



**BOARD OF DIRECTORS
EAST BAY MUNICIPAL UTILITY DISTRICT**

375 - 11th Street, Oakland, CA 94607

Office of the Secretary: (510) 287-0440

Notice of Time Change

**FINANCE/ADMINISTRATION
COMMITTEE**

Tuesday, March 26, 2024

8:30 a.m.

Boardroom

375 11th Street

Oakland, CA 94607

Notice is hereby given that the Tuesday, March 26, 2024 Finance/Administration Committee meeting of the Board of Directors has been rescheduled from 10:00 a.m. to 8:30 a.m. The meeting will be held in the Administration Building Boardroom at 375 11th Street, Oakland, California.

Dated: March 21, 2024



Rischa S. Cole

Secretary of the District

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**BOARD OF DIRECTORS
EAST BAY MUNICIPAL UTILITY DISTRICT**

375 – 11th Street, Oakland, CA 94607

Office of the Secretary: (510) 287-0440

**AGENDA
Finance/Administration Committee
Tuesday, March 26, 2024
8:30 a.m.
Boardroom
375 11th Street
Oakland, CA 94607**

Committee Members Andy Katz {Chair}, April Chan, and William B. Patterson

***** Please see appendix for public participation instructions*****

ROLL CALL:

PUBLIC COMMENT: The Board of Directors is limited by State law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.

DETERMINATION AND DISCUSSION:

1. Monthly Investment Transactions Report (Skoda)
2. Extend Liquidity Agreements for Commercial Paper Notes (Water Series) (Skoda)
Subseries A-1 and Subseries A-2
3. Applicant Project Process Improvements Update (Lee)

ADJOURNMENT:

Disability Notice

If you require a disability-related modification or accommodation to participate in an EBMUD public meeting please call the Office of the Secretary (510) 287-0404. We will make reasonable arrangements to ensure accessibility. Some special equipment arrangements may require 48 hours advance notice.

Document Availability

Materials related to an item on this Agenda that have been submitted to the EBMUD Board of Directors within 72 hours prior to this meeting are available for public inspection in EBMUD's Office of the Secretary at 375 11th Street, Oakland, California, during normal business hours, and can be viewed on our website at www.ebmud.com.

W:\Board of Directors - Meeting Related Docs\Agendas 2024\2024 Finance-Adm Committee\03262024 finance-admin agenda.docx



EBMUD

APPENDIX

Finance/Administration Committee Meeting

*EBMUD Board committee meetings will be conducted in person and accessible via Zoom.
These meetings are live streamed on the District's website.*

Online*

<https://ebmud.zoom.us/j/92433162059?pwd=emM4YjRrQTJtK3M0NnAxTDRoVzh5Zz09>

Webinar ID: 924 3316 2059

Passcode: 282322

By Phone*

Telephone: 1 669 900 6833

Webinar ID: 924 3316 2059

Passcode: 282322

International numbers available: <https://ebmud.zoom.us/u/kdjdx0Kd06>

*To familiarize yourself with Zoom, please visit <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Providing public comment - *The EBMUD Board of Directors is limited by State law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.*

- Each speaker is allotted 3 minutes to speak; the Board President has the discretion to amend this time based on the number of speakers
- The Secretary will track time and inform each speaker when the allotted time has concluded
- Comments on **non-agenda items** will be heard at the beginning of the meeting
- Comments on **agenda items** will be heard when the item is up for consideration
- The Secretary will call each speaker in the order received

In person

- Fill out and submit a blue speaker card which is available in the meeting room

Via Zoom

- Use the raise hand feature in Zoom to indicate you wish to make a public comment
<https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-in-a-webinar>
 - If you participate by phone, press *9 to raise your hand
- When prompted by the Secretary, please state your name, affiliation if applicable, and topic

Submitting written comments or materials

- Email written comments or other materials for the Board of Directors to SecOffice@ebmud.com
- Please indicate the meeting date and agenda item number or non-agenda item in the subject of the email. Contact information is optional.
- **Please email by 4 p.m. the day prior to the scheduled regular meeting;** written comments and other materials submitted to the Board of Directors will be filed in the record.

To view the livestream of Board meetings, please visit:

<https://www.ebmud.com/about-us/board-directors/board-meetings/>

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: March 21, 2024

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager *CCC*

FROM: Sophia D. Skoda, Director of Finance *SDS*

SUBJECT: Monthly Investment Transactions Report

SUMMARY

In accordance with Policy 4.07 – Investments, staff prepares a monthly transactions report for the Finance/Administration Committee to review and for the Board to consider each month. The Committee will review the February 2024 report at the March 26, 2024 Finance/Administration Committee meeting.

DISCUSSION

Pursuant to Policy 4.07, staff prepares a monthly report of investment transactions (buys, sales, deposits, withdrawals) as well as transactions that occur as a feature of the securities held (interest, calls, maturities). Information on portfolio performance, balances, and other factors is presented in the quarterly investment report.

In February 2024, the portfolio decreased from \$515.4 million to \$497.4 million. Net transactions decreased the total by \$18.4 million. Interest received added approximately \$375,000 to the portfolio. Deposits into short-term liquidity funds totaled \$11.2 million. The District withdrew \$28.8 million in securities. No securities were purchased, called, sold, or matured. Net transactions at the District's commercial bank resulted in a decrease of \$0.8 million.

NEXT STEPS

This item will be brought to the Board for consideration at its March 26, 2024 meeting.

CCC:SDS:rlh

Attachment: February 2024 Monthly Investment Transactions Report


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Monthly Investment Transactions Report February 2024

This report is presented to the Board pursuant to Government Code Section 53607 and in accordance with the District's Investment Policy 4.07.

The attached report details transactions in the District's portfolio as follows:

- **Monthly Investment Transactions Summary** **Page 1**
- **Monthly Investment Activity** **Page 2**
 - Buys **Page 3**
 - Deposits **Page 4**
 - Matured **Page 5**
 - Calls **Page 6**
 - Sales **Page 7**
 - Withdrawals **Page 8**
- **Monthly Interest Activity** **Page 9**
 - Interest Received (Transferred to Wells Fargo) **Page 10**
 - Interest Received (Reinvested) **Page 11**



Sophia Skoda (Mar 13, 2024 11:20 PDT)
Approved by: Sophia D. Skoda, Finance Director

Mar 13, 2024

Date

SDS:KM:lm



EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Transactions Summary
February 2024

Portfolio	Beginning Balance*	Monthly Net Transaction Activity	Monthly Interest Activity	Ending Balance
001 - Water System Consolidated	389,170,490.93	(12,000,000.00)	194,026.26	377,364,517.19
007 - Wastewater Consolidated	81,426,787.08	(3,000,000.00)	42,329.66	78,469,116.74
049 - Ferc Partnership	2,090,266.00	-	-	2,090,266.00
009 - BACWA	2,364,721.97	-	-	2,364,721.97
015 - DERWA	1,045,136.82	-	-	1,045,136.82
002 - FRWA	1,045,136.82	-	-	1,045,136.82
014 - IICP	157,294.14	-	-	157,294.14
010 - UMRWA	66,888.59	-	-	66,888.59
003 - Employees Retirement	5,969,077.14	(2,597,000.00)	-	3,372,077.14
099 - Wells Fargo**	32,076,155.76	(821,573.36)	138,645.98	31,393,228.38
Total	515,411,955.25	(18,418,573.36)	375,001.90	497,368,383.79

* Portfolio balance presented at face value.

**Wells Fargo's month-end available balance per bank statement. Gross amount; not allocated by fund and not included in balances above.

A portion of the balance in Wells Fargo is swept to a money market fund to increase investment earnings.

Leanne Maloney
Prepared by: Leanne Maloney, Accountant III
Kevin Ma
Reviewed by: Kevin Ma, Accounting Supervisor
David Glasser
Approved by: David Glasser, Controller

03/05/2024
Date
03/06/2024
Date
Mar 12, 2024
Date



EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio	Buys	Deposits	Matured	Calls	Sales	Withdrawals	Non-Investment Transactions*	Net Transaction Activity
001 - Water System Consolidated	-	-	-	-	-	(12,000,000.00)	-	(12,000,000.00)
007 - Wastewater Consolidated	-	-	-	-	-	(3,000,000.00)	-	(3,000,000.00)
049 - Ferc Partnership	-	-	-	-	-	-	-	-
009 - BACWA	-	-	-	-	-	-	-	-
015 - DERWA	-	-	-	-	-	-	-	-
002 - FRWA	-	-	-	-	-	-	-	-
014 - IICP	-	-	-	-	-	-	-	-
010 - UMRWA	-	-	-	-	-	-	-	-
003 - Employees Retirement	-	11,171,000.00	-	-	-	(13,768,000.00)	-	(2,597,000.00)
065 - Water S2008A DSRF	-	-	-	-	-	-	-	-
068 - Water 2010A DSRF	-	-	-	-	-	-	-	-
Investment Activity Total	-	11,171,000.00	-	-	-	(28,768,000.00)	-	(17,597,000.00)
099 - Wells Fargo	-	(11,171,000.00)	-	-	-	28,768,000.00	(18,418,573.36)	(821,573.36)
Total	-	-	-	-	-	-	(18,418,573.36)	(18,418,573.36)

*Non-investment transactions are net receipts and expenditures in Wells Fargo resulting from activities other than investment and interest transactions detailed in this report.

Steven Goodman-Leibof

Reviewed by: Steven Goodman-Leibof, Principal Mgmt Analyst

Robert Hannay

Approved by: Robert L. Hannay, Treasury Manager

Mar 12, 2024

Date

Mar 13, 2024

Date



EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Buys										

No Transactions this Period

0.00	0.00	0.00	0.00
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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Deposits										
003 - Employees Retirement	LAIF	LAIF LGIP	LGIP1005	2/2/2024	2/2/2024	N/A	5,358,000.00	5,358,000.00	0.00	5,358,000.00
003 - Employees Retirement	LAIF	LAIF LGIP	LGIP1005	2/6/2024	2/6/2024	N/A	480,000.00	480,000.00	0.00	480,000.00
003 - Employees Retirement	LAIF	LAIF LGIP	LGIP1005	2/16/2024	2/16/2024	N/A	5,333,000.00	5,333,000.00	0.00	5,333,000.00
Total							11,171,000.00			

11,171,000.00	11,171,000.00	0.00	11,171,000.00
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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Matured										

No Transactions this Period

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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
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Calls

No Transactions this Period

0.00	0.00	0.00	0.00
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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Sales										

No Transactions this Period

0.00	0.00	0.00	0.00
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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Investment Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Withdrawals										
001 - Water System Consolidated	LAIF	LAIF LGIP	LGIP1001	2/15/2024	2/15/2024	N/A	12,000,000.00	12,000,000.00	-	12,000,000.00
					Total		12,000,000.00			
003 - Employees Retirement	LAIF	LAIF LGIP	LGIP1005	2/29/2024	2/29/2024	N/A	13,768,000.00	13,768,000.00	-	13,768,000.00
					Total		13,768,000.00			
007 - Wastewater Consolidated	LAIF	LAIF LGIP	LGIP1001	2/15/2024	2/15/2024	N/A	3,000,000.00	3,000,000.00	-	3,000,000.00
					Total		3,000,000.00			
							28,768,000.00	28,768,000.00	-	28,768,000.00



EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Interest Activity
February 2024

Portfolio	Total Interest Received	Interest Transferred to Wells Fargo*	Net Interest Activity (Reinvested)**
001 - Water System Consolidated	194,026.26	-	194,026.26
007 - Wastewater Consolidated	42,329.66	-	42,329.66
049 - Ferc Partnership	-	-	-
009 - BACWA	-	-	-
015 - DERWA	-	-	-
002 - FRWA	-	-	-
014 - IICP	-	-	-
010 - UMRWA	-	-	-
003 - Employees Retirement	-	-	-
065 - Water S2008A DSRF	-	-	-
068 - Water 2010A DSRF	-	-	-
Interest Transactions Total	236,355.92	-	236,355.92
099 - Wells Fargo	138,645.98	138,645.98	138,645.98
Total	375,001.90	138,645.98	375,001.90

*Coupon and other interest received; reinvestment unavailable.

**Coupon and other interest payments reinvested in specific portfolio.

Leanne Maloney
 Prepared by: Leanne Maloney, Accountant III

Kevin Ma
 Reviewed by: Kevin Ma, Accounting Supervisor

David Glasser
 Approved by: David Glasser, Controller

03/05/2024
 Date

03/06/2024
 Date

Mar 12, 2024
 Date



EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Interest Activity
February 2024

Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Interest Received (Transferred to Wells Fargo)										
099 - Wells Fargo	Cash	WELLS FARGO Cash	CASH2017	2/1/2024	2/1/2024	N/A	-	-	138,645.98	138,645.98
Total									138,645.98	

0.00	0.00	138,645.98	138,645.98
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EAST BAY MUNICIPAL UTILITY DISTRICT
Monthly Interest Activity
February 2024


Portfolio Name	Asset Class	Description	CUSIP/Ticker	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Interest/Dividends	Total
Interest Received (Reinvested)										
001 - Water System Consolidated	Money Market Mutual Funds	Federated MM	GOFXX	2/1/2024	2/1/2024	N/A	-	-	23,253.04	23,253.04
001 - Water System Consolidated	Money Market Mutual Funds	Morgan Stanley IMVRXX		2/1/2024	2/1/2024	N/A	-	-	21,634.75	21,634.75
001 - Water System Consolidated	Money Market Mutual Funds	State Street MM	GVMXX	2/1/2024	2/1/2024	N/A	-	-	23,132.23	23,132.23
001 - Water System Consolidated	Local Government Investment Pool	CAMP LGIP	CAMP6035	2/29/2024	2/29/2024	N/A	-	-	126,006.24	126,006.24
Total										194,026.26
007 - Wastewater Consolidated	Money Market Mutual Funds	Federated MM	GOFXX	2/1/2024	2/1/2024	N/A	-	-	4,882.87	4,882.87
007 - Wastewater Consolidated	Money Market Mutual Funds	Morgan Stanley IMVRXX		2/1/2024	2/1/2024	N/A	-	-	2,040.25	2,040.25
007 - Wastewater Consolidated	Money Market Mutual Funds	State Street MM	GVMXX	2/1/2024	2/1/2024	N/A	-	-	5,005.25	5,005.25
007 - Wastewater Consolidated	Local Government Investment Pool	CAMP LGIP	CAMP6035	2/29/2024	2/29/2024	N/A	-	-	30,401.29	30,401.29
Total										42,329.66
							0.00	0.00	236,355.92	236,355.92

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: March 21, 2024

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager 

FROM: Sophia D. Skoda, Director of Finance 

SUBJECT: Extend Liquidity Agreements for Commercial Paper Notes (Water Series) Subseries A-1 and Subseries A-2

SUMMARY

The District's Commercial Paper Notes (Water Series) ("Water CP") Tax-Exempt Subseries A-1 ("Subseries A-1") and Tax-Exempt Subseries A-2 ("Subseries A-2") are outstanding in the total amount of \$281 million as of March 21, 2024. In accordance with the Water CP covenants, the District must procure and maintain one or more liquidity facilities enabling it to borrow an aggregate amount at least equal to the principal amount of commercial paper notes outstanding.

As the existing liquidity facilities are approaching their expiration dates, District staff recommends executing the proposed extensions of the existing Sumitomo Mitsui Banking Corporation ("SMBC") Standby Letter of Credit and Reimbursement Agreement ("LOC") supporting Subseries A-1 and Bank of America, N.A. ("BANA") Revolving Credit Agreement ("RCA") supporting Subseries A-2. The District has negotiated extensions of the SMBC LOC to May 4, 2029 and BANA RCA to June 28, 2028 at an annual cost of 0.32 percent (32 basis points) based on the District's current credit ratings as detailed in the Second Amendment to the SMBC LOC and related Second Amended and Restated Fee Agreement ("2024 SMBC Fee Agreement") and Third Amendment to the BANA RCA and related Fee Agreement ("BANA 2024 Fee Agreement"). Based on analysis by District staff and our municipal advisory firms, the proposed extensions are the most cost-effective alternatives. This item will be presented at the March 26, 2024 Finance/Administration Committee meeting.

DISCUSSION

The District's Water CP program consists of two subseries, Subseries A-1 and Subseries A-2, outstanding in the total amount of \$281 million as of March 21, 2024. Commercial paper notes are a form of short-term indebtedness in which individual notes with maturities of no more than 270 days are issued on a rolling basis, with the proceeds from new notes paying the principal on maturing notes. To support the Water CP, the District has covenanted to procure and maintain one or more liquidity facilities enabling it to borrow an aggregate amount at least equal to the principal amount of commercial paper notes outstanding.

The existing liquidity facilities are approaching their expiration dates. Subseries A-1 is currently outstanding in the amount of \$144 million with liquidity support provided by SMBC in the form of an LOC dated December 1, 2015 and amended May 6, 2020 which expires on May 6, 2024. Subseries A-2 is currently outstanding in the amount of \$137 million with liquidity support provided by BANA in the form of an RCA dated December 1, 2015 and amended October 31, 2018 and June 30, 2021 which expires on June 28, 2024.

SMBC and BANA have offered extensions of their liquidity facilities at favorable pricing and terms. The District has negotiated extensions of the SMBC LOC to May 4, 2029 (a five-year term) and BANA RCA to June 28, 2028 (a four-year term) at an annual cost of 0.32 percent (32 basis points) based on the District's current credit ratings subject to such adjustments as detailed in the Second Amendment to the SMBC LOC and related 2024 SMBC Fee Agreement and Third Amendment to the BANA RCA and related BANA 2024 Fee Agreement. The terms are one year longer and correspondingly the pricing is 2-3 basis points higher than the terms and pricing of the expiring agreements. Consistent with the existing agreements, fees would increase incrementally in the event the District's credit ratings were to decline.

Based on analysis by District staff and our municipal advisory firms, executing extensions of the existing agreements is the most beneficial and cost-effective option to secure the required liquidity facilities. The pricing and terms offered to the District by SMBC and BANA are very competitive in comparison to recent liquidity agreements procured by other peer agencies. In addition, extending the existing agreements simplifies documentation in comparison to substitution of a liquidity facility from a new bank resulting in lower upfront transaction costs. It is estimated that transaction costs to replace each facility would be \$170,000 compared to \$55,000 for each extension. The annual fee from a new bank would need to be below 0.30 percent (30 basis points) to more than offset the higher transaction costs over a four-year term. In the current market, it is unlikely another highly rated bank would provide a fee proposal this low. Therefore, executing extensions of the existing agreements is the recommended approach.

A summary of the key documents is as follows:

- **Second Amendment to the SMBC LOC:** This amendment extends the expiration date of the SMBC LOC by five years from May 6, 2024 to May 4, 2029 and updates certain definitions and terms such as references to the current Water Bond Indenture documents. The SMBC LOC dated December 1, 2015, as amended, provides the terms and conditions under which SMBC provides liquidity support for the Subseries A-1 notes by agreeing to make available \$144 million which can be borrowed to provide an additional source of repayment for the principal of the Subseries A-1 notes.
- **2024 SMBC Fee Agreement:** This agreement describes the fees the District will pay to SMBC in accordance with the terms of the SMBC LOC. The primary fee is the Letter of Credit ("LOC") Fee which is paid quarterly and calculated based on the outstanding amount of Subseries A-1 notes and LOC Fee Rate corresponding to the District's current credit ratings. With \$144 million outstanding and credit ratings of AA+/Aa1 or higher, the District would pay 0.32 percent annually which is \$115,200 quarterly totaling \$460,800 per year under the 2024 SMBC Fee Agreement. The LOC Fee would increase should the District's

credit ratings decline below AA+/Aa1 or upon specified events such as a default by the District under the terms of the LOC. The 2024 SMBC Fee Agreement replaces the existing fee agreement dated May 6, 2020.

- **Third Amendment to the BANA RCA:** This amendment extends the expiration date of the BANA RCA by four years from June 28, 2024 to June 28, 2028 and updates certain definitions and terms such as references to the current Water Bond Indenture documents. The BANA RCA dated December 1, 2015, as amended, provides the terms and conditions under which BANA provides liquidity support for the Subseries A-2 notes by agreeing to make available \$137 million which can be borrowed to provide an additional source of repayment for the principal of the Subseries A-2 notes.
- **2024 BANA Fee Agreement:** This agreement describes the various fees the District will pay to BANA in accordance with the terms of the BANA RCA. The primary fee is the Commitment Fee which is paid quarterly and calculated based on the outstanding amount of Subseries A-2 notes and Commitment Fee Rate corresponding to the District's current credit ratings. With \$137 million outstanding and credit ratings of AA/Aa2 or higher, the District would pay 0.32 percent annually which is \$109,600 quarterly totaling \$438,400 per year under the 2024 BANA Fee Agreement. The Commitment Fee would increase should the District's credit ratings decline below AA/Aa2 or upon specified events such as a default by the District under the terms of the RCA. The 2024 BANA Fee Agreement replaces the existing fee agreement dated June 30, 2021.

NEXT STEPS

This item will be presented to the Board for consideration at its March 26, 2024 meeting.

CCC:SDS:jl

- Attachments:
1. Second Amendment to the SMBC LOC
 2. 2024 SMBC Fee Agreement
 3. Third Amendment to the BANA RCA
 4. 2024 BANA Fee Agreement

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**SECOND AMENDMENT TO
STANDBY LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT**

This SECOND AMENDMENT TO STANDBY LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT (this “*Amendment*”) is dated April 10, 2024 (the “*Amendment Date*”), between EAST BAY MUNICIPAL UTILITY DISTRICT (the “*District*”) and SUMITOMO MITSUI BANKING CORPORATION, acting through its New York Branch (the “*Bank*”). All capitalized terms used herein and not defined shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the parties hereto have entered into that certain Standby Letter of Credit and Reimbursement Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified to date, the “*Agreement*”) relating to the District’s Commercial Paper Notes (Water Series) Tax-Exempt Subseries A-1 (the “*Notes*”);

WHEREAS, pursuant to Section 9.6(a) of the Agreement, the Agreement may be amended by a written amendment thereto, signed by the parties hereto; and

WHEREAS, the parties hereto desire to extend the Stated Expiration Date and amend the Agreement.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The definitions of the following defined terms appearing in Section 1.1 of the Agreement shall be amended and restated in their entireties to read as follows:

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such

transactions as determined by the Bank. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

“Fee Agreement” means that certain Second Amended and Restated Fee Agreement between the District and the Bank, dated April 10, 2024, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Prime Rate” means on any day, the rate of interest in effect for such day as publicly announced from time to time by the Bank as its *“prime rate.”* The *“prime rate”* is a rate set by the Bank based upon various factors including the Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change. Notwithstanding anything herein to the contrary, if the Prime Rate as determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

“Sanction(s)” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

“Stated Expiration Date” means **[May 4, 2029]**, as such date may be extended from time to time pursuant to the terms of the Letter of Credit.

“Water Bond Indenture” means the Water System Revenue Bond Indenture dated as of April 1, 1990, between the District and U.S. Bank Trust Company, National Association, as successor trustee, (as amended and restated pursuant to the Thirty-First Supplemental Indenture) as amended and supplemented to the date hereof, and as further amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

1.02. Section 1.1 of the Agreement is hereby amended by the addition of the following defined term to be inserted in its appropriate place in the alphabetical sequence and to read as follows:

“Thirty-First Supplemental Indenture” means the Thirty-First Supplemental Indenture dated as of March 1, 2024, between the District and U.S. Bank Trust Company, National Association, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

1.03. Section 2.3(c) of the Agreement is amended by the addition of a new paragraph (iv) thereto to read as follows:

(iv) The payment of the principal of and interest on the Advance Note shall constitute payment of the principal of and interest on each related Advance and the payment of the principal of and interest on each Advance shall constitute the payment of and principal and interest on the Advance Note. The payment of the principal of and interest on the Term Loan Note shall constitute payment of the principal of and interest on each related Term Loan and the payment of the principal of and interest on each Term Loan shall constitute the payment of and principal and interest on the Term Loan Note.

1.04. Section 3.2(a)(i) of the Agreement is hereby amended and restated in its entirety and as so amended shall read as follows:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge, liquidity ratio or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Bank;

1.05. Section 3.2 of the Agreement is amended by the addition of a new paragraph (e) thereto to read as follows:

(e) *Parent or Holding Company.* Solely for purposes of this Section 3.2, the references to the Bank shall include if applicable, and without duplication, the parent or holding company of the Bank.

1.06. Section 6.9 of the Agreement is hereby amended and restated in its entirety and as so amended shall read as follows:

Section 6.9. Limitation on Additional Debt. The District will not issue any Water Bonds or any other obligations or securities payable in whole or in part from Adjusted Net Water

Revenues (as defined in the Water Bond Indenture) except in compliance with Sections 3.01 and 3.05 of the Water Bond Indenture (as in effect on April 10, 2024), which Sections (together with all related definitions and ancillary provisions) are hereby incorporated by reference as if set forth herein in their entirety.

1.07. Section 6.31(a) of the Agreement is hereby amended and restated in its entirety and as so amended shall read as follows:

(a) The District will comply with the covenant contained in Section 6.09 of the Water Bond Indenture (as in effect on April 10, 2024), which Section (together with all related definitions and ancillary provisions) is hereby incorporated by reference as if set forth herein in its entirety.

2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent:

2.01. Delivery by the District and the Bank of (i) an executed counterpart of this Amendment and of (ii) the Second Amended and Restated Fee Agreement between the District and the Bank, dated April 10, 2024 (the “*A&R Fee Agreement*”).

2.02. Delivery to the Bank of an enforceability opinion of counsel to the District, in form and substance satisfactory to the Bank and its counsel.

2.03. Receipt by the Bank of (i) a certified copy of the authorizing resolution of the District approving the execution and delivery and performance of its obligations under this Amendment, the Agreement, as amended hereby, and the A&R Fee Agreement and (ii) a customary certificate executed by appropriate officers of the District including the incumbency and signature of the officer of the District executing this Amendment and the A&R Fee Agreement.

2.04. Payment or arrangements for the payment to the Bank of the reasonable legal fees of counsel for the Bank in connection with the execution and delivery of this Amendment and the A&R Fee Agreement.

2.05. All other legal matters pertaining to the execution and delivery of this Amendment and the A&R Fee Agreement shall be reasonably satisfactory to the Bank and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT.

3.01. The District hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the District contained in Article V (as amended hereby) of the Agreement and in each of the Related Documents are true and correct on and as of the Amendment Date as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 5.8 of the Agreement shall be deemed to refer to the most recent financial statements of the District furnished to the Bank pursuant to Section 6.1(a) of the Agreement); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment or the A&R Fee Agreement.

3.02. In addition to the representations and warranties given in Article V of the Agreement, the District hereby represents and warrants as follows:

(a) The execution, delivery and performance by the District of the A&R Fee Agreement, this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the District.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the District of the A&R Fee Agreement, this Amendment or the Agreement, as amended hereby, except such as shall have been duly obtained, given or accomplished prior to the execution and delivery hereof.

(c) This Amendment and the A&R Fee Agreement have each been duly executed and delivered and the A&R Fee Agreement, this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and by limitations on legal remedies against public agencies in the State and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4. REQUEST FOR EXTENSION OF EXPIRATION DATE.

The District hereby requests that the Bank extend the Stated Expiration Date to **[May 4, 2029]**, pursuant to Section 9.9 of the Agreement. Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Bank agrees to such request, the Agreement shall be amended by this Amendment and the Stated Expiration Date shall be extended, and the Bank shall deliver to the Issuing and Paying Agent a Notice of Extension substantially in the form attached hereto as Exhibit A to effectuate such extension. The Bank hereby acknowledges that the delivery by the Bank to the Issuing and Paying Agent of the Notice of Extension shall be deemed to be and

shall constitute a determination by the Bank that all conditions precedent set forth in Section 2 hereof (other than Section 2.04) have been satisfied.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific amendment need not be made in any note, document, agreement, letter, certificate, the Agreement itself, or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. This Amendment shall be deemed to be a contract made under and shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to conflict of laws provisions (other than New York General Obligation Laws 5-1401 and 5-1402); *provided* that the power and authority of the District to enter into and its rights and obligations under this Amendment shall be governed by and construed in accordance with the laws of the State of California. This Amendment is subject to Section 9.5 of the Agreement *mutatis mutandis*.

This Amendment amends the Agreement but is not intended to be or operate as a novation or an accord and satisfaction of the Agreement or any other Related Document or the indebtedness, obligations and liabilities of the District evidenced or provided for thereunder. This Amendment does not extinguish the obligations for the payment of money outstanding under the Agreement or any other Related Document or discharge or release the obligations or the liens or priority of any pledge or any other security therefor.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered on the date first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

By _____
Name: _____
Title: _____

SUMITOMO MITSUI BANKING CORPORATION,
acting through its New York Branch

By _____
Name: _____
Title: _____

EXHIBIT A

STANDBY LETTER OF CREDIT NO. LG/MIS/NY-090230

April [], 2024

[ISSUING AND PAYING AGENT]

as Issuing and Paying Agent

Attention: _____

Re: Notice of Extension

Ladies and Gentlemen:

1. Pursuant to Section 9.9 of that certain Standby Letter of Credit and Reimbursement Agreement, dated as of December 1, 2015 (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "*Reimbursement Agreement*"), by and between the East Bay Municipal Utility District (the "*District*") and Sumitomo Mitsui Banking Corporation, acting through its New York Branch (the "*Bank*"), the Bank has approved an extension of Standby Letter of Credit No. LG/MIS/NY-090230 (the "*Letter of Credit*"), dated December 2, 2015. The new Stated Expiration Date is **[May 4, 2029]**. You are hereby authorized to attach this Notice of Extension to the Letter of Credit and to treat this Notice of Extension as extending the Stated Expiration Date of the Letter of Credit.

The District's acknowledgment hereof shall be deemed to be the District's representation that all its representations contained in Article V of the Reimbursement Agreement are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

SUMITOMO MITSUI BANKING CORPORATION,
acting through its New York Branch

By: _____
Name: _____
Title: _____

cc: Dealers

Accepted as of _____, _____ by
[ISSUING AND PAYING AGENT], as Issuing and
Paying Agent

By _____
Title _____

Acknowledged as of _____, _____
by EAST BAY MUNICIPAL UTILITY DISTRICT

By _____
Title _____

**SECOND AMENDED AND RESTATED FEE AGREEMENT
DATED APRIL 10, 2024**

Reference is hereby made to (i) the Standby Letter of Credit dated December 2, 2015 (the “*Letter of Credit*”), issued by Sumitomo Mitsui Banking Corporation, acting through its New York Branch (the “*Bank*”) pursuant to the Standby Letter of Credit and Reimbursement Agreement dated as of December 1, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the “*Agreement*”), between the East Bay Municipal Utility District (the “*District*”) and the Bank, supporting the District’s Commercial Paper Notes (Water Series) Tax-Exempt Subseries A-1 (the “*Commercial Paper Notes*”) and (ii) the Amended and Restated Fee Agreement dated May 6, 2020 (the “*Existing Fee Agreement*”), between the District and the Bank. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

The District has requested that the Bank make certain modifications to the Existing Fee Agreement, and, for the sake of clarity and convenience, the Bank and the District wish to amend and restate the Existing Fee Agreement as set forth herein. The purpose of this Amended and Restated Fee Agreement (this “*Fee Agreement*”) is to confirm the agreement between the Bank and the District with respect to the Letter of Credit Fees (as defined below) and certain other fees payable by the District to the Bank. This Fee Agreement is the Fee Agreement referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement. The District acknowledges and agrees that all fees previously paid to the Bank under the Existing Fee Agreement were fully earned and nonrefundable. This Fee Agreement and the Agreement are to be construed as one agreement between the District and the Bank, and all obligations hereunder are to be construed as obligations thereunder. All references to amounts due and payable under the Agreement will be deemed to include all amounts, fees and expenses payable under this Fee Agreement.

ARTICLE I. FEES.

Section 1.1. Letter of Credit Fee. The District hereby agrees to pay or cause to be paid to the Bank on July 1, 2024, for the period commencing on April 1, 2024, to and including June 30, 2024, and in arrears on the first Business Day of each October, January, April and July occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable Letter of Credit Fee (the “*Letter of Credit Fee*”) with respect to the Available Amount under the Letter of Credit in an amount equal to the rate per annum associated with the Rating (as defined below) specified below (the “*Letter of Credit Fee Rate*”) for each day in the related fee period and the Available Amount for each day in each related fee period:

(i) for the period commencing on April 1, 2024, to but not including May 6, 2024, the Letter of Credit Fee Rate for such period shall be determined in accordance with the pricing grid set forth below:

LEVEL	S&P RATING	MOODY'S RATING	FITCH RATING	LETTER OF CREDIT FEE RATE
Level 1:	AA+ or higher	Aa1 or higher	AA+ or higher	0.30%
Level 2:	AA	Aa2	AA	0.40%
Level 3:	AA-	Aa3	AA-	0.50%
Level 4:	A+	A1	A+	0.70%
Level 5:	A	A2	A	0.90%
Level 6:	A-	A3	A-	1.20%
Level 7:	BBB+	Baa1	BBB+	1.75%
Level 8:	BBB	Baa2	BBB	2.25%
Level 9:	BBB-	Baa3	BBB-	2.50%

(ii) for the period commencing on and including May 6, 2024, and at all times thereafter, the Letter of Credit Fee Rate for such period shall be determined in accordance with the pricing grid set forth below:

LEVEL	S&P RATING	MOODY'S RATING	FITCH RATING	LETTER OF CREDIT FEE RATE
Level 1:	AA+ or higher	Aa1 or higher	AA+ or higher	0.32%
Level 2:	AA	Aa2	AA	0.42%
Level 3:	AA-	Aa3	AA-	0.52%
Level 4:	A+	A1	A+	0.72%
Level 5:	A	A2	A	0.92%
Level 6:	A-	A3	A-	1.22%
Level 7:	BBB+	Baa1	BBB+	1.75%
Level 8:	BBB	Baa2	BBB	2.25%
Level 9:	BBB-	Baa3	BBB-	2.50%

The term “*Rating*” as used above shall mean the long-term unenhanced debt rating assigned by each Rating Agency to any outstanding Water Bond. In the event of a split rating (*i.e.*, the Rating of one of the foregoing Rating Agencies is at a different Level than the Rating of either of the other Rating Agencies), the Letter of Credit Fee Rate shall be based upon the Level in which the lower of the two highest Ratings appears; *provided, however*, that if only two Rating Agencies are then rating the Water Bonds, the Letter of Credit Fee Rate shall be based upon the Level in which the lower of the two Ratings appears; *provided, further*, that for purposes of this sentence only, any Rating that appears in a higher numbered Level than the Level in which a Rating of another Rating Agency appears shall be deemed to be a “lower” Rating for purposes of determining the Letter of Credit Fee Rate. Any change in the Letter of Credit Fee Rate resulting from a change in a Rating shall be and become effective as of and on

the date of the announcement of the change in a Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies, and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Ratings in connection with the adoption of a “global” rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The District and the Bank acknowledge that as of the date hereof the Letter of Credit Fee Rate that is or would be applicable is that specified above for Level 1 in paragraph (i) and (ii) of this Section 1.1. In the event that either (i) a Rating is suspended, withdrawn or otherwise unavailable from any Rating Agency for credit related reasons or (ii) there shall have occurred and be continuing any Event of Default, in each such case, the Letter of Credit Fee Rate shall immediately increase to a rate per annum equal to 3.00% (the “*Fee Increase*”); *provided, however*, that the Fee Increase shall not occur pursuant to clause (i) of this sentence if any such rating shall have been suspended or withdrawn by or becomes otherwise unavailable from a Rating Agency due to (a) the District’s failure to apply for such rating or failure to provide information to such Rating Agency, in each case as a result of such Rating Agency’s imposition or proposed imposition of conditions to issuing such rating with which the District cannot legally comply or (b) a determination by the District to cease maintaining such rating and following such withdrawal, the District is in compliance with Section 6.29 of the Agreement. The Letter of Credit Fees shall be payable quarterly in arrears, together with interest on the Letter of Credit Fees from the date payment is due until payment in full at the Default Rate. Such fee shall be payable in immediately available funds and computed on the basis of a 360 day year and the actual number of days elapsed.

In connection with the Letter of Credit Fees payable pursuant to this Section 1.1 for any fee period, the Bank hereby agrees to use its best efforts to deliver an invoice to the District for such Letter of Credit Fees at least thirty (30) days in advance of the payment due date; *provided, however*, that the failure to provide any such invoice shall not limit or otherwise affect the obligation of the District to pay such Letter of Credit Fees when due.

Section 1.2. Drawing Fees. For each Drawing under the Letter of Credit, the District agrees to pay to the Bank a non-refundable drawing fee equal to \$300, payable without any requirement of notice or demand by the Bank on the date of such Drawing.

Section 1.3. Transfer Fee. Upon each transfer of the Letter of Credit in accordance with its terms to a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement, the District agrees to pay the Bank a non-refundable fee of \$5,000, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

Section 1.4. Amendment Fee. The District agrees to pay to the Bank on the date of each amendment, supplement, or modification to the Agreement (or any Related Document, the amendment, supplement or modification of which requires the consent of the Bank or a waiver from the Bank), a non-refundable fee equal to \$5,000, or such other fee as may be agreed to between the District and the Bank, plus, in each case, the reasonable fees and expenses of

counsel to the Bank; *provided, however*, that no fee pursuant to this Section 1.4 shall be required to be paid to the Bank in the event that any such amendment relates solely to an extension of the Stated Expiration Date.

Section 1.5. Termination Fee. (a) Notwithstanding anything set forth herein or in the Agreement to the contrary, the District hereby agrees not to terminate the Letter of Credit prior to May 6, 2025, without the payment by the District to the Bank of a termination fee in an amount equal to the product of (i) the Letter of Credit Fee Rate in effect pursuant to Section 1.1 hereof on the date of such termination, (ii) the Available Amount (without taking into account any unreimbursed Drawing under the Letter of Credit) in effect on April 10, 2024, and (iii) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including May 6, 2025, and the denominator of which is 360. Notwithstanding any provisions of this Section 1.5(a) to the contrary, the District will not be required to pay such termination fee if (i) any two of Moody's, S&P or Fitch shall have withdrawn or suspended the short-term credit rating of the Bank for credit related reasons or lowered the short-term credit rating of the Bank below "P-1," "A-1" and "F1," respectively, and thereafter for so long as such withdrawal, suspension or reduction shall be continuing (*provided*, that for the avoidance of doubt, the ratings referenced in this clause (i) shall mean those ratings assigned to Sumitomo Mitsui Banking Corporation, acting through its New York Branch and not ratings assigned to Sumitomo Mitsui Banking Corporation, acting through its New York Branch's parent or holding company or any other affiliate of the Bank), (ii) the Bank submits to the District a request for payment of amounts payable pursuant to Section 3.2 of the Agreement or (iii) the District elects to terminate the Letter of Credit in connection with retirement of the Commercial Paper Notes in full from a source of funds which does not involve the issuance by a bank or other financial institution of a letter of credit, liquidity facility, or credit facility or a direct purchase of such debt by a bank or other financial institution.

(b) Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the District agrees not to permanently reduce the Available Amount in effect on April 10, 2024, prior to May 6, 2025, without the payment by the District to the Bank of a reduction fee in connection with each and every permanent reduction of the Available Amount as set forth herein in an amount equal to the product of (A) the Letter of Credit Fee Rate in effect on the date of such permanent reduction, (B) the difference between the Available Amount (without taking into account any unreimbursed Drawing under the Letter of Credit) prior to such permanent reduction and the Available Amount (without taking into account any unreimbursed Drawing under the Letter of Credit) after such permanent reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such permanent reduction to and including May 6, 2025, and the denominator of which is three hundred sixty (360). Notwithstanding any provisions of this Section 1.5(b) to the contrary, the District will not be required to pay such reduction fee if the District elects to permanently reduce the Available Amount in connection with a retirement of a portion of the Commercial Paper Notes from a source of funds which does not involve the issuance by a bank or other financial institution of a letter of credit, liquidity facility, or credit facility or a direct purchase of such debt by a bank or other financial institution.

ARTICLE II. Miscellaneous.

Section 2.1. Out-of-Pocket Expenses. The District shall pay to the Bank promptly upon receipt of invoice any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank and the reasonable fees and disbursements of both domestic and foreign counsel to the Bank) all payable in accordance with this Fee Agreement and Section 9.2(a) of the Agreement.

Section 2.2. Payment Account. As provided in the Agreement, all payments hereunder shall be made by means of wire transfer of funds to the Bank's Payment Account.

Section 2.3. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the District and the Bank.

Section 2.4. Governing Law. THIS FEE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402); *PROVIDED* THAT THE POWER AND AUTHORITY OF THE DISTRICT TO ENTER INTO AND ITS RIGHTS AND OBLIGATIONS UNDER THIS FEE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA. THIS FEE AGREEMENT IS SUBJECT TO SECTION 9.5 OF THE AGREEMENT *MUTATIS MUTANDIS*.

Section 2.5. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document file (also known as a "PDF" file) shall be effective as delivery of an original executed counterpart hereof.

Section 2.6. Severability. Any provision of this Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.7. Representation by Legal Counsel; Joint Preparation. The parties hereto have participated jointly in the negotiation and drafting of this Fee Agreement, and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Fee Agreement. In the event an ambiguity or question of intent or interpretation arises, this Fee Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Fee Agreement.

Section 2.8. Amendment and Restatement. This Fee Agreement amends and restates in its entirety the Existing Fee Agreement but is not intended to be or operate as a novation or an accord and satisfaction of the Existing Fee Agreement or the indebtedness, obligations and

liabilities of the District evidenced or provided for thereunder. Reference to this specific Fee Agreement need not be made in any agreement, document, instrument, letter, certificate, the Existing Fee Agreement itself, or any communication issued or made pursuant to or with respect to the Existing Fee Agreement, any reference to the Existing Fee Agreement being sufficient to refer to the Existing Fee Agreement as amended and restated hereby, and more specifically, any and all references to the Fee Agreement in the Agreement shall mean this Fee Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective officers thereunto duly authorized on the date first set forth above.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Name: _____
Title: _____

SUMITOMO MITSUI BANKING CORPORATION,
acting through its New York Branch

By: _____
Name: Eric J. Isban
Title: Managing Director

**THIRD AMENDMENT TO
REVOLVING CREDIT AGREEMENT**

BETWEEN

EAST BAY MUNICIPAL UTILITY DISTRICT

AND

BANK OF AMERICA, N. A

DATED: April 10, 2024

relating to

**EAST BAY MUNICIPAL UTILITY DISTRICT
COMMERCIAL PAPER NOTES (WATER SERIES) TAX-EXEMPT SUBSERIES A-2**

THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT

This **THIRD AMENDMENT to REVOLVING CREDIT AGREEMENT**, dated April 10, 2024 (this “*Third Amendment*”), is between EAST BAY MUNICIPAL UTILITY DISTRICT (the “*District*”) and BANK OF AMERICA, N.A. (the “*Bank*”). Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings attributed thereto in the Revised Agreement (as defined below).

RECITALS

WHEREAS, the District and the Bank entered into a Revolving Credit Agreement, dated as of December 1, 2015 (the “*Original Agreement*”), as amended by the First Amendment to Revolving Credit Agreement, dated as of October 31, 2018 (the “*First Amendment*”), and as further amended by the Second Amendment to Revolving Credit Agreement, dated as of June 30, 2021 (the “*Second Amendment*”; and, together with the Original Agreement and the First Amendment, the “*Revised Agreement*”), and a Fee Agreement, dated December 2, 2015 (the “*2015 Fee Agreement*”), as superseded by a Fee Agreement, dated October 31, 2018 (the “*2018 Fee Agreement*”), which was subsequently superseded by a Fee Agreement, dated June 30, 2021 (the “*2021 Fee Agreement*”), pursuant to which the Bank agreed to provide liquidity support for the District’s Commercial Paper Notes (Water Series) Tax-Exempt Subseries A-2 (the “*Commercial Paper Notes*”), and such liquidity support under the Agreement (as defined below) is evidenced by the Revolving Loan Note and the Term Loan Note; and

WHEREAS, the Stated Expiration Date (as defined in the Revised Agreement) of the Revised Amendment is currently June 28, 2024, and the District has requested that the Bank extend the term of the Revised Agreement; and

WHEREAS, the Bank has agreed to extend the term of the Revised Agreement on the terms and conditions set forth in this Third Amendment; and

WHEREAS, the District and the Bank now desire to, among other things, (i) extend the Stated Expiration Date of the Revised Agreement from June 28, 2024 to June 28, 2028, (ii) make certain additional amendments to the Revised Agreement, and (iii) execute a new fee agreement to document certain pricing changes (the “*New Fee Agreement*”); and

NOW, THEREFORE, in consideration of the respective agreements contained herein and in the Revised Agreement, and intending to be legally bound, the District and the Bank hereby agree as follows.

ARTICLE I. INTENTION OF PARTIES, AGREEMENT PROVISIONS.

The District and the Bank have entered into this Third Amendment and the New Fee Agreement to, among other things, extend the Stated Expiration Date and change other terms set forth in the Revised Agreement and to reflect the delivery of the New Fee Agreement to replace the Prior Fee Agreement. The terms of the Revised Agreement, as amended by this Third Amendment (as so amended, the “*Agreement*”), shall govern the rights and obligations of the District, and the Bank in connection with the transactions contemplated by the Revised Agreement.

The Bank and the District hereby agree that no amendments are needed with respect to the Revolving Loan Note and the Term Loan Note.

ARTICLE II. AMENDMENTS. The Revised Agreement is hereby amended as follows:

- (a) The definition of “Fee Agreement” in Section 1.1 of the Revised Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“ ‘Fee Agreement’ means that certain Fee Agreement dated the Third Amendment Effective Date, between the District and the Bank, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.”

- (b) The defined term “Stated Expiration Date” in Section 1.1 of the Revised Agreement is hereby amended by deleting “June 28, 2024” therein and replacing it with “June 28, 2028”.

- (c) The defined term “Water Bond Indenture” in Section 1.1 of the Revised Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“ ‘Water Bond Indenture’ means the Water System Revenue Bond Indenture dated as of April 1, 1990, between the District and U.S. Bank Trust Company, National Association, as successor trustee, (as amended and restated pursuant to the Thirty-First Supplemental Indenture) as amended and supplemented to the date hereof, and as further amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.”

- (d) Section 1.1 of the Revised Agreement is hereby amended by the addition of the following definitions which are to be situated therein by alphabetical order:

“ ‘Third Amendment’ means that certain Third Amendment to Revolving Credit Agreement, dated April 10, 2024, between the District and the Bank.”

“ ‘Third Amendment Effective Date’ means April 10, 2024.”

“‘Thirty-First Supplemental Indenture’ means the Thirty-First Supplemental Indenture dated as of March 1, 2024, between the District and U.S. Bank Trust Company, National Association, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

- (e) Section 6.9 of the Agreement is hereby amended and restated in its entirety and as so amended shall read as follows:

“Section 6.9. *Limitation on Additional Debt.* The District will not issue any Water Bonds or any other obligations or securities payable in whole or in part from Adjusted Net Water Revenues (as defined in the Water Bond Indenture) except in compliance with Sections 3.01 and 3.05 of the Water Bond Indenture (as in effect on April 10, 2024), which Sections (together with all related definitions

and ancillary provisions) are hereby incorporated by reference as if set forth herein in their entirety.”

- (f) Section 6.31(a) of the Agreement is hereby amended and restated in its entirety and as so amended shall read as follows:

(a) “The District will comply with the covenant contained in Section 6.09 of the Water Bond Indenture (as in effect on April 10, 2024), which Section (together with all related definitions and ancillary provisions) is hereby incorporated by reference as if set forth herein in its entirety.”

ARTICLE III. CONDITIONS TO DELIVERY OF THIS THIRD AMENDMENT.

The amendments to the Revised Agreement provided for in Article II hereof shall become effective on the Third Amendment Effective Date; *provided* that each of the following conditions shall be fulfilled to the satisfaction of the Bank (which satisfaction shall be evidenced by the execution of this Third Amendment by the Bank and delivery thereof to the District):

(a) Documentation:

- (i) An executed counterpart of this Third Amendment and the New Fee Agreement, each signed by the District and the Bank;
- (ii) Opinion of Counsel to the District regarding due authorization and execution of this Third Amendment and the New Fee Agreement in form and substance acceptable to the Bank;
- (iii) A certified copy of the District resolution approving the execution and delivery of this Third Amendment and the New Fee Agreement;
- (iv) The District shall have paid or made arrangements for payment of all costs and expenses incurred by the Bank in connection with this transaction, including without limitation reasonable attorney’s fees; provided, that the District shall pay the Bank’s attorney’s fees of \$7,500 within 30 days following its receipt of an invoice from such counsel; and
- (v) All other legal matters pertaining to the execution and delivery of this Third Amendment and the New Fee Agreement shall be satisfactory to the Bank and the execution and delivery hereof by the Bank shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Bank.

(b) Representations and Warranties True.

- (i) The representations and warranties of the District contained in Article V of the Revised Agreement and in this Third Amendment shall be true and correct with the same effect as though made on and as of the Third Amendment Effective Date, except to the extent a representation or warranty relates specifically to an earlier date (in which case,

such representation and warranty shall be true and correct as of such date) and except that the representations in Section 5.8 of the Revised Agreement refers to the District's 2023 financial statements (instead of the 2020 financial statements) which have been previously provided to the Bank.

(ii) In addition to the foregoing representations, the District hereby represents and warrants as follows:

(A) The execution, delivery and performance by the District of this Third Amendment and the New Fee Agreement are within their powers, have been duly authorized by all necessary actions and do not contravene any law or any contractual restriction binding on or affecting the District;

(B) No further authorization, approval or other action by, and no notice to or filing, is required for the due execution, delivery and performance by the District of this Third Amendment and the New Fee Agreement that has not been received as of the Third Amendment Effective Date;

(C) The District will provide, or will cause to have provided, (i) written notice of this Third Amendment, together with an updated Exhibit F reflecting the extension of the Stated Expiration Date of the Agreement, to the Issuing and Paying Agent and (ii) notice of the extension of the Stated Expiration Date of the Agreement, together with an executed copy of this Third Amendment, to the Rating Agencies; and

(D) The Revised Agreement (as amended by this Third Amendment) constitute the legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and by limitations on legal remedies against public agencies in the State.

(c) Absence of Certain Events. (i) There shall not have occurred any material adverse change in the affairs, condition and/or operations, financial or otherwise, of the District since the date of the most recent financial information provided to the Bank pursuant to Section 6.1(a) of the Revised Agreement that would impair the ability of the District to perform its obligations under the Revised Agreement; on or prior to the Third Amendment Effective Date, no change shall have occurred in any law, rule or regulation or in any interpretation thereof that, in the opinion of the Bank, would make it illegal for the Bank to execute and deliver this Third Amendment; and (ii) no event has occurred which constitutes an Event of Default under the Revised Agreement.

ARTICLE IV. MISCELLANEOUS.

(a) The parties hereto acknowledge and confirm that, from and after the Third Amendment Effective Date, any reference in the Revised Agreement or in the other Related Documents to the "Agreement" shall mean and refer to the Revised Agreement as amended hereby.

(b) Except as provided herein, the Revised Agreement shall remain in full force and effect and unaffected hereby except, as set forth herein, from and after the Third Amendment Effective Date.

(c) This Third Amendment and the Revised Agreement, as amended hereby, shall be subject to Section 9.6 and Section 9.9 of the Revised Agreement. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

(d) The parties agree that the electronic signature of a party to this Third Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Third Amendment. The parties agree that any electronically signed document (including this Third Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

(e) This Third Amendment may be executed in one or more counterparts, each of which shall constitute an original and when taken together shall constitute one original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment as of the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Name: Sophia D. Skoda
Title: Director of Finance

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

FEE AGREEMENT

April 10, 2024

Reference is hereby made to that certain Revolving Credit Agreement, dated as of December 1, 2015, as amended by that certain First Amendment to Revolving Credit Agreement, dated October 31, 2018, as amended by the Second Amendment to Revolving Credit Agreement, dated June 30, 2021, and as further amended by the Third Amendment to Revolving Credit Agreement, dated April 10, 2024 (as further amended, supplemented, restated or otherwise modified from time to time, the “*Agreement*”), between the East Bay Municipal Utility District (the “*District*”) and Bank of America, N.A. (the “*Bank*”), relating to the District’s Commercial Paper Notes (Water Series) Tax-Exempt Subseries A-2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Agreement is to replace the Fee Agreement, dated June 30, 2021, between the Bank and the District (the “*2021 Fee Agreement*”) and to confirm the agreement between the Bank and the District with respect to the Commitment Fees (as defined below) and certain other fees payable by the District to the Bank. This Fee Agreement is the Fee Agreement referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES.

Section 1.1. Commitment Fee. The District hereby agrees to pay or cause to be paid to the Bank a non-refundable Commitment Fee (the “*Commitment Fee*”) with respect to the Available Commitment of the Bank under the Agreement in an amount equal to the rate per annum (the “*Commitment Fee Rate*”) specified below on the average daily Available Commitment from time to time in effect during each related period.

LEVEL	S&P RATING	MOODY’S RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1:	AA or higher	Aa2 or higher	AA or higher	0.32%
Level 2:	AA-	Aa3	AA-	0.47%
Level 3:	A+	A1	A+	0.62%
Level 4:	A	A2	A	0.77%
Level 5:	A-	A3	A-	0.97%
Level 6:	BBB+	Baa1	BBB+	1.17%
Level 7:	BBB	Baa2	BBB	1.47%
Level 8:	BBB-	Baa3	BBB-	1.87%

The term “*Rating*” as used above shall mean the lowest long-term unenhanced debt rating assigned by each Rating Agency to any outstanding Water Bond. In the event of a split rating (*i.e.*, the Rating of one of the foregoing Rating Agencies is at a different Level than the Rating of any other Rating Agency), the Commitment Fee Rate shall be based upon the Level in which the lower of the two highest Ratings appears; *provided, however*, that if only two Rating Agencies are then rating Water Bonds, the Commitment Fee Rate shall be based upon the Level in which the

lower of the two Ratings appears; *provided, further*, that, for purposes of this sentence only, any Rating that appears in a higher numbered Level than the Level in which a Rating of another Rating Agency appears shall be deemed to be a “lower” Rating for purposes of determining the Commitment Fee Rate. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in a Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies, and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Ratings in connection with the adoption of a “global” rating scale, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The District and the Bank acknowledge that as of the Third Amendment Effective Date the Commitment Fee Rate is that specified above for Level 1. In the event that either (i) a Rating is suspended, withdrawn or otherwise unavailable from any Rating Agency for credit related reasons or (ii) there shall have occurred and be continuing any Event of Default, in each such case the Commitment Fee Rate shall increase by 1.50% per annum from the Commitment Fee Rate in effect on the date of the occurrence of such suspension, withdrawal, unavailability or Event of Default, as applicable (the “*Fee Increase*”); *provided, however*, that the Fee Increase shall not occur pursuant to clause (i) of this sentence if any such rating shall have been suspended or withdrawn by or becomes otherwise unavailable from a Rating Agency due to (a) the District’s failure to apply for such rating or failure to provide information to such Rating Agency, in each case as a result of such Rating Agency’s imposition or proposed imposition of conditions to issuing such rating with which the District cannot legally comply or (b) a determination by the District to cease maintaining such rating and following such withdrawal or suspension the District is in compliance with Section 6.29(iii) of the Agreement. The Commitment Fees shall be payable quarterly in arrears, together with interest on the Commitment Fees from the date payment is due until payment in full at the Default Rate. Such fee shall be payable in immediately available funds and computed on the basis of a 360-day year and the actual number of days elapsed.

In connection with the Commitment Fees payable pursuant to this Section 1.1 for any fee period, the Bank hereby agrees to use its best efforts to deliver an invoice to the District for such Commitment Fees at least thirty (30) days in advance of the payment due date; *provided, however*, that the failure to provide any such invoice shall not limit or otherwise affect the obligation of the District to pay such Commitment Fees when due.

The Commitment Fee shall be payable in immediately available funds quarterly in arrears commencing on the first Business Day of July 2024; *provided, however*, that in connection with the payment due on July 1, 2024, the Commitment Fee shall be computed as follows: (X) at a rate equal to 0.29% per annum for the period from and including April 1, 2024 to and including June 28, 2024 (subject to any applicable adjustments as set forth in the 2021 Fee Agreement), and (Y) at a rate equal to 0.32% per annum commencing on and including June 29, 2024 to and including June 30, 2024; and, thereafter, on the first Business Day of each subsequent October, January, April, and July thereafter to the Commitment Termination Date, and on the Commitment Termination Date, in all cases, covering the period from the date of the immediately preceding payment to such Business Day. The Bank’s determination of the Commitment Fee pursuant hereto shall be conclusive absent manifest error.

Section 1.2. Loan Fees. Upon the making of each Loan, the District agrees to pay to the Bank a non-refundable Loan fee equal to \$250, payable without any requirement of notice or demand by the Bank on the day on which such Loan is made by the Bank.

Section 1.3. Transfer Fee. Upon each transfer of the Agreement by the District in accordance with its terms or appointment of a successor Issuing and Paying Agent under the Issuing and Paying Agent Agreement, the District agrees to pay the Bank a non-refundable fee of \$2,500, and to reimburse the Bank for its actual costs and expenses associated with such transfer or appointment (including, without limitation, the reasonable fees and expenses of counsel to the Bank), payable on the date of such transfer or appointment.

Section 1.4. Amendment Fee. The District agrees to pay to the Bank on the date of each amendment, supplement, or modification to the Agreement (or any Related Document, the amendment, supplement or modification of which requires the consent of the Bank), a non-refundable fee equal to \$2,500, or such other fee as may be agreed to between the District and the Bank, plus, in each case, the reasonable fees and expenses of counsel to the Bank.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Out-of-Pocket Expenses. The District shall pay to the Bank promptly upon receipt of an invoice any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank and the reasonable fees and disbursements of counsel to the Bank) all payable in accordance with this Fee Agreement and Section 9.2(a) of the Agreement.

Section 2.2. Payment Account. As provided in the Agreement, all payments hereunder shall be made by means of wire transfer of funds to the Bank's Payment Account.

Section 2.3. Amendments. No amendment to this Fee Agreement shall become effective without the prior written consent of the District and the Bank.

Section 2.4. Governing Law. THIS FEE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402); PROVIDED THAT THE POWER AND AUTHORITY OF THE DISTRICT TO ENTER INTO AND ITS RIGHTS AND OBLIGATIONS UNDER THIS FEE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA.

Section 2.5. Counterparts. This Fee Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document file (also known as a "PDF" file) shall be effective as delivery of an original executed counterpart hereof.

Section 2.6. Severability. Any provision of this Fee Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.7. 2021 Fee Agreement Replacement. For the avoidance of doubt, this Fee Agreement replaces in its entirety that certain Fee Agreement, dated June 30, 2021, between the Bank and the District, and the parties hereby agree and confirm that such fee letter is no longer in force and effect.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Agreement to be duly executed and delivered by their respective officers thereunto duly authorized on the date first set forth above.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Name: Sophia D. Skoda
Title: Director of Finance


BANK OF AMERICA, N.A.

By: _____
Name:
Title:

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: March 21, 2024

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager 

FROM: Andrew L. Lee, Director of Customer and Community Services 

SUBJECT: Applicant Project Process Improvements Update

SUMMARY

At the August 23, 2022 Finance/Administration Committee meeting, staff presented plans to improve the applicant project process and address periods of peak applicant workload. In May 2023, the District conducted an internal three-day Applicant Project Process Improvement Workshop (Workshop). The Workshop identified priority areas for improving the application process to reduce the time of providing new water services. Staff presented these improvements at the October 24, 2023 Finance/Administration Committee meeting. The improvements included recommended modifications to the District's Regulations Governing Water Service (Regulations). These recommended modifications to the Regulations will be discussed at the March 26, 2024 Finance/Administration Committee meeting.

DISCUSSION

The District continues to identify and implement improvements in its applicant project process to reduce the time for processing submitted applications and address the demand for new water services. In May 2023, District subject matter experts met for the Workshop to review the process for each type of applicant project and identify areas for improvement. One of the most immediate and impactful improvements to the process is to modify specific sections of the District's Regulations to clarify the District's requirements.

Staff recommend modifications to the following sections:

- Section 1: Explanation of Terms – Modify key terms to clarify the District's requirements for new water service.
- Section 2: Applying for Service – Clarify the conditions for applying for water service and the requirements for submitting applications.
- Section 3: Standard Service – Update language for how the District provides water service during construction, and when and how the District provides a master meter for a structure or premises; clarify the rules for allowing conditional water services for smaller subdivisions.
- Section 18: Location of Service – Clarify the rules regarding location of District meters to allow better planning for developments.

- Section 23: District Equipment on Customer Property – Modify the District’s requirement for vertical clearance over the meter box, consistent with best management practices for maintenance activities.
- Section 31: Water Efficiency Requirements – Clarify the type of submeters applicants may utilize if a District master meter is approved for their project.

All modifications can be found in the attached recommended updates.

NEXT STEPS

Modifications to these sections of the Regulations will be brought to the Board for consideration and adoption at its April 23, 2024 meeting.

CCC:ALL:jjf

Attachments: 1. Summary of Modifications to Regulations
2. Regulation Edits

ATTACHMENT 1

SUMMARY OF MODIFICATIONS TO REGULATIONS

Regulation Section	Modification Recommended	Reason for Modification
Section 1	Add definitions of: Common Area, Hydrant or Public Fire Hydrant, Lateral, Main, Submeter, Branch Service, Conditional Service, Dual Service, Private Fire Service, Standard Service	Improve clarity for applicants.
	Update definitions of Major Facilities, Water Efficiency Requirements, Dwelling Unit; revise Limited Service to include Limited/Low/High Pressure Service	Improve clarity and help applicants understand the requirements when applying for water service.
	Delete the definition of Master Meter	Master Meter is defined in Section 3 of the Regulations.
Section 2	Add language related to payment of costs associated with Encroachment permits	Land use agencies require additional payments for encroachment permits. The added language clarifies the applicants' responsibility to pay outside agencies fees as part of the applicant's project.
Section 3	Revise language under Temporary Construction Service & Installation of Service Connection subsections	Allows applicants to use an existing service for construction purposes. Update language for readability.
	Revise Branch Meter subsection	Improve flexibility for installing branch services to reduce installation costs.
	Revise Master Meter subsection	Provide developers the ability to plan their projects for the right number of water meters.
	Create Accessory Dwelling Units (ADUs) subsection	Aligning the District's Regulations with Government Code Sections 65852.2 and 65852.22.
	Revise Service Connection Not at the Principal Frontage subsection	Decrease the number of short main extensions within infill developments.
Section 18	Revise language related to the location of where meters are allowed for installation.	Improve clarity on where District meters can be installed.
Section 23	Revise vertical clearance requirement above a District meter box	Align Regulations with requirements for meter maintenance.
Section 31	Add language in the Water Efficiency Requirements for New Development or Expanded Service subsection	Improve clarity on the type of submeters that the District will allow if a submeter is approved for use.

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SECTION 1 EXPLANATION OF TERMS USED IN THESE REGULATIONS

COMMON AREA shall mean a room, unit, or area of a building that is outside of the residential or commercial units, and is for the sole use of the tenants or occupants.

DISTRICT shall refer to the East Bay Municipal Utility District unless otherwise specified.

ELEVATION SURCHARGE shall mean that charge applied to customers' accounts where meters are served by pressure zones with an elevation designator of two (2) or more in the District's pressure zone designations. The charge shall be computed in accordance with Schedule A, Rate Schedule for Water Service, Section D. The Elevation Surcharge is a means of allocating the additional costs incurred for pumping and storing water at higher elevations.

EXPANDED SERVICE shall refer to any upgrade, change, modification to existing standard service that increases the size of the meter, or increases to the annual average water use resulting from improvements to the existing structure(s) and new construction.

FRONT FOOT CHARGE shall mean the charge applicable to a premises when a main is or has been brought to the principal frontage of the premises to make service available to the premises. This charge shall be computed in accordance with the provisions of Section 4, and shall generally be the proration of the cost of extending the main based on the width of the premises fronting on and entitled to service from the main extension. The front foot charge shall not apply to premises already entitled to service, according to District requirements, on or before the date the main extension is installed. Where a front foot charge is applicable, it must be paid before a service will be installed.

HYDRANT or PUBLIC FIRE HYDRANT shall mean a fire hydrant that is connected to a main by a lateral, owned by the District, and located within the public right-of-way or District-owned right-of-way.

PRIVATE FIRE HYDRANT shall mean a fire hydrant that is located downstream of a private fire service.

IRRIGABLE LANDSCAPE AREA shall mean the area of a premises less the aggregate area of structure footprints, impervious and pervious hardscape and undisturbed open space within that premises.

IRRIGATED LANDSCAPING shall mean the total aggregated area or footprint of irrigated landscape for a premises, which does not include open space or the non-irrigated area.

The terms "Irrigable Landscape Area" and "Irrigated Landscaping" may apply to more than one premises, as determined solely by the District, where the multiple premises are contiguous and the managing entity for the irrigation water service to those multiple premises is a single person or entity, such as a city or a homeowners' association.

LATERAL shall refer to the District-owned pipeline connecting a meter or hydrant to the main.

MAIN shall refer to District-owned pipelines that are not part of a service connection or hydrant.

~~LIMITED SERVICE shall mean a water service connection provided under a written agreement for limited service with special conditions, when standard service is not reasonably available.~~

MAJOR FACILITIES shall mean storage reservoirs, pumping plants, transmission mains, ~~filter plants~~ water treatment plants, and appurtenances, including necessary properties and rights of way.

METER shall mean the entire meter assembly, which may include appurtenances or devices owned and installed by the District in connection with a service connection.

DEDICATED IRRIGATION METER shall mean the entire meter assembly dedicated for outdoor landscape water use, which may include appurtenances or devices owned and installed by the District or applicant, as solely determined by the District, as provided in Sections 3 and 31 of these Regulations.

SUBMETER shall mean a non-District-meter that is installed downstream of the District's meter. The submeter or submeter data must be readily accessible for review by those utilizing the water, and is wholly maintained and serviced by the owner/agent of the premises.

~~MASTER METER shall mean the entire meter assembly dedicated for single service to a premises for water use, which may include appurtenances or devices owned and installed by the District upstream of any applicant installed and owned meters, as provided in Sections 2 and 3 of these Regulations.~~

PREMISES shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single premises for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as assessor parcel lines, whether the parcel could reasonably be subdivided, whether the parcel is being used for a single enterprise, and whether the parcel is divided by a public or a private street, but in any case the District's determination shall be final.

MULTI-FAMILY PREMISES shall mean premises designated for multi-family use by the local land use authority which may include but are not limited to apartments, duplexes, condominiums, or other dwelling units not classified as single-family or premises intended for or with structure(s) constructed with independent living facilities for one or more persons.

MULTI-OCCUPANCY COMMERCIAL/INDUSTRIAL PREMISES shall mean premises designated for commercial/industrial use by the local land use authority, with two or more attached or separate commercial or industrial occupancy units, rental or owner-occupied, which is determined by the District to be a single premises for receiving water service.

SINGLE FAMILY PREMISES shall mean a premises designated for single-family use by the local land use authority or premises intended for or with structure(s) constructed for occupancy by a single-family as determined by the District with one or more attached or separate structures, rental or owner-occupied, providing permanent

provisions for living, cooking, sanitation, and separate ingress/egress.

PRESSURE ZONE shall mean a portion of the water distribution system in which all premises are served through meters within a specific range of elevations and supplied by the same major facilities through an interconnected pipeline network. The upper limit of the pressure zone is 100 feet below the overflow elevation of the reservoir providing service, and the lower limit is determined by the upper limit of the next lower pressure zone or an elevation approximately 300 feet below the overflow elevation of the reservoir. Gravity Zones are those pressure zones which receive their water supply by gravity flow from the treatment plants and are identified by the prefixes "G" and "H" in the District's pressure zone designations. Pumped Zones are those pressure zones which receive their water supply from the treatment plants by pumping and are identified by the prefixes "A" through "F" in the District's pressure zone designations.

PRINCIPAL FRONTAGE shall mean that part of the perimeter of the major portion of the premises where the principal use of the property is located, which fronts on a public street or private road or driveway from which the premises generally receives access, public services and utilities, as determined by the District. Principal use does not include easements, rights of way, or a relatively narrow portion of a premises used for access or other purpose.

REASONABLY AVAILABLE SERVICE shall mean that a service connection installed at the principal frontage of the premises will provide adequate pressure and flow for normal operation of plumbing fixtures, water using appliances, requirements set by the responsible fire protection agency, and irrigation. In determining reasonably available service, the District will consider, relative to the service location and the applicable pressure zone, the elevation of the existing or proposed building on the premises, the distance of the building site from the meter location and any pressure and flow requirement for fire protection.

RETROFITS shall mean the conversion or modification of existing water using fixtures, appliances, equipment and landscaping such that they are suitable for water service.

SEPARATE STRUCTURE shall mean a distinct building with ~~separate and/or shared walls, as solely determined by the District, without regard to common pathways, bridges, roof decks and overhangs, parking garages, foundations, and similar above or below ground project features~~ water using fixtures.

SERVICE shall mean the furnishing of water (potable or nonpotable) to a customer through a service connection.

BRANCH SERVICE shall refer to a service connection with two or more meters per service connection.

CONDITIONAL SERVICE shall mean a service connection to a premises at other than the principal frontage as provided in Section 3 of these Regulations.

DUAL SERVICE shall mean a combination standard and fire service.

LIMITED/LOW/HIGH PRESSURE SERVICE shall mean a water service connection provided under a written agreement for a service with special conditions when standard service is not reasonably available. See Section 8, 8A, and 8B of these Regulations.

PRIVATE FIRE SERVICE shall mean a water service connection provided under written agreement for the sole use of fire protection to a premises, further defined in Section 3 of these Regulations.

STANDARD SERVICE shall mean a service other than a private fire service, installed within the District's service area, adjacent to the principal frontage of the premises to be served, which service is needed for immediate use to supply an identified function directly related to such premises.

SERVICE CONNECTION shall mean the necessary piping and equipment from the main to and including the meter or battery of meters. Reference to a service connection by size shall mean the size of the meter.

STANDARD PARTICIPATION CHARGE (SPC) shall mean the charge paid as a contribution towards the cost of future general oversizing of water mains and to provide major facilities capacity for service to new customers. This charge is paid in lieu of the System Capacity Charge by certain applicants who applied for service on or before June 28, 1983. The SPC also includes a component for the allocated cost of providing a future water supply to meet the long term increase in water demand in the District.

~~STANDARD SERVICE shall mean a service other than a private fire service, installed within the District service area, adjacent to the principal frontage of the premises to be served, which service is for immediate use to supply a function directly related to such premises.~~

SYSTEM CAPACITY CHARGE (SCC) shall mean the charge required of all applicants for water service to premises where installation of a service connection is required, including expanded service, as solely determined by the District. The charge to be paid depends on the regional location and the applicable meter size, the estimated annual average water use as determined by the District for large meters not covered in Schedule J based on water use information furnished by the applicant, or number of units. The charge is payment for the costs allocated to providing capacity for water service to applicants within each region, including components for major facilities in the District's distribution system master plan, major facilities constructed prior to the master plan, and water main oversizing. The SCC also includes a component for the allocated cost of providing a future water supply to meet the long term increase in water demand in the District. The charge shall be computed in accordance with Schedule J of the Rates and Charges.

UNIT shall mean and apply to a Dwelling Unit, Accessory Dwelling Unit, Commercial/Industrial Unit, Live/Work Unit, or Work/Live Unit within a premises as defined below, unless specified otherwise.

ACCESSORY DWELLING UNIT shall be as defined by California Government Code Section 65852.2.

JUNIOR ACCESSORY DWELLING UNIT shall be as defined by California Government Code Section 65852.22.

DWELLING UNIT shall mean an attached or detached rental or owner-occupied residential unit ~~on~~ ~~a multi-family~~ premises, which provides complete independent living facilities for one or more persons, including one or more permanent provisions for living, sleeping, cooking, sanitation, and separate ingress/egress as solely

determined by the District.

COMMERCIAL/INDUSTRIAL UNIT shall mean an attached or detached rental or owner-occupied unit used directly or indirectly in connection with any non-residential, or business undertaking, which provides complete independent facilities for one or more persons, including one or more permanent provisions for sanitation, and separate ingress/egress as solely determined by the District.

LIVE/WORK UNIT shall be considered an attached or detached unit of a mixed-use premises that accommodates both residential and non-residential activities, but emphasizes the accommodation of residential activities per Local Land Use designation, as solely determined by the District. For the purpose of System Capacity Charges, a Live/Work Unit shall be considered as residential.

WORK/LIVE UNIT shall be considered an attached or detached unit of a mixed-use premises that accommodates both residential and non-residential activities, but emphasizes the accommodation of commercial activities per local land use designation, as solely determined by the District. For the purpose of System Capacity Charges, a Work/Live Unit shall be considered as non-residential.

WATER EFFICIENCY REQUIREMENTS shall ~~mean include~~ all ~~devices~~water-using fixtures, technologies, ~~and practices~~, and ordinances in accordance with Section 31 of these Regulations.

SECTION 2 APPLYING FOR SERVICE

Applications for new water service or a change in use of existing water service shall be submitted to the District's New Business Office ~~of the District~~. The District's requirements for the type of service desired shall be met before an application will be approved. Customers requesting to stop or restart existing water service shall contact the District's Customer Service Center.

If conditions exist such that standard service (see Section 3) is not reasonably available, or if the premises is outside of the District's boundaries, ~~or if unusual conditions exist,~~ the applicant will be advised of the terms and conditions that must be met ~~before an application for service may be approved to obtain service~~. In determining whether the portion of an applicant's premises lying directly along a main constitutes principal frontage, the District's decision shall be final.

Each unit in a ~~newly built~~new or renovated multi-family or multi-occupancy commercial/industrial premises shall be individually metered. Individual meters shall be ~~District meters or submeters installed and owned by the District or applicant, as solely determined by the District~~. When approved by the District, ~~individual meters installed by an applicant submeters~~ shall meet the ~~standards established by the~~ District requirements and applicable laws. Additional requirements for metering are contained in Section 3 and 31 of these regulations.

Continuance of service is dependent on compliance with the District's regulations governing service, and on conditions at the premises of the service remaining unchanged to the extent that they do not conflict with the District's requirements for obtaining service. Where a change in conditions at the premises of the service makes a customer ineligible for continued service the customer concerned shall be responsible for promptly notifying the District by completing the water service application process~~in writing of the change~~.

Applicants for service shall pay all applicable charges in full and in advance consistent with as provided in the Schedule of Rates and Charges, including but not limited to the following:

- Account Establishment Charge
- Service Installation Charges
- Water Service Estimate Fee (if applicable)
- Water Main Extension Charges (if required)
- System Capacity Charge
- Charges for Annexation (if applicable)
- Wastewater Capacity Fee (if applicable)
- Any outstanding balance owed to the District (if applicable)
- Encroachment permit fees imposed by Local Agencies (if applicable)
- Costs for compliance with encroachment permit conditions (e.g. engineered traffic control plans).

Applicants shall provide all information determined by the District to be necessary to establish conditions at the location of service. This information may include, but is not ~~be~~ limited to:

- Property descriptions
- Improvement plans, including certification of subgrade elevation
- Information regarding soils and known contaminated soil conditions
- Environmental documentation
- Fire flow form signed by responsible fire agency
- Topographical map(s)
- Development and site plans with hydrant locations identified and signed by the responsible fire department (if applicable)
- Hydraulic calculations for proposed fire sprinkler system (if

applicable) AMORTIZATION OF CONNECTION AND

INSTALLATION FEES

Applicants for service that satisfy the criteria set forth below may make written application to the District to amortize the payment of water service installation charges (Schedules D and E), water main extension charges (Schedule G), water system capacity charges (Schedule J) and wastewater capacity fees, pursuant to the following terms and conditions:

- The amount amortized shall be at least \$5,000 but not more than \$150,000.
- Applicant shall pay in advance a minimum of 25% of the estimated cost to provide the new service connection.
- Applicants shall enter into an agreement with the District which provides that:
 - a. amortized charges that shall be paid in equal installments over a maximum period of 24 months;
 - b. interest shall be applied to the balance due at a rate set by the Director of Finance;
 - c. water service may be terminated for failure to pay any installment when due;
 - d. repayment of the amortized charges shall be secured by real property owned by applicant and the District shall have the right of foreclosure by a power of sale;
 - e. applicant shall pay all escrow and title search costs incurred.
- Applicants shall execute deeds of trust which shall constitute a lien upon real property interests described therein, which property shall be situated in California and shall be sufficient to secure repayment of the amortized charges.

Applicant Criteria

- I. Applicants providing job training in District job skills.

In order to make application to amortized charges pursuant to this section, the applicant must:

- a. make written application to the District for water service;
- b. have tax-exempt status under Internal Revenue Code section 501(c)3;
- c. provide job training, including job skills utilized in District job classifications, to unemployed individuals; and
- d. own and occupy the property for which water service application is made.

II. Applicants providing low income housing incorporating water conserving devices and landscaping.

To apply for amortized charges pursuant to this section, the applicant must:

- be organized solely for the purpose of constructing low income housing;
- provide evidence of eligibility for Community Development Block Grant (CDBG) assistance;
- own the property for which water service is requested;
- seek to amortize charges related to providing water service to a low-income housing project that:
 - i. is restricted to such use for at least 15 years or such other time specified or required by law; and
 - ii. will provide rental units for low-income residents or, if intended for ownership, will be owner-occupied units for low-income residents.
- incorporate water conservation features, beyond those required by law, into the design of the project and install and maintain water conserving landscaping approved by the District; and
- specify the cost benefit that will inure to residents of the project.

For purposes of this section, “housing” and “low-income housing” shall have the following meaning:

- Housing is defined to include rental housing, condominiums, cooperative housing, ownership housing, housing for families, senior housing, housing for physically and/or mentally disabled people, emergency shelters and shared housing.
 - Low-income housing is defined as housing that is subsidized in whole or in part by one or more governmental agencies or foundations and that is rented or owned by individuals or families whose incomes are within ranges specified as low-income by the U.S. Department of Housing and Urban Development for Alameda and Contra Costa Counties.
- III. In addition to the above criteria, applicants must make written application to the District for water service and provide evidence of tax-exempt status under Internal Revenue Code section 501(c)(3).

SECTION 3 STANDARD SERVICE

SERVICE CONNECTION EXISTS AT TIME APPLICATION RECEIVED

Utilization of an existing standard service may be granted where a complete service connection for the premises exists, there is no change in the use of the premises, the service has been active within the previous five years, there is no change in service size, and the District's requirements are met as stated in these regulations (see Section 2, Applying for Service and Section 31 – Water Efficiency Requirements). In such cases, if sufficient advance notice is furnished to the District, the service will be turned on at the meter on the date requested by the customer, except Saturdays, Sundays, and holidays.

All requirements established for the existing service connection shall remain in effect, including the requirement for a pressure regulator or backflow prevention device.

SERVICE CONNECTION DOES NOT EXIST AT TIME APPLICATION RECEIVED

When an application is received for a standard service to a premises where a service connection does not exist as determined by the District, a standard service may be granted and installed, provided the applicant meets the District's general requirements as stated elsewhere in these regulations, and:

1. Service is reasonably available at the premises to be served.
2. The size of the service connection is approved by the District.
3. The applicable District charges have been paid.
4. The applicant agrees to install a pressure regulator or backflow prevention device when required by the District.
5. There is an immediate need for water service to the premises.
6. The applicant agrees to meter the development as specifically approved by the District.

If service is not reasonably available or if unusual conditions exist, the applicant will be advised of the terms and conditions which must be met before an application for service will be accepted.

Additional requirements for nonpotable water service are included in Sections 30 and 31 of these regulations.

In circumstances under which the District anticipates unusual conditions, the applicant shall pay installation charges based on the District's estimate of the total cost of all materials, labor, and other costs incidental to the installation. Unusual conditions shall exist when, in the sole determination of the District, the installation is to be made under conditions that would result in unusual or significant departure from the basic installation charges set forth in the Schedule of Rates and Charges to Customers. Such circumstances shall include, but not be limited to, the length of the lateral, the type

of pavement, anticipated soil or other underground conditions, and the width or travel conditions of the roadway or right-of-way.

Water service will generally be made available by extending a main if the premises to be served does not have principal frontage on an existing water main of adequate flow and pressure (See Section 4). However, water service will not be provided by the extension of a water main where the meter(s) for the premises concerned will be located at an elevation of less than 100 feet below the overflow level of the reservoir supplying such main.

EXCEPTIONS

TEMPORARY CONSTRUCTION SERVICE

The District may grant a temporary reuse of an existing service for construction service purposes where it is expected that the service will be in use for a short period to serve a temporary operation, not related to any particular premises. In such cases, the appropriate installation and System Capacity Charges set forth in the Schedule of Rates and Charges shall be paid in advance and billing at the current rate for a standard service shall apply.

INSTALLATION OF SERVICE CONNECTIONS

Under special conditions the District may install a service connection without the meter in advance of actual need to avoid later cutting of pavement or for other reasons. In such cases, the appropriate installation charges set forth in the Schedule of Rates, and Charges, and Fees shall be paid in advance, but billing procedures shall not apply as the service will not be turned on until standard service is requested and approved by the District. If the service connection is not completed by a request for meter installation and turned on within one year of installation of the connection, the District may determine there is no immediate need for water service and may remove the service connection.

Regardless of whether the service connection was removed, to complete the installation of the standard service a new service application and payment will be required under consistent with the Regulations and Schedule of Rates, and Charges, and Fees then in effect. The System Capacity Charge shall be paid in accordance with the provisions of the Schedule of Rates and Charges then in effect.

STREET LANDSCAPING SERVICE

The District may grant a street landscaping service for planting strips or areas which lie within public streets and are devoted to and maintained for landscaping and related purposes by the public agency having jurisdiction over the streets. In such cases, the irrigable landscape area may be considered a single premises for the purposes of receiving, using and paying for service regardless of its division or intersection by other public streets. The District shall approve the size and location of the service and the distance or area which may constitute a single premises. The appropriate installation and System Capacity Charge set forth in the Schedule of Rates and Charges shall be paid, and billing at the current rate for a standard service shall apply. Additional requirements for nonpotable and potable water service are contained in Sections 30 and 31 of these regulations.

LANDSCAPING SERVICE

The District may grant a landscaping service for irrigable landscape areas for an entire property which is considered a single premises for the purposes of receiving, using and paying for irrigation service. The District shall approve the size and location of the service and the distance or area which may constitute a single premises. The appropriate installation and System Capacity Charge set forth in the Schedule of Rates and Charges shall be paid, and billing at the current rate for a standard service shall apply. Additional requirements for nonpotable and potable water service are contained in Sections 30 and 31 of these regulations.

COMBINATION STANDARD AND FIRE SERVICE

The California Building Code requires all newly constructed single and two-family homes and townhouses to install fire sprinkler systems. The District will grant one service to provide both standard service and a supply to a private fire protection system for each newly constructed single-family premises or residential dwelling unit. A separate fire service connection is required for service to a private fire protection system at all other premises except the following:

1. New service or the enlargement of existing connections required for large area premises with public or private educational facilities and publicly-owned facilities served with combined standard and fire service.
2. Service to multi-family residential premises when a combination standard/fire service meter has been installed for each residential dwelling unit.
3. Service to group homes or group residential facilities when it is determined by the District that a combined service connection is acceptable for metering normal water use and is approved by the responsible fire protection agency.

Except for the System Capacity Charge as provided in Schedule J, the rates and charges pertaining to the service shall be based on actual meter size.

BRANCH ~~METERS~~ SERVICE

The District may grant two or more standard services from a single service connection for a premises other than a single-family premises ~~if fire sprinklers are not required~~. The appropriate installation charge set forth in the Schedule of Rates and Charges shall be paid.

MASTER METER

Each separate structure of a multi-family, multi-occupancy, or commercial/industrial premises shall be separately metered, except when ~~the, as solely determined by the~~ District determines, it is not beneficial for water use efficiency. ~~The District may require e~~Each customer type in a new or renovated structure with more than one business classification ~~to be~~ must be separately metered by a master meter or individual meters for each unit, consistent with District Regulations, as solely determined by the District.

~~A separate meter may be required for an Accessory Dwelling Unit as defined by these Regulations only as authorized by Government Code Sections 65852.2 and 65852.22.~~

The District may grant a single service with a master meter to a premises with multiple separate structures when the District determines the structures on the premises are all provided the premises is determined to be a single business classification and all the following conditions are met:

- ~~1.~~ The property to be served structures must be in a single ownership, ~~and the property surrounding the structures must be in single ownership,~~ including streets containing the owner's water service pipelines. ~~Where the property or the property~~ surrounding the structures must be in single common ownership under a residents' or homeowners' association or in ownership by a unified school district or similar entity.
- ~~1.2.~~ The business classifications are unlikely to change due to the use and status of the ownership.
- ~~2.3.~~ Submeters are installed by the applicant to meter individual water use at each structure and/or units. Submeters shall be equipped with registers as per Section 31 of these Regulations. There must be a single management entity for the property who will be responsible for ~~maintaining the private water system- maintenance of the submeters, beyond the master meter and for payment of all water service charges.~~
- ~~3.4.~~ The applicant must furnish a written statement from the fire district or other public agency with jurisdiction, indicating its acceptance of the proposed arrangement for providing fire flow, and that the liability for supplying water for fire protection rests solely with the property owner responsible ~~for the private water system.~~
- ~~4.5.~~ It has been determined by the District that District-installed individual meters for each customer business classification, unit, or structure is my ~~not beneficial to the District to maintain in furthering water use efficiency, as solely determined by the District, or is not in accordance with these regulations.~~

ACCESSORY DWELLING UNITS

A separate meter may be required for an Accessory Dwelling Unit as defined by these Regulations only as authorized by Government Code Sections 65852.2 and 65852.22.

SERVICE CONNECTION NOT AT THE PRINCIPAL FRONTAGE

~~In certain unusual circumstances, t~~The District may locate a conditional service connection(s) for a premises ~~at other than the principal frontage provided:~~

- there is only a small number of premises that would be so served,
- service is reasonably available at that location,
- all necessary property rights providing permanent access for installation and maintenance of private houselines, water service connections, and meters, to each premises has been provided by the applicant to the District, and

- ~~the principal frontage is on a private road or driveway;~~
- ~~there is only one premises that would be so served;~~
- ~~there is no apparent possibility of further extension to serve other premises;~~
- there is no requirement for a fire main extension for a public hydrant, and would not be required and other factors requiring a main extension are not present.
- ~~a main extension for adjacent premises would not be required.~~

The owner(s) of the premises shall agree in writing to the conditions of service(s) and agree to relocate the service(s) and pay any applicable costs in the future ~~if, should~~ standard service becomes available at the principal frontage due to the installation of a main extension to serve other premises and the District determines that service relocations are required when the standard service becomes available. This conditional service agreement shall be a covenant against the premises to be served and shall run with the land, and will be recorded by the District.

SERVICE CONNECTION AT ALTERNATE MAJOR FRONTAGE

The District may locate the service connection for a premises at that part of the perimeter immediately adjacent to a street or road of general public access, where a water main exists or may

be installed, even though it is not the normal vehicle access to the property and provided that the fire hydrant location in relation to the premises is acceptable to the responsible fire protection agency.

The District may locate the service connection(s) for a multi-family residential unit(s) or multi-occupancy commercial/industrial unit(s) at that part of the perimeter immediately adjacent to a street or road of general public access in a development where individual metering of all multi-family residential or multi-occupancy commercial/industrial unit(s) has been determined to be feasible in the sole discretion of the District in accordance with Section 2 of these Regulations.

SECTION 18 LOCATION OF SERVICE

In general, the meter shall be installed at the principal frontage of the premises, in the area between the curb line and the customer's premises, ~~at the point specified by the applicant,~~ except as allowed under written agreement as provided in Section 3 or Section 4, of these Regulations.

~~The meter~~ Applicants may request a specific meter location if the meter placement meets all District requirements for standard meter installation. The meter shall not be located in a traveled way ~~of private roads~~ or driveways except in certain unusual installations when determined by the District that there is not a practical alternative location. In all cases, whether initial installation or relocation of existing service, the specific location of the meter shall be subject to District approval and charges will apply in accordance with the Schedules of Rates, Charges, and Fees.

The meter will be installed in the approved location upon payment of applicable District charges.

SECTION 23

DISTRICT EQUIPMENT ON CUSTOMER'S PREMISES

All service pipe and equipment needed to serve a customer up to and including the meter shall be owned by the District whether installed (1) on public or private property, and (2) at applicant or District expense.

District equipment required for service including the meter box, which is installed on a customer's premises, may be repaired, replaced, or removed by the District without the consent of the customer. Authorized representatives of the District shall have the right of access to such equipment for any purpose reasonably connected with furnishing services. The District will make no payment for placing or maintaining such equipment on the customer's premises.

The customer shall exercise care to prevent damage to or interference with the operation or servicing of District equipment. A minimum unobstructed clear setback zone of 30 inches on all 4 sides of the water meter box (measured from the outside edge of the box), as well as a ~~10~~6 foot vertical clearance above the meter box is required.

The customer shall be liable for any damage to District-owned meters, locks, or other equipment which is caused by himself or his tenants, agents, employees, contractors, licensees, or permittees, and must promptly reimburse the District on presentation of a bill for any such damage.

SECTION 31 WATER EFFICIENCY REQUIREMENTS

These regulations identify the types of water efficiency requirements for water service and the procedure for notification to Applicants that water efficiency measures are required. Applicants shall be subject to the most current and most water-efficient requirements in effect on the date the District receives payment for new or upgraded service, whether specified by EBMUD or other local, state, or federal regulations.

A. DETERMINATION OF FEASIBILITY OF WATER EFFICIENCY MEASURES

The District will review applications for new standard services and determine the applicability of, and compliance with, water-efficiency requirements. Applicants for increased or expanded service shall be required to meet the water-efficiency requirements for all new water service facilities and may be required to retrofit existing water service facilities or uses to comply with all requirements. Applicant shall maintain design documents and construction and installation records and furnish a copy of said documents and records to the District upon request. The District may inspect the installation of indoor and outdoor water efficiency measures to verify that the items are installed and performing to the required water efficiency levels. The Applicant or their representative may be present during any District inspection.

B. WATER EFFICIENCY REQUIREMENTS FOR NEW DEVELOPMENT OR EXPANDED SERVICE

Water service shall not be furnished to any Applicant for new or increased or expanded service, or for any change in customer classification (such as a change from industrial to commercial, residential to commercial, or the like) that includes new or retrofitted water using equipment, unless all the applicable water-efficiency measures hereinafter described in this Section 31 and required by applicable local, state and/or federal law have been reviewed and approved by the District. All the applicable and required water-efficiency measures shall be installed at Applicant's expense.

All applicants applying for new water service for multi-family residential structures or mixed-use residential and commercial structures shall comply with all applicable local and/or state submetering regulations. Submeters shall be equipped with registers with an encoded output to allow for electronic reading of submeters and shall be accessible for maintenance and visual needs. Applicants shall submit site and plumbing plans including location, accessibility, and specifications for submeters. See Sections 2 and 3 of EBMUD Regulations for additional requirements.

C. INDOOR WATER USE

- a. All Applicants shall comply with these regulations and those required by applicable local, state and/or federal law including the California Green Building Standards Code (CAL Green).
- b. Toilets shall be high-efficiency or dual flush models rated and third party tested at a maximum average flush volume of 1.28 gallons per flush (gpf), and be certified as passing a 350 gram or higher flush test as established by the U.S. Environmental testing entity. Pressure-assisted type toilets shall be high-efficiency rated at a

maximum 1.0 gpf. No flush or conversion devices of any other kind shall be accepted.

- c. Wall mounted urinals shall have a maximum rated flow of 0.125 gpf or less, or be zero water consumption urinals.
- d. Floor mounted urinals shall have a maximum rated flow of 0.5 gpf or less.
- e. Single showerheads shall have a maximum flow rate of 1.8 gallons per minute (gpm) at 80 pounds of pressure per square inch (psi).
- f. Multiple showerheads serving a single shower enclosure shall have a combined flow rate of not more than 1.8 gpm at 80 psi or shall be designed to allow only a single showerhead to be operated at one time.
- g. Residential lavatory faucets shall have aerators or laminar flow control devices (i.e., orifices) with a maximum rated flow of 1.2 gallons per minute or less.
- h. Public lavatory faucets shall have aerators or laminar flow control devices with a maximum rated flow of 0.5 gallons per minute or less.
- i. Wash fountains shall have a maximum flow rate of not more than 1.8 gpm per wash station.
- j. Metering faucets shall not deliver more than 0.20 gallons per cycle.
- k. Kitchen faucets shall have aerators or laminar flow control devices (i.e., orifices) with a maximum rated flow of 1.8 gallons per minute or less with optional temporary flow of 2.2 gpm.
- l. Clothes washing machines shall be front loading horizontal axis or top loading models with a water factor rating of 4.5 or less. A water factor rating of 4.5 means a maximum average water use of 4.5 gallons per cubic foot of laundry.
- m. Residential dishwashers rated as standard size (i.e. 307 kWh/year) shall use less than or equal to 5.0 gallons/cycle. Dishwashers rated as compact size (i.e., 222 kWh/year) shall use less than or equal to 3.5 gallons/cycle.
- n. Cooling towers not utilizing recycled water shall be equipped with recirculating systems and operate at a minimum of five (5) cycles of concentration. Newly constructed cooling towers shall be operated with conductivity controllers, as well as make up and blowdown meters.
- o. Food steamers in all food service facilities shall be boiler-less or self-contained models using ≤ 3.0 gallons per hour where applicable.

- p. Ice machines shall be air-cooled and use no more than 20 gallons of water per 100 pounds of ice and shall be equipped with a recirculating cooling unit or water-cooled on a closed loop system.
- q. Commercial refrigeration shall be air-cooled or if water-cooled, must have a closed looped system. No once through, single pass systems are permitted.
- r. Pre-Rinse dishwashing spray valves shall have a maximum rated flow of 1.28 gpm or less.
- s. Food disposers shall modulate the use of water to no more than 1 gpm when the disposer is not in use and shall automatically shut off after no more than 10 minutes of inactivity. Disposers shall use no more than 8 gpm of water.
- t. Commercial dishwashers or ware washing equipment shall be currently labeled an EnergyStar rated water efficient model meeting the maximum water consumption limits as specified in the table below:

Machine Type	High Temp Requirements	Low Temp Requirements
Under Counter	≤ 0.86 GPR	≤ 1.19 GPR
Stationary Single Tank Door	≤ 0.89 GPR	≤ 1.18 GPR
Pot, Pan, and Utensil	≤ 0.58 GPSF	≤ 0.58 GPSF
Single Tank Conveyor	≤ 0.70 GPR	≤ 0.79 GPR
Multiple Tank Conveyor	≤ 0.54 GPR	≤ 0.54 GPR
Single Tank Flight Type	$\leq \text{GPH} \leq 2.975x + 55.00$	$\leq \text{GPH} \leq 2.975x + 55.00$
Multiple Tank Flight Type	$\leq \text{GPH} \leq 4.96x + 17.00$	$\leq \text{GPH} \leq 4.96x + 17.00$

*GPR (gallons per rack); GPSF (gallons per square foot); GPH (gallons per hour)

- u. Conveyor and in-bay vehicle wash facilities shall reuse a minimum of 60% of water from previous vehicle rinses in subsequent washes.
- v. Self-service vehicle wash facilities shall use spray nozzles with a flow rate of 3.0 gpm or less.
- w. Swimming pools and spas shall be covered when not in use, unless public health and safety concerns exist.

D. OUTDOOR WATER USE

- a. All Applicants shall comply with all District water service regulations and those required by applicable local, state and/or federal law including the Model Water Efficient Landscape Ordinance (MWELO).

- b. Applicants shall submit, at a minimum, a scaled site plan that identifies the property address, parcel boundaries, building footprints, hardscape, softscape, meter location, and location of each hose bib. If an application for service is submitted without a detailed landscape plan for the entire premises, the District will estimate the new irrigable landscape area to determine the potential irrigation demand (default demand) for inclusion in the total domestic water demand calculation. Projects subject to MWELo shall also provide a compliant landscape documentation package as required by the ordinance.
- c. All premises with 500 square feet or more of new irrigable landscape area shall install a modular weather-based smart controller with rain or soil moisture sensor, an irrigation connection with a manual shutoff valve, a backflow prevention device, a pressure regulator where pressure exceeds the operating range of system components, and sleeves allowing irrigation to extend to all landscape areas.
- d. All non-residential premises with 500 square feet or more of new irrigable landscape shall also install a flow sensor with master shutoff valve.
- e. All residential premises with more than 5,000 square feet of new irrigable landscape area shall also install a flow sensor with master shutoff valve.
- f. As provided in Sections 1 and 3 of the Regulations, unless determined by the District that a District-dedicated irrigation meter is required, a private dedicated irrigation meter shall be required for residential premises with an irrigable landscape area of 5,000 square feet or more.
- g. As provided in Sections 1 and 3 of the Regulations, unless determined by the District that a District-dedicated irrigation meter is required, a private dedicated irrigation meter shall be required for non-residential premises with an irrigable landscape area of more than 1,000 square feet but less than 5,000 square feet.
- h. As provided in Sections 1 and 3 of the Regulations, a District dedicated irrigation meter shall be required for non-residential premises with an irrigable landscape area of 5,000 square feet or more.

E. NONCOMPLIANCE

The District will review applications for new and expanded services for water efficiency features as described in this Section. If an application does not meet the water efficiency requirements, the District may require the Applicant to resubmit a revised water service application and water efficiency plan at the Applicant's expense. The District may withhold water meter(s) and account activation until the District determines the application complies with the requirements of this Section.

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