

**WASHINGTON COUNTY WATER DISTRICT**  
**POLICY AND PROCEDURES MANUAL**  
**530 265-4720**  
**WCWD, PO BOX 34, WASHINGTON, CA 95986**

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## 2 NONDISCRIMINATION STATEMENT

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Washington County Water District, in accordance with the Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency, WCWD or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complain Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW Washington, D.C. 20250-9410
2. Fax: (202) 690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

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## 3 DEFINITIONS

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**Applicant:** An owner of a parcel who is applying for water service.

**Backflow Prevention Assembly:** A District-approved device designed to prevent reverse flow from a customer's plumbing system that could contaminate the District Water Distribution System (refer to Appendix C Cross-Connection Control Policy)

**Board:** The Board of Directors of the Washington County Water District.

**Capital Improvement Plan (CIP):** A plan which identifies future improvements and additions to the District's system infrastructure including a budget/cost estimate for implementing individual improvements. The CIP is reviewed annually by the Operations Manager and any changes, additions or deletions must be approved by the Board.

**Certified Operator:** Employee or independent contractor (Certified T-2 and D-1) who manages the operations of the District infrastructure.

**Commercial Use:** The use of water for commercial uses such as the operation of a campground, restaurant, commercial lodging, assembly or manufacturing, or retail.

**Connection:** This is a metered connection that is providing or is immediately available to provide water service to a parcel.

**Connection Fee:** The fee an Applicant must pay to activate a new Connection.

**Customer (residential):** Any dwelling served by the WCWD distribution system or connected to the WCWD distribution system, or a resident of a dwelling on a parcel served by the WCWD distribution system.

**Customer (commercial):** water for commercial uses such as, but limited to, the operation of a campground, restaurant, commercial lodging, government services, assembly or manufacturing, or retail.

**Customer (extra dwelling):** Non-Primary dwellings which are resided in for 60 days out of the year and not over that amount.

**Customer (Yearly camper):** Any person(s) who holds a contract with a campground owner for a yearly campsite, wherein they are legally allowed to stay 60 days out of the year and not over that amount.

**Customer Booster Pump:** A pump installed by the District to increase water pressure at an individual residence. The maintenance of booster pumps is the responsibility of the Customer.

**Customer Service Pipe:** The pipe from the meter to the residence. In special cases where the meter has been placed more than 12 feet from the main distribution line either from customer request or parcel logistics, *the customer's service pipe will also extend from the meter back to the main distribution line.*

**District:** The Washington County Water District.

**Domestic Use:** The use of water for household purposes, including incidental watering of domestic stock and pets and the irrigation, ornamental shrubbery, or gardens on any single parcel. The use of water in a properly licensed home-based business shall be considered a domestic use. Except as allowed by this definition, domestic use does not include commercial use, irrigation use, stock watering use, or aquaculture use. ([23 CCR § 660.](#))

**Dwelling-** a place where a person lives treating it as their home, for the purposes of housing and rent legislation and which may become the object of protection such as a statutory secure tenancy.

**Excessive Use:** Use of water at any time that is counter to the policies as stated in this document, Section 7.3 "Water Conservation Measures", and as detailed in the current "WCWD Drought Response Plan" for all water year types.

**Fire Hydrants:** Above ground connections to the Water Main throughout the District that can be used as a means to supply firefighting equipment.

**General Manager:** An employee hired to manage District operations to provide customers with a safe and reliable water supply under minimal direction; provides professional and technical staff support, and assistance to the Board; coordinates all District activities with Federal, State, County, local and private agencies.

**Irrigation Use:** The use of water for the production of irrigated agricultural crops, commercial nurseries, or the maintenance of large areas of lawns, shrubbery, or gardens. ([23 CCR § 661](#))

**Meter Reader:** An employee of WCWD or an independent contractor that is contracted by the Board of Directors to read water meters and to provide meter data to the Billing Manager as directed. Unless otherwise directed by the board, meters will be read monthly.

**Office Manager:** An employee hired to prepare and mail monthly customer billings and to receive, post and process all customer payments. The Office Manager makes all changes and revisions to customer accounts, billing, and integrating meter readings into billing software. Additional duties may include payroll, bookkeeping, preparing warrants, taxes, insurance, etc.

**Parcel:** As used in this Policy and Procedures Document, a parcel is contiguous property under single ownership and of sufficient size to be considered buildable under Nevada County's land use and development regulations. A parcel may have one or more assessor's parcel numbers assigned to it.

**Reconnect Fee:** Additional charge for water service to be resumed that has been disconnected for any reason.

**Service Connection Point:** The point where the Customer Service Pipe is connected and where ownership changes from the WCWD to the customer. The Backflow Prevention Assemblies shall be and remain the property of the property owner. The water meter and the WCWD Service Pipe are owned by the WCWD and are on the WCWD's side of the Service Connection Point. The presence of a Service Connection Point on a Customer's parcel indicates an actual or implied easement to the WCWD for installation, access, and maintenance of District-owned equipment.

**Stock watering Use or Aquaculture Use:** The use of water for commercial livestock or for raising fish or other aquatic organisms for commercial purposes. ([23 CCR § 667 and 669](#))

**Transient:** Any person(s) renting a campsite or hotel room for less than 30 days.

**Water Assessment:** The rate of water service apportioned to each WCWD customer connection. This assessment pays for the full cost of administration, design, construction, and financing of the WCWD's water distribution system attributable to the provision of water for domestic and commercial use.

**WCWD:** Washington County Water District, a California community services district formed under Government Code section 61000 et. seq. to develop and provide a public water distribution system serving properties within its boundaries in the rural area of Washington, California.

**WCWD Service Pipe:** The pipe located between the WCWD's mains and a water meter, except as refined under Customer Service Pipe.

**Water Distribution System:** The intake, storage tank, pumps, pipelines, fire hydrants, meters, and water system appurtenances.

## 4 DESCRIPTION OF WATER SERVICE

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### 1. PURPOSE

The WCWD has been formed to provide water for domestic and commercial use. The WCWD's water distribution system provides water for domestic and commercial use to parcels within the District. The WCWD's water distribution systems also provides water for fire suppression purposes, to be used by the Washington Volunteer Fire Department and other mutual aid fire departments and fire agencies. All WCWD's fire hydrants are located within the District.

### 2. QUANTITY

#### 4.1.1

The WCWD supplies millions of gallons of treated water for over 100 metered connections from Canyon Creek via a diversion dam sand filter transfer pipe intake. There is no carry-over storage of water season to water season, except for the small reservoir in Canyon Creek and the 200,000-gallon storage tank. The allocation of a connection to a parcel establishes a reasonable apportionment of the Water Distribution System's capacity to meet normal domestic water demands for a single residence. A connection shall not entitle a customer to delivery of any specific amount of water.

#### 4.1.2

The WCWD reserves the right to reduce the amount of water available to any connection to ensure that an approximately equal amount of water is available to all connections.

#### 4.1.3

The WCWD will endeavor to supply water dependably, safely, and in adequate quantities to meet the reasonable domestic water needs and requirements of all customers.

#### 4.1.4

The WCWD will strive always to operate the Water Distribution System in a manner that does not cause excessive wear and tear on the system and maximizes system efficiency while minimizing water waste.

### 3. PRESSURE

#### 4.1.5

The WCWD will endeavor to maintain an operating pressure of not less than 25 pounds per square inch or more than 125 pounds per square inch at each service connection point. During periods of peak seasonal loads and hourly maximum demand, pressure at the service connection point may be as low as 15 pounds per square inch. During periods of minimum demand, the pressure may be as high as 150 pounds per square inch. Variations in pressure under normal operating conditions will not exceed 50% of the average operating pressure.

#### 4.1.6

The water pressure available at the service connection point varies within the Water Distribution System. Parcels at higher elevations, and parcels on which the residence is significantly above the

service connection point, will require customer booster pumps to provide adequate pressure at the point of use. These customer booster pumps are the responsibility of the customer but will be provided by the WCWD. All parcels, whose pressure exceeds the normal pressure as defined in the Uniform Plumbing Code shall install Pressure Reduction Valves at the residence.

#### 4. QUALITY

The WCWD will operate the water system consistent with water quality standards of the Department of Health Services. Annual water quality reports are available by contacting the WCWD Board by mail request to PO Box 34, Washington CA 95986, or via email at [washingtoncowtr@gmail.com](mailto:washingtoncowtr@gmail.com).

## 5 SYSTEM INSPECTIONS

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#### 5. LEAK DETECTION AND REPAIR

At a minimum (or as required by State or Federal agencies), each year WCWD staff and/or contractors will walk the entire length of the distribution network including the intake, water treatment plant, storage tank and distribution pipes up to each customer meter, to look for evidence of leaks or other maintenance issues. Any observed leaks will be addressed within 48 hours, when possible. Leaks or repairs that include significant logistical or other challenges will be brought to the immediate attention of the board so that a timely solution can be reached.

## 6 CONTINUITY OF SERVICE

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#### 6. EMERGENCY INTERRUPTIONS

The WCWD will make reasonable efforts to prevent interruptions to service. When interruptions occur, the WCWD will endeavor to re-establish service within the shortest possible time consistent with protecting the integrity of the water system and the safety of its customers and the general public. More information and detail on the policies and responses to a water shortage emergency can be found in the current "WCWD Drought Response Plan".

Where an emergency interruption of service affects the service to any public fire protection device, the WCWD will promptly endeavor to notify the Fire Chief of the Washington Volunteer Fire Department or the designated Fire Department representative of such interruption and of subsequent restoration of normal service.

#### 7. SCHEDULED INTERRUPTIONS

##### 6.1.1

Whenever the WCWD finds it necessary to schedule an interruption to its service, it will, where feasible, notify all customers to be affected by the interruption within 24 hours, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the customers consistent with reasonable utility operations.

### 6.1.2

The WCWD will notify the Fire Chief of the Washington Volunteer Fire Department or designated Fire Department representative of the scheduled interruption stating the approximate time and anticipated duration and will promptly notify the Fire Chief upon restoration of service.

## 7 WATER CONSERVATION

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### 8. PURPOSE

The WCWD has adopted and will implement the following Water Conservation Policies (B-H) that support the current “WCWD Drought Response Plan” to ensure that water resources available to the WCWD are put to a reasonable beneficial use and that the benefits of the WCWD’s water supply and service extend to all customers within the District.

### 9. SYSTEM INSPECTIONS AND UPGRADES

During the annual inspections of the system for leaks and maintenance issues, the District will also identify any options for system upgrades to maintain efficiency and reduce water and power waste in the system. Under consultation with the Operations Manager, these options will be evaluated and when appropriate added to the Capital Improvement Plan.

### 10. WATER CONSERVATION MEASURES

The District requests that all customers adopt a “no waste” attitude for potable water. We recommend the following:

- Use of shut-off valves on all hoses.
- Limit washing cars, boats, trailers or other vehicles except by hose with an automatic shut-off nozzle and bucket.
- Limit washing sidewalks, walkways, driveways, parking lots or other hard surfaced areas with potable water.
- Don't water past the point of saturation and/or creating runoff of water.
- Make a reasonable effort to repair in-home water leaks in toilets, plumbing fixtures and water lines within 24 hours.

### 11. USE OF WATER-SAVING DEVICES AND PRACTICES

Each customer of the WCWD is urged to install water savings devices in their homes and gardens. These devices include plumbing retrofit installations (low-flow showerheads, sink aerators, toilet volume reducers) and toilet leak detection tablets. Each customer is further urged to adopt such other water usage (e.g., drip irrigation, high efficiency appliances, ULF toilets) and re-usage practices (i.e., greywater recycling) and procedures as are feasible and reasonable. The District will continually look for State or other funding to support installation of infrastructure for additional water sources or water recycling for non-potable uses (i.e. rainwater capture, greywater recycling, and stormwater recycling).

## **12. WINTERIZING**

The District expects all customers to take all prudent measures to ensure that plumbing and pipes within the customer's sphere of influence are properly insulated and/or proper winterizing measures are taken to prevent pipes from freezing and creating system leaks.

## **13. METER READING**

As a standard practice the District will read each meter monthly to monitor usage. All meters may be read more frequently if directed by the Board.

## **14. WATER USE ANALYSES**

The WCWD shall review water usage monthly and conduct annual statistical analyses of water use by season and water year type to determine typical use profiles for all metered customer hook-ups. This information will be used to identify leaks and/or theft within the system.

## **15. WATER LEAKS**

The WCWD will encourage the rapid repair of identified leaks within the customer's sphere of responsibility (i.e., customer pipe). Customers will be notified of leaks identified by WCWD via mail and/or a phone call with a letter prepared by the General Manager or an official Board Representative. The customer will have until the next billing period or one month to repair the leak (whichever is longer). If after this period the leak remains unfixed, the WCWD Board will again attempt to contact the customer by phone or mail to determine when the leak can be repaired. Customers may request longer than one month to deal with the repair in writing to the Board of Directors, which must include an explanation of the problem, the plan for repair and the reasons for an extension. Leaks left unrepaired after three notifications to the customer will result in action by the Board to charge a negligence fine of an additional \$250 per bill thereafter.

## **16. EXCESSIVE USE**

### **7.1.1**

If a customer is a persistent Excessive User (based on median customer use over two out of any three consecutive months), the WCWD may install a flow-restrictor or other water service limiting device at that customer's service connection point.

### **7.1.2**

Each property behind a meter will be expected to average less than 20,000 gallons per month over the course of one calendar year, per Resident in a Dwelling. If excessive use is determined, WCWD may consider this usage as "Commercial" and charge the appropriate monthly fee.

## 17. FORGIVENESS POLICY

### 7.1.3 Accidental catastrophic line break

Each property may be forgiven 1 accidental catastrophic line break every 5 years, at the Board's discretion. The customer will be charged for the previous month's usage if they provide sufficient evidence to the Board.

### 7.1.4 Fire/Emergency usage

If a customer uses an excessive amount of water due to their property being in imminent danger, and they provide the Board with sufficient evidence, the Board may agree to bill for the previous month's usage.

## 8 RESTRICTIONS, WRONGFUL ACTS, AND ENFORCEMENT

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The WCWD may bring a civil action for damages pursuant to Civil Code section 1882 et seq. for an actual or attempted diversion of water, unauthorized connection, or tampering with or damage to District equipment. In such a civil action, the WCWD may recover as damages three times the amount of actual damages, plus its costs of the suit and reasonable attorney's fees.

The District is authorized under California statutes to establish and enforce its Policies and Procedures, and to enforce certain laws and restrictions referenced herein. Any violation of these Policies and Procedures shall be cause for the Board of Directors to apply such penalties as may be provided by law, or to take any other action as deemed appropriate, including the discontinuance of water service.

## 18. WRONGFUL ACTS SUBJECT TO PENALTIES

### 8.1.1

The following acts are violations of State law and are subject to penalties imposed by the District. Many offenses are misdemeanors under the laws of California for which the offender may be criminally prosecuted.

No person shall:

#### *8.1.1.1*

Divert or cause to be diverted any District water without authorization or consent of the District;

#### *8.1.1.2*

Make or cause to be made any connection or reconnection to facilities owned or used by the District, to obtain water without authorization or consent of the District;

#### *8.1.1.3*

Prevent any meter or other device used in determining the charge for service from accurately performing its measuring functions by tampering or any other means;

#### *8.1.1.4*

Tamper with any property or facilities owned or used by the District to provide water service;

**8.1.1.5**

Use or receive direct benefit from the District's facilities with knowledge or reason to believe that the diversion of water, or the tampering or unauthorized connection with District water facilities existed at the time of such use, or that the use or receipt of benefit was without authorization or consent of the District;

**8.1.1.6**

Cause damage to any water facility or related appurtenances above or below ground intentionally, or by carelessness or neglect.

**8.1.1.7**

Take water from any District facility or District authorized metering device without District permission.

**19. DROUGHT RULES ENFORCEMENT**

WCWD has developed and adopted the current "*WCWD Drought Response Plan*". This plan includes four water supply scenarios that are linked to NID's and the State's drought declarations and water year types. Under each scenario, the WCWD has specified actions that the District will take to ensure that water supplies to its customers are secure as much as feasible. In addition, each scenario includes actions that the District expects its customers to take to conserve potable water resources during these periods of scarcity. During drought or water shortage scenarios (i.e. Scenarios 2, 3 and 4) there are *mandatory* conservation measures, in addition to the year-round mandatory measures described in Section 7.3 "Water Conservation Measures" above, that are expected of all District customers. Adoption of these conservation measures will be tracked via water metering and community reporting either via mail or email. If conservation measures are not being followed the District may respond in any or all of the following manners:

- Written notice of the infraction with guidance to be fully compliant within a stated time period.
- Drought Surcharge added to all future billing until the customer is fully compliant
- Installation of a flow-restrictor or other water service limiting device at that customer's service connection point
- Termination of Service

**20. TERMINATIONS OF SERVICE FOR REPAIR OF EQUIPMENT**

If the WCWD's equipment at a Service Connection Point has been tampered with or altered, the WCWD may stop service to the parcel until the District can repair the equipment. If a Backflow Prevention Assembly has been tampered with or altered, the WCWD shall stop service to the parcel until the Backflow Prevention Assembly is restored to proper working order. Service will not be restored until repairs are completed.

**21. THEFT OR OTHER UNAUTHORIZED USE OF WATER**

**8.1.2**

Water theft is prohibited. Each act of water theft constitutes a misdemeanor.

**8.1.3**

The taking of water from any fire hydrant, valve, pipe or other District facility or connection to a District facility, to which a District authorized metering device has not been installed by the District is considered water theft. Water theft is the taking of water by any means without paying the District charges or by tampering with District property.

**8.1.4**

The District will report any theft of water to the appropriate prosecuting agency and press for prosecution of said activity pursuant to the Penal Code.

**8.1.5**

In addition to pursuing criminal penalties, the District, upon discovering a theft of water or tampering with District property, may also pursue the following remedies or other remedies available at law or equity:

***8.1.5.1***

Turn off water service to any customers/connections who participated in the violation;

***8.1.5.2***

Confiscate any equipment or tools used to accomplish the water theft that are attached to District property. Confiscated equipment will be held by the District until fines and other charges are paid; and/or

***8.1.5.3***

Charge the customer(s) or perpetrator(s) a civil fine of \$1,000 for each occurrence, which amount is a reasonable estimation of the damages that the District suffers for an act of water theft.

**8.1.6**

Payment must be received by the District prior to water service being restored.

**22. GENERAL DAMAGES AND APPEAL PROCESS**

Any person who commits any of the wrongful acts may be charged three times the amount of actual damages sustained by the District. The Board or their representative shall calculate the amount of damages and penalty to be imposed, and shall send a bill to the offender for payment of the damages or penalty.

The decision of the Board shall be considered final. The offender receiving the bill may contest the validity or accuracy by filing a written appeal to the WCWD Board, within 30 days of the date of its mailing.

If such an appeal is filed, the appellant shall be notified of the time and place of the Board’s meeting at which the matter will be considered. The hearing shall be within 60 days of the date of filing the appeal, unless otherwise agreed between the appellant and the Board. Opportunity will be given during the meeting for the appellant to be heard and to present evidence.

After hearing the evidence and considering the matter, the Board will make a decision. Within 5 days thereafter, any amount due and owing, as determined by the Board, must be paid in full. The provisions

of Section 1094.6 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of the Board's decision.

## 9 APPLICATION FOR WATER SERVICE

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### 23. REQUIRED INFORMATION

Each Applicant must sign and submit an application for water service, WCWD Customer Information Form Appendix A. Applicants shall provide evidence that they are owners of record for the property to be served and may be required to provide proof of identification. Applications may be obtained by mail request to PO Box 34, Washington CA 95986, or by email request to washingtoncowtr@gmail.com.

### 24. INDIVIDUAL LIABILITY AN APPLICANT AND PROPERTY OWNER

All individuals who apply for service as Property Owners shall be jointly and severally liable for payment of bills until the WCWD is notified that ownership of the property has been changed.

### 25. SERVICE TO A TENANT

Tenants may not apply for water service in their name. The service must remain in the property owner's name. However, a renter can be listed as the payee by the owner, who must also sign the account agreement, WCWD New Customer Form Appendix A. For billing to be sent to the tenant the Property Owner **must also** fill out the WCWD Landowner Tenant Form Appendix B. This form clarifies that while billing can be transferred to a tenant, the ultimate responsibility for payment of all WCWD fees rests with the landowner and if necessary will be added to county property taxes for collection.

### 26. SALE OF PROPERTY

#### 9.1.1

Customers that wish to close their account with the WCWD due to sale of the property are required to notify the WCWD in writing. Notification ensures proper closure of the account, including providing the exact date the customer will no longer be living at the property for final billing. The WCWD also needs written authorization to discontinue water service on the date specified on the notice. The forwarding address information on the notice allows the WCWD to mail a final bill or any refunds that may remain on the account.

#### 9.1.2

New customers must complete an application for new water service (WCWD Customer Information Form Appendix A) and return it to the WCWD.

# 10 WATER RATES AND CHARGES

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## 27. GENERAL BASIS OF RATES AND CHARGES

The WCWD shall set water rates and charges in amounts sufficient to cover all WCWD fixed and variable costs of operation and maintenance, plus system rehabilitation, reconstruction, major maintenance, and improvements for existing connections. The District is also committed to continuing to improve the efficiency and sustainability (for the use of both power and water) of the water distribution system as much as feasible.

## 28. DROUGHT/EMERGENCY SURCHARGE

During severe droughts or water shortages, customers may be required to pay a drought surcharge to pay the cost of more frequent meter reading, water use enforcement and outreach activities, customer audits and/or to secure other sources of water or to complete necessary water shortage-related repairs or upgrades. Surcharges may be required of all customers with a metered connection, or they may only be levied on households not obeying the Mandatory Drought Responses as detailed in the current “WCWD Drought Response Plan”. Prior to the surcharge being added to a bill the customer(s) will be notified in writing of the amount of the fee and an explanation for the reason for the fee. Drought Surcharges levied as a response to non-compliance with Mandatory Conservation Measures can be appealed in the same manner as described under Section 8.5 “General Damages and Appeal Process”, above.

## 29. CONNECTION FEE AND COSTS

### 10.1.1 Costs to Activate a new Water Connection or to Remove a Water Connection

The WCWD shall extend water service to the property line, at the closest point convenient for the District, at the property owner’s sole expense. Property owner shall pay the full cost for the installation of any new water service connection. All work will be performed by a District-appointed contractor. The cost of the work shall be based on time and material rates from third party contractors and include mark-up for overhead and profit and District administration expenses. The property owner is required to pay a deposit for 100% of the estimated cost of the work, prior to commencement of the work. Once the work is completed and all costs are determined, the final amount for the cost of the work will be determined. If the final amount for the cost of the work is more than the deposit amount, the property owner must pay the balance to the District within 30 days from the date of the invoice. If the final amount is less than the deposit, the District will refund the difference to the property owner. This policy shall also apply to the removal of a connection.

### 10.1.2 Service Connection Fee

A non-refundable Service Connection fee of \$1500 will be charged for new connections.

### **30. ADJUSTMENT OF RATES AND CHARGES**

The WCWD will periodically analyze its rates, rate structure and charges and may propose appropriate adjustments. The WCWD Board will consider any proposed adjustments in compliance with applicable State law(s).

## **11 RENDERING AND PAYMENT OF BILLS**

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### **31. RENDERING OF BILLS**

Bills for service will be rendered to each customer on a monthly basis. Bills shall be sent to the property owner, unless the property owner requests in writing that bills be sent to the current resident of the parcel. In all cases, the property owner shall be responsible for payment (see also Section 9.3 “Service to a Tenant” for additional information).

### **32. PAYMENT OF BILLS**

WCWD bills will be mailed monthly and will be due and payable immediately. Accounts that are 60 days past due will be subject to disconnection for non-payment. Cash will not be accepted.

### **33. BILLING DISPUTE**

If a customer believes that there is an error on their invoice, it is the customer’s responsibility to immediately contact WCWD by telephone, email, website, or in writing within 5 Business Days of receipt of the invoice in question.

washingtoncowtr@gmail.com

<https://washingtonwater.specialdistrict.org/>

WCWD (530) 265-4720

WCWD, P.O. Box 34, Washington, CA 95986

When a customer claims a payment was made, it is the responsibility of the customer to produce proof of payment (e.g. canceled checks or money order receipts/stubs).

### **34. DWELLING COUNTS**

WCWD will use a 3rd party or service to perform assessments to determine the number of billable dwellings on each parcel. This 3rd party will be used on an as needed basis to verify the number of dwellings and whether they are occupied or not.

### **35. PAST DUE TENANT PAYEE**

WCWD will notify property owners if/when any of their tenants become 30 days or more past due.

### 36. LATE FEE(S)

A 10% late fee will be assessed on all accounts not paid in full by the assigned bill due date.

## 12 DISCONNECTION AND RESTORATION OF SERVICE

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### 37. DISTRICT PROCESS FOR NONPAYMENT OF BILLS

Sixty days after the billing date, a bill becomes delinquent. When the bill becomes delinquent, a 20 Day Shut-Off Notice will be sent out via first Class US Mail to the customer and hung on the property in plain sight. Seventy days after the bill becomes delinquent a 10 Day Shut-Off Notice will be sent out via certified US Mail to the customer. The customer will be charged for the cost of postage for each certified letter notifying of past due payment. Ten days after the "10 Day Shut-Off Notice" was sent, a 48-Hour Final Warning/Shut-Off Notice will be posted on the property in plain sight. If water is disconnected, the reconnection charge shall be \$100.

If service has been disconnected for more than 15 business days the District may file a lien with Nevada County for all amounts owed, including the costs to file the lien.

### 38. RESOLVING DELINQUENT ACCOUNTS

To qualify for reconnection, or to avoid disconnection, the customer must be in good standing with their account; this is done in one of the following ways:

- Pay balance in full, including reconnection fees.
- Set up a payment plan in order to avoid a discontinuance of service by contacting the district bookkeeper. The general guidelines for payment plans are:
  - Pay reconnection fees if water was disconnected.
  - The maximum number of monthly installments is twelve.
  - The first payment will be due within 30 days of establishing the plan.
  - A payment plan summary shall be mailed to the customer in order to avoid misunderstandings.
  - All subsequent water bills must be kept current during the duration of the payment plan.
  - If the current bill is not paid on-time a shut-off notice will be sent per procedure 10-A and the payment plan shall be voided.

### 39. DISCONNECTION OR RECONNECTION OF METERED SERVICE

Only District personnel or its agents are authorized to disconnect or reconnect water service at the meter, any damage caused by unauthorized tampering may be subject to other fees.

#### 12.1.1 Voluntary Disconnection

- A customer may choose to voluntarily disconnect their water service.

- Vacant dwellings will have a water shutoff lock installed at the end of the billing period in which the request was made. The customer must notify the WCWD to request a reconnect to the water system.
- There will be a reconnection fee of 12 times the monthly base rate.

**12.1.2 Involuntary Disconnection (non payment, etc)**

- A water-shutoff lock will be attached to the customer’s connection when the property or dwelling customer has a delinquent account.
- The District, at its discretion, may require a deposit to be collected to cover the cost of a future reconnection.

**40. FOR NONCOMPLIANCE WITH RULES**

The WCWD may discontinue service to any customer for violation of these rules after it has given the customer at least 10 days written notice of such intention and has posted a 48-hour Notice on the property. Where safety of water supply is endangered, service may be discontinued immediately without notice.

**41. FOR WASTE OF WATER**

Where negligent or wasteful use of water threatens WCWD’s ability to provide reliable water service to other customers, the WCWD may immediately shut off service to the parcel but shall resume service within 24-hours after the customer has taken appropriate corrective action. A charge may be imposed on the customer for all fees related to disconnection and reconnection of service.

**13 SERVICE CONNECTIONS, METERS, AND CUSTOMER’S FACILITIES**

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**42. BACKFLOW PREVENTION**

Per state law, all commercial customers need to have a Backflow Preventer installed. The installation, certification, maintenance, etc for these Backflow Preventers is the responsibility of the customer. If the customer does not install, certify, or maintain their Backflow Preventer, the WCWD will install one and charge the customer a monthly fee set, at the discretion of the WCWD, to cover the cost of installation, certification, maintenance, administration, etc.

**43. METERS AND DISTRICT SERVICE PIPE**

The WCWD, from dedicated public rights of way, road and utility easements, or easements granted to the WCWD, will install and maintain a district service pipe, one meter and meter box, connecting each parcel within the District to the WCWD’s water distribution system. The WCWD’s water service connection shall not entitle a landowner the delivery of water beyond the nearest point at which the WCWD determines that water is available, which will generally be the closest point at which the water distribution system approaches the parcel. (see Appendix C for District Cross-Connection Policies)

#### **44. CUSTOMER SERVICE PIPE**

The customer is responsible for installing and maintaining the customer service pipe from the customer's side of the meter to service their property, along with any required booster pump or pressure reduction valve.

#### **45. WATER SHUTOFF LOCKS**

Water Shutoff locks will be installed for Vacant Dwellings and Delinquent customers. The WCWD reserves the right to enter the property to install these locks. WCWD will work with the property owner to install water shut-off locks for any delinquent tenants. Tampered or damaged locks will be charged to the customer or property owner.

#### **46. ADDITIONAL METERS**

WCWD will generally only set 1 meter per parcel except as requested by the customer or required by the infrastructure configuration. If an additional meter is requested for a parcel, the customer will be responsible for all costs and fees for said installation.

#### **47. CONSTRUCTION WATER METERS**

All construction water will be delivered through a temporary metered connection from a fire hydrant or other available distribution infrastructure, the location being determined by the District. Construction water meter deposit, usage rates and monthly service shall be determined by the District. Meters will be read monthly and billed as determined by the Board. Delinquent accounts will be disconnected. Bypassing construction water meters or other unauthorized use of water will result in forfeiture of the meter deposit along with no further access to construction water.

## **14 NOTICES**

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#### **48. NOTICE TO CUSTOMERS**

Notice to a customer will normally be in writing and, depending on the type of notice, will either be delivered or mailed to the customer's last known address. It is the responsibility of customers to provide updated mailing addresses and other contact information (i.e., email address and phone numbers). In emergencies or when circumstances warrant, the WCWD will endeavor to promptly notify the customer affected and may make such notification orally, either in person or by telephone and shall follow up with written notification.

##### **14.1.1 Discontinuance of Service**

As detailed in Section 12.1 "District Process for Nonpayment of Bills", the WCWD shall make a reasonable attempt to contact an adult person on the residential customer's property prior to any discontinuance of service. The WCWD shall post in a conspicuous location at the premises, a notice of discontinuance of service at least 48 hours prior to discontinuation of service.

### 14.1.2 Courtesy Notice

The WCWD may make telephone courtesy calls regarding normal maintenance activities if a phone number has been provided to the District on the Customer Information Form (Appendix A).

## 49. NOTICE FROM CUSTOMERS

A customer may notify the WCWD by:

- email at: [washingtoncowtr@gmail.com](mailto:washingtoncowtr@gmail.com)
- telephone at: 530-265-4720
- the WCWD website at <https://washingtonwater.specialdistrict.org/>
- letter to the WCWD, P.O. Box 34, Washington CA 95986.

## 2.15 EMPLOYMENT POLICIES

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### 1. Definitions

#### **“At-Will” Employment**

The job of an “at-will” employee is not guaranteed. It may be ended, at any time and with or without notice, by the employee or, for lawful reason, by The District.

#### **Types of Worker**

Employee status is established at the time of hire and may only be altered via a written statement signed by the Board.

##### **Exempt vs. Non-Exempt**

The majority of employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standards set by state law and Federal Labor Standards Act. This class of employee is usually an executive, an administrator, or a highly paid specialist.

##### **Regular vs. Temporary**

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 40 hours per week.

A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an “at-will” basis. *Due to our geographical isolated small community in cases of urgency it is expected that temporary employees may be hired from the local residents on a short-term basis to help with work assignments.*

##### **Independent Contractors & Consultants**

Independent contractors and consultants are not District employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under

District direction, and control their own methods, materials, and schedules. They are not eligible for District benefits.

## 2. 15.1 PAYMENT SCHEDULE & TIMESHEETS

Salaries and wages are paid on a semi-monthly basis. Hours worked for the first half of the month, from the 1st through the 15th, are paid on the Monday or Thursday closest to the 20th of the month. Hours worked in the second half of the month, from the 16th to the end of the month, are paid on the closest Monday or Thursday to the 5th of the following month.

Reported time is rounded to the nearest quarter hour. Hard copy WCWD Staff Timesheets shall be completed by employees and submitted to the WCWD secretary within 1 day of the pay period ending. The WCWD secretary will review and sign the timesheets and then submit timesheets to the WCWD bookkeeper. The bookkeeper will draft a Pay Request and send it back to the secretary. The Board secretary must get the Pay Request signed by 2 members of the Board as well as initials from 2 members of the Board on the timesheets and return the form to the bookkeeper who then submits it to the County for pay.

## 3. 15.2 WAGES

Wages vary from employee to employee and are based on job description, level of skill and experience.

**15.2.1 Overtime** - A non-exempt employee may work overtime on the terms defined by California law pending prior authorization by the Board. In the case of an emergency, if overtime was required, the employee will notify the Board of the overtime. For the non-exempt employee Calculation of Overtime Pay results only in those cases when the actual hours “worked” exceeds forty (40) hours during the established work week (Sunday through Saturday) and will be at the rate of one and one-half times the employee's regular rate of pay. Overtime pay, at the rate of one and one-half times the employees’ regular rate of pay will also be paid for all hours worked in excess of eight up to and including 12 hours in any workday, and for the first eight hours of work on the seventh consecutive day of work in a workweek, and double the employee's regular rate of pay for all hours worked in excess of 12 in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. Holiday pay does not count towards hours worked.

Definition:

**Emergency** A situation whereas the water plant, operations and/or distribution system is unable to deliver safe, reliable clean drinking water to its customers. If at any time any one of the 3 areas are not able to meet its own definition of operational the system shall be considered in emergency response until corrected for and corrections made approved as adequate by the WCWD

**15.2.2 Fringe Benefits:** Fringe benefits are benefits in addition to an employee’s wages. Any monetary benefit an employer offers in exchange for an employee’s services that does not include their salary is a fringe benefit. Some, but not all, fringe benefits examples include: Health insurance, Paid time

off (PTO) and sick leave, Tuition assistance or reimbursement and Retirement benefits. The Washington County Water District ONLY offers PTO, sick leave, and Tuition Reimbursement. No other fringe benefits are offered.

**15.2.3 PTO Paid Time Off - Vacation** It is the policy of the Washington County Water District to grant annual vacations to all eligible employees. Eligible employees are full time non-exempt employees. New employees shall accrue 3 hours and 8 seconds of vacation on every paycheck until their one year anniversary, not to exceed 80 hours.

Up to 40 hours of unused vacation may be carried over into the next year. In an attempt to encourage the use of accrued vacation benefits, all unused vacation will be forfeited if not used. Vacation pay is based on our regular rate of pay.

**15.2.4 Sick Leave-** sick leave entitlements for California employees, including part-time and temporary employees, are five paid sick days per year. The law requires employers of all sizes to provide 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year or in each 12-month period. Any employee who works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment. Sick time is paid at the employee's current rate of pay. Unused, accrued paid sick leave must be carried over to the following year and will be capped at 48 hours. Washington County Water District is not required to pay out accrued, unused paid sick days at the time of termination, resignation or retirement. If an employee is re-hired within one year, previously accrued and unused paid sick days shall be reinstated.

**15.2.5 Tuition- Continuing Education, Personal Development, & Certification Reimbursements-** Washington County Water District will reimburse an employee up to a maximum of \$500.00 per year for education through an accredited program that either offers growth in an area related to his or her current position or that may lead to promotional opportunities. Eligibility-Full-time and Part-time regular employees who have completed six-months of employment are eligible under this policy. This education may include college credit courses, continuing education unit courses, seminars and certification tests that are job-related. If an employee would like to pursue a job related certification that exceeds \$500.00 the request must be presented to the Board for consideration and voted on by the Board.

An employee must secure a passing grade of "B" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received.

#### **Procedures**

To receive reimbursement for educational expenses, employees should follow the procedures listed here: Prior to enrolling in an educational course, the employee must provide his or her

manager with information about the course for which he or she would like to receive reimbursement and discuss the job-relatedness of the continuing education. Once the course is successfully completed, the employee should submit a tuition reimbursement request as well as receipts and evidence of a passing grade or certification attached.

### **15.3 DEDUCTIONS & GARNISHMENT**

Federal and state law requires that we deduct the following from every paycheck:

- Social Security
- Income tax (federal and state)
- Medicare
- State Disability Insurance & Family Temporary Disability Insurance
- Other deductions required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year's wages and deductions will be provided at the beginning of each calendar year. If at any time you wish to adjust your income tax withholding, please notify the bookkeeper.

## **4. 15.4 EMPLOYEE RAISES**

### **1. 15.4.1**

Increases to the state minimum wage will be reflected as wage increases to all WCWD employees.

### **2. 15.4.2**

Certification-based raises are determined at time of hire or in job descriptions.

### **3. 15.4.3**

Performance evaluations may or may not be accompanied by pay raises.

## **5. 15.5 EMPLOYEE EVALUATIONS**

### **1. 15.5.1**

The General Manager will receive one evaluation performed by two WCWD directors 90 days after hire and no less than once a year thereafter. Evaluations will be done in December.

### **2. 15.5.2**

Other employees will receive one evaluation from the General Manager 90 days after hire and no less than once a year thereafter. Two WCWD directors will review the General Manager's evaluations before they are given to employees. Evaluations will be done in December.

## 6. 15.6 HARASSMENT POLICY

Harassment of an applicant or an employee by a Board member, supervisor, co-worker, vendor, or customer on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation will not be tolerated. This policy applies to all workplace behaviors and forms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, leaves of absence, compensation and training. It also applies to any District employee (paid or unpaid) acting on behalf of the District on or off the job site. Disciplinary action up to and including termination may be instituted for behaviors described in the definition of harassment referred to below. Any retaliation against a person for filing a harassment charge or making a harassment complaint is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action, which may include termination.

### Definition:

Harassment includes, but is not limited to Speech, such as lewd propositioning, epithets, stereotypical or derogatory comments or slurs on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, or race, ethnicity-oriented stories or jokes.

Physical acts such as assault, impeding or blocking movement, or offensive touching, or any physical interference within normal work or movement when directed at an individual on the basis of race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.

Visual insults, such as derogatory posters, cartoons, or drawings related to race, color, national origin, ancestry, religion, sex, age, physical disability, mental disability, medical condition, marital status, pregnancy, or sexual orientation.

### Complaint Procedure:

An employee or job applicant who believes he or she has been harassed should immediately make a complaint either orally or in writing with any of the following:

- immediate supervisor
- any District Board Member

Any manager, supervisor, employee or District Board Member who receives a harassment complaint shall immediately notify the District Board.

Employees are to refer individuals to the District Board when allegations or concerns of unlawful harassment are raised. If an employee believes that unlawful harassment has occurred, they should report the incident to the District Board, even if the affected employee does not wish to report it. The employee should regard all information reported to the Board as confidential and should not share it with other employees, except as required.

The District will handle complaints of any type of harassment immediately. Appropriate steps will be taken by the Board and employees to resolve complaints as confidentially as possible. In addition, the District recognizes that false accusations of sexual harassment can have serious effects on innocent women and men. Therefore, sanctions will also be imposed, as appropriate, on those who intentionally make false - rather than good faith, but erroneous - accusations. The District will impose the sanctions in a timely manner. Unlawful harassment does not refer to occasional compliments of a socially acceptable nature. Unlawful Harassment refers to behavior that is not welcome and that is offensive.

An employee or job applicant also has the right to file a complaint with the state Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission.

## 7. 15.7 SUBSTANCE ABUSE POLICIES

### 1. 15.7.1 Regulations Governing Substance Abuse

Purposes: The District recognizes that in order to maintain a safe, effective and productive work environment, it is necessary to identify job applicants and employees who are currently using alcohol, marijuana, cocaine and other drugs that might interfere with job performance. The purposes of this policy are as follows:

To establish and maintain a safe, healthy working environment for all employees.

To reduce the incidence of accidental injury to person or property.

To reduce absenteeism, tardiness and indifference to job performance.

To provide assistance toward rehabilitation for any employee who seeks the District's help in overcoming any addiction to or problem with, alcohol and other drugs.

This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to the use of alcohol or other drugs or to job performance.

### 2. 15.7.2 Definitions

Drugs: Any chemical substance, which produces physical, mental, emotional or behavioral changes in the user. For purposes of this policy, the word "drugs" includes but is not limited to Alcohol, Marijuana, Cocaine, Heroin, PCP, Methamphetamine, LSD, all prescription medications, sedatives and narcotics.

Alcohol: Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in beer, wine and distilled liquor.

Illegal Drugs: "Drugs" as defined above, the possession or use of which is unlawful pursuant to the laws of the State of California or any Federal law or regulation.

Intoxicating Substance: Any substance which produces changes in the physical, mental, emotional state or behavior, for example, glue and paint thinner, in addition to alcohol and other drugs.

### 3. 15.7.3 Pre-employment Testing:

The District will begin testing job applicants as part of the pre-employment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

4. **15.7.4 Pre-employment Procedure.**

1. All applications for employment will contain a statement to prospective applicants advising them that the selection procedure includes taking and passing a pre-employment medical examination, which includes testing for the presence of drugs or other intoxicating substances.
2. Applicants who are referred for a pre-employment examination will be required to sign consent forms authorizing the substance screening and the release of the test results to the authorized District.
3. Any applicant who refuses to sign the consent form(s) or to submit to testing will not be considered for employment.
4. Test results are confidential and will not be released except to appropriate District personnel, the applicant upon written request, or pursuant to court order.
5. Testing will be conducted by a clinical laboratory licensed by the State Department of Health Services or a public health laboratory certified by the State.
6. Testing will be one of the following forms: Urinalysis, Breathalyzer, Blood test.
7. Applicant's whose test results are negative for drugs will be deemed to have passed that portion of their medical examination.
8. Test analysis that results in a positive indication of the presence of drugs will automatically require reanalysis of the original sample by an alternative method.
9. If the reanalysis reflects a negative indication, the applicant will be deemed to have passed this portion of the medical examination.
10. Where the reanalysis results in a second indication of the presence of an intoxicating substance, the applicant will not be considered for employment but may reapply after a period of one year has expired.
11. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the presence of that medication will not prohibit employment, if the applicant's physical condition would not otherwise prevent employment.

5. **15.7.5 Employee Substance Abuse Testing Policy**

- A. The District recognizes that substance abuse is a national problem and that substance abuse can result in injury, physical and monetary loss, death and human suffering. In response to this problem, the District hereby adopts a policy to help identify employees whose use of alcohol, drugs and other intoxicating substances affects their performance in the work setting.
- B. It is the District's intention to not only identify employees with substance abuse problems, but also to offer assistance to those employees who are willing to accept help with their problems.
- C. This policy supplements, but does not replace, disciplinary rules and procedures currently in force relating to violations of District bylaws and policies with regard to the use of drugs or alcohol or to job performance.

6. 15.7.6 Procedures:

The District will give each new employee a copy of this policy, receipt of which will be acknowledged by signature of each employee, to be kept in the employee's personnel file.

7. 15.7.7 Testing:

An employee will be required to submit to a test for the detection of alcohol, drugs or other intoxicating substances in the following situations:

Randomly

When the employee reports to work and is apparently (as observed by other staff, District Board members or the public) intoxicated or under the influence of an intoxicating substance; for example, staggers, smells of alcohol, exhibits thick or slurred speech, or is incoherent.

Drinks alcoholic beverages or uses drugs while on the job.

Is observed in possession of alcoholic beverages, drugs or other intoxicating substances while on the job.

When any of the following incidents occur:

An employee is involved in an accident while using a company vehicle.

An employee is involved in an accident that causes injury to persons or property.

An employee exhibits dangerous or bizarre behavior.

An employee is required to submit for testing under the provisions of the Department of Transportation Commercial Driver's license program.

8. 15.7.8 Investigation:

When any of the above incidents triggers the possibility of requiring the employee to submit to a test, the District Board should, if at all possible:

A. Make personal contact with the employee to determine if there are factors present that would indicate that the employee may be under the influence of, or may have used a drug or intoxicating substance or is in possession of these substances.

B. Collect and record all facts pertinent to the reasons for suspecting substance use.

C. If it appears that the employee may be involved in such use of alcohol, drugs or intoxicating substances or is in possession of these substances while on duty, refer to the Nevada County Sheriff (if appropriate) and the District Board for appropriate disciplinary action, or, if the employee is injured and being treated for the injury, arrange for a test at the treating facility

9. 15.7.9 Results of Test:

A. If all test results are negative, AND no possession of alcohol or drugs are verified, the employee will continue in service,

B. Test analysis that results in a positive indication of the presence of drugs or alcohol will automatically require a reanalysis of the original sample by an alternative method. If the test is positive after reanalysis or possession of alcohol or drugs while on duty are verified, the employee will either:

1) Be disciplined pursuant to disciplinary procedures set forth in existing District bylaws and policy, and/or

2) Be placed on medical leave of absence until found to be medically fit to return to work.

**10. 15.7.10 Refusal to Submit to Testing:**

If any District staff (paid or unpaid) refuse to submit to testing as per the Policies and Procedures described above, the staff member shall be subject to disciplinary action, which may include termination.

**11. 15.7.11 Voluntary Assistance:**

Alcoholism and drug addiction are treatable illnesses and the District encourages employees to seek professional assistance with substance abuse problems. In line with this policy, the District hereby adopts the following procedure for those employees who voluntarily seek competent medical assistance:

A. Any employee who requests time off work to enter into a certified substance abuse treatment program such as a hospital or state licensed treatment center, will be given a medical leave of absence for a period of up to thirty (30) days.

B. Cost of the treatment is the employee's responsibility in conjunction with his/her medical insurance.

C. An employee will not receive any pay or salary while on medical leave except for accrued sick leave benefits or other disability benefits to which he/she is individually entitled.

D. An employee on medical leave may return to work upon furnishing a physician's statement, which reflects that the employee is medically fit to return to work

E. The personnel records of an employee who voluntarily seeks assistance shall not reflect the reason that a medical leave was granted nor shall there be any indication in the personnel file as to any diagnosis, the nature of the problem nor the place or type of treatment sought.

F. Any information received by the District in regard to an employee who is requesting a leave for this purpose will be kept strictly confidential.

G. The fact that a District employee has been on leave for treatment of a substance abuse problem shall not affect consideration for future advancement.

H. An employee may request up to two (2) separate periods of medical leave for substance abuse treatment while employed by the District. After a second leave is granted, the District may refuse to grant additional leave depending upon the medical circumstances of each case

**8. 15.8 FAMILIAL RELATIONS**

It is the policy of the Washington County Water District to seek for its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of close relatives in any staff category in the same or different departments so long as the following standard is met:

1. **15.8.1.1**

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative.

2. **15.8.1.2**

For the purpose of this policy, "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, in-laws & step-relationships, registered domestic partners, or unmarried co-habitants.

2.

When an individual is considered for appointment in a department in which a close relative is already assigned, review of this fact shall be required at all appointing levels. The objective of this review shall be to assure equity to all members of the agency.

3.

## 4. **16 CHANGES TO POLICIES AND PROCEDURES**

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1. **16.1 REVISIONS**

These Policies and Procedures may be revised from time by time by the Board of Directors using the following procedure:

1. **16.1.1**

Motion to discuss issue and subsequent discussion of issue at Board Meeting. Direct the secretary on the general agreement on how to address the issue.

2. **16.1.2**

Before the next Board Meeting, the secretary will write a draft revision, and add this to the next month's agenda.

3. **16.1.3**

At the next Board Meeting, draft revision is discussed and opened to comments from the public. After any minor edits, Board votes to approve or disapprove the revision. If approved, revision is incorporated into the Policies and Procedures document the next business day.

2. **16.2 INTERPRETATION**

The Board of Directors shall make final interpretations of the Policies and Procedures, and make determinations for circumstances not adequately addressed by these Policies and Procedures.

## 5.17 EXPENDITURE POLICIES

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### 1. 17.1 REIMBURSEMENT

#### 1. 17.1.1 Purpose

The purpose of this policy is to prescribe the manner in which District employees and directors may be reimbursed for expenditures related.

#### 2. 17.1.2 Scope

This policy applies to all employees and members of the Board of Directors and is intended to result in no personal gain or loss to an employee or director.

#### 3. 17.1.3 Implementation

Whenever District employees or directors desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their receipts to the General Manager.

#### 4. 17.1.4 Review

The General Manager will review and approve reimbursement requests before ultimately presenting to the board with regular warrants.

#### 1. 17.1.5

All expenses must be reasonable and necessary, and employees and directors are encouraged to exercise prudence in all expenditures.

### 2. 17.2 GAS & MILEAGE POLICY

#### 1. 17.2.1

Employees shall keep a log of mileage for personal vehicle usage for WCWD business, and turn it in to Office Manager by the 25th of each month

#### 2. 17.2.2

The current IRS standard mileage rate will be used for reimbursements.

#### 3. 17.2.3

Reimbursement will be paid via vendor warrant

### 3. 17.3 PROCUREMENT POLICY

### 6. PURPOSE

To set guidelines for fiscal and purchasing procedures that will be followed by the Washington County Water District. It is the intent of the Washington County Water District to fulfill its

fiduciary obligations through responsible purchasing practices. Except as otherwise directed by the District/Department Board, purchase of materials or contract for services or construction shall be made for the Washington County Water District in accordance with this policy.

## **SCOPE**

This policy shall apply to all employees of the District/Department including volunteer, reserve and full time. Board purchases are also included in this policy.

## **POLICY**

- A. To achieve financial responsibility and accountability for all funds and purchases conducted by the Washington County Water District.
- B. To set reasonable time frames and dollar amounts for necessary purchases for the Washington County Water District.

## **GUIDELINES**

### **A. Checks, Receipts, & Records:**

- 1. All District/Department checkbooks, registers and fiscal records shall be maintained by the District's Accountant, Bookkeeper or as directed by the District Board.
- 2. Only the Administrative staff may print District warrants for Board authorization and signature.
  - a. In the event the Administrative staff are not available, the Board Treasurer or his/her designee may print District warrants for Board authorization and signature

### **B. Authorization:**

#### 1. Purchasing:

In determining the method of acquisition of materials or contract for services or construction, a good faith effort will be made to estimate the complete and final cost including, but not limited to, shipping, handling, taxes, delivery, and installation. No purchase of similar items may be divided to make the amount less than the following dollar limitations or bidding process restrictions.

2. Purchases under \$500 do not require multiple bids but employees are expected to use good judgment in selecting a vendor. After determining budgeted funds are available in the respective section's budget, the item(s) needed may be ordered without further approval formality.

3. Purchases over **\$500 but under \$1,000** require solicitation of at least three (3) written or documented verbal quotations if available. After determining budgeted funds are

available in the respective section's budget, the item(s) needed may be ordered without further approval formality.

**4. Purchases over \$1,000 (aggregate)** require solicitation of at least three (3) written or documented verbal quotations. If the lowest quotation is not selected, a written explanation shall be documented. Board authorization is required for purchases over **\$1000**.

The Authorized User or his/her designee is authorized to spend no more than \$1,000 on any single purchase without prior Board approval. In an emergency the Authorized User or his/her designee is authorized to spend \$2,000. Within 24 hours thereafter, the Board shall be notified in writing if possible, or by verbal communication, with an explanation of the circumstances surrounding the emergency purchase.

a. Definition: **Emergency-*Severe impairment to public health and safety.***

b. The Washington Community is not located within any of the population centers of western Nevada County and lands within the district's boundaries are primarily designated Forest. Washington is a designated disadvantaged unincorporated community where the median household income is less than 80% of the statewide median household income. Due to Washington being a very small community and in a very remote location many times we have been unsuccessful in getting enough companies to survey for a bid, let alone perform the required work. All attempts to obtain at least three (3) written or verbal quotations will be documented and annotations made on negative responses or no response at all.

5. Purchases from **\$10,000** and above (aggregate) require solicitation of formal competitive bidding and/or Requests for Proposal. Bids and proposals will be presented to the Board with recommendations. The Board shall make the final decision through Board action.

6. Sole Source Service - When there is only one firm, company, or individual capable of providing a particular service or commodity, purchase may be made without bidding after determining the price is fair and reasonable. Sole source may also be employed to maintain continuity. Final decision for this exclusion rests with the majority of the Board.

7. Cooperative Purchasing - This policy shall not apply to purchases made by, through, or with the State of California, or its political subdivision, cities, or counties. Purchases may be made through other cooperative purchasing entities with approval of the Board.

8. Professional/Legal Services - Bidding and other requirements of this policy shall not apply to professional services, unless directed by the Board. Such services include, but are not limited to, attorneys, auditors, architects, physicians, janitorial services, engineers, ladder testing services. The Board may procure legal services without a bid or request for proposal, as it determines in its discretion, and may establish with legal counsel an "at will" relationship under all circumstances.

9. Issuance of District/Department Checks

- a. No District/Department checks will be printed without prior proper authorization.
- b. The Administrative staff must have verbal authorization from the Board and documentation prior to printing any District/Department checks.
- c. Only a person on the current year Nevada County District Commission Signature Authority can authorize the printing of a District/Department check.
- d. No one may authorize the printing of a District/Department check to him/herself, a family member, or any other way that would benefit them or their financial interest.

#### 10. Signatures

- a. All District/Department checks shall require signatures of two Board Members.
- b. No one may sign a District/Department check that is issued to him/herself, a family member, or a company in which they or a family member have an interest.

#### 11. Advancement of District/Department Funds

- a. There shall be no advancement of District funds such as stipends or future expense outlays. The only exception is for payment of educational registrations or travel/mileage on a case by case basis as reviewed and approved by the Board.

12. Grants and Awards-The grant agreement designates that the grantee will perform specific tasks and the grantor will compensate the grantee for the tasks performed. Details regarding these expectations are included in the grant agreement. The type of grant agreement will likely dictate the terms and conditions of payment. The grant program manager must be cognizant of the differences among the various requirements and ensure the agency adheres to the terms and conditions for receiving payment.

### **C. Use of District/Department Credit Card**

- 1. The District Credit Card use will be the responsibility of the Fire Chief and Water Operator.
- 2. The Authorization guidelines in section B above will apply to credit card purchases.
- 3. Card Use. The district authorizes the use of the credit card for the following purposes:
  - a. The purchase of authorized district supplies and equipment from suppliers where the district cannot establish a charge account.
  - b. The primary credit card issued for purchase of district supplies and equipment shall have a maximum credit limit of \$5000.00 per month.

4. Charge Card Processing Procedures. The user of the credit card shall comply with the following procedures:

- a. The charge slip for purchases of supplies and equipment must be submitted to the district before the next scheduled Board Meeting.
- b. The monthly billing for all charges on the credit card account must be submitted to the Board for approval of payment at the regular monthly Board meeting.
- c. All charges must be itemized showing the item(s) purchased, date of the purchase, the supplier and the name of the person who made the purchase.

5. Card Use Restrictions. No district credit card may be used to obtain a cash advance. The holder of the card must comply with the requirements. Failure to comply with the statutory or policy provisions shall result in a forfeiture of the credit card. All district credit cards are subject to recall by the Board of the Washington County Water District.

#### **D. Purchases Utilizing Federal Funds**

- a. Any Purchases that utilize federal funds shall be made in compliance with 2 CFR 200. And this purchasing policy. The following numbers correspond with 2 CFR 200.
- b. General Procurement Standards
  - i. Procurements by the Washington County Water District. when utilizing federal funds shall conform to applicable Federal law and the standards identified in this policy.
  - ii. The Washington County Water District shall maintain oversight to ensure that all contracts are performed in accordance with the terms, conditions, and specifications of their contracts or purchases.
  - iii. No employee, officer, or agent of the Washington County Water District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Washington County Water District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any Employee determined to be in violation of this section, could be subject to disciplinary action up to and including termination. Any Elected Official determined to be in violation of this section, could be subject to prosecution and or recall of their position.
  - iv. The Washington County Water District will consider consolidating or breaking out procurements to obtain a more economical purchase.
  - vi. The analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

v. The Washington County Water District or inter-entity agreements where appropriate for procurement or use of common or shared to the extent possible, shall utilize federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

vii. The Washington County Water District, to the extent possible, shall utilize use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or ask to ensure that its essential function is provided at the overall lowest cost.

viii. The Washington County Water District, to the extent possible, shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

ix. The Washington County Water District, to the extent possible, shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

x. The Washington County Water District, to the extent possible, shall utilize a time and materials type contract after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contracts are defined as a contract whose cost to The Washington County Water District is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

xi. The Washington County Water District, to the extent possible, shall, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

#### c. Competition

i. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;

2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

ii. The Washington County Water District shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

iii. The Washington County Water District ensures that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition.
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

iv. The Washington County Water District shall not preclude potential bidders from qualifying during the solicitation period.

d. Methods of procurement to be followed: The Washington County Water District will use one of the following methods of procurement when purchasing items with federal funds.

i. Procurement by micro-purchases - Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000. To the extent practicable, The Washington County Water District shall distribute micro purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations.

ii. Procurement by small purchase procedures - Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold

(\$250,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

iii. Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(l) of this section apply.

1. For sealed bidding to be feasible, the following conditions should be present:

A. A complete, adequate, and realistic specification or purchase description is available;

B. Two or more responsible bidders are willing and able to compete effectively for the business; and

C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

2. If sealed bids are used, the following requirements apply:

A. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond;

C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

E. Any or all bids may be rejected if there is a sound documented reason.

iv. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when

conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
4. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

v. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of several sources, competition is determined inadequate.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

i. The Washington County Water District shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ii. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

f. Contract cost and price.

- i. The Washington County Water District shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Washington County Water District shall make independent estimates before receiving bids or proposals.
- ii. The Washington County Water District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- iii. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the Washington County Water District.
- iv. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

g. Federal awarding agency or pass-through entity review

- i. The Washington County Water District shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed

for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document.

ii. The Washington County Water District shall make available upon request, for the Federal awarding agency or pass-through entity pre procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

iii. The Washington County Water District is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

1. The Washington County Water District may request that its procurement system be reviewed by the Federal awarding agency or pass through entity to determine whether its system meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
2. The Washington County Water District may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from The Washington County Water District that it is complying with these standards. The Washington County Water District must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

h. Bonding requirements; For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Washington County Water District provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

i. Contract provisions; All Washington County Water District contracts utilizing federal funds must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards. g. Appendix II to Part 200-Contract Provisions for the Washington County Water District Contracts Under Federal Awards; In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by The Washington County Water District under the Federal award must contain provisions covering the following, as applicable.

i. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Washington County Water District including the manner by which it will be affected and the basis for settlement.

iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$20,000 awarded by the Washington County Water District must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute,

contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Washington County Water District shall report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a halftime the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-767 lq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 126 89)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 2689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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8. 18 APPENDIXES

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5. 18.1 A) NEW CUSTOMER FORM

**WASHINGTON COUNTY WATER DISTRICT**

**CUSTOMER INFORMATION FORM**

\* All personal information received will be treated as confidential and will not be used by any individual or company other than WCWD

Landowner Name: \_\_\_\_\_

Service Street Address: \_\_\_\_\_

Meter Serial Number: \_\_\_\_\_

Phone: home \_\_\_\_\_ cell/alternate \_\_\_\_\_

Email : \_\_\_\_\_

Opt in to billing by email (circle one) Y/N

Opt in to WCWD Public Email Notice List (agendas, etc) (circle one) Y/N

Service/Billing start date: \_\_\_\_\_

Assessor Parcel Number (APN): \_\_\_\_\_

Billing Address- if different from service address: \_\_\_\_\_  
\_\_\_\_\_

If Rental, name of Renter: \_\_\_\_\_

Washington County Water District (WCWD) bills will be mailed accordingly to the landowner (unless the Landowner/Tenant Form is completed).

Bills are due and payable immediately. Accounts that are 30 days old will be subject to disconnection for non-payment.

**Method of Payment:**

- Personal and/or business checks are accepted
- Money orders and/or cashier's checks are accepted

**All payment must be made payable to: Washington County Water District or WCWD**

**All payments must be mailed to P.O. Box 34, Washington, CA 95986**

**Or**

**Placed in bill drop box at WCWD office behind the Fire Station**

Date: \_\_\_\_\_ Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Board Signature: \_\_\_\_\_

**6. 18.2 B) LANDOWNER/TENANT BILLING AGREEMENT FORM**

**LANDOWNER CONSENT TO TENANT BILLING**

I, \_\_\_\_\_, the owner of parcel number \_\_\_\_\_ within the County of Nevada, am responsible for payment of rates and charges of Washington County Water District (WCWD) for water service provided to said parcel. I hereby request that WCWD bill directly the agent or tenant payee for said parcel of property for all charges of WCWD for water service to:

**SERVICE ADDRESS** \_\_\_\_\_

I consent to said procedure and authorize the District to issue billings directly to the agent or tenant payee for said parcel of property. I understand that no billings will be sent to me after the date of the authorization. This authorization shall be continued until revoked in writing by me. I understand that I continue to be responsible for payment of all water charges at the amount billed to the agent or tenant, and in consideration for direct billing by the District to agent or tenant payee. The WCWD will notify me (the Property Owner) if/when the tenant payee becomes 30 days or more past due.

Please send payments to:

Agent or Tenant Payee name \_\_\_\_\_

Mailing address \_\_\_\_\_

Date\_\_\_\_\_

Owner's Signature\_\_\_\_\_

Owner's mailing address\_\_\_\_\_

\_\_\_\_\_

Owner's phone\_\_\_\_\_

**PLEASE RETURN TO WCWD OFFICE  
WCWD  
PO BOX 34  
WASHINGTON, CA 95986**

7. 18.3 C) CROSS-CONNECTION CONTROL POLICY

**Washington County Water District**

**Cross-Connection Control Ordinance**

**1.010 Purpose.**

The purpose of this chapter is (1) to protect the public water supply against actual or potential contamination through cross-connections by isolating sources of contamination that may occur within a water user's premises because of some undiscovered or unauthorized cross-connection on the premises; (2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (3) to eliminate cross-connections between drinking water systems and sources of contamination; (4) to prevent the making of cross-connection in the future.

**1.020 Definitions.**

- A. Board. "Board" means the board of the Washington County Water District.
- B. Air-gap separation, (AG). "Air gap separation" means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above from the top rim of the vessel, but in no case less than one inch.
- C. Approved backflow prevention assembly. "Approved backflow prevention assembly" means an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association, entitled: AWWA C506. (Current Revision) Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices, and have passed laboratory and field evaluation tests.
- D. Approved water supply. "Approved water supply" means any water supply whose potability is regulated by a state or local health agency.
- E. Auxiliary supply. "Auxiliary supply" means any water supply available to the premises other than the approved water supply.
- F. AWWA standard. "AWWA standard" means an official standard developed and approved by the American Water Works Association (AWWA).
- G. Backflow. "Backflow" means a flow condition caused by a differential in pressure that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back-siphonage is one cause of backflow. Back-pressure is the other cause.
- H. Contamination. "Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.
- I. Cost. "Cost" means the cost of labor, material, transportation, supervision, engineering and all other necessary overhead expenses.
- J. District. "District" means the Washington County Water District.

K. Cross-connections. "Cross-connection," as used in this chapter means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source of system containing unapproved water or substances that is not or cannot be approved as safe, wholesome and potable. By-pass arrangements, jumper connection, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be cross-connections.

L. Double check valve assembly, (DC). "Double check valve assembly" means an approved backflow prevention assembly of two internally loaded, independently acting check valves, including resilient seated shut-off valves on each end of the assembly and test cocks for testing the water tightness of each check valve.

M. Person. "Person" means any individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

N. Premises. "Premises" means any and all areas on a water user's property which are served or have the potential to be served by the public water system.

O. Public water system. "Public water system" means a system for the provision of piped water to the public for human consumption that has fifteen or more service connections or regularly serves an average of twenty-five individuals daily at least sixty days out of the year.

P. Reclaimed water. "Reclaimed water" means a wastewater, which, as a result of treatment, is suitable for uses other than potable use.

Q. Reduced pressure principle backflow prevention assembly. "Reduced pressure principle backflow prevention assembly" means an approved backflow prevention assembly incorporating two internally loaded check valves and an automatically operating differential relief valve located between the two check valves, including resilient seated shut-off valves on each end of the assembly, and equipped with necessary test cocks for testing the assembly.

R. Service connection. "Service connection" refers to the point of connection of a user's piping to the water supplier's facilities.

S. Water supplier. "Water supplier" means the person who owns or operates an approved water supply system.

T. Water user. "Water user" means any person obtaining water from an approved water supply system.

### **1.030 Cross-connection protection requirements.**

General provisions: Unprotected cross-connections with the public water supply are prohibited. Whenever backflow protection has been found necessary, the District will require the water user to install an approved backflow prevention assembly by, and at, the user's expense for continued services or before new service will be granted. For new water meter sets, the required backflow assembly shall be installed, inspected, approved and certified test results provided to the District within five days of meter set unless the system manager or designee approves otherwise. The service will be locked off if inspections and certifications are not completed as specified above.

Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, then any and all water supply lines from the District mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this chapter.

Where protection is required:

- A. Each service connection from the District water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises in the public water system unless the auxiliary water supply is an approved water supply.
- B. Each service connection from the District water system for supplying water to premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises in the public system. This shall include the handling of process waters and waters originating from the District water system which have been subjected to deterioration on sanitary quality.
- C. Backflow prevention assemblies shall be installed on the service connection to any premises having (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the Company, or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.
- D. Freeze Protection. Customer shall maintain protective freeze cover on the Backflow Prevention Assembly. Damaged covers will be replaced at Customer's expense upon notification by the District. Any means used by the Customer to secure the cover from theft or weather must provide access by the District for inspection, testing, and maintenance.

Type of protection required: The type of protection that shall be provided to prevent backflow into the approved water supply shall be commensurate with the degree of hazard that exists on the water user's premises. The type of protective assembly that shall be required (listing in an increasing level of protection) includes: double check valve assembly (DC), reduced pressure principle backflow prevention assembly (RP), and an air-gap separation (AG). The water user may choose a higher level of protection than required by the Company.

- A. When two or more services supply water from different street mains to the same building, structure, or premises through which an inter-street main flow may occur, there shall be at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valve shall not be considered adequate if backflow protection is deemed necessary to protect the mains from pollution or contamination. In such cases the installation of approved backflow assemblies at such service connections shall be required.

#### 1.040 Backflow prevention assemblies.

- A. Approved backflow prevention assemblies. Only backflow prevention assemblies which have been approved by the Company shall be acceptable for installation by a water user connected to the Company's potable water system. The District will provide upon request, to any affected user, a list of approved backflow prevention assemblies.

B. Backflow prevention assembly installations. Backflow prevention assemblies shall be installed in a manner prescribed in Uniform Plumbing Code. Location of the assemblies shall be as close as practical to the user's service connection. The Company shall have the final authority in determining the required location of a backflow prevention assembly.

- 1. Air-gap separation (AG). The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two pie

diameters of the supply inlet, but in no case less than one inch above the overflow rim of the receiving tank.

2. Reduced pressure principle backflow prevention assembly (RP). The approved reduced pressure principle assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches above grade and not more than thirty-six inches above grade, measured from the bottom of the assembly, and with a minimum of twelve inches side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the service connection and the RP assembly shall be protected in a manner approved by the District.

3. Double check valve assembly (DC). The approved double check valve assembly shall be installed on the user's side of and as close to the service connection as is practical. The DC shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. If a double check valve assembly is put below grade it must be installed in a vault such that there is a minimum of six inches between the bottom of the vault and the bottom of the assembly so that the top of the assembly is a maximum of eight inches below grade so there is a minimum of twenty-four inches of clearance between the side of the assembly with the test cocks and the side of the vault and so there is a minimum of twelve inches clearance between the other side of the assembly and the side of the vault. Special consideration must be given to double check valve assemblies of the "Y" type. These assemblies must be installed on their "side" with the test cocks in a vertical position so that either check valve may be removed for service without removing the assembly. Vaults that do not have an integrated bottom must be placed on a three-inch layer of gravel.

C. Backflow prevention assembly testing and maintenance. The owner of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a person who possess a valid Backflow Assembly Tester certification issues by the Cal-Nevada AWWA. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. The District may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. A report in a form acceptable to the District shall be filed with the District each time an assembly is tested, relocated, or repaired. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective, and all costs of testing, repair, and maintenance shall be borne by the water user.

D. The District will notify affected customers by mail when periodic testing of an assembly is required and also supply users with the necessary forms which must be filled out each time an assembly is tested or repaired.

E. Backflow prevention assembly removals. Approval must be obtained from the District before a backflow prevention assembly is removed, relocated, or replaced.

1. Removal. The use of an assembly may be discontinued and the assembly removed from service upon presentation of sufficient evidence to the District to verify that a hazard no longer exists or is not likely to be created in the future.

2. Relocation. An assembly may be relocated following confirmation by the District that the relocation will continue to provide the required protection and satisfy installation requirement. A retest will be required following the relocation of the assembly.

3. Repair. An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is tested and returned to service, or the service connection is

equipped with other backflow protection approved by the District. A retest will be required following the repair of the assembly.

4. Replacement. An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed and tested. All replacement assemblies must be approved by the District and must be commensurate with the degree of hazard involved. A retest will be required following the replacement of the assembly.

#### **1.050 Administrative procedures.**

A. Water system survey. The District shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the District upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention assembly is necessary to protect the public water system, the required assembly must be installed before service will be granted.

B. The District may require an on-site inspection to evaluate cross-connection hazards. The District will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of premises piping systems shall be required to install the backflow prevention assembly or air-gap that the District considers necessary.

C. The District may, at its discretion, require a re-inspection for cross-connection hazards of any premises to which it serves water. The District will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of premises piping systems shall be required to install the backflow prevention assembly or air-gap the District considers necessary.

D. Customer notification--Assembly installation. The District will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of sixty days will be given to complete all corrective actions required, including installation and testing of approved backflow prevention assemblies or air-gap, unless a written extension is granted. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice, within the sixty-day period allowed. The second notice will give the water user a two-week period to take the required corrective action. If no action is taken with the two-week period, the District may terminate water service to the affected water user until the required corrective actions are taken.

E. Testing and maintenance. All backflow devices within the District must be tested annually, or at any time, as determined by the District. When such device is due to be tested the District shall contract with a licensed backflow testing company of the District's choice to test and maintain, or repair, each customer's backflow device. The cost of such test and all required maintenance and repairs shall be paid by the District and passed on to the customer through a billing mechanism attached to the customer's water bill. Failure to allow such testing, or payment of testing, maintenance, or repairs by the customer, will be grounds for termination of water service.

#### **1.060 Water service termination.**

When the District encounters water users that represent a clear and immediate hazard to the water supply that cannot be immediately abated, the District shall institute the procedure for discontinuing the District water service.

A. Basis for termination. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, any one of the following items:

1. Refusal to install a required backflow prevention assembly or air-gap separation;
2. Refusal to test a backflow prevention assembly or inspect an air-gap separation;
3. Refusal to repair a faulty backflow prevention assembly;
4. Refusal to replace a faulty backflow prevention assembly;
5. Direct or indirect connection between the public water system and a sewer line;
6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contamination;
7. Unprotected direct or indirect connection between the public water system and an auxiliary water system;
8. A situation that presents an immediate health hazard to the public water system.

B. Water service termination procedures. For conditions 1, 2, 3, or 4 the District will terminate service to a customer's premises after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allotted time period, water service may be terminated. For conditions 5, 6, 7, or 8 the District will take the following steps:

1. Make a reasonable effort to advise the water user of intent to terminate water service;
2. Terminate the water supply and lock the service valve. The water service will remain inactive until corrections of violations have been approved by the District.

#### **1.070 Enforcement.**

The District or its designee has the authority to enforce this ordinance. It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the District water system and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply system of the District and/or the service of water pipes or fixtures of any customer of the District.

#### **1.080 Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this chapter, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The board declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases is declared invalid.

8.

9. D) WCWD EMPLOYEE SUBSTANCE ABUSE POLICY  
ACKNOWLEDGEMENT FORM

**WCWD Substance Abuse Policy Acknowledgment Form**

The policy of the WCWD is to maintain a drug and alcohol-free work environment that is safe and productive for our employees, customers and the public. To meet these objectives, the following policy has been adopted.

The use, possession, purchase, sale, distribution or being under the influence of any alcohol or illegal drug and/or the misuse of legal drugs while on duty or while operating any District vehicles or equipment is strictly prohibited. In order to ensure compliance with this policy, substance abuse screening (which could include direct testing, employee interview and/or searches of District buildings or vehicles, as appropriate) may be conducted in the following situations:

Pre-employment: As may be required/requested by the District.

For Cause: Upon reasonable cause to believe that a substance abuse problem exists, screening may be conducted.

Random: Unannounced random selection of employees may be performed.

Post-Accident: Any employee involved in an accident/injury while performing services for the District that results in property or damage or bodily injury requiring medical treatment will be required to submit to a substance abuse screening.

Compliance with this policy is a condition of employment. Employees who are found in possession of any alcohol or illegal drugs while on duty or test positive or who refuse to submit to substance abuse screening will be subject to termination. The results of all drug testing will be treated confidentially and for no purpose other than to make employment related decisions. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state law.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Witness)