

Garden Farms Community Water District

Procedure Manual

Updated December 2020

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MISSION STATEMENT

Garden Farms Community Water District seeks to provide an adequate quantity of good quality water to the customers of the Garden Farms Community Water District on an ongoing basis.

The Board of Directors serves the customers of the District by setting and maintaining sound fiscal and effective administrative policies to provide the basis on which our qualified employees operate. To achieve this, the Board will empower its employees with the ability to carry out these policies in a manner that meets the day-to-day needs of the District. All policies of the Board are those of the Board as a whole and not those of individual board members.

I. PURPOSE OF THE MANUAL

1. Give Employees, and members of the Board of Directors of the GFCWD, easily accessible information regarding their responsibilities and policies of the District.
2. Facilitate the consistent and efficient conduct of business by the Board of Directors and employees.

II. PERSONNEL POLICIES

1. Employee Policies are enumerated in Appendix B of this manual.
2. A copy of the personnel and discriminatory harassment policies shall be given to each employee at the time of employment, and employee will sign a statement that they have received and read the policies.
3. All policies will adhere to Labor Codes as set by the State of California and the Federal Government. In any case where a policy of the District is in conflict with a mandated procedure, the policy as set by law will take precedent.

III. MEETINGS

1. Meeting Time, Date and Location
 - 1.1. Regular Meetings of the Board of Directors are held on the second Wednesday of the month at 7:00 p.m. If the second Wednesday of the month falls on a county, state or federal holiday, the meeting will be held on the following Wednesday at the usual time. Any further variation in meeting date or time requires proper posting for public notification. Meetings are held in the Garden Farms Bible Chapel meeting room.
2. Agenda
 - 2.1. Agenda format:
 - 2.1.1. Approval of the minutes of the previous meeting.

- 2.1.2. Review the financial report.
- 2.1.3. Read accounts payable.
- 2.1.4. Read correspondence.
- 2.1.5. Public comment.
- 2.1.6. Old business.
- 2.1.7. New business.
- 2.1.8. Adjournment.
- 2.2. Setting the agenda:
 - 2.2.1. The agenda will be set initially by the Board Secretary. A copy will be given to the Chairperson for approval 48 hours prior to the posting deadline, for additions and corrections. Any requests to present an issue to the Board other than public comment at a regular meeting of the Board of Directors must be made to the District at least 10 days before the meeting. If written material is to be presented for consideration at the meeting, it must also be submitted to the District at least 10 days before the meeting date.
- 2.3. Posting of agenda: Public posting must take place at least 72 hours in advance of the meeting, and be done in a location easily accessible to the public.
- 2.4. Action may be taken only on agenda items, except under the following circumstances:
 - 2.4.1. A majority decision that an item is in response to an emergency situation.
 - 2.4.2. When two-thirds of the Board Members present (or all Board Members, if less than two-thirds are present) determine there is a need for immediate action, and the need to take action came to the attention of the District after the agenda was posted.
 - 2.4.3. When an item appeared on the agenda of, and was continued from a meeting held not more than five days earlier.
- 3. Public Participation
 - 3.1. Public participation at meetings is governed by “Open Meeting Laws”, published by the California Department of Justice. The following guidelines must be followed.
 - 3.1.1. The public must be notified and given the right to attend all meetings of the Board except as described under “closed meetings”.
 - 3.1.2. The Board is required to provide an officially designated day and time at which regular meetings are held.
 - 3.1.3. Special meetings must be announced in advance to facilitate public attendance.
 - 3.2. Rights of public at meetings:
 - 3.2.1. To tape and record the proceedings.
 - 3.2.2. To respond in an orderly fashion during public input.
 - 3.2.3. To have access upon request to all written material provided to board members.
 - 3.3. The public may not create a disturbance or disrupt proceedings. Individuals may be evicted if proceedings cannot continue.
 - 3.4. Timing of public comment will be left to the chairperson’s discretion.
- 4. Meetings Other Than Regular Meetings

- 4.1. Meetings other than regular meetings may be scheduled by the Chairperson of the Board of Directors; or through motion of, or consensus by the Board. Telephone calls and/or email communications made to arrange a special meeting do not constitute a “serial meeting” (A serial meeting is a series of communications, each of which involves less than a quorum of the legislative body, but which taken as a whole involves a majority of the body’s members. In 84 Ops.Cal.Atty.Gen.30 (2001), this office concluded that a majority of a body would violate the Act if they e-mailed each other regarding current issues under the body’s jurisdiction even if the e-mails were also sent to the secretary and chairperson of the agency, the e-mails were posted on the agency’s Internet Website, and a printed version of each e-mail was reported at the next public meeting of the body.) . Such contact amongst board members cannot set District policy. Proper public notification must be made (see Section III, 5, and the “Open Meeting Laws” publication for details). These meetings include the following:
 - 4.2. Special Meetings, held between Regular Meetings, may be called by the Board Chairperson, or by a majority of the Board Members. The Special Meeting notice must be posted at least 24 hours in advance.
 - 4.3. Closed meetings may be held in conjunction with Regular Meetings, and shall be called and held only under the following circumstances:
 - 4.3.1. To consider the appointment, employment, performance or dismissal of an employee.
 - 4.3.2. To discuss salaries and other benefits with employees.
 - 4.3.3. To discuss the purchase, sale, lease or exchange of real estate; and to discuss pending or potential litigation.
 - 4.3.4. Closed meeting minutes must be kept in a minute notebook, and are not to be released to any party other than the members of the Board unless it can be proven that the meeting was not legally held. The results of a closed meeting must become public record through action taken at an open meeting, and recording of said action in regular meeting minutes.
 - 4.4. Emergency meetings may be held without complying with a 24-hour notice or posting requirements. Emergency meetings must:
 - 4.4.1. Be called one hour in advance.
 - 4.4.2. Have a specific agenda.
 - 4.4.3. Be in response to a crippling disaster or work stoppage only.
5. Meeting Notification
 - 5.1. Regular Meetings must be posted at least 72 hours in advance, and must be posted in at least two locations easily accessible to the public. Notice must be given to each Board Member, and to each local newspaper of general circulation and any radio or TV station that has requested notice in writing. Written notice must also be sent to any District land owner who has filed a written request for same. Such requests must be filed annually. Regular Meetings may be adjourned or continued to another time or place by posting same within 24 hours. Posting must provide a notice explaining the change, on or near the door of the regular meeting place.
 - 5.2. Special meetings must be posted as above, at least 24 hours in advance; and notice given as above, as soon as practically possible. An affidavit of posting for each Special Meeting must be completed and kept on file.

- 5.3. Emergency Meeting posting is advisable when possible, but not required.
- 6. General Information
 - 6.1. Principles of conduct: Meetings must be conducted in an organized manner and follow the principles of parliamentary procedure.
 - 6.2. Quorum: A quorum must be present in order for business to be conducted.
 - 6.3. Definition of a meeting: Any gathering, formal or informal, of a quorum of the Board, at which information about the business of the Board is received, discussed or noted upon. Meals, seminars, conferences and serial communications (including e-mail) may be included if business is discussed. Proper public notification must be made for all such meetings.

IV. BOARD OF DIRECTORS

- 1. Requirements for Board Members
 - 1.1. Qualifications: Persons seated on the GFCWD Board of Directors must reside within the boundaries of the Garden Farms Community Water District. If an individual moves out of the District, he/she must move back within 180 days, or be replaced. Board Members must fill out and file forms necessary to holding office, such as the oath of office and conflict of interest forms. Board Members must be registered voters.
 - 1.2. Candidates: Persons running for seats on the Board of Directors of the GFCWD must run in a general election for terms that are expiring. Candidacy papers are obtained from the County Clerk Recorders office. The proper filing procedure must be followed. Names will appear on the ballot in a general election unless candidates apply in a number fewer than, or equal to, the number of seats available on the Board.
 - 1.3. Methods for Filling Vacant Seats on the Board: There are three methods for filling a vacant seat on the Board of Directors.
 - 1.3.1. A special election can be held within 90 days of giving proper notice of a vacancy on the Board. Proper notice must be given by posting same in three conspicuous places in the District 15 days prior to the election.
 - 1.3.2. The Board can appoint a person to fill the vacancy until the next scheduled District election. An appointment must be made within 60 days of the vacancy. The vacancy must be posted 15 days prior to an appointment in a conspicuous location as above.
 - 1.3.3. The Board of Supervisors for the County of San Luis Obispo will fill a vacant seat on the GFCWD Board of Directors if the GFCWD Board fails to do so within the allotted time period.
 - 1.4. Term of Office: The term of office for a Board Member is four years. Directors appointed remain in office until the term of the Director he/she replaced expires.
 - 1.5. Number of Seats: The Board is made up of five directors.
 - 1.6. Attendance: Board Members absent three consecutive meetings or board meetings will be subject to review by the Board for dismissal.
- 2. Chairperson

- 2.1. Election: Election of the Chairperson shall take place at a regular meeting, and be done by the Board of Directors. The term of office lasts for one year from the time of election or until the Chairperson steps down or is asked to do so by a motion of the Board. Election of the Chairperson shall take place in December of each year, or as close to the beginning of the new calendar year as possible.
- 2.2. Absence: If the Chairperson cannot attend a meeting, he/she may appoint someone to chair the meeting in their absence, or if this is not done, the Board shall elect a temporary chairperson to conduct the meeting.
- 2.3. Responsibilities: The Chairperson's responsibilities are as follows.
 - 2.3.1. Conduct meetings in an organized manner according to the posted Agenda.
 - 2.3.2. Read and respond to necessary correspondence.
 - 2.3.3. Set the agenda.
 - 2.3.4. Communicate with the public, county offices, legal counsel, and independent contractors as needed.
3. Policy For Board Member Conduct
 - 3.1. The Board of Directors of the Garden Farms Community Water District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. To this end, the following rules shall be observed.
 - 3.1.1. The adequate and secure supply of safe drinking water to the District shall be the priority of the Board of Directors.
 - 3.1.2. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to staff members of the District.
 - 3.1.3. The dignity, style, values and opinions of each Director shall be respected. Responsiveness and attentive listening in communication is encouraged.
 - 3.1.4. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action, and not to create barriers to the implementation of said action.
 - 3.2. Directors should practice the following procedures:
 - 3.2.1. The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.
 - 3.2.2. In seeking clarification on informational items, Directors may directly approach staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision making.
 - 3.2.3. In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager.

- 3.2.4. In handling items related to safety, concerns for safety or hazards should be reported to the General Manager. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- 3.2.5. In seeking clarification for policy related concerns, especially those involving personnel, legal action, land acquisition and development, finances and programming, said concerns should be considered by the Board as a whole.
- 3.2.6. Directors should develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.
- 3.2.7. Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
- 3.2.8. Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 3.3. The following pertains to Board meetings and minutes.
 - 3.3.1. Directors may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).
 - 3.3.2. Requests by individual Directors for substantive information and/or research will be made at Board meetings.
 - 3.3.3. The Board Chairperson shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself, and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointments, and the committee shall be considered dissolved when its final report has been made.
 - 3.3.4. The Board Chairperson shall be restricted from making motions, but is allowed to vote on motions presented to the Board of Directors.
- 3.4. The following is in reference to membership in the California Special Districts Association:
 - 3.4.1. The Board of Directors shall ensure that the District maintains a membership in the California Special Districts Association, and shall insure that annual dues are paid when due.
 - 3.4.2. The Board of Directors shall maintain membership in the San Luis Obispo County Chapter of the California Special Districts Association, and shall insure that annual dues are paid when due.

V. JOB DESCRIPTIONS FOR EMPLOYEES

1. Bookkeeper

- 1.1. Responsibilities:
 - 1.1.1. Bill customers bi-monthly, and keep a record of meter readings. Reconcile meter readings to sales summary.
 - 1.1.2. Post payments to accounts from water sales, tax assessments and other income.

- 1.1.3. Send 10-day notices to all accounts which are delinquent after 45 days from billing, and post a service charge to those accounts.
- 1.1.4. Post all checks for payment received, prior to printing and mailing bi-monthly bills.
- 1.1.5. Report the accounts failing to respond to 10-day notice to the General Manager for appropriate action.
- 1.1.6. List the accounts charged a 10-day notice fee on financial report.
- 1.1.7. Pay bills in accordance with Section VII, 1.
- 1.1.8. File federal, state, and county compensation forms as required.
- 1.1.9. Request from county auditor yearly assessments to pay bonds and interest.
- 1.1.10. Gather materials for yearly audit and work with the auditor.
- 1.1.11. Renew time certificates in the bank.
- 1.1.12. Respond to correspondence that pertains to financial aspects of the District.
- 1.1.13. Prepare and submit a monthly financial report for presentation at each monthly board meeting.
- 1.1.14. Attend board meetings when so requested by the Board of Directors.
- 1.1.15. Issue approved paychecks to employees, and file quarterly state and federal payroll reports.
- 1.1.16. Prepare yearly W2 forms, and all quarterly and annual state and federal returns as required.
- 1.1.17. Print out monthly general QuickBooks ledger.
- 1.1.18. Print monthly open invoice report.
- 1.1.19. Make backup disks. Provide General Manager with a copy of bi-monthly back-up disks for storage.
- 1.1.20. Order office supplies and checks as needed.
- 1.1.21. Respond to customer inquiries concerning billing.
- 1.1.22. Any other duties not mentioned that are necessary to the fiscal functions of the District.
- 1.2. Compensation:
 - 1.2.1. The salary for the Bookkeeper will be an hourly wage for all work done or a defined monthly salary unchanged by actual hours worked, whichever is agreed upon by both the board and the bookkeeper, to be paid monthly. Mileage to be paid in both instances. Salary will be reviewed with an employee evaluation after completion of the yearly financial audit. The Bookkeeper will be paid for mileage incurred while conducting the District's business according to the current rate set by the District, and listed in Appendix A.

2. Maintenance Operations Technician

- 2.1. Responsibilities:
 - 2.1.1. Maintain meters.
 - 2.1.2. Repair the system.
 - 2.1.3. Respond to customer complaints that relate to the delivery system, at the General Manager's discretion.
 - 2.1.4. May be asked to turn water off or on at locations designated by the General Manager.

- 2.1.5. Exercise gate valves once per year.
- 2.1.6. Keep the General Manager informed of the condition of the water system.
- 2.1.7. Attend board meetings as requested.
- 2.1.8. Maintain chlorine content in delivered water.
- 2.1.9. Maintain chlorine equipment in accordance with state and county regulations.
- 2.1.10. Be responsible for hiring and supervising additional help:
 - 2.1.10.1. With board approval.
 - 2.1.10.2. Rates of pay to be set by board.
- 2.1.11. Act as liaison between contracted workers and the District.
- 2.1.12. Build and maintain an inventory of equipment and materials.
- 2.1.13. Inform the General Manager of supplies needed.
- 2.1.14. Plan maintenance needs in advance, and prepare a budget for such.
- 2.1.15. Install shut-off valves as needed.
- 2.1.16. Assist in testing pumps and keeping well records.
- 2.1.17. Flush system when requested.
- 2.1.18. Assist in maintaining grounds around pumps and hydrants.
- 2.1.19. Keep up with current technology.
- 2.1.20. Provide on-site training to subordinates.
- 2.1.21. Keep current on safety codes and practices.
- 2.1.22. Attend Safety Meetings quarterly, as required by SDRMA.
- 2.1.23. Report hazards.
- 2.1.24. Maintain District owned property as requested.
- 2.1.25. Maintain a State of California Certified Water Treatment Operator's certificate at the grade required for a district of this size and nature.
- 2.1.26. Work in concert with General Manager. Report directly to Board.
- 2.1.27. Maintain a working knowledge of the routine and daily maintenance duties.
- 2.1.28. Change settings on automatic timers (with the seasons) taking into consideration "time-of-use" hours to keep energy costs at a minimum.
- 2.1.29. Take into consideration chlorine content being delivered directly into homes adjacent to wells if run during hours of water use. (Oct. 2008)
- 2.1.30. Verify that telemetry is functioning properly. (Oct. 2008)
- 2.1.31. Make the following routine checks of the system on a regular basis:
 - 2.1.31.1. Proper performance of the wells
 - 2.1.31.2. Check GPM output.
 - 2.1.31.3. Check and record well meter reading.
 - 2.1.31.4. Measure well levels if indicated by pumping report or weather.
 - 2.1.31.5. Proper performance of the chlorine pumps - make sure they are functioning without leaks.
 - 2.1.31.6. Check chlorine residual at well.
 - 2.1.31.7. Monitor chlorine supply at each well.
- 2.2. Compensation:
 - 2.2.1. The salary for the Maintenance Operations Technician will be paid at an hourly rate, to be paid monthly.

- 2.2.2. Salary will be reviewed with an employee evaluation after completion of the yearly financial audit.
- 2.2.3. Maintenance Operations Technician will be paid for mileage incurred while conducting District business according to the current maximum federal rate.
- 2.2.4. The Maintenance Operations Technician will perform call-out work for the District at a rate of no less than two hours per incident.

2.3. Licensing:

- 2.3.1. The position of Operations Technician shall be held by an individual with a Water Treatment Operator and/or a Water Distribution certificate, Grade II or higher.

Note: The GFWD Board of Directors has the discretion to contract with an outside qualified company to perform the work of the Maintenance Technician. The Contract must specify duties to be performed and monthly and potential additional fees for services not specified.

3. **General Manager**

3.1. Responsibilities:

- 3.1.1. Attend monthly board meetings.
- 3.1.2. Read customer meters on or before the first of every second month, record same, and submit readings to bookkeeper.
- 3.1.3. Collect payments from customers from the mail, and from the payment box weekly. Stamp all checks immediately, and make deposits no less than once every two weeks.
- 3.1.4. Turn water off or on when necessary.
- 3.1.5. Notify owners and renters, if the landlord, in the event of a water emergency, has provided contact information. If the property owner has failed to provide contact information for their renter(s), it is the property owners' responsibility to notify the renter upon their receipt of notification.
- 3.1.6. Respond to relevant correspondence and telephone calls received.
- 3.1.7. File relevant reports required by public agencies, insurance providers, etc. Provide information to private, non-governmental agencies when requested. Entities shall be charged for the General Manager's telephone time and for the time required to provide information and forms, at the General Manager's hourly rate and a minimum of \$100 per request. See Appendix A: Fees and Rates.
- 3.1.8. Function as "Safety Officer" by overseeing safety programs and conducting quarterly safety meetings.
- 3.1.9. Take routine monthly water samples, deliver to lab and respond to positive test results according to policy.
- 3.1.10. Monitor level in storage tank as often as necessary and run wells by hand if tank is too low. Avoid overflow of the tank.
- 3.1.11. Respond appropriately to tank alarms by turning pumps on or off as needed, and advise Maintenance Tech of situation and action taken. Inform Maintenance
- 3.1.12. Tech of all problems noted.
- 3.1.13. Prepare annual water quality report in accordance with state requirements, and take or schedule testing as needed.

- 3.1.14. Handle any issues involving District-owned real property.
 - 3.1.15. Conduct bidding processes.
 - 3.1.16. Negotiate contracts with outside parties doing work for the District.
 - 3.1.17. Follow progress of all construction, repair, or maintenance projects, and report to Board.
 - 3.1.18. Contact customers as needed if there are interruptions in water service.
 - 3.1.19. Take part in programs which assist Community Service Districts or water purveyors.
 - 3.1.20. Make a monthly well log, and provide it to Board Members at monthly meetings.
 - 3.1.21. Compile information necessary to efficient functioning of delivery system and administration of the District. Do so in a form that can be transmitted to new employees, and in response to requests for information from outside the District.
 - 3.1.22. Assist maintenance personnel with system flushing, well purification, and other activities requiring additional assistance.
 - 3.1.23. Prepare incident reports where applicable, when documentation of an incident during operation of the system is prudent.
 - 3.1.24. Perform other duties as required by the Board of Directors.
 - 3.1.25. Work with bookkeeper in keeping records of customers, including occupancy and ownership changes.
 - 3.1.26. Coordinate the work of Maintenance Technician, Maintenance Assistant and Bookkeeper.
 - 3.1.27. Perform monthly hazard assessment of District, and fill out hazard report.
 - 3.1.28. Assign weeding to appropriate party.
 - 3.1.29. Identify any construction or maintenance projects that need to be undertaken.
 - 3.1.30. Make required agencies aware of road closures.
 - 3.1.31. Keep records of all maintenance, repairs, and improvements done to wells and tank.
 - 3.1.32. Keep periodic logs of well production, hours of use, well levels and chlorine pumped in order to provide and accurate picture of the capacity of each well.
 - 3.1.33. Handle any USA calls for digging within the District, and assign marking of dig areas.
 - 3.1.34. The General Manager will notify the Board Chairperson when out-of-town backup is needed.
- 3.2. Compensation
- 3.2.1. The salary for the General Manager will be an hourly wage for all work done or a defined monthly salary unchanged by actual hours worked, whichever is agreed upon by both the board and the General Manager to be paid monthly. Mileage to be paid in both instances.
 - 3.2.2. The salary for the General Manager will be reviewed with an employee evaluation after completion of the yearly financial audit.
 - 3.2.3. General Manager will be paid for mileage incurred while conducting District business according to the current maximum federal rate.

- 3.3. Licensing:
 - 3.3.1. The position of General Manager must be held by an individual with a Water Treatment Operator and/or a Water Distribution certificate, issued by, and as required by the State of California unless such certificate is held by the Maintenance Operations Technician in which case the certificate must be obtained within one year of employment.

4. Board Secretary

- 4.1. Responsibilities:
 - 4.1.1. Attendance at all meetings of the Board of Directors, for the purpose of taking minutes, will be paid at a flat, per-meeting rate. All other work is to be paid at an hourly rate.
 - 4.1.2. Attend all meetings of the Board of Directors for the Garden Farms Community Water District.
 - 4.1.3. Take minutes at the meetings.
 - 4.1.4. Provide minutes to the Board of Directors in a timely fashion.
 - 4.1.5. Prepare a monthly agenda; distribute and post it.
 - 4.1.6. Post any special or emergency meetings.
 - 4.1.7. Post public hearings and notices as required.
 - 4.1.8. Provide Board Members with election information as needed.
 - 4.1.9. Provide conflict of interest statements to Board Members as needed. Board Members are to file their conflict of interest statements with the County Clerk Recorder.
 - 4.1.10. Provide County Clerk Recorder with letters of resignation, leaving office conflict of interest statements, statement of facts, and oaths of office.
 - 4.1.11. Provide “Statement of Fact” forms to the State of California and the County of San Luis Obispo when there is a change on the Board of Directors, or a change in staff.
 - 4.1.12. Maintain files that include Conflict of Interest statements, Oaths of Office, and Statement of Facts.
 - 4.1.13. Respond to relevant correspondence received at the direction of the board.
 - 4.1.14. File relevant reports required by public agencies, insurance providers, etc.
 - 4.1.15. Function as claims officer, and handle any insurance claims.
 - 4.1.16. Prepare annual newsletter, and publish.
 - 4.1.17. Revise procedure manual at least annually.
 - 4.1.18. Do surveys, and compile reports as requested by the Board.
 - 4.1.19. May provide out-of-town backup for the General Manager upon mutual agreement by Board and Board Secretary at time of employment. Out-of-town backup is to be paid at a one hour per day minimum at Board Secretary pay rate.
 - 4.1.20. May assist with bi-monthly meter reading, if mutually agreed upon by board and board secretary.
 - 4.1.21. May assist with weeding, if mutually agreed upon by board and board secretary.
- 4.2. Compensation:

- 4.2.1. The salary for the Board Secretary will be flat rate per monthly regular board meeting plus an hourly rate for additional hours, to be paid monthly.
 - 4.2.2. The salary for the Board Secretary will be reviewed with an employee evaluation after completion of the yearly financial audit.
 - 4.2.3. Board Secretary will be paid for mileage incurred while conducting District business according to the current maximum federal rate.
5. **Maintenance Assistant**
- 5.1. Responsibilities:
 - 5.1.1. May provide out-of-town backup for the General Manager. Out-of-town backup is to be paid at a one hour per day minimum for work that is normally done by the General Manager at the pay rate of the Maintenance Assistant.
 - 5.1.2. May assist with bi-monthly meter reading if requested by General Manager.
 - 5.1.3. Assist with weeding as directed by Maintenance Technician or General Manager.
 - 5.1.4. Perform other duties as needed only at the request of the Maintenance Technician, General Manager, or Board Chairman.
 - 5.2. Compensation:
 - 5.2.1. The salary for the Maintenance Technician Assistant will be at an hourly rate for all hours worked, to be paid monthly.
 - 5.2.2. The salary for the Maintenance Technician Assistant will be reviewed with an employee evaluation after completion of the yearly financial audit.
 - 5.2.3. The Maintenance Assistant will be paid for mileage incurred while conducting District business according to the current maximum federal rate.
6. Note: The board has the discretion to contract out any of the above job duties or responsibilities to a third party contractor.

VI. USE OF CONSULTANTS

- 1. Legal Counsel
 - 1.1. An attorney shall be secured, be at the District's disposal, and be apprised of situations confronting the District that could require legal action.
 - 1.2. Such attorney shall be familiar with ordinances governing Special Service Districts and public purveyors of water.
 - 1.3. The Board of Directors must approve by motion the use of legal counsel. Counsel may be asked to:
 - 1.3.1. Attend scheduled Board meetings and workshops upon request of the Board of Directors.
 - 1.3.2. Meet with the Board of Directors or District representatives to discuss legal issues and/or pending litigation.

- 1.3.3. Review and edit any official correspondence or notifications as requested by the Board.
 - 1.3.4. Keep Board apprised of changes in pertinent statutes.
2. Engineering Consultant
- 2.1. The District shall have an engineering firm available that is familiar with the particular issues confronting the District and the distribution system.
 - 2.2. The engineering consultant must be agreed upon by the Board.
 - 2.3. The services of the consultant can be used by the Board or by District employees when necessary to the function or improvement of the District, at the District's expense. Board Members and employees must, however, receive Board approval for use of engineering consultant beyond one hour.

VII. FISCAL POLICY

- 1. Accounts Payable, divided into six groups.
 - 1.1. Out-of-pocket by Board Members
 - 1.1.1. Requires Board approval if in excess of \$100.
 - 1.1.2. Must be submitted within 60 days to Board for reimbursement.
 - 1.2. Emergency repairs: Can be authorized by Chairperson, Board Member or General Manager without Board approval where an actual emergency exists.
 - 1.3. By Bookkeeper without Board approval: Payments to be made as money allows and before bills become overdue, and when early payment benefits are still in effect. Payments include the following:
 - 1.3.1. County of San Luis Obispo, for lab tests.
 - 1.3.2. Utilities.
 - 1.3.3. Salaries, mileage and out of pocket supplies listed on monthly timesheets.
 - 1.3.4. Inventory
 - 1.4. By Maintenance Operations Technician and/or General Manager:
 - 1.5. Expenditures may be made for up to \$500 between regular meetings without approval. (8/02)
 - 1.5.1. Any such expenditures must be reported at the subsequent regular meeting. (9/02)
 - 1.6. All other District expenditures: Must receive prior approval by the Board.
- 2. Accounts Receivable
 - 2.1. Payments for water service: Payment is due and payable upon receipt of water bill. Payments can be mailed to 17005 Walnut Avenue, Atascadero, CA 93422, or can be deposited in the payment box on Walnut Avenue across from the Church. Checks will be made payable to "Garden Farms Community Water District" or GFCWD. Payments are collected, and deposited in the General Account by the General Manager; and are posted by the District Bookkeeper.
 - 2.2. Returned check fee: \$15 will be charged for all returned checks.
 - 2.3. Late fee: A late fee will be added to an account when a 10-day notice must be sent regarding that account (see Appendix A).

- 2.4. Non-payment fee: A non-refundable fee will be charged before water service is reinstated if water has been shut off for failure to pay bills (see Appendix A).
 - 2.5. Turn on/off fee: A fee (see Appendix A) may be charged when a meter is read and/or turned off or on due to a change in customer to be billed.
 - 2.6. Standby meter fee: All installed meters not in use will be charged a bi-monthly standby fee (see Appendix A).
 - 2.7. Billing change requests: Requests for changes in billing that do not accompany a change of occupancy will be granted only at the end of the regular billing cycle.
 - 2.8. New meter installation fee: Payment of installation fee (see Appendix A) is required prior to installation of a new meter. Any improvements or water line extensions necessary to serve the property may require additional payments by the property owner.
 - 2.9. Board Member Discount: A discount will be given to Board Members in lieu of a director's right to receive payment for attendance at board meetings (see Appendix A).
 - 2.10. Assessments from the County of San Luis Obispo: Assessments will be deposited into the General Account.
 - 2.11. Special District Augmentation Fund: These funds will be deposited into the General Account.
3. Handling Of Other Accounts
- 3.1. Capital Improvement Account: Capital Improvements shall be made using funds identified and set aside for such purposes.
 - 3.2. Cell phone antenna site lease income: Cell site income will be used for capital improvements. This income shall be kept separately so that the interest earned can be accounted for. Short term CDs currently offer the best interest without compromising availability.
 - 3.3. General Account: The Bookkeeper pays Board approved operating expenses from this account.
 - 3.4. Petty Cash Checking: This account is for incidental expenses and will be maintained at a level of \$500. Expenditures will be reported at the subsequent regular Board Meetings.
4. FISCAL POLICY
- 4.1. Policy to include all moneys from all funds of the District.
 - 4.2. It is a primary duty and responsibility of the Garden Farms Community Water District Board of Directors to protect, preserve and maintain cash and investments placed in their trust on behalf of the property owners within the District.
 - 4.3. The Board shall prepare and approve a budget for the upcoming fiscal year no later than May of each year.
 - 4.4. At a minimum, an amount equal to two months of the District's average operating expenses should be maintained in the District's checking account.
 - 4.5. Yield for all investments shall be considered only after the requirements of safety and liquidity have been met.
 - 4.6. Investments shall be in accordance with provisions of the Government Code of the State of California, and/or local statutes and regulations (California Government Code, Section 53600 et. Seq.).

- 4.7. Non-operating income not used for operation of the District shall be set aside for capital improvement expenses.
- 4.8. The bookkeeper shall include on the financial statements a listing of all investments including the yield and maturity.
- 4.9. Every investment transaction must be reviewed and approved by the Board of Directors. Receipts and/or securities shall be kept in the District's safe deposit box at a bank chosen by the Board of Directors.

VIII. ESTABLISHING WATER RATES

1. Guidelines

- 1.1. Fees for water service shall not exceed the estimated reasonable cost of providing the service unless excessive fees are agreed to by a 2/3 vote by members of the District.

2. Procedure

- 2.1. Any change in fees must be made in accordance with the provisions of Proposition 218, also known as "Right to Vote on Taxes Act", which includes the requirement that rates must reflect "cost of service" and that the public agency must.
- 2.2. The Board of Directors must hold a properly noticed public hearing to provide property owners an opportunity to protest any proposed new fee or increase to an existing fee with both oral and written presentations
- 2.3. Notice of such meeting must be mailed to any party who has requested notification of such. It must contain a general explanation of matters to be considered, and a statement that the data involved will be available to the public 10 days prior to the meeting date. This notice must include the cost of providing service, and revenue sources anticipated, including general funds.
- 2.4. Action must be taken by ordinance or resolution.

IX. CONDITIONS OF SERVICE

1. Payment Policy

- 1.1. Water meters are read on or near the last day of each odd month (January, March, May, July, September and November).
- 1.2. Billing for water services will be mailed by the 15th of each even month. Bills are due and payable upon receipt.
- 1.3. Payment must be made by midnight on the 15th of each odd month, for the previous bi-monthly billing period. Non-payment of bill by this time will result in a 10-day written notice of termination of water service to be sent by regular mail, and addition of a late fee to the account in question. Non-payment within the 10-day period will result in contact by telephone (where possible) or posting of a 48 hour termination notice, followed by discontinuation of service

in 48 hours if payment is not received. District employee will attempt to contact customer prior to shutting off water. In such cases, a reconnection fee will be charged (see Appendix A).

- 1.4. If bills are being sent as a courtesy directly to a renter, and payments are late for 2 consecutive billing cycles, all future bills will be mailed directly to the property owner for payment
- 1.5. If a meter is broken or non-accessible, a bill will be made out for the amount of the previous billing, or billing period from the prior year, whichever is greater.

2. New Service Installation

- 2.1. Property owner or representative must file a water service agreement with the District General Manager (see Appendix B), or request to be placed on the agenda as an item to be considered at a regular Board Meeting.
- 2.2. A fee must be paid to the Garden Farms Community Water District (see Appendix A).
- 2.3. The District is responsible for installing meters thus applied for within a reasonable period of time.
- 2.4. All new single family dwelling services shall be a one inch feed to a one-inch meter, and include a Jones valve on the customer's side of the meter.
- 2.5. Replacement of existing meters will be ¾" unless a variation already exists.
- 2.6. Each living unit on individual property shall have its own meter.
- 2.7. In accordance with Government Code Section 65589.7 and SB 1087, the District will provide priority to proposed developments that include housing units affordable to lower income households.

3. New Construction

- 3.1. Any "will serve" letter is to include all improvements deemed necessary, including but not limited to, installation of fire hydrants and water line extensions necessary to serve property. The same is true for any construction plans affecting the Garden Farms Community Water District's delivery service system but not requiring a "will serve" letter.
- 3.2. Hydrants: A fire hydrant shall be located no farther than 500' by road or right-of-way, from the closest edge of any property line.
- 3.3. Line Extensions: In no case shall any Applicant pay an amount less than the prorated cost of the line extension for the length of his frontage, as described in the "Line Extension Agreement" (see Appendix B for more information).
- 3.4. "Will serve" contracts shall involve two phases.
- 3.5. An initial list of District requirements and specifications.
- 3.6. A final letter of agreement to serve once requirements have been met.
- 3.7. In the case of a project involving a permit process, the District may require improvements be made before a county permit is issued.
- 3.8. An additional improvement deposit may be required to be paid by a property owner or developer who intends to request service from the District. Deposit will cover costs of reviewing plans to determine impact on District facilities. All expenses of review will be charged against the deposit. Balance due will be paid to District and overpayment will be returned to payee. This charge is in addition to, and does not replace the installation fee.

- 3.9. Customer's plumbing should not be laid to connect to meter until meter is installed.
 - 3.10. Any changes in meter location requested by the property owner will be done at the property owner's expense if they are done at the request of the property owner.
4. Existing Services
- 4.1. A District application for service must be completed in full and returned to the District General Manager, and the terms therein agreed to whenever occupancy changes.
 - 4.2. Payment of a turn on fee will be the required if the service has been interrupted (see Section VII, 2. E).
 - 4.3. All payment of water bills is the responsibility of the property owner regardless of who is living at the address and utilizing the water. Water bills will be sent to property owners unless a request is received to bill the renter directly. 10-day notices will be sent to both property owner and renter. Property owners will be held liable for charges for water used even though proper application has not been made. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, service may be discontinued by the District without further notice.
 - 4.4. Overdue charges that remain uncollected may be subject to Board action by filing a lien with the county on the real property that the water meter services. This process is to include a report to the county recorder with a copy to the property owner. Copy to land owner must be signed and returned to verify knowledge of action being taken. After service has been discontinued for 90 days due to nonpayment, the District may, at the District's discretion, terminate the service agreement.
 - 4.5. Shut-off valves will be installed on all replacement meters at the District's expense.
5. Out of District Customers
- 5.1. Out of District Customers are customers residing outside of the District boundaries, with properties contiguous to the District.
 - 5.2. Such customers may apply for service as guests of the District. In order to receive service, an application must be filled out, along with an "Out of District Customer contract", and either returned to the General Manager or presented to the Board at a Regular Meeting.
 - 5.3. The application will be reviewed by the Board of Directors at a regular board meeting. If surplus water is available, service will be granted to Out-of-District Customers for residential use only.
6. Sale of Water By The Truckload
- 6.1. Sales of water by the truckload is done at the discretion of the Board of Directors. The Garden Farms Community
 - 6.2. Water District will only sell water by the truckload under the following circumstances.
 - 6.3. The customer has a signed liability release, on file with the District.

- 6.4. The vehicle to be used for transport has an “air gap” between the intake and the tank.
- 6.5. The rate charged by the District per truckload shall be \$100.
- 6.6. The company or individual making the purchase represents a known and viable business and/or has a contractor’s license.

7. LEAK POLICY, CUSTOMER SIDE OF METER

- 7.1. If a leak is discovered on the customer side of the meter, the customer may obtain a reduction in the bill for the period during which the leak occurred. In order to receive a reduction, the customer must show proof that the leak was repaired within 72 hours of discovery. The customer must also request the adjustment before presentation of the bill for the next billing period.
- 7.2. A three year history, if available, will be used to determine the average amount of water normally used during the billing period in which the leak occurred. If a three year history is not available, one or two years will be used to determine average normal usage.
- 7.3. A difference of no less than \$50 must exist between the billing period in which the leak occurred and the determined normal usage for that billing period.
- 7.4. The total bill will be reduced by 75% of the amount of the difference between the average obtained and the bill for the period in which the leak occurred.
- 7.5. A leak credit is available only when more than 24 months have elapsed since the repair of any previous leak discovered on the property for which a leak credit was provided

X. SERVICE CONNECTIONS

1. Single residences shall be charged a single service fee.
2. Multiple residences: A separate base rate service fee will be charged for each dwelling on property with more than one habitable dwelling.
3. Service connections shall not be used to supply habitable dwellings on adjoining properties.
4. Divided property: Each service connection will be considered as belonging to the lot or parcel of land which it directly enters.
5. Connection maintenance: Service connections will be maintained by the District.
6. Customer side of meter: All pipes and fixtures extending or lying beyond the meter on the property owner’s side shall be installed and maintained by the property owner.

XI. CUSTOMER RESPONSIBILITIES

1. Customer responsibilities are listed in Appendix B of this manual
2. All customers shall be provided a list of these responsibilities when they apply for service.
3. All customers shall sign a copy of this list and return it to the district before service shall commence.

XII. DAMAGE TO DISTRICT PROPERTY

1. Acts that constitute damage to district Property are listed in Appendix B of this manual.
2. All customers shall be provided a list of these acts when they apply for service.
3. All customers shall sign a copy of this list and return it to the district before service shall commence.

XIII. DISCONTINUANCE OF SERVICE DUE TO NON-PAYMENT

1. Procedures for discontinuation of service due to non-payment are listed in Appendix B of this manual
2. All customers shall be provided a list of these procedures when they apply for service.
3. All customers shall sign a copy of this list and return it to the district before service shall commence.

XIV. USE OF DISTRICT PROPERTY

1. USE OF VACANT REAL ESTATE
 - 1.1. Property belonging to the District may be utilized under specified conditions by adjacent property owners or persons residing in, and customers of, the GFCWD.
 - 1.2. Specific use will be considered on an individual basis, and will require signing a contract by both the District and the party wishing to utilize the land. Any such land use must fulfill any requirements set by the District, and by the insurance provider of the District. Persons utilizing property must pay for any necessary insurance required by the District's provider.

XV. ANNUAL NEWSLETTER

1. Purpose: The purpose of the newsletter is to inform customers of the activities of the Board, improvements and changes in the delivery system, business practices and ways in which they can become involved in activities of the District.
2. Editor: Unless otherwise designated, the Water Quality Report will be included in the Newsletter, which will be edited and published by the Secretary.
3. Submission of Material: Material can be submitted by any Board Member or employee.
4. Draft of Newsletter: A draft will be submitted to the Board. Alterations or approval will be made at a Regular Meeting of the Board.
5. This does not preclude the Board of Directors from sending additional newsletters throughout the year.

XVI. AMENDMENTS TO THE PROCEDURE MANUAL

1. Annual Review: The Policy and Procedure Manual must be reviewed by the Board or committee, and presented to the Board annually. Changes, additions and deletions shall be put in the form of motions, and thus voted upon by the Board. Review must include any changes in statutes that affect the District and pertain to material in the manual.

XVII. APPENDICES AND FORMS

1. APPENDIX A FEES AND RATES

Mileage reimbursement to employees per mile: shall be paid at the current federally approved rate.		
New meter for an Out-of-District Customer (LAFCO fees not included)		\$7,500.00
New meter installation fee for parcels without prior water service		\$4,500.00
Hydrant installation fee		\$7,500.00
Second meter fee for parcels already being served		\$3,000.00
Fee to reinstate service discontinued due to unpaid bills (non-refundable)		\$75.00
Turn on/off fee, or reading meter at customer’s request		\$15.00
Returned check fee		\$15.00
Bi-monthly fee for inactive meter		\$10.00
Ten-day-notice fee		\$15.00
Providing information, General Manager’s hourly rate; \$100 minimum per request.		\$100.00
WATER RATES (Rates and usage are per a bi-monthly billing period)		
In-District Customers	Base Rate for up to 2,500 cubic feet of water used	\$100.00
	Rate per subsequent 1,000 cubic feet of water used	\$21.50
Out-of-District Customers	Base Rate for up to 2,500 cubic feet of water used	\$125.00
	Rate per subsequent 1,000 cubic feet of water used	\$26.90
Truckload water sales	Per truckload	\$100.00
	Water Board Member Discount: Base Rate plus \$100 for over-base usage	

2. APPENDIX B: FORMS

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

The District has only part-time employees who will respond to your needs as soon as possible. In the event of water related problems or emergency, or if you have billing related questions, please call the District Office at 438-3751.

BILLING POLICY

Water meters are read on or near the last day of each odd month (January, March, May, July, September and November). Billing for water service will be mailed to the responsible party specified in the Service Agreement by the 15th of each even numbered month. Bills are due and payable upon presentation. Payment must be made by midnight on the 15th of the following odd month, for the previous bi-monthly billing period, or the account will be considered delinquent.

DELINQUENT ACCOUNT POLICY

If payment is not made by midnight on the 15th of each odd month, for the previous bi-monthly billing period, a 10-day notice of delinquent account status will be forwarded by mail to the tenant and the landlord and a \$15.00 service charge will be added to the delinquent account. Non-payment within the 10 days will result in discontinuance of service. GFCWD will make a reasonable good faith effort to contact an adult person residing at the premises by telephone, in person or by posting at least 48 hours prior to any termination of service. If service is terminated, a re-connection fee of \$75.00 will be charged to the account. Service will not be restored until both the account balance and the re-connection fee have been paid.

LANDLORD POLICY

Property owners are solely responsible to the GFCWD for water services provided to their tenants by the District regardless of who is living at the address and utilizing the water. Water bills will be sent to property owners unless a request is received to bill the renter directly. If bills are being sent as a courtesy directly to a renter, and payments are late for 2 consecutive billing cycles, all future bills will be mailed directly to the property owner for payment. If a bill is not paid resulting in discontinuance of service, all future water bills will be mailed directly to the property owner for payment.

RESIDENT PROPERTY OWNER

The above recourse by the Board of Directors for the GFCWD applies to all customers of the District.

LEAK POLICY, CUSTOMER SIDE OF METER

For a billing period including a leak valued at \$40 or more, the bill may be reduced by 75% of the value of the leak. The customer must prove that the leak was repaired within 72 hours of discovery, and promptly request bill adjustment. For details, contact the District Office.

CHANGE OF OWNERSHIP OR OCCUPANCY OF EXISTING SERVICES

Please notify the Water District when property ownership or occupancy changes in order that a new Water Service Agreement may be completed and returned to the District by the new customer.

DISTRICT FEES AND RATES

1. SERVICE FEE: A \$15.00 service fee may be charged to cover the cost of turning water service off or on, or for reading a meter at customer's request.
2. 10-DAY NOTICE FEE: A \$15.00 service charge will be applied to delinquent accounts when a 10-day notice is issued.
3. RECONNECTION FEE: When an account has been delinquent for 10 days, service is subject to disconnection. Once a service is disconnected, restoration of service requires payment of a \$75.00 reconnection fee and payment of the delinquent bill in its entirety. Please remember, all water service meters provided by the District are the property of the District, and any tampering with District property is punishable by law.
4. INACTIVE SERVICE FEE: A bi-monthly service charge of \$10.00 will be required for inactive meters.
5. BI-MONTHLY WATER RATES:

\$100.00 Base Rate per unit for the first 2,500 cubic feet of water used
\$21.50 per unit for each subsequent 1,000 cubic feet of water used
6. MULTIPLE UNITS: Base rate and subsequent usage is applied per unit of residence.
7. OUT OF DISTRICT CUSTOMERS:

\$125.00 for the first 2,500 cubic feet of water used
\$35.50 for each subsequent 1,000 cubic feet of water used

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

1. PROPERTY OWNER WATER SERVICE AGREEMENT

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

I have read and agree to comply with Garden Farms Community Water District payment policies.

SIGNED _____ DATE _____

To be completed by Water District

Water Service Address	
Meter make and number	
Start date	Beginning meter reading
Disconnection date	Ending meter reading
Forwarding address	

GARDEN FARMS COMMUNITY WATER DISTRICT
17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

2. LANDLORD STATEMENT OF POLICY FOR WATER SERVICE

BILLING POLICY

Water meters are read on or near the last day of each odd month (January, March, May, July, September and November). Billing for water service will be mailed to the responsible party specified in the Service Agreement by the 15th of each even numbered month. Bills are due and payable upon presentation. Payment must be made by midnight on the 15th of the following odd month, for the previous bi-monthly billing period, or the account will be considered delinquent.

DELINQUENT ACCOUNT POLICY

If payment is not made by midnight on the 15th of each odd month, for the previous bi-monthly billing period, a 10-day notice of delinquent account status will be forwarded by mail to the tenant and the landlord and a \$15.00 (06/05) service charge will be added to the delinquent account. Non-payment within the 10 days will result in discontinuance of service. GFCWD will make a reasonable good faith effort to contact an adult person residing at the premises by telephone, in person or by posting at least 48 hours prior to any termination of service. If service is terminated, a re-connection fee of \$75.00 will be charged to the account. Service will not be restored until both the account balance and the re-connection fee have been paid.

LANDLORD POLICY

Property owners are solely responsible to the GFCWD for water services provided to their tenants by the District regardless of who is living at the address and utilizing the water. Water bills will be sent to property owners unless a request is received to bill the renter directly. If bills are being sent as a courtesy directly to a renter, and payments are late for 2 consecutive billing cycles, all future bills will be mailed directly to the property owner for payment. If a bill is not paid resulting in discontinuance of service, all future water bills will be mailed directly to the property owner for payment.

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The above recourse by the Board of Directors for the GFCWD applies to all customers of the District.

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For a billing period including a leak valued at \$40 or more, the bill may be reduced by 75% of the value of the leak. The customer must prove that the leak was repaired within 72 hours of discovery, and promptly request bill adjustment. For details, contact the District Office.

CHANGE OF OWNERSHIP OR OCCUPANCY OF EXISTING SERVICES

Please notify the Water District when property ownership or occupancy changes in order that a new Water Service Agreement may be completed and returned to the District by the new customer.

DISTRICT FEES AND RATES

1. SERVICE FEE: A \$15.00 service fee may be charged to cover the cost of turning water service off or on, or for reading a meter at customer's request.
2. 10-DAY NOTICE FEE: A \$15.00 service charge will be applied to delinquent accounts when a 10-day notice is issued.
3. RECONNECTION FEE: When an account has been delinquent for 10 days, service is subject to disconnection. Once a service is disconnected, restoration of service requires payment of a \$75.00 reconnection fee and payment of the delinquent bill in its entirety. Please remember, all water service meters provided by the District are the property of the District, and any tampering with District property is punishable by law.
4. INACTIVE SERVICE FEE: A bi-monthly service charge of \$10.00 will be required for inactive meters.
5. BI-MONTHLY WATER RATES:
 - \$100.00 Base Rate per unit for the first 2,500 cubic feet of water used
 - \$21.50 per unit for each subsequent 1,000 cubic feet of water used
6. MULTIPLE UNITS: Base rate and subsequent usage is applied per unit of residence.
7. OUT OF DISTRICT CUSTOMERS:
 - \$125.00 for the first 2,500 cubic feet of water used
 - \$35.50 for each subsequent 1,000 cubic feet of water used

As the Landlord/Property Manager of the address at _____, I have read and agree to comply with Garden Farms Community Water District payment policies.

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

3. CONTRACT FOR OUT OF DISTRICT CUSTOMERS

This CONTRACT, made and entered into on the _____ day of _____, _____, by and between the Garden Farms Community Water District (hereinafter referred to as “DISTRICT”), and _____ (hereinafter referred to as “USER”):

WITNESS:

WHEREAS, USER resides outside of DISTRICT but has need of water from DISTRICT, DISTRICT currently has surplus water which can be made available to USER, and it is in the public interest that DISTRICT do so,

NOW THEREFORE in consideration of the mutual covenants, agreements, promises and conditions herein set forth, DISTRICT and USER, the parties hereto, hereby mutually stipulate and agree as follows:

1. DISTRICT shall supply water to USER’S PROPERTY which is accessible to an existing DISTRICT water main, and which property is located at the following address, to wit:

2. The term of this CONTRACT shall be for a period of one year from the date herein above in this CONTRACT first set forth; provided, however, that this CONTRACT shall be automatically renewed on a year to year basis unless either DISTRICT or USER notifies the other party in writing that this CONTRACT shall not be so renewed, at least thirty days before the end of any such one year period.
3. USER shall pay to DISTRICT amount as set by DISTRICT for delivery of water to a customer whose property is not within DISTRICT boundaries. USER understands that such rates may exceed rates charged to customers whose properties are located within the DISTRICT. USER agrees to DISTRICT’S right at any time to decrease or increase service charges in the event that in the judgment of DISTRICT it is in the public interest to do so. Such rate changes are subject to the same regulations as set by the State of California for all purveyors of water.
4. USER agrees to the same billing procedures and payment policies as DISTRICT has set for all DISTRICT customers. USER understands that service provided by DISTRICT is at DISTRICT’S discretion. A substantial decrease in water availability could result in the discontinuance of service to USER.

5. Service as provided by DISTRICT to USER is for normal domestic use only. Water delivered by DISTRICT to USER is not to be used for commercial purposes or large scale irrigation. If it is determined that there is an inappropriate use of DISTRICT water by USER, service can be discontinued in accordance with the procedure as set forth in paragraph 7 of this CONTRACT.
6. Notwithstanding any other provision of this CONTRACT, in the event for any reason USER fails to comply in full with any term or condition of this CONTRACT, or in the event that DISTRICT determines there is no surplus water, then the DISTRICT shall have the option to terminate this CONTRACT by giving the USER fifteen (15) days written notice of DISTRICT’S intention to terminate this CONTRACT, and in the event of any such termination, DISTRICT shall have the right to remove the water meter service at the address described herein, and to disconnect USER from the water system of the DISTRICT.
7. Other than where variations exist as set forth in this CONTRACT, DISTRICT agrees to provide the same service as to DISTRICT customers and USER agrees to accept the same conditions of service as are required of DISTRICT customers.
8. USER agrees that service is only to be provided to the residence at the above described address and that DISTRICT will not provide service to new structures on said property unless new construction is a replacement or remodel of the existing residence already being served.
9. USER agrees to DISTRICT policies, fees, deposits and charges that pertain to the installation of meters, line extension and improvements necessary to provide service to said property where ever applicable.
10. Where wells exist on USER’S property that do not belong to DISTRICT, USER agrees to install and maintain a “backflow device” in order that any water pumped by such wells in unable to enter into the DISTRICT delivery system.
11. Neither party shall assign this CONTRACT, or any interest therein, without the prior written consent of the other party.
12. This CONTRACT shall be binding on the successors, assignees, heirs, administrators and executors of the parties hereto.
13. It is understood that this CONTRACT takes precedent over and nullifies all previous contracts that may have been made between the DISTRICT and USER in the past.

IN WITNESS WHEREOF, DISTRICT and USER have executed this CONTRACT on the day and year first herein above set forth.

USER:	Date
DISTRICT:	
Board Chairperson, Garden Farms Community Water District	

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

4. CUSTOMER RESPONSIBILITIES

1. Right of ingress and egress: Representatives from the District shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose connected with providing water service.
2. Customer must maintain space around meter to make it accessible. Non-compliance after notification will result in District clearing the area at the owner's expense.
3. Conditions of service and pressure: All applicants for water service shall be required to accept such conditions of pressure and service as provided by the distribution system, and to hold the District harmless for any damages arising out of low or high pressure conditions, or interruption in service. District also reserves the right to treat any and all water served through the system with any chemicals and processes at amounts deemed proper to safeguard public health.
4. Interruption of service: The District shall not accept responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs, etc.
5. Tampering: No one except an employee or representative of the District shall at any time tamper with District property and equipment. Anyone doing so will be held liable for any damages incurred.
6. Leaks: Customers shall not knowingly permit leaks, or waste District water. The District reserves the right to turn off water service in such an instance where a leak is not corrected and affects the District's general service.
7. Water taken illegally: Property owners are responsible for any water taken illegally from the meter or line located on their property.
8. Private wells and backflow devices: It is the District's policy to prohibit drilling of private wells within District boundaries. Where private wells already exist, cross connections between private and District water supplies shall not be allowed to exist. A back-flow device must be installed and operational where there is a private well on property also being served by the District. In order to facilitate this, a list of all private wells will be kept by the District General Manager. Back-flow device requirements and testing apply to "Out of District Customers" as well. At any property where a back-flow device is tested and deemed non-operational, water service will be terminated until a licensed tester notifies the District that the back-flow device has been repaired/replaced.
9. Leaks on District side of meter due to customer action: When leaks occur on the District side of a meter due to action taken by a customer or agent for a customer, the cost of repairs (time and materials) will be charged to the customer.
10. Malfunction of meter: It is the customer's responsibility to inform the District (by notifying the General Manager) if a water meter is suspected of being inaccurate. The General Manager must promptly have the meter tested to verify its accuracy. If the meter is indicating more water being used than is actually passing through the meter, the

customer will be reimbursed at the percentage rate the meter is inaccurate for the billing period prior to the discovery.

DAMAGE TO DISTRICT PROPERTY

1. ACTS OF VANDALISM OR TAMPERING INCLUDE:
 - 1.1. Turning on, other than by a District employee or representative, a closed meter valve that has been turned off by the District for any reason, including non-payment of bills, and repairs to the system.
 - 1.2. Turning on or off, a meter valve on the District side of the meter for any reason, including repair to customer water lines or construction on customer's property.
 - 1.3. Any willful destruction or damage to meters, lines, valves and fixtures belonging to the District.
 - 1.4. Intentional alteration of the Districts system without permission of District for any reason, including:
 - 1.4.1. To obtain water once a service has been discontinued.
 - 1.4.2. To obtain water where a service is not installed by the District.
 - 1.4.3. To provide water to an additional residence or mobile home that does not have a service provided to it by the District.
 - 1.5. When modifications are made to properties such that meter boxes become exposed to traffic flows, any damage (caused by the customer or their guests) to the meter box or the plumbing it contains will be the responsibility of the customer. The damaged meter box will be replaced with a traffic rated box at the customer's expense.
2. DISTRICTS RECOURSE: Some of the above acts are considered illegal, and may be punishable through criminal law. When such an occurrence takes place, the District may take any or all of the following actions:
 - 2.1. Report such acts to the San Luis Obispo County Sheriff's Department.
 - 2.2. Notify the property owner if different from the perpetrator.
 - 2.3. Press charges against person or persons responsible for the damage. Hold the owner of the property financially responsible for restitution.

DISCONTINUANCE OF SERVICE DUE TO NON-PAYMENT

1. PROCEDURE WHEN WATER IS TURNED OFF FOR NON-PAYMENT OF BILLS
 - 1.1. Water will be turned off if payment of overdue bills is not made within 10 days of receipt of notice by customer (see Section IX, 1).
 - 1.2. Shut-off valve of meter will be locked.
 - 1.3. If meter is tampered with, meter will be removed.
 - 1.4. If water is obtained by tampering with District property, a \$10 per day fee will be charged to the user of the water or the owner of the property being served.
 - 1.5. The procedure listed in Section XII 2 will be followed when damage to the system has occurred.
 - 1.6. After 3 days, if a residence continues to be occupied without water service being properly restored by the District, the District may notify the County Health Department.

- 1.7. All costs incurred and payments due must be paid before service will be restored, including but not limited to:
 - 1.7.1. A meter re-install fee if the meter was removed.
 - 1.7.2. A daily charge for water used illegally.
 - 1.7.3. All past due and currently due bills are paid.
 - 1.7.4. A reconnection fee.
 - 1.7.5. All costs for time and materials to repair damage to the system if any has occurred.

I have read and agree to comply with Garden Farms Community Water District payment policies.

USER:	DATE:
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GARDEN FARMS COMMUNITY WATER DISTRICT
 17005 Walnut Avenue
 Atascadero, CA 93422
 (805) 438-3751

5. APPLICATION FOR METER INSTALLATION AND WATER SERVICE

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

By signing this application, the applicant agrees to the following terms and conditions as contained in the by-laws of the Garden Farms Community Water District, and to any terms and conditions hereafter adopted by the District relating to water service:

1. Applicant agrees to pay \$ _____ for installation of a water meter for service to the property described above. The District reserves the right to charge the applicant for the total cost of materials and labor if that amount exceeds the current standard meter installation fee named above.
2. Applicant agrees to pay the cost of the following improvements (if any) in addition to the meter installation fee.

3. An application for water service must be accompanied by a deposit made to the District for the total amount of the required installation fee.
4. All meter installations will be done by authorized agents or employees of the District.
5. The District reserves the right to determine the size of all service connections, and the location of all services with respect to the boundaries of the property involved. The laying of the consumer's pipe line to the meter should not be done until the location of the service connection has been approved by the District.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

6. LINE EXTENSION AGREEMENT

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

*****T

TERMS OF AGREEMENT

1. By signing this Application, the Applicant agrees to the following at the applicant's terms and conditions as contained in the by-laws of the Garden Farms Community Water District, and to any revision of the by-laws pertaining to water service.
2. Applicant agrees to complete all improvements associated with the line extension expense and to the satisfaction of the District within the period agreed to by applicant and District.
3. Applicant agrees to provide a map showing the locations of proposed water connections.
4. Applicant agrees to cooperate with the District Board of Directors or its designee in an investigation and survey of the proposed extension, including the estimated cost thereof.
5. The Board shall consider this Application and investigation, and after such consideration, reject or approve it.
6. The District shall determine an estimated cost of an approved line extension, including engineering and incidental expenses, and when it is determined, the Applicant shall advance twenty-five percent (25%) of the amount of such estimate and thereafter the line shall be installed by the District. Property owner has the option of contracting for the work themselves as long as the work is done by a licensed contractor, meets District specifications and is inspected by district personnel. (06/05)All extensions thus provided for shall be and remain the property of the District.
7. The connection of all water main extensions will be provided for by the District.

8. Terms for refund to the original Applicant for services later hooking on to such water main extensions shall be as follows unless reimbursement is waived in the Agreement:
9. Within thirty (30) days of the completion of the water main extension, the District shall prorate the entire costs thereof against all lots of property that may ultimately be benefited by direct connection to the main extension in proportion to the front footage of such lots or in such manner as may, in the opinion of the District, provide an equitable distribution of the costs. In no case shall any Applicant pay an amount less than the prorated cost of the extension for the length of his frontage as determined above. The main extension charges as described herein shall be in addition to the specified connection charges.
10. The original Applicant(s) shall, up to ten (10) years from the date of signing the form Agreement, be entitled to a refund for each connection later made to the main extension, based on the prorated cost as determined above for each lot or parcel. The District may make extensions to the facilities constructed under this provision without obligation to the Applicant, and refunds will not be made for services connected to said additional extension.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT
 17005 Walnut Avenue
 Atascadero, CA 93422
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7. APPLICATION AND AGREEMENT FOR METER UPGRADE

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

TERMS OF AGREEMENT

1. The property owner (Applicant) is requesting that the Garden Farms Community Water District (District) install a 1-inch meter as part of a construction project on Applicant's property being completed at the Applicant's expense.
1. Applicant has reviewed the request for a meter upgrade with the general manager and understands the terms and conditions of the installation.
2. Applicant agrees to cooperate with the District Board of Directors or its designee in an investigation of the proposed meter upgrade when necessary.
3. By signing this Application, the Applicant agrees to follow the terms and conditions as contained in the by-laws of the Garden Farms Community Water District, and to any revision of the by-laws pertaining to water service.
4. Applicant agrees that the location of the water meter and service line shall not change with the installation of the new meter unless the District deems such relocation necessary for the installation.
5. Applicant agrees to provide the District with a copy of the requirement for the meter upgrade.
6. The District has determined an estimated cost of installing an upgraded meter as follows:
 - 6.1. Short side: \$1,000
 - 6.2. Long side: \$3,500
7. The proposed installation is a _____ With a cost of _____.
8. Applicant shall be required to pay a deposit in the full amount to the Garden Farms Community Water District prior to commencement of installation.

9. The installation of all upgraded meters will be provided for by the District. The District retains the right to schedule the installation at a time of their choosing, within 60 days of the completion of this application and the payment of all required costs and fees.
10. The Board shall consider this Application at its next scheduled Board of Director's Meeting and motion to approve if all necessary conditions are met.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

8. PHASE ONE “WILL-SERVE” LETTER

Garden Farms Community Water District has received a request to serve water to the property at the following location:

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

Improvements to the delivery system may be necessary in order to provide service to the above described property, and to meet fire protection requirements set by the California Department of Forestry. Such requirements shall be adopted by the District as a condition of service, with costs of same to be born by the property owner.

BEFORE SERVICE WILL BE PROVIDED to this property, all the necessary changes and improvements to the system must be made, and any line extensions must be completed to the District’s satisfaction. Necessary fees must also be paid, and PHASE TWO of the “will serve” letter must be signed. The cost of such changes and improvements will be the burden of the property owner or developer. Terms shall be fully described and agreed to in a contractual form.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

9. PHASE TWO “WILL-SERVE LETTER

Garden Farms Community Water District agrees to serve water to the property at the following location:

NAME	
MAILING ADDRESS	EMAIL ADDRESS
HOME PHONE	BUSINESS PHONE
LOCATION OF PROPERTY TO BE SERVED	
DATE SERVICE TO START	

This service is subject to payment of the required fees and providing that the following conditions are met:

1. The customer to be served agrees to adhere to all regulations and policies of the Garden Farms Community Water District.
2. The property and improvements to be served meet with the fire codes as put forth by the fire protection agency of jurisdiction (California Department of Forestry).
3. Any alterations or improvements to the delivery system have been completed to the District’s satisfaction.
4. Properly completed and signed applications for water meter installation and water service are on file with the District.
5. Provide payment for any and all costs and/or fees incurred by the District, including, but not limited to any attorney’s fees incurred on customer’s behalf.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue

Atascadero, CA 93422

(805) 438-3751

10. TRUCKLOAD WATER SALES

BUSINESS NAME	PHONE #
BUSINESS REPRESENTATIVE	PHONE #
MAILING ADDRESS	
WATER SALE START DATE	END DATE
CAPACITY PER LOAD	NUMBER OF LOADS PLANNED
GALLONS OBTAINED NOT TO EXCEED	PER DAY TOTAL

RATE: \$100 PER TRUCK LOAD

CONDITIONS OF SALE

GARDEN FARMS COMMUNITY WATER DISTRICT

1. The District must currently have surplus water available for sale.
2. The District will refuse water to the above named purchaser in the event of an emergency such as fire or loss of power for an extended period of time, or if surplus water is no longer available.
3. Provision of water will cease immediately, if and when District customers experience a disruption of water service or a water quality problem.
4. The District cannot be held responsible for volume, pressure or condition of water sold.

CUSTOMER

1. The above named purchaser will be billed for repair of any damage to District equipment (including but not limited to the hydrant) caused by above named purchaser.
2. Hydrants used for loading water are to be throttled to one half of available water flow.
3. Hours for loading water are between 8:00 am and 5:00 pm, excluding weekends.
4. Only the hydrant at the end of Chestnut Avenue (off of Linden Avenue) will be used for loading water.
5. The purchaser guarantees to the District that there is an air gap between equipment used to obtain water from the hydrant, and water in the container used for transport.

USER:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

17005 Walnut Avenue
Atascadero, CA 93422
(805) 438-3751

11. PERSONNEL AND DISCRIMINATORY HARRASSMENT POLICIES

All policies will adhere to Labor Codes as set by the State of California and the Federal Government. In any case where a policy of the District is in conflict with a mandated procedure, the policy as set by law will take precedent.

EMPLOYEE POLICIES

1. Application for employment position
 - 1.1. All applications for employment must be made in writing, and submitted to the Garden Farms Community Water District General Manager, or the Chairperson of the Board of Directors.
 - 1.2. Applicants must meet all qualifications for the position as set forth by the GFCWD Board of Directors.
 - 1.3. Disqualification of applicants may be made by the GFCWD Board of Directors or the General Manager under the direction of the Board, for any of the following reasons:
 - 1.3.1. Lack of the qualifications set forth by the District.
 - 1.3.2. Omission of, or misstatement of material facts in written application.
 - 1.3.3. Failure to file application within the prescribed time limit.
 - 1.4. Each applicant will be notified by mail or telephone as to acceptance or rejection of his/her application.
 - 1.5. The GFCWD reserves the right to select from the written applications those which the Board of Directors gives priority, and to conduct personal interviews accordingly.
2. Probationary period
 - 2.1. All persons hired by the GFCWD shall go through a probationary period where employment may be terminated without significant cause.
 - 2.2. The length of such period shall be set by the GFCWD Board of Directors, and the information given to the prospective employee prior to employment.
 - 2.3. A salary will be set for the probationary period, and will be reviewed at the end of the probationary period, at which time the amount of the salary may or may not be altered.
 - 2.4. Employees will be either terminated at the end of the probationary period, or hired on a permanent basis.
3. Employment conditions\
 - 3.1. There are no set hours of operation for the Garden Farms Community Water District, and employees are required to perform tasks on an as-needed basis.\
 - 3.2. There is no predetermined amount of time that an employee will be required to work within a set pay period.
 - 3.3. In order to provide continuous service to District customers, employees may be required to work on holidays.
 - 3.4. All work will be compensated at the rate set for routine job performance, and no overtime or extra pay will be provided under any circumstances.

- 3.5. Employees are responsible for tracking their own hours as work is performed. Work hours must be submitted for approval on the last day of the month in order to be included in that pay period.
- 3.6. Paychecks are issued monthly.
- 3.7. There are no benefits outside of salaries provided to employees of the Garden Farms Community Water District.
4. Employee Evaluation and Salary Review
 - 4.1. The job performance of each employee of the GFCWD shall be reviewed on an annual basis, in closed session, by the GFCWD Board of Directors.
 - 4.2. The performance review will be accompanied by a salary analysis.
 - 4.3. Such performance and salary review shall take place after the annual financial audit and report by the District accountant as to the financial status of the GFCWD.
 - 4.4. A report on the findings of the annual review shall be made in writing, and kept in the District personnel files.
 - 4.5. An employee may request attendance at a review of their job performance.
5. Resignations
 - 5.1. Resignations shall be in writing, and submitted to the General Manager or to the Board Chairperson of the GFCWD.
 - 5.2. Resignations shall be effective on the date designated therein, and if no date is designated, it shall be effective immediately if accepted by the Board.
 - 5.3. Once submitted, the resignation may not be withdrawn without the formal approval of the Board of Directors.
6. Disciplinary Action
 - 6.1. An employee who has completed his/her probationary period and attained permanent status may be reprimanded, suspended, demoted, or dismissed for any of the following reasons:
 - 6.1.1. Any of the reasons listed under Section II, (1).
 - 6.1.2. Incompetence.
 - 6.1.3. Inefficiency.
 - 6.1.4. Inexcusable neglect of duty.
 - 6.1.5. Insubordination.
 - 6.1.6. Dishonesty.
 - 6.1.7. Discourteous treatment of the public or other employees.
 - 6.1.8. Willful disobedience.
 - 6.1.9. Misuse of District property.
 - 6.1.10. Repeated violations of District safety rules or policies.
 - 6.2. The following process shall be used to take disciplinary action against an employee of the GFCWD.
 - 6.2.1. All complaints against an employee shall be brought to the attention of the General Manager. Complaints about the General Manager shall be brought to the Chairperson of the Board of Directors.
 - 6.2.2. The General Manager (Chairperson) shall discuss the issue with the employee in question, giving specific information to allow for changes in the undesirable behavior.
 - 6.2.3. If the employee fails to comply, the issue will be brought to the attention of the Board of Directors at a meeting of the Board.

- 6.2.4. The Board shall submit in writing a full description of the concerns addressed in closed session.
- 6.2.5. The written report shall include procedures to be followed and/or behavior to be changed in order for the party under review to remain in the position held with the Garden Farms Community Water District.
- 6.2.6. A probationary period shall be set in order for the employee to have the opportunity to make the requested changes.
- 6.2.7. The probationary period may be followed by either suspension or termination of the employee if the conditions are not met.
- 6.3. Dismissals: Any employee with permanent status may be dismissed by the GFCWD Board of Directors by a written order. The written order shall be served upon the employee either personally, or by registered mail, prior to the effective date of the dismissal, and shall include:
 - 6.3.1. A statement of the action being taken.
 - 6.3.2. The effective date of the action.
 - 6.3.3. A statement in ordinary and concise language, of the acts or omissions upon which the action is based.
 - 6.3.4. The employee may, within seven business days following service of the order of dismissal, appeal to the Board of Directors. The appeal shall be in writing, and set forth the facts upon which the appeal is based, and the relief requested.
 - 6.3.5. The GFCWD Board of Directors reserves the right to act or not act upon such written appeals as it deems fit.

7. DISCRIMINATORY HARASSMENT POLICY

- 7.1. A businesslike workplace assures courteous treatment for both employees and the public. Discriminatory harassment is derogatory comments, physical acts and insults which are made on the basis of an employees protected status. Sexual harassment includes unwelcome sexual overtures where submission is made a term or condition of employment, or the basis for an employment decision. Discriminatory and sexual harassment unreasonably interfere with an employee’s work performance by creating an intimidating or offensive work environment. Both are considered employee misconduct, and are grounds for disciplinary action.
- 7.2. Often, simply advising someone of the offensive nature of his/her behavior will resolve the problem. If possible, an employee should inform the harasser that his/her behavior is unwelcome, offensive, in poor taste, and highly inappropriate.
- 7.3. When an employee’s effort to resolve the harassment is unsuccessful, or when an employee feels uncomfortable or threatened in raising the issue with the harasser, the employee is urged to make a complaint to the General Manager or Board Chairperson.

EMPLOYEE:	DATE:
DISTRICT:	DATE:

GARDEN FARMS COMMUNITY WATER DISTRICT

12. AFFIDAVIT OF POSTING

The undersigned is the Secretary of the governing board of the Garden Farms Community Water District, and as such, the undersigned declares that attached hereto is a true copy of the Public Notice that was posted for public inspection on the

_____,
(location of posting)

on _____, the _____ day of _____, _____ .
(day of week) (date) (month) (year)

By: _____
(Secretary)

GARDEN FARMS COMMUNITY WATER DISTRICT

3. APPENDIX C: BROWN ACT

1. ATTENDING MEETINGS WITH OTHER AGENCIES: Board Members do not discuss amongst themselves, other than as part of the scheduled meeting, business within the jurisdiction of their local agency.
2. ATTENDING COMMITTEE MEETINGS: Board Members who are not part of the standing committee attend only as observers and do not participate in the meeting.
3. TELECONFERENCING MEETING: Must comply with posting requirements, etc. Agendas posted at all teleconferencing locations, which locations are identified in the meeting notices and agendas. All votes made by roll call.
4. COMMITTEE MEETINGS: Advisory and standing committees no longer must adopt regular time and place of regular meeting.
5. OBTAINING AGENDAS: Requests for mailing renewed yearly; can request pay employee time to, and cost of, mailing, but not agenda prep time. Must mail earliest of: when posted, or when distributed to majority of Board Members.
6. NON-AGENDA ITEMS: Board may take action only if vote by 2/3 present that there is a need to take immediate action, and that this need came to attention after agenda was posted.

4. APPENDIX D: SAFETY MANUAL

GARDEN FARMS COMMUNITY WATER DISTRICT

1. PURPOSE: To identify areas where safety precautions need to be taken, and list recommended procedures to limit accidents.
2. SAFETY AREAS
 - 2.1. Vehicle operation
 - 2.2. Hazards created by District activities, construction, and repairs
 - 2.3. Fire prevention
 - 2.4. Electrical hazards
 - 2.5. Handling of hazardous materials
 - 2.6. Securing District property
 - 2.7. Proper use of tools and operation of equipment
 - 2.8. Emergency procedures
3. VEHICLE OPERATION
 - 3.1. Safe driving habits and compliance with traffic laws
 - 3.2. Vehicles maintained in good operating condition
 - 3.3. Adherence to necessities of Garden Farms traffic environment
 - 3.3.1. Narrow roads allowing one way traffic only, in many areas
 - 3.3.1.1. Necessitates parking work vehicles so as to leave roadway open
 - 3.3.1.2. Demands minimal travel speeds
 - 3.4. Use of roads for foot traffic, bicycles, horse, and other animal traffic
 - 3.4.1. Demands minimal travel speeds
 - 3.4.2. Requires extra vigilance
 - 3.5. Frequency of children in or near roadway
 - 3.5.1. Demands minimal travel speeds
 - 3.5.2. Requires extra vigilance
4. DISTRICT CREATED HAZARDS
 - 4.1. Examples: All require necessary warning signs, barriers, or personnel supervision.
 - 4.1.1. Open holes
 - 4.1.2. Exposed piping
 - 4.1.3. Exposed gate valves
 - 4.1.4. Road obstructions
 - 4.1.5. Stacked or piled equipment of materials
 - 4.1.6. Unsecured well yards
 - 4.2. Road hazards that necessitate road closure
 - 4.2.1. Must be properly marked, well in advance of the hazard
 - 4.2.2. Proper agencies must be contacted
 - 4.2.2.1. County Roads Department, North County

- 4.2.2.2. Sheriff's Department
 - 4.2.2.3. All emergency response agencies
 - 4.2.2.4. Schools, if busses are affected
 - 4.3. No significant hazard should be left unsupervised
- 5. FIRE PREVENTION
 - 5.1. Weed abatement program
 - 5.1.1. To be weed whacked on an as needed basis
 - 5.1.1.1. All fire hydrants and gate valves
 - 5.1.1.2. All mainline gate valves
 - 5.1.1.3. Well #1 inside
 - 5.1.1.4. Well #2 in front of, and inside
 - 5.1.1.5. Well #3 inside
 - 5.1.2. To be mowed with a tractor on an as needed basis
 - 5.1.2.1. Storage tank
 - 5.1.2.2. District property adjacent to Garden Farms Church
 - 5.1.2.3. Well #1 front and back outside
 - 5.2. Handling of flammable materials
 - 5.2.1. Proper storage
 - 5.2.2. Proper disposal
 - 5.3. Trash management and periodic removal
 - 5.4. Inspection of electrical facilities to prevent fire
 - 5.5. Caution with open flame or increased temperatures around flammable materials
 - 5.6. Use of fire retardant building materials
 - 5.7. Periodic check of fire hydrants
- 6. ELECTRICAL HAZARDS
 - 6.1. Periodic inspection of wiring and electrical equipment
 - 6.2. Proper installation of electrical equipment with attention to code requirements
- 7. HANDLING OF HAZARDOUS MATERIALS (chlorine, etc.)
 - 7.1. Use of protective gear
 - 7.1.1. Goggles
 - 7.1.2. Gloves
 - 7.1.3. Protective clothing
 - 7.2. Proper storage
 - 7.2.1. Sealed containers
 - 7.2.2. In locked facility
 - 7.2.3. Prevent improper exposure (heat, sunlight)
 - 7.3. Spill control
 - 7.3.1. Reduction of possibility
 - 7.3.2. Proper procedures in case of a spill
 - 7.4. Education
 - 7.4.1. Employees notified of hazards with toxic substances
 - 7.4.2. Written instructions clearly posted
 - 7.4.3. Supervision of unauthorized personnel

8. SECURING DISTRICT PROPERTY
 - 8.1. Use and inspect locks
 - 8.1.1. On all compound gates
 - 8.1.2. On all sheds and buildings containing electrical equipment, chlorine equipment, tools and other items of value.
 - 8.2. Periodic examination of fencing
 - 8.3. Periodic inspection of all unsecured District property
 - 8.4. Periodic inspection of tank
 - 8.4.1. Locks secure, ladder and lid
 - 8.4.2. Examine for trespassing

9. PROPER WORK PROCEDURES: OPERATION OF EQUIPMENT, USE OF TOOLS
 - 9.1. Employee use only equipment trained to operate
 - 9.2. No unauthorized use of equipment
 - 9.3. Use proper tools for the job
 - 9.4. Adhere to manufacturer's recommendations and warnings

10. EMERGENCY PROCEDURES to be implemented in case of emergencies such as that experienced in the Highway 41 Fire
 - 10.1. Top off tank at first sign of fire
 - 10.2. Immediately acquire generator compatible with Well #1 (480 volts), and have on standby
 - 10.3. Request that residents not use water for anything other than domestic use
 - 10.4. Keep public fire fighting units apprised of water availability

5. APPENDIX E: INJURY & ILLNESS PREVENTION PROGRAM

GARDEN FARMS COMMUNITY WATER DISTRICT

1. MANAGEMENT POLICY STATEMENT

- 1.1. It is the policy of GARDEN FARMS COMMUNITY WATER DISTRICT that every employee is entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of accident prevention, fire protection, and health preservation.
- 1.2. The management concept of GARDEN FARMS COMMUNITY WATER DISTRICT is not production and safety; it is production with safety. When production with safety is achieved, production with efficiency is attained simultaneously.
- 1.3. We at GARDEN FARMS COMMUNITY WATER DISTRICT have a basic responsibility to make safety of human beings a part of our daily, hourly concern. We will be counting on you to do your part in making our program an effective one.
- 1.4. The successful operation of GARDEN FARMS COMMUNITY WATER DISTRICT will depend not only on a reliable water supply and customer service, but also how safely each job is performed. There is no job so important – or any service so urgent – that we cannot take time to work safely. We consider the safety of our personnel to be of prime importance, and we expect your full cooperation in making our program effective.

Sincerely,

General Manager

1. IDENTIFICATION OF SAFETY MANAGER

- 1.1. The injury and illness prevention (IIP) program administrator, Marcia Joyce, has the authority and the responsibility for implementing and maintaining this IIP program for GARDEN FARMS COMMUNITY WATER DISTRICT.
- 1.2. Managers and supervisors are responsible for implementing and maintaining the IIP program in their work areas and for answering worker questions about the IIP program. A copy of this IIP program is available from each manager and supervisor.

2. COMPLIANCE
 - 2.1. All workers, including volunteers and contract employees, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include the following:
 - 2.1.1. Informing workers of the provisions of our IIP program;
 - 2.1.2. Evaluating the safety performance of all workers;
 - 2.1.3. Recognizing employees who perform safe and healthful work practices;
 - 2.1.4. Providing training to workers whose safety performance is deficient;
and
 - 2.1.5. Disciplining workers for failure to comply with safe and healthful work practices.
3. COMMUNICATION
 - 3.1. We recognize that open two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.
 - 3.2. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of the following:
 - 3.2.1. New worker orientation including a discussion of safety and health policies and procedures.
 - 3.2.2. Review of our iip program.
 - 3.2.3. Workplace safety and health training programs.
 - 3.2.4. Orientation to mechanized equipment.
 - 3.2.5. Regularly scheduled safety meetings.
 - 3.2.6. Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
 - 3.2.7. Posted or distributed safety information.
4. HAZARD ASSESMENT
 - 4.1. Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in our workplace.
 - 4.2. Periodic inspections are performed according to the following schedule:
 - 4.2.1. When we initially established our IIP program.
 - 4.2.2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
 - 4.2.3. When new, previously unidentified hazards are recognized;
 - 4.2.4. When occupational injury and illness occur;
 - 4.2.5. Whenever workplace conditions warrant an inspection
5. ACCIDENT/EXPOSURE INVESTIGATIONS
 - 5.1. It is the policy of GARDEN FARMS COMMUNITY WATER DISTRICT to carry out a thorough program of accident/exposure investigation. Supervisory

- personnel will be primarily responsible for making an investigation of all accidents and hazardous exposures in their areas of responsibility.
- 5.2. The primary goal of the accident/exposure investigation program is the prevention of future similar accidents through the use of knowledge derived from the investigations. Additionally, the investigation will be used to prepare reports required by federal and state laws as well as the worker's compensation insurance carrier.
 - 5.3. When an employee is injured or exposed at work, the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible and protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. Procedures for investigating workplace accidents and hazardous substance exposure are as follows:
 - 5.3.1. Go to the scene of the accident as soon as possible
 - 5.3.2. Interview with the injured person, if possible. Interview witnesses. Stress getting the facts, not placing blame or responsibility. Ask open-ended questions.
 - 5.3.3. Listen for clues in the conversations around you. Unsolicited comments often have merit.
 - 5.3.4. Encourage people to give their ideas for preventing a similar accident.
 - 5.3.5. Examine the workplace for factors associated with the accident/exposure.
 - 5.3.6. Study possible causes of the accident/exposure. (i.e. unsafe conditions, unsafe practices)
 - 5.3.7. Confer with interested persons about possible solutions.
 - 5.3.8. Write your accident report giving a complete, accurate account of the accident.
 - 5.3.9. Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.
 - 5.3.10. Publicize corrective action taken so that all may benefit from the experience.
 - 5.3.11. Record the findings and corrective action taken.
 - 5.4. In order for the supervisor's report to be effective, it should contain as a minimum a detailed answer to the following questions:
 - 5.4.1. What was the employee doing? Explain in detail the activity of the employee at the time of the accident.
 - 5.4.2. What happened? Indicate in detail what took place, describe the accident, the type of injury, the part or parts of the body affected, and whether the employee was wearing appropriate safety equipment.
 - 5.4.3. What caused the accident? Explain in detail the condition, act, malfunction, etc. that caused the accident. Remember that it is possible to have more than one reason or cause for an accident.
 - 5.4.4. What can be done to prevent recurrence? Indicate corrective action to prevent a similar accident.
 - 5.5. The supervisor's report, along with the employee report, must be submitted to the main office not later than 24 hours after the accident. Each supervisor must

maintain an adequate supply of the supervisor's report and the employee's report forms, which may be obtained from the main office.

6. HAZARD CORRECTION

- 6.1. Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:
 - 6.1.1. When observed or discovered;
 - 6.1.2. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous conditions shall be provided with the necessary protection; and
 - 6.1.3. All such actions taken and dates they are completed shall be documented on the appropriate forms

7. TRAINING AND INSTRUCTION

- 7.1. All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided as follows:
 - 7.1.1. When the IIP Program is first established.
 - 7.1.2. To all workers given job assignments for which training has not previously been provided.
 - 7.1.3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
 - 7.1.4. Whenever the employer is made aware of a new or previously unrecognized hazard.
 - 7.1.5. To board members to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
 - 7.1.6. To all workers with respect to hazards specific to each employee's job assignment.

8. General workplace safety and health practices include, but are not limited to, the following:

- 8.1. Implementation and maintenance of the IIP Program.
- 8.2. Emergency action and fire prevention.
- 8.3. Provisions for medical services and first aid including emergency procedures.
- 8.4. Prevention of musculoskeletal disorders, including proper lifting techniques.
- 8.5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- 8.6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
- 8.7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
- 8.8. Proper reporting of hazards and accidents to supervisors.
- 8.9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.

- 8.10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.
- 8.11. Ensuring that all equipment is appropriately guarded.
- 8.12. Ensuring that toggle switches are guarded to prevent accidental starts.
- 8.13. Keeping hand tools in good repair.
- 8.14. Replacing guards after cleaning or repair.
- 8.15. Use of personal protective equipment during steam cleaning.
- 8.16. Keep work areas free of slipping hazards.
- 8.17. Keep electrical cords out of walkways.
- 8.18. Keep drains unclogged.
- 8.19. Long hair must be kept up or covered when working with or near machinery.
- 8.20. Avoid wearing loose clothing or jewelry around machinery.

9. RECORD KEEPING

- 9.1. The following records shall be kept by the safety manager:
 - 9.1.1. Records of periodic safety inspections, including unsafe conditions found and corrective action taken/recommended.
 - 9.1.2. Safety and health training documentation for both general safety procedures and job specific hazards (lifting, forklifts, etc.).
 - 9.1.3. Safety committee meeting notes and recommendations.
 - 9.1.4. All accident reports.
- 9.2. In addition, our establishment is not on a designated high hazard industry list. We are on a designated moderate industry list, and have taken the following steps to implement and maintain our IIP Program:
 - 9.2.1. Records of hazard assessment inspections, including the person(s) or persons conducting the inspection, the unsafe conditions and work practices that have been identified the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form; and
 - 9.2.2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers, are recorded on a worker training and instruction form.
 - 9.2.3. Inspection records and training documentation will be maintained According to the following schedule:

6. APPENDIX E: EMERGENCY PROCEDURES

GARDEN FARMS COMMUNITY WATER DISTRICT

1. EMERGENCY ACTION PLAN
 - 1.1. Major disasters must be anticipated and procedures must be developed and mastered if the well-being of our personnel is to be protected and we are ready to serve our community.
 - 1.2. The following pages detail the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergencies.
 - 1.3. Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well.
2. GENERAL INFORMATION
 - 2.1. An important phone call needs to be made if this facility is to be evacuated for any of the following reasons:
 - 2.1.1. A fire or disaster within the facility.
 - 2.1.2. An external hazardous condition threatening the facility.
 - 2.1.3. If either of these two situations occur, notify: EMERGENCY 911
3. FIRE PROCEDURES
 - 3.1. ****keep calm.....report all fire and smoke****
 - 3.2. Remove personnel from the building.
 - 3.3. Close all doors and window in the fire area, only if this can be done safely.
 - 3.4. Notify the fire department.
 - 3.5. Attempt to extinguish the fire with the use of on-premises equipment (extinguishers, hoses, etc.) A minimum of two persons is required to fight a fire, to ensure employee safety, this is to be done only during the early stages of the fire.
 - 3.6. Fire extinguishers for the facility are located in the shed at well #1 and in the church meeting room.
4. EARTHQUAKE PROCEDURES
 - 4.1. In the event of an earthquake, the following procedures shall be follow:
 - 4.1.1. Assess damage and injuries.
 - 4.1.2. Give first aid as needed. Remember, after an earthquake, utilities, police, and fire agencies may not be readily available. Do not attempt to telephone unless essential.
 - 4.1.3. Notify executive management if any employees are away from the premises and cannot be identified or contacted.
 - 4.1.4. Call the fire department only in the case of a fire.
 - 4.1.5. The nearest facility for treatment is: Sierra Vista Medical Center
 - 4.1.6. Have damaged or potentially damaged utilities shut off at the main controls

- 4.1.7. Personnel are to be instructed during orientation that they are to take shelter under a sturdy table or equipment during an earthquake and remain there until all shaking has ceased.
- 4.1.8. Evacuate as necessary, supervisors shall be responsible for seeing that employees are evacuated to a safe area outside the building and clear of overhead electrical lines, utility posts, block walls, etc., which might fall during aftershocks. Be alert for fallen high tension lines which may be touching metal objects on the ground.
- 4.1.9. Have all areas of the building inspected for damage before allowing personnel to return to the building(s).\
- 4.1.10. Have gas, electrical, water and fuel systems checked for damage before allowing personnel to return to the building(s).
- 4.1.11. Drinking water should be checked to determine that it is not contaminated, water contained in toilet tanks can be boiled and used if absolutely necessary for drinking or treating injuries.

7. APPENDIX F: NEW EMPLOYEE SAFETY CHECKLIST

GARDEN FARMS COMMUNITY WATER DISTRICT

Employee: _____

Department: _____

Date Hired: _____ Supervisor: _____

Supervisor: check off each item as you discuss it with the new employee prior to having that employee start work.

_____ employee provided company safety policy statement and safety rules.

_____ explained functions of company safety committee.

_____ reviewed injury reporting procedures.

_____ reviewed housekeeping and cleanup procedures.

_____ located first aid kits and/or emergency medical facility.

_____ reviewed evacuation procedures and any specific duties.

_____ does the employee understand the above?

I acknowledge that information on the above subjects was furnished to me during my orientation.

Employee Signature _____ Date _____

I have instructed the above named employee in the fundamentals of safety practices.

Supervisor Signature _____ Date _____

SAFETY RESPONSE

This form should be used to report safety conditions to management so that management can respond and also ensure conformity of corrective action throughout the company.

Job Location _____

Date _____

Safety
Problem _____

Immediate Action
Taken _____

Recommendation for Future
Action _____

Signed _____
*(signature voluntary)

*Please note you are not required to identify yourself if you do not want to. Simply complete this form and submit anonymously to the main office.

8. APPENDIX G: WORKPLACE SAFETY MEMORANDUM

GARDEN FARMS COMMUNITY WATER DISTRICT

To: Employees

From: GARDEN FARMS COMMUNITY WATER DISTRICT Board of Directors

Re: Workplace Accident Investigation Procedures

Date:

In the event of a workplace accident involving the serious injury or death of an employee, this Company is required to inform the closest Cal-OSHA District Office of the accident by telephone or telegraph within 8 hours. If such an illness or injury occurs, you are instructed to conform to the following procedures:

All employees are to be instructed to immediately inform their supervisors of the occurrence of serious workplace illness, injury or death. Upon receiving such notice, supervisors shall immediately inform one of the Company's executive officers, and the executive officer shall immediately contact the Company's legal counsel.

The Company's legal counsel shall be notified, and the General Manager and a designated board member will be responsible for investigating the accident scene; however, the supervisor responsible for the work area in which the accident took place should immediately conduct an initial investigation of the accident scene to preserve all evidence and shall secure the area in which the accident took place.

The designated board member conducting the initial investigation should prepare a brief written outline of the facts and circumstances of the accident and obtain witness statements as soon as possible while the facts are fresh, and before witnesses forget important details. Each employee involved in the accident will write his/her own recollections of the details, in his own words.

If possible, the designated board member should interview the injured worker at the scene of the accident and attempt to "walk" the employee through a mock re-enactment of the accident.

The purpose of the investigation is to find the cause of an accident and to reeducate employees to prevent further occurrences, not to fix blame. An unbiased approach is necessary for obtaining objective findings.

All interviews should be conducted as privately as possible and witnesses should be interviewed one at a time. The designated board member conducting the initial investigation should attempt to talk with everyone who has knowledge of the accident, even if they did not actually witness it.

All witnesses should be given a copy of the Company's Memorandum concerning government investigations of workplace accidents.

The designated board member conducting the initial investigation should also obtain signed witness statements in cases where facts are unclear or where there is an element of controversy as to the sequence and probable cause of the accident.

The designated board member should document details graphically. Use sketches, diagrams and photos as needed, and take measurements when appropriate.

The investigation should also focus on causes and hazards. An analysis should be developed as to what happened, how it happened and how it could have been prevented. Determine what caused the accident itself, not just the injury.

The investigation should also include an action plan as to how similar accidents can be prevented in the future.

If it appears that a third party or a defective product contributed to the accident, save any evidence. It could be critical to the recovery of claims costs.

9. APPENDIX H: ACCIDENT/EXPOSURE INVESTIGATION REPORT

Date & Time of Accident:	
Location:	
Accident Description:	
Employees Involved:	
Preventive Action Recommendations:	
Corrective Action Taken:	
Manager Responsible:	Date Completed: