros Reservoir Expansion Project (including Transfer-Bethany Pipeline).	Given that this project has already completed environmental review and components can be online in the next 5 to 10 years, it offers near-term reliability and provides more certainty than projects that are still in the early planning stages. Additionally, the Transfer-Bethany Pipeline provides an alternate conveyance method to move water into the Tri-Valley.
Support Sites Reservoir with Delta Conveyance.	Sites Reservoir, a new off-stream storage project located northwest of Sacramento, would provide storage and new supply for the Tri-Valley. Because the reservoir is located north of the Delta, bundling this project with Delta Conveyance (which would help protect against sea level rise, earthquakes, and other Delta disruptions) would enable more reliable access to the supply.
Explore possible near-term pilots	
Potable reuse pilot with Alameda County Water District (ACWD), Union Sanitary District (USD), Zone 7, and the City of Livermore.	This concept would include construction of an advanced water purification pilot facility at DSRSD's WWTP. Purified water would be conveyed to ACWD via Alameda Creek, and ACWD would intercept the flow and divert it to Quarry Lakes for groundwater recharge. This pilot would provide a regional demonstration project, collect data to inform future regional potable reuse projects, and make use of wastewater effluent currently discharged to San Francisco Bay. Longer-term, this project could also include a transfer/exchange, by which ACWD would provide one of its water sources to DSRSD or Livermore (via Zone 7) in exchange for purified water.
Pilot Transfer with Zone 7 and EBMUD.	This pilot transfer would utilize DSRSD's existing emergency interties with EBMUD. Although EBMUD's distribution system has limited capacity and is not designed for long-term, every year wheeling arrangements, a short-term pilot could demonstrate viability of this concept to support future dry-year or emergency transfers and inform possible future projects (e.g., a potential EBMUD-Zone 7 emergency intertie).
Seek supplemental non-potable supply	
Work with Zone 7 to collect more data on the Fringe Basin and Hopyard 7 well.	The Fringe Basin has limited potable supply potential due to high total dissolved solids but could possibly be used to supplement the recycled water supply. Similarly, Zone 7's Hopyard 7 well in the Main Basin is not used for drinking water due to elevated levels of arsenic, though may be suitable for non-potable uses. Further investigations are needed to determine the feasible quantity and quality of groundwater that could be introduced to the recycled water system.

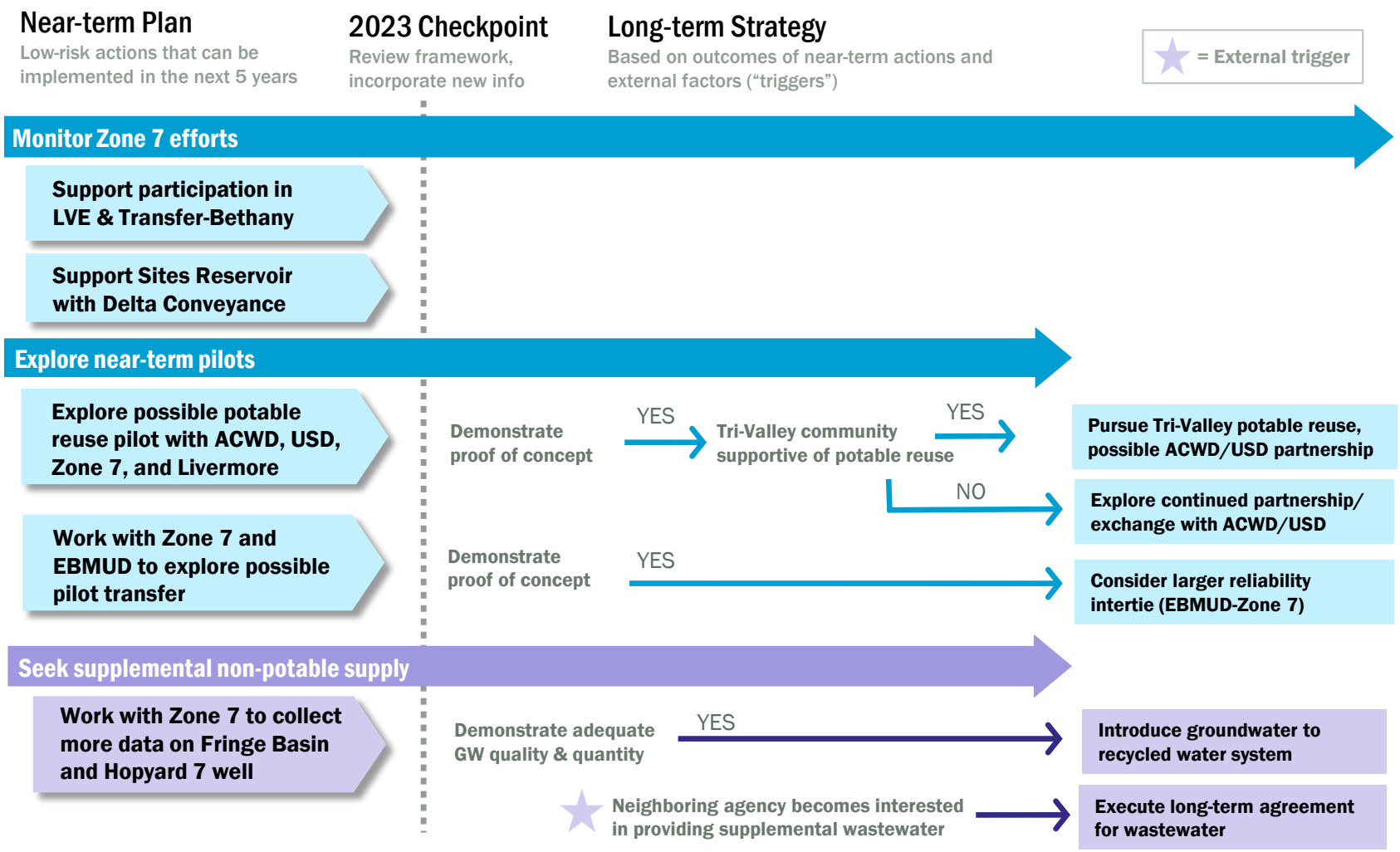


Figure ES-5. Recommended framework

Conclusions

Conditions have changed substantially since 2015. With conservation as a way of life in California, water demand projections are lower, and less wastewater is available for reuse. However, there is still potential for DSRSD to expand its recycled water program if additional supply can be added to the recycled water system. An integrated approach is needed to manage potable and recycled water supplies and make best use of available effluent.

Additionally, diverse portfolios improve resilience, enable flexibility, and reduce risk. A combination of new supply, storage, and conveyance is needed to ensure reliability, and it is recommended that DSRSD continue to pursue an "all of the above" approach towards developing potential water projects. Near-term efforts (e.g., pilot projects, groundwater studies, and Los Vaqueros Reservoir Expansion) can enable progress while longer term projects are being developed. Partnerships are key to success, as collaborative projects offer new opportunities, multiple benefits, and improved regional reliability.

The recommended framework outlines near-term and long-term strategies for a resilient and sustainable water future, accounting for key uncertainties and decision points. It is recommended that DSRSD review and update the framework in 2023 to incorporate new information.

The results of the 2021 AWSS and recommended framework were presented to DSRSD's Board of Directors on April 6, 2021 and informed DSRSD's updated Water Resiliency Policy. The new policy was adopted by DSRSD's Board of Directors on April 20, 2021, replacing the 2015 Water Policy. Key principles in the adopted Water Resiliency Policy include:

- Emphasizing the need for collaborative partnerships for building water resiliency.
- Advocating for an "all of the above approach" to pursuing a diverse portfolio of water supply, storage, and conveyance projects.
- Prioritizing local and sustainable water sources and projects that contribute to regional self-reliance, while moving away from the more prescriptive goals in the 2015 Water Policy that were based on information that has evolved or substantially changed.
- Ensuring Zone 7 water shortage allocations recognize retailer water use efficiency and investments in new water supplies.
- Advancing the development of near-term projects that could be eligible for grant funding.

The 2021 AWSS and Water Resiliency Policy will guide DSRSD efforts to work collaboratively with other partner agencies on developing water projects to address DSRSD's current and future water needs. DSRSD plans to review the 2021 AWSS and Water Resiliency Policy in 2023. As part of that review, DSRSD will evaluate progress made towards building a resilient and sustainable water future for its customers and update the framework to incorporate new information.

APPENDIX L

DSRSD Water Resiliency Policy

Dublin San Ramon Services District
Water, wastewater, recycled water

Policy

Policy No.: P300-21-1	**Type of Policy:** Operations
Policy Title: Water Resiliency	
Policy Description: Provides guidance for building a resilient and sustainable water supply future for District customers	
Approval Date: 4/20/2021	**Last Review Date:** 2021
Approval Resolution No.: 22-21	**Next Review Date:** 2023
Rescinded Resolution No.: 89-15	**Rescinded Resolution Date:** 10/20/2015

It is the policy of the Board of Directors of Dublin San Ramon Services District to:

1. Reliably meet existing and projected water demands within the District's water service area by supplying water to meet 100% of customer water demands 90% of the time and at least 85% of customer water demands 99% of the time.

2. Collaborate with local and regional partners to build a resilient and sustainable water supply through implementation of a diverse portfolio of water supply, conveyance, and storage projects that provides flexibility to manage our water system against future uncertainties.

3. Advocate for the continued exploration and development of a broad array of projects that have the potential to improve water resiliency for the Tri-Valley, such as Bay Area Regional Desalination, Delta Conveyance, Interties, Los Vaqueros Reservoir and Transfer Bethany Pipeline, Potable Reuse, Sites Reservoir, Water Transfers, and Expanded Recycled Water Programs.

4. Prioritize the use of locally available and sustainable water supply sources and projects that contribute to regional self-reliance.

5. Advance the development of near-term water resiliency projects through local partnerships and seek grant funding to facilitate project implementation and reduce costs to District customers.

6. Support efforts by other agencies to pursue grant funding for statewide and regional projects that improve water resiliency for District customers.

7. Ensure that during droughts and other water supply shortage conditions, Zone 7 Water Agency allocates water between the treated water retailers in an equitable manner that recognizes water use efficiency and investments in new water supplies that reduce potable water demands.

8. Meet the State's long-term water use and water loss efficiency standards by promoting reasonable and efficient use of water supplies through conservation programs and water optimization tools and technologies.

9. Maximize treated wastewater effluent as a valuable water resource and minimize environmental pollution to the San Francisco Bay by recycling 100% of the flows that enter the Regional Wastewater Treatment Plant, apart from treatment residual (brine).

10. Advocate for programs to protect and enhance the quality of drinking water delivered to District customers.

APPENDIX M

DERWA and Central San Agreement

A19-14 #50057
Res. No. 31-19
pgs. 1-8

DSRSD•EBMUD RECYCLED WATER AUTHORITY AND DUBLIN SAN RAMON SERVICES DISTRICT AGREEMENT TO PROVIDE CONVEYANCE, TREATMENT, AND DISPOSAL OF SUPPLEMENTAL SUPPLY

This Agreement is effective as of this 20th day of August, 2019, by and between the DSRSD•EBMUD Recycled Water Authority, a joint powers authority organized and existing under Government Code sec. 6500 et seq. (hereinafter "DERWA") and the Dublin San Ramon Services District, a California community services district (hereinafter "DSRSD"), for the purpose of defining the terms and conditions under which DSRSD will provide conveyance, treatment, and disposal of supplemental supply to DERWA to augment the existing recycled water supply. DERWA and DSRSD are individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DERWA has experienced a shortage of recycled water supply on peak irrigation days; and

WHEREAS, DERWA has determined that there will continue to be recycled water supply shortages on peak days in the near future; and

WHEREAS, the Parties agree that supplemental supply is needed for DERWA to continue to meet the demands of its Member Agencies; and

WHEREAS, the Parties understand that the supplemental supply may be acquired as either groundwater or untreated wastewater; and

WHEREAS, the supplemental supply will be conveyed to DSRSD's main wastewater treatment facility and there treated to secondary levels before entering the DERWA treatment facility for tertiary treatment; and

WHEREAS, on July 28, 2003, DERWA entered into an Agreement for the Sale of Recycled Water by the DSRSD•EBMUD Recycled Water Authority to the Dublin San Ramon Services District and the East Bay Municipal Utility District (Agreement for the Sale of Recycled Water) and a Water Supply Agreement Between the DSRSD/EBMUD Recycled Water Authority and the East Bay Municipal Utility District (Water Supply Agreement) with DSRSD and EBMUD; and

WHEREAS, on February 4, 2019, DERWA entered in an Agreement for the Temporary Diversion of Wastewater between Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority and Central Contra Costa Sanitary District; and

WHEREAS, DERWA continues to seek additional sources of supplemental supply; and

WHEREAS, the Parties agree that DSRSD will incur additional cost to convey the source water and to treat the supplemental supply to secondary levels, and to occasionally dispose of excess source water through the Livermore-Amador Valley Water Management Agency (LAVWMA) facilities; and

WHEREAS, it is the mutual desire of the Parties to set forth in this Agreement the terms and conditions under which DSRSD will convey the source water to DSRSD's main wastewater treatment facility, treat the supplemental supply to secondary levels before being delivered to the DERWA treatment facility for tertiary treatment, and occasionally dispose of excess source water through the LAVWMA facilities.

NOW, THEREFORE, in consideration of these Recitals and the terms, conditions and covenants contained herein, it is mutually understood and agreed as follows:

SECTION 1: CONDITIONS UPON CONVEYANCE OF SUPPLEMENTAL WATER

A. DSRSD will convey supplemental supply from its source to its main wastewater treatment facility through existing sewer pipelines without cost subject to the following conditions:
   (1) DSRSD may refuse to convey supplemental supply through a pipeline if the supplemental supply, together with the wastewater then being conveyed through the pipeline, would exceed the design capacity of any portion of the pipeline (currently a ratio of 0.8 depth/diameter);
   (2) DSRSD may suspend conveyance of supplemental supply through a pipeline during the repair or replacement of portions of that pipeline;
   (3) DSRSD may refuse to convey supplemental supply that exceeds its Pretreatment Program Local Limits from time to time in effect.

SECTION 2: COSTS OF SUPPLEMENTAL SUPPLY INCREMENTAL TREATMENT

A. DERWA will pay a unit cost for the costs of supplemental supply incremental treatment. The unit cost per million gallons to treat supplemental supply to secondary levels will be based on additional chemical and energy costs incurred by DSRSD during the peak months of recycled water demand which include June, July, August, and September.

B. The terms "Contract Year" and "CY" shall have the meaning provided in the Agreement for the Sale of Recycled Water as it may be amended from time to time. The current definition appears in Exhibit "B", Definitions, to that Agreement as item (W) "Year, Contract."

C. The CY 2019-2020 unit cost will be $518 per million gallons based on the actual cost data from June, July, August, and September of CY 2018-2019. The unit cost for subsequent Contract Years will thereafter be adjusted according to the actual unit cost data for June, July, August, and September of the Contract Year immediately preceding as determined through the reconciliation process described in Section 5 of this Agreement. The unit cost will be estimated to the

nearest dollar. Exhibit "A" to this Agreement provides a sample calculation to illustrate the reconciliation methodology.

D. DSRSD will bill DERWA monthly for the costs of supplemental supply that it treats for DERWA. Supplemental supply incremental treatment costs as provided herein shall be considered DERWA Operations Costs pursuant to the Agreement for the Sale of Recycled Water and DERWA shall bill its Member Agencies per Article IV. of that agreement.

SECTION 3: COSTS OF BIOSOLIDS DISPOSAL

In year four (4) of the Initial Term and in any Renewal Term, as defined in Section 6.A below, DSRSD shall be entitled to include the cost of biosolids disposal in the calculation of the unit cost for supplemental supply incremental treatment for those supplemental supplies that include suspended solids. The estimated cost of biosolids disposal will be furnished to DERWA not less than three (3) months prior to the expiration of year three (3) of the Initial Term.

The biosolids disposal unit cost for year five and subsequent Contract Years will thereafter be adjusted according to the actual unit cost data for June, July, August, and September of the Contract Year immediately preceding as determined through the reconciliation process described in Section 5 of this Agreement.

SECTION 4: COSTS OF NECESSARY DISPOSAL THROUGH LAVWMA

A. If the total quantity of supplemental supply conveyed to and treated to secondary levels by DSRSD's main wastewater treatment facility exceeds the quantity that can be beneficially used as a recycled water supply, such secondary effluent will need to be conveyed by the LAVWMA for disposal by the East Bay Dischargers Authority (EBDA).

B. DERWA shall pay the costs actually charged to and paid by DSRSD to LAVWMA (based on LAVWMA operations and maintenance costs per million gallons) for conveying the excess quantity of supplemental supply to EBDA for disposal. The CY 2019-2020 unit cost will be $737 per million gallons conveyed through LAVWMA based on actual cost data from June, July, August, and September of CY 2018-2019. The unit cost for subsequent Contract Years will thereafter be adjusted according to the actual unit cost data for June, July, August, and September of the Contract Year immediately preceding as determined through the reconciliation process described in Section 5. The unit cost will be estimated to the nearest dollar. Exhibit "B" to this Agreement provides a sample calculation to illustrate the reconciliation methodology.

SECTION 5: RECONCILIATION OF COSTS

At the end of each Contract Year, DERWA, in cooperation with DSRSD, will perform an audit to determine the actual cost of supplemental supply incremental treatment, LAVWMA conveyance costs, and biosolids disposal and reconcile the unit costs for each. The resulting actual unit costs shall, as provided for in Section 2.C, Section 3, and Section 4 of this Agreement, be the basis for the subsequent Contract Year unit costs.

DERWA shall reconcile the amount each Member Agency paid for the preceding Contract Year to reflect the actual unit costs as determined hereunder.

SECTION 6: TERM OF AGREEMENT

A. The Initial Term of this Agreement shall be five (5) years beginning with the date first set forth above. This Agreement shall automatically renew thereafter for successive one (1) year terms unless either of the Parties hereto provides to the other Party written notice of intent to terminate this Agreement not less than three (3) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

B. Notwithstanding the foregoing, a Renewal Term shall not extend the term of this Agreement beyond the respective terms of the Water Supply Agreement and the Agreement For the Sale of Recycled Water between DERWA and its Member Agencies; and if either of those agreements is terminated for any cause, this Agreement To Provide Treatment For Supplemental Supply Water will expire as of the same date without the need for any affirmative action by either Party.

SECTION 7: DISPUTE RESOLUTION

In the event that a dispute arises over the administration of this Agreement, the general provisions of Article VI, Dispute Resolution, of the Agreement for the Sale of Recycled Water shall be followed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year set opposite the name of each of the Parties. The Effective Date of this Agreement shall be the date of the last signature affixed below.

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____ Dated: 8/9/2019
Dan McIntyre, General Manager

ATTEST:

By: _____ Dated: 8/13/19
Nicole Genzale, District Secretary

APPROVED AS TO FORM:

By: _____ Dated: 8/20/19
Carl P.A. Nelson, DSRSD Counsel

DSRSD•EBMUD Recycled Water Authority
A Joint Powers Authority

By: _____ Dated: _____
John V. Rossi, Authority Manager

ATTEST:

By: _____ Dated: _____
Nicole Genzale, Authority Secretary

APPROVED AS TO FORM:

By: _____ Dated: _____
Douglas E. Coty, DERWA General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year set opposite the name of each of the Parties. The Effective Date of this Agreement shall be the date of the last signature affixed below.

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____ Dated: _____
Dan McIntyre, General Manager

ATTEST:

By: _____ Dated: _____
Nicole Genzale, District Secretary

APPROVED AS TO FORM:

By: _____ Dated: _____
Carl P.A. Nelson, DSRSD Counsel

DSRSD•EBMUD Recycled Water Authority
A Joint Powers Authority

By: _____ Dated: 8/16/19
John V. Rossi, Authority Manager

ATTEST:

By: _____ Dated: 8/30/19
Nicole Genzale, Authority Secretary

APPROVED AS TO FORM:

By: _____ Dated: 8/15/2019
Douglas E. Coty, DERWA General Counsel

EXHIBIT A
SUPPLEMENTAL SUPPLY INCREMENTAL TREATMENT COST

Incremental Cost to Treat Supplemental Supply is equal to the sum of the peak months chemical cost and the peak months gas & electric cost divided by the peak months total million gallons treated as shown in the formula below:

Incremental Cost to Treat Supplemental Supply = (Peak Months Total Chemical Cost + Peak Months Total Gas & Electric Cost) ÷ Peak Months Total Million Gallons Treated

Example Cost Calculation for Incremental Treatment of DERWA Supplemental Supply

	June	July	August	September	**Peak Months Total[b]**
Chemical Costs	$20,660	$32,126	$31,260	$18,890	$102,935
Gas & Electric Costs	$141,341	$157,200	$141,909	$127,760	$568,210
Total MG Treated	320	338	329	308	1,295
DERWA Cost per MG					**$518** [a]

[a] Incremental cost to treat supplemental supplies to secondary levels. Cost to be adjusted annually based on actual data from the previous contract year spanning from April 1 to March 31.

[b] Peak months of recycled water demand are June, July, August, and September.

EXHIBIT B
SUPPLEMENTAL SUPPLY DISPOSAL COST

The cost to dispose of supplemental supply through the LAVWMA pipeline is equal to the peak months LAVWMA Operations and Maintenance costs divided by the peak months export flow as shown in the formula below:

Disposal Cost = Peak Months O&M Expenses ÷ Peak Months Export Flow

Example Cost Calculation for Disposal of DERWA Supplemental Water Supply through LAVWMA:

	June	July	August	September	**Peak Months Total**[(b)]
LAVWMA Operations and Maintenance Expenses	$143,997	$128,650	$154,791	$130,047	$557,485
Export Flow	194	158	181	223	756
DERWA Cost per MG					**$737** [(a)]

(a) Unit cost to dispose of supplemental supply through the LAVWMA pipeline. Cost to be adjusted annually based on actual data from the previous contract year spanning from April 1 to March 31.

(b) Peak months of recycled water demand are June, July, August and September.

RESOLUTION NO. 31-19

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE AGREEMENT WITH THE DSRSD•EBMUD RECYCLED WATER AUTHORITY TO PROVIDE CONVEYANCE, TREATMENT, AND DISPOSAL OF SUPPLEMENTAL SUPPLY

WHEREAS, the Dublin San Ramon Services District (DSRSD), the East Bay Municipal Utility District (EBMUD), and the DSRSD•EBMUD Recycled Water Authority (DERWA) executed the Agreement for the Sale of Recycled Water by the DSRSD•EBMUD Recycled Water Authority to the Dublin San Ramon Services District and the East Bay Municipal Utility District (DERWA Sales Agreement) on July 28, 2003; and

WHEREAS, DERWA has experienced a shortage of recycled water supply on peak irrigation days; and has determined that there will continue to be recycled water supply shortages on peak days in the future; and

WHEREAS, the Parties agree that supplemental supply is needed for DERWA to continue to meet the demands of its Member Agencies, comprised of DSRSD and EBMUD; and

WHEREAS, the Parties understand that the supplemental supply may be acquired as either groundwater or untreated wastewater; and

WHEREAS, the supplemental supply may be conveyed to DSRSD's main wastewater treatment facility and there treated to secondary levels before entering the DERWA treatment facility for tertiary treatment; and

WHEREAS, the Parties agree that DSRSD will incur additional cost to convey the source water and to treat the supplemental supply to secondary levels, and to occasionally dispose of excess source water through the Livermore Amador Valley Water Management Agency (LAVWMA) facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

The Board President and District Secretary are hereby authorized and directed to execute and to attest thereto, respectively, the DSRSD•EBMUD Recycled Water Authority and Dublin San Ramon Services Agreement to Provide Conveyance, Treatment, and Disposal of Supplemental Supply (Exhibit "A") for and on behalf of the District.

*****

APPENDIX N

Central San Cooperative MOA –

Seasonal Wastewater Diversion

MEMORANDUM OF AGREEMENT
BETWEEN

CENTRAL CONTRA COSTA SANITARY DISTRICT,
DUBLIN SAN RAMON SERVICES DISTRICT-EAST BAY MUNICIPAL UTILITY DISTRICT RECYCLED WATER AUTHORITY ("DERWA"),
DUBLIN SAN RAMON SERVICES DISTRICT, AND
EAST BAY MUNICIPAL UTILITY DISTRICT

TO

COOPERATE ON THE DEVELOPMENT OF A LONG-TERM SEASONAL WASTEWATER DIVERSION AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this 4th day of April, 2026 ("Effective Date"), by and between the Central Contra Costa Sanitary District ("Central San"), Dublin San Ramon Services District - East Bay Municipal Utility District Recycled Water Authority ("DERWA"), Dublin San Ramon Services District ("DSRSD"), and East Bay Municipal Utility District ("EBMUD") ("Agreement"). Central San, DERWA, DSRSD, and EBMUD are individually referred to as "Party," and collectively as "Parties."

RECITALS

WHEREAS, DERWA, a joint powers authority of DSRSD and EBMUD, has identified a need for supplemental wastewater influent during peak summer irrigation demand to serve as a source for tertiary-treated recycled water throughout the DSRSD and EBMUD recycled water service areas; and

WHEREAS, DSRSD provides potable and recycled water to the Dougherty Valley portion of the City of San Ramon and wastewater collection and treatment to the southernmost portion of the City of San Ramon, and EBMUD provides potable water to all other areas of the City of San Ramon and recycled water to a portion of the City of San Ramon; and

WHEREAS, Central San provides wastewater collection, treatment, and disposal services to a major portion of the City of San Ramon, including Dougherty Valley and has the ability to seasonally redirect some of its wastewater to the DSRSD collection system; and

WHEREAS, on February 4, 2019, Central San and DERWA entered into the "Agreement for the Temporary Diversion of Wastewater" ("Temporary Agreement") by which Central San authorized seasonal diversion of certain wastewater flows for no more than five (5) years subject to certain terms and conditions, expiring on January 21, 2026; and

WHEREAS, on January 21, 2021, in accordance with the terms of the Temporary Agreement, installation of facilities were completed to enable the diversion of raw wastewater

from Central San's wastewater collection system to the DSRSD collection system, upstream of the San Ramon Pump Station at Central San Junction Structure 11 ("Diversion Facilities," as described on Exhibit "A"), for conveyance to the DSRSD wastewater treatment plant for treatment and production of tertiary-treated recycled water; and

WHEREAS, the Diversion Facilities were successfully operated during the 2021 irrigation season from June 21, 2021 through September 10, 2021, and diverted 58 million gallons (177 acre-feet) of supplemental supply for the DERWA recycled water program; and

WHEREAS, DERWA completed the Recycled Water Supply Management Plan in March 2024, which projected a need for additional wastewater supplies to meet DERWA buildout demands and evaluated supplemental supply strategies including seasonal wastewater from Central San; and

WHEREAS, the Parties are engaged in ongoing discussions related to the continued, and potentially expanded, diversion of raw wastewater from Central San during peak summer months, with the intent of increasing the quantity of recycled water produced and put to beneficial use within the region in support of the Parties' mutually agreed upon goals of maximizing locally and sustainable sources of supply, conserving limited potable water supplies, and reducing discharges of nutrients from wastewater to San Francisco Bay; and

WHEREAS, the Parties desire to cooperate on work needed to develop a long-term seasonal wastewater diversion agreement ("Long-term Diversion Agreement") consistent with the Guiding Principles included as Exhibit B of this Agreement and the Parties desire to provide for the continued seasonal diversion of untreated wastewater flows from Central San by DERWA, DSRSD, and EBMUD while this Agreement remains in effect.

NOW, THEREFORE, in consideration of the Recitals and the terms, conditions, and covenants contained herein, Central San, DERWA, DSRSD, and EBMUD agree as follows:

I. PURPOSE

A. This Agreement defines the respective roles and responsibilities of Central San, DERWA, DSRSD, and EBMUD for completing technical studies needed to inform the development of the Long-term Diversion Agreement.

B. This Agreement sets forth mutually agreed upon Guiding Principles (Exhibit B) for negotiating the Long-term Diversion Agreement.

C. This Agreement provides for a temporary and seasonal supply of untreated wastewater from Central San and for the temporary and seasonal use of the Diversion Facilities during the term of this Agreement subject to certain terms and conditions described herein.

D. This Agreement is intended as a temporary, interim arrangement, that provides additional time for the Parties to complete technical studies and negotiate a Long-term Diversion Agreement.

II. TERM

The initial term of this Agreement shall be for a period of one (1) year from the Effective Date. This Agreement may be extended for up to two successive one (1) year terms by unanimous written agreement of the Parties hereto, executed not less than thirty (30) days prior to the expiration of the initial term or any extended term, as applicable.

III. GOOD FAITH, COOPERATION, AND SCHEDULE

A. Conditioned upon DERWA's commitment of funding for costs associated with the technical studies identified in Section IV, *Technical Studies*, the Parties commit to diligently and in good faith cooperate towards the completion of the technical studies described in Section IV.B. The Parties will endeavor to complete the technical studies by December 31, 2026.

B. The Parties further commit to good faith negotiations to develop a Long-term Diversion Agreement, informed by the technical studies provided for herein. The Parties will endeavor to conclude negotiations within twelve (12) months of the collective completion of these technical studies.

IV. TECHNICAL STUDIES

A. DERWA shall pay, or reimburse, all costs to prepare the technical studies described in Section IV.B. All Parties will have an opportunity to review and provide comments on the scope of work, consulting agreement, task orders, and estimated costs to complete the scopes of work prior to initiation of work. Reasonable comments shall be addressed through revisions to the applicable document, or an explanation shall be provided as to why responsive revisions were impracticable. DERWA's agreement for performance of any technical studies requiring access to Central San facilities will name Central San as an additional insured and Central San, its board members, employees, officers, and agents as indemnitees.

B. The Parties will cooperate and work in good faith to complete the following technical studies:

1. ***DERWA Demand and Supply Analysis*** – DERWA shall work with EBMUD and DSRSD to update the demand and supply projections in the 2024 DERWA Recycled Water Supply Management Plan and estimate the quantity of supplemental wastewater needed from Central San to meet current and buildout recycled water demands. The analysis will include monthly projections under a range of hydrologic conditions, and account for future uncertainties, and changes in customer demands and behaviors.

2. ***Central San Technical Study*** – DERWA, in coordination with EBMUD and DSRSD, shall retain a consultant selected by Central San to: assess feasible technical alternatives for increasing the seasonal diversion of wastewater from the Central San Ramon Pump Station to the DSRSD wastewater collection system; evaluate hydraulic, structural, electrical, and operational implications; evaluate capital and life-cycle costs for each alternative; and recommend a preferred alternative. The selected consultant will consider, to the extent practicable and necessary, the draft DERWA Demand and Supply Analysis.

3. ***DSRSD Technical Study*** – DSRSD will select and retain two consultants to evaluate the potential impacts of increasing the seasonal diversion of wastewater from Central San to the DSRSD wastewater collection system, wastewater treatment plant, and recycled water treatment facilities and develop conceptual design and estimated costs for any recommended improvements. The consultant will also identify any recommended improvements required for long-term operation of the Division Facilities. The selected consultant will consider, to the extent practicable and necessary, the draft results of the DERWA Demand and Supply Analysis and the Central San Technical Study.

C. All Parties will have an opportunity to review and provide comments on the draft versions of each technical study described herein. Reasonable comments shall be addressed through revisions to the draft technical studies, or an explanation shall be provided as to why responsive revisions were impracticable. Each Party will receive a copy of each final technical study. For purposes of this Agreement, the technical studies shall collectively be deemed complete within thirty (30) days of receipt by DERWA of all three final technical studies provided for herein.

V. TEMPORARY DIVERSION AND USE OF WASTEWATER; SEASONAL OPERATION OF DIVERSION FACILITIES

A. Authorization for Diversion and Use of Wastewater. Central San authorizes DERWA, DSRSD, and EBMUD, during peak summer months to (1) use the Diversion Facilities to divert untreated wastewater present within Central San's wastewater collection system at that point of diversion, so long as such diversions are made in full compliance with all requirements of this Section V and the most recent version of Standard Operating Procedures (SOP) which has been agreed upon by Central San and DSRSD, (2) treat the diverted wastewater to create recycled water, (3) apply the resulting recycled water to lawful beneficial use, and (4) lawfully discharge any portion of the diversion that is not used to create recycled water or not applied to beneficial use. The authorizations given in this paragraph shall remain in effect for the full term of this Agreement.

B. Operations. Central San and DSRSD shall operate the Diversion Facilities in a safe and effective manner that minimizes the potential for adverse impacts to both Central San and DSRSD wastewater collection and treatment systems, the environment, and neighboring properties.

1. During the term of this Agreement, when DERWA requires the additional supplies made available by Central San pursuant to this Agreement, DSRSD will coordinate with Central San to divert wastewater flows from the Central San collection system to the DSRSD collection system for conveyance to the DSRSD Regional Wastewater Treatment Plant for secondary and tertiary treatment on behalf of DERWA.

2. To facilitate Central San maintaining a stable operation, the wastewater diversion shall not be intermittent, unless otherwise agreed to in advance by Central San in its sole discretion. DSRSD will provide advance notice, pursuant to the SOP, of its intent to begin diverting from Central San's collection system. When DERWA no longer requires use of Central San wastewater flows pursuant to this Agreement to meet seasonal irrigation demands, DSRSD will provide notice, pursuant to the SOP, of the intent to stop the diversion from Central San's collection system.

3. If diversion causes negative operational impacts to either Central San or DSRSD, or both, caused in full or in part by the diversion of wastewater and which cannot be satisfactorily mitigated, Central San and DSRSD shall each have the right to unilaterally stop the diversion of wastewater to DSRSD's collection system immediately provided the party stopping the diversion complies with the SOP, including without limitation by providing required notice. The Parties will thereafter meet and confer, within ten (10) business days after written notice is received, to determine what actions or changes in diversion operations are or may be required, if any, to sufficiently mitigate the negative operational impacts and return the Diversion Facilities to operation, if needed.

4. The operation of the Diversion Facilities will be led and controlled by DSRSD representatives pursuant to the SOP. A Central San representative shall be present during the opening and closing of the diversion gates/structures, unless emergency conditions are present, or operational needs require DSRSD to stop the diversion pursuant to Section V.B.3. Resuming diversions, following a cessation due to emergency conditions or operational needs, will be coordinated between Central San and DSRSD, once the emergency condition and/or operational needs have been resolved.

C. Notification and Reporting

1. DSRSD shall provide Central San advance notice of the start and end of the diversion season throughout the term of this Agreement as required by the SOP. Notice shall be provided to the individual or individuals identified by Central San and in the manner agreed upon by the Parties.

2. Central San shall notify DSRSD in advance of any changes in operations that may affect the operation of the division or the amount of wastewater flow available for the diversion.

3. Central San and/or DSRSD shall notify each other by telephone as soon as reasonably possible and consistent with the SOP after the diversion has been suspended due to emergency conditions or operational needs as described in Section V.B.3, above. DSRSD shall notify DERWA and EBMUD as soon as reasonably practicable.

4. Prior to May 1 of each year, Central San and DSRSD staff shall review and update the SOP to reflect changes in operations and conformance with the requirements provided for in the MOA. Revisions to the SOP must be approved by the General Managers of Central San and DSRSD, or their designees, which approval shall not be unreasonably withheld.

D. Wastewater Treatment

1. DSRSD will be responsible for all conveyance, treatment, use and/or disposal of wastewater flow once diverted from Central San's Junction Structure 11, which is depicted in Exhibit A.

2. Central San will have no responsibility for the conveyance, treatment, use and/or disposal of wastewater once diverted from its Junction Structure 11 into DSRSD's collection system.

E. Urgent or Emergency Matters

1. The Parties shall create and maintain an emergency contact list as required by the SOP, which shall include names, roles, and emergency contact information for emergency response personnel. If an urgent or emergency conditions exists, the responding Party shall attempt to reach their counterpart, by telephone as soon as reasonably possible.

2. In the case of an urgent or emergency situation involving the Diversion Facilities, Central San and DSRSD agree to communicate and work cooperatively in responding to prevent or mitigate the loss or impairment of life, health, property or essential public services.

3. Central San, DSRSD, or both, may respond to and resolve any urgent or emergency situation involving the Diversion Facilities. When emergency response assistance is required by either Central San or DSRSD involving the Diversion Facilities, mutual assistance or aid may be requested and provided in accordance with any applicable mutual aid or operations agreements, including this Agreement.

4. No Party to this Agreement, or a third party under contract with and at the request of a Party, shall be constrained in an urgent or emergency situation from expending funds or performing work on or related to the Diversion Facilities in order to prevent or mitigate the loss or impairment of life, health, property or essential public services to customers of any Party at the responding Party's individual expense and in accordance with its policies and procedures. In such an event, the Party performing, or that has authorized, the work shall notify the other Parties as soon as reasonably practicable.

VI. ANNUAL REPORT

During the term of this Agreement, DERWA shall provide Central San with an annual report which includes, at a minimum: 1) a summary of overall DERWA recycled water demands for the reported calendar year; 2) projected DERWA demands for the next 5-year period; 3) monthly volumes of wastewater diverted through the Diversion Facilities; 4) monthly volumes of diverted wastewater used to produce recycled water; 5) monthly volumes of diverted wastewater that was disposed of by DSRSD through the Livermore-Amador Valley Water Management Agency ("LAVWMA") system. The first report shall be due within sixty (60) days of execution of this Agreement, and subsequent annual reports shall be due by April 30 of each calendar year.

VII. GENERAL PROVISIONS

A. Termination. Except as provided for in Section VII.E., *Compliance With Laws*, this Agreement can be terminated prior to the end of the term, or any extended term, only by written unanimous agreement of the Parties.

B. Amendment. No alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized representative of the Parties.

C. Assignment and Successors. No Party will assign any right or interest in this Agreement, or any part thereof, without the express written consent of the other Party. This Agreement shall bind the successors of the Parties in the same manner as if they were expressly named.

D. Dispute Resolution. In the event of a dispute between the Parties over the meaning of this Agreement, the Parties will meet in good faith to attempt to resolve the matter. Should informal efforts fail to resolve a dispute, the Parties may agree to mediation or arbitration, or pursue other available legal remedies by filing a lawsuit in the venue identified in Section VII.J (Law and Venue) below.

E. Compliance With Laws. Each Party will comply with all laws, ordinances, regulations and orders applicable to work it will perform under this Agreement. If, as determined by a Party in its sole reasonable discretion, performance or contemplated performance under Section V, *Seasonal Operation of Diversion Facilities* results in,

or is more likely than not to result in that Party's failure to comply with applicable laws, ordinances, regulations, and orders, the Party may suspend its performance or terminate the Agreement, as determined by that Party in its reasonable discretion.

F. Indemnification. To the extent permitted by State law, each Party (each an "Indemnitor") will indemnify, defend and hold all other Parties and their directors, officers, agents, and employees safe and harmless from any and all claims, suits, judgments, damages, penalties, costs, expenses, liabilities and losses that arise from or are related in any way to said Indemnitor's, or its directors', officers', agents', and employees', negligent acts, errors or omissions, or willful misconduct, in the performance of this Agreement.

G. Notice. All notices required to be given, or which may be given by either Party to the other, will be deemed to have been fully given and fully received: (a) immediately upon personal delivery; (b) three days after the notice is deposited in the United States mail, registered and postage prepaid and addressed to the Party for whom intended; or (c) on the same day as electronic transmission is sent as long as the transmitting Party receives confirmation of the transmission's delivery.

Central San:	Roger S. Bailey, General Manager Central Costa County Sanitary District 5019 Imhoff Place Martinez, CA 94553 (925) 229-7300 rbailey@centralsan.org
DERWA:	Vivian Housen, Authority Manager DSRSD-EBMUD Recycled Water Authority 7051 Dublin Boulevard Dublin, CA 94568 (925) 518-3487 vhousen@housenassociates.com
DSRSD:	Jan Lee, General Manager Dublin San Ramon Services District 7051 Dublin Boulevard Dublin, CA 94568 (925) 875-2200 jlee@dsrsd.com

EBMUD: Clifford Chan, General Manager
East Bay Municipal Utility District
375 11th Street
Oakland CA 94607
(510) 287-0101
clifford.chan@ebmud.com

Any party may change the named individual or location to which notices must be sent. Notification of a change in the name or information for the contact person will be in a writing which may be provided by electronic mail.

H. Signatures. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed in counterpart which when taken together shall be considered one and the same agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

I. Severability. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

J. Law and Venue. This Agreement is governed by and will be interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of the County of Contra Costa.

K. No Third-Party Beneficiaries. No third-party beneficiaries are intended or created by this Agreement.

L. Waiver. No waiver by any Party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other Party of the same provision.

M. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the specific purposes expressly listed in Section I, *Purpose*, and supersedes all prior or contemporaneous drafts, agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Dated: 4/1/2026

CENTRAL CONTRA COSTA SANITARY DISTRICT

By: _____
Roger S. Bailey, General Manager

Approved as to form:

_____
Central San District Counsel

Dated: 3/27/2026

DUBLIN-SAN RAMON SERVICES DISTRICT-
EAST BAY MUNICIPAL UTILITY DISTRICT
RECYCLED WATER AUTHORITY

By: Vivian Housen
Vivian Housen, Authority Manager

Approved as to form:

Austin Cho
DERWA Counsel

Dated: 3/23/2026

DUBLIN SAN RAMON SERVICES DISTRICT

By: Jan R. Lee
Jan R. Lee, General Manager

Approved as to form:

Douglas E. Coty
DSRSD Counsel

Dated: 3/30/2026

EAST BAY MUNICIPAL UTILITY DISTRICT

By: Clifford Chan
Clifford C. Chan, General Manager

Approved as to form:

Jon Salmon
EBMUD Counsel

Exhibit A – 2021 Wastewater Diversion Facilities
Exhibit B – Guiding Principles for Long-term Diversion Agreement

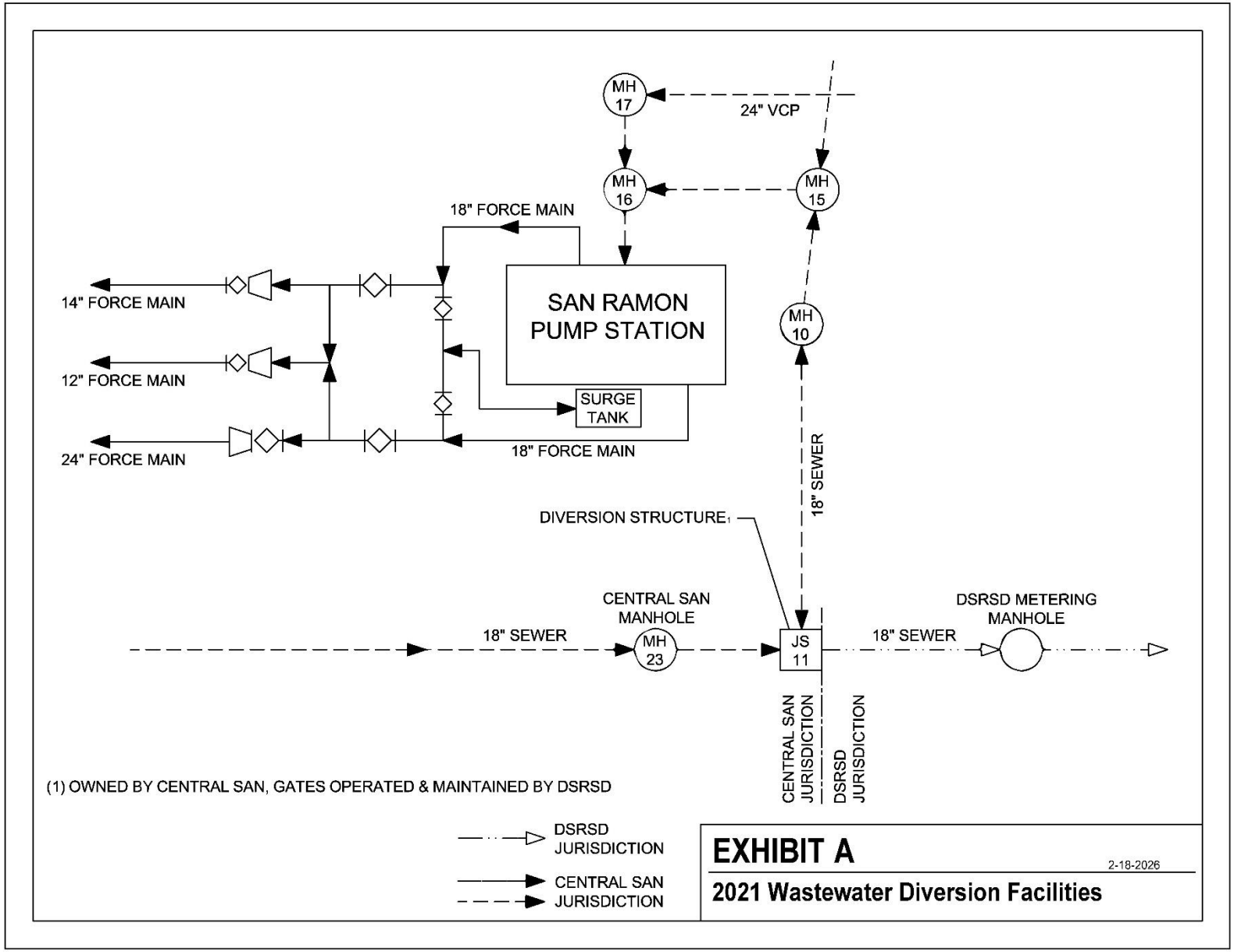

MH 17
24" VCP
MH 16
MH 15
18" FORCE MAIN
SAN RAMON PUMP STATION
MH 10
14" FORCE MAIN
12" FORCE MAIN
SURGE TANK
24" FORCE MAIN
18" FORCE MAIN
18" SEWER
DIVERSION STRUCTURE(1)
CENTRAL SAN MANHOLE
DSRSD METERING MANHOLE
18" SEWER
MH 23
JS 11
18" SEWER
CENTRAL SAN JURISDICTION
DSRSD JURISDICTION
(1) OWNED BY CENTRAL SAN, GATES OPERATED & MAINTAINED BY DSRSD
DSRSD JURISDICTION
CENTRAL SAN JURISDICTION
EXHIBIT A
2-18-2026
2021 Wastewater Diversion Facilities

EXHIBIT B

GUIDING PRINCIPLES FOR LONG-TERM DIVERSION AGREEMENT

The Parties agree to work together in good faith to develop a Long-term Diversion Agreement in a manner that facilitates the Parties' achieving the mutual goals set forth in these Guiding Principles.

1. **Maximize Sustainable Environmental Health for the Region.** Each Party will strive to maximize the efficient and sustainable use of their resources to implement the Long-term Diversion Agreement in a manner that complies with the goals and requirements of collecting, conveying, and discharging wastewater in compliance with all legal requirements, including Discharge Regulations; that effectively decreases discharges of nutrients from wastewater to the San Francisco Bay (consistent with RWQCB Order R2-2024-0013); that maximizes the safe creation, distribution, and productive use of recycled water; and that minimizes demand on sources of potable water for customers within the jurisdictional boundaries of Central San, DERWA, DSRSD, and EBMUD.

2. **Minimize Adverse Impacts on Existing Agencies and Customers.** The Parties will implement the Long-term Diversion Agreement in a safe and effective manner that minimizes adverse impacts or costs on Central San, DERWA, DSRSD, and EBMUD. This includes cost effective design and construction for modifying or expanding the Diversion Facilities, and addressing and mitigating any regulatory impacts related to nutrients in Central San's wastewater which may be discharged through DSRSD's wastewater system to San Francisco Bay resulting from operation of the Diversion Facilities. The Parties acknowledge that the day-to-day operational requirements of the Central San Facilities and the DSRSD Facilities will require close coordination between the operational staffs and representatives of DSRSD and Central San. The Parties agree to cooperate in good faith to achieve the optimum effectiveness of their respective systems.

3. **Foster Community Support Through Transparency and Education.** The Parties will implement informational and educational efforts to foster community support of the long-term benefits of the wastewater diversion program that will facilitate the success of the Diversion Facilities and the San Ramon Valley Recycled Water Program. Public acceptance throughout the community is essential for the successful implementation of the Long-term Diversion Agreement. This includes fostering support by various entities and their respective residents who might be affected by the proposed wastewater diversion under the Long-term Diversion Agreement.

4. **Maintain Existing Governance Structure for Central San, DERWA, DSRSD, and EBMUD.** The Parties will support one another in advocating that: in order to implement the terms of the Long-term Diversion Agreement and facilitate the diversion of wastewater from Central San to DSRSD (for treatment to create recycled water, for application of the resulting recycled water to lawful beneficial use, and for lawful discharge of any portion of the diversion that is not used as described above.) and continue to effectively and efficiently serve their respective customers and property owners, the jurisdictional boundaries and spheres of influence of the public agencies of Central San, DERWA, DSRSD, and EBMUD (as described in the Alameda LAFCO MSR and the Contra Costa LAFCO MSR) should not

be amended in a manner that impacts the jurisdictional boundaries of another of these public agencies.

5. **Ensure Equitable Allocation of Costs Among Benefiting Public Agencies.** In recognition of the costs incurred and corresponding benefits receiving by each Party under the Long-term Diversion Agreement, neither Party will seek to recover costs arising from the Long-Term Diversion Agreement from the other Party unless the recovery is identified in the Long-term Diversion Agreement.

6. **Most Favored Provider**: Central San recognizes it receives no monetary payment for raw wastewater diverted pursuant to the Long-term Diversion Agreement. The Parties agree that if DERWA enters into an agreement (or agreements) with another agency by which DERWA pays for raw wastewater, DSRSD will negotiate with Central San to identify an equivalent rate for raw wastewater obtained from Central San.

Certificate Of Completion

Envelope Id: 767A2129-D247-43AD-808E-9E11E753BDE9
Status: Completed
Subject: Complete with Docusign: Cooperative MOA for Central San Supply 02.20.26.docx
Source Envelope:
Document Pages: 14
Signatures: 8
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Nicole Crawford
5019 Imhoff Place
Martinez, CA 94553-4392
ncrawford@centralsan.org
IP Address: 73.231.62.70

Record Tracking

Status: Original
3/20/2026 2:29:30 PM
Holder: Nicole Crawford
ncrawford@centralsan.org
Location: DocuSign
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Pool: StateLocal

Signer Events	Signature	Timestamp
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Jan R. Lee jlee@dsrsd.com General Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.138.37.179	Sent: 3/23/2026 2:14:44 PM Viewed: 3/23/2026 4:42:43 PM Signed: 3/23/2026 4:43:11 PM
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Austin Cho acho@downeybrand.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.233.206.12	Sent: 3/23/2026 4:43:12 PM Viewed: 3/26/2026 5:56:51 PM Signed: 3/26/2026 5:57:09 PM
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Vivian Housen vhousen@housenassociates.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1010:b0e5:49a0:c07d:4b:c008:a566 Signed using mobile	Sent: 3/26/2026 5:57:11 PM Viewed: 3/27/2026 7:21:21 AM Signed: 3/27/2026 7:21:35 AM
Electronic Record and Signature Disclosure:		

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Jon Salmon jon.salmon@ebmud.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 63.204.130.112	Sent: 3/27/2026 7:21:37 AM Viewed: 3/30/2026 9:36:07 AM Signed: 3/30/2026 9:54:01 AM
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Leah Castella lcastella@bwslaw.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 23.227.106.29	Sent: 3/30/2026 2:00:47 PM Viewed: 3/30/2026 6:08:19 PM Signed: 3/30/2026 6:08:36 PM
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Roger S. Bailey rbailey@centralsan.org General Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 12.86.194.210	Sent: 3/30/2026 6:08:38 PM Viewed: 4/1/2026 8:07:54 AM Signed: 4/1/2026 8:08:38 AM
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Intermediary Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
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Jan Lee jlee@drsd.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/1/2026 8:08:41 AM
Vivian Housen vhousen@housenassociates.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2026 7:21:21 AM ID: 495d7789-2531-4c8b-be5f-e1edaa840859	COPIED	Sent: 4/1/2026 8:08:41 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/1/2026 8:08:42 AM

Payment Events	Status	Timestamps

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To contact us by email send messages to: ataliani@centralsan.org

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ataliani@centralsan.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to ataliani@centralsan.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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APPENDIX O

Zone 7 Water Supply Reliability Policy

ZONE 7 WATER AGENCY
Delivering Quality, Reliability and Safety

POLICY AND PROCEDURE

POLICY TITLE:	NUMBER:	PAGE:
Water Supply Reliability Policy	**2012-03**	**1 of 3**
APPROVED BY:	**REVISION:**	**EFFECTIVE DATE:**
Zone 7 Board		**October 17, 2012**

WHEREAS, the Zone 7 Board of Directors desires to maintain a highly reliable Municipal and Industrial (M&I) water supply system so that existing and future M&I water demands can be met during varying hydrologic conditions; and

WHEREAS, the Board has an obligation to communicate to its M&I customers and municipalities within its service area the ability of Zone 7's water supply system to meet projected water demands; and

WHEREAS, the Board on August 18, 2004 adopted Resolution No. 04-2662 setting forth its Reliability Policy for Municipal & Industrial Water Supplies; and

WHEREAS, the Board desires to revise the Reliability Policy to reflect recent data, analysis, and studies.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby rescinds Resolution No. 04-2662 adopting the August 18, 2004 Reliability Policy for Municipal & Industrial Water Supplies; and

BE IT FURTHER RESOLVED that the Board hereby adopts the following level of service goals to guide the management of Zone 7's M&I water supplies as well as its Capital Improvement Program (CIP):

Goal 1:

Zone 7 will meet its treated water customers' water supply needs, in accordance with Zone 7's most current Contracts for M&I Water Supply, including existing and projected demands as specified in Zone 7's most recent Urban Water Management Plan (UWMP), during normal, average, and drought conditions, as follows:

- At least 85% of M&I water demands 99% of the time
- 100% of M&I water demands 90% of the time

Goal 2:

Provide sufficient treated water production capacity and infrastructure to meet at least 80% of the maximum month M&I contractual demands should any one of Zone 7's major supply, production, or transmission facilities experience an extended unplanned outage of at least one week.

BE IT FURTHER RESOLVED that to ensure that this Board policy is carried out effectively, the Zone 7 General Manager will provide a water supply status report to the Board every five years with the Zone 7 Urban Water Management Plan that specifies how these goals will be, or are being, achieved.

If the General Manager finds that the goals cannot be met during the first five years of the Urban Water Management Plan, then the Board will hold a public hearing within two months of the General Manager's finding to consider remedial actions that will bring Zone 7 into substantial compliance with the stated level of service goals. Remedial actions may include, but are not limited to, voluntary conservation or mandatory rationing to reduce water demands, acquisition of additional water supplies, and/or a moratorium on new water connections. After reviewing staff analyses and information gathered at the public hearing, the Board shall, as expeditiously as is feasible, take any additional actions that are necessary to meet the level of service goals during the following five-year period; and

BE IT FURTHER RESOLVED that the Zone 7 General Manager shall prepare an Annual Review of the Sustainable Water Supply Report which includes the following information:

1. An estimate of the current annual average water demand for M&I water as well as a five-year projection based on the same information used to prepare the UWMP and CIP;
2. A Summary of available water supplies to Zone 7 at the beginning of the calendar year;
3. A comparison of current water demand with the available water supplies; and
4. A discussion of water conservation requirements and other long-term supply programs needed to meet Zone 7 M&I water demands for single-dry and multiple-dry year conditions, as specified in the Zone 7's UWMP.

A summary of this review will be provided to M&I customers.

Definitions

Level of Service for Annual Water Supply Needs—the level of service is the percent of existing or projected water demand that Zone 7's water supply system can meet during two key conditions: (1) during various hydrologic conditions and (2) during unplanned outages of major facilities.

Capital Improvement Program (CIP)—the CIP is Zone 7's formal program for developing surface and ground water supplies, along with associated infrastructure, including import water conveyance facilities, surface water treatment plants, groundwater wells, and M&I water transmission system to meet projected water demands.

Normal conditions—conditions that most closely represent median runoff or allocation from all normally contracted or available water supplies from the historic record.

Average conditions—conditions that most closely represent the average runoff or allocation from all normally contracted or legally available water supplies from the historic record.

Drought conditions—conditions that most closely represent reduced runoff or allocation level from the historic record from all normally contracted or legally available water supplies, including both single-dry and multiple-dry year conditions.

Single-dry year condition—a condition that most closely represents the lowest yield over a one-year period from the historic record from all normally contracted or legally available supplies.

Multiple-dry year condition—a condition that most closely represents three or more consecutive dry years from the historic record that represent the lowest yields from all normally contracted or legally available supplies.

Available water supplies—consist solely of (1) water supplies that Zone 7 has contracted for (e.g., listed under Schedule A of the State Water Contract, dry-year water options, special contracts with other water districts, etc.) and (2) water actually stored in surface and subsurface reservoirs.

Maximum Month—the largest monthly average water use.

HISTORY

Date	**Action**	**Resolution**
August 18, 2004	Originally adopted	04-2662
October 17, 2012	Updated	13-4230

APPENDIX P

DSRSD Resolution No. 48-21

Dublin San Ramon Services District
Water, wastewater, recycled water

STAFF REPORT

Meeting Date: April 4, 2023

TITLE: Conditionally Approve Rescinding Drought Emergency Proclamation, Implementing Water Waste Prohibitions Under Executive Order N-5-23, and Authorizing the General Manager to Modify Prohibitions as Needed

RECOMMENDATION:

Staff recommends the Board of Directors conditionally approve, by Resolution, the following actions:

1. Rescind Resolution Nos. 48-21 and 50-21, adopting the Stage 2 Water Shortage Emergency and Stage 2 Water Shortage Condition Rates, respectively.
2. Implement the water waste prohibitions under State Executive Order N-5-23 and authorize the General Manager, without further action from the Board, to change, modify, suspend, or terminate these prohibitions when the State changes, modifies, suspends, or terminates these prohibitions.

DISCUSSION:

In 2021, the State of California was experiencing a second dry year in a row, with 93 percent of California in severe drought. In response to this drought condition, Governor Newsom issued Executive Order (EO) N-10-21 which called for 15 percent voluntary water conservation statewide on July 8, 2021.

On September 1, 2021, the Zone 7 Water Agency (Zone 7) Board of Directors declared a drought emergency and Stage 2 Water Shortage Emergency, asking for 15 percent mandatory conservation from the water retailers after Zone 7 staff determined that shortage conditions were likely to exist in Zone 7's service area based on Zone 7's 2022 supply availability and projected hydrologic conditions at the time. In alignment with Zone 7's request, DSRSD's Board of Directors declared and activated the Stage 2 Water Shortage Emergency and implementation of demand reduction measures and water-use regulations consistent with the District's Water Shortage Contingency Plan and District Code Chapter 4.20 (Resolution No. 48-21). The Board also approved Stage 2 Water Shortage Condition Rates (Resolution No. 50-21) to mitigate revenue loss from reduced water sales and incentivize water conservation on October 5, 2021.

On March 28, 2022, with the extreme drought conditions continuing into a third year and the State Water Project (SWP) allocation (known as Table A Allocation), being reduced to 5 percent to 29 local water agencies by the Department of Water Resources (DWR), Governor Newsom issued EO N-7-22 which required each urban water retailer to implement, at a minimum, a water emergency shortage Level 2 (demand reduction of up to 20 percent). DSRSD's drought emergency level was already in Stage 2 based on local conditions and needs, therefore, no changes were made.

Since January 2023, the State's drought condition has improved due to multiple storm events that resulted in almost half of the State being out of the drought category. The March 3, 2023 snow survey conducted by DWR showed above-average snow water content, and that more precipitation and snow were forecast for the State for the remaining month.

On March 24, 2023, Governor Newsom issued EO N-5-23 which terminated a portion of several prior drought-related Executive Orders, including ending the voluntary 15 percent statewide water conservation target and the requirement that water suppliers implement Level 2 of their drought contingency plans. On March 24, 2023, the DWR also increased the SWP Table A Allocation to 75 percent due to continued winter storms in March and the high record snowpack in Sierra. This will ensure sufficient water supplies to meet Tri-Valley needs in 2023, and grant Zone 7 the flexibility to begin replenishing its water in groundwater and/or surface storage. In response to these improved conditions, it is

Originating Department: Engineering and Technical Services	**Contact: I. Suroso/S. Delight**	**Legal Review: Yes**
Financial Review: Not Required	**Cost and Funding Source: N/A**	
Attachments: ☐ None ☒ Resolution ☐ Ordinance ☐ Task Order ☐ Proclamation ☒ Other (see list on right)	**Attachment 1 – Water Waste Prohibitions**	

anticipated that Zone 7 will consider ending the drought emergency and mandatory conservation at their meeting on April 19, 2023.

Staff recommends rescinding the District's Stage 2 Water Shortage Emergency and water use regulations and actions defined under Stage 2, including additional limitation on the landscape irrigation of one day per week during the months of November through February (Resolution No. 48-21) and the Stage 2 Water Shortage Condition Rates (Resolution No. 50-21), conditional upon the Zone 7 Board of Directors approval to end Zone 7's drought emergency and mandatory conservation on April 19th. If Zone 7 takes the anticipated action on April 19th (or a later date), these DSRSD changes would automatically become effective.

Additionally, in order to comply with the water waste prohibitions that remain in place under Governor Newsom's EO N-5-23, staff is recommending the Board of Directors implement the same water waste prohibitions that are not currently in the District's permanent water waste prohibitions defined in the District Code 4.20.030 (see Attachment 1), and authorize the General Manager, without further action from the Board, to change, modify, suspend, or terminate these prohibitions when the State changes, modifies, suspends, or terminates these prohibitions.

WATER WASTE PROHIBITIONS PER CALIFORNIA EXECUTIVE ORDER NO. N-5-23

- Use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
- Use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
- Use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
- Use of potable water for irrigation of ornamental turf on public street medians or commercial properties.
- Use of potable water for street cleaning or construction purposes, unless no other source of water or other methods can be used or, if necessary, to protect the health and safety of the public. During peak summer months from June to October, potable water will be allowed for construction purposes due to supply limitations on recycled water. From November to May, potable water is prohibited for construction purposes.

RESOLUTION NO. 10-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT RESCINDING THE DISTRICT'S STAGE 2 WATER SHORTAGE EMERGENCY (RESOLUTION NO. 48-21) AND STAGE 2 WATER SHORTAGE CONDITION RATES (RESOLUTION NO. 50-1) AND IMPLEMENTING WATER WASTE PROHIBITIONS CONSISTENT WITH THE GOVERNOR'S EXECUTIVE ORDER N-5-23

WHEREAS, in 2021, the State of California experienced a second dry year in a row, and Governor Newsom issued Executive Order N-10-21 which called for 15 percent voluntary water conservation statewide on July 8, 2021; and

WHEREAS, on September 1, 2021, the Zone 7 Water Agency (Zone 7) Board of Directors declared a drought emergency and Stage 2 Water Shortage Emergency, asking for a mandatory and cumulative 15 percent conservation from the water retailers after Zone 7 staff determined that shortage conditions were likely to exist in Zone 7's service area based on Zone 7's 2022 supply availability and projected hydrologic conditions at the time; and

WHEREAS, on September 21, 2021, with the adoption of Resolution No. 48-21, DSRSD's Board of Directors declared and activated the District's Stage 2 Water Shortage Emergency and implementation of demand reduction measures and water-use regulations consistent with the District's Water Shortage Contingency Plan and District Code Chapter 4.20; and

WHEREAS, on October 5, 2021, with the adoption of Resolution No. 50-21, DSRSD's Board of Directors also approved Stage 2 Water Shortage Condition Rates to mitigate revenue loss from reduced water sales and incentivize water conservation; and

WHEREAS, on March 28, 2022, with the extreme drought conditions continuing into a third year and with State Water Project (SWP) allocations to local water agencies reduced to 5 percent by the Department of Water Resources, Governor Newsom issued Executive Order N-7-22 requiring each urban water retailer to implement, at a minimum, Stage 2 of their Water Shortage Contingency Plans. DSRSD's drought emergency level was already in Stage 2, and therefore, no changes were made at that time; and

WHEREAS, the State's water supply condition has dramatically improved due to multiple storm events since January 2023 that have resulted in almost half of the State being out of the drought category, and SWP allocations to local water agencies have been increased from 35 percent to 75 percent due to continued winter storms in March and the record high snowpack as measured on March 24, 2023; and

WHEREAS, on March 24, 2023, Governor Newsom issued Executive Order N-5-23 terminating a portion of several prior drought-related Executive Orders, including ending the Statewide 15 percent water conservation target and terminating the requirement that water suppliers activate Stage 2 of their Water Shortage Contingency Plans; and

WHEREAS, current conditions as detailed in this resolution warrant that the District rescind Resolution No. 48-21, activating the District's Stage 2 Water Shortage Emergency, and rescind

Resolution No. 50-21, implementing the District's Stage 2 Water Shortage Condition Rates, upon the approval of Zone 7's Board of Directors to end Zone 7's drought emergency and mandatory conservation anticipated on April 19, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The Stage 2 Water Shortage Emergency is terminated, and Resolution No. 48-21, attached as Exhibit "A," is hereby rescinded in full and is of no further force and effect.
2. The Stage 2 Water Shortage Condition Rates are terminated for all water delivered on and after May 1, 2023, and Resolution No. 50-21, attached as Exhibit "B," is hereby rescinded in full and is of no further force and effect.
3. The Water Waste Prohibitions (Attachment 1 to staff report), in compliance with Governor Newsom's Executive Order N-5-23, is implemented and the General Manager is authorized, without further action from the Board, to change, modify, suspend, or terminate these prohibitions coincident with subsequent State actions to change, modify, suspend, or terminate these prohibitions.
4. This resolution is effective immediately; however, the above actions 1 and 2 will only become operative upon the effective date of Zone 7's rescission or termination of its drought emergency mandates which is anticipated to occur on April 19, 2023.
5. The General Manager is hereby directed and authorized to take all steps necessary to implement the direction in this resolution.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of April 2023, and passed by the following vote:

AYES:

NOES:

ABSENT:

_____
Georgean M. Vonheeder-Leopold, President

ATTEST: _____
Nicole Genzale, District Secretary

RESOLUTION NO. 48-21

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT DECLARING STAGE 2 WATER SHORTAGE EMERGENCY AND APPROVING WATER USE REGULATIONS

WHEREAS, calendar year 2021 is a critically dry year and is the second dry year in a row; and

WHEREAS, 93% of California is in severe drought with 45% in an exceptional drought, according to the latest information from the U.S. drought monitor; and

WHEREAS, on May 10, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to drought conditions in 41 counties, including the Sacramento-San Joaquin Delta and Alameda Counties; and

WHEREAS, on July 8, 2021, Governor Newsom issued Executive Order No. N-10-21, which called for 15% voluntary water conservation statewide; and

WHEREAS, the Dublin San Ramon Services District (District) potable water supply is provided by Zone 7 of Alameda County Flood Control and Water Conservation District (Zone 7); and

WHEREAS, on average 90% of the Zone 7 water supply is from the California State Water Project (SWP); and

WHEREAS, the SWP's largest reservoir, Oroville Reservoir, is at 22% of capacity, the lowest in the reservoir's history; and

WHEREAS, the combination of extremely low storage in the SWP water system and continuing dry conditions may limit the amount of water available to Zone 7 from the SWP. Further, if conditions are severe, there could be periods of Delta outages; and

WHEREAS, the Zone 7 has determined that water shortage emergency conditions are likely to exist in Zone 7's service area based on current and projected conditions; and

WHEREAS, on September 1, 2021, Zone 7 declared a State 2 Water Shortage Emergency asking retailers to reduce potable water usage by 15% as compared to the year 2020; and

WHEREAS, the District is authorized pursuant to California Water Code section 350 to declare a water shortage emergency condition whenever it finds and determines that the ordinary demands and requirements of customers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water supply for human consumption, sanitation, and fire protection; and

WHEREAS, the District is further authorized pursuant to California Water Code sections 350 and 375 to adopt and enforce measures and programs to reduce the quantity of water used by customers

for the purpose of conserving and preserving water supplies for human consumption, sanitation, and fire protection; and

WHEREAS, the District has defined Water Shortage Stages and corresponding demand reduction actions in its Water Shortage Contingency Plan and District Code Chapter 4.2; and

WHEREAS, current conditions as detailed in this Resolution warrant the District declaration of a Stage 2 Water Shortage Emergency and mandatory conservation measures to achieve a 15% reduction in potable water use.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

A Stage 2 Water Shortage Emergency is hereby declared and the water use regulations and actions as provided in the District's Water Shortage Contingency Plan and District Code Chapter 4.2 applicable to a Stage 2 Water Shortage are put into effect immediately in order to achieve a mandatory 15% reduction in potable water use; and

In addition to the measures identified for a Stage 2 Water Shortage, landscape irrigation during the months of November through February is limited to no more than one day per week, and the General Manager is authorized, without further action from the Board, to determine a maximum irrigation application rate to be enforced if needed to meet the mandatory 15% potable water use reduction consistent with the goals of the State and Zone 7. The General Manager is further authorized, without further action from the Board, to allow landscape irrigation during this period to be increased to up to two nonconsecutive days per week based on changing water supply conditions.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 21st day of September, 2021, and passed by the following vote:

AYES: 5 – Directors Georgean M. Vonheeder-Leopold, Arun Goel, Marisol Rubio, Richard M. Halket, Ann Marie Johnson

NOES: 0

ABSENT: 0

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary

RESOLUTION NO. 50-21

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING STAGE 2 WATER SHORTAGE CONDITION RATES AS AUTHORIZED BY RESOLUTION NO. 21-19 ESTABLISHING WATER CONSUMPTION RATES DURING A WATER SHORTAGE CONDITION

WHEREAS, on June 15, 2021, the Dublin San Ramon Services District (District) Board of Directors adopted the District's 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The WSCP defined six water shortage stages ranging from 10% to greater than 50% shortage conforming with the state's required stages; and

WHEREAS, on September 21, 2021, the District adopted District Code Section 4.20.040 Water Emergencies under Chapter 4.20 Potable Water Use Regulations and Protective Measures, to incorporate into the District Code, provisions for enforcement of the water-use restrictions at each stage, which was included in the adopted 2020 UWMP and WSCP; and

WHEREAS, calendar year 2021 is a critically dry year and is the second dry year in a row; and

WHEREAS, 93% of California is in severe drought with 45% in an exceptional drought, according to the latest information from the U.S. drought monitor; and

WHEREAS, on May 10, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to drought conditions in 41 counties, including the Sacramento-San Joaquin Delta and Alameda Counties; and

WHEREAS, on July 8, 2021, Governor Newsom issued Executive Order No. N-10-21, which called for 15% voluntary water conservation statewide; and

WHEREAS, the District's potable water supply is provided by Zone 7 of Alameda County Flood Control and Water Conservation District (Zone 7); and

WHEREAS, on average 90% of the Zone 7 water supply is from the California State Water Project (SWP); and

WHEREAS, the SWP's largest reservoir, Oroville Reservoir, is at 22% of capacity, the lowest in the reservoir's history; and

WHEREAS, the combination of extremely low storage in the SWP water system and continuing dry conditions may limit the amount of water available to Zone 7 from the SWP. Further, if conditions are severe, there could be periods of Delta outages; and

WHEREAS, Zone 7 has determined that water shortage emergency conditions are likely to exist in Zone 7's service area based on current and projected conditions; and

The table below shows the Stage 2 Rates effective November 5, 2021:

	Stage Two (per ccf)
Potable Consumption Charge	$1.66
Potable Irrigation Charge	$2.11
Power Charge	$0.34

2. In accordance with District Resolution No. 21-19, in January 2022, and continuing annually through January 2024, for all water condition rates during a water shortage as identified in the table above, the General Manager is authorized and directed to adjust user charges by the percentage increase by which the most recent June Consumer Price Index – All Urban Consumers for the San Francisco-Oakland-Hayward, CA area as increased in relation to the preceding June Consumer Price Index.

3. Any conflicting resolutions or Board actions authorizing water shortage condition rates are superseded by this Resolution and this Resolution shall control such matters until terminated by a resolution of the Board of Directors as provided for herein.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of October, 2021, and passed by the following vote:

AYES: 5 – Directors Arun Goel, Georgean M. Vonheeder-Leopold, Marisol Rubio, Richard M. Halket, Ann Marie Johnson

NOES: 0

ABSENT: 0

Ann Marie Johnson, President

ATTEST: _____
Nicole Genzale, District Secretary