

Westlands Water District

Bylaws

and

Rules and Regulations

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**BYLAWS OF WESTLANDS WATER DISTRICT
AS AMENDED MARCH 20, 2018**

I. MANNER OF CALLING ELECTIONS

All District elections, both general and special, shall be called by majority vote of the Board of Directors in accordance with the requirements of the California Water District law (District law), the Uniform District Election Law (UDEL), and other applicable law. The resolutions calling each and all such elections shall be entered in full in the minutes of the Board.

II. TIME, PLACE AND MANNER OF CONDUCTING ELECTIONS

All District elections, both general and special, shall be held at a time and place and conducted in accordance with District law, UDEL, and other applicable law.

All District elections, both general and special, shall be conducted within the District.

All District elections, both general and special, shall be conducted by all-mail ballot as prescribed by District law, UDEL, and other applicable law. The Board of Directors shall, before any general or special District election is held, give public notice of the time, place, and purpose of the election in accordance with the requirements of District law, UDEL, and other applicable law.

III. MANNER OF VOTING

At all District elections, both general and special, each holder of title to land within the District shall have one vote for each dollar's worth of land to which he holds title, in accordance with California Water District Code Section 35003 and other applicable law. The next preceding assessment book of the District is conclusive evidence of ownership and of the value of the land so owned.

Every voter, or his legal representative, shall be entitled to vote by mail ballot at any District election. Voting shall be conducted in a manner prescribed by the District law, UDEL, and other applicable law.

IV. NOMINATION AND APPOINTMENT OF DIRECTORS

The District's Board of Directors shall be comprised of nine directors. Persons shall be nominated as candidates for election to the office of director by filing a nomination petition at the District office in the form, manner, and during the period of time prescribed by District law, UDEL, and other applicable law. Only names of persons properly nominated shall be printed on the ballots, but a blank space for each office of director to be filled shall be left after the names of the candidates in which the voters may write in another name if they desire. If at the close of the prescribed nomination period, only one person has been nominated for any office of director to be filled at that election, or no one has been nominated for such office, or, in the case of directors to be elected from the District at large the number of nominees for director does not exceed the number of offices of director to be filled at the election, and unless a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the District, requesting that the general District election be held has been presented to the officer conducting the election, the District shall submit a certificate of these facts to the Fresno County Board of Supervisors. The District shall also request the Board of Supervisors of the County of Fresno, in which the greatest portion of the District is situated, to appoint to such office or offices the person or persons nominated or, if no person has been nominated for an office, any qualified person. The persons appointed by the Board of Supervisors of Fresno County shall qualify and take office and serve as if elected at a general election.

In the event of a vacancy on the Board of Directors, the Board of Directors may fill the vacancy by appointment in accordance with Government Code Section 1780 or other law applicable to California water districts.

V. QUALIFICATION AND DUTIES OF DIRECTORS, THEIR TENURE OF OFFICE AND TIME AND MANNER OF THEIR APPOINTMENT

A director of the District shall be a holder of title to land within the District or the legal representative of a holder of title to land. If a corporation holds title to land, any person selected by resolution of its board of directors filed with the District may serve as a director.

At the first general election following the formation election, two directors shall be elected for the full term of four years, and thereafter a general election shall be held every two years upon the expiration of the respective terms. The term of each director subsequent to the directors elected at the formation election is four (4) years. Each director shall hold office until his successor is elected and qualified. After winning a general election, a

director shall take his office at noon on the first Friday in December following the general election. After winning a special election or after appointment, a director shall take his office in the time and manner and for the term provided by District law, UDEL, and other applicable law.

The Board of Directors shall manage and conduct the business and affairs of the District. Meetings of the Board of Directors shall be noticed and convened in accordance with applicable California law.

The Board of Directors shall elect one of its members as President who shall serve until the Board has elected a successor. The President shall preside over all meetings of the Board. The President and his or her delegatee shall develop the agenda for all meetings of the Board. The President shall appoint Directors to any Standing Committee the Board establishes and shall appoint a chairperson for any such Standing Committee. The President shall serve as a member of all Advisory and Standing Committees; provided, that the President shall not have the authority to control any Committee's agenda and his or her powers shall be the same as the other non-chair members of the respective Committee. In the event of an absence by the respective Committee's chairperson, the President shall not serve as acting Chairperson. The President shall have other powers and duties as may be prescribed by the Board or the bylaws.

The Board of Directors shall elect one of its members as Vice-President who shall serve until the Board has elected a successor. In the absence or disability of the President, the Vice-President shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall have such other powers and perform other duties as may from time to time be delegated by the Board of Directors.

There may be, in accordance with the Brown Act and other applicable laws and at the discretion of the Board and at the appointment of the President, both Advisory and Standing Committees, the purpose of which is to provide advice and recommendations to the Board on discreet issues within the subject matter jurisdiction of the established Committee. Any Committee so established shall be chaired by a Chairperson. The Chairperson shall preside over all meetings of his or her respective Committee. The

Chairperson and his or her delagatee shall develop the agenda for all meetings of the respective Committee. The Chairperson shall have other powers and duties as may be prescribed by the Board or the bylaws.

VI. APPOINTMENT OF OFFICERS

The Secretary of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Secretary shall keep a record of all the proceedings had at the meetings of the Board of Directors and shall perform such other duties as may be required by law or the Board. The Secretary shall file all documents pertaining to the District affairs in the office of the District and the same shall be open to inspection at all times by any interested person, in accordance with the Public Records Act and other applicable law.

The Assessor of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Assessor shall in each fiscal year prepare the District assessment book, prepare and mail any assessments to be levied upon landowners within the District, submit to the Board of Directors a statement of all assessments levied against property in the District, and do and perform such other duties as are required of the Assessor by District law and other applicable law.

The Tax Collector of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Tax Collector shall perform the duties required of the Tax Collector by District law and other applicable law.

The Treasurer of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Treasurer shall receive to the credit of the District and in trust for its use and benefit all monies belonging to the District, and shall deposit all such monies and other valuables in the name of and to the credit of the District with such depositories as may be designated by the Board. The Treasurer shall disburse funds of the District as may be ordered by the Board and shall render to the President and the Directors, whenever they request it, an account of all his transactions as Treasurer and the financial condition of the District. Books of account as maintained by or under the authority of the Treasurer shall at all times be open to inspection by any Director. The Treasurer shall perform other duties required of the Treasurer by the Board of Directors, District law, and other applicable law.

VII. COMPENSATION OF DIRECTORS AND OFFICERS

Directors may be paid for their services in attending meetings of the Board or for any work performed by a director for the District, upon action of the Board, in the manner and to the extent provided for by District law or other state law applicable to California water districts. A director shall be entitled to reimbursement for reasonable expenses necessarily incurred by him for performing services on behalf of the District when authorized to perform such services by the Board of Directors.

The Assessor, Treasurer, Tax Collector, and Secretary shall be paid an amount as may be determined by the Board for each fiscal year that he or she shall perform the duties of the office. If their services shall be terminated prior to the expiration of a fiscal year, their salary shall be prorated to the date of cessation and such salary shall be paid up to the date of cessation of service. When a District employee is appointed to serve as Assessor, Treasurer, Tax Collector, or Secretary, that employee may receive additional compensation as determined by the Board above his/her annual salary as a District employee for the additional services rendered while serving as an officer of the District.

VIII. LOCATION OF THE DISTRICT OFFICE

The office of the District is hereby fixed at 3130 North Fresno Street, Fresno, California.

If for any reason it is necessary that the location of the District office be changed or that a change of location of said office will better suit the convenience of the District and its landowners, the Board of Directors is hereby expressly authorized and empowered by a four-fifths (4/5ths) vote to change the location of the District office to some other place or location within the County of Fresno.

IX. INCURRING INDEBTEDNESS BY DISTRICT

The District, upon action by the Board of Directors, in any fiscal year may borrow money to pay its expenses and anticipated expenses for that fiscal year in the event the revenues received by the District to that date are insufficient to discharge such expenses as they mature, and to issue evidences of indebtedness for such borrowing executed by the President and the Secretary in the name of and on behalf of the District. The District shall not borrow any money or incur any indebtedness which is not payable from the revenues of the current fiscal year except by a bond issue or by warrants authorized as provided by District law.

X. METHOD OF AMENDING OR REPEALING BYLAWS

The bylaws of the District may be repealed or amended or new bylaws adopted by more than a four-fifths (4/5ths) vote of the Board of Directors of the District, subject to approval by the Board of Supervisors, or by the assent of two-thirds (2/3rds) of the total vote of the District, given either in writing or by ballot cast at a District election.

XI. RESIDUAL POWERS

All powers for the management, government and control of the District and its affairs not by law or these bylaws conferred upon any other person, officer or official are hereby reserved in the Board of Directors of the District.

XII. PENALTIES FOR ANY BREACH OR INFRACTION OF THESE BYLAWS

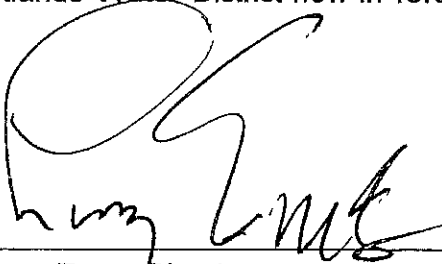
Any person amenable to these bylaws who shall violate the same shall be subject to levy of suitable penalties to be levied and assessed by the Board of Directors, not to exceed \$200 for any one offense.

The Board of Directors of WESTLANDS WATER DISTRICT, by the undersigned majority of the Directors thereof, and the undersigned Secretary of Westlands Water District, DO HEREBY CERTIFY that the foregoing amended bylaws of WESTLANDS WATER DISTRICT was duly adopted by more than a four-fifths (4/5ths) vote of the Directors; to wit, by eight of the nine members of the said Board at a meeting duly and regularly held on the 19th day of February, 2013; and that the foregoing amended bylaws of WESTLANDS WATER DISTRICT are, subject to the approval of the Board of Supervisors of the County of Fresno, the original amended bylaws of Westlands Water District now in force and effect.

Dated: March 20, 2018




Frank Coelho, Director



Larry Enos, Director




Jim Anderson, Director



Dan Errotabere, Director



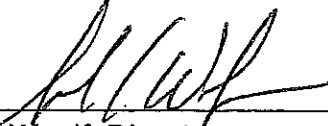
Ryan Ferguson, Director



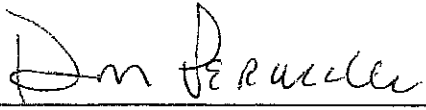
William Bourdeau, Director



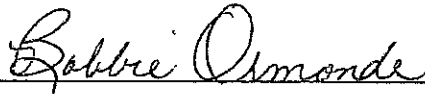
Todd Neves, Director



Sarah Woolf, Director



Don Peracchi, Director



Bobbie Ormonde, Secretary

ARTICLE 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of these Regulations is to delineate the general rules and procedures which are to be followed in the operation of the District.

1.2 METHOD OF AMENDMENT

Changes in these Regulations shall be made only by the Board of Directors at a duly constituted meeting through the adoption of a motion or resolution in which one or more sections are superseded by revised sections or new sections are added. The master copy of the Regulations, including all changes, shall be available for inspection at the office of the District during office hours.

1.3 CONFLICTS WITH OTHER ACTIONS OF THE BOARD

In the event of a conflict between these Regulations, and any other action by the Board concerning a specific matter, the latter shall control; Provided, that these Regulations shall supersede all regulations, rules or policies heretofore issued or established by the Board of Directors or the Manager.

1.4 REDELEGATION OF AUTHORITY

The Manager may redelegate any of the authority delegated to him by these Regulations or otherwise by the Board of Directors. As used herein, the term "Manager" includes either the Manager or his designee.

1.5 EFFECTIVE DATES

Except as otherwise specifically provided, these Regulations, or any modifications thereof, shall be effective on the date of their adoption.

ARTICLE 2. REGULATIONS FOR THE ALLOCATION AND USE OF AGRICULTURAL WATER WITHIN WESTLANDS WATER DISTRICT

2.1 PURPOSE

Westlands Water District has long-term contractual and legal entitlements with the United States for a firm supply of 1,191,185 acre-feet (AF) of Central Valley Project (CVP) water during each water year. In some years, the District may acquire additional water pursuant to its entitlements, or other water. On April 2, 2002, the District and landowner representatives executed the "Agreement for Distribution of Water, Allocation of Cost, and Settlement of Claims", thereby resolving issues and controversies relating to and providing for the allocation of CVP water to lands within the District. These Regulations establish the rules and procedures for allocation and use of agricultural water.

2.2 GLOSSARY OF TERMS AND DEFINITIONS

- A. Acreage Based Cap – the per acre amount of water determined by dividing the Cap for the rescheduling period by the District's irrigable acres, net of District owned lands, as of March 1 that may be rescheduled into the subsequent Water Year.
- B. Acquired Lands – lands acquired by the District, or lands for which the permanent right to its per acre entitlement has been acquired by the District, and lands acquired by the United States pursuant to an agreement with the District dated August 11, 1998.
- C. Agricultural Water - water used for irrigation and other agricultural purposes directly related to the growing of crops.
- D. Agricultural Water Allocation Application and Purchase Agreement (referred to as Allocation Application) - an agreement between the District and a water user which describes the land held by the water user, the amount of water requested by the water user, and which obligates the water user to accept and pay for all water supplied by the District.

- E. Allocated; Allocation - amount of water ratably distributed to eligible District lands.
- F. Annexed Lands - lands which became a part of Westlands Water District after July 1, 1965 (the annexed area), as shown on Westlands Water District Dwg. No. 582, dated December 21, 1976, revised November 12, 1986, entitled "Areas of Service Priority."
- G. Cap Loss – amount of water remaining at year end in excess of the Cap imposed by the Bureau of Reclamation or the District on water that may be rescheduled at the end of the water year and which shall be lost.
- H. Contract Water - any water obtained under the contractual and legal entitlements including additional and interim supplies.
- I. Cropland - irrigable acreage as determined by U.S. Farm Service Agency (FSA) or District measurements.
- J. Cushion - water set aside for system losses and other uses each water year, in the amount of 1 percent of contract water or 6,000 acre-feet, whichever is greater.
- K. Eligible Cropland – land that is eligible for allocation or delivery of water under Reclamation law and any applicable District Regulation.
- L. Entitlements - water provided pursuant to the contractual and legal obligations between Westlands Water District and the United States for water supply and distribution.
- M. Furnish - to deliver or provide. For purposes of these Regulations, water has been furnished, delivered, or provided to a water user at the time the water in question physically exits District-owned facilities, property, or infrastructure.
- N. Merged Lands - lands which formed a part of the original Westplains Water Storage District on June 28, 1965 (the original Westplains area), as shown on Westlands Water District Dwg. No. 582, dated December 21, 1976, revised November 12, 1986, entitled "Areas of Water Service Priority."

- O. M&I Use - the use of water for drinking, cooking, bathing, showering, dish washing, and maintaining oral hygiene or purposes of commerce, trade or industry. "M&I" is short for "Municipal and Industrial."
- P. Other Water - water other than contract water.
- Q. Overuse - use in excess of available supply.
- R. Per Acre Entitlement - ratable share of contract water determined by 1,191,185 AF divided by the number of Pre-Merger Lands and Merged Lands cropland acres, excluding acquired lands, for which Allocation Applications are timely received.
- S. Pre-Merger Lands - lands which formed a part of Westlands Water District on June 28, 1965 (the original Westlands area), as shown on Westlands Water District Dwg. No. 582, dated December 21, 1976, revised November 1, 1986, entitled "Areas of Water Service Priority."
- T. Rescheduled; Rescheduled Water – water carried over for use in the next water year.
- U. Rescheduling Loss – loss of water that may occur at the end of the Rescheduling Period due to the Bureau of Reclamation’s annual rescheduling guidelines.
- V. Rescheduling Period – the period of use for Rescheduled Water.
- W. System Gain - an increase in water available for allocation due to the difference in relative accuracy between state operated and maintained headworks meters and District operated and maintained water delivery meters.
- X. System Loss - either a direct loss or a reduction in water available for allocation because of the difference in relative accuracy between state operated and maintained headworks meters and District operated and maintained delivery meters.
- Y. Transfer - assignment of water from one water user or landowner to another.
- Z. Unused Water - available supply at the end of the water year.
- AA. Water User - landowner or lessee of land who has submitted and executed an Allocation Application.

- AB. Water Year - each 12-month period that begins on March 1 and ends on the last day of February following.

2.3 CONTRACTUAL ENTITLEMENTS

- A. The entitlement of agricultural water for Pre-Merger Lands and Merged Lands is 1,191,185 AF less water set aside therefrom for M&I use, system losses, and other uses.
- B. No contract water shall be allocated to Annexed Lands until the allocation of contract water for eligible cropland, excluding acquired lands, in the Pre-Merger Lands and Merged Lands areas is 2.6 AF per acre.
- C. Any contract water in addition to the quantities described above will be allocated ratably on a per acre basis, excluding acquired lands, to satisfy timely applications first to eligible cropland in Pre-Merger Lands and Merged Lands areas, then to eligible cropland in the Annexed Lands area, and finally on a first-come, first-served basis to all District cropland.
- D. Prior to, and in conjunction with, the calculation of the per acre entitlement in any water year, the General Manager shall set aside from the available water supply the amount of water for M&I use in accordance with Article 19 of the District's Rules and Regulations, system losses, and other uses approved by the Board of Directors. The General Manager may later allocate this water according to these Regulations if it is no longer necessary for such purposes.
- E. If there is a reduction in the rate at which water can be delivered to the District because of operational or other limitations, each water user's share of the delivery rate will be equitably adjusted as determined by the General Manager.

2.4 OTHER ALLOCATION RULES AND PROCEDURES

- A. Other water obtained by the District shall be made available to all eligible cropland in the District, excluding acquired lands, and shall be allocated on a per acre basis, unless otherwise directed by the Board of Directors.

- B. Allocations of other water obtained shall be increased or decreased as more or less water becomes available for distribution within the District.
- C.
 - 1. System loss will be deducted first from the water set aside for such purposes, and second, from water users in direct proportion to the water used by each water user.
 - 2. System gain shall be allocated to water users in direct proportion to the water used by each water user, excluding such use on acquired lands.
- D. Other water made available to the District specifically for direct transfer to a water user shall be allocated to the water user for whom it was intended. This water may be used or transferred within or outside of the District at the discretion of the water user, subject to applicable state and federal laws and District approval, or any conditions of use placed on the water when it was first transferred into the District.
- E. Notwithstanding any other provisions of the Regulations, water made available for specified purposes shall be distributed and used in accordance with such specified purposes.
- F. All per acre allocations of water will be made on the basis of cropland acres as determined prior to the time of the allocation. Any changes to cropland acres will be used for future allocations only, and will not be used to adjust prior allocations.

2.5 APPLICATION FOR WATER

- A. To receive an allocation of contract water for agricultural purposes in any water year, a water user must timely apply therefore by filing an Allocation Application at a designated District office annually on or before January 15. Applications received after January 15 shall not receive an allocation unless accepted by the General Manager. Applications received after January 15 that are accepted by the General Manager shall only be entitled to receive a proportionate share of contract water made available to the District after the date of such late application's acceptance.

- B. The General Manager may require supplemental application(s) for additional contract water or other water made available to the District.
- C. If more than one Allocation Application for the same parcel of land is received and there is a dispute between the applicants regarding who should receive the water, priority will be given to the landowner, if one of the applicants owns the land in question. If no applicant owns the land, priority will be given to the water user who can provide satisfactory evidence of the right to occupy the land and receive the water. A lease or written consent from the landowner is considered satisfactory evidence. If the dispute arises after the application period and the water has been allocated, remedy is limited to unused water.
- D. No water will be allocated to any land for which water charges, assessments, land-based charges, or any other money owed to the District have been delinquent for 30 days or more at the time the water is allocated or to any land for which advance payment is required until such advance payment is received, or in lieu thereof security, in a form acceptable to the General Manager, for such payment has been provided.

2.6 USE AND TRANSFER OF WATER

- A. No water may be transferred out of the District without District approval.
- B. All water may be used on any eligible cropland within the District.
- C. A water user may transfer his water to another water user in any area of the District. Such transfer shall be in writing on a form provided by the General Manager.
- D. The District will not transfer water from a water user to another resulting from a change in ownership or lease of land. However, if land is transferred by a change in ownership or lease with the result that the water user no longer owns or leases any District land, the unused water shall be transferred to the water user to whom the ownership or leasehold of such land has passed unless a transfer of water is requested pursuant to these Regulations.

- E. The General Manager may restrict or prohibit the use or transfer of water allocated to any cropland if a dispute exists among landowners regarding the allocation or use of such water.
- F. Water service shall be discontinued when a water user has exhausted his available water supply.
- G. Each water user shall take reasonable steps to reuse or control tail water. The failure to do so shall constitute a waste of water.
- H. The General Manager is authorized, after oral or written notice to the water user, to lock the delivery facilities of, or discontinue water service to, any water user who violates these Regulations or Terms and Conditions for Agricultural Water Service.
- I. The unauthorized using, taking, or wasting of water is prohibited and may subject the water user to civil or criminal prosecution.

2.7 WATER USER TRANSFERS FROM SOURCES OUTSIDE THE DISTRICT

- A. Any water user may apply to the District to transfer into the District water from sources outside the District.
- B. The General Manager, or his designee, shall cooperate to a reasonable extent with any water user in connection with that water user's efforts to obtain water from sources outside of the District. In so reasonably cooperating, the General Manager, or his designee, shall not devote so much time or energy as to significantly distract from his or her duties and responsibilities to the District. Furthermore, such reasonable cooperation shall not be construed so as to affect the nature of the General Manager's, or his designee's, relationship with and duties to the District; nor shall such reasonable cooperation be construed as to create a fiduciary or other obligation owed by the General Manager, or his designee, to any person or entity other than the District.

- C. Subject to applicable state and federal laws and the requirements of these regulations, the General Manager or his designee may approve a water user's application to transfer water from sources outside of the District into the District for the benefit of that water user and shall execute any agreements or other documents required to accomplish the transfer.
- D. A water user's application to transfer water from sources outside of the District may be denied if the approval of that application would impair the District's ability to obtain sufficient other water, reduce the quantity of other water obtained by the District or delay or otherwise negatively affect the delivery to the District of other water obtained by the District.
- E. Priority to access of excess capacity of any facility required to deliver other water obtained by the District and water acquired by a water user from sources outside the District shall first be used to deliver other water obtained by the District.
- F. Access to excess capacity of any facility required to deliver water by water users from sources outside the District shall be apportioned among water users seeking access to excess capacity on a per acre basis.
- G. The District's administrative costs for review, approval, and other activities related to a water user's application for approval of a transfer into the District water from sources outside the District shall be borne by the water user. The General Manager, or his designee, may require a deposit of the estimated costs for such activities prior to review of an application.

2.8 PAYMENT FOR WATER OR AGREEMENTS

No water shall be made available for delivery, transfer, or any other use by a water user who fails to make required payments to the District, regardless of the source of the water user's obligation for payment. Rules for payment are set forth in the Terms and Conditions for Agricultural Water Service and other agreements, if any, between the water user and the District.

2.9 YEAR-END PROCEDURES

- A. After final water use and supply accounting is completed for the water year, the District will determine the amounts of unused water or overuse for each water user.
- B. Unused water may be rescheduled if such a program is available. See 2.10 RESCHEDULED WATER regarding the procedures for rescheduling water.
- C. A water user with unused water that cannot be rescheduled shall pay all water costs that the District incurs, applicable San Luis & Delta Mendota Water Authority operations and maintenance rates and applicable District rates.
- D. A water user with overuse will have his allocation of contract water in the following year reduced by the amount of his overuse, first from the cropland farmed by the water user in which the overuse occurred and then from any cropland farmed by the water user. If this water user is not a water user in the following year, the amount of overuse will be attributed to the cropland that had been farmed by the water user. Further, any allocation of contract water to that cropland will be reduced by the amount of overuse attributable to such cropland.

2.10 RESCHEDULED WATER

- A. Subject to the program's availability, the District or a water user may reschedule water, regardless of source, from one water year to the next. The period of use for Rescheduled Water (Rescheduling Period) shall be the following, unless otherwise restricted by the Bureau of Reclamation:
 - 1. If San Luis Reservoir fills, March 1 to date determined by Reclamation (usually about April 15); or
 - 2. If San Luis Reservoir does not fill, to the end of the current water year.

The use of all contract water supplied by the Bureau of Reclamation, including use of the then current year's allocation, shall be counted toward the use of Rescheduled Water.

- B. Unless the District is notified before the end of the water year, all water remaining in a water user's account at the end of the water year will be rescheduled on its behalf by the District.
- C. So long as there is no projected impact to the future year water supply or other water supplies that are available to the District, a water user may reschedule more water than it projects it will use during the Rescheduling Period, but said water user shall bear all associated risks. To provide an equitable manner for the District to apportion water users' use of Rescheduled Water, there is a 0.5 acre-feet per irrigable acre Acreage Based Cap for Rescheduled Water, excluding District-owned lands. Unless limited pursuant to D. herein, a water user may reschedule water in excess of the Acreage Based Cap, but remaining Rescheduled Water in excess of the Acreage Based Cap shall be the first water lost pursuant to F. herein.
- D. The Bureau of Reclamation or the District may limit the amount of water that may be rescheduled at the end of the water year. "Cap Loss" is the term for water remaining at year end in excess of the limit imposed by Reclamation or the District which shall be lost. In addition, loss of water may occur at the end of the Rescheduling Period, called "Rescheduling Loss", due to Reclamation's annual rescheduling guidelines.
- E. Both Cap Loss and Rescheduling Loss, in that order, will be applied to a water user's account at the end of the Rescheduling Period, so that the water user has the greatest opportunity to deliver all its water supply. However, if the Rescheduling Period is extended to the end of the current water year, Cap Loss will be applied to water user accounts at the beginning of the Rescheduling Period, after adjusting such accounts for internal transfers of Rescheduled Water received and approved by the District on or before March 10. Any loss by water users will be applied based upon acre-feet per acre, from highest to lowest.
- F. Losses will be apportioned to and in the following order and manner:
 - 1. Any remaining Rescheduled Water in excess of the Acreage Based Cap.
 - 2. Water rescheduled by the District.
 - 3. Remaining Rescheduled Water.
 - 4. Delivered Rescheduled Water in excess of the Acreage Based Cap.

- 5. Delivered Rescheduled Water within the Acreage Based Cap.
- G. For losses, water users shall pay all water costs that the District incurs, the San Luis & Delta-Mendota Water Authority O&M rate and any applicable District rates.

2.11 MISCELLANEOUS

- A. The General Manager is authorized and directed to do any and all things necessary to implement and effectuate these Regulations.
- B. An appeal from any decision made pursuant to these Regulations shall be made to the Finance and Administration Committee of the Board of Directors. Such appeal shall be in writing and shall be filed with the District Secretary within 15 working days after notice of the decision. The decision of the Finance and Administration Committee may be appealed to the Board of Directors. Such appeal shall be in writing and shall be filed with the District Secretary within 15 working days after notice of the Finance and Administration Committee's decision. The decision of the Board shall be final.
- C. The General Manager shall provide notice of any changes or revision to these Regulations to all District landowners and water users.

WESTLANDS WATER DISTRICT

OFFICE--3130 N. FRESNO STREET/MAILING--P. O. BOX 6056, FRESNO, CA 93703
TELEPHONE: WATER ORDERS (559) 241-6250/OTHER (559) 224-1523/FAX (559) 241-6276

TERMS AND CONDITIONS FOR AGRICULTURAL WATER SERVICE

1. The allocation and furnishing of water shall be subject to all regulations of the Board of Directors of the District as the same may exist now or hereafter be amended or adopted. In the event of a conflict between these terms and conditions and the regulations, the latter shall be controlling.

2. All water shall be delivered pursuant to a request by the water user for the delivery of a specific flow rate to a specific parcel of land. The request shall be made within the time and in the manner prescribed by the General Manager.

3. Water will be furnished by the District subject to the terms and conditions under which it is made available to the District including, but not limited to, the requirements of federal Reclamation law. The District will use its best efforts, to the extent that it has water and capacity available and taking into account the requirements of other water users to receive water from District facilities, to provide such water in the manner and at the times requested. The District may temporarily discontinue water service or reduce the amount of water to be furnished for investigation, inspection, maintenance, repair, or replacement of any of the District's facilities. The District will give the water user notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which event no notice need be given. In the event the District issues a notice to discontinue or curtail water use, and District facilities are required to be re-filled because the water user fails to discontinue or curtail such use within the prescribed time, the water user shall pay an administrative charge established by the Board of Directors for each point of delivery in violation. No liability shall accrue against the District or any of its officers, directors, or employees for damage, direct or indirect, because of the failure to provide water as a result of system malfunctions, interruptions in service necessary to properly operate and maintain the water distribution system, or other similar causes which are beyond the District's reasonable control.

4. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, all damage or claims for damage which may arise from his use of the water after it leaves the District's facilities. The water user further agrees that there are no intended third party beneficiaries established and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the water user or the District shall be for the sole and exclusive benefit of the water user or the District.

5. The water furnished by the District is not in a potable state and the District does not warrant the quality or potability of water so furnished. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, damage or claims for damage arising out of the non-potability of water furnished by the District.

6. All water will be measured by the District with meters installed, maintained, and calibrated by it and such measurements shall be final and conclusive.

7. Charges for agricultural water, hereinafter referred to as "water charges," shall be established by the Board of Directors. The water charges shall include District operation and maintenance costs and any other costs determined by the Board to be payable as part of the water charges. The water

charges shall also include the applicable water rates required pursuant to the Reclamation Reform Act of 1982, the Central Valley Project Improvement Act of 1992, and the Judgment in Barcellos and Wolfsen, Inc., et al. v. Westlands Water District, et al., and Westlands Water District, et al. v. United States, et al., U.S. District Court, Eastern District of California, Nos. CV-79-106-EDP and CV-F-81-245-EDP, respectively. Water charges shall be adjusted retroactively to the extent required and authorized by federal or state law or regulations or District regulations. The General Manager may adjust the water charges as necessary and legally authorized to account for increases or decreases in the estimates used to establish the water charges.

8. Payments for water service shall be due on the 25th of each month or 15 calendar days after the date on which the monthly bill for such service is mailed, whichever is later. Payment for the "Water Allocation" component of the District's annual repayment obligation to the United States shall be due on July 25. Notwithstanding the foregoing, water users who farm on lands that are not subject to assessment by the District shall be subject to advance payment, and payment for water service for the entire water year shall be due on February 25, preceding the water year; provided, that in lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution or an assignment of any and all charges to land in the District owned by the water user. When any deadline established herein falls on a Saturday, Sunday, or holiday, it shall be extended to the next working day. Payments postmarked on or before the due date shall be deemed to have been received by the due date. Charges not paid by the applicable due date shall be delinquent.

9. All payments shall be made at the District's Fresno Office.

10. Advance payment shall be required for the acquisition costs of water transferred into the District from other agencies, pump-in water, or any allocation resulting from the District being able to obtain other water, prior to the allocation of such water to water users. The advance payment will be due by a date to be established by the General Manager. Excluding those water users subject to advance payment, conveyance-related costs for such water will be billed to water users upon water use.

11. All claims for overcharges or errors must be made in writing and filed with the District at its Fresno Office within 10 working days after the date the bill is received by the water user or landowner. The General Manager, or his designee, may provide for a waiver of the 10-working day requirement in circumstances where a water user has requested a meter repair and the District's meter was found not to be accurate with the District's standards. In the event the water user or landowner files a timely written protest, the District's Finance & Administration Committee shall consider the protest at its next regular meeting and notify the water user or landowner in writing of its decision. The Committee's decision shall be final, unless a written appeal to the Board of Directors is filed with the Secretary of the District within 15 working days after notice of the decision. In the event of an appeal, the decision of the Board shall be final. The filing of a protest or an appeal does not nullify the payment requirement or the District's right to discontinue water service as provided in these terms and conditions. However, in the event the protest or appeal is sustained, the District will refund the amount of the overcharge and penalty, if any.

12. During any 12-month period, the penalty for a water user's first delinquent payment shall be 2 percent of the delinquent charges, except as described hereinafter. The second delinquency shall be 5 percent and the penalty for a water user's third and any subsequent delinquency shall be 10 percent, on current charges due, excluding any penalties or interest imposed on delinquent charges from a prior month. The 2 percent penalty shall not be levied with respect to a water user's first delinquency in any 12-month period if the delinquent payment is received by the District on or before the last working day of the month, but the delinquency shall continue to be the water user's first delinquency for purposes of this paragraph. Delinquent charges shall bear interest at a monthly rate of 1½ percent. Interest shall not, however, accrue after the delinquent charges together with applicable penalties and interest have been added to, and become a part of, the annual assessment levied on the land by the District. All payments and credits shall be applied to the earliest delinquent charges.

13. At the time of filing the District's assessment book with the District Tax Collector, delinquent charges, together with applicable penalties and interest, may be added to and become part of the assessment levied by the District on the land which received the water or for which other charges were incurred. If the water was not furnished, the applicable delinquent charges may be added to the land to which the water was allocated. The District shall notify the landowner of the anticipated amount(s) prior to adding the assessment. The added amount shall be a lien on the land and impart notice thereof to all persons. If the assessment becomes delinquent, penalties and interest will be added as provided by law.

14. To supplement the procedure described in Paragraph 13, the District may elect to file and record a Certificate of Unpaid Water Charges as provided in California Water Code Section 36729. This Certificate creates a lien in the amount of delinquent charges on any land owned by the delinquent water user, or acquired by the water user before the lien's expiration, within the recording County.

15. Agricultural water service shall not be provided to, nor shall a transfer of water be permitted to or from, any water user or parcel of land for which there are delinquent charges or assessments, regardless of the source of the water user's or parcel of land's obligation to the District or the nature of the District's service for which the charges were imposed, and notwithstanding the fact that the delinquent charges, including applicable penalties and interest, have been added to the assessment(s) on the parcel(s) for which they were incurred. Water service shall be discontinued on the 1st of the month following that in which charges or assessments become delinquent, or as soon thereafter as reasonably possible; provided, that when the 1st of the month falls on a Saturday, Sunday, or holiday, such service shall be discontinued on the next working day.

16. The General Manager may require that all current charges be paid before the transfer of remaining water will be allowed.

17. If a water user's delinquent charges are delinquent for 30 days or more, or if a water user's delinquent charges are added to the annual assessments on any lands within the District, or the procedure in paragraph 14 is implemented, the General Manager shall require, as a condition of resumption of water service, that advance payment of all water charges be made for the 12-month period immediately following resumption of service, according to a schedule to be determined by the General Manager. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

18. The General Manager, after consultation with and approval by the Finance & Administration Committee, may also require advance payment and/or payment by cashier's check or such other actions as he may deem necessary when a water user's account is determined, based on the payment history or other actions of the water user, to create a financial risk or hardship for the District. Circumstances which constitute the basis for such a determination include but are not limited to the following: (1) instances of a water user's checks being returned unpaid or (2) instances where a water user whose account is delinquent has, in violation of District regulations, taken water from a District delivery. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

19. As used in these terms and conditions, the term "charges" includes water charges, land-based charges and payments due the District under any lease or other agreement between the District and the water user.

20. Agricultural water service shall not be provided to any water user who has failed to file, or to any lands for which there has not been filed, the certification or reporting forms required pursuant to Reclamation law, and particularly the Reclamation Reform Act of 1982. Any water delivered in violation of this provision may be subject to charges and administrative fees pursuant to federal law or regulation.

21. Agricultural water service shall not be provided to any water user who fails to provide the District with crop information at the time(s) and in the form required by the General Manager.

22. By applying for or taking delivery of agricultural water from the District, the water user agrees to these terms and conditions of service.

23. The District may modify or terminate these terms and conditions; provided, that such modifications or terminations are prospective only and notice thereof is given prior to the effective date.

**ARTICLE 2. REGULATIONS FOR THE ALLOCATION AND USE
OF AGRICULTURAL WATER WITHIN WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 2**

2.1 PURPOSE

Westlands Water District Distribution District No. 2 (District) has long-term contractual and legal entitlements with the United States for a firm supply of 4,198 acre-feet of Central Valley Project (CVP) water during each water year. In some years, the District may acquire additional water pursuant to its entitlements, or other water. These regulations establish the rules and procedures for allocation and use of agricultural water.

2.2 GLOSSARY OF TERMS AND DEFINITIONS

- A. agricultural water - water used for irrigation and other agricultural purposes.
- B. Agricultural Water Allocation Application and Purchase Agreement (Allocation Application) - an agreement between the District and a water user which describes the land held by the water user, the amount of water requested by the water user, and which obligates the water user to accept and pay for all water supplied by the District.
- C. allocation - amount of water available through the District ratably distributed to supply eligible District lands.
- D. contract water - any water obtained by the District under the contractual and legal entitlements, including additional and interim supplies.
- E. cropland - irrigable acreage as determined by U.S. Consolidated Farm Service Agency (CFSA) measurements.
- F. cushion - water set aside for system losses and other uses.
- G. entitlements - water provided pursuant to the contractual and legal obligations between Westlands Water District Distribution District No. 2 and the United States for water supply and distribution totaling 4,198 acre-feet under the Agreement for Partial Assignment of Water Service Contract dated March 1, 2003, and subsequent interim renewal or renewal contracts.

- H. furnish - to deliver or provide.
- I. other water - water other than contract water.
- J. overuse - use in excess of available supply.
- K. per acre entitlement - ratable share of contract water is 4,198 acre-feet divided by the number of cropland acres for which Allocation Applications are timely received.
- L. rescheduling - carryover of water for use in the next water year.
- M. system gain - an increase in water available for allocation due to the difference in relative accuracy between state operated and maintained headworks meters and Westland Water District operated and maintained water delivery meters.
- N. system loss - either a direct loss or a reduction in water available for allocation because of the difference in relative accuracy between state operated and maintained headworks meters and Westland Water District operated and maintained delivery meters.
- O. transfer - assignment of water from one water user to another.
- P. unused water - available supply at the end of the water year.
- Q. water user - landowner or lessee of land who has submitted and executed an Allocation Application.
- R. water year - each 12-month period that begins on March 1 and ends on the last day of February following.

2.3 CONTRACTUAL ENTITLEMENTS

- A. The entitlement of agricultural water is 4,198 acre-feet less water set aside there from for system losses and other uses.
- B. Any contract water in addition to the quantities described above will be allocated ratably on a per acre basis first to eligible cropland to satisfy timely applications, then on a first-come, first-served basis to all District cropland.
- C. Prior to, and in conjunction with, the calculation of per acre entitlements in any water year, the General Manager shall set aside from the available water supply the amount of water for system losses and other uses approved by the Board of

Directors. The General Manager may later allocate this water according to these Regulations if it is no longer necessary for such purposes.

- D. If the United States does not provide the District with a full supply of contract water, the shortage will be proportionately applied to the per acre entitlement.
- E. If there is a reduction in the rate at which water can be delivered to the District because of operational or other limitations, each water user's share of the delivery rate will be equitably adjusted as determined by the General Manager.

2.4 OTHER ALLOCATION RULES AND PROCEDURES

- A. Other water obtained by the District shall be made available to all cropland in the District and shall be allocated on a per acre basis, unless otherwise directed by the Board of Directors.
- B. Allocations of water shall be increased or decreased as more or less water becomes available for distribution within the District.
- C.
 - 1. System loss shall be deducted first from the water set aside for such purposes, then from individual allocations in direct proportion to the water used by each water user.
 - 2. System gain shall be ratably allocated to individuals on a per acre basis.
- D. Other water made available to the District specifically for direct transfer to a water user shall be allocated to the water user for whom it was intended. This water may be used or transferred within or outside of the District at the discretion of the water user, subject to applicable state and federal laws and District approval, or any conditions of use placed on the water when it was first transferred into the District.
- E. Notwithstanding any other provisions of the Regulations, water made available for specified purposes shall be distributed and used in accordance with such specified purposes.
- F. All per acre allocations of water will be made on the basis of cropland acres as determined prior to the time of the allocation. Any changes to cropland acres will be used for future allocations only, and will not be used to adjust prior allocations.

- G. In order to receive an allocation, all cropland must be eligible under Reclamation law and any applicable District or Westlands Water District Regulations.

2.5 APPLICATION FOR WATER

- A. To receive an allocation of contract water for agricultural purposes in any water year, a water user must timely apply therefor by filing an Allocation Application at a designated District office annually on or before January 15. Applications received after January 15 shall not receive an allocation unless accepted by the General Manager. Applications received after January 15 that are so accepted by the General Manager shall only be entitled to receive a proportionate share of contract water made available to the District after the date of such late application's acceptance.
- B. The General Manager may require supplemental application(s) for additional contract water or other water made available to the District.
- C. If more than one Allocation Application for the same parcel of land is received and there is a dispute between the applicants regarding who should receive the water, priority will be given to the landowner, if one of the applicants owns the land in question. If no applicant owns the land, priority will be given to the water user who can provide satisfactory evidence of the right to occupy the land and receive the water. A lease or written consent from the landowner is considered satisfactory evidence. If the dispute arises after the water has been allocated, remedy is limited to unused water.
- D. Neither contract water nor any other water will be allocated to any land for which District or Westlands Water District water charges, assessments, land-based charges, or any other money owed to the District or Westlands Water District have been delinquent for 30 days or more at the time the water is allocated.
- E. An application for contract water from the District may be made simultaneously with an application for water from Westlands Water District.

2.6 USE AND TRANSFER OF WATER

- A. The General Manager shall approve a proposed transfer of District water outside the District upon a determination that the quantity of water proposed for transfer is in excess of the needs of the District, which determination shall be made if the water proposed for transfer has been offered to other District lands on economically feasible terms.
- B. Contract or other water may be used on any eligible cropland within the District or Westlands Water District.
- C. A water user may transfer his contract or other water to another water user in the District or Westlands Water District. Such transfer shall be in writing on a form provided by the General Manager.
- D. The District will not transfer water from a water user to another resulting from a change in ownership or lease of land. However, if land is transferred by a change in ownership or lease with the result that the water user no longer owns or leases any District or Westlands Water District land, the unused water shall be transferred to the water user to whom the ownership or leasehold of such land has passed unless a transfer of water is requested pursuant to these Regulations.
- E. The General Manager may restrict or prohibit the use or transfer of water allocated to any cropland if a dispute exists among landowners regarding the allocation or use of such water.
- F. Water service shall be discontinued when a water user has exhausted his available water supply.
- G. Each water user shall take reasonable steps to reuse or control tailwater. The failure to do so shall constitute a waste of water.
- H. The General Manager is authorized, after oral or written notice to the water user, to lock the delivery facilities of, or discontinue water service to, any water user who violates these Regulations or the District's Terms and Conditions for Agricultural Water Service.

- I. The unauthorized using, taking, or wasting of water is prohibited and may subject the water user to civil or criminal prosecution.

2.7 PAYMENT FOR WATER OR AGREEMENTS

No water, regardless of source, shall be made available for delivery, transfer, or any other use by a water user who fails to make required payments to the District or to Westlands Water District, regardless of the source of the water user's obligation for payment. Rules for payment are set forth in the District's Terms and Conditions for Agricultural Water service and other agreements, if any, between the water user and the District or Westlands Water District.

2.8 YEAR-END PROCEDURES

- A. After final water use and supply accounting is completed for the water year, the District will determine the amounts of unused water or overuse for each water user.
- B. Unused water may be rescheduled if such a program is available.
- C. A water user with unused water that cannot be rescheduled will not be relieved of the obligation to pay for the unused water. The rate paid for such unused water shall include the cost of the water and any applicable District and Westlands Water District costs.
- D. A water user with overuse will have his allocation of contract water in the following year reduced by the amount of his overuse. If this water user is not a water user in the following year, the amount of overuse will be attributed to the cropland that had been farmed by the water user. Further, any allocation of contract water to that cropland will be reduced by the amount of overuse attributable to such cropland.

2.9 MISCELLANEOUS

- A. The General Manager is authorized and directed to do any and all things necessary to implement and effectuate these Regulations.

- B. An appeal from any decision made pursuant to these Regulations shall be made to the Board of Directors. Such appeal shall be in writing and shall be filed with the District Secretary within 15 working days after notice of the decision. The decision of the Board shall be final.
- C. The General Manager shall provide notice of any changes or revision to these Regulations to all District landowners and water users.

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2

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TELEPHONE: WATER ORDERS (559) 241-6250/OTHER (559) 224-1523/FAX (559) 241-6276

TERMS AND CONDITIONS FOR AGRICULTURAL WATER SERVICE

1. The allocation and furnishing of water shall be subject to all regulations of the Board of Directors of the Westlands Water District Distribution No. 2 (District) as the same may exist now or hereafter be amended or adopted. In the event of a conflict between these terms and conditions and the regulations, the latter shall be controlling. Westlands Water District (Westlands) shall provide the necessary operational, fiscal and administrative services to effectuate these terms and conditions and the regulations.

2. All water shall be delivered pursuant to a request by the water user to the District for the delivery of a specific flow rate to a specific parcel of land. The request shall be made within the time and in the manner prescribed by the General Manager.

3. Water will be furnished by the District subject to the terms and conditions under which it is made available to the District including, but not limited to, the requirements of federal Reclamation law. The District will use its best efforts, to the extent that it has water and Westlands has capacity available and taking into account the requirements of other water users to receive water from Westlands' facilities, to provide such water in the manner and at the times requested. Westlands may temporarily discontinue water service or reduce the amount of water to be furnished for investigation, inspection, maintenance, repair, or replacement of any of Westlands' facilities. Westlands will give the water user notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which event no notice need be given. In the event Westlands issues a notice to discontinue or curtail water use, and Westlands' facilities are required to be re-filled because the water user fails to discontinue or curtail such use within the prescribed time, the water user shall pay an administrative charge established by the Board of Directors for each point of delivery in violation. No liability shall accrue against the District or Westlands, or any of its officers, directors, or employees for damage, direct or indirect, because of the failure to provide water as a result of system malfunctions, interruptions in service necessary to properly operate and maintain the water distribution system, or other similar causes which are beyond the District's or Westlands' reasonable control.

4. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, all damage or claims for damage which may arise from his use of the water after it leaves Westlands' facilities. The water user further agrees that there are no intended third party beneficiaries established and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the water user or the District shall be for the sole and exclusive benefit of the water user or the District.

5. The water furnished by the District is not in a potable state and the District does not warrant the quality or potability of water so furnished. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, damage or claims for damage arising out of the non-potability of water furnished by the District.

6. All water will be measured by Westlands with meters installed, maintained, and calibrated by it and such measurements shall be final and conclusive.

7. Charges for agricultural water, hereinafter referred to as "water charges," shall be those established by the Westlands Board of Directors. The water charges shall include Westlands operation and maintenance costs and any other costs determined by the Westlands Board to be payable as part of the water charges. The water charges shall also include the applicable water rates required pursuant to the Reclamation Reform Act of 1982, the Central Valley Project Improvement Act of 1992, and the Judgment in *Barcellos and Wolfson, Inc., et al. v. Westlands Water District, et al.*, and *Westlands Water District, et al. v. United States, et al.*, U.S. District Court, Eastern District of California, Nos. CV-79-106-EDP and CV-F-81-245-EDP, respectively. Water charges shall be adjusted retroactively to the extent required and authorized by federal or state law or regulations, or Westlands or District regulations. The General Manager may adjust the water charges as necessary and legally authorized to account for increases or decreases in the estimates used to establish the water charges.

8. Payments for water service shall be due on the 25th of each month or 15 calendar days after the date on which Westlands' monthly bill for such service is mailed, whichever is later. Payment for the "Water Allocation" component Westlands' annual repayment obligation to the United States shall be due on July 25. Notwithstanding the foregoing, for those water users who are subject to advance payment, payment for water service shall be due on the 25th day of the month preceding the use of water; provided, that for water allocated prior to July 31, the due date shall be deferred to the earlier of the first day of water use or the 25th day of August; provided further, that in lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution or an assignment of any and all charges to land in the District owned by the water user. When any deadline established herein falls on a Saturday, Sunday, or holiday, it shall be extended to the next working day. Payments postmarked on or before the due date shall be deemed to have been received by the due date. Charges not paid by the applicable due date shall be delinquent.

9. All payments shall be made at Westlands' Fresno Office.

10. Advance payment shall be required for the acquisition cost of water transferred into the District from other agencies, pump-in water, or any allocation resulting from the District being able to obtain other water, prior to the allocation of such water to water users. The advance payment will be due by a date to be established by the General Manager. Conveyance-related costs for such water will be billed to water users upon water use.

11. All claims for overcharges or errors must be made in writing and filed with Westlands at its Fresno Office within 10 working days after the date the bill is received by the water user or landowner. In the event the water user or landowner files a timely written protest, the Board of Directors shall consider the protest at its next regular meeting and notify the water user or landowner in writing of its decision. The decision of the Board shall be final. The filing of a protest does not nullify the payment requirement or the District's right to discontinue water service as provided in these terms and conditions. However, in the event the protest is sustained, the District will refund the amount of the overcharge and penalty, if any.

12. During any 12-month period the penalty for a water user's first delinquent payment shall be 2 percent of the delinquent charges, except as described hereinafter. The second delinquency shall be 5 percent and the penalty for a water user's third and any subsequent delinquency shall be 10 percent, on current charges due, excluding any penalties or interest imposed on delinquent charges from a prior month. The 2 percent penalty shall not be levied with respect to a water user's first delinquency in any 12-month period if the delinquent payment is received by the District on or before the last working day of the month, but the delinquency shall continue to be the water user's first delinquency for purposes of this paragraph. Delinquent charges shall bear interest at a monthly rate of 1½ percent. Interest shall not, however, accrue after the delinquent charges together with applicable penalties and interest have been added to, and become a part of, the annual assessment levied on the land by Westlands. All payments and credits shall be applied to the earliest delinquent charges.

13. At the time of filing Westlands' assessment book with Westlands Tax Collector, delinquent charges, together with applicable penalties and interest, may be added to and become part of the assessment levied by Westlands on the land which received the water or for which other charges were incurred. If the water was not furnished, the applicable delinquent charges may be added to the land to which the water was allocated. Westlands shall notify the landowner of the anticipated amount(s) prior to adding the assessment. The added amount shall be a lien on the land and impart notice thereof to all persons. If the assessment becomes delinquent, penalties and interest will be added as provided by law.

14. To supplement the procedure described in Paragraph 13, the District or Westlands may elect to file and record a Certificate of Unpaid Water Charges as provided in California Water Code Section 36729. This Certificate creates a lien in the amount of delinquent charges on any land owned by the delinquent water user, or acquired by the water user before the lien's expiration, within the recording County.

15. Agricultural water service shall not be provided to, nor shall a transfer of water be permitted to or from, any water user or parcel of land for which there are delinquent charges or assessments, regardless of the source of the water user's or parcel of land's obligation to the District or the nature of the District's service for which the charges were imposed, and notwithstanding the fact that the delinquent charges, including applicable penalties and interest, have been added to the assessment(s) on the parcel(s) for which they were incurred. Water service shall be discontinued on the 1st of the month following that in which charges or assessments become delinquent, or as soon thereafter as reasonably possible; provided, that when the 1st of the month falls on a Saturday, Sunday, or holiday, such service shall be discontinued on the next working day.

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17. If a water user's delinquent charges are delinquent for 30 days or more, or if a water user's delinquent charges are added to the annual assessments on any lands within the District or Westlands Water District, or the procedure in paragraph 14 is implemented, the General Manager shall require, as a condition of resumption of water service, that advance payment of all water charges be made for the 12-month period immediately following resumption of service, according to a schedule to be determined by the General Manager. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

18. The General Manager may also require advance payment and/or payment by cashier's check or such other actions as he may deem necessary when a water user's account is determined, based on the payment history or other actions of the water user, to create a financial risk or hardship for the District. Circumstances which constitute the basis for such a determination include but are not limited to the following: (1) instances of a water user's checks being returned unpaid or (2) instances where a water user whose account is delinquent has, in violation of District regulations, taken water from a Westlands delivery. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

19. As used in these terms and conditions, the term "charges" includes water charges, land-based charges and payments due the District or Westlands Water District under any lease or other agreement between the District or Westlands Water District and the water user.

20. Agricultural water service shall not be provided to any water user who has failed to file, or to any lands for which there has not been filed, the certification or reporting forms required pursuant to Reclamation law, and particularly the Reclamation Reform Act of 1982. Any water delivered in violation of this provision may be subject to charges and administrative fees pursuant to federal law or regulation.

21. Agricultural water service shall not be provided to any water user who fails to provide Westlands with crop information at the time(s) and in the form required by the General Manager.

22. By applying for or taking delivery of agricultural water from the District, the water user agrees to these terms and conditions of service.

23. The District may modify or terminate these terms and conditions; provided, that such modifications or terminations are prospective only and notice thereof is given prior to the effective date.

**ARTICLE 3. ALLOCATION OF WATER WHEN A LATERAL IS AT
MAXIMUM DESIGN CAPACITY**

3.1 WATER SERVICE TO LANDS WITHIN A LATERAL DESIGN SERVICE AREA

Lands located within a lateral design service area, that is, lands which the lateral was designed to serve, shall have a first right to service from the lateral; Provided, however, that this right to an allocation shall not exceed one cubic foot per second per 80 acres farmed within that lateral design service area.

3.2 WATER SERVICE TO LANDS OUTSIDE THE LATERAL DESIGN SERVICE AREA

A. When all water users' allocations of water for use within a lateral design service area, based upon one cubic foot per second per 80 acres farmed within that lateral design service area, can or are being met, the excess capacity in the lateral, if any, may be used to serve lands outside the lateral design service area.

Except as provided in 3.2 B., such service to lands outside the lateral design service area shall be provided on the basis of the remaining capacity in the lateral being divided by the number of acres outside the lateral design service area for which water service has been requested with each such water user being entitled to an equal amount of water, on a cfs per acre-served basis. Once the delivery rate for water going outside a lateral service area equals 1 cfs per 80 acres, remaining lateral capacity shall be divided equally on a cfs per acre basis to lands being served both inside and outside a lateral service area.

B. If there are areas to be served by a lateral(s) yet to be constructed on both sides of a pumped lateral and all of the water users who wish to take water outside the design service area of the lateral have allocated acreage within the design service area, then a water user may use all or part of his allocated flow outside the design service area. Any remaining capacity in the lateral shall be

allocated according to the allocation procedures in paragraphs 3.1 and 3.2 A. of this Article.

- C. When a water user provides Project water through temporary diversion facilities from the San Luis and Coalinga Canals for use within the lateral design service area, he may use a like amount of water from the lateral on lands outside the lateral design service area. However, the amount of water that can be transferred to land outside the lateral design service area by any such water user shall be limited to the share of water to which the individual is otherwise entitled to use within the lateral design service area.

ARTICLE 4. DRAINAGE COLLECTOR SYSTEM

4.1 GENERAL SYSTEM

The Westlands water District drainage collection system will consist of collector drains and carrier pipelines. The collector drains will collect subsurface drainage water from the on-farm drains, discharging into closed sumps or into the carrier lines by gravity. When the drainage effluent is discharged into closed sumps, it will be pumped into the carrier pipelines which will then convey the drain water to the concrete-lined San Luis Drain.

The collector drains will be located so as to allow a connection to the system for each 160-acre parcel needing drainage and will be deep enough to allow on-farm drains to discharge directly into them. The collector drains will be open-jointed, slotted or perforated pipe so that they will pick up groundwater from the area in which they are located. The carrier pipelines, which will convey drain water to the San Luis Drain, will have closed joints so that no drainage water will enter except directly from the collector drains or by pumping from the drain sumps.

4.2 DESIGN CRITERIA

The portion of the District where drainage needs are anticipated has been divided into two basic areas, each with a different drainage design factor. The slowly permeable soils, which exist in the lower portions of the District, have been rated to yield a peak tile discharge of approximately 1.0 cubic feet per second per 640 acres. The more permeable soils in the upper portions of the District have been rated to yield a peak tile discharge of approximately 1.5 cubic feet per second per 640 acres. A drainage design curve has been developed for the District, and all sumps and collector lines will be designed using the curve.

Initially, drainage facilities will be constructed in those areas of the District where the shallow semi-perched water table is 10 feet or less below the ground surface. They will also be constructed in those areas where the water table is as much as 20 feet below the ground surface or to their terminal points if the construction will result in reduced construction or annual cost or other savings to the District.

4.3 CONNECTIONS TO SYSTEM

- A. The District's drainage collector system will provide an outlet(s) for each quarter-section needing drainage through which on-farm drainage systems can discharge into the collector system. Each landowner within the quarter-section will be permitted to connect into the District's system at a single location. Where physical barriers make this impractical, additional connection points may be authorized. The connection point shall be designated, and the method of making the connection shall be approved by the Chief Engineer.

- B. When an on-farm drainage system is to be constructed to serve one or more parcels of land in a quarter-section which is divided into two or more ownerships and one or more of the parcels do not abut on the District's collector line by a single pipeline leading from the remote parcel to the District's line. The construction of the connecting pipeline shall be by and at the expense of the landowner or landowners who are constructing the on-farm system. However, if necessary, the District will assist in acquiring the necessary rights-of-way across the intervening parcels, including the use of its power of condemnation to acquire a District right-of-way, if necessary. The landowner requesting the service shall pay the cost of obtaining the right-of-way and the construction of the pipeline. The acquisition of the right-of-way and the providing of the pipeline shall be in accordance with the procedures and requirements pertaining to similar facilities used in conjunction with the District's water distribution system except to the extent that such procedures and requirements are inapplicable to drainage facilities.

4.4 DRAINAGE CONNECTION PERMITS

Prior to construction of any on-farm drainage facilities, each landowner wishing to connect an on-farm drainage system to the collector system shall make application for and obtain a Drainage Connection Permit from the District. Applications shall be made on forms to be furnished by the District and shall include drawings showing the design of the on-farm system, the location and size of main lines and laterals, type of pipe to be used, details of the connection to the District's system and any other information required by the General Manager. Upon a finding by the Chief Engineer that the proposed connection meets the requirements of these regulations, a permit will be issued for the connection. Construction

of the system shall be in accordance with the permit, including any conditions specified therein. The permit shall require that the permittee hold the District harmless from any damages, injury or liability of any kind arising from the permittee's installation, operation and maintenance of his on-farm drainage system and its connections to the drainage collector system and any other conditions specified in the permit.

Until the San Luis Drain is completed from Kesterson Reservoir to a discharge point, the Bureau of Reclamation will limit the area on which on-farm drains can be installed and connected to the collector system, without further approval of the Bureau, to 24,000 acres.

Permits for connections to the system will be issued up to the above limitation, or to any other limitation which may be subsequently imposed, on a "first come, first served" basis. Permits will be cancelled if the on-farm drains are not constructed within six months from the date of the permit; Provided, That, a reasonable extension of time for construction may be granted by the Chief Engineer upon his finding that construction of the on-farm drains have been delayed by circumstances beyond the control of the permittee. A new permit may be applied for, but its priority will be based on the date of the re-application.

4.5 INSPECTION BY THE DISTRICT

At least 24 hours prior to beginning construction, the District shall be notified as to the time when the connection to the drainage collector system is to be made. The connection to the system must be approved by an authorized District representative. Connections made without inspection and approval by the District shall be uncovered by the landowner for inspection at no cost to the District. If, at the request of the District, the landowner refuses to uncover the connection, the District may do so at the landowner's expense.

4.6 AS BUILT DRAWINGS

Within 15 days after completion of construction of the on-farm system, the permittee shall furnish to the District an accurate "as built" plot plan of the system showing the size of all lines and their location with respect to section lines, quarter-section lines and the District's facilities. The drawings shall be on forms furnished by the District.

4.7 TEMPORARY CONNECTIONS

Pending completion of the District's drainage collector system designed to serve a parcel of land, an on-farm drainage system may be installed and the effluent discharged temporarily into a completed portion of the system at another location approved by the District. The landowner doing so shall obtain a Drainage Connection Permit pursuant to Article 4.4 and the construction of the on-farm system and the connection to the District's system shall be in accordance with these regulations. Such temporary connections shall be removed by the permittee within 90 days after written notification by the District that the permanent facilities designed to serve the land are completed. If the temporary facilities are not removed within the allotted time, they may be removed by the District at the expense of the permittee.

4.8 DAMAGE TO DISTRICT'S SYSTEM

Breaks in an on-farm system which may cause damage to the District's system shall be repaired immediately by the landowner. If the landowner fails to make such repairs immediately, the District may do so at the expense of the landowner. If, due to the construction or operation of the on-farm system, excessive amounts of sand, silt, or other materials, as determined by the District, are deposited in a District collector line, it will be cleaned out by the District at the expense of the landowner or landowners whose system creates the problem.

4.9 CONSTRUCTION REQUIREMENTS

- A. The design and construction of the on-farm drains shall conform to generally accepted engineering standards and specifications for facilities installed for the purpose of providing sub-surface agricultural drainage.
- B. Care shall be exercised at all times during the construction, testing, operation, and maintenance of the on-farm drains to prevent the introduction of sand, silt, or other material into the District's collector system.
- C. All on-farm open joint concrete or clay drainage tile or perforated plastic drainage tubing shall be laid within an envelope of graded envelope material designed to prevent migration of native soil materials into the pipelines. On-farm drains constructed with synthetic envelope material will not be permitted to be connected

to the District's system, except on a research-experimental basis as approved by the Chief Engineer.

- D. Open ditches will not be permitted to be connected to the District's system.
- E. Cement used in mortar for making connections to the District's system shall meet the requirements of Federal Specifications SS-C-192g, for Type V, low alkali sulphate resistant cement.

4.10 GENERALLY ACCEPTED MATERIALS AND INSTALLATION PROCEDURES FOR ON-FARM DRAINAGE FACILITIES

- A. The following types of pipe are generally acceptable as drainage conduit:
 - (1) Unreinforced concrete drainage pipe, Class C, manufactured and tested in accordance with Bureau of Reclamation "Standard Specifications for Unreinforced Concrete Drainage Pipe" dated February 15, 1971, or ASTM Designation C 118.
 - (2) Clay pipe meeting Federal Specifications SS-P-361d or ASTM Designation C13.
 - (3) Corrugated polyethylene tubing meeting Bureau of Reclamation "Standard Specifications for Polyethylene Plastic Corrugated Drainage Tubing" or ASTM Designation F405.
 - (4) Corrugated Polyvinyl - Chloride tubing meeting Bureau of Reclamation "Standard Specifications for Polyvinyl - Chloride Corrugated Drainage Tubing or U.S. Soil Conservation Service Engineering Standard No. 606 - Subsurface Drainage.
 - (5) Closed joint drainage pipe of either non-perforated corrugated polyethylene tubing, or concrete or clay drainage tile with rubber gasket joints meeting the above listed specifications.
- B. Concrete and clay pipe with open joints shall be laid with ends closely abutted, with the bell or groove ends upgrade and with the tongue or spigot end concentrically in the groove or bell.
- C. Due to the light weight and buoyancy of plastic tubing, special care should be exercised in laying corrugated polyethylene or PVC drainage tubing and in placing the gravel envelope material and backfill to assure the tubing is laid and remains on grade and alignment. The tubing shall be laid such that stretching of tubing in

excess of five feet per 100 feet or preinstalled length will not occur. Joining of the lengths of plastic pipe shall be by split-type couplings. The couplings shall have close fit with the pipe and shall maintain alignment of the pipe and prevent separation at the joint.

ARTICLE 5. CLAIMS AND ACTIONS AGAINST THE DISTRICT

5.1 PURPOSE

These regulations are enacted pursuant to the California Tort Act (Government Code Sections 810 et. seq.). By and through the enactment of these regulations, the District conforms its practices with State law.

5.2 DELEGATION OF AUTHORITY TO GENERAL MANAGER

The General Manager may authorize disbursements for the allowance, compromise or settlement of damage claims against the District when the amount of such claims does not exceed \$20,000. All disbursements shall be approved by the Treasurer and reported to the Board of Directors.

ARTICLE 6. BUDGET

6.1 PREPARATION

The General Manager shall prepare and submit to the Board of Directors at its regular meeting in February of each year, a budget for the next succeeding fiscal year. The budget shall show, in appropriate detail, (a) the proposed expenditures for the general categories of administration, operation and maintenance, capital expenditures, and other items and (b) the estimated income from water toll charges, standby charges, reimbursements for services provided by the District, assessments, and other sources. The General Manager shall also prepare and submit to the Board of Directors at the time of the submission of the budget, either as a part of the budget or separately, the estimate of obligations to be raised by assessments in the form prescribed by the California Water District Act.

6.2 EXPENDITURES

To the extent authorized by these regulations or an action of the Board of Directors and within the limitations of the budget, the General Manager may expend funds for District purposes. This authorization shall not include the borrowing of money without the express approval of the Board of Directors.

ARTICLE 7. PROCUREMENT

The General Manager, acting with respect to the best interest of the District, shall determine the methods for awarding contracts and shall have the authority to execute such contracts, subject to the conditions below, for (a) the hiring or purchase of equipment, supplies, materials; (b) services, whether or not the services involve the furnishing or use of equipment, materials, or supplies or are performed by an independent contractor; and (c) construction, improvement, repair, or maintenance of District facilities. All such contracts shall be subject to applicable statutory provisions adopted by state or federal legislation, if any.

The General Manager's authority to execute contracts, whose cost or estimated cost does not exceed \$100,000, shall be subject to the availability of budgeted funds. For contracts exceeding \$100,000, the General Manager's authority shall be subject to (a) the availability of budgeted funds and (b) approval of the Chairman of the Finance and Administration Committee.

ARTICLE 8. EXPENSES

8.1 REIMBURSEMENT

Employees will be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of work for the District, to the extent and in the manner prescribed by the General Manager.

8.2 TRAVEL ADVANCES

The Director of Finance & Administration may authorize travel advances in reasonable amounts when they are necessary to cover anticipated expenses.

ARTICLE 9. DISPOSAL OF SURPLUS PROPERTY

The General Manager, after reasonable notice to District landowners and water users, acting with respect to the best interest of the District, may dispose of personal property of the District, subject to the conditions below, including but not limited to equipment, supplies, vehicles, furniture, and tools, which is surplus to its needs, in any single sale, at a private sale, public auction, by sealed bid, or in any other manner that is determined to be beneficial to the District.

The General Manager's authority, acting alone, shall be subject to personal property of the District whose value does not exceed \$100,000. The disposal and manner of disposal of personal property whose value exceeds \$100,000 shall be determined by the General Manager after consultation with the Chairman of the Finance & Administration Committee.

ARTICLE 10. PERSONNEL

10.1 STAFF POSITIONS AND EMPLOYMENT OF PERSONNEL

The position of General Manager shall be filled by the Board of Directors upon the recommendation of the Personnel Committee. The General Manager shall serve at the will of the Board of Directors. The General Manager shall be responsible for the management of all of the activities of the District and for the employment of all personnel in the District.

The General Manager shall create, fill, or eliminate all positions of employment, subject to budgetary limitations. Those positions at the level of Division Head and Department Head shall serve at the will of the General Manager.

The General Manager shall establish the policies and procedures necessary to govern the employment of personnel.

10.2 CLASS DESCRIPTIONS

The General Manager shall prepare class (job) descriptions for all positions of employment under his supervision. Each description shall include (a) a general description of the primary function of the position and the distinguishing characteristics of the position; (b) illustrative examples of work which the incumbent will be called upon to perform; (c) the classification requirements that would qualify an applicant for the position (by reason of education, experience, knowledge, or skill); (d) the salary code, where applicable (salaries for Division and Department Heads will be established based on qualifications and will not be related to the salary code structure); and (e) other desirable qualifications or special requirements for the position.

10.3 PROBATIONARY PERIOD

- A. With the specific exception of Division and Department Heads, a twelve-month probationary period is required for all individuals employed in, reclassified, or promoted to, a regular position with the District.

The length of an individual's probationary period may be extended by the General Manager due to an absence from the position or under exceptional circumstances.

- B. During the probationary period, the work performance, efficiency, and conduct of the employee shall be evaluated by his* supervisors, who shall determine whether the employee has satisfactorily completed the probationary period.
- C. The General Manager may release a probationary employee from his position without cause. The release shall be effective immediately upon giving the employee written notice. The decision to release a probationary employee shall be final and conclusive and shall not be subject to any right of appeal.
- D. The General Manager may return an employee, who has been released during his probationary period from a position to which he has been reclassified or promoted, to a former position in which he has previously completed a probationary period with the District, if the position is available.

10.4 DISCIPLINARY OR CORRECTIVE ACTION

- A. The provisions of Section 10.4 B. through G. are applicable to non-management employees only, i.e., employees below Department Head level. With respect to

*The masculine gender is used throughout the Rules and Regulations for simplicity.

at-will management employees, the General Manager shall take whatever action he deems appropriate in order to best serve the interests of the District. At-will management employees may be reassigned, demoted, or discharged at any time for any or no cause.

- B. The General Manager or his designee shall take corrective or disciplinary action, up to and including discharge, against any employee of the District when appropriate. Disciplinary actions against non-management employees affecting their status or pay shall not be taken by means or procedures other than those provided herein. The General Manager will consider the severity of an incident and the employee's employment history in determining the appropriateness and level of corrective or disciplinary action. Nothing in this section shall be interpreted as restricting the right of the District to take corrective or disciplinary action, including the immediate placement of an employee on Administrative Leave with pay, if, in the sole judgment of the General Manager, doing so would prevent serious disruption of District services or potential harm to other District employees.

- C. A supervisor who has knowledge of an employee's performance, conduct, or behavior constituting grounds for disciplinary action as described herein shall notify his Department Head, Division Head, or the General Manager, or himself be subject to disciplinary action.

- D. Types of Disciplinary or Corrective Action
 - 1. Counseling or Retraining - A documented effort to achieve appropriate performance or conduct, when an employee's lack of skill or knowledge is determined to be the cause of a problem. This action is not subject to an appeal.

2. Oral Reprimand - A formal discussion with an employee about performance or conduct problems, District expectations, and requirements. Documentation of such a discussion is retained by the immediate supervisor for future reference. This action is not subject to an appeal.
3. Written Reprimand - A written document presented to an employee regarding performance or conduct problems, District expectations, and requirements. This action is not subject to appeal.
4. Disciplinary Suspension - An involuntary absence without pay for a period up to 30 working days.
5. Disciplinary Salary Reduction - A reduction in pay from the employee's current step within a salary code to any lower step within that same salary code.
6. Discharge - Termination or removal from District service.

E. Cause for Disciplinary or Corrective Action. Causes for discipline include, but are not limited to the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Physical incompetence, as provided in Section 10.5 of this Article.
8. Inexcusable absence without leave.
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
10. Discourteous treatment of the public or other employees.

11. Improper political activity (See Section 10.7).
 12. Misuse or theft of District property.
 13. Violation of District Rules, Regulations, or policies.
 14. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District or his employment or creates a conflict of interest.
 15. Falsifying District records.
 16. Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on District premises.
 17. Excessive tardiness.
 18. Possession of weapons, firearms, or explosives while on District premises.
 19. Sexual harassment or other unlawful harassment of another employee or member of the public.
 20. Violation of District safety rules, policies, or procedures or other failure to perform work in a safe manner.
 21. Abuse of medical or annual leave.
 22. Gambling on District property.
 23. Failure to properly report absenteeism.
 24. Intimidation, coercion, or other unwelcome, threatening or offensive behavior.
- F. Prior to the imposition of any disciplinary action against a non-management employee in the form of suspension, disciplinary salary reduction, demotion, or discharge, a written notice of the intended disciplinary action will be served on the employee. The contents of such notice, the rights of the employee, and such other

administrative matters that need disclosure, shall be as prescribed by the General Manager, in order to comply with due process as set forth in *Skelly v. State Personnel Board*. Disciplinary actions in the form of suspension, disciplinary salary reduction, demotion, or discharge shall be appealable to the Personnel Committee of the Board.

G. Hearings.

1. A non-management employee may appeal a suspension, disciplinary salary reduction, or discharge by submitting a written request for hearing before the Personnel Committee. Such appeal must be received by the General Manager within 12 calendar days of the effective date of the action.
2. In the absence of a timely appeal as provided herein, any disciplinary action taken in accordance with these Rules and Regulations shall be final and conclusive. In the event of a timely appeal, the decision of the Personnel Committee after an appeal shall be final.
3. The Personnel Committee, after a hearing to determine whether a disciplinary action is just and proper and supported by the evidence in light of the record, shall make a written decision on the appeal, such decision to include findings of fact with respect to the action. The Personnel Committee may appoint a hearing officer to conduct the hearing and make a proposed decision, including findings of fact, for consideration by the Personnel Committee. In the case of a hearing by an appointed officer, the Personnel Committee may (a) adopt his decision in its entirety or (b) modify the action and adopt the amended decision or (c) decide the appeal on the record, including the transcript, after affording the employee an opportunity to present either written or oral argument before the Personnel Committee.

10.5 MEDICAL EXAMINATION: ACCOMMODATION, RECLASSIFICATION, OR DISCHARGE

- A. The General Manager may require an employee to submit to a medical examination by a physician or physicians to evaluate the capacity of the employee to perform the work of his position, the cost of such examination to be paid by the District.

- B. Subject to the requirements of the California Public Employees' Retirement System with respect to disabilities and retirement therefor, after considering the written report of the examining physician and other pertinent information, including medical or other evidence submitted by the employee to the examining physician, and after conducting an analysis pursuant to the Americans With Disabilities Act to determine whether an employee can perform the essential functions of his or her position with reasonable accommodation, and concluding that the employee is unable to perform the work of his present position, the General Manager shall either (a) reclassify the employee to another position which he is able to perform, if such a position is available, or (b) discharge the employee, if he is unable to perform the work of any available District position and is not eligible or waives his right to retire for disability.

- C. Although a discharge for physical incompetence shall not be considered disciplinary in nature, an employee so discharged shall be afforded those rights specified in Sections 10.4 F. and G. above.

10.6 RESIGNATION

An employee shall be deemed to have voluntarily resigned if (a) he is absent from work for three or more consecutive working days without notice to the District unless conditions preclude his giving of such notice; (b) he fails to return from an authorized leave of absence at the specified time; or (c) he fails to return to work after a layoff and subsequent recall.

10.7 POLITICAL ACTIVITIES

Employees shall not (a) engage in personal political activities, including but not limited to the election of District officials, during working hours or on the premises of the District; (b) use their District title or position, or District materials or representations, such as letterhead, uniforms, or insignias, in connection with any personal political activity at any time; or (c) otherwise participate in personal political activities in a manner prohibited by law.

ARTICLE 11. LEAVES AND OTHER TIME AWAY FROM WORK

11.1 LEAVES OF ABSENCE GENERALLY

Except in situations where it is impossible to give advance notice, personnel shall not be absent without prior approval. All personnel shall secure such approval from the General Manager or his designee. The employee shall be responsible for notifying his supervisor promptly as to the reason for the absence and for keeping him informed as to the probable time of return.

The medical leave and annual leave rates hereinafter set forth shall be effective on the first day of the month following their adoption.

11.2 MEDICAL LEAVE*

- A. Each full-time employee shall accrue three and one-third hours of medical leave with pay for each pay period of service, for which the employee is in* a paid status at least one-half the pay period.

Any unused medical leave may be carried over into the subsequent calendar year. Accrual of medical leave shall be unlimited. Upon separation from the District, an employee who is then eligible for retirement under the California Public Employees' Retirement System (CalPERS) shall have his remaining unused medical leave converted on an hour-for-hour basis to service credit, up to a maximum of six months additional service credit, subject to the rules and regulations promulgated by CalPERS regarding such conversion.

In lieu of the conversion of unused medical leave to CalPERS service credit provided for above, and upon separation from the District, employees hired on or before March 31, 1996, and as of that date, having 15 years of District service or

*Leave under this section may qualify for, and be counted towards, an employee's entitlements under the Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act of 1991 (CFRA), or the pregnancy disability provisions of the California Fair Employment and Housing Act. See Section 11.12.

eligible for retirement benefits with CalPERS, may elect to receive a 50 percent cash payout at the employees' rate of pay at the time of separation for the lesser of the employee's (a) unused medical leave accrued on or before March 31, 1996, up to 520 hours, or (b) such lower balance of unused medical leave which may result from use prior to the employee's separation.

- B. Medical leave shall be available for any necessary absence from duty by an employee due to the reasons listed below. Substantiation of the need for medical leave by the attending physician or licensed practitioner may be required.
1. His illness, injury, quarantine, or other medical disability.
 2. His dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 3. The death of (a) the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or (b) the spouse, child, son-in-law, daughter-in-law, sister or brother of the employee, or (c) any person residing in the immediate household of the employee except servants, roomers, or roommates.
 4. His required attendance upon his ill or injured mother, father, husband, wife, son, daughter, brother, sister, or any person residing in the immediate household of the employee except servants, roomers, or roommates.
- C. Any employee's use of paid medical leave which qualifies for leave under the FMLA, the CFRA, the pregnancy disability provisions of the California Fair Employment and Housing Act, or any other applicable acts or laws, shall count against the employee's entitlements under those acts or laws.
- D. Any employee who is absent because of injury or illness which arose out of, or in the course of, his employment and for which he is receiving temporary disability benefits under the Workers' Compensation laws of California shall not be entitled to receive wages or salary from the District; however, accumulated medical leave may be used during this period to supplement pay up to but not in excess of current net pay. The employee shall be given credit for any holidays that occur during the

period of his absence, if he is in a paid status for at least half of the pay period during which the holiday is observed.

- E. Any employee who is absent because of any injury or illness for which he is entitled to payments under the District's long-term disability insurance policy may not use accumulated medical leave to supplement the long-term disability benefit. The employee may, at his option, elect to (a) file a claim under said policy and retain his credit for accumulated medical leave or (b) utilize accumulated medical leave for the time off.

11.3 ANNUAL LEAVE

- A. Each full-time employee shall accrue annual leave with pay in accordance with the following schedule for each pay period for which the employee is in a paid status at least one-half the period; provided, however, that an employee hired on or before March 31, 1996, whose current accrual rate is in excess of the schedule, shall retain and be frozen at his current accrual rate effective March 31, 1996, until such time as the schedule shall apply to him.

<u>Anniversary of Years of Service</u>	<u>Annual Leave (days)</u>
Date of hire to 5	10
From 5+ to 20	15
After 20 years	20

- B. Except for the accrual of annual leave as provided in Sections 11.8 and 11.10, when an employee has accrued 240 hours of unused annual leave, thereafter and for so long as such condition exists, such employee will not accrue any additional annual leave until his annual leave balance falls below 240 hours. Thus, no more than 240 hours of annual leave may ever be earned by an employee and carried over for use in a subsequent calendar year, unless such hours in excess of 240 are as a result of accrual for a paid holiday that falls on Saturday as provided in Section 11.8 or for work on a day observed as a holiday as provided in Section 11.10.
- C. An employee is entitled to use accumulated annual leave while he is receiving temporary disability payments under Workers' Compensation benefits provided he notifies the District within the applicable pay period. Annual leave used under this

subsection may be used only to supplement pay, up to but not in excess of current net pay.

- D. Annual leave cannot be used while an employee is receiving benefits under the District's long-term disability policy.
- E. An employee may donate all or a portion of his annual leave hours to another employee; provided, however, that the hours shall be donated at the lesser rate of pay of the two employees.
- F. Upon the employee's termination of service with the District, he shall be entitled to compensation for unused annual leave at his then current rate of pay.
- G. A full-time employee during his first six months of employment is not entitled to take annual leave; except that he may take annual leave earned as a result of Sections 11.8 and 11.10.

11.4 LEAVE OF ABSENCE

The General Manager may authorize an unpaid leave of absence of up to one year for full-time and temporary employees, due to exceptional circumstances, subject to such conditions as the General Manager may deem in the best interests of the District. Leave for one year or longer must be approved by the Personnel Committee of the Board of Directors.

11.5 MILITARY LEAVE

Military leave shall be governed by the laws applicable thereto.

11.6 JURY DUTY/COURT APPEARANCES

An employee who receives notice of required service on a jury will continue to receive his regular District pay for the duration of such service. Jury duty fees and expense reimbursements from the court will be retained by the employee.

An employee who is required to appear as a witness in a court case in which he is not a party shall receive full pay for up to 24 working hours for any one case. Expert witness fees received for the first 24 working hours shall be remitted to the District up to the amount of the employee's regular salary for those days. Expense reimbursements

between the employee and the court such as parking, mileage, meals, etc., are not witness fees.

11.7 WORKING HOURS

Working hours shall be established by the General Manager.

11.8 PAID HOLIDAYS

Full-time regular and at-will employees will be paid for the following holidays:

- January 1 (New Years Day)
- The third Monday in January (Martin Luther King Jr. Day)
- The third Monday in February (Washington's Birthday Observed)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

When a holiday occurs on a Saturday or Sunday it shall be observed in the following manner: January 1 (New Years Day) will be observed on the preceding Friday, July 4 (Independence Day) will result in the accrual of eight hours of annual leave, December 24 (Christmas Eve) will be observed on the previous Friday, and December 25 (Christmas Day) will be observed on the following Monday.

In order for an employee to be eligible to be paid for a holiday, the employee must be in a paid status the full work day before and after the holiday.

11.9 VOTING

In the event an employee is unable to vote in a national, state, or local election at a time other than during working hours, he shall have up to two hours off to vote at the beginning or end of his regular shift upon reasonable notice to his supervisor.

11.10 OVERTIME AND HOLIDAY WORK

The following rules are applicable to all employees who are determined by the General Manager to be non-exempt employees under the Fair Labor Standards Act.

- A. Employees who are required to work and who do work in excess of eight hours in any one work day or in excess of 40 hours in any one work week (overtime), shall be paid at one and one-half times the regular rate for the overtime hours worked.
- B. Employees who are required to work on the days on which on the holidays named in Section 11.8 of these Regulations are observed shall be paid at their applicable rate (regular or overtime), and shall receive eight hours annual leave credit.
- C. All overtime and holiday work must, in the absence of an emergency, be authorized in advance by the General Manager or his designee.
- D. There shall be no compounding of pay, and one and one-half times an employee's regular hourly rate shall be the maximum rate paid for any work performed.
- E. Any time an employee is called back and reports to work he shall be paid for a minimum of two hours at his applicable rate (regular or overtime).
- F. The General Manager is authorized to provide voluntary compensatory time off as authorized by the Fair Labor Standards Act and pursuant to such policies as he deems advisable and in the best interest of the District.

11.11 FATIGUE TIME

The General Manager may grant administrative leave to an employee to rest because he has been required to work in excess of 4 hours overtime and the overtime was completed less than 8 hours before the employee's next regularly scheduled shift starts.

On those occasions where a situation does not lend itself to the above, administrative leave may be granted by the General Manager upon recommendation from the employee's supervisor.

11.12 FAMILY CARE AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

The General Manager shall provide for family care and medical leave, pregnancy disability leave, and other applicable leave, if any, as required by and in accordance with the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, the

pregnancy disability provisions of the California Fair Employment and Housing Act, and similar applicable laws, all as amended.

11.13 ADMINISTRATIVE LEAVE

The Board of Directors may grant administrative leave with pay to employees in instances where, in the opinion of the Board, it is in the best interests of the District. The General Manger may place an employee on administrative leave with pay during the resolution of a disciplinary or other personnel action, when in his opinion, it is in the best interest of the District.

ARTICLE 12. EMPLOYER-EMPLOYEE RELATIONS

12.1 STATEMENT OF PURPOSES

- A. The purpose of this article is to implement California Government Code Section 3500, et seq. by providing orderly procedures for the administration of employer-employee relations between the District and its employee organizations with respect to terms and conditions of employment.

- B. Nothing contained herein shall be deemed to supersede other provisions of any State law or District rules, regulations or resolutions which establish, regulate and provide for other methods of administering employer-employee relations. These provisions are intended, instead, to strengthen all other methods of administering employer-employee relations through the establishment of communication between the employees and the District and to provide a uniform basis for recognizing the right of the employees of this District to join organizations in the employment relationships with the District.

12.2 DEFINITIONS

- A. Appropriate unit - a group of classes of positions in District service designated as a unit pursuant to Section 12.7 of these rules and regulations to be represented by a recognized employee organization in meeting and conferring on matters within the scope of representation.

- B. Confidential employee - any employee who has access to, or possesses information relating to, the District's employer-employee relations.

- C. Consult or consultation in good faith - to meet at reasonable times for the purpose of soliciting, presenting and obtaining views and having a free exchange of information, ideas and opinions.

- D. District - Westlands Water District and, where appropriate herein, the Board of Directors or Manager or any duly authorized management employee. Except as otherwise provided in Section 12.12, any reference to Manager in these rules and regulations shall include the Manager or any person designated to act in his behalf.

- E. Employee - any person holding a regular position with the District.

- F. Employee organization - any organization, or its duly authorized representative, which includes employees of the District and, as one of its primary purposes, represents such employees in their employment relations with the District.
- G. Formal recognition - the act of the District whereby it formally acknowledges that an employee organization has shown, pursuant to Sections 12.8 and 12.9, that it represents employees of the District in an appropriate unit.
- H. Grievance - any dispute concerning the interpretation or application of these rules and regulations, or other rules and regulations governing personnel practices or working conditions, including the interpretation and application of a rule or regulation relating to compensation, hours or other terms and conditions of employment.
- I. Impasse - the parties to a dispute over matters within the scope of the meeting and conferring have reached a point in meeting and conferring at which their differences and positions are so substantial or prolonged that future meetings would be futile.
- J. Management employee - any employee having significant responsibilities for formulating and administering District policies and program, including, but not limited to, the Manager, department heads, and such of their principal subordinates as are so designated by the Manager.
- K. Mediation - an effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the District and the recognized employee organization or recognized employee organizations through interpretation, suggestion and advice.
- L. Meet and confer in good faith (sometimes referred to herein as "meet and confer" or "meeting and conferring") - the performance, by the Manager or his duly authorized representative, and by the duly authorized representative of a formally recognized employee organization of their mutual obligation to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation. "Meet and confer in good faith" does not require either party to agree to a proposal or to make a concession.
- M. Professional employee - (a) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (iv) requiring knowledge of an advanced type in a field of science or learning

customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or (b) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (a), and (ii) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a).

- N. Recognized employee organization - an employee organization which has been formally acknowledged by the District pursuant to Section 12.8 and 12.9 as an employee organization that represents employees of the District.
- O. Scope of representation - all matters relating to employment conditions in employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, organization of any service or activity provided by law or executive order. Employee rights, as set forth in Section 12.3 and District rights as set forth in Section 12.4, are specifically excluded from the scope of representation.
- P. Supervisory employee - any employee having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline another employee, or to responsibly redirect them, or adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such activity is not of a merely routine clerical nature, but requires the use of an independent judgment.

12.3 EMPLOYEE RIGHTS

Except as otherwise provided by law, employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters within the scope of representation. Employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by an employee or an

employee organization because of his exercise of any of these rights. No management employee or supervisory employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or supervisory employees or confidential employees or serve on committees of such employee organizations considering matters within the scope of representation or otherwise assist such other employees in connection with their consideration of an action upon matters within the scope of representation.

12.4 DISTRICT RIGHTS

A. In addition to all rights, powers, functions, or authorities granted by law, whether or not they have been exercised in the past, the rights of the District include, but are not limited to, the right to:

- (1) determine its mission, as well as the mission of its constituent departments, boards, and committees;
- (2) set standards of service and fees and charges;
- (3) determine the procedures, methods, and standards of selection for employment, assignment, transfer, and promotion;
- (4) direct its employees;
- (5) take disciplinary action;
- (6) relieve its employees from duty because of lack of work or for other legitimate reasons;
- (7) maintain the efficiency of its operations;
- (8) determine the methods, means, and personnel by which its operations are to be conducted;
- (9) determine the content of job classifications;
- (10) take all necessary actions to carry out its mission in emergencies; and
- (11) exercise complete control and discretion over its organization and the technology of performing its work.
- (12) establish and post work rules and safety regulations;
- (13) determine the type and nature of equipment, machinery, methods, and processes by which the operations of the district are carried out;
- (14) determine if over time work shall be performed and by whom it shall be performed;
- (15) make all decisions necessary for the efficient and economical operation of the District.

- B. The Manager may designate those management, supervisory and confidential employees who are restricted from representation in accordance with the rules set forth herein, and may change such designation(s) at any time.
- C. In cases of emergency, the Board of Directors, or if so necessary, the Manager, may immediately adopt any rule, resolutions or regulation relating to matters within the scope of representation and affecting a recognized employee organization without prior notice or meeting with such recognized employee organization. The Board of Directors or Manager shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such rule, resolution or regulation. The finding of an emergency shall be within the sole authority of the Board of Directors or the Manager.
- D. The Board of Directors may amend these rules and regulations after reasonable notice and consultation with representatives of each recognized employee organization and after consultation with representatives of any other employee organization that gives notice as provided herein.
- E. No provision herein is intended to restrict voluntary consultation with employee organizations regarding matters which the District has the right to determine. No provision herein is intended nor shall it be construed to modify or restrict the duties or authorities vested by law in the District, its Board of Directors or its management or supervisory employees.
- F. In no event shall the District's decision not to exercise any management right, stated above, constitute a waiver by the District of any such right.
- G. All decisions made in accordance with District Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.

12.5 MEET AND CONFER IN GOOD FAITH: SCOPE

- A. The District, through the Manager, shall meet and confer in good faith with representatives of recognized employee organizations regarding wages, hours and other terms and conditions of employment.
- B. The District shall not be required to meet and confer in good faith on any subject preempted by federal or state law, nor on employee rights or District rights as described in Section 12.3 or Section 12.4.
- C. Except as provided in Subsection C. of Section 12.4, advance written notice shall be given by the Manager to each recognized employee organization affected by any rule, resolution or regulation directly relating to matters within the scope of representation and proposed to be adopted by the Manager or the Board of Directors and each such organization shall be given the opportunity to meet and confer with the Manager prior to such adoption.

12.6 CONSULTATION IN GOOD FAITH: SCOPE

All employee organizations who desire to consult in good faith with regard to the proposed amendment of these rules and regulations shall file with the Manager all of that information hereinafter required in Section 12.8 A. (1) through (10) and shall request notice thereof and the right to be consulted in good faith with respect thereto and the Manager shall give notice of and consult with such organization prior to the adoption of the proposed amendment.

12.7 APPROPRIATE UNIT

- A. The Manager may, and after review of a petition filed by an employee organization seeking recognition pursuant to Section 12.8 shall, determine the appropriate unit or units. Prior to making such determination, he shall consult with any employee organization which has filed such petition relevant to the determination and any affected employee organization. The consultation shall be for the purpose of the obtaining of employee and organization views on any proposed determination, including effect and operation of criteria stated in this section. The consultation shall be informal and shall occur after reasonable notice has been given to such employees and organizations.

- B. The principle criterion in determining an appropriate unit shall be that the unit established shall be the broadest feasible group of employees having an identifiable community of interest. The following factors, among others, are to be considered in making a determination of an appropriate unit:
- (1) which unit will assure employees the fullest freedom in the exercise of rights set forth under this article;
 - (2) the history of employee relations
 - (i) in the proposed unit,
 - (ii) among other employees of the District, and
 - (iii) in similar public employment;
 - (3) the effect of the unit on the efficient operation of the District and sound employer-employee relations; and
 - (4) the extent to which employees have common skills, supervision, working conditions, and job duties, and that the positions have similar training or educational requirements.
- C. In determination of the appropriate unit, the Manager shall apply the following rules:
- (1) except in the case of confidential employee, a single class of employees shall not be divided among two or more appropriate units;
 - (2) no unit shall be deemed appropriate solely on the basis of the extent to which employees in the proposed unit have organized;
 - (3) professional employees shall not be denied the right to be represented separately from nonprofessional employees;
 - (4) confidential employees shall not be included in the same unit as nonconfidential employees;
 - (5) management employees shall not be included in the same unit with nonmanagement employees;
 - (6) supervisory employees shall not be included in the same unit as nonsupervisory employees; and
 - (7) guard employees shall not be included in the same unit as nonguard employees.
- D. The Manager shall give written notice to the affected or interested employee organization of his determination as to the appropriate unit or units.

- E. If the decision establishing an appropriate unit or units is challenged by an employee organization, the matter shall be referred to the Board of Directors for final determination. The Board shall not be required to set forth findings in its order.

12.8 PETITION FOR FORMAL RECOGNITION

- A. An employee organization that seeks formal recognition shall file a petition with the Manager in a form satisfactory to the Manager containing the following information and documentation:
 - (1) Name and address of the employee organization.
 - (2) Titles of its officers and names of incumbents therein.
 - (3) Names and titles of employee organization representatives authorized to speak on behalf of the members of the organization.
 - (4) A statement that the employee organization, as one of its primary purposes, represents employees in their employment relations with the District.
 - (5) Whether the employee organization is a chapter or local of, affiliated directly or indirectly in any manner with, a regional, state, national or international organization, and, if so, the name and address of each such regional, state, or international organization.
 - (6) Copies of the employee organization's constitution or articles of incorporation and bylaws, including all amendments thereof, certified as true copies by an officer of the organization.
 - (7) A designation of the person, and his address, to whom notice will be deemed sufficient notice on the employee organization for any purpose.
 - (8) A statement that the employee organization recognizes, and has taken and will continue to take reasonable steps to explain to its members, the applicability of Section 12.21 and inapplicability of Section 923 of the California Labor Code to District employees.
 - (9) A statement that the employee organization does not and will not impose any restriction on membership based on race, color, creed, sex, age, national origin, mental or physical handicap, political affiliation, perceived sexual orientation, or veteran, family, or marital status.
 - (10) A list of all the job classifications and the number of employees in each class in the unit claimed to be the appropriate unit.

- (11) Written proof dated by the signer that, within 60 days of the date upon which the petition is filed, a minimum of thirty percent of the employees eligible to vote in the unit claimed to be appropriate have designated the employee organization in writing to represent them in their employment relations with the District or to seek a representation election. Such written proof shall include the employee's name, job classification, date of signing, a statement authorizing the named organization to seek a representation election or to represent him or her regarding his or her wages, hours and terms and conditions of employment and the signature of the employee. The information referred to in this subsection shall be verified according to the procedures designated in subsection H. below.
- (12) A request that the Manager grant formal recognition to the employee organization by recognizing it as the exclusive representative of the employees in the unit claimed in the petition to be the appropriate unit.
- B. The petition, including all accompanying documents, shall be verified under penalty of perjury by an authorized officer of the employee organization. The Manager may require additional specific information of any matter required to be included in the petition, and may require the periodic updating of all or any portion of the information.
- C. If the petition does not meet the requirements of this section, the Manager shall inform the employee organization in writing as to the reasons why its does not meet such requirements.
- D. If the decision that the petition does not meet the requirements of this section is challenged by an employee organization, the matter shall be referred to the Board of Directors for final determination. The Board shall not be required to set forth findings in its order.
- E. No employee shall be represented by more than one recognized employee organization.

- F. No confidential, management or supervisory employee may be represented by an organization which represents employees who are not confidential, management or supervisory employees.
- G. No petition or authorization card may be used in the recognition process unless it specifically states that the intent of the signer is secure recognition for the organization named thereon or to secure a secret ballot election.
- H. A representative of the State Conciliation Service shall be designated to review written proof submitted by the employee organization that a minimum of thirty percent of the employees eligible to vote in the unit claimed to be appropriate have designated the organization to represent them in their employment relations with the District or to seek a representation election. The State Conciliation Service shall report on the number of individuals who, by authorizing the organization to seek an election or to represent them, have thereby so indicated their desire for an election and whether the requisite showing has been made. No report issued by the State Conciliation Service pursuant to this subsection shall be deemed to require the District to grant recognition or otherwise eliminate the election procedure established by this section.

12.9 ELECTIONS: FORMAL RECOGNITION

- A. After the appropriate unit has been determined pursuant to Section 12.7, and after the Manager has received a petition filed pursuant to and in compliance with the requirements of Section 12.8 with written proof that the petition represents a minimum of thirty percent of the employees eligible to vote in such appropriate unit, the Manager shall arrange for a secret ballot election to determine the recognized employee organization for such appropriate unit. The election shall be the exclusive method for establishing formal recognition and shall be conducted by the State Conciliation Service or by any other independent organization providing election services when such other organization is selected by mutual agreement of the Manager and any employee organizations having qualified for the ballot prior to the time arrangement for the election is made.

- B. Not less than thirty days before the date fixed for the closing of the ballot for any election, the State Conciliation Service or other election organization shall be given notice of the election. Such notice shall contain:
- (1) a description of the appropriate unit or units for which the election will be held;
 - (2) the date of the election, which date shall be one on which a maximum number of employees within the appropriate unit will have the opportunity to vote;
 - (3) the hours during which the polls will be open for voting;
 - (4) the date and hour of the closing of the ballot for inclusion of names of employee organizations;
 - (5) the date and hour on or before which petitions pursuant to Section 12.8 must be filed with the Manager in order that the name of the filing employee organization may be considered for inclusion on the ballot;
 - (6) the name of each employee organization which, as of the date of the notice, has qualified for inclusion on the ballot;
 - (7) such other information relating to the election as the State Conciliation Service or other election organization shall deem appropriate.

The notice shall be mailed to each employee organization which has filed with the Manager a written request for notice of elections to be held under this section, and shall be posted on District bulletin boards and given such other publicity as in the judgment of the State Conciliation Service or other election organization will be most likely to inform the affected employees and employee organizations.

- C. Any employee organization, in addition to the one filing the initial petition, shall be entitled to be included on the ballot for any election, provided it shall have on or before the time specified in the notice of the election for the last filing of petitions, filed a petition pursuant to Section 12.8 with written proof that such organization represents ten percent of the employees eligible to vote in the appropriate unit within which the election is to be held.
- D. The choice of "no organization" shall also be included on the ballot.

- E. All employees shall be eligible to vote who are employed in positions within the appropriate unit on the last day of the pay period immediately prior to the date of the election and who are employed by the District in the same appropriate unit on the date of the election. An employee organization shall be granted formal recognition following announcement of the results of an election if the employee organization received the votes of a majority of all the employees eligible to vote in the appropriate unit in which the election is held. The employee organization so granted formal recognition shall be the only employee organization entitled to meet and confer in good faith as the representative of employees in such appropriate unit on matters within the scope of representation.

- F. In the event a majority of all the employees eligible to vote in the appropriate unit voted for "no organization" or if there was a tie in a two-party election, no employee organization shall be recognized for a period of not less than 12 months. When an election involving three or more choices, including the choice of "no organization", results in none of the choices having received a majority of the votes cast, a run-off election shall be conducted promptly thereafter between the two choices receiving the largest number of votes cast. The rules governing an initial election shall also apply to a run-off election. There shall be no more than one initial and one run-off election in a twelve-month period within the same unit. The twelve-month period shall commence on the date of the initial election, or if there is a run-off election, the date of the run-off election.

- G. The recognition rights of a recognized employee organization designated in accordance with this section shall not be subject to challenge by election for a period of at least twelve months following the date of such recognition.

12.10 REVOCATION OF REPRESENTATION

- A. A petition for revocation of alleging that an employee organization granted formal recognition is no longer the representative of a majority of the employees in an appropriate unit may be filed with the Manager only during the last two months of any twelve-month period following the month in which formal recognition was granted. The petition for revocation may be filed by an employee, a group of

employees or their representative, or an employee organization. The petition, including all accompanying documents, shall be verified under penalty of perjury by the person signing it that its contents are true. The petition for revocation shall be filed with the Manager and shall contain the following:

- (1) the name, address, and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information;
 - (2) the name of the formally recognized employee organization whose recognition is sought to be revoked;
 - (3) an allegation that the formally recognized employee organization no longer represents a majority of the employees in the appropriate unit; and
 - (4) the signatures of at least thirty percent of the employees in the unit dated by the signers within three months of the date upon which the petition is filed.
- B. If the Manager finds that the petition complies with subsection (a) above, he shall arrange for a secret ballot election which shall be conducted by the State Conciliation Service or by any other independent organization providing election services to determine if the formally recognized employee organization shall retain its recognition rights. Formal recognition of such employee organization shall be revoked by the Manager if the organization fails to obtain a majority of the votes of those eligible to vote in such election.
- C. In the event that an employee organization petitions for revocation of representation of another employee organization and the establishment of itself as the recognized representative, the election ballot shall contain the opportunity for employees to vote "no organization."
- D. The District may file a petition pursuant to this section if it has reasonable grounds for believing that the employee organization no longer represents a majority of the employees in the unit. An election shall then be conducted among the employees in the unit, and if the organization obtains a majority of those eligible employees in the bargaining unit it shall continue to be formally recognized. If the organization does not obtain the votes of a majority of those eligible employees in the bargaining unit, the District shall withdraw recognition.

- E. The Manager shall fix a date for the election for revocation which shall be not less than thirty days nor more than sixty days after the filing of the petition. The Manager may consolidate any election for revocation with an election on a petition for formal recognition as majority representative of the same unit, provided that the petition for formal recognition is filed at the same time as or within thirty days after the filing of the petition for revocation.
- F. There shall be no more than one revocation election in the same unit in any twelve-month period.

12.11 MODIFICATION OF ESTABLISHED APPROPRIATE UNIT

- A. A petition for modification of an established appropriate unit may be filed by an employee organization with the Manager during the two-month period for filing a petition for revocation. The petition for modification shall contain all of the information set forth in subsection A. of Section 12.8, together with a statement of all relevant facts in support of the proposed modified unit. The provisions of Section 12.8, subsection A. (11) to the contrary notwithstanding, the petition shall be accompanied by written proof that a majority of employees within the proposed modified unit have designated the employee organization to represent them in their employment relations with the District. The Manager, in accordance with Section 12.7, shall determine whether the existing appropriate unit shall be modified as proposed in the petition.
- B. If the Manager determines that a modified unit is a more appropriate unit, then he shall follow the procedures set forth in Section 12.9 for determining formal recognition rights in such unit. If the Manager's determination with respect to the modification of the established appropriate unit is challenged by an employee organization, the matter shall be referred to the Board of Directors for final determination. The Board shall not be required to set forth findings in its order.
- C. In the event that new positions are created or old ones eliminated in the District or if the positions of employees within the unit are changed so that they may possibly no longer have an identifiable community of interests with the other employees of the unit, the Manager may, after notice to and consultation with the formally recognized organization, make a determination that a modified unit is a more appropriate unit.

If the Manager's determination with respect to the modification of the established appropriate unit is challenged by an employee organization, the matter shall be referred to the Board of Directors for final determination. The Board shall not be required to set forth findings in its order.

12.12 DESIGNATION OF DISTRICT REPRESENTATIVE

The Manager is designated as the District's representative in all matters subject to the meet and confer process with the authority to consult and meet and confer in good faith on all matters within the scope of representation; provided, that the Board of Directors may designate some other person as such representative.

12.13 UNFAIR EMPLOYEE RELATIONS PRACTICES

The District shall not discriminate for or against any employee organization or coerce or influence any employee in his or her free choice to join or refrain from joining any employee organization.

12.14 RESOLUTION OF IMPASSES

- A. An impasse shall, if possible, be resolved through the use of mediation. Mediation may be initiated only after the exhaustion of the possibility of resolution of the impasse through the meet and confer process. Either party may initiate the impasse procedure by filing with the other party a written request for impasse, together with a statement of its position on all disputed issues.
- B. The mediation process shall be conducted by the California State Conciliation Service or by any other independent person or organization when such other person is selected by mutual agreement of the Manager and affected employee organization. The cost of mediation shall be paid one-half by the District and one-half by the employee organization or organizations involved in the mediation.
- C. In the event that the mediator finds that he or she is unable to effectuate a reasonable solution to the dispute between the parties or 15 days has passed since the mediator has been selected, whichever is lesser, the matter shall be referred to the Board of Directors for final determination.

- D. Impasse procedures shall be invoked only in cases where the parties are required to meet and confer on wages, hours and other terms or conditions of employment.

12.15 GRIEVANCE

- A. Except as otherwise agreed in writing by the District and a recognized employee organization, grievances shall be processed in accordance with the following grievance procedure, the purpose of which is to afford employees a written and simple means of obtaining consideration of their grievance by informal means without the use of legalistic forms and procedures.
- B. A grievance must be initiated with the immediate supervisor within five days after the affected employee first knew or should have known of a grievable action or event. If the initiation of the grievance does not occur within said five days, the grievance is void.
- C. The Manager shall develop a standard form to be used in filing a written grievance.
- D. Each employee believing he or she has a grievance shall, before filing the same in writing discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. If the initiation of the grievance procedure and discussion with the immediate supervisor fails to resolve the matter, the employee or his or her designate representative shall present the grievance in writing to the department head within five (5) calendar days after final discussion with the immediate supervisor. The department head, in consultation with the Division Head, shall enter his decision and comments in writing and return the form to the employee within ten (10) calendar days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision will constitute an abandonment of the grievance.
- E. If the employee does not agree with the department head's decision, or if no answer has been received within ten (10) calendar days, the employee or his or her representative may present the grievance in writing to the Manager. The Manager or an authorized representative shall render a decision in writing to the employee with a copy to the department head within ten (10) calendar days after receiving the

grievance. If the employee does not agree with the decision of the Manager or his or her authorized representative, he or she may appeal to the Personnel Committee in writing. Such appeal must be made within ten (10) day of the receipt of the Manger's decision. The grievant will have the opportunity to be represented by counsel, to present evidence on his behalf, to examine and cross-examine witnesses and to present a written brief. The Personnel Committee will render a written decision at its next regular meeting, and the decision of the Personnel Committee will be final and binding.

- F. The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.
- G. The employee may request the assistance of his or her formally recognized employee organization representative in preparing and presenting his or her grievance. The employee, and his or her representative, if a fellow employee, shall be permitted a reasonable amount of work time, as determined by the department head, in preparing and presenting the grievance.

12.16 MEMORANDUM OF UNDERSTANDING

When a meeting and conferring process is concluded between the Manager and a formally recognized employee organization, any agreed upon matters shall be incorporated in a joint written memorandum of understanding signed by the Manager and the duly authorized representative of the recognized employee organization, which memorandum shall not be binding, but which shall be submitted to the Board of Directors for determination.

12.17 REASONABLE TIME OFF TO MEET AND CONFER

A formally recognized employee organization may select not more than one employee member of such organization per appropriate unit to attend scheduled meetings with the Manager on subjects within the scope of representation during regular work hours without loss of compensation. The selection of such employee member and his attendance at meetings during his regular work hours shall be subject to the following:

- (1) No employee representative shall leave his work station or assignment without specific approval of the department head or other authorized

executive management official; provided that such approval shall not be unreasonably withheld.

- (2) In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department in which the employee member is employed.
- (3) The employee member of the formally recognized employee organization, once selected and named to attend meetings, shall not be substituted without notice to the Manager.
- (4) Meetings may be scheduled before or after regular duty or work hours.

12.18 ACCESS TO WORK LOCATIONS

Access to work locations shall be as authorized by the District or by written memorandum between the District and a recognized employee organization. Nothing herein shall preclude any employee organization from having access to employees after working hours and off of work locations or District-controlled property.

12.19 AVAILABILITY OF DATA

- A. The District will make available to employee organizations such nonconfidential information pertaining to employment relations as is contained in the public records of the District, subject to the limitation and conditions set forth in this article, Government Code Sections 6250-6260 and the District regulations implementing those sections.
- B. Nothing in this section shall be construed as requiring the District to do research for an inquirer or to do programming or assemble data.

12.20 DISTRIBUTION AND POSTING OF EMPLOYEE ORGANIZATION LITERATURE

Recognized employee organizations will be provided a reasonable amount of space for posting organization bulletins. Recognized employee organization representatives may post or distribute material provided such activities do not disrupt official business and provided that this material does not contain information inconsistent, incompatible, in conflict with or inimical to the interest of the District or its officers or employees. Prior to posting, the recognized employee organization shall provide a copy of the information to be

posted to the Manager or his designee. Material found to contain prohibited information will not be posted or distributed. The organization shall be responsible for removing out-of-date material, but the District reserves the right to remove out-of-date or prohibited material after notification to the organization.

12.21 INAPPLICABILITY OF LABOR CODE SECTION 923: STRIKES OR WORK STOPPAGES

The enactment of these rules and regulations shall not be construed as making the provisions in Labor Code Section 923 applicable to employees or employee organizations.

No employee or employee organization, its representatives, or members, shall engage or participate in, cause, instigate, encourage, or condone strikes, work stoppages, or work slowdowns at any time. Participation in any of the aforesaid activities shall make the organization involved subject to legal action for injunctive relief and damages and shall make the employees involved subject to discipline, including termination of their employment with the District. In the event that a strike, work stoppage or work slowdown takes place, the organization whose members, agents or adherents are involved shall publicly, through their representatives, declare that said activities are unlawful and advise and encourage the individuals involved to cease and desist from such activities. Compliance with this provision by the organization shall not preclude the District from initiating a lawsuit against any employee organization, its representatives, members, agents or adherents thereof, and obtaining all appropriate relief including, but not limited to, injunctive relief, damages and attorneys' fees.

12.22 CONSTRUCTION OF ARTICLE

- A. The rights, powers and authority of the District in all matters, including the right to maintain any legal action, shall not be modified or restricted by this article.

- B. No act or acts of the Board of Directors, the District or any of its officers, employees or agents occurring before the effective date of this article, or occurring after said date, and not in conformity to this article shall constitute either formal or informal recognition of an employee organization. The procedures for recognition appearing in this article are exclusive.

- C. If any provisions of these rules and regulations or the application of such provisions to any person or circumstances shall be held invalid by a court of competent jurisdiction, the remainder of these rules and regulations or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ADOPTED: 10/16/18
FPPC APPROVED: 09/15/18

**ARTICLE 13. WESTLANDS WATER DISTRICT
CONFLICT-OF-INTEREST CODE
FOR DESIGNATED POSITIONS**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Westlands Water District (District)**.

Individuals holding designated positions shall file their statements of economic interests with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the **District**.

WESTLANDS WATER DISTRICT - CONFLICT-OF-INTEREST CODE

APPENDIX A – DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
General Manager	1, 2, 3, 5
General Counsel	1, 2, 3, 5
Chief Operating Officer	1, 2, 3, 5
Assistant Chief Operating Officer	1, 2, 3, 5
Associate General Manager – Water Policy	1, 2, 3
Deputy General Manager – External Affairs	1, 2, 3
Deputy General Manager- Resources	1, 2, 3
Director of Human Resources and Administration	4
Director of Operations and Maintenance	1, 3
Information Technology Officer	4
Supervisor of Civil and Preventative Maintenance	1, 3
Supervisor of Customer Accounting	4
Supervisor of Electrical Maintenance	1
Supervisor of Field Engineering and Planning	1, 3
Supervisor of Mechanical Maintenance	1
Supervisor of Operations	2, 3, 4
Supervisor of Procurement and Fleet Services	1
Supervisor of Resources	1, 2, 3
Public Affairs Representative	1, 3
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Gov. Code Section 81008). Sagoupe Landowner Committee members are recognized as consultants.

Public Officials Who Manage Public Investments:

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200:

Members of the Board of Directors
Deputy General Manager – Finance and Administration
Supervisor of General Accounting
Treasurer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

**WESTLANDS WATER DISTRICT
CONFLICT-OF-INTEREST CODE
APPENDIX B – DISCLOSURE CATEGORIES**

Designated positions must report financial interests in accordance with the assigned disclosure categories.

Category 1: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the District.

Category 2: Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the District as well as investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide real estate services (e.g. consulting, appraisal, development, construction) of the type used by the District.

Category 3: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from any source engaged in agricultural production.

Category 4: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the department or division in which the designated position works.

Category 5: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that filed a claim, or have a claim pending, against the District during the previous two years.

Sources of the type utilized by the district (non-inclusive list):

- Engineering and environmental consulting firms
- Transportation equipment and parts
- Water and soil testing products and services
- Services for energy pricing/demand, legal and labor relations

ARTICLE 14. PUBLIC RECORDS

14.1 PURPOSE

These regulations are enacted pursuant to and in furtherance of the California Public Records Act (Government Code Sections 6250-6260). Their purpose is to prescribe procedures to be followed when making District records available for inspection.

14.2 PUBLIC RECORDS

The District's public records include any writing, microfilm or map containing information relating to the conduct of the District's business which is prepared, owned, used or retained by the District regardless of its physical form or characteristics.

14.3 INSPECTION

Subject to the following conditions, the public records of the District may be inspected by any person during the office hours of the District, except as otherwise provided in these regulations of the California Public Records Act:

- A. All requests to inspect such records must be in writing and must contain a reasonably specific description of the records sought to be inspected.
- B. All such requests shall be referred to the General Manager for a determination as to whether the records are exempt from disclosure as hereinafter provided.
- C. Requests to inspect such records will be handled as promptly as possible with due regard for the dispatch of other District business.
- D. The inspection of such records shall be in the presence of an employee of the District if, in the judgment of the General Manager, such presence is necessary and in the best interests of the District.
- E. All persons inspecting or obtaining copies of public records shall acknowledge in writing that they have examined the records and/or received copies thereof.

14.4 EXEMPTION OF PARTICULAR RECORDS

- A. Records the disclosure of which is exempted or prohibited pursuant to federal or state law, including but not limited to Government Code Section 6254* relating to the exemption of records, shall be exempt from public inspection; Provided, That, such exemption shall not prevent the General Manager from allowing the inspection of the District's public records concerning the administration of the District if, in his judgment, such inspection is in the best interests of the District and if such disclosure is not otherwise prohibited by law.
- B. If, on the facts of a particular case, the public interest served by not allowing the inspection of a public record clearly outweighs the public interest served by the disclosure, the public record shall be exempt from public inspection.
- C. The General Manager may, if in his judgment it is necessary and in the best interests of the District, require that persons requesting the opportunity to inspect public records state the public interest(s) to be served by allowing the disclosure of the records.
- D. The General Manager shall justify the withholding of a record from inspection by demonstrating in writing that the record is exempt under the provisions of paragraph A. or B. of this section. Upon his denial of a request to inspect District records, the General Manager shall advise the applicant in writing of the reason(s) for the denial.

14.5 COPIES OF RECORDS

Any person may receive a copy of any identifiable public record of the District which is not exempt from inspection as provided herein. Upon request, an exact copy shall be provided unless it is impracticable to do so.

*Government Code Section 6254, as amended by Chapter 1231, 1975 Stats., is attached.

14.6 FEES

- A. Requests for an identifiable public record or information produced therefrom, or a certified copy thereof, shall be accompanied by a reasonable fee as established by the General Manager or the prescribed statutory fee, where applicable.
- B. No charge shall be made in connection with requests to inspect identifiable public records in those instances involving no search or only a nominal search for the records. In those instances in which a request to inspect a record involves more than a nominal search, a charge, in an amount determined by the General Manager, which covers the cost of the search, shall be made.
- C. Public records may be furnished or inspection allowed without charge or at a reduced charge in situations in which the General Manager determines that a waiver or reduction of the fee is in the public interest because the information is considered as primarily benefiting the District's landowners or water users or the general public.
- D. No charge shall be made for furnishing authenticated copies of material reproduced by the District for gratuitous distribution.
- E. No charge shall be made for the making or verifying of copies of public records which are required for official use by federal, state, or local public agencies.
- F. Copies of public records may be provided without charge:
 - (1) To agencies of federal, state, and local public agencies which are carrying on a function related to that of the District when furnishing the service will help to accomplish an objective of the District.
 - (2) When furnishing the copies without charge saves costs or yields income equal to the direct costs of the District in providing the copies.
 - (3) When furnishing the copies without charge is in conformance with generally established business customs, such as furnishing personal reference data to prospective employers of former District employees.

14.7 TESTIMONY OF EMPLOYEES

- A. An employee of the District shall not testify in any judicial or administrative proceeding concerning matters related to the business of the District without the permission of the General Manager. If the General Manager concludes that permission should be withheld, the employee shall appear in answer to process and respectfully decline to testify on the ground that his or her testimony is prohibited by these regulations.

- B. Any person (including a public agency) wishing an employee of the District to testify in a judicial or administrative proceeding concerning a matter related to the business of the District may be required by the General Manager to submit a statement setting forth the interest of the litigant and the information with respect to which the testimony of the officer or employee of the District is desired before permission to testify will be granted.

**ARTICLE 15. GUIDELINES IMPLEMENTING
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED**

15.1 PURPOSES

These regulations (hereinafter referred to as District Guidelines) implement the purposes and provisions of the California Environmental Quality Act (hereinafter referred to as CEQA) and the California Resources Agency Guidelines for Implementation of CEQA (hereinafter referred to as the State Guidelines), as the same may now or hereafter be amended. The enhancement and long-term protection of the environment and the encouragement of public participation in achieving these goals are objectives of these Guidelines. It is the objective of these Guidelines to expedite all necessary environmental review in as timely manner as is possible, consistent with the purposes of CEQA, and by, among other things, reducing delay and paperwork whenever feasible as provided in Section 15006 of the State Guidelines.

15.2 OBJECTIVES

From time-to-time and under circumstances as outlined by these Guidelines, an environmental document must be prepared as a prerequisite to approval of a project. The function of such a document is to provide information regarding the environmental effects of proposed projects. The environmental effects set forth in such document are to be evaluated by the decision makers before a project is approved. The District retains existing authority to balance environmental objectives with economic, social, and other relevant objectives of the proposed project.

The information in an EIR or other environmental document constitutes evidence that the District shall consider along with any other information which may be presented.

15.3 INCORPORATION OF STATE GUIDELINES

Section 15022(d) of the State Guidelines provides that, in adopting procedures to implement CEQA, this District may adopt the State Guidelines by incorporation by reference. State Guidelines are incorporated herein as Appendix A. The remainder of these local Guidelines are intended to set forth the objectives, criteria and specific

procedures for the orderly evaluation of projects and the preparation of environmental documents in the District. If any inconsistency between the State Guidelines and these Guidelines is identified, these Guidelines shall control as to such objectives, criteria and specific procedures. As to all other matters, the State Guidelines shall control.

15.4 PARTIAL INVALIDITY

In the event any part or provision of these procedures shall be determined to be invalid, the remaining portions which can be separated from the invalid portions shall nevertheless continue in full force and effect.

15.5 DEFINITIONS

- A. Unless otherwise provided for herein, the words and phrases used herein have the same meanings ascribed to them in the State Guidelines.

- B. Approval means a decision by the District which commits it to a definite course of action with regard to a particular project. Approval for any District project shall be deemed to occur on the date when the Board or Manager, as appropriate, determines to proceed with the project, which in no event shall be later than the date of adoption of plans and specifications. Approval for any private project shall be deemed to occur upon the earliest commitment to issue or the issuance by the District of a discretionary contract, grant, subsidy, loan, or other form of financial assistance, lease, permit, license, certificate or other entitlement for use of the project. The mere acquisition of land by the District shall not in and of itself be deemed to constitute approval of a project.

- C. Manager means the Manager of the District or any members of the District staff authorized by him to take the action referred to or required by these or the State Guidelines.

15.6 APPLICATION OF CEQA AND STATE GUIDELINES

- A. Unless otherwise specified, these District Guidelines shall apply to projects in the same manner as CEQA and the State Guidelines.

- B. Ministerial projects are those projects defined and referred to in Sections 15268 and 15369 of the State Guidelines. The determination of whether or not a proposed project is ministerial shall be made by the District on a case by case basis.

15.7 DELEGATION OF RESPONSIBILITIES

Except as precluded by Section 15025 of the State Guidelines or these District Guidelines, the Board of Directors hereby delegates and assigns the specific functions, including the making of determinations in connection with the environmental review process, to the Manager.

15.8 EVALUATING PROJECTS FOR CEQA EXEMPTIONS

- A. Preliminary Review of District Activities for CEQA Exemptions. At the outset a proposed activity shall be examined by the Manager to determine whether it is exempt from environmental assessment by the District.
1. If the Manager determines that a proposed activity is not a project under the State CEQA Guidelines 15378 because it falls into either of the following categories, no environmental assessment documentation is required.
 - (a) the activity is continuing administrative or maintenance activity, such as routine repair and cleaning of pipelines, reservoirs, ditches, canals, etc.
 - (b) the activity is emergency repairs, such as the repair of a broken pipeline, telemetry equipment, pump equipment, or monitoring equipment
 2. If the Manager determines that a proposed activity is not a project under State CEQA Guideline 15378 for some reason other than those listed in paragraph 1, a Preliminary Environmental Assessment form (Exhibit A) shall be prepared.
 3. If the Manager determines that a proposed activity is a project under State CEQA Guideline 15378, but is exempt from further environmental assessment for one of the following reasons, a Preliminary Environmental Assessment form shall be completed and a Notice of Exemption (Exhibit B) shall be prepared and filed with the appropriate County Clerk:
 - (a) It comes within the definition of one of the categorical exemptions as described in Sections 15354 and 15300 of the State Guidelines and Section 11 of this Article.
 - (b) It constitutes an emergency project as defined in Sections 15269 and 15359 of the State Guidelines.

- (c) It constitutes a ministerial project as defined in Sections 15369 and 15268 of the State Guidelines. Examples of such projects may include, but are not limited to, individual water service connections or disconnections, installation of water delivery outlets or fire hydrants.
 - (d) It involves another agency which is the lead agency as defined and referred to in Sections 15367, 15050-53, and 15086 of the State Guidelines, or as determined by the State Office of Planning and Research pursuant to its regulations for designation of lead agency for preparation of environmental documents (Sections 15050, et seq., of the State Guidelines).
 - (e) The Manager determines that there is no possibility that the project or activity will have a significant effect on the environment.
- 4. Failure of the Manager to prepare a Preliminary Environmental Assessment or a Notice of Exemption on a project that is exempt shall not effect the District's right to approve or carry out the project.
 - 5. The filing of a Notice of Exemption starts a 35-day statute of limitations period on legal challenges to the District's decision that the project is exempt from CEQA. If a Notice of Exemption is not filed, a 180-day statute of limitations will apply.
 - 6. If the Manager can determine that the project or activity is clearly not exempt from environmental assessment, the Manager may immediately commence the Initial Study Procedures provided in Section 9 of this Article.

B. Private Projects

- 1. Within 30 days following receipt of an application requesting approval for a private project, as defined by Section 15377 of the State Guidelines, for the issuance of a lease, permit, license, certificate, or other entitlement for use, the District shall:
 - (a) Determine in writing whether the application is complete and, if the application is determined to be incomplete, inform the applicant as to the manner in which it can be made complete, and
 - (b) Determine whether the private project is exempt from CEQA and if so, complete a Preliminary Environmental Assessment.
- 2. If the Manager approves a private project which falls within categories (a), (b), (c), or (e) of Paragraph A.3 of Section 8, the person or entity proposing to carry

out the project may also file a Notice of Exemption with the County Clerk of the county or counties in which the project will be located. When filed pursuant to this subsection, the Notice shall contain a certification by the District that it has found the project to be exempt.

3. If the determination is that the proposed activity falls within category (d) of Paragraph A.3 of Section 8 no further environmental assessment shall be made by the District, but the District shall provide data as required by the lead agency to assist it in evaluating the project and shall comply with the requirements of Sections 15103, 15050, 15052, 15086 and 15096 of the State Guidelines before approving the proposed project.
 4. If the determination is that the proposed activity does not fall within any of the exemption categories in Section 8, the evaluation process by the District shall continue as provided for in Section 9 of this Article.
- C. Statute of Limitations - The filing of a Notice of Exemption starts a 35-day statute of limitations period on legal challenges to the District's decision that the project is exempt from CEQA. If a Notice of Exemption is not filed, a 180-day statute of limitations will apply.

15.9 INITIAL STUDY PROCEDURES

- A. Undertaking of Initial Study, Submission of Data and Costs - Upon a determination that a project is not otherwise exempt and that the District is the lead agency, an initial study shall be undertaken for the purpose of ascertaining whether the proposed project may have a significant effect on the environment, unless the District can determine that the project will clearly have significant effect, in which case the EIR preparation shall begin immediately as set forth in Section 10.
1. As soon as the District has determined that an initial study will be required to determine whether a Negative Declaration or an EIR is required, it shall consult with all responsible agencies and all trustee agencies responsible for resources affected by the project.
 2. As to District projects, the initial study shall be undertaken by the Manager.
 3. (a) As to private projects, the District may require the applicant to submit data and information which will enable the District to prepare the initial study. The Manager shall make an independent analysis of data and information submitted pursuant to this subsection. All costs incurred by

the District in reviewing the data and information, or in conducting its own investigation based upon such data and information, for the purpose of determining whether the proposed project might have a significant effect on the environment shall be borne by the person or entity proposing to carry out the project.

- (b) Within 30 days of the District's receipt and acceptance as complete of the applicant's Environmental Information Form, the District shall determine whether a Negative Declaration or an Environmental Impact Report is required. This period may be extended 15 days upon consent of the applicant and the District.

4. Contents of Initial Study - An initial study shall contain in brief form:

- (a) A description of the project including the location of the project;
- (b) An identification of the environmental setting;
- (c) An identification of environmental effects by completion of the Environmental Checklist Form (Exhibit C);
- (d) A discussion of ways to mitigate the significant effects identified, if any;
- (e) An examination of whether the project is consistent with existing zoning and plans; and
- (f) The name of the person or persons who prepared or participated in the initial study.

B. Evaluating Environmental Significance - In determining whether a project may have a significant effect on the environment, the District shall follow the requirements of Sections 15063-65 of the State Guidelines, and shall consult with all responsible agencies and trustee agencies.

C. Mandatory Finding of Significant Effect - Whenever any of the conditions described in Section 15065 of the State Guidelines are found to exist, a finding that a project may have a significant effect on the environment shall be mandatory.

D. Staff Recommendations - After the initial study is completed, if the Manager recommends a Negative Declaration be filed, he shall follow the procedures outlined in Paragraph E. If the Manager recommends an EIR be prepared, the procedures outlined in Section 10 shall be followed.

- E. Negative Declarations - If the staff recommends a Negative Declaration be filed, it shall prepare and submit to the Board within ten (10) days after the completion of the initial study a Negative Declaration, together with a completed copy of Exhibit C. The required contents of Negative Declaration and the procedures to be followed in connection with the preparation and filing thereof are as follows:
1. Consultation: Before completing the Negative Declaration, the Manager shall attempt to consult with all responsible agencies (i.e., all the other public agencies involved in carrying out or approving the project).
 2. Contents: A Negative Declaration shall include:
 - (a) A brief description of the project, including a commonly used name for the project, if any;
 - (b) The location of the project and the name of the project proponent;
 - (c) A finding that the project will not have a significant effect on the environment;
 - (d) An attached copy of the initial study documenting reasons to support the finding; and
 - (e) Mitigation measures, if any, included in the project to avoid potentially significant effects.
 3. Notice: Notice that the District proposes to adopt a Negative Declaration shall be provided to the public at least ten (10) days prior to the final adoption by the District of the Negative Declaration and to the State Clearinghouse if this project requires discretionary approval from a State agency. Notice shall be given to all organizations and individuals who have previously requested such notice and shall also be given by at least one of the following procedures:
 - (a) Publication, no fewer times than required by Section 6061 of the Government Code (one time), by the District in a newspaper of general circulation in the area affected by the proposed project;
 - (b) Posting of notice by the District on and off site in the area where the project is to be located;
 - (c) Direct mailing to owners of property contiguous to the project as such owners are shown on the last equalized assessment role of the District.
 4. Review and Comment: The Manager shall provide copies of the Negative Declaration as follows:

- (a) To other public agencies and trustee agencies having jurisdiction by law and ten (10) copies to the State Clearinghouse as required by Sections 15205 and 15206 of the Guidelines at least ten (10) days prior to final adoption by the Board of the Negative Declaration. In the state review system, the normal review period is 30 days for Negative Declarations. In exceptional circumstances, the State Clearinghouse may set shorter review periods when requested by the District.
 - (b) Copies of the proposed Negative Declaration shall be available at the District's office for review or acquisition by members of the public. The Board may set a charge, not in excess of the actual cost of the Negative Declaration, for all such copies requested.
- 5. Supporting Documentation : Documentation supporting a Negative Declaration shall be compiled and included in the District's file on the project.
- 6. Completion : A Negative Declaration, if appropriate, for a private project as defined by Section 15377, involving the issuance of a lease, permit, license, certificate, or other entitlement for use from the District, shall be completed and ready for approval by the District in not more than one hundred five (105) days from the date on which the application requesting approval of the project is received and accepted as complete by the District.
 - (a) Completion of a Negative Declaration within a 105-day period shall include the conduct of an initial study, public review, and the preparation of a document ready for approval by the Board. Completion within the 105-day period need not include the approval of the Negative Declaration by the Board.
 - (b) A reasonable extension of such time period may be granted in the event that unforeseen circumstances justify additional time and the project applicant consents thereto.
- 7. Extension of Time for Completion: The District may waive the time limit set forth in paragraph 6. above if all of the following conditions occur:
 - (a) The project will require both an EIR or a Negative Declaration under CEQA and an EIS or a Finding of No Significant Impact under the National Environmental Policy Act (NEPA), and
 - (b) Additional time will be required to prepare a combined EIR-EIS or a combined Negative Declaration under both laws, and

- (c) The time required to prepare such a combined document would be less than the time required to prepare each document separately, and
 - (d) The applicant has requested or consented to the waiver.
 - 8. If the District waives the time periods as provided herein, the District must approve or disapprove the project within sixty (60) days after the combined document under CEQA and NEPA has been completed and adopted.
- F. Staff Report and Board Action - The staff recommendation shall be considered by the Board at its next regular meeting after the notice required by Paragraph E or such later meeting to which the matter is continued by the Board or at a special meeting called for that purpose. At such meeting members of the public may appear and present their views prior to the Board's determination on that matter. After considering the matter, if the Board finds on the basis of the initial study and comments received during the public review process that the proposed project will not have a significant effect on the environment, it shall review the proposed Negative Declaration and, if adequate, order its adoption and filing by the Manager. If, on the other hand, the Board finds that the proposed project may have a significant effect on the environment, it shall order the preparation and filing of an EIR.
- G. Board Approval or Disapproval of Project After Filing Negative Declaration - The Board may consider the proposed project for purposes of approval or disapproval at the same meeting or meetings at which the Negative Declaration is considered or at any meeting thereafter if the Negative Declaration is adopted. Members of the public may appear before the Board and present their views prior to the Board's determination to approve or disapprove the project. Prior to approving the project, the Board shall consider the Negative Declaration together with any comments received during the public review process and approve or disapprove the project. The project must be approved or disapproved within six (6) months after the date the project application was accepted as complete. (When a Negative Declaration is prepared by a lead agency other than the District, the Board shall comply with Sections 15050, 15052 and 15096 of the Guidelines, and certify that it has reviewed and considered the Negative Declaration prior to acting upon or approving the project.

- H. Notice of Determination after Filing Negative Declaration - Following approval of the project by the Board, staff shall cause to be prepared a Notice of Determination in the form attached hereto as Exhibit D, which shall contain an identification of the project including its common name where possible and its location, a brief description of the project, the date on which the District approved the project, the determination of the Board that the project will not have a significant effect on the environment, and a statement that a Negative Declaration has been prepared pursuant to the provisions of CEQA, and the address where a copy of the Negative Declaration may be examined.

- I. Filing of Notice of Determination - The Notice of Determination with a copy of the Negative Declaration attached or address where a copy of the Negative Declaration may be examined shall be filed by the Manager with the county clerk or the county or counties in which the proposed project will be located. Within five (5) working days after the approval or determination becomes final. If the project requires discretionary approvals from a state agency, the Notice of Determination also shall be filed with the Secretary for Resources.

- J. Costs - As to any private projects, the person or entity proposing to carry out the project shall bear all costs incurred by the District in preparing and filing the Negative Declaration and Notice of Determination.

15.10 ENVIRONMENTAL IMPACT REPORTS (EIR)

- A. Contents and General Procedures for Preparation of EIR.
 - 1. Following or during the Preliminary Review or the Initial Study described in Section 8, an EIR shall be prepared for all projects not otherwise exempt upon a determination by the Board that the project may have a significant effect on the environment. An EIR should be prepared whenever it can be fairly argued on the basis of substantial evidence that the project may have a significant effect on the environment or when there is a serious public controversy concerning the environmental effect of a project. A controversy not related to an environmental issue does not require the preparation of an EIR.

2. The process to be followed in the preparation of an EIR and the contents thereof shall be as hereinafter set forth and as prescribed in Articles 7 and 9 of the State Guidelines.

B. Preparation of Draft EIR.

1. Immediately upon deciding that an EIR is required for a proposed project, the District shall send a Notice of Preparation in the form attached hereto as Exhibit F by certified mail to each responsible agency soliciting its recommendation as to the scope and content of environmental information to be included in the EIR. The notice shall also be sent to any federal agency involved in approving or funding the project, to those trustee agencies responsible for natural resources affected by the project and, when one or more state agency is a responsible agency, to the State Clearinghouse in the Office of Planning and Research. The notice shall have attached sufficient information to enable responsible agencies to make a meaningful response. At a minimum the information shall include
 - (a) a description of the project;
 - (b) location of the project, indicated either on an attached map (preferably a copy of a U.S.G.S. 15' or 7 1/2' topographical map identified by quadrangle name), or by a street address in an urbanized area, and
 - (c) probable environmental effects of the project. This information may be provided by attaching a copy of an Initial Study, if one was prepared pursuant to Section 9 hereof.
2. When the Notice of Preparation is submitted to the State Clearinghouse, the state identification number issued by the Clearinghouse shall be the identification number for all subsequent environmental documents on the project. The identification number should be referenced on all subsequent correspondence regarding the project, specifically on the title page of the draft and final EIR and on the Notice of Determination.
3. In preparing a draft EIR, the person responsible for its preparation shall attempt to consult with all responsible agencies, any public agency which has jurisdiction by law with respect to the proposed project, and with any person or organization who it is believed will be concerned with the environmental effects of the project in accordance with Sections 15083 and 15086 of the State

Guidelines. In addition, to expedite such consultation, the District, a responsible agency, a trustee agency or a project applicant may request one or more meetings between representatives of the agencies involved to assist the District in determining the scope and content of required environmental information. When requested, such meeting shall be convened by the District not later than thirty (30) days after the meetings were requested.

4. As to District projects, the draft EIR shall be prepared by the Manager or a consultant retained for that purpose.
5. (a) As to private projects, the person or entity proposing to carry out the project shall submit a suggested draft EIR for review and consideration by the District. The Manager shall make an independent evaluation and analysis of the draft EIR submitted pursuant to this subsection. The draft EIR which is presented to the Board must reflect the independent judgment of the District. The Manager may require additional information and data from the person or entity proposing to carry out the project as it may deem necessary for completion of the EIR.
 - (b) Upon the project applicant's request, if received within 30 days of the District's determination under Section 9A3(b), the District shall meet with the applicant for an early consultation concerning the range of actions, alternatives, mitigation measure, and significant effects to be analyzed in depth in the EIR.
 - (c) The text of a draft EIR shall normally be less than 150 pages and for proposals of unusual scope or complexity should normally be less than 300 pages.

- C. Completion of Draft EIR and Notice of Completion. Upon completion, the draft EIR shall be presented to the Board for its review. If the Board finds the draft EIR to be adequate, it shall authorize the Manager to file a Notice of Completion with the Office of Planning & Research of the State of California in the form attached hereto as Exhibit E. This notice shall contain a brief description of the proposed project, the location of the proposed project, and time provided for review of the draft EIR, and information indicating where copies of the draft EIR are available for review. Where the EIR will be reviewed through the State review process handled by the State Clearinghouse, pursuant to Sections 15205-15206 of the State Guidelines, a Notice

of Completion and Environmental Document Form as prescribed by the Resources Agency shall be completed and filed with the State Clearinghouse. No Notice of Completion need be sent to the Resources Agency.

D. Submission and Availability of Draft EIR for Review.

1. After filing the Notice of Completion the Manager shall submit copies of the draft EIR to, consult with, and seek to obtain comments from each responsible agency and other public and trustee agencies having jurisdiction by law over the proposed project, and public agencies or persons with special expertise whose comments on the draft EIR would be desirable. The State Clearinghouse and area-wide clearinghouses shall be utilized to distribute EIRs for review in accordance with Sections 15205 and 15206 of the State Guidelines. The number of copies of an EIR or Negative Declaration submitted to the State Clearinghouse shall not be less than 10 unless the State Clearinghouse approves a lower number in advance.
2. The Manager shall provide public notice of the completion of a draft EIR and the time for receipt of comments thereon at the same time it sends a Notice of Completion to the Resources Agency. Notice shall be given to all organizations and individuals who have previously requested such notice and shall also be given by at least one of the following procedures.
 - (a) Publication, no fewer times than required by Section 6061 of the Government Code (one time), in a newspaper of general circulation in the area affected by the proposed project;
 - (b) Posting of notice on and off the site in the area where the project is to be located;
 - (c) Direct mailing to owners of property contiguous to the project as such owners are shown on the last equalized assessment role.
3. Copies of the draft EIR shall be available at the District's office and at appropriate public libraries for review or acquisition by members of the general public. The Board may set a charge, not in excess of the actual cost of reproducing a copy of the EIR, for all such copies requested by members of the public.

- E. Time for Review of Draft EIR. At the time the Board authorizes the filing of the Notice of Completion it shall establish an adequate time period for review and comment on the draft EIR by public agencies and members of the public. The period of time shall be based upon the size and scope of the proposed project. The review period shall not be less than thirty (30) days or such lesser time as may be reasonable in unusual circumstances as long as such review period is not less than fifteen (15) days, or the review period provided in the State review system operated by the State Clearinghouse, whichever is longer. In the State review system, the normal review period is 45 days for EIRs. In exceptional circumstances, the State Clearinghouse may set shorter review periods when requested by the District. Public agencies and persons to whom the draft EIR is sent pursuant to Paragraph D above shall be notified in writing at the time the draft EIR is sent to them of the last day for submission of comments. Any requests for extensions of time for reviewing of a draft EIR shall be given reasonable consideration by the Board under the circumstances, however, no extension of time greater than the time period initially established for review shall be made.
- F. Failure to Comment. If any public agency or person who is consulted with regard to the draft EIR fails to comment within the time period established for review and comment, or any extensions thereof, it shall be assumed, absent a request for a specific extension of time, that such agency or person has no comment to make.
- G. Continued Planning Activities. Continued planning activities concerning the proposed project, short of formal approval thereof, may continue during the time set for review of a draft EIR.
- H. Public Hearings on Draft EIR.
1. General. Depending upon the nature and location of the proposed project, the Board may in its discretion find it desirable to conduct a public hearing on the environmental impact thereof. Such a public hearing shall not be held less than fifteen (15) days after the filing of the Notice of Completion. The draft EIR shall be used as the basis of discussion during any such public hearing.
 2. Notice. Notice of time and place of the hearing shall be published once in a newspaper of general circulation within the District's boundaries and shall also

be posted at the District office at least fifteen (15) days prior to the date set for the hearing. Such notice shall indicate where the copies of the draft EIR are available for review.

- I. Completion of Final EIR. Following the receipt of comments on the draft EIR and after the public hearing, if one has been held, a final EIR shall be prepared in accordance with the provisions of Section 15132 of the State Guidelines. The final EIR shall include responses to significant environmental issues raised in the comment and review process.
 1. The EIR for a private project as defined by Section 15377, involving the issuance of a lease, permit, license, certificate, or other entitlement for use from the District, shall be completed and certified by the Board as herein after provided within one year from the date on which the application requesting approval of the project is received and accepted as complete by the District. This time limit may be extended once for a period of ninety (90) days if the project applicant consents thereto.
 2. The District may also waive the time limit set forth in paragraph 1. above if all the following conditions occur:
 - (a) The project will require both an EIR or a Negative Declaration under CEQA and an EIS or a Finding of No Significant Impact under the National Environmental Policy Act (NEPA), and
 - (b) Additional time will be required to prepare combined EIR-EIS or a combined Negative Declaration or its equivalent under both laws, and
 - (c) The time required to prepare such combined documents would be less than the time required to prepare each document separately, and
 - (d) The applicant has requested or consented to the waiver.
 3. If the District waives the time periods as provided herein, the District must approve or disapprove the project within sixty (60) days after the combined document under CEQA and NEPA has been completed.
- J. Adoption of Final EIR and Approval or Disapproval of Project. The final EIR shall be presented to the Board for its consideration and adoption. If the Board finds the final EIR to be adequate, it shall certify its completion and that the Board has reviewed and considered its contents prior to the approval of the project. (When an

EIR is prepared by a lead agency other than the District, the Board shall comply with Sections 15050, 15052 and 15096 of the State Guidelines, and shall certify that it has reviewed and considered the information contained therein prior to acting upon or approving the project.) Members of the public may appear before the Board and present their views prior to the Board's determination to approve or disapprove the project.

- K. Findings. If the completed EIR finds the project to have one or more significant environmental effects, the Board shall make one or more of the findings required by Sections 15091 and 15093 of the State Guidelines prior to approving or carrying out the project. Such findings shall be supported by substantial evidence in the record.

- L. Notice of Determination After EIR. Following approval of the project for which an EIR has been prepared. The Manager shall cause to be prepared a Notice of Determination in the form attached hereto as Exhibit D which shall contain an identification of the project including its common name where possible and its location, a brief description of the project, the date when the District approved the project, the determination of the Board whether the project in its approved form will have a significant effect on the environment, a statement that an EIR was prepared and certified pursuant to the provisions of CEQA and whether mitigation measures were made a condition of the approval of the project, whether findings were made pursuant to Section 15091, whether a Statement of Overriding Considerations was adopted for the project and the address where a copy of the EIR and the record of project approval may be examined.

- M. Filing of Notice of Determination. The Notice of Determination shall be filed by the Manager with the county clerk of the county or counties in which the proposed project will be located within five (5) working days after the approval or determination becomes final. If the project requires discretionary approvals from a State agency, the Notice of Determination also shall be filed with the Secretary for Resources.

- N. Costs. As to any private project, the person or entity proposing to carry out the project shall bear all costs incurred by the District in preparing and filing of the EIR, including all publication costs incidental thereto.

15.11 CATEGORICAL EXEMPTIONS

- A. Categories Incorporated by Reference - Classes of activities which have been determined to be exempt from the requirements of CEQA and which are described in Sections 15301-15329 of the State Guidelines are incorporated herein by reference.
- B. Limitation on Categorical Exemptions - A categorical exemption shall not be used for an activity where:
1. There may be impact on an officially designated environmental resource of critical concern because of the location of an activity in Class 3, 4, 5, 6, or 11 as set forth below;
 2. There is significant cumulative impact because of successive projects;
 3. There is a reasonable possibility that an activity will have a significant effect on the environment due to unusual circumstances.
- C. Categorical Exemptions - Classes of categorical exemptions applicable to District activities include, but are not limited to:
- Class 1. Existing Facilities. Class 1 consists of the operation, repair, maintenance or minor alteration of all existing District facilities, structures, equipment or other property of every kind, which activity involves negligible or no expansion of use beyond that previously existing, facilities of a similar type as those presently existing including but not limited to:
- (a) Water conveyance and subsurface drainage collector facilities;
 - (b) Water and subdrainage collector connection facilities, including meters;
 - (c) Fire hydrants;
 - (d) Balancing reservoirs and tanks;
 - (e) Pump stations
 - (f) Buildings; and
 - (g) Treatment plants.

Class 2. Replacement or Reconstruction. Class 2 consists of replacement or reconstruction of any District facilities, structures or other property where the new facility or structure will be located on the same site as the replaced or reconstructed facility or structure and will have substantially the same purpose and capacity as the replaced or reconstructed facility or structure, including but not limited to:

- (a) Water conveyance and subsurface drainage collector facilities;
- (b) Water and subdrainage collector connection facilities, including meters;
- (c) Fire hydrants;
- (d) Balancing reservoirs and tanks;
- (e) Pump stations
- (f) Buildings; and
- (g) Treatment plants.

Class 3. New Construction of Small Structures. Class 3 consists of construction of new facilities or structures and installation of new equipment or facilities, including, but not limited to:

- (a) Connecting water distribution and subsurface drainage collector facilities, including meters, to serve new users; and
- (b) Small buildings if designed for an occupant load of 20 persons or less, if not in conjunction with the building of two or more such structures.

Class 4. Minor Alterations to Land. Class 4 consists of minor alterations in the condition of land, water and/or vegetation including but not limited to:

- (a) Grading on land with a slope of less than 10 percent except where it is located in a waterway, in any wetland, in an officially designated (by Federal, State or local governmental action) scenic area or in officially mapped areas of severe geologic hazard.
- (b) New gardening or landscaping, but not including tree removal;
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site;
- (d) Minor alterations in land, water and vegetation on existing officially designated wildlife management areas of fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production;
- (e) Minor trenching or backfilling where the surface is restored;

- (f) Minor temporary uses of land having negligible or no permanent effects on the environment; and
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by applicable State and Federal regulatory agencies.

Class 6. Information Collection. Class 6 consists of basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environment resource. These activities may be undertaken strictly for information gathering purposes or as part of a study leading toward the undertaking of a project.

Class 9. Inspection. Class 9 consists of inspection activities, including but not limited to, inquiries into the performance of an operation and examinations of the quality, health or safety of a project.

Class 11. Accessory Structures. Class 11 consists of the construction or placement of minor structures accessory to or appurtenant to existing water distribution or drainage collector facilities or commercial, industrial or institutional facilities, including small parking lots.

Class 13. Acquisition of Lands for Fish and Wildlife Conservation Purposes.

Class 19. Annexations of Existing Facilities and Lots for Exempt Facilities.

Class 19 consists of only the following annexations:

- (a) Annexations to the District of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.
- (b) Annexations of individual small parcels of the minimum size for facilities exempted by Class 3, New Construction of Small Structures.

Class 20. Changes in Organization of the District. Class 20 consists of changes in the organization or reorganization of the District where the changes do not change the geographical area in which previously existing powers are exercised. Examples include but are not limited to:

- (a) Establishment of a subsidiary or an improvement district;
- (b) Consolidation of two or more districts having identical powers.

Class 21. Enforcement Actions by Regulatory Agencies. Class 21 consists of actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted or prescribed by the regulatory agency or law, general rule, standard, or objective, administered or adopted by the regulatory agency. Such actions include, but are not limited to, the following: (a) The direct referral of a violation of lease, permit, license, certificate, or entitlement for use or of a general rule, standard, or objective to the Attorney General, District Attorney, or City Attorney as appropriate, for judicial enforcement.

(b) The adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard or objective. Construction activities undertaken by the public agency taking the enforcement or revocation action are not included in this exemption.

Class 24. Regulation of Working Conditions.

Class 25. Transfers of Ownership of Interest On Land to Preserve Open Space.

Class 27. Leasing New Facilities.

Class 28. Small Hydroelectric Projects at Existing Facilities.

15.12 DISTRICT ACTIONS AS LEAD AGENCY

- A. Statutory Requirements for Responsible (Non-lead) Agency - Whenever another agency is determined to be the lead agency for a project in accordance with the State Guidelines and of these District Guidelines, the District shall proceed as a responsible agency in accordance with the procedures set out in the State Guidelines with respect to consulting and meeting with a lead agency, reviewing and commenting on environmental documents prepared by a lead agency, and acting on a project pursuant to environmental documents prepared by a lead agency.
- B. Responsible Agency as a Lead Agency - When the District is called upon to grant an approval to a project subject to CEQA for which another public agency was the appropriate lead agency, the District shall begin to act as the lead agency under the conditions set forth in the State Guidelines.

15.13 PROJECTS RECEIVED FOR FILING WITH SHORT TIME PERIODS FOR APPROVAL

Rev. 04/15/85

- A. The District may deem that an application for a private project as defined by Section 15377 of the Guidelines has not been received for filing under the permit statute until such time as an environmental documentation required by CEQA has been completed if:
- (1) The enabling legislation related to the project, other than Chapter 4.5 (commencing with Section 65920 of Division 1 of Title 7 of the Government Code), requires the District to take action on the application within a specified period of time that is six months or less, and
 - (2) The enabling legislation provides that the project will become approved by operation of law if the District fails to take any action within such specified time period, and
 - (3) The project involves the issuance of a lease, permit, license, certificate, or other entitlement for use.
- B. In any case described in this section, the environmental document shall be completed or certified and the decision on the application shall be made within one year from the date on which an application requesting approval of such project has been received and accepted as complete for CEQA processing by the District. This one year time limit may be extended once for a period not to exceed 90 days upon consent of the District and the applicant.

15.14 COORDINATION WITH OTHER LAWS

- A. Chapter 4.5 of the Government Code (commencing with Section 65920) also requires that:
- (1) Within thirty (30) days of receipt of a private application for approval of a "development project" (Government Code Section 65927-65928), the District shall determine in writing and notify the applicant whether the application is complete; the District shall specify the manner in which an incomplete application can be completed (Government Code Sections 65943-65944);
 - (2) As a lead agency, the District must approve or disapprove a "development project" within the following time periods following acceptance of the permit application as complete:

- (A) One (1) year for a project for which an EIR is prepared;
 - (B) Six (6) months for a project
 - (A) determined to be exempt from CEQA, or
 - (B) for which a negative declaration is prepared.
- (3) As a responsible agency, the District must approve or disapprove a "development project within whichever period is longer: 180 days from lead agency approval or disapproval, or 180 days from District acceptance of the application as complete.
- (B) Although limited time extensions are permissible (Government Code Sections 65950.1, 65951, 65954, 65957), if the District fails to act on a "development project" within the above times, the "development project" will automatically be deemed approved (Government Code Section 65956). Therefore, since these times are shorter than those provided elsewhere in these rules for CEQA review of other private projects, staff must coordinate CEQA actions on "development projects" to meet these shorter times where appropriate.
 - (C) In the event that a combined EIR/EIS is being prepared on a development project under the National Environmental Policy Act (NEPA; Public Resources Code Section 21083.6), the District may waive the time limit set forth in Sec. (a)2)(A) above if all of the following conditions occur:
 - (1) The District finds that a combined EIR/EIS cannot be completed within the time limits; and
 - (2) The time necessary to prepare a combined EIR/EIS would be shorter than to prepare each document separately.

If these two conditions have been satisfied, and the District elects to waive the time limit in section (a) (2) (A) above, the District shall approve or disapprove the project within sixty (60) days after the combined EIR/EIS has been completed and adopted.

EXHIBIT A
WESTLANDS WATER DISTRICT
PRELIMINARY ENVIRONMENTAL ASSESSMENT

Name, Location and Brief Description of the Project

Entity or Person Undertaking the Project

_____ A. Westlands Water District

Contact: 1. Name:
 2. Address:
 3. Telephone: Area Code

_____ B. Other: _____

 1. Names
 2. Address:
 3. Telephone

Recommendation

The Manager, having undertaken and completed a review of this project for CEQA exemptions in accordance with the District's Guidelines implementing the California Environmental Quality Act, has determined:

_____ A. This project does not require further environmental assessment because:

- _____ 1. The proposed action does not constitute a project (Guidelines, Section 15378)
- _____ 2. The project is a ministerial project (Guidelines, Sections 15369, 15268)
- _____ 3. The project is an emergency project (Guidelines, Sections 15269, 15359)
- _____ 4. The project is categorically exempt (Guidelines, Section 15354, Article 19); Exemption Class _____
- _____ 5. The project cannot possibly have a significant effect on the environment. (Guidelines, Section 15061 (b) (3)).

Brief Statement of Reasons why Project is Exempt Under 1 Through 5:

_____ B. The project involves another public agency which constitutes the lead agency primarily responsible for carrying out or approval of the project.

Name of Lead Agency _____

Date: _____

Manager

EXHIBIT B

WESTLANDS WATER DISTRICT

NOTICE OF EXEMPTION (CEQA GUIDELINES SECTION 15062)

To: County Clerk
County of _____

FROM: Westlands Water District

Project Title: _____

Project Location: _____

Description of Nature and Purpose of Project: _____

Exempt Status:

- _____ Ministerial (Guidelines Section 15268)
- _____ Declared Emergency (Guidelines Section 15269)
- _____ Emergency Project (Guidelines Section 15359)
- _____ Categorical Exemption (Class _____, Guidelines Section _____)
- _____ No Possibility of Significant Effect on the Environment (Guidelines Section 15061 (b) (3))

Reasons Why Project is Exempt: _____

Contact Person: _____ Telephone: _____

Date: _____

Signature

Title

EXHIBIT C
WESTLANDS WATER DISTRICT
ENVIRONMENTAL CHECKLIST FORM

I. BACKGROUND

1. Name of Applicant or Project _____
2. Date Checklist Submitted _____

II. ENVIRONMENTAL IMPACTS

(Explanation of all "yes" and "maybe" answers are required on attached sheets)

	<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
1. <u>Earth</u> . Will the proposal result in:			
a. Unstable earth conditions or in changes in geologic substructures?	_____	_____	_____
b. Disruptions, displacements, compaction or overcovering of the soil?	_____	_____	_____
c. Change in topography or ground surface relief features?	_____	_____	_____
d. The destruction, covering or modification of any any unique geological or physical features?	_____	_____	_____
e. Any increase in wind or water erosion of soil, either on or off the site?	_____	_____	_____
f. Changes in desposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?	_____	_____	_____
g. Exposire of people or property to geological hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?	_____	_____	_____

		<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
2.	<u>Air</u> . Will the proposal result in:			
	a. Substantial air emissions or deterioration of ambient air quality?	_____	_____	_____
	b. The creation of objectionable odors?	_____	_____	_____
	c. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally?	_____	_____	_____
3.	<u>Water</u> . Will the proposal result in:			
	a. Changes in currents, or the course of direction of water movements, in either marine or fresh waters?	_____	_____	_____
	b. Changes in absorption rates, drainage patterns or the rate and amount of surface water runoff?	_____	_____	_____
	c. Alterations to the course of flow of flood waters?	_____	_____	_____
	d. Change in the amount of surface water in any water body?	_____	_____	_____
	e. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity?	_____	_____	_____
	f. Alteration of the direction or rate of flow of ground waters?	_____	_____	_____
	g. Change in the quantity of ground waters, either through direct addition or withdrawals, or through interception of an aquifer by cuts or excavations?	_____	_____	_____
	h. Substantial reduction in the amount of water otherwise available for public water supplies?	_____	_____	_____
	i. Exposure of people or property to water related hazards such as flooding or tidal waves?	_____	_____	_____
	j. Significant changes in the temperature, flow, or chemical content of surface thermal springs?	_____	_____	_____

	<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
4. <u>Plant Life</u> . Will the proposal result in:			
a. Change in the diversity of species, or number of any species of plant, (including trees, shrubs, grass, crops, microflora and aquatic plants?)	_____	_____	_____
b. Reduction of the numbers of any unique, rare or endangered species of plants?	_____	_____	_____
c. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	_____	_____	_____
d. Reduction in acreage of any agricultural crop?	_____	_____	_____
5. <u>Animal Life</u> . Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, lands animals including reptiles, fish and shellfish, benthic organisms, insects or microfauna)?	_____	_____	_____
b. Reduction of the numbers of any unique, rare or endangered species of animals?	_____	_____	_____
c. Introduction of new species of animals into an area, or result ina barrier to the migration or movement of animals?	_____	_____	_____
d. Deterioration to existing fish or wildlife habitat?	_____	_____	_____
6. <u>Noise</u> . Will the proposal result in:			
a. Increase in existing noise levels?	_____	_____	_____
b. Exposure of people to severe noise levels?	_____	_____	_____
7. <u>Light and Glare</u> . Will the proposal produce new light or glare?	_____	_____	_____
8. <u>Land Use</u> . Will the proposal result in a substantial alteration of the present or planned land use of the area?	_____	_____	_____

		<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
9.	<u>Natural Resources.</u> Will the proposal result in:			
	a. Increase in the rate of use of any natural resources?	_____	_____	_____
	b. Substantial depletion of any nonrenewable natural resource?	_____	_____	_____
10.	<u>Risk of Upset.</u> Will the proposal involve:			
	a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemical or radiation) in the event of an accident or upset conditions?	_____	_____	_____
	b. Possible interference with an emergency response plan or an emergency evacuation plan?	_____	_____	_____
11.	<u>Population.</u> Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?	_____	_____	_____
12.	<u>Housing.</u> Will the proposal affect existing housing, or create a demand for additional housing?	_____	_____	_____
13.	<u>Transportation/Circulation.</u> Will the proposal result in:			
	a. Generation of substantial additional vehicular movement?	_____	_____	_____
	b. Effects on existing parking facilities, or demand for new parking?	_____	_____	_____
	c. Substantial impact upon existing transportation systems?	_____	_____	_____
	d. Alterations to present patterns of circulation or movement of people and/or goods?	_____	_____	_____
	e. Alterations to waterborne, rail or air traffic?	_____	_____	_____
	f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?	_____	_____	_____

		<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
14.	<u>Public services.</u> Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
	a. Fire protection?	_____	_____	_____
	b. Police protection?	_____	_____	_____
	c. Schools?	_____	_____	_____
	d. Parks or other recreational facilities?	_____	_____	_____
	e. Maintenance of public facilities, including roads?	_____	_____	_____
	f. Other governmental services?	_____	_____	_____
15.	<u>Energy.</u> Will the proposal result in:			
	a. Use of substantial amounts of fuel or energy?	_____	_____	_____
	b. Substantial increase in demand upon existing sources of energy or require the development of new sources of energy?	_____	_____	_____
16.	<u>Utilities.</u> Will the proposal result in a need for new systems, or substantial alterations to the following utilities:			
	a. Power or natural gas?	_____	_____	_____
	b. Communications systems?	_____	_____	_____
	c. Water?	_____	_____	_____
	d. Sewer or septic tanks?	_____	_____	_____
	e. Storm water drainage?	_____	_____	_____
	f. Solid waste and disposal?	_____	_____	_____
17.	<u>Human Health.</u> Will the proposal result in:			
	a. Creation of any health hazard or potential health hazard (excluding mental health)?	_____	_____	_____
	b. Exposure of people to potential health hazards?	_____	_____	_____

	<u>YES</u>	<u>MAYBE</u>	<u>NO</u>
18. <u>Aesthetics</u> . Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?	_____	_____	_____
19. <u>Recreation</u> . Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?	_____	_____	_____
20. <u>Cultural Resources</u> .			
a. Will the proposal result in the alteration of or the destruction of prehistoric or historic archeological site?	_____	_____	_____
b. Will the proposal result in adverse physical or aesthetic effects to a prehistoric or historic building, structure or object?	_____	_____	_____
c. Does the proposal have a potential to cause a physical change which would affect unique ethnic cultural values?	_____	_____	_____
d. Will the proposal restrict existing religious or sacred uses within the potential impact area?	_____	_____	_____
21. <u>Mandatory Findings of Significance</u> .			
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major period of California history or prehistory?	_____	_____	_____
b. Does the project have the potential to achieve short-term impacts, to the disadvantage of long-term environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definite period of time, while long-term impacts will endure well into the future?)	_____	_____	_____

YES MAYBE NO

- c. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resources is relatively small, but where the effect of the total of those impacts on the environment is significant.)

- d. Does the project have environmental effects which will cause substantial adverse effects of human beings, either directly or indirectly?

III. DISCUSSION OF ENVIRONMENTAL EVALUATION

IV. DETERMINATION

On the basis of this initial evaluation:

- _____ I find the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- _____ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. **A NEGATIVE DECLARATION WILL BE PREPARED.**
- _____ I find the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

DATE _____

Signature

FOR _____

EXHIBIT D
WESTLANDS WATER DISTRICT
NOTICE OF DETERMINATION

TO: Secretary for Resources
1416 Ninth Street
Room 1311
Sacramento, CA 95814

FROM: Westlands Water District

or

_____ County Clerk
County of _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title

State Clearinghouse Number Contact Person Telephone Number
(If submitted to Clearinghouse)

Project Location

Project Description

This is to advise that on _____, 19 _____, the _____
(Lead Agency or Responsible Agency)

approved the above described project and made the following determinations regarding the above described project:

1. The project _____ will, _____ will not have a significant effect on the environment.

2. _____ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.

_____ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The EIR or Negative Declaration and record of project approval may be examined at: _____

3. Mitigation measures _____ were, _____ were not, made a condition of the approval of the project.
4. A statement of Overring Considerations _____ was, _____, was not, adopted for this project.
5. Findings pursuant to Section 15091 of the Guidelines _____ were, _____ were not, made.

Date Received for Filing _____

Signature

Title

EXHIBIT E
WESTLANDS WATER DISTRICT
NOTICE OF COMPLETION

Project Title _____

Project Location _____

Description of Nature, Purpose and Beneficiaries of Project _____

Lead Agency _____

Address Where Copy of EIR is Available _____

Review Period _____

Contact Person	Area Code	Phone	Extension
_____	_____	_____	_____

EXHIBIT F
WESTLANDS WATER DISTRICT
NOTICE OF PREPARATION

TO: _____ FROM: _____
(Responsible Agency) (Agency)

(Address) (Address)

SUBJECT: Notice of Preparation of a Draft Environmental Impact Report

WESTLANDS WATER DISTRICT will be the Lead Agency and will prepare an environmental impact report for the project identified below. We need to know the views of your agency as to the scope and content of the environmental information which is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency will need to use the EIR prepared by our agency when considering your permit or other approval for this project.

The project description, location, and the probable environmental effects are contained in the attached materials. A copy of the Initial Study (____) is (____) is not attached.

Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Please send your response to WESTLANDS WATER DISTRICT at the address shown above. We will need the name for a contact person in your agency.

PROJECT TITLE:

PROJECT APPLICANT, IF ANY:

Date: _____ **Signature:** _____

ARTICLE 18. REGULATIONS FOR THE PREVENTION OF BACKFLOW

18.1 PURPOSE

The purpose of these Regulations is to establish reasonable precautions for the protection of Westlands' agricultural and nonagricultural water users from a potential hazard of receiving or consuming water that may contain chemicals while continuing to allow (1) chemigation practices (the injection of necessary plant nutrients and agricultural chemicals into the farmer's on-farm irrigation facilities), tailwater reuse, and drainage recycling, (2) delivery of water to commercial facilities (such as manufacturers, food and fiber processing facilities, and other businesses), and (3) agricultural chemical tank filling operations.

Water pressure in the District's system is greater than the pressure in a water user's system when water is being delivered under normal operating conditions. However, water pressure in the District's pipeline may suddenly drop below the pressure in a water user's system in the event of a break in the District's pipeline or a power failure causing a shutdown of the District's pumps. This drop in pressure may reverse the pressure gradient, thereby making it possible for the water in the water user's system to be drawn or flow back into the District's pipeline.

If a water user is injecting chemicals into an on-farm pipeline system or mixing chemicals with water from the District's system or recycling tailwater or drainwater when the pressure in the District's system drops below the pressure in his on-farm system, the diluted chemicals in these waters may occur in connection with certain deliveries of nonagricultural (M&I) water.

To promote compliance and enable the water users and the District to deal with the logistics and costs in an orderly yet timely manner, a four-year implementation schedule should be established.

Therefore, a backflow prevention system within the District is necessary, and acting pursuant to Westlands Water District Resolution No. 911-88, on August 15, 1988, the Board of Directors has adopted the following Regulations.

18.2 PERMITS

- A. Chemigation. All agricultural water users either (1) conducting chemigation practices (the injection of necessary plant nutrients, agricultural chemicals, or any other materials into the farmers' on-farm irrigation facilities), or (2) reusing tailwater, or (3) recycling drainage water through facilities or equipment interconnected with the District's water distribution system shall obtain a Chemigation Permit from the District. Permit applications shall be made on forms to be provided by the District, include the delivery location, the type of activity (chemigation, tailwater reuse, or drainage water recycling) to be conducted at the site, and such other terms and conditions as the General Manager deems advisable and in the best interest of the District. Installation, operation, and maintenance of any equipment required by these Regulations shall comply with the permit. Such a permit shall have a term of five years unless (1) delivery of water to the site by the District is discontinued, or (2) the nature of the service category is changed, or (3) specified otherwise therein, or (4) it is revoked in accordance with these Regulations.

- B. Chemical Tank Filling¹. All agricultural water users and commercial agricultural chemical applicators conducting agricultural chemical tank filling or mixing with water supplied from the District's distribution system shall obtain a permit from the District for each site to be used for such activities. Permit applications shall be made on forms to be provided by the District, shall include the delivery location, and such other terms and conditions as the General Manager deems advisable and in the best interest of the District. Installation, operation, and maintenance of any equipment required by these Regulations shall comply with the permit. Such a permit shall have a term of five years unless (1) delivery of water to the site by the District is discontinued, or (2) the nature of the service category is changed, or (3) specified otherwise therein, or (4) it is revoked in accordance with these Regulations.
- C. Nonagricultural (M&I). All nonagricultural (M&I) water users within categories 3 through 11 of Section 18.3.A. shall obtain a permit from the District for each M&I delivery location. Permit applications shall be made on forms to be provided by the District, shall include the delivery location, the type of activity to be conducted at the site, and such other terms and conditions as the General Manager deems advisable and in the best interest of the District. Installation, operations, and maintenance of any equipment required shall have a term of five years unless (1)

¹All agricultural water users and commercial agricultural chemical applicators conducting agricultural chemical tank filling or mixing with water supplied from the District's distribution system are also required to do so only in compliance with Section 6610 of Title 3 of the California Administrative Code, as the same may now or hereafter be amended, regarding backflow prevention. Commercial (for hire) applicators are also required to comply with Section 6630, Title 3 of that Code, as the same may now or hereafter be amended, regarding conspicuous and legible marking of spray and mixing equipment. As of the effective date of these Regulations, Sections 6610 and 6630 provide as follows:

Section 6610. "Each service rig and piece of application equipment that handles pesticides and draws water from an outside source shall be equipped with an air gap separation, reduced pressure principle backflow prevention device, or double check valve assembly. Backflow protection must be acceptable to both the water purveyor and the local health department."

Section 6630. "Each person engaged for hire in the business of pest control shall keep each ground rig, service rig, and similar equipment used for mixing or applying pesticides conspicuously and legibly marked with either the business' name, or with "Licensed Pest Control Operator," "Fumigation Division," "Licensed Fumigator" or substantially similar wording, and the pest control operator license number of the person or firm. The markings shall be large enough to be readable at a distance of 25 feet."

delivery of water to the site by the District is discontinued, or (2) the nature of the service category is changed, or (3) unless specified otherwise therein, or (4) it is revoked in accordance with these Regulations.

18.3 EQUIPMENT REQUIREMENTS

A. General. Except as otherwise provided in Paragraph B. of this Section 18.3, the following table specifies the type of backflow prevention device or equipment required to be installed and maintained by the permittee in the specified conditions. All equipment installed pursuant to permits issued under these Regulations shall be (1) as specified and approved by the General Manager, (2) installed within 25 feet upstream of any other piped connections or injection point(s), whichever is closer to the District's delivery for which the permit is granted, (3) a permanent fixture at the location for which the permit is issued for a period of not less than one year, and (4) be installed by the water user.

B. Exceptions.

1. Low Pressure Deliveries

Upon his written finding that the circumstances warrant a variance from the standard equipment requirements set forth in the following table, the General Manager may issue chemigation permits for the installation of a device having a lower pressure loss than the device which would otherwise be required in those areas of the District categorized as low delivery pressure areas of the District's water distribution system. A low delivery pressure area is one in which the design flow rate delivery pressure is less than or equal to 3.0' above the ground surface. (Appendix A is a list of low pressure deliveries as of 1/1/88.)

2. Distance from District Delivery

Upon special application by the water user and a written finding by the General Manager that the circumstances warrant a variance from the standard distance requirements (25 feet) set forth herein, the General Manager may issue permits allowing a device to be installed at a distance greater than 25 feet providing: (a) that such distance shall at no time

exceed 75 feet from the District's delivery, (b) that both the water user and landowner(s) certify and attest that there are no piped connections of any size or type upstream of the proposed installation point, and (c) that the device is visible and readily accessible.

C. Specified Equipment.

<u>WATER SERVICE CATEGORY</u>	<u>PROTECTION DEVICE REQUIRED² TO BE INSTALLED BY THE WATER USER</u>
1. Agricultural deliveries discharging into on-farm pipelines injecting agricultural chemicals, reusing tailwater, or recycling drainage water.	A. Air Gap Separation, or B. Double Chemigation Valve Assembly. ³
2. User owned piped facilities capable of being used for tank filling for the purpose of mixing or applying chemicals.	A. Air Gap Separation, or B. Double Chemigation Valve Assembly. ⁴
3. Motels, restaurants, apartments, public and private meeting places, schools, hospitals, medical buildings, nursing and convalescent homes, clinics and offices.	A. Air Gap Separation, or B. Approved Double Check Valve Assembly.

² If a single delivery provides more than one category of service from a single outlet, the protection device required shall be that as required for the higher hazard use. Required backflow prevention devices for service categories 3-11 were obtained from the State of California, Health and Welfare Agency, Department of Health Services' Manual of Cross Connection Control Procedures and Practices. An "approved" device for these categories shall be one which has been tested, approved and listed by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research. Requirements for all service categories are subject to review and revision.

³ The term "chemigation valve" shall mean a specifically equipped flanged check valve that permits no leakage in a direction reverse to the normal flow. The closure element (e.g., clapper, disc, poppet, or other design) shall be internally weighted or loaded to promote rapid and positive closure. The valve shall be additionally equipped with: (1) A nominal 2" diameter combination air vent/vacuum relief valve and minimum 4" diameter inspection port located on the top of the valve upstream of the closure element, (2) a minimum 3/4" orifice size automatic low pressure drain located on the bottom of the valve upstream of the closure element, and (3) 1 nominal 3/4" diameter female thread test port located on the side of the valve downstream of the closure element. The approval of the chemigation valve by the District will be based on a favorable laboratory evaluation report by an approved independent testing laboratory. A double chemigation valve assembly means two chemigation valves in series, the second (downstream) valve need not be equipped with the 2" vacuum relief valve. A small number of selected sites having low delivery pressures may be eligible for installation of a single chemigation valve.

⁴ Chemical tank filling at delivery sites identified as low pressure deliveries pursuant to Appendix A, shall be done only through the use of an Air Gap Separation—direct hose connections are not allowed.

- | | |
|--|--|
| 4. Public or private parks, playgrounds, cemeteries and golf courses. | A. Air Gap Separation, or
B. Approved Double Check Valve Assembly. |
| 5. Canneries, packing houses, gins, reduction plants, food processors, cold storage facilities, vehicle washing facilities, feed lots, feed processors and animal containment facilities. | A. Approved Air Gap Separation, or
B. Reduced Pressure Principle Backflow Preventer. |
| 6. Chemical plants – supplying, manufacturing, processing, compounding or treating. | A. Air Gap Separation. |
| 7. Metal manufacturing, cleaning, processing or fabrication plants or shops. | A. Air Gap Separation, or
B. Approved Reduced Pressure Principle Backflow Preventer. |
| 8. Oil or gas production, storage or transmission properties or facilities. | A. Air Gap Separation, or
B. Approved Reduced Pressure Principle Backflow Preventer. |
| 9. Sewage treatment and storm drain facilities. | A. Air Gap Separation, or
B. Reduced Pressure Principle Backflow Preventer. |
| 10. Vehicle maintenance or repair facilities. | A. Air Gap Separation, or
B. Reduced Pressure Principle Backflow Preventer. |
| 11. Any facility, structure or operation not covered above or a private water system upon a finding by the General Manager that a protection device of the type he specifies is necessary to provide the protection required by these Regulations. | A. Air Gap Separation, or
B. Reduced Pressure Principle Backflow Preventer or Approved Double Check Value Assembly. |

18.4 IMPLEMENTATION AND INSTALLATION SCHEDULE

- A. The backflow prevention devices shall be installed as follows:
1. Year one (commencing with the adoption of these Regulations and ending February 28, 1989): (a) distribution facilities that provide M&I service to population concentrations such as the City of Huron, N.A.S. Lemoore,

Cantua Creek, etc., as determined by the General Manager, and (b) all M&I deliveries designated by these Regulations as requiring equipment, and (c) all chemical tank filling sites shall be installed within year one.

2. Years two through four (coinciding with the District's fiscal and water years of March 1 to February 28): Agricultural water delivery sites: Sites selected by the lottery for which the water user does not choose to conduct activities requiring the installation of a device or which are already protected by an air gap will be omitted from the implementation schedule. Otherwise, the required equipment shall be installed within the year designated for the particular delivery or earlier if the water user so elects.
 3. The installation deadlines shall be as follows:
 - (a) Year one: February 28, 1989.
 - (b) Years two through four: Prior to conducting activities (covered by these Regulations).
 - (c) New water delivery facilities: The devices for new water deliveries, that is, those for which an application is filed with the District after October 1, 1988, shall be installed prior to conducting any activity covered by these Regulations. As to any such deliveries, these Regulations shall be applicable on the date of their adoption.
- B. Commencing in year one, as defined under Section 18.4.A.1. above, and each of the three subsequent years during the implementation period, any water user or his designee who desires to conduct chemigation practices (the injection of necessary plant nutrients and agricultural chemicals into the farmer's on-farm irrigation facilities), or reuse tailwater or recycle drainwater, or fill his chemical tank, or conduct any of the M&I water service activities listed in Section 18.3.C. shall obtain a permit and install the equipment required by these Regulations prior to any such activity.
- C. Applications for the permits required by these Regulations shall be filed with the District office at 3130 N. Fresno Street, Fresno, California (P.O. Box 6056, Fresno, California 93703) at least 60 days prior to (1) the scheduled installation date, or (2)

the chemigation or reuse of tailwater or drainwater recycling, whichever comes first, so that the permit can be issued by the District and the equipment can be timely acquired and installed by the water user.

18.5 DEVICES PROVIDED BY DISTRICT

Chemigation valves, approved double check valves, and reduced pressure principal backflow preventers required by these Regulations shall be made available by the District at the District's cost, which cost shall be billed to the installing water user pursuant to Westlands Water District Resolution No. 911-88. Title to such devices shall remain in the District.

18.6 INSTALLATION, MAINTENANCE AND REPAIR

Installation, maintenance and repair of devices or facilities required under these Regulations shall be at the sole expense of the permittee (water users).

18.7 INSPECTIONS AND TESTING

- A. The District will inspect all new equipment installations for compliance with these Regulations.
- B. All equipment installed pursuant to these Regulations shall be inspected and tested at least annually pursuant to a schedule established by the General Manager.
- C. All permittees shall assist and cooperate with District testing and inspection personnel to the extent reasonably necessary.

18.8 ENFORCEMENT

- A. Lack of Equipment or Permit.
 - 1. Water deliveries to sites and for activities subject to requirements established by these Regulations, including the applicable subject installation deadlines, that is, the water service categories listed in Section 18.3.C. above, but for which there is no permit on file and no equipment

installed pursuant to these Regulations, shall be terminated upon 15 days' written notice, except that the termination for (1) prohibited tank filling activities or (2) a water user's second failure to obtain a required permit and install the required equipment, shall be effective immediately. When the water user obtains the required permit, water service will be restored, but the activities covered by these Regulations shall continue to be prohibited until installation of the equipment required under these Regulations.

2. Water deliveries to sites and for activities covered by these Regulations and for which the required equipment has been installed without the required permit shall be terminated upon 60 days' written notice.
3. In addition to the termination of water service as provided in paragraphs 1 and 2 above, chemical tank filling which does not comply with these Regulations shall be reported to the appropriate regulatory agency.

B. Improper Equipment.

Upon a finding by the District that improper equipment has been installed or the equipment has been deficiently installed, the water user shall be given 30 days' written notice to install the proper equipment or otherwise correct the deficiency. If the water user fails to correct the deficiency within the 30-day period, water service to the delivery site shall be terminated.

C. Equipment Test Failure.

1. Upon a finding by the District that equipment required by these Regulations has been bypassed, altered, or otherwise made nonfunctional, the provision of Section 18.8.A.1. (Lack of Equipment or Permit) shall be applicable and water service shall be terminated upon five days' written notice (immediately in the case of chemical tank filling) until proper functioning is restored and the equipment is retested and recertified.
2. Where equipment is found to be operational but otherwise fails its periodic test by the District, the water user will be given 30 days' written notice

(immediately in the case of chemical tank filling through a double chemigation valve) to have required repairs made and the device retested and recertified.

18.9 MISCELLANEOUS

- A. The General Manager is hereby authorized and directed to do any and all things necessary to implement and effectuate these Regulations.
- B. All District Rules and Regulations pertaining to the delivery of, use of, and payment for water shall remain in full force and effect, except as otherwise provided herein.
- C. An appeal from any decision or determination made pursuant to these Regulations may be made to the Board of Directors. Any such appeal shall be in writing and shall be filed with the Secretary of the District within 15 days after the decision or determination. In the absence of such an appeal, the decision or determination shall be final. In the event of an appeal, the decision of the Board shall be final.
- D. The General Manager shall provide a general summary of the provisions of these Regulations to all landowners and water users within the District.

WESTLANDS WATER DISTRICT
BACKFLOW PREVENTION PROGRAM
LOW PRESSURE DELIVERIES

<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>
1R-2.0-3.0RT	12"	17R-1.7RT	14"	27R-3.75LT (F-1)	12"
1R-2.0-3.5AH	8"	17R-3.7RT	14"	28R-3.6LT (F-1)	12"
1R-4.0-4.0RT	12"	19R-3.4RT(F-1)	12"	28R-1.0W-3.5LT	12"
1R-4.0-1.0-1.5RT	12"	20R-3.5	14"	29R-0.1-2.1AH	12"
1R-4.0-1.0-1.0-2.0RT	12"	20R-3.7AH	14"	29R-2.3-0.4AH	12"
2R-2.5LT	16"	21R-4.4RT	12"	30R-1.0-0.5-0.5	12"
2R-6.8LT	8"	21R-4.9LT	12"	PV8-1.8-0.7LT	14"
2R-2.0-1.0AH	14"	21R-6.4AH	12"	PV8-1.8-0.8AH	12"
2R-6.0W-0.5AH	14"	21R-3.4-0.5AH	14"	1.3RT	8"
2R-6.3-0.2AH	8"	21R-5.4-0.5AH	12"	1-1.0-0.01	10"
3R-4.0LT	14"	22R-5.1	12"	1-1.0-0.5AH	14"
3R-4.5AH	16"	22R-5.6AH	12"	1-1.5-0.1	12"
3R-3.0W-0.5AH	12"	22R-3.6-0.5AH	14"	1-1.5-0.5AH	14"
4R-4.5AH	14"	23R-3.0RT	14"	2-0.5RT	14"
11R-4.0	12"	23R-1.0-0.5AH	12"	2-1.0RT	16"
11R-3.5W-0.2AH	12"	23R-1.4-1.7AH	14"	2-1.5RT	14"
12R-4.1RT	12"	24R-3.4AH	12"	2-0.5-0.5LT	14"
12R-4.8AH	14"	24R-2.4S-0.5AH	12"	2-0.5-0.55RT	10"
13R-6.0RT	14"	24R-2.4N-0.5AH	12"	2-0.5-1.0RT	14"
14R-2.8RT	14"	24R-2.9-0.5AH	12"	2-0.5-2.0RT	14"
14R-7.1(F-1)	12"	25R-2.4LT	14"	2-0.5-1.5-0.01	12"
14R-5.8-0.3AH	12"	25R-3.4AH	16"	3-0.7-0.01RT	14"
15R-5.11AH	14"	26R-3.5LT	12"	3-0.7-0.5RT	12"

<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>
3-0.7-1.0RT	14"	6-1.0S-0.5AH	14"	13-0.7RT	14"
3-1.2-0.01	14"	6-1.5S-1.0AH	14"	13-1.2-0.5AH	12"
3-1.2-0.5AH	14"	7-0.5N-0.01	12"	14-0.5RT	12"
3-1.7-0.01RT	14"	7-0.5N-0.5AH	12"	14-0.5-1.0LT	8"
3-1.7-0.5RT	16"	8-1.0S-0.5AH	12"	14-0.5-1.2RT	14"
4-0.5LT	12"	8-0.5N-1.0AH	12"	14-1.0-0.5AH	12"
4-1.0LT	12"	8-1.0N-0.5AH	12"	15-0.5-LT	16"
4-1.75LT	12"	8-1.0S-1.0AH	12"	15-1.0LT	14"
4-2.0RT	16"	9-0.2RT	14"	16-1.0LT	16"
4-0.5-0.5RT	16"	10-1.3LT	12"	16-1.0RT(F-1)	14"
4-0.5-0.7S	12"	10-1.3-0.25	12"	17-1.0RT(F-2)	14"
4-0.5-1.0-0.5AH	14"	10-1.3-0.5	12"	17-1.0LT	14"
4-1.5-0.02	14"	11N-0.5-0.01	10"	17-1.5LT	14"
4-1.5-0.25	10"	11N-0.5-0.5AH	12"	17-1.5RT(F-2)	14"
4-1.5-0.5AH	14"	11E-0.5LT	12"	18-0.5LT	16"
5-0.1LT	12"	11E-1.25RT	10"	18-1.0LT	14"
5-0.9RT	14"	11E-1.0-0.01	12"	18-1.0RT	14"
5-1.25LT	12"	11E-1.0-0.5AH	12"	19-0.5LT	14"
5-1.75LT	12"	12-0.5-0.01	12"	20-0.8LT	14"
5-2.0LT	12"	12-1.0-0.01	12"	21-0.3LT	14"
5-2.25RT	12"	12-1.0-0.5AH	12"	24-0.9-0.01	12"
5-1.5-0.01	14"	12-1.5-0.01	10"	24-0.9-0.5AH	12"
5-1.5-0.5AH	16"	12-1.5-0.25	8"	26-1.2RT	12"
6-0.5LT	14"	12-1.5-0.5AH	12"	26-1.7LT	12"
6-0.75LT	12"	12E-1.5LT	12"	26-2.7LT	14"
6-1.0N	16"	12E-2.0AH	12"	26-3.2LT	14"

<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>	<u>Delivery Number</u>	<u>Size</u>
26-3.7LT	14"	30-0.75LT	10"	33-2.0N-1.0LT	12"
26-1.7-0.5LT	16"	30-1.0LT	12"	33-2.0N-0.75-0.25AH	10"
26-1.7-2.0LT	14"	30-1.8LT	14"	34-2.0(F-1)	14"
26-1.7-2.5RT	14"	30-2.3RT	12"	34-1.5-0.01	12"
26-1.7-1.0-0.01	12"	30-2.8RT	12"	34-1.5-0.5AH	12"
26-1.7-1.0-0.5AH	12"	30-1.3-0.01RT	12"	35-1.0RT	12"
26-1.7-1.5-0.01	12"	30-1.3-0.5RT	12"	35-1.75LT	8"
26-1.7-1.5-0.5AH	12"	30-1.3-1.0LT	14"	35-2.0-RT	14"
27-1.5RT	16"	30-1.3-2.0-0.1AH	12"	35-1.5-0.3AH	8"
27-2.0RT	14"	30-1.3-2.5-0.1AH	12"	36-1.5LT	12"
28-2.0LT	12"	31-1.0LT(F-1)	12"	36-1.5-0.5AH	14"
28-2.0-0.5LT	12"	31-2.0LT	12"	38-0.2-0.1RT	12"
28-2.0-1.0LT	14"	31-2.0RT	12"		
28-2.0-2.0RT	14"	31-1.5-0.01LT	14"		
28-2.0-2.5RT	14"	31-1.5-0.5RT	14"		
28-2.0-2.0-0.5AH	14"	31-1.5-1.0LT	14"		
29-1.5RT	12"	31-1.5-1.5LT	14"		
29-2.5LT	14"	31-1.5-2.0LT	14"		
29-3.0RT	12"	32-1.5RT	12"		
29-3.5RT	12"	32-1.5-0.01	12"		
29-1.0-1.0LT	14"	32-1.5-0.5AH	14"		
29-1.0-1.5LT	14"	32-2.0-0.5RT	14"		
29-1.0-2.0RT	12"	32-2.0-1.0LT	12"		
29-1.0-2.5RT	14"	32-2.0-1.5RT	12"		
29-2.0-0.01	12"	32-2.0-1.5LT	12"		
29-2.0-0.5AH	12"	33-2.0S-0.5AH	12"		

**ARTICLE 19. REGULATIONS REGARDING THE APPLICATION FOR
AND USE OF MUNICIPAL AND INDUSTRIAL WATER WITHIN
WESTLANDS WATER DISTRICT**

19.1 PURPOSE

Westlands Water District has a long-term contractual entitlement to receive from the United States an annual supply of 1,150,000 acre-feet (AF) of Central Valley Project (CVP) water. The contracts between Westlands Water District and the United States allow the District to make CVP water available for municipal, industrial and domestic uses. The District may also acquire additional water supplies for these purposes. This Article establishes the rules and procedures for making application for and the use of municipal and industrial (M&I) water.

19.2 GLOSSARY OF TERMS AND DEFINITIONS

Unless specified below, the terms and definitions contained in Article 2 of these Regulations shall apply.

- A. "Ag Related M&I Use" – the use of water exclusively for purposes of commerce, trade or industry associated with the production of agricultural crops or livestock, or their related by-products, including human uses, other than housing, that are incidental to the Ag Related M&I Use.
- B. "Historic Use" – the greatest annual quantity of CVP water delivered for M&I Use to an M&I Water User at a point of delivery during the five-year period immediately preceding June 30, 2001.
- C. "M&I Use" – the use of water for drinking, cooking, bathing, showering, dish washing, and maintaining oral hygiene or purposes of commerce, trade or industry.
- D. "M&I Water Application" - an agreement in a form approved by the General Manager or his designee between the District and an M&I Water User, which describes the point of delivery for such water and the estimated quantity of water that will be made available by the District for M&I Use.

- E. "M&I Water User" - individual or entity who has executed and submitted to the District an M&I Water Application or to whom the District makes water available for M&I Use.

19.3 M&I WATER AVAILABILITY

- A. The General Manager shall set aside from the District's CVP water supply or other sources he deems appropriate water for M&I Use.
- B. The General Manager or his designee shall assist any M&I Water User in identifying a source of water that can be made available to the District for M&I Use; provided, that this provision shall not impose on the District or its employees an obligation to incur any expense or other obligation on behalf of such M&I Water User.

19.4 APPLICATION FOR WATER

- A. Except for M&I Use initiated before July 1, 2001, to receive water for M&I Use, a proposed M&I Water User must file at the District's Fresno office an M&I Water Application. Upon approval by the District, the M&I Water Application shall constitute a valid agreement for M&I Use until the M&I Water User notifies the District in writing that such M&I Use will be terminated. Every M&I Water Application shall identify the point of delivery and the intended use of the M&I Water.
- B. An M&I Water Application for use in excess of 5 acre-feet, or 5 acre-feet per 160 acres when such application is for a solar development covering such acreage, per year shall identify a source of water that will, at the applicant's expense, be made available to the District for the proposed M&I Use.
- C. Notwithstanding Section 19.4 B. of this Article, a M&I Water User may annually transfer into the M&I Water User's account a quantity of water, from any source available to the M&I Water User, sufficient to satisfy any Ag Related M&I Use for the water year; provided, the M&I Water User shall acknowledge in writing that the District has no obligation to make available to the M&I Water User, in any

year, a quantity of water in excess of the quantity transferred into the M&I Water User's account.

- D. A supplemental M&I Water Application shall be filed by any M&I Water User before the quantity of water for M&I Use made available to such M&I Water User is increased (i) above Historic Use, for M&I Water Users receiving M&I water before July 1, 2001, or (ii) above the quantity stated in the initial M&I Water Application, for M&I Use initiated after June 30, 2001.

19.5 USE OF WATER

- A. The unauthorized use or taking of water for M&I Use, or the waste or unreasonable use of water, are prohibited. Water made available for M&I Use may only be used at the point of delivery and for the purpose(s) identified in the M&I Water Application. Except as provided in Section 19.5 B. of this Article, the transfer of M&I water is prohibited.
- B. M&I water identified pursuant to Section 19.4 B. of this Article or water transferred by the M&I Water User pursuant to Section 19.4 C. of this Article may be transferred within the District's boundaries. Nothing contained in this Article shall prevent an M&I Water User from changing the place of use of its M&I water within the District's boundaries.
- C. All M&I Water Users shall implement conservation measures adopted by the Water Policy Committee of the Board of Directors or its successor.
- D. All M&I Water Users shall cooperate in the District's efforts to comply with the terms of the Compliance Agreement between the California Department of Health Services and Westlands Water District, dated June 1, 2001.
- E. Every point of delivery for M&I Water shall be equipped with a backflow prevention device of a design approved by the General Manager.
- F. The General Manager is authorized, after written notice to the M&I Water User, to discontinue water service to any M&I Water User who violates this Article or the Terms and Conditions for Municipal and Industrial Water Service.
- G. In the event the District's water supply is insufficient to meet all demands for water, including demands for irrigation, the General Manager is authorized to

reduce the quantity of water made available for M&I Use or to impose such temporary conservation actions or other measures, as he deems necessary to protect the public health and safety.

19.6 COMPLIANCE WITH TERMS AND CONDITIONS

Each M&I Water User shall comply with the Terms and Conditions for Municipal and Industrial Water Service, as amended by the Board from time to time. Failure to comply with the Terms and Conditions for Municipal and Industrial Water Service may be grounds for termination of M&I Water Use service, and no water shall be furnished to an M&I Water User who fails to make required payments pursuant to the Terms and Conditions for Municipal and Industrial Water Service, as amended by the Board, from time to time.

19.7 MISCELLANEOUS

- A. The General Manager may do all things necessary to implement and effectuate these Regulations.
- B. An appeal from any decision made pursuant to these Regulations shall be made to the Finance and Administration Committee of the Board of Directors. Such appeal shall be in writing and shall be filed with the District Secretary within 15 working days after notice of the decision. The decision of the Finance and Administration Committee may be appealed to the Board of Directors. Such appeal shall be in writing and shall be filed with the District Secretary within 15 working days after notice of the decision. The decision of the Board shall be final.
- C. The General Manager shall provide notice of any changes or revision to these Regulations to all District landowners and M&I Water Users.

WESTLANDS WATER DISTRICT

OFFICE--3130 N. FRESNO STREET/MAILING--P. O. BOX 6056, FRESNO, CA 93703
TELEPHONE: WATER DEPT. (559) 241-6250/OTHER (559) 224-1523/FAX (559) 241-6276

TERMS AND CONDITIONS FOR MUNICIPAL AND INDUSTRIAL WATER SERVICE

1. The furnishing of water to and its use by the water user shall be subject to all regulations of the Board of Directors of the District as the same may exist now or hereafter be amended or adopted. In the event of a conflict between the terms and conditions set forth herein and the regulations, the latter shall be controlling.

2. All water delivered shall be pursuant to a request by the water user for the delivery of a stated amount to a specific location. The request shall be made within the time and in the manner prescribed by the General Manager.

3. Water will be furnished by the District subject to the terms and conditions under which the water is made available to the District and if, in the exclusive judgment of the District, the water and facilities for its delivery are available; provided, that the District will use its best efforts, to the extent that it has water and capacity available and taking into account the requirements of other water users to receive water from its facilities, to provide such water in the manner and at the times requested. The District may temporarily discontinue water service or reduce the amount of water to be furnished for the purpose of such investigation, inspection, maintenance, repair, or replacement as may be reasonably necessary of any of the District's facilities. Insofar as feasible, the District will give the water user notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which event no notice need be given. No liability shall accrue against the District or any of its officers, directors, or employees for damage, direct or indirect, because of the failure to provide water as a result of system malfunctions, interruptions in service necessary to properly operate and maintain the water distribution system, or other causes which are beyond the District's reasonable control.

4. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, all damage or claims for damage, which may arise from his furnishing or use of the water after it leaves the District facilities.

5. The water furnished by the District is not potable (suitable for drinking, cooking, bathing, or other domestic use) and the District does not warrant the quality or potability of water so furnished. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, damage or claims for damage arising out the non-potability of water furnished by the District. Untreated water must never be used for any type of human consumptive needs. A water user defined and operating as a Public Water Supply (PWS) shall be responsible for any water treatment, including but not limited to filtration and chlorination achieved through central treatment or point-of-entry (POE) treatment devices approved by the California Department of Health Services (DHS), in order to provide water safe for human consumption as required by Federal, State or local law or regulation.

According to DHS, the use of POE treatment systems by individual customers of a constructed conveyance system may not provide a continuous safe, potable supply of water due to inadequate operation and maintenance of these systems by the owners, unless they are a regulated PWS. Individual use of POE devices ("Water Treatment Exclusion") may only be used if they are approved by DHS and are regularly maintained by a State-licensed operator or service provider.

Facilities in place prior to July 2001, may continue to use bottled water for drinking and cooking ("Alternative Water Exclusion"). After July 2001, the District cannot furnish new municipal and industrial water service if bottled water use is the basis for the potable water supply unless approved by DHS. Bottled water may only be obtained from a State-licensed provider.

DHS mandates the District conduct periodic surveys of water use as required by the Safe Drinking Water Act and to collect records for Alternative Water and Treatment Exclusions. Records for exclusions include invoices or statements of bottled water delivery from a licensed provider or maintenance and service records for a POE system from a licensed operator. Water users who fail to complete a survey or provide records showing an approved exclusion requested by the District shall have water service discontinued if no response is received after a reasonable attempt has been made to obtain the information.

6. All water will be measured by the District with meters installed by it and such measurements shall be final and conclusive.

7. Charges for water, hereinafter referred to as "water charges", shall be established by the Board of Directors. The water charges shall include District operation and maintenance costs and any other costs determined by the Board to be payable as part of the water charges. Water charges shall be adjusted retroactively to the extent required and authorized by federal or state law or regulations or District regulations. The General Manager may adjust the water charges as necessary and legally authorized to account for increases or decreases in the estimates used to establish the water charges.

8. As a condition of the District continuing to furnish water, the water user shall make payment for the amount billed after the District's billing and by the 25th of the month in which the bill is mailed; provided, that the due date will be not less than 15 calendar days after the billing date. Charges not paid by the due date shall be delinquent; provided, that payments postmarked on or before the due date shall be deemed to have been received by that date. The payment of water charges or related penalties or interest shall be made at the District's Fresno office. When any deadline established herein falls on a Saturday, Sunday, or holiday, it shall be extended to the next working day.

9. All claims for overcharges or errors must be made in writing and filed with the District at its Fresno Office within 10 working days after the date the bill is received by the water user. In the event the water user files a timely written protest, the District's Finance & Administration Committee shall consider the protest at its next regular meeting and notify the water user in writing of its decision. The Committee's decision shall be final, unless a written appeal to the Board of Directors is filed with the Secretary of the District within 15 working days after notice of the decision. In the event of an appeal, the decision of the Board shall be final. The filing of a protest or an appeal does not nullify the payment requirement or the District's right to discontinue water service as provided in these terms and conditions. However, in the event the protest or appeal is sustained, the District will refund the amount of the overcharge and penalty, if any.

10. On the first day following the due date, a penalty of 10 percent of the water charges which became delinquent on the preceding day shall be added to the water charges and penalties and interest, if any, due and owing to the District, the total of which are hereinafter referred to as "unpaid charges." Prior unpaid charges shall accrue interest at a monthly rate of 1½ percent. The interest shall not, however, accrue after the unpaid charges have been added to, and become a part of, the annual assessment levied on the land by the District. All payments and credits shall be applied to the earliest unpaid charges.

11. At the time of filing the District's assessment book with the District Tax Collector, unpaid charges may be added to and become a part of the assessment levied by the District on the land which received the water or for which other water charges were incurred. The District shall notify the landowner of the expected amount prior to its addition to the annual assessment. The amount so added shall be a lien on the land and impart notice thereof to all persons. If the assessment becomes delinquent, penalties and interest will be added as provided by law.

12. To supplement the procedure described in paragraph 11, the District may elect to file and record a Certificate of Unpaid Water Charges as provided in California Water Code Section 36729. This Certificate creates a lien in the amount of unpaid charges on any land owned by the delinquent water user, or acquired by the water user before the lien's expiration, within the recording County.

13. Except as provided in paragraph 15, municipal and industrial water service shall not be provided to any parcel of land for which the unpaid charges for such service are a lien on the land or for which the assessment is delinquent.

14. Except as provided in paragraph 15, municipal and industrial water service shall not be provided to any person who owes the District unpaid charges notwithstanding the fact that the unpaid charges have been added to the assessment(s) on the parcel(s) for which they were incurred.

15. Where the District furnishes residential water service to persons other than the water user to whom the service is billed, the District shall make a reasonable, good faith effort to inform the actual users of the services when the account is delinquent. This shall be done by a notice that service will be terminated in 10 days. The notice shall inform the actual users that they have the right to become customers of the District without being required to pay the amount due on the delinquent account.

The District is not required to make service available to the actual users unless each actual user agrees to the terms and conditions of service. However, if one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those actual users who have not met the requirements of the District's terms and conditions, the District shall make service available to the actual users who have met those requirements. In making service available to an actual user, the District may require that a deposit be paid to the District prior to establishing an account and furnishing service. If a deposit is required, it shall be based solely upon the creditworthiness of the actual user as determined by the District.

The District will give notice of the delinquency and impending termination of residential water service, at least 10 days prior to the proposed termination, by means of a notice mailed postage prepaid or by personal delivery to the water user to whom the service is billed not earlier than 19 days from the date of mailing the District's bill for services, and the 10-day period shall not commence until 5 days after the mailing of the notice. When the day established for the discontinuance of water service falls on a Saturday, Sunday, or District holiday, such water service shall be discontinued on the next working day.

The District will make a reasonable, good faith effort to contact an adult person residing at the premises of the water user by telephone or in person at least 48 hours prior to any termination of residential water service.

The District will comply with all other applicable provisions of California Government Code Sections 60370-60375.5 regarding termination of residential water service.

16. Except as provided in paragraph 15, in the event water service hereunder is discontinued as a result of nonpayment of water charges, all unpaid charges for such service which are due the District from the person in default must be paid before water service can be restored.

17. If a water user's delinquent charges are unpaid for 30 days or more, or if a water user's delinquent charges are added to the annual assessments on any lands within the District, or the procedure in paragraph 12 is implemented, the General Manager shall require, as a condition of resumption of water service, that advance payment of all water charges be made for the 12-month period immediately following resumption of service, according to a schedule to be determined by the General Manager. A written guarantee in a form satisfactory to the General Manager from a recognized financial lending institution may be substituted in lieu of advance payment.

18. The General Manager, after consultation with and approval by the Finance & Administration Committee, may also require advance payment and/or payment by cashier's check or such other actions as he may deem necessary when a water user's account is determined, based on the payment history or other actions of the water user, to create a financial risk or hardship for the District or its landowners. Circumstances which constitute the basis for such a determination include but are not limited to the

following: (1) instances of a water user's checks being returned unpaid or (2) instances where a water user whose account is delinquent has, in violation of District regulations, taken water from a District delivery.

19. By applying for or taking delivery of municipal and industrial water from the District, the water user agrees to these terms and conditions of service.

20. The District may modify or terminate these terms and conditions; provided, that such modifications or terminations are prospective only and notice thereof is given prior to the effective date by mail to the water user.