

Borrego Water District Board of Directors
Special Meeting
August 18, 2026 @ 9:00 A.M.
806 Palm Canyon Drive
Borrego Springs, CA 92004

The Borrego Water District Board of Directors meeting as scheduled will be conducted in person and in an electronic format. Please note BWD is providing remote attendance options solely as a matter of convenience to the public. BWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the GoTo meeting or call-in line listed on the agenda. We encourage members of the public to attend BWD meetings in-person at the address printed above. Anyone who wants to listen to or participate in the meeting remotely is encouraged to observe the GO TO MEETING at: <https://meet.goto.com/777004301>

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson & Moran
 - 1. Director Moran Remote Address: 122 Outer Dr. Florence, Or 97439
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public - None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Consent Calendar
 - 1. Special Board of Directors Meeting Minutes: March 17, 2026
 - 2. Special Board of Directors Meeting Minutes: April 7, 2026
 - 3. Special Board of Directors Meeting Minutes: April 14, 2026
 - 4. Special Board of Directors Meeting Minutes: April 14, 2026 Town Hall
 - 5. Special Board of Directors Meeting Minutes: May 15, 2026 Town Hall
 - 6. Special Board of Directors Meeting Minutes: May 19, 2026 Town Hall
- B. Borrego Springs Subbasin Watermaster
 - 1. Update on Board Activities – G Moran/T Baker
 - 2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker
 - 3. Update on Technical Advisory Committee Activities – T Driscoll
 - 4. Impacts of Climate Change on 2030 Sustainable Yield Calculations – T Driscoll
 - 5. WM Legal Opinion re: Groundwater Dependent Ecosystems – S Anderson
 - 6. BWD/UCI GDE Technical Support Contract – G Poole
- C. Water Supply for Small Development Policy Update – J Clabaugh
 - 1. Wellspring Community Foundation Affordable Housing Project: Estimated Water Demands & Pumping Allocation Costs Update – G Poole

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure - Duncan/Baker
- B. Finance, Audit and Budget - Dice/Moran

AD HOC:

- A. T2 Developers Agreement - Baker/Duncan
 - 1. Potential Changes to Rams Hill Development Plans re: Reduced Golf Course Irrigation Demands
- B. Organizational Assessment – Duncan/Baker
 - 1. Review of Wastewater Operations and Personnel Sections in BWD Proposed New Administrative Code
- C. Proposition 4 Funding – Dice/Johnson
 - 1. Consider expanding the Grant investigation effort – G Poole, VERBAL

IV. STAFF REPORTS

- A. Waste Water: July 2026 Monthly Report – R Martinez
- B. Water: July 2026 Monthly Report – M Marin
- C. Finance: June 2026 Monthly Report – J Clabaugh
- D. Administration – D Del Bono, Verbal
- E. Legal Counsel – S Anderson, Verbal
- F. General Manager – G Poole, Verbal
 - 1. List of Candidates for BWD Board Elections in Nov '26: Dice, Duncan and Moran only
 - 2. Borrego Days Update

V. CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)
- B. CONFERENCE WITH LEGAL COUNSEL - Pursuant to Government Code, section 54957 – Cyber Security

VI. CLOSING PROCEDURE:

- A. The next Board Meeting is scheduled for 9:00 AM on September 15, 2026, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at BorregoWD.org for details, Agenda information available at least 24 hours before the meeting.

AGENDA: August 18, 2026: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
AUGUST 18, 2026
AGENDA ITEM II.A

August 12, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Consent Calendar

1. Special Board of Directors Meeting Minutes: March 17, 2026
2. Special Board of Directors Meeting Minutes: April 7, 2026
3. Special Board of Directors Meeting Minutes: April 14, 2026
4. Special Board of Directors Meeting Minutes: April 14, 2026 Town Hall
5. Special Board of Directors Meeting Minutes: May 15, 2026
6. Special Board of Directors Meeting Minutes: May 19, 2026

RECOMMENDED ACTION:

Review, amend if needed and approve Minutes.

ITEM EXPLANATION:

Esmeralda has completed the minutes using the new format agreed upon by the Board. Links to each of the Meeting videos will also be added to the BWD website.

NEXT STEPS

1. Post the minutes

FISCAL IMPACT

1. TBD

ATTACHMENTS

1. Meeting Minutes

Borrego Water District Board of Directors
Special Meeting
March 17, 2026 @ 9:00 A.M.
806 Palm Canyon Drive
Borrego Springs, CA 92004

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

The following individuals were present at the meeting:

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Manuel Marin
	Diana DelBono
	Esmeralda Lopez-Garcia
Others Present	Steve Adnderson
	Trey Driscoll

I. OPENING PROCEDURES

- A. President Dice called meeting to order at 9:00 am at which time recording began (0:00:00)
- B. President Dice led the participants in the pledge of allegiance (0:00:05)
- C. Directors' Roll Call: General Manager (GM) Geoff Poole called roll and confirmed that a quorum of all member were present (0:00:32)
- D. Approval of Agenda – Board reviewd and approved agenda as presented. (0:01:00)
Motion by Director Duncan with a second by Director Moran
(*motion carried 5-0 unimously by voice vote*)
- E. Comments from the Public & Requests for Future Agenda Items: None presented (0:01:34)
- F. Comments from Directors – None (0:01:42)
- G. Correspondence Received from the Public – None (0:02:14)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION (0:02:18)

- A. Consent Calendar, February 17, 2026, Special Meeting Minutes were presented by GM Poole, Motion by Director Diane Johnson, second by Director Moran, (*motion carried 5-0 unimously by voice vote*) (0:02:24)

B. A Schwab/M Brain: BBK DC & S Deevers: SDA Sacramento presented a Legislative Update. (0:03:54)

- No public comment was received
- Board discussion ensued with no action taken.

D. AB #1572: Non-Functional Turf Update (00:30:46)

- No Public Comment was received
- Board discussion ensued with no action taken

E. GM Geoff Poole Presented the BWD Town Hall 2026 Agenda. (00:45:00)

- No Public comment was received
- Board Discussion ensued with no action taken

III. BOARD COMMITTEE REPORTS (00:57:58)

STANDING:

A. Operations and Infrastructure Director Baker advised of a possible meeting coming up.

B. Finance, Audit and Budget Had a meeting to do a overview of the budget.

AD HOC:

A. T2 Developers Agreement – Nothing to report

B. Organizational Assessment GM Geoff Poole presented a verbal update of a new administrative code that would be sent to Board for review.

C. Proposition 4 Funding – Nothing to report

D. AB #1572 Compliance committee has been dissolved.

C. Borrego Springs Subbasin Watermaster

- Director Moran advised that the Watermaster annual report was due to be reviewed, presented verbal timeline for release.(01:07:24)
- T. Driscoll updated on Technical Advisory Committee Activities Watermaster Staff minimum thresholds for some of the agricultural wells in the north management area and how that may impact sustainability in the future. (01:10:45)
- T. Driscoll presented the meeting summary for Groundwater Dependent Ecosystems (GDE) (01:31:03)
- 5 Yr Assessment including Sustainable Management Criteria: Groundwater Elevations (01:33:55)
- No Public comment was received
- Board Discussion ensued with no action taken

IV. STAFF REPORTS (staff presented monthly reports as listed in agenda) (01:43:43)

A. Waste Water: February 2026 Monthly Report – R Martinez (01:43:43)

B. Water production:February 2026 Monthly Report – M Marin (01:55:17)

C. Finance: January 2026 Monthly Report – J Clabaugh (02:03:38)

D. Administration – D Del Bono, Verbal (02:10:00)

E. Legal Counsel – S Anderson, Verbal (02:17:38)

F. General Manager – G Poole, Verbal (02:17:50)

- Evaluation of existing D Bauer Warehouse for future BWD use.
- Watermaster Meetings in Borrego Springs @ BWD: 3-17 PM & 3-18 All Day (lunch at BWD)

V. CLOSED SESSION: (02:21:34)

A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-20200000577)

VI. With nothing to report from closed session meeting was adjourned at 12:26pm

A. The next Board Meeting was scheduled for 9:00 AM on April 14, 2026.

Borrego Water District, Board of Directors

Special Meeting Minutes: April 7, 2026

Approved: August 18, 2026

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran (remote)
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Manuel Marin
	Esmeralda Lopez-Garcia
Others Present	Steve Adnderson
	Trey Driscoll
	Yara Pasner
	Rebecca Faulk
	David Garmon

I. OPENING PROCEDURES

- A. President Dice called the meeting to order at 2:05 PM at which time the meeting recording was started. (00:00:00)
- B. President Dice led the meeting participants in the Pledge of Allegiance. (00:05:00)
- C. Geoff Poole, General Manager (GM) introduced Legal Counsel Anderson who provided confirmation that the participation of Director Moran from a remote location meets the legal requirements GM Poole performed a roll call and confirmed all Directors were present. (00:07:00)
- D. Approval of Agenda. **Motion:** Motioned by Director Duncan, seconded by Director Moran to approve the Agenda. Motion carried unanimously by roll call vote (5-0-0). (00:09:00)
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min): None (00:09:00)
- F. Board of Director Comments. None (00:09:00)
- G. Comments Received from the Public: None. (00:09:00)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION –

A. Borrego Springs Subbasin Watermaster (00:09:00)

- 1. Update on Board Activities – G Moran/T Baker, VERBAL
- 2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker, VERBAL
 - BWDs Watermaster (WM) Representatives, Directors Moran and Baker and GMPoole presented this item
 - No public comments was received
 - Board discussion ensued with no action taken or direction given
- 3. Update on Technical Advisory Committee Activities – T Driscoll, VERBAL (00:11:00)

- President Dice then introduced Trey Driscoll, Intera, who presented this item
- No public comment was received
- Board discussion ensued and no action taken or direction given

4. 5 Year Assessment Comments – T Driscoll, VERBAL (00:14:00)

- Trey Driscoll, Intera introduced Yara Posner, Intera presented on item
- No public comment was received
- Board discussion ensued and no action taken or direction given

5. Groundwater Dependent Ecosystems Overview and Next Steps – T Driscoll (00:34:00)

- Trey Driscoll, Intera presented this item
- Rebecca Falk made a public comment (00:57:00)
- David Garnon made a public comment (00:58:00)
- Board discussion ensued and no action taken or direction given

B. BWD Draft Administrative Code Review (01:00:00)

- GM Poole presented this item
- No public comments were received
- Board discussion ensued with no action taken or direction given

III. CLOSED SESSION:

A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)

- President Dice closed the Open Session and called for a Closed Session to begin at 10:52 pm (1:41:00).
- President Dice convened in Open Session at 1:18 pm, declared no reportable actions were taken and adjourned the meeting at 4:26 pm

Borrego Water District, Board of Directors

Special Meeting Minutes: April 14, 2026

Approved: August 18, 2026

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran (remote)
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Manuel Marin
	Esmeralda Lopez-Garcia
Others Present	Steve Adnderson
	Trey Driscoll
	Travis Huxman
	Laurel Bringham
	Nikki Fiori

I. OPENING PROCEDURES

- A. President Dice called the meeting to order at 2:05 am at which time the meeting recording was started. (00:00:00)
- B. President Dice led the meeting participants in the Pledge of Allegiance. (00:01:00)
- C. GM Poole performed a roll call and confirmed all Directors were present. (00:01:00)
- D. Approval of Agenda. **Motion:** Motioned by Director Moran, seconded by Director Moran to approve the Agenda. Motion carried unanimously by voice vote (5-0-0). (00:01:00)
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min): None (00:01:00)
- F. Board of Director Comments. None (00:02:00)
- G. Comments Received from the Public: None. (00:02:00)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION –

A. Borrego Springs Subbasin Watermaster (00:02:00)

1. Update on Board Activities – G Moran/T Baker, VERBAL

2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker, VERBAL

- BWDs Watermaster (WM) Representatives, Directors Moran and Baker and GM Poole presented this item
- No public comment was received
- Board discussion ensued with no action taken or direction given

4. BWD Review of UCI GDE Study and WM Process – G Moran/T Baker (00:19:00)

- Director Moran presented this item
- Dr Travis Huxman, Laurel Brigam and Nikki Fiore, UCI made public comment

- Board discussion ensued and no action taken or direction given

5. Impact of Climate Change on Sustainable Yield – D Johnson (01:08:00)

- Director Johnson presented this item
- Dr Travis Huxman, UCI made public comment
- Board discussion ensued and no action taken or direction given

3. Update on Technical Advisory Committee Activities – T Driscoll, VERBAL (00:19:00)

- Director Moran presented this item.
- Board discussion ensued and no action taken or direction given

4. – T Driscoll (00:34:00)

- Trey Driscoll, Intera presented this item
- Rebecca Falk made a public comment (00:57:00)
- David Garnon made a public comment (00:58:00)
- Board discussion ensued and no action taken or direction given

B. Town Hall 2026 Preparations – G Poole (01:36:00)

- GM Poole presented this item
- No public comments were received
- Board discussion ensued with no action taken or direction given

IV. STAFF REPORTS

- A. Waste Water: March 2026 Monthly Report – R Martinez
- B. Water: March 2026 Monthly Report – M Marin (02:55:00)
- C. Finance: February 2026 Monthly Report – J Clabaugh (03:00:00)
 - 1. 2026-27 Budget Update including Cash Flow/Reserves (03:13:00)
- D. Administration – D Del Bono, Verbal (03:21:00)
- E. Legal Counsel – S Anderson, Verbal (03:26:00)
- F. General Manager – G Poole, Verbal (03:26:00)

V. CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)
 - President Dice closed the Open Session and called for a Closed Session to begin at 12:30 pm (3:27:00).
 - President Dice convened in Open Session at 1:18 pm, declared no reportable actions were taken and adjourned the meeting at 1:32 pm

Borrego Water District, Board of Directors
Special Meeting Minutes: April 14, 2026 Town Hall

Approved: August 18, 2026

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran (remote)
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Esmeralda Lopez-Garcia
	Diana Del Bono

I. OPENING PROCEDURES

- A. President Dice called the meeting to order at 5:30 pm at which time the meeting recording was started. (00:00:00)
- B. President Dice led the meeting participants in the Pledge of Allegiance. (00:01:00)
- C. GM Poole performed a roll call and confirmed all Directors were present. (00:01:00)
- D. Approval of Agenda. **Motion:** Motioned by Director Moran, seconded by Director Johnson to approve the Agenda. Motion carried unanimously by voice vote (5-0-0). (00:02:00)
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min): None (00:02:00)
- F. Board of Director Comments. None (00:02:00)
- G. Comments Received from the Public: None. (00:02:00)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION –

A. Welcome/Introductions/BWD History – K Dice (00:03:00)

- President Dice presented this item
- Public comment/questions were received

B. Basin Hydrology – D Duncan (00:09:00)

- Director Duncan presented this item
- Public comment/questions were received

C. SGMA History & Watermaster 2025 Year in Review and Plans for 2026 – G Moran (00:24:00)

- Director Moran presented this item
- Public comment/questions were received

D. BWD 2025 Year in Review and Plans for 2026 – T Baker (01:08:00)

- Director Moran presented this item
- Public comment/questions were received

E. BWD Finances – D Johnson (01:25:00)

- Director Johnson presented this item
- Public comment/questions were received

F. Questions and Answers –Poole/All (01:39:00)

- All speakers participated in this item
- Public comment/questions were received

G. Town Hall Closing Comments – K Dice (01:49:00)

- President Dice adjourned the meeting at 7:19 pm

Borrego Water District, Board of Directors

Special Meeting Minutes: May 15, 2026

Approved August 18, 2026

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran (remote)
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Manuel Marin
	Esmeralda Lopez-Garcia
Others Present	Steve Adnderson
	Trey Driscoll
	Yara Pasner
	Travis Huxman

I. Opening Procedures

- A. President Dice called the meeting to order at 9:03 AM at which time the meeting recording was started. (00:00:00)
- B. President Dice led the meeting participants in the Pledge of Allegiance. (00:00:20)
- C. Geoff Poole, General Manager (GM) conducted the roll call and confirmed that all Directors were in attendance with Director Johnson participating remotely. (00:01:00)
- D. Approval of Agenda. **Motion:** Motioned by Director Duncan, seconded by Director Moran to approve the Agenda. Motion carried unanimously by roll call vote (5-0-0). (00:05:30)
- E. Board of Director Comments. Director Duncan informed the Board that SDGE has been invited to attend a future meeting to update the Board on the Powerlink Project. (00:06:00)
- F. Comments Received from the Public: GM Poole informed the Board there is no public correspondence (00:07:00)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Borrego Springs Subbasin Watermaster
 - 1. Update on Board Activities – G Moran/T Baker
 - 2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker
 - 3. Update on Technical Advisory Committee Activities – T Driscoll
 - i. Borrego Valley Hydrologic Model Budget
 - ii. County of SD Comments on Transfer Policy – T Driscoll

- President Dice introduced Trey Driscoll, who introduced Yara Posner from Intera to present this item. (00:07:30)
- Public comments were made by Travis Huxman, UCI. (01:42:00)
- Board discussion ensued to determine action: **Motion:** Motioned by Director Duncan, seconded by Director Moran, the Intera Comment Letter and Presentation was approved to be forwarded to the Technical Advisory Committee (TAC) and Watermaster Board (WMB). Motion carried unanimously by roll call vote (5-0-0). (01:45:00)

4. Groundwater Dependent Ecosystems Update– G Moran/T Baker

- GM Poole updated the Board on WM GDE status and schedule (1:46:00)
- No public comments were received on this item.
- No Board action or direction was given.

B. Intera Professional Services Agreement – T Driscoll/G Poole (1:47:00)

- GM Poole introduced T Driscoll, Intera who presented this item to the Board
- No public comments were received on this item.
- Board discussion ensued to determine action: **Motion:** Motioned by Director Duncan, seconded by Director Moran, approve the Intera Proposal/Budget and authorize BWD Staff/Legal Counsel to develop the necessary Agreement. Motion carried unanimously by roll call vote (5-0-0). (02:04:00)

C. List of Items for Disposal – E Garcia (2:05:00)

- GM Poole introduced Administrative Assistant Esmeralda Garcia and Operations Manager Manny Marin to present this item to the Board.
- No public comments were received on this item.
- Board discussion ensued to determine action: **Motion:** Motioned by Director Moran, seconded by Director Duncan, to declare items surplus and the method of disposal and pricing. Motion carried unanimously by roll call vote (5-0-0). (02:32:00)

D. Chlorine Monitoring System at BWD Tanks – G Poole (02:34:00)

- GM Poole and Ops Manager Marin presented this item to the Board.
- No public comments were received on this item.
- Board discussion ensued to determine action: **Motion:** Motioned by Director Duncan, seconded by Director Johnson, to purchase and install chlorine analyzers at all BWD tanks. Motion carried unanimously by roll call vote (5-0-0). (02:46:00)

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

A. Operations and Infrastructure - Duncan/Baker

1. Draft Operations To Do List for 2026-27

- GM Poole presented this informational item to the BWD Board (02:48:00)

B. Finance, Audit and Budget - Dice/Moran

AD HOC:

A. T2 Developers Agreement - Baker/Duncan

B. Organizational Assessment – Duncan/Baker

1. Review of Administrative Section of Proposed New BWD Admin Code

- GM Poole presented this informational item to the BWD Board (02:53:00)

C. Proposition 4 Funding – Dice/Johnson

1. Consideration of Expanding Area of Involvement to other Specific Grant Opportunities

- GM Poole presented this informational item to the BWD Board (02:54:00)

IV. STAFF REPORTS

A. General Manager – G Poole, Verbal

1. Town Hall 2026 De Brief

2. SDGE Powerline Project

3. ACWA Spring Conference 2026

- GM Poole presented this informational item to the BWD Board (02:57:00)

V. CLOSED SESSION:

A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)

B. Performance Evaluation of General Manager: GM Performance Review – Conference for Public Employee Performance Evaluation - Title: General Manager Employee Performance Review- pursuant to subdivision (d) (4) of Government Code Section (Government Code §54957)

- President Dice closed the Open Session and called for a Closed Session to begin at 12:20 pm (3:06:00). President Dice convened in Open Session at 1:18 pm, declared no reportable actions were taken and adjourned the meeting at 1:19 pm.

Borrego Water District, Board of Directors

Special Meeting Minutes: May 19, 2026

Approved: August 18, 2026

In the creation of the following minutes, best attempts are made to accurately identify the speaker (when available) and the time of the comment(s) during the meeting. This information cannot be completely relied upon and BWD encourages listening to the complete recording to ensure all comments are heard.

Directors	Kathy Dice – President
	Tammy Baker – Vice President
	Diane Johnson - Secretary/Treasurer
	Dave Duncan
	Gina Moran
Borrego Water District Staff Present	Geoff Poole – General Manager
	Jessica Clabaugh
	Manuel Marin
	Diana DelBono
	Esmeralda Lopez-Garcia
Others Present	Steve Adnderson
	Laurel Bringham

I. OPENING PROCEDURES

- A. President Dice called the meeting to order at 9:04 AM at which time the meeting recording was started. (00:00:00)
- B. President Dice led the meeting participants in the Pledge of Allegiance. (00:00:20)
- C. Geoff Poole, General Manager (GM) conducted the roll call and confirmed that all Directors were in attendance with Director Johnson participating remotely, as correctly noticed in the Meeting Agenda. (00:01:00)
- D. Approval of Agenda. President Dice suggested moving around a few items on the Agenda to allow for Intera staff to join the meeting around 10 AM, so other items will be heard until Intera is available. **Motion:** Motioned by Director Duncan, seconded by Director Moran to approve the Agenda with a change in the order of individual items. Motion carried unanimously by roll call vote (5-0-0). (00:02:00)
- E. Board of Director Comments. None
- F. Comments Received from the Public: GM Poole informed the Board that Dan Wright has contacted BWD about the availability of potable water supply for his proposed affordable housing project in downtown Borrego Springs. Prior to considering Dans request, he will be invited to a future meeting and provide the Board with an overview of his project. (00:04:00)

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

A. Consent Calendar

- 1. Minutes for Special Board Meeting – March 17, 2026
- 2. Minutes for Special Board Meeting – April 7, 2026
- 3. Minutes for Special Board Meeting – April 14, 2026
- 4. Name Transfer on Town Center Sewer Holder EDUs – D Del Bono
 - President Dice announced that the March and April minutes will be deferred to a subsequent meeting. Administrative Manager Del Bono presented the Name Transfer item.
 - No public comments were received

- Board discussion ensued to determine action: **Motion:** Motioned by Director Duncan, seconded by Director Moran, the Name Transfer was approved. Motion carried unanimously by roll call vote (5-0-0). (00:06:00)

C. UCI Field Investigations: Following Experiments – L Brigham, UCI (00:07:00)

- GM Poole provided an overview and introduced Laurel Brigham from UCI who presented this item to the Board.
- No public comment was received
- Board discussion ensued with no action taken or direction given (00:48:00)

D. Following Options Update – G Poole/D Bauer (00:48:00)

- GM Poole presented this item to the Board.
- No public comment was received
- Board discussion ensued with no action taken or direction given (01:10:00)

B. Borrego Springs Subbasin Watermaster (01:10:00)

1. Update on Board Activities – G Moran/T Baker, VERBAL

2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker, VERBAL

- BWDs Watermaster (WM) Representatives, Directors Moran and Baker presented this item to the Board
- No public comments was received
- Board discussion ensued with no action taken or direction given (01:17:00)

3. Update on Technical Advisory Committee Activities – T Driscoll, VERBAL

- President Dice then introduced Trey Driscoll/Yara Posner, Intera who presented on this item (01:19:00)
- No public comment was received
- Board discussion ensued and no action taken or direction given (01:29:00)

4. Groundwater Dependent Ecosystems - G Moran/T Baker,

i. Best Available Science Determination and BWDs Next Steps

- GM Poole presented the UCI Study as Best Available Science Agenda Item (01:29:00)
- No public comment was received
- Board discussion ensued to determine action (01:49:00) **Motion:** Motioned by Director Duncan, seconded by Director Moran, declare the UCI GDE Study as Best Available Science. Motion carried unanimously by roll call vote (5-0-0). (01:49:00)
- GM Poole updated the Board on GDE Next Steps (01:51:00)
- Dr Travis Huxman, UCI made public comment (02:00:00)
- Board discussion ensued with no action taken or direction given (02:07:00)

C. Draft FY 2026-27 BWD Budget – J Clabaugh (02:07:00)

- Finance Officer Clabaugh presented this item to the Board
- No public comment was received
- Board discussion ensued with no action taken or direction given (02:41:00)

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure - Duncan/Baker
- B. Finance, Audit and Budget - Dice/Moran

AD HOC:

- A. T2 Developers Agreement - Baker/Duncan
- B. Organizational Assessment – Duncan/Baker
- C. Proposition 4 Funding – Dice/Johnson

IV. STAFF REPORTS

- A. Waste Water: April 2026 Monthly Report – R Martinez (02:43:00)

- B. Water: April 2026 Monthly Report – M Marin (02:44:00)
- C. Finance: March 2026 Monthly Report – J Clabaugh (02:46:00)
- D. Administration – D Del Bono, Verbal (02:56:00)
- E. Legal Counsel – S Anderson, Verbal (03:00:00)
- F. General Manager – G Poole, Verbal (03:00:01)

V. CLOSED SESSION: NONE

A. CONFERENCE WITH LEGAL COUNSEL - Paragraph (1) of Government Code, section 54956.9 – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-0000577)

- President Dice adjourned the Meeting at 12:05 PM

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
AUGUST 18, 2026
AGENDA ITEM II.B

August 12, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster

1. Update on Board Activities – G Moran/T Baker
2. Discuss Agenda Items from Upcoming Meeting – G Moran/T Baker
3. Update on Technical Advisory Committee Activities – T Driscoll
4. Impacts of Climate Change on 2030 Sustainable Yield Calculations – T Driscoll
5. WM Legal Opinion re: Groundwater Dependent Ecosystems – S Anderson
6. BWD/UCI GDE Technical Support Contract – G Poole

RECOMMENDED ACTION:

BWD WM Representatives and Consultants will provide the BWD Board with an update and request input on key issues, as needed.

ITEM EXPLANATION:

4. Director Johnson has requested a discussion on how best to include climate change in future Basin planning, including the 2030 GMP update. Intera will be available to comment on this topic at the meeting.
5. WM Legal Counsel has issued its Opinion re: GDE and the Board can hear from BWD Counsel on this topic.
6. BWD/UCI Technical Support Contract. The “umbrella agreement” to cover the overall commitments of the parties is attached. As specific tasks become necessary in the future, a Scope of Work and Cost Estimate will be created and submitted to the BWD Board for discussion/approval.

NEXT STEPS

1. TBD

FISCAL IMPACT

1. TBD

ATTACHMENT

1. BWD/UCI Agreement

MASTER RESEARCH AGREEMENT

THIS MASTER RESEARCH AGREEMENT (hereinafter "Agreement") is made and entered into as of the date last signed below, by and between The Regents of the University of California, a California corporation, on behalf of its Irvine campus, located at 141 Innovation Drive, Suite 250, Irvine, CA 92697-7600 (hereinafter "University"), and the Borrego Water District, a California municipal water district, with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 (hereinafter "Sponsor"). Throughout this Agreement, University and Sponsor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS University is a public, non-profit institution of higher education incorporated under the constitution of the State of California, and University enters into agreements with sponsors to provide University's faculty the opportunity to gain experience and knowledge of value to their teaching and research, and to make noteworthy contributions to knowledge and public service; and

WHEREAS University has faculty and research expertise in areas relevant to Sponsor's interests; and

WHEREAS Sponsor has an interest in supporting University research in such areas; and

WHEREAS Sponsor desires to financially support such research; and

WHEREAS University desires to conduct such research on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions set forth below, the Parties agree as follows:

SECTION 1 – RESEARCH

1.1 Scope of Research. Subject to the terms and conditions of this Agreement, University will use all reasonable efforts to perform research as further described in each Task Order executed by the Parties pursuant to this Agreement (hereinafter collectively referred to as "Research"). Each Task Order shall be attached hereto and incorporated herein by reference upon execution. In the event of any conflict between this Agreement and a Task Order, the terms of this Agreement shall control unless the Task Order expressly states otherwise and is signed by duly authorized representatives of both Parties.

1.2 Implementation of Research. With concurrence from Sponsor, University shall have the right to identify and implement the method, details, and means of performing the Research as well as activities for disseminating information to and seeking input from the Public/Stakeholders for Sponsor. For the purposes of clarity and in accordance with Section 4, University shall have the unrestricted right to copyright, publish, disclose, disseminate, and use, in whole or in part, all Data (as defined below).

1.3 Principal Investigator. University's performance of the Research under each Task Order shall be under the direction of the Principal Investigator identified in the applicable Task Order, who shall be responsible for the administration, direction, and content of the Research. In the event that the Principal Investigator becomes unable or unwilling to continue work under the Research, University shall name an alternate Principal Investigator to perform the Research, subject to Sponsor's consent. If Sponsor does not provide such consent, Sponsor may terminate the applicable Task Order or this Agreement in accordance with Section 7 below.

1.4 Technical Contact of Sponsor. The Sponsor shall designate an individual who shall coordinate with the University's Principal Investigator. Each designated contact shall have the responsibility in respect to the Research to: (i) serve as the scientific interface between the Parties regarding the conduct of the Research; (ii) obtain and provide technical information, data, decisions, or approvals concerning technical and scientific aspects of the Research; and (iii) resolve scientific deviations and technical conflicts within each Party as appropriate and in accordance with this Agreement.

SECTION 2 – RESEARCH FUNDS

2.1 Research Funds. University shall receive compensation, including authorized reimbursements, for all services rendered under each Task Order at the rates and amounts set forth in the applicable Task Order. The total compensation for each Task Order shall not exceed the amount shown therein without prior written approval by Sponsor.

2.2 Payment. For services satisfactorily rendered in accordance with the applicable Task Order, and upon receipt and approval of invoices, Sponsor agrees to reimburse the University for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between University and Sponsor in the interpretation of research data or final conclusions.

Payment must be made payable to "The Regents of the University of California," referencing the name of the applicable Principal Investigator and the applicable Task Order or Agreement number, and shall be forwarded to:

University Financial Officer:

Alice Han
Director of Extramural Funds Accounting
228 Aldrich Hall
University of California, Irvine
Irvine, CA 92697-1050
(949) 824-1701

If any payments are delayed beyond forty-five (45) days of the applicable due date, University may cease performance of the Research or terminate the applicable Task Order pursuant to Section 7 of this Agreement.

2.3 Supplies and Equipment. In the event that University purchases supplies and equipment under any Task Order, title to such supplies and equipment shall vest in University, unless the Parties agree otherwise and specify in applicable Task Order.

SECTION 3 – RIGHTS IN DATA AND REPORTING

3.1 Data. University shall, in accordance with established University policies and practice, maintain data and information generated in the direct performance of the Research under this Agreement and any Task Order (hereinafter "Data").

3.2 University Rights to Data. University shall own all right, title, and interest in and to any and all Data made in the direct performance of the Research. Subject to Sections 4 and 5 below, University shall have the unrestricted right to copyright, publish, disclose, disseminate, and use, in whole or in part, all such Data. In accordance with academic standards, University agrees to publish contemporaneously all Data made in the direct performance of the Research on a publicly accessible website that is acceptable to both Parties.

3.3 Sponsor Rights to Data. University agrees to make available to Sponsor copies of Data generated in the direct performance of the Research in a prompt manner upon receipt of a reasonable written request for Data. Subject to the provisions of Sections 4 and 6 below, University grants to Sponsor an non-commercial, royalty-free, nontransferable, non-exclusive right to use, reproduce, make derivative works, display, and perform publicly such Data for research, adaptive management, reporting, and evaluation purposes. Sponsor shall have the right to use all written annual reports provided to Sponsor for its internal research purposes.

SECTION 4 – PUBLICATION

4.1 University Rights to Publish. Sponsor acknowledges and agrees that University's fundamental consideration in performing the Research under this Agreement shall be University's right to **first** publish the results of such Research for academic and scientific purposes. University shall submit any proposed manuscript for publication or abstract to Sponsor thirty (30) days prior to submission for publication. In the event Sponsor identifies any of its Confidential Information (as defined in Section 5 below) contained in such proposed publication or abstract, Sponsor shall notify University and specifically identify its Confidential Information. University shall delete the Sponsor's Confidential Information from the proposed publication or abstract. In the event Sponsor identifies any patentable subject matter contained in the proposed publication, Sponsor shall notify University of such matter, and University shall either: (i) delay the proposed publication for a period of up to sixty (60) days from the date of receipt of Sponsor's notification in order to obtain appropriate patent protection thereon; or (ii) delete the enabling portion from the proposed publication and proceed with publication. University shall acknowledge Sponsor's support of the Research performed under this Agreement in scientific publications and other scientific communications. Notwithstanding the foregoing, Sponsor may use the results of the Research for its internal governmental purposes, including submission of such results to regulatory agencies in connection with Sponsor's official functions, prior to University's publication.

4.2 Sponsor Obligations. Should University delay any proposed publication at the request of Sponsor for obtaining appropriate patent protection on the subject matter disclosed in such proposed publication, Sponsor shall reimburse University for all expenses incurred by University in seeking such patent protection pursuant to the provisions of Section 6 below.

4.3 Publication Rights Preserved. Notwithstanding any other provision of this Agreement, the right of publication on the part of University personnel shall not be affected by any license to any patentable or non-patentable inventions or discoveries, except as provided in Section 6.

SECTION 5 – CONFIDENTIAL INFORMATION

5.1 Confidentiality. Sponsor acknowledges that University, as a public, non-profit educational institution, would prefer not to accept any confidential information of Sponsor. However, should Sponsor find it necessary to disclose to University any proprietary or

confidential information of Sponsor to accomplish the objectives of the Research, Sponsor shall do so in accordance with the requirements of this Section 5.

5.2 Definition of Confidential Information. Any information considered proprietary or confidential by a Party shall be provided to the receiving Party: (i) in writing and clearly identified as such, or if orally disclosed, identified as proprietary or confidential at the time of disclosure and reduced to writing within thirty (30) days of disclosure by the disclosing Party; and (ii) solely on a "need to know" basis (hereinafter "Confidential Information").

5.3 Exclusions. Notwithstanding the foregoing, Confidential Information shall not include any information which is: (a) published or otherwise available to the public other than by breach of this Agreement by receiving Party; (b) rightfully received by receiving Party from a third party without confidential limitations; (c) independently developed by receiving Party; (d) known to receiving Party prior to its first receipt from disclosing Party; (e) hereinafter disclosed by disclosing Party to a third party without restriction on disclosure; (f) approved for release by written authorization of disclosing Party; or (g) required to be disclosed to the extent mandated by legal, accounting, or regulatory requirements.

5.4 Standard of Care. Receiving Party shall use reasonable efforts, in accordance with how it maintains its own confidential information, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information.

SECTION 6 – INTELLECTUAL PROPERTY RIGHTS

6.1 Patentable Inventions. Inventorship and ownership of patentable developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement ("Subject Inventions") will be determined in accordance with applicable U.S. Patent Law. ~~To the extent University has the legal right to do so, University shall offer to Sponsor a time-limited first right to negotiate a license to University's interest in any Subject Inventions.~~

~~6.2 License to Patentable Inventions. University shall promptly disclose to Sponsor any Subject Inventions. Sponsor shall hold this disclosure on a confidential basis and will not disclose the information to any third party without the prior written consent of University. Sponsor will notify University in writing within thirty (30) days of notice of such disclosure whether or not it wishes to secure an option or license to University's interest in the disclosed Subject Invention ("Election Period"). Sponsor will have ninety (90) days from the date of election to conclude such option or license agreement with University ("Negotiation Period"). Said option or license will contain reasonable terms, will require diligent~~

performance by Sponsor for the timely commercial development and early marketing of all Subject Inventions subject to the license, and will include Sponsor's obligation to reimburse University's patent costs for all Subject Inventions subject to the option or license. In the event it is necessary in the opinion of University to file any patent applications to protect a Subject Invention during the Election or Negotiation Periods, Sponsor will reimburse patent costs incurred by University during such period(s). If such option or license negotiation is not concluded within the Negotiation Period, or if Sponsor does not notify University of its wish to secure an option or license within the Election Period, neither Party will have any further obligation to the other with respect to University's interest in the Subject Invention, and the rights to such Subject Invention will be disposed of in accordance with University's policies.

6.23 Copyrights. All rights to copyrightable works created in the performance of Research by University, including without limitation original works of authorship and any software, shall belong to University and shall be disposed of in accordance with University policies. To the extent that University has legal right to do so, University shall, if requested by Sponsor, negotiate in good faith an appropriate license on reasonable terms and conditions to allow Sponsor to use such copyrightable works within its organization and/or for noncommercial purposes.

6.4 Inventions Covered by Both Patents and Copyrights. For any inventions, discoveries, or other works created by University under the Research that are both patentable and copyrightable, the terms of Sections 6.1 and 6.2 regarding patentable inventions shall take precedence.

SECTION 7 – TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the date of the last signature below ("Effective Date") and shall continue for [___] years, unless earlier terminated in accordance with this Section. This Agreement may be renewed or extended upon mutual written agreement of the Parties.

7.2 Termination. This Agreement, or any individual Task Order, may be terminated for any reason by either Party with sixty (60) days prior written notice to the other Party. Reconciliation of expenditures and Sponsor's payments shall be conducted in accordance with Section 2 of this Agreement.

7.3 Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 3, 4, 5, 6, 8, 9, 10, 11, and 12.

Commented [1]: Are there any occasions where the BWD would want a commercial license to University IP? If not, I propose we remove this language.

Commented [2R1]: AGREE TO REMOVE

Commented [3]: Would BWD ever need a commercial license?

Commented [4R3]: CANT THINK OF ANY

SECTION 8 – CONTACTS

8.1 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, email, or by certified or registered mail, return receipt requested, and shall be deemed given upon actual receipt. Notices shall be sent to the Parties at the addresses described below or such other address as either Party may designate for itself in writing.

For Scientific/Technical Matters:

University:

Sponsor: [Geoff Poole: Geoff@BorregoWD.org](mailto:Geoff@BorregoWD.org)

For Agreement/Administrative Matters:

University:

Sponsor: [Jessica Clabaugh: Jessica@BorregoWD.org](mailto:Jessica@BorregoWD.org)

SECTION 9 – NO WARRANTIES

9. No Warranties. ANY AND ALL DATA, MATERIALS, TECHNOLOGY, INVENTIONS, DISCOVERIES, AND TANGIBLE RESEARCH PRODUCTS DEVELOPED BY UNIVERSITY UNDER THE RESEARCH ARE PROVIDED "AS IS" AND UNIVERSITY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

SECTION 10 – INDEMNIFICATION

10. Indemnification. Sponsor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

This Section shall survive the termination or expiration of this Agreement.

SECTION 11 – EXPORT CONTROL

11. Export Controls. The Parties expressly acknowledge their respective obligations to comply with U.S. export law and hereby agree to comply in the performance of the Research. Sponsor acknowledges and agrees that it will not provide export-controlled information or technology to University under this Agreement.

SECTION 12 – MISCELLANEOUS

12.1 Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles.

12.2 Resolution of Disputes. If any claim or controversy between the Parties arises out of this Agreement ("Dispute"), the Parties shall first make a good faith effort to resolve the Dispute through their management. In the event such good faith negotiation fails to settle any Dispute within sixty (60) days from the notice of Dispute, the Parties shall try in good faith to settle the dispute by mediation before resorting to arbitration.

12.3 Force Majeure. University shall be excused from performance required under this Agreement if such performance is rendered impossible or unfeasible due to any events beyond its reasonable control, including without limitation, war, riot, natural disasters, weather, student protests, labor disputes or strike, acts of governmental officials or agencies, or any other cause beyond the reasonable control of University. The excusable delay is allowed for the period of time affected by the delay, and the Parties will revise Research performance or other provisions hereunder as appropriate.

12.4 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, such

unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

12.5 Use of Name. Neither Party will use the name of the other Party or its employees in any advertisement or press release without the prior written consent of the other Party. Sponsor acknowledges that California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that Sponsor's use of the name "University of California" must also comply with such section. Sponsor acknowledges that University maintains a list of all research projects, which list shall contain the name of Sponsor and the title of the Research, and that University may make use of such list consistent with its obligations as an academic institution.

12.6 Independent Contractor. University's relationship to Sponsor in the performance of Research is that of an independent contractor. The Parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating such a relationship between the Parties.

12.7 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

12.8 Assignment. University must be notified of any assignment of ownership. Sponsor may not delegate, assign, or transfer this Agreement, or the rights or duties hereunder, without University's express prior written consent. Notwithstanding the foregoing, Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates, if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

12.9 Entire Agreement and Modification. This Agreement, together with all executed Task Orders and exhibits, constitutes the entire agreement between Sponsor and University and supersedes in its entirety any and all oral or written agreements previously existing between Sponsor and University with respect to the subject matter hereof. The terms and conditions of any purchase order or other instrument issued by Sponsor in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may only be amended or supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of both Sponsor and University. In the event of any conflict between the terms and conditions set forth in this Agreement and any Task Order or exhibit, the Parties

agree that the terms and conditions of this Agreement shall take precedence, unless the Task Order expressly states otherwise and is executed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

UNIVERSITY: The Regents of the University of California, on behalf of its Irvine campus

By: _____ Name: _____ Title: _____
Date: _____

SPONSOR: Borrego Water District

By: _____ Name: _____ Title: _____
Date: _____

EXHIBIT A – TASK ORDER TEMPLATE

TASK ORDER NO. [] TO MASTER RESEARCH AGREEMENT

This Task Order No. [] ("Task Order") is entered into as of [Date], pursuant to and incorporating by reference the Master Research Agreement dated [Master Agreement Effective Date] (the "Agreement"), by and between The Regents of the University of California, on behalf of its Irvine campus ("University"), and the Borrego Water District ("Sponsor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

PART 1 – SCOPE OF WORK

1.1 Project Title. [Insert Project Title]

1.2 Principal Investigator. The Research under this Task Order shall be conducted under the direction of [Principal Investigator Name], [Title], [Department], University of California, Irvine.

1.3 Sponsor Technical Contact. The Sponsor designates [Name], [Title], as the technical contact for this Task Order.

1.4 Description of Research / Scope of Work. [Provide a detailed description of the research to be performed, including objectives, methodology, deliverables, process including and any milestones and schedule. Attach any proposal or statement of work as a sub-exhibit if applicable.]

1.5 Deliverables and Milestones.

Deliverable / Milestone | Due Date

[Deliverable 1] | [Date]

[Deliverable 2] | [Date]

[Deliverable 3] | [Date]

[Final Report] | [Date]

1.6 Performance Period. The work under this Task Order shall commence on [Start Date] and shall be completed no later than [End Date], unless extended by mutual written agreement of the Parties.

PART 2 – BUDGET

2.1 Total Budget. The total compensation under this Task Order shall not exceed \$[___], as detailed in the budget table below.

Budget Category | Amount

2.2 Payment Schedule. Payments shall be made according to the following schedule:

Payment | Amount | Due Date

2.3 Invoicing. University shall submit invoices to Sponsor at the following address:

[Sponsor Invoice Contact Name]

[Title]

[Address]

[City, State, Zip]

[Email]

2.4 Budget Modifications. Any modification to the budget that exceeds []% of any individual budget category or the total budget shall require the prior written approval of Sponsor. Reallocation of funds among existing budget categories within the approved threshold may be made by University without prior written approval.

PART 3 – ADDITIONAL TERMS AND CONDITIONS

3.1 Incorporation of Master Agreement. This Task Order is subject to all terms and conditions of the Agreement, which are incorporated herein by reference. In the event of any conflict between the terms of this Task Order and the Agreement, the terms of the

Agreement shall control unless this Task Order expressly provides otherwise and is duly executed by authorized representatives of both Parties.

3.2 Additional Sponsor Requirements. [Insert any additional requirements specific to this Task Order, such as regulatory compliance, site access protocols, reporting formats, data sharing requirements, or other Sponsor-specific conditions.]

3.3 Compliance. Both Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the Research under this Task Order, including but not limited to those related to environmental protection, health and safety, and data privacy.

3.4 Amendments. This Task Order may only be amended by a written instrument signed by duly authorized representatives of both Parties that expressly references this Task Order.

3.5 Reporting. University shall provide Sponsor with a written, technical report within sixty (60) days of the end of the Performance Period setting forth a summary and analysis of Data developed hereunder. Additionally, Sponsor may at its discretion request oral presentations in Borrego Springs by the Principal Investigator, or a designee acceptable to Sponsor, of Research progress to date at a frequency of not more than bi-annually during the term of this Agreement. The Principal Investigator will make themselves available for interview, either in person or by phone, by the local Borrego Springs newspaper on no less than an annual basis.

3.6 Task Order Termination. Either Party may terminate this Task Order for any reason with sixty (60) days prior written notice to the other Party. In the event of termination, University shall be compensated for all allowable costs incurred up to the effective date of termination, and shall deliver all work product and data generated through such date.

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

UNIVERSITY: The Regents of the University of California, on behalf of its Irvine campus

By: _____ Name: _____ Title: _____
Date: _____

SPONSOR: Borrego Water District

By: _____ Name: _____ Title: _____
Date: _____

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
AUGUST 18, 2026
AGENDA ITEM II.C

August 12, 2026

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Water Supply for Small Development Policy Update – J Clabaugh

1. Wellspring Community Foundation Affordable Housing Project: Estimated Water Demands & Pumping Allocation Costs Update – G Poole

RECOMMENDED ACTION:

Extend the Program while staff re evaluates certain components for future consideration, as specified below

ITEM EXPLANATION:

BWDs Water Supply for Small Development Program expired at the end of June. The BWD Board created this vital Program 3 years ago to provide water supply for developments due to the complexity/difficulty of obtaining relatively small amounts of water on the open transfer market. If there is not an effective way to obtain water supply, the net result would be a de facto moratorium on new development. The existing BWD Program has been successful and XX.XX acre feet of BWD pumping allocation has been sold since the Programs inception.

Important components of the current Program that Staff would like to discuss and consider changing include:

WHO: Any Residential or Commercial Development using less than 2 afy. The quantity limit has significance in SGMA but not directly with development in Borrego Springs. Most development in Borrego Springs is residential and the typical house uses approximately .55 afy, so the 2 afy limit is typically not a problem. However, the recent request by Dan Wright for the proposed 60 unit affordable residential village downtown and inquiries from local property owners who are considering commercial development (2 separate RV parks) indicate a need exists to look at projects larger than 2 afy. Realistically, the complexities of completing a transaction for BPA or water supply on projects of this size are likely just as complex as for the typical house in Borrego, and maybe even more “difficult” due to the cost. Staff is requesting a discussion with the Board on their opinion regarding increasing the amount of water for qualifying projects beyond the current 2 afy limit.

WHERE: The current Program has no restrictions on location. However, potential actions from the WM regarding future Transfer Policy requirements may impose restrictions on transferee and transferor locations. As long as the Basins Sustainable Yield does not change, BWD should have adequate pumping rights in the Central Management Area to handle up to 250 afy of new demand in the CMA, which is very likely the location of new most new development. However, a decrease in the SY of the Basin would have an adverse impact on water availability in the CMA and reduce/eliminate any unpumped BWD allocation that exists today. Another important component of the WM Transfer policy language would be protecting BWD rights to pump water from its wells in the NMA, which, if approved would decrease the impact of a new SY in 2030 or beyond. Staff would recommend holding off on any Board action on the updated Program until the Transfer Policy requirements have been set by the WM.

HOW MUCH: The current price in the existing Program is around \$9,500 per acre foot and based on the actual and indirect cost of the property purchase (\$5,000,000) plus an estimate of over \$1 M for following on the 640 acre feet of 2040 water produced. With the change in SY, the amount of water produced by the Bauer transaction went up by approximately 28%, so the extra 180 acre feet of water produced with the increased Sustainable Yield would decrease the direct cost component and the new total would be \$6,750 per af. Legal Counsel has informed Staff that the Board

can set the price at any level it desires on this Program, so a Board discussion on the merits of changing the cost, or not, based on the new SY is being requested.

1. Wellsprings: Staff is continuing its work to estimate the annual demands for the proposed Wellsprings development and needs more time to complete its analysis.

NEXT STEPS

1. Analyze each issue the Board desires to re evaluate from the existing Policy as described above. In addition, complete the Wellsprings Demand Estimates Analysis and return at a future meeting/Sept.

FISCAL IMPACT

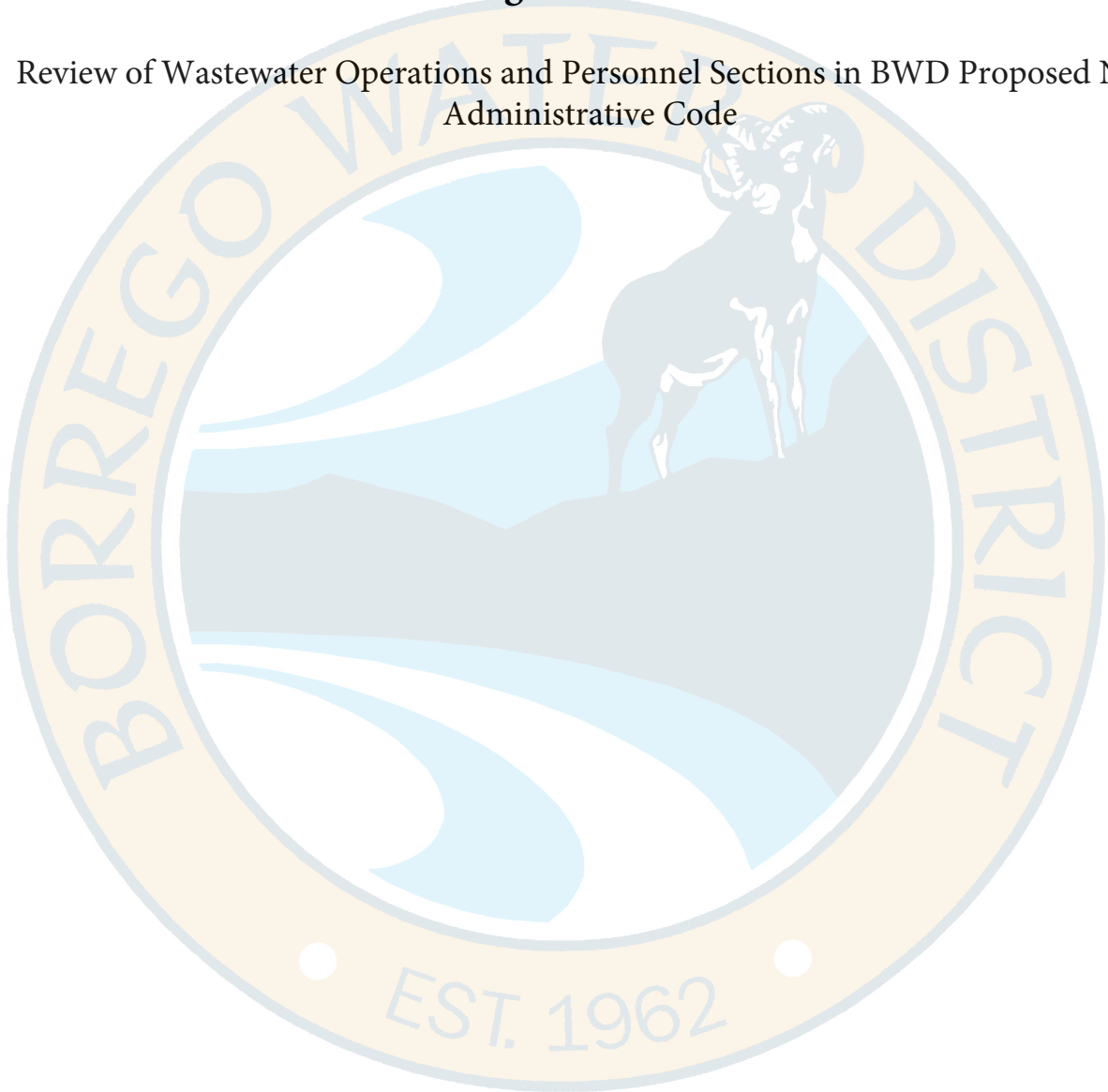
1. TBD

ATTACHMENTS

1. None

AD-HOC - Organizational Assessment

Review of Wastewater Operations and Personnel Sections in BWD Proposed New
Administrative Code



**SECTION 3400. PUBLIC SEWER USE AND REGULATIONS FOR
WASTE DISCHARGE**

§ 3401. Use of Public Sewers.

A. Sewer Hookup Required.

1. When required by the Local Building Authority to connect to the public sewer main, the discharger shall make application to the District for sewer service.
2. No person shall make any connection to a public sewer main or appurtenance thereof without first obtaining a District sewer connection permit. Such sewer connection permit shall be in addition to any and all permits required by the local Building Authority or wastewater collection Agency.

B. District Connection Permit. To provide the maximum public benefit from the use of District facilities, written authorization to use said facilities is required. This written authorization shall be in the form of a connection permit. Connection permits shall be issued subject to the following conditions.

1. The District Sewer System and Disposal Facilities Charge shall have been paid;
2. The District Sewer Treatment Plant Capacity Charge shall have been paid;
3. A Waste Discharge Permit Application shall have been submitted where required;
4. The proposed discharge shall consist of only compatible pollutants;
5. Arrangements shall have been made to pay any collection agency fees or charges.

C. Costs.

1. All costs and expense incidental to all connections to a District public sewer main shall be borne by the discharger. The involved discharger shall indemnify the District from all losses or damages, which may result from the actions of such discharger, his contractor or agent, associated with the

installation or maintenance of such a connection to a District public sewer main.

2. All construction, reconstruction, or maintenance of a building sewer shall be accomplished by the discharger at his sole expense.

D. Connection Rules.

1. The connection of a building sewer to a District public sewer main shall conform to the requirements of applicable building and plumbing codes, and current District rules, regulations and standards. All such connections shall be gas and watertight as verified by proper testing. Any deviation from such codes and/or District rules, regulations and standards must be approved, in writing, by the District prior to the installation of the connection.
2. Following issuance of a sewer connection permit for connection to a District public sewer main, the discharger shall notify the District two working days in advance of the time when the building sewer is ready for inspection of connection to the District's public sewer main. The physical connection of the building sewer to the District's public sewer main and the testing thereof shall be accomplished under District supervision and inspection with the costs associated therewith being included as a part of the inspection fee provided for in Administrative Code Section 2601 B (1-6).
- ~~3. Whenever, in the opinion of the District there exists the possibility of sewage from a District public sewer main flooding private property as a result of a stoppage in a District public sewer main an anti flooding device, approved by the District, shall be incorporated in the building sewer. This device shall be installed at the discharger's expense.~~
- ~~4.3.~~ All excavations for a building sewer installation and connection thereof to a District public sewer main shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a satisfactory manner by the discharger as determined by the District.

§ 3402. Regulations For Waste Discharge And Sewer Use (Ordinance No.279)

ORDINANCE NO. 279 Regulations for Waste Discharge and Sewer Use (December 14, 2023) Articles 1 thru 8, and Tables A and B of the Ordinance are included in Sections 3403 through 3499 of this Administrative Code.

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§ 3403. GENERAL PROVISIONS

It is the intent of the Ordinance to protect public health, ~~Elsinore Valley~~ Municipal Borrego Water District (District) personnel, the District's wastewater collection, treatment systems and the environment from waste discharges by users with the potential to detrimentally impact the beneficial use of reclaimed (recycled) water and municipal sludge (biosolids).

§ 3404. Purpose.

- A. The purpose of the Ordinance is to set forth:
1. Conditions and limitations on the use of the District's sewer system;
 2. Specific enforcement provisions to resolve dischargers' noncompliance with the District's Ordinance, thereby allowing the District to:
 - a. Comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies;
 - b. Ensure that the District's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency;
 - c. Protect the beneficial use of reclaimed (recycled) water and municipal sludge (bio-solids); and
 - d. Protect the public health and environment.

§ 3405. Policy.

- A. The ordinance shall be interpreted in accordance with the definitions set forth in Section 3412. The provisions of the ordinance shall apply to the direct and indirect discharge of

all wastes to facilities of the District.

- B. The District shall seek the cooperation of the users of the sewer system to ensure compliance with the ordinance. Reasonable approaches shall be utilized when applying applicable regulations without compromising the intent, purpose and policies of the ordinance.
- C. The District shall adopt more stringent quality requirements on wastewater discharges regulated by 40 CFR, Chapter I, Subchapter N, Parts 405-471, in the event that more stringent quality requirements are necessary to protect beneficial use of reclaimed (recycled) water and municipal sludge (biosolids) or meet additional requirements set in permits issued to the District.
- D. The District shall encourage conservation and pollution prevention through source control strategies, which reduce the amount of pollutants entering the environment, prior to recycling, pretreatment, or disposal.
- E. The District shall use the revenues derived from the application of the ordinance to defray the cost of regulating sewer usage to include, but not be limited to, administration, monitoring, inspecting, permitting, reporting, and enforcement.
- F. All costs and expenses incurred by the administration, monitoring, inspecting, permitting, reporting, and enforcement procedures of the District's Pretreatment Program Section shall be paid by the applicant/discharger. All applicable fees shall be pursuant to the most current editions of the *Districts Pretreatment Program Fee Schedule and Enforcement Response Plan* (ERP) and as amended thereto.
- G. The District shall ensure that all parties are afforded due process of law. An applicant or user shall be given written notice of rejection of an application, or violation of a control mechanism, or of any enforcement action. Such notice shall include a statement of reasons in support thereof and proposed actions to be taken, if any. Affected applicants or users shall have the right to a hearing. Decisions/determinations may be appealed as set forth in Sections 3461 through 3485 and/or the District's ERP.
- H. The District, in its sole and reasonable discretion, may utilize

any-one, combination, or all enforcement remedies provided in Section 3408 (10) in response to any violation.

§3406. Scope.

The provisions of these Regulations shall apply, but not limited to sewer construction, use, maintenance, discharge, deposit, or disposal of wastewater, both directly and indirectly, into and through all District collection and treatment systems and to the issuance of control mechanisms and assessment/imposition of fees, fines and penalties thereof.

§3407. Applicability.

This "Regulations for Waste Discharge and Sewer Use" Ordinance applies to all users who discharge or have the potential to discharge wastewater to the District's POTW and specifies herein that all users are subject to regulation and enforcement.

§3408 Powers.

A. ~~EVMWD General Manager~~EWD GM and his designated personnel are authorized to:

- Authorizations;
1. Issue, modify, and reissue Waste Discharge
 2. Issue, modify, and reissue Waste Discharge Permits;
 3. Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment;
 4. Conduct inspections of facilities, including, but not limited to, inspecting and copying records;
 5. Require monitoring and reporting of discharges to the sewer system;
 6. Monitor the quality of wastewater entering the sewer system;
 7. Require the development of Spill Containment Plans and reporting of accidental discharges;
 8. When applicable require the development of a Slug Control Plan (per Title 40 of the Code of Federal

Regulations (40 CFR) 403.8.

9. Deny, approve or approve with conditions, new or increased discharges or change in the quantity or characteristics of discharges, when such discharges do not meet applicable pretreatment requirements as specified in 40 CFR 403.8.
10. Take enforcement actions against those who violate or cause violation of the ordinance or Waste Discharge Permit conditions. These actions may include, but are not limited to the following:
 - a. Issuing letters;
 - b. Issuing Notices of Violation;
 - c. Issuing Administrative Orders;
 - d. Issuing Cease and Desist Orders;
 - e. Initiating and conducting non-compliance meetings;
 - f. Initiating and conducting non-compliance inspections;
 - g. Initiating and conducting administrative hearings;
 - h. Petitioning the courts for injunctions or civil penalties;
 - i. Signing criminal complaints;
 - j. Terminating water and or wastewater services;
 - k. Requiring payment of violation charges;
 - l. Revoking and/or suspending the Waste Discharge Permit or Authorization.
 - m. Issuing Emergency Water and/or Wastewater Suspensions.
11. Delegate authority to the ~~Division Head, Department Head, Pretreatment Program Coordinator, or Environmental Compliance Inspector~~ Wastewater Department Head of any power granted to or the carrying out of any duty imposed upon the District pursuant to the ordinance.
12. Establish Best Management Practices applicable as Local Limits.
13. Establish policies and standards applicable for dischargers or potential discharges of non-domestic wastewater.

§3409. Access.

The District (and regulatory agencies, when accompanied by District personnel) shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of the ordinance and any individual wastewater discharge permit. Users shall allow the District ready access to all parts of the premises for the purposes of inspection, sampling, measuring, testing, records examination and copying, taking photographs and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements so that, upon presentation of suitable identification, the District shall be permitted to enter without delay for the purposes of performing specific responsibilities.
2. The District shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
3. The District may require the user to install and maintain monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at a frequency to be determined by the District to ensure their accuracy.
4. The location of the monitoring facility shall provide ample room in or near the monitoring facility to allow accurate sampling and preparation of samples and analysis. Whether constructed on public or private property, the monitoring facilities should be provided in accordance with the General Manager's requirements and all applicable local construction standards and specifications. Such facilities shall be constructed and maintained in such manner so as to enable the District to perform independent monitoring activities.
5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the

written or verbal request of the General Manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

6. Unreasonable delays in allowing the District access to the user's premises shall be a violation of the ordinance.

§3410. Information Required.

- A. To provide for fair and equitable use of sewerage facilities, the District shall have the unqualified right to require a discharger to provide information necessary to insure compliance with all rules, regulations and provisions of the ordinance.
- B. All information and data on a user shall be available to the public and governmental agencies in accordance with Public Records unless the user specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. The demonstration of the need for confidentiality made by the permittee must meet the burden necessary for holding such information from the general public under applicable State and Federal law.

In any event, the District shall not limit RWQCB and EPA's access to any information provided by the discharger.

In any event, information concerning wastewater quality and quantity will not be deemed confidential. Such information may include, but is not limited to:

1. Wastewater discharge peak flow rates and volume over a specified time period;
2. Physical, chemical, bacteriological, or radiological analysis of wastewaters;
3. Information on raw materials, processes, and products;
4. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials as required;
5. Details of wastewater pretreatment facilities, their

operation and maintenance;

6. Details of systems to prevent and control the losses of materials through spills to the POTW;
7. Detailed plumbing plans indicating all sources discharging to the on or off-site pretreatment or sewerage facilities;
8. Information on slug discharges or a slug control program, per 40 CFR 403.8;
9. Notification of discharges of a listed hazardous waste [Section 3001 of the Resource Conservation and Recovery Act (RCRA)] to the sewer system per 40 CFR 403.12.
10. Baseline monitoring reports per 40 CFR 403.12.
11. Compliance progress reports in accordance with all provisions listed in 40 CFR 403.12.
12. Notification of potential problems, including slug loading in accordance with all provisions listed in 40 CFR 403.12.
13. Prompt notification of substantial changes in volume or character of pollutants discharged in accordance with all provisions listed in 40 CFR 403.12.
14. Monitoring and analysis reports demonstrating continued compliance in accordance with all provisions listed in 40 CFR 403.12.
15. Site and process flow diagrams.

§3411. Authority.

The District is regulated by several agencies of the United States Government and the State of California, pursuant to the provisions of Federal and State Laws including, but not limited to:

1. Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C. Section 1251 et seq);

2. California Porter Cologne Water Quality Act (California Water Code Section 13000 et seq.);
3. California Health & Safety Code Sections 25100 to 25250;
4. Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.);
5. California Government Code (Sections 54739-54740)

These agencies grant the District the authority to regulate and/or prohibit, by the adoption of an ordinance, and by issuance of control mechanisms, the discharge of any waste, directly or indirectly, to the District's wastewater systems. Said authority includes the right to establish limits, conditions, and prohibitions; to establish flow rates or prohibit flows discharged to the District's wastewater systems; to require the development of compliance schedules for the installation of equipment, systems, and materials by all users; and to take all actions necessary to enforce its authority, whether within or outside the District boundaries, including those users that are tributary to the District or within areas for which the District has contracted to provide wastewater services.

§3412. DEFINITIONS.

A. Where definitions contained within this document, conflict with definitions found in other documents or regulations, the definitions found herein shall take precedence and apply to discharges to ~~BEV~~WD POTWs.

B. The following abbreviations, when used in the ordinance, shall have the designated meanings:

1. BMP – Best Management Practices
2. BMR – Baseline Monitoring Report
3. BOD – Biochemical Oxygen Demand
4. ~~BWD – BorregoWater District (District)~~
- ~~4.5.~~ CFR – Code of Federal Regulations
- ~~5.6.~~ COD – Chemical Oxygen Demand
- ~~6.7.~~ EPA – Environmental Protection Agency
- ~~7.8.~~ ERP – Enforcement Response Plan
- ~~8.9.~~ ~~EVMWD – Elsinore Valley Municipal Water District (District)~~
- ~~9.10.~~ FSF – Food Service Facility
- ~~10.11.~~ gpd – Gallons Per Day
- ~~11.12.~~ LWH - Liquid Waste Hauler
- ~~12.13.~~ mg/L – Milligrams Per Liter
- ~~13.14.~~ NAICS – North American Industry Classification System
- ~~14.15.~~ NPDES – National Pollution Discharge Elimination System
- ~~15.16.~~ NSIU – Non-Significant Industrial User

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- ~~16-17.~~ POTW – Publicly Owned Treatment Works
- ~~17-18.~~ RCRA – Resource Conservation and Recovery Act
- ~~18-19.~~ RWQCB – Regional Water Quality Control Board
- ~~19-20.~~ RWRF – Regional Water Reclamation Facility
- ~~20-21.~~ SIC – Standard Industrial Classification
- ~~21-22.~~ SIU – Significant Industrial User
- ~~22-23.~~ SNC – Significant Non-Compliance
- ~~23-24.~~ TDS – Total Dissolved Solids
- ~~24-25.~~ TRC – Technical Review Criteria
- ~~25-26.~~ TSS – Total Suspended Solids
- ~~26-27.~~ WDP – Waste Discharge Permit
- ~~27-28.~~ WRF – Water Reclamation Facility

C. Unless a provision explicitly states otherwise, the following terms and phrases, as used in the ordinance, shall have the meanings designated hereinafter.

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1. Amalgam Process Wastewater shall mean any wastewater generated and discharged by a Dental Discharger through the practice of dentistry that may contain amalgam.
2. Amalgam Separator shall mean a collection device designed to capture and remove dental amalgam from the amalgam process wastewater of a Dental Discharger.
3. Amalgam Waste shall mean any waste containing mercury or residuals from the preparation, use or removal of amalgam.
4. Applicant shall mean any person(s) who have applied for permission to discharge to the POTW.
5. Best Management Practices shall include schedule of activities, prohibitions of practices, maintenance procedures, and other management practices. BMPs include treatment requirements, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal,
6. Board shall mean the Board of Directors of the Elsinore Valley Municipal Water District.
7. Building Sewer shall mean the entire length of a private sewage service lateral extending from the facility or

structure to be served to the point of connection with the public sewer main.

~~8. Categorical Pretreatment Standards shall mean those final regulations promulgated and adopted by EPA (as outlined in 40 CFR 403, and 40 CFR, Chapter I, Subchapter N, 405-471) for each Standard Industrial Classification (SIC) or subcategory containing pollutant discharge limits.~~

~~9. Categorical User shall mean any industrial user whose process(es) are subject to Categorical Pretreatment Standards.~~

~~10.8. Cesspool~~ shall mean a lined excavation in the ground which receives the discharge of a sewage drainage system, or part thereof, so designed as to retain the solids and organic matter but permitting liquids to seep out. This shall also mean Seepage Pit.

~~11.9. Class I User~~ shall mean a discharger that is a Categorical or Significant Industrial User (SIU).

~~12.10. Class II User~~ shall mean a discharger that discharges non-domestic wastewater and has the potential to discharge incompatible pollutants and/or pollutants that are limited by the adoption of local limits established by the District or a Categorical Discharger that discharges less than one hundred (100) gallons a day of process wastewater.

~~13.11. Class III User~~ shall mean Food Service Facilities (FSF's)

~~14.12. Class IV User~~ shall mean a discharger that is required to install and maintain or has an existing oil/sand gravity separation interceptor or clarifier system.

~~15.13. Class V User~~ shall mean Waste Haulers.

~~16.14. Class VI User~~ shall mean any discharger that discharges only domestic wastewater but has the potential to discharge hazardous materials and/or incompatible pollutants and/or pollutants that are limited by the adoption of local limits established by the District.

- ~~17-15.~~ Code of Federal Regulations (CFR) shall mean the codification of the general and permanent rules published in the United States Federal Register by the Executive departments and agencies of the Federal Government to include but not be limited to the Environmental Protection Agency.
- ~~18-16.~~ Collection System shall mean the publicly owned combined pipes, conduits, manholes, lift stations and other structures, above and below ground, whose purpose is to convey wastewater to one of the Districts Water Reclamation Facilities (WRF).
- ~~19-17.~~ Compatible or Conventional Pollutant shall mean a combination of BOD, TSS, pH, fecal coliform bacteria, nutrients, plus other pollutants that the District's treatment facilities are designed to accept, treat and/or remove. Some compatible pollutants may be considered incompatible when discharged in quantities that have an adverse effect on the District's collection, treatment, disposal systems and/or discharge permit regulating the treatment facilities, and cause process interference or pass through the treatment facilities.
- ~~20-18.~~ Contact Amalgam is amalgam that has been in contact with the patient. Examples are extracted teeth with amalgam restorations, carving scrap collected at chair side, and amalgam captured by chair side traps, filters, or screens.
- ~~21-19.~~ Control Mechanism shall mean Waste Discharge Permit, Waste Discharge Authorization, Zero Discharge Permit, or Special Discharge Agreement.
- ~~22-20.~~ Dental Amalgam shall mean an alloy of elemental mercury and other metal(s) that is used in the practice of dentistry.
- ~~23-21.~~ Dental Dischargers shall mean a facility where the practice of dentistry is performed, including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned by Federal, State or local governments, that discharges wastewater to a POTW.

~~24-22.~~ Dental New Sources shall mean a dental discharger whose first discharge to a POTW occurred on or before July 15, 2017.

~~25-23.~~ Department Head or Division Manager shall mean that person duly designated by EVMWD to direct the District's Pretreatment-Wastewater Program and perform the duties as specified in the ordinance.

~~26-24.~~ Dilution shall mean increase in use of process water, potable water or any other means to dilute a discharge as a partial or complete substitute for adequate treatment to achieve discharge requirements.

~~27-25.~~ Discharger shall mean any person, entity or collection agency that discharges or causes a discharge of domestic or non-domestic wastewater directly or indirectly to a District WRF. Discharger shall mean the same as User.

~~28-26.~~ Discharge Requirements shall mean the requirements of Federal (as listed in 40 CFR 403), state or local public agencies having jurisdiction over the effluent discharges from a District WRF.

~~29-27.~~ District shall mean the Elsinore Valley Municipal Water District and where it refers to an action or decision of an individual, shall mean the General Manager of the District or the General Manager's designee.

~~30-28.~~ Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to allow satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.

~~31-29.~~ Duly Authorized Representative shall mean the same as Responsible Party.

~~32-30.~~ Effluent shall mean wastewater flowing from a POTW or a User's facility.

- ~~33-31.~~ Exempt Dental Practice shall mean any dental facility in which no amalgam is placed or removed nor is dental amalgam used at any time in the dental practice.
- ~~34-32.~~ Existing Dental Sources shall mean a dental discharger that is not a Dental New Source.
- ~~35-33.~~ Food Service Facilities shall include, but are not limited to, retail establishments selling prepackaged foods, prepared foods and or drinks for consumption either on or off the premises. Institutional kitchens are included, but not limited to, schools, hospitals, convalescent/health care homes, community centers, fire stations etc., also, lunch counters and refreshment stands selling prepackaged and prepared foods/drinks for immediate consumption. Restaurants, lunch counters, and drinking places operating as a subordinate service facility by other establishments are also included.
- ~~36-34.~~ Grab Sample shall mean a sample taken from a waste stream without regard to the flow of the waste stream and over a period of time not to exceed fifteen (15) minutes.
- ~~37-35.~~ General Manager shall mean the General Manager of the Elsinore Valley Municipal Water District or his designee, agent, representative, coordinator or inspector.
- ~~38-36.~~ Incompatible or Non-Conventional Pollutant shall mean any pollutant which is not a compatible pollutant as defined herein.
- ~~39-37.~~ Indirect Discharger shall mean any User which discharges or has a potential to discharge wastewater to a septic tank, cesspool, chemical toilet, or private sewer system which, from time to time, is serviced by a Liquid Waste Hauler permitted by the District to discharge to POTW.
- ~~40-38.~~ Industrial User shall mean any discharger of non-domestic wastewater to a collection agency's sewer main either directly or indirectly; also, any discharger who has the potential to discharge non-domestic wastewater.

- ~~41-39.~~ Industrial Wastewater shall mean, unless otherwise exempted, all liquid carried wastes including, but not limited to, all wastewater from any producing, manufacturing, processing, institutional, commercial, restaurant, agriculture, or other operation where the wastewater discharged contains quantities of wastes of non-human origin and excluding domestic wastewater, rainwater, uncontaminated groundwater, storm water, and drainage of uncontaminated water.
- ~~42-40.~~ Inspector shall mean a person authorized by EVMWD to inspect any establishment directly or indirectly discharging or anticipating discharge to a public sewer main or a WRF.
- ~~43-41.~~ Interference shall mean a discharge by a User which, alone or in conjunction with discharges by other sources, inhibits or disrupts the District's WRF, its treatment processes or operations, or its sludge processes (biosolids) use or disposal; and which is a cause of a violation of any requirement of the WRF's discharge order (including an increase in the magnitude or duration of a violation), or of the prevention of sewage sludge (biosolids) use or disposal in compliance with applicable Federal, State, and local regulations (per 40 CFR 403.3).
- ~~44-42.~~ Liquid Waste Hauler shall mean the same as Waste Hauler.
- ~~45-43.~~ Local Limits shall mean a set of technically based discharge limits that are developed by the District to protect the public sewer system and to prevent sludge (biosolids) contamination or violation of effluent or biosolids discharge requirements. Local Limits established by the District may include numeric effluent standards or BMPs. Refer to Table A (Section 3498).
- ~~46-44.~~ Mass Emission Rate shall mean the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

~~47-45.~~ New Source shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307c of the Act. (See also 40 CFR 403.3)

~~48-46.~~ Non-contact Amalgam (scrap) is excess mix leftover at the end of a dental procedure.

~~49-47.~~ Oil and Grease shall mean any petroleum derived products (e.g. oils, fuels, lubricants, solvents, cutting oils, mineral oils), any vegetable, plant, and/or nut derived products (e.g. oils, shortenings, water soluble cutting oils, etc.) or any animal derived products (e.g. fats, oils, greases, etc.) in part or in combination.

~~50-48.~~ Non-domestic Wastewater shall mean all wastewater except domestic wastewater and pollutant-free wastewater. This shall also mean Industrial Wastewater.

~~51-49.~~ Non-Significant Industrial User (NSIU) shall mean any industrial user that is not classified as a Categorical or Significant Industrial User.

~~52-50.~~ Normal Working Day shall mean the period of time during which production and/or operation is taking place.

~~53-51.~~ Pass Through shall mean the discharge of pollutants through the WRF effluent into water of the United States in quantities or concentrations, which cause the discharge to be in whole or in part of a violation of any requirement of the WRF's discharge order (per 40 CFR 403.3).

~~54-52.~~ Permittee shall mean a person who has applied for and received permission to discharge into the District's sewer system subject to the requirements and conditions established by the District.

~~55-53.~~ Person shall mean any individual, partnership, company, firm, association, corporation or public agency, including the State of California and the United States of America.

~~56-54.~~ Pollutant shall mean any constituent or characteristic of wastewater on which a discharge limitation or prohibition may be imposed either by the District or the regulatory agencies empowered to regulate the District.

~~57-55.~~ Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharge of the wastewater into an agency's sewer system. The reduction or alteration may be accomplished by physical, chemical or biological process or process changes, or by other means.

~~58-56.~~ Pretreatment Facility shall mean any works or devices for the treatment or flow control of wastewater prior to discharge.

~~59-57.~~ Pretreatment Requirements shall mean any substantive or procedural requirements related to pretreatment imposed on a user, other than a pretreatment standard.

~~60-58.~~ Pretreatment Standard(s) shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to Section 403.5, or BMPs established as part of categorical pretreatment standards or local limits.

~~61-59.~~ Priority Pollutants shall refer to a list of 126 specific pollutants that includes heavy metals and specific organic chemicals. The Priority Pollutants are a subset of "toxic pollutants" as defined in the Act.

~~62-60.~~ Public Agency shall mean the State of California or any city, county, special district, other local authority or public body within this state.

~~63-61.~~ Publicly Owned Treatment Works (POTW) or Water Reclamation Facility (WRF) shall mean treatment works as defined by Section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act. This definition includes any devices

and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and lift stations and other conveyance systems that convey wastewater to a POTW.

~~64-62.~~ Public Nuisance shall mean anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during or as a result of the treatment or disposal of wastes.

~~65-63.~~ Qualified Professional shall mean any person who by virtue of education, training, or experience is qualified to evaluate and assess wastewater discharges and violations of the ordinance.

~~66-64.~~ RCRA shall mean Resource Conservation and Recovery Act of 1976, Public Law 94-580 and amendments thereto, and its regulations as found in 40 CFR Parts 260-266 and Part 270 as amended.

~~67-65.~~ Recreational Vehicle (RV) as defined in CA Health and Safety Code Section 18010.

~~68-66.~~ Regulatory Agencies shall mean those agencies having oversight of the operation of the District, including but not limited to the following:

- a. United States Environmental Protection Agency (EPA);
- b. California Environmental Protection Agency (Cal-EPA);
- c. California State Water Resources Control Board (SWRCB);
- d. California Regional Water Quality Control Board, Santa Ana Region (RWQCB, SAR);
- e. California Regional Water Quality Control Board, San Diego Region (RWQCB, SDR)

~~69-67.~~ Residential User shall mean a household which discharges only domestic wastewater from a dwelling unit.

~~70-68.~~ Responsible Party shall mean:

- a. if the User is a corporation, a responsible corporate officer, that is:
 1. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
 2. the manager of one or more manufacturing, production, or operation facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. if the User is a partnership or sole proprietorship a general partner or proprietor, respectively.
- c. if the User is a Federal, State, or local governmental entity, or their agents, the principal executive officer or director having responsibility for the overall operation of the discharging facility.
- d. a duly authorized representative of the individual designated in paragraph A, B or C of this definition if:
 1. The authorization is made in writing by the individual described in paragraph (A), (B) or (C);
 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or well field

superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

3. The written authorization is submitted to the District.
- e. If an authorization under paragraph D of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph D of this section must be submitted to the District.

~~71-69.~~ Sanitary Wastewater shall mean domestic quality wastewater from other than a dwelling unit.

~~72-70.~~ Septic Tank shall mean a watertight receptacle, which receives the discharge from a sewer system and is designed and constructed to retain solids, digest organic matter through a period of detention, and allow the liquids to discharge for disposal.

~~73-71.~~ Sewer system means the publicly owned wastewater collection and treatment system.

~~74-72.~~ Significant Industrial User (SIU) shall mean:

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- A. A user subject to categorical pretreatment standards as determined on a case by case basis by the GM; or
- B. A user that:
 1. Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 2. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the WRF; or

3. Is designated as such by the District on the basis that it has a potential for adversely affecting the WRF's operation or for violating any pretreatment standard or requirement.
- C. Upon a finding that a user meeting the criteria in Subsection (B) has no reasonable potential for adversely affecting the WRF's operation or for violating any pretreatment standard or requirement, the District may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8 determine that such user should not be considered a significant industrial user.

~~75.73.~~ Significant Non-Compliance (SNC) shall mean any user with compliance violations, which meet one or more of the following criteria:

- A. Chronic violations of wastewater discharge limits, defined as those in which sixty-six (66%) percent or more of all of the measurements taken during a six-month (6) period exceed (by any magnitude) the instantaneous limit, daily maximum limit or the average limit for the same pollutant parameter;
- B. Technical review criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all of the measurements taken during a six-month (6) period equal or exceed the product of the instantaneous limit, daily maximum limit or the average limit times the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
- C. Any other violation of a pretreatment effluent limit (instantaneous, limit, daily maximum or longer-term average) that the District determines has caused, alone or in combination with other discharges, interference or pass

through (including endangering the health of District personnel or the general public);

- D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;
- E. Failure to meet, by ninety-days (90) or more after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide required reports such as baseline monitoring reports, ninety-day (90) compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules within thirty days of the due date;
- G. Failure to accurately report non-compliance;
- H. Any other violation or group of violations, which the District considers to be significant

~~76-74.~~ Single Pass Cooling shall mean unpolluted water used for the absorption and immediate discharge of excess thermal energy to the environs prior to heat exchange and reuse.

~~77-75.~~ Sludge Discharge shall mean any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge. Also included are such discharges that have a reasonable potential to cause interference or pass-through, or in any other way violate District regulations. Additionally, SIUs are required to notify the District immediately of any changes at their facilities affecting the potential for a sludge discharge.

~~78-76.~~ Spill Containment shall mean a protection system installed by the user to prohibit the accidental discharge to the sewer of incompatible pollutants.

~~79-77.~~ Toxic Pollutants shall mean those substances which, individually or when combined with other substances normally found in domestic sewage, result in wastes in an agency's sewer system in concentrations or quantities which could have an adverse or harmful effect on such sewer system facilities, sewage treatment plant operations and maintenance personnel or equipment, treated sewage effluent quality, water reclamation procedures, public or private property, or which may endanger the public, local environment, or create a public nuisance.

~~80-78.~~ User shall mean any person who discharges or causes a discharge of domestic or non-domestic wastewater directly or indirectly to the District's WRF. User shall mean the same as Discharger.

~~81-79.~~ Violation shall mean an event or condition at a user's facility or dwelling that is prohibited by Ordinance, control mechanism, Order, and/or policies and standards established by the Districts Pretreatment Program.

~~82-80.~~ Violation Charge shall mean that charge levied against a discharger for costs incurred by the District as a result of a waste discharge violation.

~~83-81.~~ Waste Discharge Authorization shall mean the revocable permission to discharge wastewater to the public sewer main possibly subjected to technically based limits on wastewater constituents, characteristics and/or policies and standards established by the Districts Pretreatment Program.

~~84-82.~~ Waste Discharge Permit (WDP) shall mean the periodically renewable, revocable permission to discharge industrial wastewater to the public sewer main subject to technically based limits on wastewater constituents, characteristics and/or policies and standards established by the Districts Pretreatment Program.

~~85-83.~~ Waste Discharge Violation shall mean the failure by a user to comply with the ordinance, or any conditions or reporting requirements as contained in their control mechanism.

~~86-84.~~ Waste Hauler shall mean any commercial pumper that is permitted by Riverside County Department of Health as a Non-Hazardous Liquid Waste Hauler, discharging portable/chemical toilet, domestic and sanitary wastewater only. This definition shall also mean septic tank pumper and liquid waste hauler.

~~87-85.~~ Water Reclamation Facility (WRF) shall mean the District's sewage treatment plants designed to serve specific areas of the District.

~~88-86.~~ Wastewater Facilities shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater and biosolids.

~~89-87.~~ Zero Discharger shall mean a Categorical User that discharges no process wastewater to the POTW besides domestic wastewater.

Words used in the ordinance in the singular may include the plural and the plural the singular. Use of masculine shall mean feminine and use of feminine shall mean masculine. Shall is mandatory; may is permissive or discretionary.

§ 3413. GENERAL SEWER USE REQUIREMENTS (Sections 3413 through 3431)

§ 3413-5 Prohibited Discharge Standards.

- A. General Prohibitions. No user shall introduce or cause to be introduced into the District's sewer system any pollutant or wastewater which, alone or in conjunction with other substances, may cause pass through and/or interference, or any wastewater which has the potential to adversely or harmfully effect the District's sewers, maintenance personnel, wastewater treatment plant personnel or equipment, treatment plant processes or the quality of treatment plant effluent or biosolids, public or private property, or wastes which may otherwise endanger the public, the environment, or create a public nuisance. These general prohibitions apply to all users whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.
- B. Specific Prohibitions. No user shall introduce or cause to be

introduced into the District's sewer system the following pollutants, substances, or wastewater:

1. Pollutants which can create a fire or explosive hazard in the District's WRF or collection system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
2. Wastewater having a pH less than 6.0 or more than 11.0, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW;
3. Any solids or viscous substances of such size or in such quantity, condition, or nature that they may cause obstruction to flow in the sewer or be detrimental to proper wastewater treatment plant operations. These objectionable substances include, but are not limited to, [fats, oils, grease](#), asphalt, dead animals, concrete, ashes, sand, mud, straw, industrial process shavings, metal, glass, diatomaceous earth, rags, feathers, tar, plastics, wood, paunch manure, bones, hair and/or fleshing's, entrails, disposable dishes, disposable cups, paper towels or other similar paper products whole or ground or any materials which tend to solidify or collect in the sewer and may obstruct wastewater flow.
4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, could cause interference with the District's WRF's or collection system;
5. Wastewater having a temperature greater than 140°F (60°C), or which will inhibit biological activity in the WRF resulting in interference, but in no case wastewater which causes the temperature at the introduction into the WRF to exceed 104°F (40°C);
6. Any petroleum oil, refined petroleum products, or products of mineral origin in amounts, which has the potential to cause interference or pass-through;
7. Any non-biodegradable or biodegradable cutting oils,

commonly called soluble oils, which form persistent water emulsions; including engine/machine coolants and ethylene glycol.

8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the District's WRF or collection system in a quantity that may cause acute worker health and safety problems;
9. Trucked or hauled pollutants, except at discharge points designated by the District;
10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, may create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
11. Wastewater, which imparts color, which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the WRF's effluent;
12. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may cause Interference, pass-through, or violation of applicable State or Federal regulations;
13. Storm water, surface/yard water, ground water, sulfur water, artesian well water, roof runoff, subsurface drainage, hot springs water, swimming pool/spa drainage and filter backwash, condensate, deionized water, non-contact cooling water, recreation vehicle (RV) holding tank waste and unpolluted wastewater;
14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
15. Detergents, surface-active agents, or other substances, which may cause excessive foaming in the District's WRF or collection system;
16. Wastewater required to be manifested under RCRA;
17. Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, mortuaries, medical

laboratories or other medical facilities including, but not limited to, hypodermic needles, syringes, instruments, IV bags, utensils or other paper and plastic items of a disposable nature, also including, but not limited to, pharmaceutical wastes such as antibiotics, painkillers, antineoplastic, and controlled substances;

Infectious wastes may not be discharged to the District's sewer system without prior written authorization from the District. All dischargers who wish to discharge infectious waste must make the request in writing and include the source and volume of the infectious waste. The District shall have the authority to require that any discharge of an infectious waste to the sewer system be rendered non-infectious prior to discharge;

18. Dissolved sulfides above a concentration of 0.1 mg/l or wastes which contribute to excessive sulfide production;
 19. Any quantities of herbicides, germicides, biocides, algacides, pesticides, fertilizers or any types of bacteriological retardation type compounds. This shall include any of the following substances: DDT (both isomers), DDD, DDE, Aldrin, Chlordane, Dieldrin, Endosulfan (alpha, beta and sulfate), Endrin, Aldehyde, Heptachlor, Perchloroethylene, Heptachlor Epoxide, Lindane, Disulfoton, Formaldehyde, Phorate, Glutaraldehyde, Dichlorobenzene and/or Toxaphene;
 20. Any quantity of Dissolved Organic Halides (DOX), also known as Purgeable Halocarbons;
 21. Any quantity of any of the following compounds: Arochlors 1221, 1228, 1232, 1242, 1254, 1260 and 1262. Any quantity of TCDD equivalents.
- C. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the District's sewer system.

§ 3414. National Categorical Pretreatment Standards.

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~~A. Users must comply with the categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.~~

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~~B. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the District may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6.~~

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~~C. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the District shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6.~~

~~D. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.~~

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~~E. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.~~

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~~F. A user must implement any BMPs required by a Categorical Pretreatment Standard included among the numeric effluent limits established by the District within the user's Control Mechanism.~~

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§ 3415. Local Limits.

- A. No user shall discharge or cause to be introduced directly or indirectly into the District's collection system, a quantity or quality of wastewater, which exceeds the Local Limits on discharges to the POTW, established by the District. (Refer to Table A – Section 3498)
- B. Local Limits apply at the point where the wastewater is discharged to the POTW, except for BMPs. The District may impose limitations based on concentrations of pollutants in milligrams per liter (mg/L) or as an amount of pollutants in pounds per day (lbs./day).
- C. As an alternative to numeric local limits, the General Manager may impose as local limits BMPs that protect against pass-through or interference, provided that such BMPs allow for

verification of compliance. No User shall discharge wastewater to the sewer system contrary to the BMPs established by the District.

§ 3416. Limitations On Water Softeners.

Residential water softeners will be regulated in accordance with State law. Industrial and commercial users may not discharge wastewater from the regenerative process of onsite water softening units into the Districts sewer system. Any person installing or operating a water softener apparatus of any kind shall make such apparatus accessible to the District for inspection at all times and shall submit pertinent information as requested by the District.

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§3417. Accidental Discharge/Sludge Control Plans.

The General Manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control sludge discharges. The General Manager may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control sludge discharges. Alternatively, the General Manager may develop such a plan for any users. A user must implement any plan or action required by this section. An accidental discharge/sludge control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the General Manager of any accidental or slug discharge, as required by Section 3454 of the ordinance;
- D. Procedures or BMPs to prevent adverse impact from any accidental or sludge discharge. Such procedures or BMPs may include but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

The General Manager shall evaluate each significant industrial user for accidental discharge/sludge discharge control plans within one year of the user being identified as significant. The District shall re-evaluate the need for an accidental

discharge/sludge control plan for each user prior to reissuance or revision of the user's control mechanism or following notification of changed discharge conditions pursuant to 40 CFR 403.12(i) or 40 CFR 403.8(f)(2)(vi). Any significant industrial user must implement any plan required by this section.

§3418. Discharges of Oxygen-Demanding Wastes.

The General Manager shall evaluate each user for impacts to District treatment facilities that may occur as a result of the discharge of oxygen-demanding wastes. As part of this evaluation, the General Manager may require industries with the potential for discharges of wastewater containing high oxygen-demanding loads (which may include breweries, microbreweries, food processing facilities, or wine processing facilities) to submit information to the District, and any user required to do so must submit information, that characterizes:

- A. The concentration of biochemical oxygen demand (BOD) or chemical oxygen demand (COD);
- B. Maximum and average anticipated discharge flows and oxygen-demanding loads;
- C. Times of the day when maximum discharge of oxygen-demanding wastes may occur; and
- D. Any facilities, operations, BMPs or other actions proposed by the discharger to mitigate impacts associated with the discharge of oxygen-demanding wastes.

The General Manager shall consider site-specific and discharge-specific factors in establishing numerical or narrative BOD or COD discharge standards within the user's control mechanism to ensure compliance with Prohibited Discharge Standard Section 3413.5 ~~3.100~~ B.4. Such site-specific factors may include evaluating: (1) industrial user discharge flows, oxygen-demanding loads, and discharge timing; (2) the availability and allocation of wastewater sewer system assimilative capacity downstream from the user's discharge; (3) treatment plant design specifications for treating oxygen-demanding waste loads; (4) potential economic impacts to the District associated with accepting oxygen-demanding waste loads; and (5) potential facilities, operations, BMPs, and other actions proposed by the discharger to mitigate impacts associated with the discharge of oxygen-demanding wastes. A user must comply with any numeric and narrative discharge standards included in the user's control mechanism pursuant to this section.

§ 3419. Right of Revision.

The District reserves the right to establish, by ordinance, Waste Discharge Authorizations or in Waste Discharge Permits, more stringent

standards, conditions or requirements on discharges to the District's WRF's or collection system in accordance with 40 CFR 403.18.

§ 3420. Dilution.

No user shall ever increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable ~~pretreatment~~ standards or requirements. The District may impose such limitations on the amount, in lbs./day, of pollutants discharged by users who are using dilution to meet applicable ~~pretreatment~~ standards or requirements, or in other cases when the imposition of such limitations is appropriate.

§ 3421. Liquid Waste Hauler Permit Applications. (Sections 3421-3422)

~~BWD does not accept liquid waste from Liquid Waste Haulers. All liquid waste haulers shall comply with all permitting and disposal procedures as established by this Section and pay all applicable fees established by the District. In addition, all liquid waste haulers shall abide by the following requirements and conditions:~~

~~1. The District's Regional WRF located at 14980 Strickland Avenue, Lake Elsinore, CA shall be the only designated disposal site for permitted hauled liquid wastes.~~

~~2. Liquid waste haulers seeking a Waste Discharge Permit to use the District's designated disposal site shall complete and file with the District an application provided by the District. This application shall require the following information:~~

- ~~a. Name, address and telephone number of the liquid waste hauler.~~
- ~~b. Number of vehicles, gallon capacity of each vehicle, license plate of each vehicle, ownership, make and model of all vehicles that are operated by the hauler for purposes of hauling liquid wastes.~~
- ~~c. Person to contact regarding the information contained in the application.~~

d. ~~The name and policy number of the insurance carrier and bonding company.~~

e. ~~The number of the current permit required by the Riverside County Department of Environmental Health for transportation and disposal of liquid wastes.~~

f. ~~Other information as may be required by the~~

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~~§ 3422. Liquid Waste Hauler Discharge Permit Conditions and Limits.~~

~~A. All liquid waste haulers shall obtain a Waste Discharge Permit for discharge to the District's Regional WRF. This permit shall be issued for no longer than one (1) year. All terms and conditions of the permit may be subject to modification and change by the District at any time during the duration of the permit. Conditions contained within the permit may include, but are not limited to, the following:~~

~~1. Business name, address, and telephone number.~~

~~2. Authorized representative and signature.~~

~~3. Certification of permit condition acceptance.~~

~~4. Restrictions on operating hours for designated~~

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~~5. Conditions upon which permit revocation, suspension, or termination can occur.~~

~~6. Permit number.~~

~~7. Record keeping and reporting requirements.~~

~~8. Compliance with applicable rules and regulations of this Article and the Riverside County Health Department regarding cleanliness and sanitary conditions.~~

~~9. Requirements to notify the District immediately of any unusual circumstances observed during liquid waste pumping operations.~~

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~~10. Other conditions, policies, procedures, limitations or prohibitions deemed appropriate by the District.~~

~~B. Permits to use the designated disposal site of the District are subject to all the provisions of this section and any other discharge limits, policies and procedures enacted by the District.~~

~~C. Liquid wastes disposed of at the District's designated disposal site may be subject to sampling and analysis to determine compliance with all applicable provisions of this section and any other applicable provisions of the ordinance. The sampling shall be performed by automated instruments and/or authorized personnel of the District and may be taken at any time. If the wastes are found to be unacceptable, the liquid waste hauler shall be liable for all costs associated with the inspection, sampling, and analysis.~~

~~D. If the liquid waste hauler is in the business of hauling both industrial wastes and domestic wastes, the liquid waste hauler shall remove all industrial waste contamination from the interior of the vacuum tank prior to removing any domestic wastes from a site.~~

~~E. Falsification by a liquid waste hauler of any information in any permit application, hauler's report, manifest, or correspondence shall be a violation of the ordinance and may result in termination, revocation or suspension of the Waste Discharge Permit and all discharge privileges.~~

~~F. All reports, and records required to be retained by this Section, shall be retained for a minimum of three (3) years and shall be made available to the District immediately upon request.~~

~~G. All liquid waste haulers shall pay all applicable fees and charges. Failure to pay any applicable fee or charge shall be a violation of the ordinance and shall be cause for the District to suspend all waste discharge privileges until all applicable fees and charges have been paid.~~

~~H. All liquid waste haulers shall provide detailed documentation as to the origin of the wastes hauled prior to discharging into the District's Regional WRF.~~

~~I. If the wastes hauled by a liquid waste hauler are found~~

~~unacceptable for discharge into the District's Regional WRF, the liquid waste hauler shall dispose of the wastes at a legal disposal site. The liquid waste hauler shall provide the District with a copy of the waste hauler's manifest documenting the legal disposal of the rejected wastes within fourteen (14) days from the date the wastes were rejected. Failure to provide verifiable documentation shall constitute a violation of this section.~~

~~J. Liquid waste haulers are prohibited from discharging industrial waste into the District's POTW. No liquid waste hauler shall mix industrial waste and domestic septic wastes in an attempt to discharge the mixture to the District's designated dumpsite.~~

~~K. No liquid waste hauler shall discharge or cause to be discharged any material defined as hazardous by RCRA.~~

~~L. The District shall accept only domestic septic tank and portable/chemical toilet wastes. At no time shall the permittee discharge grease intercepter waste, sand/oil separator waste, industrial waste, hazardous waste or any other non-domestic waste to the Regional WRF dump station. In the case of portable/chemical toilet waste, only wastes containing bacteria-based deodorizers will be accepted at the District's Regional WRF dump station. The District in its sole and reasonable discretion must first approve the type of chemical toilet products that an applicant or permittee wishes to discharge.~~

~~M. The District may deny the issuance or re-issuance of a Waste Discharge Permit for any of the following conditions:~~

~~1. The applicant knowingly falsified information on the~~

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~~2. The applicant's previous liquid waste hauler permit is under suspension or probation or has been otherwise revoked and the condition upon which such action was taken still exists; or~~

~~3. The applicant is not current on all disposal and permit related reports, fees and charges.~~

~~N. In the event that a liquid waste haulers permit is denied, the District may notify the applicant in writing of such denial and the appeal procedures. Such notification shall state the~~

~~grounds for such denial and necessary actions which must be taken by the applicant prior to the issuance of a permit.~~

~~O. All liquid waste hauler permits issued to any person or company may be revoked, suspended or entered into a probationary period upon a finding by the District that any of the following conditions exist:~~

~~1. Such person or representative thereof failed to display the authorization document upon request by a District employee;~~

~~2. Such person or representative thereof has changed, altered or otherwise modified the face of a permit or authorization document without the permission of the District;~~

~~3. Such person or representative thereof has violated any condition of the permit;~~

~~4. Such person or representative thereof has falsified any application record, report or monitoring results required to be maintained or has failed to make them immediately available to the District upon request;~~

~~5. Such person or representative thereof failed to halt immediately the discharge from his or her truck into designated disposal facilities of the District upon the order of any authorized District employee;~~

~~6. Such person or representative thereof discharged or attempted to discharge a hazardous waste or material into the designated discharge point;~~

~~7. Such person or representative thereof discharged or attempted to discharge industrial waste into the designated discharge point;~~

~~8. Such person or representative thereof has repeatedly filed documents with falsified or incorrect information;~~

~~9. Such person or representative thereof has done physical violence or harm to any District employee;~~

~~10. Such person or representative thereof has made threatening remarks or threatening acts toward any~~

~~District employee.~~

~~P. Any Waste Discharge Permit, which has been revoked, suspended or entered into probation pursuant to the ordinance, may request to be reinstated after submitting a formal written request to the District for review.~~

~~Q. Upon determination of a violation of the ordinance or a Waste Discharge Permit violation, the permittee shall be subject to the enforcement actions set forth in the Enforcement Article of the ordinance, and/or the District's Enforcement Response Plan or as is otherwise contained in the Waste Discharge Permit as necessary to protect the District's WRFs, the public, the environment or District employees.~~

~~R. Suspension and periods of probation may be imposed by the District for any length of time, up to a five (5) year period.~~

~~S. Any authorized District employee shall have the authority to order the immediate cessation of the discharge from any liquid waste hauler truck in the designated disposal site of the District. Such order shall be based on the employee's best professional judgment that said discharge may be in violation of any applicable condition of the ordinance or may otherwise be harmful to the operation of the District's WRF or its employees.~~

§ 3423. Use of and Damage to District Equipment or Facilities.

- A. No person shall enter, break, damage, destroy, uncover, deface or tamper with any temporary or permanent structure, equipment or appurtenance which is part of the District's collection system or WRF.
- B. Any person who discharges or causes the discharge of wastewater or materials, which cause detrimental effects on the District's collection system, WRF, the environment or any other damages, including the imposition of fines by Federal, State or other regulatory agencies against the District, shall be liable to the District for all damages and fines incurred including all legal and administrative expenses. An administrative fee of fifty (50%) percent of the District's repairs and personnel costs shall be added to these charges. All charges shall be due and payable to the District within thirty (30) days of invoicing by the District.

§ 3424. Building Sewers.

All building sewers connected to the District's wastewater collection systems shall be regularly and adequately maintained by the property owners, so as to prevent sewer blockages and/or spills caused by damage to the building sewer. All construction, reconstruction, or maintenance of a building sewer shall be accomplished by the property owner at their sole expense. All new construction and repair work shall be in accordance with District construction standards.

§ 3425. Charges For Excessive Sewer Maintenance.

No person shall discharge or cause to be discharged to a District's sewer system, either directly or indirectly, any waste that obstructs, interferes with, or otherwise requires excessive maintenance of any District's sewer or sewerage facility; including any waste that creates a stoppage or breakage; any toxic, hazardous or odorous condition; or any damage or deterioration of any District's sewer or sewerage facility. Any excessive sewer or sewerage maintenance expenses or reconstruction costs including administrative costs attributable thereto shall be charged to the discharger causing or contributing to such conditions. Any refusal to pay such charges shall constitute a violation of the ordinance.

§ 3426. Improper Use Of Connected Sewers.

The District may inspect any building sewer or collecting sewers that discharge wastewater directly or indirectly to the District's public sewer system. If the District determines that the improper use, maintenance, or construction of a building sewer or collecting sewer causes or contributes to the discharge of septic wastewater, excessive groundwater, debris or any other objectionable substance to the District's public sewer main, the District may give notice of the unsatisfactory condition to any discharger contributing to such condition and shall direct that condition be corrected. In the event of a failure to comply with the District's directive, the District may disconnect such building sewer or collecting sewer from the District's sewer system.

§ 3427. Inspection of Construction.

- A. Any person seeking to connect a building sewer or interior plumbing from a facility to the sewer system shall first submit ~~to an Environmental Compliance Review~~ [an application](#) and receive approval from the ~~Districts Pretreatment Program~~ [GM](#) prior to commencing construction. Field inspections are required

during construction and prior to back filling any trenches. A twenty-four (24) hour advance inspection request (excluding weekends and holidays) is required. If any construction is performed prior to District approval or before inspections are performed the work may be required to be exposed and may have to be altered to meet District requirements.

- B. No wastewater shall be discharged into any sewerage facility tributary to a District facility prior to obtaining final construction approval and after all appropriate fees have been paid.

§ 3428. Availability of District Sewerage Facilities.

If wastewater conveyance and treatment capacity is not available, the District may require any industrial wastewater discharger to restrict a discharge until sufficient capacity can be made available. When requested, the District will advise persons desiring to locate new facilities in those areas where industrial wastewater of their proposed quantity and quality can be accommodated by available wastewater facilities. The District may, in its sole and reasonable discretion, refuse service to persons locating facilities in areas where their proposed quantity or quality of industrial wastewater would adversely affect the available wastewater facilities.

§ 3429. Flow Measurement.

All industrial users who discharge twenty - five thousand gallons per day (gpd) or more of industrial wastewater, or as otherwise required by the District, shall install a continuous monitoring flow meter capable of measuring the industrial user's discharge to the District's collection system. The flow measurement device shall conform to standards issued by the District. Regarding industrial users who were discharging to the District's collection system prior to the adoption of the ordinance, the District may evaluate each discharger on a case-by-case basis.

§ 3430. Anti-Flooding Device.

Whenever, in the opinion of the District, there exists the possibility of domestic or non-domestic wastewater from a District collection system flooding private property as a result of a restriction or stoppage from a District collection system, an anti-flooding device (backwater valve), approved by the District, shall be installed and connected to a building sewer. This device shall be purchased, installed, and maintained at the discharger's expense.

§ 3431. Confidential Information.

In accordance with 40 CFR 403.14 any information submitted to the District pursuant to these regulations may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission in the manner prescribed on the application form or instructions, or in the case of other submissions, by stamping the words "*confidential business information*" on each page containing such information. If no claim is made at the time of submission, EVMWD may make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with applicable law.

§ 3432. CONTROL MECHANISMS. (Sections 3432 through 3460)

Wastewater Analysis (Section 3432 through 3441) - When requested by the District, a user must submit information on the nature and characteristics of its wastewater within sixty (60) days of the request. The District may prepare a form for this purpose and may periodically require users to update this information.

§ 3433. Control Mechanism Requirements.

- A. All industrial users shall notify the District of the volume and characteristics of their wastewater at least sixty (60) days prior to commencing their discharge on a form provided by the District. This notification shall include but not be limited to any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater being introduced into the WRF.
- B. It shall be unlawful for any industrial user to discharge wastewater either directly or indirectly into the District's sanitary sewer system without first obtaining a control mechanism or other authorization from the [District's Pretreatment Program Section GM](#). Any violation of the terms and conditions of a control mechanism shall be deemed a violation of the ordinance and subject the user to the sanctions set out in Sections 3461 – 3485 and/or the District's Enforcement Response Plan. Obtaining a control mechanism does not relieve the user of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

§ 3434. New Connections.

Any categorical or SIU required to obtain a control mechanism who proposes to begin or recommence discharging into the District's sewer system must apply for such control mechanism prior to the beginning or recommencing of such discharge. An application for this control mechanism, in accordance with Section 3437 must be filed at least sixty (60) days prior to the date upon which any discharge will begin.

§ 3435. Responsibility of Users.

It shall be the responsibility of the user and/or discharger to comply with all the provisions of the ordinance. The omission to act by the District and/or

the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of the ordinance, including, but not limited to, such requirements regarding permitting, pretreatment of wastewaters, monitoring, sampling and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under the ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements, which may apply to the user regarding its discharge.

§ 3436. Class of Users.

- A. The District will classify all users in accordance with the activities conducted on the premises where the discharge occurs. The purpose of the classification is to facilitate regulation of discharges to the District's POTWs on the basis of each user's waste discharge quality and quantity. The classification shall further provide a means of imposing an appropriate level of oversight, control and enforcement according to the source of the discharge. The classification system will also allow equitable recovery of capital and operating costs for the Districts Pretreatment Program.
 - 1. Users are categorized as Class I, II, III, IV, V or VI as defined in Section 3412.C (11-16)
- B. All classes of users shall apply for and must receive a Waste Discharge Permit or authorization prior to discharging wastewater to the District's POTW.
- C. Residential users, under normal circumstances, will not be required to apply for or receive a control mechanism as defined in the ordinance, providing that said residential user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth in the ordinance.

§ 3437. Waste Discharge Application Contents.

All users required, or who may be required, to obtain a control mechanism must submit a Waste Discharge Application or other type of document as required by the District. The District may require all users to submit as part of an application the following information:

- A. All information required in Section 3448;
- B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals

used or stored at the facility, which are or could accidentally or intentionally be discharged to the District's sewer system;

- C. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- D. Each product produced by type, amount, process or processes, and rate of production;
- E. Type and amount of raw materials processed (average and maximum per day);
- F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- G. Time and duration of discharges; and
- H. Any other information as may be deemed necessary by the District to evaluate the Waste Discharge Application, including projected discharge water quality concentrations or mass loads.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision and resubmittal.

§ 3438. Application Signatories and Certification.

All Waste Discharge Applications and user reports must be signed by a responsible corporate officer (as defined in 40 CFR 403.12 of the user and shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

§ 3439. Control Mechanism Decisions.

The District will evaluate the data furnished by the user and may require additional information. Within forty-five (45) days of receipt of a complete Waste Discharge Application, the District will determine whether or not to issue or

modify a control mechanism. The District may deny any application for a control mechanism.

§ 3440. Control Mechanisms Duration.

- A. A Waste Discharge Permit shall be issued for a specified time period, not to exceed three (3) years from the effective date of the permit. A Waste Discharge Permit may be issued for a period less than three (3) years, at the discretion of the District's Pretreatment Program. Each Waste Discharge Permit will indicate a specific date upon which it will expire.
- B. A Waste Discharge Authorization may be issued for an indefinite time period, subject to review and reconsideration at the discretion of the District.
- C. A Special Agreement shall be issued for a specified time period, set forth in the terms of the Special Agreement.

§ 3441. Waste Discharge Permit Contents.

- A. Waste Discharge Permit shall include such conditions as are deemed reasonably necessary by the District to prevent pass through or treatment process interference, protect the quality of the water body receiving the WRF's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the WRF and the District's collection system.

Waste Discharge Permits may contain:

- 1. A statement that indicates Waste Discharge Permit duration, which in no event shall exceed three (3) years;
- 2. A statement that the Waste Discharge Permit is nontransferable in accordance with Section 3444;
- 3. Effluent limitations or BMPs determined by the General Manager to be required in order to ensure compliance with general Pretreatment Standards (40 CFR 403), Local Limits, or Categorical Pretreatment Standards;

4. Sludge control requirements or slug control preventative actions for Significant Industrial Users, as deemed necessary by the General Manager;
 5. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling locations, frequency, and sample type based on Federal, State, and local laws. The reporting requirements shall also include compliance information for BMPs required under Categorical Pretreatment Standards or BMPs required under District local limits;
 6. Sludge control discharges per 40 CFR 403.8 shall be referenced in SIU control mechanisms.
 7. A statement of applicable civil and criminal penalties for violations of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- B. Waste Discharge Permits may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 2. Requirements for the installation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the District's sewer system;
 3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;
 4. Development and implementation of waste minimization plan to reduce the amount of pollutants discharged to the District's sewer system;

5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the District's sewer system;
6. Requirements for installation and maintenance of inspection and sampling facilities and pretreatment equipment;
7. Concentration or mass load limits determined by the General Manager as being required to ensure compliance with Prohibited Discharge Standards established in Section 3413.5;
8. A statement that compliance with the Waste Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the Waste Discharge Permit; and
9. Other conditions as deemed appropriate to ensure compliance with the ordinance, and State and Federal laws, rules, and regulations.

§ 3442. Waste Discharge Permit Appeals. (Sections 3442 through 3446)

1. A. Any person, including the user, may petition in writing to the District Pretreatment Department to reconsider the terms of a Waste Discharge Permit within thirty (30) days of notice of its issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
2. In its petition, the appealing party must indicate the Waste Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the Waste Discharge Permit.
3. The effectiveness of the Waste Discharge Permit shall not be stayed pending the appeal.

4. If the District fails to act within thirty (30) days of the filing of a petition in writing for reconsideration, the petition for reconsideration shall be deemed denied.
- B. Any person, including the User, may petition the Board of Directors to reconsider the decision of the District.
 1. If the Board of Directors fails to act within thirty (30) days of the filing of a petition for reconsideration, the petition for reconsideration shall be deemed denied. Decisions not to issue a Waste Discharge Permit, not to reconsider the provisions of a Waste Discharge Permit, or not to modify the provisions of a Waste Discharge Permit shall be considered final administrative actions for the purpose of judicial review.
- C. Any party aggrieved by a final Waste Discharge Permit action may obtain review of the action by filing in court a petition for writ of mandate within ninety (90) days following the effective date of the action. If no aggrieved party petitions for writ of mandate within the time provided by this section, a final Waste Discharge Permit administrative action shall not be subject to review by any court or agency. The evidence before the court shall consist of the record before the District, and any other relevant evidence, which in the judgement of the court, should be considered to effectuate and implement the policies of the ordinance. Except as otherwise provided in this section, subdivisions (e) and (f) of the Code of Civil Procedures sections 1094.5 and 1094.6 shall govern proceedings pursuant to this section.

§ 3443. Waste Discharge Permit Modification.

The District may modify a Waste Discharge Permit for good cause including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the discharger's operation processes, or wastewater volume or character since the time of Waste Discharge Permit issuance;
- C. A change in the WRF that requires either a temporary or permanent reduction or elimination of the authorized discharge;

- D. Information indicating that the permitted discharge poses a threat to the District's collection system, District personnel, WRF or the receiving waters;
- E. Violation of any terms or conditions of the Waste Discharge Permit;
- F. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application or in any required reporting;
- G. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13;
- H. Correction of typographical or other errors in the Waste Discharge permit; or
- I. Other terms and conditions determined to be necessary to protect the District's POTW.

§ 3444. Waste Discharge Permit Transfer.

Waste Discharge Permits shall not be transferred to a new owner or business operator. New applications will need to be submitted for review prior to commencing discharge to the POTW.

§ 3445. Waste Discharge Permit Revocation.

- A. A Waste Discharge Permit may be revoked for good cause including, but not limited to the following reasons:
 - 1. Failure to notify the District of significant changes to the wastewater prior to the changed discharge;
 - 2. Failure to provide prior notification to the District of changed conditions pursuant to Section 3452;
 - 3. Misrepresentation or failure to fully disclose all relevant facts in the Waste Discharge Application or other related documents;
 - 4. Falsifying self-monitoring reports;
 - 5. Tampering with monitoring equipment;

6. Refusing to allow the District timely access to the facility premises and records;
 7. Failure to meet effluent limitations;
 8. Failure to pay fines and penalties;
 9. Failure to pay monthly sewer and/or sewer connection fees;
 10. Failure to meet compliance schedules;
 11. Failure to complete a wastewater survey or the Waste Discharge Application or other documents as required by the District;
 12. Violation of any pretreatment standard, requirement, or condition or any terms of the Waste Discharge Permit or the ordinance.
- B. Waste Discharge Permits shall be void upon cessation of operations or transfer of business ownership. All Waste Discharge Permits issued to a particular user are void upon the issuance of a new Waste Discharge Permit to that user.
- C. Waste Discharge permit revocation is subject to appeal as set forth in Section 3477.

§ 3446. Waste Discharge Permit Reissuance.

A user with an expiring Waste Discharge Permit shall apply for Waste Discharge Permit reissuance by submitting a complete Waste Discharge Application (or a statement signed by the responsible party that there are no changes to the application previously submitted), in accordance with Section 3437, a minimum of sixty (60) days prior to the expiration of the user's existing Waste Discharge Permit.

§ 3447. Reporting Requirements. (Sections 3448 through 3460)

§ 3448. Baseline Monitoring Reports.

- A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6, whichever is later, existing categorical users currently discharging to or scheduled to discharge to the District's collection system shall submit to the District a

report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the District a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants to be discharged.

- B. Users described above shall submit the information set forth below.
1. Identifying Information - The name and address of the facility, including the name of the operator and owner.
 2. Environmental Permits - A list of any environmental control permits held by or for the facility.
 3. Description of Operations - A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram, which indicates points of discharge to the District's collection system from the regulated processes.
 4. Flow Measurement - Information showing the measured average daily and maximum daily flow, in gallons per day, to the District's collection system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6.
 5. Measurement of Pollutants -
 - a. The categorical pretreatment standards applicable to each regulated process.
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the District, of the regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term

average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 3457.

- c. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The District may waive flow-proportional composite sampling for any Industrial User that demonstrates that flow-proportional sampling is infeasible. In such cases, sampling may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples per day where the User demonstrates that this will provide a representative sample of the effluent being discharged. The User shall take a minimum of one (1) representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - d. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6 in order to evaluate compliance with Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6 this adjusted limit along with supporting data shall be submitted to the District.
 - e. Sampling shall be performed in accordance with procedures prescribed in 40 CFR Part 136 and amendments thereto set out in Section 3458.
6. Certification. A statement, reviewed by the user's authorized representative and certified by a qualified

professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or operation and maintenance shall be implemented. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 3449.
8. Signature and Certification. All baseline-monitoring reports must be signed and certified in accordance with Section 3438.

§ 3449. Compliance Schedule Progress Reports.

The following conditions shall apply to the compliance schedule required by Section 3448.B.7:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to the District no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between

such progress reports to the District.

§ 3450. Reports on Compliance with Categorical Pretreatment Standard Deadline.

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the District's sewer system, any user subject to such pretreatment standards and requirements shall submit to the District a report containing the information described in Section 3448.

For user's subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6, this report shall contain a reasonable measure of the user's long-term production rate. For all other user's subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 3438.

§ 3451. Periodic Compliance Reports.

- A. If a permitted user monitors any pollutant using the procedures prescribed in Section 3457, the results of this monitoring shall, at a frequency determined by the District but in no case less than twice per year be reported. The report shall indicate the nature and concentration of pollutants in the discharge, which are limited by Pretreatment Standards, and the measured or estimated average and maximum daily flows for the reporting period. Where the District has imposed mass limitations on permitted users as provided for by CFR 40 403.6, the report shall indicate the mass of pollutants regulated by Pretreatment Standards in the discharge.

For dischargers subject to equivalent mass or concentration limits established by the District in accordance with the procedures in 40 CFR 403.6, the report shall contain a reasonable measure of the Users long term production rate. For all other Users subject to categorical Pretreatment Standards expressed only in terms of allowable pollutant discharge per unit of production (or other measure of operation), the report shall include the Users actual average production rate for the reporting period. . For users subject to BMPs as part of the federal categorical pretreatment standards, such reports shall include BMP compliance information required by the General Manager, or required as

part of federal pretreatment standards. All such reports must be signed and certified in accordance with Section 3438.

- B. All wastewater samples must be representative of the Users discharge. Wastewater monitoring and flow measurement equipment shall be properly operated, calibrated per manufactures specifications or every six (6) months per calendar year if there are no specific requirements, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- C. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the General Manager or the ordinance, using the procedures prescribed in Section 3458, the results of this monitoring shall be included in the report.

§ 3452. Reports Of Changed Conditions.

Each user must notify the District of any planned significant changes to the user's operations or system, which might alter the nature, quality, or volume of its wastewater at least forty-five (45) days before the change is made. Each user must also notify the General Manager of any planned changes that may affect the potential for [sludge](#) discharge.

- A. The District may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a Waste Discharge Application under Section 3437
- B. The District may issue a Waste Discharge Permit under Section 3436 or modify an existing Waste Discharge Permit under Section 3443 in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant load increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

§ 3453. Reports of A Discharge of Hazardous Waste.

Any industrial user shall give immediate notice of the discharge of

hazardous waste, as defined in 40 CFR Part 261, and in accordance with the pretreatment requirements in 40 CFR Part 403.12 (p)(1).

§ 3454. Reports Of Potential Problems.

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the WRF or the District's collection system, the user shall immediately telephone and notify the District of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by the District, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the District's collection system or WRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to the ordinance.

§ 3455. Reports From Users.

All users shall provide appropriate surveys, applications, information forms and/or reports to the District as required by the Pretreatment Program.

§ 3456. Reports Of Sampling Violations/Repeat Sampling.

If sampling performed by a user indicates a violation, the user must notify the District within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District within thirty (30) days after becoming aware of the violation. The user is not required to resample if the District monitors at the user's facility at least once a month, or if the District samples between the user's initial sampling and when the user receives the results of this sampling.

If sampling and analysis performed by the District indicates a violation, the District may notify the user of the violation and require the user to conduct the repeat sampling and analysis.

§ 3457. Analytical Requirements.

All pollutant analyses, compliance monitoring and sampling including sampling techniques, to be submitted as part of a waste discharge application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analysis must be performed in accordance with procedures approved by US EPA.

§ 3458. Sample Collection.

A. Except as indicated in Section B below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the District may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab sample collection techniques.

§ 3459. Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of the District's receipt of the report shall govern.

§ 3460. Record Keeping.

Users subject to the reporting requirements of the ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall be maintained in accordance with 40 CFR 403.12(o), and shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and the results of BMP monitoring and compliance. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation

concerning the user or EVMWD, or where the District has specifically notified the user of a longer retention period.

§ 3461. ENFORCEMENT. (Sections 3461 through 3485)

§ 3462. Compliance Inspections Monitoring, and Enforcement.

A. Enforcement Responsibility.

The District shall have primary responsibility to enforce all applicable pretreatment requirements and standards established in the ordinance and as detailed in 40 CFR 403.8.

Any of the following is a reason for enforcement action:

1. Failure to file a waste discharge permit application in accordance with provisions established in 40 CFR 403 or within the ordinance.
2. Knowingly providing false statements, representations, records, reports, or other documents to the District.
3. Falsifying, tampering or knowingly rendering inaccurate any monitoring device or method required under a control mechanism or regulations established within the ordinance.
4. Failure of the user to report significant changes in operations or wastewater constituents and characteristics in accordance with regulations established in 40 CFR 403.12.
5. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.
6. Violation of any pretreatment standard or requirement established in 40 CFR.
7. Violation of requirements or standards established in control mechanisms.
8. Violations of any requirements or local limits established in the ordinance.
9. Failure to pay fees and charges pursuant to requirements established in the ordinance.

B. Discharger Compliance Sampling.

Per requirements established in 40 CFR 403.8, the District shall randomly sample and analyze the effluent from industrial

users and conduct surveillance activities in order to identify, independent of information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. Inspection and sampling from each SIU shall be conducted at a frequency of at least once per year.

C. Non-Compliance Investigations.

The District shall investigate instances of noncompliance with Pretreatment Standards and Requirements, as indicated in the reports, self-monitoring information, or notices submitted by the discharger, or as indicated by District analysis, inspection, and surveillance activities. District sample collection, analysis, and collection of other information shall be performed with sufficient care to produce evidence admissible in enforcement proceedings or in judicial actions.

D. Sludge Control Plan Determination

Users shall comply per requirements established in 40 CFR 403.8 SIUs shall have sludge control requirements referenced within their control mechanisms. Additionally, SIUs are required to notify the District immediately of any changes at their facilities affecting the potential for a sludge discharge.

E. Self-Monitoring Reports

The District shall receive and analyze self-monitoring reports and other notices submitted by dischargers in accordance with self-monitoring requirements established in 40 CFR 403.12.

F. Self-Monitoring Requirements as a Result of Non-Compliance

1. If analysis of any sample obtained by the District or by a user shows non-compliance with the applicable wastewater discharge limits set forth in the ordinance or in the permittee's discharge permit, the District may impose self-monitoring requirements on the permittee or user.
2. A user shall perform required self-monitoring of constituents in a frequency, at the specific location, and in a manner directed by the District.

3. All analyses of self-monitoring samples shall be performed by an independent laboratory acceptable to the District and submitted to the District in a form and at a frequency determined by the District.
4. All self-monitoring costs shall be borne by the user.
5. Nothing in this section shall be deemed to limit the authority of the District to impose self-monitoring as a permit condition.

G. Non-Compliance Sampling Fees.

1. If analysis of any sample of a user's discharge obtained by the District shows a violation by the user of the mass emission rates or concentration limits specified in the user's discharge permit or in the ordinance, then the user shall be subject to noncompliance sampling fees pursuant to the most current edition of the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan and as amended.
2. The fees specified within the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan as amended thereto shall be imposed for each date on which the District conducts sampling as a result of a violation by a user.

H. Non-Compliance Inspection Fees.

1. Each user is subject to routine inspections and fees. When non-compliance with any of the provisions of the ordinance or in the permittee's discharge permit is determined, a follow-up inspection may be required. Each user shall receive one follow-up inspection to verify compliance for each routine inspection without being subject to noncompliance inspection fees.
2. When it becomes necessary to perform additional inspections in order to determine compliance with the provisions of the ordinance, then the user shall pay noncompliance fees to the District pursuant to the most current edition of the Districts Pretreatment Program Fee Schedule and/or the Enforcement Response Plan as amended thereto.

§ 3463. Election of Enforcement Remedies.

The District, upon finding a violation, may employ any of the remedies set forth this article, or as otherwise authorized by law, subject to due consideration of the following factors and the District's Enforcement Response Plan:

- A. The magnitude of the violation;
- B. The duration of the violation;
- C. The effect of the violation on WRF compliance with Discharge Order;
- D. The effect of the violation on the operation of the District's sewer system, District personnel, the environment, or the public;
- E. The compliance history of the user; and
- F. The good faith of the user.

The District's election of remedies is not exclusive as further set forth in Section 3481.

§ 3464. Notice of Violation.

- A. Upon finding a violation, the District may issue a notice of violation. Within ten (10) working days of the delivery of this notice, the user may respond to the Pretreatment Program Section with either an objection contesting the finding, or an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required action. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal process. Said response in no way relieves the user of liability for any violations occurring before or after the receipt of the notice of violation.
- B. Upon receipt of an objection contesting a finding of violation, the Department Head will schedule a hearing within ten (10) working days at which the user may present information supporting the objection. Within five (5) working days of the hearing, the Department Head shall determine the validity of the objection, either rescinding the notice of violation or denying the objection, thereby requiring submission of the

plan of corrective action. The user may appeal the Department Head's determination as set forth in Section 3477..

§ 3465. Administrative Orders. (Sections 3465 through 3468)

Administrative Orders include, but are not limited to, Consent Orders, Show Cause Orders, Cease and Desist Orders, and Compliance Orders.

§ 3466. Consent Orders.

The District may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Section 3468. and shall be judicially enforceable.

§ 3467. Show Cause Orders.

- A. The District may order a user which has been given a notice of violation and which has failed to submit an acceptable plan of corrective action or which, having submitted such a plan, fails to follow through with execution of the plan, to appear at a hearing scheduled by the General Manager to show cause why the enforcement action proposed in the Show Cause Order should not be taken.
- B. The Show Cause Order shall specify the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show why the proposed enforcement action should not be taken. The Show Cause Order shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. The Order may be served on any authorized representative of the user. A Show Cause Order shall not be a bar against, or prerequisite for, taking any other action against the user.
- C. At the conclusion of the show cause hearing, the District may rescind previous enforcement action; issue an appropriate Administrative Order (Consent Order, Compliance Order, or Cease and Desist Order), including assessment of fines; initiate control mechanism revocation proceedings or termination of sewer services; or direct the action on the file to Counsel for legal action.

§ 3468. Compliance Orders.

- A. When the District finds a violation, he may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated.
- B. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standards or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation.
- C. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3469. Administrative Fines.

- A. When, subsequent to a Show Cause hearing, the District finds a violation, he may fine the user in an amount not to exceed \$5,000.00 per violation per day of discharge in violation of any control mechanism or order issued hereunder, or any other pretreatment standards or requirement.
- B. The user may be responsible for the District's costs of preparing administrative enforcement actions, such as notices and orders.
- C. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of five percent (5%) of the unpaid balance, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- D. Users desiring to dispute an administrative fine must file a written request for the District to reconsider the fine along with full payment of the fine amount within thirty (30) days of the user's receipt of notice of the fine. Assessment of fines may be appealed pursuant to Section 3477. In the event the

user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user.

- E. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3470. Emergency Suspensions.

- A. The District may immediately suspend a user's discharge or water supply, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons or the environment.
- B. The District may also immediately suspend a user's discharge or water supply, after notice and opportunity to respond, that threatens to interfere with the operation of a WRF, or which presents, or may present, an endangerment to the environment.
- C. Any user notified of a suspension of its discharge or water supply shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the District may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the District's collection system, the District's WRFs, the receiving stream, or endangerment to any individuals. The District may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the District that the period of endangerment has passed, unless the termination proceedings in Section 3471 are initiated against the user.
- D. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the District prior to the date of any show cause or termination hearing under Sections 3467 or 3471.
- E. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension.

§ 3471. Termination Of Discharge.

In addition to the provisions in Section 3445, any user who violates the following conditions is subject to discharge termination:

- A. Violation of Waste Discharge Permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or
- E. Violation of the pretreatment standards in Sections 3413-. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 3467 why the proposed action should not be taken. Exercise of this option by the District shall not be a bar to, or a prerequisite for, taking any other action against the user.
- F. Failure to pay any monthly sewer fees, pretreatment fees for service, violation fees, or sewer connection fees.

§ 3472. Published Notices For Significant Noncompliance.

In accordance with Federal Regulations, the District shall annually cause to be published the names of all Categorical or SIUs in significant non-compliance. Said publication shall be made in the newspaper of the largest daily circulation published in the District's service area.

§ 3473. Judicial Enforcement Remedies. (Sections 3473 through 3476)

In certain circumstances, judicial enforcement may be appropriate. Such remedies may include, but are not limited to, injunctive relief, civil penalties, and criminal prosecution.

§ 3474. Injunctive Relief.

When the District finds a violation, the District may petition the Superior Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the control

mechanism, order, or other requirement imposed by the ordinance on activities of the user. The District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 3475. Civil Penalties.

A. Authority.

All users of the District's system and facilities are subject to administrative or judicial enforcement actions by the District, U.S. EPA, State of California Regional Water Quality Control Board, or the County of Riverside District Attorney. Said actions may be taken pursuant to the authority and provisions of several laws, including but not limited to: (1) Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 U.S.C.A. Section 1251 et seq.); (2) California Porter-Cologne Water Quality Act (California Water Code Section 13000 et seq.); (3) California Hazardous Waste Control Law (California Health & Safety Code Sections 25100 to 25250); (4) Resource Conservation and Recovery Act of 1976 (42 U.S.C.A. Section 6901 et seq.); and (5) California Government Code, Sections 54739-54740.

B. Recovery of Fines or Penalties.

When the District must pay fines or penalties imposed by other regulatory or enforcement agencies based, and the District can establish said violation was the result of the discharge of any user, which discharge was in violation, as defined in the ordinance, the District shall be entitled to recover from the user all costs and expenses, including, but not limited to, the full amount of said fines or penalties.

C. Ordinance.

Pursuant to the authority of California Government Code Sections 54739-54740, any person who violates any provision of the ordinance, any permit condition, prohibition or effluent limit, or any suspension or revocation order, shall be liable civilly for a sum not to exceed \$25,000.00 per violation for each day in which such violation occurs. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of the ordinance, or any permit condition, prohibition, or effluent limit shall be liable civilly for a sum not to exceed \$25,000.00 per violation

for each day in which such violation occurs. The District shall petition the Superior Court to impose, assess, and recover such penalties, or such penalties as the District may impose, assess, and recover pursuant to Federal and/or State law.

D. Administrative Civil Penalties.

1. Pursuant to the authority of California Government Code Sections 54740.5 and 54740.6, the District may issue an administrative complaint against any person who violates:
 - a. any provision of the ordinance;
 - b. any permit condition, prohibition, or effluent limit; or
 - c. any suspension or revocation order.
2. The administrative complaint shall be served by personal delivery or certified mail and shall specify a date and time for a hearing, which will be held within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the District's requirements, the provisions of law authorizing civil liability to be imposed, and the proposed civil penalty. A hearing officer designated by the Board of Directors shall hear the matter. The person against whom an administrative complaint has been issued may waive the right to a hearing.
3. At the hearing, the person shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence.
4. After the hearing, the hearing officer shall deliver a written report to the District, setting forth findings of fact, conclusions and a recommendation. Upon receipt of the written report, the District shall issue his decision and order in writing within thirty (30) calendar days after the hearing. The decision and order shall be served by personal delivery or certified mail.
5. In determining the amount of civil penalties, the

District may take into consideration all relevant circumstances, including but not limited to the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs, and corrective action, if any, attempted or taken by the person involved.

6. Civil penalties may be assessed as follows:
 - a. In an amount which shall not exceed \$2,000.00 for each day for failing or refusing to furnish technical or monitoring reports;
 - b. In an amount, which shall not exceed \$3,000.00 for each, day for failing or refusing to timely comply with any compliance schedules established by the District;
 - c. In an amount, which shall not exceed \$5,000.00 per violation for each day of discharge in violation of any waste discharge limit, permit condition, or requirement issued, reissued, or adopted by the District;
 - d. In any amount, which does not exceed \$10.00 per gallon for discharges in violation of any suspension, revocation, cease and desist order or other orders, or prohibition issued, reissued, or adopted by the District;
 - e. The District has the authority to seek civil or criminal penalties in at least the amount of \$1,000 a day for each violation by industrial users of pretreatment standards or requirements.
7. The District's order assessing administrative civil penalties shall be final on the thirty-first (31st) day after it is served on the person unless an appeal and request for hearing is filed with the Board of Directors before the thirty-first (31st) day. Copies of the administrative order shall be served on the party served with the administrative complaint, either by personal service or by registered mail, and a copy forwarded to other persons who appeared at the hearing and requested a copy.

8. The District's decision and order is subject to appeal to the Board of Directors pursuant to Section 3478. Any person aggrieved by a final order issued by the Board of Directors may obtain review of the order of the Board of Directors in the superior court, pursuant to Government Code Section 54740.6, by filing a petition for writ of mandate within thirty (30) days following service of the Board's decision or order.
 9. Payment of any order setting administrative civil penalties shall be made within thirty (30) days of the date the order becomes final. The amount of any administrative civil penalties imposed, which have remained delinquent for a period of sixty (60) days, shall constitute a lien against the real property of the discharger from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The District may record the lien for any unpaid administrative civil penalties on the ninety-first (91st) day following the date the order becomes final.
 10. No administrative civil penalties shall be recoverable under Section 3475 (D) for any violation for which the District has recovered civil penalties through a judicial proceeding filed pursuant to Government Code Section 54740.
- E. Filing a suit for civil penalties shall not be a bar to, or a prerequisite for, taking any other action against a user.

§ 3476. Criminal Prosecution.

A user who willfully or negligently violates any provision of the ordinance, a control mechanism, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed \$25,000.00, or imprisonment for not more than six (6) months, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of the ordinance and shall be subject to the penalties contained herein.

§ 3477. Appeals To General Manager.

A. General.

Any user or applicant affected by any decision, action or determination may file with the General Manager a written request for an appeal hearing. The District must receive the request within thirty (30) days of mailing of notice of the decision, action, or determination to the user or applicant. The request for hearing shall set forth in detail all facts supporting the request.

B. Notice.

The General Manager shall, within fifteen (15) days of receiving the request for appeal, designate a Hearing Officer who will hear the appeal and provide written notice to the user or applicant of the hearing date, time and place. The hearing date shall not be more than thirty (30) days from the mailing of such notice by certified mail, unless the user or applicant agrees to a later date. If the hearing is not held at the agreed time due to actions or inactions of the user or applicant, then the decision shall be deemed final.

C. Hearing.

At the hearing, the user or applicant shall have the opportunity to present information supporting its position concerning the decision, action or determination.

D. Written Determination.

After the hearing, the Hearing Officer shall deliver a written report to the General Manager setting forth findings of fact, conclusions, and a recommendation whether to uphold, modify or reverse the original decision, action or determination. Upon receipt of the written report, the General Manager shall issue his decision and order within thirty (30) calendar days of the hearing. The written decision and order of the General Manager shall be sent by certified mail. The order of the General Manager shall be final on the sixteenth (16th) day after it is mailed, unless a request for hearing is filed with the Board of Directors pursuant to Section 3478, no later than 5:00 p.m. on the fifteenth (15th) day following such mailing.

§ 3478. Appeals To The Board of Directors.

A. General.

1. Any user or applicant may appeal a decision, action, or determination made by the General Manager prior to the date that the General Manager's order becomes final, by filing a written request for hearing with the Board of Directors accompanied by an appeal fee of \$2,000.00. The request for hearing shall set forth in detail all the issues in dispute and all facts supporting the request.
2. No later than sixty (60) days after receipt of the request for hearing, the Board of Directors shall either set the matter for a hearing or deny the request for a hearing.
3. A hearing shall be held by the Board of Directors within sixty-five (65) days of the date the request for a hearing was granted, unless the user or applicant and the Board of Directors agree to a later date. If the matter is not heard within the required time, due to actions or inactions of the user or applicant, the General Manager's order shall be final.

B. Granting Request for Hearing.

The Board of Directors shall grant all requests for an appeal's hearing concerning permit suspension, revocation, or denial. Whether to grant or deny the request for a hearing on appeals of other decisions of the General Manager shall be within the sole discretion of the Board of Directors.

C. Appeal Fee Refund.

The appeal fee shall be refunded if the Board of Directors denies a hearing.

D. Written Determination.

1. After the hearing, the Board of Directors shall make a determination whether to uphold, modify, or reverse the decision, action, or determination made by the General Manager.
2. The Board's decision shall be set forth in writing and shall contain findings of fact and conclusions. The written decision and order of the Board of Directors shall be sent by certified mail within sixty-five (65)

days after the close of the hearing

3. The order of the Board of Directors shall be final upon its adoption.

§ 3479. Appeal of Charges and Fees.

- A. Any user or applicant may request in writing reconsideration of the imposition and collection of fees or charges, such as connection charges, sewer use charges, and waste hauler fees. Following review of such a request, the District shall notify the user or applicant by certified mail of the District's decision on the reconsideration request within thirty (30) days of the District's receipt of the request. Any user or applicant may file an appeal, which shall be heard by the Board of Directors. The District must receive the notice of appeal within thirty (30) days of the mailing of the District's decision on the reconsideration request.
- B. Notwithstanding the foregoing, appeals of non-compliance sampling fees shall be made pursuant to the appeal procedure set forth in Sections 3477 and 3478.

§ 3480. Payment of Charges.

- A. Except as otherwise provided, all fees, charges and penalties established by the ordinance and/or by the most current edition of the District's [*Pretreatment Program Fee Schedule and/or Enforcement Response Plan Rates Fees & Other Charges \(available on the borregowd.org or by calling 760-767-5806\)*](#) and as amended thereto are due and payable upon notice thereof. All such amounts are delinquent if unpaid thirty (30) days after date of invoice.
- ~~B.~~ Any charge that becomes delinquent shall have added to it a penalty in accordance with the [District's late fee policy](#)~~following:~~
 - ~~1. Thirty one (31) days after date of invoice, a basic penalty of 5% of the base invoice amount, not to exceed a maximum of \$1,000.00; and~~
 - ~~2. Interest at a rate of 1.5% per month of the sum of base invoice amount and basic penalty shall accrue from and after the thirty first (31st) day after date of invoice.~~

- C. Any invoice outstanding and unpaid after sixty (60) days shall be cause for immediate initiation of permit revocation

proceedings or immediate suspension of the permit.

- D. Penalties charged under this section shall not accrue to those invoices successfully appealed.

§ 3481. Remedies Nonexclusive.

The remedies provided for in the ordinance and the most current edition of the Districts Enforcement Response Plan are not exclusive. The District may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will be in accordance with the ordinance. However, the District may take other action against any user when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any noncompliant user.

§ 3482. Collection of Delinquent Accounts.

Collection of delinquent accounts shall be in accordance with the District's policy resolution establishing procedures for collection of delinquent obligations owed to the District, as amended from time to time by the Board of Directors. Any such action for collection may include an application for an injunction to prevent repeated and recurring violations of the ordinance.

§ 3483. Recovery of Costs Incurred By District.

In the event a user fails to comply with any of the terms and conditions of the District's Ordinance, an administrative order, a permit suspension or revocation, a Consent Order, or a permit issued hereunder, the District shall be entitled to reasonable attorney's fees and costs which may be incurred in order to enforce any of said terms and conditions with or without filing proceedings in court.

§ 3484. Financial Security/Amendments to Permit.

A. Compliance Deposit.

Users that have been subject to enforcement and/or collection proceedings may be required to deposit with the District an amount necessary to guarantee payment of all charges, fees, penalties, costs and expenses that may be incurred in the future, before permission is granted for further discharge to the sewer system. In the District's sole discretion, the deposit required by this subsection may be made as a performance bond, letter of credit, cash, or other security.

B. Delinquent Accounts.

The District shall review and examine user's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by the ordinance. The District may thereafter issue an amendment to the user's control mechanism in accordance with the provisions of Sections 3432-3460 and Section 3484.(E).

C. Bankruptcy.

Every user filing any legal action in any court of competent jurisdiction, including the United States Bankruptcy Court, for purposes of discharging its financial debts or obligations or seeking court-ordered, protection from its creditors, shall, within ten (10) days of filing such action, apply for and obtain the issuance of an amendment to its control mechanism.

D. Permit Amendments.

The District shall review and examine user's account to determine whether previously incurred fees and charges have been paid in accordance with time requirements prescribed by the ordinance. The District may thereafter issue an amendment to the user's permit in accordance with the provisions of Sections 3432-3460 and Section 3484 (E).

E. Security.

An amendment to a control mechanism issued pursuant to Sections 3466-3468, may be conditioned upon the user depositing financial security in an amount equal to the average total fees and charges for three (3) calendar months during the preceding year. Said deposit shall be used to guarantee payment of all fees and charges incurred for future services and facilities furnished by District and shall not be used by the District to recover outstanding fees and charges incurred prior to the user filing and receiving protection from creditors in the United States Bankruptcy Court.

F. Return of Security.

In the event the user makes payment in full within the time prescribed by the ordinance of all fees and charges incurred over a period of two (2) years following the issuance of an amendment to the control mechanism pursuant to Sections

3484 (B), (C), & (D), the District shall either return the security deposit posted by the user or credit their account.

G. Water Supply Severance.

Water service to the user may be severed for any violation. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

§ 3485. Judicial Review.

A. Purpose and Effect.

Pursuant to Section 1094.6 of the California Code of Civil Procedure, the District hereby enacts this part to limit to ninety (90) days following final decisions in adjudicatory administrative hearings the time within which an action can be brought to review such decisions by means of administrative mandamus.

B. Definitions.

As used in this section, the following terms and words shall have the following meanings:

1. Decision shall mean and include adjudicatory administrative decisions that are made after hearing, or after revoking, suspending, or denying an application for a permit or a license.
2. Complete Record shall mean and include the transcript, if any, of the proceedings, all pleadings, all notices and orders, any proposed decision by the General Manager, the final decision, all admitted exhibits, all rejected exhibits in the possession of the District or its offices or agents, all written evidence, and any other papers in the case.
3. Party shall mean a person whose permit or service has been denied, suspended, or revoked.

C. Time Limit for Judicial Review.

Judicial review of any decision of the District or its officer or agent may be made pursuant to Section 1094.5 of the Code of Civil Procedure only if the petition for writ of mandate is filed

not later than the 90th day following the date on which the decision becomes final. If there is no provision for reconsideration in the procedures governing the proceedings or if the date is not otherwise specified, the decision is final on the date it is made. If there is provision for reconsideration, the decision is final upon the expiration of the period during which reconsideration can be sought; provided that if reconsideration is sought pursuant to such provision the decision is final for the purpose of this section on the date that reconsideration is rejected.

D. Preparation of the Record.

The petitioner may request, in writing, the complete record of the proceedings. The record shall be prepared by the District officer or agent who made the decision and shall be delivered to the petitioner within ninety (90) days after filing the written request. The District may recover from the petitioner its actual costs for transcribing or preparing the record.

E. Extension.

If the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition, pursuant to Section 1094.5 of the Code of Civil Procedure, may be filed shall be extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to the petitioner or the petitioner's attorney of record, if appropriate.

F. Notice.

In making a final decision, the District shall provide notice to the party that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

G. Administrative Civil Penalties

Notwithstanding the foregoing in Section 3484, and pursuant to Government Code Section 54740.6, judicial review of an order of the Board of Directors imposing administrative civil penalties pursuant to Section 3475 (D) may be made only if the petition for writ of mandate is filed not later than the 30th day following the day on which the order of the Board of Directors becomes final.

§ 3486. GRAVITY SEPARATION INTERCEPTOR PROGRAM.
(Sections 3486 through 3490)

Purpose And Scope:

- A. All industrial [and commercial](#) users shall be required to install and maintain a gravity separation interceptor system when the District finds that it is necessary for the proper handling of (a) liquid waste containing fats, oils and grease (of animal, vegetable, plant, nut, or petroleum origin), (b) flammable wastes, (c) sand and or suspended solids that will settle, or (d) other harmful constituents which may be properly eliminated from the collection system by use of a gravity separation interceptor. The interceptor shall have a minimum operational fluid capacity of not less than 750 gallons. The interceptor system shall be watertight, structurally sound, and durable and shall have a minimum of two chambers and a sample box.
- B. An interceptor system is not required for a building used solely for residential purposes except where common food preparation occurs.
- C. An interceptor system shall be required when the wastewater flow from the building is anticipated to contain fats, oils, grease (of animal, vegetable, plant, nut, or petroleum origin), flammable substances, sand and or suspended solids or other harmful ingredients in amounts or concentrations which, in the sole discretion of the District, present the possibility of causing or contributing to the fouling of, the blockage of, or other damage to the District's POTW.
- D. All industrial users for which a gravity separation interceptor system is required shall have an interceptor system, which shall serve only that singular establishment or business.
- E. Hydromechanical grease traps may not be used as a substitute to the gravity separation interceptors required under Section 3486 A. Alternative grease interceptor devices may be approved by the District on a case-by-case basis only in circumstances where (1) installation of a 750-gallon gravity separator is impractical or not physically possible at the site, (2) the District determines that the proposed alternative grease interceptor device can achieve adequate grease removal on a sustained basis, and (3) the District determines that the alternative grease interceptor device can be

adequately maintained and serviced. As a condition of approving any such alternative grease interceptor devices, the District may establish additional requirements (over and above the requirements of Section 3488) that may include special onsite kitchen-practices, BMPs, or grease interceptor device maintenance, cleaning, or servicing requirements.

- F. Existing establishments shall not be exempt from the requirements of the Ordinance. There is no Grandfather clause.

§ 3487. Administration Of Interceptor Program.

- A. The District may administer a Gravity Separation Interceptor Program which is intended to prevent fats, oils, and grease (of animal, vegetable, plant, nut, and petroleum origin), sand, flammable liquids, and other substances which are likely to block, restrict or create a hazard within the collection system, from entering the system through use of gravity separation interceptors.
- B. The District may require any ~~industrial~~ user to install or increase the size of an interceptor system according to the guidelines set forth in the District's Standard Specifications, the most current edition of the Uniform Plumbing Code, and or any other District requirement, program or procedure prior to connection to the District or at any time after connection to the District if the District discovers or determines subsequent to the connection that the building, facility, or operation of the user produces a waste with characteristics that would require installation of an interceptor system pursuant to the ordinance.
- C. The installation of a District approved sized interceptor system shall be the responsibility of the parcel owner and the entity, which applies for the connection or waste discharge permit, and the owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor system.
- D. The District may determine whether a gravity interceptor or some other type of pretreatment system is required on a case-by-case basis based on an evaluation of objective criteria including but not limited to factors such as those listed hereunder:

1. The type of facility (e.g. restaurant, brewery, winery, distillery, bakery, coffee house, sandwich shop, vehicle wash, gas station, lube/oil facility, body shop, on or off-road vehicle/vessel repair/service shop etc.);
 2. The peak flow of process wastewater discharged to the sewer system;
 3. The type of products or materials used in the preparation, cleaning, processing or manufacturing operations carried on within the user's facility;
 4. The overall potential for the discharge of fats, oils, and grease (of animal and/or, vegetable, plant, nut origin), oils/chemicals (of petroleum origin), and/or sand-laden wastewater from the facilities operation(s) to the POTW.
- E. The District shall approve the interceptor size, design, location and procedures for operation and maintenance of a required interceptor system. Such approval shall be obtained prior to the user's connection of the facility to the District's collection system, in the event of new construction or remodeling.
- F. In circumstances where a user has already connected (e.g. prior to adoption of the ordinance or failure by a user to contact the District regarding interceptor requirements and approval) and the District determines that an interceptor system must be installed, the user shall promptly provide for the installation of the interceptor system within a reasonable time frame (as may be set by the District), including providing design plans and operational plans for District approval prior to interceptor system installation.
- G. The installation of an interceptor system as required by the ordinance on an existing users' facility shall occur within reasonable time not to exceed ninety (90) days after the user has been provided notice of the requirement that an interceptor system be installed. Upon written request and approval this ninety-day (90) limit may be extended to a maximum of one hundred and eighty days (180) from the time of the first notice.

§ 3488. Interceptor Maintenance Program Requirements.

- A. Any user who is required by the District and/or the ordinance to install and/or operate a gravity separation interceptor system shall be required to adequately maintain the system so that such a device is in proper working order at all times. Cleaning and completely pumping out of all interceptor contents including the sample box shall be completed as needed, but in no case shall the frequency of cleaning and pumping out be less than (2) two times per calendar year.
- B. All types of gravity separation interceptor systems shall be cleaned a minimum of two (2) times per calendar year by a properly licensed and permitted waste hauler or as often as necessary so as to assure that the interceptor will operate as designed at all times.
- C. The use of chemicals, microbiological agents to metabolize oil and grease, or other materials for the emulsification, suspension or dissolution of oil or grease is prohibited.
- D. Any users who are required to install or have in operation an interceptor system pursuant to the ordinance, may be required to have a written plan of operation or program for their facility which is intended to insure that the interceptor operates as designed to prevent grease, fats, oil (of animal, vegetable or petroleum origin), sand or other harmful constituents from entering the collection system. These procedures may include: adoption of BMPs, kitchen practices to minimize the fat, oil and grease-laden garbage which ultimately enters the facility's drains and floor traps; maintaining records of inspections by the user of the interceptor; maintaining, on-site, manifests from the licensed and permitted waste hauler servicing the interceptor system; and/or other such procedures as may be required for the proper operation of the interceptor system.
- E. All gravity separation interceptor systems shall be located and maintained so as to provide immediate and easy access for maintenance and inspection at all times.

§ 3489. Prohibited Restaurant Surface Discharges.

No person who owns, operates, or maintains a restaurant shall at any time discharge any wastewater to a service dock area, parking lot, storm drain or the ground. Wastewater generated by restaurants must be disposed of through an approved gravity separation interceptor system that is connected to the District's collection system or hauled offsite to a legal disposal site.

§ 3490. Conditional Waivers For Gravity Separation Interceptors.

The District on a case-by-case basis may, in its sole and reasonable discretion grant conditional waivers for gravity separation interceptors to those users, which are determined by the District not to have any potential adverse effects on the Districts POTW. The user shall submit a written request along with a report from a licensed professional engineer supporting the request to the District and must be granted approval prior to commencing construction or remodeling. In lieu of installing a gravity separator interceptor system, and a condition of granting a conditional waiver, the District may require the user to install a sampling manhole, sample box or some other type of device as required by the District for monitoring the discharger's process waste stream.

§ 3491. DENTAL AMALGAM. (Sections 3491 through 3496)

- A. All dental facilities that discharge wastewater generated from the placement or removal of amalgam to the POTW are required to install an amalgam separator, implement BMPs, and meet specific reporting and certification requirements.
- B. Exempt Dental Practice. BMPs are not required for dental facilities meeting the definition of an Exempt Dental Discharger. A written request for a waiver shall be delivered to the District before the dental practice opens for business but in no case later than thirty (30) days from date the dental practice opens for business.
- C. Amalgam Separator. Amalgam separators shall be installed in all dental facilities, except exempt dental practices. All amalgam separators shall meet the following criteria:
 - 1. The amalgam separator shall be ISO11143 certified and shall be designed and approved for a flow rate capable of handling the maximum volume discharged from the dental practice it serves;

2. The amalgam separator shall be certified to meet at least a 99% solids removal or higher solids removal efficiency as specified by federal or state regulations;
3. The amalgam separator shall allow the Dental Discharger to make direct visual observations as to the level of solids in the collection container, proper solid and liquid separation, and the condition of all plumbing connections;
4. The amalgam separator shall be installed so that all amalgam-contaminated wastewater will pass through the unit before being discharged to the POTW.
5. Amalgam separators shall be installed so they are accessible at all times for cleaning and inspection;
6. Each dental practice shall be responsible for inspecting the amalgam separator(s) at least once per week and recording if the level of solids is approaching the level where maintenance is required, or other operational problems are identified. In addition, the date of visual inspection and the person performing the inspection shall be recorded on the log sheet;
7. The amalgam separator shall be serviced, at a minimum, in accordance with the manufacture's instructions or more frequently if visual inspections indicate that the level of solids is at or over 80% of the recommended maximum level;
8. Waste removed from the amalgam separator shall be collected and handled in accordance with the manufacturer's instructions and as described below.

§ 3492. Best Management Practices.

- A. Dental New Sources: BMPs shall be implemented by the Dental Discharger upon discharge to the sewer system. The Duly Authorized Representative of the Dental New Source Discharger shall report to the District within 30 days of Discharge a report including the following information:
 1. The facility name, physical address, mailing address, and contact information;
 2. Name(s) of the operator(s) and owner(s);

3. A description of the operation at the dental facility including: The total number of chairs, the total number of chairs at which dental amalgam may be discharged in the resulting wastewater, and a description of any existing amalgam separator(s) or equivalent device(s) currently operated to include, at a minimum, the make, model, year of installation;
 4. Certification that the amalgam separator(s) or equivalent device is designed and is being operated and maintained to meet the requirements specified in the ordinance, and 40 CFR Part 441;
 5. Certification that the dental discharger is implementing BMPs specified in the ordinance, and 40 CFR Part 441;
 6. The name of the third-party service provider that maintains the amalgam separator(s) or equivalent device(s) operated at the dental office, if applicable. If the Dental Discharger maintains the amalgam separator and other BMP requirements, the Dental Discharger shall provide a brief description of the practices employed by the facility to ensure proper operation and maintenance in accordance with the ordinance, and 40 CFR Part 441;
 7. Signatory Certification as shown in Section 3494 Item (4) by the Duly Authorized Representative.
- B. Existing Dental Sources: Existing Dental Source dischargers that are currently operating and discharging shall install an appropriate amalgam separator and implement required BMPs within ninety (90) days once the discharger has been notified by the District. The Existing Dental Source Discharger shall provide the report specified in Section 3492 within 120 days once the discharger has been notified by the District.
- C. Each Dental Discharger shall ensure that all dental chairs are equipped with chair-side traps and that all vacuum pumps are equipped with traps and filters where recommended by the manufacturer. All equipment shall be operated and maintained in accordance with the manufacturer's instructions.

- D. Each Dental Discharger shall use disinfecting line cleaners that have a pH in the range of 7-9 and are non-chlorine and non-oxidizing. When cleaning filters, the Dental Discharger shall not rinse filters or traps over sinks or drains that do not discharge through the amalgam separator. All water containing amalgam waste must be washed through amalgam separator lines.
- E. Each Dental Discharger shall recycle all bulk mercury and all amalgam waste.
 - 1. All contact and non-contact scrap amalgam must be salvaged and stored in structurally sound, tightly closed and appropriately labeled containers and recycled no more than twelve (12) months from the date the first amalgam waste is added to the container. The beginning accumulation date shall be included on the outside of the container. State or federal hazardous waste authorities may have additional, more stringent requirements;
 - 2. The Dental Discharger shall never dispose of amalgam waste, infectious waste or biohazard containers in the garbage;
 - 3. The Dental Discharger shall use only pre-capsulated, single-use dental amalgam and shall stock a variety of sizes in order to minimize waste;

The Dental Discharger shall not cause or contribute to Pass Through, and/or process Interference at the Districts WRF, or violate a Specific Prohibition or Section of the ordinance.

§ 3493. Recordkeeping.

- A. All records shall be kept on site for a minimum of three (3) years and shall be made available to the District upon request. Each Dental Discharger shall maintain records of:
 - 1. Amalgam Waste Disposal. Records shall include the date, name and address of the facility to which any amalgam waste is shipped, and the amount shipped;
 - 2. Weekly Visual Inspections: Records (logs) shall include the date and time of the visual inspection, name and

initials of person conducting the inspection and whether or not the level of solids is such that the unit needs to have maintenance or other problems are identified (e.g. leaks, etc.);

3. Amalgam Waste: Records of all maintenance and service completed on the amalgam separator.

§ 3494. Reporting.

- A. The Dental Discharger shall submit a certification provided by the District by January 28th of each year, a report that includes:

1. The manufacturer, model and date of installation for each amalgam separator;
2. The name of the installer(s) and the name of the company that maintains the amalgam separator or if performed in-house, the name of the person responsible;
3. Copies of the records in Section 3494.6.A-D.
4. The following Signatory Certification shall be signed by the Authorized Representative:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

5. Reports shall be submitted to:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
ATTN: PRETREATMENT PROGRAM
P.O. Box 3000
31315 Chaney St.

Lake Elsinore, CA 92530

6. The Dental Discharger shall inform the District prior to:
 - a. Sale or transfer of ownership of the business;
 - b. Change in the trade name under which the business is operated;
 - c. Change in nature of the services provided that affect the potential to discharge amalgam; or
 - d. Remodeling/tenant improvements of the facility.

§ 3495. Inspections Permitting and Data Collection.

- A. The District may permit, conduct inspections, require written waste surveys or other reporting for any Dental Discharger. Inspections may be conducted with or without notice for the purpose of determining applicability and/or compliance with the ordinance.
- B. If any inspection reveals non-compliance with any provision of the ordinance, corrective action shall be required. The corrective action shall not limit the ability of the District to take an enforcement action.

§ 3496. Enforcement.

Failure to comply with the policy, ordinance, or Waste Discharge Permit shall subject the User to enforcement actions as set forth in the ordinance, and/or the District's Enforcement Response Plan.

§3497. SEVERABILITY.

If any provision of the ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance or the application of such provision to other persons or other circumstances shall not be affected.

§ 3498. Local Limits for Discharge to the ~~EVMWD-BWD~~ Sewer System**TABLE A**

EVMWD-BWD Local Limits		
Pollutant Category	(Concentration in mg/L)	
	Daily Maximum	Monthly Average
Physical		
Grease/oil (mineral/petroleum origin)	100	NS
Mineral		
TDS	NS	See note ^A
Boron	4.6	NS
Fluoride	4.0	NS
Toxic Inorganic		
Arsenic	1.3	0.11
Cadmium	0.04	NS
Chromium (total)	1.0	NS
Copper	0.8	NS
Lead	0.3	NS
Mercury	0.05	0.003
Selenium	0.03	NS
Silver	0.2	NS
Zinc	2.2	NS
Cyanide	0.08	NS
Toxic Organic		
Bis (2-ethylhexyl) phthalate (BEHP)	NS	0.11

A. Monthly average TDS concentrations from industrial dischargers subject to local limits are not to exceed TDS concentrations in the RWRf influent by more than 25%.

NS – indicates no specific daily maximum or monthly average local limit.

§ 3499. Pretreatment Program Fee Schedule.

TABLE B See BWD Rates and Charges at borregowd.org or by calling 760-767-5806

DESCRIPTION	USER CLASS FEE (\$)¹					
	1	2	3	4	5	6
Permit Fee / Year	5,000	1,000	200	400	300	200
Permit Revision Fee	1,000	300	100	100	300	100
Routine/Follow-Up Inspection	1,500	500	200	200	N/A	200
Non-Compliance Inspection	1,200	800	500	500	N/A	300
Non-Compliance Sampling	200	200	200	200	200	200
Non-Compliance Meeting	200	200	200	200	200	200
Failure to Allow Entry for Inspection	200	200	200	200	N/A	200

ALL USER CLASSES FEE (\$)

Environmental Compliance Review Fee¹ ————— 230
 Construction Inspection Fee¹ ————— 320
 Additional Manpower / hour¹ ————— 100
 Replace Dump Station Access Card —————¹ ————— 100
 Chemical Analysis¹ ————— Actual Costs as Billed by Lab Plus G&A O/H

Liquid Waste (Septage) Processing Fee / gallon² ————— 0.12

Notes:

¹These rates are periodically adjusted. For the most current rate, please refer to the <Pretreatment Fees> at <<https://www.cvmwd.com/customers/customer-service/rates-fees>>.

²This rate is also periodically adjusted. For the most current rate, please refer to the <Sewer Rates> at <<https://www.cvmwd.com/customers/customer-service/rates-fees>>.

SECTION 3500. — CONSTRUCTION STANDARDS

(R-1217, R-957 & R-1094, M-4498, M-4769, M-4985, M-5237, M-5797)

~~Because facilities built to serve the District's customers must be reliable and of consistent standard, the Board of Directors has adopted:~~

- ~~• Design Standards (Volume 1) and Standard Drawings (Volume 2) for Potable Water, Recycled Water, and Sewer Facilities, Reservoirs, Booster Pump Stations, Well Facilities, and Lift Stations~~
- ~~• Supplementary Requirements for Water Reservoirs, Water Booster Pump Stations and Sewage Lift Stations~~

~~Collectively, these documents are the District's "Construction Standards" and by this reference are incorporated herein.~~

~~SECTION 3600. — WATER AND WASTEWATER MASTER PLANS~~

~~The Board of Directors has adopted comprehensive master plans for the District's water and wastewater system facilities. It outlines a staged improvements program to meet the expected growth of the District and provides budget costs for planning purposes. (Minutes 10/12/88)~~

~~By this reference, the District's Water and Wastewater Master Plans is incorporated herein.~~

~~SECTION 3700. — URBAN WATER MANAGEMENT PLAN~~ ~~(R-H46)~~

~~The California Legislature enacted Assembly Bill 797 during the 1983-84 Regular Session of the California Legislature (Water Code Section 10610 et. seq.), known as the Urban Water Management Planning Act, which mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan, the primary objective of which is to plan for the conservation and efficient use of water.~~

~~The Elsinore Valley Municipal Water District is an urban supplier of water providing water to over 20,000 customers, and has, therefore, prepared and adopted an Urban Water Management Plan in compliance with the requirements of AB 797.~~

~~The District's Urban Water Management Plan, by this reference, is incorporated herein.~~

~~SECTION 3800. WATER SHORTAGE CONTINGENCY PLAN~~

~~Management of water supply deficiency is one of the District's most important responsibilities. Possible deficiencies may be caused by droughts, failures of major water storage and/or transmission facilities during floods or earthquakes, contamination of groundwater supplies by hazardous waste, or other disasters.~~

~~Assembly Bill No. 11, signed by Governor Wilson on October 13, 1992 requires every urban water supplier to prepare, adopt, and submit a water shortage contingency plan to the Department of Water Resources by January 31, 1992. In response to Assembly Bill No. 11, the District has prepared and adopted a Water Shortage Contingency Plan. (R 1080)~~

~~The District's Water Shortage Contingency Plan, by this reference, is incorporated herein.~~

~~The EVMWD Water Shortage Contingency Plan includes five (5) drought stages. The Penalties shown below are incorporated in the Water Shortage Contingency Plan and are activated at drought stages three (3) through five (5). Penalties are imposed once Customers exceeds their total monthly water budget (Indoor & Outdoor water budget).~~

Drought Penalties ** (per CCF)	
Stage	Effective 05/28/2015
3	\$1.59
4	\$2.09
5	\$4.01

**SECTION 3900. WATER SUPPLY ANALYSIS WATER & SEWER WILL
SERVE COMMITMENTS AND PROJECT
PLANNING (R-1233, M-5797)**

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**§ 3901. Water Supply Assessments, Written Verifications and Will
Serve Letters. (M-4671)**

- A. From time to time the District may be requested to prepare and adopt Water Supply Assessment (WSAs) pursuant to Water Code section 10910 et seq. and Written Verifications (WVs) pursuant to Government Code section 66473.7. WSAs and WVs are project-specific analyses generally intended to address whether the District's total projected water supplies available during normal, single dry, and multiple dry years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the District's existing and planned future uses, including agricultural and manufacturing uses. The analyses and conclusions set forth in a WSA or WV are based on information and water supply conditions understood by the District on the date of its adoption of a WSA or WV and may be affected by conditions or events occurring or not occurring thereafter. The analyses and conclusions set forth in a WSA or WV are also based on information received from the applicable lead agency or the project proponent regarding the projected water demand of the proposed project, the projected schedule for build out of the project, and other factors. Any changes in that information may materially affect the analyses and conclusions of a WSA or WV. The District retains the right, in its sole discretion, to evaluate from time to time, whether the projected demands associated with a proposed project, as set forth in a WSA or WV, continue to fall within the District's forecasted demand or planned future uses. In no case shall the District's preparation or adoption of a WSA or WV be intended as or construed to create a guarantee, right or entitlement to water service or any specific level of water service by the District, nor in any case shall the District's preparation or adoption of a WSA or WV be intended or construed to either create, impose, expand, or limit any duty concerning the obligation of the District to provide any certain type or level of water service to its existing customers, to any future potential customers, or to the project for which the WSA or WV is prepared. (Water Code § 10914(a)-(b); Govt. Code § 66473.7(m).) Neither a WSA

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nor a WV is a Will Serve Letter. Rather WSAs and WVs are project-specific analyses that apply to certain types of development pursuant to the respective requirements of the WSA and WV statutes.

- B. The District reserves the right to charge, collect, and require advance deposit for all reasonable costs incurred by the District in preparing and adopting a WSA or WV, including but not limited staff, consulting, legal, and production costs.
- C. The Will Serve Letter will contain requirements and conditions, which are a result of the District's initial planning review and are generally based upon preliminary information and/or tentative engineering maps. The District reserves the right at any time to re-evaluate, revise and update the requirement and conditions in any Will Serve Letter. The District considers the conditions to have expired automatically two years from the issuance date of the Will Serve Letter.
- D. The engineering design and subsequent approval of the project's improvement plans are considered valid for a period of two years from the date of the District General Manager's signature. The District will recognize the project designated as under construction when the developer/representative has paid the District's required inspection fees.

§ 3902. Conditions to Construct Regionally-Sized Facilities.

- A. If a project is conditioned with regional water and/or sewer requirements, various financial arrangements must be made. It is the developer's (or his representative's) responsibility to coordinate these arrangements with the District's Administration, Engineering and Finance Department's guidelines and procedures.
- B. The developer has full financial responsibility for design, construction and inspection costs of any regionally-sized facilities, required upgrades and/or oversizing of any existing facilities.
- C. The District's policy and primary method regarding participant financing of regional facilities is in developing a reimbursement agreement. On a case-by-case basis, the District will review the potential for crediting a

proportionate amount of the construction costs of regional facilities against the required water and sewer connection charges. This action is strictly discretionary and subject to the approval of the Board of Directors.

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§ 3903. General. (M-1951, M-4926, M-4995, M-5178)

- A. The District does not guarantee that water or sewer service to a project will be available at the time the developer/representative submits an application for service, due to potential limitations on water supplies.
- B. The District's Board of Directors has adopted mandatory water conservation measures by ordinance. The District may in some areas have insufficient supply for the ordinary requirements of its existing service commitments, including domestic, agricultural and irrigation, fire protection, grading, and construction water demands normally provided by the District's daily operations.
- C. All of the requirements referenced in a Will Serve Letter are subject to change without notice. Service commitments contained in a Will Serve Letter will expire automatically two years after the date of execution. Service commitments contained in a Will Serve Letter are not transferable to any other parcel or lot. The District's commitments for water and sewer service are expressly conditioned on the performance by the developer/representative of the conditions referenced in the Will Serve Letter.
- D. The developer will grant, or cause to be granted to the District and without District cost, all necessary easements and/or access rights of way for construction, installation, maintenance and access to the system facilities to be installed. Said easements and accesses are to be executed by all necessary parties having an interest in affected lands and/or receiving service from said system facilities.
- E. As a condition of service, all residential, commercial, institutional, industrial, residential/commercial landscape irrigation, and commercial agricultural applicants for potable and recycled water shall execute a notarized Grant Deed conveying to the District all rights to water, including surface and groundwater rights over, upon and under the Property and which are appurtenant thereto or are otherwise associated with the Property. The District shall provide the applicant with a Grant Deed, the Grant Deed shall be completed and returned to the District, and shall be recorded with the County Recorder's office. An individual property owner developing one single-family residence will be exempt from the

requirement of conveying the property water rights.

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- F. The developer shall convey to the District, in a proper grant deed/bill of sale, full ownership of onsite and/or offsite water and sewer facilities serving the project and such facilities will become the District's property upon acceptance of said grant deed by the District.

§ 3904. Fees.

A developer/representative is required to pay applicable water, sewer connection fees, capacity charges, facilities reimbursements, and make any other appropriate financial arrangements for service. The following information must be provided by the developer for final assessment and computation of fees:

- i A tentative map or plot plan describing the project, with gross acres stipulated.
- i The square footage of any structures to be served.
- i The recommended size of domestic, irrigation, and fire service meters, computed by the project's engineer.

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SECTION 4000. PROCEDURES TO CONSTRUCT WATER AND SEWER FACILITIES *(R-1232, M-5797)*

§ 4001. Procedures to Construct Water and Sewer Facilities

Refer to EVMWD Volume 1 General Conditions and Design Standards for the procedures to construct water and sewer facilities.

SECTION 4050. CUSTOMER SERVICE POLICIES & PROCEDURES*(R-1239, R-20-01-01)*

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§ 4051. Service Conditions.

- A. All references to the “General Manager” throughout Section 4050 shall mean the General Manager or their designee.
- B. Water and sewer service shall be provided by the District only if an application for such water and sewer service is completed in the manner hereinafter provided, unless otherwise determined by the Board.
- C. Water and sewer service shall be available only in accordance with the District’s rules and regulations, as well as applicable Federal, State and local statutes, ordinances, regulations, and contracts, and other requirements including, but not limited to, the California Water Code, the California Code of Regulations, regulations imposed by the California Regional Water Quality Control Board, Santa Ana Region, and State and local health departments, as well as the terms of any service agreement and permit issued by the District.

§ 4052. Application Procedure.

- A. Each application for residential water or sewer service must be initiated by the applicant, customer or owner of the property to be served. By initiating service, the applicant agrees they shall be ultimately responsible for payment of all rates, fees and charges, and for compliance with the rules and regulations of the District. The application will be regarded as merely a request for service and not binding upon the applicant to take service for any particular period of time.
- B. Each application for commercial water and sewer service, or installation of a water meter must be signed by the applicant, customer or owner of the property to be served, who shall be ultimately responsible for payment of all rates, fees and charges, and for compliance with the rules and regulations of the District. The application will be regarded as merely a written request for service, and not binding upon the applicant to take service for any particular period of time. The District shall furnish the application form upon which the applicant shall provide all information that the General Manager has deemed necessary in order to make a determination regarding service requirements and availability. The General Manager, in their discretion, may provide an abbreviated form of the application for permits when no unusual facts are determined in their discretion to exist.

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- C. An applicant for sewer service may be required to obtain a discharge permit for use of the District's sewerage facilities in addition to the permit required for all applicants for sewer service. The conditions under which the above-mentioned additional permit is required are based on quantities and constituents of wastewater discharged into the District's sewerage facilities.
- D. Upon receipt of an application, the General Manager shall review the application and make such investigation relating thereto as they deem necessary. The General Manager may prescribe requirements in writing to the applicant as to the facilities necessary to be constructed, the manner of connection, the financial requirements, and the use of service including the availability of adequate water and/or sewerage facilities necessary to insure initial and future continued compliance with the District's rules and regulations and any other applicable requirements.
- E. A fee may be charged for setting up any new account. (See Admin. Code Section 2600 for current fees and charges.)
- F. The application for service will signify the customer's willingness and intention to comply with these rules and regulations and any water and/or sewer service ordinances, resolutions, orders, or other rules and regulations of this District as they may now exist, or as they may be changed or amended by the Board.
- G. An application will not be honored unless payment in full has been made for service previously rendered to the applicant by the District and all applicable connection, capacity and installation charges and fees, deposits, fines and penalties have been paid.
- H. A person taking possession of premises and using water without having made application to the District for water service shall, in addition to applicable fines, be held liable for the water delivered from the date of the last recorded meter reading. If the meter is found inoperative, the quantity consumed will be estimated.

§ 4053. Connection/Capacity Fees.**A. General.**

1. Connection or capacity fees applicable to all property to be served shall be established from time to time by the Board and set forth on a separate schedule. Such property to be served shall be legally described in the application for service.
2. If subsequent to the initiation of service, there is a change in owner, applicant, tenant, customer, class of use, or consumption, the District may determine that additional connection fees are required.

These additional charges shall be computed based on the resulting increase in service capacity and flow; or, on any reclassification of user type.

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3. Whenever a change necessitates the payment of further fees to the District, the District may compare the actual use occurring on the property [based on readings taken from the water meters(s)] with the capacity estimated to be required for existing or probably future consumption to determine whether a different use permit is required.

B. Interpretation of Connection Fees.

1. If the factual situations presented in an application by an applicant, owner, or customer do not fall within the classifications set forth in the District's connection fees and rates schedules, the General Manager shall interpret them to establish a reasonable classification and fee. In making such interpretations, the General Manager shall be guided by the policy of the District set forth herein.
2. Further, in the event that the applicant, owner, or customer does not concur in the determination of the General Manager, they may request that such be considered by the Board. Any such request shall be in writing and shall set forth detail and facts supporting the differences between the request of applicant, owner, or customer and the determination made by the General Manager. No such application shall be considered unless there is a specific and detailed request for action proposed by an applicant, owner, or customer setting forth the exact amount of fees that the applicant, owner or customer believes should be established and shall include supporting information. Preferably, such supporting information should be prepared and submitted by a registered civil engineer, experienced in the construction, operation, management and financing of municipal water and/or sewage facilities.

If approved by the Board, such decision shall be implemented by a special agreement between the applicant, owner, or customer and the District, including adequate guarantees and assurances of further or additional payment at such time as the proposed use of the property described in the application for such action by the Board is modified, changed, or amended, or the extent of the use of the applicant, owner, or customer exceeds that represented to District. The decision of the District in all instances shall be final, subject to administrative or judicial review, except as otherwise provided by law.

C. Payment of Connection Fees. (M-2036, M-3769)

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1. Water connection fees are paid at the time of application for service or when the request for meter installation is made. Water meters shall be installed within six months of the date payment is made, or the District may refund the fees and rescind the guarantee of service. (Ref. Resolution No. 1034).

Exception: Application for State Funding for construction of schools requires the establishment of fees as an early part of the contract process. The State funding process can sometimes take more than 12 months. Therefore, water meters shall be installed within a timely manner after the time of application and initial payment of fees in cases where proof of application for State Funding is provided to the District. If progress to completion of a school is delayed or suspended, the District may refund the fees and rescind the guarantee of service.

2. Sewer connection fees may be made concurrently with the water connection fees, or the customer may elect to pay sewer connection fees at any time prior to the installation of the water meter. Customers electing to pay sewer connection fees subsequent to water connection fees will be required to make both water and sewer connections no later than six months from the payment of the water connection fees.
3. For sewer-only customers, sewer connection fees must be paid prior to sewer connection.

§ 4054. Security Deposits. (M-1940, M-4019, M-4253, M-5033, M-5044, M-5131, M-5138)

- A. Deposits Collected Prior to July 1997. Deposits collected prior to July 1997 will be refunded at the end of a 12-month period from the date of deposit, provided the customer has established and maintained a satisfactory payment record, as outlined herein.
- B. Single-Family Residential Dwelling. (single, detached residential units)
 1. Residential Sewer-only Accounts (Effective 8/1/2016): At the time a customer starts service with the District, a soft credit check will be conducted utilizing the customer's social security number to determine the appropriate deposit amount to bill. If a customer refuses to provide their social security number, the maximum deposit amount for the account type will be billed to the customers. The deposit, an amount set from time to time by the Board of Directors, shall be collected and refunded in full to the customer 18 months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record, based on the following criteria:

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- a. No more than one delinquent charge per year.
 - b. No Returned Payments.
 - c. No Bankruptcy filed.
 - d. No discontinuations of service due to non-payment.
2. Terms for Billing of the Deposit: Customer may pay the required deposit in full, or the deposit may be billed to the customer account in minimum installments of \$50.00 until paid in full.
3. Water-only and Water/Sewer Accounts (Effective 8/1/16): Deposits may be collected for single-family dwelling customers, if any of the following events occur:
- a. The results of the soft credit check performed using the customer's social security number comes back as a Medium or High Risk.
 - b. A customer cannot provide a satisfactory payment history that covers a minimum period of 12 months from a previous utility (water, sewer, electric or gas only) company when initiating service with the Elsinore Valley Municipal Water District. Payment History Reference Letters must be provided by the due date of the first bill and will not be accepted after a deposit, or portion thereof, has been billed to the account. The utility account reported in the Payment History Reference Letter must be a current account, or have been terminated no longer than 6 months prior:
 - 1) No more than 1 delinquent charge per twelve (12) months of service.
 - 2) No Returned Payments.
 - 3) No discontinuations of service due to non-payment.
 - 4) No bankruptcies filed.
 - b. Does not initiate Auto Pay service and successfully maintain this service for a period of not less than 18 months.
 - c. Any customer that had previous service with the District for a minimum period of 12 months and meets the following criteria:
 - 1) No more than 1 delinquent charge per 12 months of service.
 - 2) Discontinuations of service due to non-payment.
 - 3) Returned Payments.

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- 4) Prior bad debt write-off.
- 5) A lien filed by the District.
4. Deposits may be collected on active accounts if any of the following events occur:
 - 1) Discontinuations of service due to non-payment.
 - 2) Payments returned for Non-sufficient funds, Stopped Payment, Closed Account, etc.
 - 3) Customer filed bankruptcy and reapplied for service (deposit to be held until account is closed).
5. The District does not pay interest on deposits. The deposit will be refunded in full to the customer 18 months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record. The deposit will be applied to the open account balance. If the result is a credit balance on the open account, then it will remain until depleted by future billings.
 - 1) No more than three delinquent charges.
 - 2) No returned payments.
 - 3) No bankruptcies filed.
 - 4) No discontinuations of service due to non-payment.
6. Upon closure of account, deposits will be applied to the customer's final billing and any remaining deposit amount in excess of \$10 will be refunded and mailed to the last known address on record. For balances less than \$10, the customer can formally request a refund within 12 months of closing the account. If a request is not received within 12 months, the remaining deposit of \$10 or less is forfeited and will be used to fund various programs including District Conservation Programs.
7. Customers that have had a previous or a current account with the District that reflects an unsatisfactory payment history are not eligible to waive the required deposit by providing a Payment History Reference Letter from another utility or by obtaining a credit bureau report. The customer will be required to pay a deposit or enroll in Auto Pay service.

8. The Board of Directors hereby grants the General Manager, or their designee, authority to collect an increased new account deposit if: (M-1889)

- a. Significant past bad debt write off has occurred
- b. Water/sewer usage exceeds the single-family average

Note: Deposit will be returned pursuant to Section 4054, Paragraph B, 6.

C. Non Single-Family Residential Deposits Guidelines.

1. The District will collect a deposit on all new applications for Commercial, Agricultural, Multifamily, Non-Governmental Landscape Irrigation and any other classification determined by the General Manager.
2. The amount of the deposit shall be equal to water, sewer and service charges anticipated for two billing cycles as calculated in accordance with the District's most current billing system and billed on the customer's monthly water/sewer bill over a three-month period.
3. Deposits will be collected on active accounts if any of the following events occur:
 - a. Customer fails to make sufficient payment in order to prevent discontinuation of service due to non-payment by the given due date and time.
 - b. Payments returned for Non-Sufficient Funds, Stopped Payment, Closed Account, or for similar reasons.
 - c. Customer has filed bankruptcy and reapplied for service with the District. In such cases, the District will hold the deposit until the account is closed.
4. The deposit may be increased on an account if the most recent seventy-five (75)-day billing amount average exceeds the seventy-five (75)-day billing amount average originally used to calculate the initial deposit.
5. The District does not pay interest on deposits. Deposits will be refunded in full to the customer eighteen (18) months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment record based on the following criteria:
 - a. No more than three (3) delinquent charges.

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- b. No returned payments.
 - c. No bankruptcies filed.
 - d. No discontinuations of service due to non-payment.
6. Upon closure of account, deposits will be applied to the customer's final billing and any remaining deposit amount in excess of \$10 will be refunded and mailed to the last known address on record. For balances less than \$10, the customer can formally request a refund within 12 months of closing the account. If a request is not received within 12 months, the remaining deposit of \$10 or less is forfeited and will be used to fund various programs including District Conservation Programs.

D. Calculation for Required Deposits.

1. Residential Sewer Only Accounts (*Effective 8/1/16*) – will depend on credit check results:
 - a. Low Risk: Deposit Waived
 - b. Medium Risk: \$100.00
 - c. High Risk: \$200.00
 - d. If a customer refuses to provide the social security number to have a credit check processed, the account will be assessed a \$200.00 deposit.
2. Residential Water Only Accounts (*Effective 8/1/16*) – will depend on credit check results:
 - a. Low Risk: Deposit Waived
 - b. Medium Risk: \$100.00
 - c. High Risk: \$200.00
 - d. If a customer refuses to provide their social security number to have a credit check processed, the account will be assessed a \$200.00 deposit.
3. Residential Water/Sewer Accounts (*Effective 8/1/16*) – will depend on credit check results:
 - a. Low Risk: Deposit Waived
 - b. Medium Risk: \$150.00
 - c. High Risk: \$250.00
 - d. If a customer refuses to provide their social security number to have a credit check processed, the account will be assessed a \$250.00 deposit.
4. Non Single-Family, Residential Accounts Water/Sewer
 - a. Deposit equal to 75 days of actual water/sewer.

b. Minimum Deposit of \$200.00

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E. Hydrant Meter Service Deposit. Customers will be assessed a deposit for hydrant meter service based on meter size.

a. 3" meter service - \$1,500.00

b. 6" meter service \$2,000.00

The deposit must be paid in full at time that service is requested.

§ 4055. Billing and Payments. (M- 2083, M-3617, M-5088)

A. Meter Reading. Water meters shall be read monthly.

B. Bills. Water and sewer bills may be addressed to the property owner or other person in possession of the premises served.

C. Billing Period - Water. Billing shall be monthly. All bills are due and payable upon receipt.

D. Billing Period - Sewer. Commercial sewer-only accounts all other sewer-only account classifications shall be billed monthly.

E. Billing of Separate Meters Not Combined. Separate bills will be rendered for each meter installation except where the District has, for its own convenience, installed two or more meters in place of one meter. Where such installations are made, the meter readings will be combined for billing purposes.

F. Delinquent Charge. A delinquent charge of \$5.00 or 5%, whichever is greater, will be applied to a customer account approximately 2 days following the due date of the bill if payment has not been received by the District.

G. Time of Payment. All payments for charges of this District shall be due and payable at the office of the District 21 days following the billing date. Any bills not paid within such period are considered delinquent.

H. Tender of Payment for Services. The District accepts cash, check, money orders, Auto Pay, debit card or credit card payments in satisfaction of obligations for services for amounts of \$9,999.99 or less. Payments for amounts of \$10,000.00 or greater must be made in the form of check, cash or money order only. No credit cards will be accepted for amounts greater than \$9,999.99.

1. The District accepts the following types of credit cards: Visa and MasterCard, American Express and Discover.

2. Customers paying with debit cards or checks will not be permitted to receive cash back.

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3. Only cash, money orders or credit card payments will be accepted to restore an account that has been discontinued for non-payment.

4. If a bill has been paid by a check, Auto Pay or by credit or debit card and the payment is returned by the bank or credit card company as unpaid, a "returned check" charge, to be established from time to time by the Board of Directors, will be applied to the account. The bill must immediately be paid in cash or by money order or service will be discontinued for non-payment. A deposit will be required if one has not already been assessed.

5. Auto Pay procedures and requirements:

a. Customers wishing to sign up for Auto Pay must do so by visiting the District's website at www.evmwd.com and click on "Customer" and then "My Account". The customer will need to sign up for "Online Bill Pay" and set up a "Payment Profile" utilizing a credit card or checking account to set up Auto Pay.

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b. Payments for the customer's monthly bill will be deducted automatically from the customer's checking account or credit card three days before the due date indicated on the customer's bill.

c. Customer accounts will be charged a fee for payments returned by a banking institution for non-sufficient funds due to lack of funds in the account or the account has been closed.

d. Customer accounts that incur 2 non-sufficient fund fees will be removed from Auto Pay and payments must be made by cash, money order or credit card for a minimum one-year period.

I. Complaints, Account Adjustments and Appeals.

1. A customer may initiate a complaint or request an investigation regarding a bill at any time before the due date of the bill. The complaint or request for investigation must be in writing. A timely complaint or request for investigation will be reviewed by a manager of the District, who will provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension or other alternative payment arrangement. The District may, in its discretion, review untimely complaints or requests for investigation.

2. Any customer whose timely complaint or request for an investigation has resulted in an adverse determination by the District may appeal the determination to the Board of Directors by filing a written notice of appeal with the District Secretary within ten (10) business days of the District's mailing of its determination. Upon receiving the notice of appeal, the District Secretary will set the matter to be heard at an upcoming Board meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Board is final.
3. When an account has been under-billed water and/or sewer charges, a charge will be calculated over a time period not to exceed 12 months from date of error discovery.
4. Exceptional cases will be presented to the Board when an adjustment is calculated over a time period greater than 12 months.

J. Extensions and Other Payment Arrangements.

1. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement. If a customer submits his or her request within ten(10) days after the District's mailing of the Service Interruption Notice, the request will be reviewed by a manager of the District.
2. If approved by the District, a customer's payment of his or her unpaid balance may be extended, amortized, or subject to an alternative payment schedule. The General Manager will determine, in his or her discretion, the terms and conditions of the extension or other payment arrangement. The customer must comply with approved payment arrangement and must remain current on all water service charges billed while the payment arrangement is in effect.
3. If a customer has been granted a payment arrangement and fails to:
(a) pay the unpaid charges by the extension date; (b) pay any amount due under a payment arrangement; or (c) fails to pay current water service charges, then the District may terminate water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least 48 hours prior to discontinuation of service.

§ 4056. Discontinuance of Service. (M-3617, M-4019, R-15-02-07, M-4669)

- A. Notice To Discontinue Service.** The person that originally initiated service will be held liable for all charges until the District is notified to discontinue service.

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- B. Discontinuation of Service for Non-Payment.** If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address. Failure to receive a bill does not relieve any customer of liability. Any amount due shall be deemed a debt to the District, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be fully liable for the amount.
1. If payment has not been received by the due date, the District will send a Service Interruption Notice to the customer's mailing address at least fifteen (15) days before discontinuation of water service. The notice will indicate the date that service will be discontinued, the payment amount required to prevent discontinuation, and the required payment to restore service if the service is discontinued, and other information required by law. A Delinquent Notice Fee will be assessed to the account.
 2. The District will also send a notice to the service address at least ten (10) days before discontinuation of water service if: (i) the District furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator is the customer of record; or (ii) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information from Service Interruption Notice, and will inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, subject to the District's terms and conditions of service.
 3. If the District furnishes water to residences through a master meter, the District will make a good faith effort, at least ten (10) days prior to termination, to notify the residential occupants that the account is in arrears and the service will be terminated on a date specified in the notice. The District will provide notice by: (i) mailing notices to each residential unit; (ii) posting notices on the door of each residential unit, (iii) if sending or posting the notice for each unit is impracticable or infeasible, posting two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures; or (iv) making some other good faith, reasonable effort to provide written notice to the occupants. The notice will be addressed to "Occupant," will include the information from the Service Interruption Notice, and will inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, subject to the District's terms and conditions of service.

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4. The District will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the premises of the customer in person or by telephone at least seven (7) days before discontinuation of service. The District will offer to provide in writing a copy of the Discontinuance of Service Policy to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an extension or other payment arrangement.
5. If the District is unable to make contact with the customer or an adult person living at the premises of the customer in person or by telephone, the District will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of the Discontinuance of Service Policy in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48) hours before discontinuation of service. A Delinquent Processing Fee, to be established from time to time by resolution of the Board of Directors, will be added to the account.
6. If payment has not been received by the District by the date noted on the Service Interruption Notice service will be discontinued, and a lock will be placed on the meter. Once the lock has been placed on the meter, in order to restore service, a Service Reconnection Fee, to be established from time to time by resolution of the Board of Directors must be paid in addition to the past due balance and any fines, fees or penalties that have been added to the account. Payment must be made in cash, money order or credit/ debit card. The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public.
7. Any attempt by a customer to restore service without prior authorization from District staff will result in the customer's account being assessed a Meter Lock Removal fine, to be established from time to time by resolution of the Board of Directors.
8. All prior balances on the account, including the Service Reconnection Fee, delinquent charges, fines, penalties, and deposit, if applicable, shall be paid before water service may be restored. Payment to restore service must be made with cash, money order or credit card payment only.
9. For residential customers who demonstrate a household income below 200 percent of the federal poverty line, the District will limit the Service Reconnection Fee during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150). These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021. The

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District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

- C. Non-Compliance with Regulations. The District shall have the right to discontinue sewer or water service to the premises of any customer for failure to comply with any rule and regulation of the District. A customer shall be entitled to a reasonable notice of the intent of the District to discontinue service for noncompliance with, or violation, or infraction of any rule and regulation and to a reasonable opportunity to comply therewith. However, no such notice need be given in those instances in which the non-compliance, violation or infraction by the customer has created, is creating, or is likely to create, on the customer's premises and/or in the water supply system of the District, conditions dangerous and detrimental to public health, safety and welfare. A Service Reconnection Fee may be required to restore service once the property has successfully complied with the District's standards.
1. Service may be refused or discontinued to any premises where apparatus or appliances are in use that might endanger District facilities or disturb the service to other customers.
 2. Service may be refused or discontinued to any premises where there exists a cross-connection in violation of State or Federal laws.
 3. Service may be discontinued, if necessary, to protect the District against fraud or abuse.
- D. Closed Accounts with Balance Owing. Reminder letters will be sent informing customers of an unpaid balance and the District's intent to pursue collections if the balance remains unpaid.
- E. Circumstances Under Which Service Will Not Be Discontinued. The District will not discontinue residential water service for nonpayment under the following circumstances:
1. During an investigation by the District of a timely customer dispute or complaint;
 2. During the pendency of an appeal to the Board of Directors; or
 3. During the period of time in which a customer's payment is subject to a District-approved extension or other payment arrangement, and

the customer remains in compliance with the approved payment arrangement.

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F. Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

1. The District will not discontinue water service if **all** of the following conditions are met:
 - a. The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; (annual recertification will be required)
 - b. The customer demonstrates that they are financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - c. The customer is willing to agree to an extension or alternative payment arrangement with respect to the delinquent charges.
2. For any customers who meet all of the above conditions, the District will offer the customer an extension or other alternative payment arrangement, to be selected by the District in its discretion. The District's General Manager will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the District's payment needs.
3. The customer is responsible for demonstrating that the conditions in subsection (1) have been met. Upon receipt of documentation from the customer, the District will review the documentation within seven (7) days and: (a) notify the customer of the alternative payment arrangement selected by the District and request the customer's signed assent to participate in that alternative arrangement; (b) request additional information from the customer; or (c) notify the customer that they do not meet the conditions in subsection (1).

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4. The District may discontinue water service if a customer who has been granted an extension or other payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amount due under the approved payment arrangement; or (c) to pay his or her current charges for water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.
5. Contact Information. For questions or assistance regarding a water bill, customers may contact the District's Customer Service staff at (951) 674-3146, Option 1. Customers may also visit the District's Customer Service desk in person Monday through Thursday, from 7:30am to 5:30pm and Friday from 7:30am – 4:30pm., except on District holidays.

§ 4057. Collections. (M-4019, M-4747)

Utility Receivables

All water and/or sewer accounts that have been voluntarily or involuntarily closed and have a balance remaining past the due date of the closing bill will be sent to an authorized collection agency for the purpose of collecting the outstanding balance. Any unpaid balances may be transferred between other existing water or sewer accounts for the same account holder.

- A. Eligible Accounts. All debt owed to the District is eligible for placement with an authorized collection agency without prior notice from the District to the party responsible for the debt.
- B. Suit. All unpaid rates and charges and penalties herein provided may be collected by means of a civil suit. If judgment is rendered in the District's favor, the District shall be entitled to the payment of its attorney's fees and court costs incurred in the lawsuit.
- C. Interest. The District may recover a reasonable rate of interest for any outstanding balances, from the due date of the balance until paid the date it is in full. The District shall be entitled to collection charges for any outstanding balance.
- D. Miscellaneous Receivables. Miscellaneous receivables are invoices related to Billable Work-Orders, Cost Reimbursements, Connection Fees, Property Leases, Developer Inspection Fees, Planning, and other types not related to customer water or sewer services.

All amounts owed to the District that is uncollected will be transferred to an existing water or sewer account.

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§ 4058. Exceptional Circumstances. (M-3617)

The Board of Directors authorizes the Director of Finance, or their designee, to review and approve exceptions to policies within this section for cases that demonstrate the need for special arrangements.

§ 4059. Liens. (M-4019)

As a municipal water district, the District reserves the right to place liens on any real property in any county within the State of California, or on the name of the responsible party, for any delinquent balance owed to the District in accordance with Water Code sections 72094, 72100, 72101, and 72102, as may be amended from time to time.

- A. Accounts Closed Voluntarily. Accounts maintained by the property owner and closed voluntarily and which remain unpaid 21 days after a final closing bill is sent to the customer of record's last known address shall have a lien placed on any real property, or on the responsible party's name within any county in the state of California for all outstanding balances and related fees. In addition, the District may place the unpaid balance on the tax roll in accordance with Water Code sections 72094 and 72100 as may be amended from time to time.
- B. Accounts Closed Involuntarily. Accounts maintained by the property owner and closed involuntarily due to non-payment, or other reasons, shall immediately have a lien placed on any real property or on the responsible party's name, within any county in the state of California for all outstanding balances and related fees.
- C. Responsibility of Charges. The owner of record during the time that the charges are posted to the account is liable for all charges associated with a lien placed by the District, including:
 - 1. Lien release fees equal to the amount charged by the County.
 - 2. Interest on the outstanding lien balance from the time the original balance is due until it is fully paid.
- D. Re-establishing Service. All outstanding account balances, interest and lien release charges must be paid in full prior to re-establishing service in the owner's name at the same, or different property within the boundaries of the District.

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- E. Invalid Liens. The District will immediately place accounts with a collection agency in cases that it was discovered that liens were placed after the owner has sold the property. In addition to the original balance and interest from the time the balance was due, the former account holder will be responsible for the lien release charge.
- F. Special Circumstances. Current accounts that have incurred a large amount of fines, or the owner that maintains the account has refused to pay any balance owed and the District may be placed in a position of incurring bad debt may have a lien placed against the property being served by the District until the balance associated with those charges is paid in full.

§ 4060. Accounts Requiring Property Owner Maintenance. *(M-4019, M-4253)*

In accordance with Water Code section 71618, property owners are required to maintain an account in cases where 1 or more bad debt issues have occurred within the past three years. Bad debt issues include but are not limited to unpaid accounts, late fees, and other outstanding charges.

- A. Property Transfer. The current property owner is required to maintain the account only if the bad debt issue(s) occurred while the property was under their ownership.
- B. Satisfaction of Previous Bad Debt. The required amount of time the owner must maintain the account can be eliminated if the owner satisfies all outstanding bad debt issues occurring on the property for the past 3 years, including appropriate interest and/or collection fees. Payments must be made by cash, money order or credit/debit card. No checks will be accepted.
- C. Accounts Recently Closed or Discontinued Due to Non-payment of Service. Owners are required to maintain the property account in cases where at least one bad debt issue has occurred or when the most recent account has been closed due to non-payment, or in the case of a new tenant establishing service, if the account is currently discontinued due to non-payment. The owner must maintain the account until the most recent account balance has been paid in full.
 - 1. An owner may choose to pay the balance of the most recent account in order to eliminate this requirement.
 - 2. The owner must pay the balance using cash, money order or credit/debit card. No checks will be accepted.
- D. Transferring From Owner To Tenant Responsibility. Owners must contact the District to verify and request the eligibility of transferring

responsibility for billing to the tenant once all requirements of this policy have been satisfied.

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§ 4061. Additional Accounts for Delinquent Customers

Additional services for existing accounts and additional accounts for new premises will not be activated for any customers that currently have any accounts in any stage of delinquency. All delinquencies must be brought current before additional services will be added to premises, or before customers are allowed to begin service at an additional premise or transfer their existing service to another premise.

§ 4062. Procedures for Occupants or Tenants to Become District Customers.

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This section applies when a property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a Service Interruption Notice due to nonpayment.

A. Agreement to District Terms and Conditions of Service. The District will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the District's rules and regulations, the District shall make service available to the occupants who have met those requirements.

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B. Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant must verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

C. Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

§ 4070. Utility Billing Inserts. (M-4646)

From time to time it is prudent to broadly disseminate public information to District Customers by inclusion of this information with the mailing of the

monthly utility bills. As a public agency, there are instances when this method can be utilized to assist in the broadcasting of public service announcements of other organizations. This policy is a guide for determining appropriate parameters for information included in EVMWD's customer bills.

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A. Eligibility.

1. Organizations within EVMWD's service area sponsoring community events that have an impact on the education and betterment of the communities served by the District.
2. Any non-profit, community, professional, charitable, professional or youth organizations that support EVMWD's mission to promote education and community interaction with District customers.
3. Public Service agencies with programs focused on protecting or promoting public health and safety, environmental stewardship, conservation, or those needing to communicate emergency response messages or crucial information.

B. Requirements.

1. Bill inserts of outside organizations are limited to one insert per month, and EVMWD inserts are first priority.
2. Eligible organizations must request the opportunity to provide a billing insert at least two months prior to the scheduled bill distribution. (Excluding public emergency situations)
3. Inserts must be of a particular size and fold. Eligible organizations are responsible for obtaining information about specifications of the billing vendor from the Customer Service Manager or their designee.
4. The insert cannot contain any politically motivated information, reference to games of chance, lottery, gambling or any illegal activity, distasteful or unprofessional language, discriminatory language or language contrary to the mission or regular conduct of business of the District.
5. The Legislation, Conservation and Outreach Committee must approve requests and the content of inserts.
6. EVMWD and/or its customers will not fund costs associated with the printing and distribution. Inserts must clearly indicate that all costs associated with the printing and distribution of the insert is funded by the alternative organization.

7. An organization may only include an insert in a circulation of customer bills once per 12-month period.
8. The exact per page inserting fee charged by the District's bill producing vendor must be paid by the requesting organization prior to the service being provided.
9. Additional postage required as a result of the insert must be paid by the requesting organization prior to the mailing.
10. Once the content is approved, the requesting organization is responsible for printing, folding and delivering the inserts to the District's bill producing vendor within the deadline provided by the vendor in order to allow reasonable time for the inserting to be performed.
11. Utility Bill mailing schedules will not be changed to accommodate inserts.

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~~SECTION 5000. RULES & REGULATIONS FOR THE USE OF RECYCLED WATER~~ *(MO #3765)***~~§ 5001. Policy.~~**

~~The Rules establish procedures for the distribution and use of recycled water by EVMWD within the District's designated Recycled Water Use Areas. Because recycled water is considered unsafe for human consumption, it is important that the Rules contain provisions; which will minimize or eliminate the possible misuse of recycled water. The Rules govern the distribution and use of recycled water for landscape irrigation and other permitted non-potable uses.~~

~~The Rules and Regulations shall be interpreted according to the purpose and policy of the Rules and the definitions set forth in Section 2 therein. The Rules and Regulations for the Use of Recycled Water are hereby incorporated by reference. To the extent the Rules depend upon or incorporate Title 22, any amendment thereto shall be incorporated by reference in the Rules accordingly.~~

~~Recycled water may only be used in approved areas. District approval of any proposed use area will be contingent upon regulatory agency approval as required. Only those use areas specified in the Permit are approved use areas. The use of "gray water" is expressly excluded from the Rules.~~

BORREGO WATER DISTRICT



PERSONNEL POLICY MANUAL

**Revised
September 11, 2023**

PERSONNEL POLICY MANUAL: TABLE OF CONTENTS

Effective: September 11, 2023

Supersedes: March 1, 2018

page 1 of 3

BORREGO WATER DISTRICT'S GREETING 5

INTRODUCTION

Mission Statement	6
Scope and Purpose of this Manual	7
Values Statement	8

POLICIES

EMPLOYMENT

#102	EQUAL EMPLOYMENT OPPORTUNITY	9
#104	EMPLOYMENT AT WILL & ACKNOWLEDGMENT	10
#106	HIRING NEW EMPLOYEES	12
#108	TRIAL SERVICE PERIOD	14
#110	NEW EMPLOYEE ORIENTATION	15
#112	CATEGORIES OF EMPLOYMENT	16
#114	STANDARDS OF CONDUCT	17
#115	PERSONAL APPEARANCE	18
#116	ANNIVERSARY DATE	19
#118	JOB DESCRIPTIONS	20
#120	PERFORMANCE APPRAISAL	21
#122	PERSONNEL FILES	22
#124	ATTENDANCE AND PUNCTUALITY	24
#126	WORKHOURS/BREAKS/MEAL PERIODS	25
#132	CERTIFICATION, LICENSING AND OTHER REQUIREMENTS	27
#134	IMMIGRATION REFORM AND CONTROL ACT	28
#136	EMPLOYMENT OF RELATIVES	29
#138	EMPLOYMENT VERIFICATION	30
#140	DRIVER'S LICENSE/DRIVING RECORD	31
#142	COMPLAINT PROCEDURE	32
#144	TERMINATION OF EMPLOYMENT (Voluntary and Involuntary)	33
#148	AMERICANS WITH DISABILITIES ACT	35
#152	NON-HARASSMENT	37

PAYROLL PROCEDURES

#200	PAYMENT OF WAGES	40
#202	OVERTIME	42
#204	ON CALL/DUTY OFFICER	43
#206	CHANGES IN PERSONAL DATA	44

PERSONNEL POLICY MANUAL: TABLE OF CONTENTS

Effective: September 11, 2023

Supersedes: March 1, 2018

page 2 of 3

BENEFITS

#300	EMPLOYEE BENEFITS	45
#302	HEALTH INSURANCE	46
#306	RETIREMENT SYSTEM/SOCIAL SECURITY	47
#308	BONUS PLAN	48
#310	EDUCATIONAL OPPORTUNITIES	49
#312	HOLIDAYS	50
#314	VACATION	51
#316	SICK LEAVE	52
#318	DEFINED CONTRIBUTION (457) PLAN	53
#320	WORKERS' COMPENSATION	54
#321	COBRA INSURANCE	55
#322	UNEMPLOYMENT INSURANCE	56
#324	UNIFORMS	57

ABSENCES

#400	LEAVES OF ABSENCE	58
#402	MEDICAL LEAVES OF ABSENCE	59
#404	STATE DISABILITY INSURANCE	66
#410	BEREAVEMENT LEAVE	67
#412	JURY DUTY/WITNESS LEAVE	68
#414	MILITARY LEAVE	69
#418	OTHER LEAVE	70
#419	RETURN TO WORK (RTW)	71

GENERAL POLICIES

#500	CUSTOMERS AND PUBLIC RELATIONS	76
#502	SOLICITATION AND DISTRIBUTION	77
#504	CONFLICT OF INTEREST/CODE OF ETHICS	78
#506	PERSONAL TELEPHONE CALLS	79
#508	OUTSIDE EMPLOYMENT	80
#510	CELLULAR TELEPHONES	81
#511	ELECTRONIC COMMUNICATIONS	82
#512	CARE OF EQUIPMENT/BWD VEHICLES	92
#514	STAFF EXPENSE REIMBURSEMENT	93
#516	CONTACT WITH THE MEDIA	95
#518	COMPUTER SOFTWARE LICENSING	96
#520	REFERENCE CHECKS	97

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY MANUAL: TABLE OF CONTENTS

Effective: September 11, 2023

Supersedes: March 1, 2018

page 3 of 3

SAFETY IN THE WORKPLACE

#600	SAFETY	98
#601	ERGONOMICS	99
#602	WORKPLACE SEARCHES	100
#604	WORKPLACE VIOLENCE	101
#606	SMOKING IN THE WORKPLACE	102
#608	CONCEALED WEAPONS	103
#610	IN AN EMERGENCY	104
#612	SUBSTANCE ABUSE	105
	PERSONNEL POLICY ACKNOWLEDGMENT AGREEMENT	106

BORREGO WATER DISTRICT (BWD)

WELCOME TO BORREGO WATER DISTRICT

Effective: November 1, 2016

Supersedes: July 1, 2011

page 1 of 1

Whether you are an existing employee, or a new one, working for the District provides exceptional challenges and rewards, but, at times can be overwhelming. This Personnel Policy Manual has been developed to help you become familiar with the Borrego Water District (BWD) and answer many of the questions you may have as you face the situations that arise during the course of your employment.

As an employee of BWD, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality services to our customers and to do this as efficiently and effectively as possible.

You are an important part of this process as your work directly influences our District's reputation.

We are glad you have joined us, and we hope you will find the workplace and your fellow employees are of high caliber that enhances your career and supports your efforts to meet the service goals of our District. Should you have any questions regarding this manual, you are encouraged to bring them to the attention of your supervisor or Human Resources.

The Board of Directors and District management extend congratulations and our appreciation for your past and present efforts, and look forward to your continuing contribution to the quality service and work product which is the cornerstone of our role in the community.

BORREGO WATER DISTRICT (BWD)

INTRODUCTION: MISSION STATEMENT

Effective: January 1, 2009

Supersedes: None

page 1 of 1

The Mission of the Borrego Water District is to preserve and conserve its priceless resource so as to reverse the overdraft of the Borrego Valley while at the same time to provide quality water and sewer service in an efficient, cost effective manner while providing a high level of customer satisfaction.



BORREGO WATER DISTRICT (BWD)

INTRODUCTION: SCOPE AND PURPOSE OF THIS MANUAL

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

At the Borrego Water District (BWD), we realize that any successful business enterprise requires working conditions where both management and employees are aware of each other's general expectations.

We believe the information in this manual will address questions relating to your day-to-day relationships as an employee of BWD and provide general guidelines in personnel matters.

The personnel rules, policies, procedures and benefits in this manual are intended to cover all employees of BWD with exceptions noted for temporary employees, part-time employees and those contracted employees who have a written contract with BWD.

All employees will receive a copy of this Personnel Policy Manual.

This Personnel Policy Manual contains information about the employment policies and practices of BWD. The policies outlined in this Personnel Policy Manual should be regarded as management guidelines only, which in a developing business will require changes from time to time. BWD retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and BWD. BWD also retains the right to change or revoke any part of this Personnel Policy Manual without prior notice, except for the policy of employment-at-will which can only be changed in a formal written contract signed by the employee and the General Manager of BWD. This Personnel Policy Manual supersedes and replaces any and all prior Personnel Policy Manuals/Employee Handbooks and verbal or written policy statements. No oral statements or representations can change the provisions of this Personnel Policy Manual.

The provisions of this Personnel Policy Manual are not intended to create contractual obligations with respect to any matters it covers. Nor is this Manual intended to create a contract guaranteeing employment for any specific time period.

This Personnel Policy Manual refers to current benefit plans maintained by BWD. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. In the event of a conflict between the benefit descriptions in this Personnel Policy Manual and the terms of the plan as stated in the plan documents, the plan documents will control.

Since it is impossible to foresee every situation that may arise, the benefits and obligations of employment have been deliberately set forth in broad terms to allow for flexibility. Each individual's needs and problems are unique and require management discretion. Accordingly, treatment or action in particular cases may vary from these general guidelines.

Summary – Please read this manual carefully and keep it handy for future reference. If you have a question about a policy contained in this manual, or in the absence of a written policy, contact your supervisor or HR.

We hope your employment with the Borrego Water District will be both pleasant and rewarding.

BORREGO WATER DISTRICT (BWD)

INTRODUCTION: VALUES STATEMENT

Effective: January 1, 2009

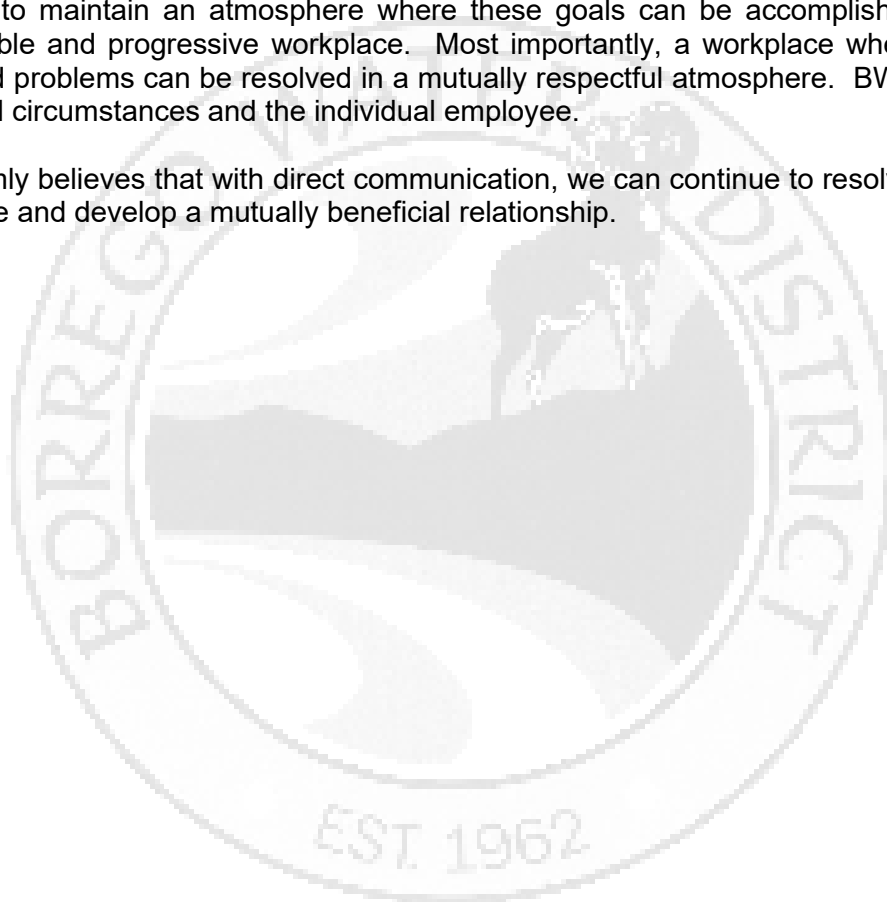
Supersedes: January 1, 2005

page 1 of 1

BWD is committed to providing the best possible climate for maximum development and goal achievement for all employees and to treat each employee as an individual. BWD seeks to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, BWD provides a comfortable and progressive workplace. Most importantly, a workplace where communication is open and problems can be resolved in a mutually respectful atmosphere. BWD takes into account individual circumstances and the individual employee.

BWD firmly believes that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #102: EQUAL EMPLOYMENT OPPORTUNITY

Effective: January 1, 2018

Supersedes: January 1, 2015

page 1 of 1

It is the continuing policy of BWD to provide equal employment opportunities for all individuals who have the necessary qualifications with respect to recruitment, hiring, performance appraisal, promotion, training, termination, compensation, or other personnel-related activities regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

Borrego Water District holds every member of management responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

Any employee who believes he/she has been unlawfully harassed, or has any other complaint under this policy, should bring the matter to the attention of supervision immediately, and provide a full and accurate report of the underlying facts. Employees are urged to report first to their immediate supervisor, but this is not required if the employee feels uncomfortable doing so or if the employee believes his/her supervisor is violating this policy. In all cases, employees are free to report such problems directly to any supervisor of BWD, Human Resources or the General Manager.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #104: EMPLOYMENT AT WILL

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 2

It is the policy of BWD that employees who do not have a written, employment contract with the District for a specific fixed term of employment, which has been signed by the General Manager of BWD and the employee, are employees "at-will"

- This means that, during the course of employment, employees are free to leave BWD at any time for any reason. BWD reserves a similar right. In other words, both the employee and BWD have the right to terminate the employment arrangement at any time, with or without cause or prior warnings. This is called "employment-at-will" and this agreement supersedes all other agreements and understanding concerning termination. No one other than the General Manager of BWD has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time or to make any amendment to this policy. Furthermore, any such change in this "at-will" agreement must be in a formal written contract and must be signed by the District's General Manager and by the affected employee.
- From time to time, BWD expects to grant pay raises, bonuses, promotions, commendations, and other rewards for good performance. Supervisors might make statements about the future of BWD and its employees, but these are not to be construed as an implied limitation on the right to "terminate-at-will". No BWD representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy. Supervisory and management personnel are not authorized to make any representations to employees or applicants concerning the terms or conditions of employment with BWD which are not consistent with BWD policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the "at-will" nature of employment or imply that discharge will occur only for cause.
- This policy may not be modified by any statements contained in this manual or any other Personnel Policy Manuals/Employee Handbooks, Employment Applications, recruiting materials, BWD memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment. Similarly, BWD policies and practices with respect to any matter are not to be deemed to create any contractual obligation on BWD's part or to state in any way that termination will occur only for "cause". Statements of specific grounds for termination set forth in this manual or in any other BWD documents are examples only, not all-inclusive lists, and do not modify any employee's at will status.
- At the time of hire, employees are required to sign a written statement acknowledging that they are employees "at-will" and their employment is subject to termination at any time for any reason, with or without cause or prior warnings.

BORREGO WATER DISTRICT (BWD)

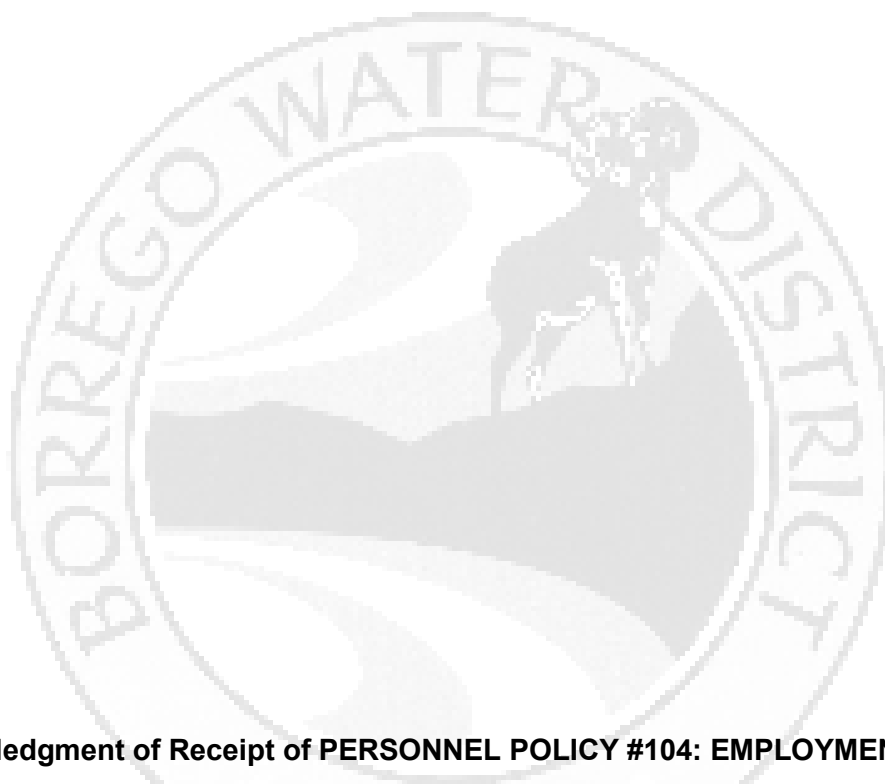
PERSONNEL POLICY #104: EMPLOYMENT AT WILL

Effective: January 1, 2009

Supersedes: January 1, 2005

page 2 of 2

- Satisfactory completion of the Trial Service period and/or obtaining regular status does not guarantee employment for any specific duration or change an employee's status as an "employee-at-will" or in any way restrict BWD's right to terminate the employment of such an employee or change the terms or conditions.



Acknowledgment of Receipt of PERSONNEL POLICY #104: EMPLOYMENT AT WILL

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the BWD and myself concerning the duration of my employment. It supersedes all prior agreements, understandings and representations concerning the duration of my employment.

Employee's Signature:_____

Date:_____

PERSONNEL POLICY #106: HIRING NEW EMPLOYEES

Effective: March 1, 2018

Supersedes: January 1, 2018

page 1 of 2

Responsibilities of Management

Managers, upon written approval from the General Manager, may hire employees consistent with their department needs and the high standards set for employees of BWD. A manager may not increase the hours of existing non-exempt employees or hire additional staff beyond their approved staffing levels.

Hiring Considerations

It is BWD's policy to fill vacancies with qualified individuals, whether presently employed by BWD or a new hire from outside the District. To be considered for a position with BWD, applicants must possess a High School diploma or GED. BWD may post available positions internally but is not required to do so.

Members of an immediate family member will be considered for employment by BWD based on the same conditions that are required on all other applicants subject to BWD's policy on the employment of relatives. See Personnel Policy #136.

Resumes/Referrals

BWD assumes no obligation to respond to unsolicited resumes or to retain them on file. HR is responsible for handling the resumes and referrals received appropriately.

Interviewing Applicants

Employment applications or resumes will be accepted only for specific jobs in which openings exist. The department manager is responsible for interviewing qualified applicants for placement in his/her department. Fair and impartial consideration will be given to all applicants without regard to actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age genetic information, sexual orientation preference, or veteran/military status as those terms are defined by law.

Investigation of Applicants

Prior to hiring, HR will verify references and perform a background check, which include work record, education and all supporting information on applicant's application form.

Required Documents

Each applicant who is offered a position must complete or present for verification the following documents as a condition of employment:

1. Employment Application Form:

An employment application must be completed in its entirety and signed prior to beginning employment with BWD to allow proper verification of applicants work record, education and all supporting information on the employment application form.

PERSONNEL POLICY #106: HIRING NEW EMPLOYEES

Effective: March 1, 2018

Supersedes: November 1, 2016

page 2 of 2

2. INS Form I-9: (Proof of legal ability to work in the United States)

As a condition of employment, all new employees must establish their identity and right to work in the United States by (1) providing documentation that establishes both their identity and employment authorization (INS Form I-9 "List A" documents) or (2) provide documentation that separately establishes their identity (INS Form I-9 "List B" documents) that separately establishes their identity (INS Form I-9 "List B" documents) and their employment authorization (INS Form I-9 "List C" documents). This form must be completed and proof provided by the employee no later than the first day of employment. The employee's INS Form I-9 will be placed in a special file separate from the employee's personnel file.

3. Form W-4 (Tax Withholding):

All new employees are required to complete a Form W-4 immediately and return it to HR. If HR does not have this form on or before payroll processing, withholdings will be processed at the highest "single" rate with "0" dependents.

4. Personnel Policy Acknowledgements:

As part of BWD's employment practice, the following personnel policies are to be reviewed by each new employee and a signed copy of the acknowledgement form will be placed in his/her personnel file. Refusal to sign the below acknowledgments will result in withdrawal of the job offer.

- "Employment-At-Will"
- Injury Illness Prevention Plan
- Personnel Policy Manual
- Vehicle Safety Program

5. Employee Personal Information:

All new employees are required to complete a personal information form, which provides emergency contact information.

6. Vehicle Safety Program/DMV Records

All new employees are required to complete the Vehicle Safety Program and Authorization for Release of Driver Record Information forms. The DMV will send a driver record report on each employee enrolled in this program at least once every 12 months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action taken against his/her driving privilege during employment.

All personnel documents are maintained in the Human Resources Department on a confidential basis, available only to authorized management personnel on a need to know basis.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #108: TRIAL SERVICE PERIOD

Effective: January 1, 2018

Supersedes: January 1, 2009

page 1 of 1

The BWD recruits carefully and believes that it is hiring the best employee for each position. It is, however, to both the District's and the employee's advantage to have an initial period of employment in which the employee has time to appraise BWD and job requirements, and the BWD has a similar opportunity to appraise the employee's job performance. Thus, the BWD has established a Trial Service Period of 180 days (6 months).

The supervisor will meet with the employee midway through the Trial Service Period (90 days) to review his/her progress and provide feedback to the employee on how he/she is doing in relation to performance required. A final review will then be made at the conclusion of the Trial Service Period. At BWD's discretion, the Trial Service Period may be extended one or more times. During the Trial Service Period, and during the entire course of an employee's employment with BWD, BWD or the employee may terminate the employment relationship, with or without cause and with or without prior notice. Since BWD is an "at-will" employer, successful completion of the Trial Service Period does not assure the employee of continued employment for any length of time, nor does it limit the right of either party to terminate employment at any time, with or without cause or advance notice.

Subsequent reviews are performed annually, on the anniversary of the employees hire date.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #110: NEW EMPLOYEE ORIENTATION

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Upon joining the BWD new employees will be asked to complete personnel, payroll and benefit forms. He/she will also be given a copy of this Personnel Policy Manual. After reading this manual, employees must sign the receipt page and return it to HR for placement in his/her personnel file.

During your first week of employment, you will receive an orientation designed to furnish you with information regarding BWD history, work environment and other factors BWD believes will contribute to a successful employer-employee working relationship. The orientation is conducted during regular office hours and the time is counted towards the 40-hour weekly requirement for calculating overtime pay, if applicable.

GENERAL INFORMATION

Parking – Free parking facilities are available to employees. You are required to park within the designated areas. BWD is not responsible for loss, damage or theft of your vehicle or its contents.

Personal Property – BWD is not responsible for loss or damage to personal property. Valuable items, such as purses and all other valuables should not be left in areas where theft might occur.

Lunch Area – A lunch area is available for your use. Although BWD provides general custodial care, you are expected to clean up after eating. This lunch area should be kept clean for the next person's use.

Bulletin Board – Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

PERSONNEL POLICY #112: CATEGORIES OF EMPLOYMENT

Effective: November 1, 2016

Supersedes: January 1, 2009

page 1 of 1

FULL-TIME EMPLOYEES are regularly scheduled to work a 40-hour workweek.

PART-TIME EMPLOYEES are regularly scheduled to work less than 40 hours per workweek.

Regular Employees: Every employee who successfully completes the 180-day Trial Service Period will be considered a regular employee and will be employed with BWD so long as the employment is mutually satisfactory to both the employee and BWD. Employment may be terminated at any time for any reason by either the employee or BWD. Regular employees are entitled to the BWD benefits described in this Personnel Policy Manual, provided they meet the eligibility criteria for each specific benefit plan.

Part-Time, Temporary Employees and Independent Contractors: BWD retains the right to employ persons on a part-time or temporary basis and to retain independent contractors as needed, and to determine the extent to which such employees are subject to the policies set forth in the Personnel Policy Manual. Unless otherwise stated in writing, part-time and temporary employees, and independent contractors, are not subject to the terms of this Personnel Policy Manual.

Exempt and Non-Exempt Employees: All employees will also be classified as either exempt or non-exempt based upon whether they are covered by various wage and hour laws. Each employee will be advised of his or her status upon placement in a particular job classification.

Non-Exempt Employees: Non-exempt employees are those who are covered by either federal or state wage and hour laws and who are entitled to overtime pay as required by the applicable federal and state law.

Exempt Employees: Exempt employees are those who are not covered by federal or state wage and hour laws because of their duties and compensation. Exempt employees are not entitled by law to overtime pay. Most exempt employees are employed in managerial, administrative, or executive capacities on a salary basis.

Your employment classification will be identified during the interview process and again upon hire and acceptance of BWD's offer letter of employment.

PERSONNEL POLICY #114: STANDARDS OF CONDUCT

Effective: January 1, 2018

Supersedes: November 1, 2016

page 1 of 1

For the safety and well being of all BWD employees and to ensure order and efficiency in the operation of BWD's business, all employees must follow certain rules and standards of conduct. The following is an outline of BWD's expectations of employee conduct and performance in the work environment:

Employees are expected to perform to his/her position's responsibilities by:

- Reporting to work on time, prepared to work;
- Familiarizing themselves with all pertinent information available to execute his/her job responsibilities (work schedules, assignments, procedure manuals, etc.);
- Observing rules and regulations, both general and departmental;
- Being constructive (part of the solution, not part of the problem); and
- Thinking ahead and be willing to share suggestions to make the job more efficient.

Co-Worker Relations - Strained relations between co-workers make an easy job hard. Avoid such hard work by treating fellow employees as you would have them treat you by:

- Performing your job well;
- Being pleasant and reasonable;
- Being prepared to give as well as receive help;
- Paying attention to the details as well as the major aspects of each job; and
- Leaving work areas, equipment, supplies, etc. as you would like to find them - - clean, orderly and put in the proper places.

The following may result in disciplinary action, up to and including discharge:

- Violation of BWD's policies or safety rules;
- Insubordination;
- Unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in BWD activities or in BWD vehicles;
- Unauthorized possession, use or sale of weapons, firearms or explosives on work premises;
- Theft or dishonesty;
- Physical harassment or sexual harassment
- Disrespect toward fellow employees, visitors or other members of the public;
- Performing outside work or use of BWD property, equipment or facilities in connection with outside work while on BWD time;
- Poor attendance or poor performance.

*Also see Personnel Policy #144

These examples are simply illustrative and do not list every imaginable form of misconduct. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Disciplinary action may, or may not, include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by BWD. BWD does not guarantee that one form of action will necessarily precede another. Also, progressive discipline is left to the sole discretion of BWD and nothing in this Personnel Policy Manual requires BWD to issue a warning or suspension prior to discharging any employee.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #115: PERSONAL APPEARANCE

Effective: January 1, 2009

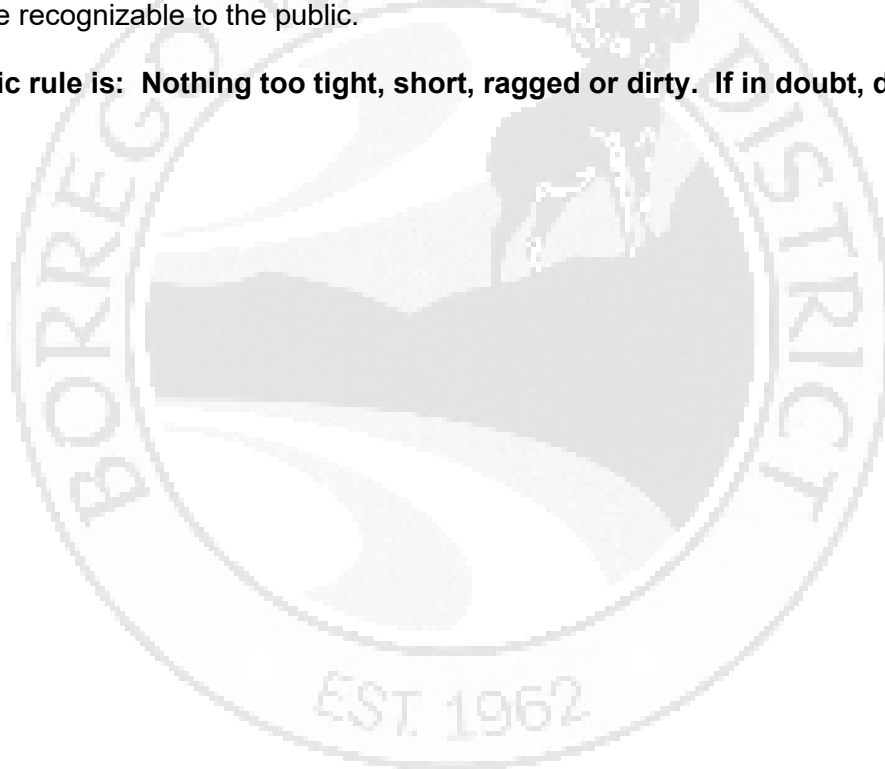
Supersedes: None

page 1 of 1

While BWD has no formal dress code, it is expected that you will dress in a manner consistent with good business practices.

- Professional clothing is not required on a daily basis. (Coats, ties, dresses, nylons, etc.)
- Professional clothing should be worn on days when professional contact is expected. (Board meetings, Committee meetings, Seminars, etc.)
- Outside Crew Staff to wear uniforms supplied by BWD, in order to ensure safety needs and be recognizable to the public.

The Basic rule is: Nothing too tight, short, ragged or dirty. If in doubt, don't wear it!



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #116: ANNIVERSARY DATE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Your first day of employment with BWD will be recorded as your anniversary date. This date is used to determine the end of your Trial Service Period, insurance and CalPERS Retirement Program eligibility and vacation/sick accruals.

If you have any questions regarding your anniversary date, please see your supervisor or HR.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #118: JOB DESCRIPTIONS

Effective: November 1, 2016

Supersedes: January 1, 2015

page 1 of 1

The purpose of a job description is to explain the purpose of the job, identify the tasks, essential functions, duties and responsibilities of the position and establish the level of knowledge, skills and abilities needed to perform the job.

A job description will be prepared for each new position by the supervisor in charge and approved by the Department Manager and Human Resources before the position may be filled.

Job descriptions for existing positions will be reviewed and updated periodically by the supervisor, Department Manager and Human Resources, along with input from the employee in the position. This is generally, but not necessarily, accomplished:

- Once every year at the time when the performance evaluation is prepared;
- When the position becomes vacant prior to recruiting; and/or
- As needed due to modification of or change in duties.

The original employee signed job description will be kept in his/her personnel file and will be given a copy for his/her records. BWD reserves the right to update employee's job descriptions, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #120: PERFORMANCE APPRAISAL

Effective: January 1, 2018

Supersedes: November 1, 2016

page 1 of 1

BWD believes that its employees need and are entitled to feedback on their performance. Employees need to be told when they meet and maintain set standards for job performance and behavior. Conversely, they need feedback when they do not meet and maintain District standards for job performance and behavior.

Supervisors will review employee's performance three times in the first year of employment. The first one midway through the Trial Service Period (90 days), second at the end of the 180-day Trial Service Period, and the third one on the anniversary of the employee's hire date. Appraisals will then continue to be performed annually on the anniversary of the employees hire date.

In addition to regular employee job performance appraisals, special written reviews may be completed as a result of promotion, demotion or transfer to a new position, when deemed appropriate by the supervisor.

Appraisals will be reviewed by Human Resources and the General Manager prior to giving the evaluation to the employee.

Following discussion of the written review with the respective supervisor, the employee will be given the opportunity to comment as well as to add written remarks to the evaluation form.

Any exception to the evaluation made by the employee should be exercised no later than 30 days from the date of the performance appraisal and, if unresolved after discussion with the supervisor, may be directed to a grievance review.

PAY RAISES

Depending on performance, adjustments in pay may be made when there has been an improvement in or sustainment of an already good performance during the review period. Attainment of additional licenses/certificates will be given extra consideration when determining each merit increase.

Cost allowance increases are considered annually by the Board of Directors during the budget process.

PROMOTIONS

We believe that career advancement is rewarding for both the employee and BWD. We will promote qualified employees to new or vacated positions whenever possible.

Job openings may be posted in-house and/or announced verbally. If you are interested in applying for one of these positions, notify Human Resources.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #122: PERSONNEL FILES

Effective: November 1, 2016

Supersedes: January 1, 2009

page 1 of 2

BWD maintains confidential personnel records for each employee.

BWD tries to balance each individual's right to privacy with the need to obtain, use and retain employment information. Personnel records contain information needed by BWD to conduct its business or which is required by federal, state or local law. This information normally includes, but is not necessarily limited to the following:

- Employment Application forms
- Signed acknowledgments
- Performance Appraisals
- Letters of Commendation
- Educational/Training records
- Disciplinary records
- Termination letters

Employees have a responsibility to keep their personnel records up to date and are asked to notify Human Resources promptly in writing of any changes in the following:

- Name, Address and Telephone number
- Marital status (for benefits and tax withholding purposes only)
- Number of dependents
- Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only)
- Beneficiary designations for any of the District's insurance and retirement plans
- Person to be notified in case of emergency

Human Resources will review personnel records periodically to insure that they contain information relevant to each individual's employment with BWD.

Employees are allowed to review their own personnel records in the presence of a District representative on BWD premises and at a mutually convenient time. A written request to do so should be directed to HR who will then schedule a time for the inspection. Employees will be permitted to see any records regarding their qualification for employment, promotion, wage increases or discipline. Exceptions include records regarding criminal investigation and any letters of reference maintained by BWD. Employees will be allowed to have a copy of any document they have signed relating to their employment.

Employees, who after reviewing their own personnel file, feel that any material is inaccurate or irrelevant, may place a written statement of disagreement in the file.

Employees are prohibited from inspecting any personnel files except their own, unless they have a legitimate managerial need to know the information in the other files. Examples of individuals who may have a legitimate managerial need to inspect personnel records include, but are not limited to,

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #122: PERSONNEL FILES

Effective: November 1, 2016

Supersedes: January 1, 2009

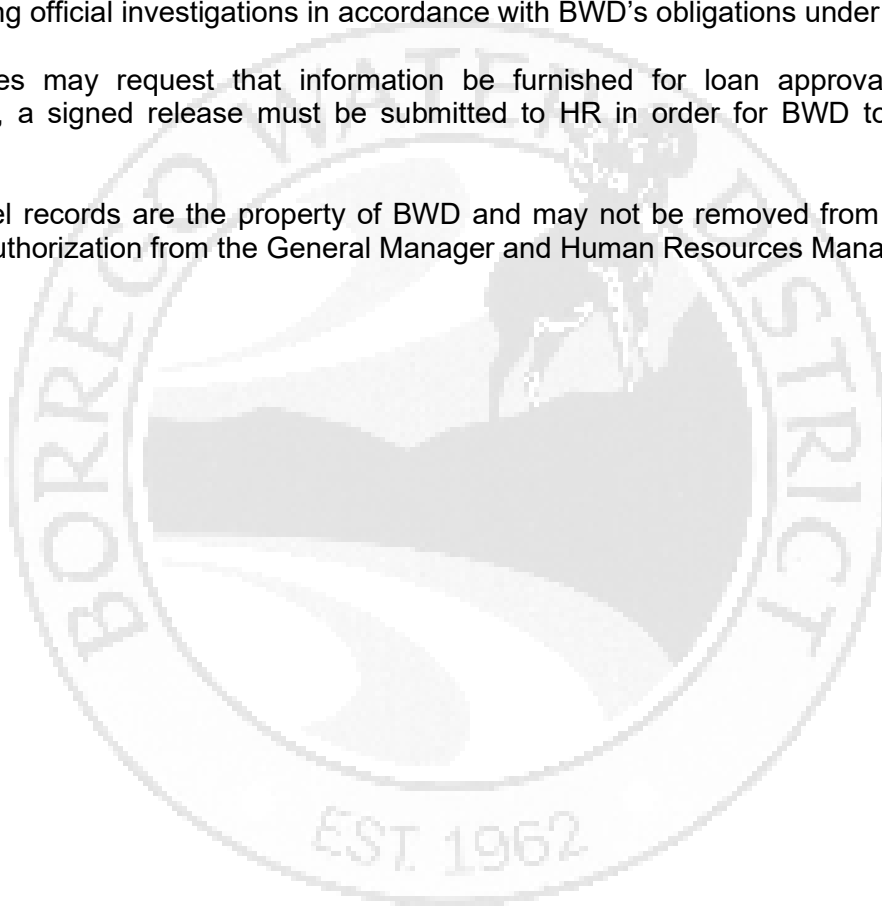
page 2 of 2

the General Manager, Human Resources and any department manager who is considering an employee for promotion, transfer, or other personnel action.

Disclosure of personnel information to outside sources will be limited. However, BWD will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations in accordance with BWD's obligations under applicable law.

Employees may request that information be furnished for loan approval or other purposes. However, a signed release must be submitted to HR in order for BWD to comply with such a request.

Personnel records are the property of BWD and may not be removed from the premises without written authorization from the General Manager and Human Resources Manager of BWD.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #124: ATTENDANCE AND PUNCTUALITY

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Attendance and punctuality are important factors for success within BWD. Working as a team requires that each person be in the right place at the right time.

Tardiness – Employees are expected to arrive and be ready for work at the start of their assigned work shift. Employees expecting to be late 15 minutes beyond the normal start time of their work shift should notify their supervisor as early as possible. The employee must explain the reason for the lateness and advise his/her supervisor of the expected time of arrival.

For non-exempt employees, tardiness will result in a reduction in the amount of time worked and a commensurate reduction in wages paid for that day. Excessive tardiness may be the basis for disciplinary action, up to and including termination.

Absenteeism – The success of BWD depends upon an efficient working environment and the smooth uninterrupted operation of all departments. It is essential that employees' attendance be regular and punctual. Excessive or prolonged unexcused absences may be cause for disciplinary action up to and including termination. Three (3) or more unexcused absences during any six (6) month period may be deemed excessive.

Any employee finding it necessary to be absent must personally notify his/her supervisor as soon as possible, but no later than the start time of their shift on the day of the absence. When notifying their supervisor, employees are to provide the reason for the absence and expected duration whenever possible. Should the supervisor not be available, the employee should call a contact person within the department designated by their supervisor. BWD does not allow the use of voice mail or calling non-designated employees when calling in an absence.

Personal issues requiring time away from work, such as doctor's appointments or other matters, should be scheduled during non-working hours if possible.

Failure to properly notify a supervisor of an absence constitutes an unexcused absence. Unexcused absences may be reason for disciplinary action, up to and including termination.

Any employee absent, without notice to BWD for 3 consecutive days, may be considered to have voluntarily terminated employment with BWD.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #126: WORK HOURS/BREAKS/MEAL PERIODS

Effective: November 1, 2016

Supersedes: July 1, 2011

page 1 of 2

Workweek – It is BWD’s policy to arrange workweek schedules for maximum operational efficiency within each department. Therefore, schedules may vary somewhat among departments.

Normal business hours are:

Monday through Friday: 8:00 a.m. to 3:00 p.m.

Normal Work Hours are:

Monday through Friday: 6:00 a.m. to 3:00 p.m.

Check with your supervisor if you have questions about your hours of work. For purposes of calculating overtime, each workweek begins on Sunday and each workday begins at midnight.

Breaks – Non-Exempt employees will receive one, 15-minute paid break for every four hours worked or major fraction thereof. (A minimum 10-minute break is mandated by law.) For example, employees who work from two to six hours in a day are entitled to one ten (10) minute rest period. Employees who work from six to ten hours in a day are entitled to two rest periods. Employees who work from ten to fourteen hours in a day are entitled to three rest periods. Breaks are very important because they allow a few minutes for each employee to relax, change focus of attention, physical position or release any accumulated stress. This is important to the long-term health of the employee.

Meal periods and breaks may not be combined and taken simultaneously, they should be taken separately to serve the purpose of assuring rest during the middle of each work period.

Meal Periods – The normal meal period is 60 minutes of unpaid time for each workday that exceeds six continuous hours. In certain exceptional situations, employees may take a shorter lunch period. The minimum lunch period permitted by law is 30 minutes for each work period of five hours during the workday, unless the employee works no more than six hours and waives the meal period as provided in this policy. Employees who work more than ten hours in one day are entitled to two thirty (30) minute meal periods, but may waive the second meal period as provided in this policy.

Employees are to be relieved of all duty for at least thirty (30) minutes during each meal period, and are free to leave the premises. In some departments, where the nature of the work prevents an employee from being relieved of duty, an “on duty” meal period may be allowed if the employee signs a revocable written agreement. Meal periods are unpaid, unless the employee has signed an agreement for an “on duty” meal period.

Hourly employees are required to log out on their time sheets at the start of their meal period, and log back in when they return to duty. Employees are not allowed to log back in from a meal period until they have been off duty for at least thirty (30) minutes, unless they have prior approval of management.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #126: WORK HOURS/BREAKS/MEAL PERIODS

Effective: November 1, 2016

Supersedes: July 1, 2011

page 2 of 2

Drivers and other employees who work in the field away from the office are required to maintain a daily written record that accurately records the start and finish time of each meal period taken in accordance with this policy.

Waiver of Meal Periods: Employees who work no more than six (6) hours in one workday may waive their meal period by signing a WAIVER OF MEAL PERIOD FOR SIX HOUR DAY which may be obtained from Human Resources.

Employees who work at least ten (10) but not more than twelve (12) hours in one work day may also waive their right to a second meal period that day, but only if they have not waived the first meal period for that day. Such employees must sign a WAIVER OF SECOND MEAL PERIOD FOR TEN HOUR DAY which may be obtained from Human Resources.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #132: CERTIFICATION, LICENSING AND OTHER REQUIREMENTS

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

You will be informed by your supervisor if there is any licensing, certification or testing requirements for your job. Failure to qualify or to maintain a required certification or license may be sufficient cause for termination.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #134: IMMIGRATION REFORM AND CONTROL ACT

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

The Immigration Reform and Control Act of 1986 prohibits BWD from knowingly employing any person who is not authorized to work in the United States. As a condition of every offer of employment, each person hired by BWD is required to present acceptable proof of identity and authorization to work.

All such documents must be genuine, and BWD retains sole discretion to determine the acceptability of documents. The use of falsified, altered, or stolen documents is absolutely forbidden, and will result in revocation of any offer of employment or immediate termination in the case of a current employee.

All employees hired by BWD must complete a Form I-9 under penalty of perjury verifying their identity and right to work in the U.S. All employees must immediately advise BWD of any changes affecting their entitlement to work in the United States, such as the expiration or revocation of a work permit or visa.

The failure to present proper documentation or to satisfy all other requirements of federal law constitutes grounds for revocation of any offer of employment or discharge from employment.

Questions concerning immigration status should be directed to Human Resources.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #136: EMPLOYMENT OF RELATIVES

Effective: January 1, 2009

Supersedes: January 1, 2005

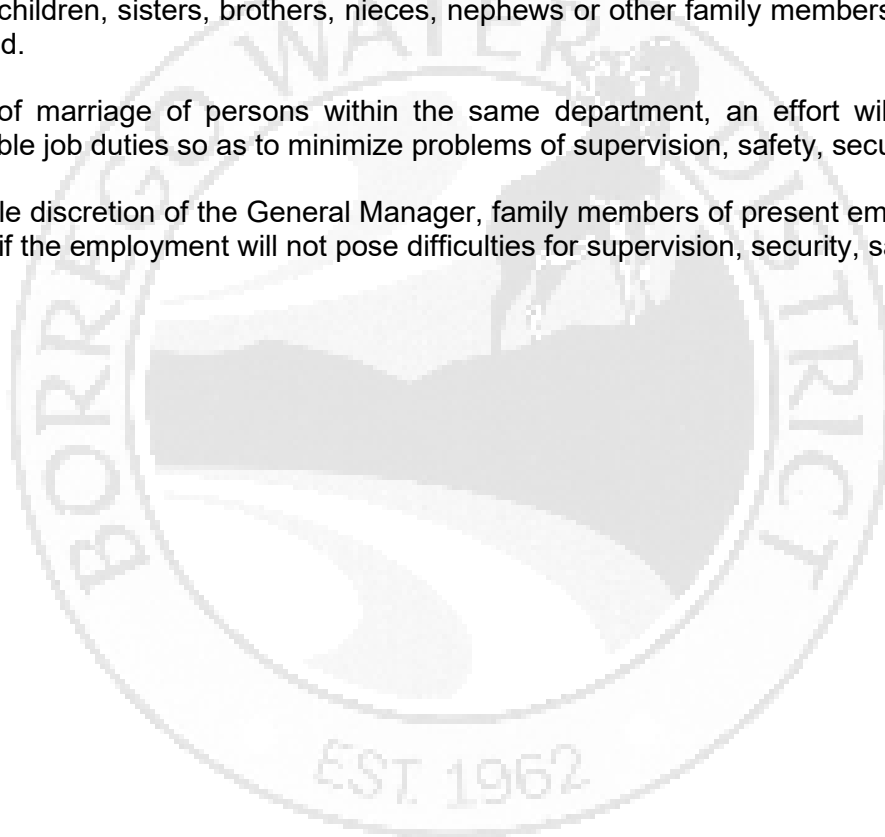
page 1 of 1

BWD's policy with respect to employing individuals who have immediate family members working for BWD covers all employees, whether full-time, part-time or temporary.

A supervisor may not hire an individual to work under his/her supervision if that individual and the supervisor have an on-going romantic relationship, including but not limited to marriage, or if that individual is a member of the supervisor's immediate family. The term "immediate family" refers to parents, children, sisters, brothers, nieces, nephews or other family members residing in the same household.

In case of marriage of persons within the same department, an effort will be made to assign comparable job duties so as to minimize problems of supervision, safety, security and morale.

At the sole discretion of the General Manager, family members of present employees may be hired by BWD if the employment will not pose difficulties for supervision, security, safety or morale.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #138: EMPLOYMENT VERIFICATION

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Reference Information on Current or Former Employees – All reference requests regarding current or former employees must be directed to Human Resources for response.

Human Resources will provide no information about any present or past employee, except the dates of employment, position, title and job location, unless the employee gives prior, written authorization and a release by the employee has been given to Human Resources.



PERSONNEL POLICY #140: DRIVER'S LICENSE/DRIVING RECORD

Effective: March 1, 2018

Supersedes: January 1, 2018

page 1 of 1

Employees must present and maintain a valid driver's license and acceptable driving record to our insurer, per Borrego Water District Driver Record Review Criteria.

Upon hire, employees will be required to sign an "Authorization for Release of Driver Record Information" for the Department of Motor Vehicles' "Employer Pull Notice Program" and Vehicle Safety Program form. The DMV will send a driver record report on each employee enrolled in this program at least once every 12 months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action taken against your driving privilege during employment.

Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

Driver Record Review Criteria

1. **Immediate Attendance in a Defensive Driver Training Course:**
 - Two points within 36 months of report date; or
 - Any moving violation in a District vehicle within 36 months of report date; or
 - Any accident within 36 months of report date
2. **Twelve (12) Month Driving Probation. Additional point violations within this probation period may trigger a 30 day suspension of District driving privileges:**
 - Three to five points within 36 months of report date
3. **60 Day Suspension of District Driving Privileges:**
 - Four or more points within 24 months of report date; or
 - Six or more points within 36 months of report date; or
 - DUI, reckless driving, or speed contest on personal time within 36 months of report date; or
 - Two chargeable (resulting in a point violation) accidents within 24 months of report date.
4. **Permanent Suspension of District Driving Privileges:**
 - DUI, reckless driving, or speed contest during District business within 36 months of report date; or
 - Two DUI, two reckless driving, or two speed contest on personal time within 12 months of report date.

Occasionally, it may be brought to Management's attention that an employee may be exposing the District to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #142: COMPLAINT PROCEDURE

Effective: November 1, 2016

Supersedes: January 1, 2009

page 1 of 1

BWD has established a formal procedure to provide its employees an opportunity to resolve work-related complaints or problems and to address any employee concerns relative to the application or enforcement of BWD policies, rules or procedures.

Any dispute or claim which arises out of or which relates to employment with BWD, including wage claims, claims about disciplinary actions or claims based upon any violation of any statute, regulation or law, may be resolved by the use of the internal complaint procedure.

BWD expects its employees and their supervisors to make every reasonable effort to resolve the issue(s) in question. Therefore, the employee must first discuss any problem(s) or complaint(s) with his/her immediate supervisor. To ensure that the facts surrounding the complaint or incident are accurate, the employee should notify his/her supervisor as soon as possible. Supervisors are then expected to take prompt and positive action to answer any questions or resolve the complaints brought to their attention. Employees who believe they have been unlawfully harassed or discriminated against, may, but are not required to, follow this policy. Instead, employees who believe they have been unlawfully harassed or discriminated against may also follow the complaint procedure as set forth in the Policy on Non-Harassment in this Personnel Policy Manual.

Should the supervisor's efforts be unsuccessful in resolving the employee's complaint under this policy, the employee should contact Human Resources for further review and resolution.

The grievance procedure has the following levels of review:

- | | |
|--------------------------------------|--------------------------------|
| • Initial contact: | Immediate supervisor and/or HR |
| • Secondary contact | Department manager and/or HR |
| • Third contact | General Manager and/or |
| • Final contact "request in writing" | Board of Directors |

BWD will attempt, at each point in this process, to resolve all employee grievances in the most prompt and confidential manner possible.

**PERSONNEL POLICY #144: TERMINATION OF EMPLOYMENT
(Voluntary and Involuntary)**

Effective: January 1, 2018

Supersedes: January 1, 2009

page 1 of 2

Personnel terminations, both voluntary and involuntary are an inevitable part of the HR function for every employer. This policy provides uniform guidelines under which employees may be terminated from BWD employment, and management's responsibilities in consequence of such action.

Any employee of the District may be terminated at any time for any cause with or without notice. Cause shall include, but not necessarily be limited to the following:

- Absence from a work station without authorization
- Repeated tardiness
- Failure to comply with safety regulations
- Failure to comply with instruction from supervisors
- Inability to perform tasks assigned pursuant to position classification
- Being under the influence of alcohol or drugs while on duty
- Falsifying employment application, time records or other District documents for which an employee is responsible
- Rude or obnoxious behavior towards other employees, supervisors, or customers of BWD
- Destruction of BWD property, use of BWD property for personal business, or failure to properly maintain and secure BWD property or allow its use by unauthorized persons.

*Also see Personnel Policy #114

Supervisor's responsibilities – In all termination situations (voluntary and involuntary) the supervisor is accountable for the terminating employee. It is the supervisor's responsibility to:

- Notify Human Resources of the planned termination
- Arrange for the return of keys and other District property

Human Resources responsibilities – Upon receipt of notice from the supervisor of the pending termination, it is the responsibility of Human Resources to:

- Verify the justification for the action to be taken
- Ensure the employee has been treated fairly and consistently with other terminations that have occurred in the past
- Establish the correct termination vacation and sick pay
- Ensure that no problems arise with respect to correct paperwork and documentation

Resignation Letter – All employees who resign should put their resignation in writing to their immediate supervisor. Although employment at-will is the policy of BWD, a two-week notice prior to the last day of employment, although not required, would be helpful to BWD, allowing time to adequately train a replacement. The resignation letter may include the reasons for leaving and the desired last day of work.

BORREGO WATER DISTRICT (BWD)

**PERSONNEL POLICY #144: TERMINATION OF EMPLOYMENT
(Voluntary and Involuntary)**

Effective: January 1, 2018

Supersedes: January 1, 2009

page 2 of 2

Employees who resign will receive payment for accrued but unused vacation and payment for half of their accrued but unused sick leave.

Reductions in Staff – Involuntary terminations are sometimes necessary through no fault of BWD or the employee because of downsizing of a department or branch due to the reorganization of duties, elimination of positions or services, lack of work, an economic downturn in business or a shortage of funds.

Before a decision is made to terminate an employee's employment as a result of downsizing, other alternatives may be considered by BWD, such as wage and benefit freezes or reductions, job sharing or reduction in hours of employment. BWD will, at its sole discretion, determine what alternatives, if any will be implemented.

In a downsizing situation, the selection of which employees' employment will be terminated will be made carefully to ensure fairness and to meet BWD needs. Factors that will be considered include, but are not limited to individual qualifications, past and present productivity levels, attendance records, special qualification requirements and seniority. Deviations from these factors may occur whenever BWD deems such variations necessary or appropriate to better optimize the use of its staff or to maximize the reduction of its overhead expense.

Employees, who are rehired following a break in service in excess of two years, must serve a new, initial Trial Service period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

The BWD does not provide a "letter of reference" to former employees. Generally, BWD will confirm upon request, employees' dates of employment, position and job title.

All BWD property, including this Personnel Policy Manual, must be returned to BWD upon termination. Otherwise, BWD may take all appropriate legal action.

You should notify BWD if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #148: AMERICANS WITH DISABILITIES ACT

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 2

BWD is committed to promoting equal employment opportunities for all individuals with disabilities in accordance with the federal Americans with Disabilities Act and the California Fair Employment and Housing Act.

These state and federal laws protect any individual with a physical or mental impairment that limits their major life activities – such as walking, seeing, hearing, speaking, communicating, and caring for themselves – provided the individual can perform the essential functions of the job safely and efficiently with reasonable accommodations. Depending on the particular employee's condition, this can include not only persons who traditionally have been regarded as disabled – such as those with impaired vision, hearing, or speech – but also those with “invisible” disabilities, such as Aids or HIV positive, cancer, or learning disabilities. These protections may also apply if the individual currently suffers from a disability, or has a history or record of a disability.

In accordance with these laws, BWD policy strictly forbids all forms of intentional discrimination against qualified applicants or employees with disabilities, and requires reasonable accommodation if necessary for such individuals to perform the essential functions of the job safely and efficiently without serious risk to health and safety. In addition, all employees of BWD are expected to abide by the following basic guidelines:

1. Applicants or employees may be questioned if they have the physical and mental ability to perform the essential functions of a particular job, but they are not to be asked if they are “disabled” or “handicapped.” Applicants or employees who indicate they have a physical or mental impairment that interferes with job performance should be asked to state what the BWD could do to accommodate them. The matter should then be discussed with Human Resources before informing the individual of BWD's decision.
2. Applicants and employees who have disabilities should feel free to come forward and inform the BWD of their needs. In many cases, BWD will have no way of knowing whether an individual has a disability unless he or she requests accommodation.
3. Employees who are made aware that an applicant or employee has a disability should consider the information confidential and discuss it only with upper management and Human Resources unless the disabled individual discloses the information to others or consents to further disclosure. In certain cases, further disclosure may be necessary in order to assess the reasonableness of the accommodation and to assure that adequate precautions are taken for dealing with emergencies or other safety and health issues. In some cases, a second or even third medical opinion may be appropriate.
4. The law requires only reasonable accommodations, which do not result in an undue hardship to BWD or a direct threat to health and safety, and the individual must be able to perform the essential functions of the position. Whether a certain accommodation meets these standards must be determined on a case-by-case basis, after consultation with the individual and consideration of all the particular facts and circumstances.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #148: AMERICANS WITH DISABILITIES ACT

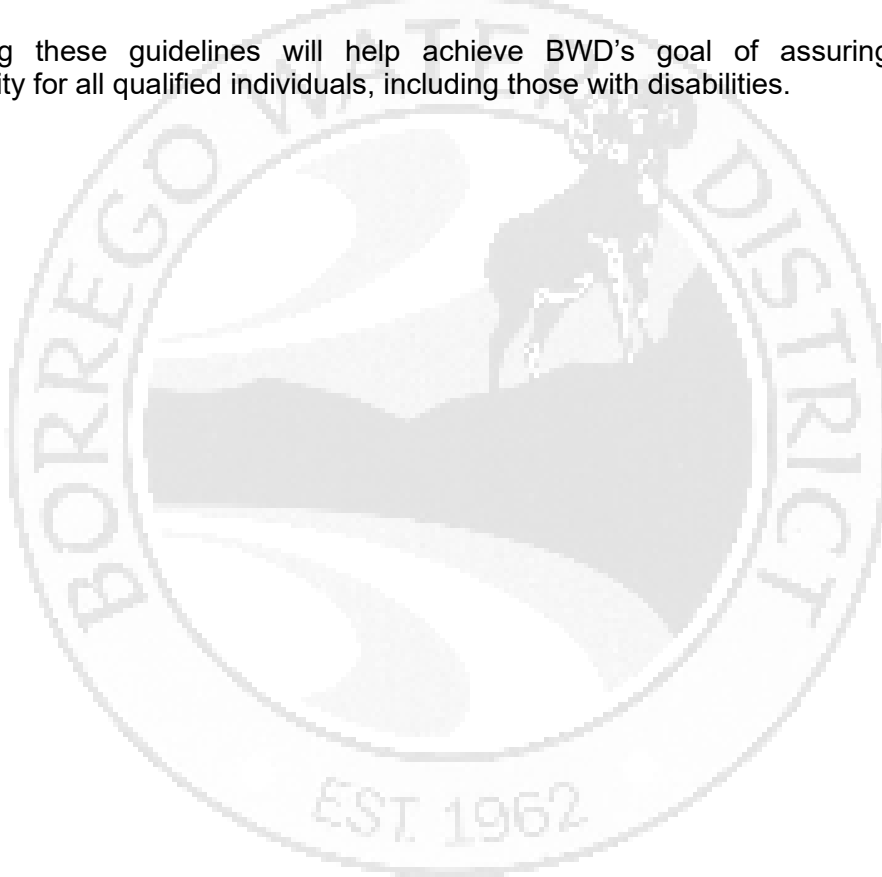
Effective: January 1, 2009

Supersedes: January 1, 2005

page 2 of 2

5. Unwelcome verbal or physical harassment of an individual because he or she is disabled or has been given special accommodation is absolutely forbidden and grounds for immediate termination. Employees who believe they have been harassed in violation of this policy may pursue a grievance under the Complaint Procedure Policy or the Non-Harassment Policy as stated in this Personnel Policy Manual.

Observing these guidelines will help achieve BWD's goal of assuring equal employment opportunity for all qualified individuals, including those with disabilities.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #152: NON-HARASSMENT

Effective: January 1, 2018

Supersedes: January 1, 2015

page 1 of 3

In all aspects of employment, BWD is committed to treating all employees without regard to the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age genetic information, sexual orientation preference, or veteran/military status

Policy Against Harassment: As part of its commitment to equal opportunity, BWD strictly prohibits harassment of employees in the workplace based on the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. Harassment includes all forms of offensive or unwelcome physical or verbal conduct based on any of these factors that interferes with an employee's work or creates an offensive or hostile working environment.

Sexual Harassment: Sexual harassment of all types is specifically prohibited. Sexual harassment of employees in the workplace is illegal, unacceptable and will NOT be tolerated. Under state and federal law, unlawful sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, under any of the following conditions: (a) submission to such conduct is made a condition of employment, either expressly or impliedly, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Examples of sexual harassment include unwelcome sexual propositions or marriage proposals; unwelcome hugging, kissing, or other offensive physical contact of a sexual nature; unwelcome lewd gestures, remarks, or innuendoes; unwelcome discussions of sexual practices or anatomy; and unwelcome sexually offensive posters, photographs, drawings, cartoons, jokes, stories, nicknames, or comments about appearance.

This policy applies to all supervisors of BWD, as well as to co-employees, customers, and other persons at the workplace whom BWD knows or has reason to know is violating this policy. All BWD personnel are expected to avoid any conduct that could be construed as harassment by an employee.

Penalties for Violation: Any employee who violates this policy is subject to immediate termination, or such other disciplinary action as BWD deems appropriate, including but not limited to verbal or written warning, suspension, demotion, transfer, cut in pay, leave of absence, and required anti-harassment training.

Complaint Procedure: Any employee who believes he or she has been unlawfully harassed, or has any other complaint under this policy, should bring the matter to the attention of management immediately, and provide a full and accurate report of the underlying facts. Employees are urged to report first to their immediate supervisor, but this is not required if the employee feels uncomfortable in doing so or if the employee believes his or her supervisor is violating this policy. In all cases, employees are free to report such problems directly to any officer of BWD, Human

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #152: NON-HARASSMENT

Effective: January 1, 2018

Supersedes: January 1, 2015

page 2 of 3

Resources, or the President of the Board of Directors. Employees are encouraged but not required to present their complaints in writing, and should identify any witnesses as well as any relevant documents or other evidence.

BWD will conduct a prompt and impartial investigation of any complaint that alleges a violation of this policy, and will draw conclusions as to what conduct occurred and in what circumstances. The nature and extent of the investigation will depend on the circumstances surrounding the particular complaint.

Corrective Action: If any violation of this policy is found to have occurred, BWD will take appropriate corrective action against the individual(s) involved. In each case, the employee reporting the problem will receive an oral or written reply from management on the results of the investigation, and the actions taken, if any. Any employee who is not satisfied with the reply may appeal to the President or the Board of Directors and will receive a reply.

Cooperation: All employees are required to cooperate truthfully and in good faith with BWD in any investigation under this policy. Knowingly making a false charge of harassment or a false statement in connection with an investigation, or deliberately interfering with any such investigation, is also a violation of this policy.

Confidentiality: BWD will attempt to keep complaints and investigations under this policy confidential to the greatest extent possible, but some disclosure will be necessary to conduct a proper investigation. Employees are encouraged to use discretion in discussion of complaints or investigations under this policy with others since unnecessary disclosure may prevent a fair investigation.

No Retaliation: No employee shall be subject to any form of retaliation for reporting any violation or participation in any investigation under this policy. Employees who believe they have been retaliated against in violation of this policy may utilize the same complaint procedure described above.

All Forms of Harassment Are Forbidden: This policy also applies to unlawful harassment based on any of the other illegal criteria set forth in BWD's Equal Employment Policy, including treating all employees without regard to the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age genetic information, sexual orientation preference, or veteran/military status.

Mandatory Training For Supervisors: BWD requires formal training for all supervisors on how to identify, prevent, eliminate, and respond to complaints about unlawful harassment, including the legal remedies available under state and federal law for harassment and retaliation. All supervisors must undergo at least two hours of classroom or other effective interactive training on the prevention of unlawful harassment prior to January 1, 2006, unless they already have received such training since January 1, 2003, and at least bi-annually thereafter. Employees who are

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #152: NON-HARASSMENT

Effective: January 1, 2018

Supersedes: January 1, 2015

page 3 of 3

promoted or transferred into supervisory roles must undergo two hours of such training within six months after such promotion and transfer.

All Personnel Are Covered: This policy applies to all employees, including part-time and temporary employees, as well as independent contractors and consultants and other persons rendering services to BWD through an employee leasing or staffing company. All references to “employees” in this policy should be deemed to include these other individuals as well.

Legal Rights and Remedies: Harassment or discrimination based on sex, as well as other forms of discrimination based on the actual or perceived ancestry, race, color, religion, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age genetic information, sexual orientation preference, or veteran/military status are unlawful under federal laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans With Disabilities Act, as well as California laws such as the California Fair Employment and Housing Act (FEHA) (Calif. Govt. Code sections 12940 et seq.), and the California Labor Code. Employees may file complaints about sexual harassment or other illegal employment discrimination with any of the local offices of the U.S. Equal Employment Opportunity Commission or the Department of Fair Employment and Housing, whose addresses may be found in the local telephone directory.

The U.S. Equal Employment Opportunity Commission and the Department of Fair Employment and Housing are authorized to accept and investigate complaints of employment discrimination, and to mediate settlements. The Fair Employment and Housing Commission has authority to issue accusations against employers, conduct formal hearings, and award reinstatement, back pay, damages and other affirmative relief. State and federal law also prohibit retaliation against employees because they have filed a complaint with the EEOC, DFEH or FEHC, participated in an investigation, proceeding, or hearing with either agency, or opposed any practice made unlawful by Title VII or the FEHA.

BWD will not tolerate any unlawful harassment or discrimination in employment. Violation of this policy can result in immediate termination of employment.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #200: PAYMENT OF WAGES

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 2

Currently all BWD employees are paid on the 15th and last day of the month for periods which end on the same days. When a payday falls on a holiday, employees normally will be paid on the last working day before the holiday. If payday falls on Saturday or Sunday, employees normally will be paid on the prior Friday.

RECORDING YOUR TIME

All employees are required to complete time records. Hourly time sheets for each pay period are required for non-exempt employees and monthly time records for exempt employees are required for accrual calculation of vacation and sick time.

All employees subject to this policy are required to accurately record all time worked.

To insure accuracy, it is important to complete time sheets on a daily basis. Waiting until the time period is over does not result in accurate information. It is the supervisor's responsibility to collect, review, sign and give the time cards to HR on a timely basis.

PAYCHECK DEDUCTIONS

The BWD is required by law to make certain deductions from your paycheck each pay period. Below are two kinds of payroll deductions you may see on your pay stub:

1. Deductions withheld from your gross earnings as required by law:
 - a. Federal Income Taxes (FIT)
 - b. State Income Taxes (SIT)
 - c. Medicare (MED)
 - d. State Unemployment/Disability Insurance (SUI/SDI)
 - e. CalPERS (in lieu of Social Security Tax)
 - f. Garnishments (*When an employee's wages are garnished by a court order, BWD is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The BWD will, however, honor federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.*)
2. Optional deductions authorized by the employee may include but are not limited to the following:
 - a. Health insurance premiums for eligible employees and family members
 - b. Approved special requests
 - c. Savings/Checking account deposits
 - d. CalPERS 457 Plan contributions

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #200: PAYMENT OF WAGES

Effective: January 1, 2009

Supersedes: January 1, 2005

page 2 of 2

It is the policy of BWD that exempt (salaried) employees' pay will not be "docked", or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable; however, BWD may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability;
- Absences of one or more full days due to sickness or disability, if there is a bona fide plan, policy, or practice providing replacement compensation for such absences;
- Absences of one or more full days before the employee has qualified under such a plan, policy, or practice or after the employee has exhausted his/her leave allowance;
- Suspensions for violations of safety rules of major significance;
- Suspensions of one or more full days for violations of workplace conduct rules, such as rules against sexual harassment and workplace violence;
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act.

If a change in deductions or exemptions is needed, please complete a new W-4 form and return it to HR.

Please review your pay stub carefully and advise HR of any changes or corrections required. It is the employee's responsibility to monitor payroll changes.

DIRECT DEPOSIT

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program. See HR to receive the proper forms to complete.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with human resources.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #202: OVERTIME

Effective: November 1, 2016

Supersedes: January 1, 2009

page 1 of 1

There may be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their supervisor.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt workers will be paid:

At a rate of time and one-half their regular hourly rate for:

- Hours worked in excess of eight hours in a day;
- Hours worked in excess of 40 hours in a workweek not compensated as daily overtime;
- For the first eight hours of work on the seventh day of work in a single workweek

At a rate of double their regular hourly rate for:

- Hours worked in excess of 12 hours in a day;
- Hours worked in excess of eight hours on the seventh consecutive day of work in a single workweek.

Vacation, Holidays, Sick days, jury duty and days taken for bereavement do not count and are not computed into the workweek for overtime purposes.

If you have any questions concerning overtime pay, check with HR.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #204: ON CALL/ DUTY OFFICER

Effective: July 1, 2014

Supersedes: July 1, 2010

page 1 of 1

The Duty Officer responds to emergency “after hours” calls and maintains the wells and reservoirs during the normal working hours. Quite often, when there is an emergency “after hours” call, it is necessary to dispatch one or more operations personnel to help correct the situation.

DUTY OFFICER

1. All operations personnel hired must live in Borrego Springs.
2. The Duty Officer must remain in Borrego Springs for the week scheduled.
3. The Duty Officer is “on-call” for all after hour emergencies as issued by the answering service or system alarm auto-dialer.
4. Each emergency/situation is different. The Duty Officer is responsible for assessing the situation and deciding whether it is necessary to call in more crew members.
5. The Duty Officer is responsible for washing down the WWTP Headworks on weekends and one day during the week. The Duty Officer is also responsible for notifying the WWTP Chief Operator of any problems that might arise during this time.
6. The shift is rotated every Monday morning at 7:00 a.m.

ON-CALL COMPENSATION

- \$75 daily
- 3 hours over-time for Saturday, Sunday and Holidays
- Overtime pay each time the Duty Officer is “called out”
- Overtime pay for each crew member “called out” to assist the Duty Officer

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #206: CHANGES IN PERSONAL DATA

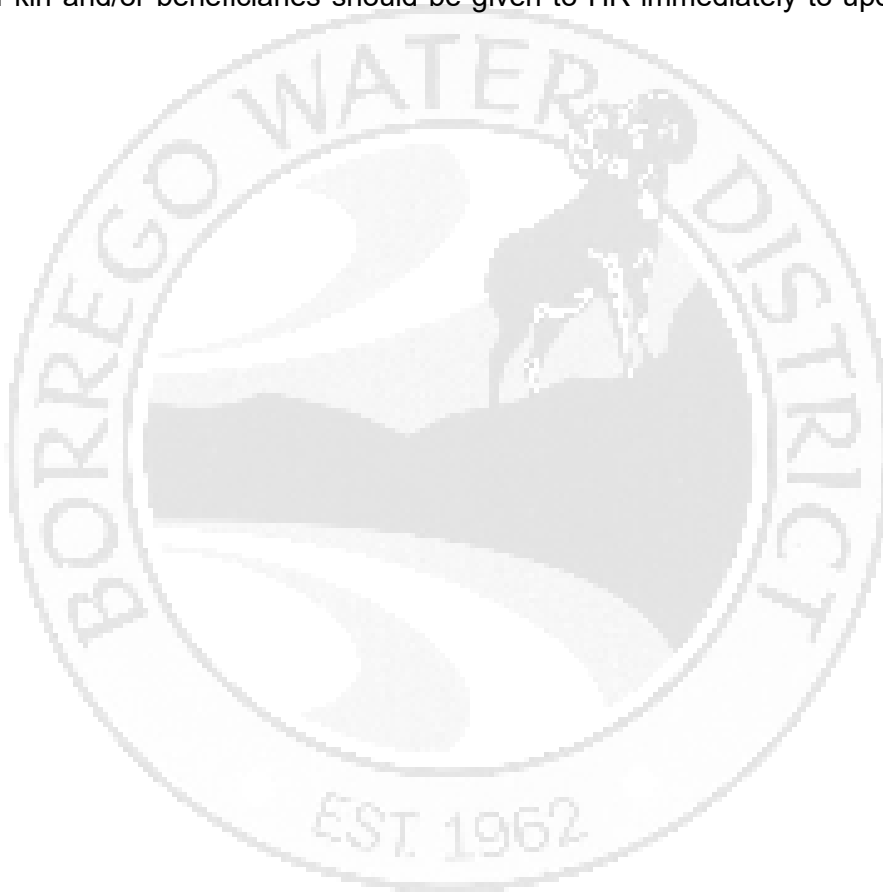
Effective: January 1, 2009

Supersedes: None

page 1 of 1

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to HR immediately to update payroll/personnel files.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #300: EMPLOYEE BENEFITS

Effective: January 1, 2009

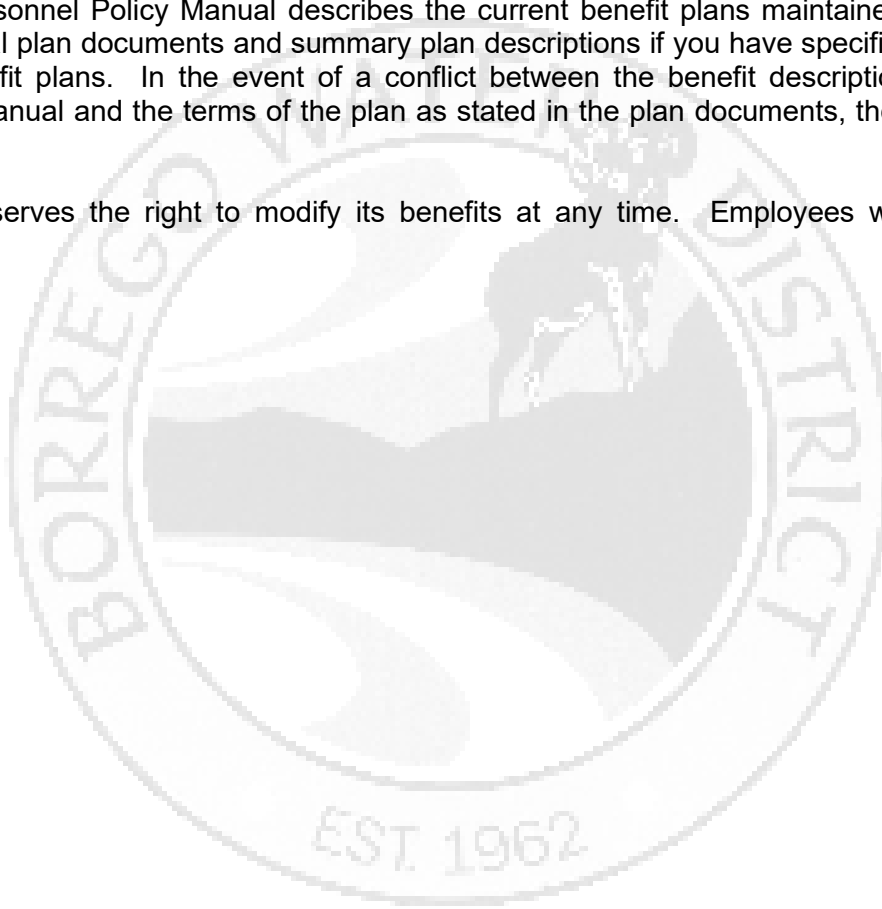
Supersedes: January 1, 2005

page 1 of 1

BWD has developed a comprehensive set of employee benefit programs to supplement employee's regular wages. These benefits represent the additional value of District employment to our employees.

This Personnel Policy Manual describes the current benefit plans maintained by BWD. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. In the event of a conflict between the benefit descriptions in this Personnel Policy Manual and the terms of the plan as stated in the plan documents, the plan documents will control.

BWD reserves the right to modify its benefits at any time. Employees will be notified of any changes.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #302: HEALTH INSURANCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 1

BWD employees are covered by health insurance through Association of California Water Agencies (ACWA), which specializes in providing health services to the California water agencies.

Eligibility

Eligible employees are those who:

1. Have successfully completed 6 months trial service period
2. Are regularly scheduled to work at least 26 hours per week
3. Are currently on "company-paid" status

No medical examination is required, regardless of age, if application is made within 30 days of eligibility.

Any premiums that must be paid by the employee will be deducted from his/her payroll earnings. An authorization for this deduction will be provided by HR.

Coverage

Coverage provided for employees and eligible dependents includes Medical/RX through Anthem Blue Cross of California, Dental with Delta Dental and Vision through Vision Services Plan (VSP).

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract.

BWD pays the full cost of a single contract and a portion of a single plus one dependent or a family contract of Medical coverage, and pays 100% of Dental and Vision. Employees are responsible for paying the difference through payroll deduction.

Information, enrollment forms and a booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. In the event of a conflict between the benefit descriptions in this Personnel Policy Manual and the terms of the plan as stated in the plan documents, the plan documents control.

Terminated Employees

Employees whose employment is terminated will continue to have coverage through the end of the month in which they are terminated. They will have the option of extending their insurance coverage for themselves and their dependents through COBRA in accordance with the terms of the policy and/or applicable state and federal law. For more information contact Human Resources.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #306: RETIREMENT SYSTEM/SOCIAL SECURITY

Effective: August 31, 2015

Supersedes: July 16, 2013

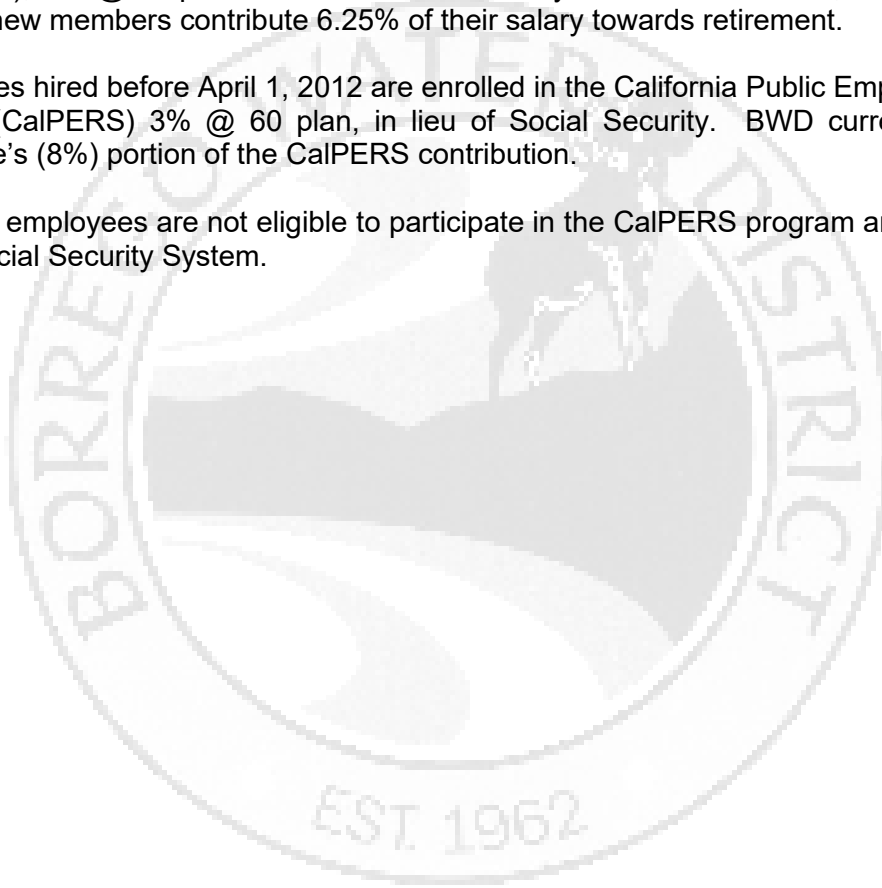
page 1 of 1

Full-time employees participate only in the Medicare portion of the Social Security System.

Full-time employees will be enrolled in the California Public Employees Retirement System (CalPERS), 2% @ 60 plan in lieu of Social Security. Previous members, second level, contribute 7% and new members contribute 6.25% of their salary towards retirement.

Employees hired before April 1, 2012 are enrolled in the California Public Employees Retirement System (CalPERS) 3% @ 60 plan, in lieu of Social Security. BWD currently pays 3% of the employee's (8%) portion of the CalPERS contribution.

Part time employees are not eligible to participate in the CalPERS program and will participate fully in the Social Security System.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #308: BONUS PLAN

Effective: January 1, 2009

Supersedes: None

page 1 of 1

Employees may receive bonuses from time to time. These are based on individual merit, the BWD's financial condition and any other factor deemed significant by BWD. Whether or not bonuses are granted and the amount of any bonuses granted, are within the sole discretion of the General Manager and/or the Board of Directors.



PERSONNEL POLICY #310: EDUCATIONAL OPPORTUNITIES

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Continuing Education - BWD encourages employees to become more effective in their jobs through their voluntary participation in educational programs, which are consistent with the needs of BWD and the employee's personal educational goals. BWD offers eligible employees reimbursement for certain work related courses taken for credit on the individual's own time at accredited educational institutions. Reimbursements include but are not limited to the cost of tuition, books and lab fees. Other costs including but not limited to registration, graduation fees, parking fees, health insurance, student union, charges for paying tuition in installments, or out of state tuition are not covered by this plan.

Eligibility

- Prior approval of the course by the immediate supervisor is required.
- The employee must have satisfactorily completed his/her Trial Service Period and be scheduled to work full-time (40 hours weekly)
- The employee must not be on probation or any other disciplinary action.
- The course must be related to Water District functions on which the employee is currently working or to future work planned for the employee
- The course must be commensurate with the job level of the employee.
- The employee must earn a passing grade and present proof of that grade.

Tuition – Costs for approved classes may be provided in advance; however, upon completion of the class or course, it is the responsibility of the employee to furnish satisfactory evidence of completion to the supervisor and also to HR for insertion in his/her personnel file. Failure to provide evidence that the course was completed with a passing grade will result in the employee being required to reimburse BWD for the costs that were paid in advance. Should an employee be terminated, voluntarily or involuntarily, prior to the successful completion of the class or course BWD may require full reimbursement of the tuition from the employee at the time of termination. The time an employee spends attending an independent school or college after hours on his or her own initiative will not be considered hours worked for BWD, even if the courses are related to the employee's job and even if the costs are paid for by BWD.

Seminars/Workshops - From time to time, there are meetings, seminars and workshops that employees are requested to attend because they believe the information provided would enable the employee to do new tasks or to improve their ability to do their job more efficiently. In these instances the District will pay for the cost of the event, plus mileage and reasonable out-of-pocket expenses such as parking costs. For non-exempt employees, BWD considers travel time to and from the seminar/meeting location and the time spent attending the seminar/workshop as hours worked. These meetings, workshops and seminars are provided at no cost to the employee.

Cross Training - Cross training is provided in the workplace and is advantageous to both BWD and the employee. This training involves teaching current employees, after they have mastered the requirements of their present position, to do other jobs in their department. Employees may then be asked to substitute for another employee who may be ill or on vacation and will be better prepared to take advantage of future promotional opportunities.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #312: HOLIDAYS

Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 1

For the purpose of establishing holidays for regular employees, BWD Board of Directors has adopted Section 6700-01 of the Government Code, which designates the Holidays in California during the year, which normally includes:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
The Day after Thanksgiving
Christmas

In addition to the above holidays, employees receive one floating holiday per year, which may be taken at the employee's discretion with approval from management. After completing the 180 day Trial Service Period, regular full-time employees are eligible for one floating holiday. Employees do not earn any floating holiday benefits during the first 180 days of employment. Regular part-time and temporary employees and independent contractors do not earn any floating holiday time at any time. Employees are expected to take their floating holiday in the year it is earned.

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If one falls on Sunday, it normally is observed on the following Monday.

Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

Employees who work on holidays will receive their regular rate of pay, plus holiday pay in the case of regular full-time employees. "On call" employees who work on a holiday will receive overtime pay (time and ½) for each hour worked on the holiday.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Employees on vacation during a holiday will be eligible for holiday pay and will not be charged with a vacation day for that holiday. Employees on leave of absence during a holiday are not entitled to benefits for that holiday.

In order to be paid for a holiday, employees must work both the day before and the day after a holiday, unless scheduled/planned time off was approved in advance.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #314: VACATION

Effective: November 1, 2016

Supersedes: January 1, 2009

page 1 of 1

To be eligible for vacation benefits, regular employees must be on active payroll and must satisfy all of the requirements set forth below. Regular full-time employees are eligible for paid vacation time.

- Upon employment, regular full-time employees begin earning vacation at the rate of 6.66 hours per month of active service, which is the equivalent of two weeks per year.
- After completing two full years of service, regular full-time employees begin earning vacation at the rate of 10.00 hours per month of active service or three weeks per year.
- After completing five full years of service, regular full-time employees begin earning vacation at the rate of 13.33 hours per month of full-time service, or four weeks per year.

New employees will accrue but may not use any vacation benefits during the first 180 days of employment. Regular part-time and temporary employees and independent contractors do not earn any vacation at any time.

Vacation requests must be submitted to management in writing, at least six months in advance to help accommodate for operating requirements. Vacation requests may be granted, taking into account operating requirements and length of employment. All vacations are subject to scheduling with BWD's approval.

Vacation time may be carried over to the following year, up to a maximum of twice the annual accrual rate. Once the maximum accrual has been met, employees will not earn any additional vacation until they actually take vacation time and their accrued vacation drops below their current accrual limitation. *Under special circumstances and on a case by case basis with approval of the General Manager, vacation pay may be granted in lieu of taking the actual time off.*

No more than ten days of vacation can be taken at one time, unless previously approved by the General Manager.

Upon termination, regular full-time employees will be paid pro rata at their final rate of pay for all unused vacation accrual they have earned. No such pro rata payment will be made to any part-time, temporary employee or independent contractor.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #316: SICK LEAVE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 1

Employees are expected to be present at work, on time, on all scheduled workdays. We recognize that situations will arise when an employee may be absent from work because of illness, accident or some other extenuating personal reasons. Sick leave is an in-case-of-need benefit. It provides a safeguard of wage income and guarantee of District fringe benefit premiums during the time an employee is off work due to a non-occupational injury or illness.

ELIGIBILITY

Regular full-time employees begin accruing sick leave at the rate of 8 hours per month of active service, which is the equivalent of twelve days per year. Regular part-time, hourly "on-call" and temporary employees and independent contractors do not earn any sick leave at any time

Regular full-time employees may use up to one half of their annual allotment of sick days to cover absences when they are needed to care for the serious health condition of a spouse, domestic partner, parent, or child, including adopted and foster children and parents, legal wards, and children of domestic partners, as those terms are defined by law. Leave for this purpose may not be taken until it has actually accrued.

All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, parent or spouse.

Sick time is not considered as hours worked and not counted towards calculating overtime pay. Sick leave cannot be used in advance of accrual.

Unused sick days may be carried over from one calendar year to the next, with a maximum cap of 1,000 hours. Employees will not accrue sick leave during any unpaid leave of absence.

The granting of sick leave and the earning and accrual of sick leave does not prevent the termination of employment because of either excessive or prolonged unexcused absences. Three (3) or more unexcused absences during a six (6) month period may be deemed excessive. In the case of using sick time to cover days off for personal/family medical appointments, a minimum of 2-week's notice should be given in advance to allow for scheduling purposes, except in an emergency, which will be handled on a case by case basis.

Failure to notify a supervisor of absence constitutes an unexcused absence. Unexcused absences may be reason for disciplinary action, up to and including termination. Any employee absent without notice for 3 consecutive days may be considered to have voluntarily terminated employment with BWD.

Employees are paid for one-half (up to 500 hours), the accumulated, earned but not used sick days upon termination.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #318: DEFINED CONTRIBUTION (457) PLAN

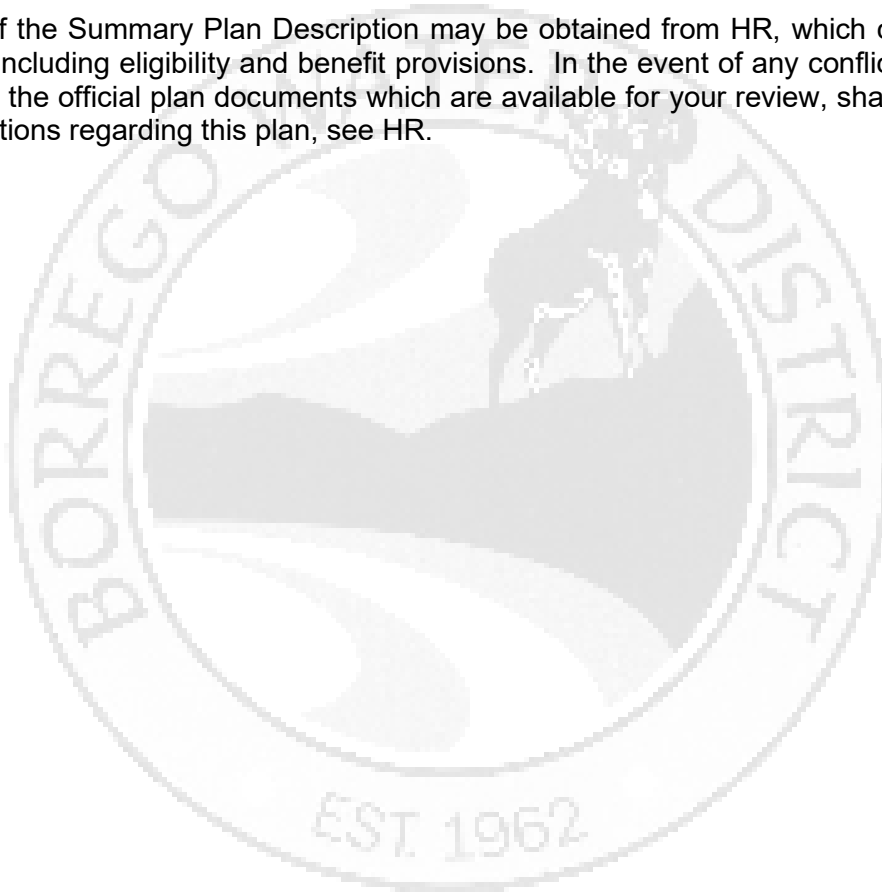
Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 1

The BWD provides eligible employees with the option to participate in a defined contribution plan (CalPERS 457). This plan is designed to be used in combination with any social security benefits accrued prior or subsequent to enrollment in the CalPERS system and personal resources to provide you with supplemental income upon retirement.

A copy of the Summary Plan Description may be obtained from HR, which contains the details of the plan including eligibility and benefit provisions. In the event of any conflict in the description of any plan, the official plan documents which are available for your review, shall govern. If you have any questions regarding this plan, see HR.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #320: WORKERS' COMPENSATION

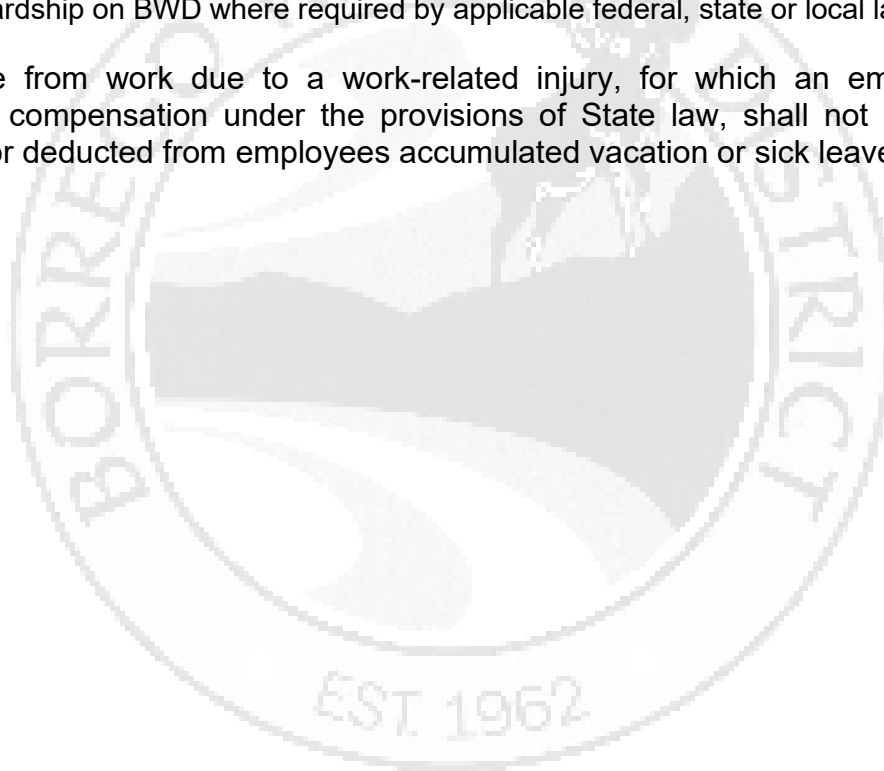
Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 1

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. If you are injured on the job, no matter how slightly, report the incident immediately to the Safety Officer and HR. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead or contribute to an employee accident. Additionally, BWD will attempt to provide a reasonable accommodation, which is medically necessary, feasible and does not impose an undue hardship on BWD where required by applicable federal, state or local law.

Absence from work due to a work-related injury, for which an employee is awarded workers compensation under the provisions of State law, shall not be counted as sick leave nor deducted from employees accumulated vacation or sick leave credit.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #321: COBRA

Effective: January 1, 2018

Supersedes: None

page 1 of 1

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the BWD HR Department of any qualifying event within 60 days of the event.

Eligibility

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to:

- Termination of employment
- Reduction of hours
- Death of employee
- Employee's Medicare entitlement
- Divorce or legal separation
- Child no longer eligible
- Bankruptcy of employer
- Expiration of leave criteria

It is the employee's or eligible family member's responsibility to inform the BWD HR Department within 60 days when a qualifying event takes place.

Selection Period

Once BWD is notified of the COBRA qualifying event, a Cobra Continuation Coverage Election Notice will be sent to the qualified beneficiary. This notice includes:

- Termination date of current insurance
- Qualified beneficiary/ies
- Begin date and possible end date of COBRA, if elected
- Cost to continue Medical/Dental/Vision coverage-Cost is the full monthly premium for each coverage elected, plus a 2% administrative charge to BWD
- Date premium cost is due and where to send payment

Open Enrollment-*There can be no interruption of coverage under COBRA*

COBRA beneficiaries have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA beneficiaries must be informed of their rights, open enrollment period and premium rates.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #322: UNEMPLOYMENT INSURANCE

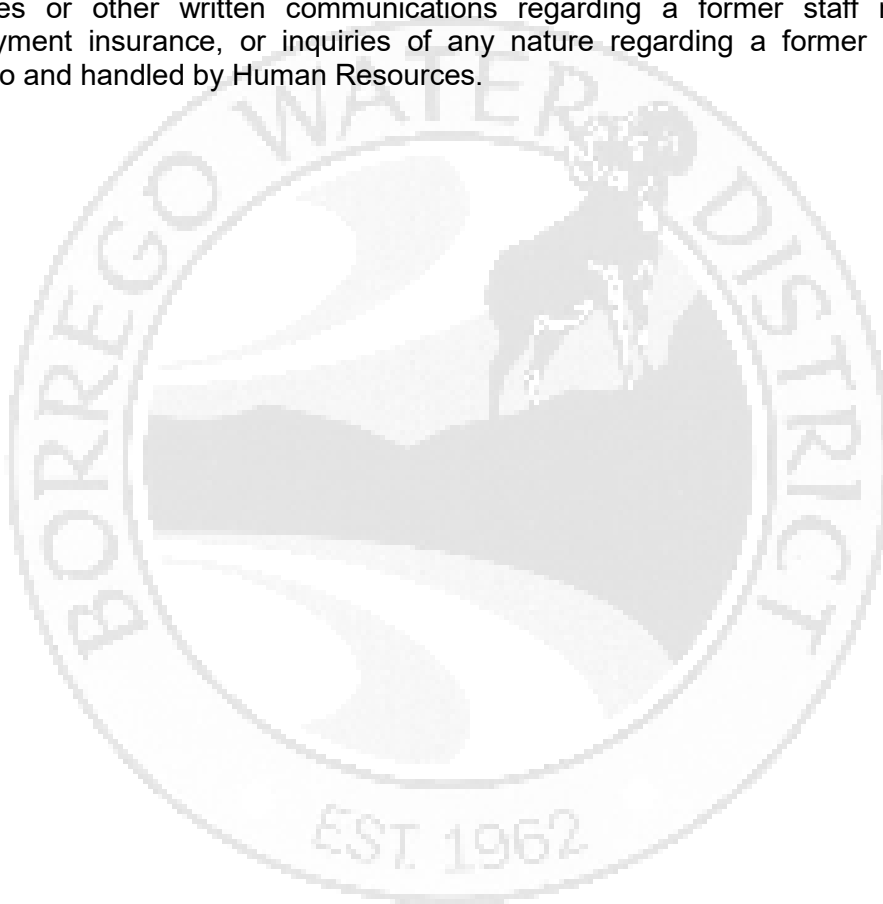
Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Employees are covered by federal and state Unemployment Insurance which will pay benefits for the loss of employment that is not the fault of the employee. The premium is paid by BWD. Information about unemployment insurance can be obtained from HR.

All notices or other written communications regarding a former staff member's claims for unemployment insurance, or inquiries of any nature regarding a former employee, are to be referred to and handled by Human Resources.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #324: UNIFORMS

Effective: January 1, 2009

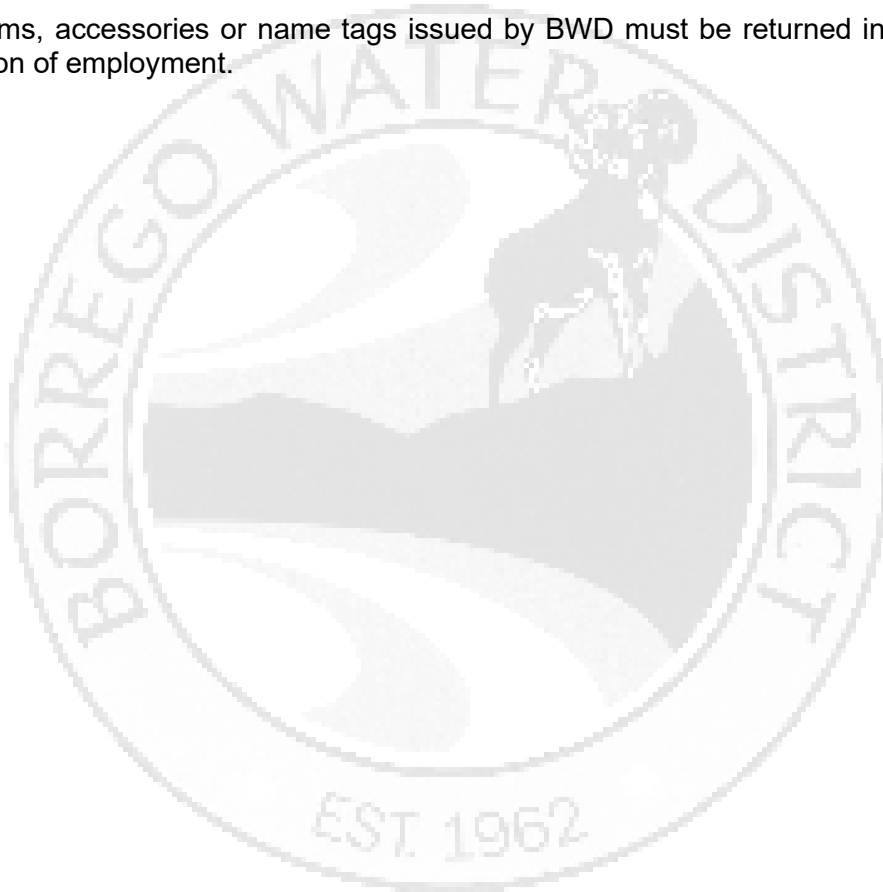
Supersedes: January 1, 2005

page 1 of 1

BWD provides uniforms to the outside Crew staff through a uniform service at no charge. Proper care of these uniforms is required.

BWD also provides “logo” attire to the office staff at no charge up to \$100 per person per year.

All uniforms, accessories or name tags issued by BWD must be returned in good condition upon termination of employment.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #400: PERSONAL LEAVES OF ABSENCE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Under special circumstances, full-time employees who have completed two years of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the General Manager.

Leaves may not exceed 60 days. Leaves of absence are granted only after earned vacation and sick leave are exhausted.

BWD will continue to provide medical insurance, dental insurance and vision insurance coverage for employees on an authorized leave of absence, up to a maximum of 60 days. During this time the employee will be responsible for paying his/her portion of the monthly premium(s).

BWD will make reasonable efforts to return the employee to the same or similar job he/she held prior to the leave of absence, subject to staffing and business requirements.

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 1 of 7

1. **Introduction:** Any employee of BWD, who is disabled from working due to illness or injury (including pregnancy and childbirth) is eligible for a medical leave of absence as provided in this policy.

Individual employees may also be entitled by law to a leave of absence with certain benefits and privileges under various state and federal laws concerning pregnancy and childbirth, family leave, work related injuries, and disabilities, if the employee and BWD meet the eligibility requirements of those laws.

For example, the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) apply only to employees with one year on the payroll and at least 1,250 hours worked in the twelve months prior to a leave. Similarly, the California Pregnancy Disability Leave Law creates certain privileges for leaves of absence involving pregnancy, but only for employees working in California and have 50 or more employees.

This policy is intended to assure full compliance with these and all other leave of absence laws, but only to the extent that these laws actually apply to specific individuals at the time of their leave. For this reason, each request for a leave of absence must take account of the State in which the employee is working, the employee's length of service with BWD, and other relevant considerations.

If more than one such law applies in a particular case, the leave of absence granted will count toward all of the employee's entitlements under the various laws. For example, time taken by California employees under the PDL will also apply toward the employee's entitlements under the FMLA, as applicable. In this respect, leaves of absence under different laws will run concurrently, not consecutively.

2. **Types of Leaves of Absence:**

- A. ***Pregnancy Disability Leave:*** Female employees who are disabled by pregnancy, child birth, or related medical conditions are entitled to a leave of absence of up to four (4) months under the California Pregnancy Disability Leave (PDL) laws. Related medical conditions include prenatal care, severe morning sickness, doctor-ordered bed rest, and recovery from childbirth. If such employee meets the eligibility requirements under the FMLA, then the first twelve (12) weeks of her PDL leave will also be considered family leave under the FMLA.

- B. ***Family Leave:*** Under the FMLA and CFRA, employees who have at least 12 months of service with BWD and have worked at least 1,250 hours in the year prior to the leave are eligible for up to twelve weeks of family leave in a twelve month period. Family leave under the FMLA and CFRA may be taken for any of the following reasons:

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 2 of 7

- To care for the employee's spouse, child, parent, grandparent, grandchild, sibling foster parent or parent in-law who has a serious health condition.
- Because the employee is unable to work due to a serious health condition.

The term "serious health condition" is defined by law and does not include all illnesses or injuries. Time taken as family leave generally will be counted toward both the FMLA and CFRA, except in the case of pregnancy. A female employee disabled by pregnancy and childbirth may take up to four months of pregnancy leave under the FMLA and PDL, followed by up to an additional 12 weeks of additional family leave under the CFRA in which to care for the new child, provided she and BWD meet all of the eligibility requirements under each of these three laws. Additional restrictions apply to family leave if both parents are employed by BWD.

Twelve Month Period: For purposes of family leave under the FMLA and CFRA, the twelve month period in which eligible employee may use family leave shall be the rolling twelve month period measured forward from the date an employee first takes off any time that qualifies as family leave. For example, if the first day that an eligible employee took any such leave was February 1, 2004, that employee would then be eligible for a total of 12 weeks family leave between February 1, 2004, and January 31, 2005.

- C. *Work Related Injuries:* Any employee who is disabled from working due to a work-related injury or illness is eligible for an indefinite leave of absence under the workers compensation laws. If the injury or illnesses also qualifies as a "serious health condition" under the FMLA and CFRA then the first 12 weeks of workers compensation leave will also be considered family leave under the FMLA and CFRA, provided the employee and BWD meet the eligibility requirements under those laws. Employees may also be eligible for medical treatment and the other benefits and privileges provided by BWD's workers compensation insurance and related laws.
- D. *Other Medical Leaves:* Employees who do not meet the eligibility requirements for pregnancy leave, family leave, or workers compensation leave may request a leave of absence which, BWD may grant it its sole discretion but such leaves are generally limited to 60 days, and are granted without the benefits and privileges guaranteed by those laws. In particular, requests for leave by employees who are unable to work due to physical or mental disabilities as defined by the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act (FEHA) will be considered on a case-by-case basis in light of the needs of the employee and BWD and the overall circumstances.

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 3 of 7

- E. *Intermittent Leaves and Reduced Work Schedules:* In general, the time off allowed under the family leave and pregnancy leave laws need not be taken at once, but may be taken intermittently. In some cases if medically necessary, leave may be taken in the form of a reduced work schedule or light duty assignment. If medically advisable, pregnant female employees may also be eligible for transfer to a less strenuous or less hazardous position. Eligibility for this type of leave is generally determined on a case-by-case basis, and special restrictions apply in all cases.

3. Procedure for Requesting Leaves:

- A. *Advance Notice:* All employees are expected to give BWD as much advance notice as possible of the need for any type of medical leave of absence. Thirty (30) days advance notice is requested for any type of family leave whenever the absence is foreseeable. If not, the employee must give as much advance notice as possible.
- B. *Leave of Absence Forms:* Employees who are requesting a leave of absence should obtain and fill out a Leave of Absence Request Form from Human Resources and submit it to their supervisor. The supervisor will determine initial approval, obtain further approval from the department manager, and whether approved or not will forward the request form to Human Resources for final review and approval.
- C. *Certification of Health Care Provider:* All requests for leave of absence must be accompanied by a Certificate of Health Care Provider that confirms the need for the leave and the anticipated start and return dates. Forms for this purpose are available from Human Resources or employees may obtain their own certificates from their health care provider as long as it contains the necessary information. If the dates for the leave cannot be determined, the request must provide the best estimate possible. In some cases, the law permits BWD to require a recertification to support a continuation or extension of a leave of absence.
- D. *Second and Third Opinions:* In the event of a dispute as to the medical need for a leave of absence, BWD reserves the right to require a second opinion from a health care provider of its choosing to the fullest extent allowed by law. In appropriate cases, the law provides for the opinion of a third health care provider.
- E. *Designation of Leave:* In most cases, BWD will issue a written notice to the employee indicating whether an approved leave will be considered family leave, but even if no such notice is given the time off will be applied toward the employee's entitlements under all applicable leave of absence laws.

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 4 of 7

- F. *Return from Leave:* It is the employee's responsibility to return from an approved leave on the designated date, or else request an extension, otherwise the failure to return may be considered job abandonment and result in termination of employment.
 - G. *Fitness for Duty Certificate:* BWD reserves the right to require a certificate from a health care provider certifying that the employee is fit for return to duty.
4. Length of Leaves of Absence: The maximum length for a medical leave of absence depends on the reason for the leave, and must be considered in light of the return to work privileges discussed below.
- A. *Pregnancy Disability Leave:* Leaves due to disabilities because of pregnancy, childbirth, or related medical conditions are limited to four (4) months. This period is pro-rated for part time employees. All such time off for one pregnancy will be counted together for this purpose, even if not taken at once. At the end of their pregnancy disability leave, eligible female employees may request up to an additional 12 weeks of family leave under the CFRA in order to care for the child, providing she meets the eligibility requirements under the CFRA.
 - B. *Family Leave:* Leaves of absence under the FMLA and CFRA are limited to a total of 12 weeks during a twelve month period. The twelve month period is a rolling twelve months that starts on the first day of the leave. All family leave taken within the twelve month period will be counted together for purposes of the 12 week maximum.
 - C. *Work-Related Injury Leaves:* Leaves of absence due to work-related injuries and illnesses may overlap with the 12 weeks allowed under the FMLA and CFRA if applicable, but in all cases may continue indefinitely as long as the employee remains disabled. Reinstatement is not guaranteed, however, and may be denied if the business necessity requires that the employee be replaced during the leave or if the employee is terminated or the position is eliminated due to a layoff, reorganization, or other intervening cause.
 - D. *Other Medical Leaves:* Employees who are not eligible under any of the laws discussed above will be eligible for a leave of up to 60 days in a twelve month period, but all such leaves are discretionary and reinstatement is not guaranteed. In all cases, BWD will consider requests for extensions beyond the time limits noted in this policy on a case-by-case basis.
5. Pay While on Leave of Absence: All medical leaves of absence are unpaid, but employees are generally entitled to use, and may be required to use, accrued sick leave while on medical

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 5 of 7

leave. With most forms of family leave, the employee may elect and BWD may require employees to use accrued vacation. Eligible employees may also be eligible for disability benefits from either State Disability Insurance through the State of California, or from BWD's Workers Compensation Insurance.

PAID FAMILY LEAVE

Employees may be eligible for a benefit known as Paid Family Leave which is a form of compensation paid through the State of California Employment Development Department (EDD). Paid Family Leave is a component of the California State Disability Insurance Program (SDI) and is funded by a payroll tax. The maximum benefit available is limited to six weeks, and the amount depends on the employee's rate of pay. When available, Paid Family Leave is taken concurrently with other family leave under FMLA and CFRA. There is a seven day waiting period before benefits can be paid, and Paid Family Leave is not available to employees already receiving SDI, unemployment benefits, or workers compensation. Eligible employees may request Paid Family Leave in order to:

- Care for a seriously ill child, spouse, parent, or domestic partner, including foster, adopted, step children and parents;
- To bond with a newborn child of the employee in the first year after birth, or
- To bond with a newly adopted child or foster child within one year after adoption or placement

A certificate from a health care provider is required in order to be eligible for Paid Family Leave.

6. Group Medical Insurance: For up to twelve weeks during a medical leave of absence that is covered by the family leave laws, BWD will continue to pay the premiums for the employee's group medical coverage on the same terms as if the employee was actively working. Employees must continue to pay their usual share of any premiums for themselves or their dependents. In some cases, employees who fail to return from family leave will be required to reimburse BWD for medical premiums paid during the leave. For employees who are not eligible for family leave, BWD will pay the group medical premium for the first 60 days of a medical leave of absence.

- A. COBRA Coverage: In any case which an employee would otherwise lose their group medical coverage because their leave exceeded the period established by this policy, the employee may be eligible to continue coverage at the employee's expense under COBRA.

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 6 of 7

7. Other Benefits While On Leave: Taking a leave of absence will not result in the loss or forfeiture of any employee benefit that accrued prior to the leave, but except as provided in this policy or as required by law, employees do not accrue benefits while on medical leave. Taking a leave of absence may also impact the employee's seniority date. In particular, employees do not accrue vacation or holiday pay, sick leave, or other benefits while on medical leave.
8. Reinstatement After Leave of Absence: An employee's right to reinstatement depends on the reasons for the leave and the length of absence.
- A. *Pregnancy Disability Leave:* Female employees who return from PDL leave are entitled to be returned to their same position, unless it is no longer available due to business necessity, in which case they are entitled to be returned to a comparable position, unless this too is precluded by business necessity.
 - B. *Family Leaves:* Employees who are eligible for family leave under the FMLA and CFRA and who return from family leave within the 12 week period are entitled to be reinstated to either the same or a comparable position, unless their employment would have been terminated for unrelated business reasons regardless of the leave. Certain key employees, however, may be denied reinstatement due to business necessity even if they return within the 12 week family leave period.
 - C. *Work-Related Leaves:* Employees who return from a leave of absence for work-related injuries or illness may be entitled to reinstatement under the FMLA and CFRA, if they meet the eligibility requirements. If not, BWD cannot guarantee reinstatement to the same or a comparable position, but will make reasonable efforts to place the employee in a suitable vacancy if one exists. Employees returning from workers compensation leave may be terminated or denied reinstatement if business necessity requires that the employee be replaced during the leave or if the employee is terminated or the position is eliminated due to a layoff, reorganization, or other intervening cause.
 - D. *Other Medical Leaves:* Employees who are not eligible under any of the laws discussed above are not guaranteed reinstatement to the same or a comparable position. BWD will make reasonable efforts to place the employee in a suitable vacancy if one exists. Such employees may be terminated or denied reinstatement if business necessity requires that the employee be replaced during the leave or if the employee is terminated or the position is eliminated due to a layoff, reorganization, or other intervening cause.
 - E. *Intervening Events:* Employees are subject to termination, replacement while on leave of absence, or denial of reinstatement if this would have occurred even without the absence for unrelated reason. This includes but is not limited to

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #402: MEDICAL LEAVES OF ABSENCE

Effective: January 1, 2015

Supersedes: January 1, 2009

page 7 of 7

terminations for poor performance or misconduct, reductions in force, reorganizations or any other reason unrelated to the leave of absence.

9. Misconduct: Making a false or misleading statement in connection with a leave of absence or obtaining a leave under false pretenses may result in termination. Accepting other employment while on leave of absence is grounds for termination.
10. No Retaliation: BWD policy and state and federal laws forbid any form of discrimination, harassment, or retaliation against employees because they have exercised their rights under law, protested any violation of law, or participated in any proceeding under law. The U.S. Department of Labor and the California Department of Fair Employment and Housing are authorized to investigate and resolve complaints of any violation of the PDL, FMLA, CFRA, and other laws.
11. Conflict With Other Laws: If the event of any conflict between state or federal law and this policy, the law shall prevail.
12. Further Information: Copies of official notices summarizing these laws are available from Human Resources. Further information is also available from the U.S. Department of Labor, the California Department of Fair Employment and Housing, and the Fair Employment and Housing Commission.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #404: STATE DISABILITY INSURANCE

Effective: January 1, 2009

Supersedes: January 1, 2005

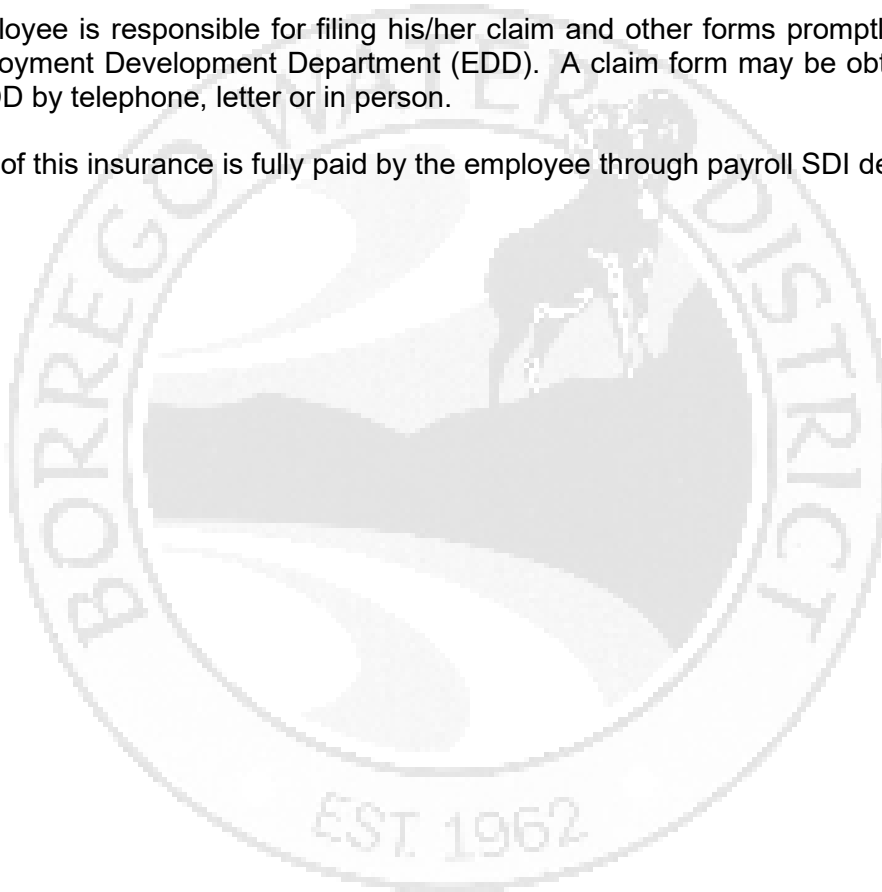
page 1 of 1

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

Information about unemployment insurance can be obtained from HR.

The employee is responsible for filing his/her claim and other forms promptly and accurately with the Employment Development Department (EDD). A claim form may be obtained from any office of the EDD by telephone, letter or in person.

The cost of this insurance is fully paid by the employee through payroll SDI deductions.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #410: BEREAVEMENT LEAVE

Effective: January 1, 2014

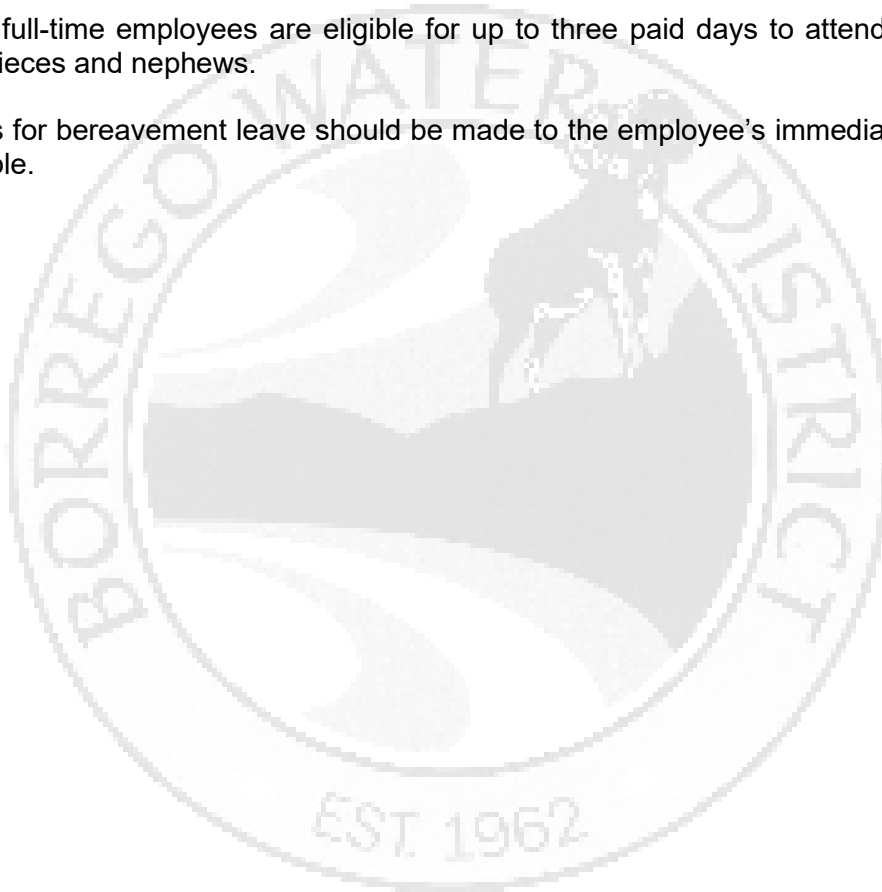
Supersedes: January 1, 2009

page 1 of 1

Regular, full-time employees are eligible for up to five paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, stepparents, brothers, sisters, children, grandchildren, grandparents, parents-in-law and domestic partners and their parents.

Regular, full-time employees are eligible for up to three paid days to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to the employee's immediate supervisor as soon as possible.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #412: JURY DUTY/WITNESS LEAVE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

An employee summoned to serve on a jury or be a witness has a civic responsibility. BWD supports the fulfillment of that obligation.

Employees summoned for jury duty are granted a paid leave in order to serve if they give reasonable advance notice to their supervisor that they need time off to serve.

Regular, full-time employees summoned for jury duty are paid their normal rate of pay for up to one month. Thereafter, the leave is unpaid. All other employees are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Employees are given the necessary time off with pay when required to appear before court, legislative committee or judicial or quasi-judicial body as a witness, in response to a subpoena or other direction by proper authority in any work related matter. *Voluntary duty as a witness is not covered by this policy.* We ask that you notify your supervisor and HR of the need to take witness leave as far in advance as is possible.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #414: MILITARY LEAVE

Effective: November 1, 2016

Supersedes: January 1, 2005

page 1 of 1

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to Human Resources and arrangements for leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to BWD unless military necessity makes this impossible. You must notify Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #418: OTHER LEAVE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

VOTING LEAVE

BWD believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two paid hours off in order to vote.

SCHOOL VISITATION

If an employee is the parent or guardian of a child or children enrolled in kindergarten through twelfth grade, the employee may take up to 40 hours per school year (a maximum of 8 hours per calendar month) per child to visit the child's school. Employees must provide reasonable advance notice of the planned absence to their supervisor. For non-exempt employees, this time off may be taken either as vacation or as an unpaid leave of absence. For exempt employees, no deductions in salary will be made. To assist BWD in maintaining accurate records, the employee should indicate on his or her time card the reason for the request and the child's name.

VICTIMS OF CRIME LEAVE

BWD will grant reasonable and necessary leave from work with pay to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, domestic partner, or child of a domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide BWD with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #419: RETURN TO WORK (RTW)

Effective: September 11, 2023

Supersedes: April 1, 2012

page 1 of 5

Borrego Water District recognizes that our employees are a critical part of our operation, and even if an employee becomes injured, on or off the job or has a temporary disability as a result of surgery or an illness, they remain a valuable part of our staff. A Return to Work Program (RTW) is a proven essential cost containment element of our overall risk management program. In conjunction with our Safety Program, it is an effective tool in returning employees to productive work in the shortest time possible, while maintaining high morale and keeping costs to a minimum.

It is Borrego Water District's goal to bring an employee back to work in a useful capacity as soon as possible. We are looking at transitional duty from the positive point of view that our employees want to work. Each employee must recognize that this Program is set up as a benefit for him or her.

If you are injured on or off the job, or have a temporary disability as a result of surgery or illness, the Program will look at ways to bring you back to work as soon as the doctor determines that you are medically ready. This may mean making temporary modifications to your job duties or work hours to accommodate your recovery.

Co-workers to the employee entering the RTW Program may need to pick up some of the duties, but must know that you would be willing to do the same for them if they found themselves in a similar situation.

If the employee does not report to work (modified duty or regular work) when the doctor releases the employee or leave has expired, the employee may not be eligible for temporary disability payments, workers' compensation payments, or regular wages, and the employee could be subject to disciplinary action, up to and including termination.

RTW Team

An internal RTW team has been established to facilitate this program. This team consists of the following people:

Jessica Clabaugh, Finance Officer / Human Resources

Diana Del Bono, Administration Manager has been designated as the RTW Coordinator. She will act as a liaison between the employee, supervisor, doctor, and the JPIA Claims representative (if workers' compensation is involved).

PERSONNEL POLICY #419: RETURN TO WORK (RTW)

Effective: April 1, 2012

Supersedes: None

page 2 of 5

Modified or Alternate Duty

We will consider the following when attempting to identify alternative duties:

- The first priority should be to return the employee to the same job, if possible, based on the medical restrictions, as prescribed by the treating physician. Building on existing work experience and working relationships avoids adding stresses of adjusting to new tasks and surroundings.
- If this is not possible, the returned employee should be provided modified work in the same department. Job or work site modifications may include a temporarily reduced work schedule, changed duties, trading heavier parts of the job with co-workers, altering the way duties are performed, making physical changes in the workstation, and providing the employee with specialized tools or adaptive devices.
- As a last alternative, the employee may be returned to work in a different department. Transferable employment skills will be emphasized and on-the-job training will be provided to supplement these skills.

Regardless of the accommodations made, we want our transitional employment to be productive and will be tailored to the employee's individual abilities in order to facilitate recovery. The duties will be flexible so that they can be easily altered to meet the requirements of the employee's medical program or our internal needs.

We must remember that our RTW Program is designed to accommodate temporary disability. The time in the program should typically not exceed 90 calendar days. As healing occurs, the employee's work duties will be changed and frequently modified to reflect increased work capacity of the recovering employee, as dictated by the physician's restrictions.

For workers' compensation claims, if the employee is not going to reach full duty within the 90 calendar-day period, the RTW team will work with the JPIA Claims representative and the doctor on an alternative plan of action. In the case of a non-industrial claim or disability, RTW Coordinator will contact the doctor to discuss an alternative plan of action.

Designated Industrial Medical Provider for on the Job injuries/illnesses

For workers' compensation, the RTW team or representatives of this team will meet with the doctor to discuss the RTW program. The success of the program will depend on good communication between the RTW Coordinator, the doctor, the injured worker and the JPIA claims representative.

When an injury occurs, we want to get immediate medical attention for our injured worker. Depending on the seriousness of the injury, 911 will be contacted or the employee's supervisor will drive the employee to our industrial medical provider. If the employee has to go to the hospital, the ambulance should be directed to take the employee to: Pioneers Hospital in Brawley.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #419: RETURN TO WORK (RTW)

Effective: April 1, 2012

Supersedes: None

page 3 of 5

If possible, we should request our industrial medical clinic to have an arrangement with the designated hospital to refer the employee back to Borrego Medical Center after their release from the hospital. We may need to redirect the employee to the clinic after release from the hospital.

The RTW Coordinator will assure that the Borrego Medical Center has a copy of the employee's job description. If the employee's supervisor takes the employee to the Borrego Medical Center, they will take a copy of the job description with them.

If the supervisor accompanies the employee to the Borrego Medical Center, a discussion should be held with the doctor at the conclusion of the appointment regarding what restrictions the doctor is placing on the employee's job duties.

Our RTW team will then discuss what modifications can be made to accommodate the restrictions. Once determined, RTW Coordinator will contact the doctor and discuss.

Employee Eligibility

All regular full-time employees are eligible to participate in the RTW, however, under certain situations, it may not be offered.

Management Orientation

The management team will be held accountable for the effective implementation of the RTW Program.

Being a small organization, the management team plays an essential role in helping an injured or ill employee transition back to work. Their training, dedication, and commitment are essential to the success of our RTW program.

If an injured worker is not released to return to full or modified duty, the employee's supervisor will make regular calls to the employee to review their health and recovery. The supervisor should let the employee know that they are missed and that they are looking for the employee's early recovery and quick return. The supervisor should determine when the employee's next doctor's appointment is scheduled. This information should be communicated to the RTW Coordinator.

The injured employee's supervisor will meet with the injured employee and the RTW Coordinator when the employee returns with restrictions from the doctor. This group, with the help from the RTW team as needed, will determine what work restrictions will be imposed to meet the doctor's restrictions. A **Transitional Duty Assignment Form** will be completed and signed by the employee, supervisor, and RTW Coordinator.

PERSONNEL POLICY #419: RETURN TO WORK (RTW)

Effective: April 1, 2012

Supersedes: NONE

page 4 of 5

Employee Orientation

All employees will be notified of the RTW Program at the time the Program is implemented. New hires will be informed of the RTW Program at the time of their Employee Orientation. **Each employee will be required to sign an Employee's Acknowledgment of Return to Work Program Policy, (unless the policy is included in the Employee Manual with a general acknowledgement form).** The form will be placed in the employee's personnel file.

All employees will be held accountable for providing assistance with the RTW Program if called upon. The success of this Program will be judged on the collective effort of all of our employees.

Monitoring an Injury/Illness

The RTW Coordinator will give the injured/ill worker all the pertinent forms and information, as well as reviewing with the employee their responsibilities for the RTW Program.

If an employee is not returned to full or modified duty immediately, the RTW Coordinator may need to follow-up with the doctor to see if there are any restrictions that could be imposed that might allow the worker to return. The RTW Coordinator will ask the doctor to complete **the Physician's Report / Employee Work Status form**. The RTW Coordinator will meet with the employee's supervisor and the employee to determine what modifications can be made to meet the doctor's restrictions. For non-workers' compensation cases, a Fitness for Duty Exam may be warranted. We will coordinate this through Occu-Med.

Employee's Responsibilities

If the doctor releases the employee to full duty with no restrictions, the employee will provide a copy of the **Physician's Report / Employee Work Status form** to his supervisor and then return to full duty.

If the employee is not released to return to work, it is the employee's responsibility to attend each scheduled doctor's appointment.

If the doctor releases the employee with restrictions, the employee will provide a copy of the **Physician's Report / Employee Work Status form** to his or her supervisor. The employee will then participate in a meeting with his or her supervisor and the RTW Coordinator regarding how the employee's job duties will be modified to meet the restrictions imposed by the doctor. A **Transitional Duty Assignment form** will be completed at this time and signed by the employee, supervisor, and RTW Coordinator.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #419: RETURN TO WORK (RTW)

Effective: April 1, 2012

Supersedes: NONE

page 5 of 5

Once this form has been signed, it will be the employee's responsibility to:

- Work within the physical limitations set by the physician at all times, and perform only those temporary duties assigned to the employee by their supervisor.
- Advise your supervisor if you are having difficulties performing the assigned tasks.
- Tell your supervisor in advance if you must miss work for a medical appointment. We request that you make every effort to schedule medical appointments at the beginning, end, or outside of employee work schedule to minimize the disruption.
- On future visits to the doctor, make sure that your supervisor is advised of any changes in your work restrictions. Provide your supervisor with an updated copy of the **Physician's Report / Employee Work Status form.**

It is the supervisor's responsibility to ensure the employee is following the restrictions and directions provided. If they are not, then appropriate action will be taken after consultation with the RTW Coordinator.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #500: CUSTOMER AND PUBLIC RELATIONS

Effective: July 1, 2011

Supersedes: January 1, 2009

page 1 of 1

BWD's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward BWD may be determined for a long period of time by the actions of one employee.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Customer Contact - BWD is dedicated to meeting the needs of and providing services to its customers. You are expected to avoid any confrontation with a customer whenever possible. If a confrontation cannot be avoided, you must treat the customer with utmost respect and courtesy. You must also promptly report any such confrontation or incident to your supervisor or manager.

BWD will review any complaint it receives regarding an employee's attitude toward or treatment of a customer. It will also take appropriate disciplinary action, up to and including termination of employment, depending upon the circumstances surrounding the complaint.

Emergency Situations - If an emergency situation arises and the BWD staff on site are unsure or feel uncomfortable to explain to the customer what the situation is, they are to direct the customer to contact the appropriate representative of the District.

Under no circumstances, should the BWD staff on site mislead or lie to the customer just to "make things right" for the moment, as it just makes the situation worse and the employee responsible will be subject to written disciplinary action up to and including termination of employment, depending upon the circumstances surrounding the situation.

By strictly following this policy, customer confusion and/or anger which otherwise might occur in the field will be minimized and become the responsibility of the appropriate office staff.

Deviations in Customer Records - Occasionally you may find what appears to be an obvious clerical or mathematical error on the part of the customer. Mistakes of this nature should tactfully be mentioned to the appropriate person. When discussing such an error, be certain of the mistake, be careful with whom it is discussed and most importantly, be diplomatic in handling the misunderstanding.

During your career, you may discover or suspect evidence of theft, embezzlement, defalcation or some other irregular practice on the part of the customer or customer personnel. If such an event occurs, inform your supervisor immediately. Under no circumstances should you discuss the matter with the customer or customer personnel.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #502: SOLICITATION AND DISTRIBUTION

Effective: January 1, 2005

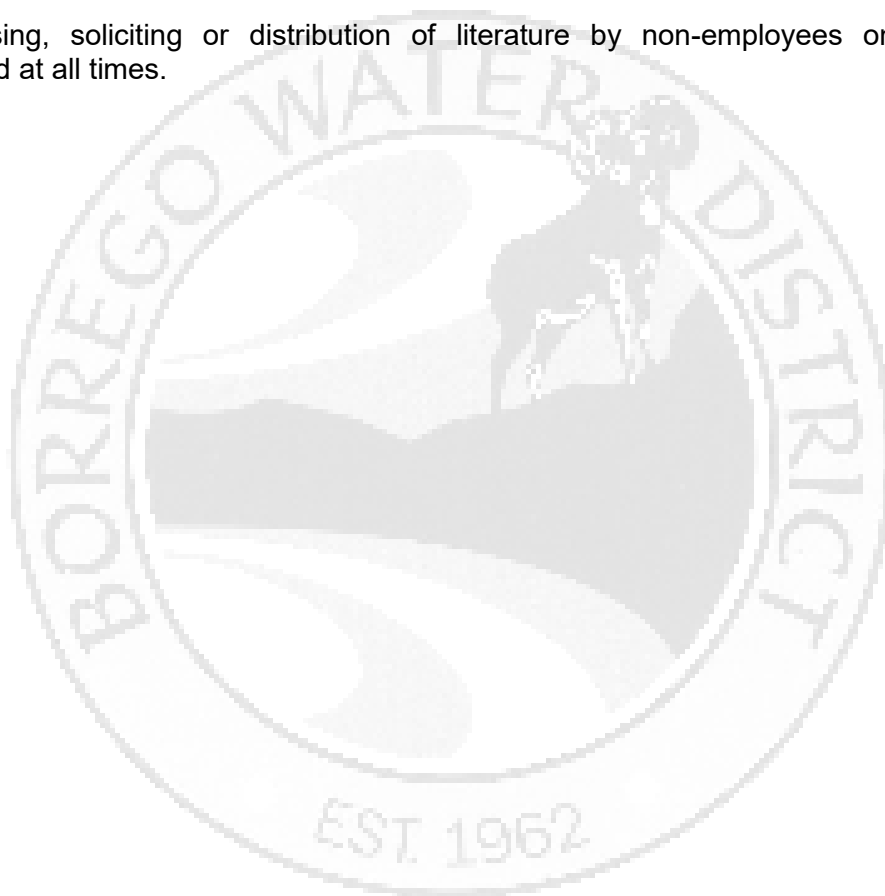
Supersedes: None

page 1 of 1

In order to avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #504: CONFLICT OF INTEREST/CODE OF ETHICS

Effective: January 1, 2005

Supersedes: None

page 1 of 1

BWD's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with BWD, or any of its customers, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

BWD adheres to the highest legal and ethical standards applicable in the business. BWD's business is conducted in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of BWD shall conduct their personal affairs in such a fashion that their duties and responsibilities to the District are not jeopardized and/or legal questions do not arise with respect to their association or work with BWD.

Protecting BWD's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss BWD's confidential business with anyone who is not employed by BWD.

All telephone calls regarding a current or former employee's position/compensation with BWD must be forwarded to HR.

BWD's address shall not be used for the receipt of personal mail.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #506: PERSONAL TELEPHONE CALLS

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

Personal Telephone Calls – It is important to keep our telephone lines free for customer calls. Although the occasional use of BWD's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Personal cellular phones should be set to a silent alert when at all possible, specifically during Board/Committee, etc. meetings on BWD premises.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #508: OUTSIDE EMPLOYMENT

Effective: January 1, 2015

Supersedes: January 1, 2005

page 1 of 1

We hope that you will not find it necessary to seek additional outside employment. However, employees who wish to engage in outside employment that might create a conflict of interest must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, BWD assumes no responsibility for the outside employment. BWD will not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

Outside employment must not conflict in any way with your responsibilities within BWD. Employees are expected to devote their energies to their jobs with BWD. The following types of outside employment are strictly prohibited.

- Employment that conflicts with an employee's work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with BWD;
- Employment that impairs or has a detrimental effect on the employee's work performance with BWD;
- Employment that requires the employee to conduct work or related activities on BWD's property during BWD's working hours or using BWD's facilities and/or equipment;
- Employment that directly or indirectly competes with the business or the interests of BWD.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #510: CELLULAR PHONES

Effective: January 1, 2023

Supersedes: January 1, 2009

page 1 of 1

DISTRICT ISSUED CELLULAR PHONES

BWD issues cellular telephones to employees in certain positions so that they may maintain contact with customers and co-workers when they are out of the office on business.

In the interest of the safety of employees and other drivers, the use of cellular phones while driving on District business and/or time is prohibited. If your job requires that you keep your cell phone on while driving, you must use a hands-free device and safely pull off the road before conducting District business. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle during the course of business or on company time.

BWD cellular telephones are for business purposes. Although the occasional use of your BWD cellular telephone for personal calls may be necessary, incoming and outgoing personal calls are discouraged. Employees must reimburse the BWD for any "personal use" charges over the allocated minutes allowed on a BWD cellular telephone. BWD issued cellular phones are considered District property and any data on the phone is also considered District property.

Employees are expected to demonstrate proper care of their cellular telephones. If a BWD issued cellular phone is broken or damaged, it should be reported to the supervisor in charge at once. All cellular telephones issued by BWD must be returned upon leaving BWD employment or upon transferring to a position that does not require a District cellular telephone.

DISTRICT EMPLOYEES NOT ISSUED CELLULAR PHONES

District office employees are not issued business cell phones, yet use their personal cell phones to conduct District business. Employees utilize their personal cell phones to conduct the following District business: to communicate with other District employees during and after business hours, to communicate with vendors (when required) during and after business hours and to review and respond to emails while away from their computer (when required) and used for authentication purposes on specific programs.

The Borrego Water District will not enter into contracts with vendors for employee use of cellular telephones or Internet service. Employees are the direct holder of a contract with the cellular telephone company and/or internet service provider. The exceptions to this rule are cellular phones for the field staff and hot spots provided for office staff who have a District issued laptop.

Eligibility Requirements

This stipend is applicable to full-time BWD employees who's job requires the use of a cellular telephone to conduct district business and only if:

- The employee is a key staff member needed in the event of an emergency
- The employee is involved in off hours/on-call activity

- The employee's job requires him/her to spend a considerable amount of time outside of his/her assigned office or work area during normal working hours and needs regular access to telephone and/or internet connections while away from the office
- The employee's job requires him/her to be accessible outside of scheduled or normal working hours.
- The need will improve efficiency or work performance.
- The District's General Manager will make the final determination of employees eligibility for cellular phone stipend.

Responsibilities of Employee Receiving Stipend

Employee is responsible for paying all charges on his/her personal wireless plan. The wireless carrier must meet the service requirements of the job responsibilities, which includes text, talk and data. If the employee leaves the position, he/she continues to be responsible for the contractual obligation of his/her wireless plan and any prepaid stipend amount will be deducted from final paycheck.

Provide cellular number to their supervisor and Human Resources within 5 days of activation of number and device.

The employee is personally responsible for complying with international, federal, state, and municipal laws regarding the use of wireless phones and other communication devices while driving. BWD will not be liable for non-compliance.

The employee should use discretion in relaying confidential business related information over any wireless device.

Stipend Allowance

Once in a 12 month period, the District will provide a stipend to employees who qualify for cellular telephone expense reimbursement for an amount not to exceed \$100 a month.

If employee leave prior to the fiscal year end, BWD will deduct a pro-rata share of the payment from your last check.

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 1 of 10

ELECTRONIC COMMUNICATIONS

BWD uses various forms of electronic communication including, but not limited to, communications via computers, email, telephones, cell phones, smart phones, text messaging, internet, PDAs, etc. All electronic communications are official BWD records and are the property of BWD. BWD reserves the right to access and disclose all messages sent through its system for any purpose.

Messages transmitted over the electronic communications system should be limited to BWD business activities, for the accomplishment of business, administration, or practices. The following general policies apply:

- Computers and all data transmitted through BWD servers are BWD property owned by BWD for the purpose of conducting BWD business. These items must be maintained according to BWD rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any BWD property may be removed from premises.
- All electronic communications also remain the sole property of BWD and are to be used for BWD business. For example, email messages are considered BWD records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of BWD and remains the property of BWD.
- Information stored in BWD computers and file servers is the property of BWD and may not be distributed outside BWD in any form whatsoever without the written permission of the BWD General Manager.
- Violation of any of the provisions of this policy, whether intentional or not, will subject BWD employees to disciplinary action up to, and including, termination.

1. Personal Use of Electronic Communications Systems

BWD provides computers, electronic communications, electronic information and information technology resources, including the internet, to its employees to help them do their job. Generally, these resources and property should be used only for business related purposes; however, there are a few exceptions. Limited, occasional, or incidental use of electronic communications for personal use may be permitted under the following circumstances.

- Personal use may not interfere with the productivity of the employee or his/her co-workers;
- Personal use may not involve any prohibited activity described in this policy
- Personal use may not disrupt or delay the performance of BWD business;

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 2 of 10

- Personal use may not consume BWD resources or otherwise deplete system resources available for BWD business purposes;
- Personal use may not be used for personal employee gain or commercial ventures;
- Personal use may not support or advocate non-BWD related business purposes; and
- Not impact or place at Risk BWD's record retention program that is regulated by various record retention laws.

2. E-Mail

When using District e-mail and other forms of electronic communication, appropriate workplace etiquette must be observed. The guidelines for appropriate and effective communication include:

- **Communicating urgent matters for immediate response, with several people quickly or other time sensitive matters.**
- **Keeping all messages as brief as possible to minimize reading time, thereby keeping communication efficient.**
- **Using the simple rules of who, what, when, where and why to answer any anticipated questions.**
- **Avoiding sensitive or confidential subject matter that should be addressed in person, or private communication if possible.**
- **Checking message content for accuracy and good business writing style (i.e., using correct grammar, spelling and punctuation).**
- **Following up regularly when a response is expected or requested and has not been received in a timely manner.**
- **Reading all messages daily or regularly and responding when requested or expected.**
- **Avoiding the use of all capital letters.**
- **Avoiding the "reply all" function, when not necessary or intended.**
- **Saving, printing or deleting messages after reading to avoid using the e-mail server as permanent storage.**
-

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 3 of 10

Retention

No e-mail messages will be considered by BWD to be retained in the ordinary course of business. However, the content of some e-mail messages could be classified as a record pursuant to the guidelines established by management and to the following criteria:

- Content required by law to be retained;
- Content which is documentation of notice to a member of the public of an action or position taken on behalf of BWD;
- Content which is documentation of a BWD policy, BWD regulation, or official decision made on behalf of BWD;
- Content which is documentation of a transaction of business between BWD and another party; and

Employees should make themselves familiar with the provisions of BWD's Records Retention Policy to determine if an e-mail is required to be maintained as a printed and/or electronic document

Security

Computer viruses transmitted via electronic mail pose a serious business threat to the District. To minimize this risk:

- **ITT (Information Technology Technician) will scan incoming internet e-mail for viruses**
- **E-mail users are required to refrain from opening e-mail attachments that are not business related.**
- **Third party desktop e-mail software clients that retrieve electronic mail from the internet are not allowed. The District sanctioned e-mail client is GoDaddy for desktop devices.**
- **If you feel you have received an inappropriate e-mail, contact ITT/HR (Information Technology Technician / Human Resources).**

3. Access of another Person's Electronic Communications

Employees may not intercept, eavesdrop on, record, read, alter, retrieve, receive, send, or use another person's Electronic Communications and/or storage without proper authorization.

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 4 of 10

4. BWD-Wide Web Site Policies

The external (or public) BWD World Wide web site (bvgsp.org) maintained by BWD represents a fundamental communication tool to providing critical BWD information. The BWD's web site is for "official use" only. All information disseminated through the website must be related to the official duties and responsibilities of employees and department.

The California Public Records Act applies to information processed, sent, and stored on the internet. Confidential information should not be posted on BWD's external website. Management must approve all information that is posted on the web site.

No BWD employee or official may use BWD's web site for campaign related purposes. Such campaign related purposes include, but are not limited to, the following:

- Statements in support or opposition to any candidate or ballot measure;
- Requests for campaign funds or references to any solicitations of campaign funds;
- And references to the campaign schedule or activities of any candidate.

The BWD official web site may not be linked to any private web site related to a candidate's campaign for elective office, but it may link directly to the home page of the election-related pages where general election and candidate information can be found.

5. Internet

Access to the Internet has been provided to staff members for the benefit of BWD. It allows employees to connect to information resources around the world. Every staff member has the responsibility to maintain and enhance the organizations' public image and to use the internet in a productive manner. Employees accessing the internet are representing BWD. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. To ensure that all employees are responsible, productive internet users and are protecting BWD's public image, the following guidelines have been established:

a. Unacceptable Use of the Internet

All existing BWD policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of BWD assets or resources. It is a violation of BWD policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is: discriminatory, harassing, or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against BWD policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 5 of 10

While it is not possible to provide an exhaustive list of every type of inappropriate use of the Internet, all users should be aware that appropriate use of the Internet includes, but is not limited to, the following rules:

- Never use an account assigned to another user;
- Never make an unauthorized attempt to enter any computer;
- Never post, send, or provide access to any confidential employer materials or information;
- Never access or send sexually-suggestive material;
- No gambling;
- No trademark, copyright, and licensing stipulation infringements;
- No proprietary and confidential information;
- No solicitation, according to the BWD's policy;
- No personal sites; and
- No threatening or inappropriate blogs.

b. Communications

Each employee is responsible for the content of all text, audio, or images that they place or send over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated over the internet should have your name attached. No messages should be transmitted under an assumed name. Employees may not attempt to obscure the origin of any message. Information published on the internet should not violate or infringe upon the rights of others. No abusive, profane, or offensive language is transmitted through the system.

c. Monitoring of Communications and Passwords

BWD reserves the right to inspect all BWD property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. BWD computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. BWD reserves the right to access, review, and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems, and other digital archives and to access, review, and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of BWD policy or any law occurs. E-mail may be monitored by BWD and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as private.

Passwords must have the following requirements:

- Minimum of 8 characters in length
- Must have at least one Capital letter, one lower case letter, one (1) number and one Symbol
- Your username, first/last name, or both are not allowed as part of your password
- You are required to change your password every 90 days

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 6 of 10

Employee passwords may be used for purposes of security but the use of a password does not affect the BWD's ownership of the electronic information or ability to monitor the information. BWD may override an employee's password for any reason.

All passwords created by the user or issued to the user are for the purpose of communication and are not to be shared, given or otherwise disclosed to any other person. All security features contained within BWD's Electronic Communications Systems such as passwords, codes, or delete functions will not prevent BWD from accessing employees' business or personal Electronic Communications, stored or otherwise, on the Electronic Communications Systems.

d. No right of privacy

The BWD respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of BWD-provided equipment or supplies. Employees should be aware that the terms of this policy limit their privacy in the workplace.

BWD's Electronic Communications Systems and Electronic Storage are BWD's property and are intended for BWD business. All Electronic Communications and Electronic Storage within these systems are the property of BWD, regardless of the content, including any personal communications. BWD reserves the right to monitor the Electronic Communications Systems for any reason, including the right to review, audit and disclose all matters sent over and/or stored in the Electronic Communications Systems.

As a result, employees should be aware that no Electronic Communications transmitted on the Electronic Communications Systems, or Electronic Storage contained within the systems, is private or confidential. Employees should have no expectation of privacy with respect to any use, including storage, business or personal, of BWD's Electronic Communications Systems.

Employees should be aware that Electronic Communications and/or Electronic Storage can be copied, modified, and/or forwarded to others without the express permission of the original author. Therefore, employees must use caution in the storage, transmission, and dissemination of Electronic Communications outside of BWD and must comply with all state and federal laws. Electronic Communications and/or Electronic Storage of BWD may be recognized as official records in need of protection/retention in accordance with the laws of California. All e-mail and Internet messages are subject to state and federal laws, including but not limited to the California Public Records Act, open meeting laws, and the federal Electronic Communications Privacy Act.

The California Public Records Act (CPRA), Government Code Section 6520, *et seq* requires BWD to make all public records available for inspection and to provide copies upon

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 7 of 10

request. A public record is any writing (which includes electronic documents) related to the conduct of the public's business prepared, owned, used, or retained by BWD. The CPRA includes a number of exceptions from the disclosure requirement. Any information on

BWD's information system may be subject to disclosure under the CPRA. If there is some doubt, the employee should contact the ITT/HR for advice as to whether the information is public record. All public records must be retained in accordance with BWD's Record Retention Policy.

6. Internet

BWD views social networks such as web based discussion or conversation pages and other forms of social networking such as Facebook, Twitter, You Tube, etc., as significant new forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any public communications. Therefore, all employees have an obligation to BWD to ensure that any public communication they make, including social networking communications, must not negatively impact the reputation of BWD or bring disrepute in any way to BWD, its partners, customers, suppliers, etc. Additionally, engaging in social networking during your workday can negatively impact your productivity and work performance. Therefore, it is your responsibility to regulate your social networking so that it does not impact your productivity or cause performance issues.

Identified below are general guidelines and examples of prohibited communications. Please note that this list contains examples only and is not intended to be, nor is it an exhaustive list of prohibited communications. *The absence of, or lack of explicit reference to, a specific site does not limit the extent of the application of this policy.* Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with management if you are uncertain.

General Guidelines and Examples of Prohibited Communications:

- You may not use BWD's logo on your posts unless given written consent by the General Manager.
- Do not link to BWD's website or post BWD material on a social media site without prior, written permission
- All BWD policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, non-competition, protecting confidential and/or proprietary information. Violation of this policy may lead to discipline up to and including termination.

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 8 of 10

7. Software

In order to ensure that devices throughout the District can be maintained in a timely and cost effective manner, and to ensure that the District is compliant with software licensing issues, the following guidelines and restrictions apply:

- All software installed on District computing devices must be legally licensed by the District.
- Employees are not authorized to install personal copies or software on District computing devices.
- All hardware and software installations and upgrades on District business devices must be performed by authorized IT personnel. Employees are not authorized to install or upgrade computing hardware or software unless designated.
- To insure compatibility and interoperability between all District computers, all software must adhere to standards for operating systems, email systems, office suite software and internet browsers (among others). Exceptions to standards are valid on a case-by-case basis as required by District business functions.
- The Information Technology Technician (ITT) or other persons authorized by the General Manager is the only one authorized to run software on each business computing device to provide necessary support and inventory services.

8. Security

ITT is responsible for providing the security and safeguards of the District's networking infrastructure from malicious attacks and other cyber threats that exist as well as other internal threats, by installing the appropriate antivirus application/s. All of the District's computing devices are required to have Anti-virus, Anti-Malware and Intrusion Prevention /Detection. This applies to all servers, workstations, laptops, and tablets (computing devices) as stated below:

- Installed software must be able to detect and remove all known types of malicious software.
- Updates are to be performed regularly as updates are available.
- Security and antivirus systems are to be active when the server is in operation and periodic virus scans are to be performed during off hours as to prevent degradation.

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 9 of 10

- A third party is hired to annually perform a vulnerability scan to ensure effective security is in place and to detect any future unforeseen security issues.
- The security cage for the BWD server must remain locked at all times except during maintenance.

Any computer that is found on the District's network without anti-virus, anti-malware, or intrusion prevention/detection software and/or with either of these disabled will be

considered compromised and will be quarantined by ITT until the situation can be inspected and be rectified.

9. Social Engineering Awareness

Social Engineering is the use of deception to manipulate individuals into divulging confidential or personal information that may be used for fraudulent purposes. Social engineering attacks can include any one (or more) of the following:

- Telephone, e-mail, letter, personal contact or other electronic means (skype chat, text messaging, etc.) attempting to collect sensitive District information.
- Any attempt by an individual (including internal employees) attempting to gain information via pressure techniques – i.e. social pressure, social encouragement or simply being tricked or deceived.

The following is a listing of techniques, key phrases, etc. that could be used with any of the above (or other) types of attempts:

- An urgent matter
- Forgotten password
- Computer virus warning, scam or emergency
- Intimidation from higher management
- Name dropping – which may give the appearance that legitimate and/or authorized persons know of and/or approve
- Information requested that may reveal confidential information such as passwords, security level, or other information

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #511: ELECTRONIC COMMUNICATIONS

Effective: May 1, 2018

Supersedes: January 1, 2015

page 10 of 10

- Claiming to be an agent of or “affiliated with” a particular company, etc.
- A person that is utilizing techniques such as trying to become “friendly” or “familiar” by using compliments, etc.

If a social engineering attempt is detected, the first line of defense is to ignore the request with the following exceptions:

- If the requester is an employee or agent (contractor, vendor, volunteer or other), then the person receiving the request must contact HR/ITT. Under no circumstances should any information that is unauthorized be released.
- For personal and on premise attempts, if the requester is persistent and the employee is uncomfortable handling the situation, he/she is to contact HR/ITT, if they are unavailable, contact next available person in management. If the employee feels threatened by the requester, then the employee should remove themselves from the situation.

All District employees, contractors, consultants, temporary employees, and other workers including all personnel affiliated with third parties utilizing the District's electronic communication systems are responsible for understanding and adhering to this policy. Unauthorized or improper use, may result in disciplinary action up to, and including termination. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the District, customers and employees.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #512: CARE OF EQUIPMENT/BWD VEHICLES

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

You are expected to demonstrate proper care when using BWD property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

BWD VEHICLES

Operators of BWD vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a BWD vehicle must be reported to the supervisor in charge immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a BWD vehicle.

BWD vehicles should be operated by the employee only. BWD vehicles may only be used for job-related travel, unless in an emergency or with prior approval. BWD is not responsible for any incidents/accidents if the vehicle is used during personal time.

The use of seat belts is mandatory for operators and passengers of BWD vehicles.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #514: STAFF EXPENSE REIMBURSEMENT

Effective: May 1, 2018

Supersedes: January 1, 2009

page 1 of 2

BWD will reimburse employees for reasonable expenses incurred during the course of business, through pre-approved business expenditures travel or entertainment as described below:

All cash advances must be accounted for and expense receipts submitted within one week.

CREDIT CARD USE

Credit cards will be issued to specific employees who either travel on a regular basis on BWD business, or have the need to frequently purchase supplies or services. Credit cards shall be used only for legitimate, approved business of BWD, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.

- No personal items may be charged on the business credit card;
- All charges must be in line with travel guidelines or as approved by management; and
- Receipts must be submitted to the Cal Card Program Administrator within one week of making the charge.
- Card will be immediately terminated if employee leaves the company.

Credit Card Limits: Each authorized credit card holder has a spending limit up to \$5,000, unless preapproved. It is the responsibility of the cardholder to monitor the charges being incurred and to make sure that the credit card limit is not exceeded. If a credit card limit is exceeded, the cardholder may be held personally liable for all charges related to the exceeded limit.

Credit Card Statement Payment Procedures: Once statements are received, they will be forwarded to the appropriate employee for review and approval. Since prompt payment is required to avoid late charges, prompt response by the employee is required. The statement will then be forwarded to the Administration Manager for review and G/L coding. Any irregularities will be sent back to the employee for clarification and if appropriate to the employee's supervisor and/or GM. No statement will be paid without proper receipts turned into AP. If proper receipts or approved substitute receipts are not turned in, the employee may be liable for the charge.

All District credit cards are to be used for official District business only. No personal use of the District credit card is allowed. If an employee is found to be violating this policy, they will be subject to disciplinary action, up to and including immediate termination.

EMPLOYEE INCURRED EXPENSES

Expenses under the amount of \$50, which are incurred by employees for BWD purposes, will be reimbursed through petty cash. Expenses over that amount will be reimbursed through normal accounting procedures after you have completed and submitted an expense report. All expenses must be approved in advance by management before submitting to Accounts Payable for reimbursement.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #514: STAFF EXPENSE REIMBURSEMENT

Effective: May 1, 2018

Supersedes: January 1, 2009

page 2 of 2

MILEAGE

The mileage reimbursement rate to operate privately-owned vehicles will be the allowable IRS rate in effect at the time the expense is incurred.

TRAVEL

- Air Travel – Employees are expected to get the least expensive flight, however, refundable tickets should be purchased.
- Car Rentals – BWD's policy is to allow you to rent a mid-size automobile where you get the best rate and most convenient rental. When renting a car on BWD business, use your BWD issued corporate credit card and do not purchase additional car rental loss and damage coverage.

LODGING

The reimbursement rate should not exceed State of California Government rate or \$150 per night, exclusive of tax, or whatever is a comparable rate in the area. Staff members should always try to get a state rate whenever possible.

BUSINESS MEALS & TIPS

The following guidelines should be used for reimbursement of meals while traveling on BWD business. Special circumstances may require approval to justify reimbursement for amounts above the following:

Partial Day Travel

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$35.00

Full Day Travel

\$70.00/day

Gratuities will be reimbursed up to 20%

This list is not all-inclusive. See HR regarding additional reimbursable business expenses.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #516: CONTACT WITH THE MEDIA

Effective: January 1, 2005

Supersedes: None

page 1 of 1

All media inquiries regarding BWD and its operations must be referred to the General Manager or his assigned designee. Only the General Manager or his assigned designee is authorized to make or approve public statements pertaining to BWD or its operations. No employees, unless specifically designated by the General Manager or his assigned designee, are authorized to make those statements.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #520: REFERENCE CHECKS

Effective: January 1, 2009

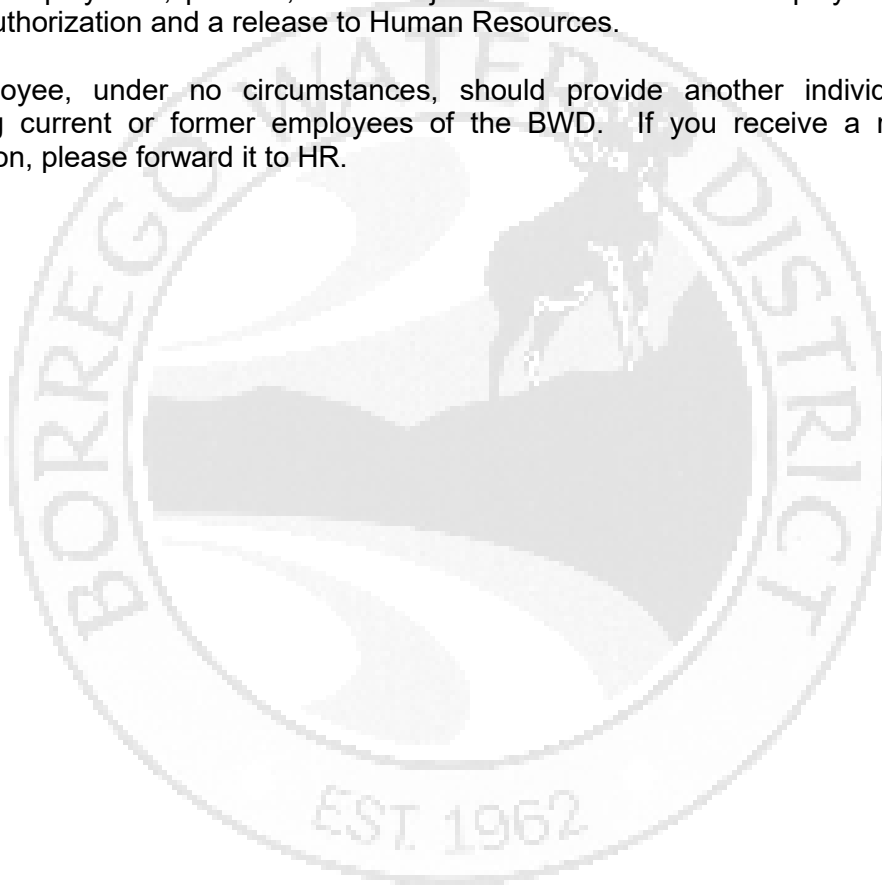
Supersedes: January 1, 2005

page 1 of 1

Reference Information on Current or Former Employees – All reference requests regarding current or former employees must be directed to Human Resources for response.

Human Resources will provide no information about any present or past employee, except the dates of employment, position, title and job location unless the employee gives prior, previous written authorization and a release to Human Resources.

An employee, under no circumstances, should provide another individual with information regarding current or former employees of the BWD. If you receive a request for reference information, please forward it to HR.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #600: SAFETY

Effective: November 1, 2016

Supersedes: January 1, 2015

page 1 of 1

Safety can only be achieved through teamwork at BWD. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances on BWD property is forbidden.
3. The unauthorized use of alcoholic beverages during working hours, will not be tolerated.
4. Use, adjust and repair machines and equipment only if you are trained and qualified.
5. Get help when lifting or pushing heavy objects.
6. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
7. Know the locations, contents and use of first aid and fire fighting equipment.
8. Wear personal protective equipment in accordance with the job you are performing.
9. Comply with OSHA standards as written in our IIPP manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

For further detailed safety information see BWD's Injury Illness Prevention Plan (IIPP).

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #601: ERGONOMICS

Effective: January 1, 2015

Supersedes: January 1, 2005

page 1 of 1

BWD encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with your manager or HR.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #602: WORKPLACE SEARCHES

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 1

To protect the property and to ensure the safety of all employees, customers and BWD, BWD reserves the right to conduct personal searches consistent with state and federal law, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from BWD property. In addition, BWD reserves the right to search any employee's office, desk, files, lockers, equipment or any other area or article on its premises in accordance with state and federal law. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of BWD, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of BWD.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the BWD's security procedures or any other District rules and regulations.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #604: WORKPLACE VIOLENCE

Effective: January 1, 2015

Supersedes: January 1, 2005

page 1 of 1

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to BWD property in the event someone, for whatever reason, may be unhappy with a BWD decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor on BWD premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Any employee that receives a protective or restraining order that lists BWD premises as a protected area is required to provide the General Manager and HR with a copy of such order.

Violations of this policy, including failure to report or fully cooperate in BWD's investigation, may result in disciplinary action, up to and including immediate discharge.

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #606: SMOKING IN THE WORKPLACE

Effective: January 1, 2005

Supersedes: None

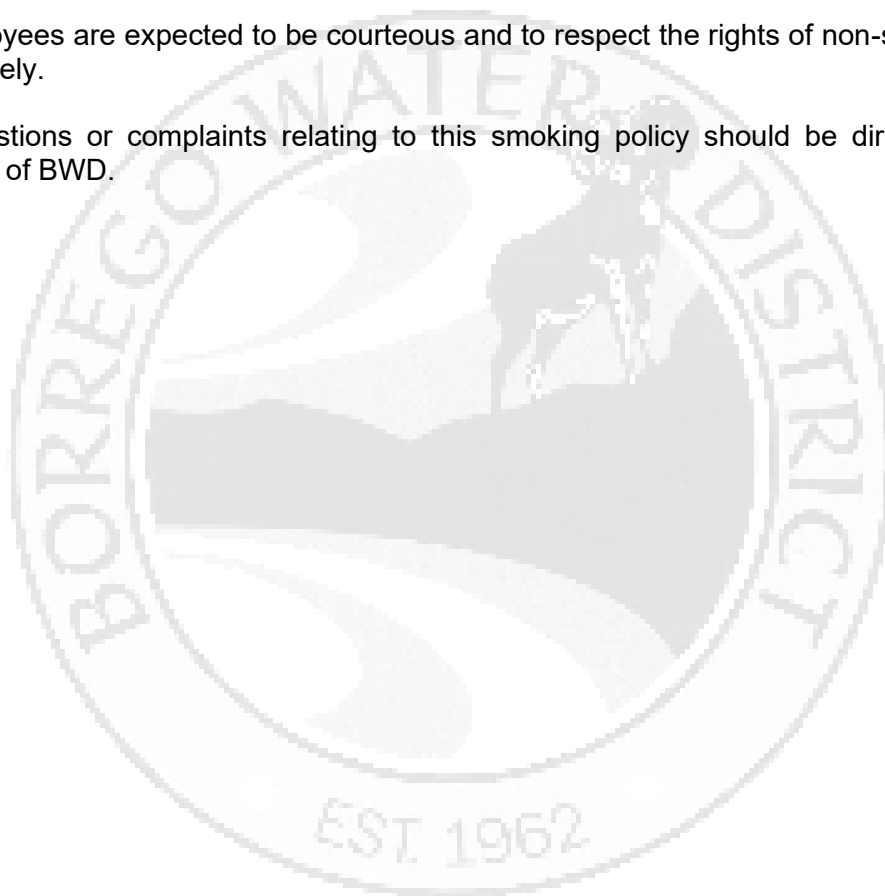
page 1 of 1

BWD is committed to providing a safe and healthy environment for employees and visitors.

Currently, smoking on BWD premises is permitted only in designated areas. This restriction applies to all hours including before, during and after work hours.

All employees are expected to be courteous and to respect the rights of non-smokers and smokers respectively.

Any questions or complaints relating to this smoking policy should be directed to the General Manager of BWD.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #608: CONCEALED WEAPONS

Effective: January 1, 2005

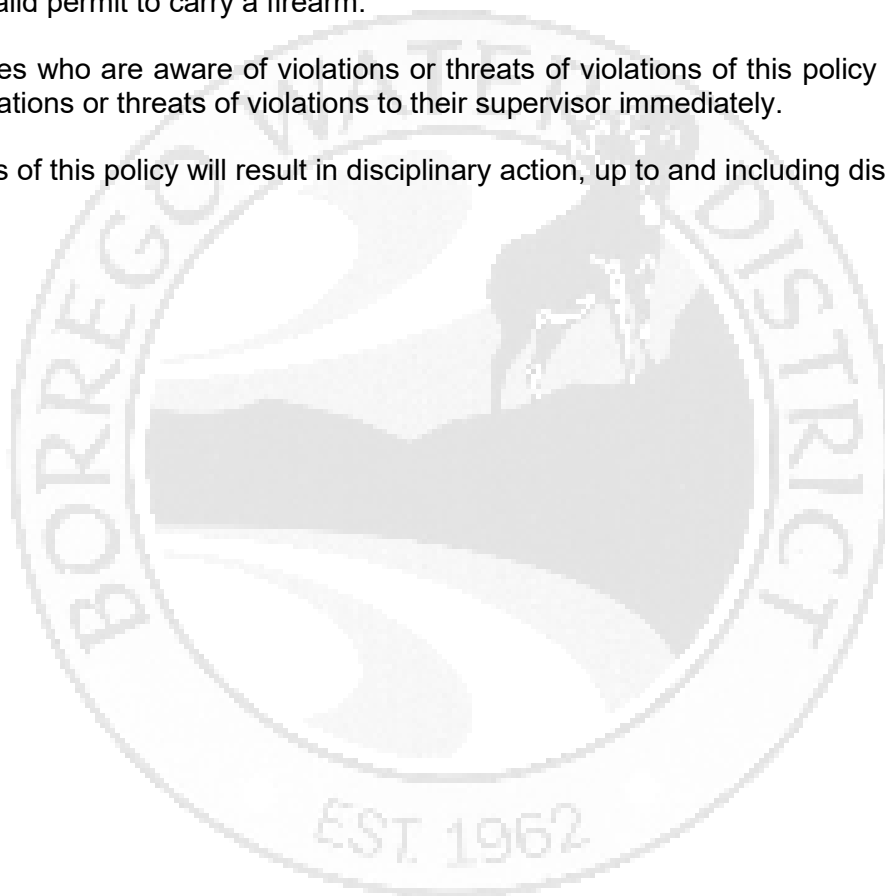
Supersedes: None

page 1 of 1

Possession, use or sale of weapons, firearms or explosives on work premises, while operating BWD machinery, equipment or vehicles for work related purposes or while engaged in BWD business off premises is forbidden except where expressly authorized by BWD and permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.



BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #610: IN AN EMERGENCY

Effective: November 1, 2016

Supersedes: January 1, 2015

page 1 of 1

When an emergency occurs BWD Management should be notified immediately. Emergencies include all accidents, medical situations, bomb threats, other threats of violence and the smell of smoke. If management is unavailable, contact the nearest BWD official.

Should an emergency result in the need to communicate information to employees outside of business hours, they will be contacted by management. Therefore, it is important that employees keep their personal emergency contact information up to date and notify HR of any changes.

Additionally, BWD has established a voicemail system which can be reached at (760) 767-5806. In the case of an emergency, employees may call the system to obtain updated information.

When events warrant an evacuation of the building, you should follow the instructions of the management in charge. Employees should leave the building in a quick and orderly manner. They then should assemble at the predetermined location as communicated to them by management to await further instructions or information.

For further detailed emergency information see BWD's Injury Illness Prevention Plan (IIPP).

BORREGO WATER DISTRICT (BWD)

PERSONNEL POLICY #612: SUBSTANCE ABUSE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 1 of 2

BWD has vital interests in ensuring a safe, healthy and efficient working environment for employees, their co-workers and the customers served. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as condition of employment and continued employment with BWD the following substance abuse policy.

1. ABUSE OF DRUGS OR ALCOHOL:

Using, possessing, purchasing, selling participating in the sale or purchase of, or being under the influence of drugs, or being under the influence of alcohol, during working time, on BWD or customer premises, while operating BWD vehicles or equipment, or while operating a personal vehicle on BWD business is absolutely forbidden and will result in discharge or discipline as BWD deems appropriate.

This policy applies to all controlled substances, including but not limited to marijuana, hashish, cocaine, methamphetamine, heroin, LSD, ecstasy, and all other drugs of abuse, as well as prescription drugs that were obtained without a proper and lawful prescription or which are not being used properly by the employee for whom they were prescribed.

This policy applies to all employees of BWD, as well as to temporary or contract personnel employed by a third party agency who are rendering services to BWD.

2. PRESCRIPTION DRUGS:

Employees and candidates who have received an offer of employment conditioned upon a drug and alcohol test, who are properly using prescription drugs that may impair their abilities to perform the essential functions of the job or create a direct risk to the safety and health of others should notify management before commencing work or undergoing testing so that appropriate precautions may be taken. Such information will be kept confidential to the fullest extent required by law. Misuse or unauthorized use of prescription drugs is otherwise forbidden under this policy.

3. REASONABLE SUSPICION TESTING:

Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed above. In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to BWD employment.

1. ACCOMMODATION FOR DRUG AND ALCOHOL REHABILITATION PROGRAMS:

BWD will reasonably accommodate any employee who comes forward before violating this policy and requests to enter voluntarily into a drug or alcohol rehabilitation program.

BORREGO WATER DISTRICT (BWD)

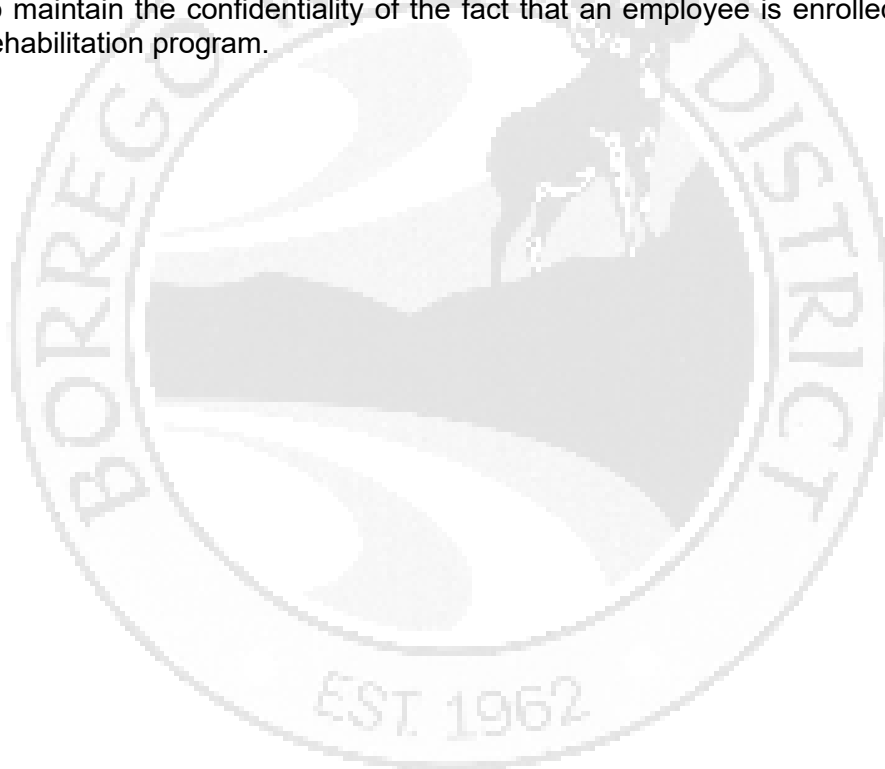
PERSONNEL POLICY #612: SUBSTANCE ABUSE

Effective: January 1, 2009

Supersedes: January 1, 2005

page 2 of 2

Employees may use their accrued sick leave to participate in such rehabilitation. Once an employee violates this policy, however, any request to enroll in a rehabilitation program in lieu of discharge or discipline will be left to the sole discretion of BWD, and will be conditioned upon satisfactory completion of rehabilitation and consent to further testing or other necessary follow-up measures. Any subsequent failure by the employee to comply with such testing or other follow-up measures shall be grounds for immediate discharge. Employees who wish to enroll in drug or alcohol rehabilitation are encouraged to come forward before they are found in violation of this policy. BWD shall make reasonable efforts to maintain the confidentiality of the fact that an employee is enrolled in a drug or alcohol rehabilitation program.



BWD ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL POLICY MANUAL

After you have read this Personnel Policy Manual and have clarified any issues with management, please sign and return the following statement:

I have received my copy of the BWD employee Personnel Policy Manual. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the manual.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the BWD. I understand and agree that, other than the General Manager of BWD, no manager, supervisor or representative of BWD has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.

My signature below certifies that I have received a copy, read and understand the BWD Personnel Policy Manual.

Employee's Signature: _____

Date: _____

Please Print Name: _____

BORREGO WATER DISTRICT

~~ARTICLE V~~ DIVISION III. PERSONNEL MATTERS

Rules and Regulations - Personnel

(Refer to Personnel Policy Manual, Organizational Chart, Job Descriptions, Compensation Scale and Benefits Schedule)

Commented [JC1]: Section 700 General Manager
ADD: ORG CHART, JOB DESCRIPTIONS & SALARY
RANGES, HIRING, HONESTY & INTEGRITY,
HARASSMENT, ADA, LEAVE,

SECTION ~~5.3~~ 1 PURPOSE

The following Rules and Regulations are intended to establish the working conditions for all employees of the District, a classification of positions, and the amount of, and method for, compensating employees.

SECTION ~~5.3~~ 2 MANAGEMENT'S RIGHTS

~~5.3.2.1~~ 3.2.1 Relegation of Management's Rights. By the provisions of this ~~Article~~Division, the District has set forth rules and regulations and general conditions for employment, for its employees. The District retains, solely and exclusively, all rights of management which have not been expressly abridged or limited by the various provisions of this ~~Article~~Division.

~~5.2.2~~ 3.2.2 Specific Management Rights Reserved. The sole and exclusive rights of management, which are not abridged by this ~~Article~~Division, shall include, but shall not be limited to, the following:

- A. The right to determine the existence or non-existence of facts which are the basis for a management decision.
- B. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types of equipment to be used.
- C. The right to establish, continue, discontinue, or modify policies, practices, or procedures.
- D. The right to determine, and to redetermine, from time to time, the number, location, relocation and types of its operations, and the methods, processes, and materials to be used by employees, including the right to discontinue processes or operations, or to discontinue their performance by employees; to determine the number of hours per day or per week operations shall be carried on, and the schedule thereof.
- E. The right to select, determine, and schedule the number of types of employees.
- F. The right to assign work to such employees in accordance with requirements determined by management.

- G. The right to establish and change work schedules and assignments.
- H. The right to transfer, reclassify, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work; to determine the facts of lack of work.
- I. The right to make and enforce safety rules and work rules for the maintenance of discipline.
- J. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this [Article](#)[Division](#).

SECTION 3.3 GENERAL MANAGER

3.3.1 Operations.

- A. The General Manager has full charge and control of the management and administration of the operations of the District.
- B. The General Manager is in charge of everyone who works for and in the District (employees, suppliers, consultants).
- C. The General Manager is responsible for ensuring that all requirements of the law are met.
- D. The General Manager is responsible for seeing that all policies and directives of the Board are carried out.
- E. The General Manager is responsible for the safety of all people and equipment of the District.
- F. The General Manager is responsible for the health and safety of District customers.
- G. The General Manager is responsible for providing general information on the operations of the District to the Board and providing specific reports on hazards and matters of public concern.

3.3.2 Employer/Employee Relations.

- A. The General Manager may delegate duties and responsibilities of his office.
- B. The General Manager recruits, hires and fires all employees.
- C. The General Manager prescribes the duties of every employee. The General Manager writes Job Descriptions. The Board may review job descriptions.
- The General Manager provides day-to-day direction to every employee, either directly or through other employees as prescribed.
- E. The General Manager decides on the need for discipline and administers it (through supervision). Discipline must be in accordance with Labor Laws and Section 900 of the WESA Administrative Code. The Board shall be informed when the matter is severe, or if the Board will be involved (as in an appeal).
- F. The Board decides on **pay ranges** for each job description. The General Manager assigns specific compensation for each employee.

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The Board has access to all salary information.
G. The General Manager makes recommendations on changes to compensation.
H. The Board decides on the total amount of compensation paid to employees (in budget).
I. The General Manager decides on promotions/demotions.
J. The General Manager decides on training/education requirements for every job.
K. The General Manager recommends to the Board of Directors the headcount for each job description and total headcount for the District(in budget).
L. The General Manager prepares the organization chart for the Board's review.
M. The General Manager is responsible for meeting provisions of Labor Law.
N. The General Manager follows grievance procedures. The Board adopts the procedures.
O. The General Manager calculates the performance of every employee.

3.3.3 Board Meetings.

A. The General Manager prepares the Board Meeting agendas. Any board member can add items to the agenda, upon request to the General Manager and to the President of the Board.
B. The General Manager prepares the board packet, decides on its contents, level of detail, etc. The General Manager shall provide the Board of Directors with their board packet in compliance with the Brown Act.
C. The Board establishes the level of financial detail it desires.
D. When issues or questions are raised by the public or the press, responses are referred to the Board President. The President refers the response to the General Manager or to the District's Legal Counsel.
E. The General Manager normally invites employees or consultants to attend Board meetings. The Board may request people to attend.
F. The General Manager and Executive Administrative Assistant are jointly responsible to see that the requirements of the Brown Act are done in consultation with legal counsel.

3.3.4 Consultants and Suppliers.

A. The General Manager recommends use of a consultant, supplier or contractor. The Board of Directors approves the recommendation at a noticed public meeting.
B. The General Manager is responsible for selection of qualified sources (suppliers, contractors or consultants). The Board decides if a sole source should be selected.
C. The General Manager is responsible for preparation of an RFP or RFQ to be used in the consideration and selection of consultants.

suppliers and/or contractors.

D. The General Manager recommends the winner. The Board makes final selection to award.

E. The General Manager is responsible for preparation of contracts for services. The District's Legal Counsel reviews and approves the form and content of District's contracts for services. The Board authorizes the General Manager to execute the contracts at a noticed public meeting. (See also purchasing procedure).

F. The General Manager provides direction to consultants.

G. The Board selects and directs legal counsel. The Board should consult with the General Manager on the selection process.

H. The General Manager is responsible for valuating and monitoring consultant's performance. The General Manager holds the consultant responsible for their performance as outlined in approved contracts and contract specifications.

I. The General Manager approves consultant's billings.

3.3.5 Finance.

A. The General Manager and Finance Officer prepare a first draft budget for the Board to review.

B. The Board approves a budget preparation/adoption schedule, based on recommendation of staff.

C. The General Manager is responsible for management of the District based on the approved budget. The General Manager cannot move or transfer funds from a capital account to an operations account, or from one major operating account to another, without prior Board approval.

D. The Finance Officer is responsible for providing monthly status reports on the budget.

E. The Finance Officer is responsible for providing special financial reports.

F. The General Manager assures that the Financial Records are accurate and auditable at all times.

G. The General Manager assures that bills are paid on time. The General Manager may release a payment for items that can cause additional fees or fines to be incurred, service to be disrupted, savings to be realized, or others as required, on a case-by-case basis.

H. The General Manager is given authority to approve purchases in accordance with the District's Purchasing Policy.

I. The District hires an outside independent auditor to conduct the annual audit. The auditor works for the Board and reports to the Board.

J. The Board awards competitive bids.

3.3.6 Outside Activities.

A. Members of the Board of Directors and staff are assigned by the Board President to attend outside meetings and serve as spokesperson.

B. The General Manager is responsible for managing customer

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complaints and inquiries. The Board is apprised of customer issues that the General Manager deems are significant or warrant the Board's input.

C. The General Manager manages the budget and expenditures of the District on conferences and activities involving travel, meals, registration, etc.

D. The General Manager is responsible for the District's public relations and public outreach activities. Staff is assigned to be the District spokesperson where appropriate.

3.3.7 Emergencies.

A. The General Manager is responsible for determining if an emergency exists.

B. The General Manager has the authority to take any action and expend any funds he deems necessary to deal with emergencies.

C. The General Manager informs the Board at the earliest time possible that an emergency situation exists.

3.3.8 Property.

A. The General Manager is responsible for safeguarding, conserving and maintaining all District property.

B. The General Manager is responsible for maintaining an inventory of the District's property.

C. The General Manager is responsible for meeting all the requirements with respect to the law.

D. The General Manager can accept property on behalf of the District. The Board grants easements and disposes of District property.

E. The General Manager will inform the Board on notable events (Robberies, fires, accidents) that occurs to District property.

F. The General Manager will ensure that a Letter of Value or fair market appraisal is obtained for property with a value greater than \$25,000 or a comparative market analysis is obtained for property with a value less than \$25,000 prior to BWD making an offer to purchase property.

G. The General Manager will ensure that a Letter of Value or fair market appraisal is obtained for property with a value greater than \$25,000 or a comparative market analysis is obtained for property with a value less than \$25,000 prior to BWD making an offer to sell property.

3.3.9 General

A. In addition to the foregoing, the General Manager performs all other duties required by the Board.

3.3.10 Performance Evaluation.

A. The General Manager's performance is conducted annually by the Board and should consider the following in their evaluation:

1. The General Manager's relationship with the Board.
2. Management and leadership of staff.

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- 3. Relationship with other agencies or outside groups and individuals.
- 4. Management of the operations of the District.
- 5. The General Manager's personal style.
- B. The General Manager's performance evaluation is conducted in Closed Session.
- C. The General Manager prepares for the Board of Directors an annual report that describes at a minimum the following:
 - 1. The routine operations of the District during the preceding year, the problems, if any, and their resolution.
 - 2. Any significant projects, which were undertaken during the year and their status.
 - 3. Any significant issues impeding progress towards business objectives of the District.
 - 4. Goals and objectives for the next 12 months.
 - 5. The General Manager's plans for continued organizational and staff development.
- D. The Board and the General Manager maintain an open and constructive working relationship. Continuous feedback from the Board to the General Manager is provided, regarding the overall performance of the General Manager and of the District. The Board makes recommendations as to the General Manager's performance, management style, etc., as appropriate.
- E. The Board reviews the compensation of the General Manager and takes appropriate action regarding his compensation.

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SECTION 5.3.3.4 HOURS OF WORK

5.3.3.4.1 Standard Work Period. A standard work day will be eight hours unless specifically altered by the General Manager due to the requirements of the position. A standard work week will be forty hours. This will constitute "full employment" for purposes of receiving benefits. The work week shall begin on Monday and end on Sunday. Employees will have Saturday and Sunday off unless other days are specifically designated by the General Manager.

If the District wishes to employ someone that does not require forty hours a week of work, at the discretion of the Board that position may be designated as constituting full employment at less than forty hours a week, but in no case will the number of designated hours be less than twenty-six if the person employed is to receive the benefits of the District.

Hourly employees may not voluntarily work without pay.

5.3.3.4.2 Breaks. Employees shall be provided a minimum of 30 minutes during the course of a regular work day as a lunch break. Employees will receive one, 15-minute paid break for every four hours worked.

~~A. —5.3.3.4.3~~ **Overtime.** The District adhere's to California Overtime Laws. Work in excess of 40 hours per week or on designated holidays, may be permitted upon approval of the General Manager or a designee with specific authority to approve overtime. Time and one-half pay shall be allocated for employees as follows: For work in excess of 8 hours per day or 40 hours in one regular work week. Double Time shall be allocated for work in excess of 12 hours per day.

~~B.~~ Management, supervisory and certain technical positions as designated by the _____
_____ General Manager shall be considered salaried employees and are not eligible for overtime pay.

~~—5.33.4.4~~ **Standby Duty.** Regular or part time employees may be required to serve “standby duty” as determined by the Operations Manager or designee. Standby duty requires employees to be in close proximity of District facilities and available by radio or telephone communications for convenient and rapid response and at all times during standby duty, be fit, both mentally and physically, as expected by an employee for regular working hours. Employees shall be compensated for standby duty and be eligible for overtime pay in a callout situation. Employees required to perform standby duty on paid District holidays will receive time and a half pay. The General Manager will designate the daily pay for standby duty each year as part of the budget review.

3.4.5 AMI Standby Duty.

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SECTION 5.43.5 HOLIDAYS

For the purpose of establishing holidays for regular employees, the Board of Directors hereby adopts Section 6700-01 of the Government Code, which Section designates the Holidays in the State of California.

SECTION 3.65.5 VACATION LEAVE

3.6.1 To be eligible for vacation benefits, regular employees must be on active payroll and must satisfy all of the requirements set forth below. Regular full-time employees are eligible for paid vacation time.

- Upon employment, regular full-time employees begin earning vacation at the rate of 6.66 hours per month of active service, which is the equivalent of two weeks per year.
- After completing two full years of service, regular full-time employees begin earning vacation at the rate of 10.00 hours per month of active service or three weeks per year.
- After completing five full years of service, regular full-time employees begin earning vacation at the rate of 13.33 hours per month of full-time service, or four weeks per year.

New employees will accrue but may not use any vacation benefits during the first 180 days of employment. Regular part-time and temporary employees and independent contractors do not earn any vacation at any time.

~~—5.5.1 A regular employee whose services have been continuous for no less than 6 months, and no more than twenty four months, will be credited with 10 days of vacation leave per year.~~

~~5.5.2 After 2 or more years of continuous employment, regular employees will be credited~~

~~with vacation leave as follows:~~

Continuous Service From	Annual Credit
2 to 5 years	15 days
5 years and above	20 days

~~5.5.3.6.2~~ It is strongly recommended that accrued vacation be taken in the year accrued. However, the District will allow its employees to carry over two (2) times their accrual rate. For example: if the employee is eligible for twelve days of vacation per year that employee may accrue up to 24 days. Once an employee reaches this maximum, no further vacation will accrue until the employee has used some or all of the accrued vacation time allowable.

SECTION ~~5.63.7~~ SICK LEAVE

~~5.63.7.1 Regular employees whose service has been continuous for six months or more will be credited with one day of sick leave for each month worked. After 30 days of employment, employees accrue sick pay at the rate of 4 hours per pay period for full time employees. Part-time employees accrue 1 hour of sick pay for every 20 hours worked.~~

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~~5.63.7.2~~ Sick leave shall be accumulative to 1000 hours, and if not taken in any given year will be available for use in subsequent years' employment; the purpose being to make accrued sick leave available in time of urgent need.

~~5.63.7.3~~ Absence from work due to a work-related injury, for which an employee is awarded workers compensation under the provisions of State law, shall not be counted as sick leave nor deducted from employees accumulated vacation or sick leave credit.

~~5.6.3.7.4~~ After two years of continuous service, an employee, upon termination, may receive compensation for one-half of the employee's accumulated sick leave at his/her current rate of pay ; however, compensation for unused sick leave shall not be paid to any employee terminated for cause as provided in this ~~Article~~Division.

SECTION ~~5.73.8~~ OTHER LEAVE

~~5.7.4~~ **3.8.1 Leave Without Pay.** The BWD follows all State and Federal Employee Leave Laws.

Personal Leave without pay for an employee may be granted by the General Manager, but shall not exceed a continuous period of sixty days.

~~3.8.25.7.2~~ **Jury Duty.** A ~~full-time~~ employee will receive full pay for jury duty, up to one month.

~~5.73.8.3~~ **Bereavement Leave.** Leave for a death in the immediate family of an employee may be granted by the General Manager up to a maximum of five days per occurrence.

3.8.4 Return to Work. A Return to Work program is detailed in the Personnel Policy Manual to return employees from leave back to productive work in the shortest time possible.

3.8.5 FMLA/Paternity/Maternity Leave

SECTION 3.9 Reasonable Accommodations. In accordance with the Americans with Disabilities Act (ADA) and California Fair Employment Housing Act (FEHA) Reasonable Accommodations will be made for otherwise qualified individuals with disabilities unless an undue hardship exists. Any applicant or employee who requires an accommodation in order to participate in the recruitment process should contact the Human Resources Office and request such an accommodation that they need to engage in the selection process

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SECTION ~~3.105.8~~ EMPLOYEE COMPENSATION

~~3.105.8.1~~ Time Records. All time worked by an employee shall be recorded daily on time sheets provided by the District and acknowledged/signed by Department Managers.

~~3.105.8.2~~ Payroll Periods. Payroll periods are bi monthly so that each employee will be paid on the 15th and the last day of the month.

~~5.83.10.3~~ Wage and Benefit Administration. On an annual basis, and where practicable, at such time as the annual budget is adopted, the Board shall establish an Annual Wage Compensation Scale and Benefit Schedule. This schedule shall be prepared in conformance to the following guidelines:

- A. Each employee of the District shall be appointed to a position, the duties and conditions of which are described in a "Position Job Description," and shall receive compensation as determined by the Board on an equal basis with every other employee appointed to the same position.

- B. Annually, as part of the budget process, the Board may provide for cost of living increases, which shall be awarded equally to all employees in the same position and step; such increases may vary between positions to reflect unique or special conditions of employment or responsibility.
- C. From time to time, the General Manager may reclassify an existing position to reflect changes in responsibility or duties; changes in the compensation schedule —may also be provided as part of position reclassification.
- D. The General Manager shall have the discretion to award merit raises to exemplary employees or those who have undertaken additional training in their area.
- E. Employee benefits, such as insurance and pension programs, are considered as part of the total compensation to employees. Such programs shall be reviewed annually, prior to the adoption of the Wage and Benefit Schedule for each year, and may be changed to assure the employees level of benefits available for the costs incurred or to reflect a change in the financial status of the District.

SECTION 3.115.9 NEW EMPLOYEES

5.93.11.1 **Hiring.** It is BWD's policy to fill vacancies with qualified individuals, whether presently employed by BWD or a new hire from outside the District. To be considered for a position with BWD, applicants must possess a High School diploma or GED. BWD may post available positions internally but is not required to do so. Members of an immediate family member will be considered for employment by BWD based on the same conditions that are required on all other applicants subject to BWD's policy on the employment of relatives.

Prior to hiring, HR will verify references and perform a background check, which include work record, education and all supporting information on applicant's application form. Each applicant who is offered a position must complete or present for verification the following documents as a condition of employment:

- Employment Application
- INS Form I-9
- Form W-4
- Personnel Policy Acknowledgments
- Employee Personal Information

All personnel documents are maintained in the Human Resources Department on a confidential basis, available only to authorized management personnel on a need to know basis.

3.11.2 Trial Service Period. ~~5.9.2 Trial Service Period.~~ The BWD recruits carefully and believes that it is hiring the best employee for each position. It is, however, to both the District's and the employee's advantage to have an initial period of employment in which the employee has time to appraise BWD and job requirements, and the BWD has a similar opportunity to appraise the employee's job performance. Thus, the BWD has established a Trial Service Period of 180 days (6 months).

The supervisor will meet with the employee midway through the Trial Service Period (90 days) to review his/her progress and provide feedback to the employee on how he/she is doing in relation to performance required. A final review will then be made at the conclusion of the Trial Service Period. At BWD's discretion, the Trial Service Period may be extended one or more times. During the Trial Service Period, and during the entire course of an employee's employment with BWD, BWD or the employee may terminate the employment relationship, with or without cause and with or without prior notice. Since BWD is an "at-will" employer, successful completion of the Trial Service Period does not assure the employee of continued employment for any length of time, nor does it limit the right of either party to terminate employment at any time, with or without cause or advance notice.

Subsequent reviews are performed annually, on the anniversary of the employees hire date.

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SECTION 3.12 Ethical Employee Conduct

District employees are expected to behave in a responsible and professional manner, exhibiting honesty and integrity. The District may utilize counseling and/or

disciplinary measures in an attempt to improve or correct certain employee performance and behavioral issues if the District, in its sole discretion, believes counseling and/or disciplinary action is in the best interest of the District. However, District employees serve at the pleasure of the General Manager and therefore the General Manager does not have to have cause to terminate employment of a District employee.

The following acts are illustrative, and not exhaustive, of acts, which are grounds for disciplinary action up to and including termination of employment with the District:

a. Stealing or willfully destroying or damaging any property of the District, its customers, visitors or personnel.

b. Disobedience or insubordination to superiors.

c. Disorderly, immoral, indecent or criminal conduct.

d. Violating the Personnel Rules and Regulations or Employee Handbook.

e. Fighting, intimidating, coercing or threatening any District employees (being an aggressor or aggravator).

f. Entering time on another employee's time records or requesting another person to enter time on the employee's time records, except for administrative corrections made by District authorized personnel when the employee is not available to make the changes in person. All Administrative corrections must be acknowledged and confirmed with the employee's signature as soon as the employee becomes available to do so.

g. Soliciting or accepting tips or gifts for District services without prior approval of the General Manager or their designee.

h. Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such

information.

i. Violation of Federal, State, or local laws.

j. Failure to exercise proper custodial responsibility of District keys or property.

k. Unauthorized possession of firearms or other weapons on District property or while on duty.

l. Willful or careless disregard of, or inattention to, working directions and instructions; refusal to comply with or violations of rules, safety or fire regulations, or sanitary rules and regulations.

m. Excessive or unjustified absences or tardiness, or failure to inform the supervisor prior to the time the employee is due to report, by telephone or other means, if the employee is unable to report for work.

n. Failure to notify supervisor if employee leaves the job or premises during working hours.

o. Smoking in unauthorized areas.

p. Selling tickets or chances on illegal pools or raffles or gambling on district premises.

q. Unauthorized posting of notices or literature on District premises.

r. Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the General Manager.

s. Performing personal work on District time.

t. Excessive use of the District business phone for personal matters.

u. Taking more than the specified time for meals or rest periods.

v. Discourteous conduct, abusive treatment or inappropriate language directed toward any customer, visitor, guest, employee or superior.

w. Altering, falsifying, or making a willful misstatement of facts on any District record or chart, job or work record, employment application or any other District record, chart or report.

SECTION 3.13 Employee Harassment All employees have a right to work in an environment free from discrimination, harassment and retaliation based on the individual's race, color, national origin, ancestry, creed, citizenship, marital status, religion (including dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity (including transgender identity), gender expression, mental or physical disability, medical condition, genetic characteristics, pregnancy or related medical condition, military or veteran status, age (40 and over), or any other characteristic protected by applicable federal or state law. This applies to all employment practices, including but not limited to: recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, and termination. The District has developed and implemented a policy against harassment and training programs designed to prevent workplace harassment as outlined in the Personnel Policy Manual.

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SECTION 3.14 Workplace Violence Policy The District has a zero tolerance policy against workplace violence. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the District or which occur on District property, will not

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be tolerated. The District's prohibition against threats and acts of violence applies to all persons involved in the District's operations, including, but not limited to, District personnel, contract, and temporary employees, and anyone else on District property. Weapons of any kind are strictly prohibited at the District.

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Violations of this policy by any individual (1) on District property; (2) acting as a representative of the District while off District property; or (3) while off District property when his/her actions affect the District's business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Any employee who is physically threatened by a co-worker or is aware of a threat to an employee, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, must report this information to his/her supervisor or manager, as soon as possible. All threats will be timely investigated and the District will not tolerate retaliation against any employee who reports workplace violence.

SECTION 3.15 Equal Opportunity Policy

It is the policy of the District to:

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1. Recruit, hire, and promote for all job classifications without regard to race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, height and weight, holding or presenting a driver's license issued under section 12801.9 of the Vehicle Code, or any other factor made unlawful by federal, state or local laws, ordinances, or regulations..

2. Base decisions of employment and promotion upon an individual's qualifications for the position being filled.

3. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return-from-layoffs, District-sponsored training, education, tuition assistance, and social and recreational programs will be administered without regard the factors listed under Section 4.01.040, Subsection 1..

4. Continue to sustain and further develop a system that promotes the maintenance and application of these standards.

SECTION 3.16 Safety The District shall promote a drug and alcohol-free workplace, good health, well-being and occupational safety for its employees. All employees are required to read and comply with the District's Injury and Illness Prevention Program. Employees are required to report all injuries or accidents occurring on the job to their supervisor immediately.

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SECTION 3.17 Improper Use and Disposal of District Tools, Equipment or Facilities

District labor, equipment, materials and supplies may not be used by any employee for private purposes, or for the personal benefit of other employees or other persons, unless specifically authorized by the General Manager. Employees violating this policy, or direct other employees or other persons to take actions in violation of this policy, are subject to disciplinary action up to and including termination and/or criminal prosecution.

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This policy includes all equipment, tools and supplies that have been removed from service. Disposal of such items must be properly sold, disposed of, or recycled according to District policy

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SECTION ~~5.103.18~~ TEMPORARY ASSIGNMENT

Any employee temporarily assigned to a superior position may receive compensation at rate of the superior position at the discretion of the General Manager.

SECTION ~~5.11-19~~ USE OF DISTRICT AND PERSONAL VEHICLES

~~5.113.19.1~~ Valid Drivers License. Employee's must present and maintain a valid driver's license and acceptable driving record to our insurer, per Borrego Water District Driver Record Review Criteria. Upon hire, employees will be required to sign an "Authorization for Release of Driver Record Information" for the Department of Motor Vehicles' "Employer Pull Notice Program". The DMV will send a driver record report on each employee enrolled in this program at least once every 12 months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action taken against his/her driving privilege during employment. (see Personnel Policy #140)

~~5.113.19.2~~ Off Duty Assignment of District Vehicles. It is advisable that certain employees be provided with the use of a District vehicle for transportation between the employee's residence and the District office. From time to time, the General Manager shall determine which employees should be assigned District vehicles to provide for improved emergency response.

~~5.113.19.3~~ Termination of Assignment. Assignment of the vehicle is not for the specific benefit of the employee, but for the improved operational efficiency and effectiveness of the District. Consequently, changed conditions, such as increased distance from residence to the District office, reassignment of responsibilities or altered operational procedures could render a vehicle assignment no longer advantageous for the District. In such cases, assignments could be terminated, based upon a determination by the General Manager.

~~5.114~~ ~~3.19.4~~ Temporary Assignment-Standby Duty. In addition to the employees with a regularly assigned vehicle, other operation employees who are, from time to time, assigned to emergency standby duty may be provided a District vehicle for the duration of the temporary duty to facilitate response to emergency call outs. Assignments of the vehicle for these purposes shall be left to the determination of the General Manager.

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~~5.113.19.5~~ Use of District Vehicles for Official Business. District vehicles shall be used exclusively for the business of the District.

5.443.19.6 Use of Personal Vehicles on District Business. Employees shall use personal vehicles for District business only when District vehicles are not available for use and when specifically authorized to do so by the General Manager. Personal vehicles, however, shall not be used unless the employee's liability insurance policy includes provisions or is rated for commercial uses of the vehicles and meets all other applicable requirements of the District's liability insurance carrier. It shall be the responsibility of the authorizing officer to verify that the employee's liability insurance coverage meets these requirements.

Unless otherwise provided for by the Board of Directors, employees shall be reimbursed for the use of personal vehicles on a rate-per-mile basis as fixed by the Board of Directors Policy Statement No. 83-2.

5.443.197 Personal Use of District Property or Facilities by District Employees is Prohibited. The personal use of District property, including, but not limited to, furniture, tools, equipment, vehicles and machinery, and the use of District facilities, including, but not limited to, lands, offices, and shops or plant areas, is prohibited except as otherwise expressly provided by the General Manager.

5.443.19.8 Loaning District Property. District employees are forbidden to loan records, maps, tools, machinery or any other District property, without the approval of the General Manager, to sell or rent District property without approval of the Board of Directors

SECTION 5.423.20 CLASSIFICATION OF POSITIONS The General Manager shall publish annually with the Districts Budget, an Organizational Chart showing each position.

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5.423.20.1 Purpose. In order to assure that each employee fully understands the duties and responsibilities of the position to which he or she is assigned and to provide a basis for implementing policy of "equal pay for equal work," the District maintains job descriptions for all classifications. These descriptions are useful in generally identifying the type and level of work required by any particular position. These descriptions are formulated through a concerted effort of the department head and General Manager for his designee, and usually include a definition, tasks, skills, knowledge, abilities and educational and experience qualifications. All of these categories are reviewed periodically to ensure they reflect the actual position as it is being performed. Any job description is available to District employees upon request to the employee's immediate supervisor. shall provide a written description of each permanent position.

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5.423.20.2 Adoption and Changes. All position classification statements or any changes thereto, shall be the subject of Board action.

SECTION 5.433.21 TERMINATION OF EMPLOYMENT

3.21.1 Any employee of the District may be terminated at any time for any cause with or without notice. Cause shall include, but not necessarily be limited to, the following:

- A. Absence from a work station without authorization
- B. Repeated tardiness
- C. Failure to comply with safety regulations
- D. Failure to comply with instructions from supervisors
- E. Inability to perform tasks assigned pursuant to position classification
- F. Being under the influence of alcohol or drugs while on duty
- G. Falsifying employment application, time records or other District documents for which an employee is responsible.
- H. Rude or obnoxious behavior towards other employee, supervisors, or customers of the District.
- I. Destruction of District property, use of District property for personal business, or failure to properly maintain and secure District property or allow its use by unauthorized persons.

*Also see Personnel Policy #114

5.133.21.2 Termination for Convenience of District. Any employee may be terminated as a result of change in the financial status of the District, its organizational structure or its functions. In the event that termination is necessary for the convenience of the District, each employee to be terminated shall be given two weeks written notice and two week's severance pay. However, severance pay shall be granted only if the financial status of the District allows for it after the District meets all other financial obligations.

SECTION 5.143.22 SUSPENSION

5.143.22.1 Suspension for Cause. Any employee may be suspended for up to 30 days as a disciplinary measure for cause as described in Section 5.13 above. Suspension will be recommended in situation where an employee's behavior fails to meet standards set down by this Article, Division but is not severe enough to warrant termination. During suspension, an employee will not receive wages, but benefits other than wages will remain in effect.

5.143.22.2 Suspension for Convenience of District. The District may suspend employees due to changes in the functions or financial status of the District that require a temporary reduction in District operating costs. There is no time limit on suspension under this subsection. During the period of suspension, all employee benefits, other than wages, shall remain in effect. Also, under this subsection, an employee may be suspended for his or her total regular work hours or for any portion thereof. In the event an employee is suspended for only a portion of regular work hours, the employee shall be compensated for the hours actually worked at his/her regular rate of pay.

SECTION 5.153.23 REFERENCE AND AMENDMENTS

Each employee shall be given a copy of the latest amendment version of this Code for his or her reference upon becoming an employee of the District along with a Personnel Policy Manual detailing personnel rules and regulations. Each employee will be given notice and a copy of any

proposed amendments to this ~~Article~~[Division](#); in addition, each employee shall have an opportunity to appear before the Board and give testimony on any proposed amendments at such time as the Board considers and makes its determinations. The Board shall make every effort to schedule its meetings to consider amendments for the convenience of employees, and no employee shall suffer loss of compensation or leave time to attend such meetings.

*~~History: Article V adopted June 14, 1983, by Ordinance 83-2
Adopted 1-18-89, Amended 1-18-89, Amended 2-24-99, Amended 10-27-99~~*

IVA WASTEWATER REPORT JULY 2026





BORREGO WATER DISTRICT

JULY 2026

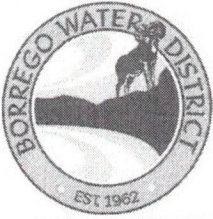
WASTEWATER OPERATIONS REPORT

There's no know problems with wastewater system at the moment:

Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):

Average flow: 60000 (gallons per day)

Peak flow: 92000 gpd Tuesday, JULY 14- 2026



BORREGO WATER DISTRICT

RAMS HILL WASTEWATER TREATMENT FACILITY

4861 Borrego Springs Rd, BORREGO SPRINGS, CA 92004
(760) 767-5806 FAX (760) 767-5994

08/03/2026

CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD – REGION 7
73-720 FRED WARING DR. SUITE 100
PALM DESERT, CA. 92260

Attn: Andrea Varela/WRCE

RE: JULY 2026 Borrego Springs WWTP

Dear Andrea,

Please find attached the JULY 2026 monthly monitoring reports and Lab results for Borrego springs district WWTP.

We are pleased to inform you that there's no known violations for this month.

If you have any questions please contact ROGELIO MARTINEZ/WT-III. (760)419-2764.

Respectfully,

Rogelio Martinez/ water plant operator III

CC: Geoff Poole/GM

MONTHLY REPORT: R.H.W.T.F

MONTH: JULY

YEAR: 2026

BORREGO WATER DISTRICT,
RAMS HILL WASTEWATER TREATMENT FACILITY,
4861 BORREGO SPRINGS ROAD,
BORREGO SPRINGS, CA 92004
760-767-5806; phone
760-767-5994; fax

COMMENTS: THERE ARE NO SPILLS TO REPORT FOR JULY 2026; THE FLOW REPORT IS ATTACHED.

Submitted by: ROGELIO MARTINEZ/BWD TO: GEOFF POOLE/BWD;

08/03/2026

JUL 2026	INFLUENT DAILY FLOW GAL.	TOTAL FLOW GAL.
1	54000 GAL	60527000 GAL
2	53000 GAL	60580000 GAL
3	57000 GAL	60637000 GAL
4	63000 GAL	60700000 GAL
5	60000 GAL	60760000 GAL
6	64000 GAL	60825000 GAL
7	52000 GAL	60877000 GAL
8	49000 GAL	60926000 GAL
9	50000 GAL	60976000 GAL
10	49000 GAL	61025000 GAL
11	52000 GAL	61077000 GAL
12	55000 GAL	61132000 GAL
13	79000 GAL	61212000 GAL
14	92000 GAL	61304000 GAL
15	64000 GAL	61369000 GAL
16	61000 GAL	61430000 GAL
17	61000 GAL	61492000 GAL
18	69000 GAL	61561000 GAL
19	63000 GAL	61625000 GAL
20	70000 GAL	61695000 GAL
21	56000 GAL	61751000 GAL
22	58000 GAL	61809000 GAL
23	59000 GAL	61868000 GAL
24	62000 GAL	61930000 GAL
25	63000 GAL	61993000 GAL
26	68000 GAL	62061000 GAL
27	62000 GAL	62123000 GAL
28	63000 GAL	62186000 GAL
29	54000 GAL	62240000 GAL
30	52000 GAL	62292000 GAL
31	55000 GAL	62347000 GAL

P.H. / D.O. LOG ; R.H.W.T.F., BORREGO WATER DISTRICT

Year,2026

JULY

<u>DATE</u>	<u>LOCATION</u>	<u>P.H.</u>	<u>D.O</u>	<u>Alkalinity</u>	<u>Freeboard</u>
7/1/2026	EFFLUENT	7.54	6.54mg/l	150mg/l	
7/1/2026	POND	7.80	7.75mg/l	160ppm	3.5ft
7/15/2026	EFFLUENT	7.67	5.05mg/l	160ppm	
7/15/2026	POND	7.73	5.58mg/l	160ppm	3.5ft

Berm Condition: Good and no Odors around the pond

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

WDID NO.: **7A 37 0125 001**
ORDER NO.: **R7-2007-0053**

**MONITORING AND REPORTING
BORREGO WATER DISTRICT - RAMS HILL WWTF**

REPORTING FREQUENCY: **Monthly (October-March)**

Month JULY
YEAR 2026

TYPE OF SAMPLE:	INFLUENT			PONDS		
CONSTITUENTS:	Flow	BOD	TSS	DO	pH	Freeboard
FREQUENCY:	Daily	2/month	2/month	2/month	2/month	Monthly
DESCRIPTION:	Measurement	Grab	Grab	Grab	Grab	Measurement
UNITS:	gpd	mg/L	mg/L	mg/L	s.u.	ft
REQUIREMENTS						
30-DAY MEAN:	250,000					
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE	JULY					
1	54000	54	92	7.75	7.80	3.5
2	53000					
3	57000					
4	63000					
5	60000					
6	64000					
7	52000					
8	49000					
9	50000					
10	49000					
11	52000					
12	55000					
13	79000					
14	92000					
15	64000			5.58	7.73	3.5
16	61000					
17	61000					
18	69000					
19	63000					
20	70000					
21	56000					
22	58000					
23	59000					
24	62000					
25	63000					
26	68000					
27	62000					
28	63000					
29	54000					
30	52000					
31	55000					
30-DAY MEAN	60290	54	92	6.67	7.77	3.50
MAXIMUM	92000	54	92	7.75	7.80	3.50
MINIMUM	49000	54	92	5.58	7.73	3.50

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: 
Date: 8-3-2026

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001
ORDER NO.: R7-2007-0053

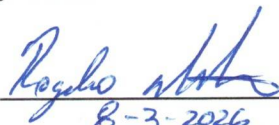
**MONITORING AND REPORTING
BORREGO WATER DISTRICT - RAMS HILL WWTF**

REPORTING FREQUENCY: **Monthly (October-March)**

Month JULY
YEAR 2026

TYPE OF SAMPLE:	EFFLUENT					
CONSTITUENTS:	BOD	TSS	SS	T. Nitrogen	TDS	pH
FREQUENCY:	2/month	2/month	2/month	2/month	2/month	Monthly
DESCRIPTION:	Grab	Grab	Grab	Grab	Grab	Grab
UNITS:	mg/L	mg/L	ml/L	mg/L	ml/L	mg/L
REQUIREMENTS						
30-DAY MEAN:	30	30	0.3		700	9.0
MAXIMUM:						6.0
MINIMUM:						
DATE OF SAMPLE						
1	11	1.0	0.0	5.3	500	7.54
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15	0.0	3.0	0.0	3.1	460	7.67
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
30-DAY MEAN	5.5	2.0	0.0	4.2	480	7.61
MAXIMUM	11.0	3.0	0.0	5.3	500	7.67
MINIMUM	0.0	1.0	0.0	3.1	460	7.54

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: 
Date: 8-3-2026

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001
ORDEF NO: R 7-2019-0015

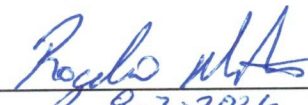
**MONITORING AND REPORTING
BORREGO WATER DISTRICT - RAMS HILL WWTF**

REPORTING FREQUENCY: **Monthly**

Month JULY
YEAR 2026

TYPE OF SAMPLE:	Domestic Water Supply Well #11			Domestic Water Supply Well #12		
CONSTITUENTS:	TDS	PH		TDS	pH	
FREQUENCY:	Monthly	Monthly		Monthly	Monthly	
DESCRIPTION:	Grab	Grab		Grab	Grab	
UNITS:	mg/l	mg/L				
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15	330	8.0		300	8.3	
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
30-DAY MEAN	330	8.0		300	8.3	
MAXIMUM	330	8.0		300	8.3	
MINIMUM	330	8.0		300	8.3	

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: 
Date: 8-3-2026

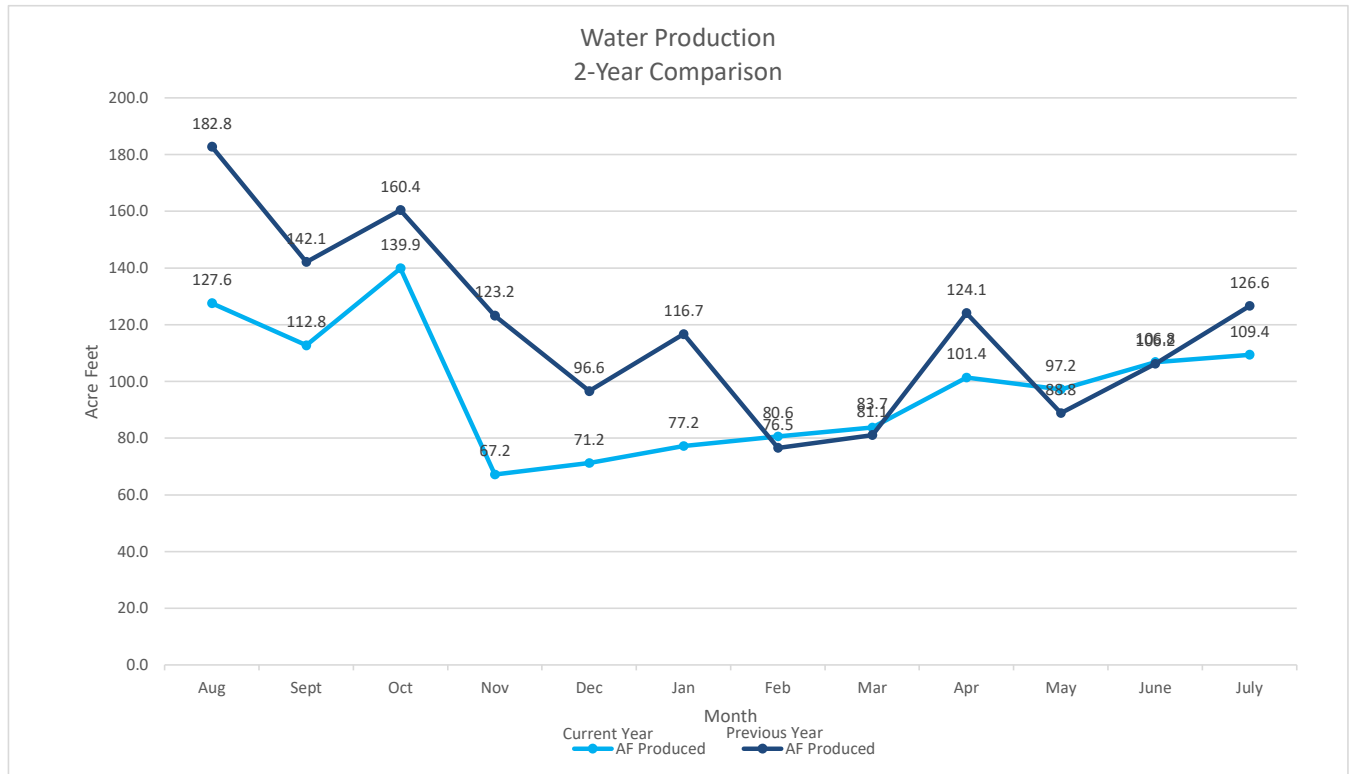
The logo of the Bogrego Water District is a circular seal. It features a central illustration of a mountain range with a river flowing through a valley. A person is depicted standing on a rocky outcrop, looking towards the water. The text "BOGREGO WATER DISTRICT" is written in a circular path around the central image. At the bottom of the seal, the text "EST. 1962" is visible.

**IVB
WATER
PRODUCTION
REPORT
JULY 2026**



BORREGO WATER DISTRICT

WATER PRODUCTION SUMMARY July 2026



Past 12 months Production vs. Sales

	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Past 12 Mo. TOT
AF Used	117.7	106.0	96.4	93.4	68.5	64.0	73.4	78.3	95.9	91.4	100.1	103.7	1088.8
AF Produced	127.6	112.8	139.9	67.2	71.2	77.2	80.6	83.7	101.4	97.2	106.8	109.4	1174.9
% Non Rev.	7.7%	6.0%	31.1%	-39.1%	3.8%	17.2%	8.9%	6.4%	5.4%	6.0%	6.3%	5.2%	7.3%

Previous 12 Months Production vs. Sales

	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Prior 12 Mo. TOT
AF Used	142.0	121.6	133.3	108.0	83.6	100.2	81.6	75.1	93.5	100.6	109.2	117.4	1266.1
AF Produced	182.8	142.1	160.4	123.2	96.6	116.7	76.5	81.1	124.1	88.8	106.2	126.6	1425.1
% Non Rev.	22.3%	14.4%	16.9%	12.3%	13.5%	14.2%	-6.6%	7.4%	24.7%	-13.3%	-2.8%	7.3%	11.2%

Non Revenue Water Summary

Jul-26	5.2%
Avg. Past 12 Mos.	5.4%
Avg. Past 24 Mos.	7.3%



IVC FINANCE JUNE 2026



TREASURER'S REPORT JUNE 26

	Bank Balance	Carrying Value	Fair Value	<u>% of Portfolio</u> Current Actual	Rate of Interest	Maturity	Valuation Source
Cash and Cash Equivalents:							
Demand Accounts at CVB/LAIF							
General Account/Petty Cash	\$ 2,055,853	\$ 2,033,012	\$ 2,033,012	33.07%	0.60%	N/A	CVB/WF
Payroll Account	\$ 85,018	\$ 85,018	\$ 85,018	1.38%	0.60%	N/A	WF
Grant Fund Account	\$ 121,453	\$ 121,453	\$ 121,453	1.98%	0.00%	N/A	WF
LAIF	\$ 3,908,801	\$ 3,908,801	\$ 3,908,801	63.58%	3.98%	N/A	LAIF
Total Cash and Cash Equivalents	<u>\$ 6,171,125</u>	<u>\$ 6,148,284</u>	<u>\$ 6,148,284</u>	<u>100.00%</u>			

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 2024

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are CVB Bank, LAIF and Wells Fargo.

Jessica Clabaugh, Finance Officer

Borrego Water District
Water Enterprise Operating Budget Analysis
06/01/2026 to 06/30/2026



	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>% of Months Budget</i>	<i>Year to Date FY2026</i>
<u>INCOME</u>					
RATE REVENUE					
Water Rates Revenues					
Commodity Rates					
Residential T1 & T2 Revenue	1,015,987	94,473	90,016	105%	1,021,190
Residential T3 Revenues	676,567	63,799	59,944	106%	571,094
Commercial	643,522	59,495	57,016	104%	687,629
Irrigation	423,161	29,896	37,492	80%	374,719
Total Commodity	2,759,237	247,663	244,480	101%	2,654,631
Non-Commodity Charges					-
Base Meter Charges	1,689,581	136,259	140,798	97%	1,642,840
Meter Install/Repair	36,750	-	3,063	0%	26,895
New Water Supply Connection	26,124	-	2,177	0%	20,774
Backflow Testing/Install	11,400	5,350	5,300	101%	12,921
Bulk Water Sales	6,825	(905)	569	-159%	9,171
Total Non-Commodity	1,770,680	140,703	147,557	95%	1,712,602
					-
Total Water Rate Revenues	4,529,917	388,366	392,037	99%	4,367,233
Availability Charges Collected thru Tax Roll					
			0		
ID1 - Water	34,965	220	941	23%	35,441
ID3/ID4 - Water Standby	117,000	4,661	3,090	151%	113,043
Total Availability (Tax Roll)	151,965	4,881	4,031	121%	148,485
TOTAL WATER REVENUE	4,681,882	393,247	396,068	99.29%	4,515,718

Borrego Water District
Water Enterprise Operating Budget Analysis
06/01/2026 to 06/30/2026



	Budgeted FY2026	Actual June FY2026	Projected June FY2026		% of Months Budget	Year to Date FY2026
EXPENSES						
OPERATING EXPENSES						
Operations & Maintenance Expense						
R&M Water	286,926	7,928	23,911		33.16%	113,939
Telemetry	15,000	3,855	1,250		308.36%	7,024
Trash Removal	7,500	437	625		69.85%	6,290
Vehicle Expense	30,000	-	-			30,000
Fuel & Oil	45,007	2,733	4,250		64.30%	43,031
Lab/Testing	45,000	3,482	3,750		92.85%	38,098
Permit Fees	29,541	-	-			25,763
Pumping Electricity	566,528	49,830	47,211		105.55%	564,822
Total Operations & Maintenance Ex	1,025,502	68,264	80,996		84.28%	828,967
Professional Services						
Accounting (Lockbox/Debt Filin	9,680	2,317	800		289.63%	9,679
Payroll Services	4,400	307	367		83.74%	4,400
Audit Fees	28,034	4,400	2,500		176.00%	21,040
IT & Cyber Security	39,360	3,216	2,000		160.82%	39,121
Financial Consulting	-	1,019	-	Raftelis		15,613
Engineering Consultant	10,000	-	833		0.00%	2,905
Legal Services - General	68,675	5,174	5,723		90.41%	53,005
Legal Services - Reimbursil	-	-	-			
Federal & State Legislative Adv	64,944	5,280	5,412		97.56%	63,360
Total Professional Services	225,093	21,713	17,635		123.13%	209,123
Insurance Expense						
ACWA/JPIA Program Insurance	132,355	6,296				123,045
ACWA/JPIA Workers Comp	17,068	3,682	4,267			16,686
Total Insurance Expense	149,423	9,979	4,267			139,731
Personnel Expense						
Board Meeting Expense	13,939	14,005	1,000	Stipend Error	1400.50%	28,370
Salaries & Wages	1,221,985	120,320	101,832	PTO	118.16%	1,179,235
Contra Account - Salaries &	(62,031)	-	(5,169)		0.00%	(9,700)
Contract Labor/Consulting	10,175	273	848		32.17%	273
Payroll Taxes	25,084	2,675	2,090		127.99%	22,300
Benefits - Medical	200,383	7,935	16,699		47.52%	194,839
Benefits - CalPERS	222,721	8,977	9,980		89.95%	208,405
Trainings & Conferences	18,314	1,565	1,526		102.53%	15,982
Uniforms	7,123	486	594		81.90%	6,586
Safety Compliance & Emergenc	5,087	334	424		78.80%	1,055
Total Personnel Expense	1,662,780	156,571	129,823		120.60%	1,647,343



Borrego Water District
Water Enterprise Operating Budget Analysis
06/01/2026 to 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>% of Months Budget</i>	<i>Year to Date FY2026</i>
OPERATING EXPENSES (Con't)					
Office Expense					
Office Supplies	22,659	-	1,888		22,659
Office Equipment	49,641	4,354	4,017	108.39%	49,641
Postage & Freight	4,400	424	367	115.62%	3,617
Property Tax	3,052	-	254		1,429
Telephone Expense	28,034	1,755	2,160	81.26%	19,915
Dues & Subscriptions (ACWA/A	17,401	473	449	105.43%	22,107
Statement Printing & Mailing	25,087	1,147	2,091	54.84%	15,433
Office/Shop utilities	18,897	1,691	1,575	107.41%	14,832
Total Office Expense	<u>169,171</u>	<u>9,844</u>	<u>12,800</u>	<u>76.91%</u>	<u>149,633</u>
TOTAL OPERATING EXPENSES	3,231,969	266,371	245,522	108.49%	2,974,797
Debt Expense					
BBVA Bank Note 2018A/B - Prir	220,000	-			220,000
BBVA Bank Note 2018A/B - Inte	26,967	-			26,804
2021 Bond Cap One - Principal	393,063	-			393,063
2021 Bond Cap One - Interest	125,477	-			113,321
Total Debt Expense	<u>765,507</u>	<u>-</u>	<u>-</u>		<u>753,188</u>
GROUNDWATER MANAGEMENT EXPENSES					
Pumping Fees	103,000	-			69,572
GWM Expense	81,532	-	6,794	0.00%	2,128
Legal Expense	103,000	9,881	8,583	115.12%	91,334
Engineering/TAC Expense (Inte	139,050	22,598	11,588	195.02%	104,396
TOTAL GROUNDWATER MGMT EXPENSES	<u>426,582</u>	<u>32,479</u>	<u>26,965</u>	<u>120.45%</u>	<u>267,430</u>
TOTAL EXPENSES	4,424,058	298,850	272,487	109.68%	3,995,415
<u>NET INCOME</u>	<u>257,824</u>	<u>94,397</u>	<u>123,581</u>	76.38%	<u>520,303</u>



Borrego Water District
Sewer Enterprise Operating Budget Analysis
06/01/2026 TO 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>% of Months Budget</i>	<i>Year to Date FY2026</i>
<u>INCOME</u>					
RATE REVENUE					
Sewer Rates					
TCS Holder Fees (SA2)	192,073	16,097	16,006	101%	191,197
TCS User Fees (SA2)	155,060	13,038	12,922	101%	155,533
RH Sewer User Fees (ID1)	182,674	15,883	15,223	104%	191,059
Sewer Standby/Capacity Fees	-	57			(102)
Sewer User Fees (ID5)	210,192	17,581	17,516	100%	210,965
Total Sewer Rates	739,999	62,656	61,667	102%	748,652
Availability Charges Collected thru Tax Roll					
ID1 - Sewer Standby	34,965	338	287	118%	36,228
Total Availability (Tax Roll)	34,965	338	287	118%	36,228
TOTAL SEWER REVENUE	774,964	62,994	61,954	102%	784,881



Borrego Water District
Sewer Enterprise Operating Budget Analysis
06/01/2026 TO 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>% of Months Budget</i>	<i>Year to Date FY2026</i>
<u>EXPENSES</u>					
OPERATING EXPENSES					
Operations & Maintenance Expense					
R&M WWTF	138,744	2,068	29,006	7%	65,919
Telemetry	1,000	-	83	0%	-
Trash Removal	2,400	104	200	52%	1,513
Vehicle Expense	3,086	294	257	114%	1,980
Fuel & Oil	8,533	373	711	52%	5,665
Lab/Testing	20,437	2,490	1,703	146%	18,855
Electricity	5,723	675	477	142%	6,361
Permit Fees	15,000	-	-	0%	14,682
Total Operations & Maintenance Expense	194,923	6,004	32,438	19%	114,974
Professional Services					
Accounting (Lockbox/Debt Filings)	1,320	332	110		1,446
Payroll Services	600	54	50	107%	612
Audit Fees	3,823	600		-	2,460
IT & Cyber Security	7,688	439	641	68%	5,277
Financial Consulting	-	139	-	0%	2,491
Engineering (Dudek)	6,371	-	531	0%	40,570
Legal Services - General	9,365	494	780	63%	5,043
Advocacy	8,325	720	694	104%	8,640
Total Professional Services	37,492	2,778	2,806	99%	66,539
Insurance Expense					
ACWA/JPIA Program Insurance	18,048	2,483			18,684
ACWA/JPIA Workers Comp	3,952	867	988		3,383
Total Insurance Expense	22,000	3,350	988		22,067
Personnel Expense					
Board Meeting Expense	2,000	1,910	167	1146%	3,869
Salaries & Wages	282,486	25,485	23,541	108%	274,968
<i>Contra Account - Salaries & Wages</i>	<i>(8,459)</i>	-	<i>(705)</i>	0%	649
Contract Labor/Consulting	10,000	37	833	4%	37
Payroll Taxes	5,799	622	600	104%	3,688
Benefits - Medical	47,646	13,503	3,971	340%	53,296
Benefits - CalPERS	51,486	2,904	3,214	90%	48,732
Trainings & Conferences	2,497	-	208	0%	2,068
Uniforms	971	66	81	82%	898
Safety Compliance & Emergency Prep	694	-	58	0%	-
Total Personnel Expense	395,120	44,528	31,967	139%	388,204



Borrego Water District
Sewer Enterprise Operating Budget Analysis
06/01/2026 TO 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>% of Months Budget</i>	<i>Year to Date FY2026</i>
OPERATING EXPENSES (Con't)					
Office Expense					
Office Supplies	3,100	-	258	0%	3,210
Office Equipment	6,769	-	400	0%	7,310
Postage & Freight	600	58	50	116%	623
Property Tax	416	-	-		-
Telephone Expense	3,823	239	300	80%	3,161
Dues & Subscriptions (ACWA/AWWA)	3,191	43			2,941
Printing & Publication	3,420	156	285	55%	1,951
Office/Shop utilities	2,129	231	177	130%	2,022
Total Office Expense	<u>23,448</u>	<u>727</u>	<u>1,471</u>	49%	<u>21,217</u>
 TOTAL OPERATING EXPENSES	 672,983	 57,387	 69,669	 82%	 613,002
Debt Expense					
2021 Bond Cap One - Principal	31,994	-			31,994
2021 Bond Cap One - Interest	9,149	-			7,103
Total Debt Expense	<u>41,143</u>	<u>-</u>	<u>-</u>		<u>39,097</u>
 TOTAL EXPENSES	 <u>714,126</u>	 <u>57,387</u>	 <u>69,669</u>	 82%	 <u>652,099</u>
 <u>NET INCOME</u>	 <u>60,838</u>	 <u>5,607</u>	 <u>(7,715)</u>	 -73%	 <u>132,782</u>



Borrego Water District
Pest Control Operating Budget Analysis
06/01/2026 to 06/30/2026

	<i>Budgeted FY2025</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>Year to Date FY2026</i>
<u>INCOME</u>				
Charges Collected thru Tax Roll				
Pest Control Standby	<u>17,150</u>	<u>534</u>	<u>141</u>	<u>18,001</u>
<u>TOTAL PEST CONTROL FUND REVENUE</u>	<u>17,150</u>	<u>534</u>	<u>141</u>	<u>18,001</u>
<u>EXPENSES</u>				
Pest Control Plan Consultant	15,600			
R&M Pest Control	-	-	300	350
ACWA/JPIA Program Insurance	500	22	100	244
Salaries & Wages	1,000	-	839	-
Benefits - Medical		-	142	-
Benefits - CalPERS		-	140	-
ACWA/JPIA Workers Comp		-	12	-
Payroll Taxes		-	17	-
<u>TOTAL PEST CONTROL FUND REVENUE</u>	<u>17,100</u>	<u>22</u>	<u>1,550</u>	<u>594</u>
<u>Net Income Pest Control Enterprise Fund</u>	<u>50</u>	512	(1,409)	17,407



**Borrego Water District
Flood Enterprise Operating Budget Analysis
06/01/2026 to 06/30/2026**

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>Year to Date FY2026</i>
<u>INCOME</u>				
ID1 - Flood Standby	34,965	220	862	34,342
<u>TOTAL FLOOD CONTROL FUND REVENUE</u>	<u>34,965</u>	<u>220</u>	<u>862</u>	<u>34,342</u>
<u>EXPENSES</u>				
ACWA/JPIA Program Insurance	605	43		806
Legal Services - General	5,125	-	-	-
Salaries & Wages	9,109	-	-	-
Benefits - Medical	1,494	-	-	-
Benefits - CalPERS	1,661	-	-	-
ACWA/JPIA Workers Comp	127	-	-	-
Payroll Taxes	187	-	-	-
<u>TOTAL FLOOD CONTROL FUND EXPENSES</u>	<u>18,308</u>	<u>43</u>	<u>-</u>	<u>806</u>
<u>Net Income Flood Enterprise Fund</u>	<u><u>16,657</u></u>	<u><u>177</u></u>	<u><u>862</u></u>	33,536



Borrego Water District
Non-Rate Revenue Budget Analysis
06/01/2026 to 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>Year to Date FY2026</i>
<u>INCOME</u>				
OTHER INCOME				
Penalties & Fees	50,000	24,512	5,000	211,442
BSUSD Well Agreement	35,000	9,275	8,750	25,445
1% Property Assessments	70,000	1,535	575	82,201
Interest Income	60,000	-	2,917	62,652
Sale of Parcels		-		-
WM Meter Reading Income	6,500	-	-	4,357
TOTAL OTHER INCOME	<u>221,500</u>	<u>35,323</u>	<u>17,242</u>	<u>386,097</u>
<u>EXPENSES</u>				
Air Quality Study	36,341	-	3,028	4,810
TOTAL NON-RATE REVENUE EXPENSES	<u>36,341</u>	<u>-</u>	<u>3,028</u>	<u>4,810</u>
<u>Net Income Non-Rate Revenue</u>	<u>185,159</u>	35,323	14,213	381,287



**Borrego Water District
Consolidated Enterprise Budget Analysis
06/01/2026 to 06/30/2026**

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Projected June FY2026</i>	<i>YTD FY2026</i>
<u>INCOME</u>				
TOTAL WATER RATE REVENUE	4,615,007	393,247	396,068	4,515,718
TOTAL WASTEWATER RATE REVENUE	774,965	62,994	61,954	784,881
TOTAL PEST CONTROL FUND REVENUE	17,150	534	141	18,001
TOTAL FLOOD CONTROL FUND REVENUE	34,965	220	862	34,342
TOTAL OTHER INCOME	221,500	35,323	17,242	386,097
<u>GROSS INCOME</u>	<u>5,663,588</u>	<u>492,317</u>	<u>476,266</u>	<u>5,739,038</u>
<u>EXPENSES</u>				
TOTAL WATER ENTERPRISE EXPENSES	4,449,129	298,850	272,487	3,995,415
TOTAL WASTEWATER ENTERPRISE EXPENSES	711,398	57,387	69,669	652,099
TOTAL PEST CONTROL ENTERPRISE EXPENSES	17,150	-	1,550	572
TOTAL FLOOD CONTROL ENTERPRISE EXPENSES	18,307	-	-	762
TOTAL NON-RATE REVENUE EXPENSES	36,341	-	3,028	4,810
<u>TOTAL EXPENSES</u>	<u>5,232,325</u>	<u>356,237</u>	<u>346,734</u>	<u>4,653,658</u>
<u>CONSOLIDATED NET INCOME</u>	<u>431,262</u>	<u>136,080</u>	<u>129,532</u>	<u>1,085,380</u>



**Borrego Water District
BPA Purchase & Capital Improvements Budget
06/01/2026 to 06/30/2026**

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Year to Date FY2026</i>
<u>BPA Purchase Expense</u>			
Land - Installment Agreement Payment	361,956	928	396,236
Following Expense	195,668	-	-
<u>BPA Purchase Expense</u>	<u>557,624</u>	<u>928</u>	<u>396,236</u>
<u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u>			
Water Enterprise CIP			
Water Projects			
Tank Repair/Recoating: Country Club Tank	350,000	-	360,532
New Production Well Evaluation: DB20	100,000	-	11,287
Office Propane Generator	75,000	-	-
ID1-8 Convert to Monitoring	11,000	-	10,646
Well/Tank Site Security Upgrades	60,000	-	42,086
Discharge Pond Fencing	30,000	-	3,657
Chlorinator ID4-11	-	81	39,684
Chlorine Analyzers at Tanks	-	435	1,175
Emergency System Repairs	69,458	-	40,600
Total Water Projects	695,458	516	498,381
Sewer Projects			
Manhole Refurbishments	100,000	-	6,310
Sewer Cleaning/Inspection	125,000	-	-
Total Sewer Projects	225,000	-	6,310
CASH FUNDED BPA PURCHASE & CIP TOTAL	1,478,082	1,444	906,395



**Borrego Water District
Grant Funded CIP Budget Analysis**

06/01/2026 to 06/30/2026

	<i>Budgeted FY2026</i>	<i>Actual June FY2026</i>	<i>Year to Date FY2026</i>
GRANT FUNDED CIP			
2023 Appropriations Bill			
BSR Pipeline	928,000	-	-
BSR Pipeline ALT/Country Club Connections		-	24,650
Sungold Pipeline	2,464,000	-	-
2023 Appropriations Bill Total	<u>3,392,000</u>	<u>-</u>	<u>24,650</u>
TOTAL GRANT FUNDED CIP	3,392,000	-	24,650



**Borrego Water District
Cash Flow Analysis
06/01/2026 to 06/30/2026**

	<u>Actual June FY26</u>	
Cash and Reserves at Beginning of Period		6,034,617
Cash Flows from Operating Activities		
<i>Income Provided by Operating Activities</i>	100,758	
<i>Increase in Accounts Receivable</i>	(82,142)	
<i>Increase in Accounts Payable</i>	59,674	
<i>Decrease in Inventory</i>	1,499	
<i>Customer Deposits Returned</i>	-	
Net Cash Provided by Operating Activities	\$	79,789
Cash Flows from Non-Operating Activities		
Other Income Received	35,323	
Debt Service Disbursement	-	
Net Cash Provided by Other Income	\$	35,323
Cash Flows from Capital Improvement Activities		
<i>All CIP/BPA Purchase Activities (Cash + Grant)</i>	(1,444)	
<i>Grant Monies Received</i>	-	
Net Cash Paid for Capital Improvements	\$	(1,444)
Net Change in Cash	\$	113,667
Cash and Reserves at End of Period		\$ 6,148,284
Restricted Reserves at End of Period	\$ 1,306,291	
Unrestricted Reserves at End of Period	\$ 4,841,994	
Water Reserves Portion	\$5,379,509	
Sewer Reserves Portion	\$768,762	
Non-218 Reserves Portion	\$880,105	
Fiscal Year Reserves Target	\$	6,853,714
Fiscal Year Reserves Surplus/Shortfall to Date	\$	(705,430)



ASSETS

	BALANCE SHEET June 30, 2026 (unaudited)	BALANCE SHEET March 31, 2026 (unaudited)	MONTHLY CHANGE (unaudited)
CURRENT ASSETS			
Cash & Cash Equivalents	\$ 6,226,487.59	\$ 6,431,142.56	\$ (204,654.97)
Accounts Receivable - Water/Sewer Charges	\$ 1,030,534.82	\$ 918,240.72	\$ 112,294.10
Accounts Receivable - Other	\$ 56,853.08	\$ 13,050.83	\$ 43,802.25
Grant Reimbursements Receivable	\$ -	\$ -	\$ -
Inventory	\$ 275,963.77	\$ 268,504.03	\$ 7,459.74
TOTAL CURRENT ASSETS	\$ 7,589,839.26	\$ 7,630,938.14	\$ (41,098.88)
RESTRICTED ASSETS			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (125,184.55)	\$ (125,184.55)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 522,258.00	\$ 522,258.00	\$ -
Total Debt service	\$ 522,258.67	\$ 522,258.67	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 810,327.39	\$ 810,327.39	\$ -
Total Trust/Bond funds	\$ 810,327.39	\$ 810,327.39	\$ -
TOTAL RESTRICTED ASSETS	\$ 1,332,586.06	\$ 1,332,586.06	
UTILITY PLANT IN SERVICE			
Land	\$ 4,795,894.99	\$ 4,795,894.99	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 213,446.66	\$ 657,778.47	\$ (444,331.81)
Sewer Facilities	\$ 7,860,618.28	\$ 7,860,618.28	\$ -
Water facilities	\$ 26,004,288.33	\$ 25,582,958.26	\$ 421,330.07
General facilities	\$ 1,038,449.39	\$ 1,038,449.39	\$ -
Equipment and furniture	\$ 1,151,790.37	\$ 1,151,790.37	\$ -
Vehicles	\$ 811,340.92	\$ 811,340.92	\$ -
Accumulated depreciation	\$ (19,273,448.22)	\$ (18,062,478.36)	\$ 1,210,969.86
NET UTILITY PLANT IN SERVICE	\$ 26,889,720.72	\$ 28,123,692.32	\$ (1,233,971.60)
OTHER ASSETS			
Water Rights/BPA	\$ 843,626.64	\$ 193,071.97	\$ 650,554.67
TOTAL OTHER ASSETS	\$ 843,626.64	\$ 193,071.97	
TOTAL ASSETS	\$ 36,655,772.68	\$ 37,280,288.49	\$ (624,515.81)



Balance sheet continued

	BALANCE SHEET June 30, 2026 (unaudited)		BALANCE SHEET March 31, 2026 (unaudited)		MONTHLY CHANGE (unaudited)
LIABILITIES					
CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS					
Accounts Payable	\$	119,697.91	\$	14,397.69	\$ 105,300.22
Accrued expenses	\$	302,328.03	\$	331,805.61	\$ (29,477.58)
Deposits	\$	110,900.00	\$	105,000.00	\$ 5,900.00
TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS	\$	532,925.94	\$	451,203.30	\$ 81,722.64
CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS					
Debt Service:					
Accounts Payable to CFD 2017-1	\$	810,327.39	\$	810,327.39	\$ -
TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS	\$	810,327.39	\$	810,327.39	\$ -
LONG TERM LIABILITIES					
2018A & 2018B Refinance ID4/Viking Ranch	\$	695,000.00	\$	695,000.00	\$ -
2021 Installment Purchase Agreement	\$	5,739,750.00	\$	5,739,750.00	\$ -
Net Pension Liability-CalPERS	\$	1,259,747.00	\$	1,259,747.00	\$ -
Deferred Inflow of Resources-CalPERS	\$	48,115.00	\$	48,115.00	\$ -
TOTAL LONG TERM LIABILITIES	\$	7,742,612.00	\$	7,742,612.00	\$ -
TOTAL LIABILITIES	\$	9,085,865.33	\$	9,004,142.69	\$ 81,722.64
FUND EQUITY					
Contributed equity	\$	9,611,814.35	\$	9,611,814.35	\$ -
Retained Earnings:	\$	17,958,093.00	\$	18,664,331.45	\$ (706,238.45)
TOTAL FUND EQUITY	\$	27,569,907.35	\$	28,276,145.80	\$ (706,238.45)
TOTAL LIABILITIES AND FUND EQUITY	\$	36,655,772.68	\$	37,280,288.49	\$ (624,515.81)

To: BWD Board of Directors
 From: Jessica Clabaugh
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending June, 2026



Total disbursements paid during this period:	\$ 345,766.50
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Significant items:

Babcock	Lab Services	\$ 4,245.00
Borrego Springs Watermaster	WY 26 Pumping Fees, Installment 2	\$ 36,913.98
CalPERS	Employee Retirement Benefits	\$ 11,881.55
Employee Health Benefits	Medical JPIA & AFLAC	\$ 21,830.60
Ramona Disposal	Garbage Collection	\$ 5,557.49
SC Fuels	Fuel For District Vehicles	\$ 1,445.35
SDGE	Payment on May Use	\$ 36,401.44

Capital Projects/Fixed Asset Outlays:

Brax Company	Well 10 Transformer Repair	\$ 3,020.39
Downstream	Video & Clean Gravity Main	\$ 28,155.00
McCalls Meters	Meter Accuracy Testing	\$ 2,385.00

Total Professional Services for this Period:

BBK	General May	\$ 4,778.80
BBK	Water Right Acquisition	\$ 74.20
BBK	Watermaster May	\$ 2,671.20
BBK	Advocacy	\$ 6,000.00
The Data Center	Statement Printing & Mailing May	\$ 1,102.90
Interra Inc.	GWM Technical Support May	\$ 9,705.66
Raftelis	Financial Consuting - Capacity Fee Study	\$ 2,382.50
Travis Parker	IT Support May	\$ 2,502.74

Payroll for this Period:

Gross Payroll	\$ 145,805.43
Employer Payroll Taxes and ADP Fee	\$ 3,744.21
Total	\$ 149,549.64



June 2026

42589	1109	ABILITY ANSWERING/PAGING SER	06/25/2026	259.50
42625	3035	ACWA / JPIA Finance Dept.	07/22/2026	5,057.23
42583	1266	AFLAC	06/17/2026	1,351.74
42603	1001	AMERICAN LINEN INC.	07/08/2026	552.43
42604	61	AT&T MOBILITY	07/08/2026	259.91
42590	9529	AT&T-CALNET 3	06/25/2026	319.55
42605	9255	BABCOCK LABORATORIES	07/08/2026	5,892.00
42606	11195	BANK UP CORPORATION	07/08/2026	919.16
42620	9269	BENITO ARTEAGA	07/10/2026	334.03
42621	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	07/10/2026	21,299.80
42607	10900	BORREGO AUTO PARTS & SUPPLY CO	07/08/2026	601.13
42622	11140	BORREGO SPRINGS HARDWARE	07/10/2026	318.08
42584	11066	BRAX COMPANY, INC.	06/17/2026	3,020.39
42585	1196	CASH	06/17/2026	385.00
42626	11099	CONTROL SYSTEMS ENGINEERING INC	07/22/2026	3,854.50
42591	11214	CWEA	06/25/2026	476.00
42627	39	DAVID TAUSSIG & ASSOCIATES, INC	07/22/2026	1,849.86
42628	11190	DAVIS FARR LLP	07/22/2026	5,000.00
42574	1222	DEBBIE MORETTI	06/10/2026	140.00
42570	96	DISH	06/10/2026	78.82
42623	96	DISH	07/10/2026	78.82
42601	11159	EDUARDO VILCHIS	07/01/2026	355.00
42595	11209	EVAN GARCIA	07/01/2026	600.00
42586	3024	FED EX	06/17/2026	39.72
42597	10876	GEOFFREY POOLE	07/01/2026	856.44
42599	10863	HUGO RODARTE	07/01/2026	100.00
42572	11137	INTERA INCORPORATED	06/10/2026	9,705.66
42629	11137	INTERA INCORPORATED	07/22/2026	12,892.50
42608	11090	LUPE'S GARDENING MAINTENANCE INC.	07/08/2026	585.00
42571	11213	MARTHA GARCIA	06/10/2026	450.00
42596	11213	MARTHA GARCIA	07/01/2026	310.00
42532	1000	MEDICAL ACWA-JPIA	05/15/2026	23,313.60
42573	11181	METRON FARNIER, LLC	06/10/2026	158.18
42592	11175	NEW YORK LIFE INSURANCE COMPANY	06/25/2026	211.22
42609	11114	OCEANUS BOTTLED WATER, INC	07/08/2026	69.00
42587	1208	PACIFIC PIPELINE SUPPLY INC	06/17/2026	26.76
42598	1208	PACIFIC PIPELINE SUPPLY INC	07/01/2026	1,557.87
42630	1208	PACIFIC PIPELINE SUPPLY INC	07/22/2026	60.77
42575	11165	QUADIENT LEASING USA INC	06/10/2026	442.04
42631	9546	RAFTELIS FINANCIAL CONSULTANTS, INC.	07/22/2026	1,157.50
42610	9633	RAMONA DISPOSAL SERVICE	07/08/2026	5,557.49
42560	9387	SAN DIEGO COUNTY ASSESSOR/RECORDER/ COUNTY C	06/02/2026	20.00
42611	1065	SAN DIEGO GAS & ELECTRIC	07/08/2026	37,670.19
42632	1065	SAN DIEGO GAS & ELECTRIC	07/22/2026	14,756.53
42588	11067	SC FUELS	06/17/2026	923.03
42600	11067	SC FUELS	07/01/2026	2,182.33
42612	11086	SPRINGBROOK HOLDING COMPANY LLC	07/08/2026	859.00
42633	11193	THE DATA CENTER LLC	07/22/2026	1,302.91
42576	9581	TRAVIS PARKER	06/10/2026	2,502.74
42613	9581	TRAVIS PARKER	07/08/2026	2,335.52
42614	3000	U.S.BANK CORPORATE PAYMENT SYS	07/08/2026	2,405.09
42615	1023	UNDERGROUND SERVICE ALERT	07/08/2026	16.45
42616	1100	VERIZON WIRELESS	07/08/2026	299.10
42602	92	XEROX FINANCIAL SERVICES	07/01/2026	365.28
42617	11050	ZITO MEDIA	07/08/2026	279.50
Report Total (55 checks):				176,414.37

August 6, 2026

Staff Report: Finance

To: BWD Board of Directors

From: Jessica Clabaugh, Finance Officer

Re: Increase in Property Insurance Premium Basis for FY28

This District retains Property Insurance coverage thru JPIA. In March, 2026, JPIA conducted a third-party appraisal on the Districts highest valued assets. This included all water tanks, the main office and the water maintenance building. The appraisal resulted in a gross increase in insured property value of \$9,834,568. It is estimated that this will result in a 20% increase of current premiums, not including any general annual inflator. JPIA will be utilizing the new valuations for the FY28 Property Premium. This adjustment will be reflected in the FY28 Budget.

Gross Increase in Assets	<u>\$9,834,568</u>
Property Rate	0.19%
Deductible Credit	-0.10%
Additional Contribution	\$8,880.61
Less Multiprogram Discount	-5.00%
Estimated Annual Increase	\$8,436.58
 FY27 Premium Actual	<u>\$42,486.59</u>
FY28 Estimated Premium	<u>\$50,923.17</u>
% Increase	19.86%

*NOTE: FY28 Estimated Premium is determined using FY27 Property Rate.
Generally, annual increases occur in the amount of 5 to 10%.*

A detailed listing of appraised assets can be found on the following pages.

ASSET NAME/ID	ASSET PHOTO	VALUE DETAILS
RH TANK NO 1 B007-007-002 00343		Prior Value \$1,586,018 Appraised Value \$3,807,000 Increase in Basis <u>\$2,220,982</u>
COUNTRY CLUB TANK B007-010-001		Prior Value \$1,087,500 Appraised Value \$2,914,000 Increase in Basis <u>\$1,826,500</u>
900 TANK B007-014-002 00386		Prior Value \$1,183,815 Appraised Value \$2,193,000 Increase in Basis <u>\$1,009,185</u>
MAINTENANCE SHOP B007-019-001 00004		Prior Value \$732,982 Appraised Value \$1,178,000 Increase in Basis <u>\$445,018</u>

ADMIN OFFICE B007-019-002 00157		<table><tr><td>Prior Value</td><td>\$663,715</td></tr><tr><td>Appraised Value</td><td>\$1,122,000</td></tr><tr><td>Increase in Basis</td><td><u>\$458,285</u></td></tr></table>	Prior Value	\$663,715	Appraised Value	\$1,122,000	Increase in Basis	<u>\$458,285</u>
Prior Value	\$663,715							
Appraised Value	\$1,122,000							
Increase in Basis	<u>\$458,285</u>							
RAMS HILL 2 B007-021-001 00958		<table><tr><td>Prior Value</td><td>\$1,013,936</td></tr><tr><td>Appraised Value</td><td>\$2,256,000</td></tr><tr><td>Increase in Basis</td><td><u>\$1,242,064</u></td></tr></table>	Prior Value	\$1,013,936	Appraised Value	\$2,256,000	Increase in Basis	<u>\$1,242,064</u>
Prior Value	\$1,013,936							
Appraised Value	\$2,256,000							
Increase in Basis	<u>\$1,242,064</u>							
INDIAN HEAD TANK B007-024-001 00959		<table><tr><td>Prior Value</td><td>\$923,424</td></tr><tr><td>Appraised Value</td><td>\$2,256,000</td></tr><tr><td>Increase in Basis</td><td><u>\$1,332,576</u></td></tr></table>	Prior Value	\$923,424	Appraised Value	\$2,256,000	Increase in Basis	<u>\$1,332,576</u>
Prior Value	\$923,424							
Appraised Value	\$2,256,000							
Increase in Basis	<u>\$1,332,576</u>							
TWIN TANK B007-027-001 00977		<table><tr><td>Prior Value</td><td>\$956,042</td></tr><tr><td>Appraised Value</td><td>\$2,256,000</td></tr><tr><td>Increase in Basis</td><td><u>\$1,299,958</u></td></tr></table>	Prior Value	\$956,042	Appraised Value	\$2,256,000	Increase in Basis	<u>\$1,299,958</u>
Prior Value	\$956,042							
Appraised Value	\$2,256,000							
Increase in Basis	<u>\$1,299,958</u>							
<table><tr><td colspan="2">Cumulative Increase</td><td><u>\$9,834,568</u></td></tr></table>			Cumulative Increase		<u>\$9,834,568</u>			
Cumulative Increase		<u>\$9,834,568</u>						

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