



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, DECEMBER 11, 2023, AT 4:30 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF BOARD OF DIRECTORS

President Hernandez____ Vice President Rojas____ Director Argudo____
Director Barajas____ Director Escalera____

4. PUBLIC COMMENT

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

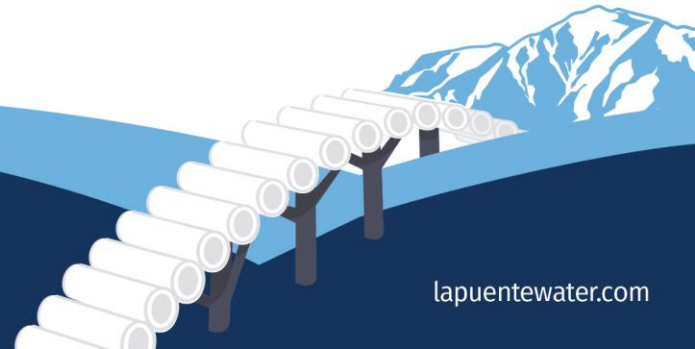
5. ADOPTION OF AGENDA

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

6. APPROVAL OF CONSENT CALENDAR

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on November 13, 2023.
- B. Approval of District's Expenses for the Month of November 2023.
- C. Approval of City of Industry Waterworks System Expenses for the Month of November 2023.



- D. Receive and File the District's Water Sales Report for November 2023.
- E. Receive and File the City of Industry Waterworks System's Water Sales Report for November 2023.
- F. Receive and File the CIWS Quarterly Report for the 1st Quarter of 2023-24 FY.

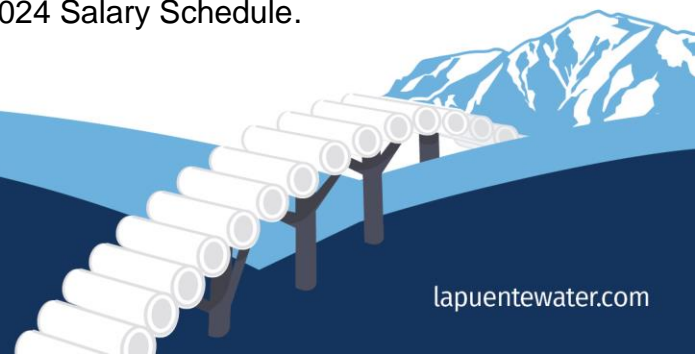
7. FINANCIAL REPORTS

- A. Summary of the District's Cash and Investments as of October 31, 2023.
Recommendation: Receive and File.
- B. Statement of District's Revenue and Expenses as of October 31, 2023.
Recommendation: Receive and File.
- C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of October 31, 2023.
Recommendation: Receive and File.

8. WORKSHOP ON THE 2024 DISTRICT BUDGET

9. ACTION / DISCUSSION ITEMS

- A. Consideration to Cancel the December 25, 2023, Regular Board of Directors Meeting.
Recommendation: Board Discretion
- B. Consideration of Proposal from Carbon Activated for the Replacement of Vapor Phase Carbon at the District's BPOU Groundwater Treatment Plant
Recommendation: Ratify Authorization of the General Manager to Proceed with the Work as Specified in the Proposal from Carbon Activated, Inc.
- C. Consideration of Annual Cost of Living Adjustment for District Employees for an Effective Date of January 1, 2024.
Recommendation: Board Discretion.
- D. Review and Approval of the Proposed District Budget for Period Ending December 31, 2024.
Recommendation: Approve the Proposed District Budget for Period Ending December 31, 2024.
- E. Approval of the Proposed 2024 Salary Schedule for an Effective Date of January 1, 2024.
Recommendation: Approve the Proposed 2024 Salary Schedule.



F. Consideration of Resolution No. 299, Approving a 9/80 Alternative Workweek.

Recommendation: Adopt Resolution No. 299

G. Consideration of Resolution No. 300, Revising the District's Employee Policies and Procedures Manual.

Recommendation: Adopt Resolution No. 300

H. Consideration of Revising and Approving a new Job Description for the Water Treatment & Supply Superintendent Position.

Recommendation: Approve New Job Description

I. Consideration of the Sixth Tolling Agreement with the BKK Working Group Regarding Potential Environmental Claims related to the BKK Corporation Landfill Facility.

Recommendation: Approve the Sixth Tolling Agreement with BKK Working Group.

10. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

Recommendation: Receive and File

11. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT

Recommendation: Receive and File

12. ADMINISTRATIVE REPORT

13. GENERAL MANAGER'S REPORT

14. OTHER ITEMS

A. Upcoming Events.

B. Information Items.

15. ATTORNEY'S COMMENTS

16. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

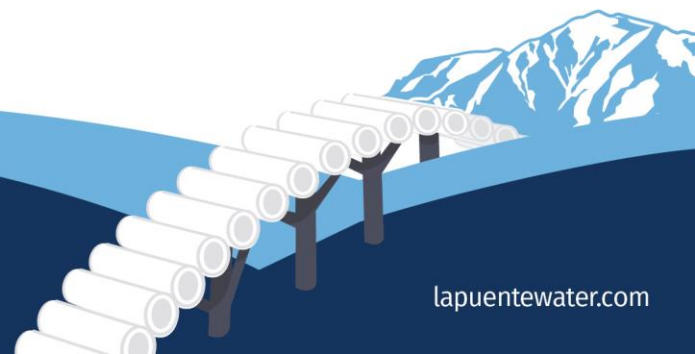
POSITION: GENERAL MANAGER

17. CLOSED SESSION REPORT

18. BOARD MEMBER COMMENTS

A. Report on Events Attended.

B. Other Comments.



19. FUTURE AGENDA ITEMS

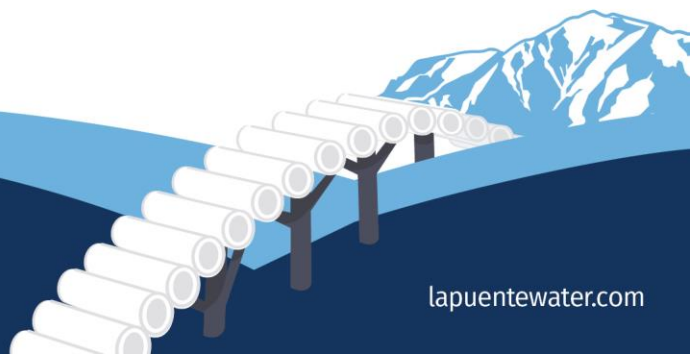
20. ADJOURNMENT

POSTED: Friday, December 8, 2023

President Henry P. Hernandez, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Roy Frausto, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

Note: Agenda materials are available for public inspection at the District office or visit the District's website at www.lapuentewater.com.





Item 6
Consent Calendar



MINUTES

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, NOVEMBER 13, 2023, AT 4:30 PM**

1. CALL TO ORDER

President Hernandez called the meeting to order at 4:30 pm.

2. PLEDGE OF ALLEGIANCE

President Hernandez led the Pledge of Allegiance

3. ROLL CALL OF BOARD OF DIRECTORS

President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Present	Present	Absent	Present	Present

Director Argudo arrived to the meeting at 4:33 pm.

4. PUBLIC COMMENT

None.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda as Presented.

1st: President Hernandez

2nd: Vice President Rojas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

6. APPROVAL OF CONSENT CALENDAR

Motion: Adopt Consent Calendar as Presented.

1st: President Hernandez

2nd: Director Barajas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

7. FINANCIAL REPORTS

A. Summary of the District's Cash and Investments as of September 30, 2023.

Mr. Frausto provided a summary of the balances in each account and was available for any questions.

Motion: Receive and File.

1st: President Hernandez

2nd: Vice President Rojas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

B. Statement of District's Revenue and Expenses as of September 30, 2023.

During this item, Director Argudo arrived to the meeting at 4:33 pm.

Ms. Maldonado provided a summary of the Districts Revenue and Expenses and was available for any questions.

Motion: Receive and File.

1st: President Hernandez

2nd: Director Escalera

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of September 30, 2023.

Ms. Maldonado provided a summary of Industry's Revenue and Expenses and was available for any questions.

Motion: Receive and File.

1st: President Hernandez

2nd: Director Argudo

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

8. ACTION / DISCUSSION ITEMS

A. Consideration of Letter of Support for Mrs. Valerie Munoz on the San Gabriel Basin Water Quality Authority.

Mr. Frausto noted that he met with Valerie Munoz, and she kindly asked if the Board could provide a letter of support to the San Gabriel Basin Water Quality Authority.

Motion: Sign and Send the Letter of Support for Mrs. Valerie Munoz.

1st: Director Argudo

2nd: Director Barajas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

B. Consideration to Cancel the November 27, 2023, Regular Board of Directors Meeting

Mr. Frausto suggested the cancellation of November 27, 2023, as the thanksgiving holiday is that weekend, along with the ACWA Fall Conference.

Motion: Cancel the November 27, 2023 Regular Board of Directors Meeting

1st: President Hernandez

2nd: Director Argudo

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

C. Consideration of Proposal from Civiltec Engineering, Inc. for Professional Engineering Services for the Design of the Salt Lake Waterline Extension Project for the Industry Public Utilities (IPU) Waterworks System.

Mr. Frausto went over the design of the Salt Lake Waterline Extension Project and his conversation with the City of Industry staff. Mr. Frausto proceeded to show the bids which showed Civiltec as the lowest bidder.

Director Argudo asked the clarifying question if all firms were provided with the same scope of work, to which Mr. Frausto stated yes.

Motion: Ratify Authorization of the General Manager to Secure Professional Engineering Services for an Amount Not to Exceed \$58,900 from Civiltec Engineering, Inc.

1st: Director Argudo

2nd: Director Barajas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

D. Consideration to Complete and Mail a Notice of Intention to Opt-Out of the 3M and DuPont PFAS Settlement.

Mr. Frausto noted that since the District has not been impacted by PFAS, it is recommend that the District opt out of the settlement agreement which allows us to be open to any future damages if the District ever incurs any damages. Mr. Ciampa also provided some guidance.

Motion: Authorize the General Manager to Work with District Counsel to Prepare a Written Notice to Opt-Out of the 3M and DuPont PFAS Settlement.

1st: Director Argudo

2nd: Director Barajas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

E. Consideration of Funding the District’s Internship Program.

Mr. Frausto spoke to the success of the City of La Puente’s internship program and noted that it is coming to an end and suggested that the District fund the program for an additional six months, with hopes that the City of La Puente will have future funding.

Motion: Fund the Internship Program, as Recommended.

1st: Director Argudo

2nd: Vice President Rojas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

F. Discussion Regarding a 9/80 Schedule.

Ms. Padilla gave a brief overview of the results for the 9/80 vote from staff and let the Board know that this item would come back for a formal vote. There was discussion only and no vote was taken.

9. OPERATIONS AND MAINTENANCE SUPERINTENDENT’S REPORT

Mr. Frausto presented on behalf of Mr. Zampiello and gave a summary on the recycled water projects and an update on the nitrate system.

Motion: Receive and File.

1st: Vice President Rojas

2nd: Director Argudo

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

10. TREATMENT AND SUPPLY SUPERINTENDENT’S REPORT

Mr. Ortiz summarized his report and gave a brief update on PVOU IZ & SZ and was available for any questions.

Motion: Receive and File.
1st: Director Argudo
2nd: Vice President Rojas

	President Hernandez	Vice President Rojas	Director Argudo	Director Barajas	Director Escalera
Vote	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

11. ADMINISTRATIVE REPORT

Ms. Padilla went over social media analytics, upcoming events and the attendance of staff at past events and was available for any questions.

12. GENERAL MANAGER'S REPORT

Mr. Frausto provided a summary to the Board on various topics, including Baldwin Park key well, PVOU IZ & SZ budget, amongst other topics, and gave a summary of his October activities.

13. OTHER ITEMS

A. Upcoming Events.

Ms. Padilla went over the upcoming events and verified the attendance of the Board to these events.

B. Information Items.

Included in the Board Packet.

14. ATTORNEY'S COMMENTS

None

15. BOARD MEMBER COMMENTS

A. Report on Events Attended.

President Hernandez and Director Escalera reported their attendance at SGVWA Meeting for Grace Napolitano and the AWWA Fall Conference. Vice President Rojas reported on his attendance at the AWWA Fall Conference.

B. Other Comments.

None.

16. FUTURE AGENDA ITEMS

17. ADJOURNMENT

President Henry P. Hernandez adjourned the meeting at 5:07 pm.

Attest:

Henry P. Hernandez, Board President

Roy Frausto, Board Secretary

La Puente Water District November 2023 Disbursements

Check #	Payee	Amount	Description
11306	Ferguson Waterworks	\$ 6,791.40	6" Meter Replacement
11307	O'Reilly Auto Parts	\$ 267.65	Vehicle Maintenance
11308	Peck Road Gravel	\$ 450.00	Field Supplies-Asphalt
11309	Right of Way Inc	\$ 256.48	Tools
11310	SC Edison	\$ 10,730.10	Power Expense
11311	Underground Service Alert	\$ 88.92	Line Notifications
11312	United Rentals Inc	\$ 374.30	Tools for Repairs
11313	Vulcan Materials Company	\$ 252.94	Field Supplies - Asphalt
11314	Western Water Works	\$ 464.63	Inventory
11315	Western Water Works	\$ 731.94	Recycled Water Project
11316	United Site Services	\$ 664.78	Restroom @ BP Plant
11317	Waste Management of SG Valley	\$ 206.39	Trash Service
11318	John P Escalera	\$ 18.47	AWWA 2023 Water Smart Innovations
11319	John P Escalera	\$ 1,112.50	AWWA 2023 Fall Conference
11320	D&H Water Systems	\$ 4,917.81	PH Analyzer Repair
11321	Irri-Care Plumbing & Backflow Testing	\$ 95.00	Backflow Test
11322	Northstar Chemical	\$ 17,278.40	Chemicals Expense
11323	Trojan UV	\$ 33,753.00	Contract Renewal
11324	Weck Laboratories Inc	\$ 5,449.21	Water Sampling
11325	Weck Laboratories Inc	\$ 646.89	Water Sampling
11326	ACP Publications & Marketing	\$ 546.70	Public Outreach Material
11327	Alexandra Guevara	\$ 460.00	Cleaning Service
11328	Applied Technology Group Inc	\$ 1,211.72	Security Monitoring
11329	CAT Specialties Inc	\$ 614.02	District Shirts
11330	Chevron	\$ 4,844.11	Truck Fuel
11331	Conor Consulting LLC	\$ 950.00	Administrative Support
11332	Corporate Billing LLC Dept	\$ 3,910.23	Vehicle Maintenance
11333	Highroad IT	\$ 1,946.70	Technical Support
11334	InfoSend	\$ 1,159.73	Billing Expense
11335	Lagerlof LLP	\$ 2,130.00	Professional Services
11336	Locks Plus Inc	\$ 280.00	Re-Key Hudson
11337	Peck Road Gravel	\$ 180.00	Field Supplies-Asphalt
11338	Public Water Agencies Group	\$ 578.25	Administrative Expense
11339	Resource Building Materials	\$ 67.17	Field Supplies
11340	San Gabriel Basin WQA	\$ 6,782.40	23/24 Assessments
11341	SC Edison	\$ 356.19	Power Expense
11342	Spectrum Business	\$ 297.97	Telephone Service
11343	Staples	\$ 256.26	Office Supplies
11344	Verizon Connect Fleet USA LLC	\$ 87.25	Truck Trackers
11345	Verizon Connect Fleet USA LLC	\$ 87.25	Truck Trackers
11346	Weck Laboratories Inc	\$ 231.60	Water Sampling
11347	Evoqua	\$ 8,000.88	Resin Changeout
11348	William R Rojas	\$ 866.98	AWWA 2023 Fall Conference
11349	Henry P Hernandez	\$ 1,218.31	AWWA 2023 Fall Conference

La Puente Water District November 2023 Disbursements - continued

Check #	Payee	Amount	Description
11350	Armorcast Products Company	\$ 19,250.59	Inventory
11351	Cintas	\$ 217.26	Uniform Service
11352	Civiltec Engineering Inc	\$ 1,195.00	Professional Services
11353	McCalls Meter Sales & Service	\$ 466.72	Replacement Meter @ Hudson
11354	Merritt's Hardware	\$ 88.60	Field Supplies
11355	Olson Resources	\$ 150.00	Administrative Support
11356	Resource Building Materials	\$ 12.64	Field Supplies
11357	San Gabriel Valley Water Company	\$ 154.87	Water Service
11358	SG Creative , LLC	\$ 2,310.00	Public Outreach
11359	Western Water Works	\$ 674.52	Parts & Supplies
11360	Spectrum Business	\$ 717.17	Telephone Service
11361	Samantha L Alfonso	\$ 20.25	PERS Overpayment
11362	Answering Service Care, LLC	\$ 116.28	Answering Service
11363	Citi Cards	\$ 4,263.04	Administrative Expense
11364	Conor Consulting LLC	\$ 1,550.00	Administrative Support
11365	Continental Utility Solutions Inc	\$ 32.05	Billing Expense
11366	Eide Bailly LLP	\$ 2,647.05	Administrative Support
11367	Jack Henry & Associates	\$ 29.75	Web E-Checks
11368	S & J Supply Co Inc	\$ 1,039.55	Valve Replacement Project
11369	SoCal SCADA Solutions LLC	\$ 1,560.00	SCADA
11370	Spectrum Business	\$ 342.68	Telephone Service
11371	Weck Laboratories Inc	\$ 230.60	Water Sampling
11372	SC Edison	\$ 45,093.07	Power Expense
11373	ACWA/JPIA	\$ 42,174.59	Auto/General Liability Program 23/24
11374	Civiltec Engineering Inc	\$ 918.75	Professional Services
11375	Resource Building Materials	\$ 244.93	Valve Replacement Project
11376	S & J Supply Co Inc	\$ 224.23	Inventory
11377	SC Edison	\$ 3,652.05	Power Expense
11378	Verizon Wireless	\$ 342.10	Cellular Expense
11379	Verizon Wireless	\$ 76.02	Cellular Expense
11380	Verizon Wireless	\$ 70.50	Cellular Expense
11381	Weck Laboratories Inc	\$ 98.10	Water Sampling
11382	Verizon Wireless	\$ 114.03	Cellular Expense
11383	Waste Management of SG Valley	\$ 206.39	Trash Service
Autodeduct	Bluefin Payment Systems	\$ 963.51	Web Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 29.60	Tokenization Fee
Autodeduct	Wells Fargo	\$ 111.89	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Online	Home Depot	\$ 216.68	Field Supplies
Online	Lincoln Financial Group	\$ 8,055.00	Deferred Compensation
Online	CalPERS	\$ 17,528.69	Retirement Program
Online	Employment Development Dept	\$ 3,495.84	California State & Unemployment Taxes
Online	United States Treasury	\$ 35,437.64	Federal, Social Security & Medicare Taxes
Total Vendor Payables		\$ 317,780.76	

La Puente Water District November 2023 Disbursements

Total Vendor Payables	<u>\$ 317,780.76</u>
Total Payroll	<u>\$ 105,562.74</u>
Total November 2023 Disbursements	<u>\$ 423,343.50</u>

La Puente Valley County Water District
Payroll Summary
November 2023

	<u>Nov 23</u>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Total Gross Pay	149,583.44
Deductions from Gross Pay	
457b Plan Employee	-8,055.00
CalPers EEC	-4,204.17
Total Deductions from Gross Pay	<u>-12,259.17</u>
Adjusted Gross Pay	137,324.27
Taxes Withheld	
Federal Withholding	-15,279.00
Medicare Employee	-2,169.95
Social Security Employee	-7,826.77
CA - Withholding	-6,320.61
Medicare Employee Addl Tax	-165.20
Total Taxes Withheld	<u>-31,761.53</u>
Net Pay	<u>105,562.74</u>
Employer Taxes and Contributions	
Medicare Company	2,169.95
Social Security Company	7,826.77
CA - Unemployment	28.80
CA - Employment Training Tax	1.92
Total Employer Taxes and Contributions	<u>10,195.44</u>

Industry Public Utilities November 2023 Disbursements

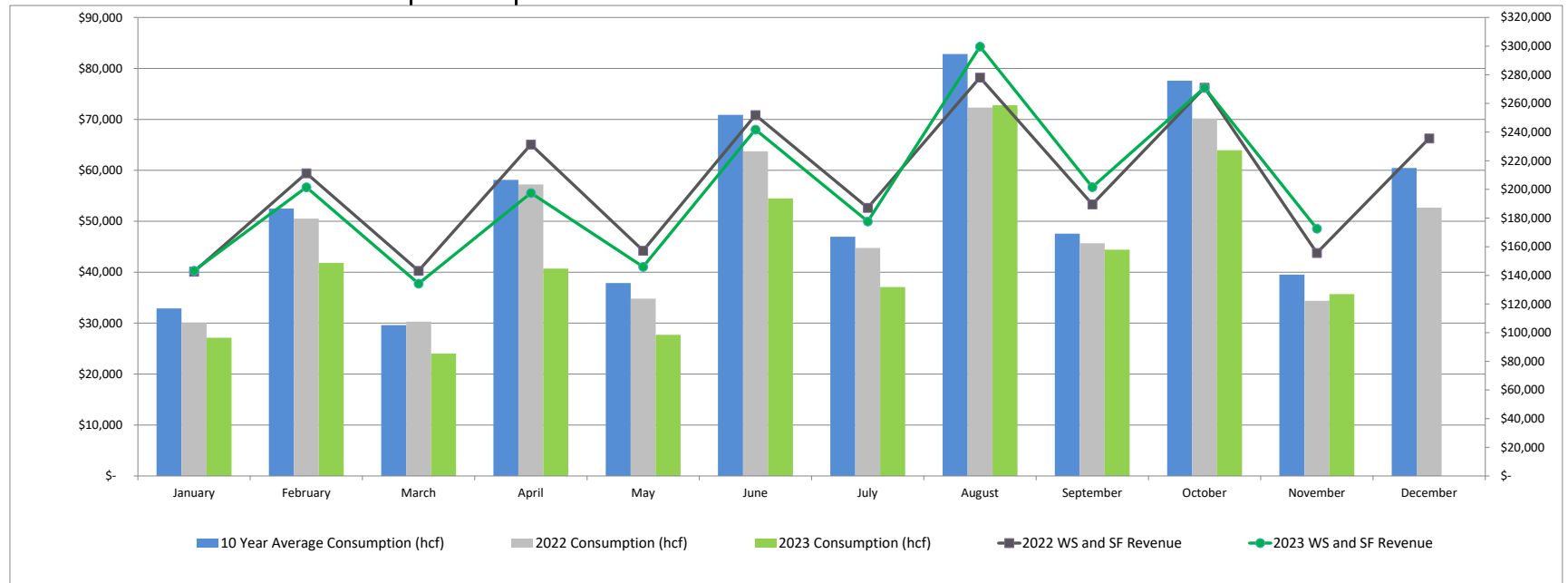
Check #	Payee	Amount	Description
5881	Peck Road Gravel	\$ 450.00	Field Supplies - Asphalt
5882	Right of Way Inc	\$ 256.47	Tools
5883	Underground Service Alert	\$ 88.91	Line Notifications
5884	Vulcan Materials Company	\$ 252.93	Field Supplies
5885	Irri-Care Plumbing & Backflow Testing	\$ 115.00	Backflow Testing
5886	Applied Technology Group Inc	\$ 1,181.72	Security Monitoring
5887	CAT Specialties Inc	\$ 155.45	Safety Vests
5888	Highroad IT	\$ 1,297.80	Technical Support
5889	InfoSend	\$ 1,655.90	Billing Expense
5890	La Puente Valley County Water District	\$ 61,905.97	Labor Costs October 2023
5891	Peck Road Gravel	\$ 180.00	Field Supplies - Asphalt
5892	San Gabriel Basin WQA	\$ 6,618.00	23/24 Assessments
5893	SC Edison	\$ 2,801.17	Power Expense
5894	SoCal Gas	\$ 14.30	Gas Expense
5895	Spectrum Business	\$ 81.72	Telephone Service
5896	Spectrum Business	\$ 297.97	Telephone Service
5897	Staples	\$ 256.26	Office Supplies
5898	Verizon Connect Fleet USA LLC	\$ 87.25	Truck Trackers
5899	Verizon Connect Fleet USA LLC	\$ 87.25	Truck Trackers
5900	Weck Laboratories Inc	\$ 253.50	Water Sampling
5901	Cintas	\$ 217.23	Uniform Service
5902	Janus Pest Management Inc	\$ 65.00	Rodent Control
5903	Merritt's Hardware	\$ 32.98	Field Supplies
5904	SC Edison	\$ 15,268.08	Power Expense
5905	Answering Service Care, LLC	\$ 116.27	Answering Service
5906	Citi Cards	\$ 120.59	Administrative Expense
5907	Continental Utility Solutions Inc	\$ 32.05	Billing Expense
5908	Eide Bailly LLP	\$ 697.20	Administrative Support
5909	Industry Public Utility Commission	\$ 1,026.35	Industry Hills Power Expense
5910	San Gabriel Valley Water Company	\$ 1,244.17	Water Service
5911	SoCal SCADA Solutions LLC	\$ 990.00	SCADA
5912	Weck Laboratories Inc	\$ 135.00	Water Sampline
5913	ACWA/JPIA	\$ 26,135.41	Auto/General Liability Program 23/24
5914	County of LA-Auditor Controller	\$ 37.40	Annual Rental Fee's
5915	SoCal Gas	\$ 14.79	Gas Expense
5916	Verizon Wireless	\$ 76.02	Cellular Service
5917	Verizon Wireless	\$ 342.09	Cellular Service
5918	Verizon Wireless	\$ 70.50	Cellular Service
5919	Weck Laboratories Inc	\$ 118.50	Water Sampling
Autodeduct	Intuit QuickBooks	\$ 380.86	Checks
Autodeduct	Bluefin Payment Systems	\$ 1,774.78	Web Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 23.70	Tokenization Fee - October

Industry Public Utilities November 2023 Disbursements - continued

Check #	Payee	Amount	Description
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Autodeduct	Jack Henry & Associates	\$ 20.45	Web E-Check Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 78.11	Credit Card Merchant Fee's
Online	County of LA Dept of Public Works	\$ 647.00	Permit Fee's
Online	Home Depot Credit Services	\$ 64.34	Field Supplies
Total November 2023 Disbursements		\$ 127,810.44	

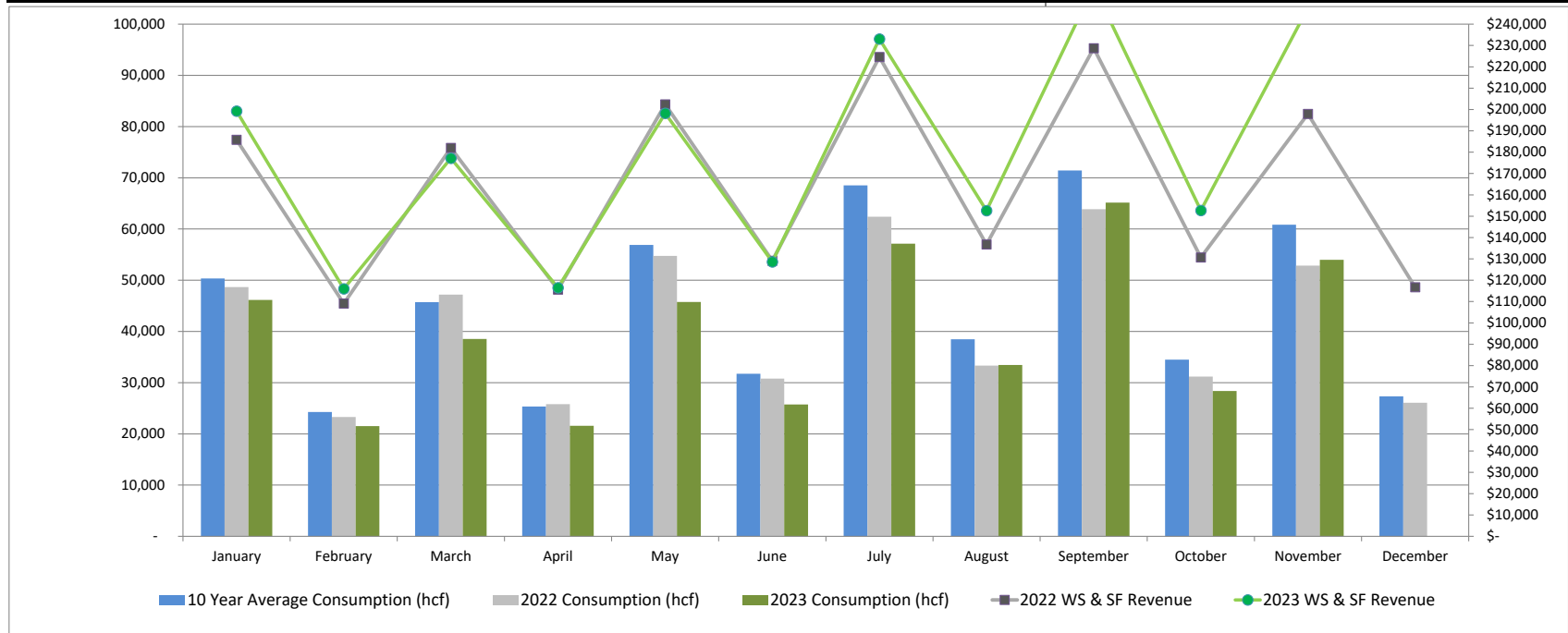
WATER SALES REPORT LPVCWD 2023

LPVCWD	January	February	March	April	May	June	July	August	September	October	November	December	YTD
No. of Customers	1,233	1,244	1,234	1,251	1,234	1,256	1,236	1,252	1,241	1,249	1,236	-	13,666
2023 Consumption (hcf)	27,134	41,823	24,043	40,698	27,693	54,484	37,090	72,759	44,431	63,926	35,707	-	469,788
2022 Consumption (hcf)	30,028	50,516	30,287	57,235	34,805	63,736	44,747	72,317	45,688	70,182	34,384	52,672	586,597
10 Year Average Consumption (hcf)	\$ 32,895	\$ 52,489	\$ 29,606	\$ 58,128	\$ 37,871	\$ 70,878	\$ 46,960	\$ 82,820	\$ 47,561	\$ 77,590	\$ 39,508	\$ 60,451	\$ 636,757
2023 Water Sales	\$ 75,152	\$ 119,224	\$ 65,978	\$ 115,709	\$ 77,681	\$ 159,271	\$ 109,107	\$ 216,962	\$ 132,867	\$ 188,707	\$ 104,039	\$ -	\$ 1,364,698
2022 Water Sales	\$ 78,737	\$ 136,210	\$ 79,575	\$ 156,218	\$ 93,717	\$ 175,590	\$ 123,715	\$ 201,938	\$ 125,971	\$ 194,818	\$ 92,325	\$ 153,404	\$ 1,612,219
2023 Service Fees	\$ 68,131	\$ 82,296	\$ 68,280	\$ 81,830	\$ 68,343	\$ 82,503	\$ 68,590	\$ 82,726	\$ 68,753	\$ 82,340	\$ 68,597	\$ -	\$ 822,388
2022 Service Fees	\$ 63,895	\$ 75,110	\$ 63,596	\$ 75,124	\$ 63,553	\$ 76,336	\$ 63,504	\$ 76,180	\$ 63,586	\$ 76,187	\$ 63,364	\$ 82,202	\$ 842,637
2023 WS and SF Revenue	\$ 143,283	\$ 201,520	\$ 134,258	\$ 197,538	\$ 146,024	\$ 241,774	\$ 177,697	\$ 299,688	\$ 201,620	\$ 271,047	\$ 172,636	\$ -	\$ 2,187,086
2022 WS and SF Revenue	\$ 142,632	\$ 211,320	\$ 143,171	\$ 231,342	\$ 157,270	\$ 251,926	\$ 187,219	\$ 278,118	\$ 189,557	\$ 271,006	\$ 155,689	\$ 235,606	\$ 2,454,856
2023 Hyd Fees	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ -	\$ 9,450
2023 DC Fees	\$ 356	\$ 11,689	\$ 356	\$ 11,689	\$ 356	\$ 11,689	\$ 356	\$ 11,689	\$ 356	\$ 11,689	\$ 356	\$ -	\$ 60,585
2023 System Revenue	\$ 144,590	\$ 213,960	\$ 135,565	\$ 209,978	\$ 147,330	\$ 254,213	\$ 179,003	\$ 312,127	\$ 202,927	\$ 283,486	\$ 173,943	\$ -	\$ 2,257,121



WATER SALES REPORT CIWS 2023

CIWS	January	February	March	April	May	June	July	August	September	October	November	December	YTD
No. of Customers	967	892	967	891	965	893	967	894	969	889	968	-	10,262
2023 Consumption (hcf)	46,138	21,528	38,538	21,587	45,739	25,727	57,149	33,452	65,164	28,375	53,977	-	437,374
2022 Consumption (hcf)	48,649	23,297	47,199	25,789	54,759	30,786	62,388	33,319	63,877	31,199	52,840	26,093	500,195
10 Year Average Consumption (hcf)	50,340	24,264	45,724	25,354	56,891	31,739	68,515	38,483	71,435	34,483	60,845	27,324	535,396
2023 Water Sales	\$ 129,349	\$ 60,205	\$ 107,228	\$ 60,663	\$ 128,297	\$ 72,801	\$ 163,037	\$ 96,550	\$ 187,318	\$ 90,475	\$ 170,151	\$ -	\$ 1,266,075
2022 Water Sales	\$ 123,503	\$ 58,734	\$ 119,827	\$ 65,288	\$ 140,366	\$ 78,894	\$ 162,064	\$ 86,507	\$ 166,187	\$ 80,453	\$ 135,174	\$ 66,444	\$ 1,283,439
2023 Service Fees	\$ 69,937	\$ 55,806	\$ 69,959	\$ 55,844	\$ 69,951	\$ 55,826	\$ 70,001	\$ 56,074	\$ 70,292	\$ 62,223	\$ 77,499	\$ -	\$ 713,412
2022 Service Fees	\$ 62,348	\$ 50,336	\$ 62,203	\$ 50,334	\$ 62,049	\$ 50,236	\$ 62,538	\$ 50,249	\$ 62,538	\$ 50,220	\$ 62,782	\$ 50,251	\$ 676,083
2023 Hyd Fees	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 400	\$ 1,550	\$ -	\$ 10,900
2023 DC Fees	\$ 20,050	\$ 6,282	\$ 19,916	\$ 6,448	\$ 19,775	\$ 6,157	\$ 20,050	\$ 6,157	\$ 19,909	\$ 7,096	\$ 21,586	\$ -	\$ 153,426
2023 System Revenues	\$ 220,886	\$ 122,593	\$ 198,653	\$ 123,255	\$ 219,573	\$ 135,084	\$ 254,638	\$ 159,081	\$ 279,069	\$ 160,194	\$ 270,787	\$ -	\$ 2,143,813



Memo



Date: November 9, 2023
To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District, Board of Directors
From: Roy Frausto, General Manager
Subject: Industry Public Utilities Water Operations Quarterly Report (July – September 2023)

In accordance with the City of Industry Waterworks System (the “CIWS”) Operation and Management Agreement between the City of Industry (the “City”) and the La Puente Valley County Water District (the “District”), the District is providing the CIWS Quarterly Report for the 1st quarter of the 2023-24 fiscal year (FY). The report represents fiscal year-to-date information along with the status of various items listed under the appropriate heading.

Financial/Administrative

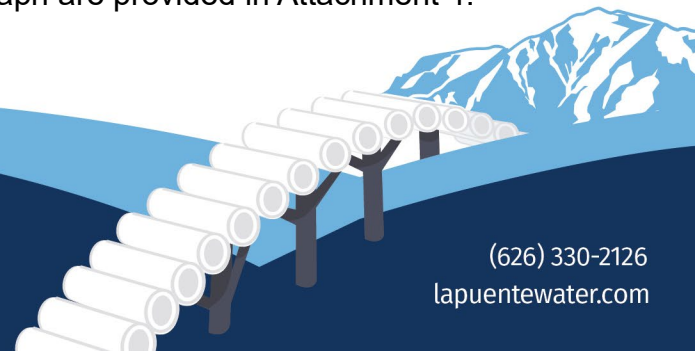
- 2023-24 Fiscal Year Budget – A draft report of Revenue and Expenses as of September 30, 2023, is enclosed for your review as Attachment 1.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as Attachment 2.
- Accessory Dwelling Unit (ADU) Policy – District Staff is working with City Staff to finalize the adoption of the ADU policy regarding capacity fees.
- Operation and Management Agreement – District Staff is working with City Staff to finalize the Operation and Management Agreement between the City the District.

Distribution, Supply, and Production

- Summary of Activities – A summary report of CIWS field activities for the 1st quarter of FY 2023-24 is provided as Attachment 3.
- City of Industry Well No. 5 Operations – Well No. 5 operated for most of the 1st quarter without issue. The latest static water level, pumping water level, and pumping rate for Well No. 5 are shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	189'	84'	156'	72'	1,377

- Production Summary – The production consumption for the 1st quarter of the FY 2023-24 was 372.98 AF. The 2023-24 FY production report and graph are provided in Attachment 4.



- 2023 Water Conservation – A summary of water system usage for the FY 2023-24 as compared to the calendar year 2022 is shown below.

Month	2022	2023	Difference (%)
July	123.21	151.93	28.72%
August	124.26	116.41	-7.85%
September	111.51	104.64	-6.87%
Totals	317.93	372.98	14%

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the CIWS, the District is providing the water exchange summary as of September 30, 2023, as Attachment 5.
- MSGB Groundwater Levels – On June 23, 2023, the Baldwin Park key well level was 231.9 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed as Attachment 6.

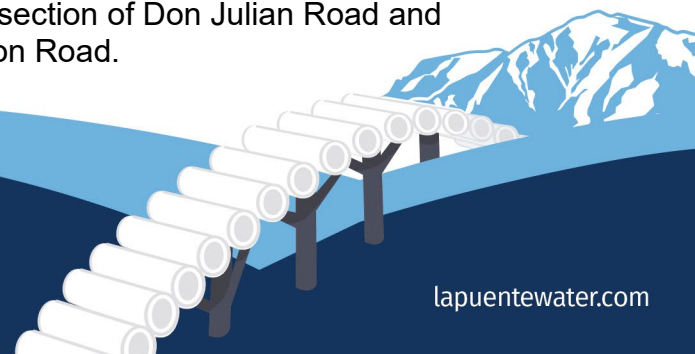
Water Quality / Compliance

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 1st quarter of FY 2023-24; approximately 91 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required. The table below summarizes Well No. 5’s current water quality for constituents of concern.

Month Sampled	1,1 DCE	TCE	PCE	All Other VOCs	Perchlorate	1,4-Dioxane	NDMA	Nitrate
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb		MCL= 6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
September	2.4	3.1	8.4	ND	2.5	0.32	ND	5.9

Capital / Special Projects

- 2023 Water Master Plan – District staff is working to update the CIWS’s Water Master Plan as part of a 5-year update.
- Salt Lake Waterline – Design of a 6-inch waterline and an interconnect between the CIWS to LPVCWD to provide water to the Salt Lake service area. Approximately 1,300 linear feet of new 6-inch ductile iron pipe will be installed from the intersection of Don Julian Road and Turnbull Canyon Road, southward on Turnbull Canyon Road.



- Well No. 5 Pump Control Repairs Update (Between Tesco and Hunter Electric) - The Well is running and supplying water to SGVWC's B-5 facility in Hand operation at the request of SGVWC. All electrical repairs have been completed. To return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and Panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.
- IPUWS Lead Service Inspections – The Environmental Protection Agency (EPA) has mandated that all water systems classify customer piping by material type by October 2024. To comply, Staff begun conducting survey inspections of water system piping and customer-owned plumbing. The goal of the Lead Service Inventory is to identify all lead piping (if any) in the system and create a plan to eliminate them, as it poses significant health risks. It is highly unlikely that lead piping will be found in the IPUWS system or on customer property. Only 12 cities in California identified lead piping in their system. Most lead piping is found in Northern California.
- San Fidel Well Field Treatment Feasibility Study – Stetson Engineers completed an additional study (to the three TMs) regarding potential contamination sources that may impact the IPU wells. The study was distributed to stakeholders for review and comment. Currently, draft comments are being drafted by the CR's.
- 4th Avenue and Trailside Drive – The 2017 CIWS Water Master Plan recommended improvements to waterlines in 4th Avenue and Trailside Drive. District staff continues to work with CNC Engineering to prepare for the start of the construction of the new pipeline.
- Proctor Yard – District staff has completed the demolition of the existing storage and has begun creating a cost estimate and engineering design for the new building at the Proctor Yard facility.
- Lomitas Generator – District staff has worked with CNC to finalize design plans for the replacement of the existing generator at the Lomitas Pump Station. The project has been awarded, and construction activities are scheduled to begin early 2024.
- Pencin Drive Pump Station – District Staff will be working to remove the existing Pump Station.

Personnel

- As of September 30, 2023, the District had 11 full-time field employees, 2 field intern employees, 6 full-time office/administrative employees and 1 engineering intern. A summary of the hourly rates for each District employee as of September 30, 2023, is enclosed as Attachment 7.

Attachments

1. Statement of Revenue and Expenses for the 1st Quarter of 2023-24.
2. Fund Disbursement List for 1st Quarter of 2023-24.
3. Summary of Field Activities for 1st Quarter of 2023-24.
4. Production Summary for 1st Quarter of 2023-24.
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 1st Quarter of 2023-24.
6. Main San Gabriel Basin Hydrologic Report.
7. Summary of Hourly Rates for District Staff as of September 30, 2023.

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending July 31, 2023

(Unaudited)

	July 2023	FISCAL YTD 2023/24	BUDGET 2023/24	8% OF BUDGET	YEAR END FY 2022/23
REVENUE					
Operational Revenue	\$ 258,605	\$ 258,605	\$ 2,286,800	11%	\$ 2,154,386
Non-Operational Revenue	-	-	82,300	0%	69,760
TOTAL REVENUES	258,605	258,605	2,369,100	11%	2,224,146
EXPENSE					
Salaries & Benefits	57,330	57,330	790,200	7%	784,914
Supply & Treatment	7,015	7,015	860,600	1%	471,300
Other Operating Expense	7,109	7,109	250,000	3%	225,124
General & Administrative	5,629	5,629	352,200	2%	291,378
System Improvements & Miscellaneous	1,149	1,149	116,000	1%	53,832
TOTAL EXPENSE	78,233	78,233	2,369,000	3%	1,826,549
NET INCOME / (LOSS)	180,372	180,372	100	180372%	397,597

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending July 31, 2023

(Unaudited)

	July 2023	FISCAL YTD 2023/24	BUDGET 2023/24	8% OF BUDGET	YEAR END FY 2022/23
Operational Revenues					
Water Sales	\$ 163,037	\$ 163,037	\$ 1,322,500	12%	\$ 1,236,608
Service Charges	70,001	70,001	750,700	9%	715,272
Customer Charges	3,967	3,967	43,000	9%	42,587
Fire Service	21,600	21,600	170,600	13%	159,919
<i>Total Operational Revenues</i>	258,605	258,605	2,286,800	11%	2,154,386
Non-Operational Revenues					
Contamination Reimbursement	-	-	82,300	0%	69,760
<i>Total Non-Operational Revenues</i>	-	-	82,300	0%	69,760
TOTAL REVENUES	258,605	258,605	2,369,100	11%	2,224,146
Salaries & Benefits					
Administrative Salaries	19,216	19,216	258,853	7%	258,574
Field Salaries	20,227	20,227	263,393	8%	276,622
Employee Benefits	9,663	9,663	152,954	6%	135,792
Pension Plan	5,560	5,560	73,000	8%	72,561
Payroll Taxes	2,663	2,663	36,000	7%	36,189
Workers Compensation	-	-	6,000	0%	5,176
<i>Total Salaries & Benefits</i>	57,330	57,330	790,200	7%	784,914
Supply & Treatment					
Purchased Water - Leased	-	-	348,250	0%	231,022
Purchased Water - Other	1,361	1,361	20,000	7%	14,110
Power	5,655	5,655	205,000	3%	205,493
Assessments	-	-	265,350	0%	13,236
Treatment	-	-	7,000	0%	-
Well & Pump Maintenance	-	-	15,000	0%	7,439
<i>Total Supply & Treatment</i>	7,015	7,015	860,600	1%	471,300
Other Operating Expenses					
General Plant	497	497	45,000	1%	42,503
Transmission & Distribution	959	959	85,000	1%	87,389
Vehicles & Equipment	-	-	40,000	0%	23,883
Field Support & Other Expenses	4,511	4,511	42,000	11%	37,635
Regulatory Compliance	1,143	1,143	38,000	3%	33,715
<i>Total Other Operating Expenses</i>	7,109	7,109	250,000	3%	225,124

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending July 31, 2023

(Unaudited)

	July 2023	FISCAL YTD 2023/24	BUDGET 2023/24	8% OF BUDGET	YEAR END FY 2022/23
General & Administrative					
Management Fee	-	-	207,200	0%	203,030
Office Expenses	2,692	2,692	29,000	9%	30,445
Insurance	391	391	19,500	2%	13,792
Professional Services	-	-	45,000	0%	6,396
Customer Accounts	2,327	2,327	33,000	7%	29,820
Public Outreach & Conservation	220	220	12,000	2%	4,872
Other Administrative Expenses	-	-	6,500	0%	3,023
<i>Total General & Administrative</i>	5,629	5,629	352,200	2%	291,378
Other Exp. & System Improvements (Water Ops Fund)					
Fire Hydrant Repair/Replace	-	-	28,000	0%	6,853
Service Line Replacements	-	-	30,000	0%	11,550
Valve Replacements & Installations	-	-	28,000	0%	17,687
SCADA Improvements	1,149	1,149	30,000	4%	2,575
Groundwater Treatment Facility Feas. Study	-	-	-	N/A	15,167
<i>Total Other & System Improvements</i>	1,149	1,149	116,000	1%	53,832
TOTAL EXPENSES	78,233	78,233	2,369,000	3%	1,826,549
NET INCOME / (LOSS)	180,372	180,372	100	180372%	397,597

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending August 31, 2023

(Unaudited)

FISCAL

August
2023

YTD
2023/24

BUDGET
2023/24

17% OF
BUDGET

YEAR END FY
2022/23

REVENUE

Operational Revenue	\$ 126,495	\$ 385,100	\$ 2,286,800	17%	\$ 2,189,652
Non-Operational Revenue	-	-	82,300	0%	69,760

TOTAL REVENUES

126,495 385,100 2,369,100 16% 2,259,411

EXPENSE

Salaries & Benefits	67,716	125,046	790,200	16%	769,197
Supply & Treatment	30,759	56,845	860,600	7%	661,591
Other Operating Expense	14,241	21,396	250,000	9%	284,810
General & Administrative	17,814	25,471	352,200	7%	292,247
System Improvements & Miscellaneous	-	1,149	116,000	1%	85,741

TOTAL EXPENSE

130,529 229,908 2,369,000 10% 2,093,585

NET INCOME / (LOSS)

(4,034) 155,192 100 155192% 165,826

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending August 31, 2023

(Unaudited)

	August 2023	FISCAL YTD 2023/24	BUDGET 2023/24	17% OF BUDGET	YEAR END FY 2022/23
Operational Revenues					
Water Sales	\$ 75,146	\$ 238,183	\$ 1,322,500	18%	\$ 1,258,012
Service Charges	43,647	113,648	750,700	15%	727,699
Customer Charges	2,680	6,647	43,000	15%	42,587
Fire Service	5,022	26,622	170,600	16%	161,354
<i>Total Operational Revenues</i>	126,495	385,100	2,286,800	17%	2,189,652
Non-Operational Revenues					
Contamination Reimbursement	-	-	82,300	0%	69,760
<i>Total Non-Operational Revenues</i>	-	-	82,300	0%	69,760
TOTAL REVENUES	126,495	385,100	2,369,100	16%	2,259,411
Salaries & Benefits					
Administrative Salaries	20,940	40,156	258,853	16%	258,574
Field Salaries	25,717	45,944	263,393	17%	266,182
Employee Benefits	11,347	21,010	152,954	14%	133,488
Pension Plan	6,567	12,127	73,000	17%	70,311
Payroll Taxes	3,145	5,808	36,000	16%	35,466
Workers Compensation	-	-	6,000	0%	5,176
<i>Total Salaries & Benefits</i>	67,716	125,046	790,200	16%	769,197
Supply & Treatment					
Purchased Water - Leased	-	-	348,250	0%	231,022
Purchased Water - Other	1,183	2,544	20,000	13%	14,110
Power	22,957	47,683	205,000	23%	167,911
Assessments	6,618	6,618	265,350	2%	235,610
Treatment	-	-	7,000	0%	5,498
Well & Pump Maintenance	-	-	15,000	0%	7,439
<i>Total Supply & Treatment</i>	30,759	56,845	860,600	7%	661,591
Other Operating Expenses					
General Plant	1,899	2,442	45,000	5%	42,503
Transmission & Distribution	9,229	10,187	85,000	12%	125,255
Vehicles & Equipment	-	-	40,000	0%	45,702
Field Support & Other Expenses	1,487	5,998	42,000	14%	37,635
Regulatory Compliance	1,626	2,769	38,000	7%	33,715
<i>Total Other Operating Expenses</i>	14,241	21,396	250,000	9%	284,810

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending August 31, 2023

(Unaudited)

	August 2023	FISCAL YTD 2023/24	BUDGET 2023/24	17% OF BUDGET	YEAR END FY 2022/23
General & Administrative					
Management Fee	-	-	207,200	0%	203,030
Office Expenses	1,720	4,560	29,000	16%	30,445
Insurance	-	1,154	19,500	6%	13,792
Professional Services	12,697	12,949	45,000	29%	6,396
Customer Accounts	2,737	5,063	33,000	15%	30,689
Public Outreach & Conservation	660	1,671	12,000	14%	4,872
Other Administrative Expenses	-	74	6,500	1%	3,023
<i>Total General & Administrative</i>	17,814	25,471	352,200	7%	292,247
Other Exp. & System Improvements (Water Ops Fund)					
Fire Hydrant Repair/Replace	-	-	28,000	0%	10,076
Service Line Replacements	-	-	30,000	0%	36,461
Valve Replacements & Installations	-	-	28,000	0%	21,461
SCADA Improvements	-	1,149	30,000	4%	2,575
Groundwater Treatment Facility Feas. Study	-	-	-	N/A	15,167
<i>Total Other & System Improvements</i>	-	1,149	116,000	1%	85,741
TOTAL EXPENSES	130,529	229,908	2,369,000	10%	2,093,585
NET INCOME / (LOSS)	(4,034)	155,192	100		165,826

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending September 30, 2023

(Unaudited)

FISCAL

	September 2023	YTD 2023/24	BUDGET 2023/24	25% OF BUDGET	YEAR END FY 2022/23
REVENUE					
Operational Revenue	\$ 282,854	\$ 667,954	\$ 2,286,800	29%	\$ 2,189,652
Non-Operational Revenue	-	-	82,300	0%	69,760
TOTAL REVENUES	282,854	667,954	2,369,100	28%	2,259,411
EXPENSE					
Salaries & Benefits	52,530	177,576	790,200	22%	769,197
Supply & Treatment	24,693	81,539	860,600	9%	659,665
Other Operating Expense	6,403	28,043	250,000	11%	284,366
General & Administrative	57,119	84,555	352,200	24%	306,915
System Improvements & Miscellaneous	-	1,149	116,000	1%	93,641
TOTAL EXPENSE	140,746	372,862	2,369,000	16%	2,113,783
NET INCOME / (LOSS)	142,108	295,091	100		145,628

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2023

(Unaudited)

	September 2023	FISCAL YTD 2023/24	BUDGET 2023/24	25% OF BUDGET	YEAR END FY 2022/23
Operational Revenues					
Water Sales	\$ 187,318	\$ 425,501	\$ 1,322,500	32%	\$ 1,258,012
Service Charges	70,292	183,940	750,700	25%	727,699
Customer Charges	3,785	10,432	43,000	24%	42,587
Fire Service	21,459	48,081	170,600	28%	161,354
<i>Total Operational Revenues</i>	282,854	667,954	2,286,800	29%	2,189,652
Non-Operational Revenues					
Contamination Reimbursement	-	-	82,300	0%	69,760
<i>Total Non-Operational Revenues</i>	-	-	82,300	0%	69,760
TOTAL REVENUES	282,854	667,954	2,369,100	28%	2,259,411
Salaries & Benefits					
Administrative Salaries	21,031	61,187	258,853	24%	258,574
Field Salaries	15,231	61,175	263,393	23%	266,182
Employee Benefits	7,897	28,907	152,954	19%	133,488
Pension Plan	4,349	16,476	73,000	23%	70,311
Payroll Taxes	2,446	8,255	36,000	23%	35,466
Workers Compensation	1,576	1,576	6,000	26%	5,176
<i>Total Salaries & Benefits</i>	52,530	177,576	790,200	22%	769,197
Supply & Treatment					
Purchased Water - Leased	-	-	348,250	0%	229,096
Purchased Water - Other	1,417	3,962	20,000	20%	14,110
Power	23,276	70,959	205,000	35%	167,911
Assessments	-	6,618	265,350	2%	235,610
Treatment	-	-	7,000	0%	5,498
Well & Pump Maintenance	-	-	15,000	0%	7,439
<i>Total Supply & Treatment</i>	24,693	81,539	860,600	9%	659,665
Other Operating Expenses					
General Plant	224	2,606	45,000	6%	34,783
Transmission & Distribution	2,098	12,285	85,000	14%	125,255
Vehicles & Equipment	108	131	40,000	0%	45,702
Field Support & Other Expenses	2,819	9,099	42,000	22%	43,765
Regulatory Compliance	1,154	3,923	38,000	10%	34,861
<i>Total Other Operating Expenses</i>	6,403	28,043	250,000	11%	284,366

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2023

(Unaudited)

	September 2023	FISCAL YTD 2023/24	BUDGET 2023/24	25% OF BUDGET	YEAR END FY 2022/23
General & Administrative					
Management Fee	51,260	51,260	207,200	25%	203,030
Office Expenses	1,992	7,855	29,000	27%	37,110
Insurance	-	1,154	19,500	6%	21,305
Professional Services	163	13,724	45,000	30%	6,396
Customer Accounts	1,669	6,732	33,000	20%	32,189
Public Outreach & Conservation	1,984	3,654	12,000	30%	4,872
Other Administrative Expenses	52	175	6,500	3%	2,012
<i>Total General & Administrative</i>	57,119	84,555	352,200	24%	306,915
Other Exp. & System Improvements (Water Ops Fund)					
Fire Hydrant Repair/Replace	-	-	28,000	0%	10,076
Service Line Replacements	-	-	30,000	0%	36,461
Valve Replacements & Installations	-	-	28,000	0%	21,461
SCADA Improvements	-	1,149	30,000	4%	2,575
Groundwater Treatment Facility Feas. Study	-	-	-	N/A	15,167
Fence at the Plant	-	-	-	N/A	7,900
<i>Total Other & System Improvements</i>	-	1,149	116,000	1%	93,641
TOTAL EXPENSES	140,746	372,862	2,369,000	16%	2,113,783
NET INCOME / (LOSS)	142,108	295,091	100		145,628

Attachment 2

Industry Public Utilities July 2023 Disbursements

Check #	Payee	Amount	Description
5705	Petty Cash	\$ 31.50	Office Expense
5706	La Puente Valley County Water District	\$ 231,021.70	Groundwater Production Rights
5707	ACWA/JPIA	\$ 391.00	Excess Crime Insurance
5708	Eide Bailly LLP	\$ 315.00	Administrative Support
5709	Genesis Computer Systems Inc	\$ 446.45	Computer Expense
5710	Grainger Inc	\$ 124.24	Field Supplies
5711	Highroad IT	\$ 1,297.80	Technical Support & License Renewals
5712	Merritt's Hardware	\$ 109.35	Field Supplies
5713	O'Reilly Auto Parts	\$ 8.24	Vehicle Maintenance
5714	SG Creative, LLC	\$ 1,980.00	CCR Design
5715	Stetson Engineers Inc	\$ 11,968.75	Engineering Support
5716	Titan Consolidated Industries, Inc	\$ 21,700.00	Proctor Yard Demo
5717	Uline Inc	\$ 168.76	Safety Supplies
5718	Underground Service Alert	\$ 164.45	Line Notifications
5719	Weck Laboratories Inc	\$ 264.50	Water Sampling
5720	Cintas	\$ 198.36	Uniform Expense
5721	Continental Utility Solutions Inc	\$ 50.00	Billing Expense
5722	Highroad IT	\$ 742.50	Technical Support & License Renewals
5723	InfoSend	\$ 836.46	Billing Expense
5724	Resource Building Materials	\$ 80.70	Concrete Expense
5725	SC Edison	\$ 19,431.05	Power Expense
5726	SCI Telecom	\$ 125.00	Telecommunication Service
5727	SoCal Gas	\$ 15.29	Gas Expense
5728	Sol Media	\$ 165.00	Website
5729	Spectrum Business	\$ 80.21	Telephone Service
5730	Spectrum Business	\$ 297.97	Telephone Service
5731	Weck Laboratories Inc	\$ 405.50	Water Sampling
5732	ACP Publication & Marketing	\$ 1,988.10	CCR Print & Mailing
5733	ACWA/JPIA	\$ 1,406.80	Workers' Compensaton Program
5734	Continental Utility Solutions Inc	\$ 19.20	Billing Expense
5735	Industry Public Utility Commission	\$ 1,549.94	Industry Hills Power Expense
5736	Janus Pest Management Inc	\$ 65.00	Rodent Control
5737	La Puente Valley County Water District	\$ 61,780.90	Labor Costs
5738	Right of Way Inc	\$ 164.25	Traffic Control
5739	S & J Supply Co Inc	\$ 79.26	Tools
5740	Staples	\$ 201.63	Office Supplies
5741	W.A. Rasic Construction	\$ 24,321.06	Contracted Services
5742	Weck Laboratories Inc	\$ 135.00	Water Sampling
5743	Western Water Works	\$ 132.82	Field Supplies
5744	Citi Cards	\$ 1,561.28	Office Expense
5745	Civiltec Engineering Inc	\$ 1,810.00	Engineering Support
5746	Answering Service Care, LLC	\$ 111.06	Answering Service

Industry Public Utilities July 2023 Disbursements

5747	Eide Bailly LLP	\$	201.25	Administrative Support
5748	Pollard Water	\$	992.36	Tools
5749	San Gabriel Valley Water Company	\$	1,360.68	Water Expense
5750	SoCal Gas	\$	14.79	Gas Expense
5751	Staples	\$	26.66	Office Supplies
5752	Verizon Wireless	\$	76.02	Cellular Service
5753	Verizon Wireless	\$	95.00	Cellular Service
5754	Verizon Wireless	\$	301.37	Cellular Service
5755	Weck Laboratories Inc	\$	107.50	Water Sampling
Autodeduct	Bluefin Payment Systems	\$	2,305.13	Web Merchant Fee's
Autodeduct	First Data Global Leasing	\$	44.00	Credit Card Machine Lease
Autodeduct	Wells Fargo Merchant Fee's	\$	30.60	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$	22.35	Tokenization Fee
Autodeduct	Jack Henry & Associates	\$	18.20	Web E-Check Fee's
Online	Home Depot Credit Services	\$	44.93	Field Supplies
Online	County of LA Dept of Public Works	\$	647.00	Permit Fee's
Online	Home Depot Credit Services	\$	97.82	Field Supplies
Online	Home Depot Credit Services	\$	90.84	Field Supplies
Online	Home Depot Credit Services	\$	44.57	Field Supplies
Total July 2023 Disbursements		\$	394,267.15	

Industry Public Utilities August 2023 Disbursements

Check #	Payee	Amount	Description
5756	Cintas	\$ 198.36	Uniform Service
5757	Grainger Inc	\$ 35.44	Safety Supplies
5758	Highroad IT	\$ 1,297.80	Technical Support
5759	Merritt's Hardware	\$ 134.45	Field Supplies
5760	SG Creative, LLC	\$ 220.00	IPU Newsletter
5761	SoCal SCADA Solutions LLC	\$ 1,149.25	SCADA System
5762	Underground Service Alert	\$ 151.91	Line Notifications
5763	Weck Laboratories Inc	\$ 118.50	Water Sampling
5764	Continental Utility Solutions Inc	\$ 50.00	Billing Expense
5765	La Puente Valley County Water District	\$ 57,329.94	Labor Costs July 2023
5766	SC Edison	\$ 4,246.01	Power Expense
5767	SoCal Gas	\$ 14.79	Gas Expense
5768	Spectrum Business	\$ 80.25	Telephone Service
5769	Staples	\$ 124.29	Office Supplies
5770	Vulcan Materials Company	\$ 958.60	Asphalt Expense
5771	Weck Laboratories Inc	\$ 270.00	Water Sampling
5772	Cla-Val	\$ 8,396.01	Cla-Val Maintenance
5773	Continental Utility Solutions Inc	\$ 9.40	Billing Expense
5774	Grainger Inc	\$ 177.21	Field Supplies
5775	InfoSend	\$ 925.31	Billing Expense
5776	Janus Pest Management Inc	\$ 65.00	Rodent Control
5777	SC Edison	\$ 19,117.29	Power Expense
5778	Spectrum Business	\$ 297.97	Telephone Service
5779	Verizon Wireless	\$ 101.80	Vehicle Tracking
5780	Answering Service Care, LLC	\$ 157.59	Answering Service
5781	Cintas	\$ 186.38	Uniform Service
5782	Grainger Inc	\$ 23.23	Field Supplies
5783	Industry Public Utility Commission	\$ 1,408.69	Industry Hills Power Expense
5784	San Gabriel Valley Water Company	\$ 1,183.49	Water Service
5785	SoCal Gas	\$ 14.30	Gas Expense
5786	Verizon Wireless	\$ 76.02	Cellular Service
5787	Verizon Wireless	\$ 308.18	Cellular Service
5788	Weck Laboratories Inc	\$ 614.00	Water Sampling
5789	Citi Cards	\$ 1,012.74	Administrative Expense
5790	ACWA/JPIA	\$ 763.20	Cyber Liability Insurance
5791	Collicutt Energy Services Inc	\$ 510.00	General Maintenance
5792	Eide Bailly LLP	\$ 252.45	Administrative Support
5793	Main SG Basin Watermaster	\$ 222,374.34	22-23 Production Assessments
5794	Sunbelt Rentals	\$ 215.54	Maintenance Rental
5795	United Rentals Inc	\$ 136.31	Maintenance Rental
5796	Verizon Wireless	\$ 95.00	Cellular Service
Online	Home Depot Credit Services	\$ 89.85	Field Supplies
Online	Home Depot Credit Services	\$ 90.84	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 54.78	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 1,128.87	Web Merchant Fee's

Autodeduct	Bluefin Payment Systems	\$	22.50	Tokenization Fee
Autodeduct	Jack Henry & Associates	\$	15.95	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$	30.20	Annual Lease Renewal
Autodeduct	First Data Global Leasing	\$	44.00	Credit Card Machine Lease - Monthly
Total August 2023 Disbursements		\$	326,278.03	

Industry Public Utilities September 2023 Disbursements

Check #	Payee	Amount	Description
5797	Highroad IT	\$ 1,297.80	Technical Support
5798	InfoSend	\$ 869.42	Billing Expense
5799	La Puente Valley County Water District	\$ 29,737.25	Inventory used for IPU Services
5800	La Puente Valley County Water District	\$ 21,818.68	Truck, Equipment & Fuel Expense
5801	McCalls Meter Sales & Service	\$ 466.69	Meter Replacement
5803	Peck Road Gravel	\$ 360.00	Asphalt & Concrete Disposal
5804	SC Edison	\$ 3,703.04	Power Expense
5805	SG Creative, LLC	\$ 660.00	Graphic Design Consulting
5806	SoCal Gas	\$ 17.90	Gas Expense
5807	Spectrum Business	\$ 80.66	Telephone Service
5808	Stetson Engineers Inc	\$ 12,697.00	Professional Services
5809	Underground Service Alert	\$ 151.91	Line Notifications
5810	Merritt's Hardware	\$ 120.40	Field Supplies
5811	U.S. Postal Service	\$ 500.39	Newsletter Expense
5812	Cintas	\$ 188.81	Uniform Service
5813	Continental Utility Solutions Inc	\$ 50.00	Billing Expense
5814	InfoSend	\$ 884.15	Billing Expense
5815	Janus Pest Management Inc	\$ 65.00	Rodent Control
5816	SC Edison	\$ 17,593.21	Power Expense
5817	Spectrum Business	\$ 297.97	Telephone Service
5818	Weck Laboratories Inc	\$ 230.00	Water Sampling
5819	Continental Utility Solutions Inc	\$ 22.10	Billing Expense
5820	Industry Public Utility Commission	\$ 1,706.83	Industry Hills Power Expense
5821	La Puente Valley County Water District	\$ 67,715.61	Labor Costs
5822	Equipment Pro, LLC	\$ 108.13	Equipment Maintenance
5823	La Puente Valley County Water District	\$ 51,260.10	O&M Fee for 3rd Quarter
5824	San Gabriel Basin WQA	\$ 6,618.00	2023/2024 Assessment
5825	San Gabriel Valley Water Company	\$ 1,417.33	Water Service
5826	Vulcan Materials Company	\$ 990.15	Asphalt & Concrete Expense
5827	Weck Laboratories Inc	\$ 135.00	Water Sampling
5828	Citi Cards	\$ 485.78	Administrative Expenses
5829	ACP Publication & Marketing	\$ 1,373.34	Newsletter Expense
5830	Los Angeles County Fire Dept	\$ 1,078.00	Permit Fee's
5831	Right of Way Inc	\$ 284.70	Field Supplies
5832	SoCal Gas	\$ 15.78	Gas Expense
5833	Verizon Wireless	\$ 593.14	Cellular Service
5834	Verizon Wireless	\$ 76.02	Cellular Service
5835	Verizon Wireless	\$ 95.00	Cellular Service
5836	Vulcan Materials Company	\$ 1,107.38	Asphalt and Concrete Expense
5837	Weck Laboratories Inc	\$ 118.50	Water Sampling
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Autodeduct	Wells Fargo Merchant Fee's	\$ 41.77	Merchant Fee's
Online	Home Depot Credit Services	\$ 17.07	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 22.30	Web CC Fee's
Autodeduct	Jack Henry	\$ 18.20	Web E-Check Fee's
Total September 2023 Disbursements		\$ 227,134.51	

Attachment 3

Safety Inspection of Facilities	5	5	7											17	68
Safety Meetings/Online Safety Meetings	15	10	6											31	101
Weekly Tailgate Safety Mtg	4	5	4											13	49

Attachment 4

Attachment 5

IPUWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to IPUWS

Report for First Quarter 23/24

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year Ending	Total	Running Total
Prior Period (22-23)						37.23	37.23							61.70	61.70	98.93	98.93
23-24 QTR 1	0.50	0.00	0.00	0.00	0.50	37.73				1.70	0.00		1.70	63.40		2.19	
23-24 QTR 2	0.00	0.00	0.00	0.00	0.00	37.73				0.00	0.00		0.00	63.40		0.00	
23-24 QTR 3	0.00	0.00	0.00	0.00	0.00	37.73				0.00	0.00		0.00	63.40		0.00	
23-24 QTR 4	0.00	0.00	0.00	0.00	0.00	37.73				0.00	0.00		0.00	63.40		0.00	
Annual Total	0.50	0.00	0.00	0.00	0.50	37.73	37.23			1.70	0.00		1.70	63.40	61.70	2.19	101.12

Deliveries from IPUWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year Ending	Total	Running Total
Prior Period (22-23)						28.39	28.39							78.87	78.87	107.26	107.26
23-24 QTR 1	0.00	0.00		0.00	0.00	28.39		0.11	1.00	5.40	0.00		6.52	85.39		6.52	
23-24 QTR 2	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	85.39		0.00	
23-24 QTR 3	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	85.39		0.00	
23-24 QTR 4	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	85.39		0.00	
Annual Total	0.00	0.00		0.00	0.00	28.39	28.39	0.11	1.00	5.40	0.00		6.52	85.39	78.87	6.52	113.78

Delivery Summary

Quarter	LPVCWD Total to IPUWS	IPUWS Total to LPVCWD	Difference	A		B		C		D		E		
				LPVCWD to IPUWS in 488	IPUWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	IPUWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to IPUWS in 775	IPUWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes \$ to IPUWS for 775 Deliveries	LPVCWD Owes \$ to IPUWS
Prior Period (22-23)	98.93	107.26	8.33	37.23	28.39	-8.84	0.00	0.00	61.70	78.87	17.17	0.00	0.00	0.00
23-24 QTR 1	2.19	6.52	4.32	0.50	0.00	-0.50	0.00	0.00	1.70	6.52	4.82	0.00	0.00	0.00
23-24 QTR 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23-24 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23-24 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Running Total	101.12	113.78	12.65	37.73	28.39	-9.34			63.40	85.39	21.99			

Balance Owed by LPVCWD to IPUWS Overall **12.65** Balance Owed to LPVCWD in 488 **9.34** Balance Owed to IPUWS in 775 **21.99**

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed rate to convey water to the 448 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes.

Attachment 6



Main San Gabriel Basin WATERMASTER

OCTOBER 4, 2023

REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On August 25, 2023, the Baldwin Park Key Well groundwater elevation was 227.7 feet.
- On September 22, 2023, the Baldwin Park Key Well groundwater elevation was 227.0 feet, no change from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
 - ❖ A decrease of about 0.7 feet from the prior month.
 - ❖ About 49 feet higher than one year ago (represents 392,000 acre-feet). Includes an estimated 107,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 13 feet of groundwater elevation at the Key Well.
 - Producer Cyclic Storage – 55,000 AF
 - MWD Cyclic Storage (for UD RDA delivery) – 32,000 AF
 - Other Cyclic Storage – 20,000 AF

Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of September 26, 2023
 - ❖ Average rainfall from July 1st through September 30th of each year is 0.40 inches.
 - ❖ Rainfall during July 1, 2023 through September 26, 2023 is 3.04 inches, which is 760 percent of average.
 - ❖ Rainfall during July 1, 2022 through June 30, 2023 was 28.06 inches, which was 155 percent of average.
- Los Angeles Civic Center as of September 26, 2023
 - ❖ Average rainfall from July 1st through September 30th of each year is 0.27 inches.
 - ❖ Rainfall during July 1, 2023 through September 26, 2023 is 3.02 inches which is 1,119 percent of average.
 - ❖ Rainfall during July 1, 2022 through June 30, 2023 was 28.40 inches, which was 188 percent of average.

✚ Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
 - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,475 acre-feet.
 - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 44,044 acre-feet.
 - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 28,736 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment.
 - ❖ Total storage capacity is 83,255 acre-feet.
 - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
 - ❖ Combined storage as of September 26, 2023 was 10,690 acre-feet (about 13 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 97 cfs and release was 94 cfs as of September 26, 2023.
 - ❖ Morris Reservoir inflow was 91 cfs and release was 20 cfs as of September 26, 2023.

✚ Untreated Imported Water Deliveries

- Upper District
 - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day).
 - ❖ During August 2023, Upper District delivered 6,857 acre-feet through USG-3.
 - ❖ During September 2023, Upper District delivered approximately 4,600 acre-feet through USG-3, as of September 26, 2023.
- Three Valleys District
 - ❖ During August 2023, Three Valleys District did not make deliveries through PM-26.
 - ❖ During September 2023, Three Valleys District does not plan to make deliveries through PM-26.
 - ❖ During August 2023, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
 - ❖ During September 2023, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon

- San Gabriel District
 - ❖ During August 2023, San Gabriel District delivered 797 acre-feet to the San Dimas Wash, 145 acre-feet to Big Dalton Wash, and 1,171 acre-feet to the San Gabriel Canyon.
 - ❖ During August 2023, San Gabriel District did not make deliveries to the San Gabriel River.
 - ❖ During September 2023, San Gabriel District plans to deliver about 1,900 acre-feet to the San Dimas Wash.
 - ❖ During September 2023, San Gabriel District does not plan to make deliveries to the San Gabriel Canyon and to the San Gabriel River.

✚ **Landfill Report**

- Watermaster staff toured the following landfills during the month of September 2023:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

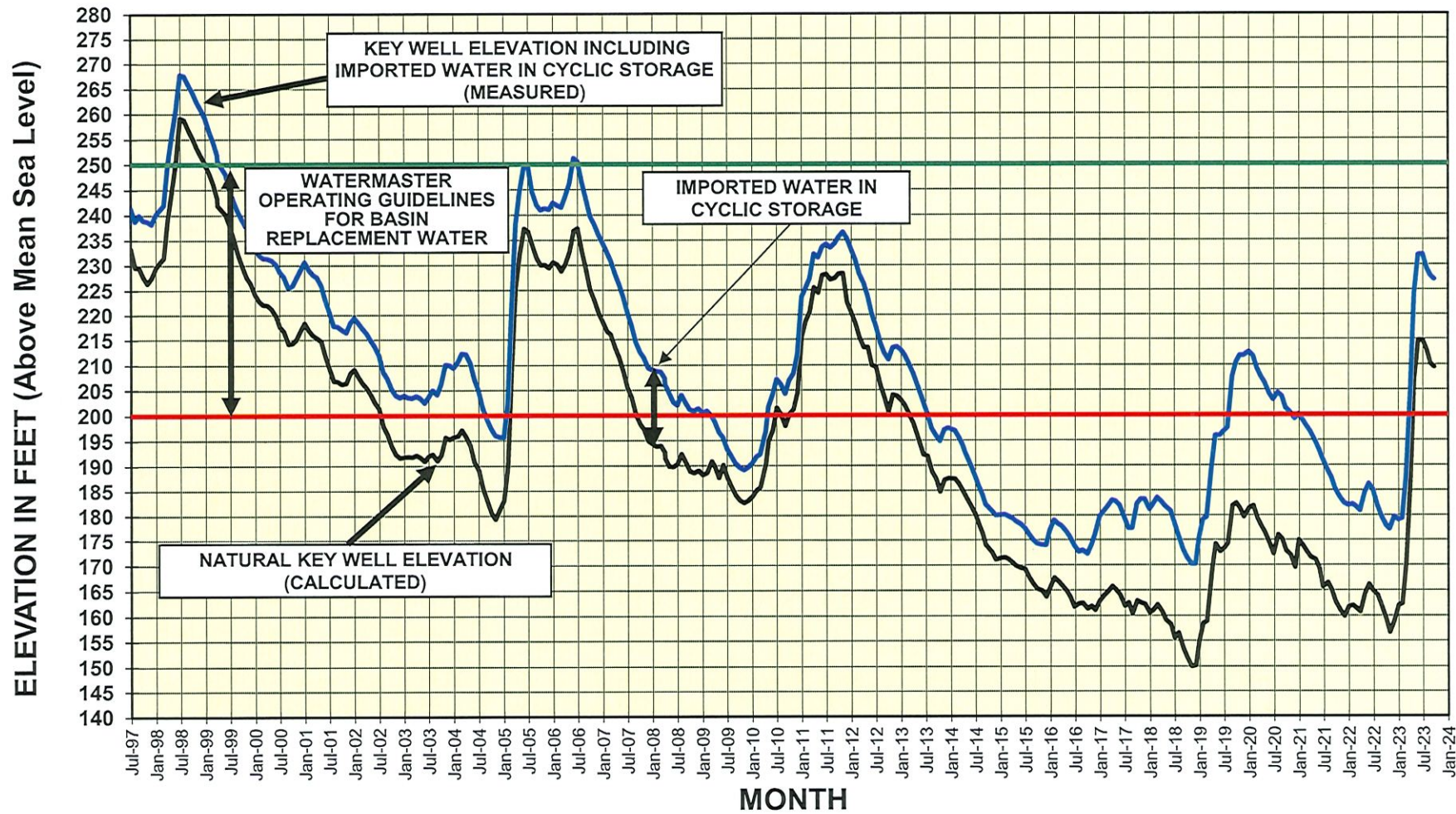
✚ **Water Quality**

- Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW pursuant to Title 22 (Water quality data collected through Main San Gabriel Basin Watermaster's Basinwide Groundwater Quality Monitoring Program)
 - ❖ During September 2023, 21 wells were sampled under Title 22
 - ❖ During August 2023, 74 wells were sampled under Title 22
 - ❖ During August 2023, Stetson Engineers Inc. received no public notice of wells shut down due to contamination.
- DDW announced it will be proposing the regulations for hexavalent chromium Maximum Contaminant Level (MCL) of 10 part per billion (ppb) with a notice of a public hearing to receive public comments regarding the proposed regulations of the hexavalent chromium MCL.
 - ❖ DDW is proposing a compliance schedule based on system size:
 - Systems with more than 10,000 service connections would be required to comply with the MCL within 2 years of rule adoption.
 - Systems with 1,000 to 10,000 service connections would be required to comply with the MCL within 3 years of rule adoption.
 - Systems with less than 1,000 service connections would be required to comply with the MCL within 4 years of rule adoption.
- DDW announced, it has proposed revised notification level (NL) of 20 ppb and response levels of 200 ppb for manganese based on toxicological endpoints. The current NL for manganese is 500 ppb and the secondary MCL for manganese is 50 ppb.

- ❖ Manganese is a secondary standard and is sampled by the Producer as part of the triennial General Mineral / General Physicals (GM/GP) sampling. Watermaster does not sample for manganese.

- DDW has issued the notification level (NL) for perfluorohexane sulfonic acid (PFHxS) at 3 parts per trillion (ppt) and the response level at 20 ppt under the recommendation by The Office of Environmental Health Hazard Assessment (OEHHA).
 - ❖ Detections of PFHxS above 2 ppt have been found in the Main San Gabriel Basin.

- United States Environmental Protection Agency (EPA) has updated Health Advisories on Per- and Polyfluoroalkyl Substances (PFAS).
 - ❖ Interim Health Advisories
 - Perfluorooctanoic Acid (PFOA)
 - Perfluorooctane sulfonate (PFOS)
 - ❖ Final Health Advisories
 - GenX chemicals (PFOA replacement)
 - Perfluorobutane sulfonic acid (PFBS) (PFOS replacement)
 - ❖ For PFOA and PFOS, some negative health effects may occur at concentrations that are near zero and below our ability to detect at this time.
 - ❖ The lower the level of these chemicals in drinking water, the lower the risk to public health.
 - PFOA - Health Advisory Value - 0.004 ppt (Interim), Minimum Reporting Level – 4 ppt
 - PFOS - Health Advisory Value - 0.02 ppt (Interim), Minimum Reporting Level – 4 ppt
 - GenX Chemicals - Health Advisory Value - 10 ppt (Final), Minimum Reporting Level – 5 ppt
 - PFBS - Health Advisory Value – 2,000 ppt (Final), Minimum Reporting Level – 3 ppt

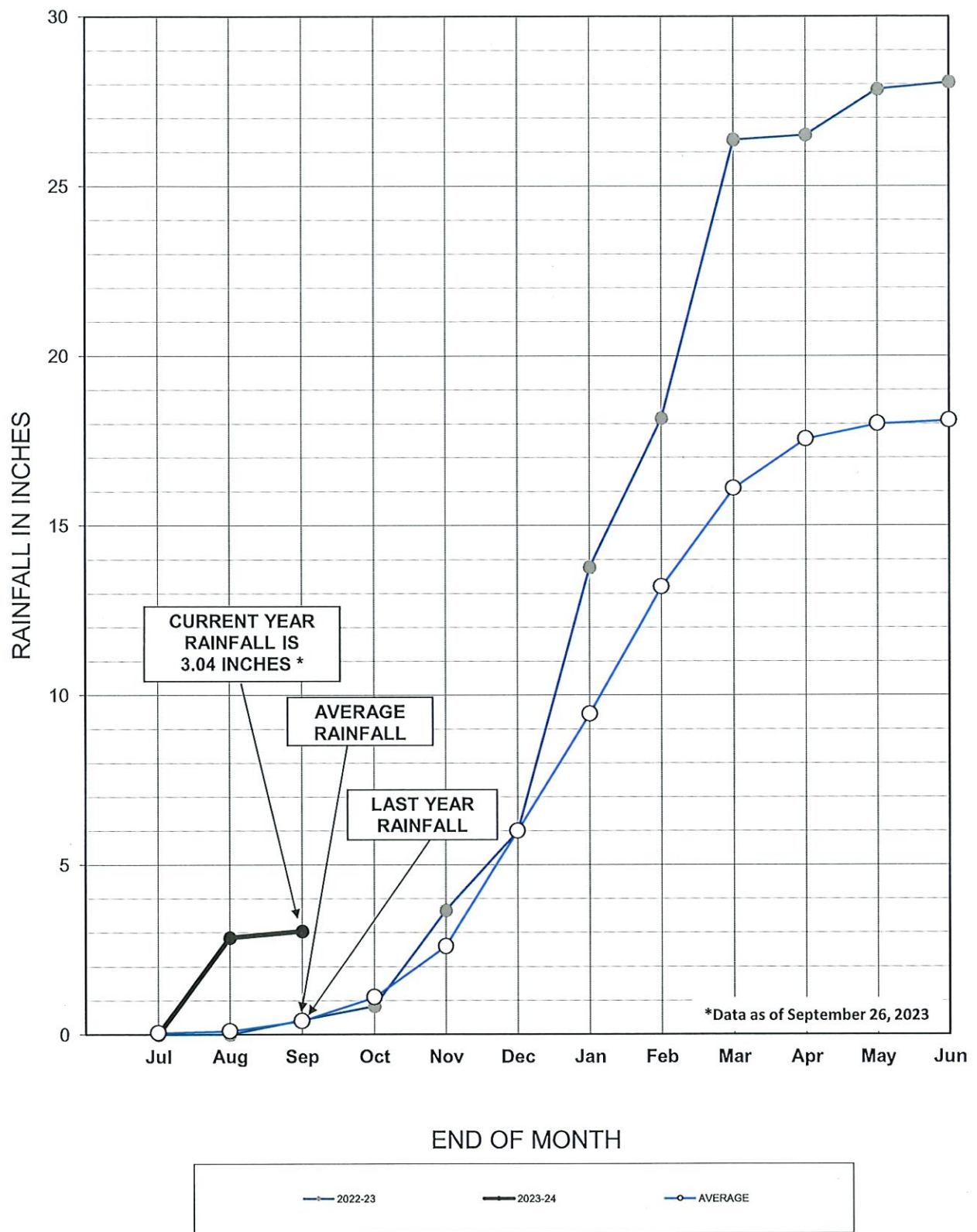


MAIN SAN GABRIEL BASIN WATERMASTER



**MainSanGabrielBasin
WATERMASTER**

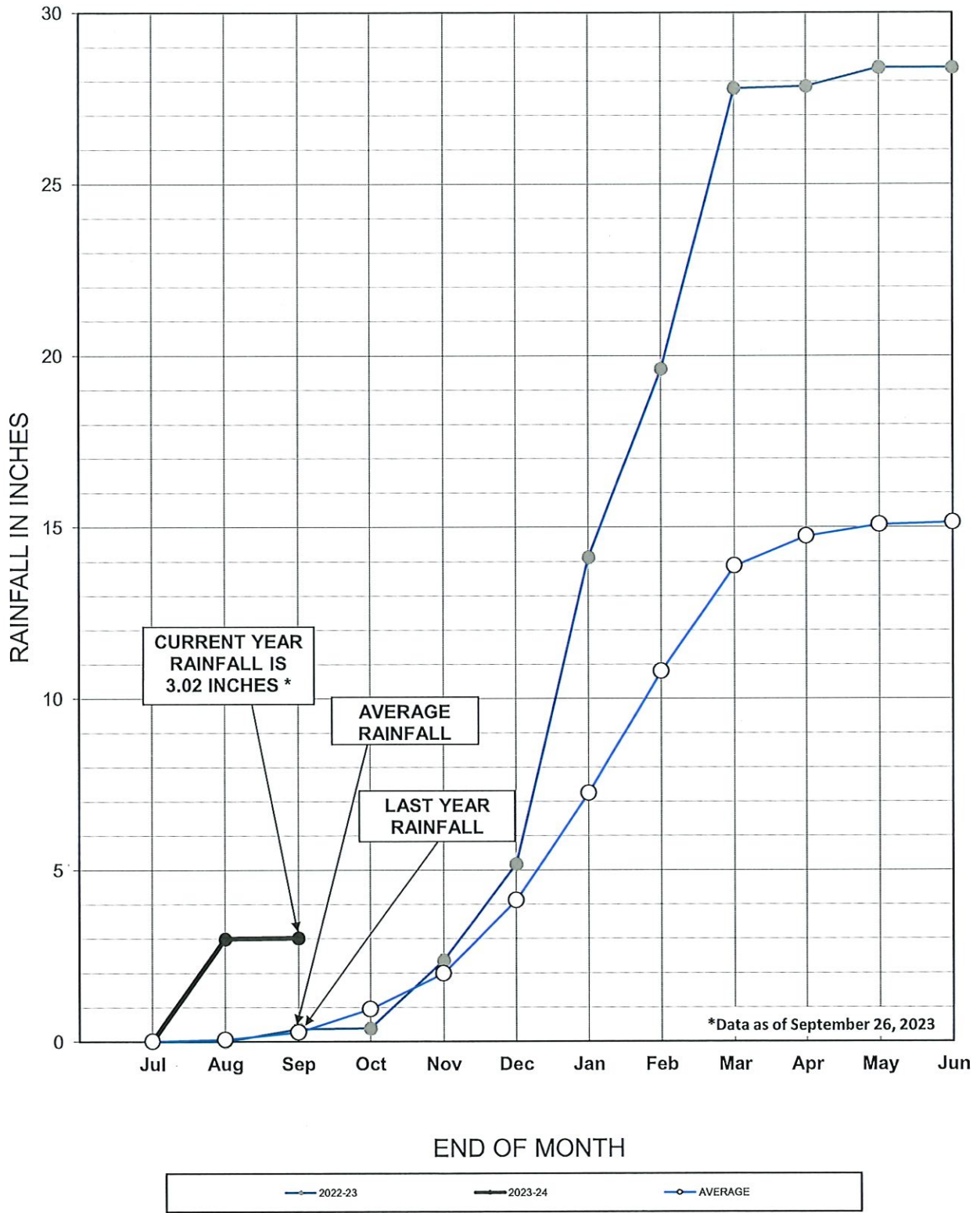
**BALDWIN PARK KEY WELL
GROUNDWATER ELEVATION**



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT PUDDINGSTONE DAM (STATION NO. 96-C)**



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT LOS ANGELES CIVIC CENTER**

Attachment 7

Employee	No.	Hourly Rate (incl. payroll taxes)	OT Hourly (incl. payroll taxes)	Benefits per Hour (w/out PERS)	CalPERS per Hour	Wages, Benefits, & CalPERS Hourly
General Manager	40	\$ 121.71		\$ 18.78	\$ 5.70	\$ 146.18
Operations & Maintenance Superintendent	46	73.30		15.04	18.61	106.95
Lead Customer Service & Accounting Clerk	11	48.67	73.01	19.30	12.36	80.34
Customer Service & Accounting Clerk II	33	36.61	54.92	18.05	2.61	57.28
Customer Service & Accounting Clerk I	50	28.39	42.58	15.99	2.03	46.40
Distribution Supervisor	7	58.20	87.29	17.90	14.78	90.87
Water Treatment & Supply Superintendent	12	70.09	105.13	26.05	17.80	113.94
Water System Operator I	49	36.39	54.58	9.43	2.60	48.41
Lead Water System Operator	15	53.90	80.84	20.94	13.69	88.52
Water System Operator I	53	36.39	54.58	17.37	2.60	56.35
Water System Operator I	48	37.09	55.64	9.53	2.65	49.27
Water System Operator I	22	40.70	61.05	19.18	10.34	70.22
Customer Service & Accounting Clerk I	55	27.88	41.81	3.79	1.99	33.65
Water System Maintenance Worker	57	30.83	46.25	4.00	2.20	37.03
Water System Maintenance Worker	56	30.83	46.25	4.00	2.20	37.03
Lead Water System Operator	38	51.69	77.53	19.77	3.69	75.14
HR Coordinator/Admin Assistant	54	43.76	65.64	10.84	3.12	57.72



Item 7
Financial Reports



**Summary of Cash and Investments
October 2023**

La Puente Valley County Water District

Investments	Interest Rate (Apportionment Rate)	Beginning Balance	Receipts/ Change in Value	Disbursements/ Change in Value	Ending Balance
Local Agency Investment Fund	3.590%	\$ 3,824,227.52	\$ 34,497.60	\$ -	\$ 3,858,725.12
Raymond James Financial Services		\$ 512,345.97	\$ 1,738.32	\$ 612.50	\$ 514,696.79
Checking Account					
Well Fargo Checking Account (per General Ledger)		\$ 776,041.13	\$ 526,375.38	\$ 615,219.38	\$ 687,197.13
District's Total Cash and Investments:					\$ <u>5,060,619.04</u>

Industry Public Utilities

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 1,063,767.06	\$ 318,772.05	\$ 94,271.55	\$ 1,288,267.56
IPU's Total Cash and Investments:				\$ <u>1,288,267.56</u>

Puente Valley Operable Unit

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 1,218,231.38	\$ -	\$ 172,435.62	\$ 1,045,795.76
PVOU's Total Cash and Investments:				\$ <u>1,045,795.76</u>

I certify that; (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy as set forth in Resolution No. 237 and, (2) the District will meet its expenditure obligations for the next six (6) months.

Roy Frausto

, General Manager

Date: 11/30/23



La Puente Valley County Water District Statement of Revenues & Expenses Summary

For the Period Ending October 31, 2023
(Unaudited)

	LPVCWD	BPOU				
	YTD 2023	YTD 2023	YTD 2023	BUDGET 2023	83% OF BUDGET	2022 YEAR-END
Revenues						
Operational Rate Revenues	\$ 2,180,366	\$ -	\$ 2,180,366	\$ 2,601,400	84%	\$ 2,660,795
Operational Non-Rate Revenues	1,407,998	1,345,074	2,753,073	3,396,382	81%	3,016,100
Non-Operational Revenues	407,153	-	407,153	477,100	85%	446,089
Total Revenues	3,995,518	1,345,074	5,340,592	6,474,882	82%	6,122,984
Expense						
Salaries & Benefits	1,902,708	244,794	2,147,501	2,638,000	81%	2,312,176
Supply & Treatment	1,099,619	958,046	2,057,665	2,378,080	87%	2,228,722
Other Operating Expenses	252,162	123,508	375,670	510,300	74%	425,845
General & Administrative	348,313	18,727	367,040	466,000	79%	334,756
Total Expense	3,602,802	1,345,074	4,947,876	5,992,380	83%	5,301,500
Net Income from Operations	392,716	-	392,716	482,502	81%	821,484
Less: Capital Expenses	(433,711)	-	(433,711)	(2,557,255)	17%	(1,332,244)
Net Income After Capital	(40,995)	-	(40,995)	(2,074,753)	2%	(510,760)
Other Funding & Debt Service						
Capital Reimbursement (OU Projects)	-	-	-	607,700	0%	10,368
Grant Revenues	1,275,000	-	1,275,000	1,275,000	100%	224,070
Loan Payment (Interest & Principal)	(199,453)	-	(199,453)	(198,500)	100%	(254,330)
Cyclic Storage Purchases						
Prepaid Inventory Purchases	-	-	-	(100,000)	0%	-
Change in Cash	1,034,553	-	1,034,553	(490,553)	N/A	(530,653)
Add: Capital Assets (District-Funded)	309,017	-	309,017	674,555	46%	1,097,807
Add: Debt Principal	120,573	-	120,573	120,600	100%	173,631
Add: Prepaid Inventory	-	-	-	100,000	0%	-
Less: Depreciation Expense	(375,000)	(87,500)	(462,500)	(555,000)	83%	(416,242)
Net Income / (Loss)	\$ 1,089,143	\$ (87,500)	\$ 1,001,643	\$ (150,398)		\$ 324,543

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District

Statement of Revenues & Expenses

For the Period Ending October 31, 2023
(Unaudited)

	October 2023	YTD 2023	BUDGET 2023	83% OF BUDGET	2022 YEAR-END
Operational Rate Revenues					
Water Sales	\$ 188,707	\$ 1,266,848	\$ 1,511,400	84%	\$ 1,603,280
Service Charges	82,340	754,318	908,800	83%	861,022
Surplus Sales	6,022	57,749	60,000	96%	73,612
Customer Charges	2,922	31,483	40,000	79%	44,983
Fire Service	12,439	68,729	80,700	85%	76,533
Miscellaneous Income (Cust. Charges)	124	1,240	500	248%	1,364
Total Operational Rate Revenues	292,555	2,180,366	2,601,400	84%	2,660,795
Operational Non-Rate Revenues					
Management Fees	9,104	428,372	537,202	80%	282,202
IPU Service Fees (Labor)	61,906	628,498	777,500	81%	770,103
BPOU Service Fees (Labor)	26,906	244,794	324,480	75%	315,465
PVOU IZ Service Fees (Labor)	36,174	325,355	307,500	106%	201,875
PVOU SZ Service Fees (Labor)	7,269	20,855	158,000	13%	-
Other O&M Fees	-	4,919	9,300	53%	12,686
Total Operational Non-Rate Revenues	141,358	1,652,792	2,113,982	78%	1,582,332
Non-Operational Revenues					
Taxes & Assessments	-	199,549	321,100	62%	351,827
Rental Revenue	3,507	34,764	41,000	85%	40,562
Interest Revenue	34,498	71,616	35,000	205%	36,028
Market Value Adjustment	-	-	-	N/A	(42,921)
PVOU Revenue	9,870	90,598	-	N/A	-
Miscellaneous Income	289	3,378	80,000	4%	4,671
Developer Fees	-	7,248	-	N/A	55,923
Total Non-Operational Revenues	48,164	407,153	477,100	85%	446,089
Total Revenues	482,076	4,240,311	5,192,482	82%	4,689,216
Supply & Treatment					
Purchased & Leased Water	275,450	620,918	618,680	100%	411,430
Power	10,895	111,629	250,000	45%	117,907
Treatment Plant Power	-	-	-	N/A	-
Treatment Plant Power	6,221	59,256	-	N/A	64,340
Power	17,116	170,885	250,000	68%	182,246
Assessments	-	298,383	333,300	90%	334,649
Treatment	909	8,523	6,000	142%	6,094
Well & Pump Maintenance	-	911	60,000	2%	47,574
Total Supply & Treatment	\$ 293,475	\$ 1,099,619	\$ 1,267,980	87%	\$ 981,993

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La Puente Valley County Water District
Statement of Revenues & Expenses
For the Period Ending October 31, 2023
(Unaudited)

	October 2023	YTD 2023	BUDGET 2023	83% OF BUDGET	2022 YEAR-END
Salaries & Benefits					
Total District Wide Labor	\$ 145,141	\$ 1,378,597	\$ 1,577,000	87%	\$ 1,405,143
Directors Fees & Benefits	9,987	72,947	115,000	63%	82,983
Benefits	27,414	288,597	405,000	71%	318,111
OPEB Payments	9,131	85,211	110,000	77%	82,228
OPEB Trust Contributions	-	15,000	60,000	25%	100,000
Payroll Taxes	10,588	108,003	122,000	89%	108,430
CalPERS Retirement (Normal Costs)	21,544	134,401	184,000	73%	142,703
CalPERS Unfunded Accrued Liability	-	64,746	65,000	100%	72,578
Total Salaries & Benefits	223,805	2,147,501	2,638,000	81%	2,312,176
District Salaries & Benefits (Informational Only)					
Less: Labor Service Revenue	(132,255)	(1,219,501)	(1,567,480)	78%	(1,287,443)
Net District Salaries & Benefits	91,550	928,000	1,070,520	87%	1,024,733
Other Operating Expenses					
General Plant	8,093	25,950	60,000	43%	36,312
Transmission & Distribution	51,321	110,899	120,000	92%	106,380
Vehicles & Equipment	7,408	46,007	65,000	71%	32,428
Field Support & Other Expenses	3,993	46,415	60,000	77%	49,250
Regulatory Compliance	1,088	22,890	55,000	42%	35,582
Total Other Operating Expenses	71,904	252,162	360,000	70%	259,952
General & Administrative					
District Office Expenses	2,187	43,906	55,000	80%	47,256
Customer Accounts	1,407	24,734	32,000	77%	31,415
Insurance	8,491	67,485	82,000	82%	75,522
Professional Services	3,656	124,483	160,000	78%	78,303
Training & Certification	3,127	29,059	45,000	65%	28,977
Public Outreach & Conservation	159	21,522	25,000	86%	19,358
Other Administrative Expenses	14,019	37,125	45,000	82%	32,779
Total General & Administrative	33,046	348,313	444,000	78%	313,610
Total Expense	622,230	3,847,595	4,709,980	82%	3,867,731
Net Income from Operations	\$ (140,153)	\$ 392,716	\$ 482,502	81%	\$ 821,484

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La Puente Valley County Water District
Statement of Revenues & Expenses
For the Period Ending October 31, 2023
(Unaudited)

	October 2023	YTD 2023	BUDGET 2023	83% OF BUDGET	2022 YEAR-END
Capital Expenses					
Nitrate Treatment System	\$ -	\$ (124,693)	\$ (954,355)	13%	\$ (1,099,565)
Recycled Water System - Phase 1	(2,301)	(25,006)	(246,700)	10%	(23,726)
Hudson Ave Pumping Improvements	-	(6,868)	(542,700)	1%	(10,368)
SCADA Improvements	-	(1,149)	(40,000)	3%	(3,125)
Service Line Replacements	-	(32,357)	(65,000)	50%	(45,475)
Valve Replacements	(10,876)	(10,876)	(40,000)	27%	(26,805)
Fire Hydrant Repair/Replacements	-	(23,283)	(38,500)	60%	(9,754)
LP CIWS Interconnection (Ind. Hills)	-	-	(65,000)	0%	-
Well 2 Rehabilitation	-	-	(200,000)	0%	-
Fleet Trucks	(165,349)	(209,477)	(230,000)	91%	-
Dump Truck	-	-	-	N/A	(111,713)
Other Field Equipment	-	-	(15,000)	0%	-
Ferrero/Rorimer St. Project	-	-	(120,000)	0%	-
Meter Replacement/Reading Equipment	-	-	-	N/A	(1,715)
Total Capital Expenses	(178,526)	(433,711)	(2,557,255)	17%	(1,332,244)
Net Income / (Loss) After Capital	(318,679)	(40,995)	(2,074,753)	-2%	(510,760)
Other Funding & Debt Service					
Capital Reimbursement (OU Projects)	-	-	607,700	0%	10,368
Grant Revenues	-	1,275,000	1,275,000	100%	224,070
Loan Payment - Interest	-	(78,880)	(77,900)	101%	(80,699)
Loan Payment - Principal	-	(120,573)	(120,600)	100%	(173,631)
Cyclic Storage Purchases					
Prepaid Inventory Purchases	-	-	(100,000)	0%	-
Cash Increase / (Decrease)	(318,679)	1,034,553	(490,553)	211%	(530,653)
Add: Capitalized Assets (District-Funded)	178,526	309,017	674,555	46%	1,097,807
Add: Debt Principal	-	120,573	120,600	100%	173,631
Add: Prepaid Inventory	-	-	100,000	0%	-
Less: Depreciation Expense	(37,500)	(375,000)	(450,000)	83%	(416,242)
Net Income / (Loss)	\$ (177,653)	\$ 1,089,143	\$ (45,398)		\$ 324,543

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Treatment Plant (BPOU)

Statement of Revenues & Expenses

For the Period Ending October 31, 2023
(Unaudited)

	October 2023	YTD 2023	BUDGET 2023	83% OF BUDGET	2022 YEAR-END
Operational Non-Rate Revenues					
Reimbursements from CR's	98,575	1,100,281	\$ 1,606,880	68%	1,433,768
Total Operational Non-Rate Revenues	98,575	1,100,281	1,606,880	68%	1,433,768
Labor & Benefits					
BPOU TP Labor	26,906	244,794	324,480	75%	315,465
Total Labor & Benefits	26,906	244,794	324,480	75%	315,465
Supply & Treatment					
NDMA, 1,4-Dioxane Treatment	43,881	275,830	229,900	120%	213,956
VOC Treatment	-	13,057	23,300	56%	25,563
Perchlorate Treatment	2,993	314,446	437,800	72%	528,865
Other Chemicals	1,789	7,080	67,900	10%	26,263
BPOU Plant Power	33,839	326,960	303,200	108%	355,444
Power TP 1	18,412	179,528	-		208,223
Power TP 2	15,427	147,432	-		147,222
BPOU Plant Maintenance	7,067	20,090	48,000	42%	63,346
Well & Pump Maintenance	-	581	-	N/A	33,292
Total Supply & Treatment	89,568	958,046	1,110,100	86%	1,246,729
Other Operating Expenses					
Contract Labor	-	-	20,000	0%	4,822
General Plant	1,926	25,960	15,000	173%	32,634
Transmission & Distribution	95	95	-	N/A	95
Vehicles & Equipment	890	11,968	14,300	84%	12,371
Regulatory Compliance	6,096	85,485	101,000	85%	115,971
Total Other Operating Expenses	9,007	123,508	150,300	82%	165,893
General & Administrative					
District Office Expenses	-	31	2,500	1%	-
Insurance	-	10,258	12,000	85%	13,484
Professional Services	-	8,438	7,500	113%	7,663
Total General & Administrative	-	18,727	22,000	85%	21,147
Total Expense	125,480	1,345,074	1,606,880	84%	1,749,234
Total Expense (excluding Labor)	98,575	1,100,281	1,282,400	86%	1,433,768
Operational Net Income	-	-	-		-
Less: Depreciation Expense	(8,750)	(87,500)	(105,000)	83%	(105,000)
Net Income / (Loss)	\$ (8,750)	\$ (87,500)	\$ (105,000)	83%	\$ (105,000)

(1) Labor costs are equal to the amount of labor billed to the Baldwin Park Operable Unit (BPOU) in which the District receives reimbursement for as shown on Table 1.5 in operational non-rate revenue (BPOU Service Fees).

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INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending October 31, 2023

(Unaudited)

FISCAL

October
2023

YTD
2023/24

BUDGET
2023/24

33% OF
BUDGET

YEAR END FY
2022/23

REVENUE

Operational Revenue	\$ 162,917	\$ 830,871	\$ 2,286,800	36%	\$ 2,189,652
Non-Operational Revenue	-	-	82,300	0%	69,760

TOTAL REVENUES

162,917 830,871 2,369,100 35% 2,259,411

EXPENSE

Salaries & Benefits	61,906	239,482	790,200	30%	769,197
Supply & Treatment	26,961	108,500	860,600	13%	659,665
Other Operating Expense	7,927	36,058	250,000	14%	284,366
General & Administrative	25,453	110,705	352,200	31%	306,915
System Improvements & Miscellaneous	-	1,149	116,000	1%	93,641

TOTAL EXPENSE

122,247 495,894 2,369,000 21% 2,113,783

NET INCOME / (LOSS)

40,669 334,976 100 145,628

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending October 31, 2023

(Unaudited)

	October 2023	FISCAL YTD 2023/24	BUDGET 2023/24	33% OF BUDGET	YEAR END FY 2022/23
Operational Revenues					
Water Sales	\$ 90,475	\$ 515,976	\$ 1,322,500	39%	\$ 1,258,012
Service Charges	62,223	246,163	750,700	33%	727,699
Customer Charges	2,723	13,155	43,000	31%	42,587
Fire Service	7,496	55,577	170,600	33%	161,354
<i>Total Operational Revenues</i>	162,917	830,871	2,286,800	36%	2,189,652
Non-Operational Revenues					
Contamination Reimbursement	-	-	82,300	0%	69,760
<i>Total Non-Operational Revenues</i>	-	-	82,300	0%	69,760
TOTAL REVENUES	162,917	830,871	2,369,100	35%	2,259,411
Salaries & Benefits					
Administrative Salaries	22,736	83,923	258,853	32%	258,574
Field Salaries	20,424	81,599	263,393	31%	266,182
Employee Benefits	10,327	39,233	152,954	26%	133,488
Pension Plan	5,510	21,986	73,000	30%	70,311
Payroll Taxes	2,909	11,164	36,000	31%	35,466
Workers Compensation	-	1,576	6,000	26%	5,176
<i>Total Salaries & Benefits</i>	61,906	239,482	790,200	30%	769,197
Supply & Treatment					
Purchased Water - Leased	-	-	348,250	0%	229,096
Purchased Water - Other	1,294	5,256	20,000	26%	14,110
Power	19,049	90,008	205,000	44%	167,911
Assessments	6,618	13,236	265,350	5%	235,610
Treatment	-	-	7,000	0%	5,498
Well & Pump Maintenance	-	-	15,000	0%	7,439
<i>Total Supply & Treatment</i>	26,961	108,500	860,600	13%	659,665
Other Operating Expenses					
General Plant	348	2,954	45,000	7%	34,783
Transmission & Distribution	4,191	16,475	85,000	19%	125,255
Vehicles & Equipment	-	131	40,000	0%	45,702
Field Support & Other Expenses	2,117	11,303	42,000	27%	43,765
Regulatory Compliance	1,273	5,196	38,000	14%	34,861
<i>Total Other Operating Expenses</i>	7,927	36,058	250,000	14%	284,366

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending October 31, 2023

(Unaudited)

	October 2023	FISCAL YTD 2023/24	BUDGET 2023/24	33% OF BUDGET	YEAR END FY 2022/23
General & Administrative					
Management Fee	-	51,260	207,200	25%	203,030
Office Expenses	1,661	9,516	29,000	33%	37,110
Insurance	19,602	20,756	19,500	106%	21,305
Professional Services	-	14,421	45,000	32%	6,396
Customer Accounts	3,663	10,395	33,000	31%	32,189
Public Outreach & Conservation	300	3,954	12,000	33%	4,872
Other Administrative Expenses	228	403	6,500	6%	2,012
<i>Total General & Administrative</i>	25,453	110,705	352,200	31%	306,915
Other Exp. & System Improvements (Water Ops Fund)					
Fire Hydrant Repair/Replace	-	-	28,000	0%	10,076
Service Line Replacements	-	-	30,000	0%	36,461
Valve Replacements & Installations	-	-	28,000	0%	21,461
SCADA Improvements	-	1,149	30,000	4%	2,575
Groundwater Treatment Facility Feas. Study	-	-	-	N/A	15,167
Fence at the Plant	-	-	-	N/A	7,900
<i>Total Other & System Improvements</i>	-	1,149	116,000	1%	93,641
TOTAL EXPENSES	122,247	495,894	2,369,000	21%	2,113,783
NET INCOME / (LOSS)	40,669	334,976	100		145,628



Item 8
Budget Workshop



**Item 9
Action / Discussion
Items**

Memo



Date: December 11, 2023
To: Honorable Board of Directors
Subject: Cancelling the December 25, 2023, Regular Meeting of the Board of Directors

Summary

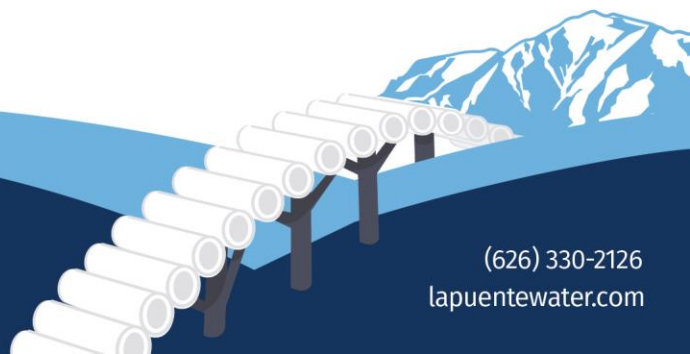
The Regular Meeting of the Board of Directors scheduled for Monday, December 25, 2023, coincides with the Christmas holiday, in which the District will be closed.

Staff recommends that the Board consider cancelling this regular meeting.

Thank you,

A handwritten signature in blue ink, appearing to read "Roy Frausto".

Roy Frausto
General Manager



STAFF REPORT



Meeting Date: December 11, 2023
 To: Honorable Board of Directors
 Subject: VOC Treatment System Vapor Phase Carbon Replacement Services

Purpose - *To secure services for the replacement of 27,000 lbs. of vapor phase carbon at the District’s Treatment Plant.*

Recommendation - *Authorize the General Manager to proceed with the work as specified in the proposal provided by Carbon Activated for the amount of \$28,001.70.*

Fiscal Impact - *The 2023 Treatment Plant Budget appropriates \$23,290.00 for VOC Treatment, which includes an estimated 27,000 lbs. of vapor phase carbon to be replaced in 2023. The low bid from Carbon Activated is over the Budget appropriation for this expense category by \$4711.70. **The cost for the vapor phase carbon replacement services is a BPOU Project expense and shall be 100% reimbursed by the Cooperating Respondents.***

Summary

The District treats groundwater for VOC contamination through the operation of two air-stripping towers. As VOC contamination is removed from the water by this technology, the VOCs must then be removed from the air that passes through the air strippers before being released into the atmosphere. This is accomplished by the use of adsorber vessels that utilize granular activated vapor phase carbon to treat this airflow. Based on air quality monitoring, the carbon in the vessels must be replaced to ensure adequate treatment capacity of the carbon beds.

The last carbon replacement was performed in December 2022. At that time, both Air Stripper No. 1 and No. 2 carbon beds were changed out. Based on the most recent air quality monitoring results, it is now time to replace the carbon. Staff sent out a notice inviting bids to three vapor phase carbon suppliers. Bids were due November 17, 2023. Two suppliers submitted bids, which are summarized in the table below. As shown in the table, Carbon Activated is the apparent low bidder.

	4 x 8 Reactivated Coconut GAC		
Supplier	Carbon Activated	Evoqua	Calgon
Quantity (lbs.)	27,000	27,000	
Tax	Included	Included	
Total Cost	\$28,001.70	\$55,569.21	
Total Cost/lb.	\$1.037	\$2.058	No Bid Submitted

Fiscal Impact

The cost for the vapor phase carbon replacement services is a BPOU Project expense and shall be 100% reimbursed by the Cooperating Respondents. The 2023 Treatment Plant Budget appropriates \$23,290.00 for VOC Treatment, which includes an estimated 27,000 lbs. of carbon to be replaced in 2023. The bid from Carbon Activated is for \$28,001.70. Therefore, this bid is over the Budget for this expense category by \$4711.70.

Recommendation

Staff requests the Board authorize the General Manager to proceed with the work as specified in the proposal submitted by Carbon Activated for Vapor Phase Carbon Replacement Services.

Respectfully Submitted,



Cesar A. Ortiz

Water Treatment & Supply Superintendent

Attachments

- *Carbon Activated – Vapor Phase Carbon Proposal*

12.3 Granular Activated Carbon - Vapor Phase

	<u>4 x 8 Reactivated Coconut GAC</u>	
Quantity (lbs) :	27,000	
Unit Price ^[1] :	\$ 1.0371	per pound
Tax :	\$ 0.00	Recycled GAC is not Taxed
Energy Surcharge :	\$ 0.00	Included
Other ^[2] :	\$ 0.00	None
<u>Total Unit Cost</u> :	\$ 28,001.70	

Notes:

[1] Cost includes, but is not limited to transport, delivery, and loading as specified in this RFP.

[2] If not included in the 'Unit Price', please indicate cost for additional items, if including during typical carbon service (i.e. inspection, equipment rentals, etc.).

Please list additional items included during typical carbon service (inspection, equipment rentals, etc.) and items that may not necessarily be included during typical carbon service (i.e. confined space entry, waste profile, equipment rentals, additional hauling, etc.). If costs have not already been included in the previous bid schedule table, please provide costs for these additional items.

<u>Items Included during Typical Carbon Service</u>	<u>Cost</u>
3) Vessel Inspection	Included
4) Equipment Rentals	Included
5) Other (please indicate):	None
<u>Items Not Necessarily Included during Typical Carbon Service</u>	<u>Cost</u>
6) Confined Space Entry	Included
7) Additional Hauling	Included
8) Equipment Rentals	Included
9) Other (please indicate):	None

Provide the adsorption capacity and pressure drop information for the vapor phase carbon.

	<u>Reactivated Coconut GAC</u>	
Adsorption Capacity (lbs of VOC per 1,000 lbs of GAC) :	300 pounds	
Pressure Drop Across GAC Bed (inches WC) :	2.2 WC @ 50 FT/MIN	



COC-RL 50 (4X8 mesh)

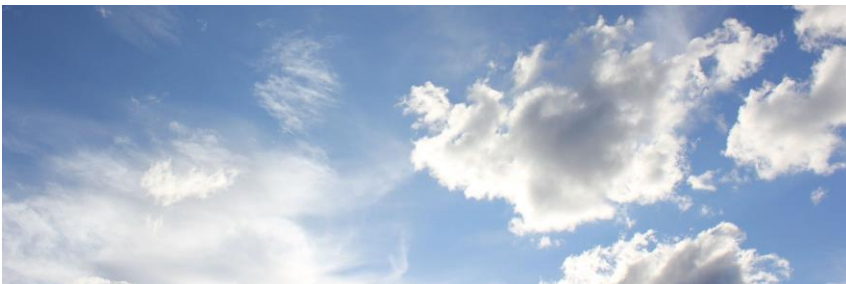
VAPOR PHASE REACTIVATED COCONUT SHELL CARBON

COC-RL50 is coconut shell granular activated carbon (GAC) from non-hazardous Vapor Treatment Plants which has been thermally reactivated. After the reactivation process, the product is screened to ASTM standards for 4X8 mesh size then tested to ensure it meets the specifications shown below. COC-RL50 features a high-density, large micropore volume and high surface area. It's commonly used for vapor extraction systems, in air strippers for ground water treatment, and for vapor phase waste water applications. In properly-designed systems, COC-RL50 will effectively remove chlorine, chloramines, lead, TCE, PCE, THM's, Phenols, pesticides, and other compounds.



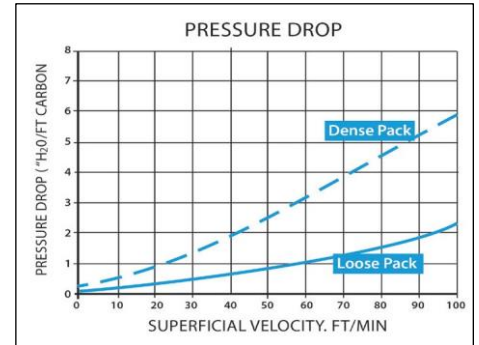
TYPICAL PHYSICAL PROPERTIES | SPECIFICATIONS

CCl ₄ Activity, Min. (ASTM D-3467)	50
Total Surface Area (BET), m ² /g	900 - 1000
Iodine Number, min. (ASTM D4607)	900 - 1000
Apparent Density (ASTM D-2854), gm/cc	0.45 - 0.48
lb/ft ³	28 - 30
Hardness, Min. (ASTM D-3802)	98
U.S. Standard Sieve Size	4 x 8
Larger than No. 4, Max.	5%
Smaller than No. 6, 8, or 10, Max	5%
Ash, Max (ASTM D-2866)	3-5%
Moisture, Max. (ASTM D-2867)	2%



APPLICATIONS

Used for vapor extraction systems, in air strippers for ground water treatment, and for vapor phase waste water applications



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.





Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T 310.885.4555 | F 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

November 15, 2023

Attn: Cesar Ortiz
La Puente Valley County Water District

Dear Cesar Ortiz:

If we are selected currently we have you on our schedule for December 15th to do both Filters.

This letter is to address our company policy for installation and equipment that we will use on your project removal and loading of your one (1) 7,000-pound and one (1) 20,000-pound Vapor Filter System. Before the removal/reinstallation of the new media process takes place, a meeting will occur between our Lead Technician and your Construction Manager or Treatment Plant Operator to discuss our Removal process, Installation of new Media, Forklift, access Lockout/Tag-out; Confined Space and any other issues either party may have concerned the site or procedures. During the removal and installation process only, Carbon Activated Corp. employees will be used. The below procedures will be done on each Filter Removal and Installation at the beginning of the day.

1. The Lead Technician will then perform a tailgate meeting with Carbon Activated Corp. personnel who are assigned to the removal and installation of the media to discuss the site and safety procedures.
2. After the meeting, the crew will set up our trailer-mounted vacuum system, which moves 12 tons per hour of filter media and dumps it into super sacks for disposal.
3. One technician will operate the Vacuum systems while one person starts vacuuming from the outside of the filter and the other person will help both persons with setting up Super Sacks for spent Carbon or helping the vacuum tech with the hose.
4. When an entry is needed a Trained Confined Space Attendee using our 4-gas detector will take an initial reading of the air inside of the filter if air quality is safe then a Trained Confined Space Entrant crew member will then ascend and start the vacuum Process of the upper/lower layer. All during the removal process the Attendee will continually monitor the air quality and alert both the entrants and Lead Technician if an emergency evacuation is needed.
5. The Lead Technician will keep in close contact with both the Confined Space Entrant and Attendee along with other personnel in the area.

6. After the Filter Media has been removed the Lead Technician will contact your Construction Manager or Operator to inspect the filters. While the inspection is going on the crew will set up for loading using a Reach Forklift starting at the bottom layer since there is no side manway. Once the filters have been released for load the crew will start loading.
7. If entry is needed to level the carbon a trained Confined Space Attendee using our 4-gas detector will take an initial reading of the air inside of the filter if air quality is safe the Trained Confined Space Entrant crew member will then ascend and level the carbon to finish loading or after loading is complete. This is done so each layer will be level for an even flow. All during the loading process or leveling the Attendee will continually monitor the air quality and alert both the entrants and Lead Technician if an emergency evacuation is needed.
8. After we have finished loading the media the Construction Manager or Treatment Plant Operator will be notified for their inspection once he/she is satisfied with the placement of the Filter Media one employee will start cleaning up and putting away all equipment and hoses that were used for the removal or loading of the two filter systems. At the same time, two employees will start loading the Non-Hazardous Spent onto our Flatbed Trailer.

All the above steps will be done at the beginning of each Filter changeout until the project is complete and then the final clean-up will take place and equipment will be removed.

Regards,



Dale Kerr
Operations/Sales





Carbon Activated Corporation
2250 S. Central Avenue, Compton, CA 90220 | T 310.885.4555 | F 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

November 15, 2023

La Puente Valley County Water District

Attn: Cesar Cambero

Subject: La Puente Valley County Water District

CERTIFICATE OF COMPLIANCE AND PRICE GUARANTEE

This is certifying that the 4X8 Reactivated Coconut Shell Granular Activated Carbon that “Carbon Activated Corporation” will supply for your bid titled “Vapor Phase Granular Activated Carbon Purchase and Installation Service” will meet or exceed the physical properties in our Specification sheets and we will perform all duties as described in the Scope of Work in the bid package.

Pricing in this bid is guaranteed for 120 calendar days from the Proposal due date.

Regards

A handwritten signature in blue ink, appearing to read "Dale Kerr", is written over the printed name.

Dale Kerr
Operations

Memo



Date: December 11, 2023
To: Honorable Board of Directors
Subject: 2023 Cost of Living Adjustment

Summary

As customary of this District, a cost-of-living adjustment (COLA) of all District Employees salaries is considered each year. It is the duty of the General Manager to recommend to the Board what increase is in the best interest of the District. This recommendation is based on the increase of the Consumer Price Index (CPI) for urban wage earners and clerical workers in our region and the COLA for Social Security (SS) as a basis of discussion and comparison.

Over this past year, the annual average of the CPI for our region increased by an estimated 2.93% and the SS COLA was set at 3.2%. For your reference, attached is the data from the U.S. Bureau of Labor Statistics detailing the historical CPI for Los Angeles cities with respect to urban wage earners and clerical workers. In addition, I have included a graph depicting the District's COLA calculations and adopted COLA increases for the past several years.

In preparing my recommendation for the 2023 COLA, I analyzed the fiscal impact to the District and ensured that the recommended COLA is financially feasible and ensures employee salaries remain competitive in relation to the job market.

Recommendation

Effective January 1, 2024, the General Manager recommends that a 3% COLA be applied to all employee salaries.

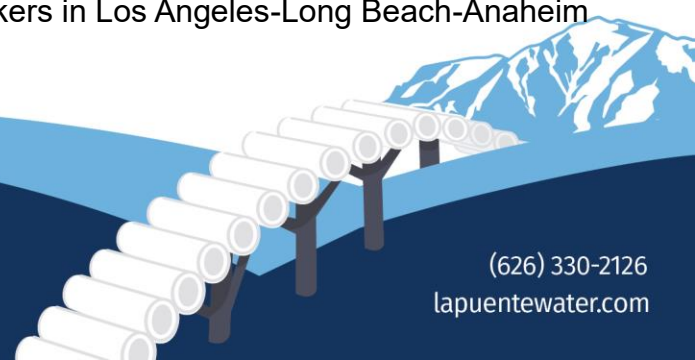
Thank you,

A handwritten signature in blue ink, appearing to read "Roy Frausto".

Roy Frausto
General Manager

Enclosures:

1. CPI Table for Urban Wage Earners and Clerical Workers in Los Angeles-Long Beach-Anaheim
2. Historical COLA Graph



Bureau of Labor Statistics

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	% Change
2008	213.825	214.231	216.493	217.914	219.702	222.435	223.245	221.230	220.285	218.726	214.083	211.007	217.765	217.433	218.096	
2009	212.454	213.234	213.013	213.405	214.446	216.145	216.128	216.628	217.302	217.474	216.618	216.233	215.257	213.783	216.730	-1.15%
2010	217.290	217.090	218.157	218.475	218.787	218.222	218.367	218.752	218.427	219.339	218.694	219.619	218.435	218.004	218.866	1.48%
2011	221.540	222.814	225.770	227.051	226.842	225.461	224.277	224.665	226.096	226.116	225.786	224.444	225.072	224.913	225.231	3.04%
2012	226.245	227.585	230.281	230.023	230.180	228.917	228.446	230.229	231.085	233.431	230.426	228.940	229.649	228.872	230.426	2.03%
2013	230.651	232.983	233.200	232.030	232.387	232.378	232.190	232.245	232.817	232.735	231.598	231.594	232.234	232.271	232.197	1.13%
2014	232.578	233.886	235.500	235.717	236.647	236.880	236.963	236.504	236.451	235.921	233.896	232.330	235.273	235.201	235.344	1.31%
2015	231.063	232.975	235.991	235.697	238.816	237.792	239.889	238.755	237.324	237.472	237.190	236.787	236.646	235.389	237.903	0.58%
2016	238.609	238.262	239.146	239.536	240.320	240.522	240.580	240.267	240.851	241.932	240.809	240.846	240.140	239.399	240.881	1.48%
2017	242.735	244.254	244.932	245.417	246.153	245.900	246.681	247.260	248.550	249.234	249.680	249.854	246.721	244.899	248.543	2.74%
2018	251.785	253.243	254.451	255.379	256.652	256.208	256.632	257.318	258.246	259.899	259.064	258.101	256.415	254.620	258.210	3.93%
2019	259.182	259.734	261.278	264.469	265.283	264.640	265.012	264.687	266.517	269.314	268.041	266.274	264.536	262.431	266.641	3.17%
2020	268.127	268.938	266.964	265.930	267.007	268.118	270.012	270.563	270.257	270.864	270.695	268.928	268.867	262.431	270.426	1.64%
2021	271.129	272.816	274.097	277.126	279.139	280.687	282.271	282.691	283.191	285.973	287.94	288.91	280.498	275.832	285.163	4.33%
2022	291.852	292.690	297.870	299.436	301.960	305.577	304.441	304.137	305.414	307.720	304.902	302.271	301.523	298.231	304.814	7.50%
2023	307.694	306.444	306.331	308.474	309.096	310.540	310.595	312.407	313.451	313.122	313.122	313.122	310.367	308.097	312.637	2.93%

Cost of Living Adjustments 2015 - 2023





2024 ANNUAL CY BUDGET

Ending December 31, 2024

THE LA PUENTE VALLEY COUNTY WATER DISTRICT BOARD OF DIRECTORS AND STAFF ARE DEDICATED TO PROVIDING OUR CUSTOMERS HIGH QUALITY WATER, ALONG WITH COURTEOUS AND RESPONSIVE CUSTOMER SERVICE AT THE MOST REASONABLE COST.

BOARD OF DIRECTORS

Henry P. Hernandez	President
William R. Rojas	Vice-President
David E. Argudo	Director
Cesar J. Barajas	Director
John P. Escalera	Director

Prepared by: Roy Frausto, General Manager

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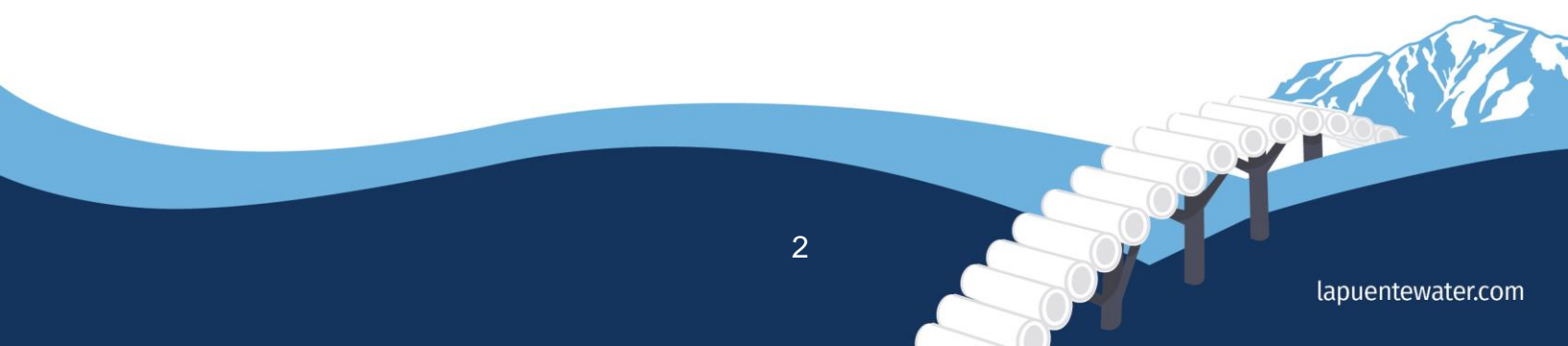
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2024 BUDGET

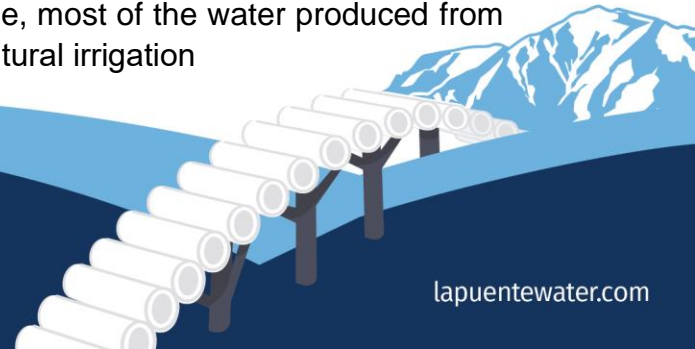
The 2024 Budget has been designed to help fulfill the District's Mission to provide high quality water along with courteous and responsive service at the most reasonable cost to our customers. The Budget is intended to support the priorities and policies of the Board of Directors as reflected in the District's Mission Statement and serve as a policy document, a financial plan, a communications device, and an operations guide. It provides a comprehensive summary of District activities and capital improvement projects proposed for the year ending December 31, 2024. The District is embarking on its District's 100th year of service to the community, which comes with significant challenges. Continued prudent planning of the District is paramount in positioning the District to handle these challenges long into the future.

The District's budget is prepared on a full accrual basis of accounting generally accepted in the United States, which is consistent with the District's audited financial statements. Revenues are recorded at the time they are earned, and expenses are recorded at the time the liability is incurred. The intent of the District is to establish water rates sufficient to provide for payment of all operations and maintenance expenses along with capital improvements. The annual goal is to present a balanced budget (projected expenses equal to or less than projected revenues) to the Board of Directors for adoption.

The preparation and adoption of a comprehensive budget and operating plan is essential for the sound management and financial administration of the District. As an enterprise type of utility, the District is similar to a commercial operation whose expenditures may vary during the year in response to the timing and level of customer service demand. Water service demand is primarily influenced by water consumption practices, weather factors and the continued growth in the number of customers served. Budget objectives must therefore be structured to respond to fluctuating service demands. Activities are projected from historical data as a baseline to determine the appropriate funding level. Decisions made throughout the year by the Board of Directors and the General Manager are balanced between meeting budget objectives and budgetary constraints.

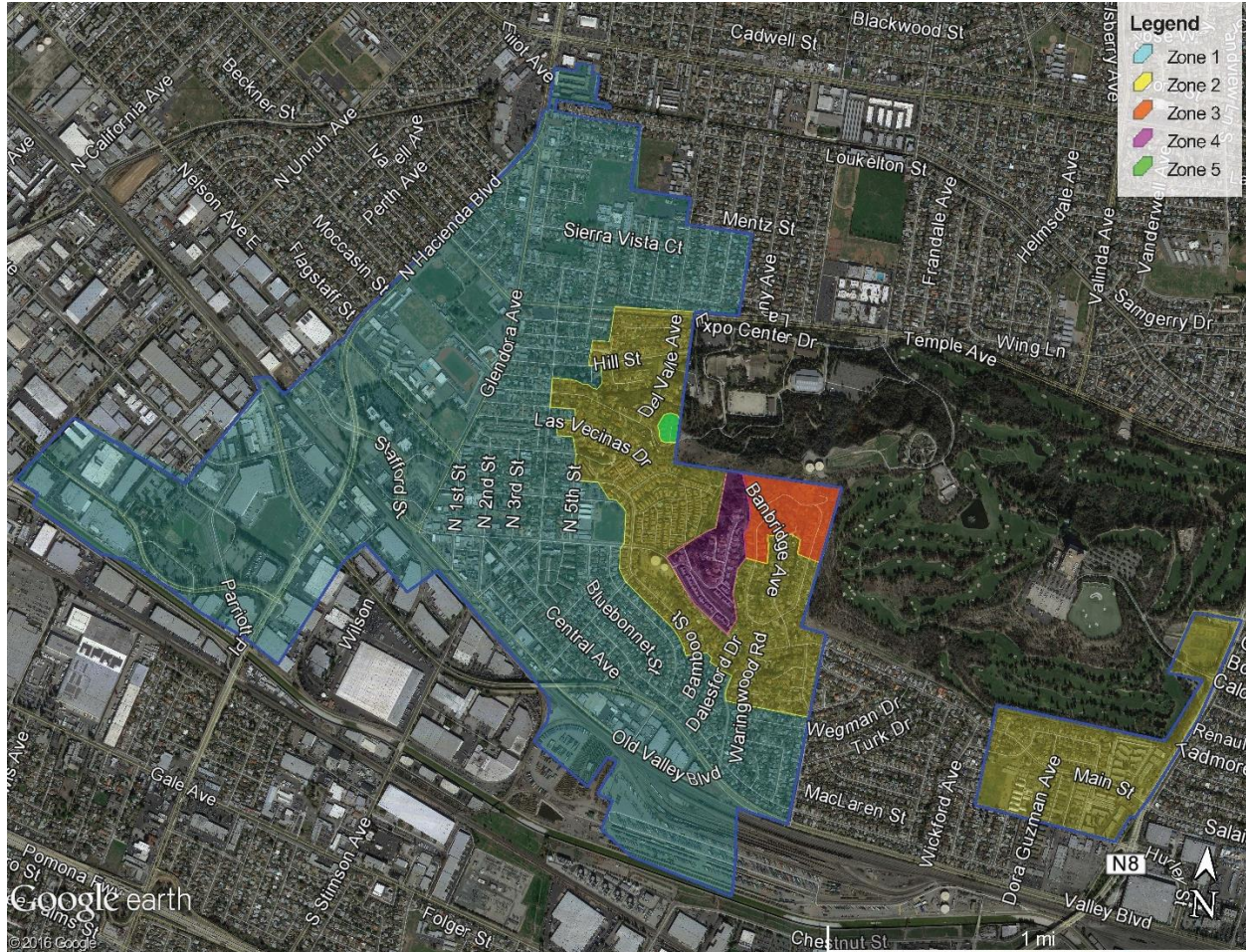
ABOUT LA PUENTE VALLEY COUNTY WATER DISTRICT

La Puente Valley County Water District (District) provides safe, reliable, and cost-effective drinking water to approximately 9,600 people within the communities of La Puente and the City of Industry. The District has been providing water service to these communities for nearly 100 years. The District was formed in August 1924 by popular vote, in accordance with the County Water District Act of 1913. In its infancy, the District consisted of approximately 1,300 acres and 200 water service connections. The area was vastly different from what it is today. At that time, most of the water produced from the District's Well Field was delivered to meet agricultural irrigation



needs of the valley. Over the years, the District has grown to approximately 1,600 acres and over 2,500 water service connections. To this day, the District's Well Field continues to be the main source of supply to meet the needs of the District's customers. The boundary map of the District's service area is provided in **Figure 1**.

Figure 1 - Boundary Map of District's Service Area



A publicly elected, five-member Board of Directors governs the District. Board members serve four-year terms and elections are held every two years with terms staggered to ensure continuity. The Board is responsible for establishing District policy on a variety of issues including, but not limited to, financial planning, infrastructure investment, and water rates. Day-to-day operations are managed by the General Manager who oversees a highly qualified staff responsible for executing ongoing operational and administrative functions. The District's employees include certified water treatment and distribution operators and an experienced administrative staff.

The District's Water System includes approximately 2,550 service connections, more than 32 miles of distribution and transmission mains, 3 active wells, a 2,500 gpm state-of-the-

art groundwater treatment facility, 5 booster pump stations and 3 reservoirs. The District also manages and operates the Industry Public Utilities Water System, which includes 1,860 service connections, 34.4 miles of distribution and transmission mains, 1 active well, 5 booster pump stations, and 3 reservoirs. Beginning in 2023, the District began operating the Puente Valley Operable Unit - Intermediate Zone (PVOU-IZ) and Shallow Zone (PVOU-SZ). The PVOU-IZ consists of over 3 miles of transmission mains, 7 extractions wells, a new 2,000 gpm state-of-the-art groundwater treatment facility and 1 Reservoir. The PVOU-SZ consists of 2 extractions wells and a new 350 gpm state-of-the-art groundwater treatment facility for surface water discharge.

SERVICE AREA TRENDS

Land use in the portion of the City of La Puente bounded by the District's service area is primarily residential with some commercial, public/institutional, and open space areas. Land use in the portion of the City of Industry bounded by the District's service area is primarily commercial and industrial. This portion of the District's service area is also, for the most part, fully developed. Population data for the City of Industry shows little or no growth over the next 20 years. District Staff projects that most, if not all, future developments within the District's service area will be redevelopment of commercial and/or residential properties that may or may not have an impact on the water system's water demand.

The annual amount of water used within the District's water system (water system demand) over the last 10 years (2012-2022) has averaged 1,616 acre-feet (AF). The average water system demand over the past 5 years (2018-22) has been 1,576 AF. In 2022, the water system demand was 1,570 AF, approximately 4% less than in 2021 (1,636 AF) and approximately equal to the 5-year average. 2017 was the lowest demand (1,402 AF) over the past 10 years, which was driven mainly by water conservation efforts in response to the multi-year historic State drought conditions (2012-2017). In October 2021, the District's Board of Directors adopted Resolution No. 273, which declared permanent water use efficiency practices and water conservation measures. The adopted outdoor water use restrictions may result in a reduction in future water system demand. **Figure 2** displays the water system demand in AF for a 5-year period.

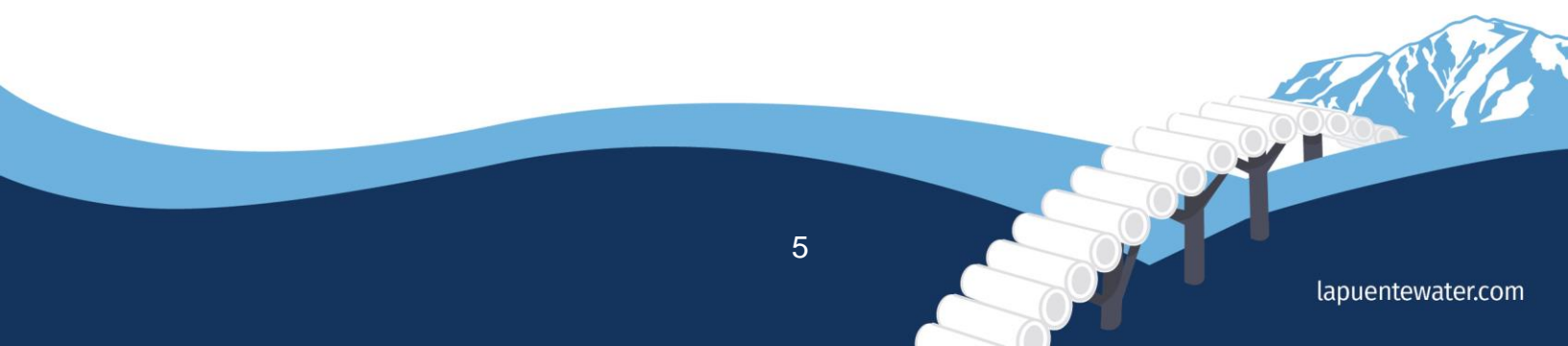
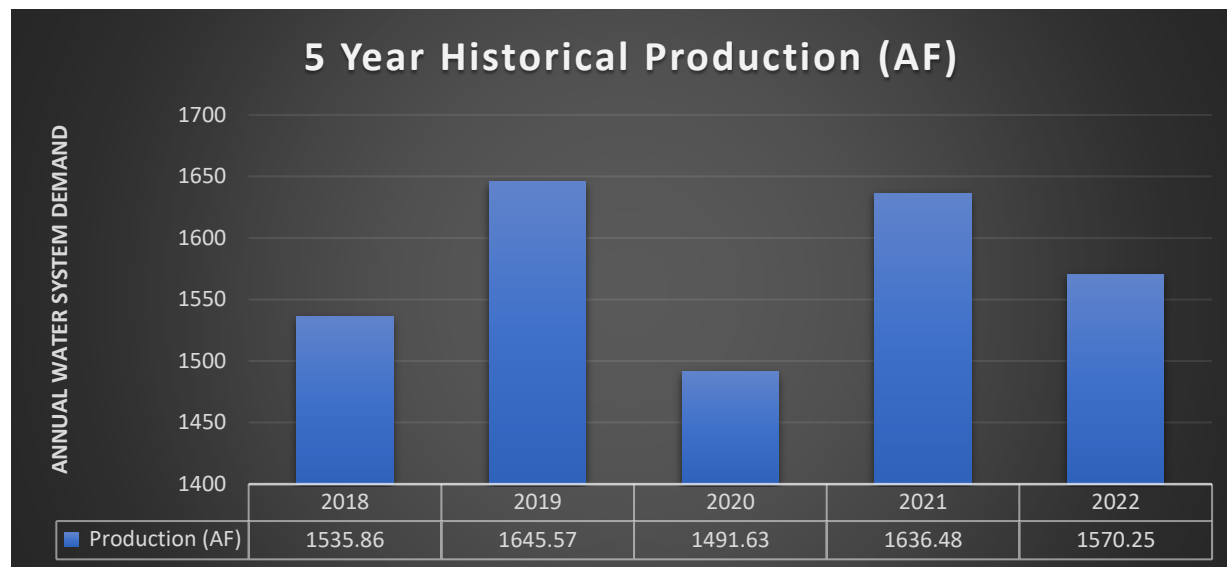


Figure 2: 5 Year (2018-2022) Water System Demand



WATER SUPPLY AND COST OF WATER

The District’s primary source of supply is from three ground water wells that produce water from the adjudicated Main San Gabriel Basin (Basin). The groundwater rights in the Basin were adjudicated based on mutual prescription resulting in a specific quantity in acre-feet per year for each producer. Such rights were then converted to a Pumper’s Share, expressed in percent of the aggregate of all prescriptive rights. The District was adjudicated 1,097-acre feet of water rights based on groundwater production that occurred between calendar years 1953 and 1967. Subsequently, the District obtained the water rights of El Encanto Properties on July 22, 1974, in the amount of 33.40 acre-feet. Thus, the District’s total adjudicated water rights are 1,130.40 acre-feet. This represents 0.57197 percent (Pumper’s Share) of all adjudicated water rights in the Basin.

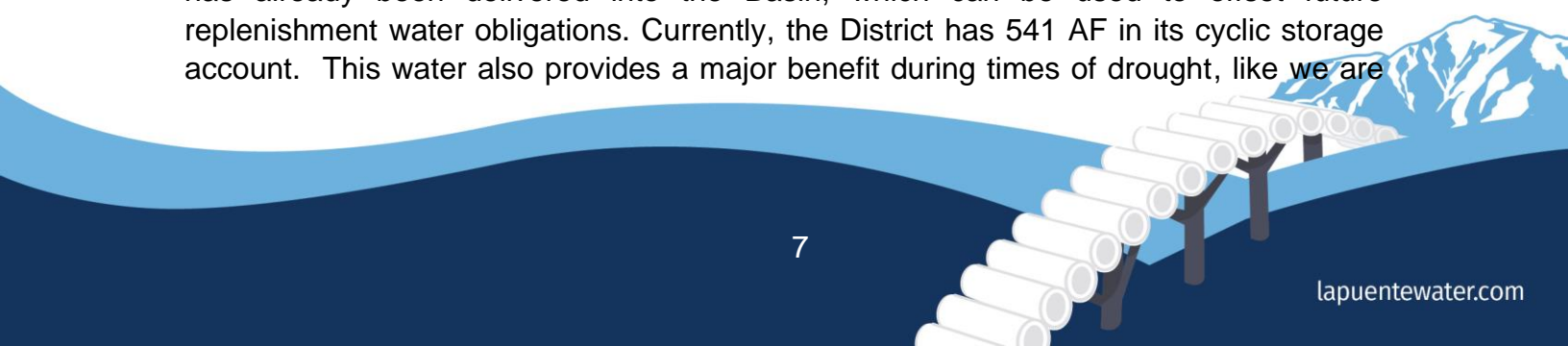
Under the Main San Gabriel Basin Judgment, the Main San Gabriel Basin Watermaster (Watermaster) annually establishes the Operating Safe Yield (OSY) for the ensuing year. This is done mainly based on groundwater storage conditions as reflected by the Baldwin Park Key Well. To provide sufficient storage capacity in the basin to capture as much of the local stream flow as practicable, the Judgment provides that imported supplemental water will not be spread in the Basin when the Key Well elevation exceeds 250 feet above mean sea level (msl) and will be spread, insofar practicable, to maintain the elevation above 200 feet msl. Each year a producer is allowed to extract, free of Replacement Water Assessment, its share of the OSY which is established in May each year by the Watermaster. This annual share is referred to as the annual production right.

Any producer can extract all the water needed for beneficial use, but the portion of such extraction, which exceeds the annual production right of the OSY, is assessed at a rate (Replacement Water Assessment), which will purchase one acre-foot of imported supplemental water for each acre-foot of excess production. Such water is then purchased by the Watermaster from the appropriate Responsible Agency (municipal water district) and used to replenish the Basin. If Basin storage is low, as indicated by the key well elevation, the OSY is set at a lower level so that more Replacement Water may be purchased to increase Basin storage. If Basin storage is relatively high, the OSY is increased so that Replacement Water will not increase Basin storage to the point that local water runoff will be un-storable.

Due to the historic drought conditions, the OSY has been set at a very low level for the last eight years at 150,000 acre-feet. This has resulted in an 18% reduction of the District's annual production right as compared to the long-term average annual production right. Approximately 40% of water the District pumps from the Basin each year to meet its water system demand requires the District to lease production rights and/or purchase replacement water.

The District is located within the service area of the regional water supplier, Upper San Gabriel Valley Municipal Water District (Upper District). The District relies upon Upper District to deliver replacement water for every acre foot of water produced over the District's annual production right. Upper District is a member agency of the Metropolitan Water District of Southern California (MWD), which is the agency that purchases imported water from for replenishment purposes. The vast majority of imported water is delivered through the State Water Project (SWP) Delivery System. In the past, MWD provided this water at its replenishment water rate. Between 2007 and 2010, imported water at the replenishment rate was unavailable for purchase, but was available at the MWD tier 1 and tier 2 untreated water rates, which were substantially higher. As a result of the import water pricing change, in May 2009, the rate for the Replacement Water Assessment set by Watermaster was increased from \$251.90 per acre foot to \$450.00. In May 2023, the Replacement Water Assessment was set at \$1,106.00 per acre foot for the 2023-24 production year, which equates to a \$854.10 per acre foot increase over the last thirteen years.

The District was able to cushion the effect of this increase by purchasing 2,000-acre feet of cyclic storage water (in 2009) at a rate of \$251.90 per acre foot. Cyclic storage water, when available, can be purchased by a producer that has a cyclic storage water agreement in place with Watermaster. Cyclic storage water is replenishment water that has already been delivered into the Basin, which can be used to offset future replenishment water obligations. Currently, the District has 541 AF in its cyclic storage account. This water also provides a major benefit during times of drought, like we are



currently facing. Over the last nine years, the District has also leased groundwater productions rights at a rate 8% to 10% lower than the cost for replacement water, which further reduced the impact of the rising cost of replenishment water. The future cost for replenishment water along with groundwater production assessments will continue to have a substantial financial impact on the District in years to come.

WATER QUALITY AND THE COST OF WATER TREATMENT

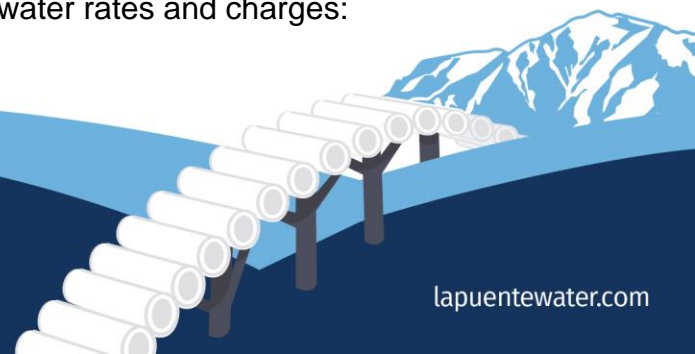
The area of the Basin where the District's wells draw water is contaminated with various contaminants, such as volatile organic compounds (VOC's) and perchlorate. In 2002, the District along with other water entities, entered into an agreement with the parties who were potentially responsible for the groundwater contamination. This agreement is known as the Baldwin Park Operable Unit Project Agreement (BPOU Agreement). Under this Agreement, the water from the District's well field is treated at the District's groundwater treatment facility before it enters the District's service area. Water leaving the facility meets all State and Federal drinking water regulations. The cost to construct, maintain and operate the treatment facility was and continues to be reimbursed by the potentially responsible parties, who are now known as the Cooperating Respondents (CRs). None of these treatment costs are paid for through the District's water rates.

The term of the BPOU Agreement was 15 years and was set to expire in May of 2017. The District, other water entities and the CRs negotiated an extension to the BPOU Agreement (referred to as the 2017 BPOU Agreement), which has secured continued funding of groundwater treatment at the District's well field for an additional ten years.

In 2018, District staff identified that levels of nitrate in the water produced from the District's well field were increasing. Although the levels of nitrate in the water are below the regulatory maximum contaminant level for nitrate, District staff has begun the design and procurement efforts of a nitrate treatment system at the District's groundwater treatment facility. The capital investment and operational cost of a nitrate treatment system will have a substantial financial impact on the District and the cost for water.

WATER RATE ADJUSTMENTS

In 2023, the District initiated a water rate study and comprehensive cost of service analysis. This study was completed by NBS Government Finance Group in August of 2023. The final recommendation was to adopt a multi-year (5 year) water rate adjustment plan. Water rate adjustments were developed as part of the study and a notice to all customers of the proposed increase to water rates was provided in August of 2023. Substantial increases in the District's operational expenses, as described below, were the major factors supporting the need for an increase to water rates and charges:



- **Cost of Water** – The District is fortunate to have rights to a local groundwater source in the Main San Gabriel Basin (“Basin”), but any water the District pumps over its allotment must be replaced to maintain water levels in the Basin by leasing rights or purchasing imported water. The cost for this replacement water has increased by over twenty-three percent (23%) in the last four years.
- **Groundwater Management** – A groundwater pumping assessment has been put into effect by the Main San Gabriel Basin Watermaster to secure additional water resources to maintain water levels in the Basin. This assessment continues to have a large cost impact on the District and all water providers that pump groundwater from the Basin in the San Gabriel Valley.
- **Capital Improvements** – The District continuously invests in capital improvement projects that improve the performance of the water system or extend the life of existing facilities and equipment to avoid more expensive emergency repairs. Such capital improvement projects included the recycled water system, nitrate treatment system and the District’s new operation center.

The District’s goal is to continue to generate sufficient revenue to meet the cost of providing excellent water service while avoiding drastic increases to water rates. The cost of replenishment water and financing of needed water system improvements will have the most significant impact on water rates going forward.

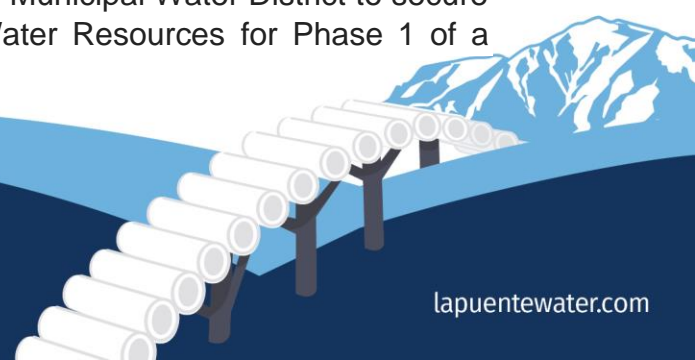
DIRECTION OF THE DISTRICT

Projecting beyond 2024, it is necessary to identify significant increases in expenses that the District will need to be prepared for, either by managing reserves or increasing revenues. In preparing the annual budget, District Staff also projects the annual revenue and operating expenses (cash items) out for five years. These projections include all operating costs and capital improvement investments but exclude depreciation. Summarized below are a few District ventures that will have a substantial impact on the five-year projection of revenue and expenses.

Recycled Water Project

The recycled water system required the District, for the first time in several decades, to obtain a loan to finance such a project. The investment in a recycled water system will deliver recycled water to several irrigation customers and replace the use of drinking water for irrigation.

The District partnered with Upper San Gabriel Valley Municipal Water District to secure a \$428,000 grant from the State Department of Water Resources for Phase 1 of a



Recycled Water System Project. The projected cost of Phase 1 is \$2,000,000. The grant will cover approximately 25 percent of the estimated cost of Phase 1, which is expected to serve 55-acre feet per year of recycled water, to be purchased indirectly from Los Angeles County Sanitation Districts, to serve irrigation customers on Don Julian Avenue.

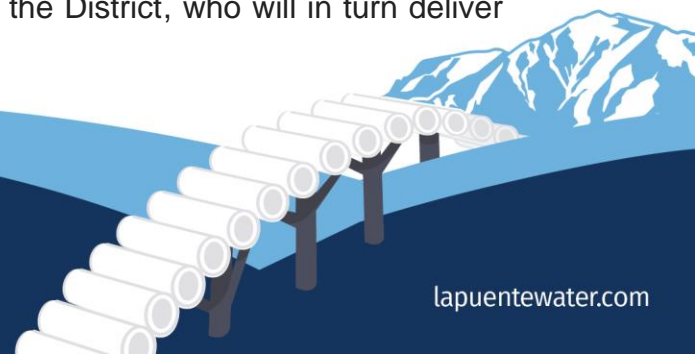
The current cost to produce 55-acre feet of water that is over the District's annual production right is approximately \$60,830. The District secured a loan along with the grant funding to fund this project, which would otherwise not be cost effective. The assumptions of the Recycled Water Project cost and the associated debt service are included in the five-year forecast. This new drought resistant source of water improves long-term water supply reliability for all the District's customers. The estimated cost of the Recycled Water System Project, loan proceeds, loan payment and other grant funding are included in the 5-year revenue and expense projections.

PVOU-IZ and PVOU-SZ Projects

The District prides itself on its efforts over the past 25 years to provide groundwater cleanup (treatment) in the Main San Gabriel Groundwater Basin. In fact, the District was the first water agency in the San Gabriel Valley to provide multi-barrier treatment for various contaminants at its groundwater treatment facility, which kick-started other groundwater treatment projects in the Valley. Over the years, the District's groundwater treatment plant has removed tons of contaminants. Our District's overall goal is to leave the groundwater basin free of contamination for future generations, so that it may continue to be used to meet the needs of its residents.

In mid-2014, the District was presented with an opportunity to further make a difference in remediating groundwater contamination in the Main San Gabriel Basin, more specifically the Puente Valley area. Under an order by US EPA, several industrial companies have been planning for several years to construct a highly efficient groundwater treatment system. This system would be comprised of 50 monitoring wells, 7 production wells, and multiple treatment technologies. In 2015, a property was purchased, by the lead industrial company, to construct the groundwater treatment facility. This property is located within the District's service area and near the District's water distribution facilities. Since District staff already has experience operating a similar groundwater treatment system, the District has agreed and is contracted to operate the PVOU-IZ and PVOU-SZ treatment facilities. The vision for the District is to receive fully treated water from the PVOU-IZ, which meets all State and Federal drinking water standards, into its water system to utilize this water as a back-up supply for the District.

In 2017, the PVOU-IZ project was modified with respect to the delivery of treated water. The treated water is now planned to be delivered to the District, who will in turn deliver



most of the water to our neighboring water agency, Suburban Water Systems (SWS). The other components of the project remain unchanged.

The new treatment facilities will improve water quality in the groundwater Basin and provide additional emergency water supply for the community of La Puente along with additional revenue sources for the District. The revenues that will be received by the District for conveying water and operating the plants will help keep the District water rates affordable. The groundwater treatment systems and associated improvements were completed in 2022 with groundwater extraction for testing purposes in 2023. The revenues anticipated from the District’s involvement in this project is included in the five-year revenue projections.

Groundwater Treatment System for Nitrate Removal

District staff identified that levels of nitrate in the water produced from the District’s well field were increasing in an abnormal trend, as compared to the last 5 years. Although the levels of nitrate in the water are below the regulatory maximum contaminant level, the District began the construction of a nitrate treatment system at the District’s groundwater treatment facility in 2023.

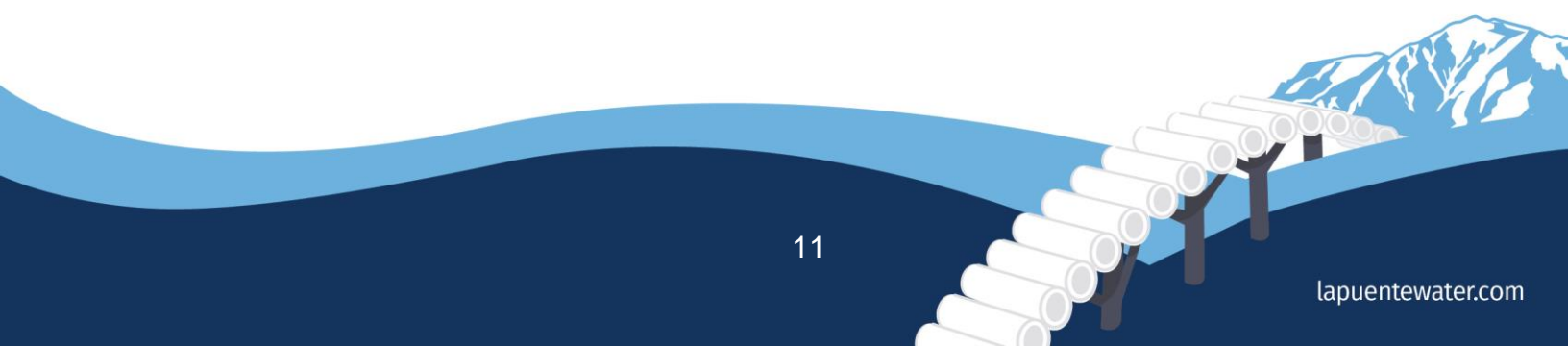
In addition, the District entered into a Nitrate Funding Agreement with the Cooperating Respondents (CRs) to fund a portion of the anticipated Nitrate Treatment Project. Although this funding agreement is beneficial to the District, a loan was needed to fund a portion of the Project. The estimated cost of the nitrate treatment system, loan proceeds, loan payments, CR funding and grant funding are included in the 5-year revenue and expense projections.

Five Year Forecast of Revenues and Expenses

Factoring these District ventures, **Table 1** provides a summary of the five-year forecast of the District’s expenses and compares it to the projected revenues.

Table 1: Five-Year Forecast of Revenues and Expenses

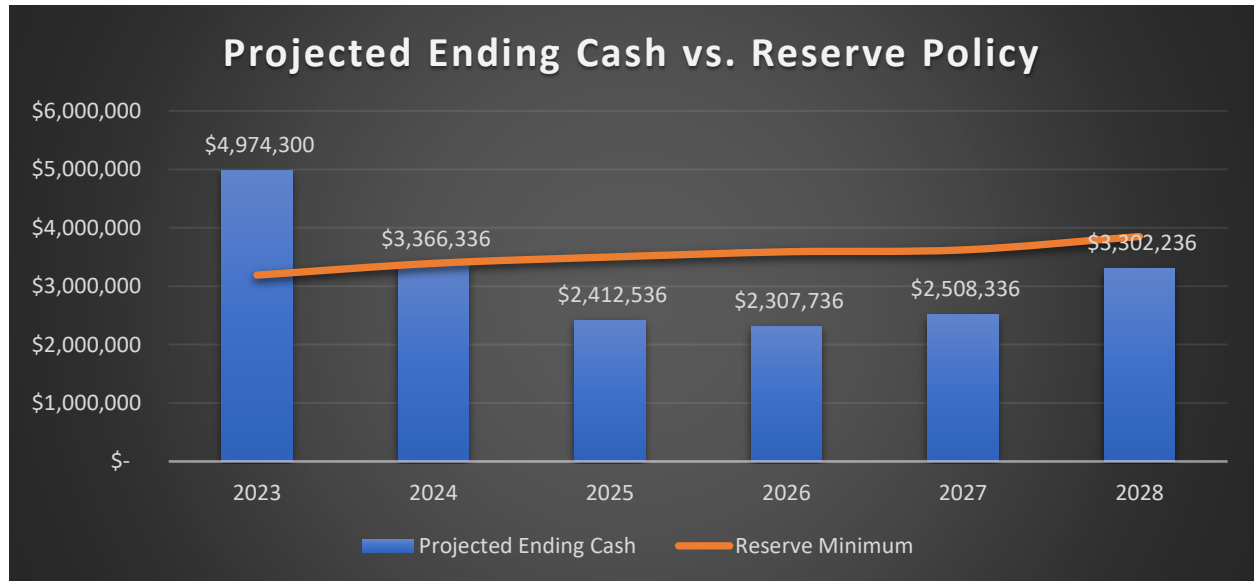
	2025	2026	2027	2028	2029
Revenues	\$ 6,015,600	\$ 6,386,500	\$ 6,723,600	\$ 7,085,800	\$ 7,475,000
Expenses	\$ 5,303,100	\$ 5,542,500	\$ 5,861,700	\$ 6,128,200	\$ 6,551,100
Net Gain	\$ 712,500	\$ 844,000	\$ 861,900	\$ 957,600	\$ 923,900



District's Cash and Reserves

In May 2012, the Board of Directors adopted Resolution No. 208 which updated the policy for the management of the District's cash and financial reserves. The Policy specifies what types of reserves the District shall maintain and what the minimum and maximum levels shall be for each reserve fund. **Figure 3** below provides a five-year projection of the cash and the reserve fund level based on the projected expenses and revenues from **Table 1**.

Figure 3: Five-Year Projection of Total Cash and Reserve Fund Level



Reserve fund levels are expected to decline over the next 5 years, primarily due to the capital investment of the District operations center and debt service related to the District's Recycled Water Project & Nitrate Treatment System Project. The future five-year water rate increase plan is vital in maintaining adequate reserve fund levels and meeting the needs of the District's Customers.

2024 OBJECTIVES

Special emphasis will be placed on accomplishing the following objectives during 2024.

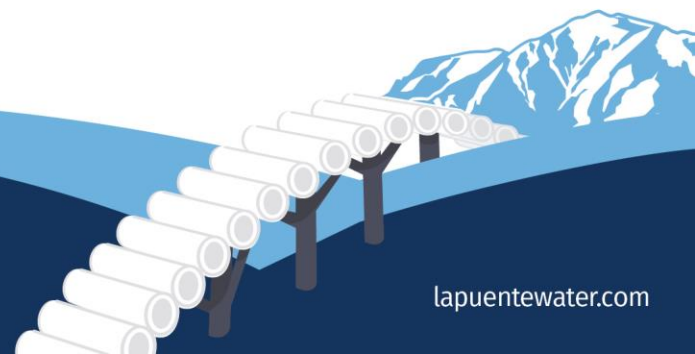
- ✓ Recycled Water System Project
 - Finalize Phase 1 Customer Retrofits
 - Deliver recycled water to all Phase 1 customers
- ✓ Finalize Construction of the Nitrate Treatment System at the District's BPOU Groundwater Treatment Facility

- ✓ Successfully Complete the Scenario Testing of the PVOU-IZ Treatment Facility
- ✓ Successfully Begin to Operate the PVOU-IZ Treatment Facility for Potable Use
- ✓ Successfully Begin to Operate the PVOU-SZ Treatment Facility for Surface Water Discharge
- ✓ Secure Groundwater Production Right Leases and Cyclic Storage Purchases to Reduce the Impacts of Replacement Water Costs
- ✓ Secure a Term Sheet with the CRs with Respect to City of Industry's Groundwater Treatment Project
- ✓ Continue to Fulfill Contractual Obligation in Operating and Managing the City of Industry Waterworks System in a Cost-Effective Manner
- ✓ Renew the Operations and Management Agreement Between the City of Industry and the District
- ✓ Complete Capital Improvements and Capital Outlay Projects
- ✓ Execute the District's 100-year Anniversary Event

EXECUTIVE SUMMARY

A report of the significant findings and recommendations for the calendar year 2024 Budget are:

- ✓ Annual Revenue is expected to be \$7,238,616
 - \$5,478,076 From District Revenues and \$1,760,540 from the BPOU Treatment Plant Operation
- ✓ Annual Expenditures are budgeted at \$6,515,080
 - \$4,754,540 From District Expenses and \$1,760,540 from the BPOU Treatment Plant Operation
- ✓ Annual Net Revenue is expected to be \$723,500
- ✓ Capital Improvement/Outlay Projects are budgeted at \$2,711,000
- ✓ The Districts change in cash is expected to decrease by \$1,607,964 through 2024



WATER OPERATIONS FUND

The District's activities identified in this budget are designed to accomplish the District's Mission as it relates to water operations. For the calendar year 2024, the District will need a total operation budget of \$6,515,080 to carry out its Mission.

All the revenues and expenses that allow the District to function flow either directly or indirectly through the Water Operations Fund. The Water Operations Fund's source of revenue consists of water sales, miscellaneous billing, property taxes, management fees and interest earned on Water Operations Fund related investments. The Water Operations Fund exists to finance operations, maintenance, repair, supplies, depreciation, contingencies, personnel compensation related to water operations, capital improvements and to provide a catastrophic restoration reserve.

The Budget Summary details the projected Water Operations Fund revenues and expenditures for 2024 and compares those revenues and expenditures with the estimate for year-end 2023.

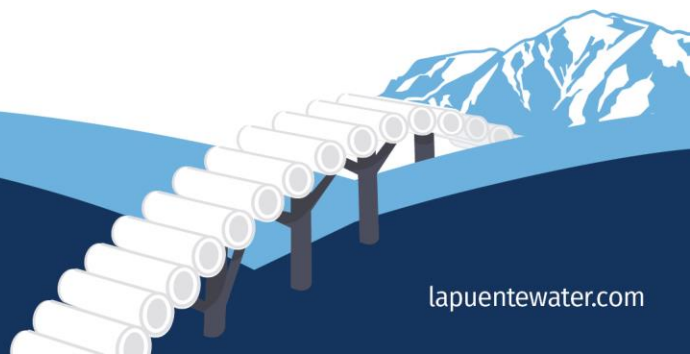
WATER REVENUE - OPERATIONAL

Water Sales and Service Charges:

Water sales and service charges are the major sources of revenue for the District. These sales are the result of the District's normal meter reading and billing activities for all classes of water to all active service connections. The distribution of sales provides 46 percent as fixed sales allocated to the service charges based on meter capacity and the remaining 54 percent being variable sales and allocated to the commodity charges. The District forecasts water sales and service charges at \$2,903,600.

Operational Revenue Related to the District's Groundwater Treatment Facility

The District owns and operates a groundwater treatment plant within the Main San Gabriel Basin for the removal of various contaminants. The United States EPA has identified this contaminated area of the Basin as BPOU and has named those parties that are potentially responsible, also known as the Cooperating Respondents, for the contamination in this area of the Basin. The construction and ongoing operating cost of the District's treatment plant is reimbursable per the BPOU Project Agreement entered by the Cooperating Respondents, Main San Gabriel Basin Watermaster, San Gabriel Basin Water Quality Authority, and the Water Entities, which the District is a party to. As detailed in the Proposed 2024 Budget for the District's Treatment Plant, the District anticipates the operation and maintenance expense for the Treatment Plant to be \$1,760,540, all of which will be reimbursed to the District by the CRs.



WATER REVENUE – NON-OPERATIONAL

Interest:

For calendar year 2024, District staff forecasts interest on Water Operations Fund related investments of \$35,000. The estimate is predicated on current interest rates.

Other Revenues:

This includes a total of \$322,200 from Property Taxes; \$548,276 for Fees related to the management of the PVOU IZ & SZ Treatment Facility, the BPOU Treatment Plant and the City of Industry Water Works System; \$1,829,24 from Service Fees related to labor reimbursement, \$42,000 from Rental Revenue, \$16,000 from Prop 84 Grant Funds, \$601,000 from CIP funding agreements for the PVOU IZ Project.

WATER EXPENDITURES

Personnel (Salaries and Benefits):

To maintain high quality service within the District's service area, fulfill contractual obligations to manage and operate the City of Industry Waterworks System, continue the District's involvement in the PVOU IZ & SZ Project and operate the District's BPOU Groundwater Treatment Facility, a total of 18 full-time employees and 1 part-time employee will be needed.

(Field Operations) Transmission, Distribution, Treatment and Supply 12

(Office and Management) Customer Service and Administration 7

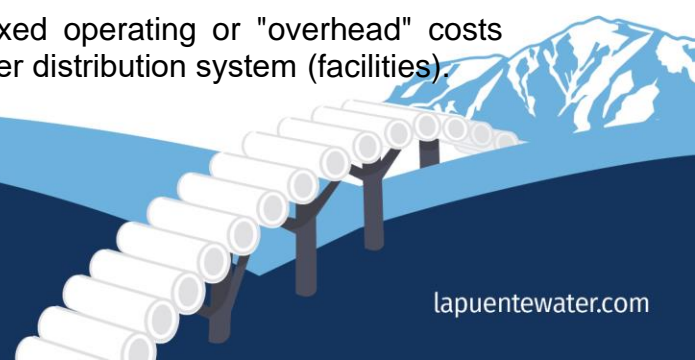
In calendar year 2024, the District will need a personnel compensation budget of \$1,890,000 for salaries and payroll taxes related to meeting the requirements of water distribution, water treatment & supply, customer service and administrative functions for the District, CIWS, BPOU Treatment Plant Operations and PVOU IZ & SZ.

Supply and Treatment:

Water Supply and Treatment make up the variable costs of the District. These costs are generally defined as the annual operating expense to purchase and lease imported water and pump local groundwater to satisfy customer service demand. Variable costs are sensitive to operating factors that are beyond the District's control. These factors include weather, new construction, pricing, or incentive programs offered by other agencies, cost of treatment chemicals and materials, energy costs and changes in efficiency of existing equipment. The budget amount can be considered as the best projection of annual costs based on average weather, growth, and consumption. For the calendar year 2024, the District will need a total of \$2,510,780 for the Supply and Treatment costs.

Other Operating Expenses:

These program costs make up a portion of the fixed operating or "overhead" costs required to maintain the District's plant sites and water distribution system (facilities).



This includes costs for services, materials, vehicles and equipment for the repair, maintenance, and operation of these facilities. For the calendar year 2024, the District will need a total of \$500,300 for Other Operating Expenses.

General and Administrative:

These program costs are "overhead" costs required to maintain District operations as they relate to customer service and administrative functions of the District. This includes costs for office supplies, office building maintenance, office equipment, customer billing, insurance, professional services, public outreach, and conservation programs. For the calendar year 2024, the District will need a total of \$459,000 for General and Administrative costs.

CAPITAL IMPROVEMENTS AND CAPITAL OUTLAY

The District is committed to enhancing the condition of its water system through investments in capital improvement projects. These investments will ensure that the water system will deliver high quality water to its customers long into the future. These investments will also ensure that the District's personnel will have the necessary tools to carry out their functions. Capital Improvements and Outlay may include expenditures for construction of new permanent capital facilities, replacement of existing facilities, purchasing fixed assets for various programs in the District and capital purchases necessary to maintain the quality of operations in the District.

Table 2 below is a summary for Capital Improvement and Capital Outlay expenses that are necessary to maintain high quality service for District Customers:

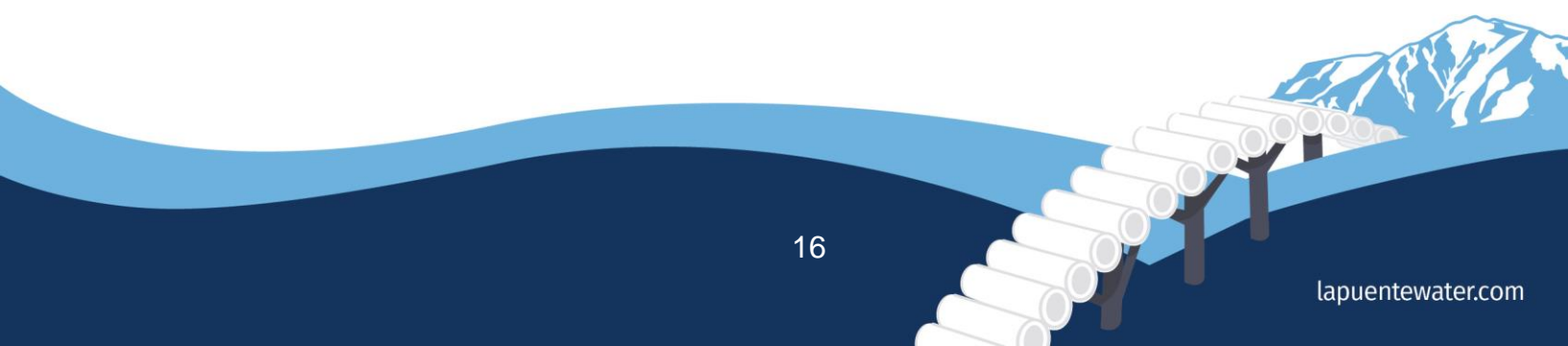


Table 2: 2024 Capital Improvement Projects & Capital Outlay

Project	Description	Cost
Fire Hydrant Replacements	Replace Inoperable Fire Hydrants as needed.	\$ 25,000
Other Field Equipment	Various field equipment needed	\$ 75,000
Valve Replacements	Replace Inoperable Valves as Needed	\$ 25,000
Service Line Replacements	Replace Aging Plastic and/or Galvanized Service Lines as Needed	\$ 50,000
LP-CIWS Interconnection (Ind. Hills)	Upgrades to an interconnection between the CIWS and the District to assist with the delivery of PVOU IZ treated water.	\$ 65,000
Fleet Trucks	Purchase new District truck to replace fully depreciated service truck.	\$ 90,000
SCADA Improvements	Assessment of current system and initiate improvements to software and hardware	\$ 30,000
IT Hardware	New server replacement for District business operations.	\$ 55,000
New Admin Operations Building	New District Office Operations Center	\$ 1,000,000
Hudson Plant Improvements	Construct a new pump station for the delivery of PVOU IZ treated water to SWS and improvements to the District's existing pump station.	\$ 536,000
Groundwater Treatment System – Nitrate Removal	Complete design and begin construction of a Nitrate treatment system at the District's groundwater treatment facility.	\$ 450,000
Recycled Water System (Phase 1)	Construct New Recycled Waterlines and Pump Station for 12 Irrigations Customers.	\$ 80,000
Well 2 Rehab	Well 2 Rehab. Full pump and motor	\$ 150,000
Ferrero/Rorimer St. Project	Install a pressure sustaining/regulating valve on S Ferrero Lane. The hydraulic loop capacities increase within the area.	\$ 80,000

Total: \$ 2,711,000

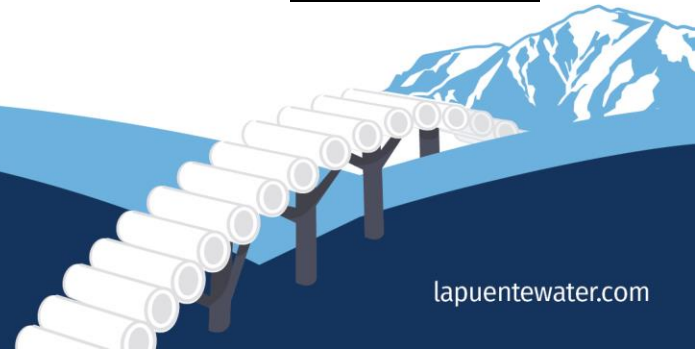




Table 3

La Puente Valley County Water District
2024 Proposed Budget (Summary)

	LPVCWD		TP		TOTAL		LPVCWD		TP		TOTAL		TOTAL
	2023	Adopted	2023	Adopted	2023	Adopted	2024 Proposed	2024 Proposed	2024 Proposed	2024 Proposed	2024 Proposed	Budget	
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Variance	2023-2024
Revenues													
Operational Rate Revenues	\$ 2,601,400	\$ -	\$ 2,601,400	\$ -	\$ 2,601,400	\$ -	\$ 2,903,600	\$ -	\$ 2,903,600	\$ -	\$ 2,903,600	\$	302,200
Operational Non-Rate Revenues	1,789,502	1,451,080	3,240,582		2,047,776	1,760,540	3,808,316		567,734				567,734
Non-Operational Revenues	477,100	-	477,100		526,700	-	526,700		49,600				49,600
Total Revenues	4,868,002	1,451,080	6,319,082		5,478,076	1,760,540	7,238,616		919,534				919,534
Expense													
Salaries & Benefits	2,313,520	324,480	2,638,000		2,683,960	339,040	3,023,000		385,000				385,000
Supply & Treatment	1,267,980	947,600	2,215,580		1,261,580	1,249,200	2,510,780		295,200				295,200
Other Operating Expenses	360,000	159,000	519,000		350,000	150,300	500,300		(18,700)				(18,700)
General & Administrative	444,000	20,000	464,000		459,000	22,000	481,000		17,000				17,000
Total Expense	4,385,500	1,451,080	5,836,580		4,754,540	1,760,540	6,515,080		678,500				678,500
Net Income from Operations	482,500	-	482,500		723,500	-	723,500		241,000				241,000
Less: Capital Expenses	(2,557,255)	-	(2,557,255)		(2,711,000)	-	(2,711,000)		(153,745)				(153,745)
Net Income After Capital	(2,074,755)	-	(2,074,755)		(1,987,500)	-	(1,987,500)		87,255				87,255
Capital Reimbursement (OU Projects)	607,700	-	607,700		601,000	-	601,000		(6,700)				(6,700)
Grant Proceeds	1,275,000	-	1,275,000		17,000	-	17,000		(1,258,000)				(1,258,000)
Loan Proceeds	-	-	-		-	-	-		-				-
Loan Payment (Interest & Principal)	(198,500)	-	(198,500)		(198,500)	-	(198,500)		-				-
Cyclic Storage Purchases													
Cyclic Purchase													
Prepaid Inventory Purchases						(40,000)					(40,000)		
Change in Cash	(390,555)	-	(390,555)		(1,608,000)	-	(1,608,000)		(1,177,445)				(1,177,445)
Contributed Capital (Developer)	-	-	-		-	-	-		-				-
Add: Capital Assets (District-Funded)	674,555	-	674,555		2,093,000	-	2,093,000		1,418,445				1,418,445
Add: Debt Principal	120,600	-	120,600		120,600	-	120,600		-				-
Add: Cyclic Storage													
Add: Prepaid Inventory						40,000					40,000		
Less: Loan Proceeds	-	-	-		-	-	-		-		-		-
Less: Depreciation Expense	(425,000)	(105,000)	(530,000)		(450,000)	(105,000)	(555,000)		(25,000)				(25,000)
Net Income (Loss)	\$ (20,400)	\$ (105,000)	\$ (125,400)		\$ 195,600	\$ (105,000)	\$ 90,600		\$ 216,000				\$ 216,000



Table 4

La Puente Valley County Water District 2024 Proposed Budget (Detail)

	2023 Adopted Budget	2023 Projected Year-End	2023 Projected Variance	2024 Proposed Budget	2024-2023 Budget Variance
Operating Revenues (Rate)					
Water Sales	\$ 1,511,400	\$ 1,524,900	\$ 13,500	1,662,100	\$ 150,700
Service Charges	908,800	918,714	9,914	1,029,000	120,200
Surplus Sales	60,000	69,200	9,200	70,000	10,000
Customer Charges	40,000	37,700	(2,300)	40,000	-
Fire Service	80,700	82,400	1,700	102,000	21,300
Miscellaneous Income	500	1,400	900	500	-
Total Operating Revenues (Rate)	2,601,400	2,634,314	32,914	2,903,600	302,200
Operating Revenues (Non-Rate)					
Management Fees	537,202	537,202	-	548,276	11,074
IPU Service Fees (Labor)	777,500	770,000	(7,500)	790,200	12,700
BPOU Service Fees (Labor)	324,480	324,000	(480)	339,040	14,560
PVOU IZ Service Fees (Labor)	307,500	395,000	87,500	450,000	142,500
PVOU SZ Service Fees (Labor)	158,000	35,000	(123,000)	250,000	92,000
Other O&M Fees	9,300	9,300	-	9,300	-
Total Operating Revenues (Non-Rate)	2,113,982	2,070,502	(43,480)	2,386,816	272,834
Non-Operating Revenues					
Taxes & Assessments	321,100	321,100	-	322,200	1,100
Rental Revenue	41,000	41,778	778	42,000	1,000
Interest Revenue	35,000	85,900	50,900	35,000	-
Market Value Gain / (Loss)	-	-	-	-	-
PVOU Revenue	-	108,000	108,000	120,000	120,000
Miscellaneous Income	80,000	9,553	(70,447)	7,500	(72,500)
Developer Fees	-	7,428	7,428	-	-
Total Non-Operating Revenues	477,100	573,759	96,659	526,700	49,600
Total Revenues	5,192,482	5,278,575	86,093	5,817,116	624,634
Supply & Treatment					
Purchased & Leased Water	618,680	620,918	2,238	602,280	(16,400)
Power	250,000	207,000	(43,000)	270,000	20,000
Assessments	333,300	298,400	(34,900)	319,300	(14,000)



Table 4

La Puente Valley County Water District 2024 Proposed Budget (Detail)

	2023 Adopted Budget	2023 Projected Year-End	2023 Projected Variance	2024 Proposed Budget	2024-2023 Budget Variance
Treatment	6,000	10,000	4,000	10,000	4,000
Well & Pump Maintenance	60,000	20,000	(40,000)	60,000	-
Total Supply & Treatment	1,267,980	1,156,318	(111,662)	1,261,580	(6,400)
Salaries & Benefits					
Total District Wide Labor	\$ 1,577,000	1,660,000	83,000	1,890,000	313,000
Directors Fees & Benefits	115,000	91,400	(23,600)	115,000	-
Benefits	405,000	344,000	(61,000)	430,000	25,000
OPEB Payments	110,000	85,211	(24,789)	110,000	-
OPEB Trust Contributions	60,000	60,000	-	60,000	-
Payroll Taxes	122,000	129,000	7,000	145,000	23,000
CalPERS Retirement (Normal Costs)	184,000	177,489	(6,511)	200,000	16,000
CalPERS Unfunded Accrued Liability	65,000	64,476	(524)	73,000	
Total Salaries & Benefits	2,638,000	2,611,576	(26,424)	3,023,000	377,000
Labor Analysis (Informational):					
Labor Billing Revenues	(1,567,480)	(1,489,000)	(79,520)	(1,829,240)	(169,760)
District Labor Net Expenditures	1,070,520	1,122,576	(105,944)	1,193,760	207,240
Other Operating Expenses					
General Plant	60,000	40,000	(20,000)	60,000	-
Transmission & Distribution	120,000	130,000	10,000	120,000	-
Vehicles & Equipment	65,000	65,000	-	65,000	-
Field Support & Other Expenses	60,000	60,000	-	60,000	-
Regulatory Compliance	55,000	40,000	(15,000)	45,000	(10,000)
Total Other Operating Expenses	360,000	335,000	(25,000)	350,000	(10,000)
General & Administrative					
District Office Expenses	55,000	55,000	-	55,000	-
Customer Accounts	32,000	29,700	(2,300)	32,000	-
Insurance	82,000	80,000	(2,000)	82,000	-
Professional Services	160,000	146,300	(13,700)	115,000	(45,000)
Training & Certification	45,000	35,000	(10,000)	40,000	(5,000)
Public Outreach & Conservation	25,000	26,000	1,000	55,000	30,000
Other Administrative Expenses	45,000	45,000	-	80,000	35,000
Total General & Administrative	444,000	417,000	(27,000)	459,000	15,000
Total Expense	4,709,980	4,519,894	(190,086)	5,093,580	375,600
Net Income from Operations	482,502	758,681	276,179	723,536	249,034
Capital Expenses					
Nitrate Treatment System	\$ (954,355)	\$ (450,000)	504,355	(450,000)	504,355
Recycled Water System	(246,700)	(53,300)	193,400	(80,000)	166,700
Hudson Avenue Pumping Improvements	(542,700)	(6,868)	535,832	(536,000)	6,700
SCADA Improvements	(40,000)	(20,000)	20,000	(30,000)	10,000



Table 4

La Puente Valley County Water District 2024 Proposed Budget (Detail)

	2023 Adopted Budget	2023 Projected Year-End	2023 Projected Variance	2024 Proposed Budget	2024-2023 Budget Variance
Service Line Replacements	(65,000)	(65,000)	-	(50,000)	15,000
Valve Replacements	(40,000)	(40,000)	-	(25,000)	15,000
Meter Replacement / Reading Equipment			-		-
Fire Hydrant Repair/Replacements	(38,500)	(38,500)	-	(25,000)	13,500
LP-CIWS Interconnection (Ind. Hills)	(65,000)	-	65,000	(65,000)	-
Well 2 Rehabilitation	(200,000)	(15,440)	184,560	(150,000)	50,000
Fleet Trucks	(230,000)	(230,000)	-	(90,000)	140,000
Other Field Equipment	(15,000)	-	15,000	(75,000)	(60,000)
Ferrero/Rorimer St. Project	(120,000)	-	120,000	(80,000)	40,000
New Admin Building				(1,000,000)	
IT Hardware - Server Replacement				(55,000)	
Total Capital Expenses	(2,557,255)	(919,108)	1,638,147	(2,711,000)	901,255



Table 4

La Puente Valley County Water District 2024 Proposed Budget (Detail)

	2023 Adopted Budget	2023 Projected Year-End	2023 Projected Variance	2024 Proposed Budget	2024-2023 Budget Variance
Net Income After Capital	(2,074,753)	(160,427)	1,914,326	(1,987,464)	1,150,289
Funding & Debt Payments					
Capital Reimbursement (OU Projects)	607,700		(607,700)	601,000	(6,700)
Grant Revenues	1,275,000	1,275,000		17,000	(1,258,000)
Loan Proceeds	-	-	-	-	-
Loan Issuance Costs	-	-	-	-	-
Loan Payment - Interest	(77,900)	(78,880)	(980)	(77,900)	-
Loan Payment - Principal	(120,600)	(120,573)	27	(120,600)	-
Cyclic Storage Purchases					
Cyclic Purchase	-		-		-
Prepaid Inventory Purchases	(100,000)	-	100,000	(40,000)	60,000
Change in Cash	(490,553)	915,121	1,405,674	(1,607,964)	(54,411)
Contributed Capital	-	-	-	-	-
Add: Capitalized Assets (District-Funded)	674,555	919,108	244,553	2,093,000	1,418,445
Add: Debt Principal	120,600	120,573	(27)	120,600	-
Add: Cyclic Storage	-	-		-	
Add: Prepaid Inventory	100,000	-		40,000	
Less: Loan Proceeds	-	-	-	-	-
Less: Depreciation Expense	(425,000)	(425,000)	-	(450,000)	(25,000)
Pension Income / (Expense)	-	-	-	-	-
OPEB Income / (Expense)	-	-	-	-	-
Net Income / (Loss)	\$ (20,398)	\$ 1,529,802	\$ 1,650,200	\$ 195,636	\$ 1,339,034



Table 5

BPOU Treatment Plant 2024 Proposed Budget (Detail)

	2023 Adopted Budget	2023 Projected Variance	2024 Proposed Budget	2024-2023 Budget Variance
Operational Non-Rate Revenues				
Reimbursements from CR's	\$ 1,606,880	\$ 91,350	\$ 1,760,540	\$ 153,660
Total Operational Non-Rate Revenues	1,606,880	91,350	1,760,540	153,660
Salaries & Benefits				
BPOU TP Labor *(1)	324,480	(480)	339,040	14,560
Total Salaries & Benefits	324,480	(480)	339,040	14,560
Supply & Treatment				
NDMA, 1,4-Dioxane Treatment	229,900	(19,900)	241,600	11,700
VOC Treatment	23,300	760	31,500	8,200
Perchlorate Treatment	437,800	95,207	477,000	39,200
Other Chemicals	67,900	(32,900)	81,900	14,000
Treatment Plant Power	303,200	21,800	369,200	66,000
Treatment Plant Maintenance	48,000	14,000	48,000	-
Well & Pump Maintenance	-	33,000	-	-
Total Supply & Treatment	1,110,100	111,967	1,249,200	139,100
Other Operating Expenses				
Contract Labor	20,000	(20,000)	20,000	-
General Plant	15,000	13,000	15,000	-
Vehicles & Equipment	14,300	(1,300)	14,300	-
Field Support & Other Expenses	-	-	-	-
Regulatory Compliance	101,000	(6,000)	101,000	-
Total Other Operating Expenses	150,300	(14,300)	150,300	-
General & Administrative				
Add: Capital Assets (District-Funded)	2,500	(2,500)	2,500	-
Insurance	12,000	(3,500)	12,000	-
Professional Services	7,500	163	7,500	-
Total General & Administrative	22,000	(5,837)	22,000	-
Total Expense	1,606,880	91,350	1,760,540	153,660
Operational Net Income	-	-	-	-
Capital Expenses				
N/A	-	-	-	-
Less: Total Capital Expenses	-	-	-	-
Less: Depreciation Expense	(105,000)	-	(105,000)	-
Net Income (Loss)	\$ (105,000)	\$ -	\$ (105,000)	\$ -

*(1) The labor expense depicted here is the amount of labor billed to the BPOU in which the District receives reimbursement which is shown on Table 1.5 in operational non-rate revenue (BPOU Service Fees).

**La Puente Valley County Water District
Adopted Salary Schedule - To Be Effective January 1, 2024**

Range	Position	Time	Salary Range		
			Begin	Mid	End
GM	General Manager	Annual	\$ 173,400	\$ 200,981.88	\$ 228,563.76
		Month	\$ 14,450	\$ 16,748	\$ 19,047
		Hour	\$ 83.37	\$ 96.63	\$ 109.89
OMS	Operation and Maintenance Superintendent	Annual	\$ 131,479	\$ 151,649.70	\$ 171,820.32
		Month	\$ 10,957	\$ 12,637	\$ 14,318
		Hour	\$ 63.21	\$ 72.91	\$ 82.61
WTSS	Water Treatment & Supply Superintendent	Annual	\$ 131,479	\$ 151,649.70	\$ 171,820.32
		Month	\$ 10,957	\$ 12,637	\$ 14,318
		Hour	\$ 63.21	\$ 72.91	\$ 82.61
WTS	Water Treatment & Supply Supervisor	Annual	\$ 104,273	\$ 121,135.36	\$ 137,998.16
		Month	\$ 8,689	\$ 10,095	\$ 11,500
		Hour	\$ 50.13	\$ 58.24	\$ 66.35
WDS	Water Distribution Supervisor	Annual	\$ 100,031	\$ 116,523.08	\$ 133,015.60
		Month	\$ 8,336	\$ 9,710	\$ 11,085
		Hour	\$ 48.09	\$ 56.02	\$ 63.95
LWT	Lead Water System Operator (Treatment)	Annual	\$ 88,536	\$ 102,836.60	\$ 117,137.20
		Month	\$ 7,378	\$ 8,570	\$ 9,761
		Hour	\$ 42.57	\$ 49.44	\$ 56.32
LWD	Lead Water System Operator (Distribution)	Annual	\$ 88,536	\$ 102,836.60	\$ 117,137.20
		Month	\$ 7,378	\$ 8,570	\$ 9,761
		Hour	\$ 42.57	\$ 49.44	\$ 56.32
WSOII	Water System Operator II	Annual	\$ 76,413	\$ 88,476.11	\$ 100,539.45
		Month	\$ 6,368	\$ 7,373	\$ 8,378
		Hour	\$ 36.74	\$ 42.54	\$ 48.34
WSOI	Water System Operator I	Annual	\$ 66,667	\$ 76,390.71	\$ 86,114.10
		Month	\$ 5,556	\$ 6,366	\$ 7,176
		Hour	\$ 32.05	\$ 36.73	\$ 41.40
WMW	Water System Maintenance Worker	Annual	\$ 56,253	\$ 65,177.71	\$ 74,102.90
		Month	\$ 4,688	\$ 5,431	\$ 6,175
		Hour	\$ 27.04	\$ 31.34	\$ 35.63
CSAS	Customer Service & Accounting Supervisor	Annual	\$ 97,448	\$ 113,861.65	\$ 130,275.39
		Month	\$ 8,121	\$ 9,488	\$ 10,856
		Hour	\$ 46.85	\$ 54.74	\$ 62.63
HRCAA	Human Resources Coordinator / Administrative Assistant	Annual	\$ 86,256	\$ 101,111.12	\$ 115,966.71
		Month	\$ 7,188	\$ 8,426	\$ 9,664
		Hour	\$ 41.47	\$ 48.61	\$ 55.75
LCSA	Lead Customer Support & Accounting Clerk	Annual	\$ 69,709	\$ 80,070.69	\$ 90,432.06
		Month	\$ 5,809	\$ 6,673	\$ 7,536
		Hour	\$ 33.51	\$ 38.50	\$ 43.48
CSAII	Customer Support & Accounting Clerk II	Annual	\$ 61,857	\$ 72,169.37	\$ 82,481.62
		Month	\$ 5,155	\$ 6,014	\$ 6,873
		Hour	\$ 29.74	\$ 34.70	\$ 39.65
CSAI	Customer Support & Accounting Clerk I	Annual	\$ 55,356	\$ 64,679.46	\$ 74,003.15
		Month	\$ 4,613	\$ 5,390	\$ 6,167
		Hour	\$ 26.61	\$ 31.10	\$ 35.58

STAFF Report



Date: December 11, 2023
To: Honorable Board of Directors
Subject: Consideration of Adoption of an Alternative Workweek Schedule

Purpose: *Approve 9/80 alternative workweek, which allows District employees to work 80 hours over a nine-day period.*

Recommendation: *Adopt Resolution No. 299 Approving an Alternative Workweek*

Fiscal Impact: *This action has no direct fiscal impact. However, during implementation of the transition to a 9/80 schedule, the District would absorb a one-time impact of four hours of staff time to ensure each employee receives their full compensation for that respective pay period.*

BACKGROUND

A 9/80 work schedule, which typically involves working 80 hours over nine days instead of the traditional 10 days, can offer several benefits for both employees and employers. Such benefits include:

- Employee Morale - Providing employees with a 9/80 workweek can enhance work-life balance, allowing them longer weekends and more personal time, leading to higher overall morale.
- Recruitment and Retention - Offering alternative work schedules is an attractive benefit for potential employees and contribute to the retention of current staff, creating a competitive advantage in the job market.
- Productivity - Longer workdays can lead to increased productivity as employees have fewer days of the week with potential disruptions.
- Commuting and Costs - Less days to commute, employees can experience time and cost savings associated with transportation.
- Flexibility - A 9/80 schedule provides flexibility, allowing employees to schedule personal appointments or attend to other commitments without taking time off during regular workdays.
- Cost Savings – Savings in Overhead costs (e.g. Power cost to operate the office)

As a result of these benefits, on October 9, 2023, District staff discussed the benefits of the 9/80 work schedule during a regular board meeting of the Board of Directors. As required by the California Labor Code, on October 18, 2023, District staff held a secret ballot that allowed employees to vote on the transition to a 9/80 work schedule.

SUMMARY

A 9/80 work schedule revises an employee's work schedule so that the employee works 80 hours in nine days over a two-week period.

Under the 9/80 schedule, an employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off when compared to the current work schedule (2024 calendar that details the Friday's off is

enclosed herein as Enclosure 1) District will be closed. In compliance with the Fair Labor Standard Act (FLSA), the District has defined the workweek as such:

	MON	TUE	WED	THU	FRI	SAT	SUN
*WEEK 1	7:00 am-4:30pm	7:00 am-4:30pm	7:00 am-4:30pm	7:00 am-4:30pm	OFF	-	-
*WEEK 2	7:00 am-4:30pm	7:00 am-4:30pm	7:00 am-4:30pm	7:00 am-4:30pm	7:00 am-3:30pm	-	-

**Employees will take a 30-minute lunch break.*

Under the 9/80 Schedule, the workweek and workday will be defined as follows:

- **Workweek:** Starts Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.
- **Workday:** Starts at 12:00 a.m. and ends at 11:59 pm

Note that the work week splits on Fridays, with four hours credited to the employee's previous calendar work week and four hours credited to the employee's new calendar work week.

Overtime will also change as employees will now be compensated at time and one-half for hours worked over 9 hours in a workday and employees working the eight-hour Friday workday shall be compensated at time and one half after 8 hours. Additionally, to align with the new schedule the District will be transitioning from a semi-monthly to a bi-weekly pay frequency, which means employees will be paid every two weeks instead of twice a month. The alignment of the 9/80 work schedule to biweekly pay is expected to enhance efficiency and streamline payroll processes. In assessing metrics in customer service walk-ins, Fridays at the District typically consists of helping an average of nine (9) walk-in customers.

Lastly, the District has effectively communicated the changes to staff, minimizing potential impacts on employees. In addition, the community has also been informed through various channels, including social media, the District website, signage at the District office, and messaging on their water bills.

FISCAL IMPACT

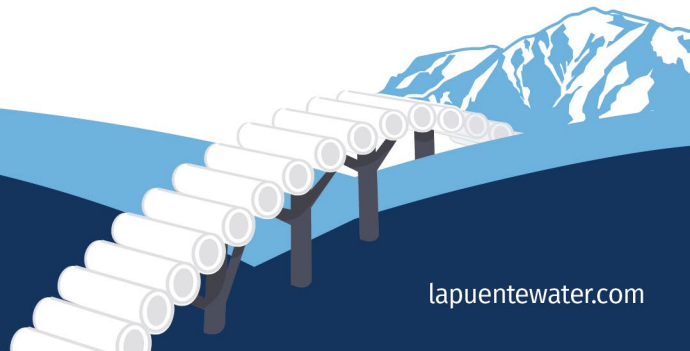
This action has no direct fiscal impact. However, during implementation of the transition to a 9/80 schedule, the District would absorb a one-time impact of four hours of staff time to ensure each employee receives their full compensation for that respective pay period.

RECOMMENDATION

Adopt Resolution No. 299 approving an alternative workweek schedule.

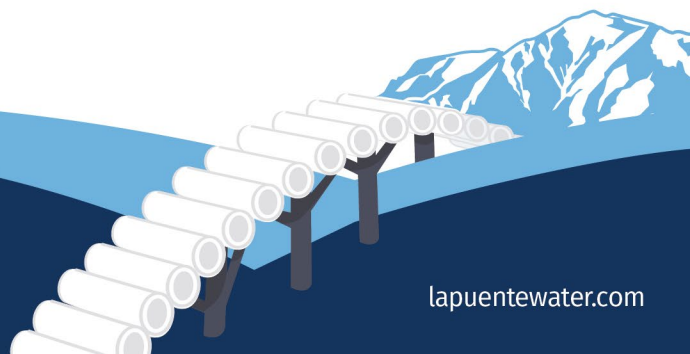
Respectfully Submitted,

Roy Frausto
General Manager



ENCLOSURES

- Enclosure 1: 2024 Calendar
- Enclosure 2: Resolution No. 299





RESOLUTION NO. 299

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
LA PUENTE VALLEY COUNTY WATER DISTRICT APPROVING
ALTERNATIVE WORKWEEK**

WHEREAS, the management and employees of the La Puente Valley County Water District (the “District”) have considered altering the District’s scheduled workweek, as allowed under Labor Code Section 511; and

WHEREAS, in a secret ballot election, the District’s employees recently voted to approve altering the District’s scheduled workweek to a “9/80” workweek, under which the employees would work a total of eighty (80) hours over nine (9) working days in a two (2) week period; and

WHEREAS, the District’s Board of Directors should concur in and approve the change to the alternative, “9/80” workweek.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF LA PUENTE VALLEY COUNTY WATER DISTRICT DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The District’s Board of Directors (the “Board”) hereby approves the “9/80” workweek, as approved by the District’s employees, to be effective, January 1, 2024, which schedule will be as follows:

	MON	TUE	WED	THU	FRI
WEEK 1	9	9	9	9	OFF
WEEK 2	9	9	9	9	8

Proposed schedule:

	MON	TUE	WED	THU	FRI
WEEK 1	7:00 am- 4:30pm	7:00 am- 4:30pm	7:00 am- 4:30pm	7:00 am- 4:30pm	OFF
WEEK 2	7:00 am- 4:30pm	7:00 am- 4:30pm	7:00 am- 4:30pm	7:00 am- 4:30pm	7:00 am- 3:30pm

SECTION 2. The Board hereby adopts the further details pertaining to the newly adopted workweek schedule: (a) lunch period will be for thirty (30) minutes; (b) the workweek will start on Friday at 11:00 am and ends the following Friday at 10:59 a.m.; and (c) the workday will start at 12 midnight and end at 11:59 p.m.; and

SECTION 3. The Board directs the District's General Manager to provide notice of this action to all applicable regulatory agencies, including, but not limited to, the Department of Industrial Relations and the California Labor Commissioner, and to revise the District's Personnel Manual accordingly.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of La Puente Valley County Water District at a meeting held on December 11, 2023.

Ayes:
Nays:
Abstains:
Absent:

Henry P. Hernandez, President
Board of Directors
La Puente Valley County Water District

ATTEST:

Roy Frausto, Board Secretary

2024

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FRIDAYS OFF

HOLIDAYS

STAFF Report



Date: December 11, 2023
To: Honorable Board of Directors
Subject: Updates to the District's Employee Policies and Procedures Manual

Purpose: *Update the Employee Polices and Procedures Manual to reflect updates made throughout the year and to comply with law changes.*

Recommendation: *Review and approve the enclosed Employe Policies and Procedures Manual (Employee Manual)*

Fiscal Impact: *No fiscal impact as a result of this action.*

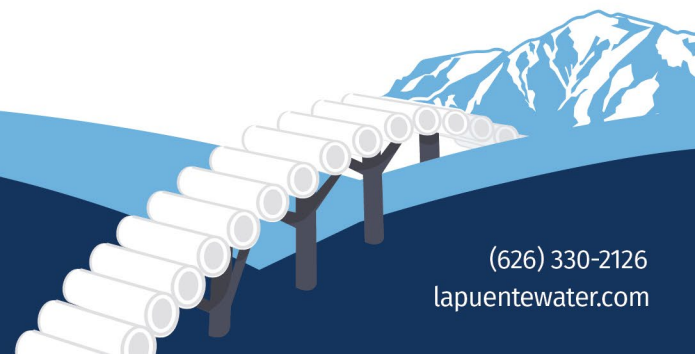
BACKGROUND

The Employee Policies and Procedures Manual (Manual) encompasses guidelines/policies on the following subjects:

1. Employment
2. Compensation
3. Benefits
4. Request for Reasonable Accommodation
5. Nondiscrimination and Complaint Procedure
6. Workplace Violence
7. Anti-Harassment and Complaint Procedure

The objective of the Manual is to provide fair and equitable management of the District's personnel. The Manual is intended to ensure uniform and fair treatment of applicants for employment and for District employees and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The District has reserved the right to amend, modify or delete any and all provisions contained in this Manual, including those concerning employee benefits, at any time and with or without notice, except for compliance with Government Code Section 54950 et seq. (the "Ralph M. Brown Act"). The Manual was last revised in August 2023.



SUMMARY

Periodically, staff reviews the Manual to identify necessary updates in alignment with new laws or recommended changes by our insurance provider, ACWA JPIA, or District Counsel. The revisions that staff are proposing include changes to reflect a 9/80 alternative work schedule and changes as a result of new legislation described in the enclosed Summary Document.

For your review, enclosed is Resolution No. 300 that includes the summary of the proposed changes and the draft Manual.

FISCAL IMPACT

No fiscal impact as a result of this action.

RECOMMENDATION

Adopt Resolution No. 300 amending the current employee manual.

Respectfully Submitted,



Angelina Padilla

ENCLOSURES

- Enclosure 1: Resolution No. 300
- Enclosure 2: Employee Manual
- Enclosure 3: Summary Document



**RESOLUTION NO. 300
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT
AMENDING ITS EMPLOYEE POLICIES AND PROCEDURES MANUAL**

WHEREAS, the Board of Directors of the La Puente Valley County Water District (the "District") adopted an Employee Policies and Procedures Manual (the "Manual") to govern all matters related to employment at the District;

WHEREAS, District staff regularly reviews and proposes updates to the Manual as necessary to reflect changes in the law, incorporate industry best practices, or revise or adopt new policies or procedures to better improve the benefits, safety, or workplace conditions generally, with regards to employment at the District;

WHEREAS, the District has conducted a regular review of its Manual and desires to make certain revisions to the Manual to reflect the foregoing;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the La Puente Valley County Water District hereby amends its Employee Policies and Procedures Manual as reflected in the attached overview document and as specified in the draft Manual in the form presented to the Board of Directors.

BE IT FURTHER RESOLVED, that the District's General Manager shall present the Manual, as revised, to all District employees as soon as feasible and changes made in the Manual will take effect immediately.

ADOPTED, SIGNED AND APPROVED this 11th day of December 2023

Ayes:
Noes:
Absent:
Abstain:

President
Board of Directors
La Puente Valley County Water District

ATTEST:

Roy Frausto, Board Secretary

EMPLOYEE POLICIES
AND
PROCEDURES MANUAL



Revised December 2023



EMPLOYEE POLICIES AND PROCEDURES MANUAL

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LA PUENTE VALLEY COUNTY WATER DISTRICT EMPLOYEE POLICIES AND PROCEDURES MANUAL

I. PREAMBLE AND TITLE

This Manual shall be known as the La Puente Valley County Water District Employee Policies and Procedures Manual (the "Manual"). This Manual supersedes the Personnel Manual that was adopted by the Board of Directors on August 14, 2023, and all subsequently adopted amendments thereto.

II. PURPOSE

It is the objective of the La Puente Valley County Water District (the "District") to provide fair and equitable personnel management. This Manual is intended to ensure uniform and fair treatment of applicants for employment at the District and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The Board of Directors of the District reserves the right to amend, modify or delete any and all provisions contained in this Manual and shall comply with Government Code Section 54950 et seq. (the "Ralph M. Brown Act") as required.

III. AUTHORITY AND ADMINISTRATION

- A.** The Board of Directors of the La Puente Valley County Water District has approved the provisions of this Manual. The Board shall approve all additions, amendments and revisions to the personnel policies and procedures contained in this Manual.
- B.** The General Manager is responsible for implementing, administering, and ensuring compliance with the provisions of this Manual. In the event any provision of this Manual requires clarification, the General Manager may issue administrative instructions or guidelines clarifying the intent of said provision as adopted by the Board of Directors. The General Manager may develop and enforce procedures, consistent with this Manual, to facilitate its implementation.

IV. DEFINITIONS

For the purposes of this Manual the following definitions apply:

- A.** Board of Directors or Board - Board of Directors of the La Puente Valley County Water District.
- B.** Department Head - Employees who are directly responsible to the General Manager for the

supervision and/or management of Field Operations, Engineering/Compliance, and Customer Service/Accounting Departments.

- C.** District - The La Puente Valley County Water District which is formed pursuant to the County Water District Law (Water Code Sections 30000, et seq.).
- D.** Exempt/Executive Employee - The General Manager and other employees that may be designated as such. These employees are paid on a salary basis for work performed with no overtime pay. As salaried senior officials of the District, Executive personnel are expected to work those hours necessary to complete their duties and responsibilities.
- E.** Full-Time Regular Employee - All employees appointed by the General Manager for employment on a regular basis and work 40 hours per week. A Full-Time Regular Employee may be an Exempt or Non-Exempt employee.
- F.** General Manager - The General Manager of the District, duly appointed by a majority vote of the Board of Directors.
- G.** Non-Exempt Employee - Any employee who is paid wages for each hour of work performed and is eligible to receive overtime pay according to law.
- H.** Office Administrator – The employee who has been designated by the General Manager to carry out the duties of the position of Office Administrator as set forth in this Manual. The employee designated by the General Manager to serve in this capacity may vary pursuant to the matter to be addressed.
- I.** Part-Time Regular Employee - Any employee who is assigned a work schedule of less than 1000 hours per fiscal year. Such employees are not entitled to District benefits unless otherwise prescribed by law. See Section VII(N)(c) for exceptions.
- J.** Temporary Employee - Any employee hired by the General Manager for a limited period of time, paid by the hour, is not provided any District benefits other than those stipulated by state and federal law, and is eligible to receive overtime pay according to law.
- K.** Intern – A part-time, temporary employee hired by the General Manager for the purpose of gaining hands-on work experience and completing work related tasks at the direction of the intern’s supervisor. This position is for a limited period of time, paid by the hour, and not provided District benefits other than those stipulated by state and federal law.

V. EMPLOYMENT

A. At-Will Employment

Employment with the District is “At-Will” for all employees and interns, with the exception of the General Manager who is employed under a contract with the District. At-Will Employment is not guaranteed for any length of time and may be terminated at any time, with or without cause, or with or without notice, by the District or by the employee, unless otherwise expressly agreed by a written employment agreement, subject to applicable law. Because employment with the District is At Will, the

guidelines in this Manual do not create any contractual or other rights (expressed or implied) for any employee in these classifications. Only the Board of Directors has the authority to enter into any agreement for employment for any specified period of time for any employee of the District.

B. Hiring of Employees

1. The District is an equal opportunity employer and will comply with all policies of the United States and the State of California which protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination because of race (including any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender expression or identity, genetic information, physical handicap, national origin, ancestry or any other protected class or characteristic under state or federal law. Decisions made by the District with regards to employees will be based upon policies and practices that further the principles of equal employment opportunity.
2. In accordance with Section 30540(a) of the California Water Code, the Board shall appoint by majority vote a General Manager, whose employment may be secured by an Employment Agreement. In accordance with Sections 30580 and 30581 of the California Water Code, the General Manager shall hire new employees for those positions approved by the Board pursuant to the approved salary resolution.
3. Prior to commencing employment with the District, applicants for safety sensitive field positions will undergo and must pass a pre-employment physical examination, alcohol and drug use screening, and a background investigation. Applicants for office positions are not safety sensitive positions but must pass a background investigation before commencing work with the District. All offers to hire new employees shall be made subject to the condition that the prospective employee successfully passes a physical exam, alcohol and drug screening, (if applicable) and background investigations to the reasonable satisfaction of the District.
4. The District may, in its sole discretion, abolish any position or terminate employment due to lack of work, lack of funds, reorganization, or other legitimate reason or business purpose. The employee holding such a position or employment may be laid off without disciplinary action and without the right of hearing or appeal. Employees to be laid off shall be given at least 14 calendar days' prior written notice.
5. Temporary Employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.
6. Intern employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.

C. Introductory Period

1. Newly hired or re-hired Non-Management Full-Time Employees will serve an introductory period of six (6) months. Upon conclusion of the introductory period, the

employees' performance will be evaluated. The General Manager may extend an employee's introductory period upon written notice to the employee.

2. Passing the introductory period with a satisfactory evaluation is a requirement for continued employment with the District. An introductory employee is employed At Will and may be terminated from his/her employment with the District at any time during the introductory period without cause or notice or the right to a hearing or appeal.
3. Newly hired employees must satisfactorily pass their introductory period to qualify for floating holidays, certification bonuses or to be eligible for educational or steel toe boot reimbursement.
4. Employees terminated during their introductory period shall not be entitled to nor be paid for accrued sick leave or floating holidays unless otherwise mandated by law. However, introductory employees will accrue vacation and sick leave at the normal rate during the introductory period. Accrued vacation time shall be available for use should their employment continue beyond the introductory period or be paid out upon termination unless a prior arrangement was made during the hiring/recruitment process with the General Manager or his/her designee.
5. If an employee is promoted to a higher-level non-management position, that employee will be required to serve a six (6) month introductory period in the new position. The General Manager shall determine upon completion of the introductory period whether the employee has met the performance expectation in the new position. The General Manager may determine if an employee has not done so and demote that employee to his/her previous position if such position is available, or an equivalent position for which the employee is qualified if such position is available, and such decision and action shall not be considered as discipline under Subsection K, below, and shall not entitle the employee to the right of notice, hearing, or appeal. If an employee is promoted to an Executive/Management position, his/her position shall remain At-Will.
6. A promoted employee will continue to accrue vacation and sick leave and is eligible for floating holidays as provided elsewhere herein as well as eligible to take vacation during said introductory period.
7. Successful completion of the introductory period does not assure an employee of continued employment with the District.

D. Periodic Employee Evaluation

The General Manager and the respective Department Heads shall evaluate the performance of each employee upon completion of the introductory period. Performance evaluations will be conducted at least annually based on the date of hire, or more frequently at the discretion of the Department Heads or the General Manager.

E. Normal Workday

The District operates on a 9/80 alternative work schedule. Under this schedule, the employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off when compared to the traditional work schedule. The beginning of an employee's work week is every Friday at 11:00 am. The District will be open for business Monday through Thursday from 7:00 a.m. to 4:30

p.m. and every other Friday from 7:00 a.m. to 3:30 p.m., except for holidays as provided elsewhere herein.. The General Manager or Department Heads shall determine the work schedules for employees and may designate alternate workday hours on a temporary basis, or as otherwise determined to be necessary or desirable, when the District operations make such designations desirable.

1. Each office employee will have one-half (1/2) hour off for lunch each day from Monday through Friday, subject to the reasonable scheduling requirements of the District. Each field operation employee will normally have one-half (1/2) hour off for lunch each day, subject to the reasonable scheduling requirements of the District. Employees are not paid for meal breaks.
2. Break periods not exceeding ten (10) minutes, one during each work period of three hours or more (e.g., once in the morning and once in the afternoon), shall be provided to employees. Employees are paid for these breaks.
3. Daily hours of work will be assigned by each employee's Department Head, or the General Manager as required to meet the requirements of that Department.
4. Overtime will be paid as provided in this Manual, as required by applicable law.
5. Attendance is an essential function for all District positions and punctuality is expected at all times. A lack of either is grounds for disciplinary action. If an employee is more than seven (7) minutes late for work, that employee may be required to use accrued vacation time to make up for lost work due to tardiness.

F. On-Call Duty

1. All full-time regular field operation personnel (hereinafter referred to as “field employees”) are required to participate in On-Call duty, which is an essential function of the job. It is assigned on a rotating basis by the General Manager or the designated Department Head.
 - a. The designated On-Call employee will be provided with a radio equipped District vehicle and a District cellular phone. The employee assigned this type of On-Call duty will be the first person contacted during non-regular business hours for questions and emergencies related to the distribution system and customer service issues, along with production and treatment system related issues. Accordingly, the On-Call employee on duty must be readily available for contact by telephone and able to respond within 30 minutes to the service call location.
 - b. This On-Call employee must also respond promptly to any SCADA alarm by remotely accessing the SCADA system to acknowledge the alarm and assess the issue. If the issue cannot be resolved via remote access, then the On-Call employee must respond to the problem site within one hour thereafter. The On-Call personnel shall perform a water system check remotely via SCADA each evening after a regular workday sometime between 7:00 p.m. and 10:00 p.m. or as directed by his/her supervisor.
 - c. This On-Call employee shall possess at least a Grade 2 Treatment Plant Operator license and a Grade 2 Distribution Operator license issued by the State of California.

- d. All On-Call duty personnel shall wear a District uniform at all times when conducting District business.
2. On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business.
3. All On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

G. Policy Against Substance Abuse in the Workplace

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce, as well as the health and welfare of its employees. In recognition of the District's responsibility to maintain a safe work environment, the District strictly prohibits any form of substance abuse. The term "substance abuse" includes, but is not limited to, the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair an employee's work performance and/or ability to perform his or her job safely.

1. All Employees of the District shall not:
 - a. Be at work or on call, drive a vehicle on District business, or operate any District equipment while under the influence of any amount of alcohol, or illegal or unauthorized drugs, or other mind-altering substances, including, but not limited to marijuana, which would result in a positive alcohol or drug test.
 - b. Ingest alcohol or marijuana, possess open containers of alcohol, possess marijuana unless prescribed for medicinal purposes, or use or possess illegal drugs of any kind while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs of any kind to any person while on duty. If the use by an employee of a prescription drug may create an unsafe working condition which may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of District business, this fact must be reported by the employee to his/her Department Head prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the General Manager or Department Head. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.
2. Pre-Placement/Post Offer Controlled Substance Testing
 - a. Any offer of employment for safety sensitive field positions will be conditioned upon the applicant passing a drug screening analysis. The General Manager or Office Administrator shall coordinate the drug screening process. Any applicant who refuses to be tested will not be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.
3. Reasonable Suspicion Testing
 - a. Field Employees are subject to drug and alcohol testing when there is a

reasonable suspicion that the employee has violated the rules set forth herein against drug and alcohol use. Such Reasonable Suspicion Testing shall include any drug and alcohol testing subsequent to any employment related injury requiring medical attention or incident involving damage to any District property.

- b. Field Employees are subject to drug and alcohol testing when they are involved in an accident involving either: 1) the operation of a District vehicle; or 2) physical injury to a District employee or member of the public.
- c. When a field employee has previously been found in violation of this Section V (G), that employee may be required to submit to periodic unannounced drug and alcohol testing as a condition of remaining in or returning to District employment.
- d. Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who failed an alcohol or controlled substance test.

H. Smoking

Smoking, including the use of e-cigarettes and vapes, is strictly prohibited at all times while carrying out District work assignments. In accordance with California law, smoking, including the use of e-cigarettes and vapes, is prohibited in and within twenty (20) feet of all District buildings and vehicles.

I. Outside Employment

The District is entitled to the unqualified loyalty of its employees. District employees shall positively represent the District; and the actions of its employees will not conflict with the best interests of the District. No employee of the District shall therefore be permitted to carry on concurrently with their employment with the District, any private business or undertaking which may detrimentally affect the time or quality of work for the District or create a conflict of interest with the District, unless expressly authorized in writing in advance by the General Manager.

J. Job Injury

1. Injuries suffered by employees while in the course of performing work for the District are covered by the District's workers' compensation insurance provider. All such job injuries, including any situation that results in serious injury or illness or death, must be immediately reported to the employee's Department Head and General Manager, who will promptly complete documentation of the injury and forward it to the Office Administrator who will submit an "Employee's Claim for Compensation Benefits" form (DWC Form 1).
2. Workers' Compensation will be supplemented as follows:
 - a. An employee will receive supplemental District pay for a period of up to three (3) days, as determined by the General Manager, so that said employee will receive equivalent regular pay for the maximum three (3) day period. After the maximum three (3) day period, the employee will be eligible to receive benefits under the District's workers' compensation insurance policy as authorized by the District's workers' compensation provider, should the injury prevent the

employee from returning to work for more than three (3) days.

- b. The General Manager, at his/her sole discretion, may grant supplemental District pay for longer periods of time than provided above.
- c. Employees may elect to use either accrued sick leave or vacation to supplement workers' compensation benefits in order to receive an equivalent regular paycheck, once the District payments, as provided for in Subsections "a" and/or "b" herein, have been exhausted. Said sick leave or vacation will be used in half (1/2) hour increments.
- d. The District will attempt to accommodate an employee's return to work after suffering a work-related injury on a case-by-case basis depending on the circumstances of the injury, the District's reasonable needs and, if applicable, availability of light duty work. The General Manager shall make such determination in his or her sole discretion.

K. Disciplinary Action

1. The District may discipline, up to and including termination, any employee for cause at any time, provided that all District employees are At-Will and subject to termination at any time. Disciplinary action for non-at-will employees includes, but is not limited, to, the following:
 - a. Oral Warning. A formal discussion with an employee, usually by the employee's Supervisor or Department Head, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Supervisor or Department Head shall make a written record of the warning which shall be placed and maintained in the employee's personnel file as an "oral warning."
 - b. Written Reprimand. A formal written notice, usually by the employee's immediate Department Head or General Manager, to the employee regarding performance or conduct problems, the need for the employee to improve and what improvement is expected. The written reprimand shall be filed in the employee's personnel file, along with a signed acknowledgment of receipt of the written reprimand from the employee. The employee may respond in writing to the written reprimand within seven (7) days, which response, if any, shall be placed in the personnel file with the written reprimand.
 - c. Suspension. An involuntary leave of absence without pay subject to the provisions in sections J-2 and J-3 below.
 - d. Demotion. Reduction from one position to another having a lower salary range for disciplinary purposes (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
 - e. Discharge. Termination of employment.
2. Suspensions of Three (3) Days or Less.
 - a. The General Manager has discretion to suspend any employee for a period of

three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if any, shall be placed in the personnel file with the notice of suspension.

3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
 - a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
 - i. A description of the proposed disciplinary action and its effective date(s);
 - ii. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
 - iii. copies of documents upon which the proposed disciplinary action is based, if any;
 - iv. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - v. a statement of the employee's right to representation; and
 - vi. a statement of the employee's right to appeal should such proposed disciplinary action become final.
 - b. Prior to the effective date of such suspension, demotion, or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to his or her Department Head or Office Administrator.
 - c. If an employee responds to a notice of proposed disciplinary action, the proposed disciplinary action shall be stayed for two (2) business days, at which time the employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action.
 - d. Should a proposed suspension, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to Section V(K)(4), below.
 - e. An employee shall be given reasonable time off without loss of pay

to attend a pre-disciplinary meeting and/or interview pursuant to Section V(K)(4), below.

4. Disciplinary Appeals

- a. A suspension of more than three (3) days, demotion, or discharge may be appealed to the District's designated Office Administrator. The appeal shall be presented to the Office Administrator within five (5) calendar days following the employee's receipt of the written notice of such discipline under this Section or Section V(K)(3)(a) should the employee respond to the proposed disciplinary action pursuant to Section V(K)(3)(b). All disciplinary appeals shall be in writing and shall be signed by the employee. If, within the five (5) calendar day appeal period, the employee does not file said appeal, the action of the District shall be considered final and conclusive.
- b. If the employee timely files an appeal, the Office Administrator shall initiate an investigation on the suspension, demotion or discharge that the Office Administrator deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the Office Administrator and to submit any documentary evidence the employee desires to have reviewed during the appeal.
- c. The Office Administrator shall render a decision sustaining, reducing or rescinding an appealed disciplinary action. If an action to suspend or demote is reduced or rescinded, the appellant shall be entitled to restoration of pay and/or benefits in a manner consistent with the Office Administrator's decision. If an action to discharge is reduced to a suspension, the appellant shall be restored to his or her position or a similar position in the same department, subject to forfeiture of pay and benefits for all or a portion of the period of time the appellant was suspended. If an action to discharge is rescinded, the appellant shall be reinstated to his or her former position or a similar position in the same department and shall receive pay and benefits for the entire period of time he or she was removed from duty.
- d. The decision of the Office Administrator is subject to appeal by the terminated employee to the General Manager. The General Manager will not conduct a hearing or a new investigation. The General Manager will review the record on appeal and, within forty-five calendar days following the Office Administrator's decision, will render a decision based thereon, sustaining, overturning, or modifying the Office Administrator's decision. The decision of the General Manager is final.

L. Standards of Conduct

Disciplinary actions are imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the common acts that lead to disciplinary action:

1. Actions contrary to the rules and regulations of the District, including those contained in this Manual.
2. Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
3. Using, possessing, dealing, distributing, or being under the influence of alcohol or marijuana, illegal narcotics, non-prescription or unlawful drugs, or other mind-altering substances, or the use of prescription drugs that may affect the safety of the employee or others, while on duty or at work locations, while on-call, or reporting to work or operating District vehicles or equipment.
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Supervisor, Department Head or General Manager.
5. Inefficiency, dishonesty, incompetence, carelessness, or negligence in the performance of duties.
6. Sexual harassment or other unlawful harassment of another employee, customer or any other individual.
7. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
8. Rude or discourteous treatment of other employees, customers or any other individual.
9. Inattention to duty, tardiness, carelessness or negligence in the care and handling of District property.
10. Loss or misuse of District funds.
11. Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies.
12. Misuse of sick leave, including using sick leave under false pretenses.
13. Furnishing false information to obtain employment, or falsification of time sheets or other District records and reports.
14. Absence from duty without proper authorization, failure to report after leave of absence has ended or been disapproved, revoked, or canceled.
15. Acceptance of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
16. Outside work not previously authorized in writing by the General Manager or such work that creates a conflict of interest with District work or detracts from the efficiency of the employee in the effective performance of District functions.

17. Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
18. A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
19. Refusal to submit to drug and alcohol tests when directed to do so by the General Manager, Department Heads or Supervisor pursuant to Section V(G) of this Manual.
20. Testing positive for the presence of a controlled substance or alcohol pursuant to Section V(G) of this Manual.
21. Failure to immediately report an accident or injury to the Supervisor, Department Head or General Manager.
22. Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
23. Working overtime without proper authorization.
24. Failure to use or wear proper safety gear, equipment and/or PPE.
25. Violation of any safety practices, including, but not limited to, wearing earbuds during field work operations and/or driving a District vehicle.

M. Injury and Illness Prevention Program (IIPP)

An injury and illness prevention program is a proactive process to help employers find and fix workplace hazards before workers are hurt. The purpose of this program is to prevent illnesses, injuries and fatalities in the workplace. A copy of the District's current Illness and Injury Prevention Program may be obtained from the Office Administrator.

N. Lactation

In compliance with Labor Code Section 1031, the District will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's workspace. The District will provide additional break time to an employee to express milk as required under Labor Code Sections 1031 and 1033. Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to the Office Administrator. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. The District will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how the District will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the District violates the employee's right to such lactation accommodation.

O. Dress Code and Safety Equipment

1. The District will provide all full-time field employees with District uniforms to be worn while on duty. The District will also provide all field employees with necessary District owned safety equipment (e.g., safety vests, hard hats, etc.), which will be properly cared for by the employee.
2. Field employees shall be granted an allowance of up to \$350 per year for the purchase of steel toe boots. Employees must submit itemized receipts to the Office Administrator in order to receive reimbursement for said allowance.
3. All employees shall present a clean and neat appearance at all times; provided this provision shall not prohibit any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists.
4. Office personnel will dress in a manner consistent with good business practices.
5. No employee shall have visible tattoos on the head, face, or neck. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin, or be extremist in nature or gang related. Any tattoos in violation of this Section must be covered with clothing or a bandage while at work or must be removed.

P. Electronic Communications

The District uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, and radios. All such electronic communications are official District's records and are the property of the District. The District reserves the right to access and disclose all messages transmitted through its system or equipment for any purpose. Employees should not, and do not have an expectation of privacy when it comes to their use of any District owned electronic communication devices. Communications transmitted over said forms of electronic communications should be limited to District business and District related activities or the accomplishment of business-related tasks.

Q. Cell Phone Usage

The use of cellular phones when operating an automobile or any motorized vehicle while conducting District business is prohibited, with the exception of the use of an integrated hands-free vehicle phone system for phone calls only (i.e., text messaging and Bluetooth headsets/earpieces do not fall within this exception).

R. Cell Phone Allowances

1. The terms upon which employees whose job duties require them to routinely be available by cell phone or to have access to a cell phone when they are performing their duties away from their office. Employees will be compensated for using their personal cell phone to meet those needs.
2. The District provides cell phones to field employees and the General Manger but does not provide office employees with District owned cell phones for their use. Office Employees, as determined by the General Manager, whose job duties require them to

regularly use or be available by personal cell phone may be eligible for a cell phone allowance to compensate for the business use of their personal devices.

3. A cell phone allowance is available either on an ongoing or short-term basis. Receipt of a cell phone allowance shall be based upon job duties. Individuals whose duties routinely or temporarily include the following may be eligible for a regular or temporary (minimum of two pay periods) allowance:
 - a. Critical and/or emergency decision making
 - b. Safety or security
 - c. Considerable time away from an assigned office or work area, without assigned telephone access
 - d. Required to be accessible outside of scheduled or normal working hours on a routine basis
4. The General Manager must confirm, in writing, that an employee meets at least one of these criteria and must recommend that the employee receive a cell phone allowance to compensate for business use of a personal cell phone.
5. A technology allowance approval form may be made at any time during the year. Allowances are not available retroactively. All approved allowances will be processed on the first available payroll.
6. A cell phone allowance does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay for purposes of calculating pay raises or overtime rates.
7. In order to receive a cell phone allowance, an employee must agree to the following:
 - a. To obtain and maintain a personal cell phone and sufficient service to enable accomplishment of necessary job duties.
 - b. That they are responsible for any loss, damage, insurance, and/or replacement of their personal cell phone.
 - c. To promptly report to their department head or supervisor any change to their cell phone number.
 - d. Employees agree to carry the cell phone with them, keep it charged and in operational condition as necessary to perform their job duties.
 - e. To share their cell phone number and that their cell phone number may be shared as necessary for business purposes.
8. The dollar amount of the cell phone allowance is intended to compensate for only a portion of the expense of maintaining a personal cell phone and is determined based on expected use related to job duties. Tax considerations have been taken into account when determining allowance levels.

9. A cell phone allowance shall be \$50 per month.
 - a. Allowance rates shall be periodically reviewed by the General Manager.
 - b. The allowance amount shall be included in the employee's paycheck and will appear monthly.
10. Use of the phone in any manner contrary to local, state or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.
11. The General Manager is responsible for an annual review of the list of employees receiving the cell phone allowance, to determine if existing allowances should be continued as is, changed, or discontinued, and to determine if any new allowances should be established.
12. The District shall not bear any costs associated with an employee's maintenance of a personal cell phone and related service, other than an allowance approved pursuant to this policy.
13. If a District employee's job duties do not include the regular need to use a cell phone, then the employee is not eligible for a cell phone allowance. De minimus use of a personal cell phone for a business purpose or for personal convenience will not be reimbursed.
14. Exceptions to cell phone allowances may be made by the General Manager.

S. Anti-Fraud

1. The District and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their Department Head or General Manager.
2. The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with District's suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate all facts to the General Manager, Department Head or Supervisor.

T. Termination and Resignation

1. Upon termination or resignation of employment with the District, the employee shall be offered an exit interview. The exit interview will include a discussion of any and all applicable benefits, including accrued sick leave, accrued vacation, the District's retirement plan, health insurance, life insurance and disability insurance. The employee

is also required to immediately return all District property, i.e., keys, credit cards, identification tag, uniforms, cell phone, laptop, tablets and/or any District embroidered shirts and caps.

2. Employees, including employees released during their initial introductory period or dismissed for disciplinary reasons, will receive their final paycheck within 72 hours of the employee's last day of work or, with the employee's consent, on the next scheduled payroll processing. The final paycheck will include payment for all earned salary due and not previously paid, and any accrued but unused leave balances which are subject to pay. Unused sick leave shall be paid out only to those employees who retire from the District or qualify as specified in Section VII(B) below.

VI. COMPENSATION

A. Employee Compensation

1. The Board of Directors shall have the exclusive authority to determine the General Manager's salary. The Board shall approve changes to the organization of District staff as recommended by the General Manager. The Board shall also determine the salary ranges and hourly pay ranges for positions of the District. The General Manager shall have authority to determine the salaries or hourly pay rates of the employees of the District within the approved salary range for each position.
2. Hourly rate of pay for Exempt/Executive Employees will be calculated by taking the employee's monthly pay rate and multiplying said rate by 12, then dividing by 2,080. All other employees' hourly pay rates shall be established upon date of hire and adjusted thereafter in accordance with Section V(C), VI(A) and Section VI(E).
3. Pay periods for all full-time and part-time employees and District Directors will be bi-weekly..
4. Paychecks for all Employees, and for District Directors will be paid via direct deposit.
5. Pay earned during each pay period shall be paid to the employee within 2 working days of the end of each period.
6. The Board shall annually consider the cost of living in salary and wages of employees based upon recommendation by the General Manager.
7. Adjustments in salary and wages of employees based upon performance will be considered in conjunction with an employee performance review. The General Manager shall have authority to adjust an employee's salary and wages within the approved salary range of each position at his/her discretion.

B. Overtime Pay

1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime hours worked must be approved by a Department Head or General Manager.
2. Overtime pay is defined as that time spent on the job over nine (9) hours in one (1) workday, and over eight (8) hours on the Fridays worked or any time spent on the job on

holidays, non-working Fridays, Saturdays, or Sundays.

3. The rate paid for overtime pay is the regular hourly rate times one and one-half ($1\frac{1}{2}$ or 1.5) for each hour of overtime worked beyond nine (9) hours in one day, and over eight (8) hours worked on Friday and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day. A 24-hour workday begins at 12:00 a.m. and concludes at 11:59 p.m.

C. On-Call Pay

1. Regular Workdays: Each employee of the District who is on On-Call will receive one and a half (1.5) hours of overtime pay for each weekday that the employee is performing On-Call duties. One half ($\frac{1}{2}$) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one-half ($\frac{1}{2}$) hour of this time is to be recorded as Distribution On-Call for Industry Public Utilities (“IPU”) and one-half ($\frac{1}{2}$) hour as BPOU Treatment On-Call for the BPOU treatment plant.
2. SCADA Alarms: Time spent by the On-Call employee to address a SCADA alarm or to perform a system check remotely via SCADA or other electronic device, will be paid overtime pay of a minimum of a quarter-hour ($\frac{1}{4}$), or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor.
3. Weekends: An employee will receive two (2) hours of overtime pay for each weekend day that the employee is performing On-Call duties. Three quarter ($\frac{3}{4}$) hour of this time shall be recorded on his/her electronic timesheet as On-Call for the District, three quarter ($\frac{3}{4}$) hour as On-Call for IPU and one-half ($\frac{1}{2}$) hour as BPOU Treatment On-Call for the BPOU treatment plant. Each three quarter ($\frac{3}{4}$) hour recorded for LPVCWD and IPU is compensation for providing Distribution, Customer Service and Production On-Call for each entity. The On-Call Personnel shall also perform on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on weekend days, or as directed by his/her supervisor.
4. Holidays: An On-Call employee will receive three (3) hours of overtime pay for each District holiday, excluding floating holidays during which the employee is On-Call. For the employee performing On-Call duties One (1) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one (1) hour of this time is to be recorded as Distribution On-Call for IPU and one (1) hour as BPOU Treatment On-Call for the BPOU treatment plant. Time spent by an employee to address a SCADA alarm or to perform a system check remotely via SCADA will be paid overtime of a minimum of a quarter ($\frac{1}{4}$) hour, or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor. The On-Call Personnel shall also perform on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on holidays, or as directed by his/her supervisor.

5. Call Outs: If the employee is required to physically respond to an after-hours emergency, service call, or facility alarm, the employee will receive overtime pay for a minimum of two (2) hours, or, for actual time worked, whichever is greater. This shall apply to each call out, provided the next call out occurs at least 2 hours after the initial call out. If the On-Call employee receives an additional call within the first two-hour call out period, the employee shall then be eligible for regular overtime compensation.

D. Timekeeping

Each employee is required to keep an accurate record of their time through the use of an online time tracking system designated by the District. It is each employee's responsibility to maintain the online time tracking system on a daily basis.

E. Certification Bonus

When an employee, other than Executive/Management Employees, obtains work related certifications or licenses above the required certification or licenses for their position, the employee will receive an annual bonus for each certification above the required level for their respective position. Qualifying certification or licenses for this bonus program are shown below, along with their respective annual bonus amounts:

- Water Distribution Operator (WDO) certificates issued by the California Water Resources Control Board:
 - WDO I – \$400.00
 - WDO II - \$600.00
 - WDO III - \$800.00
 - WDO IV - \$1,000.00
 - WDO V - \$1,200.00
- Water Treatment Operator (WTO) certificate issued by the California Water Resources Control Board:
 - WTO I - \$ 400.00
 - WTO II - \$600.00
 - WTO III - \$800.00
 - WTO IV - \$1,000.00
 - WTO V - \$1,200.00
- American Water Works Association Water Use Efficiency Practitioner Certification \$600.00
- American Water Works Association Cross Control Specialist Certification - \$800.00

The payment of the bonus for the aforementioned certifications will occur annually on the anniversary date of the issuance of the certificate. If the employee loses or no longer otherwise qualifies for a certification for any reason, the annual bonus for the certification will immediately cease. It is the employee's responsibility to request the bonus at the appropriate time and provide the supporting certificate.

F. Certification and Educational Reimbursement

1. Upon successfully passing the tests and certifications listed in Section VI(D), above, the District will reimburse the employee for the cost of the test and certification, as well as certification renewal (minus any late fees, as it is the responsibility of the District employee to seek timely payment of fees).
2. With prior written approval from the General Manager, employees may be entitled to reimbursement of actual expenses for tuition, books and supplies incurred in conjunction with courses that are directly related to improving the employee's job skills or knowledge with respect to his or her current position, as determined by the General Manager in his or her sole discretion, provided the employee receives a passing grade of at least a "C" or "C-" for the course. Expenses for certification and education are limited to a maximum of \$3,000.00 per employee per calendar year.

G. Reimbursement for District Related Business

Use of personal automobiles by employees for District business shall be reimbursed for miles driven at the current standard mileage rate allowed by the Internal Revenue Service.

VII. BENEFITS

A. Vacation

1. Each Full-Time Regular Employee of the District shall receive paid vacation time in addition to salary. Said vacation will be accrued and credited to the employee's vacation account, on a monthly basis, as follows:
 - a. During the first year of employment through the fifth anniversary of the employee's hired date, the employee shall accrue 6.67 hours per month of vacation (equivalent to ten (10) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
 - b. During the sixth year of employment through the tenth anniversary of the employee's hired date, the employee shall accrue 10 hours per month of vacation (equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
 - c. After the tenth anniversary of the employee's hired date, the employee shall accrue 13.33 hours per month of vacation (equivalent to twenty (20) days of vacation per year) up to a maximum of 320 hours of unused vacation time.
2. An employee may utilize accrued vacation time as arranged by the employee and his or her Department Head or General Manager at least 48 hours in advance of commencement of the vacation. Preferred vacation times are not guaranteed, but the employee's Department Head or General Manager shall attempt to grant the employee's request. Once approved, scheduled vacations may not be changed unless authorized by a Department Head or General Manager.
3. Accrual vacation time is limited to a maximum of 320 hours for each employee and vacation time will cease accruing when that limit is reached, until such time as vacation

time is used and the accrued total is reduced below 320 hours. Employees may elect, during any regularly scheduled payroll, to be paid for any vacation that they have accrued up to 80 hours, as long as the hours that are requested to be paid do not result in the employee's unused vacation time balance to drop below 40 hours. Vacation time will be paid at the employee's rate of pay in effect at the time payment is made.

4. In the event a District recognized holiday, as set forth in Section VII(C), below, falls within a scheduled vacation, such holiday shall not be charged against an employee's accrued vacation time.

B. Sick Leave

1. Full Time Regular Employees

- a. Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of three and one-third (3.33) hours for each pay period of services completed. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member, or for specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services. A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. In order to request sick leave, the employee must notify the District in advance whenever the need is foreseeable, or within one (1) hour prior to the time set for beginning the employee's daily duties. If the request is sudden or otherwise unforeseeable, the employee must provide notice to the employee's Department Head or the General Manager as soon as possible. When sick leave absence is for more than three (3) working days, the employee may be required to file with the District a physician's release or other evidence satisfactory to the District, stating the cause or reason for absence. If an employee is absent five (5) (or more) consecutive working days, a doctor's release may be required in order for the employee to return to work. The doctor's release must state that the employee is sufficiently recovered to perform the duties of the position without restriction or limitation, or the employee may not be permitted to return to work.
- b. Any Full Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance of at least 400 hours (50 days) will be paid for sick leave that is in excess of 400 hours. The payment will be calculated at one-half (1/2) of the employee's current rate of pay for hours in excess of 400 hours, which payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no employee that has a balance of unused sick leave in excess of 400 hours.

- c. If an employee is terminated by the District or resigns with less than five (5) years of service, then the employee shall not be entitled to receive payment for any unused sick leave balance that the employee may have at the time of termination regardless of the amount of unused sick leave. If an employee resigns from the District with five (5) or more years of service to the District the employee will be paid for unused sick leave at fifty percent (50%) of the employee's current rate of pay. If an employee is terminated by the District, the said employee will not be eligible for payment of any unused sick leave. At no time will any such employee, subject to the provisions of this paragraph, be paid for any unused sick leave in excess of four hundred (400) hours.
- d. Any employee who retires with either service or disability retirement will be paid for any unused sick leave at one-half (1/2) of the employee's then current rate of pay.
- e. In case of an employee's death, the Board of Directors, in its sole discretion, may authorize the payment for any unused sick leave to that employee's spouse or family.

2. Part-Time Regular Employees

- a. Effective as of January 1, 2024, sick leave with pay shall be granted to each Part-Time Regular Employee of the District at the rate of 2 minutes of sick time per hour worked but will be granted a minimum of five (5) days of paid sick leave per calendar year. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being eligible to use any accrued sick leave. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member, or for specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services.. A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.
- b. Any Part-Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance in excess of 48 hours, will be paid for any such excess sick leave at the rate of one-half (1/2) of the employee's current hourly rate. Payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no part-time regular employee that has a balance of unused sick leave in excess of 48 hours.
- c. Sections VII.B(1)(c), VII.B(1)(d), and VII.B(1)(e), above, regarding sick leave that apply to Full Time Regular Employees shall also apply to Part Time Regular Employees.

C. Holidays

1. All Full-Time Regular Employees will receive the following days off from work as paid holidays per Calendar Year:
 - New Year's Day - January 1st
 - Martin Luther King Day - Third Monday in January
 - Presidents' Day - Third Monday in February
 - Cesar Chavez Day – March 31st
 - Memorial Day - Last Monday in May
 - Juneteenth – June 19th
 - Independence Day - July 4th
 - Labor Day - First Monday in September
 - Veteran's Day - November 11th
 - Thanksgiving Day – Fourth Thursday in November
 - Thanksgiving Holiday – Day After Thanksgiving Day
 - Christmas Day - December 25th

2. If a holiday falls on a Saturday, the immediately preceding Friday will be deemed the District holiday. If a holiday falls on a Sunday, the immediately following Monday will be deemed the District holiday. Additionally, if a District holiday falls on an off-Friday, then employees would be off the preceding day unless otherwise decided by the General Manager.

3. In addition to the District recognized holidays, each Full-Time Regular Employee of the District shall be entitled to two (2) additional days off per calendar year, to be known as a “floating holidays,” which may be utilized on any regularly scheduled District workday with the prior approval of the General Manager or appropriate Department Head. A “floating holiday” must be used in nine (9) hour increments. These “floating holidays” must be used in the calendar year. If not used within the calendar year, the unused day(s) will be paid to the employee at the close of the final pay period of the year, at the employee’s then current hourly rate.

4. Any Full-Time Regular Employee required to work on a holiday may be entitled to compensation pursuant to this Section VII(C). In order for an employee to receive a paid holiday, the employee must work on the regular workday before and the regular workday after the holiday or utilize vacation time on those days. If an employee takes either or both of those days off as sick leave, the employee may not receive a paid holiday unless and until the employee has provided his or her Department Head or General Manager a letter from a doctor or other medical professional substantiating the employee’s absence as a permissible use of sick leave.

D. Leave of Absence - Non-CFRA or Non-PDL Eligible

Upon submission of a written request, and written approval by the General Manager, an employee may be granted a non-CFRA or non-PDL eligible leave of absence without pay. No employee benefits will

be paid by the District, or accrued, during the absence, other than those mandated by law. Employee will be offered COBRA beginning the first of the month following the month the leave began. If the employee wishes to continue to receive insurance coverage(s) while on leave of absence, the employee may elect to pay the District the cost of insurance coverage(s) in order to continue protection, through COBRA.

E. Compassionate Leave

Whenever any Full-Time Regular Employee is absent from work due to a death in the employee's immediate family or the employee's spouse's immediate family, the General Manager is authorized to grant up to a maximum of three (3) working days compassionate leave with pay. Compassionate leave with pay will not affect any employee benefits. Immediate family for the purpose of compassionate leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step relatives.

F. Reproductive Loss Leave

An employee who suffers a reproductive loss event such as, failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction is entitled up to five days of protected unpaid leave. The leave must be completed within three months of the reproductive loss event.

G. Leave Related to Military Service

Any leave taken as a result of military service must be supported by a certification of its necessity from the United States government. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

H. HIPAA

The Health Insurance Portability and Accountability Act was enacted in 1996 and is overseen by the U.S. Department of Health and Human Services. HIPPA regulations are enforced by the Office of Civil Rights and prevent the release, disclosure or use of an individual's health information without written permission. However, there are instances when certain health information can be disclosed to what is referred to as "covered entities" without permission. A copy of the current HIPPA notice may be obtained from the Office Administrator.

I. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law, and it is the employee's responsibility to notify the District's Office Administrator of any qualifying event believed to enable COBRA coverage within 60 days of such event. Cal-COBRA is California law that has similar provisions to federal COBRA. With Cal-COBRA the group policy must be in force with 2-19 employees covered on at least 50 percent of the employer's working days during the preceding calendar year, or the preceding calendar quarter, if the employer was not in business during any part of the preceding calendar year. A copy of the current COBRA requirements may be obtained from the Office Administrator.

J. Jury Duty

1. District employees summoned by a local or State tribunal will be permitted time off from work for jury duty. The affidavit or Jury Summons requiring jury service must be presented by the employee to the Office Administrator prior to the date that the employee must attend jury duty.
2. For Full-Time Regular Employees, the District will pay for a maximum of up to ten (10) working days of jury service every calendar year at the employee's regular rate of pay. In order to qualify for paid jury leave, the employee must provide proof of attendance at jury duty and pay to the District any amount of money the Court paid to the employee, minus any amount paid for travel mileage.
3. All Full-Time Regular Employees that are required to serve on a jury for more than 10 days will continue to receive other District employment benefits while serving on the jury, but will not receive regular pay beyond the 10 days as set forth under Section VII.I.2, above.

K. Time off to Vote

The General Manager will allow employees time off from work with pay for no more than two (2) hours or as otherwise provided by state and/or federal law for the purposes of voting at any Federal, Statewide or Local Government election. Such time off will be granted during times that are least disruptive to District operations, as designated at the discretion of the General Manager or the appropriate Department Head.

L. Health, Dental, and Vision Insurance

1. All Full-Time Regular Employees of the District, and all elected or appointed members of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage upon meeting the required waiting period for each such coverage. For Medical, the waiting period is 1st of the month following 30 days from hire date and for Dental and Vision it is the 1st of the month following 60 days from the hire date. For said Full-Time Regular Employees and Directors, the District shall pay for 100% of the cost of health, dental, and vision insurance coverage for the employee or Director, the employee's or Director's spouse, and the employee's or Director's dependent(s) in accordance with the group plan provided by the District. All eligible employees must be enrolled, should you wish to waive coverage please notify the Office Administrator.
2. A copy of the current health, dental, and vision insurance plans may be obtained from the Office Administrator. District paid health, dental, and vision insurance is a benefit that is subject to the discretion of the Board of Directors, and the plan(s) or coverage may be changed or eliminated without notice.

M. Life Insurance

1. Upon meeting the required waiting period, the District provides a life insurance benefit for the employee and such a lesser amount for family members of the employee as provided by the District's policy.

2. Upon a Director's sworn Oath of Office and upon meeting the required waiting period, life insurance shall be available to the Director and such lesser amount for the Director's spouse as provided by the District's life insurance plan.
3. A copy of the current life insurance plan may be obtained from the Office Administrator. The Board of Directors reserves the right to amend said life insurance benefits in its sole discretion at any time.

N. Disability Insurance

The District provides Full-Time Regular Employees Short-term Disability (STD) and Long-term Disability (LTD) insurance at no cost to the employee upon meeting the required waiting period. More information regarding said disability plans are available for inspection at the District office during regular business hours.

O. Retirement Benefits and Deferred Compensation Plan

1. The District participates in the California Public Employees Retirement System (CalPERS) for Full-Time Regular and eligible Part-Time Regular Employees.
 - a. For Full-Time Regular Employees hired prior to January 1, 2013, the District currently pays 100% of the contributions (both employer and employee contributions required under the plan). The District's contract with CalPERS provides employees with a 2% at age 60-retirement benefit.
 - b. For Full-Time Regular Employees hired after January 1, 2013, the District's contract with CalPERS provides employees with a 2% at age 62 benefit formula with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. Said Full-Time Regular Employees hired after January 1, 2013, shall pay 50% of the total normal cost of their pension benefit. A Full-Time Regular Employee hired after January 1, 2013, that established a CalPERS membership at his or her previous employer within six months prior to beginning employment at the District, will qualify for the 2% at 60 formula as provided to Full-Time Regular Employees hired before January 1, 2013, as set forth in Section VII(N)(1)(a).
 - c. A Part-Time Regular Employee who works over 1,000 hours within a fiscal year, July 1st – June 30th, is entitled to retirement benefits with CalPERS. Said benefit shall be effective upon the first day of the first pay period of the following month after which the Part-Time Regular Employee completes 1,000 hours of employment with the District or when it has been predetermined that said employee will be scheduled to work over the 1000-hour limit for part-time employees. For Part-Time Regular Employees hired after January 1, 2013, that are eligible for CalPERS as set forth herein, the benefit is the same as for full-time regular employees as set forth in Section VII(N)(b), above.
 - d. The District's retirement benefits plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
2. The District also offers an employee funded Deferred Compensation Plan for all employees. Said plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.

3. The Board of Directors reserves the right to amend the retirement benefits and deferred compensation plans at any time.

P. Retiree Health, Dental and Vision Benefits

1. The following individuals shall qualify for post-retirement medical, dental and vision insurance benefits:
 - a. Retired Directors elected to office prior to January 1, 1995, who served on the Board of Directors for at least twelve (12) years prior to retirement, pursuant to Government Code Section 53201;
 - b. Full-Time Regular Employees that were employed by the District prior to November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum period of ten (10) years and have attained a minimum age of fifty (50) years; and
 - c. Full-Time Regular Employees employed by the District after November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum continuous period of twenty (20) years and have attained a minimum age of fifty-five (55) years.

Additionally, any Retiree who is eligible for post-retirement medical, dental and vision benefits shall be covered 100 % by the District. Retirees at age 65 must enroll in Medicare Parts A & B to continue health coverage through ACWA JPIA.

2. The District provides medical, dental and vision insurance benefits for the spouses of eligible retired Directors and Employees (hereinafter referred to as the “Retiree”) as follows:
 - a. For the spouse of Retirees under Sections VII(O)(1)(a) and VII(O)(1)(b), above, such benefits will be provided for the remainder of the spouse’s life, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree’s death. Should the spouse remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease.
 - b. For the spouse of a Retiree under Section VII(O)(1)(c), above, the District shall make available, at the Retiree’s expense, medical insurance benefits for the spouse of the Retiree, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree’s death. Should the spouse remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease. Any payments for coverage not provided to the District on the premium due date set forth by the insurance provider is subject to cancellation.
3. The District shall make available to Retirees under Section VII(O)(1), above, medical insurance benefits for the children of Retirees at the Retiree’s expense, provided that said child(ren) are enrolled in the health coverage(s) at the time of the Retiree’s retirement.

The eligibility of coverage for such children shall be determined by the insurance provider. If payment for said coverage is not provided to the District on the due date set forth by the insurance provider, said coverage is subject to cancellation.

4. The term “retirement”, as used in this section, shall include resignation, death, or termination due to disability, of an employee who otherwise meets the qualifications for post-retirement benefits.
5. Retirees are eligible for Open Enrollment each year.
6. The Board of Directors reserves the right and retains sole discretion to substitute other comparable major medical, vision and dental coverage for the coverage then provided under this Section VII(O).

Q. Use of Vehicles

1. Employees who are required to operate a District or personal vehicle to conduct District business, must possess a valid California Driver's License issued by the California Department of Motor Vehicles. These employees must, at all times, observe and abide by all state and local traffic laws. Any employee operating a District or personal vehicle, who has his or her driver's license suspended or revoked or is refused insurance coverage by the District's insurance carrier, is subject to having his or her employment terminated by the District.
2. The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program, a free service for the District that provides driver record reports on all employees (full-time and part time).
3. District vehicles are to be garaged at the District’s Hudson Avenue warehouse when not in use. These vehicles are NOT to be used for personal business or transportation of family members or friends. The General Manager may grant a temporary exception to such prohibition when the circumstances warrant. The following District employees shall be issued District vehicles for transportation to and from work as well as for other District Business:
 - On-Call employee(s), while on-call
 - Supervisor(s)
 - Superintendent(s)

R. California Family Rights Act (CFRA Leave) and Pregnancy Disability Leave (PDL)

1. Under the California Family Rights Act (CFRA), if an employee has more than 12 months of service with the District and has worked at least 1,250 hours in the preceding 12-month period, the employee may have a right to an unpaid family care or medical leave (CFRA Leave). This leave may be for up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child or for the employee's own serious health condition or that of the employee's child, parent, spouse, registered domestic partner, siblings and grandparents or grandchild.
2. Even if an employee is not eligible for CFRA leave, if the employee is disabled by

pregnancy, childbirth or related medical conditions, the employee may be entitled to take a pregnancy disability leave (PDL) for up to four (4) months, depending on the period(s) of actual disability. If an employee is eligible under CFRA, the employee may be entitled to take both a PDL and a CFRA leave for the birth of the employee's child.

3. An employee that desires to utilize CFRA or PDL must submit the completed District CFRA form at least 30 days in advance of foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable, the employee must, at a minimum, notify District management verbally as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.
4. The District shall also require written verification from an employee's health care provider before allowing an employee leave for pregnancy disability or the employee's own serious health condition, or written verification from the health care provider of the employee's child, parent or spouse who has a serious health condition, before allowing the employee leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.
5. If an employee seeks leave for the birth, adoption or foster care placement of a child, the minimum duration of the leave is two (2) weeks, and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.
6. Taking CFRA leave or PDL may impact certain employee benefits and an employee's seniority date. Employee will be offered COBRA continuation coverage beginning the first of the month following the end of the statutory leave or upon termination of employment.

S. Return to Work

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program. This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. The Return-to-Work Policy is available for review in the office of the District's Office Administrator.

VIII. REQUEST FOR REASONABLE ACCOMMODATIONS

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the District would result. Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the District's Office Administrator to discuss the need for accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any.

IX. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE

A. Nondiscrimination Policy

1. The District is an equal opportunity employer and makes employment decisions on the basis of merit. Unless based upon a bona fide occupational qualification as defined by law, no personnel action (including appointment to or removal from a position in District employment) shall be based upon race, creed, color, age, religion, sex, ancestry, national origin, military status, physical or mental disability, pregnancy, childbirth or related medical condition, marital status, non-disqualifying medical condition, sexual orientation, gender expression or identity, genetic information or any other consideration unlawful under federal, state or local laws.
2. Any technique or procedure used in recruitment or selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique or any other personnel action shall be used that, in the opinion of the General Manager, is not justifiably linked to successful job performance.
3. Pursuant to applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment with the District, unless such reasonable accommodations would impose undue hardship upon the District. The accommodation process is set forth in Section VIII, above.

B. Complaint Procedure

1. In adopting its nondiscrimination policy, the District assures its employees that every reasonable step will be taken to prevent discrimination from occurring. If an employee believes that he or she has been unlawfully discriminated against, the employee is urged to immediately provide a written or oral complaint to the employee's Department Head, Office Administrator, or to the General Manager as soon as possible after the incident. Such complaint should include all the details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the discrimination confidential, but some information may need to be disclosed in connection with an investigation that will be conducted and as required by applicable law.
2. Anyone receiving a complaint of unlawful discrimination will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough, and objective investigation of the discrimination allegation(s) is undertaken. The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors.
3. After the investigation is completed and findings have been made, the District will communicate the findings to the complainant, the alleged offender, and any other concerned party as determined by the General Manager. If the General Manager determines that unlawful discrimination has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of discrimination will be subject to discipline ranging from oral or written reprimand, up to, and including,

termination.

4. To achieve the goals of the District's policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Employees are encouraged to report any and all perceived or alleged incidents of discrimination and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected discrimination.
5. This Nondiscrimination Policy and Complaint Procedure is included as part of this Manual and shall be provided to each District employee and to all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this Manual, which form shall be retained in each employee's personnel file.

X. WORKPLACE VIOLENCE

- A.** The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or ability to execute its daily business will not be tolerated.
- B.** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District's property may be immediately removed from the premises. Threats, threatening behavior, or other acts of violence off District's property, but directed at District employees or Directors or members of the public while conducting business for the District, is a violation of this policy.
- C.** Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, threats through online social media or any other communication medium. Violations of this policy will lead to disciplinary action that may include termination.
- D.** Employees are responsible for notifying the General Manager or Department Head of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment at the District.
- E.** Each employee who receives a protective or restraining order which lists District's premises as a protected area is required to provide the Office Manager with a copy of such order.

XI. ANTI-HARASSMENT AND COMPLAINT PROCEDURE

A. Anti-Harassment Policy

1. All employees, customers of the District, and members of the public, are to be treated with respect and dignity. The District is committed to providing an atmosphere free of all harassment, particularly harassment based on such factors as race, creed, color, religion, sex, national origin or ancestry, physical or mental disability, non-disqualifying medical condition, pregnancy, childbirth or related conditions, marital status, age, sexual orientation, gender identity or expression, or genetic information or other protected class or characteristic under applicable state or federal law.

2. Workplace harassment is against the law. It is the policy of the District that workplace harassment of any co-worker, co-employee or member of the public, by any employee, contractor, vendor, or customer of the District is absolutely prohibited and will not be tolerated. Failure to abide by this policy will result in disciplinary action, up to, and including, termination.
3. Workplace harassment includes verbal, physical, and visual contact that creates an intimidating, offensive, or hostile working environment that interferes with work performance. Examples of workplace harassment include, but are not limited to, racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, offensive or insulting posters or cartoons, and unwanted touching or blocking of normal movement.
4. It is unlawful to harass a person because of that person's sex. Sexual harassment encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex. Sexual harassment includes, but is not limited to, the making of any unwelcome advances and/or visual, verbal or physical conduct of a sexual nature, offering employment benefits in exchange for sexual favors, or threatening reprisals after a negative response to a sexual advance. Some examples of sexual harassment are: requests for sexual favors, demeaning sexual remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, references to anyone in terms such as "honey," making or using derogatory comments, epithets, slurs or jokes, comments about an individual's body, touching, impeding or blocking movements, or any other conduct based upon an individual's sex that creates an atmosphere or environment that interferes with that individual's job performance or is intimidating, hostile, or offensive to that individual.
5. If an employee thinks that he or she or one of his or her co-workers has been the victim of harassment, that person should tell the harasser that the behavior is unwelcome. If the harasser does not stop, then immediately report such conduct to his or other Department Head or to the General Manager. Every complaint of harassment that is reported to a Department Head or the General Manager will be taken seriously and investigated thoroughly. The District encourages employees to report harassment, as every employee's cooperation is crucial to maintaining a healthy workplace that is free from harassment. Retaliation against any employee by management or other employees for making a complaint of harassment in good faith, or participating in the investigation of any complaint, will not be tolerated. This is the firm "zero tolerance" policy of the District.

B. Complaint Procedure

1. In adopting its zero-tolerance harassment policy, the District ensures its employees that every reasonable step will be taken to prevent harassment at the workplace. If an employee believes that he or she has been unlawfully harassed, the employee is urged to immediately do the following:
 - a. Make it clear to the offender that the behavior is offensive and unacceptable. If possible, confront the offender and attempt to persuade him or her to stop the behavior that is unwelcome. The offender may not realize that the advances or behavior are unacceptable. A simple confrontation will often end the situation.

- b. Don't let confusion and self-doubt stop any person from speaking out regarding the behavior and actions of the offender.
 - c. Keep a record of dates, times, places, witnesses and the nature of the harassment. Such records may be very helpful if the employee finds it necessary to pursue a formal complaint.
 - d. Contact his or her Supervisor, Department Head or the General Manager if the employee feels that he or she has been or is being sexually harassed or is aware of or suspects the occurrence of sexual harassment, or desires counseling on coping with sexual harassment.
 - e. Foster confidentiality by ensuring the privacy for all parties concerned with the exception of proper notification to the General Manager, Department Heads or Supervisor.
 - f. Provide a written or oral complaint to the employee's Supervisor, Department Head or to the General Manager as soon as possible after the incident. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors. Such complaint should include all details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the harassment confidential, but some information may need to be disclosed in connection with any investigation to be conducted or as required by applicable law.
 2. The following procedures will be followed after an employee reports unlawful harassment:
 - a. Anyone receiving a complaint of unlawful harassment will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough and objective investigation of the harassment allegation(s) is undertaken; provided that if the complaint relates to conduct by the General Manager, then the complaint will be submitted to the President of the District's Board of Directors, who will consult with District legal counsel regarding the possible investigation of the allegation(s). The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies.
 - b. After the investigation and findings have been concluded, the District will communicate the findings to the complainant, alleged harasser, and any other concerned party as determined by the General Manager. If it is determined that unlawful harassment has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of harassment will be subject to discipline ranging from verbal or written reprimand, up to, and including, termination.
 3. To achieve the goals of the District's anti-harassment policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute towards its maximum fulfillment. Employees are encouraged to report any and all alleged or perceived incidents of harassment and are assured that there will not

be any retaliation for having reported, in good faith, any incident of suspected harassment.

4. This Anti-Harassment Policy and Complaint Procedure are included in this Manual and shall be provided to each District employee and all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this manual and the executed form shall be retained in each employee's personnel file.



XII. EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL

Each existing District employee and all new employees are required to receive and read a copy of this Manual and any amendments thereto. Each existing employee shall, within 30 days of the adoption of this Manual, receive and sign an acknowledgement that he or she has received and read this Manual and understands its provisions, which acknowledgement shall be placed in the employee's personnel file. Each newly hired employee shall, at the time of commencement of employment, receive a copy of this Manual and sign such acknowledgement prior to commencement of work at the District, which acknowledgement shall be placed in the employee's personnel file.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES
AND PROCEDURES MANUAL ADOPTED ON THE**

11th day of December 2023 I acknowledge that I have received, read, and understand the La Puente Valley County Water District's Employee Policies and Procedures Manual. I understand that this acknowledgement will be placed in my personnel file and that I will receive a copy of it upon request.

[Print Full Name]

[Signature]

[Date]

**LA PUENTE VALLEY COUNTY WATER DISTRICT
EMPLOYEE POLICES AND PROCEDURES MANUAL
Proposed Revisions Effective December 11, 2023**

SECTION NO.	PROPOSED REVISIONS
Sec I – Preamble and Title	Changed to reflect new effective date
Sec II – Purpose	No Change
Sec III - Authority and Administration	No Change
Sec IV - Definitions	No Change
Sec V - Employment	
A. At Will Employment	No Change
B. Hiring of Employees	No Change
C. Introductory Period	No Change
D. Periodic Employee Evaluation	No Change
E. Normal Work Day	Updated to reflect new 9/80 work schedule hours.
F. On-Call Duty	No Change
G. Policy Against Substance Abuse in the Workplace	No Change
H. Smoking	No Change
I. Outside Employment	No Change
J. Job Injury	No Change
K. Disciplinary Action	No Change
L. Standards of Conduct	No Change
M. Injury and Illness Prevention Program	No Change
N. Lactation	No Change
O. Dress Code and Safety	No Change
P. Electronic Communication	No Change
Q. Cell Phone Usage	No Change

R. Cell Phone Allowances	No Change
S. Anti-Fraud	No Change
T. Termination and Resignation	No Change
Sec VI - Compensation	
A. Employee Compensation	Updated to include the change to bi-weekly pay.
B. Overtime Pay	Updated to reflect overtime pay over 9 hours Monday – Thursday.
C. On-Call Pay	No Change
D. Timekeeping	No Changes
E. Certification Bonus	No Change
F. Certification and Educational Reimbursement	No Change
G. Reimbursement of District Related Business	No Change
Sec VII – Benefits	
A. Vacation	No Change
B. Sick Leave	Updated to add new minimum requirement for sick leave per SB 616.
C. Holidays	Updated to add if a Holiday falls on an off-Friday, employees would be off the preceding day. For floating holidays, the language was updated to reflect the new 9 hour increments.
D. Leave of Absence	Updated to include COBRA information.
E. Compassionate Leave	No Change
F. Reproductive Loss Leave	Added to manual, per SB 848.
G. Leave Related to Military Service	No Change
H. HIPAA	No Change
I. COBRA	No Change
J. Jury Duty	No Change

K. Time Off to Vote	No Change
L. Health, Dental, and Vision Insurance	Updated to include the waiting periods for Medical, Dental and Vision. Also, that employees must enroll in benefits.
M. Life Insurance	No Change
N. Disability Insurance	No Change
O. Retirement Benefits and Deferred Compensation Plan	No Change
P. Retiree Health, Dental and Vision Benefits	Updated to include language about enrollment in Medicare and that the district pays for 100% of eligible retiree benefits.
Q. Use of Vehicles	No Change
R. California Family Rights Act (CRFA) and Pregnancy Disability Leave (PDL)	Updated to include language regarding COBRA.
S. Return to Work	No Change
Sec IX - Non-Discrimination Policy and Complaint Procedure	
A. Non-Discrimination Policy	No Change
B. Complaint Procedure	No Change
Sec X - Workplace Violence	
A. Anti-Harassment Policy	No Change
B. Complaint Procedure	No Change
Employee Acknowledgement Form	Changed to reflect new date.



JOB DESCRIPTION

WATER TREATMENT & SUPPLY SUPERINTENDENT

Date: January 1, 2024

Reports to: General Manager

Salary Range: WTSS

Manager: Operations & Maintenance Staff

FLSA: Exempt

Other: Safety Sensitive Position

DEFINITION

Reporting to the General Manager, the Water Treatment & Supply Superintendent plans, organizes and manages the operations and maintenance of treatment plant(s), well field(s), booster stations, flow control valves, and storage facilities. Responsibilities also include regulatory compliance and water quality monitoring. This position will serve as the "Chief Operator" for water treatment and water distribution activities as defined in California Code of Regulations, Title 22, Chapter 13, Operator Certification. The Water Treatment & Supply Superintendent is a managerial position distinguished by the position's responsibility for exercising a wide latitude of independent decision making and responsibilities for essential District functions.

EXAMPLES OF ESSENTIAL DUTIES

The following are duties performed by employees in this class. Duties listed are not meant to be all-inclusive. Other duties may be required as assigned.

- Plans, organizes, integrates, manages and evaluates the work of assigned personnel; develops, implements and monitors work plans to achieve the department's goals and objectives; establishes performance requirements for assigned personnel; recommends compensation; subject to approval, takes disciplinary action to address performance deficiencies, in accordance with District personnel policies and procedures.
- Plans, organizes and oversees the operations of the water pumping, treatment and supply facilities.
- Makes operational decisions that affect water quantity and/or water quality.
- Coordinates the organization, operational activities and preventative maintenance for the water treatment and production facilities including the reservoirs, well sites, treatment facilities, pumping stations, pressure regulating stations, backflows, remote operated valves and related equipment.
- Ensures that the facilities are maintained and operated in such manner as to meet safety standards.

- Establishes schedules and methods for providing water systems operations, maintenance, and repair services.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, vendors, contractors and the public.
- Plans, organizes, directs and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; subject to management concurrence, takes disciplinary actions to address performance deficiencies, in accordance with District personnel rules and policies.
- Works with the General Manager and the District's contracted Engineer to design and plan construction and maintenance projects.
- Responsible and supervises control the District's Supervisory Control and Data Acquisition System (SCADA) used to monitor and control the water system.
- Participates in the development and administration of the treatment and operations budget; monitors and approves expenditures; forecasting funds needed for staffing, equipment, materials and supplies.
- Routinely makes presentations regarding operations, construction and water quality issues to the Board of Directors and other organizations.
- Analyzes and evaluates equipment, troubleshoots malfunctions, and monitors water supply operations for the entire water system.
- Performs production and treatment facility rounds and inspections.
- Responsible for implementation and administration of the cross-connection control program.
- Ensures the collection of water quality samples as applicable for distribution, source and treatment process.
- Investigates and resolves reported incidents of problems with distribution system, including water quality issues and system maintenance.
- Performs safety inspections.
- Compiles information for and prepares monthly water quality and operations reports.
- Ensures compliance with applicable Local, County, State and Federal regulations and standards.
- Perform best management practices for water system releases.
- Respond to water distribution, production and treatment system emergencies.
- Requisitions necessary tools, equipment and supplies.
- Performs after hour on-call duties for water production and treatment system related calls.

OTHER DUTIES

- Performs repairs and maintenance on water distribution facilities (e.g., waterline repair, valve maintenance, fire hydrant testing and maintenance, flushing).
- Maintains technical or professional knowledge through such means as attending seminars, reviewing professional publications, taking classes and participating in developmental activities.
- Represents the District in inter-agency, industry association, community and professional meetings and conferences to ensure District's interests are communicated on issues of concern to District.
- Communicates with customers, face-to-face and via the telephone, to discuss and resolve problems and concerns.
- Performs other duties as assigned.

JOB STANDARDS / SPECIFICATIONS

Competencies

- Leadership - Guiding and encouraging others to accomplish a common goal.
- Action & Results Focus - Initiating tasks and focusing on accomplishment.
- Professional Integrity & Ethics - Displaying honesty, adherence to principles, and personal accountability.
- Informing - Proactively obtaining and sharing information.
- Handling Conflict - Managing interpersonally strained situations.

Knowledge of:

- Principles, methods, and tools employed in water production facilities, pumps, and motors.
- Advanced methods and techniques of performing diagnostic troubleshooting services; advanced methods and procedures to correct water quality issues.
- Principles of management, administration, finance, and controls in a utility organization
- Pertinent federal, state, and local laws and regulations.
- State, county, city, utility, and department organizational relationships.
- Demonstrated knowledge, skill and experience with water supply, water quality, water systems maintenance, processes, including disinfection, pump/plant maintenance, and lubrication.
- Demonstrates a working knowledge and understanding of all safety practices for handling liquid and gaseous chemicals.
- Work safety standards and regulations.
- District policies, rules, regulations, and procedures.
- Database applications related to maintenance, operations, and construction.

- Recordkeeping practices and procedures.
- Office practices and procedures and the operation of standard office equipment.
- Proper supervisory methods and techniques.
- Legal requirements for state and federal bacteriological and other water quality reports.

Ability to:

- Effectively analyze emergency situations and implement an effective course of action.
- Interpret and analyze technical information, make independent judgments, and implement recommendations through subordinate staff.
- Exercise tact and deal effectively with co-workers, officials and representatives of other jurisdictions, and the general public.
- Perform technical research and provide reliable advice on water system operation problems or projects.
- Supervise, train and evaluate assigned staff.
- Ability to standing, climbing, walking, lifting, bending, pulling and/or pushing, grasping, reaching, stooping and crouching, sitting, typing, walking, reading, writing, color determination, speaking and listening for extended periods of time.
- Must be able to work standby shifts and respond to routine and emergency after-hour calls.
- Perform a variety of maintenance work at water treatment plants, pumping stations, and associated facilities.
- Establish and maintain cooperative relationships with those contacted during the course of work.
- Perform mechanical and electrical repairs.
- Maintain and update plant and maintenance records and logs.
- Read and interpret water distribution maps, plans and As-Builts.
- Operate a variety of light equipment.
- Perform skilled installation, servicing, and repair of meters and service lines.
- Deal tactfully and courteously with the public.
- Operate PCs.
- Operate motor vehicles and power-driven equipment used in water service work.
- Communicate clearly and concisely, both orally and in writing.

TYPICAL PHYSICAL ACTIVITIES

- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 65 pounds.

- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Operates District vehicles and various equipment.
- Regularly uses a telephone and radio for communication.
- Uses office equipment such as computer terminals and copiers.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.
- Travels by automobile in conducting District business.

ENVIRONMENTAL FACTORS

- Exposure to the sun: 40% to 100% work time spent outside a building and exposed to the sun.
- Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
- High temp: Considerable work time spent in high temperatures.
- Low temp: Considerable work time spent in low temperatures.
- Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
- Noise: Occasionally there are unusually loud sounds.
- Slippery surfaces: Occasional work on unusually slippery surfaces.
- Dust: Works in or around areas with minor amounts of dust.
- Oil: Some parts of the body in contact with oil or grease occasionally.
- Irregular or extended work hours: Occasionally required to change working hours or work overtime.

DESIRABLE QUALIFICATIONS

- Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.
- A typical way to obtain the knowledge and abilities would be:
- Experience: 7 years of responsible work experience in performing water treatment operations and water supply facility operations, with at least two years of experience in a lead or supervisory capacity.
- Training/Education: High school graduation, or satisfactory equivalent, preferably supplemented by college level course work in water supply, water treatment, supervision, public administration, construction management or related subjects.

Graduation from an accredited four-year college or university with a major in water technology, environmental engineering, civil engineering, public administration, business administration or a closely related field is highly desirable.

LICENSE CERTIFICATE REGISTRATION REQUIREMENTS

- Valid California Class C Driver License is required at the time of appointment.
- Grade IV Water Treatment Operator Certificate issued by the California State Water Resource Control Board. Grade V Water Treatment Operator Certificate preferred. Ability to obtain a Grade V within 18 months upon notification of this requirement.
- Grade III Water Distribution Operator certificate issued by the California Water Resource Control Board. Grade IV Water Distribution Operator Certificate preferred. Ability to obtain a Grade IV within 18 months upon notification of this requirement.
- AWWA Cross-Connection Control Specialist Certificate.
- Cal OSHA 10 Hour Construction Safety (certificate of course completion).

Failure to obtain or maintain such required license(s) may be cause for disciplinary action.

The District may allow an appropriate amount of time to obtain required certifications, as specified and agreed upon at the time of assuming position.

I have reviewed the Job Description for Water Treatment & Supply Superintendent with the General Manager and agree with its contents.

Employee Signature Date

General Manager Signature Date

The specific statements shown in each section of this job description are not intended to be all- inclusive. They represent typical elements and criteria necessary to successfully perform the job.

Morgan Lewis

Denise Gail Fellers

Partner
+1.213.680.6427
denise.fellers@morganlewis.com

November 29, 2023

VIA FEDERAL EXPRESS

LA PUENTE VALLEY COUNTY WATER DISTRICT

Roy Frausto
General Manager
La Puente Valley County Water District
112 N. First St.
La Puente, CA 91744

Re: Important Legal Matter—Prompt Attention Required
Notice of Potential Liability and Sixth Tolling Agreement
BKK Landfill, West Covina, CA
La Puente Valley County Water District

Dear La Puente Valley County Water District Representative:

This firm represents the BKK Working Group, an unaffiliated association of entities that has entered into a series of judicially-approved consent decrees with the California Department of Toxic Substances Control ("DTSC") to take certain limited actions at the BKK Corporation Landfill Facility in West Covina, CA (the "BKK Landfill" or "Site"). In 2009, La Puente Valley County Water District (hereinafter referred to as "you") entered into an agreement with the BKK Working Group to toll the statute of limitations on certain claims that the BKK Working Group has against you arising from its activities at the Site (the "First Tolling Agreement"). In 2012 you subsequently entered into a Second Tolling Agreement with the BKK Working Group to toll the statute of limitations for an additional three years. In 2015 you subsequently entered into a Third Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years. In 2018 you subsequently entered into a Fourth Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years. In 2021 you subsequently entered into a Fifth Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years.

During the past several years, the BKK Working Group has continued to work with DTSC to investigate the extent and the causes of the contamination at the Site, and to perform limited response actions. To that end, the BKK Working Group entered into a Third Consent Decree with

Morgan, Lewis & Bockius LLP

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November 29, 2023
Page 2

DTSC on July 24, 2015 and a First Amended Third Partial Consent Decree on October 18, 2016. The BKK Working Group expects DTSC to conduct or compel further response actions, including actions to address groundwater contamination.

The Fifth Tolling Agreement will expire in early January 2024. Enclosed with this letter is a Sixth Tolling Agreement, which we encourage you to sign. Like the Fifth Tolling Agreement, the Sixth Tolling Agreement will toll the running of the statute of limitations on claims related to the response activities at the Site for an additional period of three (3) years. This will provide all involved parties with additional time within which to explore the basis for the claims and attempt to reach a mutually agreeable settlement of such claims without the need for litigation. The BKK Working Group strongly prefers that any litigation be deferred until such time as a long-term settlement and enforcement approach has been developed for the BKK Landfill and that you and the other entities who arranged for the disposal of municipal and commercial wastes be given the opportunity to participate in such a settlement. The BKK Working Group is working with DTSC on such an approach.

The Sixth Tolling Agreement does not constitute an admission of fact or of liability. It is simply intended to provide the parties with additional time to consider settlement options. Please give these matters your immediate attention. You may wish to consult with an attorney.

Information to Assist Responsible Parties

Please sign and return the Sixth Tolling Agreement to the following address (or e-mail a pdf of a signed copy of the entire Sixth Tolling Agreement) no later than December 29, 2023:

Marina Rodriguez
Senior Paralegal
Morgan Lewis & Bockius LLP
300 South Grand Avenue, Suite 2200
Los Angeles, CA 90071
marina.rodriquez@morganlewis.com

Following receipt of the signed Sixth Tolling Agreement, the BKK Working Group will sign and return a fully executed copy to you at the above address or any other address you so designate.

Thank you for your attention to this matter. If you have any questions, please contact me at (213) 680-6427 or denise.fellers@morganlewis.com.

Sincerely,



Denise Gail Fellers

DGF
Enclosures

SIXTH TOLLING AGREEMENT

This Sixth Tolling Agreement (“Agreement”) is made and entered into by and between the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A, who in October 2016 entered into a First Amended Third Partial Consent Decree with the California Department of Toxic Substances Control (“DTSC”) related to the BKK Corporation Landfill Facility (“DTSC Consent Decree”), located in West Covina, California (“Facility”). Hereinafter, the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT are singularly referred to as a “Party” and collectively referred to as the “Parties.”

Recitals

A. The BKK Working Group has notified the LA PUENTE VALLEY COUNTY WATER DISTRICT that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq. The LA PUENTE VALLEY COUNTY WATER DISTRICT denies such liability for purposes of this Agreement.

B. The Parties entered into a tolling agreement (“2009 Tolling Agreement”) effective in 2009 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2012.

C. The Parties entered into a Second Tolling Agreement effective in 2012 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2015.

D. The Parties entered into a Third Tolling Agreement effective in 2015 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2018.

E. The Parties entered into a Fourth Tolling Agreement effective in 2018 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2021.

F. The Parties entered into a Fifth Tolling Agreement effective in 2021 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2024.

G. The Parties desire to continue to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

H. This Agreement is a successor agreement to the 2009 Tolling Agreement, the Second Tolling Agreement, the Third Tolling Agreement, the Fourth Tolling Agreement, and the Fifth Tolling Agreement.

Terms and Conditions

1. The BKK Working Group, each of its individual members listed on Exhibit A, and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that all statutes of limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims, defenses, and claims act presentation regarding, based upon, or arising out of disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT, or which the LA PUENTE VALLEY COUNTY WATER DISTRICT could assert against the BKK Working Group as of the Effective Date ("Claims") shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any of the Claims.

3. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of action, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on

any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. The Termination Date of this Agreement shall be the earlier of: (a) January 2, 2027, or (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. The Effective Date of this Agreement shall be January 2, 2024.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By: _____ Date: _____

Name: James J. Dragna, Esq. Title: Attorney for the BKK Working Group and its Members identified in Exhibit A

LA PUENTE VALLEY COUNTY WATER DISTRICT

By: _____ Date: _____

Print Name: _____ Title: _____

CONTACT INFORMATION FOR LA PUENTE VALLEY COUNTY WATER DISTRICT

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Exhibit A

- American Cyanamid
- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland LLC (formerly known as Ashland Chemical Company)
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Raytheon Technologies Corporation for Inmont Corporation
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company

- Shell Oil Company
- Smith International, Inc.
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company
- THUMS Long Beach Company
- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- Univar Solutions USA, Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Xerox Corporation

FIFTH TOLLING AGREEMENT

This Fifth Tolling Agreement ("Agreement") is made and entered into by and between the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A, who in October 2016 entered into a First Amended Third Partial Consent Decree with the California Department of Toxic Substances Control ("DTSC") related to the BKK Corporation Landfill Facility ("DTSC Consent Decree"), located in West Covina, California ("Facility"). Hereinafter, the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT are singularly referred to as a "Party" and collectively referred to as the "Parties."

Recitals

A. The BKK Working Group has notified the LA PUENTE VALLEY COUNTY WATER DISTRICT that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq. The LA PUENTE VALLEY COUNTY WATER DISTRICT denies such liability for purposes of this Agreement.

B. The Parties entered into a tolling agreement ("2009 Tolling Agreement") effective in 2009 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2012.

C. The Parties entered into a Second Tolling Agreement effective in 2012 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2015.

D. The Parties entered into a Third Tolling Agreement effective in 2015 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2018.

E. The Parties entered into a Fourth Tolling Agreement effective in 2018 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2021.

F. The Parties desire to continue to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

G. This Agreement is a successor agreement to the 2009 Tolling Agreement, the Second Tolling Agreement, the Third Tolling Agreement, and the Fourth Tolling Agreement.

Terms and Conditions

1. The BKK Working Group, each of its individual members listed on Exhibit A, and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that all statutes of

limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims, defenses, and claims act presentation regarding, based upon, or arising out of disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT, or which the LA PUENTE VALLEY COUNTY WATER DISTRICT could assert against the BKK Working Group as of the Effective Date ("Claims") shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any of the Claims.

3. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of action, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. The Termination Date of this Agreement shall be the earlier of: (a) January 2, 2024, or (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. The Effective Date of this Agreement shall be January 2, 2021.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By:  _____ Date: 1/28/2021

Name: James J. Dragna, Esq.

Title: Attorney for the BKK Working Group and its Members identified in Exhibit A

LA PUENTE VALLEY COUNTY WATER DISTRICT

By:  _____ Date: 11-10-2020

Print Name: ROY FRAUSTO

Title: GENERAL MANAGER

CONTACT INFORMATION FOR LA PUENTE VALLEY COUNTY WATER DISTRICT

Name: ROY FRAUSTO

Title: GENERAL MANAGER

Company: LA PUENTE VALLEY COUNTY WATER DISTRICT

Address: 112 N FIRST ST

LA PUENTE, CA 91744

Phone: 626-330-2126

Email: R.FRAUSTO@LAPUENTEWATER.COM

Exhibit A

- American Cyanamid
- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland Chemical Company
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.

-
- Rohm & Hass Company
 - Rohr, Inc.
 - San Diego Gas & Electric Company
 - Shell Oil Company
 - Smith International, Inc.
 - Southern California Edison Company
 - Southern California Gas Company
 - The Procter & Gamble Manufacturing Company
 - THUMS Long Beach Company
 - Todd Pacific Shipyards Corp.
 - Union Carbide Corporation
 - Union Pacific Railroad / Southern Pacific Transportation Company
 - Unisys Corporation
 - United States Steel Corporation
 - United Technologies Corporation
 - Univar USA, Inc.
 - Van Waters & Rogers
 - Vigor Shipyards, Inc.
 - Xerox Corporation



**Item 10
Operations &
Maintenance Report**

Memo



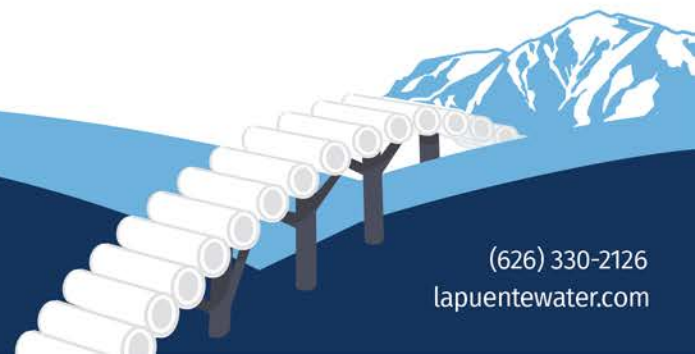
Date: December 11, 2023
To: Honorable Board of Directors
From: Paul Zampiello, Operations & Maintenance Superintendent
Subject: Monthly Operations & Maintenance Superintendent's Report

The following report summarizes LPVCWD, IPU Waterworks, BPOU, and PVOU operational and compliance activities of November and since the last report to the Board. The report also includes the status of various projects for each system.

DISTRIBUTION, SUPPLY AND PRODUCTION

- Monthly Water Production Summary – Total production from the LPVCWD Wellfield for the month of November was 310.61 AF, of which 199.57 AF was delivered to Suburban Water Systems. IPU Waterworks Well No. 5 produced a total of 181.10 AF in the month of November. The November Monthly Production Report is provided as **Attachment 1**.
- Well Water Levels and Pumping Rates – The latest static water level, pumping water level, and pumping rate for LPVCWD and IPU Waterworks are as shown in the table below.

Well	Static Water Level (Ft)			Pumping Water Level (Ft)			Drawdown (Ft)	Current GPM Pumping Rate	Specific Capacity (GPM/Ft)
	2022	2023	Difference Current - 2022 (%)	2022	2023	Difference Current - 2022 (%)			
LPVCWD 2	166	130	21.7%	194	146	24.7%	16	1,053	65.8
LPVCWD 3	165	121	26.7%	175	135	22.9%	14	1,003	71.6
LPVCWD 5	155	103	33.5%	177	124	29.9%	21	1,337	63.7
COI 5	115	84	27.0%	163	166	-1.8%	82	1,431	17.5



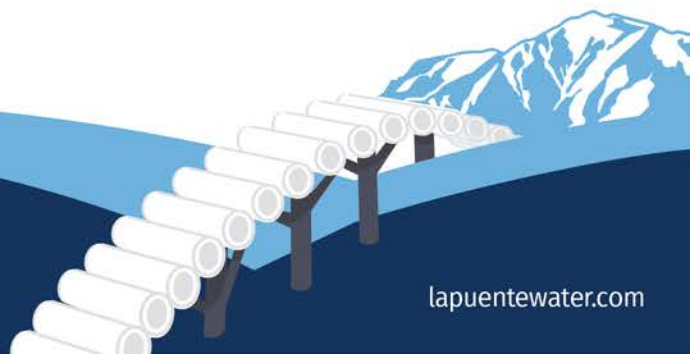
Monthly Water Conservation – A summary of LPVCWD and IPU Waterworks usage for the past 6 months as compared to the previous year is shown below.

LPVCWD Monthly Water Consumption

Month	2022	2023	Difference Current-Previous Year (%)	Accumulative Difference (%)
June	143.96	123.84	-14.0%	-14.0%
July	154.20	157.80	2.3%	-5.8%
August	161.76	142.58	-11.9%	-7.8%
September	144.15	130.15	-9.7%	-8.3%
October	135.34	123.03	-9.1%	-8.5%
November	112.27	111.56	-0.6%	-7.2%

IPU Waterworks Monthly Water Consumption

Month	2022	2023	Difference Current-Previous Year (%)	Accumulative Difference (%)
June	107.76	102.54	-4.8%	-4.8%
July	123.21	151.93	23.3%	9.2%
August	124.26	116.41	-6.3%	4.0%
September	111.51	104.64	-6.2%	1.5%
October	103.19	106.65	3.4%	1.9%
November	89.33	93.44	4.6%	2.3%



CAPITAL / OTHER PROJECTS

1. LPVCWD Recycled Water Project – Staff conducted the cross-connection test at 333 Hacienda with the LA County Health Department and have received final approval. Staff is scheduling the tie-over; this property will be the second activated site on the recycled water system. Staff has also performed onsite surveys of the remaining customers and is working to complete the application and design for the properties. Each property is anticipated to be retrofitted and online in the coming months.
2. Distribution Leak Repairs & Maintenance – Field staff performed various replacements and leak repairs to the water distribution systems in November. They have repaired and replaced: 2 main line leaks, 4 water service lines, 2 fire hydrants, and 1 valve replacement.
3. LPVCWD Nitrate Treatment System – Staff worked with Evoqua to complete the resin loading and is receiving the bulk salt necessary to regenerate the resin vessels. The testing is anticipated to be completed in the next few weeks. Staff will submit the permit application to DDW for final approval early in January.
4. LPVCWD Main St & Leverett Ave Valve Replacement – Field staff performed the replacement of a non-operable 6-inch mainline isolation valve on the corner of Main Street and Leverett Ave. The valve was identified as needing replacement as a part of the District's valve replacement program. In addition, this valve was part of the comprehensive project to replace identified service line saddles that were failing on Dora Guzman Ave and Leverett Ave. Staff is pleased to report that all the phased work has been completed to upgrade these service lines.

DEVELOPMENT PROJECTS

1. LPVCWD New 34-Unit Mix-Used Apartment Building at 15861 Main Street –Staff has provided an analysis summary letter, informing the developer that the water demand for the proposed project will not significantly impact the water system and will not require system improvements and are awaiting further information from to process with preparing a cost estimate letter for the requested water service upgrades.
2. LPVCWD New ADU Project at 16149 Abbey Street – Staff recently received a request from the property owner at 16149 Abbey St. to install a new 1-inch water service and meter for a new ADU project. Staff provided a cost estimate letter for water capacity fees and the requested construction for the new water service.
3. LPVCWD New ADU Project at 15702 Sierra Vista Ct – Staff recently received a deposit for water, capacity fees, and construction costs for a new water meter service to be installed at 15702 Sierra Vista Ct for a new ADU project. Field staff installed the new water service at the property.
4. LPVCWD New Housing Development at 248 First Street – Staff recently received a deposit for the requested new 1-1/2inch water meter service line upgrade and 2-inch fire service for the old Carriage Inn property at 248 First Street. Staff are currently procuring the parts and materials, and once received, Field Staff will schedule the installation of the requested new water services.

La Puente Valley County Water District

PRODUCTION REPORT - NOVEMBER 2023

LPVCWD PRODUCTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023 YTD	2022
Well No. 2	134.04	121.44	141.96	123.68	130.85	112.51	121.95	141.15	139.75	133.08	140.43		1440.85	1411.60
Well No. 3	8.51	4.85	5.27	3.24	8.03	8.23	4.36	4.14	4.52	4.00	4.91		60.06	29.36
Well No. 5	155.66	157.36	169.65	160.99	170.50	191.99	186.19	182.30	170.07	186.35	165.27		1896.34	2304.99
Interconnections to LPVCWD	2.13	0.49	2.13	6.04	2.61	1.07	2.33	1.26	2.37	1.57	2.30		24.30	24.06
Subtotal	300.35	284.13	319.02	293.95	312.00	313.80	314.83	328.86	316.70	325.00	312.91	0.00	3421.54	3770.01
Interconnections to SWS	196.42	190.17	222.24	185.93	194.85	189.96	157.01	184.57	186.09	199.41	199.58		2106.22	2168.86
Interconnections to COI	6.22	0.02	3.47	2.99	0.02	0.01	0.02	1.71	0.46	2.56	1.78		19.26	30.90
Interconnections to Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Subtotal	202.64	190.19	225.71	188.92	194.87	189.97	157.03	186.28	186.55	201.97	201.36	0.00	2125.48	2199.76
Total Production for LPVCWD	97.71	93.94	93.31	105.03	117.13	123.84	157.80	142.58	130.15	123.03	111.56	0.00	1296.07	1570.25
CIWS PRODUCTION														0.00
COI Well No. 5 To SGVWC B5	163.02	156.23	160.18	159.68	159.77	163.39	180.09	175.33	179.85	181.35	181.10		1859.99	1957.32
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.43	0.41	0.47	0.48	0.57	0.57	0.48	0.58	0.57	0.55	0.50		5.61	6.33
SGVWC Lomas Ave	69.77	71.68	75.35	90.08	97.06	73.51	153.76	115.37	105.98	105.11	93.49		1051.16	1209.58
SGVWC Workman Mill Rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00		0.01	0.06
Interconnections from LPVCWD	6.22	0.02	3.47	2.99	0.02	0.01	0.02	1.71	0.46	2.56	1.75		19.23	30.90
Subtotal	76.42	72.11	79.29	93.55	97.65	74.09	154.26	117.67	107.01	108.22	95.74	0.00	1076.01	1246.87
Interconnections to LPVCWD	2.13	0.49	2.13	6.04	2.61	1.07	2.33	2.16	2.37	1.57	2.30		25.20	24.06
Total Production for CIWS	74.29	71.62	77.16	87.51	95.04	73.02	151.93	115.51	104.64	106.65	93.44	0.00	1050.81	1222.81



**Item 11
Treatment & Supply
Report**

Memo



To: Honorable Board of Directors
From: Cesar A. Ortiz, Water Treatment & Supply Superintendent
Date: December 11, 2023
Re: Monthly Water Treatment & Supply Superintendent Report

The following report summarizes LPVCWD, IPU Waterworks System, BPOU and PVOU-IZ & SZ operations, which includes the status of various projects for each system.

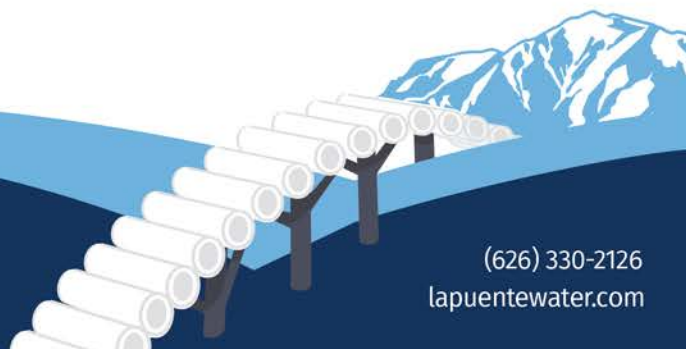
WATER QUALITY / COMPLIANCE

- **Distribution System Monitoring** – District Staff collected all required water quality samples from both LPVCWD & IPUWS distribution systems for the month; approximately **52** samples were collected. All results met State and Federal drinking water quality regulations.
- **Treatment Monitoring & Compliance** – All water quality compliance samples were collected from all the treatment processes and plant effluent, as required. Approximately **142** samples were collected.
- **Source Monitoring** – All water quality samples were collected from all the Wells, as required. Approximately 24 samples were collected. The table below summarizes LPVCWD Wells’ current water quality for constituents of concern.

Well Sampled	CTC	TCE	PCE	Perchlorate	1,4-Dioxane	NDMA	Nitrate
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	MCL=6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
LPVCWD 2	1.3	24	1.4	18	0.55	21	6.4
LPVCWD 3	NS	NS	NS	NS	NS	NS	8.5
LPVCWD 5	ND	3.2	ND	12	0.15	2.9	8.4

ND – None Detected
NS – Not Sampled

- The Bi-monthly Nitrate Concentrations for SP-6 and SP-10 are provided as **Attachment 1**.



OPERATIONAL UPDATES & PROJECTS

- 1) **BPOU Treatment Plant** – Nitrate Project is moving forward, finalizing some programming and installed/loaded media this week. The treatment plant is in normal operation flowing through the bypass.
 - **Plant Operations** - The District has a Vapor Phase Carbon Change Out scheduled for December 11, 2023
 - **Repairs & Maintenance** – Staff have performed various weekly chemical calibrations, monthly analyzer cleanings and calibrations, SPIX pre-filter change-outs, daily treatment plant rounds and monthly reporting.
- 2) **PVOU-IZ Treatment Plant** – Staff continue to run the plant daily and complete daily rounds and maintenance. Programming issues are still being worked out by the group, consisting of Wigen-RO, SPI, Geosyntec, Northrop Grumman and the LPVCWD teams.
 - **Plant Operations** – Staff is currently procured spare electronic parts and ordered chemical analyzer components (pH probe).
 - **Maintenance Items** – PVOU IZ-2 Well path forward is to acquire bids for rehabbing the well, one quote has been received and awaiting proposals from other contractors.
- 3) **PVOU-SZ Treatment Plant** – Under Construction, most equipment has been delivered and has been installed and is in the process of being commissioned by each vendor. Electrical work is continuing by the electrical contractor – Frank’s. RO membranes have been delivered on site, along with filter media. Wigen RO staff has been onsite programming the system. Trojan UV team has been on site commission their systems. LPVCWD staff has continued O&M maintenance oversight.
 - **Maintenance Items** – LPVCWD staff have begun to operate the plant and flush water through the different systems, as well as assisting RCFoster and Geosyntec with the final backwashing and approval of the Multimedia Filter vessels, and we will now begin to flush water through the entire system.
- 4) **IPUWS Well No. 5** – Between Tesco and Hunter Electric - The Well is running and supplying water to SGVWC’s B-5 facility in Hand operation, at the request of SGVWC. All electrical repairs have been completed. In order to return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and Panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.

**SP-6 and SP-10
Nitrate Concentrations
EPA Method 353.2
MCL = 10 mg/L**

Nitrate Concentrations October - November				
Date	SP-6	SP-10	Well(s)	Comments
10/2/2023	7.4	7.5	2 & 5	Weck Lab (353.2)
10/5/2023	7.7	7.7	2 & 5	Weck Lab (353.2)
10/10/2023	7.9	7.9	2 & 5	Weck Lab (353.2)
10/12/2023	7.6	7.6	2 & 5	Weck Lab (353.2)
10/16/2023	7.7	7.7	2 & 5	Weck Lab (353.2)
10/19/2023	7.2	7.2	2 & 5	Weck Lab (353.2)
10/24/2023	7.7	7.7	2 & 5	Weck Lab (353.2)
10/26/2023	7.7	7.7	2 & 5	Weck Lab (353.2)
10/30/2023	7.7	7.7	2 & 5	Weck Lab (353.2)
11/7/2023	7.5	7.6	2 & 5	Weck Lab (353.2)
11/13/2023	7.9	8.0	2 & 5	Weck Lab (353.2)
11/17/2023	7.5	7.5	2 & 5	Weck Lab (353.2)
11/20/2023	7.5	7.6	2 & 5	Weck Lab (353.2)

AVERAGE	7.6	7.6
MINIMUM	7.2	7.2
MAXIMUM	7.9	8.0

Notes:
 All units reported in milligrams per Liter (mg/L)
 MCL = Maximum Contaminant Level
 N/A = Not Available (Lab Results)



**112 N. First St.
 La Puente, Ca 91744**

Attachment 1



**Item 12
Administrative
Report**

Administrative Report December 11, 2023



Board Communication

Presidents Special Recognition Award



Public Communication & Outreach

Changes in Operation Hours



Website

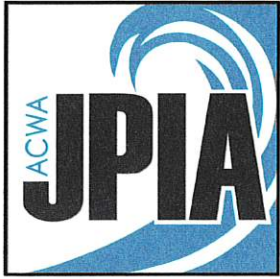
Continuous updates



Social Media

Topic	Comments
Number of Instagram Posts	8
Number of Instagram Stories	8
Number of Instagram Followers	318
Post Related to Main Shutdowns	0
Number of LinkedIn Posts	8
Number of LinkedIn Followers	10
CET Program	1
CET Scholarship	0





YOUR BEST PROTECTION

ACWA JPIA

P. O. Box 619082
Roseville, CA
95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

Core Values

- People
- Service
- Integrity
- Innovation

11/27/2023

La Puente Valley County Water District (L019)
P.O. Box 3136
La Puente, CA 91744

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present La Puente Valley County Water District (L019) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2024.

Sincerely,

Melody McDonald
President

Enclosure: President's Special Recognition Award(s)

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Y'SN IOHTU

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

La Puente Valley County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2019 - 09/30/2022
announced at the Board of Directors' Meeting in Indian Wells.*

Melody McDonald

Melody McDonald, President



November 27, 2023

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

La Puente Valley County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Property Program for the period 07/01/2019 - 06/30/2022
announced at the Board of Directors' Meeting in Indian Wells.*

Melody McDonald

Melody McDonald, President



November 27, 2023

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

La Puente Valley County Water District

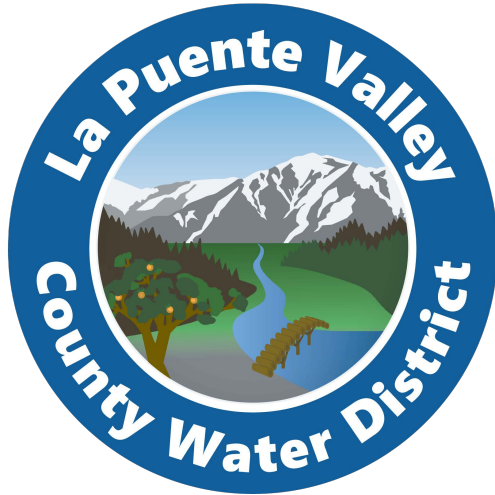
*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2019 - 06/30/2022
announced at the Board of Directors' Meeting in Indian Wells.*



Melody McDonald, President



November 27, 2023



Item 13
General Manager
Report

General Manager Report



Date: December 11, 2023
To: Honorable Board of Directors
From: Roy Frausto, General Manager
RE: General Manager Report

GENERAL MANAGER REPORT TOPICS

- Baldwin Park Key Well Elevation – 226.8 ft as of November 27, 2023.
- 2023 Rainfall (Puddingstone Dam) – The current year rainfall as of November 29, 2023, is 3.40 inches.
- 2024 PVOU-IZ Budget – Staff is developing a third draft of the 2024 PVOU-IZ budget.
- 2024 PVOU-SZ – Staff is developing a third draft of the 2024 PVOU-SZ budget..
- CIWS Feasibility Study – Final treatment feasibility study has been completed by Stetson Engineers. CR's provided comments on October 27, 2023. District staff will meet with City staff to discuss a path forward.
- CIWS & LPVCWD Agreement – On November 27, 2023, Staff met with City staff and respective legal counsel to discuss details on the operations & management agreement.
- Recycled Water Project
 - The District's recycled water project is now active. The system is providing recycled water to the Homestead Museum.
 - Staff is working on finalizing testing to activate recycled water service at 333 Hacienda Blvd.

STAFFING

John P. Escalera – 22 Years of Service

GENERAL MANAGER ACTIVITIES

Meetings/Activity	Date
PVOU – IZIR & SZ-SIR Weekly Progress Meeting	November 1, 8, 15, 22, 29
Watermaster Board Meeting	November 1
Cross Connection Program Review	November 2
PVOU Update – PVOU Projects	November 2
Recycled Water Technical Committee Meeting	November 2
Management Weekly Meeting	November 6, 13, 27
Coach Paul Team Building	November 7
LPVCWD & NG Check In	November 7, 21
SGVWA Annual Membership Meeting	November 8
Upper District Board Meeting	November 8
Producer Meeting	November 8
Watermaster Basin Management	November 8
IPUC Meeting	November 9
SGVWA Ad-Hoc Committee Meeting	November 9
Upper District Board Meeting	November 22
Interview	November 27
2023 CIWS Amended & Restated Agreement Meeting	November 27
ACWA Conference	November 28 - 30

