

Borrego Water District Board of Directors
Regular Meeting
September 22, 2020 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/393394765>

You can also dial in using your phone.
United States: +1 (312) 757-3121
Access Code: 393-394-765

I. OPENING PROCEDURES

- A.** Call to Order:
- B.** Pledge of Allegiance
- C.** Roll Call
- D.** Approval of Agenda
- E.** Approval of Minutes
 - 1. August 11, 2020 Special Board Meeting (3-6)
 - 2. August 25, 2020 Regular Board Meeting (7-11)
- F.** Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G.** Comments from Directors
- H.** Correspondence Received from the Public- (12-15)
 - 1. Martha Palacio – Request for Relief of High Water Bill

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

- A.** Letter from BWD to San Diego County Water Authority re: Regional Conveyance System –L Brecht (16-22)
- B.** Letter to Riverside Board of Supervisors re: Hemp Farming in Anza/Terwilliger – G Poole (23-24)
- C.** Interim Borrego Springs Subbasin Watermaster Board – G Poole, D Duncan/K Dice (25-43)
 - 1. Meter Reading Agreement - G Poole
 - 2. Right of Entry Form – G Poole
 - 3. Items for September 24, 2020 Agenda – VERBAL, G Poole

III. STANDING AND AD-HOC BOARD COMMITTEE REPORTS –

- A. STANDING:**
 - 1. Operations and Infrastructure – Delahay/Duncan
 - 2. AD HOC:
 - a. Stipulated Judgment Implementation – Brecht/Duncan

AGENDA: September 22, 2020

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.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary 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. **1**

- b. Risk Management/Pandemic – Brecht/Dice
- c. Grant Funding – Dice/Johnson
- d. Association of California Water Agencies/Joint Powers Authority – Dice/Johnson
- e. Organizational Staffing - Dice/Duncan
- f. Prop 218 and BWD Developers’ Policy – Brecht

IV. MONTHLY FINANCIAL & OPERATIONS REPORTS

- A. Financial Reports: August 2020 (45-59)
 - 1. Water and Sewer Revenue Update – J Clabaugh
- B. Water and Wastewater Operations Report: August 2020 (60-61)
- C. Water Production/Use Records: August 2020 (62-63)

V. STAFF REPORTS - VERBAL (64-66)

- A. Administration – D Del Bono
- B. Waste Water Operations – R Martinez
- C. Water Operations – A Asche
- D. General Manager - G Poole
 - 1. BWD letter sent to San Diego County regarding nuisance and improperly abandoned well

VI. CLOSED SESSION:

- A. Conference with Legal Counsel - Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (Two (2) potential cases)
- B. Conference with Legal Counsel – Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al. (San Diego Superior Court case no. 37-2020-00005776)
- C. Replacement Well Number Two Site - Conference with Real Property Negotiators (Gov. Code § Section 54956.8) Property APN: APN 198-270-13-00, 36.53 acres BWD Negotiator: Geoff Poole Negotiating Parties: Geoff Poole, General Manager and Owner: Borrego Springs Unified School District: Price and Terms of Payment
- D. 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)

VII. CLOSING PROCEDURE: The next Board Meeting is scheduled for October 13, 2020 to be available online. See Board Agenda at BorregoWD.org for details, available at least 72 hours before the meeting.

AGENDA: September 22, 2020

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Club Circle community will need to be replaced. The total cost is over \$2 million. This project has been added to the CIP.

The other new project is a transmission main from Well 5 to the Country Club Tank. Mr. Dale explained that in the next nine years, there is about \$8 million worth of pipelines that need to be replaced, and probably another \$10 million worth after that; 70 miles of pipeline. He suggested that the Board consider hiring in-house personnel to do the work, and recommended a study first to determine if this is appropriate. Benefits would include operational flexibility, but CalPers expenses could be a drawback. The crew could probably be used for 30 years. Mr. Dale estimated it would save 50 to 60 percent compared to a contractor, but the cost of the fringe benefits needs to be considered.

Director Brecht stated that the next step would be the COS study by Raftelis and Fieldman, Rolapp. They will need written descriptions of the projects, divided into categories. Then once a decision is made as to how to finance the CIP, the question of in-house versus contractor for the pipelines can be addressed. He recommended waiting for that study until after the COS study is complete.

B. Additions to Risk Management & Resilience Planning Policies: Director Brecht summarized proposed additions to the Risk Management and Resilience Planning Policies, noting that the District needs to do what is necessary to address COVID. The first part addresses working with other utilities, for example what happens when the power goes out. The second part deals with emergency customer assistance. If a customer takes advantage of the District's current "no turn-off, no late fee" policy, he/she might accumulate so much debt when the policy expires that the water could be turned off, and he questioned where the cash flow would come from, i.e. ad valorem taxes. ***MSC: Brecht/Johnson approving the additions to the Risk Management and Resilience Planning Policies, authorizing their implementation and requesting reports to the Risk Management/Pandemic Committee and the Board. The roll call vote was unanimous.***

C. Request to Apply Credit for Administrative Support for WaterMaster to BWD's Pumping Fee: ***MSC: Brecht/Duncan authorizing a letter to the WMB requesting to apply credit for administrative support to BWD's pumping fee. The roll call vote was unanimous.***

D. San Diego County Water Authority Pipeline Project: Public Request for Agenda Item: Mr. Poole invited the Board's attention to an e-mail from David Garmon in the Board package. The San Diego County Water Authority is studying the possibility of a transmission pipeline from the Salton Sea to San Diego, and they are now ready to vote on whether to proceed with Phase B of the study, including two routes, one through Borrego Springs. Mr. Garmon asked that the matter be placed on the BWD Agenda, and that the Board clarify that they have not yet taken a position and have some concerns.

Dan Denham of SDCWA presented slides outlining the Regional Conveyance System study. The issue was discussed with the BWD Board in October 2019, and Mr. Denham offered a refresher. At the last presentation, BWD expressed concerns regarding protection of the environment and salinity impacts. Mr. Denham assured the Board that basin water storage was not a required part of the study. Any future arrangement is possible, but outside the technical study of a conveyance pipeline. It would be in the discretion of BWD or the WMB.

Mr. Denham explained that most of SDCWA's water comes from the Colorado River. All of San Diego's water is imported, and the current agreement for transportation terminates in 2047. Therefore, alternatives are being investigated. The two-phase study includes input from SDCWA Member Agencies, cost projections, assessment of flaws and identification of potential partners.

Kevin Davis of Black & Veatch showed a map of the original three alternative routes for the pipeline. As the study progressed, the route through Borrego seemed increasingly attractive. It would include a long tunnel. The environment would be protected, and no fatal flaws were identified. All three alternatives are technically feasible, and the Borrego Route (3A) and I-8 route (5A) are

economically competitive. The other southern route (5C) was not recommended for further study for economic reasons. Mr. Davis presented a map showing one proposed route through Borrego, along Tubb Canyon Road.

Mr. Denham reported that Phase A of the study was complete and accomplished its goal, finding the pipeline to be technically feasible. The cost estimates were confirmed by a third party as accurate. The project is expected to take 20 to 25 years. The SDCWA Board will be asked later this month to approve moving forward with Phase B, focusing on economic and environmental aspects and stakeholder input. Partnership issues will be a big part. Mr. Poole asked the BWD Board to consider a letter to SDCWA before its next meeting.

Director Johnson asked who would pay for studies related to potential partnerships. Mr. Denham replied that the SDCWA would pay; it is in their budget. However, some agencies might have a compatible project which could be tied in. If BWD wanted to import water, that would be outside the scope of the SDCWA project.

Mr. Garmon spoke on behalf of the Tubb Canyon Desert Conservancy, noting that Tubb Canyon would be impacted by the proposed Borrego route. He asked BWD to send a clarifying letter to SDCWA, confirming that they do not “enthusiastically support” the project, as has been said. There is nothing concrete by which to evaluate the impact on Borrego Springs and the Park, or the effects of storing Colorado River water in the aquifer. Can Borrego access the stored water, and if so, at what price? He hoped the District would indicate it neither supports nor opposes the project but is formulating questions needed to evaluate it.

Cathy Milkey reported that Jack McGrory and Shannon Smith submitted a letter to the BWD Board and included an attached draft letter that could be used in responding to the SDCWA. They voiced their support in moving forward with the study, feeling it was premature to voice opposition before getting all the facts. The project might be important to future generations in Borrego, and future technology is unknown. Phase B of the study would be at no cost to BWD or its ratepayers, and there is no point in discouraging the study. Ms. Milkey read the attached proposed letter to SDCWA into the record. Rebecca Falk hoped BWD would express more reservations, and Mr. Garmon concurred. Discussion followed regarding whether to ask the WMB to take a position.

Ms. Falk asked whether any potential partners other than BWD had been identified in Borrego, and Mr. Denham replied that they had not. She further inquired what made the Borrego route attractive to the SDCWA. Mr. Denham explained that it was access to their Twin Oaks Treatment Plant.

Ray Lennox of the State Park pointed out that the proposed route goes through the State Park and a State Wilderness and Cultural Preserve, and Mr. Denham replied that it was in a public right-of-way. Mr. Davis noted that a lot of environmental work will be done, and the alignment could change.

Don McFarland, representing the SDCWA Member Agencies, reported that the 2015 water management plan was being updated and is addressing future water supply demands. Director Duncan expressed concern regarding water storage and water quality. Mr. Denham reiterated that storing water in the aquifer is entirely up to BWD.

Director Brecht pointed out that the reason for sending a letter to the SDCWA is to end the rumors that they support the route through Borrego, and that the assumption that there would definitely be storage here is untrue. He opined that there was too much concern about the route and not enough about potential conjunctive use and water quality. ***MSC: Brecht/Johnson directing the BWD Board and staff to create a letter dispelling rumors that BWD wholeheartedly supports a pipeline through Borrego Springs, including storage/conjunctive use, and remains neutral; express BWD's concerns; use some parts of the McGrory/Smith letter and some from Mr. Garmon's; Director Johnson and President Dice to help; send the letter to the SDCWA. The roll***

call vote was unanimous. Ms. Falk requested copies of the McGrory/Smith letter and the letter that BWD ends up sending. President Dice agreed to provide them.

E. Request from Borrego Valley Stewardship Council for Letter of Support on Water Management and Planning Grant: President Dice reported that the Stewardship Council is working to grow its membership, and BWD is a signer on the MOU. They need to create a governance system and provide facilitation for community planning to integrate water and land use planning. To this end, they are applying for a grant and asking key signing organizations for letters of support. *MSC: Johnson/Duncan approving the letter of support. The roll call vote was unanimous.*

III. STAFF REPORTS

A. Water Sales and Revenues Update: Ms. Clabaugh presented a graph depicting water revenue comparison from 2017 to the present. Revenues were a little lower than last year but higher than the previous two. Water consumption remains the same, as does sewer revenue. The aging report showed late bills, 30 to 60 days, 60 to 90 days, 90 to 120 days and 120 plus. Since February, there has been an overall increase of \$57,000 in late bills. Ms. Clabaugh will continue to monitor it. Director Duncan inquired about the percent of billing being collected, and Ms. Clabaugh reported 90 percent for July, 99 percent for June (water), and 79 percent for sewer.

IV. CLOSED SESSION:

A. Conference with Legal Counsel – Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Government Code Section 54956.9: (One (1) potential case):

B. Conference with Legal Counsel – Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al., San Diego Superior Court case no. 37-2020-00005776):

The Board adjourned to closed session at 11:35 a.m., and thereafter, the open session reconvened. There was no reportable action.

V. CLOSING PROCEDURE

The next Board Meeting is scheduled for August 25, 2020 at Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004. There being no further business, the Board adjourned.

Borrego Water District Board of Directors
MINUTES
Regular Meeting
August 25, 2020 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

I. OPENING PROCEDURES

- A. Call to Order: President Dice called the meeting to order at 9:00 a.m.
- B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C. Roll Call: Directors: Present: President Dice, Vice President
Brecht, Secretary/Treasurer
Duncan, Delahay, Johnson

 Staff: Geoff Poole, General Manager
 David Dale, District Engineer
 Jessica Clabaugh, Finance Officer
 Alan Asche, Operations Manager
 Diana Del Bono, Administration Manager
 Esmeralda Garcia, Administrative Assistant
 Wendy Quinn, Recording Secretary

 Public: Cathy Milkey Tammy Baker
 Todd Holman, EnrGen

D. Approval of Agenda: *MSC: Brecht/Johnson approving the Agenda as written. The roll call vote was unanimous.*

E. Approval of Minutes:

1. July 14, 2020 Special Board Meeting. *MSC: Duncan/Johnson approving the Minutes of the Special Board Meeting of July 14, 2020 as written. The roll call vote was unanimous.*

2. July 28, 2020 Regular Board Meeting.

MSC: Duncan/Johnson approving the Minutes of the Regular Board Meeting of July 28, 2020 as corrected (amend Item III.B.f in part to read as follows: First paragraph, "To satisfy the requirements of the ~~Stipulation~~ SGMA, approximately \$7 million ~~will be~~ was needed" Second paragraph, "... the approved FY 2021 approved Prop 218 rates In the new FY 2022-2026 218 process . . ."). The roll call vote was unanimous.

F. Comments from the Public and Requests for Future Agenda Items: None

G. Comments from Directors: None

H. Correspondence Received from the Public:

- 1. San Diego County Water Authority Regional Conveyance System Project.
 - i. Letter from T2 and La Casa del Zorro principals to BWD Board regarding SDCWA RCS pipeline project.
 - ii. BWD Board final letter sent to SDCWA Board regarding potential RCS pipeline alignment through Borrego.

Geoff Poole invited the Board's attention to correspondence in the Board package. Following up from the last meeting, a letter from Jack McGrory (La Casa del Zorro) and Shannon Smith (T2 Borrego) to BWD was included, as well as a letter from BWD to the SDCWA, regarding their RCS pipeline project. Cathy Milkey asked that the attachment to the McGrory/Smith letter be included. Discussion followed regarding whether a representative of BWD should attend

the August 27 SDCWA meeting when they vote on Phase B of the RCS study, or if not, to whom their letter should be sent. Director Duncan wanted to know the outcome of the SDCWA vote, and President Dice agreed to put it on the next Agenda. Mr. Poole will check to see where the letter should be sent.

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

A. FY 2021-2029 Final Proposed CIP Comprehensive Descriptions and Cost Estimates used for Development of Cost of Service Study and Financing Plan: Mr. Poole invited the Board's attention to an updated CIP in the Board package, including the two new projects presented by David Dale at the last meeting (Club Circle water and sewer lines and a new transmission main). Director Brecht asked what would happen if the grant to replace the Twin Tanks was not approved; can it wait another year, or should the District spend the money now. Mr. Poole was optimistic about the grant, but will check with Alan Asche and report back at the next meeting. Director Brecht asked whether the Wastewater Treatment Facility, Phases 1 and 2, was advanced treatment. Mr. Poole did not believe so. Director Brecht asked whether water supply provision was included in the CIP, and Mr. Dale replied that the CIP was usually just for physical improvements. Mr. Poole agreed to include water/land acquisition in the CIP summary.

Tammy Baker expressed concern that in the Fire Hydrant Replacement project, some were said to be "not functional." Mr. Dale said they were "semi-functional"; not as the manufacturer intended. Mr. Asche noted that all the hydrants were functioning, and if one fails, the Fire Department is notified. Mr. Poole asked Mr. Dale to amend the CIP; instead of saying some hydrants are not functional, say "We are bringing them up to current standards."

Mr. Asche reported that there are some water mains that should be added to the CIP in the next few years.

B. Initial Results for developing in-house capability to construct various CIP pipeline projects: Mr. Poole reported that he and Mr. Dale were working on cost estimates for using in-house staff for pipeline projects, and had discussed it with Raftelis. Information was included in the Board package.

C. Draft of Important Risk Management areas for BWD continuance of service requirements for discussion by Interim Watermaster now that a Watermaster Executive Director has been hired: Director Brecht outlined Agenda items he was proposing to the WMB: Improperly abandoned wells, conjunctive use of the Borrego basin to store Colorado River water, analysis of water quality and monitoring results. Director Johnson noted that she had done some editing and would send her input to Director Brecht. ***MSC: Brecht/Delahay agreeing that the issues discussed are important to the District and asking Director Duncan to present them to the WMB as future Agenda items proposed by the Board. The roll call vote was unanimous.***

D. Endorsement request for Borrego Minister Association's COVID-19 Emergency letter to San Diego Gas & Electric Company (SDG&E): Mr. Poole invited the Board's attention to a letter from the Borrego Ministers' Association requesting assistance from SDG&E and asking BWD to endorse it, included in the Board package. ***MSC: Brecht/Duncan endorsing the Borrego Ministers' Association's request to SDG&E. The roll call vote was unanimous.***

E. BWD responses to public comments regarding the Stipulated Judgment submitted to the California Department of Water Resources for SGMA-compliance review: Mr. Poole explained that there was a 45-day comment period following BWD's submission of its GMP and Stipulated Judgment to the DWR. Todd Driscoll has compiled responses to the comments, and the other pumpers' legal representatives reviewed and approved them. They were included in the Board package. ***MSC: Brecht/Duncan accepting the responses to the Stipulated Judgment and posting them on the BWD website. The roll call vote was unanimous.***

F. Analysis of Existing BWD Solar Electricity Systems and Energy Efficiency Analysis:

Mr. Poole introduced a recent two-phase study of the District's energy system. First, the existing solar infrastructure was examined, both at the office/warehouse and at the wastewater treatment plant. Then the electrical usage in all facilities was evaluated. Todd Holman of EnrGen Inc., who performed the study, presented his findings. Mr. Holman noted that there was a significant amount of over-production at the treatment plant. There is currently a \$5,000 credit with SDG&E. There were other minor issues which will or have been addressed.

At the office and warehouse, two optimizers need to be replaced, and the solar panels were soiled. Mr. Holman recommended that they be cleaned more regularly. Energy production is 11 percent below expectations, probably due to the optimizers and soiling.

Mr. Holman went on to explain his review of the electrical system. By adopting a more advantageous rate plan, BWD could use its excess production at the treatment plant to cover usage at other facilities. Every facility that uses power was examined and evaluated, including light switches, fans and HVAC units, to identify potential savings. Many of the lights can be changed to LED lights, and motion detector switches can be installed. Another option is "intelligent thermostats," which would save 15 to 20 percent on air conditioning. Pumps, which use a lot of energy, will be evaluated.

Director Brecht inquired about battery storage for the office and warehouse. Mr. Holman stated he would look at it in the next phase of the study, including intermittent usage and arbitrage. Mr. Poole added that the second phase would look at future recommendations, such as possible conversion of the wells to solar. He hoped to have a report at the next meeting.

G. Risk Management Policy Update DRAFT: COVID-19 Procedures:

Mr. Poole invited the Board's attention to the COVID-19 Procedures in the Board package. They will be included in the Risk Management Policy. Diana Del Bono explained that the Procedures outline what employees should do if they become sick and how BWD will respond. Employees experiencing symptoms should stay home and call a doctor. Returning to work would be according to CDC protocol. Cleaning guidelines were included, as well as PPE information. Director Brecht recommended eliminating background information on COVID, since more is being learned as time goes on. Ms. Del Bono reported that the information will be shared with the employees and included in the Disaster Preparedness Plan and the Injury/Illness Prevention Plan. Tammy Baker suggested including frequency of cleaning and appropriate social distancing. Ms. Del Bono explained that those were covered in the County guidelines, and she can include the County checklist in the BWD Procedures.

H. Posting Borrego Springs Communit Sponsor Group Agendas on BWD Website:

No report.

I. Borrego Springs Interim Watermaster Board:

1. Selection of Executive Director/Technical Consultant. Mr. Poole reported that a contract with Wildermuth Environmental for Executive Director/Technical Consultant services was approved at the last WMB meeting. Samantha Adams will serve as ED and Andy Malone as TC.

2. BWD Request for Pumping Credit to Offset Admin Support Costs. Mr. Poole reported that the WMB was considering BWD's request and asked that the cost range be narrowed. He and Director Duncan will work on this issue for a future Agenda. Director Brecht will send Director Duncan a letter on the subject.

3. County of San Diego Accepts Permanent Participation on WM Board. Mr. Poole reported he had received confirmation from County Counsel that the County accepted a permanent seat on the WMB. County Counsel had worked with the pumpers' attorneys to resolve liability concerns. Mr. Poole suggested a letter of appreciation to the County, particularly Supervisor Desmond, for approving the seat and making the appointment. Director Brecht asked Mr. Poole to draft a letter to Supervisor Desmond with a copy to the Stewardship Council, share it with Director Johnson and President Dice, and have President Dice sign it.

4. August 27 Agenda Items. The August 27 WMB Agenda had not yet been published.

III. STANDING AND AD-HOC BOARD COMMITTEE REPORTS

A. STANDING:

1. Operations and Infrastructure. No report.

B. AD-HOC:

a. Stipulated Judgment Implementation. No report.

b. Risk Management/Pandemic. No report

c. Grant Funding. No report.

d. Association of California Water Agencies/Joint Powers Authority. No report.

e. Organizational Staffing. No report.

f. Prop 218 and BWD Developers' Policy. No report.

IV. MONTHLY FINANCIAL & OPERATIONS REPORTS

A. Financial Reports: July 2020: Ms. Clabaugh presented the Treasurer's Report, cash flow, revenue, income and projections. There was a slight increase in receivables. An invoice was received for the UCI air quality study. The District has just over \$6 million cash in the bank, about \$14,000 over the annual budget. The current CIP projects include replacement Well #2 and replacement Well #1, which is almost done, as well as various upgrades. Downstream performed a sewer inspection.

Director Brecht inquired about GSP reimbursement, and Ms. Clabaugh agreed to send him a detailed report. Director Brecht further asked whether the District was receiving GSP reimbursement from pumpers, and Ms. Clabaugh replied that most had paid. Director Brecht noted the air quality study was capitalized, and he did not believe it should be. He went on to inquire whether "sewer facilities" on Agenda page 154 referred to both sewer and wastewater treatment. Ms. Clabaugh believed it did, but will confirm.

Ms. Clabaugh reported she was working on the audit, and discussing the groundwater management staff allocation adjustment with Mr. Poole.

1. Water and Sewer Revenue Comparison. Ms. Clabaugh will present this report at the next meeting. The data is not yet available.

B. Water and Wastewater Operations Report: July 2020: The Water and Wastewater Operations Report was included in the Board package.

V. STAFF REPORT

A. Administration: Ms. Del Bono reported that the volume of phone calls was low, except around the first of the month. Some of the e-mail customers haven't returned their bills, due to a problem with Springbrook's connection to Outlook. Staff has been waiting for a system network, which when operational will enable customers to access their statements on line. This will free up time for Val Bowman, who is working on bills and payments. Esmeralda Garcia has been busy with WMB work. She and Ms. Bowman will be working with past due customers, setting up payment plans. Ms. Garcia also translates the Agendas and Minutes into Spanish. Ms. Del Bono is dealing with accounts payable, and working with Mr. Asche to update the Disaster Emergency Response Plan. Once the update is complete, there will be a staff meeting to review the procedures. Portions of the Administrative Code are also being updated to create a leave procedure.

B. Wastewater Operations: No report. Roy Martinez was at the dentist.

C. Water Operations: Mr. Asche reported there were no emergency repairs during the past month. Non-emergency repairs included installation of clamps to stop leaks. The meter replacement program is continuing. Some of the old meters were tested for accuracy, and most were

95 percent accurate. Staff is getting ready for the sanitary survey by the State, and awaiting a final inspection of Well 4-9. There were some repairs to Well 5. The hydrant replacement program is continuing, six or seven per month. They should be finished this month. The remaining hydrants will be part of the Bending Elbow/Rocking Chair job. Work has started on the De Anza line. Mr. Asche is collecting estimates for the SCADA/telemetry system upgrade and hoped to have a recommendation at the next Board meeting.

D. General Manager:

1. Proposed schedule for Developer's Policy and Cost of Service studies and rate setting requirements through July 1, 2021. Mr. Poole reported that Jim Bennett had reviewed and approved the changes to the Developer's Policy. Information for the COS study and CIP has been provided to Raftelis and Fieldman, Rolapp. A detailed schedule should be available at the next Board meeting.

2. Discussion of Superior Court's Stipulation Judgment Legal Service Process Required for a Comprehensive Adjudication of Subbasin Water Rights. Mr. Poole explained that notices of the Stipulated Judgment must be sent to all property owners in the Subbasin, both physical and mailing addresses. He predicted that would happen in about a week.

3. Update on High School Interpretive Skills Training Class at Borrego Springs High School: The required \$10,000 has been raised. Mr. Poole reported that the required \$10,000 had been raised to fund the Borrego Springs High School Interpretive Skills Training Class.

VI. CLOSED SESSION

A. Conference with Legal Counsel – Significant exposure to litigation pursuant to Government Code paragraph (3) of subdivision (d) of Section 54956.9 (Two (2) potential cases):

B. Conference with Legal Counsel – Existing Litigation (*BWD v. All Persons Who Claim a right to Extract Groundwater, et al.* (San Diego Superior Court case no. 37-2020-00005776)):

The Board adjourned to closed session at 11:50 a.m., and thereafter, the open session reconvened. There was no reportable action.

VII. CLOSING PROCEDURE

The next Board Meeting is scheduled for September 8, 2020, to be available on line. See Board Agenda at BorregoWD.org for details, available at least 72 hours before the meeting. There being no further business, the Board adjourned.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 22, 2020
CORRESPONDENCE

September 17, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

Correspondence Received from the Public:

1. Martha Palacio - Request for Relief of High-Water Bill

ITEM EXPLANATION:

Borrego Water District received a written request from the customer requesting that her bill be adjusted due to a leak that occurred on their property, District Administration declined the request due to the fact that the customer's last leak adjustment was on 09/01/2016 their next leak adjustment eligibility would be in 2021 per the District Policy.

This customer is already on a payment plan and the district Administration did offer to divert and split the payment plan amount into the months of October and November to enable the customer to pay her bill in full and not add additional hardship, District Administration will even offer to split the payment plan amount into three payments if this makes it easier for the customer to pay their bill and stay on their agreed payment plan.

Should the Board make the exception and allow the second adjustment within the 5 year time period the consumption adjustment is as follows:

733 units consumed in a 12-month period
 $733 \div 12 \text{ months} = 61 \text{ units average}$
 $115 \text{ units billed} - 61 \text{ units average} = 54\text{-unit adjustment}$
@ \$4.16 per unit total bill adjustment of \$224.64

NEXT STEPS:

Board to approve or deny adjustment

ATTACHED: Letter from customer, translated by District Translator Esmeralda Garcia

September 16, 2020

In the most respectful manner, I Martha Palacio ask for a adjustment to my current bill of \$516.91 due September 24th since at this moment I am not working due to Covid-19 and it is difficult for me to pay this bill since I already pay an additional \$200 every month for interest of a current balance this is why I ask in the most respectful manner if you can help me since my husband is the only one working in our home and my parents are elderly and do not work, they are seniors, I have additional bills to pay such as my mortgage and electrical.

Sincerely,

Martha Palacio

sep-16-20

1-2

De la manera mas atenta
yo Marthe Pulacio pido
un ajuste de mi factura
que me llevo de 516.91
que es para pagar en sep 24

Ya que en este momento
estoy sin trabajo por el
Covid 19 - y
se me hace dificil pagar
este BILL porque pago
adicional 200 xtra cada mes
por un balance de intereses
en mi cuenta. Por eso
les pido de la manera
mas atenta me puedan
ayudar ya que no mas
mi esposo es el unico
que esta trabajando en
el hogar. y mis papas

Son personas mayores y
ya no trabajan. son
Señor.
Y tengo mas Billes tambien que
pagar como, la casa y la electrici

at + Martha Palácio
Gracius.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 22, 2020
AGENDA ITEM II.A

September 17, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Letter from BWD to San Diego County Water Authority re: Regional Conveyance System

RECOMMENDED ACTION:
Review Letter and Submit to SDCWA

ITEM EXPLANATION:
The SDCWA Board has delayed action on the RCS until November, and in the meantime will be holding a workshop with economists to go over the numbers. The attached letter has been developed to clarify BWDs position on this Project.

NEXT STEPS:
Submit Approved Draft to SDCWA

FISCAL IMPACT:
TBD

ATTACHMENTS:
1. Draft Letter to SDCWA

DRAFT 1.6

September 22, 2020

To: San Diego County Water Authority Board of Directors

From: Borrego Water District Board of Directors

Introduction/Background

In June 2019, the San Diego County Water Authority (Water Authority) Board of Directors approved \$3.9 million for a new two-phase study to build on and augment past studies of alternate conveyance systems to deliver the region's independent, low-cost, and reliable Colorado River Quantification Settlement Agreement supplies.

In August 2020, the Water Authority released the Regional Conveyance System Study – Phase A (study), which evaluated three Regional Conveyance System (RCS) alternatives on the basis of their ability to meet project objectives; environmental constraints; design, engineering and construction issues; and cost competitiveness. Alternative 3A was found to be viable from a technical and engineering perspective, scored the highest rank in the alternatives analysis, and has a route that crosses the southern part of the Borrego Springs Groundwater Subbasin (Subbasin) and the Borrego Water District (BWD) service area (Exhibit 1).

The study emphasizes the importance of potential partnership's role in enhancing the value of the RCS alternatives and identifies the potential for a turnout sized for 20,000 acre-feet per year in Borrego Springs (Exhibit 1). On August 12, 2020, we sent a letter (attached hereto) to the Water Authority Board expressing our concern that the Water Authority is moving forward under the false belief that the Borrego Water District (BWD) Board of Directors are entirely behind the RCS, and we would like to take this opportunity to further expand upon our concerns and information needs as the Water Authority prepares to decide on moving forward with a "Phase B" study.

BWD Concerns

We want to make clear to the Water Authority Board that our support as a partner agency for Alternative 3A should not be assumed, and that we have neither the inclination nor information, at present, to support or oppose the RCS project. This is especially true in light of the potential for negative externalities that might be incurred on our district; externalities which have not been acknowledged or assessed by the Water Authority, or incorporated into the assessment of cost competitiveness of Alternative 3A. In our August 12, 2020 letter to the Water Authority Board, we indicated that community support for the RCS route through Borrego Springs is not known at this time. No discussions of the community's support have yet occurred. At this time, we would also like to indicate that the BWD Board is presently not able to partner with the Water Authority to financially support the Water Authority's RCS project as a means to address the critical overdraft of the Subbasin.

Based on the RCS study, it is our understanding that the Water Authority believes a partnership with BWD to be beneficial and cost-effective through accomplishment of one or more of the following:

- to provide a conduit to Borrego Springs to convey water for storage in the groundwater basin,
- to use the water directly for either non-potable uses, or to send to new treatment facilities.

As mentioned above, there a lack of sufficient information presented in the study to convince the BWD Board that this would be beneficial or cost effective. Furthermore, the feasibility of the Water Authority using the Subbasin for its own groundwater banking/emergency storage needs is not discussed.

One of our concerns is that the Water Authority lacks a full understanding of what is presently economically viable for BWD to consider. The only viable means that the BWD Board is presently aware of where Colorado River water could potentially help with the Basin overdraft situation is through conjunctive use. Our understanding is that the RCS pump stations are planned for 396 to 423.5 cubic feet per second (177,738 to 190,081 gallons per minute [GPM]) and the RCS treatment plant is sized to 134 million gallons per day (MGD).

For instance, a 50 MGD system (current size of the Carlsbad Desalination Plant) would require about a 60-inch diameter pipeline and associated recharge and pumping facilities to handle approximately 35,000 GPM. This would likely require a well field of 25 to 40 wells to provide reliable storage. Another unknown for this analysis is what is the minimum flow for the pump stations and how much forebay storage would be required at the pumps.

BWD estimates the construction cost for conjunctive use could approach many tens of millions of dollars. This construction cost to enable conjunctive use of the Basin would likely be beyond the capacity of BWD to finance. In other words, the BWD Board sees a net positive economic value on the order of many hundreds of millions of dollars for the Water Authority to consider the Subbasin for storage of carryover allocations and use in times of drought. The Subbasin may accommodate as much as 500,000 acre-feet of reserve storage capacity. However, it is presently unclear whether any net positive economic benefit would accrue to BWD for an investment in conjunctive use, even if construction costs and ongoing maintenance and repair costs were entirely borne by the Water Authority.

Even with a treatment plant proposed in Imperial County, we remain concerned about water quality impacts on Subbasin groundwater and/or our distribution infrastructure. BWD's August 12, 2020 letter mentions some concerns related to water chemistry of Colorado River water and protection of the integrity of the Subbasin. It appears based on the information in the RCS study that the goal is to treat to a finished water salinity concentration not exceeding 500 milligrams per liter. This may adversely affect the beneficial uses of Subbasin groundwater and have infrastructure impacts for BWD's resources, given water quality in the Subbasin is generally better than this proposed target.

Data is presently needed to allay BWD's risk concerns regarding the RCS project as it is presently articulated. The three studies done to date (DLM Engineering, Black & Vetch, Hunter Pacific Group) primarily focus on the uncertainties of estimated pipeline construction costs. Uncertainties related to externalities of the proposed RCS routes and water quality issues are not adequately considered in the BWD Board's estimation. Such concerns are prompted by the BWD Board's fiduciary obligations to protect BWD's raw water source of untreated groundwater from the Subbasin.¹

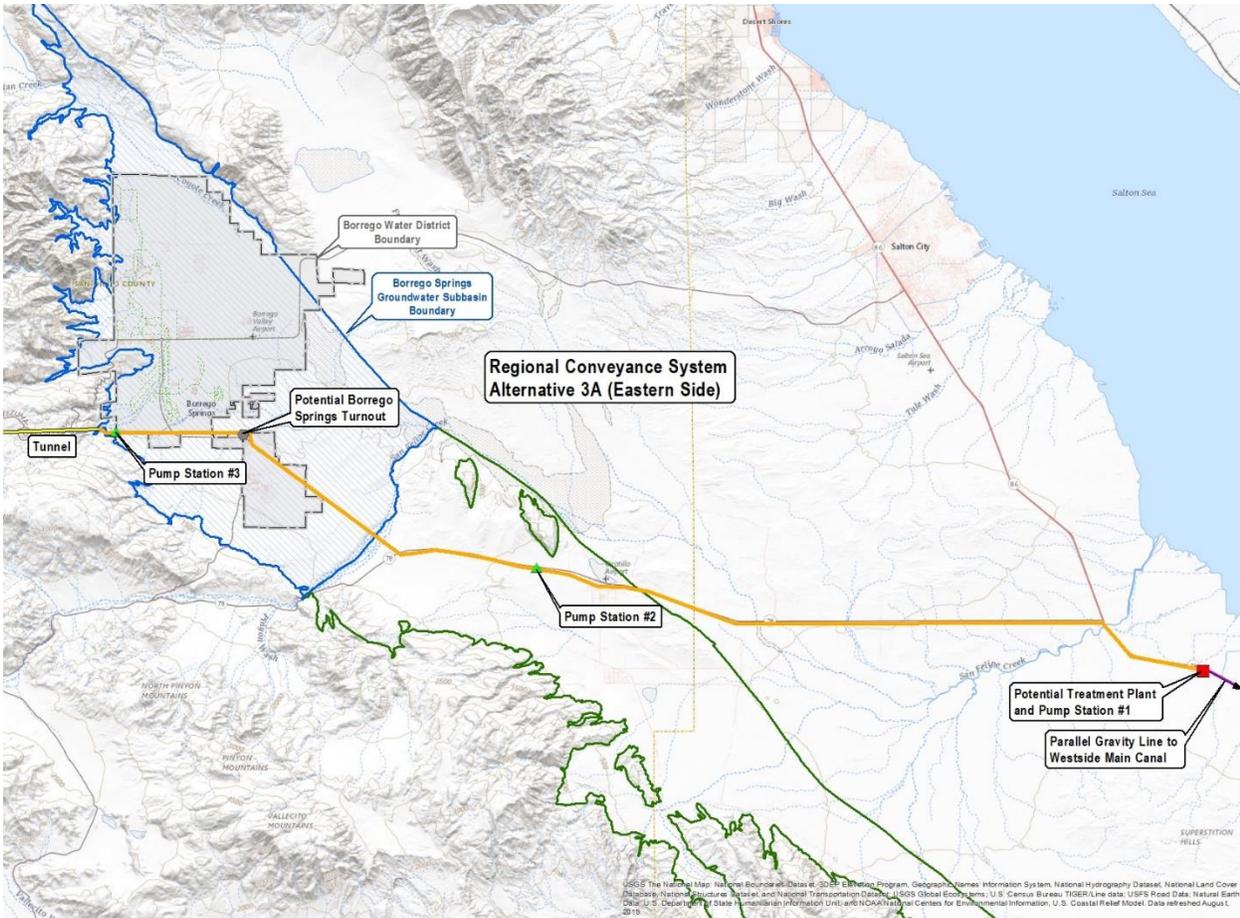
¹ The estimated cost of Subbasin-wide water quality degradation requiring BWD to implement advanced treatment for its municipal water system is approximately \$40 million (capital & operating costs during the 30-year economically useful life of the advanced treatment system). See Dudek, "Water Replacement and Treatment Cost Analysis for the Borrego Valley Groundwater Basin" (November 24, 2015).

Information Needs

This Board does not presently have the data to be for or against the RCS project. However, this does not mean BWD can continue to remain neutral on the proposed route through Borrego Springs based on lack of data. As examples of the type of data that would assist BWD Board to be supportive of the RCS route through Borrego Springs include:

- RCS could be used in one or more of these ways:
 - Partner with the Water Authority to obtaining municipal and industrial (M&I) for in Subbasin use only. (e.g., 2,000 acre-feet, assuming Borrego Springs growth and buildout, in-lieu of 100% reliance on groundwater use)
 - Potential for use of the Borrego Springs Subbasin for Water Authority storage of Colorado River water
- Water Quality Study. What level of treatment would Colorado River water receive (e.g., same as MWD? Potable?), and would it be suitable for recharge of the Borrego Springs Subbasin?
- Analysis of Colorado River water for Subbasin storage for M&I use. Treatment would have to occur in Imperial County to obtain adequate and compatible water quality.
- Potential for a required Subbasin antidegradation analysis.
- Maybe study the feasibility of an M&I line in concert with Alternative 3A (BWD becomes a member agency of SDCWA).
- Economic Study (Cost/Benefit Analysis)

EXHIBIT 1 – REGIONAL CONVEYANCE SYSTEM ALTERNATIVE 3A



Sincerely,

For the BWD Board

Kathy Dice, President



August 12, 2020

To: SDCWA Board of Directors:

It has come to the attention of the Board of Directors of the Borrego Water District (BWD) that there is belief "Borrego is entirely behind the proposed SDCWA's Regional Conveyance System to transfer water from the Imperial Irrigation District (IID) to San Diego." The BWD Board understands further that the purported rationale for Borrego's support for this project is the potential for storage of IID water in the Borrego Springs Subbasin, which is currently designated as *critically* overdrafted by the California Department of Water Resources (DWR). This is a topic that has not yet been discussed in the community as a whole and no such support has been registered.

The BWD Board would like to make it perfectly clear to the SDCWA Board that it has neither the inclination nor information, at present, to support or to oppose SDCWA's proposed Regional Conveyance System.

The proposed Regional Conveyance System as a solution to the Borrego Springs Subbasin's *critical* overdraft situation and impact on municipal water rates is tenuous at best, as no economic study has been developed nor presented to the BWD for review.

Furthermore, storage and later withdrawals of IID water for SDCWA use (conjunctive use) in the Borrego Springs Subbasin is neither a given nor externalities-free. Much additional hydrological and economic study would necessarily be required before the BWD Board could support such a proposition.

One example of a major concern is that there are numerous toxins in Colorado River water, which are presently not found in Subbasin water deposits, and which are hard if not impossible to remove with common advanced treatment technologies. Some of these are known MCL contaminants, some are already being regulated in other US states and in countries other than the US, and some are presently being considered for future regulation here in California. Would BWD be willing to assume the additional financial risk of adding new contaminants to the Subbasin? This is a question for a future BWD Board to answer; hopefully with data, not opinion.

Another example is consideration for the structural integrity of the Subbasin; certain time and quantity conditions for storage and withdrawals of IID water could result in compaction and subsidence in Borrego. No amount of hydrological study can with 100% confidence render such an outcome exceptionally unlikely (<1% probability). Such a claim would not be reliable science, but merely wishful thinking.

Instead, any decision to use the Subbasin must be made based on a thorough understanding of the financial risk and rewards for municipal water service, and for the potential externalities that, if they occur, would potentially be borne by the Borrego community's public sector. Since Borrego is designated as a Severely Disadvantaged Community, the economic risks are a major concern.

In closing, while the BWD Board does not have the necessary information at this time to formally support or oppose the proposed pipeline alignment at this time, we would welcome gaining more scientific and economic data, including risks and benefits for further discussion with SDCW A in the future.

Sincerely,

For the BWD Board

A handwritten signature in blue ink that reads "Kathy Dice". The signature is written in a cursive style with a large initial 'K' and a long horizontal stroke at the end.

Kathy Dice, President

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 22, 2020
AGENDA ITEM II.B

September 7, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Letter to Riverside Board of Supervisors re: Hemp Farming in Anza/Terwilliger – G Poole

RECOMMENDED ACTION:

Review Draft Letter, Revise if Needed and Approve

ITEM EXPLANATION:

At the September 11 BWD Board Meeting Gary Worobec presented information on proposed/pending action pertaining to hemp farming in Anza/Terwilliger valley. A portion of this valley is a tributary to Coyote Creek, BS Basin largest contributor of inflows. The attached Draft Letter expresses our concerns and need for more information. Mr Worobec has reviewed the attached and feels it will assist in his efforts.

NEXT STEPS:

Send Approved Letter to County of Riverside and Santa Margarita Watermaster

FISCAL IMPACT:

TBD

ATTACHMENTS:

1. Draft Letter

DRAFT LETTER

The Borrego Water District (BWD) has recently been made aware of potential actions in Riverside County pertaining to the future of increased industrial hemp farming in the Anza/Terwilliger area. A portion of this area is within the Coyote Creek tributary/watershed which contributes an estimated 80% of inflows into our Critically Overdrafted Basin (overdraft currently estimated at 74.6%). We understand that this area is outside the Santa Margarita River Watershed (SMRW) but does fall within the Anza Terwilliger Water Basin (ATWB) an area defined by the USGS. Both of these areas are unquantified for water content. Along with your consideration of not allowing industrial hemp cultivation within the SMRW we would respectfully ask you to give the same consideration to the Coyote Creek area within the ATWB as you move forward with your ordinance".

BWD also supports any proactive efforts to study/quantify the potential impacts to groundwater resources created by planned increased pumping from relatively high water demand crops. To wait until the impacts have already been felt is too risky and could have extremely detrimental and possibly irreversible effects because any loss of water from the Coyote Canyon/Coyote Creek interface could exacerbate the existing problem of limited and infrequent aquifer recharge.

As a footnote, the complicated issue of dealing with the critical overdraft in the BS Basin has been the subject of over a decade of work by BWD and other Basin pumpers. In early 2020, over 92% of basin pumpers (by volume) signed legally binding Agreements to implement a Groundwater Management Plan that includes Project and Management actions with the goal of reducing pumping by 74.6% over the next 20 years. One component of the Agreement includes the creation of a Watermaster (WM) for Borrego Springs (BS). The BSWM, began to meet in March 2020 and once it receives interim legal authority in the coming months, will be given the responsibility of managing the Basin, with Court oversight. BWD is a member of the BS Watermaster Board and our Representative is planning to bring up this issue in the near future.

Sincerely,

Kathy Dice, President - BWD

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 22, 2020
AGENDA ITEM II.C

September 17, 2020

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Interim Borrego Springs Subbasin WaterMaster Board – G Poole, D Duncan/K Dice

1. Meter Reading Agreement - G Poole
2. Right of Entry Form – G Poole
3. Items for September 24, 2020 Agenda – VERBAL, G Poole

RECOMMENDED ACTION:

Adopt Draft Agreement for Meter Reading and Right of Entry Form with BS Sub Basin Watermaster

ITEM EXPLANATION:

III.C.1 – Attached is a Draft Agreement with the BS Basin Watermaster for BWD to provide meter reading services. The Agreement begins with the first reads (scheduled for Sep 28-30) and can be terminated with 60 days notice. The document has been reviewed by Staff and Legal Counsel.

III.C.2 – Also attached is a Draft Right of Entry Form between BWD and the Watermaster to allow meter readers (in this case us) to read our meters. The Watermaster will be signing the same Form with all other Pumpers who require manual meter reads.

NEXT STEPS:

Forward signed Agreements/Form to Watermaster

FISCAL IMPACT:

TBD

ATTACHMENTS:

1. Draft Meter Reading Agreement
1. Draft Right of Entry Form

Agreement for Water Meter Reading Services

1. Introduction

The Borrego Water District (“District”) agrees to provide water meter reading services as described herein to the Borrego Springs Watermaster (“Watermaster”).

Accurate measurement of groundwater extractions is essential for the successful management of groundwater in a distressed groundwater basin. Watermaster is the proposed arm of the Court in a pending adjudication that, among other functions, will be responsible for reading measuring devices installed on groundwater extraction wells in the Borrego Basin, Subbasin No. 7.024.01 designated in DWR Resolution No. 116 (“Basin”) Watermaster already is performing management functions pursuant to a settlement agreement of certain water producers in the Basin referred to herein as “the Settling Parties”. Under the settlement agreement and proposed Judgment, those Parties are required to meter their production and Watermaster desires to cause those meters to be read no later than October 1, 2020, the beginning of the Water Year defined in the settlement agreement and Judgment.

2. Location of Services

The services shall be performed at known well sites in the Basin utilized by the Settling Parties including those entities and individuals who may execute the settlement agreement after the effective date of this Agreement and at all metered production sites upon entry of Judgment or interim order in the pending adjudication which formally will establish Watermaster as a Court agent.

3. Contract Representatives

The Contract Representatives during the term of this Agreement are listed below and may be changed by written notice to the other Party.

<u>District</u>	<u>Watermaster</u>
Geoff Poole, General Manager	Samantha Adams, Executive Director
Borrego Water District	c/o Wildermuth Environmental, Inc.
806 Palm Canyon Drive	23692 Birtcher Drive
Borrego Springs, California 92004	Lake Forest, California 92630
Phone: 760-767-58061	Phone: 949-420-3030
Email: geoff@borregowd.org	Email: sadams@weewater.com

4. District Tasks and Responsibilities

- a. District shall contact Parties to schedule appointments for meter readings for meters requiring on site physical readings.
- b. District shall read all meters at intervals agreed to by the Parties, beginning with meters of Settling Parties and to include all meters required pursuant to any

interim order and the Judgment when entered by the Court. The meter readings shall be performed in accordance with the criteria stated on Exhibit 1 attached hereto.

- c. The Parties agree that District employees that conduct the meter reading or other activities described in this Agreement shall remain District employees and shall not be deemed to be Watermaster employees.

5. Deliverables

- a. On agreed upon intervals, District will provide Watermaster with the data collected from the meters in a medium and format acceptable to both Parties.
- b. On agreed upon intervals, District will send an invoice for payment to the Watermaster for services rendered during the previous interval. Each invoice will specify the number of hours of service provided by district in the previous interval and any District recoverable costs.

6. Watermaster Information for District

Watermaster shall provide District with updated Party contact information and well information as necessary for District to complete the tasks identified in this Agreement. In addition, Watermaster shall obtain an Entry Permit in form and content approved by the Settling Parties or prescribed in the Judgment so that District may physically access the sites in order to read meters on behalf of Watermaster. District shall not be obligated to conduct a meter reading at any site until an Entry Permit has been executed by Watermaster and the applicable landowner. District shall, prior to any entry onto the Property, acquire and keep in full force and effect comprehensive liability insurance with a combined single limit coverage limit of not less than Two Million Dollars (\$2,000,000.00) covering bodily injury, personal injury, death and property damage liability per occurrence and in the aggregate, insuring the Property Owner and Watermaster against any and all liability with respect to or arising out of the entry or Activities. No policies issued on a "claims made" basis will be acceptable and no policies will have any deductible provision in excess of five percent (5%) of the total coverage maintained by the District. District shall also obtain and maintain all automobile and workers compensation insurance required by law with respect to the Activities. District shall provide the Property Owner and Watermaster with a certificate evidencing such coverage prior to Watermaster's entry onto the Property. All such liability insurance policies shall name the Watermaster and the Property Owner as an additional insured. All public liability, property damage, and other casualty policies shall be written as primary policies and any insurance carried by the additional insureds on such policies shall not be contributing with such policies. All policies of insurance under this Entry Permit shall be issued by reputable insurance companies with general policy holder's ratings of not less than A-, and which are qualified to do business in California.

7. Cost

District will provide the services specified herein at a rate of \$45.63 per hour including field work, scheduling and reporting. In addition, the District will be reimbursed for costs incurred including mileage costs. A 10% charge will be applied to the total invoice amount (labor plus costs).

8. Termination of Contract

Either party may terminate this Contract by giving at least a 60-day written notice to the other Party.

IN WITNESS WHEREAS, the parties have entered into this Agreement as of the date stated below for each such Party.

Borrego Springs Watermaster

Dated: _____

By: _____

Borrego Water District

Dated: _____

By: _____

Exhibit 1
Meter Read Protocols and Required Documentation

The purpose of reading meters is to collect and document the information needed to calculate total groundwater pumping for the water year (or any other time period of interest) at each active pumping well of the BPA Parties. It is critical that the meters are read accurately and that the meter read is properly documented.

To ensure accuracy of the meter read, the following protocol must be followed by the meter reader at each well:

- Make a hand written note, or key punch into excel file using a tablet or device, of:
 - BPA Party name
 - Well address
 - The last four digits of the meter serial number (SN)
 - Date and time of meter read
 - The meter read
 - The meter read units
 - Any challenges with reading the meter (e.g. face broken/cracked, no access, etc.)
- Take a time-stamped photograph of:
 - The meter make, model, and serial number
 - The well meter face that clearly shows the meter read and units of measure

At the completion of the meter reading event:

- Name each photograph with the following file name:
 - Last 4 digits of SN_Date_MeterInfo (e.g. 9999_20200930_MeterInfo)
 - Last 4 digits of SN_Date_MeterRead (e.g. 9999_20200930_MeterRead)
- Scan and save any hand written notes with the following file name:
 - Date_MeterReadNotes (e.g. 20200930_MeterReadNotes)
- Send photographs and scan of hand written notes (or excel file of notes) to Watermaster Staff

Attachment A1 is the form that should be used for the handwritten or electronic field notes. It will be provided to the meter reader by Watermaster as an Excel file and a PDF file. After the first meter reading event, the form can be updated to pre-populate the well owner and serial number information.

**Borrego Springs Watermaster
Meter Read Field Data Form**

Well #	BPA Party Name	Well Address	Meter SN - Last 4 Digits	Read Date (M/D/Y)	Read Time (AM/PM)	Meter Read	Meter Read Units	Challenges With Reading Meter?
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**ENTRY PERMIT
(Meter Reading for Manual Read Meters)**

This Entry Permit is dated as of _____, 20__, and is made by _____ (“**Property Owner**”) and the Interim Borrego Valley Groundwater Basin Watermaster (“**Watermaster**”) appointed under that certain Settlement Agreement dated January 29, 2020 for the Borrego Springs Sub-basin (“**Settlement Agreement**”). Where appropriate, Property Owner and Watermaster are referred to collectively as “Parties” and individually as “Party.” References to a Party include, bind, and inure to the benefit of that Party’s Boardmembers, officers, agents, employees, successors in interest and assigns.

RECITALS

A. The Property Owner is a party to the Settlement Agreement. Attached as Exhibit “C” to the Settlement Agreement is a proposed stipulated judgment (“**Stipulated Judgment**”) that the parties to the Settlement Agreement will seek to have entered by the court as the final judgment in the pending action entitled *All Persons Who Claim a Right to Extract Groundwater in the Borrego Valley Groundwater Subbasin, etc.*, Orange County Superior Court Case No. 37-2020-00005776 (“**Adjudication Action**”). The parties to the Settlement Agreement including Property Owner agreed to be bound by and operate under the provisions of the Stipulated Judgment on an interim basis pending entry of judgment in the Adjudication Action. The Stipulated Judgment, including Exhibits 1 through 8 thereto, is posted at the following link: <http://www.bvgsp.org/judgment.html>.

B. Property Owner is the owner of that certain real property commonly known as Assessor’s Parcel Number(s) _____ within the County of San Diego, depicted on Exhibit “A” attached hereto and incorporated herein by reference (“**Property**”).

C. Property Owner installed Watermaster approved, manual read meters on its wells that cannot electronically transmit a recording of the amount of groundwater pumped from a well and other data to the Watermaster in real time. The Stipulated Judgment contemplates the Watermaster will physically read such meters on the schedule determined by the Watermaster under the approved Meter Program attached hereto as Exhibit “B” and incorporated by reference, as that Meter Program may be amended by the Watermaster from time to time. Watermaster has requested that Property Owner provide access to the well(s) (“**Well(s)**”) located on the portion(s) of the Property referenced as the “**Well Site(s)**” on Exhibit “A” so that Watermaster may read each Well meter under the Meter Program pursuant to the terms of this Permit (the “**Activities**”).

D. The Property is used by Property Owner for residential, commercial or other business purposes, including but not limited to extensive agricultural business uses. Unrestricted entry by Watermaster could interfere with those uses and expose Property Owner, and Property Owner’s agents, employees and invitees, Watermaster’s employees and contractors, and others on the Property to risk of injury.

E. Property Owner desires to allow Watermaster to enter onto the Well Site as necessary for Watermaster to access the Well(s) and carry out the Activities pursuant to the terms of this Permit.

TERMS

This Entry Permit is issued subject to the following terms and conditions:

1. Purpose and Scope.

(a) For the Term of this Permit, as defined in Section 2 below, Property Owner hereby provides Watermaster a limited, non-exclusive license to enter onto the Well Site(s), under the terms and conditions set forth in this Entry Permit, solely in order to carry out the Activities.

(b) Only Watermaster's employees and contractors covered by Watermaster's or such contractors' comprehensive liability insurance, automobile insurance and workers compensation insurance consistent with the requirements of Section 7 below are permitted to enter the Well Site and conduct the Activities.

(c) Watermaster shall not enter onto the Well Site(s) other than as necessary to conduct the Activities and shall not enter onto any other portion of the Property. Watermaster's request to enter onto any other portions of the Property in connection with Activities shall be considered by the Property Owner on a case by case basis and shall be subject to a new written entry permit agreement with Property Owner.

(d) Each entry shall be limited to the hours between _____ a.m. and _____ p.m., Monday through Friday, excluding holidays, unless otherwise agreed to in advance and in writing by Property Owner.

(e) At the sole election of Property Owner, Property Owner or its representative may accompany Watermaster in any or all of the Activities. Upon Property Owner's request, Watermaster shall provide the meter reading(s) from each Well to Property Owner or its representative without cost to the Property Owner. Property Owner shall have no responsibility or obligation whatsoever in connection with the Activities, except as provided in Section 6 below.

(f) Failure to comply with the terms and conditions contained herein shall be cause for immediate termination of this Entry Permit.

2. Term of this Entry Permit.

(a) The term of this Entry Permit shall commence upon its full execution by the Parties (the "***Effective Date***") and shall remain in effect through the period that the meters installed on the Well(s) are required to be read under the Meter Program (the "***Termination Date***").

(b) Watermaster's entry and the Activities must cease on the Termination Date.

(c) The Parties' rights and obligations under Sections 4, 6, 7, 8, 9, 10, 11, 18 and 19 below shall survive the termination of this Entry Permit and continue in effect until all claims against the Property Owner, Watermaster and the Property related to this Entry Permit are absolutely barred by the applicable statutes of limitation.

3. Notice of Entry.

(a) Watermaster shall notify Property Owner by telephone _____ and email _____, at least seventy-two (72) hours prior to each entry onto the Well Site(s). The notice shall contain all of the following information:

- 1) The date, time and duration of the entry;
- 2) The Watermaster personnel who will be conducting the Activities during the entry; and
- 3) Watermaster's certification that the Watermaster personnel who will be conducting the Activities have been provided with a copy of this Entry Permit and are covered by Watermaster's comprehensive liability insurance, automobile insurance and workers compensation insurance.

4. Government Permits and Authorizations.

Watermaster shall comply with all Applicable Legal Requirements (defined in Section 10 below) and shall be solely responsible for and obtain at its expense all governmental permits and authorizations required by all Applicable Authorities (defined in Section 10 below) for Watermaster to perform the Activities and the restoration of the Property pursuant to this Entry Permit.

5. Non-Interference with Property Owner's Use of Property.

(a) Watermaster shall not modify the Property or the Well(s) without the Property Owner's prior written consent. No ground disturbances are permitted without the Property Owner's prior written consent.

(b) Watermaster's entry upon and use of the Well Site(s) shall at all times be subject to the rights of Property Owner to use the Property and the Well(s) located thereon. Watermaster shall not interfere with or disrupt the residential, agricultural, commercial or other business activities on the Property, and shall not endanger the health, safety or welfare of the Property Owner or Property Owner's agents, employees, invitees, or Watermaster's employees or contractors, or others on the Property.

6. Assumption of Risk, Release and Indemnity.

(a) Watermaster assumes all risk of loss, damage and injury to itself, its employees and contractors which in any manner may arise out of entry upon or use of the Property under this Entry Permit. Property Owner shall not have any liability to Watermaster, its employees or contractors or to any insurer, by way of subrogation or otherwise, on account of any loss, damage or injury to Watermaster's property, or to Watermaster's employees or contractors, regardless of whether such loss or damage is caused by any negligence of Property Owner or Watermaster, unless Watermaster affirmatively demonstrates that Property Owner acted with willful misconduct, and that such willful misconduct is the proximate cause of such loss, damage or injury. Any award of damages following such a showing of willful misconduct shall be limited to the actual amount of the monetary injury. If any dispute is not resolved following compliance with the dispute resolution procedures specified in Section VII.A of the Judgment, either Party may seek declaratory relief, specific performance and/or monetary damages for willful misconduct in accordance with the procedures set forth in Section VII.A of the Judgment, but no other remedies in law or equity.

(b) Watermaster shall keep the Property free of mechanic's liens and claims resulting from or in any way related to Watermaster's entry onto the Property or the Activities. Watermaster shall defend Property Owner and the Property against, and indemnify and hold Property Owner and the Property harmless from all liens, claims, losses, liabilities and expenses asserted against or incurred by the Property Owner or the Property and caused by Watermaster's entry or the Activities or in any way related to such entry or Activities, including the actual expense of legal representation whether by special counsel or by Property Owner's attorneys, and expert witness fees, arising out of or resulting from injury to or death of any person, or damage to any property or damage to any other interest of Property Owner, including, but not limited to, suit alleging noncompliance with any applicable Legal Requirements by Watermaster. Watermaster's duty to defend as described above shall arise immediately upon the making of any claim, the assertion of any cause of action, the initiation of any regulatory proceeding or other action against Property Owner, and shall not be dependent upon a finding of any wrongdoing or fault on the part of Watermaster. The Parties' rights and obligations under this Section 6 shall survive termination of this Entry Permit and shall continue until all claims against Property Owner, Watermaster, and the Property are absolutely barred by the applicable statutes of limitation.

7. Insurance.

(a) Scope of Insurance. Watermaster shall, prior to any entry onto the Property, acquire and keep in full force and effect comprehensive liability insurance with a combined single limit coverage limit of not less than Two Million Dollars (\$2,000,000.00) covering bodily injury, personal injury, death and property damage liability per occurrence and in the aggregate, insuring the Property Owner against any and all liability with respect to or arising out of the entry or Activities. No policies issued on a "claims made" basis will be acceptable and no policies will have any deductible provision in excess of five percent (5%) of the total coverage maintained by the Watermaster. Watermaster shall also obtain and maintain all automobile and workers compensation insurance required by law with respect to the

Activities. Watermaster shall provide the Property Owner with a certificate evidencing such coverage prior to Watermaster's entry onto the Property.

(b) Policy Form. All such liability insurance policies shall name the Property Owner as an additional insured. All public liability, property damage, and other casualty policies shall be written as primary policies and any insurance carried by the additional insureds on such policies shall not be contributing with such policies. All policies of insurance under this Entry Permit shall be issued by reputable insurance companies with general policy holder's ratings of not less than A-, and which are qualified to do business in California.

(c) Blanket Policies. Notwithstanding anything to the contrary contained in this Section 7, Watermaster's obligation to carry insurance may be satisfied by coverage under a so-called blanket policy of insurance, provided, that the requirements set forth in this Section 7 are otherwise satisfied.

(d) Failure by Watermaster to Maintain Insurance. If Watermaster fails to secure and maintain insurance policies complying with the provisions of this Section 7, then the Property Owner may secure the appropriate insurance policy or policies, and Watermaster shall pay, upon demand, the cost of same to the Property Owner, plus a service fee equal to fifteen percent (15%) of the total annual premium cost of the policy or policies.

8. Remedies.

(a) If the Property suffers any damage by reason of the acts or omissions of Watermaster, Watermaster shall be solely responsible for restoring the Property to its condition existing immediately prior to the occurrence of such damage to the satisfaction of the Property Owner, and shall compensate the Property Owner for any damages caused by reason of the acts or omissions of Watermaster, including but not limited to the market value of any crops damaged or destroyed by Watermaster.

(b) Watermaster shall be liable to Property Owner for all damage to any person or property which in any manner may be caused by Watermaster. Property Owner's remedies for any such damage shall include, without limitation:

1) requiring that Watermaster immediately pay for the cost of repair and other losses to Property Owner (including without limitation, consequential damages) caused by Watermaster; and

2) requiring that Watermaster restore any damaged property, including without limitation the Property Owner's Wells, to a condition as near as reasonably possible to that which existed immediately prior to Watermaster's entry. If Property Owner elects to require that Watermaster make such repairs and restoration and Watermaster does not timely perform such repairs and restoration, then Watermaster shall be liable to Property Owner for the cost of restoring the damaged property to such condition, and shall further be liable to Property Owner for all damages (including, without limitation, consequential damage) resulting from Watermaster's activities on the Property, and any and all associated costs Property Owner incurs in its related restoration/repair activities.

9. Removal of Materials.

(a) Watermaster hereby warrants and represents that it will not cause the presence, use, storage or disposal of any Hazardous Substances (defined in Section 10 below) on or about the Property without the prior written consent of Property Owner. Excluded from this provision are substances necessary to carry out the Activities, provided that said substances are labeled, packaged, stored, contained, handled, managed, transported, documented and disposed of by Watermaster in full compliance with all Applicable Legal Requirements.

(b) Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the Applicable Legal Requirements that Watermaster releases to the Property must be removed and properly disposed of by Watermaster in compliance with the Applicable Legal Requirements and all negative impacts remediated at the sole expense of Watermaster. Said remediation shall restore the Property to the condition existing immediately prior to the Effective Date of this Entry Permit.

(c) Watermaster agrees to immediately notify Property Owner when Hazardous Substances have been released on the Property. Watermaster further agrees to properly notify all Applicable Authorities in the event of a release of Hazardous Substances on the Property. If Watermaster discovers any materials suspected to be hazardous in nature in or around the Watermaster's work area during the course of its Activities, it shall halt all Activities until Property Owner, or its agent, can determine the nature of the material and the proper remediation, if any, that is required.

(d) All conditions and stipulations of this Section 9 shall be carried out to the satisfaction of both Property Owner and the California Regional Water Quality Control Board — Colorado River Region.

(e) Failure by Watermaster to comply with any of the above provisions within ninety (90) days of written notification of default shall give Property Owner authority to have said default cured and remediated, and Watermaster agrees to pay Property Owner all direct and indirect costs of said default.

(f) The Parties' rights and obligations under this Section 9 shall survive the termination of this Entry Permit and continue in effect until all claims against the Property Owner, Watermaster and Property related to this Entry Permit are absolutely barred by the applicable statutes of limitation.

10. Defined Terms.

For purposes of this Entry Permit, the following capitalized terms shall be defined as follows:

(a) Applicable Authorities: The Court administering the Stipulated Judgment, County of San Diego and any other applicable federal, state, regional or local governmental or quasi-governmental agency, body or authority having jurisdiction over the Property or the Meter Program.

(b) Applicable Legal Requirements: Environmental Laws (as defined below), Stipulated Judgment, and any other statutes, ordinances, rules, codes, requirements, permits, regulations, standards (including any standards or requirements now or hereafter applicable to residential use or development of the Property), judgments, orders, writs, injunctions or decrees or the like, of Applicable Authorities.

(c) Environmental Laws: Any federal, state, regional or local statute, regulation, ordinance, rules, codes, requirements, permits, standards or requirements (including any standards or requirements now or hereafter applicable to residential use or development of the Property), judgments, regulations, orders, writs, injunctions or decrees or the like, relating to environmental conditions on, under or about the Property that could affect use or development of the Property for residential purposes, including, without limitation, soil and groundwater conditions underlying the Property, and environmental conditions pertaining to wetlands, waters of the United States, waters of the State of California, and listed state- or federally-, threatened or endangered species.

(d) Hazardous Materials: Any materials or substances (a) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (b) defined as a “hazardous substance” under Section 26316 of the California Health and Safety Code; (c) defined as a “hazardous material,” “hazardous substance” or “hazardous waste” under Section 25501 of the California Health and Safety Code, or under Section 25281 of the California Health and Safety Code; (d) petroleum or any other hydrocarbonic substance or by-product; (e) asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (f) polychlorinated biphenyls; (g) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code; (h) designated as a “hazardous substance” pursuant to the Clean Water Act (33 U.S.C. § 1251 et seq.); (i) defined as a hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 6901 et seq.); (j) listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8(a) of the California Health and Safety Code; or (k) found to be a pollutant, contaminant, toxic or hazardous waste or toxic or hazardous substance by any Applicable Authorities or in any reported decision of a federal or state court, or which may give rise to liability under any federal or state common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

11. Successors and Assigns.

Watermaster shall not assign any of its rights under this Entry Permit without the prior written consent of Property Owner, which consent may be withheld for any reason or for no reason. Any assignment by Watermaster of this Entry Permit shall not release Watermaster from its obligations under this Entry Permit without an express release executed by Property Owner.

12. Authorized Signatories.

The individuals executing this Entry Permit represent and warrant that they are authorized to execute this permit entry on behalf of the Party for whom each individual purports to sign and that when executed and delivered to the Parties, this Permit shall be a valid and binding obligation of the Parties.

13. No Business or Agency Relationship.

Property Owner and Watermaster acknowledge and agree that (i) nothing contained in this Entry Permit shall be construed to constitute the Parties as participants in a joint or common undertaking, (ii) nothing contained in this Entry Permit shall create any agency relationship between Property Owner and Watermaster, and (iii) no Party shall have any right or authority to act on behalf of the other Party.

14. No Third Party Beneficiary.

This Entry Permit is not intended for the benefit of any third party and shall not be enforceable by any party who is not a Party.

15. Counterparts.

This Permit may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Entry Permit.

16. Waiver of Covenants and Conditions; No Waiver of Claims.

No covenant, condition, right or remedy under this Entry Permit shall be waived unless the waiver is in writing and signed by the Party claimed to have made the waiver. One waiver shall not be interpreted as a continuing waiver. The waiver by one Party of the performance of any covenant or condition under this Entry Permit shall not invalidate this Entry Permit nor shall it be considered a waiver by it of any other covenant or condition under this Entry Permit. By entering into this Entry Permit, Property Owner does not waive any legal rights with respect to potential claims or causes of action Watermaster has (or may have in the future) against Watermaster or against any other person or entity not a Party to this Entry Permit and all such claims are expressly reserved.

17. Governing Law.

The interpretation and enforcement of this Entry Permit shall be governed by the laws of the State of California. This Entry Permit shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both Parties. This Entry Permit contains the entire agreement of the Parties with respect to Watermaster's entry on and investigation of the Property, and all prior negotiations, documents, and discussions regarding the Watermaster's entry and Activities herein are superseded by this Entry Permit. Section headings in this Entry Permit are for convenience only and shall not be used in interpreting its provisions.

18. Venue.

Any controversy or claim arising out of or relating to this Entry Permit, or the breach thereof, shall be brought in the Court administering the Stipulated Judgment in the manner specified in Section VII.A of the Stipulated Judgment for a party to appeal a decision by the Watermaster Board.

19. Attorney's Fees.

In the event any Party to this Entry Permit initiates proceedings to enforce the terms of this Permit, the Party not substantially prevailing in such proceedings shall pay to the substantially prevailing Party all attorneys' fees incurred by the substantially prevailing Party, together with all costs of such proceeding.

20. Severability.

In the event that any provision of this Entry Permit is deemed unenforceable, the remaining provisions shall remain in full force and effect. In the event any provision of this Entry Permit is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Entry Permit as nearly as possible to its original intent and effect.

21. Notice.

Unless otherwise specified herein, all notices or other communications between the Parties required or permitted hereunder shall be in writing and personally delivered, or sent by certified United States mail, postage prepaid, return receipt requested, or sent via overnight air courier (example, Federal Express) to the following addresses:

If to Property Owner, to:

Phone: _____
Fax: _____
E-mail: _____

With a copy to:

Phone: _____
Fax: _____
E-mail: _____

If to Watermaster, to:

Phone: _____
Fax: _____
E-mail: _____

With a copy to:

Phone: _____
Fax: _____
E-mail: _____

A notice shall be effective on the date of personal delivery if personally delivered, the next business day after deposit with the overnight air courier, or two (2) business days following the date the notice is postmarked, if mailed via certified mail as set forth above. Either Party may change the address to which notice is to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

22. Watermaster Acceptance.

Watermaster shall indicate its acceptance of the terms and conditions of the permission granted under this Entry Permit by signing in the space provided below and returning the original executed copy of this Entry Permit to Property Owner.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Entry Permit to be executed as of the latest day and year written below.

Dated: _____

WATERMASTER

By: _____

Its: _____

Dated: _____

PROPERTY OWNER

By: _____

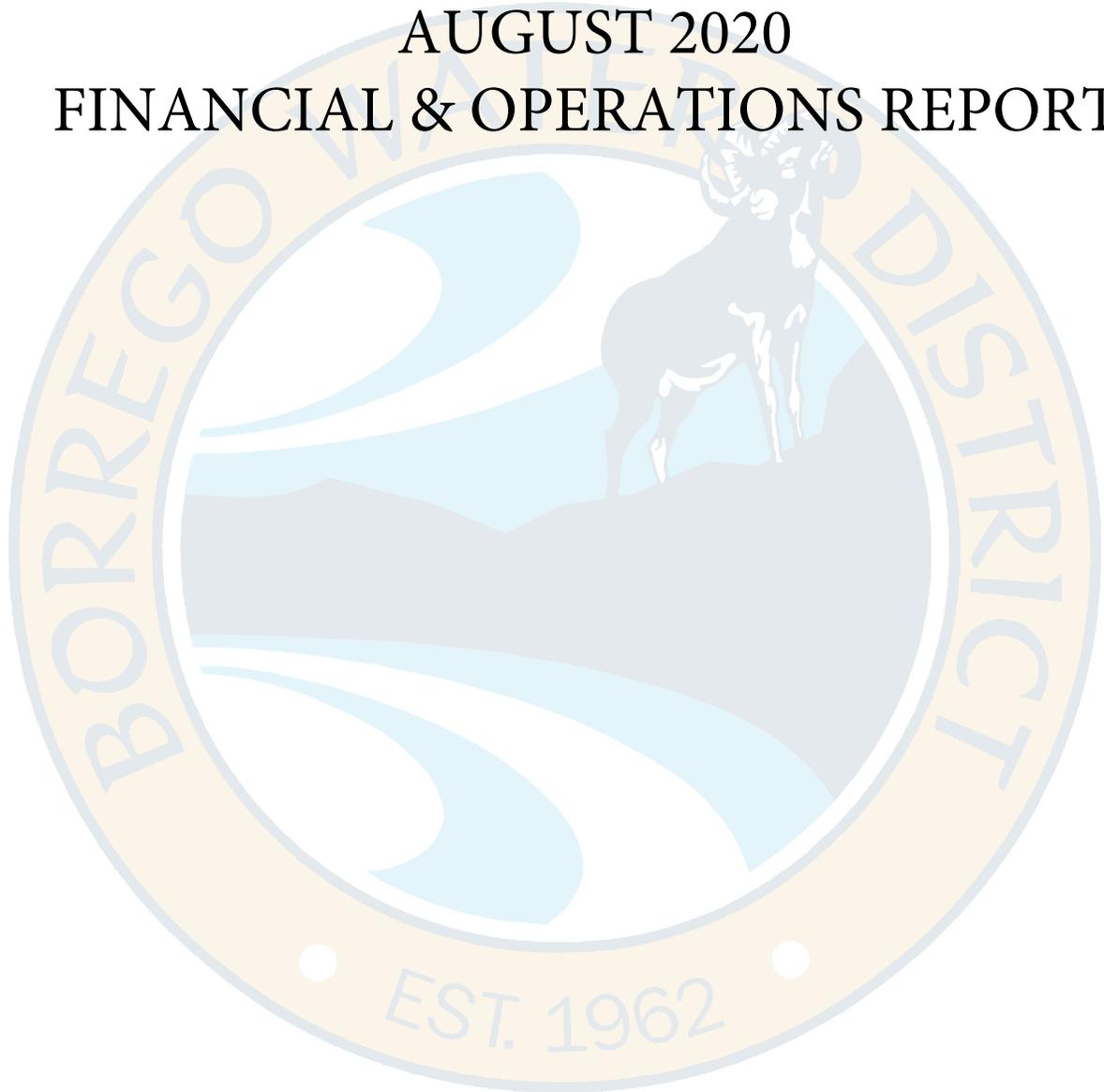
Its: _____

EXHIBIT A
PLAT DEPICTING AND DESCRIBING PROPERTY

EXHIBIT B
METER PROGRAM

III

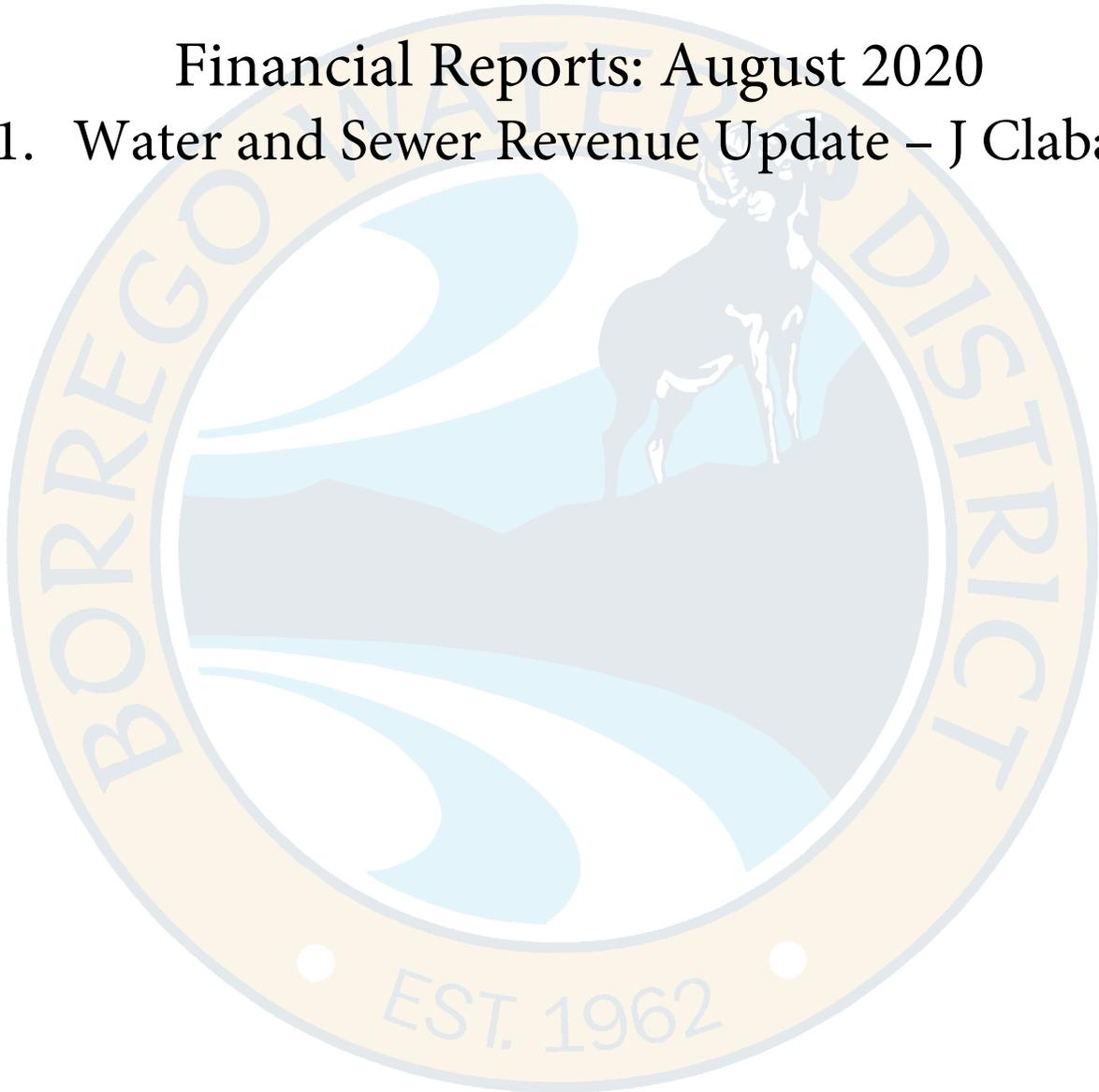
AUGUST 2020 FINANCIAL & OPERATIONS REPORTS



IIIA.

Financial Reports: August 2020

1. Water and Sewer Revenue Update – J Clabaugh





TREASURER'S REPORT August 2020

	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	\$ 4,227,369	\$ 4,224,100	\$ 4,224,100	53.16%	0.00%	N/A	CVB
Payroll Account	\$ 94,451	\$ 94,457	\$ 94,457	1.19%	0.00%	N/A	CVB
MMA (Bond Funds)	\$ 1,409,042	\$ 1,408,713	\$ 1,408,713	17.73%	2.22%	N/A	CVB
CIP Bond Funds Checking	\$ 171,620	\$ 165,468	\$ 165,468	2.08%	0.00%	N/A	CVB
LAIF	\$ 2,053,427	\$ 2,053,427	\$ 2,053,427	25.84%	2.45%	N/A	LAIF
Total Cash and Cash Equivalents	<u>\$ 7,955,908</u>	<u>\$ 7,946,165</u>	<u>\$ 7,946,165</u>	<u>100.00%</u>			
Facilities District No. 2017-1A-B							
Special Tax Bond- Rams Hill -US BANK	\$ 67,404	\$ 67,404	\$ 67,404				
Total Cash,Cash Equivalents & Investments	<u>\$ 8,023,312</u>	<u>\$ 8,013,568</u>	<u>\$ 8,013,568</u>				

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 24, 2019

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 US Trust Bank.

Jessica Clabaugh, Finance Officer

	E	F	G	H	I	J
1						
2	BWD	6/23/2020				
3	PROJECTED BUDGET	ADOPTED	Actual	Projected		Actual
4	2020-2021	BUDGET	August	August	Difference	YTD
5		2020-2021	2020	2020	Explanations	2020-2021
6						
7						
8	WATER REVENUE					
9	Residential Water Sales	866,507	91,527	89,857		180,157
10	Commercial Water Sales	445,791	45,027	46,229		84,582
11	Irrigation Water Sales	203,358	28,335	21,088		48,097
12	GWM Surcharge	173,911	18,442	18,035		35,028
13	Water Sales Power Portion	465,462	50,711	48,268		96,348
14	TOTAL WATER COMMODITY REVENUE:	2,155,031	234,042	223,477		444,212
15						
16	Readiness Water Charge	1,210,230	101,157	100,853		202,330
17	Meter Install/Connect/Reconnect Fees	1,725	7,803	144		7,778
18	Backflow Testing/Installation	5,100	194	50		244
19	Bulk Water Sales	2,440	120	203		720
20	Penalty & Interest Water Collection	34,000	250	2,833	No Penalty(CV)	370
21	TOTAL WATER REVENUE:	3,408,526	343,566	327,559		655,653
22						
23	PROPERTY ASSESSMENTS/AVAILABILITY CHARGES					
24	641500 1% Property Assessments	55,000	1,051	4,583		1,711
25	641502 Property Assess wtr/swr/fld	75,000	148	6,250		651
26	641504 Water avail Standby	91,000	118	7,583		2,129
27	641503 Pest standby	14,000	27	1,167		280
28	TOTAL PROPERTY ASSES/AVAIL CHARGES:	235,000	1,344	19,583		4,771
29						
30	SEWER SERVICE CHARGES					
31	Town Center Sewer Holder fees	196,640	20,275	16,387		40,550
32	Town Center Sewer User Fees	97,194	8,305	8,100		16,611
33	Sewer user Fees	288,288	24,980	24,024		49,670
35	TOTAL SEWER SERVICE CHARGES:	582,122	53,560	48,510		106,831
36						
37	OTHER INCOME					
38	Water Credits income		-			-
39	JPIA Insurance Rebate		-			-
40	Interest Income	76,000	947	4,000		1,959
41	TOTAL OTHER INCOME:	76,000	947	4,000		1,959
42						
43	TOTAL INCOME:	4,301,648	399,418	399,652		769,214
44						-
45	CASH BASIS ADJUSTMENTS					
46	Decrease (Increase) in Accounts Receivable		3,745			
48	Construction Meter Deposit Refund		-			
49	TOTAL CASH BASIS ADJUSTMENTS:		3,745			
50						
51	TOTAL OPERATING INCOME RECEIVED:		403,162			

	E	F	G	H	I	J
52						
53	EXPENSES	PROPOSED				
54		BUDGET				
55		2020-2021				
56	MAINTENANCE EXPENSE					
57	R & M Buildings & Equipment	250,000	7,642	20,833		18,945
58	R & M - WTF	120,000	2,265	10,000		4,154
59	Telemetry	10,000	-	833		2,050
60	Trash Removal	5,500	440	458		881
61	Vehicle Expense	18,000	1,775	1,500		2,666
62	Fuel & Oil	35,000	3,412	2,917		7,145
63	TOTAL MAINTENANCE EXPENSE:	438,500	15,534	36,542		35,842
64						
65	PROFESSIONAL SERVICES EXPENSE					
66	Tax Accounting (Taussig)	3,000	-	250		-
67	Administrative Services (ADP)	3,000	331	250		570
68	Audit Fees (Leaf & Cole)	17,000	6,825	1,417		9,025
69	Computer billing (Accela/Parker)/Cyber Security	31,000	3,950	2,583		8,808
70	Financial/Technical Consulting (Raftelis/Fieldman)	80,000	6,673	6,667		9,370
71	Engineering (Dudek)	35,000	-	2,917		295
72	District Legal Services (BBK)	45,000	1,303	3,750		2,364
73	Air Quality Study		21,776		Budgeted June 20	23,119
74	Grant Acquisitions (TRAC) 17170+17180	30,000	-	2,500		-
75	Testing/lab work (Babcock Lab/Water Quality Monitoring)	24,000	1,900	2,000		3,497
76	Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	36,500	460	3,042		5,224
77	TOTAL PROFESSIONAL SERVICES EXPENSE:	304,500	43,217	25,375		60,929
78						
79	INSURANCE EXPENSE					
80	ACWA/JPIA Program Insurance	60,000	-	5,000		43,390
81	ACWA/JPIA Workers Comp	18,000	-	-		4,684
82	TOTAL INSURANCE EXPENSE:	78,000	-	5,000		48,074
83						
84	DEBT EXPENSE					
85	Compass Bank Note 2018A/B	388,939	-			-
86	Compass Bank Note 2018B	-	-			-
87	Pacific Western Bank 2018 IPA	499,406	-			-
88	TOTAL DEBT EXPENSE:	888,345	-			-
89						
90	PERSONNEL EXPENSE					
91	Board Meeting Expense (board stipend/board secretary)	23,000	1,900	1,917		3,385
92	Salaries & Wages (gross)	930,000	90,383	77,500	PTO Payouts/DE	169,710
93	Salaries & Wages offset account (board stipends/staff projec	(80,000)	(11,965)	(6,667)		(30,152)
94	Consulting services/Contract Labor	10,000	-	833		1,000
95	Taxes on Payroll	23,700	2,318	1,975		3,615
96	Medical Insurance Benefits	212,700	18,636	17,725		30,841
97	Calpers Retirement Benefits	210,000	13,802	17,500		25,708
98	Conference/Conventions/Training/Seminars	18,000	235	1,500		235
99	TOTAL PERSONNEL EXPENSE:	1,347,399	115,309	112,283		204,342
100						

	E	F	G	H	I	J
101		PROPOSED				-
102		BUDGET				-
103		2020-2021				-
104	OFFICE EXPENSE					-
105	Office Supplies	24,000	805	2,000		2,531
106	Office Equipment/ Rental/Maintenance Agreements	50,000	1,542	4,167		3,671
107	Postage & Freight	15,000	2,230	1,250		2,449
108	Taxes on Property	3,300	-	-		-
109	Telephone/Answering Service/Cell	20,000	1,459	1,667		3,048
110	Dues & Subscriptions (ACWA/CSDA)	23,000	850	1,917		911
111	Printing, Publications & Notices	2,500	70	208		266
112	Uniforms	7,000	479	583		1,059
113	OSHA Requirements/Emergency preparedness	5,500	-	458		619
114	TOTAL OFFICE EXPENSE:	150,300	7,434	12,250		14,554
115						-
116	UTILITIES EXPENSE					-
117	Pumping-Electricity	325,000	32,419	27,083		64,278
118	Office/Shop Utilities	6,000	1,238	500		2,126
119	TOTAL UTILITIES EXPENSE:	331,000	33,657	27,583		66,404
120						-
121	GROUNDWATER MANAGEMENT EXPENSE					-
122	Pumping Fees	69,300	-	5,775		-
123	Physical Solution Development	-	-	-		-
124	Physical Solution Reimbursement (42,800 rcvd in FY2020)	(57,200)	(7,617)	(4,766)	Adj for FY2020	(85,558)
125	Stipulation Legal	85,000	31,872	7,083		55,010
126	Stipulation Legal Reimbursements (24,400 rcvd in FY2020)	(40,600)	(65)	(3,383)	Adj for FY2020	(12,741)
127	Interim Judgement Legal Support	45,000	-	3,750		-
128	Interim Judgement Technical Support	45,000	23,611	3,750		36,097
129	Misc. & Contingency	20,000	-	1,667		-
130	BPA Transactions that meet CEQA requirements	5,000	-	417		-
131	TOTAL GWM EXPENSE:	104,300	47,802	8,692		(7,192)
132						-
133	TOTAL EXPENSES:	3,642,343	262,953	227,725		422,953
134						-
135	CASH BASIS ADJUSTMENTS					-
136	Decrease (Increase) in Accounts Payable		17,921			
137	Increase (Decrease) in Inventory		1,772			
138	TOTAL CASH BASIS ADJUSTMENTS:		19,693			
139						-
140	TOTAL OPERATING EXPENSES PAID:	3,642,343	282,646			
141						-
142	NET OPERATING INCOME:	459,304	120,517	171,927		
143						-

	E	F	G	H	I	J
144	CIP PROJECTS	PROPOSED				
145		BUDGET				
146		2020-2021				
147						
148	Prop 86 Grant (Reimbursable)		-			10,143
149						-
150	CASH FUNDED - WATER					
151	Bending Elbow Pipeline Project	170,000	981			981
152	SCADA Replacement	50,000	-			-
153	Facilities Maintenance - Office Interior	15,000	-			-
154	Emergency System Repairs	60,000	365		505 Circle J	365
155	Engineering/Construction Management Consulting	25,000	-			-
156	TOTAL CASH CIP EXPENSES WATER:	320,000	1,346			1,346
157						-
158	CASH FUNDED - SEWER					
159	Oxygen Injection at Borrego Valley Rd Pump	20,000	-			-
160	Difussers at Sludge Holding Tank	100,000	-			-
161	Manhole Replacement/Refurbishments	43,000	-			-
162	Engineering/Construction Management Consulting	18,000	-			-
163	TOTAL CASH CIP EXPENSES SEWER:	181,000	-			-
164						-
165	CASH FUNDED - Short Lived Asset Replacement Progra	405,000				-
166						-
167	TOTAL CASH FUNDED CIP EXPENSES:	906,000	1,346			12,831
168						-
169	CASH RECAP					
170	Cash beginning of period	6,009,406	6,270,900			
171	Operating Income	459,304	120,517			
172	Total Non O&M Cash Funded Expenses	(906,000)	(1,346)			
173	CASH RESERVES AT END OF PERIOD	5,562,711	6,390,071			
174	FY Reserves Target	7,710,218	7,710,218			
175	Reserves Surplus/(Shortfall)	(2,147,507)	(1,320,146)			
176						

	E	F	G	H	I	J
177	DEBT & GRANT ACCOUNTING	PROPOSED				
178		BUDGET				
179	GRANT(PROP 1) FUNDED CIP - WATER	2020-2021				
180	Replace Twin Tanks	630,000	-			-
181	Replace Wilcox Diesel Motor	75,000	-			-
182	Replace Indianhead Reservoir	435,000	-			-
183	Rams Hill #2, 1980 galv. 0.44 MG recoating	616,000	-			-
184	TOTAL GRANT CIP EXPENSES WATER:	1,756,000	-			-
185						-
186						-
187	GRANT(PROP 1) FUNDED CIP - SEWER					-
188	Plant-Grit removal at the headworks	214,000	-			-
189	Clarifyer Upgrade/Rehabilitation	240,000	-			-
190	TOTAL GRANT CIP EXPENSES SEWER:	454,000	-			-
191						-
192	TOTAL GRANT CIP EXPENSES:	2,210,000				-
193						-
194	BOND FUNDED CIP - WATER					-
195	De Anza Pipeline Replacement Project	430,000				-
196	Production Well 2 Investigation and Construction	1,250,000	-			-
197	Replace 30 fire hydrants 17160	540,000	74,590			135,181
199	Production Well #1 ID4-Well #9-17110	-	1,499			4,038
200	Replace 5 well discharge manifolds and electric panel upgra	-	113			2,776
202	TOTAL BOND FUNDED CIP:	2,220,000	76,201			141,995
203						-
204	BOND FUNDED CIP - SEWER					-
205	Miscellaneous Sewer System Improvements	410,000	4,008			24,577
207	TOTAL SEWER BOND FUNDED CIP:	410,000	4,008			24,577
208						-
213	TOTAL BOND FUNDED CIP EXPENSES:	2,630,000	80,209			166,572
214						-
215	ANTICIPATED GRANT PROCEEDS					-
216	Prop 1 DWR Grant (SDAC)	2,210,000	-			-
217	TOTAL GRANT PROCEEDS:	2,210,000				-
218						-
219		<i>Beg Bond Bal</i>				-
220	UNEXPENDED DEBT PROCEEDS:	1,859,942	1,773,579			
221	UNEXPENDED GRANT PROCEEDS:		-			
222	TOTAL EXPENSES AND UNEXPENDED DEBT/GRANT PROCEEDS	3,642,343	2,036,532			
223						
224	TOTAL INCOME, GRANT & DEBT PROCEEDS BALANCE	4,301,648	1,894,096			
225						
226						



	BALANCE SHEET August 31, 2020 (unaudited)	BALANCE SHEET July 31, 2020 (unaudited)	MONTHLY CHANGE (unaudited)
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 6,371,983.56	\$ 6,192,726.44	\$ 179,257.12
Accounts receivable from water sales and sewer charges	\$ 719,814.77	\$ 723,559.51	\$ (3,744.74)
Inventory	\$ 121,784.13	\$ 120,011.93	\$ 1,772.20
Prepaid expenses	\$ 5,964.25	\$ 5,964.25	\$ -
TOTAL CURRENT ASSETS	\$ 7,219,546.71	\$ 7,042,262.13	\$ 177,284.58
RESTRICTED ASSETS			
Debt Service:			
Deferred amount of COP Refunding	\$ -	\$ -	\$ -
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (19,564.91)	\$ (19,564.91)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 311,059.00	\$ 311,059.00	\$ -
Total Debt service	\$ 416,679.31	\$ 416,679.31	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 67,403.53	\$ 352,184.62	\$ (284,781.09)
2018 Certificates of Participation to fund CIP Projects	\$ 1,574,181.06	\$ 1,683,974.51	\$ (109,793.45)
Total Trust/Bond funds	\$ 1,641,584.59	\$ 2,036,159.13	\$ (394,574.54)
TOTAL RESTRICTED ASSETS	\$ 2,058,263.90	\$ 2,452,838.44	
UTILITY PLANT IN SERVICE			
Land	\$ 2,240,863.65	\$ 2,240,863.65	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 502,789.02	\$ 472,017.02	\$ 30,772.00
Bond funded CIP Expenses	\$ 3,735,889.31	\$ 3,659,800.43	\$ 76,088.88
Sewer Facilities	\$ 6,175,596.99	\$ 6,175,596.99	\$ -
Water facilities	\$ 11,621,513.88	\$ 11,621,513.88	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 597,312.57	\$ 597,312.57	\$ -
Vehicles	\$ 715,321.23	\$ 715,321.23	\$ -
Accumulated depreciation	\$ (12,532,142.81)	\$ (12,532,142.81)	\$ -
NET UTILITY PLANT IN SERVICE	\$ 18,351,364.91	\$ 18,244,504.03	\$ 106,860.88
OTHER ASSETS			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
TOTAL OTHER ASSETS	\$ 185,000.00	\$ 185,000.00	
TOTAL ASSETS	\$ 27,814,175.52	\$ 27,924,604.60	\$ (110,429.08)



Balance sheet continued

	BALANCE SHEET August 31, 2020 (unaudited)	BALANCE SHEET July 31, 2020 (unaudited)	MONTHLY CHANGE (unaudited)
LIABILITIES			
CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS			
Accounts Payable	\$ 126,114.36	\$ 144,034.90	\$ (17,920.54)
Accrued expenses	\$ 206,146.74	\$ 206,146.74	\$ -
Deposits	\$ 40,181.81	\$ 40,181.81	\$ -
TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS	\$ 372,442.91	\$ 548,165.96	\$ (10,239.04)
CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 67,403.53	\$ 352,184.62	\$ (284,781.09)
TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS	\$ 67,403.53	\$ 352,184.62	\$ (284,781.09)
LONG TERM LIABILITIES			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 2,842,618.83	\$ 2,842,618.83	\$ -
2018 Certificates of Participation to fund CIP Projects	\$ 4,930,000.00	\$ 4,930,000.00	\$ -
Net Pension Liability-CalPERS	\$ 850,153.00	\$ 850,153.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 34,862.00	\$ 34,862.00	\$ -
TOTAL LONG TERM LIABILITIES	\$ 8,657,633.83	\$ 8,657,633.83	\$ -
TOTAL LIABILITIES	\$ 9,097,480.27	\$ 9,557,984.41	\$ (460,504.14)
FUND EQUITY			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:			
Unrestricted Reserves/Retained Earnings	\$ 9,104,880.90	\$ 8,920,289.85	\$ 184,591.05
Total retained earnings	\$ 9,104,880.90	\$ 8,920,289.85	\$ 184,591.05
TOTAL FUND EQUITY	\$ 18,716,695.25	\$ 18,532,104.20	\$ 184,591.05
TOTAL LIABILITIES AND FUND EQUITY	\$ 27,814,175.52	\$ 28,090,088.61	\$ (275,913.09)



To: BWD Board of Directors
 From: Jessica Clabaugh
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending August 31, 2020

Vendor disbursements paid during this period: \$ 368,678.34

Significant items:

CalPERS	Includes Unfunded Liability	\$ 13,802.40
Employee Health Benefits	Medical August 2020	\$ 22,175.99
Pacific Pipeline Supply	Inventory	\$ 5,308.35
SC Fuels	Fuel for District Vehicles	\$ 3,798.63
Control Systems Inc	SCADA Maintenance	\$ 1,650.00

Capital Projects/Fixed Asset Outlays:

Pacific Pipeline Supply, Inc.	BOND - Hydrant Supplies	\$ 33,401.92
Fredericks Services, Inc	BOND - Hydrant Replacements	\$ 43,069.00
Dudek	BOND - Production Well II Location	\$ 6,547.35
Downstream	BOND - Sewer Video -CdZ, PCD	\$ 24,577.44
Environmental Navigation Svcs	Water Reports (Prop 86)	\$ 10,142.50
UC Regents	Air Quality Study Progress	\$ 1,343.45

Total Professional Services for this Period:

Babcock Labs	Water samples to lab	\$ 1,597.00
BBK	Watermaster, JND Legal Stip, General	\$ 24,848.27
Leaf & Cole, LP	Audit Progress Billing	\$ 6,825.00
Jerry Rowling	Consult-Abandoned Wells, TCS	\$ 1,500.00

Payroll for this Period:

Gross Payroll	\$ 90,382.61
Employer Payroll Taxes and ADP Fee	\$ 2,649.60
Total	<u>\$ 93,032.21</u>

AP Board Report

August 2020



Check No	Vendor Name	Check Amount
34016	AT&T-CALNET 3	420.60
34017	JOHN FRENCH	325.00
34018	MANUEL MARIN	124.94
34019	PACIFIC PIPELINE SUPPLY INC	5,308.35
34020	QUADIENT FINANCE USA, INC.	219.31
34021	SAN DIEGO GAS & ELECTRIC	26,946.59
34022	USABLUEBOOK	110.44
34023	AMERICAN LINEN INC.	580.06
34024	BEST BEST & KRIEGER ATTORNEYS AT LAW	24,848.27
34025	BORREGO AUTO PARTS & SUPPLY CO	124.37
34026	BORREGO SPRINGS WATER LLC	8.00
34027	CONTROL SYSTEMS ENGINEERING INC	1,650.00
34028	JAMES HORMUTH DE ANZA TRUE VALUE	255.60
34029	ENVIRONMENTAL NAVIGATION SERVICES, INC	10,142.50
34030	HOME DEPOT CREDIT SERVICES	3,344.44
34031	JC LABS & MONITORING SERVICE	950.00
34032	LUPE'S GARDENING MAINTENANCE INC.	585.00
34033	MRC SMART TECHNOLOGY SOLUTIONS	741.97
34034	PRECISION GARAGE DOORS & GATES INC	650.00
34035	RAMONA DISPOSAL SERVICE	3,883.88
34036	JEROME C. ROLWING	1,500.00
34037	SAN DIEGO GAS & ELECTRIC	5,799.98
34038	SC FUELS	1,301.25
34039	U.S.BANK CORPORATE PAYMENT SYS	2,579.06
34040	UC REGENTS	1,343.45
34041	UNDERGROUND SERVICE ALERT	31.45
34042	AT&T MOBILITY	552.21
34043	BABCOCK LABORATORIES	1,597.00
34044	CENTER MARKET	2.99
34045	VICTOR VALENTI CONTRON SCADA SYSTEMS	400.00
34046	COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	42.00
34047	DISH	61.74
34048	RAFTELIS FINANCIAL CONSULTANTS, INC.	222.50
34049	STAPLES CREDIT PLAN	337.48
34050	VERIZON WIRELESS	235.52
34051	XEROX FINANCIAL SERVICES	377.00
34052	ZITO MEDIA	264.78
34053	MEDICAL ACWA-JPIA	20,707.13
34054	AIR POLLUTION CONTROL DISTRICT, SAN DIEGO COUNTY	460.00
34055	LEAF & COLE LLP	6,825.00
34056	DEBBIE MORETTI	122.00
34057	POOL & ELECTRICAL PRODUCTS	199.98
34058	SC FUELS	2,497.38
34059	LORETO MOLINA TITO'S AUTO CARE	406.05
34060	DAVID TAUSSIG & ASSOCIATES, INC	882.63
34061	WENDY QUINN	312.50
34062	ABILITY ANSWERING/PAGING SER	230.00
34063	AFLAC	1,468.86
34064	AT&T-CALNET 3	438.82
34065	BORREGO SPRINGS WATER LLC	73.58
34066	BORREGO SUN	38.00
34067	J & T Tire and Auto	884.77
1140	DE ANZA READY MIX	352.83
1141	DOWNSTREAM SERVICES, INC.	20,569.44
1142	HOME DEPOT CREDIT SERVICES	1,844.91
1143	PACIFIC PIPELINE SUPPLY INC	30,131.34
1144	DOWNSTREAM SERVICES, INC.	4,008.00
1145	FREDERICKS SERVICES INC	36,917.00
1146	DUDEK	6,547.35
1147	PACIFIC PIPELINE SUPPLY INC	3,270.58
1148	FREDERICKS SERVICES INC	6,152.00
	Report Total (61 checks):	243,207.88

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			BOND CIP FUNDS											
2			RECONCILIATION-FY 2019/2021											
3								Well 12-17100/	Prod Well	Pipeline Project	Prod Well	Sewer Inspect	Firehydrants	
4								4-5 Well upgrades	#1 ID4-9	Phase 1/2	#2	Club Cir 17150		
5				Bond Proceeds	Interest paid	Cost of Issuance	Misc.	10117140	10117110	10117120/17200	10117130	La Casa	10117160	
6														Totals
7														
8		07/10/18	Pacific Western Bank-Loan Proceeds	\$ 5,586,000.00										\$ 5,586,000.00
9		07/10/18	Cost of Issuance	\$ (68,707.13)										\$ (68,707.13)
10		07/17/18	US Bank Interest Fee			\$ 1,700.00								\$ (1,700.00)
11		07/17/18	Nixon Peabody-Cost of issuance			\$ 10,000.00								\$ (10,000.00)
12		07/17/18	Kutok Rock-Cost of Issuance			\$ 10,000.00								\$ (10,000.00)
13		07/20/18	MMA Interest paid		\$ 2,282.99									\$ 2,282.99
14		07/31/18	MMA Interest paid		\$ 693.25									\$ 693.25
15		08/01/18	Grant Thornton-Cost of Issuance			\$ 1,500.00								\$ (1,500.00)
16		08/01/18	Brandis Tallman-Cost of Issuance			\$ 17,500.00								\$ (17,500.00)
17		08/01/18	Fieldman, Rolapp & Assoc.-Cost of Issuance			\$ 50,231.67								\$ (50,231.67)
18		08/01/18	Best Best & Krieger-Cost of Issuance			\$ 55,000.00								\$ (55,000.00)
19		08/31/18	MMA Interest paid		\$ 4,683.02									\$ 4,683.02
20		09/31/18	MMA Interest paid		\$ 4,535.86									\$ 4,535.86
21		10/31/18	MMA Interest paid		\$ 4,690.98									\$ 4,690.98
22		11/30/18	MMA Interest paid		\$ 6,498.24									\$ 6,498.24
23		12/31/18	MMA Interest paid		\$ 8,125.10									\$ 8,125.10
24		12/31/18	Fed-x Bond issuance costs			\$ 62.02								\$ (62.02)
25		01/31/19	Dudek-Construction Mgmt Prod well #2					\$ 8,295.00						\$ (8,295.00)
26		01/31/19	BBK-Review Bid documents					\$ 855.50	\$ 3,635.00					\$ (4,490.50)
27		01/31/19	Harland Check order-partial charge					\$ 70.12	\$ 70.13	\$ 70.13				\$ (210.38)
28		01/31/16	MMA Interest paid		\$ 9,878.83									\$ 9,878.83
29		02/28/19	BBK-Review final specs Pipeline #1						\$ 306.00					\$ (306.00)
30		02/28/19	BBK-Finalize Bid documents					\$ 2,657.00	\$ 1,799.50	\$ 1,453.50				\$ (5,910.00)
31		02/28/19	Dudek-Construction Mgmt Prod well #1					\$ 11,535.00		\$ 8,422.50				\$ (19,957.50)
32		02/28/19	MMA Interest paid		\$ 8,529.85									\$ 8,529.85
33		03/31/19	Dudek-Construction Mgmt					\$ 5,467.50		\$ 7,232.50				\$ (12,700.00)
34	1007	03/31/19	Dudek-Construction Mgmt					\$ 5,264.68		\$ 5,006.25				\$ (10,270.93)
35	1006	03/31/19	BBK-Review Bid documents					\$ 740.00	\$ 879.00	\$ 867.50				\$ (2,486.50)
36		03/31/19	MMA Interest paid		\$ 9,460.57									\$ 9,460.57
37			Reallocate interest to Admin 7122		\$ (59,378.69)									\$ (59,378.69)
38			Well 12 repairs from O&M to Bond funds-check #32867					\$ 13,537.82						\$ (13,537.82)
39			Well 12 repairs from O&M to Bond funds-check #32970					\$ 82,640.56						\$ (82,640.56)
40		04/04/19	Big J Fencing-Fencing for Well ID4 Well 9					\$ 16,975.00						\$ (16,975.00)
41		04/08/19	BBK					\$ 561.00	\$ 1,377.00	\$ 535.50				\$ (2,473.50)
42		04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16 Transfer switch					\$ 36,033.00						\$ (36,033.00)
43		04/08/19	Hidden Valley Pump-Well 12/Well 5/Well 16/11 Transfer switch					\$ 253,731.68						\$ (253,731.68)
44		04/23/19	Dudek-Construction Management					\$ 3,690.00		\$ 1,927.50				\$ (5,617.50)
45		04/23/19	Fed-x -Mailing of NOE to County New Well #1					\$ 30.53						\$ (30.53)
46		04/23/19	Pacific Pipe-well 12					\$ 1,337.83						\$ (1,337.83)
47		05/29/20	Pacific Pipeline					\$ 38.45						\$ (38.45)
48		05/20/19	Well 12 repairs transferred from Admin					\$ 83,223.56						\$ (83,223.56)
49		05/29/19	Hidden Valley Pump-Electric panel well 12					\$ 2,503.88						\$ (2,503.88)
50		05/29/19	DeAnza Ready Mix-Road base well 12					\$ 1,547.09						\$ (1,547.09)
51		05/29/19	Dynamic Consulting-Phase 1 & 2 Pipeline						\$ 71,010.00					\$ (71,010.00)
52		05/29/19	Bobs Trailer-Office trailer Well 1 ID4-9 and well 2					\$ 4,500.00		\$ 4,500.00				\$ (9,000.00)
53		05/29/19	Pacific Pipe-well 12					\$ 12,635.88						\$ (12,635.88)
54	1022	05/29/19	BBK-bid review					\$ 612.00	\$ 153.00					\$ (765.00)
55		05/29/19	Big J Fencing-Fencing for Well ID4 Well 9					\$ 16,975.00						\$ (16,975.00)
56		05/29/19	De Anza Ready Mix					\$ 700.38	\$ 40,057.36					\$ (40,757.74)
57		05/29/19	Dudek-investigation of second production well							\$ 2,672.50				\$ (2,672.50)
58		05/29/19	Hidden Valley Pump-ID1 well 8 repairs					\$ 3,086.18						\$ (3,086.18)
59		05/29/19	Pacific Pipe-construction supply line					\$ 498.23						\$ (498.23)
60		05/29/19	Southwest Pump-construction of well 4-9					\$ 104,500.00						\$ (104,500.00)
61		05/29/19	State of California-Fee for Bond cost			\$ 1,396.50								\$ (1,396.50)
62		06/10/19	Deanza Ready Mix-Road base well 4-9					\$ 2,116.53						\$ (2,116.53)
63		06/10/19	Hidden Valley Pump-Step down transformer well 4-9					\$ 8,292.37						\$ (8,292.37)
64	1033	06/10/19	US Bank-Remote office supplies well 4-9					\$ 891.56		\$ 809.51				\$ (1,701.07)
65		06/18/19	BBK-Correspondence to A&R							\$ 127.50				\$ (127.50)
66		06/18/19	Dudek-Costruction management well 4-9					\$ 20,697.01						\$ (20,697.01)
67		06/18/19	One Eleven Services-Construction Mgmt well 4-9					\$ 4,500.00						\$ (4,500.00)
68		07/01/19	Southwest Pump-construction of well 4-9					\$ 543,866.73						\$ (543,866.73)
69		07/03/19	Hidden Valley Pump-Well 5 Manual Transfer Switch					\$ 399.00						\$ (399.00)
70		07/03/19	Pacific Pipe-Fire hydrant extensions										\$ 1,378	\$ (1,377.80)
71		07/08/19	De Anza Ready Mix-Concrete well 12					\$ 658.01						\$ (658.01)
72		07/08/19	De Anza Ready Mix-Concrete well 5					\$ 344.21						\$ (344.21)
73		07/08/19	Hidden Valley Pump-Well 5 pull pump replace bowls/video					\$ 141,472.45						\$ (141,472.45)

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			BOND CIP FUNDS											
2			RECONCILIATION-FY 2019/2021											
3								Well 12-17100/ 4-5 Well upgrades	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	Sewer Inspect Club Cir 17150 La Casa 10117210	Firehydrants 10117160	
4				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
5														
74	1042	07/25/19	BBK-Review A&R contract							\$ 765.00				\$ (765.00)
75		07/25/19	Dudek-Construction Management Well 4-9						\$ 45,827.52					\$ (45,827.52)
76		07/25/19	Pacific Pipe-Fire hydrants										\$ 21,826	\$ (21,825.77)
77	1045	07/25/19	One Eleven Services-Construction Mgmt well 4-9						\$ 1,690.00		\$ 475.00			\$ (2,165.00)
78		07/25/19	Southwest Pump-construction of well 4-9						\$ 67,022.50					\$ (67,022.50)
79		08/12/19	Hack-Chlorine well 4-9						\$ 849.62					\$ (849.62)
80		08/19/19	Dudek-Construction Management Well 4-9						\$ 22,521.09					\$ (22,521.09)
81		08/20/19	Insitu-Transducer rental well 4-9						\$ 454.72					\$ (454.72)
82		08/27/19	BBK-Review A&R Bond							\$ 535.50				\$ (535.50)
83		08/31/20	Returned Parts					\$ (1,947.86)						\$ 1,947.86
84		09/04/19	Insitu-Transducer rental well 4-9						\$ 429.93					\$ (429.93)
85		09/04/19	SDGE-Electrict well 4-9						\$ 1,060.00					\$ (1,060.00)
86		09/04/19	Southwest Pump-construction of well 4-9						\$ 55,029.85					\$ (55,029.85)
87		09/04/19	US Bank Charge card-chlorine well 4-9						\$ 125.93					\$ (125.93)
88		09/09/19	Pacific Pipe-Supplies Double O Pipeline project							\$ 26,476.36				\$ (26,476.36)
89		09/16/19	Terry Robertson-Double O Pipeline replacement							\$ 491,504.35				\$ (491,504.35)
90		09/23/19	Dudek-Construction Management well 4-9						\$ 31,886.86					\$ (31,886.86)
91		09/23/19	Insitu-Transducer rental well 4-9						\$ 74.35					\$ (74.35)
92		09/23/19	Pacific Pipe-Meter boxes lids-Double O project							\$ 4,582.64				\$ (4,582.64)
93		09/30/19	BBK-Review change order A&R							\$ 204.00				\$ (204.00)
94	1061	09/30/19	Dudek-Construction Management Well 4-9								\$ 1,260.00			\$ (1,260.00)
95	1062	10/08/19	Dudek-Construction Management Well 4-9						\$ 4,305.00					\$ (4,305.00)
96	1063	10/08/19	Southwest Pump-construction of well 4-9						\$ 44,548.38					\$ (44,548.38)
97	1064	10/16/19	Dudek-Construction Management Well 4-9						\$ 17,778.75					\$ (17,778.75)
98	1064	10/16/19	Dudek-investigation of second production well								\$ 600.00			\$ (600.00)
99	1065	10/16/19	Pacific Pipe-Well 5 upgrade					\$ 5,553.49						\$ (5,553.49)
100	1066	10/21/19	McCalls Meters-Meters for Pipeline phase 1							\$ 11,636.47				\$ (11,636.47)
101	1067	10/21/19	Pacific Pipeline Supply-Tools/supplies well 5 upgrade					\$ 577.94						\$ (577.94)
102	1068	10/21/19	Jeffrey Smith-Appraisal well #2 site investigation								\$ 1,000.00			\$ (1,000.00)
103	1069	10/29/19	Jerry Rolwing-Well #2 site investigation								\$ 3,750.00			\$ (3,750.00)
104	1070	11/05/19	Brax company-materials well 5					\$ 166.04						\$ (166.04)
105	1071	11/05/19	Manuel Rodrigues-DeAnza concrete-Well 5					\$ 740.72	\$ 710.18					\$ (1,450.90)
106	1072	11/12/19	Downstream-video/clean Club Circle									\$ 92,804.00		\$ (92,804.00)
107	1073	11/18/19	Dudek-Construction Management well 4-9						\$ 360.00					\$ (360.00)
108	1074	11/18/19	Pacific Pipe-Materials for Well 11/Well 16					\$ 12,532.02						\$ (12,532.02)
109	1075	11/18/19	Jerry Rolwing-Well #2 site investigation								\$ 250.00			\$ (250.00)
110	1076	11/16/19	Brax company-ID4-9 electric hook-up						\$ 146,691.66					\$ (146,691.66)
111	1077	11/26/19	Pacific Pipe-Well 11 upgrades					\$ 2,810.62						\$ (2,810.62)
112	1078	12/11/19	Freight Charge					\$ 623.29						\$ (623.29)
113	1079	12/23/19	BBK-real property acquisition-Well #2								\$ 265.50			\$ (265.50)
114	1080	12/20/19	DeAnza Ready mix-Road base Well 4-9						\$ 1,377.22					\$ (1,377.22)
115	1081	12/20/19	Pacific Pipe-Well 16 upgrades					\$ 5,904.65						\$ (5,904.65)
116	1082	12/23/19	Brax-Well repairs					\$ 1,539.07	\$ 270,188.02					\$ (271,727.09)
117	1083	12/27/19	Brax-Work in Well 4-9						\$ 62,963.13					\$ (62,963.13)
118	1084	12/27/19	DeAnzaReady mix-concrete for kicker					\$ 688.42	\$ 553.41					\$ (1,241.83)
119	1085	01/03/20	Best Best & Krieger-Bond work review							\$ 586.50	\$ 62.04		\$ 640	\$ (1,288.54)
120	1086	01/28/20	Automated Water Treatment-chlorinator well4-9						\$ 1,044.75					\$ (1,044.75)
121	1087	01/28/20	David Taussig-Debt reporting costs				\$ 905.00							\$ (905.00)
122	1088	01/28/20	McCalls Meters-Meter for well ID4-9						\$ 3,694.50					\$ (3,694.50)
123	1089	01/28/20	Pacific Pipe-Parts for well 4-9						\$ 11,981.64					\$ (11,981.64)
124	1090	02/10/20	DeAnzaReady mix-concrete for kicker well9						\$ 651.20					\$ (651.20)
125	1091	02/10/20	Grainger-Exhaust Fan Well 9						\$ 359.99					\$ (359.99)
126	1092	02/10/20	Pacific Pipe-Hydrants, Well 9						\$ 1,160.74				\$ 17,742	\$ (18,902.83)
127	1093	02/12/20	Best Best & Krieger								\$ 206.50			\$ (206.50)
128	1094	02/12/20	Jerome C Rowling								\$ 250.00			\$ (250.00)
129	1095	02/25/20	Dynamic Consulting-Phase 1 & 2 Pipeline							\$ 38,140.00				\$ (38,140.00)
130	1096	02/25/20	Pacific Pipe-Hydrants							\$ 3,112.63			\$ 950	\$ (4,062.61)
131	1097	03/09/20	Fredericks Services Inc										\$ 18,965	\$ (18,965.00)
132	1099	03/23/20	Home Depot										\$ 510	\$ (510.17)
133	1098	03/23/20	Best Best & Krieger							\$ 1,206.00	\$ 1,386.50			\$ (2,592.50)
134	1100	03/16/20	Pacific Pipeline - Hydrants										\$ 9,711	\$ (9,711.27)
135	1101	03/23/20	Fredericks Services Inc										\$ 20,324	\$ (20,324.00)
136	1102	03/23/20	Pacific Pipeline Supply - Hydrants										\$ 23,810	\$ (23,809.97)
137	1103	03/23/20	Jerry Rolwing-Well #9 Water Sample						\$ 500.00					\$ (500.00)
138		06/27/10	Pacific Pipeline - Extra parts to Inventory										\$ (379)	\$ 379.47
139	1104	04/07/20	Pacific Pipeline Supply - Hydrants										\$ 12,816	\$ (12,816.43)
140	1105	04/07/20	Terry Robertson-Double O Pipeline replacement + RET							\$ 150,136.65				\$ (150,136.65)
141	1106	04/07/20	US Bank - AC & Awning for Portable Office						\$ 4,377.05					\$ (4,377.05)

	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1														
2			BOND CIP FUNDS									Sewer Inspect		
3			RECONCILIATION-FY 2019/2021									Club Cir 17150	Firehydrants	
4								Well 12-17100/ 4-5 Well upgrades 10117140	Prod Well #1 ID4-9 10117110	Pipeline Project Phase 1/2 10117120/17200	Prod Well #2 10117130	La Casa 10117210	10117160	
5				Bond Proceeds	Interest paid	Cost of Issuance	Misc.							
142	1107	04/13/20	DeAnza Ready Mix - Concrete for Hydrants										\$ 597	\$ (596.74)
143	1108	04/13/20	Home Depot										\$ 2,124	\$ (2,124.37)
144	1109	04/13/20	Fredericks Services Inc										\$ 25,395	\$ (25,395.00)
145	1110	04/21/20	Pacific Pipeline Supply										\$ 27,709	\$ (27,708.72)
146	1111	04/28/20	Dudek								\$ 2,385.00			\$ (2,385.00)
147	1112	04/28/20	Fredericks Services Inc										\$ 24,399	\$ (24,399.00)
148	1113	05/05/20	Borrego Landfill										\$ 177	\$ (176.65)
149	1114	05/05/20	Pacific Pipeline Supply										\$ 28,324	\$ (28,324.07)
150	1115	05/12/20	DeAnza Ready Mix										\$ 1,302	\$ (1,302.38)
151	1116	05/12/20	Home Depot										\$ 877	\$ (877.33)
152	1117	05/19/20	Fredericks Services Inc										\$ 25,379	\$ (25,379.00)
153	1118	05/19/20	Pacific Pipeline Supply										\$ 1,164	\$ (1,163.76)
154	1119	05/26/20	BBK								\$ 4,484.50			\$ (4,484.50)
155	1120	05/26/20	Dudek								\$ 2,690.00			\$ (2,690.00)
156	1121	06/04/20	Aggregate Products Inc. - Asphalt										\$ 996	\$ (995.62)
157	1122	06/04/20	Borrego Landfill										\$ 206	\$ (205.61)
158	1123	06/04/20	Brax Company - Underground electric & Panels					\$ 60,000.00						\$ (60,000.00)
159	1124	06/04/20	Fredericks Services Inc										\$ 25,457	\$ (25,457.00)
160	1125	06/04/20	Pacific Pipeline										\$ 31,956	\$ (31,955.72)
161	1126	06/09/20	DeAnza Ready Mix										\$ 597	\$ (596.74)
162	1127	06/09/20	Home Depot										\$ 879	\$ (878.96)
163	1128	06/09/20	Pacific Trans Environmental										\$ 605	\$ (604.95)
164	1129	06/18/20	Fredericks Services Inc										\$ 10,244	\$ (10,244.00)
165	1130	06/22/20	Downstream-Video manhole #8 to #4 by La Casa									\$ 2,680		\$ (2,680.00)
166	1131	06/22/20	Fredericks Services Inc										\$ 26,697	\$ (26,697.00)
167	1132	07/07/20	Home Depot						\$ 1,944					\$ (1,944.11)
168	1133	07/14/20	Brax Company, Inc.					\$ 110,809						\$ (110,808.81)
169	1134	07/14/20	De Anza Ready Mix										\$ 353	\$ (352.83)
170	1135	07/14/20	Dudek								\$ 2,100			\$ (2,100.00)
171	1136	07/14/20	Pacific Pipeline										\$ 25,139	\$ (25,138.57)
172	1137	07/16/20	Brax Company, Inc.					\$ 1,000						\$ (1,000.00)
173	1138	07/16/20	Fredericks Services Inc										\$ 27,464	\$ (27,464.00)
174	1139	07/28/20	Dudek						\$ 1,648		\$ 2,833			\$ (4,480.00)
175	1140	08/10/20	De Anza Ready Mix										\$ 353	\$ (352.83)
176	1141	08/10/20	Downstream Services									\$ 20,569		\$ (20,569.44)
177	1142	08/10/20	Home Depot						\$ 1,152				\$ 693	\$ (1,844.91)
178	1143	08/10/20	Pacific Pipeline					\$ 113					\$ 30,019	\$ (30,131.34)
179	1144	08/17/20	Downstream Services									\$ 4,008		\$ (4,008.00)
180	1145	08/17/20	Fredericks Services Inc										\$ 36,917.00	\$ (36,917.00)
181	1146	08/25/20	Dudek								\$ 6,547			\$ (6,547.35)
182	1147	08/25/20	Pacific Pipeline										\$ 3,270.58	\$ (3,270.58)
183	1148	08/25/20	Fredericks Services Inc										\$ 6,152.00	\$ (6,152.00)
189			BOND FUND BALANCE	\$ 5,517,293	\$ -	\$ 147,390	\$ 905	\$ 836,059	\$ 1,608,927	\$ 807,402	\$ 63,507	\$ 120,061	\$ 493,735	\$ 1,439,306.13
192														
193										8/31/2020	MMA			\$ 1,408,713
194										7/31/2020	Checking			\$ 165,468
195										7/31/2020	Total Bond funds Balance			\$ 1,574,181

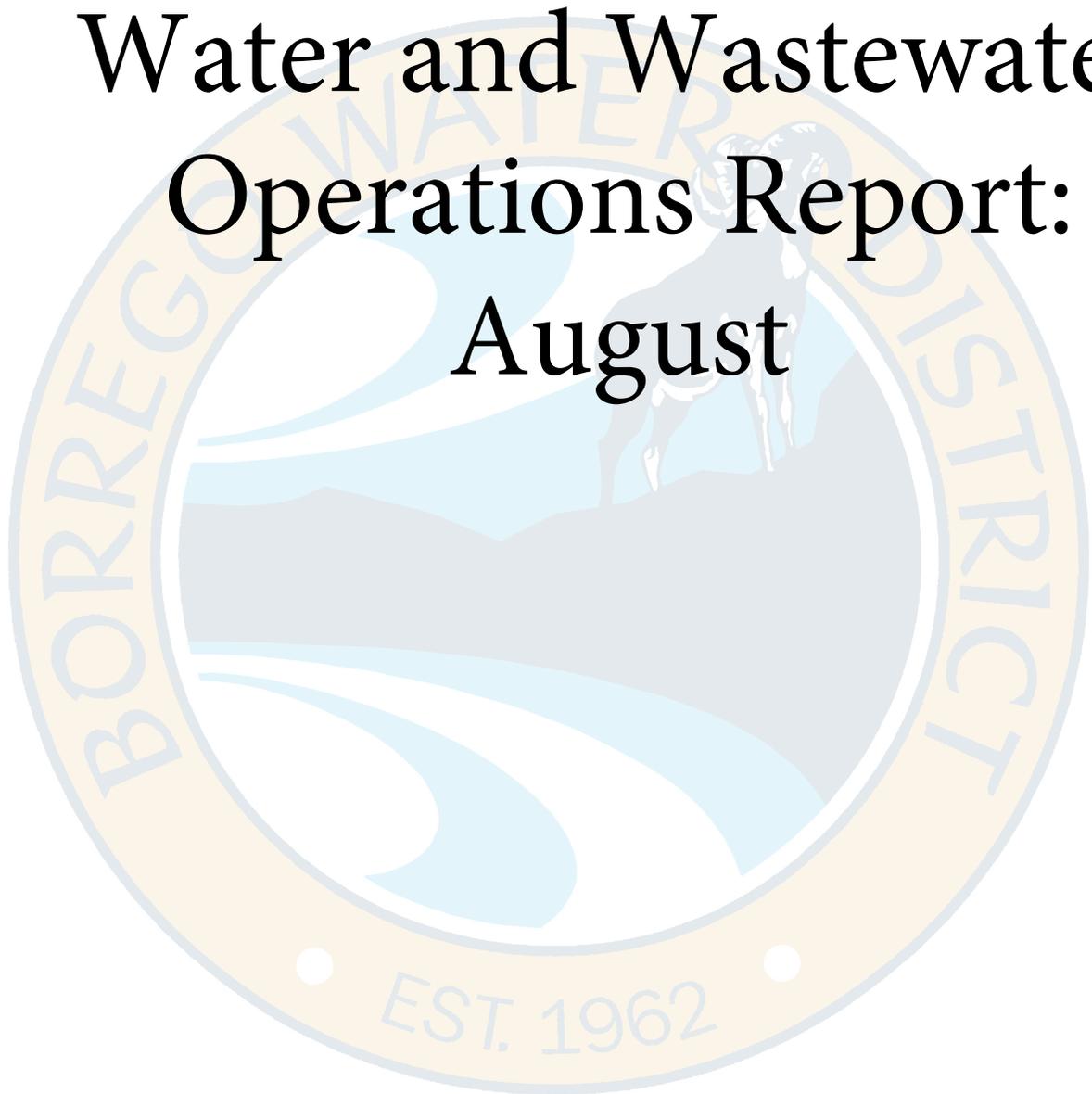
Borrego Water District
 Groundwater Management Expenses
 FYE 2021



Month	(54810) BBK <u>Stipulated</u>	Legal BBK/JT <u>GWM</u>	Watermaster <u>BWD Staff</u>	DUDEK	Wendy Quinn Minutes	Town Hall/ Advertising/Postage	Staff Allocation	Conf/Classes Misc.	Jerry Consulting	G/LTotal
July 2020	16,175.77	7,611.00	3,900.54				7,801.08	9.99	125.00	35,623.38
August 2020	31,872.40	1,684.95		18,001.25	62.50		3,852.30	9.99		55,483.39
Total	48,048.17	9,295.95	3,900.54	18,001.25	62.50	-	11,653.38	19.98	125.00	91,106.77

IIIB

Water and Wastewater Operations Report: August





BORREGO WATER DISTRICT

AUGUST 2020

WATER OPERATIONS REPORT

WELL	TYPE	FLOW RATE	STATUS	COMMENT
ID1-8	Production	350	In Use	
ID1-10	Production	300	In Use	
ID1-12	Production	900	In Use	
ID1-16	Production	750	In Use	
Wilcox	Production	80	In Use	Diesel backup well for ID-4
ID4-4	Production	400	In Use	
ID4-11	Production	900	In Use	Diesel engine drive exercised monthly
ID4-18	Production	150	In Use	
ID5-5	Production	850	In Use	

System Problems: All production wells are in service. All reservoirs are in operating condition.

WASTEWATER OPERATIONS REPORT

Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):

Average flow: 52463 (gallons per day)

Peak flow: 66600 gpd SUNDAY, AUGUST 02 2020

The logo of the Borrego Water District is a circular emblem. It features a central figure of a Native American man in traditional dress, standing on a rocky outcrop. The background of the emblem shows a landscape with a river or stream in the foreground and hills in the distance. The text "BORREGO WATER DISTRICT" is written in a circular path around the central image, and "EST. 1962" is written at the bottom of the circle.

**IIIC.
Water Production/
Use Records:
August 2020**



BORREGO WATER DISTRICT

WATER PRODUCTION SUMMARY

AUGUST 2020

DATE	WATER USE	WATER PROD	WATER %NRW	ID4 USE	ID4 PROD	ID4 %NRW	TOTAL USE	TOTAL PROD
Aug-18	36.34	38.25	4.99	124.77	142.84	12.65	161.11	181.09
Sep-18	34.31	37.40	8.26	105.93	117.15	9.58	140.24	154.55
Oct-18	29.96	30.42	1.49	118.14	129.33	8.65	148.10	159.74
Nov-18	24.75	25.62	3.41	100.65	109.27	7.89	125.39	134.89
Dec-18	16.14	22.36	27.80	71.19	80.13	11.16	87.33	102.49
Jan-19	14.91	16.84	11.47	58.48	64.29	9.04	73.39	81.13
Feb-19	14.99	16.06	6.70	58.89	66.49	11.42	73.88	82.55
Mar-19	15.35	15.75	2.51	55.83	62.48	10.65	71.18	78.23
Apr-19	20.31	20.97	3.18	90.96	98.41	7.57	111.26	119.38
May-19	23.79	25.13	5.33	83.92	92.63	9.41	107.70	117.76
Jun-19	36.31	37.19	2.36	93.43	96.69	3.37	129.74	133.88
Jul-19	44.09	45.49	3.08	115.58	123.04	6.07	159.67	168.53
Aug-19	37.02	38.56	3.99	111.63	114.37	2.39	148.65	152.92
Sep-19	40.68	39.71	-2.45	109.34	120.76	9.45	150.03	160.47
Oct-19	34.33	35.76	3.99	118.92	123.91	4.03	153.25	159.66
Nov-19	27.05	28.10	3.76	94.68	103.96	8.92	121.73	132.06
Dec-19	13.51	14.99	9.82	59.08	64.93	9.01	72.59	79.91
Jan-20	16.96	17.70	4.20	69.52	74.80	7.06	86.48	92.50
Feb-20	16.19	16.83	3.78	65.77	69.21	4.97	81.96	86.04
Mar-20	19.63	21.05	6.71	65.62	70.22	6.55	85.26	91.27
Apr-20	14.68	15.60	5.84	68.77	76.03	9.55	83.46	91.63
May-20	22.22	23.30	4.60	88.23	95.25	7.37	110.45	118.54
Jun-20	54.17	53.21	-1.80	108.31	123.77	12.49	162.48	176.98
Jul-20	35.73	39.91	10.47	100.00	118.18	15.38	135.74	158.09
Aug-20	34.92	36.30	3.79	110.63	126.05	12.23	145.56	162.35
12 Mo. TOTAL	367.11	381.00	4.36	90.04	98.57	8.41	1537.63	1662.42

Totals reflect Water (ID1 & ID3) and ID4 (ID4 & ID5). Interties to SA3 are no longer needed to be separated. ID4 and SA5 are combined because all water production is pumped from ID4.

All figures are in Acre Feet of water pumped.

NOTE: ID1 Fire flow line break at La Casa not metered.

NON-REVENUE WATER SUMMARY (%)

DATE	WATER	ID-4	ID-5	DISTRICT-WIDE AVERAGE
Jun-20	3.79	12.23	N/A	8.01
12 Mo. Average	4.36	8.41	N/A	6.39

IV. STAFF REPORTS - VERBAL

- A. Administration – D Del Bono
- B. Waste Water Operations – R Martinez
- C. Water Operations – A Asche
- D. General Manager - G Poole
 - 1. BWD letter sent to San Diego County regarding nuisance and improperly abandoned well

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 22 2020
AGENDA ITEM IV.D

September 17, 2020

TO: Board of Directors
FROM: Geoffrey Poole, General Manager
SUBJECT: GM Report

The BWD email sent to San Diego County regarding nuisance improperly abandoned wells is below. Jamelle McCollough has been reassigned and we now have a new person in charge of well permitting and related issues: Colleen Hines.

Hi Colleen

This is in response to an email from Jamelle in August of 2020. I have just seen you are now in charge of well permits and related issues, congrats!!

Unfortunately, the email did not provide a method to pro-actively address issues regarding improperly abandoned wells in the Borrego Springs Subbasin of concern to the Borrego Water District (BWD) Board. Here are some follow up questions:

- 1. Based on the science and California Department of Water Resources (DWR) experience, an improperly abandoned well itself should be considered a potential "nuisance" by the County. Is that the case? If not, why not?*
- 2. When does an improperly abandoned well become a "nuisance" well in the County's estimation? Only after pollution of groundwater has occurred? If, so that creates an expensive liability problem, as once pollution of groundwater occurs, if this affects a BWD production well, this could result in a \$1.5 million - \$2 million capital cost, far in excess of any property owner's ability to pay;*
- 3. The County indicated in the email that a nuisance well must be reported for the County to take enforcement actions. BWD wishes to formally report two nuisance wells that we believe have been abandoned and have not been properly abandoned, thus are a potential public health nuisance. How shall we report them to you? What information do you require of us?*

4. *Please provide us with a schedule of your enforcement actions for these reported wells and let us know how we are to track progress on their proper abandonment to prevent groundwater contamination before it occurs;*
5. *The County approves wells in the Subbasin through a ministerial permitting process but takes no responsibility for these permitted wells once permitted until the well becomes a "nuisance." But, when a well becomes a "nuisance" appears to assume after-the-fact enforcement. That is, it is unclear how to proactively identify improperly abandoned wells before they have damaged the aquifer or a small child dies by falling into an improperly capped abandoned well. Saying the County has no budget to track the over 100 wells of unknown status in the Subbasin, offers no solution to the underlying problem. Such a statement only pushes the problem to someone else and does not address the underlying liability issue if pollution of the aquifer occurs, and people get sick or die from drinking polluted groundwater, crops are damaged or personal injury occurs.*

