

**MORONGO
BAND OF
MISSION
INDIANS**



A SOVEREIGN NATION

**Morongo Band of Mission Indians
Rules and Regulations
Governing Water & Sewer Service
Commercial and Industrial
2023-2027**

Revised 2023-2027

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SECTION 1- INTRODUCTION

The Morongo Band of Mission Indians (Tribe) has the authority to govern utilities which are provided by the Tribe to locations on the Morongo Reservation, locations adjacent to the Reservation within the service area of the Tribe, and locations which may be within another agency's service area but that the other agency does not have the ability to serve. The Morongo Water Department (MWD) has the responsibility to provide a safe, reliable, and potable water supply to Reservation residents and commercial Enterprises located on and off the Reservation. MWD also maintains, operates, and provides non-potable water to residents where it is available including the canyon irrigation systems. The Tribe under the direction of the US Environmental Protection Agency conforms to the Safe Drinking Water Act and all regulatory rules. MWD oversees the operations staff at the Tribal Wastewater Treatment Plant and the domestic water system located at the Morongo Golf Club at Tukwet Canyon.

These Rules and Regulations govern all Water and Sewer Service provided by the Tribe to Commercial and Industrial units that are not owned and operated by individual Tribal Members, and do not apply to residential customers residing on the Reservation. All applicable Rates, Fees and Charges are set forth in a separate Schedule [Exhibit 1] that may be amended by the Tribal Council from time to time.

SECTION 2- DEFINITIONS

APPLICANT

The individual person, corporation, business, partnership, association, or organization applying for water or sewer service for commercial and/or industrial use.

BACKFLOW DEVICE

A testable device recognized by the State of California to prevent the flow of water or other liquids, mixtures, or substances from being discharged from a premise back into the potable water system from any sources other than its intended source.

BILLING UNIT /WATER

100 cubic feet of water, equivalent to 748 US gallons, or 1 billing unit

BILLING UNIT/ SEWER

Equivalent Dwelling Unit (EDU), which equates to an estimated 250 gallons per day per industry standard.

BUILDING DRAIN

Building Drain is the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the Sewer Lateral at a point outside the inner face of the building.

BUILDING SEWER LATERAL

The part of the horizontal piping of a drainage system that extends from the end of the building and that receives the discharge of the building drain and conveys it to the sewer system leading to the Morongo Wastewater Treatment Plant, another government-operated sewer system, a private sewer system, private sewage disposal system, or other point of disposal.

CHARGE FOR WATER USED

A quantitative charge for the amount of water delivered to the premises, either metered or estimated.

COMMERCIAL SERVICE

The act of supplying water to a Commercial Unit that is not owned and operated by a Tribal Member. Use of domestic water devoted primarily to business or professional activities.

COMMERCIAL UNIT

A single business enterprise, which may or may not be physically separated by a wall, passageway or open space from another commercial unit.

CONNECTION

Connection means a connection of premises with the Tribe's water or sewer system.

CONTRACTOR

Any individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under permit, agreement, or contract.

CUSTOMER

An Applicant whose application for water and/or sewer service has been approved, and any other individual or entity other than a Tribal Member actually using the Tribe's water and/or sewer service system for a commercial purpose. Where the Applicant and individual/entity actually using the water and/or sewer system are different, each of them shall be a Customer for purposes of these Rules and Regulations.

ENERGY DEMAND FEE

A fee that covers the costs of electricity to pump and deliver water to the service connection. It includes charges set by Southern California Edison[SCE] rate structure, or other electric service provider, and is billed per unit of water. This charge may be modified from time to time without prior notice to a Customer based on changes in the cost or amount of electricity utilized.

EQUIVALENT DWELLING UNIT

The average amount of sewage flow expected to be generated by a commercial facility per day, per unit (EDU), calculated in accordance with industry standards.

FACILITY FEE

A separate "Facility Fee" for water service shall be levied against all new development requiring water service from existing infrastructure as the developer's share of the cost of that infrastructure. A similar "Facility Fee" shall be charged for sewer service. A developer shall pay the Facility Fee before any services are made available to the development.

FRONT FOOTAGE FEE

A "Front Footage Fee" shall be computed for water or sewer service by multiplying the applicable charge per foot by the actual distance which a parcel containing a Commercial Unit abuts all adjacent streets or public/Tribal easements. The Front Footage Fee for a corner lot shall include the computed fee amount for both sides.

FIRE SERVICE

Any combination of pipe, fitting, appurtenances, and meter assembly, whereby water can be delivered to a Customer to meet fire demand on property.

GREASE

“Grease” means any organic compound (including fats and oils) derived from animal and/or plant sources that contains multiple carbon chain triglyceride molecules detectable and measurable using analytical test procedures set forth in 40 C.F.R. Part 136, as amended from time to time.

GREASE INTERCEPTOR

A structure or device designed for the purpose of removing and preventing grease from entering the sanitary sewer collection system. These devices are often below-ground units in outside areas and are built as two or three chamber baffled tanks.

INFLOW AND INFILTRATION

Any surface water or ground water which enters the Sewer System by any means. These Rules and Regulations prohibit any person from causing, allowing or permitting any quantity of inflow and infiltration to enter the Tribe’s Sewer System that is not otherwise permitted herein.

MAIN LINES

Main lines are those pipelines owned by the Tribe whose function is to transport water from the source of supply (i.e., wells or storage tanks) to places on the Morongo Indian Reservation or adjacent locations for the purpose of providing water service.

METER

Shall mean a device installed for the measurement and record of water taken from the service connection and then applied to each account.

MWD FACILITIES

The term “MWD Facilities” means and includes all of the facilities that comprise the Tribe’s water and sewer systems, including but not limited to wells, water pipelines, reservoirs, fire hydrants, manholes, pumping stations, valve connections, Wastewater Treatment Plant and other appurtenances and property used by the Tribe in connection with the operation of its water system and sewer system.

REIMBURSEMENT AGREEMENT

An agreement in which the Tribe agrees to partially reimburse an Applicant for the cost of construction of a water or sewer main extension that the Applicant is required to construct or pay for as a condition of receiving water or sewer service. Reimbursement may occur when the Tribe collects front footage fees upon providing water or sewer service to another property along the water/sewer main as extended by an Applicant.

RULES AND REGULATIONS

Shall mean the Rules and Regulations and any amendments or additions thereto, whether or not embodied in this or a successor document.

SERVICE CHARGE

The monthly service charge levied to premises on which a meter is installed and water or sewer service is being rendered.

SERVICE CONNECTION

Any combination of pipe, fitting, appurtenances, and meter, whereby water can be delivered to a customer

SEWAGE

Sewage means normal sanitary sewer wastes from business buildings, institutions, industrial and commercial establishments, exclusive of storm water runoff, surface water and ground water.

TREATMENT PLANT/CONVEYANCE CAPACITY FEES

The costs implemented to provide additional facility and capacity to new users and to recover costs associated with treatment plant process and the conveyance system. This is a onetime fee and allows for the purchase of capacity in both.

TRIBE

As used herein, the term Tribe shall mean the Morongo Band of Mission Indians.

TRIBAL COUNCIL

The word "Tribal Council" or "Council" shall mean the Morongo Band of Mission Indians Tribal Council.

TRIBAL MEMBER

The term "Tribal Member" shall mean an enrolled member of the Tribe.

TRUNK SEWER MAIN

Those facilities that convey, transport, and or deliver sanitary sewer waste to the treatment facility for storage, treatment, or processing purposes

WATER SYSTEM

Those pipelines, booster stations, wells, reservoirs and appurtenances, constructed by the Tribe or acquired by the Tribe to provide water service.

WASTE WATER TREATMENT

The process of removing contaminants from wastewater and household sewage, both runoff (effluents), domestic, commercial and institutional. It includes physical, chemical, and biological processes to remove physical, chemical and biological contaminants. Its objective is to produce an environmentally safe fluid waste stream (or treated effluent) and a solid waste (or treated sludge) suitable for disposal or reuse (usually as farm fertilizer).

WASTEWATER TREATMENT PLANT

The facility owned by the Tribe used for Waste Water Treatment

SECTION 3- CONDITIONS FOR SERVICE

3.1 ACCESS TO PREMISES

Tribal employees, upon presentation of identification and during reasonable hours, shall have unlimited access including gate codes and key or key cards to any premises supplied with water or sewer service by the Tribe for the purpose of reading meters and/or making repairs, inspections, examinations or test of the water system upon said premises and to ensure compliance with these Rules and Regulations.

If any authorized employee is refused admittance to any of the premises, or prevented from reading the meters, making repairs or inspections, examinations or tests, the Tribe may cause the water service to said premises to be turned off until such time as employees are permitted to enter without restrictions. In the case of serious violations, (i.e., health hazards, shut off due to non-payment status, etc.) the Tribe may cause the water/sewer service to be turned off without notice.

3.2 OPERATION BY TRIBE EMPLOYEES

All of the MWD Facilities shall be under the management and control of the MWD Manager. No person other than an authorized employee of the Tribe shall have any right to enter upon, inspect, operate, adjust, change alter, move or relocate any portion of the foregoing or any of the Tribe's property without the written consent of the MWD Manager or an authorized representative of the MWD Manager, or the Tribal Council. In the event of any trespass on or damage to any MWD Facilities, the Tribe reserves the right to prosecute to the fullest extent of the law.

3.3 INTERRUPTION OF SERVICE

Water/sewer service is subject to interruptions as deemed necessary or appropriate by the MWD for improvements, emergencies and/or repairs. The MWD will make reasonable efforts to minimize

service interruptions and to notify all Customers in advance of any planned interruptions, excluding emergencies.

3.4 RESPONSIBILITY FOR ACCOUNT

3.4.1 PAYMENT

Each Customer shall be responsible for all bills or invoices for water and/or sewer service until the Tribe is notified that the account is being closed. Any agreement between a property owner and a tenant will not relieve a Customer of the responsibility for payment.

3.4.2 DAMAGES

Each Customer shall be responsible for any damage to the MWD Facilities caused by any act of the Customer or any tenant, agent, employee, contractor, or invitee of the Customer. The Customer shall promptly reimburse the Tribe for any damage on presentation of an invoice from the Water Department.

3.5 BILLING AND BILLING DISPUTES

A Monthly billing statement shall be sent including all applicable charges. Statements for water service will be billed based on meter readings or if there is no meter based on estimated usage. Invoices for construction water or sewer service, or other services provided by the Tribe will be billed according to the fees, charges and conditions outlined in the Schedule of Rates, Fees and Charges. The Tribe shall be notified immediately should there be any dispute by a Customer of the amount owed on a bill or invoice. Any charge(s) not paid by the fifteenth (15th) day of each proceeding month shall be considered delinquent and a late fee will be assessed. Failure to comply with these payment provisions and to make any payment(s) within 30 days of the date due, or to comply with any other payment provision of the Rule and Regulations, shall be grounds for termination of water and/or sewer services.

3.6 PAYMENT

3.6.1 PAYMENTS

Payments for water/sewer service should be made in the form of check or money order payable to:

Morongo Band of Mission Indians
Finance Department/ Utility
12700 Pumarra Road
Banning, CA 92220

3.6.2 TERMINATION OF SERVICE FOR NONPAYMENT

When water or sewer service is terminated for non-payment, the MWD shall lock off the water meter(s) and, disconnect or plug any sewer laterals from the trunk sewer main. Associated fees and charges shall be assessed to the Customer. Water/sewer service may be terminated without further notice after the thirty-day notice period (or any shorter period specified) has expired if the required payment or correction is not made in the time allowed.

3.6.3 RESTORATION OF SERVICES

All amounts owed, including bills, fees, charges, and deposits must be paid or otherwise satisfied before service will be restored. If the meter has been removed, or sewer lateral plugged or disconnected, all fees for replacement of the meter and/or reconnection of the sewer later must be paid before service(s) are reinstated. If payment is not received within ten days of termination of service, the account will be closed and the balance owed may be turned over to a collection agency.

SECTION 4 SERVICE CONNECTIONS

4.1 WATER SERVICE CONNECTIONS

4.1.1 APPLICATION OF WATER SERVICE

Application for water service should be submitted to MWD for approval by the Tribal Council.

4.1.2 INSTALLATION OF WATER SERVICE CONNECTIONS

Only authorized employees shall connect or disconnect the service to or from customer's facility. Installation other than by the authorized employees of MWD shall be allowed only with the approval of MWD. Water service connections cost shall be at the expense of the applicant/customer, and in advance of the construction, in accordance with the then current MWD schedule of fees.

The portion of a service connection installed within a public, or Tribal right of way shall be considered the property of the Tribe upon its construction and MWD shall be responsible for its maintenance. That portion of the service not laying in the public or Tribal right of way shall be the property of the Customer for its maintenance.

Connection to existing Tribal facilities that are in service shall be planned in advance. There shall be a minimum of 48 hours' notice given to the affected utility and any customers which may be affected during the service installation. All work shall be performed in accordance with MWD's Construction Standards, Greenbook, and/or the Uniform Plumbing Code, as directed by MWD.

The cost of the meter shall be included in the service connection charges to the Applicant/Customer. However, once in service water meter becomes property of MWD.

4.1.3 EXTENSION OF WATER MAINS

All water main extensions shall be constructed by MWD or by a general contractor licensed in the State of California and in accordance with MWD's specifications. The material installed and work performed by or on behalf of the applicant must comply with plans and specifications approved by MWD.

4.1.4 WATER SERVICE AGREEMENT

Before water service is provided, the Applicant shall enter into and execute a Water Service Agreement regarding the terms under which the Tribe shall provide water service to the Applicant. The Applicant shall complete, sign, and submit a Water Service Agreement. No temporary water service will be provided by MWD until the agreement is fully executed unless such temporary service is approved by the Tribal Council.

4.1.5 REIMBURSEMENT AGREEMENT

MWD recognizes that special circumstances may exist such that a developer's project may provide substantial benefit to MWD's overall water system or provide benefits to future developers. The Tribal Council at its discretion may approve an agreement to reimburse a portion of the developer's Facility Fees (up to a "maximum reimbursement amount") for water facilities that are of use to later developers.

4.1.5.1 COST RECOVERY

The Reimbursement Agreement shall specify the facilities eligible for reimbursement and the value thereof. The Reimbursement Agreement shall specify the frontage length or area of land served by the facilities paid for by the developer for which the developer shall be entitled to recover costs by reference to a map. A portion of the Facility Fees paid by future developers shall be used to reimburse the initial developer pursuant to the Reimbursement Agreement.

4.1.5.2 TERM OF AGREEMENT

The Reimbursement Agreement shall have a duration of not more than seven (7) years after completion and acceptance of a project by the Tribe, regardless of whether the developer has received the maximum reimbursement amount prior to expiration of the Reimbursement Agreement.

4.1.6. METER INSTALLATION CHARGES

Charges for installation of potable water service connections can vary as the cost depends on the distance from the main line to the service box and the size of the main.

4.1.6.1 FIRE SERVICE INSTALLATION CHARGES

Fire service installation will be installed by the MWD at the applicant's request and shall be installed on a "time and material" basis. An installation deposit is required depending on the size of the service requested. The Morongo Band of Mission Indians Fire Department shall designate the size and location of all fire hydrants/fire services to be installed.

4.1.6.2 BACKFLOW INSTALLATION

Whenever MWD finds that a backflow device is necessary, an approved device shall be provided and maintained by the Applicant/Customer at his/her/its expense. Additionally, every backflow device must be tested at the expense of the Customer at least once every 12 months by a certified tester, currently licensed in Riverside County. Although the California Code of Regulations is not applicable on the Reservation, pursuant to MWD policy the test shall be conducted in accordance with California Code of Regulations Title 17, Article 1, § 7583 through 7606.

4.1.6.3 SERVICE CHARGES

A monthly service charge shall be applicable based on meter size and quantity of meters which will be billed on a monthly basis.

4.1.6.4 WATER CONSUMPTION CHARGES

MWD has implemented a tiered rate system to bill for consumptive water usage on a monthly basis. This charge is a fixed cost that is collected to offset the reasonable daily operation and maintenance costs of water facilities.

4.1.6.5 OTHER CHARGES

MWD charges an Energy Demand Fee for power used to pump and deliver the water to the end user. It includes electricity charges for operation of pumps and wells in the water system. It includes charges set by SCE rate structure, or other electric service provider, and is billed per unit of water. This charge shall include a reasonable (and separately itemized) administrative charge set by the Tribe. This Energy Demand Power Charge may be modified from time to time as a result of the actual increases in the cost of electricity charged to the Tribe by its third-party utility service provider, or, if the Tribe is the service provider, then, the costs to the Tribe of providing such electricity.

4.2 SEWER SERVICE CONNECTIONS

4.2.1 APPLICATION FOR SEWER SERVICE

An Applicant seeking sewer service shall contact MWD regarding sewer service. All sewer service must be approved by the Tribal Council. No person or entity shall connect to the sewer system prior to such approval.

4.2.2 SEWER SERVICE AGREEMENT

Before sewer service is provided, an Applicant must execute a Sewer Service Agreement and agree to a Wastewater Discharge Permit (Discharge Permit) regarding the terms under which the Tribe shall provide service to the Applicant. The Applicant will be provided a copy of the Enforcement Procedures in the event of non-compliance with the Discharge Permit. No temporary sewer service will be provided by MWD until all required documents are fully executed unless such temporary service is authorized by the Tribal Council.

4.2.3 REIMBURSEMENT AGREEMENT

MWD recognizes that special circumstances may exist such that a developer's project may provide substantial benefit to MWD's overall sewer system or provide benefits to future developers. The Tribal Council at its discretion may approve an agreement to reimburse a portion of the developer's Facility Fees (up to a "maximum reimbursement amount") for sewer facilities that are of use to later developers.

4.2.3.1 COST RECOVERY

The Reimbursement Agreement shall specify the facilities eligible for reimbursement and the value thereof. The Reimbursement Agreement shall specify the frontage length, or area of land served by the facilities paid for by the developer for which the developer shall be entitled to recover costs by reference to a map. A portion of the Facility Fees paid by future developers shall be used to reimburse the initial developer pursuant to the Reimbursement Agreement.

4.1.3.2 TERM OF AGREEMENT

The Reimbursement Agreement shall have a duration of not more than seven (7) years after completion and acceptance of the project by the Tribe, regardless of whether the developer has received the maximum reimbursement amount prior to expiration of the Reimbursement Agreement.

4.2.4 CONNECTION TO THE SEWER SYSTEM

An Applicant shall contract with a qualified engineering firm registered in the State of California to conduct preliminary design and engineering work for the purpose of installing and connecting an appropriate number of laterals from the project to the existing trunk sewer main. The design and construction of the laterals shall be in accordance with the current MWD Sewer Construction Standards, Greenbook, and/or the Uniform Plumbing Code, as required by MWD.

4.2.5 PERMITTING, CONSTRUCTION AND APPROVALS

4.2.5.1 CONSTRUCTION PERMIT

The Construction Services Department will issue the construction permit after the design and engineering plans are reviewed and approved by MWD and the Construction Services Department. All plan check/review costs shall be reimbursed by the applicant within 30 days of being sent an invoice.

Upon issuance of the construction permit the Applicant shall pay to the Tribe any applicable fee's (TPCC, Facility, and Front Footage) which may be due. MWD shall issue the Wastewater Discharge Permit within ten (10) days of receipt of payment of all fees.

4.2.5.2 DISCHARGE PERMIT

The Discharge Permit must be renewed every 5 years and each renewal shall contain any changes required by the Tribe to comply with applicable laws and/or regulations or deemed appropriate by the Tribe to protect the proper functioning and operation of the Morongo Wastewater Treatment Plant, to protect the underlying groundwater basin(s), and to protect public health and safety and the environment. The Discharge Permit shall summarize the obligations of the Permittee to comply with the Morongo Wastewater Discharge Standards and Conditions. At least one hundred eighty (180) days prior to the renewal date of the Discharge Permit, the Permittee will meet with the MWD Manager to discuss any issues regarding changes in operations of the facility, water quality changes, or any other pertinent items related to discharge into the Tribe's Waste Water Treatment Plant. In the event of a conflict between the terms of the Discharge Permit and the terms of the Sewer Facilities Development Agreement, the Discharge Permit shall control.

4.2.5.3 DISCHARGES PROHIBITED

The contents of all discharges authorized herein shall be consistent with the terms and conditions of the Discharge Permit. The discharge of any pollutant or substance not authorized by the Discharge Permit or more frequently than or at a level in excess of that authorized by the Discharge Permit shall constitute a violation of the terms and conditions of the Discharge Permit. A violation of the Discharge Permit may result in the imposition of fines or civil penalties as provided for in the Enforcement Procedures, or civil and/or criminal penalties set forth in any applicable federal and/or state law or regulation. Repeated violations of the Discharge Permit, regardless of whether the violations are of the same nature, may result in the modification, suspension or revocation of the Discharge Permit as provided in the Enforcement Procedures.

4.2.6 CHARGES

4.2.6.1 TREATMENT PLANT /CONVEYANCE CAPACITY CHARGE

The Treatment Plant/Conveyance Capacity Charge (TPCCC) is a Facility Fee that is to be paid at the time of application for sewer service or issuance of the construction permit, but in any event no later than the date when MWD issues the Discharge Permit. The Treatment Plant/Conveyance Capacity Charge is based on the current EDU calculation of each facility as described in Exhibit 2. Development of commercial facilities in excess of 50 EDUs may be assessed based on the project type and size.

4.2.6.2 SERVICE CHARGES

A monthly service charge shall be imposed upon each premise which discharges sanitary sewer per Equivalent Dwelling Unit (EDU). The monthly rate shall be determined based on the total EDU count at time of application. Whenever the use of any portion of the premises is changed so that the fees applicable to such premises would increase from that which existed at the time of the original agreement, there shall be due, owing, and payable to the Tribe the increased fees and or applicable charges commencing on the date of the changed use. An increase in EDU fees would be due to an increase in EDU count. Prior to any change in use of any portion of the premises, the Customer shall send a written notice to the Tribal Water Department describing such changes in detail. A Customer shall not allow any increase in connections/EDU count until proper prior notification has been made by the Customer to the MWD and, if applicable, the appropriate service fee has been modified.

Exhibit 1

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Water and Sewer Schedule of Rates, Fees, and Charges					
	2023	2024	2025	2026	2027
Monthly Sewer Rates Per EDU	\$60.37	\$66.40	\$73.04	\$80.34	\$88.37
STPCC Charge	\$ 11,550.60	\$ 11,550.60	\$ 11,550.60	\$ 11,550.60	\$ 11,550.60
Water Quantity Surcharge(MG)	\$2,471	\$2,471	\$2,471	\$2,471	\$2,471
Water Quality Surcharge(MG) ↓					
TSS	\$0.96	\$0.96	\$0.96	\$0.96	\$0.96
BOD	\$0.88	\$0.88	\$0.88	\$0.88	\$0.88
Monthly Tiered Water Charge (Units)					
0-45	\$3.05	\$3.38	\$3.75	\$4.05	\$4.37
46-105	\$4.53	\$5.02	\$5.57	\$6.01	\$6.49
106-165	\$6.80	\$7.54	\$8.36	\$9.02	\$9.74
166	\$7.48	\$8.30	\$9.21	\$9.94	\$10.73
Energy Demand Charge (per Unit)	\$0.83	\$0.83	\$0.83	\$0.83	\$0.83
Monthly Service Charges					
1"	\$63.25	\$63.25	\$63.25	\$63.25	\$63.25
2"	\$185.59	\$185.59	\$185.59	\$185.59	\$185.59
4"	\$713.55	\$713.55	\$713.55	\$713.55	\$713.55
6"	\$823.68	\$823.68	\$823.68	\$823.68	\$823.68
8"	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00
10"	\$2,564.00	\$2,564.00	\$2,564.00	\$2,564.00	\$2,564.00
12"	\$3,235.00	\$3,235.00	\$3,235.00	\$3,235.00	\$3,235.00
Fire Service Monthly Charge					
6"	\$ 231.25	\$ 231.25	\$ 231.25	\$ 231.25	\$ 231.25
8"	\$ 412.50	\$ 412.50	\$ 412.50	\$ 412.50	\$ 412.50
10"	\$ 721.25	\$ 721.25	\$ 721.25	\$ 721.25	\$ 721.25
12"	\$ 1,164.80	\$ 1,164.80	\$ 1,164.80	\$ 1,164.80	\$ 1,164.80
Backflow Device Monthly Fee	\$24.75	\$24.75	\$24.75	\$24.75	\$24.75
Installation Fees:					
Water Service/Meter					
1"	\$14,405	\$14,405	\$14,405	\$14,405	\$14,405
2"	\$46,105	\$46,105	\$46,105	\$46,105	\$46,105
Note: Projects requiring larger than 2" service will be determined per project					
Back Flow Device Fee					
1"	\$1,437	\$1,437	\$1,437	\$1,437	\$1,437
2"	\$3,387	\$3,387	\$3,387	\$3,387	\$3,387
Water Facility Fee	\$13,867	\$13,867	\$13,867	\$13,867	\$13,867
Front Footage Fees	\$96	\$96	\$96	\$96	\$96
Fire Service Deposit					
6"	\$16,875	\$16,875	\$16,875	\$16,875	\$16,875
8"	\$21,465	\$21,465	\$21,465	\$21,465	\$21,465
10"	\$37,125	\$37,125	\$37,125	\$37,125	\$37,125
12"	\$42,255	\$42,255	\$42,255	\$42,255	\$42,255

Exhibit 2

Type of Service Equivalent Dwelling Units	Determination of Equivalent Dwelling Units
1) Each RV space connected to sewer	0.75
2) 20 Fixture Units	1
Commercial	
1) Hotels and motels per room	
With kitchen	1
Without kitchen	0.5
2) Churches, theaters, and auditoriums (per 50 seats)	1
Additional seat - .01	
3) Auto repair shops (per 1000 sq./ft)	2
each additional 1000 sq./ft	0.3
4) Auto service stations (per 4 gas pumps)	3
5) Restaurants (2.70 EDU, plus 1 EDU per 7 seats)	2.70 plus seats
6) Retail stores and offices (0-1000 sq./ft)	1
each additional 1000 sq./ft	0.6

7) Bowling Alleys (per 30 person capacity)	2
8) Car Wash wand type	3
9) Car wash tunnel type	14
10) Dry Cleaners	2
11) Laundromat per washer	1
12) Fire/Police station (per employee)	0.4
13) Health Clubs with showers/spas	2.7 5
plus FU count	
14) Health Clubs w/o shower/spas	1
15) Mortuaries/Cemeteries	1
16) Sports Centers (per 50 seats)	1.5
17) Supermarkets (per 1000 sq./ft)	1
18) Medical Offices (per 1000 sq./ft)	2.7 5
each additional 1000 sq./ft	0.6
19) 10 Fixture Units	1

Institutional

1) Schools	
Elementary (per each 60 pupils)	2
Junior (per each 60 pupils)	2
High School (per each 30 pupils)	1.7 5

****EDU's for industrial and other commercial users including those above shall be determined based on water quantity and quality discharged into the sanitary sewer system.**

EDU's shall be determined based on a case by case evaluation primarily with regards to water quality. Also pretreatment fees, additional treatment fees, permits, and monitoring fees shall be imposed. EDU calculation is based on 250 Gallons per day (GPD)per EDU

****Example of Volume, BOD and SS calculation $(V+B+S)$ = Monthly Charge**

V= Total monthly volume of wastewater in Million Gallons

B= Total monthly discharge of biochemical oxygen demand (BOD) in lbs.

S= Total monthly discharge of suspended solids (SS) in lbs.

\$2471.00 per MG

\$.88 per pound BOD

\$.96 per pound TSS

Note:

If the discharge by commercial or industrial users exceeds the Volume, Biochemical Oxygen Demand (300 MG/L BOD), or Total Suspended Solids (350 MG/L TSS) constituents as a surcharge shall be imposed for the Volume, BOD, and/or TSS in excess of that allowed by the terms of the Permit and Attachment 1 in order to mitigate the additional costs of processing and treatment. Sample analysis shall be based on an average of all samples results. Volume, BOD, and TSS calculation $(V+B+S)$ = Surcharge and the charges are: